

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, June 4, 2013 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 5-21-13

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds

PUBLIC HEARING

FY 2013 Budget Amendments:
South West Counseling Service
Memorial Hospital of Sweetwater County
County Commissioners
County Coroner
Veteran Services
Detention Center

Appeal of Denied Permit- Reliance Moratorium

PUBLIC HEARING- PLANNING AND ZONING

Ray and Shirley Black- Conditional Use Permit
Vehicle Impound and Storage

COMMISSIONER COMMENTS/REPORTS

9:15 Chairman Johnson
9:25 Commissioner Van Matre
9:35 Commissioner Kolb
9:45 Commissioner Bailiff
9:55 Commissioner West

COUNTY RESIDENT CONCERNS

10:05

ACTION/PRESENTATION ITEMS

- 10:15** Approval to Pay SWCO Child Developmental Center Voucher
- 10:25** Request Approval of the 2012 State Fire Assistance Grant Award and Certification
- 10:30** Request to Re-Staff Vacancy in Sheriff's Office
- 10:35** Final Approval of the Rules of Practice & Procedure for Appeals Before the SWCO Board of Equalization for Tax Matters
- 10:40** Approval of Agreement with the Eastern Shoshone Dpt. of Juvenile Services for Juveniles to be Held in the SWCO Detention Center
- 10:45** Health Insurance Renewal and Approval
- 10:55** Dispatch Center Presentation
- 11:05** Presentation of SWCO Ambulance Service Board Bylaws
- 11:15** Water Usage in the Green River
- 11:25** Status Update and Priorities in SWCO
- 11:35** Consideration of a Resolution Authorizing the Issuance of Hospital Revenue Bonds

OTHER

11:50

EXECUTIVE SESSION(S) AS NEEDED

ADJOURN

The Commission will meet at 1:30 for the FY 2014 Budget Workshop

May 21, 2013
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Chairman Johnson explained that County Attorney Brett Johnson requested an executive session to discuss personnel issues prior to presenting his agenda item and questioned the commission's desire to hold the executive session. The commission concurred to amend the agenda to allow for an executive session prior to Mr. Brett Johnson's agenda item. *Commissioner Kolb so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of Minutes 4-16-13

Commissioner Kolb requested to amend, under his commissioner comments, "*Commissioner Kolb expressed his appreciation to Chairman Johnson for his work with the Conservation District relative to the drop structure on Bitter Creek.*" *Commissioner West moved to approve the minutes with that addition. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports and Bonds

Commissioner Kolb moved to approve the county vouchers/warrants, approval of the monthly reports and approval of the bonds. Commissioner West seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
54515	Bank Of The West	Gen Accts	133.70
6	Clerk Of District Court	Gen Accts	633.98
7	Bridger Valley Electric Assn	Fire Marshal	26.97
8	Capital Business Systems	Treas, Clk, Co Atrny	251.03
9	Centurylink	Clk, Treas, Shrf, Co Atrny, Grants Proj, GR Cir Court, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Vet Services	507.63
54520	Centurylink	Commis, Assess, Juv Prob, Road & Bridg, Purchasing, Grants Admin, Land Use, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, RS Mnt/C Pur, Comm Nur-Hom	983.69
1	Centurylink	Elect	214.20
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint, Road & Bridg	1,338.84
3	City Of Green River	GR Fcl Mt CH	377.88
4	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	5,162.58
5	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, RS 333 Bdwy	3,540.61
6	Rocky Mtn Power	RS Rd & Brdg, Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	7,219.28
7	Sweetwater Television Co	Shrf, Shrf Dtn Mnt	112.64
8	Union Telephone Company Inc	Elect	44.71
9	USPS - Hasler	Gen Co Admin	6,000.00
54530	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
1	Western Wyoming Community	GR Fcl Mt CH	660.00
2	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, Shrf Dtn Mnt	1,048.41
3	Bridger Valley Electric Assn	Farson R & B	187.90
4	Centurylink	Commis, Clk, Treas, Assess, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, GR Fcl Mt CH, Land Use, Flt Veh Main, RS Off Bld A, Fire Marshal	1,149.94
5	Centurylink	Shrf, IT Dept, Clk Dist Crt, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt,	

		Comm Nur-Hom	2,755.57
6	Centurylink	Shrf	70.95
7	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt, Fire Marshal, Flt Veh Main, Purchasing	201.50
8	Home Depot Credit Service	GR Fcl Mt CH, Shrf Dtn Mnt, Coroner	1,018.94
9	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	317.32
54540	Paetec	GR Fcl Mt CH, Road & Bridg, Flt Veh Main, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, RS Off Bld A, Shrf Emg Mgt, Fire Marshal, Comm Nur-Hom	343.85
1	Purchase Power	Shrf Dtn Mnt	234.62
2	Questar Gas	GR Fcl Mt CH	300.00
3	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint	801.65
4	Satcom Global Fze	Coroner	136.32
5	Union Telephone Company Inc	Assess, Co Atrny, Clk, Shrf Emg Mgt, Grants Admin, Road & Bridg, Clk Dist Crt, GR Fcl Mt CH, Land Use, Vet Services	363.64
6	Union Telephone Company Inc	Commiss, IT Dept, Coroner, GR Fcl Mt CH, Shrf Dtn Mnt, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Road & Bridg, Shrf, Juv Prob	4,988.05
7	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,111.60
8	Wex Bank	Shrf	18,104.54
9	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt, Shrf	116.53
54550	Wyoming Waste Services -	RS Mnt/C Pur	150.09
1	Ace Hardware	Shrf Dtn Mnt, GR Fcl Mt CH, Fire Marshal	421.72
2	Ace Hardware	Shrf	99.88
3	Ace Hardware #11263-C	GR Fcl Mt CH	198.02
4	Advanced Medical Imaging	Coroner, Shrf Dtn Mnt	281.00
5	Affiliated Benefits	Intr Gv Pool	1,340.00
6	Airgas USA LLC	Flt Veh Main	18.29
7	Alpine Pure Bottled Water	Vet Services, Co Atrny	115.50
8	American Aluminum Acc Inc	Shrf	860.00
9	Auto Parts Unlimited	GR Fcl Mt CH	90.94
54560	Autospa Inc	GR Fcl Mt CH, Shrf	18.75
1	Bennett Paint & Glass	Purchasing	316.03
2	Big Horn Roofing Inc	GR Fcl Mt CH	315.50
3	Blue Cross Blue Shield Of WY	Intr Gv Pool	16,750.00
4	Bob Barker Company Inc	Shrf Dtn Mnt	91.90
5	Carquest Auto Parts	Flt Veh Main, Fire Marshal	1,150.52
6	Carrier Corporation	Shrf Dtn Mnt, GR Fcl Mt CH	10,495.20
7	Castillon D.D.S., A. Bryce	Shrf Dtn Mnt	1,374.00
8	Castle Rock Hospital Dist	Human Svcs, Shrf	12,692.00
9	Ceotronics Inc	Shrf	316.12
54570	Chief Supply Corporation	Fire Marshal	198.98
1	Cigna	Employee Ben, Human Svcs	11,517.71
2	City Of Green River	Animal Cntrl	225.00
3	City Of Rock Springs	Shrf Dtn Mnt, Commiss	1,122.73
4	CJ Signs	Fire Marshal	75.00
5	Climb Wyoming	Grants Proj	5,973.13
6	Copier & Supply Co Inc	Purchasing, Co Atrny, Vet Services, Commiss, Shrf, Assess, Clk, Land Use, Clk Dist Crt	1,604.14
7	Copier & Supply Co Inc	GR Fcl Mt CH	786.00
8	Cummins Rocky Mountain LLC	Shrf Dtn Mnt, GR Fcl Mt CH IT Dept, Grants Admin, Shrf Emg Mgt,	4,099.86
9	Dell Marketing L P	Grants Proj	10,412.96
54580	Delta Dental	Intr Gv Pool	43,511.80
1	Desert View Animal Hospital	Shrf	166.60
2	DJ's Glass	GR Fcl Mt CH	156.93
3	Dogsport Gear	Shrf	131.78
4	Electrical Connections Inc	GR Fcl Mt CH	1,356.84
5	Evanston Regional Hospital	Shrf Dtn Mnt	2,123.12
6	F B McFadden Wholesale Co	Road & Bridg, GR Fcl Mt CH	4,960.35
7	F B McFadden Wholesale Co	Shrf Dtn Mnt	6,343.86
8	Fedex	Co Atrny	30.02
9	Felderman, Kimmie	Grants Proj	20.35
54590	Filter Technologies Inc	GR Fcl Mt CH	2,371.56
1	Fire Engineering Company	GR Fcl Mt CH	3,390.00

2	Fremont Motor Rock Spring	Flt Veh Main	70.83
3	Golden Engineering Inc	Shrf	106.00
4	Golden Hour Senior Citizen	Senior Cntrs	24,555.42
5	Govconnection Inc	Clk, IT Dept	3,295.00
6	Green River Star	Treas	30.00
7	Hi-Tech Auto Body	Risk Mngmt	465.00
8	High Desert Polaris - KTM	GR Fcl Mt CH	65.00
9	Hilton Garden Inn - Laramie	Coop Ext/4H	77.00
54600	Holiday Inn Express - Cas	IT Dept	178.00
1	Homax Oil Sales Inc	Flt Veh Main, Shrf	659.03
2	Huntsman Cancer Hospital	Vet Services	15.00
3	Hy-Ko Supply	GR Fcl Mt CH	120.80
4	Ibarra, Josefina	Coop Ext/4H	119.28
5	Industrial Solutions Inc	GR Fcl Mt CH	685.00
6	Industrial Supply	Road & Bridg, Commiss, Purchasing, Clk Dist Crt, Flt Veh Main, Fire Marshal, GR Fcl Mt CH	1,056.87
7	ISC Inc	IT Dept	12,353.10
8	J & V Enterprises Inc	Treas	401.85
9	Jenny Service Co	Shrf Dtn Mnt	2,148.83
54610	Johnson, Wally J	Commiss	613.36
1	K-Mart Store 7107	Grants Proj	52.30
2	Kroger - Smith's Customer	Coop Ext/4H	27.96
3	Lea/Aid Acquisition Co	Shrf	320.00
4	Lincare Inc	Shrf Dtn Mnt	416.00
5	Little America - Cheyenne	Commiss	114.50
6	Manpower	GR Fcl Mt CH	5,106.65
7	Martin, Ahlea	Risk Mngmt	526.34
8	McKee Foods Corporation	Shrf Dtn Mnt	1,224.79
9	Meadow Gold Dairy	Shrf Dtn Mnt	467.36
54620	Mobil Satellite Tech	Shrf Emg Mgt	2,988.00
1	Moon, Michael	Fire Marshal	100.00
2	Mountain Bay Scuba 06	Shrf Emg Mgt	4,443.12
3	Mountain Valley Imaging	Shrf Dtn Mnt	149.00
4	National Business Systems	Treas	1,500.00
5	National Sheriffs Association	Shrf	103.00
6	Nicholas & Company	Shrf Dtn Mnt	2,024.52
7	Nutech Specialities Inc	Flt Veh Main	172.12
8	Office Outlet	Vet Services	44.95
9	Packard, Kathy	Grants Proj	351.44
54630	Pineda, Bobby Wayne	Clk Dist Crt	1,710.00
1	Pineda, Bobby Wayne	Clk Dist Crt	1,610.00
2	PM Autoglass Inc	Flt Veh Main	760.00
3	Public Defender	Public Defnd	2,500.00
4	Qed Inc	GR Fcl Mt CH	8,605.11
5	Quill Corporation	Shrf, IT Dept, Juv Prob, GR Fcl Mt CH, Clk Dist Crt	6,467.59
6	R & D Sweeping & Asphalt	Capital Proj	48,927.64
7	Ramada Plaza Riverside	Commiss	469.88
8	Real Kleen Inc	Shrf Dtn Mnt	342.90
9	Rock Springs Iv Center	Shrf Dtn Mnt	207.61
54640	Rock Springs Newspapers Inc	Gen Co Admin, Comm Dev&Eng, Grants Proj, Human Resour	1,381.15
1	Rock Springs Newspapers Inc	Gen Co Admin	2,966.82
2	Rock Springs Newspapers Inc	Land Use	218.71
3	Rock Springs Newspapers Inc	Grants Proj, Co Atrny	502.96
4	Rock Springs, Green River	Gen Accts	35.53
5	Rocky Mountain Wash, LLC	GR Fcl Mt CH	16.00
6	Ron Turley Associates Inc	Road & Bridg	700.00
7	Ron's Ace Rentals	Flt Veh Main, GR Fcl Mt CH	240.92
8	S & L Industrial	Capital Proj	18,619.72
9	Safariland LLC	Shrf	995.00
54650	Shadow Mountain Water Of WY	Vet Services	107.75
1	Shopko Stores Operating	Animal Cntrl	19.54
2	Sierra Detention Systems	Shrf Dtn Mnt	1,136.22
3	Skaggs Companies	Shrf Dtn Mnt	99.95
4	Snap On Tools	Flt Veh Main	549.00
5	Solarwinds Inc	IT Dept	12,800.00
6	Source Office & Tech	Purchasing	823.86
7	Specialized Pathology Con	Coroner	2,080.00
8	Standard Plumbing Supply	Shrf Dtn Mnt	556.83
9	Staples Advantage - Dept	Clk Dist Crt, GR Fcl Mt CH	130.32
54660	Sterling Communications	Shrf	800.00
1	SWCO Conservation Distric	Conservation	22,857.63
2	Sweetwater Co Clerk Dist	Land Use	20.00
3	Sweetwater Co Sheriff	Shrf	1,238.83
4	Sweetwater County Health	Comm Nur-Hom	121,241.47
5	Sweetwater County Insurance	Human Svcs, Intr Gv Pool, Employee Ben	30,610.68
6	Sweetwater County Insurance	Employee Ben	241,166.63
7	Sweetwater Medical Group	Co Atrny	266.95
8	Sweetwater Medics LLC	cr ambul svc	20,664.00
9	Sweetwater Plumbing & Heat	GR Fcl Mt CH	77.30
54670	Sweetwater Trophies	Clk Dist Crt, GR Fcl Mt CH	104.09

1	The Master's Touch LLC	Assess	2,891.53
2	The Sherwin-Williams Co	Shrf Dtn Mnt	54.79
3	The Tire Den Inc	Flt Veh Main	1,856.32
4	The UPS Store - #3042	Animal Cntrl, Shrf	28.91
5	TLO LLC	Shrf	110.00
6	Trusted Network Solutions	IT Dept	11,941.54
7	Tyler Technologies Inc	Capital Proj	15,505.00
8	U S Foods Inc	Shrf Dtn Mnt	2,009.86
9	Uinta Engineering & Surve	Capital Proj	3,150.00
54680	Unitrends	IT Dept	127.00
1	University Of Wyoming	Coop Ext/4H	41,649.00
2	University Of Wyoming	Coop Ext/4H	1,094.57
3	Vision Service Plan	Human Svcs, Intr Gv Pool, Employee Ben	4,642.32
4	VLCM	IT Dept	1,218.75
5	Volvo Rents	Flt Veh Main	91.19
6	Waxie Sanitary Supply	GR Fcl Mt CH, Shrf Dtn Mnt	7,901.62
7	Weimer, Jack	Shrf Emg Mgt	746.92
8	Whisler Chevrolet Company	Flt Veh Main	504.62
9	White Mountain Lumber	GR Fcl Mt CH	437.20
54690	Wilkerson IV MD PC, James	Coroner	1,040.00
1	Wolf, Theresa D.	Shrf	37.69
2	World Data Corporation	Clk	110.00
3	Wyoming Assn Of Sheriffs	Shrf	500.00
4	Wyoming Pathology Inc	Coroner	2,400.00
5	Yeager's Auto Body LLC	Risk Mngmt	1,861.72
54696	Young At Heart Senior Cit	Grants Proj	1,979.28
GRAND TOTAL			935,998.59

The following unlisted warrants are payroll warrants: 54514

The following bonds were placed on file:

Robert Baldwin	Eden Valley Solid Waste -Vice Chair	\$10,000.00
James Burnett	Eden Valley Solid Waste- Chairman	\$ 5,000.00

Commissioner Comments/Reports

Commissioner West

Commissioner West expressed his appreciation to volunteers who pick up trash particularly during the city wide clean up event but also expressed his disgust towards those who are illegally dumping. Commissioner West explained that, on Highway 430, people continue to illegally dump their garbage in the drainage area rather than taking it to the landfill which is free to utilize if you are a resident of Solid Waste District # 1. Chairman Johnson noted that he too saw the garbage and concurred that it is atrocious and questioned how this happens when utilization of the landfill is free. Lastly, Commissioner West stated that he met with Memorial Hospital CEO Jerry Klein and the hospital board and is preparing for Capitol for the Day.

Chairman Johnson

Chairman Johnson reported that he, along with other County Commissioners throughout the state and several key mayors from the cities who represented WAM, met with the Governor. Chairman Johnson explained that Governor Mead wanted them to be aware that, during the last go around, they allocated \$20 million to the cities, towns and counties. Chairman Johnson expressed that the dollar amount was a joke considering that there are 23 counties and multiple municipalities in the state. Commissioner West noted that he will discuss self-taxation with Governor Mead during Capitol for the Day. Chairman Johnson further reported that he attended the Coalition of Local Governments meeting in Kemmerer relative to requests for contributions from those who are reaping the benefits of the group. Chairman Johnson expressed his disappointment that the Rocket Miner did not report on the County Commissioner scholarship recipients. Chairman Johnson further reported that he attended the swearing in ceremony for Mark Storzer, the new District Manager for the High Desert District Bureau of Land Management and noted that BLM Rock Springs Field Office Manager Lance Porter has been promoted and will be moving to Moab, Utah and that he will be sorely missed. Lastly, Chairman Johnson recognized the appointment of Public Works Director John Radosevich to the Wyoming County Road Standards Committee.

Commissioner Van Matre

Commissioner Van Matre announced that Uinta County has decided to handle their own veteran services program and noted that the Sweetwater County Veteran Service Officers are in Denver completing training for their annual requirement. Commissioner Van Matre explained that the tax use implementations in the IT department have been completed. Commissioner Van Matre remarked that the pre-court diversion grant has been submitted for juvenile probation. Commissioner Van Matre reported that he attended the museum board meeting and visited Joint Powers Water Board General Manager Ben Bracken and Director Engineer/Planning Bryan Seppie regarding a possible course of action pertaining to the water and sewer challenge. Lastly, Commissioner Van Matre reported that he attended the SW Wrap board meeting. Commissioner Kolb questioned if Commissioner Van Matre had the opportunity to discuss with IT Director Tim Knight the option of utilizing Facebook for county information, events and emergencies. Commissioner Van Matre explained that he has spoken with Mr. Knight and, once they have the opportunity to evaluate this in detail, he will report the findings to the commission.

Commissioner Kolb

Commissioner Kolb reported that he attended a wind workshop to discuss the current state of proposed regulations. Commissioner Kolb further reported that he attended Communities Protecting the Green regarding flow stream requirements. Chairman Johnson expressed that citizens have voiced their concerns regarding whether the Communities Protecting the Green committee is effective and necessary. Commissioner Kolb questioned the desire of the commission as to what to do with the Communities Protecting the Green committee but explained that the amount of funds to run the committee is the lowest it has ever been. Commissioner Kolb reported that he has participated in Capitol for the Day meetings and attended the Airport Board meeting. Commissioner Kolb explained that the budget for the Airport Board seems to be moving in the right direction and noted that margins on fuel are coming in higher than originally anticipated and they are in discussion with the car rental company. Commissioner Kolb remarked that he spoke with County Treasurer Robb Slaughter, Public Lands Director Eric Bingham and County Assessor Pat Drinkle. Commissioner Kolb announced that he participated in the county community clean up in Reliance. Commissioner Kolb explained that he, along with Chairman Johnson and two Campbell County Commissioners, attended a meeting to discuss the SkyWest Subsidy. Commissioner Kolb clarified that a coalition has not been formed but questioned if the commission would like to have a meeting to discuss the need of forming a coalition between the counties of Sweetwater, Campbell and Sublette. The commission concurred that forming a coalition would be beneficial and pressure should be put on the state to subsidize as there is a limit to what the commission is willing to subsidize. Commissioner Kolb announced that, due to a meeting to firm up the schedule of events for Capitol for the Day, he will have to leave at 3:15 p.m. Chairman Johnson informed the commission that he will be out of town from May 23rd through June 4, 2013 and appointed Commissioner Kolb as acting Chairman during his absence.

Commissioner Bailiff

Commissioner Bailiff reported that he attended the STAR Transit meeting and discussed compensatory time. Commissioner Bailiff noted that he visited with Sheriff Haskell and visited the county shop during the bidding auction. Commissioner Bailiff further reported that he attended the ambulance service board and acknowledged that the board refined their by-laws and will come before the Board of County Commissioners for approval during the next meeting and explained that Guardian Air Service picked up a patient and transported them directly to Salt Lake City, Utah without checking in with Memorial Hospital of Sweetwater County. Commissioner Bailiff reported that he attended the library board meeting and they have chosen an interim director and the recruiting process has begun. Commissioner Bailiff explained that he met with County Clerk Dale Davis regarding a special district that is behind in their audit and will notify the district with the assistance of Deputy County Attorney Cliff Boevers. Commissioner Bailiff also commented on the illegal dumping of trash and expressed that residents should be diligent in calling the authorities if they see this happening. The commission concurred, out of respect, to adhere to the ten minute timeline allocated under commissioner comments so that each commissioner has the opportunity to present their report.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the hearing was closed.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for personnel. Commissioner Kolb made the motion. Commissioner West seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that personnel issues were discussed.

Break

Chairman Johnson called for a five minute break.

Action/Presentation Items

County Attorney Personnel Requests

County Attorney Brett Johnson explained the cost of employment for additional requested staff and noted that the assistant county and prosecuting attorney is reimbursed at 50% of the total gross salary paid or \$30,000, whichever is less from the State of Wyoming. Following discussion, *Commissioner Bailiff made a motion to grant the request for County Attorney Brett Johnson to hire one attorney in place of the three vacancies. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Request to Re-Staff Position vacancy in Detention Center

Sheriff Haskell requested authorization to replace a vacancy in the Detention Center. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Request for Detention Division Budget Amendment

Sheriff Haskell requested a budget amendment/line item transfer within the established FY 2012-13 budget in the amount of \$99,500 due to rising costs of food and the number of meals served. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner Kolb so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Budget Request for Additional Funding for Jury Trials

District Clerk of Court Donna Lee Bobak requested additional funding for jury trials. Following discussion relative to the lack of data provided, Ms. Bobak requested to withdraw her item from the agenda until such time as material can be provided to the commission.

Road Maintenance Agreement Lionkol Road

Public Works Director John Radosevich presented the Road Maintenance Agreement for Lionkol Road. Also present was Ken Reed representing the Wyoming Operating Engineers. Following discussion, Chairman Johnson entertained a motion to approve the Road Maintenance Agreement for Lionkol Road and authorize the Chairman to sign the agreement. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved with Commissioner Bailiff abstaining. Mr. Reed spoke of the garbage that has been dumped beside the Lionkol Road.

Change Order for 2012 Paint Striping Contract

Public Works Director John Radosevich presented and requested a motion to approve the change order for Indo American Engineering, Inc. for the 2012 Paint Striping Contract in the amount of \$18,991 and authorize the Chairman to sign. Following discussion, Chairman Johnson entertained a motion to grant the request and authorize the Chairman to sign the agreement. *Commissioner Van Matre so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

Award of Dust Control Agent Bid

Public Works Director John Radosevich presented and recommended to award the 2013 dust control contract to Dustbusters, Enterprises Inc. in the amount of \$500,731 and authorize the Chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the request. *Commissioner Bailiff so moved. Commissioner West seconded the motion.* Following discussion, the motion was approved unanimously.

Break

Chairman Johnson called for a five minute break.

Expanded Mutual Aid with GRFD, RSFD & FD #1

Fire Warden David Bottemiller presented and requested a motion to approve, and have the Chairman sign, the Master Mutual Aid Agreement for Emergency Response with the City of Rock Springs, City of Green River, Sweetwater County Fire District # 1 and Sweetwater County. Also present were Deputy Fire Warden Jessica Knezovich, Sweetwater County Fire District # 1 Chief Wamsley and Rock Springs Fire Department Chief Armstrong. Following discussion, Chairman Johnson entertained a motion to approve the Master Mutual Aid Agreement for Emergency Response with the City of Rock Springs, City of Green River, Sweetwater County Fire District # 1 and Sweetwater County and authorize the Chairman to sign the agreement. *Commissioner Bailiff so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

Surplus Sale Award & Inventory Policy Approval

Purchasing Manager Marty Dernovich presented the vehicle surplus sale summary totaling \$82,855 less \$5,000 for the STAR Transit bus and requested approval to the highest bidders with the stipulation that within 5 days of notification, if they don't reply, to move to the next highest bidder. Chairman Johnson entertained a motion to approve. *Commissioner West moved to approve the sale of the surplus equipment. Commissioner Van Matre seconded the motion.* Following discussion, the motion was approved unanimously.

Ms. Dernovich explained that, due to material weaknesses found in the audit, the purchasing department implemented a policy change and requested the commission to approve the adoption of the policy to allow for cleanup of the asset register before moving to the new computer system. Following discussion, Chairman Johnson entertained a motion to approve the fixed asset inventory policy as presented. *Commissioner Kolb made the motion to approve the fixed asset and inventory policy as of May 21, 2013. Commissioner West seconded the motion.* Following further discussion relative to segregation of duties, the commission expressed their appreciation to Ms. Dernovich for taking the initiative in implementing the procedural manual due to the material weaknesses in the audit. With no further discussion, the motion was approved unanimously.

Letter of Support for HB 49

In the absence of Dr. Grant Christensen and Tina Linkenauger, Commissioner West explained the purpose of the request was that Sweetwater Community Health Centers requested a letter of support to procure grant funding for a health care center. Commissioner West explained that the hospital board would be in a better position to understand the ramifications and, prior to the commission providing a letter of support; it should be contingent upon the hospital board recommendation. Chairman Johnson entertained a motion to approve subsequent to the hospital board's approval. *Commissioner West so moved. Commissioner Van Matre seconded the motion.* Grants Manager Krisena Marchal informed the commission that she noticed the item on the agenda and, because it was relative to a grant, she requested further information from Ms. Linkenauger. Ms. Marchal mentioned that the grant is due May 31, 2013 and the state set aside \$1 million dollars which requires a 25% match and regrettably, they did not provide a business plan in the packet. Ms. Marchal further explained that the request is not simply a letter of support as the application requires commission endorsement. With no further discussion, the motion was approved unanimously.

Lunch

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

Planning & Zoning- Public Hearing

Jeffrey Fritz Final Plat Approval-Double J Subdivision

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 13-05-ZO-01. Double J Subdivision Developer Jeffrey Fritz, Rocky Mountain Survey Engineer Kent Felderman and Inberg-Miller Engineer Mike Brown were present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 13-05-ZO-01. *Commissioner West so moved. Commissioner Kolb seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-05-ZO-01
JEFFREY FRITZ
FINAL PLAT
DOUBLE J SUBDIVISION**

WHEREAS, Jeffrey Fritz has requested Final Plat approval, in accordance with Section 5.d of the Sweetwater County Subdivision Regulations, for Double J Subdivision. This application is to be located a parcel of land owned by Jeffrey Fritz and described as:

A parcel of land located in Section Twenty-nine (29), Resurvey Township Twenty (20) North, Range One Hundred Five (105) West of the Sixth (6th) Principal Meridian, Sweetwater County, Wyoming, and being more particularly described as follows: Beginning at the Northeast Section Corner of said Section 29; Thence along the East Section Line of said Section 29, South 0°00'36" West for a distance of 733.73 feet; Thence North 89°44'55" West for a distance of 1,994.99 feet to the easterly right-of-way line of County Road 4 -58; Thence along said easterly right-of-way line of said County Road 4-58, North 21°35'36" West for a distance of 790.48 feet to the north section line of said Section 29; Thence along said north section line, South 89°44'55" East for a distance of 2,286.03 feet to the POINT OF BEGINNING. Said parcel contains an area of 36.055 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on May 21, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 21st day of May, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Ed Harberston Final Plat Approval- Washam Creek Subdivision

Planner III Steve Horton provided the Planning & Zoning report and presented Resolution 13-05-ZO-02. Owner Ed Harberston was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 13-05-ZO-02, Ed Harbertson Final Plat for the Washam Creek Subdivision. *Commissioner Kolb moved to approve Resolution 13-05-ZO-02. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-05-ZO-02
ED HARBERTSON
FINAL PLAT
WASHAM CREEK SUBDIVISION**

WHEREAS, Ed Harbertson has requested Final Plat approval in accordance with Section 5.d of the Sweetwater County Subdivision Regulations for Washam Creek Subdivision. This application is to be located a parcel of land owned by Ed Harbertson and described as:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, ED HARBERTSON BEING THE SOLE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, DOES/DO HEREBY CERTIFY: THAT THE FOREGOING PLAT DESIGNATED AS WASHAM CREEK SUBDIVISION IS LOCATED IN THE SW QUARTER OF SECTION 21 AND THE NW QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 109 WEST, SWEETWATER COUNTY, WYOMING, AND IS PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE SW QUARTER OF SECTION 21 AND PART OF SECTION 28, T.12N., R.109W., 6TH P.M., SWEETWATER COUNTY, WYOMING. DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR+CAP ON THE SOUTH SECTION LINE OF SECTION 21 MARKED PLS 470, SAID POINT BEING N89°46'55"W 1316.87 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21; THENCE S00°02'36"W 254.60 FEET TO THE WYOMING/UTAH STATE LINE; THENCE ALONG SAID STATE LINE S89°34'48"W 660.32 FEET; THENCE N00°10'08"E 261.95 FEET TO A REBAR+CAP ON THE SECTION LINE MARKED PLS 578; THENCE N00°10'08"E 1321.53 FEET TO A REBAR AND CAP PLACED ON A PILE OF STONES; THENCE S89°47'31"E 656.83 FEET TO A REBAR AND CAP PLACED ON A PILE OF STONES; THENCE S00°02'36"W 1321.65 FEET TO THE POINT OF BEGINNING. AND CONTAINS AN AREA OF 23.89 ACRES, MORE OR LESS.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on May 21, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED.

Dated this 21st day of May, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Update of Wind Energy Conversion Systems Regulations

Land Use Director Eric Bingham provided an update on the progress of the Wind Energy Conversion Systems Regulations and noted that the regulations will be presented to the commission during the June 4th or June 18, 2013 Board of County Commissioners meeting. Mr. Bingham explained that comments were received and that the noise consultant is working on the responses. Church of Spiritual Technology representative Clark Stith requested clarification of the regulation hearing date. Mr. Bingham answered that he would be happy to email him to clarify. Hearing no further comments, the hearing was closed

Recap of Community Cleanup- Reliance and Clearview

Land Use Director Eric Bingham provided an update on the community cleanup in Reliance and Clearview. The commission expressed their appreciation to staff and volunteers.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for legal and personnel. Commissioner West moved to go into executive session. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that legal issues were discussed that will remain confidential. Chairman Johnson entertained a motion to authorize the payment of a claim in the amount of \$2,388.76 for an accident with a county vehicle. *Commissioner Kolb so moved. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

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 Johnson announced that the budget workshop would begin at 3:00 p.m.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS

OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Authorization for Bonds
6-4-13

Karla Leach

WWCC- Assistant Treasurer

\$50,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54529232

That we Karla Leach

of Rock Springs, 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 Western Wyoming Community College the State of Wyoming, in the penal sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 19th day of March, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Assistant Treasurer in the Western Wyoming Community College

and State aforesaid for the term beginning July 1, 2013, and ending July 1, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Assistant 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.



Karla Leach
Principal

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

RESOLUTION 13-06-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, Southwest Counseling Service is requesting to amend their financial budget,

WHEREAS, Southwest Counseling Service has an approved financial budget for the fiscal year ending June 30, 2013 which provides total expenditures of \$5,978,447,

WHEREAS, it has been determined that the aforementioned budget needs to be amended within the 2012-2013 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 2012-2013 fiscal year budget for Southwest Counseling Service be amended to reflect the following budget change:

The entire budget be amended to total \$13,036,700

Dated at Green River, Wyoming this 4th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2012-2013 budget for Southwest Counseling Service to amend their entire budget from \$5,978,447 to \$13,036,700.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: May 30, 2013.

RESOLUTION 13-06-CL-02
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, Memorial Hospital of Sweetwater County is requesting to amend their financial budget,

WHEREAS, Memorial Hospital of Sweetwater County has an approved financial budget for the fiscal year ending June 30, 2013 which provides total expenditures of \$55,021,401,

WHEREAS, it has been determined that the aforementioned budget needs to be amended within the 2012-2013 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 2012-2013 fiscal year budget for Memorial Hospital of Sweetwater County be amended to reflect the following budget change:

The entire budget be amended to total \$56,966,989

Dated at Green River, Wyoming this 4th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Sweetwater County 2012-2013 budget for Memorial Hospital of Sweetwater County to amend their entire budget from \$55,021,401 to \$56,966,989.

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on: May 30, 2013.

RESOLUTION 13-06-CL-03
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to an unanticipated change in benefits elected during open enrollment amounting to \$2,335,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2012-2013 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 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

County Commissioners – Salaries & Benefits	\$ 2,335
--	----------

Expenditures Decrease General Fund:

County Commissioners -- Operating	(\$ 2,335)
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Dated at Green River, Wyoming this 4th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the County Commissioners budget within the Sweetwater County 2012-2013 budget in the amount of \$2,335 due to a change in benefits elected during open enrollment,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June, 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on May 30, 2013.

**RESOLUTION 13-06-CL-04
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to unanticipated payroll expenditures in the amount of \$359,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2012-2013 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 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

County Coroner – Salaries & Benefits	\$ 359
--------------------------------------	--------

Expenditures Decrease General Fund:

County Coroner -- Operating	(\$ 359)
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Dated at Green River, Wyoming this 4th day of June, 2013.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the County Coroner budget within the Sweetwater County 2012-2013 budget in the amount of \$359 due to unanticipated payroll expenditures,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June, 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on May 30, 2013.

**RESOLUTION 13-06-CL-05
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to a change in employment from part time to full time amounting to \$9,357,

WHEREAS, it has been determined that the aforementioned funds need to be included within the 2012-2013 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 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Veterans Services – Salaries & Benefits	\$ 9,357
---	----------

Revenues Increase General Fund:

Veterans Services	\$ 9,357
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Dated at Green River, Wyoming this 4th day of June, 2013.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Veterans Services budget within the Sweetwater County 2012-2013 budget in the amount of \$9,357 due to a change in employment from part time to full time,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June, 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on May 30, 2013.

**RESOLUTION 13-06-CL-06
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to unanticipated operating expenditures in the amount of \$99,500,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2012-2013 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 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Detention Center – Operating	\$99,500
------------------------------	----------

Expenditures Decrease General Fund:

Detention Center – Salaries & Benefits	(\$99,500)
--	------------

Dated at Green River, Wyoming this 4th day of June, 2013.

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

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

ATTEST:

Reid O. West, Member

Steven Dale Davis, County Clerk

Don Van Matre, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Detention Center budget within the Sweetwater County 2012-2013 budget in the amount of \$99,500 due to unanticipated operating expenditures,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 4th day of June, 2013 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 28th day of May, 2013.

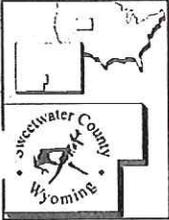
Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on May 30, 2013.



Zoning Permit for Construction/Use

Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
landuse@sweet.wy.us

Date of Submittal: 05.17.13
Permit Number: B13052
Present Zoning: R-2
PID: 04- 2005 - 36 - 1 - 04 - 010 - 00

Approved Approved with Conditions: _____
 Denied/Reason: Reliance Moratorium
Date of Action: 5/17/13 Land Use Official Signature: [Signature]

Application Fee: \$50.00 for Residential and Agricultural Construction
 0.1% of Project, \$300.00 Minimum, \$5,000.00 Maximum for Non-Residential Construction. List cost of project over \$300,000, including labor & materials: \$ _____

While Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code, it has adopted and will inspect for the International Fire Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected. Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation and additional information which may be required for approval of your application. Zoning Permit regulations may be found in Sections 4 & 5 of the Sweetwater County Zoning Resolution.

RECEIVED

MAY 17 2013

SWC LAND USE

GENERAL INFORMATION

Property Owner of Record Contact Information

JOHN D. LEWIS
222 GATEWAY BLVD #88
ROCK SPRINGS WYO 82901
HOME-307-382-8398
*WORK-307-352-6241
CELL-307-350-8666

Applicant / Agent Contact Information if Different

Same.

PROPERTY INFORMATION

County Assigned Address: 1124 North Second St. ^{RELANCE} Lot Size: 1/6 X 110' FT. (acres)

Project Location: Quarter(s): _____ Section: _____ Township: _____ Range: _____
Subdivision Name: Relance Lot: 6 Block: 1

ANSWER THE FOLLOWING IN THE SPACE PROVIDED (site and floor plan shall accompany permit):

Primary Structure (i.e. Home, Office) Existing Proposed Type of Construction: Wood
Square Footage: 33' X 37' Height: _____ (ft) Type of Foundation: Cinder Block & Cement
Use: Total demolition of Home / Fill in Basement.

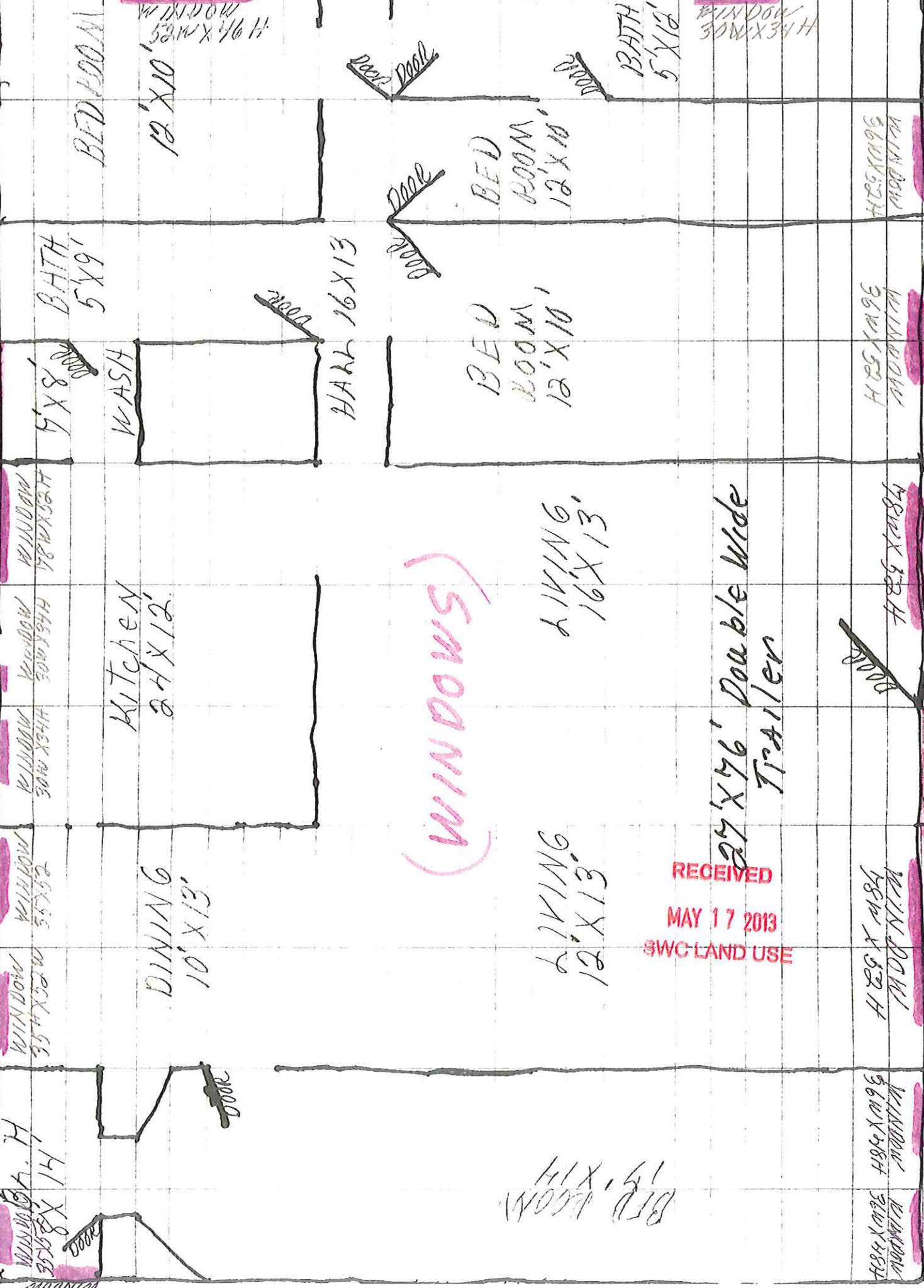
Additions to Primary Structure Existing Proposed Type of Construction: Double Wide Trailer
Square Footage: 21' X 76' Height: _____ (ft) Type of Foundation: ON AXLES.
Use: Place on property after House is gone - STAYS ON AXLES.

Accessory Structures (i.e., Shop, Garage, Shed) Existing Proposed Attached Detached
Square Footage: 10' X 14' Height: 9 (ft) Type of Construction/Foundation: Wood.
Use: NEW SHED ON WEST SIDE - WILL STAY.

26 FT LONG

ENTRANCE

ENTRANCE



(WINDOWS)

RECEIVED
MAY 17 2013
SWC LAND USE

BED ROOM
15' x 14'

NORTH
NORTH STREET
76 Feet



ROAD
SECOND STREET
110 Feet

WOOD FENCE
110 Feet

SHED
10 FT

SHED
10 FT

15 FT.

27 FT.

Double Wide
TRAILER

76 FT.

76 FT.

25 FT.

80 FT.

27 FT.

10 FT.

SOUTH
ALLEY 76 Feet

RECEIVED
MAY 17 2013
SWC LAND USE

HYDRANT

SECOND STREET 110 Feet

(DRAINAGE)

(DRAINAGE)

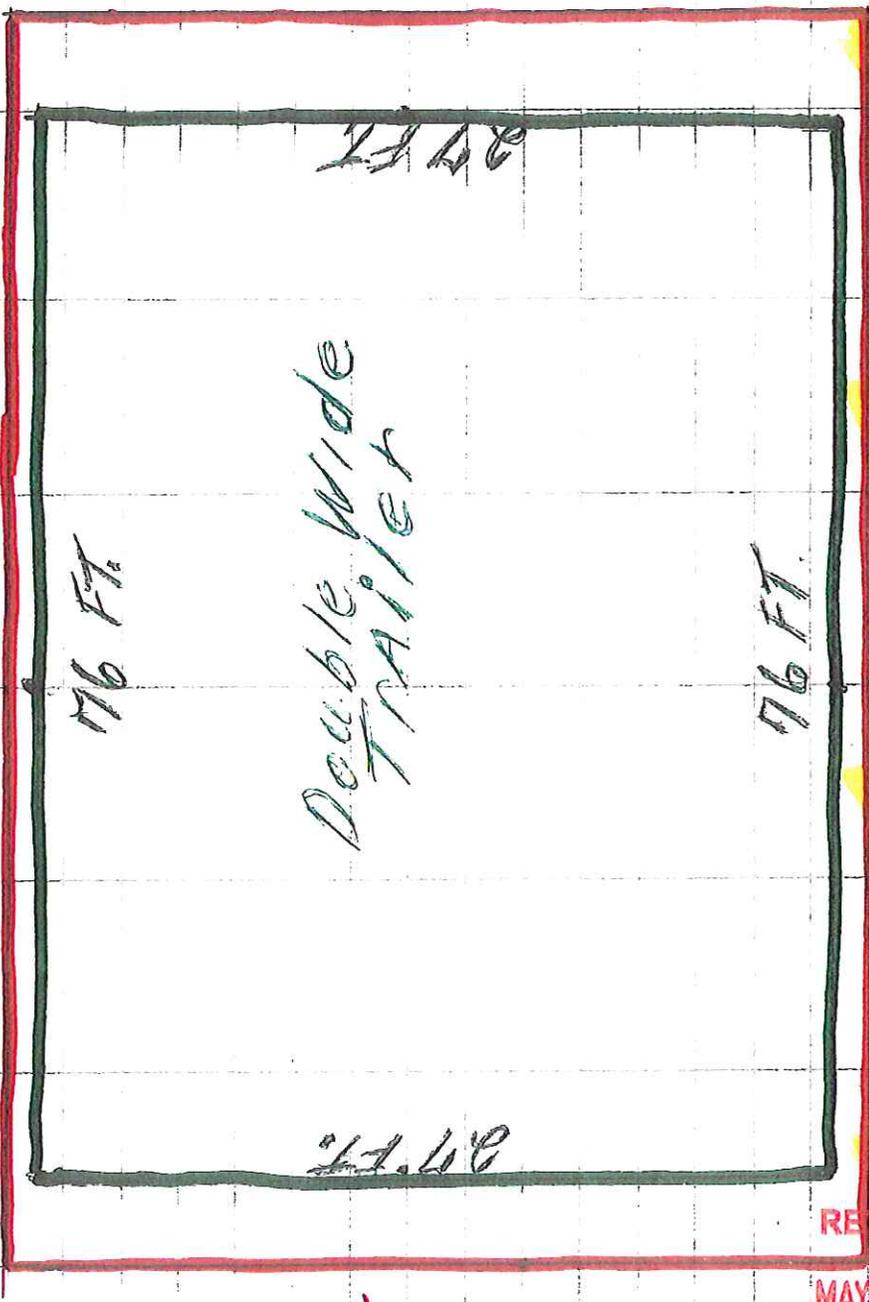
NORTH NORTH STREET 76 Feet

WOOD FENCE 110 Feet

15 FT

SHED 10 FT

SHED 10 FT



80 FT

76 FT

Double Wide TRAILER

89 FT

76 FT

25 FT

10 FT

RECEIVED

MAY 17 2013

SWC LAND USE

AKKE 76 Feet

NORTH
NORTH STREET
76 Feet

HYDRANT

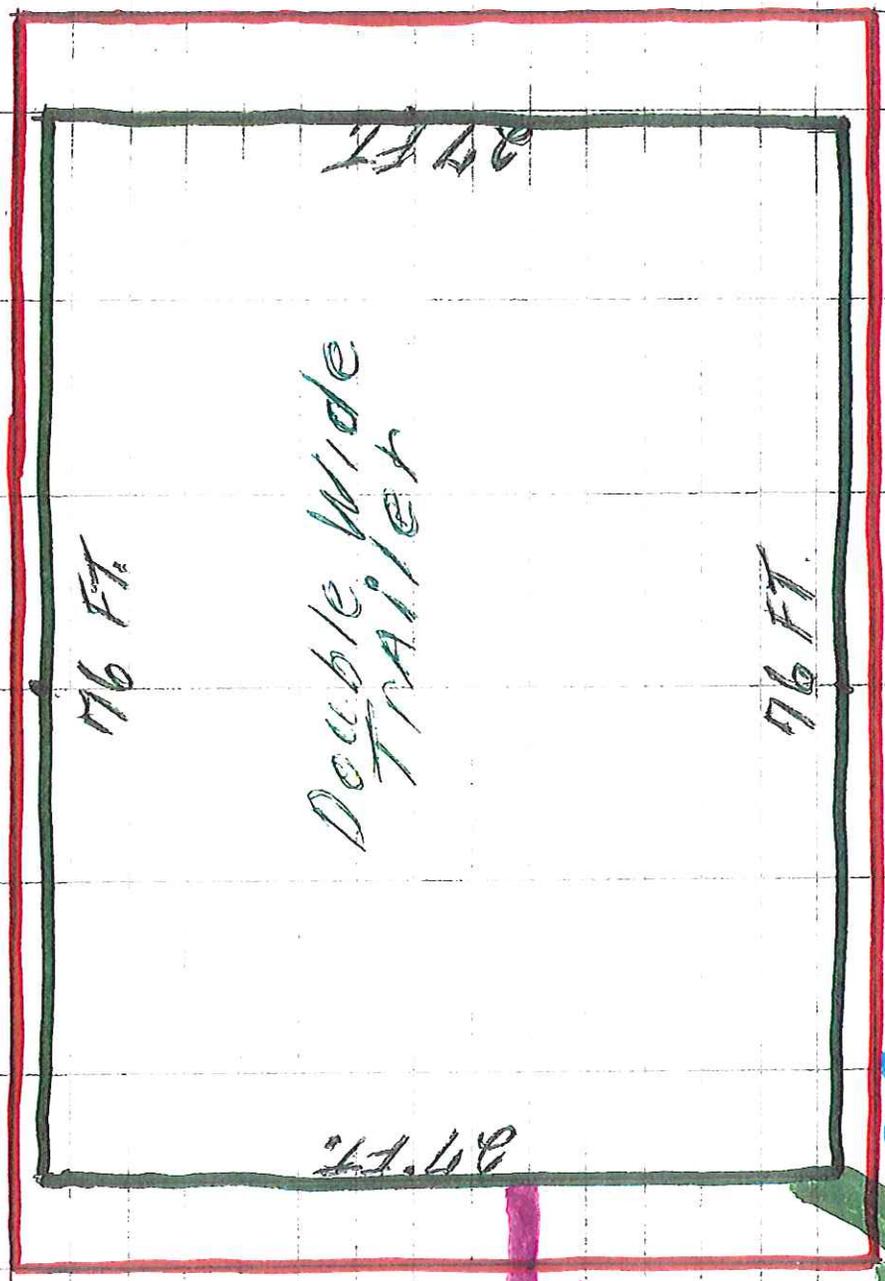
SECOND STREET
110 Feet

WOOD FENCE
110 Feet

SHED
10 FT

SHED
10 FT

15 FT.



27 FT

Double Wide
Trailer

76 FT

76 FT

85 FT

80 FT

RECEIVED
MAY 17 2013
SWC LAND USE

WATER
LINE

AIR
LINES

10 FT
GAS
LINE

AKKAY 76 Feet

**Sweetwater County
Board of County Commissioners
Public Meeting**

June 4, 2013

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

June 4, 2013

County Commissioner's Meeting Room
80 West Flaming Gorge Way
Green River, WY 82935

Public Hearing

1. Ray and Shirley Black
Conditional Use Permit
Vehicle Impound and Storage

Public Hearing

Board of County Commissioners

June 4, 2013 (Tabled April 2, 2013)

Applicant & Property Owner

Ray & Shirley Black
225 Jade Street
Rock Springs, WY 82901

Ray & Shirley Black Conditional Use Permit Vehicle Impound & Storage Yard

Legal Description

88 Gookin-White Mtn Road
T19 R105 S32 SE4
04-1905-32-4-00-017-01

Current Zoning

C
(General Commercial)

Legal Requirements

Adjacent Notices Sent

January 11, 2013

Public Hearing Advertised

January 11, 2013

Sign Posted

February 11, 2013

Services

Access

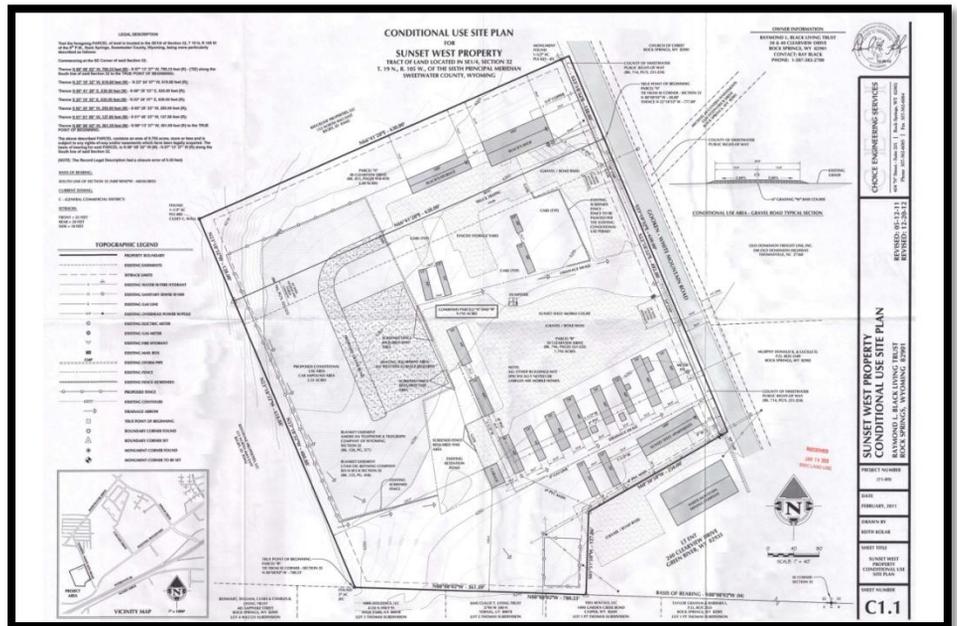
Gookin-White Mountain Rd

Water & Sewer

Clearview WSD

Land Use Presenter

Steve Horton
Planner III
(307) 872-3926



Summary of Application

This is an application for a Conditional Use Permit for Vehicle Impound & Storage Yard. The applicant states the Conditional Use Permit will be operated as follows:

- Vehicle impound and storage yard consisting of approximately 2.35 acres
- Proposed storage of 150 vehicles
- No new structures to be built
- The applicant requests a 5 year term on the Conditional Use Permit
- To be operated 7 days/week/365 days per year
- Clearview Water and Sewer District provides water & sewer services
- Fire protection provided by hydrants in Gookin-White Mtn Road
- Wrecker service haul/tow trucks will unload approx. 4 per week, and semi-tractor trailer trucks will be loaded with bailed cars approx 1-2 times per month
- Garbage disposal to be provided by dumpster on site
- No landscaping is proposed
- Existing screen fence at front to be painted and new screen fence to be constructed to the rear of the lot where bailing to take place.

Public Hearing #3

Ray & Shirley Black

Conditional Use – Impound & Storage

Public Comments

Donald & Lucille Murphy, 1901 Foothill Blvd, recommend the permit be issued.

Agency Comments

- City of Rock Springs: The City of Rock Springs does not permit a vehicle impound yard in Commercial Zone – requires I-2 Heavy Industrial with a Conditional Use in City of Rock Springs. Not compatible with the City's Ordinances. All work in accordance with adopted Ordinances and Fire Code requirements.
- SWC Emergency Management: Containment of fluids (oil, antifreeze, gas) should meet local & state requirements
- SWC Engineering: issue
- Fire District #1: No additional fire flow required with proposed use
- SWC Environmental Health: no environmental health rules apply to the project
- Questar: issue
- CIG & Wyoming Interstate Company: no concerns

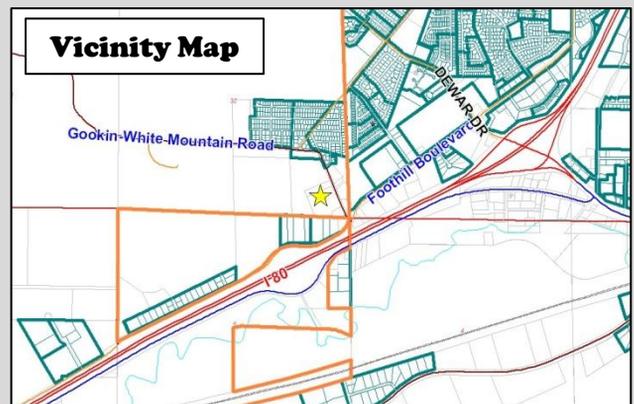
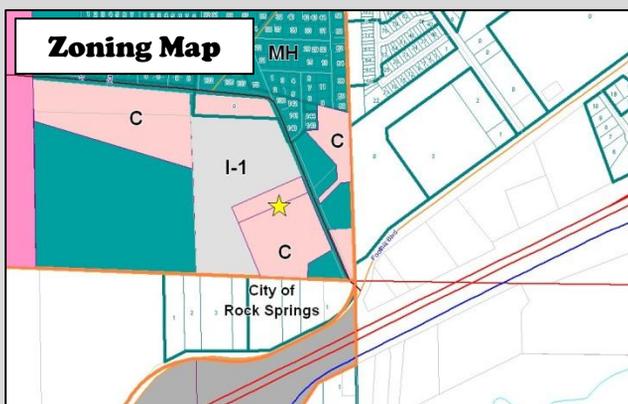
Staff Comments

This Conditional Use Permit request for Vehicle Impound & Storage Yard is for a 5 year term. The applicant is proposing to keep approximately 150 vehicles and bailing of vehicles to the rear of the lot. The proposed use will be properly screened. The applicant has secured a license from the State of Wyoming for Vehicle Storage and Disposal.

Recommendations and Conditions

The Planning & Zoning Commission held a public hearing on this request on March 13, 2013, and by a vote of 5-0 recommended approval of this request subject to the following conditions:

1. The Conditional Use Permit is personal to the applicant
2. Applicant is to comply with the terms and conditions specified in the application
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. **Applicant must secure a Junkyard Permit from WYDOT.**



RECOMMENDATION 13-03-ZO-03

RAYMOND L. AND SHIRLEY E. BLACK CONDITIONAL USE PERMIT IMPOUND YARD AND VEHICLE STORAGE

WHEREAS, Ray L. Black has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for the operation of a vehicle impound and storage yard. This application is to be located a parcel of land owned by Raymond L. and Shirley E. Living Trust and described as:

*A piece, parcel or tract of land situate in the SE/4 of Section 32, Township 19 North, Range 105 West, 6th P.M., of Sweetwater County, Wyoming, more particularly described as follows, to-wit:
Beginning at the Southeast corner of said SE/4, Section 32; thence N. 88°13'37" W., a distance of 84.2 feet to a point; thence N. 23°24'07" W., a distance of 777 feet to a point and place of beginning, being the northern most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein; thence N. 23°24'07" W., a distance of 138 feet to a point; thence S. 66°35'53" W., a distance of 630 feet to a point; thence S. 23°24'07" E., a distance of 138 feet to a point being the westerly most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein;
thence N. 66°35'53" E., a distance of 630 feet to the point and place of beginning; said tract of land containing two acres, more or less;
and A piece, parcel or tract of land located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows:
Beginning at a point on the south line of Section 32, Township 19 North, Range 105 West, North 88°13'37" West at a distance of 780.33 feet from the Southeast corner of said Section 32; thence from the point of beginning North 23°24'07" West for a distance of 480.88 feet; thence North 66°35'53" East for a distance of 630.0 feet to a point on the Westerly Right of Way Line of the County Road known as the Gookin-White Mountain Road; thence South 23°24'07" East along the westerly Right of Way Line of said County Road for a distance of 492.0 feet; thence South 60°25'23" West for a distance of 250.0 feet; thence South 1°46'23" West for a distance of 127.86 feet to a point on the South Line of said Section 32; thence North 88°13'37" West along the South Line of said Section 32 for a distance of 361.69 feet to the point of beginning.
Said parcel of land contains an area of 7.792 acres, more or less.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on March 13, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Conditional Use with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. Applicant must secure a Junkyard License from WYDOT.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 13th day of March, 2013.

Attest:

Sweetwater County
Planning and Zoning Commission


Steven Dale Davis, County Clerk


James Reinard, Chairman

RESOLUTION 13-05-ZO-03

RAYMOND L. AND SHIRLEY E. BLACK CONDITIONAL USE PERMIT IMPOUND YARD AND VEHICLE STORAGE

WHEREAS, Ray L. Black has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for the operation of a vehicle impound and storage yard. This application is to be located a parcel of land owned by Raymond L. and Shirley E. Living Trust and described as:

*A piece, parcel or tract of land situate in the SE/4 of Section 32, Township 19 North, Range 105 West, 6th P.M., of Sweetwater County, Wyoming, more particularly described as follows, to-wit:
Beginning at the Southeast corner of said SE/4, Section 32; thence N. 88°13'37" W., a distance of 84.2 feet to a point;
thence N. 23°24'07" W., a distance of 777 feet to a point and place of beginning, being the northern most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein; thence N. 23°24'07" W., a distance of 138 feet to a point; thence S. 66°35'53" W., a distance of 630 feet to a point; thence S. 23°24'07" E., a distance of 138 feet to a point being the westerly most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein;
thence N. 66°35'53" E., a distance of 630 feet to the point and place of beginning; said tract of land containing two acres, more or less;
and A piece, parcel or tract of land located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows:
Beginning at a point on the south line of Section 32, Township 19 North, Range 105 West, North 88°13'37" West at a distance of 780.33 feet from the Southeast corner of said Section 32; thence from the point of beginning North 23°24'07" West for a distance of 480.88 feet; thence North 66°35'53" East for a distance of 630.0 feet to a point on the Westerly Right of Way Line of the County Road known as the Gookin-White Mountain Road; thence South 23°24'07" East along the westerly Right of Way Line of said County Road for a distance of 492.0 feet; thence South 60°25'23" West for a distance of 250.0 feet; thence South 1°46'23" West for a distance of 127.86 feet to a point on the South Line of said Section 32; thence North 88°13'37" West along the South Line of said Section 32 for a distance of 361.69 feet to the point of beginning.
Said parcel of land contains an area of 7.792 acres, more or less.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013, which was tabled and untabled on June 4, 2013, and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. Applicant must secure a Junkyard License from WYDOT.

Dated this 4th day of June, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 02-11-11
Permit Number: _____
Present Zoning: C
PID: 04-1905-32-4-00-017-01
Overlay: _____

Applicant/Owner Information (Please Print Legibly)

Applicant (required):
(Person legally responsible for construction & operation)

Name: Ray L. Black
Mailing Address: 225 Jade Street
Rock Springs, WY 82901
Phone Number: 382-2700 or 350-6316
E-Mail (optional): _____
Relationship to owner: Owner

Owner of Record (required):

Name: Ray L. Black
Mailing Address: 225 Jade Street
Rock Springs, WY 82901
Phone Number: 382-2700
E-Mail (optional): _____

Agent Information:
(Written authority to legally act on behalf of the Applicant/Owner)

Name: _____
Mailing Address: _____
Phone: _____
E-Mail (optional): _____

Engineer / Architect / Surveyor / Contractor:

Name: Choice Engineering Services, Inc.
Mailing Address: 404 N. Street, Suite 201
Rock Springs, WY 82901
Phone: 362-6065
E-Mail (optional): _____

Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.

Property Description

Subdivision: _____ Lot: _____ Block: _____
Legal Description: Quarter: SE1/4 Section: 32 Township: 19N Range: 105W
Property Identification Number: 04 - 1 9 0 5 - 3 2 - 4 - 0 0 - 0 1 7 - 0 1 (found on tax assessment notice)

Name of Public Street(s) or Highway(s) Abutting Property: Gookin- White Mountain Road
Every Zone Lot must have frontage on a public street or highway. This means that a boundary line of the property (called the "Front Line") must parallel and abut the right of way line of a street or highway dedicated to or otherwise legally established for public use. Contact the County Engineer at (307) 872-3920 if you need to establish frontage.

Access Permit: **County Road:** If utilizing county roads to access your property, obtain required access permits from the Sweetwater County Engineering Department - (307) 872-3920.
State Highway: If utilizing state or Federal highways to access your property, obtain required access permits from the Wyoming Highway Department - (307) 352-3000.

County Assigned Street Address: 88 Gookin White Mountain Road

FEB 11 2011

RECEIVED
JAN 14 2013
SWC LAND USE

RECEIVED

Current and Proposed Structures and Use Information

Briefly answer the following questions:

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

Vehicle Impound and storage yard consisting of approximately 2.35 Acres.

What new structures do you propose to build and describe the proposed uses within those structures? Describe (include construction type, foundation type and dimensions for each structure). Use additional paper if necessary.

No new structures

Duration of Use and Hours of Operation

Duration of Use: How long do you proposed to operate your conditional use. How long a time frame for the operation of your proposed conditional use are you requesting?

Five (5) years

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation:

All year, 7 days per week , Sunday thru Saturday, 8am-5pm.

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

Clearview Service and Improvement District

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

Clearview Service and Improvement District. Outlets to City of Rock Springs system and waste water plant.

Fire Protection. All developments shall comply with the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920. There is 3 existing fire hydrants located along the East side of the property along Gookin White Mountain Road that provide fire protection for this site - See Site Plan.

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and where stored. Show on site plan. Vehicles stored as shown on site plan- all types, on avg. vehicles are brought in and out at a rate of approx. 4 per week

Parking: Describe how many parking spaces your proposed use will require, (contact the County Engineer) and estimate how many of these will be for customers and how many will be for employees. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces? Show parking spaces on site plan. 2 for customers and 3 for employees. See Site Plan

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show on site plan. Identify the number, size, and location of loading spaces required (contact County Engineer) on your site plan. Wrecker service haul/tow trucks will unload vehicles approx. 4 per week
Semi-Tractor trailer trucks will be loaded with bailed cars approx. 1- 2 times per month

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe and show on your site your plans for mitigating traffic and safety concerns through these residential areas. No residential areas nearby.

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive: Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Judy Valentine, Sweetwater County Emergency Management Coordinator at (307) 922-5370. (Use additional paper if necessary.) None

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated by your proposed use and how you propose to dispose of these wastes. Explain how frequently wastes will be to be disposed of and how stored until disposed. Provide plan and use additional paper if necessary.
[Existing large dumpster will be used to dispose of all waste - See Site Plan](#)
[Wyoming Waste Systems empty container twice per week.](#)

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.
[Bailing of vehicles and storage of vehicles as shown on site plan. This activity will not affect off site premises.](#)

Noise, Lights, Odors, Glare, Emissions etc: Describe any noise, lights, odors, glare, emissions or other external affects (off premises) that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.
[None](#)

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.
[No](#)

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial Uses an Engineer Certified drainage plan will be required.
[See Attached Drainage Plan and Report](#)

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? (Show areas on site plan.) If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Certified Hillside Management Plan and/or Wyoming Licensed Engineered is required in preparing your site and access plans.
[Yes this property is within the Growth Management Areas but does not contain slopes greater than 15%. See Site Plan.](#)

Dust and Erosion Control Plan: Describe in detail your plans stabilize your site in order to control blowing dust and runoff from your property. Explain what erosion and dust control measures you plan to take. Describe any structures you plan to build to control manure or other runoff. On your site plan show over lot drainage and how enters on to neighbors property.
[See attached dust and erosion control plan.](#)

Aesthetic Consideration

Sweetwater County encourages development in a manner that maintains or improves the quality of aesthetic appearances of our communities. Listed below are some suggested site plan elements that will enhance development. These are often considered by the Planning and Zoning Commission and the Board of Commissioners. The developer is encouraged to address the following items in their project and to implement their own ideas to improve aesthetics:

Landscaping: Describe how you plan to landscape and maintain any proposed landscaping. Show landscaping on site plan.

[None](#)

Lighting: Describe your plans for exterior lighting. To avoid glare, the County encourages down focused sodium vapor lighting. At least one exterior light is recommended for security purposes. Show location of lighting on site plan.

[None](#)

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well. Attach sketches or architectural plans for your building:

[None](#)

Signs: Describe the nature and location of signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

[None](#)

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property. How do you plan to screen these items from view? Show the locations of exterior storage areas on your site plan.

[See Site Plan for storage and equipment areas. See Site Plan for existing and proposed fence including screening.](#)

Screening/Fencing: Describe your plans for screening exterior storage. Include in your description the materials you plan to construct the screen out of, the color of the screening, the height of the screening and how you plan to maintain the screening. Attach separate screening plans. Show areas to be screened on site plan.

[Shown on Site Plan](#)

Scenic and Highway Frontage Areas: Describe in detail your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas? Visually describe your plans by attaching colored plans and drawings. Provide detail on site plan.

[N/A](#)

Growth Management Area: Agriculture Supplemental Regulations

If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:

Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area: If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area. If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area. Please describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

N/A

Proposed Animal Use: Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

N/A

Animal Waste Management: Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan waste disposal areas and associated diking or other control structures or plans to control the offsite affects of animal wastes. A certified nutrient management plan may be required.

N/A

Animals Feeding Plan: Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities:

N/A

Animal Mortality Plan: Describe your plan for removing dead animals associated with your operation:

N/A

IMPORTANT NOTICES

WETLANDS NOTICE The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

FLOOD PLAIN INSURANCE Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

STATE FIRE CODE REQUIREMENTS Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County rely upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.

 _____ Signature of Applicant (Required)	2-9-11 _____ Date	 _____ Signature of Land Owner of Record (Required)	2-9-11 _____ Date
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Ray L. Black

Print Name

Ray L. Black

Print Name

Signature of Agent

Date

Print Name

NOTE:

Applicant = Person legally responsible for construction & operation
Agent = Attach written legal authority to act on behalf of the applicant/owner.
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

STATE OF WYOMING
VEHICLE STORAGE AND DISPOSAL FACILITY LICENSE

THIS IS TO CERTIFY

SUNSET WEST **04-J0004**
Business Name License Number

has met the requirements as set forth by Wyoming Statute 31-13-114, and is duly licensed to engage in the business of a vehicle storage and disposal facility in the State of Wyoming.

Location Address: 88 WHITE MTN ROAD
City, State, Zip: ROCK SPRINGS, WY 82901

Effective Date: MAY 21, 2013

Expiration Date: MAY 21, 2014

MVAAY-201 (11-00)





Sweetwater County Child Developmental Center
Helping Kids Soar!
520 Wilkes Drive Suite #14 Green River, WY.82935
P: 307-875-0268 F: 307-875-3805



April 22, 2013

If you would like to have copies of all the individual receipts for maintenance, please let me know and I will furnish them.

Thank you.

A handwritten signature in blue ink that reads "Gail A. Thienke".

Gail A. Thienke
Regional Business Manager



Sweetwater County Child Developmental Center
 General Ledger Activity
 from July 01, 2012 to March 31, 2013
 for Object Code

Date	Type	Reference	Entity Num	Name	Memo	Debit	Credit	Balance
210-200-30-6400-401 State of Wyoming-Rock Springs Center-Developmental Preschool-Occupancy-utilities								
BEGSAL								
07/12/2012	AP-BII	7/22/12	ROC	ROCK SPRINGS MUN UTILITY		666.04	0.00	0.00
07/12/2012	AP-BII	7/23/12	POWER	ROCKY MTN POWER		804.49	0.00	666.04
07/13/2012	AP-BII	1599983	WYO	WYOMING WASTE SERVICE		142.35	0.00	1,470.53
07/31/2012	AP-BII	8/10/12	POWER	ROCKY MTN POWER		271.45	0.00	1,812.88
08/07/2012	AP-BII	1619277	WYO	WYOMING WASTE SERVICE		141.58	0.00	1,884.33
08/08/2012	AP-BII	8/21/12	ROC	ROCK SPRINGS MUN UTILITY		488.86	0.00	2,025.91
08/16/2012	AP-BII	8/6/12	POWER	ROCKY MTN POWER		881.15	0.00	2,494.77
08/28/2012	AP-BII	9/6/12	QUE	QUESTAR GAS		41.84	0.00	3,375.92
09/11/2012	AP-BII	9/21/12	POWER	ROCKY MTN POWER		965.73	0.00	3,417.76
09/12/2012	AP-BII	1636510	WYO	WYOMING WASTE SERVICE		141.32	0.00	4,383.49
09/12/2012	AP-BII	9/24/12	ROC	ROCK SPRINGS MUN UTILITY		516.45	0.00	4,524.81
09/25/2012	AP-BII	10/10/12	QUE	QUESTAR GAS		53.59	0.00	5,041.26
10/09/2012	AP-BII	1651331	WYO	WYOMING WASTE SERVICE		141.97	0.00	5,094.85
10/10/2012	AP-BII	10/21/12	ROC	ROCK SPRINGS MUN UTILITY		345.17	0.00	5,236.82
10/10/2012	AP-BII	2011	SOL	SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT #1		280.00	0.00	5,581.99
10/24/2012	AP-BII	11/6/12	QUE	QUESTAR GAS		88.61	0.00	5,950.60
11/13/2012	AP-BII	11/21/12	POWER	ROCKY MTN POWER		1,545.49	0.00	7,496.09
11/13/2012	AP-BII	11/21/12	ROC	ROCK SPRINGS MUN UTILITY		292.17	0.00	7,788.26
11/13/2012	AP-BII	168123	WYO	WYOMING WASTE SERVICE		143.00	0.00	7,931.26
11/27/2012	AP-BII	12/6/12	QUE	QUESTAR GAS		338.36	0.00	8,269.62
12/10/2012	AP-BII	12/23/12	ROC	ROCK SPRINGS MUN UTILITY		195.50	0.00	8,465.12
12/10/2012	AP-BII	12/24/12	POWER	ROCKY MTN POWER		822.79	0.00	9,287.91
12/10/2012	AP-BII	1681796	WYO	WYOMING WASTE SERVICE		143.51	0.00	9,431.42
01/07/2013	AP-BII	1/22/13	ROC	ROCK SPRINGS MUN UTILITY		212.80	0.00	9,644.22
01/07/2013	AP-BII	1696383	WYO	WYOMING WASTE SERVICE		150.02	0.00	9,794.24
01/07/2013	AP-BII	1/7/13	QUE	QUESTAR GAS		573.45	0.00	10,367.69
01/16/2013	AP-BII	1/24/13	POWER	ROCKY MTN POWER		849.33	0.00	11,217.02
01/30/2013	AP-BII	2/7/13	QUE	QUESTAR GAS		953.93	0.00	12,170.95
02/12/2013	AP-BII	1/12/2013	WYO	WYOMING WASTE SERVICE		149.07	0.00	12,320.02
02/12/2013	AP-BII	2/21/13	ROC	ROCK SPRINGS MUN UTILITY		184.65	0.00	12,504.67
02/20/2013	AP-BII	2/22/13	POWER	ROCKY MTN POWER		926.02	0.00	13,430.69
02/20/2013	AP-BII	3/7/12	QUE	QUESTAR GAS		625.14	0.00	14,055.83
03/05/2013	AP-BII	03/21/13	ROC	ROCK SPRINGS MUN UTILITY		191.73	0.00	14,247.56
03/06/2013	AP-BII	1/26/105	WYO	WYOMING WASTE SERVICE		143.53	0.00	14,396.09
03/19/2013	AP-BII	3/26/13	POWER	ROCKY MTN POWER		885.07	0.00	15,281.16
Totals						\$15,281.16	\$0.00	
210-200-30-6400-402 State of Wyoming-Rock Springs Center-Developmental Preschool-Occupancy-rent								
BEGSAL								
07/01/2012	AP-BII	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	0.00
08/01/2012	AP-BII	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	85.00
09/01/2012	AP-BII	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	170.00
Totals						255.00	0.00	255.00

Sweetwater County Child Developmental Center

General Ledger Activity
from July 01, 2012 to March 31, 2013
for Object Code

Date	Type	Reference	Entity Num	Name	Memo	Debit	Credit	Balance
10/01/2012	AP-Bill	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	340.00
11/01/2012	AP-Bill	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	425.00
12/01/2012	AP-Bill	Rec-2/2012	ABC-STOR	ABC STORAGE, LLC.		85.00	0.00	510.00
Totals								
						\$510.00	\$0.00	
210-200-30-6400-403 State of Wyoming-Rock Springs Center-Developmental Preschool-Occupancy-maintenance								
BEGBAL								
07/17/2012	AP-Bill	7/25/12	DEPOT	HOME DEPOT		217.92	0.00	217.92
07/18/2012	AP-Bill	6/30/12	ACE-RS	ROCK SPRINGS ACE HARDWARE		125.46	0.00	343.38
07/19/2012	AP-Bill	7/15/12	ACE-GR	GREEN RIVER ACE HARDWARE		34.99	0.00	378.37
07/18/2012	AP-Bill	7/20/12	ALS	ALSCO		117.04	0.00	495.41
08/08/2012	AP-Bill	LOGD745518	ALS	ALSCO		118.04	0.00	613.45
08/15/2012	AP-Bill	1629-285	WVWC	WILD WEST WEED CONTROL		300.00	0.00	913.45
08/15/2012	AP-Bill	LOAF-PAUL	VISA	FIRST BANKCARD		15.00	0.00	928.45
08/21/2012	AP-Bill	7/159	VAU	VAUGHN'S PLUMBING & HEATING CO		1,356.00	0.00	2,284.45
09/05/2012	AP-Bill	8/15/12	ACE-RS	ROCK SPRINGS ACE HARDWARE		2.49	0.00	2,286.94
09/11/2012	AP-Bill	3948	WYOE	Wyoelectric		145.68	0.00	2,432.62
09/12/2012	AP-Bill	1721	TECH	MOORE TECHNOLOGY SERVICES		560.00	0.00	2,992.62
09/17/2012	AP-Bill	8313	VAU	VAUGHN'S PLUMBING & HEATING CO		463.00	0.00	3,445.62
09/18/2012	AP-Bill	9/5/12	DEPOT	HOME DEPOT		42.89	0.00	3,488.51
09/18/2012	AP-Bill	9/5/12	DEPOT	HOME DEPOT		14.64	0.00	3,503.15
09/18/2012	AP-Bill	logg751357	ALS	ALSCO		147.55	0.00	3,650.70
09/27/2012	AP-Bill	SH05702A12	OTIS	OTIS ELEVATOR COMPANY		6,452.52	0.00	10,103.22
10/03/2012	AP-Bill	8390	VAU	VAUGHN'S PLUMBING & HEATING CO		840.00	0.00	10,943.22
10/10/2012	AP-Bill	10/5/12	ALS	ALSCO		118.04	0.00	11,061.26
10/10/2012	AP-Bill	19260	HSL	HIGH SECURITY LOCK ALARM		75.00	0.00	11,136.26
10/10/2012	AP-Bill	78268107	ORK	ORKIN EXTERMINATING CO.		349.00	0.00	11,485.26
10/17/2012	AP-Bill	10/5/12	DEPOT	HOME DEPOT		36.59	0.00	11,521.85
10/31/2012	AP-Bill	78268107	ORK	ORKIN EXTERMINATING CO.		164.70	0.00	11,686.55
11/03/2012	AP-Bill	RON-S-PAUL	VISA	FIRST BANKCARD		56.75	0.00	11,743.30
11/06/2012	AP-Bill	8883	VAU	VAUGHN'S PLUMBING & HEATING CO		80.00	0.00	11,803.30
11/13/2012	AP-Bill	777409	ALS	ALSCO		147.55	0.00	11,950.85
11/27/2012	AP-Bill	1/23/12	ORK	ORKIN EXTERMINATING CO.		165.10	0.00	12,115.95
12/06/2012	AP-Bill	79354741	ORK	ORKIN EXTERMINATING CO.		99.14	0.00	12,215.09
12/10/2012	AP-Bill	785364	ALS	ALSCO		118.04	0.00	12,333.13
12/10/2012	AP-Bill	9055	VAU	VAUGHN'S PLUMBING & HEATING CO		430.00	0.00	12,763.13
12/19/2012	AP-Bill	81818	D&L	D & L EXCAVATION, INC.		380.00	0.00	13,143.13
01/07/2013	AP-Bill	81822	D&L	D & L EXCAVATION, INC.		190.00	0.00	13,333.13
01/07/2013	AP-Bill	81829	D&L	D & L EXCAVATION, INC.		570.00	0.00	13,903.13
01/16/2013	AP-Bill	793291	ALS	ALSCO		118.04	0.00	14,021.17
01/23/2013	AP-Bill	1/25/13	ORK	ORKIN EXTERMINATING CO.		164.30	0.00	14,185.47
01/30/2013	AP-Bill	1/20/13	REE	DEBORAH REED		5.50	0.00	14,190.97
01/30/2013	AP-Bill	81840	D&L	D & L EXCAVATION, INC.		570.00	0.00	14,760.97
02/04/2013	AP-Bill	1/15/13	ACE-GR	GREEN RIVER ACE HARDWARE		299.99	0.00	15,060.96
02/04/2013	AP-Bill	1/15/13	ACE-GR	GREEN RIVER ACE HARDWARE		107.82	0.00	15,168.78

Client ID: SWEET - Sweetwater County Child Development
Pay Group: Semi-Monthly

EMPLOYEE TOTAL:
7/1/2012 - 12/31/2012
Gross Pay: 9,246.63 **Net Pay:** 7,753.30

Report Date Range: By Pay Date
7/1/2012 - 12/31/2012

Sweetwater County Child Development

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		Gross Pay: 9,246.63		Net Pay: 7,753.30		Total Earnings: 9,246.63		Total Taxes: 1,493.33		Total Deductions: 0.00	
Employee#:	Department:	Title	Hours	Dollars	Title	Dollars	Title	Dollars	Title	Dollars	Title	Dollars	Dollars
63 N 4th W Green River, WY 82935 SSN: XXX-XX-8533	221 300	Regular Salary Paid Time Off	636.00 60.20 42.00	7,744.68 737.45 514.50	Bonus	250.00	SOC SEC EE MED EE	388.36 134.08	FEDERAL WH	970.89			
<p>EMPLOYEE TOTAL: 7/1/2012 - 12/31/2012 Gross Pay: 9,246.63 Net Pay: 7,753.30</p>													
<p>Sweetwater Employee#: 221 Department: 300</p>													
<p>Regular Check</p>													
Pay Date:	7/13/2012	Gross Pay:	2,333.33		Salary	56.33	2,333.33		SOC SEC EE	96.32	MED EE	273.05	33.26
Period End:	7/9/2012	Net Pay:	1,757.50						FEDERAL WH	273.05		10.56	133.11
Voucher#:	V176731	Check Amt:	0.00										40.1K
Run #:	33	Direct Dep:	1,757.50										Pretax Vision
<p>Total Hours: 56.33 Total Earnings: 2,333.33 Total Taxes: 402.63 Total Deductions: 173.20</p>													
<p>Regular Check</p>													
Pay Date:	7/31/2012	Gross Pay:	2,333.33		Salary	56.33	2,333.33		SOC SEC EE	96.31	MED EE	273.05	33.25
Period End:	7/24/2012	Net Pay:	1,757.51						FEDERAL WH	273.05		10.56	133.11
Voucher#:	V193854	Check Amt:	0.00										40.1K
Run #:	34	Direct Dep:	1,757.51										Pretax Vision
<p>Total Hours: 56.33 Total Earnings: 2,333.33 Total Taxes: 402.61 Total Deductions: 173.20</p>													
<p>Regular Check</p>													
Pay Date:	8/15/2012	Gross Pay:	2,387.50		Salary	56.31	2,387.50		SOC SEC EE	98.59	MED EE	286.60	34.04
Period End:	8/9/2012	Net Pay:	1,795.07						FEDERAL WH	286.60		10.56	133.11
Voucher#:	V213139	Check Amt:	0.00										40.1K
Run #:	35	Direct Dep:	1,795.07										Pretax Vision
<p>Total Hours: 56.31 Total Earnings: 2,387.50 Total Taxes: 419.23 Total Deductions: 173.20</p>													
<p>Regular Check</p>													
Pay Date:	9/14/2012	Gross Pay:	2,387.50		Salary	56.31	2,387.50		SOC SEC EE	98.59	MED EE	286.60	34.04
Period End:	9/9/2012	Net Pay:	1,795.07						FEDERAL WH	286.60		10.56	133.11
Voucher#:	V254133	Check Amt:	0.00										40.1K
Run #:	36	Direct Dep:	1,795.07										Pretax Vision
<p>Total Hours: 56.31 Total Earnings: 2,387.50 Total Taxes: 419.23 Total Deductions: 173.20</p>													
<p>Regular Check</p>													
Pay Date:	9/28/2012	Gross Pay:	2,387.50		Salary	56.31	2,387.50		SOC SEC EE	98.59	MED EE	284.06	34.03
Period End:	9/24/2012	Net Pay:	1,787.48						FEDERAL WH	284.06		10.56	143.25
Voucher#:	V271072	Check Amt:	0.00										40.1K
Run #:	39	Direct Dep:	1,787.48										Pretax Vision
<p>Total Hours: 56.31 Total Earnings: 2,387.50 Total Taxes: 416.68 Total Deductions: 183.34</p>													
<p>Regular Check</p>													
Pay Date:	10/15/2012	Gross Pay:	2,387.50		Salary	56.31	2,387.50		SOC SEC EE	98.59	MED EE	284.06	34.04
Period End:	10/9/2012	Net Pay:	1,787.47						FEDERAL WH	284.06		10.56	143.25
Voucher#:	V292705	Check Amt:	0.00										40.1K
Run #:	40	Direct Dep:	1,787.47										Pretax Vision
<p>Total Hours: 56.31 Total Earnings: 2,387.50 Total Taxes: 416.69 Total Deductions: 183.34</p>													

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly

CHECK HISTORY DETAIL
 Sweetwater County Child Development

Report Date Range: By Pay Date
 7/1/2012 - 12/31/2012

Pay Date:	8/15/2012	Regular Check	Gross Pay:	1,796.66	Salary	64.17	1,796.66	SOC SEC EE	73.19	MED EE	25.27	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	8/9/2012		Net Pay:	1,396.41				FEDERAL WH	247.87			Pretax Medical	31.51	Flex	10.00
Voucher#:	V213151		Check Amt:	0.00											
Run #:	35		Direct Dep:	1,396.41											
			Total Hours:	64.17											
			Total Earnings:	1,796.66											
			Total Taxes:	346.33											
Pay Date:	8/31/2012	Regular Check	Gross Pay:	1,950.65	Regular	5.50	1,950.65	SOC SEC EE	79.66	MED EE	27.50	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	8/24/2012		Net Pay:	1,503.20	Salary	64.17	1,796.66	FEDERAL WH	286.37			Pretax Medical	31.51	Flex	10.00
Voucher#:	V232096		Check Amt:	0.00											
Run #:	36		Direct Dep:	1,503.20											
			Total Hours:	69.67											
			Total Earnings:	1,950.65											
			Total Taxes:	393.53											
Pay Date:	9/14/2012	Regular Check	Gross Pay:	1,838.66	Regular	1.50	42.00	SOC SEC EE	74.96	MED EE	25.88	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	9/9/2012		Net Pay:	1,425.53	Salary	64.17	1,796.66	FEDERAL WH	258.37			Pretax Medical	31.51	Flex	10.00
Voucher#:	V254145		Check Amt:	0.00											
Run #:	38		Direct Dep:	1,425.53											
			Total Hours:	65.67											
			Total Earnings:	1,838.66											
			Total Taxes:	359.21											
Pay Date:	9/28/2012	Regular Check	Gross Pay:	1,821.86	Regular	0.50	25.20	SOC SEC EE	74.26	MED EE	25.63	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	9/24/2012		Net Pay:	1,413.88	Salary	64.17	1,796.66	FEDERAL WH	254.17			Pretax Medical	31.51	Flex	10.00
Voucher#:	V271084		Check Amt:	0.00											
Run #:	39		Direct Dep:	1,413.88											
			Total Hours:	65.07											
			Total Earnings:	1,821.86											
			Total Taxes:	354.06											
Pay Date:	10/15/2012	Regular Check	Gross Pay:	1,802.26	Regular	0.20	5.60	SOC SEC EE	73.43	MED EE	25.36	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	10/9/2012		Net Pay:	1,400.28	Salary	64.17	1,796.66	FEDERAL WH	249.27			Pretax Medical	31.51	Flex	10.00
Voucher#:	V292717		Check Amt:	0.00											
Run #:	40		Direct Dep:	1,400.28											
			Total Hours:	64.37											
			Total Earnings:	1,802.26											
			Total Taxes:	348.06											
Pay Date:	10/31/2012	Regular Check	Gross Pay:	1,833.06	Regular	1.30	36.40	SOC SEC EE	74.72	MED EE	25.79	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	10/24/2012		Net Pay:	1,421.66	Salary	64.17	1,796.66	FEDERAL WH	256.97			Pretax Medical	31.51	Flex	10.00
Voucher#:	V315858		Check Amt:	0.00											
Run #:	41		Direct Dep:	1,421.66											
			Total Hours:	65.47											
			Total Earnings:	1,833.06											
			Total Taxes:	357.48											
Pay Date:	11/9/2012	Additional Check	Gross Pay:	250.00	Bonus			SOC SEC EE	10.50	MED EE	3.63				
Period End:	11/2/2012		Net Pay:	235.87				FEDERAL WH							
Check#:	10366		Check Amt:	235.87											
Run #:	42		Direct Dep:	235.87											
			Total Hours:	0.00											
			Total Earnings:	250.00											
			Total Taxes:	14.13											
Pay Date:	11/15/2012	Regular Check	Gross Pay:	1,807.86	Regular	0.40	11.20	SOC SEC EE	73.67	MED EE	25.43	Pretax Dental	7.50	Pretax Vision	4.91
Period End:	11/9/2012		Net Pay:	1,404.17	Salary	64.17	1,796.66	FEDERAL WH	250.57			Pretax Medical	31.51	Flex	10.00
Voucher#:	V337400		Check Amt:	0.00											
Run #:	43		Direct Dep:	1,404.17											
			Total Hours:	64.57											
			Total Earnings:	1,807.86											
			Total Taxes:	349.77											

CHECK HISTORY DETAIL

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly

CHECK HISTORY DETAIL
 Sweetwater County Child Development

Report Date Range: By Pay Date
 7/1/2012 - 12/31/2012

Pay Date:	Regular Check	Salary	64.17	1,796.66	SOC SEC EE FEDERAL WH	73.19 247.87	MED EE	25.27	Pretax Dental Pretax Medical	7.50 31.51	Pretax Vision Flex	4.91 10.00	
11/30/2012	Gross Pay: 1,796.66												
11/24/2012	Net Pay: 1,396.41												
Voucher#:	V356663	Check Amt: 0.00											
Run #:	44	Direct Dep: 1,396.41											
			Total Hours: 64.17	Total Earnings: 1,796.66	Total Taxes: 346.33			Total Deductions: 53.92					
12/14/2012	Gross Pay: 1,877.86	Regular	2.90	81.20	SOC SEC EE FEDERAL WH	76.61 268.17	MED EE	26.45	Pretax Dental Pretax Medical	7.50 31.51	Pretax Vision Flex	4.91 10.00	
12/9/2012	Net Pay: 1,452.71	Salary	64.17	1,796.66									
Voucher#:	V379645	Check Amt: 0.00											
Run #:	45	Direct Dep: 1,452.71											
			Total Hours: 67.07	Total Earnings: 1,877.86	Total Taxes: 371.23			Total Deductions: 53.92					
12/21/2012	Gross Pay: 1,796.66	Regular	64.17	1,796.66	SOC SEC EE FEDERAL WH	73.19 247.87	MED EE	25.27	Pretax Dental Pretax Medical	7.50 31.51	Pretax Vision Flex	4.91 10.00	
12/24/2012	Net Pay: 1,396.41	Salary											
Voucher#:	V588921	Check Amt: 0.00											
Run #:	46	Direct Dep: 1,396.41											
			Total Hours: 64.17	Total Earnings: 1,796.66	Total Taxes: 346.33			Total Deductions: 53.92					
EMPLOYEE TOTAL:													
7/1/2012 - 12/31/2012			Regular	12.70	355.59	Bonus	250.00	FEDERAL WH	903.70	Pretax Dental	90.00	Pretax Vision	58.92
			Salary	770.04	21,559.92			MED EE	312.00	Pretax Medical	379.78	Flex	120.00
			Total Hours: 782.74	Total Earnings: 22,165.51	Total Taxes: 4,278.63			Total Deductions: 648.70					

43 7388.51

0.00
 Salary
 3,062.93
 7,036.63
 4,660.56
 1,860.56

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly

CHECK HISTORY DETAIL
 Sweetwater County Child Development

Report Date Range: By Pay Date
 7/1/2012 - 12/31/2012

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular Salary	103.60	1,686.36	Bonus	250.00	SOC SEC EE	548.59	FEDERAL WH	671.24	401K Loan
	720.00	11,924.25			MED EE	189.39			Disability PT
									Pretax Vision
Gross Pay:	13,870.61	Net Pay:	10,022.16	Total Hours:	823.60	Total Earnings:	15,870.61	Total Taxes:	1,409.22
									Total Deductions:
									2,439.23

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular 2	3.80	46.56		SOC SEC EE	1.96	FEDERAL WH	25.00		
				MED EE	0.68				
Total Hours:	3.80	Total Earnings:	46.56	Total Taxes:	27.64	Total Deductions:	0.00		

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular 2	3.80	46.56		SOC SEC EE	1.96	FEDERAL WH	25.00		
				MED EE	0.68				
Total Hours:	3.80	Total Earnings:	46.56	Total Taxes:	27.64	Total Deductions:	0.00		

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular	11.60	200.08		SOC SEC EE	51.49	MED EE	17.78	401K Loan	4.91
Salary	59.76	1,030.78		FEDERAL WH	97.02				Pretax Vision
Total Hours:	71.36	Total Earnings:	1,230.86	Total Taxes:	166.29	Total Deductions:	51.26		

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular	38.40	662.35		SOC SEC EE	70.90	MED EE	24.49	401K Loan	4.91
Salary	59.76	1,030.78		FEDERAL WH	166.36				Pretax Vision
Total Hours:	98.16	Total Earnings:	1,693.13	Total Taxes:	261.74	Total Deductions:	51.26		

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular	25.80	445.02		SOC SEC EE	61.78	MED EE	21.33	401K Loan	4.91
Salary	59.76	1,030.78		FEDERAL WH	133.75				Pretax Vision
Total Hours:	85.56	Total Earnings:	1,475.80	Total Taxes:	216.87	Total Deductions:	51.26		

EMPLOYEE TOTAL:		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012		7/1/2012 - 12/31/2012	
Regular	0.30	5.28		SOC SEC EE	44.10	MED EE	15.22	401K Loan	4.91
Salary	59.64	1,049.67		FEDERAL WH	61.75				Pretax Vision
Total Hours:	59.94	Total Earnings:	1,054.95	Total Taxes:	121.07	Total Deductions:	146.35		

CHECK HISTORY DETAIL

Payroll taxes 1070.77 Benefits 1024.29

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly
 Report Date Range: By Pay Date
 1/1/2013 - 3/31/2013

CHECK HISTORY DETAIL

Sweetwater County Child Development

Earnings		Taxes		Deductions	
Title	Hours	Dollars	Title	Dollars	Dollars
Regular	90.40	1,107.40	SOC SEC EE	68.56	16.06
			FEDERAL WH	134.55	
Total Hours: 90.40		Total Earnings: 1,107.40	Total Taxes: 219.27		Total Deductions: 0.00
Regular	14.20	173.95	SOC SEC EE	19.90	4.65
Paid Time Off	12.00	147.00	FEDERAL WH	22.93	
Total Hours: 26.20		Total Earnings: 320.95	Total Taxes: 47.48		Total Deductions: 0.00
Regular	104.60	1,281.35	SOC SEC EE	88.56	157.48
Paid Time Off	12.00	147.00	MED EE	20.71	
Total Hours: 116.60		Total Earnings: 1,428.35	Total Taxes: 266.75		Total Deductions: 0.00

EMPLOYEE TOTAL:

1/1/2013 - 3/31/2013

Gross Pay: 1,428.35 Net Pay: 1,161.60

*Memo Calculation (net included in totals) **Reimbursement (net included in totals)

0.00
 0.00
 1,428.35
 266.75
 1,161.60
 0.00

CHECK HISTORY DETAIL

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly

CHECK HISTORY DETAIL
 Sweetwater County Child Development

Report Date Range: By Pay Date
 1/1/2013 - 3/31/2013

		Earnings		Taxes		Deductions	
Title	Hours	Dollars	Title	Dollars	Title	Dollars	Dollars
Regular	30.60	344.25	SOC SEC EE	21.34	MED EE	4.99	
			FEDERAL WH				
Total Hours: 30.60		Total Earnings: 344.25		Total Taxes: 26.33		Total Deductions: 0.00	
Regular	37.10	417.38	SOC SEC EE	25.98	MED EE	6.05	
			FEDERAL WH				
Total Hours: 37.10		Total Earnings: 417.38		Total Taxes: 31.93		Total Deductions: 0.00	
Regular	33.30	374.62	SOC SEC EE	23.23	MED EE	5.44	
			FEDERAL WH				
Total Hours: 33.30		Total Earnings: 374.62		Total Taxes: 28.67		Total Deductions: 0.00	
Regular	22.30	250.88	SOC SEC EE	15.55	MED EE	3.63	
			FEDERAL WH				
Total Hours: 22.30		Total Earnings: 250.88		Total Taxes: 19.18		Total Deductions: 0.00	
EMPLOYEE TOTAL:							
Regular	123.30	1,387.13	SOC SEC EE	86.00	FEDERAL WH		
			MED EE	20.11			
Total Hours: 123.30		Total Earnings: 1,387.13		Total Taxes: 106.11		Total Deductions: 0.00	
		Gross Pay: 1,387.13					
		Net Pay: 1,281.02					

*Memo Calculation (not included in table) **Reimbursement (not included in table)

Client ID: SWEET - Sweetwater County Child Development
 Pay Group: Semi-Monthly

CHECK HISTORY DETAIL
 Sweetwater County Child Development

Report Date Range: By Pay Date
 1/1/2013 - 3/31/2013

Earnings		Taxes		Deductions	
Title	Hours	Dollars	Title	Dollars	Dollars
Regular 2	23.20	234.74	SOC SEC EE	3.40	
Regular Check			FEDERAL WH	14.55	
Pay Date: 1/15/2013	Gross Pay: 234.74			39.52	
Period End: 1/9/2013	Net Pay: 177.27				
Check#: 10456	Check Amt: 177.27				
Run #: 47	Direct Dep: 0.00				
Total Hours: 23.20		Total Earnings: 234.74	Total Taxes: 57.47		Total Deductions: 0.00
Salary	46.10	541.68	SOC SEC EE	12.82	
Regular 2	34.30	342.41	FEDERAL WH	125.27	
Regular Check					
Pay Date: 1/31/2013	Gross Pay: 884.09				
Period End: 1/24/2013	Net Pay: 691.18				
Check#: 10464	Check Amt: 691.18				
Run #: 49	Direct Dep: 0.00				
Total Hours: 80.40		Total Earnings: 884.09	Total Taxes: 192.91		Total Deductions: 0.00
Regular	39.70	466.48	SOC SEC EE	12.73	
Regular 2	41.40	411.28	FEDERAL WH	124.32	
Regular Check					
Pay Date: 2/15/2013	Gross Pay: 877.76				
Period End: 2/9/2013	Net Pay: 686.29				
Check#: 10473	Check Amt: 686.29				
Run #: 50	Direct Dep: 0.00				
Total Hours: 81.10		Total Earnings: 877.76	Total Taxes: 191.47		Total Deductions: 0.00
Regular	53.10	623.92	SOC SEC EE	9.19	
Regular 2			FEDERAL WH	8.70	
Regular Check					
Pay Date: 2/28/2013	Gross Pay: 633.62				
Period End: 2/24/2013	Net Pay: 497.45				
Check#: 10483	Check Amt: 497.45				
Run #: 51	Direct Dep: 0.00				
Total Hours: 53.10		Total Earnings: 633.62	Total Taxes: 136.17		Total Deductions: 0.00
Regular	56.90	551.93	SOC SEC EE	8.00	
Regular Check			FEDERAL WH	34.22	
Pay Date: 3/15/2013	Gross Pay: 551.93				
Period End: 3/9/2013	Net Pay: 434.26				
Check#: 10494	Check Amt: 434.26				
Run #: 52	Direct Dep: 0.00				
Total Hours: 56.90		Total Earnings: 551.93	Total Taxes: 117.67		Total Deductions: 0.00
Regular	43.80	424.86	SOC SEC EE	6.16	
Regular Check			FEDERAL WH	26.34	
Pay Date: 3/22/2013	Gross Pay: 424.86				
Period End: 3/24/2013	Net Pay: 334.04				
Check#: 10503	Check Amt: 334.04				
Run #: 53	Direct Dep: 0.00				
Total Hours: 43.80		Total Earnings: 424.86	Total Taxes: 90.82		Total Deductions: 0.00
EMPLOYEE TOTAL:					
Regular		193.50	223.63		510.58
Salary		46.10	52.30		
Regular 2		96.90	998.13		
Total Hours: 338.50		Total Earnings: 3,607.00	Total Taxes: 796.51		Total Deductions: 0.00
Gross Pay: 3,607.00		Net Pay: 2,820.49			

*Memo Calculation (not included in totals) **Reimbursement (not included in totals)

961.60

CHECK HISTORY DETAIL

SFA SUBRECIPIENT AGREEMENT

This Agreement for State Fire Assistance Grant funds entered into this date between Sweetwater County and **Office of State Lands & Investments, Forestry Division.**

Sweetwater County agrees to serve as a subrecipient for the **Office of State Lands & Investments Forestry Division** for the purpose of receiving and disbursing funds from the State of Wyoming, OSLI, Forestry Division, USDA Forest Service **Region #2** State Fire Assistance Grant Program. By this action, subrecipient agrees to provide the following services for the Wyoming State Forestry Division:

1. Establish a separate accounting record for Grant # 12-DG-11020000-031, CFDA# 10.664, Project Code SFA, \$8,043.00 and State General Fund \$8,043.00. **Total Award Amount \$16,086.00.**
2. Provide wildland fire training records/rosters to the Wyoming Fire Academy.
3. Follow all provisions in Attachment A. Purchase only approved items unless written justification is submitted and approved by Wyoming State Forestry Division.
4. Complete calendar year 2012 wildland fire reporting in the WSFD fire reporting program prior to receiving reimbursement.
5. Provide documentation of accomplishments related to these grant funds and a final close out report by September 30, 2014.
6. This agreement expires June 30, 2014.
7. Neither party waives its right to sovereign immunity.

Subrecipient

Wyoming State Forestry Division

Signature

Bill Crapser, State Forester

Wally J. Johnson

Printed Name

Date

Chairman, County Commission

Title

June 4, 2013

Date

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Sweetwater County

12-DG-11020000-031

Organization Name

PR/Award Number or Project Name

Wally J. Johnson, Chairman

Name(s) and Title(s) of Authorized Representative(s)

June 4, 2013

Signature(s)

Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

Sweetwater County, Wyoming

Sweetwater County

12-DG-11020000-031

Organization Name

PR/Award Number or Project Name

Wally J. Johnson, Chairman, County Commission

Name and Title of Authorized Representative

June 4, 2013

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

STATUTORY COUNTY FIRE WARDEN RESPONSIBILITIES

35-9-401: Appointment of county fire warden.

County Commissioners may appoint a county fire warden who shall act under the authority of this article [chapter], W.S. 35-9-101 through 35-9-701, and the local governmental authority responsible for fire suppressions and fire prevention within the county.

35-9-402 Duties of fire wardens.

Fire wardens or their duly designated representative shall be responsible for management of fire suppression, fire prevention and related activities, except within any incorporated city, town or fire district, and responsible for coordinating fire suppression and fire prevention among all county fire agencies.

35-9-107 Duties and powers of state fire marshal.

(a) The state fire marshal shall:

(vi) Upon request, assist the fire chief of a fire company or department, a fire marshal, other state agencies or political subdivisions of the state or country fire wardens in fire prevention matters; and

35-9-109 Investigation of fires; notification to fire marshal; powers of fire marshal.

(a) The county fire warden or chief of the fire department of a city, town or fire district shall investigate the cause, origin and circumstances of each fire occurring in the city, town or district by which property has been destroyed or damaged in excess of fire hundred dollars (\$500.00). The investigation shall be commenced within two (2) days. The state fire marshal may direct the investigation.

(b) The officer investigating a fire shall notify the state fire marshal and within one (1) week of the fire shall furnish him a written statement of all facts relating to its cause and origin, and other information required by forms provided by the state fire marshal.

35-9-111: Certain structures declared nuisance; repair or demolition; procedure.

- (a) A building or structure is a public nuisance if it is especially liable to fire and endangers people, buildings or property on the vicinity. If the state fire marshal, county fire warden, or the chief of a fire department or district finds that a building or structure is especially liable to fire and endangers people, buildings or property in the vicinity, the officer shall order the structure to be repaired, torn down or demolished, all materials removed and all dangerous conditions remedied.

35-9-113: Certain structures declared nuisance; hearing.

Upon application of the state fire marshal, county fire warden, or the chief of fire department or district, the court shall order a hearing within twenty (20) days from the date of the filing of the answer. If the court sustains the order, the court shall fix a time within which the order shall be enforced. Otherwise the court shall annul or set aside the order of condemnation.

35-9-115: Certain structured declared nuisance; sale of materials; expenses constitute lien; disposition of proceeds.

If the owner or occupant fails to comply with an order of condemnation within the time fixed by the court, the state fire marshal, count fire warden, or the chief of a fire department or district shall later, repair or demolish the building or structure in accordance with the order. If a building or structure is demolished in accordance with the order, the state fire marshal, county fire warden, or the chief of a fire department or district may dispose of the salvaged materials at public auction upon five (5) days posted notice. He shall keep an accurate account of the expenses incurred in carrying out the order. He shall report his action and present a statement of the expenses incurred by him and the amount received from a salvage sale to the court for approval and allowance. The court shall examine, correct if necessary and allow the expense account. The amount allowed constitutes a lien against the real estate on which the building or structure is or was situated and if the amount is not paid by the owner or occupant within six (6) months after the amount has been examined and approved by the court, the real estate shall be sold under court order by the country sheriff in the manner provided by law for the sale of real estate upon execution. The proceeds of the sale shall be paid into the state treasury. If the amount received as salvage or on sale exceeds the expense incurred by the state fire marshal, county fire warden or the chief of the fire department or district, the court shall direct the payment of the surplus to the previous owner for hi use and benefit.

35-9-116: Removal of combustible material; remedy of flammable conditions.

If the state fire marshal, county fire warden or the chief of a fire department or district finds combustible materials or flammable conditions or fire hazards in a building or on premises subject to an inspection and the materials or conditions are dangerous to the safety of the buildings, premises or public, the officer shall order the materials to be removed or conditions remedied. The order shall be in writing and shall be served upon the owner, lessee, agent or occupant. A person who is served and fails to comply within twenty-four (24) hours after service, unless the order prescribes a longer time, is guilty of a misdemeanor. The material may be removed or the condition corrected at the expense of any person served. The state fire marshal, county fire warden, or the chief of a fire department or district may maintain actions for the recovery of the expenses.

In the event of a hazard of immediate life threatening severity, the state fire marshal, county fire warden or the chief of a fire department or district may order evacuation of a building or area and may implement emergency measures to protect life and property and to remove the hazard.

35-9-301 Closing area upon recommendation of a county fire warden.

When, upon recommendation of the county fire warden, a board of county commissioners deems the fire danger in a given area of the county to be extreme, because of drought, the presence of an excessive amount of inflammable material or for any other sufficient reason, the board of county commissioners may close the area to any form of use by the public or may limit such use upon recommendation of the county fire warden. This closing shall include prohibition of any type of open fire for such period of time as the board of county commissioners may deem necessary and proper. The county fire warden shall notify the Wyoming state forester of any type of fire closure or the lifting of any type of fire closure under this section.

35-9-303 Rules

The board of land commissioners shall promulgate rules as are necessary to require county fire wardens and boards of county commissioners to carry out the purposes of W.S. 35-9-301 through 35-9-304, and provide for proper notice to the public.

RECOMMENDED COUNTY FIRE WARDEN RESPONSIBILITIES

A. Fire Suppression, fire prevention and related activities may include, but are not limited to:

1. Federal Excess Personal Property (FEPP)
 - A. FEPP Desk Guide is good reference
 1. Acquisition
 2. Insuring
 3. Maintenance
 4. Inventory
 5. Cannibalization/Disposal
2. Fire Fighter Property (FFP)
 1. Acquisition
 2. Maintenance
 3. Inventory
 4. Disposal
 5. Keep updated on agreement and changes
3. Fire Reporting Coordination
 - a) The Chief Officer of every fire department in the state shall report all fires occurring within that department's jurisdiction. The report shall include all information required by forms provided by the State Fire Marshal concerning the origin, facts and circumstances of the fire. The reports shall be forwarded to the State Marshal monthly, before the 10th day of the month following the reporting period. (W.S. 35-9-107).
 - b) Fire, Training & Maintenance reporting on WFIRS report generates income to counties/departments/districts.
 - c) All Wildland fires and/or mutual aid given on Wildland fires should be reported on the Wyoming State Forestry Divisions web-based fire reporting system. (<http://sif-web.state.wy.us/fires/welcome.aspx>) These fires should be reported immediately upon control of the fire. This information is vital for future State and Federal funding.

4. Volunteer Fire Assistance
 - a) Federal Grants for
 1. Equipping
 2. Training
 3. Organizing
 - b) VFA is structural and wildland (50% match required)

5. Coordination with Cooperators
 - a) All fire service entities within the county
 - b) County Commissioners
 - c) Emergency Management Coordinator
 - d) Fire District Boards
 - e) Federal agencies
 - f) State Agencies

6. Notification of jurisdictional agency
 - a) Reference Annual Operating Plan

7. Fire closures
 - a) State Statute 35-9-301

Closing area upon recommendation of county fire warden. When, upon recommendation of the county fire warden, a board of county commissioners deems the fire danger in a given area of the county to be extreme, because of drought, the presence of an excessive amount of inflammable material or for any other sufficient reason, the board of county commissioners may close the area to any form of use by the public or may limit such use upon recommendation of the county fire warden. This closing shall include prohibition of any type of open fire for such period of time as the board of county commissioners may deem necessary and proper. The county fire warden shall notify the Wyoming State Forester of any type of fire closure or the lifting of any type of fire closure under this section.

- b) Coordinate closures with all cooperators per Wyoming Interagency Fire Restriction Plan.

8. Emergency Fire Suppression Account (EFSA)
 - a) State Statute 36-1-401 through 36-1-404
 - b) Rules in Fire Mobilization Plan

9. GSA Ordering
 - a) GSA Wildfire Protection Equipment and Supplies Catalog.

- b) Order as needed through WSFD Shop
- 10. Reporting due dates
 - a) Calendar
- 11. Fire billing
 - a) Out-of-state fire bills need to go to WSFD.
 - b) In-state fire bills sent direct to jurisdictional agency.
- 12. Railroad R-O-W inspections
 - a) WSFD Agent for PSC
 - b) Schedule inspections with District Forester as needed.
- 13. Engine Boss and below Red Cards
 - a) Authorizing
 - b) Fitness
 - c) Annual Refresher (RT-130)
 - d) Training and experience records
 - e) Distribution
- 14. Distribution of information received to cooperators
 - a) Training catalogs
 - b) Annual Operating Plans
- 15. Annual Operating Plans
- 16. Fire Advisory Board Meetings
 - a) Attendance
 - b) Quarterly or as needed
- 17. Rural Fireman's Association Meeting
 - a) Voting on motions
- 18. Fire suppression
 - a) Private lands
 - b) State lands
 - c) Federal lands
 - d) Multi-jurisdictional
- 19. Communicate concerns, issues, information with Fire Advisory Board representative.
 - a) FAB members elected to represent you.
- 20. Fire investigations outside incorporated cities, towns or fire districts.

Wyoming State Forestry Division

STATE FIRE ASSISTANCE

Establish Available Funding –

All Funds are contingent upon availability of federal and state funds and may vary greatly from year to year.

Overview, Federal Guidance and Application Criteria for Grant # 12-DG-1102-0000-031, CFDA # 10.664:

Authority: The State Fire Assistance program is authorized by the Cooperative Forestry Assistance Act of July 1, 1978, Public Law 95-313 and the Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624. The State Fire Assistance Program provides financial assistance to State Foresters for all fire management activities, including training, planning, hazardous fuel treatments, and purchase and maintenance of equipment. Emphasis is on fire planning to ensure that Federal, State, and local agencies deliver a uniform and coordinated suppression response to wildland fire. Funding enables State and local fire protection organizations to be effective first responders in all types of disasters. The Cooperative Forest Fire Prevention program is a component within this activity and includes the “Smokey Bear” program.

Priority is placed on funding and supporting the County Fire Warden position and the attached statutory and recommended duties of the County Fire Warden.

The grant funding for this program are considered a reimbursement grant. Reimbursement can be sought monthly, quarterly, or upon final completion of the grant project. Documentation of actual expenses must be submitted with each reimbursement request. The federal grant funds are being matched with State funding dollar for dollar, therefore, not additional match is required.

Use SPCF and SPS2 funds to:

1. Provide financial assistance, technical training, equipment and technology to States, territories, and possessions, to ensure delivery of an efficient, uniform, and coordinated wildland fire protection program.
2. Provide financing to manage the cooperative fire-related Federal Excess Personal Property Program (FEPP), and to conduct public service advertising, education, and special fire prevention activities.

The SFA program provides federal grant financial assistance to fire management activities including preparedness activities, planning, training, and the purchase and maintenance of equipment. Funding enables State and local fire protection organization to be effective first responders for initial attack on wildland fires and to respond effectively to all types of disasters.

Negotiation and Execution of award document –

This is an award of Federal financial assistance and is subject to OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as implemented by regulations 7CFR 3016 —Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 225, Cost Principles for State, Local and Indian Tribal Government, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

An audit done in accordance with the provisions of OMB Circular A-133 should sub-recipients expend more than \$500,000.00 in total of federal assistance from any funding or pass-through agency during the sub-recipient's respective fiscal year. A copy of the audit report must be submitted to the WSFD.

Monitoring Process –

High risk and deficiencies process:

High Risk Sub-recipients (HRS): Sub-recipients who have a complex program, a high percentage of awards passed through, receive large awards (over \$100,000 from a single grant), have no sub-recipient history or have a known history of compliance problems are considered a HRS. Precautions will be taken in all aspects of internal controls to mitigate for a HRS. If a HRS presents issues that cannot be mitigated, WSFD will suspend, withdraw, deny and/or nullify sub-award agreement and reimbursement payments to that sub-recipient.

Reimbursement Process-

Partners are reimbursed for mutually agreed expenses upon receipt of program specific payment request and supporting documentation of expenses and compliance with program standards. Necessary supporting documentation will vary with the nature of the activity and may include receipts, payroll statements, travel vouchers, invoices, contracts, reports, appraisals and legal documents.

Submit Invoice after Expense Incurred:

After expenditures are audited and approved, invoice will be submitted to WSFD Accounting personnel in the Wyoming Office of State Lands and Investment to be processed for payment

Detailed Expenses and Documentation:

Necessary documentation will vary with the nature of the activity and may include receipts, invoices.

Invoice Reviewed and Approved:

WSFD Fire Business Manager reviews and approves documentation, then submits payment request to accountant. All requests for reimbursement will follow WSFD Internal Control Procedures.

Payment Made:

Payment is made following review by the Fire Business Manager and approval by the Fire Management Officer and the State Forester.

**Sweetwater County
Request to Restaff Vacant Position**

Board Action	
Approved _____	Date: 6/4/2013
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

Board Meeting Date: 6/4/2013
Department: Sheriff's Office
Position: Court Security
Vacancy Date: 6/7/2013

Reason for vacancy: Court Security Officer retiring, effective 6/7/13.
 Re-staff Court Security Officer, in a full time capacity with full benefits.
 If transfer a Patrol Deputy to Court Security position, request to restaff
Department Request: Patrol Deputy position, full time with benefits.

Anticipated Re-staff Date: 6/8/2013

	Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Monthly		Annual Cost of employment	
								Workers Compens ation	Total cost of employment (salary + benefits)		
Current costs for Employee	Court Security Officer (5 years, Grade 18, step 5 rate of pay)	2/19/2008	\$ 4,856.25	\$ 835.28	\$ 553.01	\$ 17.48	\$ 371.50	\$ 99.07	\$ 1,876.34	\$ 6,732.59	\$ 80,791.06
Anticipated Costs to restaff Position Vacancy	Court Security Officer 1 (grade 18, step 5, * see notes below)	3/1/2013	\$ 4,856.25	\$ 835.28	\$ 1,416.01	\$ 17.48	\$ 371.50	\$ 99.07	\$ 2,739.34	\$ 7,595.59	\$ 91,147.06
Net Difference (savings)			\$ -	\$ -	\$ 863.00	\$ -	\$ -	\$ -	\$ 863.00	\$ 863.00	\$ 10,356.00

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee.
 Costs calculated using a re-staffing date of: 6/8/2013
 Anticipate restaffing position at Lateral Entry rate of pay, step 5 (10 years service credit)
 Current employee's Accrual leave payouts total approx. \$6,077.45, as of 5/28/13.
 Number of months to recover leave accrual payout: 0.90

Reviewed by HR Representative (signature) _____ Date: _____
 Reviewed by Department Head/ Elected Official (signature) _____ Date: _____
 Commission Chair (signature) _____ Date: _____

RESOLUTION NO. 13-06-CC-01

RESOLUTION OF THE SWEETWATER COUNTY BOARD OF
EQUALIZATION ADOPTING NEW "RULES OF PRACTICE AND
PROCEDURE FOR APPEALS BEFORE THE SWEETWATER
COUNTY BOARD OF EQUALIZATION INVOLVING TAX MATTERS," AND
REPEALING ALL RULES THAT HAVE BEEN PREVIOUSLY ADOPTED
AND FILED FOR TAX APPEALS

Whereas, the Sweetwater County Board of Equalization is desirous of updating and modernizing its procedural rules for tax appeals; and

Whereas, the Sweetwater County Board of Equalization has prepared new rules of procedure for tax appeals and has complied with Wyoming's Administrative Procedures Act (APA) by declaring the Board's intention of adopting the new procedural rules for tax appeals, and repealing all previously filed rules; and

Whereas, the Sweetwater County Board of Equalization has allowed more than forty-five (45) days for comment regarding the proposed new rules in accordance with the APA; and

Whereas, the Sweetwater County Board of Equalization has not received any comments regarding the proposed new rules of procedure.

NOW THEREFORE, the Sweetwater County Board of Equalization hereby adopts the previously proposed, "Rules of Practice and Procedure for Appeals Before the Sweetwater County Board of Equalization Involving Tax Matters," and further hereby repeals all previously adopted and filed rules of procedure for tax appeals.

Dated this 4th day of June, 2013

The Sweetwater County Board of Equalization

Wally J. Johnson, Chairman

CERTIFICATION PAGE

**Rules of Practice and Procedure For Appeals Before
the Sweetwater County Board of Equalization
Involving Taxation Matters**

I hereby certify that attached Rules of Practice and Procedure for Appeals Before the Sweetwater County Board of Equalization Involving Tax Matters have hereby been approved by the Sweetwater County Board of Equalization in accordance with all applicable provisions of the Administrative Procedures Act, including:

1. At its meeting on April 2, 2013, the Sweetwater County Board of Equalization announced its intent to adopt new rules of procedure for tax appeals, and to repeal all previously filed rules of procedure for tax appeals.
2. Prior to adoption these rules were made available for public inspection, and more than forty-five (45) days have lapsed since the Sweetwater County Commission announced its intent to adopt said rules.
3. These rules of procedure for tax appeals shall become effective immediately upon filing with the Sweetwater County Clerk.

Signed this 4th day of April, 2013.

The Sweetwater County Commission:

Wally J. Johnson, Chairman

**RULES OF PRACTICE AND PROCEDURE FOR APPEALS
BEFORE THE SWEETWATER COUNTY BOARD OF EQUILIZATION
INVOLVING TAXATION MATTERS**

Section 1. Authority: These Rules of Practice and Procedure are promulgated by authority of W.S. §39-13-102, and §16-3-101, et seq.

Section 2. Purpose of Rules: These rules are intended to provide a uniform and understandable process for appeals from administrative decisions of the Assessor or the County Board of Equalization (Board) and to provide for the fair and just disposition of such appeals.

Section 3. Application of Rules: These rules apply to all appeals brought before the Board concerning those matters administered by the Assessor under Title 39 of the Wyoming Statutes, Taxation and Revenue. Specifically, these rules shall apply to appeals authorized in Title 39 of the Wyoming Statutes and brought before the Board from any final assessment of the Assessor.

Section 4. Construction: These rules are to be liberally construed to assure the unbiased, fair, expeditious and impartial conduct of proceedings. Board of Trustees v. Spiegel, Wyo., 549 P.2d 1161 (1976); Wyoming Board of Equalization v. State, ex rel. Basin Electric Power Cooperative, Wyo., 637 P.2d 248 (1981); Ririe v. Board of Trustees, Wyo., 674 P.2d 214 (1983); and ANR Production Co. v. Wyoming Oil & Gas, Wyo., 800 P.2d 492 (1990).

Section 5. General Course of Contested Case Procedures: Unless otherwise provided by law, the course of proceedings is governed by the contested case provisions of the Wyoming Administrative Procedure Act, "WAPA," W.S. §16-3-101 et seq. (as amended).

Section 6. Definitions: For the purpose of appeals brought before the Board under these rules, the following definitions shall apply:

(a). Appeal: A proceeding before the Board in which a taxpayer challenges the assessor's determination of value for his or her property. An appeal is a contested case as that term is defined in W.S. §16-3-101(b)(ii).

(b). Board: The County Board of Equalization as set forth in W.S. §39-13-102(c).

(c). County Clerk: The County Clerk shall serve as the clerk to the Board, and shall attend all hearings as set forth in W.S. §39-13-102(c).

(d). Parties: The Petitioner who is seeking relief before the Board and the Sweetwater County Assessor.

(e). Petitioner: Any person, firm, corporation, partnership or association who files an appeal seeking relief from any final administrative decision of the Assessor regarding the assessed value of their property.

(f). Hearing Officer: The Presiding Officer in a contested case as set forth in W.S. §16-3-112.

(g). Taxpayer returns and return information: Shall include, but not be limited to, all statements, reports, summaries and all other data and documents under audit or provided by the taxpayer in accordance with law. See W.S. § 39-13-102(q) (i).

Section 7. Meeting of the Board: The Board shall meet no earlier than the fourth Tuesday in April to consider current year assessments.

Section 8. Commencement of Appeals: Any person wishing to contest an assessment of his or her property shall file a statement with the County Assessor no later than thirty (30) days after the date of the assessment schedule. Said statement must be received by the County Assessor's Office with original signature no later than 5:00 p.m. on the 30th day (if the 30th day falls on a weekend or holiday, the statement shall be filed by 5 p.m. the next business day).

(a). The statement shall include:

(i). The name, mailing address and phone number of the Petitioner;

(ii). The account number, location of the property, legal description (if real property);

(iii). A concise statement of the facts, issues and objection which the Petitioner considers relevant to the assessment of the property;

(iv). A concise statement as to the relief desired;

(v). A reference to the statutes, rules or orders that may apply, if known;

(b). Any statement not timely filed, or not completed in accordance with these rules may result in the appeal being dismissed.

(c). The County Assessor shall provide a copy of the statement to the County Clerk as Clerk of the County Board of Equalization.

(d). The Petitioner shall be notified by the Clerk of the Board of the date and time the appeal will be heard, either in person at the time the appeal is filed, or by letter or telephone.

Section 9. The Hearing: Submission of evidence or witnesses:

(a). The County Assessor and the Petitioner, or his or her agent, in accordance with W.S. 39-13-109(b) (i), shall disclose witnesses and exchange information, evidence and documents relevant to the appeal, including sales information from relevant statements of consideration if requested, no later than fifteen (15) days prior to the scheduled Sweetwater County Board of Equalization Hearing. The Assessor shall specifically identify the sales information used to determine the market value of the property under appeal.

(b). Failure to file evidence, documents or list witnesses will result in exclusion of said evidence or documents from consideration by the Board.

(c). The taxpayer may present any credible evidence, including expert opinion testimony, to rebut the presumption in favor of a valuation asserted by the County Assessor.

Section 10. Ex Parte Discussions: Except to the extent authorized by law, the Board, staff members of the Board, and any hearing officer designated by the Board are prohibited from engaging in ex parte discussions with any individual or party on any material fact at issue after commencement of a case until its final disposition. If ex parte communication is unavoidable, the official involved shall:

(a). Immediately draft a written document or summary setting forth the contents and circumstances of the communication;

(b). Mail the document to all parties to the proceeding and all other officials involved in the decisional process; and

(c). Indicate that the matter covered in the communication will be considered at the next scheduled hearing relating to the case, or as otherwise scheduled with notice to all parties.

Section 11. Motions:

(a). An application for a Board Order shall be by motion, which unless made during the conduct of a hearing, shall be in writing and shall state with particularity the grounds and the relief or order sought. Written motions shall advise the parties that should they wish to contest the motion, they must file a written response, serving copies on the Board and all parties within fifteen (15) days of service of the motion. The response shall set forth the parties objection to the motion. Motions shall be filed no later than twenty (20) days prior to the hearing, with the exception of a motion to continue the hearing pursuant to Section 12.

(b). Absent a request for hearing by moving party or any party affected by the motion, the Board may, in its discretion, determine the motion without a hearing. A motion not determined within ninety (90) days after filing shall be deemed denied. The Board may, upon reasonable notice to all parties, hear orally or otherwise, any motion filed in connection with hearings under these rules.

Section 12. Continuances and Extensions of Time:

(a). Generally, motions requesting continuances or extensions of time are disfavored, yet they may be granted sparingly and only upon a showing of good cause or when necessary to assure fairness and otherwise avoid manifest injustice.

(b). Unless time does not permit, motions for a continuance of any scheduled hearing shall be in writing, shall state the reasons therefore and shall be filed and served to all parties.

(c). Motions for an extension of time for the doing of any act prescribed or allowed by these rules or by an order of the Board, shall be filed and served on all parties prior to the expiration of the applicable time period.

Section 13. Discovery, Generally: Unless otherwise prohibited by law or limited by these Rules or Board order, the taking of discovery shall be available to the parties in accordance with the provisions of W.S. §16-3-107.

(a). The Board may issue discovery and protective orders in accordance with WAPA.

(b). Unless otherwise ordered by the Board, all discovery must be complete and any submission of exhibits, witnesses or other evidence fifteen (15) days prior to the date of the hearing, pursuant to Section 9(a), (b) and (c) herein.

(c). Unless otherwise ordered, discovery documents shall not be filed with the Board, except in support of a motion to compel or as evidence.

(d). Board orders may be enforced as provided by law.

Section 14. Subpoenas:

(a). Subpoenas for appearance and to produce books, papers, document or exhibits shall be issued by the Board, upon written motion of any party, or on the Board's own motion, pursuant to W.S. §16-3-107.

(b). Subpoenas may be enforced pursuant to W.S. §16-3-107(c).

Section 15. Hearing: The Petitioner may represent himself at the hearing, he or she may be represented by a person designated by the Petitioner, or the Petitioner may be represented by an attorney who is duly authorized to practice law in the State of Wyoming or is associated at the hearing with one or more attorneys authorized to practice law in Wyoming. No adjustment in an assessment shall be granted to or on behalf of any person who willfully neglects or refuses to attend a meeting of the County Board of Equalization and be examined or answer any material question upon the Board's request. The Assessor may be represented by himself, any of his/her employees or designee, or an attorney employed by Sweetwater County.

Most information relating to the assessed value of Petitioner's property is confidential under the pertinent Wyoming Statutes. The Petitioner's tax returns and all return information is confidential. W.S. § 39-13-102(q)(i). Statements of consideration are also confidential. See W.S. § 34-1-142(e) and Section 24 herein. Because this information exists as the core of both parties' presentation of evidence regarding assessed value, the hearing should be closed to the public in most instances. Only the Petitioner or his agent and Petitioner's legal counsel, the County Assessor and his/her deputies and the County Assessor's legal counsel, the members of the Board, the Hearing Officer, Board Counsel, the County Clerk and/or his or her assigned deputies, and the Court Reporter may attend the hearing.

The Hearing Officer shall regulate the course and conduct of the hearings to ensure that all parties understand that statements of consideration and Petitioners' tax returns are recognized as confidential.

Section 16. Burden of Going Forward; Burden of Proof: Except as specifically provided by law or in this section, the Petitioner shall have the burden of going forward and the ultimate burden of proof.

Section 17. Order of Procedure at Hearing: As nearly as possible, hearings shall be conducted in accordance with the following order of procedure:

(a). The Hearing Officer, who shall conduct the hearing, shall announce that the hearing is convened and shall indicate the appeal to be heard. The Hearing Officer will then read the Appeal in to the record and shall note for the record all appearances of record.

(b). The Hearing Officer shall then take up any motions or preliminary matters to be heard.

(c). Opening statements will be heard at the discretion of the Board.

(d). The Hearing Officer, in addition to the authority granted and enumerated under W. S. §16-3-112, shall make any necessary rulings regarding the conduct of the hearing and shall rule on the admissibility of evidence based on the Wyoming Rules of Evidence, to the extent their application is not inconsistent with an administrative contested case proceeding conducted under the WAPA.

(e). The Petitioner, or his designated agent, or his/her attorney then presents his/her evidence after which the Assessor or his/her representative shall present the evidence. Evidence may be presented through witnesses, oral statements, and/or documentary evidence. Each party shall have the opportunity to cross-examine witnesses on any matter relevant to the issues even though the matter was not covered in direct examination. Any objection to testimony or evidentiary offers should be directed to the Hearing Officer and the basis of the objection stated. The Hearing Officer shall rule on all such objections. The members of the Board may ask questions of any party or any witness for the purpose of clarifying their understanding of the case.

(f). Closing statements may be made at the conclusion of the presentation of evidence by both parties. These statements may include summaries of the evidence and legal arguments.

(g). After all proceedings have been concluded, the Board shall dismiss and excuse all witnesses and declare the hearing closed. The Board shall take the appeal under advisement and shall advise the parties. The decision of the Board shall be announced within due and proper time following consideration of all matters presented at the hearing.

Section 18. Rules of Evidence: All evidence which is not irrelevant, immaterial or unduly repetitious, shall be admitted at the hearing. The Wyoming Rules of Evidence, to the extent their application is not inconsistent with an administrative contested case proceeding conducted under the WAPA, shall be applied by the Hearing Officer. The Board will give effect to the rules of privilege recognized by law.

Section 19. Record of Proceedings: Minutes of the hearing shall be taken and filed with the Clerk to the Board. Minutes shall include all pleadings, notices, motions, rulings, documentary evidence, oral statements, proposed findings, objections thereto, ruling on said objections, and the final order. A copy of such minutes will be furnished to any party upon written request to the Board and the payment of a reasonable fee. If one or more parties desire the hearing transcribed by a certified Court Reporter, they must make the necessary arrangements and bear the cost thereof.

Section 20. Inspection of File: Each party, or his/her representative(s), shall be permitted to inspect and copy, at their own expense, at the offices of the Board, all documents on file in the appeal, that are permitted by law to be copied and released.

Section 21. Decision of the Board:

(a). The Board shall, following the full and complete hearing, make and enter a written decision containing finding and facts and conclusions of law no later than the first Monday in August. Such decisions will be recorded into the minutes and filed with the Clerk of the Board. Upon filing, the Clerk will send a copy to the Petitioner by registered mail with a return receipt requested.

(b). The County Board of Equalization has no power to and shall not set tax policy nor engage in any administrative duties concerning assessments which are delegated to the State Board of Equalization, the Department of Revenue or the County Assessor.

Section 22. Appeal to the State Board of Equalization: Any Petitioner aggrieved or adversely affected by a final decision of the Board in an appeal as described herein, is entitled to appeal to the State Board of Equalization pursuant to W.S. §39-11-102.1(c).

Section 23. Severability: If any portion(s) of these rules are to be found invalid or unenforceable, the remainder shall be in effect.

Section 24. Statements of Consideration Confidential:

(a). Any person or agent who contests his or her property tax assessment in a timely manner, as provided by law and these rules, is entitled to review statements of consideration for properties of like use and geographic area available to the County Assessor, and all other information used by the County Assessor in determining the value of the property at issue.

(b). Pursuant to W.S. 34-1-142(e), "The statement of consideration is not a public record and shall be held confidential by the county clerk, county assessor, the state board of equalization, the department of revenue and when disclosed under subsection (g) of this section,

any person wishing to review or contest his property tax assessment or valuation and the County Board of Equalization.”

(c). Statements of consideration shall not be subject to discovery in any other county or state proceeding.

(d). Pursuant to W.S. §34-1-144, “It is a misdemeanor for a person to willfully falsify or publicly disclose, except as specifically authorized by law, any information on the statement of consideration required by W.S. §34-1-142 and W.S §34-1-143. Upon conviction, the offender is subject to fine of not more than seven hundred and fifty (\$750.00) dollars, imprisonment of not more than six (6) months, or both.”

ADOPTED this _____ day of June, 2013.

BOARD OF COUNTY COMMISSIONERS OF
SWEETWATER COUNTY, WYOMING

Wally Johnson, Chairman

ATTEST

Dale Davis,
Sweetwater County Clerk

Memorandum of Understanding
Eastern Shoshone Department of Juvenile Services and the Sweetwater County Juvenile Detention Center

I. Parties:

This agreement is entered into by and between the Eastern Shoshone Department of Juvenile Services, P.O. Box 386, Fort Washakie, Wyoming 82514 and the Sweetwater County Juvenile Detention Center, 80 West flaming Gorge Way, Green River, Wyoming 82935.

WHEREAS, Eastern Shoshone Department of Juvenile Services coordinates Intensive Supervision Probation and General Probation(JS) for Juveniles court ordered to Eastern Shoshone Department of Juvenile Services; and

WHEREAS, Sweetwater County Juvenile Detention Center is to consistently contribute to a safe and secure living environment for juveniles by providing quality detention services for the juveniles to the citizens and communities of Sweetwater County and is willing to provide detention services for the Eastern Shoshone Department of Juvenile Services as may be necessary from time to time; and

NOW THEREFORE, In consideration of the premises and agreements hereinafter set forth, the parties hereto do agree as follows:

II. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative, working relationship between the Eastern Shoshone Department of Juvenile Services and the Sweetwater County Juvenile Detention Center and for the Sheriff to accept juveniles from the Eastern Shoshone Juvenile Services into the Sweetwater Detention Center

III. Term of Memorandum of Understanding:

This Memorandum of Understanding is effective upon the day and date of the last signature affixed hereto. This Memorandum shall remain in full force and effect until terminated by the parties. Any party may terminate this memorandum, without cause, upon thirty days written notice, which shall be delivered by hand or by certified mail sent to the address listed herein.

IV. Procedures for Requesting the Sheriff to Accept Juveniles into the Sweetwater County Detention Center:

1. Prior to transporting any juvenile to the Sweetwater County Detention Center, the Eastern Shoshone Department of Juvenile Services shall contact Sweetwater County's designee from the Sweetwater County sheriff's Department to determine if the Sheriff will accept the juvenile into the Sweetwater County Detention Center.
2. The request shall contain the following information for each juvenile:
 - a. Personal information regarding the juvenile, including the name address, date of birth, social security number, height and weight and any other information regarding the juvenile that would assist the Sweetwater County Sheriff.
 - b. Criminal history information that includes the juvenile's criminal record and the reasons and authority for the detention of the juvenile.
 - c. The expected period of incarceration. If the juvenile has been sentenced to jail, the number of days remaining on the juvenile's sentence. If the juvenile is not serving a sentence, the date in which any hearing or trial is set.

- d. The juvenile's medical requirements.
 - e. All reports within the possession of the Eastern Shoshone Department of Juvenile Services which contains allegations of misconduct, including, but not limited to, theft, using controlled substances, fighting, threatening others while incarcerated or while in the program.
3. A separate request shall be provided for each juvenile.
 4. Upon the Eastern Shoshone Department of Juvenile Service's compliance with Paragraph 2, the Sheriff or a designated Deputy shall promptly respond to the request by advising the Eastern Shoshone Department of Juvenile Services whether the juvenile will be accepted into the Sweetwater County Detention Center.
 5. The Sheriff has exclusive discretion in determining whether a juvenile from the Eastern Shoshone Department of Juvenile Services may be accepted into the Sweetwater County Detention Center. The factors to be applied, though not exclusive, are:
 - a. Whether there is or will be sufficient space available in the Sweetwater County Detention Center to accept the juvenile for the Eastern Shoshone Department of Juvenile Services if, in his opinion, the Sweetwater County Detention Center does not or will not have sufficient space.
 - b. The Sweetwater County Sheriff may refuse to accept juveniles who suffer from serious health conditions which could create an unreasonable burden on the administration of the Sweetwater County Detention Center.

V. The Obligations of the Sheriff:

1. The Sheriff shall provide a secure and safe environment for every juvenile incarcerated in the Sweetwater County Detention Center pursuant this Memorandum of Understanding.
2. The Sheriff shall comply with all State and Federal requirements that apply to the detention of juveniles, including the requirements for sight and sound separation from adult prisoners.
3. The Sheriff shall afford to all juveniles incarcerated pursuant to this Memorandum of Understanding the same counseling and educational benefits that are presently provided to the juveniles who are incarcerated in the Sweetwater county Detention Center by an order of a court in Sweetwater County, or due to the arrest and detention by a Sweetwater County law enforcement agency. If the juvenile from the Eastern Shoshone Department of Juvenile Services requires additional counseling or educational services, those services shall be made available to the juvenile.
4. The Sheriff shall provide to the Eastern Shoshone Department of Juvenile Services, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Eastern Shoshone Department of Juvenile Services.
5. The Sheriff shall provide for, at the expense of the Eastern Shoshone Department of Juvenile Services, all the juvenile's necessary medical needs, including prescription drugs, clinic or hospital visits and emergency care.
 - a. The Sheriff shall provide the Eastern Shoshone Department of Juvenile Services a detailed accounting of all medical expenses of the Eastern Shoshone Department of Juvenile Service's juveniles who receive medical care.

VI. The Obligation of the Eastern Shoshone Department of Juvenile Services

1. In consideration of the Sheriff permitting access to the Sweetwater County Detention Center for the detention of the juveniles under the Eastern Shoshone Department of Juvenile Services, the Eastern Shoshone Department of Juvenile Services shall pay \$ 195 per juvenile, per day of

detention to Sweetwater County. The payment for partial days shall be determined as follows: A day shall consist of a twenty-four (24) hour period beginning at midnight. If a juvenile is incarcerated on a partial day for twelve (12) hours or less the Eastern Shoshone Department of Juvenile Services shall pay fifty percent (50%) of the daily rate of \$195, the payment would be \$ 97.50. If a juvenile is incarcerated for more than twelve (12) hours, the Eastern Shoshone Department of Juvenile Services shall pay on hundred percent (100%) of the daily rate which is \$ 195.

2. The Eastern Shoshone Department of Juvenile Services will be requesting the Wind River B.I.A. Law Enforcement to transport all juveniles to the Sweetwater Detention Center. When Medical Care for Juveniles is outside of Sweetwater County the Eastern Shoshone Department of Juvenile Services or the Wind River B.I.A. will conduct the transportation . All transportation for youth to and from the Sweetwater Youth Detention Center will be conducted by the Wind River B.I.A. .
3. Prior to the detention of the juvenile the Eastern Shoshone Department of Juvenile Services shall exercise its best efforts in providing the information to the sheriff required by paragraph IV. Inaccurate or insufficient information may delay the response from the Sheriff, or in some instances the Sheriff may deny the request due to insufficient information.

VII. Method of Payment

1. Payment shall be made as follows: Upon receipt of an Invoice from Sweetwater County or the Sweetwater County Sheriff specifying that the Sweetwater County Sheriff has complied with this agreement by performing the services herein the Eastern Shoshone Department of Juvenile Services will submit the Invoice to WYCAPS for payment to Sweetwater County.

VIII. Confidentiality

1. In performance of this Memorandum, each party will generate and receive identifiable information regarding a juvenile. If the juvenile has not been charged with a violation or sentenced in a Circuit Court or Tribal Court, all reports, information, data, research, or any other information that discloses any legal or administrative process or disposition relating to a juvenile's misconduct is deemed confidential. This information and the existence of this information shall remain confidential, and shall not be released to any third party, unless a court of competent jurisdiction orders the release, or the information is released by the Eastern Shoshone Department of Juvenile Services.

IX. GENERAL PROVISIONS

1. Amendment

Any party may request changes to this Memorandum. All suggested changes shall be mutually agreed upon by the parties, and shall be in writing and incorporated into this Memorandum.

2. Assignability

A party's interest in this Memorandum may not be assigned without the prior written approval of the remaining parties.

3. Wyoming Government Claims Act

No waiver of any immunity or limitation of liability afforded by the Wyoming Government Claims Act is intended by Sweetwater County, a Sweetwater County specifically retains all such immunities and limitations of liability.

The Eastern Shoshone Tribe and its program the Eastern Shoshone Department of Juvenile Services do not waive sovereign immunity by entering into this Memorandum and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state, tribal or federal laws.

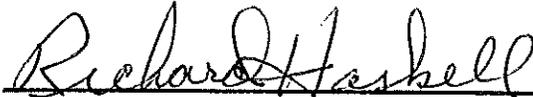
4. Termination of Memorandum

This may be terminated, without cause, by either party upon (30) day's written notice. This Memorandum may be terminated immediately for cause if the parties fail to perform in accordance with the terms and conditions of this Memorandum.

X. Signatures. IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding this _____ day of _____, 2013.

Responding Party:

Sweetwater County Sheriff



Richard Haskell, Sweetwater County Sheriff

5-20-13

Date

Sweetwater Board of County Commissioners

Chairman, Sweetwater Board of County Commissioners

Date

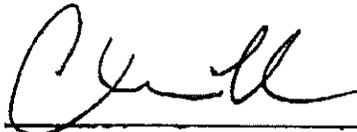
Eastern Shoshone Tribe



Chairman, Shoshone Business Council

5/15/2013

Date



Director, Eastern Shoshone Dept. of Juvenile Services

5/15/13

Date



Eastern Shoshone Attorney General

5-7-13

Date

Sally Shoemaker

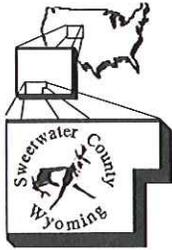
From: Brenda Rael - Sweetwater County Human Resources Department
Sent: Friday, May 24, 2013 11:38 AM
To: Sally Shoemaker
Subject: Request for meeting
Attachments: 6-4-13 HR meeting request -Health Ins renewal.pdf

Sally,

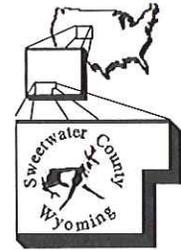
Please find attached Garry's request to be on the agenda for the Board meeting on 6/4/13. We are waiting for feedback from the Health Insurance Committee concerning one of the renewals. We anticipate receiving it by Wednesday morning. Garry will provide a summary letter for the Board packet.

Thank you,
Brenda

Brenda Rael
Sweetwater County
Human Resources Specialist
Phone: 307-872-3912
Fax: 307-872-3996
e-mail: raelb@sweet.wy.us



Sweetwater County Department of Human Resources



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

E-MAIL: swchr@swcmail.sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean, HR Director 
Date: May 22, 2012
RE: **Sweetwater County Health Insurance Stop loss
Health Insurance Renewal Recommendations**

Each fiscal year the County must renew the individual components of the County's health insurance package. The Health Insurance committee has been working with the county's health insurance consultants, Diversified Insurance Group, to evaluate affordable health care opportunities that will allow the County to attract and retain high quality employees at an affordable price. As part of that process, Diversified requested bids for those aspects of the coverage for which competitive bids were available. Specifically, Diversified received competitive bids for the County's stop/loss insurance, medical claims administration (TPA/ASO services), as well as bids for the administration of the Section 125 plan and COBRA administration. The results of this process can be found in the [Sweetwater County 2013-2014 Renewal Presentation Document date 5.17.13](#), which I have attached for your reference. This information may also be viewed electronically by clicking the hyperlink [N:\Health Insurance Shared Folder\Renewal Quotes\FY 2013-2014 Renewal Quotes – Diversified Presentation 5-17-2013](#).

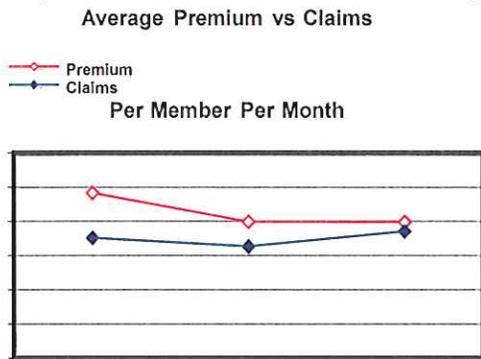
The County's health insurance package is comprised of several, distinct components and the committee has recommendations for each; including health insurance premiums, medical, medical administration, dental, vision, Section 125 administration and COBRA administration. A summary of the committee recommendations and rationale for those recommendations are listed below.

HEALTH INSURANCE PREMIUMS (Cost per Employee per Month)

For the medical portion of the County's health insurance program, the County is self-funded. This means that the County and employee pay into a fund from which medical claims are paid up to the individual stop/loss limit of \$150,000. After this, stop/loss insurance pays the remainder of the claim. Because the health insurance coverage is self-funded, the County and participating entities do not technically pay premiums. Instead, a premium like figure is used to express the **rate** at which the health insurance fund must be funded in order to adequately cover potential medical and dental claims.

According to Diversified, the County should anticipate a twelve percent (12%) increase in overall health care costs, which is primarily the result of three (3) factors, 1) medical inflation (increased health care costs), 2) higher levels of utilization of the health care plan (i.e., there are more medical choices today than ever, 3) the Affordable Care Act contributes approximately 2% increased cost due to the added administrative requirements of the act.

Typically, this type of increase would mean either the County must increase its funding of the plan by an additional twelve percent (12%), or the employees would have to increase his/her contribution to cover the higher cost or both. Currently, as is shown by the graph below, the County Health Insurance Fund is running at or near a balance of premiums paid versus claims paid.



There is also a sizable surplus from past years when the health insurance fund was over funded (i.e. premium contributions exceeded claims). Because of this, the health insurance committee is recommending that the premiums not increase at this time, and instead, draw down or use some of the surplus. If, in fact, the health insurance fund realized the twelve percent (12%) increase in claims cost in FY 13-14, such increase would translate to reducing the surplus by \$546,300. While there is clearly enough surplus to do this, I have concerns that this practice creates a false sense of healthcare from the employee standpoint. If such a practice were to continue, there could come a point where employee premiums would need to increase precipitously to get back to a rate where the premiums and claims liabilities would balance. Such a large increase all at once, could be very unpopular with employees and the County Budget.

By leaving premiums unchanged, we should accomplish two (2) goals, 1) keep premiums close to what is needed to fund the plan adequately and, 2) begin to slowly and responsibly draw down some of the surplus accumulated in the fund. Obviously, no one can precisely predict what overall claims cost will be, but with the current reserves, the health insurance fund should remain in good health. And, since each of the component units contributed in some measure to the surplus, drawing down the surplus gradually in the way permits all of the entities to benefit from the surplus in the same proportion they contributed to it.

MEDICAL (Fixed Cost)

The fixed cost portion of the County's health insurance coverage is comprised of three components; 1) The Administrative Services Only (ASO/TPA) agreement, 2) Stop Loss Insurance and 3) consultant fees.

Administrative Services Only (ASO) Agreement: To control costs, the County seeks to find a provider network that negotiates favorable discounts with healthcare providers that are accessible to County employees. By participating in this type of network, the County reduces costs to the health plan compared with paying full price. While several large companies offer such networks, however in sparsely populated states, like Wyoming, with fewer health care choices, there are only a small number of viable networks to choose from.

For the past seven plus years, the County has been a part of the BlueCross BlueShield Network, which has the strongest provider network and best coverage in the State of Wyoming. Most recently, other companies have made inroads into the Wyoming area market and Diversified has obtained provider and pricing information from those companies as well. Continually obtaining this competitive information helps the insurance committee weigh whether or not one network provides a better cost benefit than another. Most notably, the UMR network, which is the TPA/ASO arm of United Health Care, continues to expand its provider list and service options at competitive prices. School District Number one has used UMR as their network/ASO provider.

When comparing the provider networks (i.e., BCBSWY vs. UMR) it is important to assess the breath of the provider network offered (i.e., how many of the providers used by Sweetwater County plan participant are in a particular plan network such as BCBSWY or UMR), the price of the ASO services (i.e. paying claims) and the service or responsiveness of the ASO in paying claims.

Total Number of Providers Comparison: BCBSWY currently has **1104** of the providers currently used by Sweetwater County employees in their network, compared with UMR which has **1048**, which is 95% of the BCBSWY network. There were approximately **70** providers visited by plan participants that were outside of the BCBSWY network, while **126** were outside of the UMR network. When visiting a provider outside the network, employees and the plan pay higher costs for services, so a lower number here is better. In this area, BCBSWY has a slight edge in the strength of their network, relative to the providers used by participants in the County Health Plan.

Price for ASO/TPA services: The bids received from UMR and BCBSWY represent the cost of paying medical claims under the County Health Plan. BCBSWY bid **\$202,551**, which is **\$11,184** more than last year. This increase is due to the **AFFORDABLE CARE ACT** and the administrative requirement associated with implementing this legislation. This increase is consistent with others in the industry. UMR bid **\$148,356** for this service, which is **\$53,795** less than BCBSWY. As such, the County plan could realize a \$53,795 saving going with UMR as the claims administrator for our plan.

Service Model: This area is more subjective to evaluate. In general, employees have been happy with BCBSWY from a claims management standpoint. They seem to pay claims in prompt manner. The County has no direct experience with UMR, but some members of the employee committee have concerns about their service based upon historical experiences with United Health Care, the parent company of UMR, when they provided the County with a fully insured plan. As many of you are aware, School District Number One in Rock Spring has UMR. Anecdotal evidence indicates some district employees are very happy with UMR, while others are dissatisfied with their aggressive claims management.

STOP /LOSS (Fixed Cost) INSURANCE

Because the County plan is self-funded, the County is assuming all of the risk for paying claims. Sometimes, employees covered under the plan have catastrophic health care issues, which result in very expensive claims. For these situations, the County limits its exposure to these high claims by purchasing stop/loss insurance. Currently, the County purchases its stop loss coverage through Berkley Insurance. Again, as part of the County's cost containment strategy, pricing information is obtained each year from the top stop loss insurance providers in the market. Unfortunately, this year, the County is limited in the ability to bargain stop/loss pricing, due to the number and size of large claims experienced this year and the current status of a large on-going claim. The County has a guaranteed price with our current provider, Berkley. However, the pricing from the other providers will certainly increase if they perform another loss history prior to confirming rates. With the large claim, looming they would certainly want to laser that claim and the County spend many times more money funding this claim, rather than pay the proposed increase with Berkley. As such, our only choice is to stay with Berkley Insurance, with a sixteen (16%) increase in cost. This translates to approximately \$38,306 of increased health insurance cost. A summary of the ASO quotes and the stop loss bids can be found in the attached packet under the medical tab – Fixed Cost Summary.

CONSULTANT FEES

Diversified's fees for this year will remain the same as last year which is **\$72,000**. Diversified has provided the County with a number of cost saving opportunities, including implementation of the SELERIX enrollment system which automatically enroll/terminates employees with the various providers through one central location. They have provided valuable training opportunities for staff, as well as access to critical resources on the AFFORDABLE CARE ACT.

Recommendation:

BCBSWY/BERKLEY:

UMR/Berkley option would cost the plan **\$433,335**. **The BCBSWY/Berkley** would cost the County **\$481,586**. In short, the UMR/Berkley option would cost the plan **\$48,201** less than the BCBSWY/Berkley option. The employee committee believes the BCBSWY option is preferred despite the cost, due to the superior network of BCBSWY and the perception they provide better service to employees.

DENTAL

Last year the Dental plan was changed from a fully insured product to a self-funded plan based upon Diversifier's assessment that Delta Dental had made a substantial profit on our plan in each of the previous years. As predicted, the costs of offering self-funded dental insurance were lower than the premiums. As such, the County saved money in making this change.

The only issue to discuss with the Dental coverage is with regard to a requested employee plan addition. As technology in dentistry increases, more dentists are recommending implants in lieu of more traditional crowns and bridges. The current plan does not cover the surgical implants, but does pay for the crown mounted on top of the implant at the same level as the traditional method. The estimated cost of the surgical implant is approximately \$2,000. And, according to Delta Dental, adding coverage for the surgical implant is estimated to increase claims cost by 4%.

Because of the saving realized this year moving the plan to self-funded , the plan could absorb the 4% cost without an increase in premiums. As such, the employee committee recommends adding this type of coverage, effective July 1, 2013. According to Diversified, the County's current plan is rich, relative to other public and private agencies.

LIFE AND DISABILITY INSURANCE

The County currently has a three (3) year rate guarantee on this coverage, so there is no reason to change this coverage at this time.

VISION INSURANCE

As with the dental coverage, there are even fewer options for the County's vision coverage. Currently the County purchases vision coverage through Vision Services Plan of Wyoming (VSP). VSP has been good to work with, they offer online enrollment, the employees have been pleased with their claims services and the cost is very reasonable. VSP does not offer a self-funded/ASO option. The bottom line with vision is that this portion of the overall coverage is very small, there are no viable alternatives and everyone is satisfied with the current option. The VSP rates for FY 13-14 will remain the same.

SECTION 125/COBRA ADMINISTRATION

This was the only part of the coverage not bid out last year and so Diversified obtained quotes from the top providers in the industry. A summary of the bids is available in the enclosed renewal packet under the tab labeled Section 125/COBRA.

Historically the County had used Affiliated Benefits to pay Section 125 (Flexible Spending Account) claims to avoid dealing with protected health information and the legal liability associated with this service. Affiliated Benefits would review the claims and then send the approved claims back to the County to Pay, essentially leaving the County in possession of protected health information and processing the checks. Affiliated Benefits does not perform COBRA administration.

The quotes received from Diversified were significantly less than what the County is currently paying. For example, TASC, one of the top bidders, provides a whole range of services, including paying section 125 payments to employees, COBRA administration and many other services for a rate of \$4.40 per employee per month. Affiliated Benefits is currently charging the County \$8.23 per employee per month for far less services and no COBRA administration.

After reviewing all of the proposals, the committee is recommending that the County change Section 125 administrators to the TASC Company, effective July 1, 2013 for the COBRA portion and effective January 1, 2013 for the Section 125 portion, to coincide with the Section 125 plan year. This saving will not only help offset some of the other cost increase, but also improve service to employees while reducing the County's liability for COBRA notification compliance.

PLAN YEAR CHANGE

Historically, the County plan has run from January to January. However, this practice means that any changes that occur during open enrollment at the beginning of the plan year in January are not budgeted in that fiscal year, potentially requiring a budget amendment to correct. It makes more sense to begin the plan year to correspond with the fiscal year, such that any plan changes can be considered in the budget.

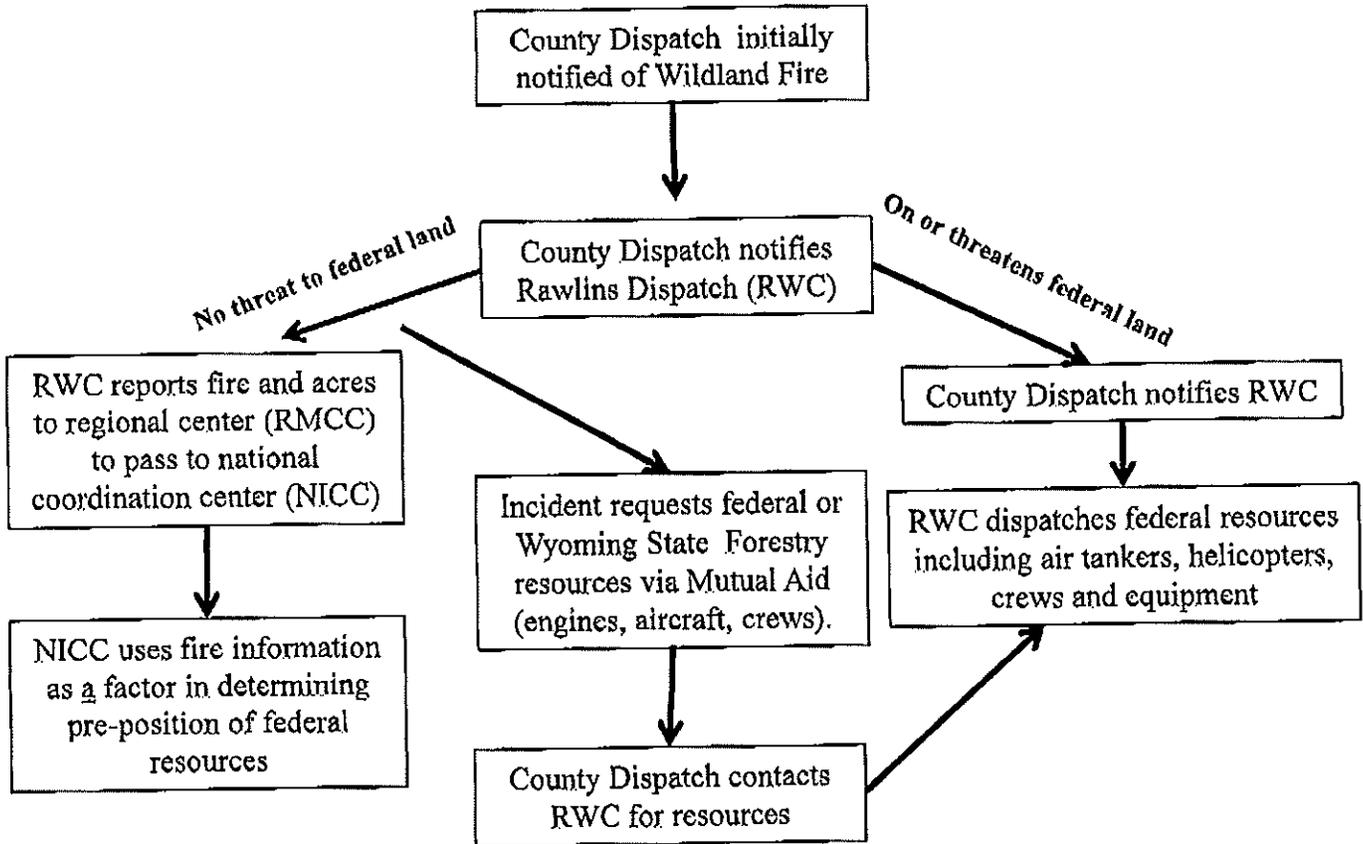
The second and most important reason for making this change is to avoid compliance with the Affordable Care Act until July 2014. If the plan year is not changed, the plan participants must comply with the Affordable Care Act provision by January, 2014. The County and the various component units will not have time to implement and budget for the increased costs associated with implementing the act. Many of these costs are significant and by amending the plan year, the County and all the agencies would have a full year to carefully weigh and analyze these important decisions and properly consider them along with next year's budget. This change is primarily an administrative change and will not affect the plan or cost of the plan. It will require an open enrollment period in June, which the HR Department will organize.

SUMMARY

This renewal process has been very informative for the Insurance Committee and productive for the County's health insurance plan, covered employees and their families. The committee recommends the following;

Premiums	No Change
ASO/TPA Services	Stay with BCBSWY 6% increase.
Stop/Loss Insurance	Stay with Berkley – 16% increase
Life Insurance	Stay with CIGNA (3 Yr. Price Guarantee)
Dental	Stay with Delta Dental Self-Funded same cost
Vision	Stay with VSP- Same price
Consultants	Diversified Insurance Group - Same Price
Section 125/COBRA	TASC – Cost Savings

While there has been and will be increases in health care cost, we have found ways to achieve some cost savings. However, the real cost savings will be in reducing health care claims, which will be the focus of this fiscal year's initiatives. Please contact me should the board have any questions.



County Dispatch

Order of Incident Management Team NO
 Access to all types of firefighting resources NO
 Ordering of Temporary Flight Restrictions NO
 Send local resources to external incidents NO
 Track weather and fuel conditions ?
 SPOT Weather Forecasts for incidents ?
 Purchasing Agents ?
 Ordering meals for firefighters ?
 Providing drinking water for firefighters ?
 Ordering porta-toilets ?
 Providing fuel for vehicles ?
 Water transport for engines
 Setting up a fire camp ?
 Set up incident specific communications ?
 Documentation of costs, supplies & resources ?

 Long-term support of incident ?

RWC Dispatch

Order of Incident Management Team YES
 Access to all types of firefighting resources YES
 Ordering of Temporary Flight Restrictions YES
 Send local resources to external incidents YES
 Track weather and fuel conditions YES
 SPOT Weather Forecasts for incidents YES
 Purchasing Agents YES
 Ordering meals for firefighters YES
 Providing drinking water for firefighters YES
 Ordering porta-toilets YES
 Providing fuel for vehicles YES
 Water transport for engines YES
 Setting up a fire camp YES
 Set up incident specific communications YES
 Documentation of costs, supplies & resources YES

 Long-term support of incident YES

**BYLAWS OF THE SWEETWATER COUNTY
AMBULANCE SERVICEBOARD -
ROCK SPRINGS AREA**

**ADOPTED BY THE SWEETWATER COUNTY AMBULANCE SERVICE
BOARD - ROCK SPRINGS this 20th day of May, 2013.**

CHAPTER 1

NAME:

The name for this assembly is the Sweetwater County Ambulance Service Board – Rock Springs Area (Board).

CHAPTER 2

PURPOSE AND FUNCTIONS:

The Board was created to serve the following purposes and functions:

1. To assess the performance of Sweetwater Medics Medical Service's (Sweetwater Medics) obligations under a contract with the Sweetwater County Commission. Pursuant to this contract, Sweetwater Medics is obligated to provide emergency ambulance service within a designated area of Sweetwater County.

2. After reviewing the performance of Sweetwater Medics, to advise the Sweetwater County Commission and Sweetwater Medics, if appropriate, of any measures that should be implemented to improve the emergency ambulance service in Sweetwater County – Rock Springs Area.

3. To investigate and respond to all complaints regarding Sweetwater Medics and its obligations under the aforementioned contract with the Sweetwater County Commission.

4. After undertaking a broad review of the various informational resources that are available, including the publication entitled, "EMS Structured for Quality: Best Practices in Designing, Managing and Contracting for Emergency Ambulance Service," by the American Ambulance Association, to provide insight and advice to the Sweetwater County Commission to assist the Commission in developing a comprehensive, long-term plan for providing emergency ambulance service in Sweetwater County – Rock Springs Area.

CHAPTER 3

MEMBERSHIP:

1. The membership of the Board shall consist of at least five board members, appointed by the Sweetwater County Commission, pursuant to Resolution No. 12-12-CC-03. Each of the members should have knowledge in emergency services or emergency medicine.

2. The membership shall consist of volunteers who serve on the Board with no specific term of office. Each member's appointment shall be continuous, unless the member

resigns, has his/her appointment to the Board rescinded by the Sweetwater County Commission, or has failed to regularly attend Board meetings, as provided below. The at large appointment shall be a five year term.

3. Failure of any member to attend three (3) consecutive meetings may be, at the discretion of the Board, cause for termination of membership.
4. Vacancies shall be filled by the Sweetwater County Commission.
5. Board members shall be given access to confidential information for Board purposes only and may not use or disclose confidential information for any purpose other than to conduct the business of the Board in a manner consistent with the Board purpose and function. Board members shall not disclose, share, copy, or transmit confidential information to those not authorized to receive it.

CHAPTER 4

ORGANIZATION:

1. At its first meeting of each year, or as soon thereafter as is practical, the Board shall elect a Chairperson and a Vice Chairperson.
2. A Chairperson shall preside over all meetings of the Board, make appointments to sub-committees as needed, call special meetings, and otherwise coordinate all activities of the Board.
3. The Vice Chairperson shall assume all of the duties of the Chairperson, in the absence of the Chairperson.

CHAPTER 5

MEETINGS:

1. If the Board determines regular meetings are needed, the Board shall meet at least quarterly, on designated days. If the Board decides regular meetings are not necessary, the Board shall still meet at least once each quarter. The day, time and place of all meetings shall be determined by the Board. The Board shall meet at least once each year to elect officers and to establish goals and objectives.
2. Special meetings may be held at the call of the chairperson or a majority of the members of the Board.
3. Sub-committee meeting shall be conducted as the need arises. For the convenience of the members, sub-committee meetings may be held prior to, or following a meeting of the Board, or at any other time when members are able to attend.

4. A majority of the membership of the Board shall constitute a quorum for the transaction of business. For purposes of determining when a quorum is present, the chairperson shall include all presently filled appointments of the Board. A position that is vacant for any reason, and not yet filled by the Sweetwater County Commission, shall not be counted.
5. The Board may adopt a formal procedure for conducting business. If the Board does not adopt a formal procedure, the Chairperson shall afford all members a fair opportunity to comment and participate in all discussions and votes of the Board.
6. The Chairman shall appoint a member who is present at the meeting to prepare minutes for each meeting, which shall be approved by the Board at its next meeting.
7. All meetings of the Board shall comply with the Wyoming Open Meetings Act, including the provisions relating to emergency meetings and executive sessions.

CHAPTER 6

CLAIMS AGAINST THE BOARD AND BOARD MEMBERS:

The Board and its constituent members are an instrumentality of the Sweetwater County Commission, and therefore the Board and its members enjoy immunity from all torts, except those torts specifically provided for in the Wyoming Governmental Claims Act, See W.S. § 1-39-105 through 1-39-112.

Nevertheless, all claims against Board members who are acting within their scope of authority shall be defended by the Sweetwater County Commission at its expense, pursuant to W.S. 1-39-104(b). Under W.S. 1-39-104 (c), the Sweetwater County Commission shall assume and pay a judgment entered under the Wyoming Governmental Claims Act against any of its public employees, provided: 1. the act or omission upon which the claim is based has been determined by a court or jury to be within the public employee's scope of duties; (2) the payment from the judgment shall not exceed the limits provided by W.S. 1-39-118; and all appropriate appeals from the judgment have been exhausted or the time has expired when appeals may be taken. The Sweetwater County Commission shall pay all claims that are brought as described herein should the claim be settled pursuant W.S. 1-39-115, 1-41-106 or 1-42-204. See W.S. 1-39-104(d).

The Sweetwater County Commission has obtained liability insurance which defends and pays claims which are brought against Sweetwater County or its instrumentalities under the Wyoming Government Claims Act. The Sweetwater County Commission has received approval from the Local Government Claims Pool (LGLP) to include the Board members as insured.

The following terms are defined in the Wyoming Governmental Claims Act in W.S. 1-39-103, and these definitions shall have specific application herein:

Scope of Duties: means performing any duties which a governmental entity requests, requires or authorizes a public employee to perform regardless of the time and place of performance.

Public Employee: means any officer, employee or servant of a governmental entity, including elected or appointed officials, peace officers, and persons acting on behalf or in service of a governmental entity in any official capacity, whether with or without compensation.

CHAPTER 7

ADOPTION AND AMENDMENTS:

1. These bylaws shall become effective when approved and adopted by the Board and the Board of Sweetwater County Commissioners.
2. Amendments to these bylaws can be proposed by any member; however, no amendment to these bylaws shall become effective unless approved by a majority of the membership and the Board of Sweetwater County Commissioners.

Gentlemen,

We've requested a meeting before your Commission in hope that you would support a resolution requesting the Wyoming Water Development Commission to look at and develop a plan to use Wyoming's water that remains in Fontenelle Reservoir and in the Green River, before this State loses this valuable resource to the other states along the Colorado River.

It's apparent the Bureau of Reclamation is forfeiting any idea of development within the area and I think they would just as soon see the lower basin states get this water.

If you look at the map attached, there are over 40,000 acres of deeded land (RSGA, Anadarko and State lands) that lies below the 6400 feet elevation from the base of Fontenelle Reservoir that could be irrigated via a pipeline from the reservoir. This is in addition to the 140,000 plus acres that was originally intended to be developed by the Bureau of Reclamation as the Seedskaadee Irrigation Project (which is apparently now going to be transferred to the Bureau of Land Management which, unless that effort is stopped, means that those lands will never be developed for anything more than range grazing of livestock). Should a way be found to somehow turn those lands over to the State, there is easily 60-80,000 acres within that area which could be developed into irrigated lands using modern circle sprinkler technology. If the transfer continues, at least those Anadarko properties which were taken should be returned to Anadarko and the tax base of Sweetwater County.

If we don't use irrigation of lands to preserve these water rights we will surely lose them. You may have seen within the last few day's reports and articles referencing a meeting for the purpose of conducting a "massive probe of the challenges to the Colorado River system" which is occurring today in San Diego, CA. A few comments from the enclosed articles stand out: "...since its release have highlighted key differences between the lower basin states and the upper basin states, including the projection that 60 percent of the increase in use will come from the lower basin states of Arizona, New Mexico, California and Nevada", and "That prediction puts pressure and possible shortfalls on states like Wyoming, Utah and Colorado, which share an obligation to deliver a certain amount of water to the lower region because of a water-sharing compact." It is clearly evident that the lower basin states want, and need, all of the water from the Colorado River system that they can get, and with over 300,000 acre feet of unused and un-appropriated water remaining in the Green River, Wyoming is extremely vulnerable unless we take steps TODAY to put that water to beneficial use. A project as we envision would accomplish that.

A pipeline or pipelines could provide the following:

1. Irrigation for pastures and hay production, using water from a pressurized line to run irrigation equipment
2. Water under pressure could fill the water lines of all the chemical companies and reduce pumping needs out of Green River.
3. Clean water could be delivered to the Joint Powers Water Facility at Green River which would reduce problems encountered from runoff coming from tributaries into the Green River below

the reservoir. This would benefit both Green River/Jamestown and Rock Springs and its surrounding area.

4. With increased irrigation other agriculture entities might come to the area, and with all the problems being encountered with the Forest Service and large predators we might be able to provide better pastures for existing livestock operations.

If the Wyoming Water Development Commission agrees to look at this proposal, this won't cost Sweetwater County anything. It will be funded by the State through the Wyoming Water Development Commission. Hopefully, however, your Commission will see value in this to the extent that you would be willing to "sponsor" the project to the WWDC.

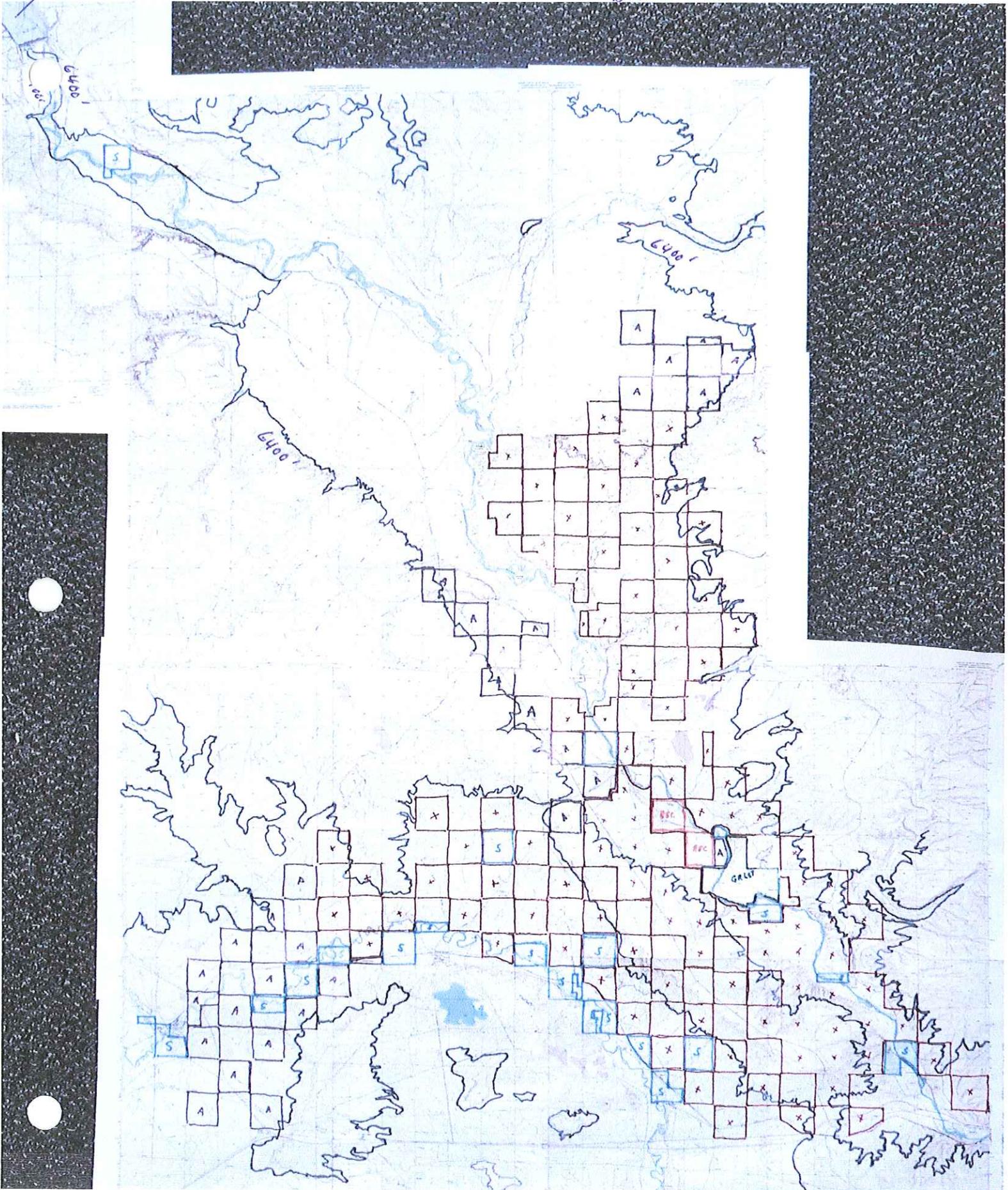
We look forward to visiting with you in person in the morning of June 4th. Thank you for your interest in this extremely important matter.

Bryce Reece and Bill Taliaferro

May 28, 2013

Fontenelle Reservoir

RED X ROCK SPRINGS GRAZING ASSOC
PULLER ANADARKO LANDS
BLOBS STATE LANDS



The Washington Post

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Federal, state, tribal Colorado River users to meet in San Diego about water supply concerns

By Associated Press, Updated: Monday, May 27, 9:23 AM

Top water decision-makers from seven Western states plan to join conservation groups and Indian tribes in San Diego on Tuesday to begin hammering out rules for squeezing every useable drop from the overtaxed Colorado River.

The work meeting hosted by federal water managers comes amid dire predictions for the waterway. The U.S. Interior secretary five months ago issued a call to arms and declared that the river already described as the most plumbed and regulated in the world would be unable to meet demands of a growing regional population over the next 50 years.

“We’re looking at a very significant chance of declaring a shortage in the Colorado River basin in 2016,” Michael Connor, commissioner of the Bureau of Reclamation, said in an interview in advance of the conference.

“We really need to get to specifics, technical liabilities and the political feasibility of projects,” he said.

Connor heads the federal agency responsible for what he called the most litigated and fought-over resource in the country. He said data projects 2013 will be the fourth-driest year in the Colorado River basin over the past 100 years. Last year was the fifth-driest year on record.

The river provides drinking water, power and recreation for some 40 million people in California, Arizona, Colorado, Nevada, Utah, New Mexico and Wyoming. Its largest reservoirs — Lake Mead near Las Vegas and Lake Powell near Page, Ariz. — are projected to drop to 45 percent capacity by September, Connor said.

Mexico also has a stake in the river, and U.S. and Mexican officials signed a pact in November for new rules on sharing Colorado River water, including a deal that lets Mexico store water in Lake Mead. The deal provides for international cooperation to ensure that river water reaches the Gulf of California for the first time in decades.

Gene Castle, assistant interior secretary for water and science, called Tuesday’s conference at a U.S. Geological Survey office near San Diego International Airport the start of a “next steps” process.



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Castle said she hopes more ideas and practical solutions will surface to deal with shortages predicted by a study released by the bureau in December.

The report looked at supply and demand of Colorado River Basin water. It said that by 2060, with the Southwest's population expected to swell, the river won't be always able to serve all the residents, businesses, ranchers, Native Americans and farmers who rely on it.

"This 'next steps' process may serve as a template for the way to implement the analysis being done in all these basin studies," Castle said in a conference call. "Part of that is bringing together all the diverse interests that will be represented."

Castle said a Ten Tribes Partnership representative of Native American groups and several regional environmental advocates were expected to attend. Plans call for organizing a trio of work groups representing municipal, agricultural and conservation interests.

Jennifer Pitt, head of the Environmental Defense Fund's Colorado River Project, said groups including Western Resource Advocates, Protect the Flows and Nuestro Rio want to see more water banking, along with more efficient use of existing urban water supplies, the reuse of waste water, better watershed management and improved agricultural techniques.

"Communities that depend on the Colorado River — for water supply or as the foundation of a \$26 billion recreation economy — cannot afford to wait," Pitt said in a statement.

Save The Colorado representative Gary Wockner said he also planned to attend.

When the Colorado River was tamed by dams and canal water allocations were made nearly a century ago, agricultural interests gained broad water and irrigation rights that helped transform California's vast arid Imperial Valley east of San Diego into one of the most productive winter fruit and vegetable, cotton and grain farming regions in the country.

Tension has grown in recent years along with the sprawl of thirsty cities including Denver, Los Angeles, Las Vegas and Phoenix.

The seven river basin states responded by forging agreements on allotments in 2003 and guidelines for sharing the pain of shortage in 2007.

Pat Mulroy, general manager of the Las Vegas-based Southern Nevada Water Authority and a delegate to Tuesday's meeting, called the issues facing river users daunting, but not insurmountable.

A key concern in southern Nevada is the water level of Lake Mead — already marked in some places by 100-plus feet of white mineral "bathtub ring" showing the effect of years of drought. The reservoir is Las Vegas' major source of drinking water.

"These discussions aren't going to be easy," Mulroy said. "But the longer we have to work through some really gnarly issues, the better."

Tuesday's meeting comes two months after an annual report by the advocacy group American Rivers labeled the Colorado River the most endangered waterway in the nation. The listing drew an endorsement from Castle at the

time for bringing visibility to the problems of drought and overuse.

Castle said Friday the Interior Department recently released \$8.3 million for programs under the ongoing WaterSMART effort. The acronym stands for Sustain and Manage America's Resources for Tomorrow.

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latimes.com

As Colorado River drought worsens, water officials parley

By Tony Perry

5:03 PM PDT, May 27, 2013

SAN DIEGO - Amid a worsening drought along the Colorado River, 40-plus water agency officials, environmentalists, farmers and Indian tribal leaders from the seven states that depend on the river for survival are gathered here for a "moving forward" meeting called by federal officials.

Last year was dry; this year is even worse, officials said.

If the trend continues, Lake Powell and Lake Mead, the Colorado River's two giant reservoirs, will be at 45% capacity by year's end, their lowest since 1968. Shortage looms.

"Hydrologically, we're not going in the right direction," Michael Connor, commissioner of the Bureau of Reclamation, said in advance of Tuesday's meeting.

The strategy to avoid cutbacks, officials said, lies in conserving more water in cities, suburbs and farms without resorting to the political bickering and legal fights that have marked the river's recent history.

The federal government in December released the results of a three-year study warning that drought, climate change and population growth are fast outstripping the water supply from the Colorado River. The report found a "troubling trajectory" of rising demand colliding with a shrinking supply.

The river provides for the daily needs of 40 million people, including in the thirsty cities of Los Angeles, San Diego, Denver, Las Vegas and Phoenix, and for farmers and ranchers in western states who need water to irrigate 4 million acres of cropland where 15% of the nation's food supply is grown.

The December report and its "call to action" cannot become "a study that just sits on a shelf," said Anne Castle, assistant Interior secretary for water and science.

Three committees, to be announced Tuesday, are being formed: One will involve municipal water agencies, a second will deal with agriculture, and a third will have representatives of environmental groups.

An official from the Imperial Irrigation District, the largest user of Colorado River in the nation, has agreed to serve as co-chair of the agriculture committee, along with a professor and a Bureau of Reclamation official.

But that does not signal that the district, which is already selling water to San Diego in the largest sale of farm water in the nation, is eager to sell more water or see more acreage left fallow.

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Imperial district farmers are following 36,000 acres, soon to increase to 40,000, in order to save enough water to sell to the San Diego County Water Authority and to replenish the imperiled Salton Sea.

"I tell people: We gave at the office," said Tina Shields, Colorado River resources manager for the irrigation district. "We like to farm. I don't think anybody down here is going to volunteer for more transfers" [sales].

Bottom line: The move forward will not be easy if planners envision more water sales from the Imperial Valley. The contract for the Imperial Irrigation District to sell water to San Diego was signed only after arm-twisting by the federal government and remains hugely unpopular among Imperial Valley farmers and officials.

Still, there is some guarded optimism that getting various "stakeholders" together to discuss a common problem will be helpful.

Speaking of the farmers, Connor said there has been "more active dialogue over the last few months than we've had recently.... We're encouraged by that participation; it's absolutely critical."

Last year, for example, Imperial Irrigation District officials boycotted the signing of a pact between the U.S. and Mexico that could lead to building a "turnout" from the All-American Canal at Calexico to take Colorado River water south of the border.

Now, Imperial Irrigation District officials are discussing the possibility of such a project with federal officials, although they have yet to give their approval.

The Colorado is frequently listed by the Washington, D.C.-based American Rivers environmental group as among the nation's most troubled waterways. Gary Wockner, campaign coordinator of the Save the Colorado group, said he will be closely monitoring the environmental committee.

Wockner said he wants to see that the "moving forward" approach "provides hope for both the ecological health of the river and the millions of people who depend on it."

tony.perry@latimes.com

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Deseret News

Colorado River meeting, new map highlight challenges to river system

By Amy Joi O'Donoghue, Deseret News
Published: Friday, May 24 2013 7:00 p.m. MDT



Colorado River (, Peter Raabe, American Rivers)

SALT LAKE CITY — A massive probe of the challenges to the Colorado River system enters another phase with a Tuesday meeting in San Diego, where multiple state representatives, the federal government and a 10-tribe Native American partnership look to "what's next" for the struggling river.

At issue is a river system already serving 30 million people that is being sapped by drought, overuse and conservation practices in need of an overhaul — and how that system can be saved to support booming Southwest population growth in the five decades to come.

"We don't have the solutions yet," said Utah's Robert King, who is the state's Interstate Streams section chief with the Division of Water Resources. "We are still defining the problem. This next phase will help us understand what potential solutions will look like."

King will join others at the event being held by the U.S. Bureau of Reclamation at the U.S. Geological Survey's California Water Science Center.

The bureau study, unveiled last December, was nearly three years in the making and tapped water policy and supply experts in Utah and the six other basin states that depend on the Colorado River.

A shortfall of 3.2 million acre-feet of water is projected by the year 2060 due to increasing demands brought about by population growth, diversion of water for energy development and stream flows that have to be maintained at certain levels due to enhanced environmental needs.

Storage capability along the system, however, is four times that of the river's annual flow, allowing managers and suppliers to have flexibility in years of shortages.

Study presentations since its release have highlighted key differences between the lower basin states and the upper basin states, including the projection that 60 percent of the increase in use will come from the lower basin states of Arizona, New Mexico, California and Nevada.

That prediction puts pressure and possible shortfalls on states like Wyoming, Utah and Colorado, which share an obligation to deliver a certain amount of water to the lower region because of a water-sharing compact.

King said the next-step phase will help guide stakeholders to further refine the hundreds of solutions to shoring up water supplies.

Zach Frankel, executive director of the Utah Rivers Council, said Utah would be well-advised to shirk massive river-draining projects in favor of implementing greater conservation strategies.

He pointed to the proposed diversion of water from the system in support of the Lake Powell Pipeline project, supported by proponents as a way to meet growth but to also capture Utah's share of the water that slips into neighboring states.

"One of the most important things to think about for the future management of the Colorado is whether Utah will build unnecessary water projects just to keep other states from using the water, or

if we are willing to lease our unused waters to other players in the basin and make money," he said.

The San Diego meeting comes just a few days after another advocacy group, Western Resource Advocates, released an interactive, online map of the river system intended to educate people.

The map, which can be found at CoRiverBasin.org, provides information in "layers" that can be peeled away, such as how many dams are on the system, the extent of population centers, or how many power plants. There are also scenic points of interest and snow pack and river flow data.

"What I love about CoRiverBasin.org is that it lets the user determine how much information they want to see on the map," said Bart Miller, water program director at Western Resource Advocates.

"This is truly a 21st century tool for a new way of thinking, and learning, about water issues. After all, there may be no more important issue than having clean water to drink."

Email: amyjoi@deseretnews.com

Twitter: [amyjoi16](https://twitter.com/amyjoi16)

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Sweetwater County Commissioner Meeting

Presenter: Cathie L. Hughes
June 4, 2013

SW-WRAP Status Update & Priorities in Sweetwater
County

Connecting People to Resources

Bridging Social Supports & Health Care Systems

*Cathie L. Hughes, M.A., M.C.J.
Founder & CEO - SW-WRAP
Program Director, WYADRC*

Establishing a coordinated, collaborative continuum of care network

SW-WRAP – Funded Programs for SWCO Service Delivery as of 6/2/2013

CSBG – Community Services Block Grant

Services: Medical, Dental, Optical, Prescription, Emergency Shelter

Total Program: \$23,000 Assistance Vouchers \$4,800 Supportive Services; \$0 – Staffing (Total \$27,800)

ESG – Emergency Solutions Grant

\$11,935 Homeless Prevention, Rapid Rehousing Assistance; \$7,500 Street Outreach (Staffing support); \$1,385 Admin (Total \$20,820)

BNEA–Kids (City of Green River) – \$10,000

Basic Needs & Emergency Assistance for youth Sweetwater Co. School District #2

ADRC – Aging & Disability Resource Center

Services: Central Intake, Options Counseling for Long Term Services & Supports; Health Care Transitions Adults w/disabilities & Seniors age 55+

Total Program: \$200,000 Statewide

ADRC Sweetwater County – 23% of total unduplicated clients served throughout the state, 2nd only to Laramie County (Cheyenne)

Social Services

Central Intake Assessment

Central Intake Unit

MOUs

MOUs

Health Care

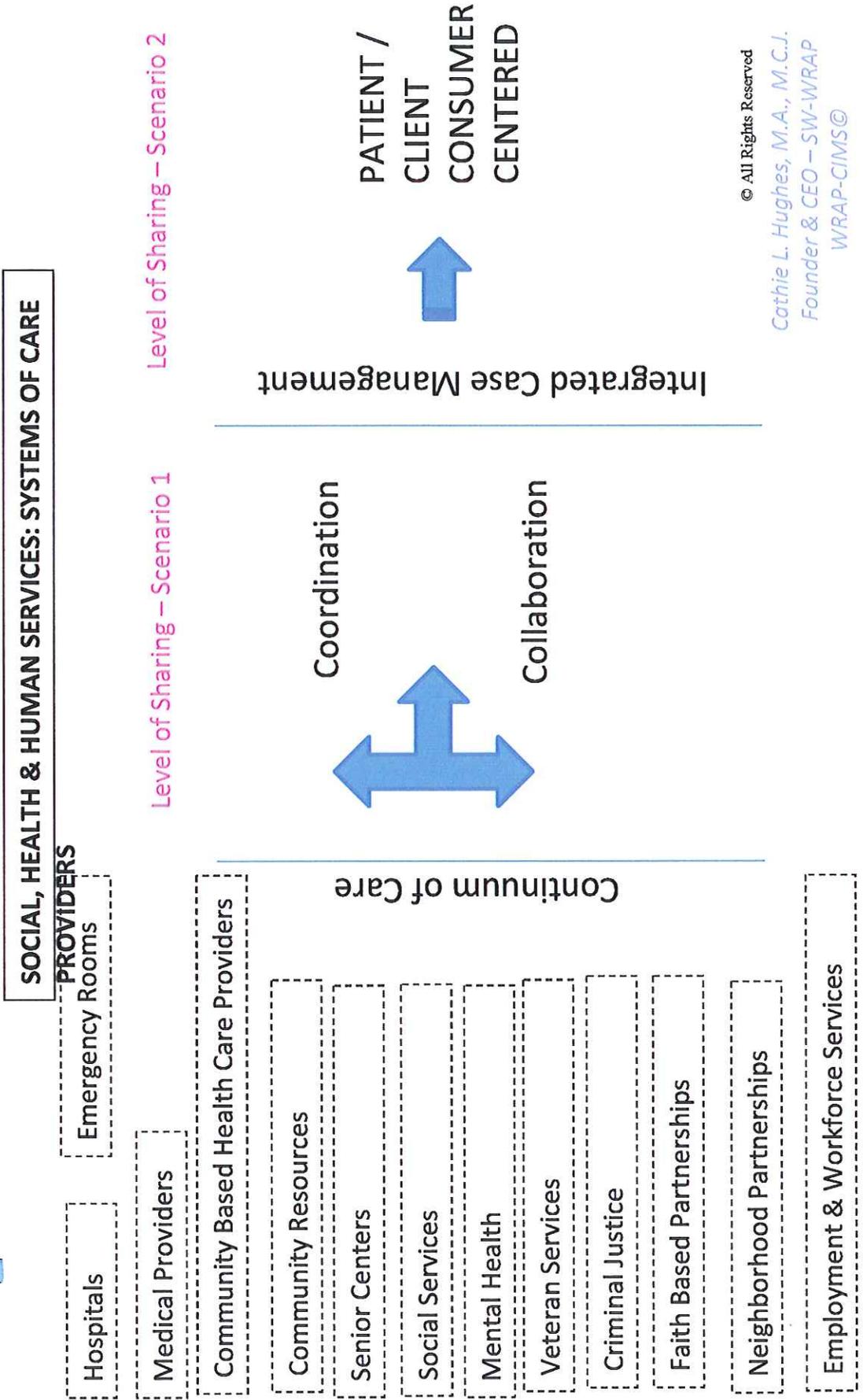
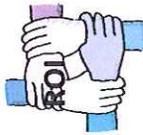
Central Intake Assessment

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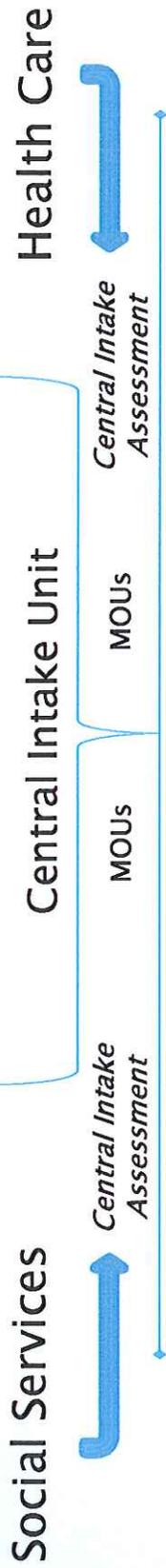
Cathie L. Hughes, M.A., M.C.J.
Founder & CEO – SW-WRAP
WRAP-CIMS©

Establishing a coordinated, collaborative continuum of care network

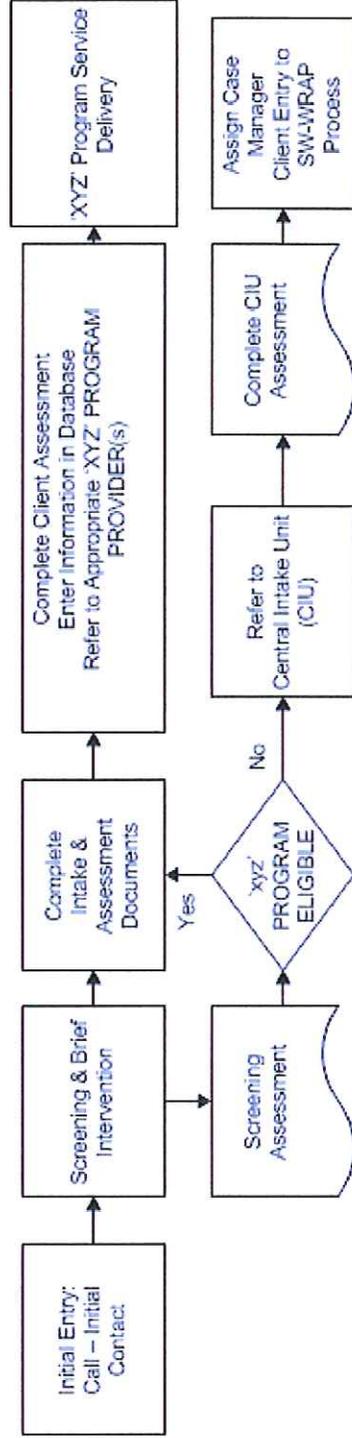
Release of Information (ROI)-Provider relationships configured to reflect data-sharing agreements between Providers (Agencies & Programs) in the local community among systems of care.



Establishing a coordinated, collaborative continuum of care network



Continuum of Care



Client Information Management System (CIMS) - Lifecycle Overview



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 Founder & CEO - SW-WRAP
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RESOLUTION NO. 13-06-CC-02

A RESOLUTION AUTHORIZING THE ISSUANCE BY SWEETWATER COUNTY, WYOMING, OF HOSPITAL REVENUE REFUNDING BONDS (MEMORIAL HOSPITAL PROJECT), SERIES 2013A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____, FOR THE PURPOSE OF FINANCING A REFUNDING PROJECT IN CONNECTION WITH MEMORIAL HOSPITAL OF SWEETWATER COUNTY; APPROVING THE FORM, TERMS AND PROVISIONS OF THE BONDS, THE INDENTURE OF TRUST, AS SUPPLEMENTED BY THE FIRST SUPPLEMENT TO INDENTURE OF TRUST, THE BOND PURCHASE AGREEMENT AND THE COMPLIANCE POLICY; AUTHORIZING THE USE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AND AUTHORIZING THE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS AND OFFICERS OF THE COUNTY TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE ISSUANCE OF SAID BONDS AND THE CONSUMMATION OF SAID TRANSACTIONS.

WHEREAS, Sweetwater County, Wyoming, a public body corporate and politic duly organized and existing under the laws and constitution of the State of Wyoming (the "County"), is authorized pursuant Wyo. Stat. §§ 18-8-201 and 35-2-432 (collectively, the "Act") to issue revenue bonds for the purpose of acquiring, erecting, constructing, reconstructing, improving, remodeling, furnishing or equipping Memorial Hospital of Sweetwater County in Rock Springs, Wyoming (the "Hospital") or related facilities or refunding any securities issued pursuant to any act and payable from any pledged revenues of the Hospital, when requested by the Board of Trustees of Memorial Hospital of Sweetwater County (the "Hospital Board"); and

WHEREAS, the Hospital Board, a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to Wyo. Stat. § 18-8-201, has requested that the County issue its revenue bonds for the purpose of (i) currently refunding the County's outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006B and Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008, (ii) making a deposit to the Series 2013A Debt Service Reserve Fund created under the Indenture (as hereinafter defined) and (iii) paying the Costs of Issuance (as defined in the Indenture) of the revenue bonds (collectively, the "Refunding Project"), pursuant to an Indenture of Trust dated as of June 1, 2013, as supplemented by a First Supplement to Indenture of Trust dated as of June 20, 2013 (collectively, the "Indenture"), by and among the County, the Hospital Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"); and

WHEREAS, there have been presented to the Board of County Commissioners (the "Commissioners") (i) a resolution from the Hospital Board requesting the issuance of revenue

bonds for the Refunding Project; (ii) the Indenture; (iii) a Bond Purchase Agreement dated June 4, 2013 (the "Bond Purchase Agreement") by and among the County, the Hospital Board and Wells Fargo Bank, National Association, as underwriter (the "Underwriter"); (iv) the Preliminary Official Statement dated as of May 22, 2013 (the "Preliminary Official Statement"); (v) a markup of the Official Statement dated as of June 4, 2013 (the "Official Statement"); and (vi) Post-Issuance Compliance Policies and Procedures for Bonds (the "Compliance Policy") to ensure that the County will be in compliance with requirements of the Internal revenue Code of 1986, as amended (hereinafter the foregoing being sometimes collectively referred to as the "County Documents");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Commissioners and the officers of the County directed toward the financing of the Refunding Project and the issuance and sale of revenue bonds therefor be, and the same is hereby, ratified, approved, and confirmed.

Section 2. The County shall finance the cost of the Refunding Project in accordance with the provisions of the Indenture for the purposes described above.

Section 3. To defray the cost of the Refunding Project, there is hereby authorized and created an issue of hospital revenue refunding bonds designated "Sweetwater County, Wyoming, Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A" in the aggregate principal amount of \$_____ (the "Series 2013A Bonds" or the "Bonds"), issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2013A Bonds shall be dated June 20, 2013, shall bear interest from their date until maturity, payable on September 1, 2013, and semiannually thereafter on March 1 and September 1 in each year at the rates, and shall mature on September 1 in the years and in the principal amounts as follows:

Amounts Maturing	Interest Rates	Years Maturing
_____ %	(Per Annum)	
_____	\$ _____	2023
_____	_____	2024
_____	_____	2025
_____	_____	2030
_____	_____	2037

Pursuant to the Bond Purchase Agreement, the Bonds shall be sold to the Underwriter at a private sale at a purchase price equal to \$_____ (i.e., \$_____, plus premium in the amount of \$_____, less Underwriter's Discount of \$_____).

Section 4. The form, terms, and provisions of the County Documents be and they hereby are approved and the County shall enter into the County Documents in the forms of such documents presented to the Commissioners at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman of the Commissioners (the "Chairman") is hereby authorized and directed to execute and deliver the County Documents and the County Clerk is hereby authorized and directed to affix the County seal to and to attest the Indenture.

Section 5. The form, terms, and provisions of the Series 2013A Bonds, in the form contained in the Indenture, be and they hereby are approved, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman is hereby authorized and directed to execute the Bonds by manual signature; the County Treasurer is hereby authorized and directed to countersign the Bonds by manual signature; and the County Clerk is hereby authorized and directed to attest the Bonds by manual signature; and the seal of the County is hereby authorized to be affixed to the Bonds.

Section 6. The Chairman is hereby authorized to execute and deliver to the Trustee the written order of the County for the authentication and delivery of the Series 2013A Bonds by the Trustee.

Section 7. The County has previously provided the Underwriter with a copy of its Preliminary Official Statement, which was "deemed final" for purposes of SEC Rule 15c2-12(b)(1) when so provided. The County will cause the Preliminary Official Statement to be amended only to conform to the terms of the Bond Purchase Agreement and to make any other changes found necessary. The County hereby ratifies the use in conjunction with the sale of the Series 2013A Bonds of the Preliminary Official Statement; provided, however, that neither the County nor any officer or employee thereof has or assumes any responsibility for the accuracy or completeness of the information in such Preliminary Official Statement or the final Official Statement, except any information contained therein relating to the County.

Section 8. The officers of the County shall take all action in conformity with the statutes of the State of Wyoming necessary or reasonably required to effectuate the issuance of the Series 2013A Bonds, to defray the cost of the Refunding Project and for carrying out, giving effect to, and consummating the transactions contemplated by this resolution and the County Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 9. None of the Series 2013A Bonds will be the general obligation of the County nor shall any of the Bonds, including interest thereon, constitute the debt or indebtedness of the County within the meaning of the constitution or statutes of the State of Wyoming.

Nothing contained in this resolution, the Bonds or the County Documents shall give rise to any personal or pecuniary liability of any officer, employee or agent of the County.

Section 10. After the Series 2013A Bonds are issued, this resolution shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 11. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 12. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith and with the documents hereby approved, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any by law, order or resolution, or part thereof.

ADOPTED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

(S E A L)

SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman
Board of County Commissioners

ATTESTED:

County Clerk

Approved as to Form:

County Attorney

Sally Shoemaker

From: Barbara Bonds <Barbara@wyolaw.com>
Sent: Wednesday, May 29, 2013 10:38 AM
To: Sally Shoemaker
Subject: RE: Commissioners' Meeting/

15 min. is fine – I will get you everything today (if possible) but no later than tomorrow.

*Barbara Bonds
Freudenthal & Bonds, P.C.
129 East Carlson Street, P.O. Box 387
Cheyenne, WY 82003
tel: (307) 634-2240
fax: (307) 634-0336
email: barbara@wyolaw.com*

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From: Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]
Sent: Wednesday, May 29, 2013 10:35 AM
To: Barbara Bonds
Subject: RE: Commissioners' Meeting/

Perfect! I'm glad that time worked out for you!! Can I allocate 15 minutes for your item?

The only information I will need are the documents you wish to present in the packet.

Thank you,

Sally

From: Barbara Bonds [<mailto:Barbara@wyolaw.com>]
Sent: Wednesday, May 29, 2013 10:34 AM
To: Sally Shoemaker
Cc: George Lemich; Irene Richardson
Subject: RE: Commissioners' Meeting/

Thanks a bunch – I will take the 11:30 slot and go to George Lemich's office for the Skype mtg.

Do you need any more info for the agenda? I am working on docs and will send you the resolution very shortly.

Barb

*Barbara Bonds
Freudenthal & Bonds, P.C.
129 East Carlson Street, P.O. Box 387
Cheyenne, WY 82003
tel: (307) 634-2240
fax: (307) 634-0336
email: barbara@wyolaw.com*

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From: Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]
Sent: Wednesday, May 29, 2013 10:17 AM
To: Barbara Bonds
Subject: RE: Commissioners' Meeting/

Good morning, Barb.

Regrettably, the commission will only be meeting for their regularly scheduled BOCC meeting during the morning session due to budget workshops (Budget Workshops will be held on June 4th and June 18th).

Would it be more convenient for you to present during the June 18th meeting to allow you adequate time to finalize your documents? Please let me know what would work for you as I do not know what the deadline is for you to present with the Hospital Board. The latest I could put this on the June 4th agenda is approximately 11:30.

Thank you,

Sally

From: Barbara Bonds [<mailto:Barbara@wyolaw.com>]
Sent: Wednesday, May 29, 2013 9:42 AM
To: Sally Shoemaker
Cc: Cliff Boevers - County Attorneys; George Lemich
Subject: Commissioners' Meeting/

Sally – I need to get on the agenda for next week's Commissioners' meeting- the purpose is for consideration of a resolution authorizing the issuance of Hospital Revenue Refunding Bonds, Series 2013A for the purpose of (i) currently refunding the County's outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006B and Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008, (ii) making a deposit to the Series 2013A Debt Service Reserve Fund and (iii) paying the Costs of Issuance for the Series 2013A Bonds.

The Resolution and the documents that I send to you for distribution to the Commissioners will have some blanks, since the Bonds will not be priced until Monday, June 3rd. These will be "filled in" before the meeting on Tuesday.

If possible, I would like to be on the agenda in the afternoon on Tuesday, so that I can drive to Rock Springs Tuesday morning. I have a Skype meeting at 9:00 am for which I would like to be in my office. I may also need some additional time to get all the documents completed before I head your way.

There will be a number of documents for the Chairman, County Clerk and County Treasurer to execute – I would like to get that done after the meeting. I will thae head off to meet with the Hospital Board.

What do you have available in the late afternoon on Tuesday?

barb

Barbara Bonds
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tel: (307) 634-2240
fax: (307) 634-0336
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Sally Shoemaker

From: Hanson, Calvin T. <chanson@shermanhoward.com>
Sent: Thursday, May 30, 2013 4:13 PM
To: Sally Shoemaker
Cc: 'george@lemichlaw.com'; 'Barbara Bonds'; Cliff Boevers - County Attorneys; 'Heather Kammerman (Heather@wyolaw.com)'
Subject: Sweetwater Memorial Hospital Financing
Attachments: Bond Purchase Agreement v1.DOC; Continuing Disclosure Agreement - Sweetwater.v2.DOCX

I have been requested to send you the attached Bond Purchase Agreement and Continuing Disclosure Agreement for inclusion in the Commissioner's agenda packets. If you have any questions please contact Cliff Boevers or George Lemich. Thanks

Calvin T. Hanson

Sherman & Howard LLC
Attorneys & Counselors at Law
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Direct Dial: 303-299-8234
Switchboard: 303-297-2900
Fax: 303-298-0940
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Sally Shoemaker

From: Barbara Bonds <Barbara@wyolaw.com>
Sent: Thursday, May 30, 2013 4:17 PM
To: Sally Shoemaker
Cc: Hanson, Calvin T.
Subject: FW: Sweetwater Memorial Hospital Financing
Attachments: Bond Purchase Agreement v1.DOC; Continuing Disclosure Agreement - Sweetwater.v2.DOCX

FYI – only the Bond Purchase Agreement needs to be copied. The County is not a party to the Continuing Disclosure Agreement – that is between the Hospital Board and the Trustee, as dissemination agent.

*Barbara Bonds
Freudenthal & Bonds, P.C.
129 East Carlson Street, P.O. Box 387
Cheyenne, WY 82003
tel: (307) 634-2240
fax: (307) 634-0336
email: barbara@wyolaw.com*

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From: Hanson, Calvin T. [<mailto:chanson@shermanhoward.com>]
Sent: Thursday, May 30, 2013 4:13 PM
To: 'shoemakers@sweet.wy.us'
Cc: 'george@lemichlaw.com'; Barbara Bonds; 'Cliff Boevers'; Heather Kammerman
Subject: Sweetwater Memorial Hospital Financing

I have been requested to send you the attached Bond Purchase Agreement and Continuing Disclosure Agreement for inclusion in the Commissioner's agenda packets. If you have any questions please contact Cliff Boevers or George Lemich. Thanks

Calvin T. Hanson

Sherman & Howard LLC
Attorneys & Counselors at Law
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Denver, Colorado 80202
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BOND PURCHASE AGREEMENT

June 4, 2013

Sweetwater County, Wyoming
80 West Flaming Gorge
Green River, Wyoming 89235

Board of Trustees
Memorial Hospital of Sweetwater
County, Wyoming
1200 College Drive
Rock Springs, Wyoming 82901

\$ _____
Sweetwater County, Wyoming
Hospital Revenue Refunding Bonds
(Memorial Hospital Project)
Series 2013A

Ladies and Gentlemen:

The undersigned Wells Fargo Bank, National Association (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Sweetwater County, Wyoming (the "County") and the Board of Trustees of Memorial Hospital of Sweetwater County, Wyoming (the "Hospital Board" and the "Hospital," respectively), which, upon your mutual acceptance of this offer, will be binding upon each of you and upon the Underwriter. Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture described below.

This offer is made subject to your mutual acceptance of this Purchase Agreement on or before 5:00 p.m. Denver time on the date hereof and upon such acceptance this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the County, the Hospital Board and the Underwriter.

1. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the County, and the County hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned bonds (the "Bonds"). The primary role of the Underwriter is to purchase the Bonds, for resale to investors, in and arm's length commercial transaction among the County, the Hospital Board and the Underwriter. Wells Fargo Bank, National Association, as underwriter, has financial and other interests that differ from those of the County and the Hospital Board.

The Bonds shall be dated the date of their initial delivery and shall have the maturities and interest rates set forth in Schedule 1 attached hereto and shall be subject to

redemption as described in the Preliminary Official Statement dated May 22, 2013 (the "Preliminary Official Statement"), except as modified by Schedule 1 attached hereto.

The purchase price for the Bonds shall be \$ _____ (equal to the par amount of the Bonds [plus] [less] a net original issue [premium] [discount] of \$ _____ and less the Underwriter's discount of \$ _____). The Bonds shall be as described in, and shall be issued and secured under and as provided in, the Indenture of Trust dated as of June 1, 2013 among the County, the Hospital Board and Wells Fargo Bank, National Association, as trustee (the "Bond Trustee"), as supplemented by the First Supplement to Indenture of Trust dated June 20, 2013 (as supplemented, the "Indenture"), under which the County and the Hospital Board, solely from the sources of funds described in the Indenture, will be required to make payments to the Bond Trustee at such times and sufficient in amount to pay the principal of, redemption premium, if any, and interest on the Bonds.

Pursuant to the Indenture, the proceeds of the Bonds will be used, together with other available funds, to (i) refund the County's outstanding Variable Rate Hospital Revenue Refunding Bonds (Memorial Hospital Project) Series 2006 and its outstanding Variable Rate Hospital Revenue Refunding Bonds (Memorial Hospital Project) Series 2008; (ii) make a deposit to the Series 2013A Debt Service Reserve Fund created under the Indenture; and (iii) pay the costs of issuance of the Bonds (the "Refunding Project").

2. The Underwriter initially agrees to offer the Bonds to the public at the prices or yields set forth in Schedule 1 attached hereto, but may subsequently change such offering prices or yields. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering price. The Underwriter also reserves the right (i) to over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market, and (ii) to discontinue such stabilizing, if commenced, at any time.

3. (a) The County and the Hospital Board agree to cause to be delivered to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement dated June 4, 2013 relating to the Bonds (together with any amendments or supplements thereto that may be authorized, the "final Official Statement") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Official Statement shall be delivered no later than the earlier of (i) seven (7) business days after the date of this Purchase Agreement or (ii) one (1) business day prior to the Closing Date (defined in Section 7 below), in order to permit the Underwriter to comply with the Rule, and the applicable rules of the MSRB with respect to the distribution of the Official Statement. The final Official Statement shall be in substantially the form of the Preliminary Official Statement, with only such changes as shall have been approved by the Underwriter. The County and the Hospital Board shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the

Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Preliminary Official Statement and the final Official Statement are referred to collectively as the “Official Statement.”

(b) The Hospital Board agree upon behalf of themselves and the County to enter into the Continuing Disclosure Agreement dated June 20, 2013 (the “Continuing Disclosure Agreement”) with the Bond Trustee, which contains certain undertakings by the Hospital Board to provide on an annual basis the Hospital’s audited financial statements as well as updates of certain financial information and operating data, and to provide notice of certain events, all as generally described in the Official Statement.

(c) The County and the Hospital Board hereby acknowledge and consent to the use by the Underwriter of the Official Statement.

(d) The County and the Hospital Board acknowledge and agree that: (i) the transactions contemplated by this Purchase Agreement are arm’s length, commercial transactions among the County, the Hospital Board, and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County or the Hospital Board; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the County and the Hospital Board with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective whether the Underwriter or Wells Fargo Securities, LLC or their affiliates have provided other services or are currently providing other services to the County or the Hospital Board on other matters); (iii) the only obligations the Underwriter has to the County and the Hospital Board with respect to the transactions contemplated hereby are expressly set forth in the Purchase Agreement; and (iv) the County and the Hospital Board have consulted their own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent they have deemed reasonable.

4. The County represents and warrants to the Underwriter that:

(a) The County is a duly organized and existing county and a political subdivision of the State of Wyoming (the “State”) under the Constitution and laws of the State. The County is authorized by Wyo. Stat. 18-8-201 (the “Act”) to, among other things, (i) issue the Bonds for the purposes described in Section 1 hereof and (ii) secure the Bonds in the manner contemplated by the Indenture.

(b) The County has the full legal right, power and authority (i) to adopt the resolution adopted by its Board of County Commissioners authorizing the issuance and sale of the Bonds (the “County Resolution”), (ii) to enter into this Purchase Agreement and the Indenture, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, (iv) to finance the Refunding Project, and (v) to carry out and consummate all other transactions contemplated by each of the aforesaid documents; and the County has complied with all provisions of applicable law, including the Act, in all matters relating to such transactions.

(c) The County has, or prior to the Closing Date (defined in Section 7 below) will have, duly authorized (i) the execution and delivery of the Bonds and the execution,

delivery and due performance of this Purchase Agreement and the Indenture, and (ii) the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by such instruments. All consents or approvals necessary to be obtained by the County in connection with the foregoing have been received or will have been received prior to the Closing Date, and the consents or approvals so received are still in full force and effect; provided that no representation is made as to compliance with the securities or "blue sky" laws of any jurisdiction.

(d) The County Resolution has been, or will be prior to the Closing Date, duly adopted by the County, is in full force and effect and constitutes or will constitute the legal, valid and binding act of the County; and this Purchase Agreement constitutes, and (upon the execution and delivery thereof) the Indenture will constitute, legal, valid and binding obligations of the County and will be enforceable against the County in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(e) When authenticated by the Bond Trustee and delivered to and paid for by the Underwriter, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding obligations of the County in conformity with the laws of the State, including the Act, and will be entitled to the benefit and security of the Indenture.

(f) The County has duly approved and authorized the execution, delivery, distribution and use of the Preliminary Official Statement and the final Official Statement. The Preliminary Official Statement as of its date was "final" within the meaning of the Rule. The information contained in the Official Statement is, and as of the Closing Date will be, true and correct in all material respects, and does not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, the County makes no representation with respect to information in the Official Statement expressly supplied in writing by the Underwriter, the Hospital Board or The Depository Trust Company for inclusion therein, other than that it has no knowledge or notice that such information is inaccurate or misleading.

(g) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter that copies of the Official Statement are no longer required to be delivered under the Rule or (ii) 90 days after the Closing, any event occurs as a result of which the Official Statement might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriter in writing of such event; provided, however, that the County shall have such obligations with respect to information in the Official Statement concerning and supplied by the Underwriter, the Hospital Board or The Depository Trust Company only to the extent the County has actual knowledge or notice of any such event. Upon the request of the Underwriter therefor, the County shall prepare and deliver to the Underwriter as many copies of an amendment or supplement which will correct any untrue statement or omission as the Underwriter may reasonably request. Any information supplied by

the County for inclusion in any amendments or supplements to the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) To the knowledge of the County, neither the adoption of the County Resolution, the execution and delivery of this Purchase Agreement, the Bonds or the Indenture, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof, will conflict with, or constitute on the part of the County a violation of, or a breach of or default under (i) any statute, resolution, indenture, mortgage, commitment, note or other agreement or instrument to which the County is a party or by which it is bound, (ii) any provision of the State Constitution or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the County is subject. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the County's execution and delivery of, consummation of the transactions contemplated by and compliance with the provisions of this Purchase Agreement, the Indenture and the Continuing Disclosure Agreement have been obtained or will be obtained prior to the Closing Date; provided that no representation is made as to compliance with the securities or "blue sky" laws of any jurisdiction.

(i) Other than the Indenture (which approves the issuance of the Bonds and the County's Hospital Revenue Bonds (Memorial Hospital Project) Series 2013B which are issued with a parity lien upon the Trust Estate), the County has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Trust Estate or the revenues derived therefrom.

(j) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the County, threatened, which in any way questions the powers of the County referred to in paragraph (b) above, or the validity of any proceeding taken by the County in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Purchase Agreement or any other document or instrument required or contemplated by this financing, or which, in any way, could adversely affect the validity or enforceability of the County Resolution, this Purchase Agreement, the Bonds and the Indenture.

(k) The County will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(l) Any certificate signed by any official of the County and delivered to the Underwriter or the Hospital Board shall be deemed a representation and warranty by the County to such other party as to the truth of the statements therein contained.

5. The Hospital Board hereby represents and warrants to the Underwriter

that:

(a) The Hospital Board has been duly appointed by the County Commissioners and is the duly constituted Board of Trustees' of the Hospital each member of which is entitled to hold his or her respective office. The Hospital Board has the full legal right, power and authority to execute and deliver this Purchase Agreement, the Indenture and the Continuing Disclosure Agreement and to take any and all action as may be required on their part to carry out, give effect to and consummate all transactions contemplated by the aforesaid documents.

(c) The Hospital Board has, or prior to the Closing Date will have, duly authorized the execution and delivery of this Purchase Agreement and the Indenture and the Continuing Disclosure Agreement, and the taking of any and all such action as may be required on their part to carry out, give effect to and consummate all transactions contemplated by the aforesaid documents. This Purchase Agreement, the Indenture, and the Continuing Disclosure Agreement, upon execution and delivery thereof, will constitute, the legal valid and binding obligations of the Hospital enforceable against the Hospital in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally.

(d) The Hospital has duly approved and authorized the execution, delivery, distribution and use of the Preliminary Official Statement and the final Official Statement. The Preliminary Official Statement as of its date was "final" within the meaning of the Rule. The information contained in the Official Statement is, and as of the Closing Date will be, true and correct in all material respects, and does not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, the Hospital Board makes no representation with respect to information in the Official Statement expressly supplied in writing by the Underwriter, the County or The Depository Trust Company for inclusion therein, other than that it has no knowledge or notice that such information is inaccurate or misleading.

(e) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter that copies of the Official Statement are no longer required to be delivered under the Rule or (ii) 90 days after the Closing, any event occurs as a result of which the Official Statement might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Hospital Board shall promptly notify the Underwriter in writing of such event; provided, however, that the Hospital Board shall have such obligations with respect to information in the Official Statement concerning and supplied by the Underwriter, the County or The Depository Trust Company only to the extent the Hospital Board have actual knowledge or notice of any such event. Upon the request of the Underwriter therefor, the Hospital Board shall prepare and deliver to the Underwriter as many copies of an amendment or supplement which will correct any untrue statement or omission as the Underwriter may reasonably request. Any information supplied by the Hospital Board for inclusion in any amendments or supplements to the Official Statement will not contain any untrue statement of a material fact or

omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Neither the execution and delivery of this Purchase Agreement, the Indenture, nor the Continuing Disclosure Agreement, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof, will conflict with, or constitute on the part of the Hospital Board a violation of, or a breach of or default under (i) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which the Hospital Board or the Hospital is a party or by which they are bound, or (ii) any provision of the State Constitution or any existing law, rule, regulation, ordinance, resolution, judgment, order or decree to which the Hospital Board or the Hospital are subject; nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Hospital Board, except for Permitted Encumbrances. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Hospital Board's execution and delivery of, consummation of the transactions contemplated by and compliance with the provisions of this Purchase Agreement, the Indenture and the Continuing Disclosure Agreement have been obtained or will be obtained prior to the Closing Date; provided that no representation is made as to compliance with the securities or "blue sky" laws of any jurisdiction.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Hospital Board, threatened against or affecting the Hospital Board, the Hospital or its property, rights or powers, their legal existence, or the actions taken or contemplated to be taken by the Hospital Board, nor, to the knowledge of the Hospital Board, is there any basis therefor, where an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Purchase Agreement, or which, in any way, could adversely affect the validity or enforceability of the Bonds, the Indenture or the Continuing Disclosure Agreement, or any other document or instrument required or contemplated by this financing, or which could in any way question the exclusion from gross income of the recipients thereof of the interest on the Bonds (when issued) for federal income tax purposes or in any other way question the status of the Bonds (when issued) under federal or State tax laws or regulations.

(h) The audited financial statements for the Hospital for the years ended June 30, 2012 and 2011 contained in Appendix B to the Official Statement present fairly the financial position of the Hospital as of the dates indicated and for the periods specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. The unaudited financial statements of the Hospital for the nine-month periods ended March 31, 2013 and March 31, 2012 contained in Appendix A to the Official Statement present fairly the financial position of the Hospital as of the dates indicated and for the periods specified and have been prepared in conformity with general accepted accounting principles applied consistently with the application utilized in the audited financial statements of the Hospital. There has been no material change in the general affairs,

management, properties, financial position, capitalization or results of operations of the Hospital since March 31, 2013 except as set forth in the Official Statement.

(i) The Hospital has never been in default at any time as to principal of or interest on any obligation issued or guaranteed by the Hospital or with respect to which the Hospital is an obligor. Except as described in the Official Statement, no “default,” “event of default” or event which, with the passage of time or the giving of notice, or both, would constitute a “default” or “event of default” under the Indenture has occurred and is continuing.

(j) Except as disclosed in the Official Statement, the Hospital has complied in all material respects with all applicable requirements of the United States and the State, and of their respective agencies and instrumentalities, to operate its health care facilities substantially as they are being operated and is qualified by all required permits, licenses, certifications, accreditations and qualifications, including, without limitation, accreditation of such facilities to conduct the Hospital’s health care business as it is presently being conducted, and to be reimbursed (to the extent such reimbursement is available under applicable statutes, regulations and administrative practices) under all third party payor programs accounting for a material portion of the Hospital’s gross patient service revenues, including, without limitation, Medicaid and Medicare.

(k) The Hospital Board will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(l) Any certificate signed by any official of the Hospital Board and delivered to the Underwriter or the County shall be deemed a representation and warranty by the Hospital Board to such other party as to the truth of the statements therein contained.

(m) Except as described in the Official Statement the Hospital Board and the Hospital are in compliance with all of their prior undertakings pursuant to the Rule.

6. The County (at the expense of the Hospital) and the Hospital Board each covenant with the Underwriter that they will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or “blue sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, neither the County nor the Hospital Board shall be required to consent to suit or to service of process in any jurisdiction. The County and the Hospital Board consent to the Underwriter's use of documents relating to the Bonds in the course of compliance with the securities or “blue sky” laws of the various jurisdictions.

7. At 9:00 a.m. Rock Springs, Wyoming time on June 20, 2013 or at such other time and/or date as shall have been mutually agreed upon by the County, the Hospital Board and the Underwriter, the County will deliver, or cause to be delivered, to the Underwriter the Bonds, in definitive book-entry form duly executed and authenticated by the Bond Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such

delivery of the Bonds through The Depository Trust Company and pay the Purchase Price of the Bonds by delivering to the Bond Trustee for the account of the County a check payable in federal funds or making a wire transfer in federal funds payable to the order of the Bond Trustee.

The activities relating to the final execution and delivery of the Bonds, the Indenture and the Continuing Disclosure Agreement, and the payment for the Bonds and the delivery of the certificates, opinions and other instruments as described in Section 9 of this Purchase Agreement, shall occur at the County and the Hospital. The payment for the Bonds and simultaneous delivery of the Bonds to the Underwriter is herein referred to as the "Closing," the date of such payment and delivery is herein referred to as the "Closing Date" and the time of such payment and delivery is herein referred to as the "Closing Time."

8. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, as of the Closing Date:

(a) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported or re-reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or official statement by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds or of any of the transactions contemplated in connection herewith, including causing interest on the Bonds to be included in gross income for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived under the Indenture or by any similar body under similar documents or upon interest received on the Bonds or obligations of the general character of the Bonds which, in the opinion of the Underwriter, materially adversely affects the market price of or market for the Bonds; or

(b) legislation shall have been enacted, or actively considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States shall have been rendered, the effect of which is that the Bonds or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) a stop order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds and any other underlying obligations, or the execution and delivery of the Indenture as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities

Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) any event shall have occurred or any information shall have become known to the Underwriter which causes the Underwriter to reasonably believe that the Official Statement includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(d) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for, or market price of, the Bonds; or

(e) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for, or market price of, the Bonds; or

(f) a general banking moratorium shall have been declared by federal, New York or other State authorities; or

(g) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the County, the Hospital Board or the Hospital; or

(h) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(i) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

9. The obligation of the Underwriter to purchase the Bonds shall be subject (i) to the performance by the County and the Hospital Board of their obligations to be performed hereunder at and prior to the Closing, (ii) to the accuracy of the representations and warranties of the County and the Hospital Board herein as of the date hereof and as of the Closing Time, and (iii) to the following conditions, including the delivery by the County and the Hospital Board of such documents as are enumerated herein in form and substance satisfactory to the Underwriter:

(a) At the Closing Time (i) the County Resolution, the Official Statement, this Purchase Agreement, the Indenture and the Continuing Disclosure Agreement shall be in full force and effect and shall not have been amended, modified or supplemented from the date hereof except as expressly contemplated herein or except as may have been agreed to by

the Underwriter, (ii) the proceeds of the sale of the Bonds shall be deposited and applied as described in the Indenture, and (iii) the County and the Hospital Board shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Freudenthal & Bonds, P.C., as bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Bonds, the Indenture and the Continuing Disclosure Agreement shall have been executed and delivered at or prior to the Closing. The terms of the Bonds, as delivered, shall in all instances be as described in the final Official Statement.

(c) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter, the County and the Hospital Board:

(1) Final approving opinion of Bond Counsel addressed to the County and the Hospital Board dated the Closing Date, in substantially the form set forth as Appendix E to the Official Statement; and letter of Bond Counsel addressed to the Underwriter and dated the Closing Date, to the effect that Bond Counsel's final approving opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter.

(2) Opinions, dated the Closing Date, of Lemich Law Center, counsel to the Hospital, the County Attorney as counsel to the County, and Sherman & Howard L.L.C., Counsel to the Underwriter, all in form and substance satisfactory to the Underwriter.

(3) A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter and addressed to the County, the Hospital Board and the Underwriter, including opinions to the effect that (i) specified descriptions of the Bonds, the security therefor, the Indenture, and the tax status of the Bonds and the opinion of Bond Counsel, both in the main body of the Official Statement and in appendices thereto, constitute fair summaries in all material respects of the documents and information purported to be summarized therein; and (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(4) The final Official Statement, executed on behalf of the Chairman of the Board of County Commissioners and the Chairman of the Hospital Board by a duly authorized officer thereof.

(5) Certified copies of the County Resolution and the Hospital Resolution and all other resolutions of the County or the Hospital Board relating to the Bonds.

(7) Originally executed copies of this Purchase Agreement, the Indenture and the Continuing Disclosure Agreement.

(8) Specimen Bonds.

(9) Letter from Standard & Poor's Ratings Services to the effect that the Bonds have been assigned the rating of "BBB," which rating shall be in effect as of the Closing Date.

(10) Letters from CliftonLarsonAllen, confirming the agreed upon procedures requested by the Underwriter, consenting to the use of the financial statements and their report on such financial statements included in the Preliminary Official Statement and the final Official Statement and to the references made to the firm in the Preliminary Official Statement and the final Official Statement.

(11) A certificate, in form and substance satisfactory to the Underwriter, of the County executed by any duly authorized officer or official of the County, dated as of the Closing Date, to the effect that: (i) each of the County's representations, warranties and covenants contained herein are true and correct as of the Closing Time; (ii) the County has authorized, by all action necessary under the Act and the laws and Constitution of the State, the adoption of the County Resolution and the execution, delivery and due performance of the Bonds, the Indenture and this Purchase Agreement; (iii) the Bonds, the Indenture and this Purchase Agreement, as executed by the County, are in the form or in substantially the form approved for such execution by the County Resolution; (iv) except as set forth in the Official Statement, no litigation or other legal or administrative proceedings are pending or, to the knowledge of the County, after due investigation and inquiry, threatened, which are material as to the County or the Hospital or which if decided adversely to the County and the Hospital could materially and adversely affect the transactions contemplated hereby or by the Official Statement or which could adversely affect the validity or enforceability of the Bonds, the Indenture, the Continuing Disclosure Agreement or this Purchase Agreement, or which could materially and adversely affect the properties, operations or financial condition of the County or the Hospital; and (v) the information relating to the County contained in the Official Statement is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) A certificate, in form and substance satisfactory to the Underwriter, of the Hospital Board executed by any duly authorized officer or official of the Hospital Board, dated as of the Closing Date, to the effect that: (i) each of the representations, warranties and covenants made by Hospital Board contained herein are true and correct as of the Closing Time; (ii) the Hospital has authorized, by all necessary corporate action, the execution, delivery and due performance of the Indenture, the Continuing Disclosure Agreement and this Purchase Agreement; (iii) the Indenture, the Continuing Disclosure Agreement and this Purchase Agreement, as executed by the Hospital Board, are in substantially the forms approved for such execution by appropriate corporate action of the Hospital Board; (iv) except as set forth in the Official Statement, since March 31, 2013, there has not been any material adverse change in the properties, financial position or results of operations of the Hospital, whether or not arising from transactions in the ordinary course of business, and the Hospital Board has not entered into any material transaction or incurred any material debt or other liability; (v) except as set forth in the Official Statement, no litigation or other legal or administrative proceedings are pending or, to

the knowledge of the Hospital Board, after due investigation and inquiry, threatened, which are material as to the Hospital or which if decided adversely to the Hospital Board and the Hospital could materially and adversely affect the transactions contemplated hereby or by the Official Statement or which could adversely affect the validity or enforceability of the Bonds, the Indenture, the Continuing Disclosure Agreement or this Purchase Agreement, or which could materially and adversely affect the properties, operations or financial condition of the Hospital Board or the Hospital; and (vi) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Hospital Board makes no representation with respect to information in the Official Statement expressly supplied in writing by the Underwriter, the County or The Depository Trust Company for inclusion therein, other than that the Hospital Board has no knowledge or notice that such information is inaccurate or misleading.

(13) Certification of the Bond Trustee in form and substance satisfactory to the Underwriter and Bond Counsel and any other certifications and opinions required by the Indenture for the issuance of the Bonds, including opinions to the effect that the Refunded Bonds are deemed paid under the terms of the related indenture and the indenture is discharged.

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, Counsel to the Underwriter, Counsel to the Hospital Board or Counsel to the County may reasonably request to evidence compliance by the County and the Hospital Board with legal requirements, the truth and accuracy, as of the Closing Time, of the respective representations of the County or the Hospital Board herein contained, and the due performance or satisfaction by each of them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by any of them.

If the County or the Hospital Board shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter, the County nor the Hospital Board shall be under further obligation hereunder, except to pay expenses, as provided in Section 13 hereof, shall continue in full force and effect.

10. The obligations of the County and the Hospital Board hereunder are subject to the performance by the Underwriter of its obligations hereunder.

11. The representations, warranties, agreements and indemnities herein shall survive the Closing under this Purchase Agreement and any investigation made by or on behalf of the County, the Hospital Board or the Underwriter or any person who controls the County, the Hospital Board or the Underwriter of any matters described in or related to the transactions contemplated hereby and by this Purchase Agreement, the Official Statement, the Indenture and the Continuing Disclosure Agreement. The obligations of the Hospital Board and the Underwriter under Section 13 hereof shall survive any termination of this Purchase Agreement

by the Underwriter pursuant to the terms hereof or performance and satisfaction of this Purchase Agreement.

12. (a) To the extent permitted under State law, the Hospital Board and the County agree to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the Underwriter and the current, former and future officers, directors, members, agents and employees of the Underwriter (collectively, the "Section 12(a) Indemnified Parties") against any and all judgments, losses, claims, damages, liabilities and expenses arising out of any statement or information in the Official Statement (except as it relate any statement or information set forth on the inside cover regarding prices or yields or set forth under the caption "UNDERWRITING") that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any material statement or information that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but the Hospital Board and the County shall not be liable for any amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission unless such settlement is effected with the written consent of the Hospital Board and the County. In case any claim shall be made or action brought against any Section 12(a) Indemnified Party based upon the Official Statement for which indemnity may be sought against the , as provided above, the Section 12(a) Indemnified Party shall promptly notify the Hospital Board and the County in writing setting forth the particulars of such claim or action and the Hospital Board and the County shall assume the defense thereof, including the retaining of counsel acceptable to the Section 12(a) Indemnified Party and payment of all expenses. The Section 12(a) Indemnified Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless (i) the Hospital Board and the County shall have specifically authorized in writing the retaining of such counsel or (ii) the parties to such suit include the Hospital Board, the County and the Section 12(a) Indemnified Party and either the Hospital Board, the County or the Section 12(a) Indemnified Party has been advised by such counsel that one or more legal defenses may be available to it which may not be available to the Hospital Board or the County, in which case the Hospital Board and the County and the shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(b) The Underwriter agrees to indemnify and hold harmless the County and the Hospital Board and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the County and the Hospital Board and the current, former and future officers, directors, members, agents and employees of the County and the Hospital Board (collectively called the "Section 12(b) Indemnified Parties") against any and all judgments, losses, claims, damages, liabilities and expenses caused by or based upon (i) any statement or information contained under the caption "UNDERWRITING" in the Official Statement or set forth on the inside cover of the Official Statement regarding prices or yields that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any material statement or information that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (ii) any statement, representation or information made or supplied by the

Underwriter in connection with the offer or sale of the Bonds other than pursuant to the Official Statement, which was not provided to the Underwriter by the Section 12(b) Indemnified Parties, and which includes an untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) the failure of the Underwriter to deliver the Official Statement in accordance with Rule 15c2-12 or to comply with any registration or qualification requirements applicable to the Underwriter or the Bonds under any state securities or "blue sky" law of any jurisdiction in which such registration or qualification is required (except as provided above, the Hospital Board shall be responsible for the accuracy and completeness of the information provided by the Hospital Board and included in any such registration or qualification, and the County shall be responsible for the accuracy and completeness of the information provided by the County and included in any such registration or qualification). The Underwriter shall not be liable for any amount paid in any settlement of any litigation commenced or threatened unless such settlement is effected with the written consent of the Underwriter. In case any claim shall be made or action brought against any Section 12(b) Indemnified Party upon the foregoing for which indemnity may be sought against the Underwriter, as provided above, the Section 12(b) Indemnified Party shall promptly notify the Underwriter in writing setting forth the particulars of such claim or action and the Underwriter shall assume the defense thereof, including the retaining of counsel acceptable to the Section 12(b) Indemnified Party and payment of all expenses. The Section 12(b) Indemnified Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless (i) the Underwriter shall have specifically authorized in writing the retaining of such counsel or (ii) the parties to such suit include the Hospital Board and the Section 12(b) Indemnified Party and either the Hospital Board or the Section 12(b) Indemnified Party has been advised by such counsel that one or more legal defenses may be available to it which may not be available to the Underwriter, in which case the Underwriter shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Sections 12(a) and (b) above hereof is applicable but for any reason is held to be unavailable the Underwriter shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with) in an amount not to exceed its underwriting discount; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of the Securities Act of 1933 or the Securities Act of 1934) shall be entitled to contribution from the Underwriter if the Underwriter is not guilty of such fraudulent misrepresentation. In no case (under this paragraph only) shall the Underwriter be responsible for any amount in excess of the Underwriter's discount applicable to the Bonds; provided that this limitation shall not apply to any losses, damages or liabilities due to misstatements or omissions in information supplied by the Underwriter, or due to failures of compliance by the Underwriter as described in clause (iii) of Section 12(b) above. Any party entitled to contribution from the Underwriter shall, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against the Underwriter under this Section 12(c), notify the Underwriter, but the omission to so notify the Underwriter shall not relieve the Underwriter from any other obligation it may have hereunder or otherwise than under

this Section 12(c). The Underwriter shall not be liable for contribution with respect to any action or claim settled without its consent.

13. The Hospital Board will pay or cause to be paid all reasonable expenses incident to the performance of the obligations of the County and the Hospital Board under this Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, CUSIP Services Bureau fees, costs of printing and mailing the Official Statement, any amendment or supplement to the Official Statement, fees and disbursements of Bond Counsel, fees and disbursements of Sherman & Howard L.L.C. as counsel to the Underwriter, any fees charged by investment rating agencies for the rating of the Bonds, fees of the Bond Trustee, fees of the County, financial consultant fees, and the "Blue Sky" fees and expenses (if any). The Hospital Board shall pay any expenses incurred on behalf of the County's employees which are incidental to implementing this Purchase Agreement. In the event this Purchase Agreement shall terminate because of the default of the Underwriter, the Underwriter will pay all of the expenses specified above (up to but not exceeding the total Underwriter's discount set forth in Section 1 hereof); provided that the failure of the Underwriter to purchase the Bonds because the conditions set forth in this Purchase Agreement have not been met or because of the occurrence of an event described in Section 8 hereof shall not be a default of the Underwriter. The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with the public offering and distribution of the Bonds.

14. No recourse shall be had for the payment of any obligations, or for any claim based thereon, or upon any obligation, covenant, or agreement contained herein (except for claims based upon fraud, willful misrepresentation or any knowing violation of law) against any past, present or future officer, director, member, official, employee or agent of the Hospital Board or the County, or of any predecessor or successor entity thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, officials, employees or agents, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Purchase Agreement. However, this Section shall in no way limit the obligations of the Hospital Board under Section 12 hereof, including damages caused by action of or the failure to act of any director, member, officer, agent or employee of the Hospital Board or the County, or of any predecessor or successor corporation or entity thereto.

15. The County and the Hospital Board acknowledge and agree that the Underwriter has not undertaken and does not undertake to provide tax advice relating to the treatment of interest on the Bonds. Notwithstanding anything in Section 12(b) to the contrary, no recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the County or the Hospital Board arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought by or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bonds, except for a loss, damage, liability, cost or expense directly attributable to representations made by the Underwriter with gross negligence or in bad faith in its certificate delivered at Closing.

16. Any notice or other communication to be given to the County or the Hospital Board under this Purchase Agreement may be given by delivering the same in writing at the respective address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Wells Fargo Bank, National Association, 1675 Broadway, Suite 2700, Denver, Colorado 80202, Attention: Will Douglas.

17. This Purchase Agreement is made solely for the benefit of the County, the Hospital Board and the Underwriter. No other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

18. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

18. This Purchase Agreement shall become effective upon acceptance hereof by the Hospital Board and the County.

Very truly yours,

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
William C. Douglas Jr., Director

Accepted and agreed to on this June 4, 2013, at _____ p.m.:

SWEETWATER COUNTY, WYOMING

By: _____
Chairman of the Board of County Commissioners

**BOARD OF TRUSTEES OF MEMORIAL HOSPITAL
OF SWEETWATER COUNTY, WYOMING**

By: _____
President of the Board of Trustees

MATURITY SCHEDULE

\$ _____

**SWEETWATER COUNTY, WYOMING
HOSPITAL REVENUE REFUNDING BONDS
(MEMORIAL HOSPITAL PROJECT)
SERIES 2013A**

<u>Maturity</u> (September 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u>
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				
20__				

\$ _____ % Term Bond due September 1, 20 __, Yield: _____ %, CUSIP _____
 \$ _____ % Term Bond due September 1, 20 __, Yield: _____ %, CUSIP _____

Optional Redemption

[To be described.]

Mandatory Sinking Fund Redemption

[To be described.]

CONTINUING DISCLOSURE AGREEMENT

**SWEETWATER COUNTY, WYOMING
HOSPITAL REVENUE REFUNDING BONDS
(MEMORIAL HOSPITAL PROJECT)
SERIES 2013A**

dated June 20, 2013

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by the Board of Trustees of Memorial Hospital of Sweetwater County, Wyoming, a county owned hospital (the "Hospital Board" and the "Hospital," respectively), and Wells Fargo Bank, National Association, as Dissemination Agent (the "Dissemination Agent"), in connection with the issuance by Sweetwater County, Wyoming (the "County") of its Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A (the "Bonds"). The Bonds are being issued pursuant to the Indenture of Trust dated as of June 1, 2013 among the County, the Hospital Board and Wells Fargo Bank, National Association, as trustee (the "Bond Trustee"), as supplemented by the First Supplement to Indenture of Trust dated June 20, 2013 (the "Indenture"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture.

In consideration of the issuance of the Bonds by the County and the purchase of the Bonds by the beneficial owners thereof, the Hospital Board covenant and agree as follows:

1. **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Hospital Board and the Dissemination Agent, as of the date set forth above, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The Hospital Board represents that the Hospital Board in operating the Hospital will be the only obligated person within the meaning of the Rule (as defined below) with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is presently expected to become so committed at any time after issuance of the Bonds.

2. **DEFINITIONS.** The following terms shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Other terms used but not defined herein shall have the meanings set forth in the Indenture.

"Annual Financial Information" means the annual financial information and operating data described in *Exhibit A*.

"Audited Financial Statements" means the audited consolidated financial statements of the Hospital prepared in accordance with the standards and as described in *Exhibit A*.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means initially Wells Fargo Bank, National Association, or its assigns, or any agent designated as such in writing by the Hospital Board and which has filed with the Hospital Board a written acceptance of such designation, and such agent's successors and assigns.

“*EMMA*” means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Financial Information Disclosure*” means the disclosure of the Annual Financial Information and the Financial Statements pursuant to Section 4 hereof.

“*Financial Statements*” means the Audited Financial Statements and the Quarterly Financial Statements.

“*Indenture*” means the Indenture of Trust dated as of June 1, 2013 among the County, the Hospital Board and the Bond Trustee, as supplemented by the First Supplement to Indenture of Trust dated June 20, 2013, as the same may be further supplemented and amended.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participating Underwriter*” means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

“*Quarterly Financial Statements*” means the unaudited quarterly consolidated financial statements of the Hospital and its affiliates, if any, for each fiscal quarter, prepared in accordance with the standards and as described in *Exhibit A*.

“*Reportable Event*” means the occurrence of any of the events with respect to the Bonds set forth in *Exhibit B*.

“*Reportable Events Disclosure*” means dissemination of a notice of a Reportable Event as set forth in Section 5.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of Wyoming.

“*Undertaking*” means the obligations of the Hospital Board pursuant to Sections 4 and 5 hereof.

3. CUSIP NUMBERS/OFFICIAL STATEMENT. The CUSIP Numbers assigned to the Bonds are set forth in *Exhibit C* hereto. The Hospital Board will include the CUSIP Numbers in all disclosure described in Sections 4 and 5 of this Agreement. The Official Statement relating to the Bonds is dated June 4, 2013.

4. FINANCIAL INFORMATION DISCLOSURE. The Hospital Board shall file, or cause the Dissemination Agent to file, the Financial Information Disclosure (in the forms and by the dates set forth in *Exhibit A*) with EMMA in such manner and format and accompanied by such identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified herein.

MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Hospital Board will disseminate a statement to such effect as part of the Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made pursuant to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made or in any notice or supplement provided to EMMA shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

The Dissemination Agent shall:

- i. determine each year prior to the date for providing the Annual Financial Information the appropriate electronic format prescribed by the MSRB;
- ii. send written notice to the Hospital Board at least 45 days prior to the date the Annual Financial Information is due stating that the Annual Report is due as provided in *Appendix A* hereof; and
- iii. file a report with the Hospital Board certifying that the Annual Financial Information has been provided pursuant to this Agreement, stating the date it was provided and listing all the entities to which it was provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Hospital Board shall file, or cause the Dissemination Agent to file, in a timely manner (not in excess of 10 business days after the occurrence of the Reportable Event), Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to “material” in *Exhibit B* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

Notwithstanding the foregoing, notice of any optional or unscheduled redemption of Bonds or any defeasance of Bonds need not be given under this Agreement any earlier than notice of such redemption or defeasance is given to the Bondholders pursuant to the Indenture.

6. CONSEQUENCE OF FAILURE OF THE HOSPITAL BOARD TO PROVIDE INFORMATION. The Hospital Board shall give notice or cause the Dissemination Agent to give notice, in a timely manner, to EMMA of any failure to provide Financial Information Disclosure when the same is due hereunder. In the event of any such failure, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the Hospital Board to provide such Financial Information Disclosure. Any such failure shall not be deemed to be an event of default under the Indenture, and the sole remedy under this Agreement for such failure shall be an action to compel performance.

7. AMENDMENTS; WAIVER. (i) Notwithstanding any other provision of this Agreement, the Hospital Board and the Dissemination Agent may amend this Agreement and any provisions of this Agreement may be waived, if:

(a) (1) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law or change in the identity, nature or status of any member of the Obligated Group or the type of business conducted or (2) this Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Hospital Board or by the holders of a majority in aggregate principal amount of the Bonds.

(ii) Notwithstanding Sections 4 and 5 hereof, in the event that the Commission or the MSRB or other regulatory authority approves or requires Financial Information Disclosure or Reportable Event Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Hospital Board may, and shall if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Hospital Board and the Dissemination Agent shall be terminated if the Hospital Board no longer has any legal liability for the repayment of the Bonds. The Dissemination Agent shall give notice to EMMA in a timely manner if this Section 8 is applicable.

9. DISSEMINATION AGENT. The present or any future Dissemination Agent may resign at any time upon 30 days’ prior written notice to the Hospital Board. The Hospital Board may remove the present or any future Dissemination Agent upon 30 days’ prior written notice to the Dissemination Agent. Such resignation or removal shall take effect upon the appointment by the Hospital Board of a successor Dissemination Agent or upon the execution by the Hospital Board of a written undertaking in which the Hospital Board agrees to assume all of the obligations of the Dissemination Agent hereunder, but in no event earlier than 30 days after such written notice of resignation or removal has been given. If the Dissemination Agent also serves as the Bond Trustee under the Indenture, the Dissemination Agent may resign or be removed under this Disclosure Agreement without also resigning or being removed as Bond Trustee. The new Dissemination Agent or the Hospital Board, as the case may be, shall forthwith give notice thereof to EMMA in a timely manner.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Hospital Board from disseminating any information in addition to that which is required by this Agreement using the means of disseminating set forth in this Agreement or any other means of communication or from including any information in any Financial Information Disclosure or Reportable Event Disclosure which is in addition to that which is required by this Agreement. If the Hospital Board chooses to include any such additional information in any Financial Information Disclosure or Reportable Event Disclosure, the Hospital Board shall have no

obligation under this Agreement to update such information or to include it in any future Financial Information Disclosure or Reportable Events Disclosure.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Hospital Board, the Dissemination Agent, and the beneficial owners of the Bonds and shall create no rights in any other person or entity.

12. RECORDKEEPING. The Hospital Board shall maintain records of all Financial Information Disclosure and Reportable Event Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. ASSIGNMENT. The Hospital Board shall not withdraw from or transfer its obligations under the Indenture unless a successor or transferee agrees to assume all obligations of the Obligated Parties under this Agreement or to execute an Undertaking under the Rule.

14. JURISDICTION AND VENUE. The rights of the Hospital Board under this Disclosure Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Wyoming. Jurisdiction and venue for any disputes related to this Disclosure Agreement shall be in United States District Court for the District of Wyoming.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Hospital Board and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed in their respective names, all as of the date first above written.

**BOARD OF TRUSTEES, MEMORIAL
HOSPITAL OF SWEETWATER COUNTY,
WYOMING**

By: _____
Chair of the Board of Trustees

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Dissemination Agent**

By: _____
Title:

EXHIBIT A

ANNUAL FINANCIAL INFORMATION AND TIMING; AUDITED FINANCIAL STATEMENTS AND QUARTERLY FINANCIAL STATEMENTS

Capitalized terms used in this Exhibit A have the meanings ascribed thereto in the within Agreement. The following provisions are subject to Section 7(ii) of the Agreement.

All or a portion of the Financial Information Disclosure may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in an official statement, such official statement must be available on EMMA. The Hospital Board shall clearly identify each such item of information included by reference.

PART I: Annual Financial Information

A. Financial, statistical and operating data similar in form and scope to the financial, statistical and operating data included in Appendix A in the tables under the caption "FINANCIAL INFORMATION – Balance Sheets, - Statement of Revenues, Expenses and Changes in Net Assets, - Liquidity, - and Debt Service Coverage, and - Sources of Revenue."

B. Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA on or before 120 days following the close of Hospital's fiscal year (currently June 30).

C. Audited Financial Statements as described in Part II are to be filed at the same time as the Annual Financial Information described in this Part I. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

PART II: Audited Financial Statements

A. The Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States.

B. Date by which Audited Financial Statements will be submitted to EMMA: later of 120 days following the close of the fiscal year (currently June 30), commencing with the fiscal year ending June 30, 2013, or within 30 days after they are available.

PART III: Quarterly Financial Statements

A. The Quarterly Financial Statements will be prepared in accordance with GAAP, except that footnote disclosures required by GAAP may be omitted.

B. Date by which Quarterly Financial Statements will be submitted to EMMA: within 45 days after the end of each of the first three fiscal quarters, commencing with the fiscal quarter ending September 31, 2013.

PART IV: If any change is made to the Annual Financial Information, as permitted by Section 4 of the Agreement, the Hospital Board will disseminate a notice of such change as required by Section 4.

EXHIBIT B

EVENTS FOR WHICH REPORTABLE EVENT DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies with respect to the Bonds;
2. Non-payment related defaults, if material, with respect to the Bonds;
3. Unscheduled draws on debt service reserves securing the Bonds, reflecting financial difficulties;
4. Unscheduled draws on credit enhancements securing the Bonds, reflecting financial difficulties;
5. Substitution of credit or liquidity providers for the Bonds, or their failure to perform;
6. Adverse tax opinions with respect to the Bonds, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to the rights of the Bonds, if material;
8. Bond calls, if material, and tender offers for the Bonds;
9. Defeasances of the Bonds;
10. Release, substitution or sale of property securing repayment of the Bonds, if material;
11. Rating changes with respect to the Bonds;
12. Bankruptcy, insolvency, receivership or similar event;¹
13. The consummation of a merger, consolidation, or acquisition involving the Hospital Board or the sale of all or substantially all of the assets constituting the Hospital, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional Bond Trustee or the change of name of the Bond Trustee, if material.

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

Sally Shoemaker

From: Heather Kammerman <Heather@wyolaw.com>
Sent: Thursday, May 30, 2013 3:11 PM
To: Sally Shoemaker
Subject: Sweetwater County Memorial Hospital
Attachments: COUNTY COMPLIANCE POLICY.pdf; FIRST SUPPLEMENTAL INDENTURE.3.pdf; NEW INDENTURE.2.pdf

Hi Sally,

Attached please find the Indenture, First Supplement, and the Post Issuance Compliance Policies and Procedures for Bonds. These should be the remainder of the documents that you need for the County Commissioners. Please let me know if you need anything else.

Thanks,

Heather L. Kammerman
Freudenthal & Bonds, P.C.
129 East Carlson Street, P.O. Box 387
Cheyenne, WY 82003
Tel: (307) 634-2240
Fax: (307) 634-0336
email: heather@wyolaw.com

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SWEETWATER COUNTY, WYOMING

POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES FOR BONDS

Purpose

The purpose of these written Post-Issuance Compliance Policies and Procedures for Bonds (the "Compliance Policy") is to ensure that Sweetwater County, Wyoming (the "County") will be in compliance with requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied with respect to Bonds (as defined below) prior to, at the time of, and after issuance so that the Bonds, and the interest thereon, will be and will remain qualified for an exclusion from gross income for federal income tax purposes, federal tax credit or subsidy payments, as applicable. All capitalized terms used herein have the meanings ascribed to them below.

Background

Pursuant to the Code, the County has the overall and final responsibility for monitoring the County's compliance with post-issuance federal tax requirements for its Bonds. The County hereby appoints the County Treasurer as its Compliance Officer and delegates to said officer the primary operating responsibility of monitoring the County's compliance with post-issuance federal tax requirements for Bonds.

Policy

1. **Certain Definitions.** The following capitalized terms have the following meanings for purposes of these policies and procedures:

"Bonds" means and includes bonds, notes, certificates of participation, lease purchase agreements and other forms of taxable and tax exempt obligations of the County issued from time to time, that are subject to any provisions of the Code.

"Bond Counsel" means any attorney or firm experienced in the issuance of municipal bonds. Bond Counsel for each series of Bonds shall be identified in the Schedule.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Compliance Check Period" means as of June 30 of each year.

"Compliance Officer" means the County Treasurer or a designee identified in a written certificate of the County Treasurer, or identified in a written certificate executed by the Board of County Commissioners.

"Compliance Policy" means these Post-Issuance Compliance Policies and Procedures for Bonds, as hereafter amended, supplemented or modified.

"County" means Sweetwater County, Wyoming.

"Filing Agent" means a person or firm experienced in making the necessary filings with respect to any tax credit or subsidy to be made in respect of any Bonds.

"IRS" means the Internal Revenue Service.

"Rebate Analyst" means a person or firm experienced in the calculation of arbitrage rebate liability.

"Regulations" means the temporary, proposed or final Income Tax Regulations promulgated by the United States Department of the Treasury and applicable to the Bonds.

"Schedule" means the matrix, table or index of the County's outstanding Bonds prepared, maintained and updated by the Compliance Officer from time to time.

"Tax Certificate" means, in connection with each issuance of Bonds, a certificate, agreement or equivalent document delivered by the County for the purpose of establishing the reasonable expectations of the County as to the amount and use of the proceeds of the Bonds.

"Taxable Bond" means any bonds the interest on which is included in gross income under Section 103(a) of the Code.

"Tax-Exempt Bond" means any bonds the interest on which is excludable from gross income under Section 103(a) of the Code. Tax-Exempt Bond includes an interest in a regulated investment company to the extent that at least 95% of the income to the holder of the interest is excludable from gross income under Section 103(a) of the Code.

"Trustee" means a national banking association, duly organized and existing under and by virtue of the laws of the United States of America, as identified in the documents relating to each issuance of the Bonds. The term "Trustee" also includes any other entity which holds proceeds of Bonds on behalf of the County.

2. Arbitrage Yield Restriction and Rebate Requirements. The Compliance Officer shall maintain or cause to be maintained records of the following:

- (a) Purchases and sales of investments made with proceeds of the Bonds (including amounts treated as "gross proceeds" of bonds under Section 148 of the Code) and receipts of earnings on those investments;
- (b) Expenditures of proceeds of the Bonds (including investment earnings) for the governmental purposes of the Bonds, such as for the costs of acquiring, constructing, improving and/or renovating property and facilities;
- (c) If appropriate in connection with any issuance of Bonds, information showing the County's eligibility as a "small issuer" for arbitrage rebate purposes. Such eligibility will include the County's determination that the County did not reasonably expect to issue more than the applicable aggregate principal amount of bonds prescribed by the Code and regulations in the calendar year in which the eligible bonds are issued;
- (d) Calculations that will be sufficient to demonstrate to the IRS in the event of an audit of any Bonds that, where applicable, the County has complied with

an available spending exception to the arbitrage rebate requirement in respect to such Bonds;

- (e) Calculations sufficient to demonstrate to the IRS in the event of an audit of any Bonds for which no exception to the arbitrage rebate requirements was applicable, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of such Bonds was calculated and timely paid with the appropriate IRS form timely filed with the IRS;
- (f) Information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher-yielding investments except with the written approval by Bond Counsel; and
- (g) Any records the County may reasonably obtain relating to the prices at which bonds may trade after their initial offering but prior to their delivery or issue date.

3. Retention of Records. The Compliance Officer shall maintain, or cause to be maintained, all records (written or pictorial records may be in electronic form) relating to the requirements of the Code and the representations, certifications and covenants set forth in the County's Tax Certificate for an issuance of Bonds until three years after the last of such Bonds have been retired, unless otherwise permitted or required by future IRS regulations or other guidance. If any Bonds are refunded (the "Refunding Obligations"), the County covenants to maintain or cause to be maintained all records required to be retained by this paragraph until the later of the date three years after the last outstanding Bonds have been retired or the date three years after the last Refunding Obligations have been retired. The records that must be retained include, but are not limited to:

- (a) The official transcript of proceedings for the original issuance of the Bonds, containing all basic records and documents relating to the Bonds and, if applicable, the Refunding Obligations relating to any series of Bonds;
- (b) Documentation evidencing the expenditure of Bond proceeds (including purchase contracts, construction contracts, progress payments, invoices, cancelled checks, payment of bond issuance costs and records of "allocations" of Bond proceeds to reimburse the County for project expenditures made before the Bonds were issued together with any record evidencing the official intent of the County to reimburse itself from Bond proceeds);
- (c) Documentation evidencing the use of the project(s) financed with the proceeds of Bonds by public and private sources (i.e., copies of invoices, payment requests, management contracts, research agreements, leases, etc.);
- (d) Documentation evidencing all sources of payment or security for the Bonds;

- (e) Documentation pertaining to any investment of Bond proceeds (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations);
- (f) Information, records and calculations showing that, with respect to each Bond issue, that the County was eligible for the "small issuer" exception or one of the spending exceptions to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that Bond issue was calculated and timely paid with the appropriate IRS form timely filed with the IRS, as described in Paragraph 2 above;
- (g) Any records relating to the assignment or allocation of volume cap to any tax credit or subsidy bonds and any elections made with respect thereto; and
- (h) Records, if any, relating to monitoring secondary market trading activity for any of the Bonds.

The basic purpose of the foregoing record retention policy is to enable the County to readily demonstrate to the IRS, in connection with any audit or inquiry concerning the Bonds, full compliance with all federal tax requirements that must be satisfied so that interest on those Bonds continues to be qualified for an exclusion from gross income for federal income tax purposes or for tax credit or subsidy payment purposes under the Code.

The County hereby acknowledges its responsibility to maintain such records. The County also hereby directs the Compliance Officer to update the Schedule each Compliance Frequency Period to ensure that it reflects all Bond issues outstanding from time to time.

4. Restrictions on Private Business Use and Private Loans; Remedial Actions. The County understands that there are restrictions on private business use of assets financed with Bond proceeds and restrictions on the use of Bond proceeds to make or finance any loan to any person other than a state or local government unit. The Compliance Officer shall consult Bond Counsel in the event private business use or private loans are contemplated. Examples of potential private use events include, but are not limited to, sales of bond financed facilities, leases with respect to bond financed facilities and management contracts with respect to bond financed facilities. The Compliance Officer shall also consult with Bond Counsel to determine whether any remedial actions pursuant to Regulations Section 1.141-12 must be taken in order to prevent such private business use or private loans from jeopardizing the tax exempt status of the Bonds.

5. Redemption from Unexpended Proceeds. The County understands that with respect to certain obligations (e.g., Build America Bonds) there is a requirement that if all of the proceeds are not expended for the qualified purpose by the end of an expenditure period (typically, three years), then a portion of the outstanding obligations (the "Nonqualified Bonds") must be retired shortly after the end of such expenditure period. On the Schedule, the Compliance Officer will note any obligations of the County which are subject to this early redemption requirement. With respect to such obligations, the Compliance Officer will monitor the expenditure of the proceeds during the expenditure period and will ensure that any unexpended proceeds are used to retire a portion of such obligations, either directly by the County, or in the case of proceeds held by a Trustee on behalf of

the County, by that Trustee. The Compliance Officer shall consult Bond Counsel to assist the County in determining the appropriate amount of Nonqualified Bonds.

6. Education Policy With Respect to Requirements for Bonds. The Compliance Officer and each designee, if any, will be provided with education and training on federal tax requirements applicable to Bonds, as needed. The County recognizes that such education and training is vital as a means of helping to ensure that the County remains in compliance with all requirements applicable to the Bonds. The Compliance Officer and any designees will be provided the time to attend and participate in educational and training programs with respect to federal tax requirements, securities requirements and disclosure requirements related to bonds, and will be reimbursed for reasonable expenses incurred with respect to attendance at such events.

7. Retention of Rebate Analysts, Filing Agents or Other Professionals. The County may retain for particular transactions one or more Rebate Analysts, Filing Agents or other professionals for the purpose of filing any necessary forms to obtain refundable tax credits. A Rebate Analyst may also be retained or engaged at the outset of a transaction to advise the County with respect to the transaction structure that will allow the County to take advantage of any available exceptions to the arbitrage rebate rule.

The County acknowledges that arbitrage rebate payments, if due, are to be made to the United States of America at the end of each and every fifth bond year during which a series of Bonds is outstanding and upon the final maturity of each series of Bonds. The County hereby directs the Compliance Officer to review, from time to time, the tax compliance certificates and agreements executed and delivered for outstanding Bonds to determine the specific deadlines for calculating and submitting arbitrage rebate payments.

8. Periodic Review. The Compliance Officer will perform the tasks described in this Compliance Policy each Compliance Check Period. In addition, the Compliance Officer shall cause this Compliance Policy to be reviewed at least annually by Bond Counsel to ensure conformity with current Regulations, and will amend this Compliance Policy from time to time, as necessary.

9. Policy Document. This adopted Compliance Policy of the County shall apply on an ongoing basis to Bonds issued by the County from and after adoption. The County reserves the right to waive or deviate from this Compliance Policy where necessary to comply with state or federal law, or as required by special circumstances. However, the County shall not waive or deviate from this Compliance Policy, if such waiver or deviation shall cause the County to fail to comply with the legal requirements imposed upon the County. This Compliance Policy shall be reviewed regularly by Bond Counsel retained by the County from time to time to ensure conformity with current Regulations.

June 4, 2013

SWEETWATER COUNTY, WYOMING

Chairman, Board of County Commissioners

ATTESTED:

County Clerk

OUTSTANDING BONDS SCHEDULE

Bond Issue	Issue Date	Bond Counsel
\$ _____ Hospital Revenue Refunding Bonds, Series 2013A	June 20, 2013	Freudenthal & Bonds, P.C., Cheyenne, WY (Telephone: 307-634-2240; Fax: 307-634-0336; Email: barbara@wyolaw.com)
\$16,145,000 Hospital Revenue Bond, Series 2013B	June 20, 2013	Freudenthal & Bonds, P.C., Cheyenne, WY (Telephone: 307-634-2240; Fax: 307-634-0336; Email: barbara@wyolaw.com)

SWEETWATER COUNTY, WYOMING
AND
BOARD OF TRUSTEES OF MEMORIAL HOSPITAL
OF SWEETWATER COUNTY
TO
WELLS FARGO BANK, NATIONAL ASSOCIATION
AS TRUSTEE

FIRST SUPPLEMENT TO
INDENTURE OF TRUST DATED AS OF JUNE 1, 2013
Dated as of June 20, 2013

Securing

\$ _____
Sweetwater County, Wyoming
Hospital Revenue Refunding Bonds
(Memorial Hospital Project)
Series 2013A

and

\$16,145,000
Sweetwater County, Wyoming
Hospital Revenue Bond
(Memorial Hospital Project)
Series 2013B

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FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO INDENTURE OF TRUST, dated as of June 20, 2013 (this "First Supplement"), by and among **SWEETWATER COUNTY, WYOMING** (the "County"), duly organized and existing as a county under the laws and constitution of the State of Wyoming (the "State"), the **BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF SWEETWATER COUNTY** (the "Hospital Board"), a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to the provisions of Title 18, Chapter 8, Article 1, Wyo. Stat., and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, duly organized and existing under the laws of the United States of America, having offices in Denver, Colorado, as trustee under that certain Trust Indenture (defined below), as amended and supplemented hereby (the "2013 Indenture Trustee").

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the County, the Hospital Board and the 2013 Indenture Trustee agree as follows:

All terms used as defined in the Trust Indenture are used with the same meaning herein (including the use thereof in the recitals and granting clauses hereof) unless expressly given a different meaning herein or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings there given to the same unless the context clearly otherwise requires.

WHEREAS, the County currently has outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006B (the "Series 2006B Bonds") and Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008 (the "Series 2008 Bonds"); and

WHEREAS, the Series 2006B Bonds and the Series 2008 Bonds were issued pursuant to an Indenture of Trust, dated as of September 28, 2006, as amended and supplemented (the "2006 Indenture"), by and between the County, the Hospital Board and Wells Fargo Bank, National Association, as trustee (the "2006 Indenture Trustee"), for the purpose of providing funds to finance extensive renovation and reconstruction of the County's public county memorial hospital commonly known as "Memorial Hospital of Sweetwater County" (the "Hospital" or the "Facilities"), located in Rock Springs, Wyoming; and

WHEREAS, the Hospital Board has determined that it is in the best interests of the County to currently refund the outstanding Series 2006B Bonds and Series 2008 Bonds (hereinafter being collectively referred to as the "Refunded Bonds") for the purpose of saving interest costs and effecting other economies (the "Refunding Project"); and

WHEREAS, the Hospital Board is currently in the process of constructing a medical office building adjacent to the Hospital, which will become a part of the Facilities (the "Improvement Project"); and

WHEREAS, the County, the Hospital Board and the Trustee have heretofore entered into an Indenture of Trust, dated as of June 1, 2013 (the "Trust Indenture"), providing for the issuance of Bonds (as defined in the Trust Indenture) to finance Projects (as also defined in the Trust Indenture); and

WHEREAS, the Hospital Board has requested that the County issue Bonds to finance the Refunding Project and the Improvement Project; and

WHEREAS, pursuant to the provisions of this First Supplement (which together with the Trust Indenture shall hereinafter be collectively referred to as the "2013 Indenture"), (i) the County shall issue its \$ _____ aggregate principal amount of Bonds designated as Sweetwater County, Wyoming, Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A (the "Series 2013A Bonds") for the purpose of financing the Refunding Project; and (ii) the County shall issue one \$16,145,000 Bond designated as Sweetwater County, Wyoming, Hospital Revenue Bond (Memorial Hospital Project), Series 2013B (the "Series 2013B Bond") for the purpose of financing the Improvement Project (hereinafter the Series 2013A Bonds and the Series 2013B Bond being sometimes collectively referred to as the "Series 2013 Bonds"); and

WHEREAS, the execution and delivery of this First Supplement and the issuance of the Series 2013 Bonds have been in all respects duly and validly authorized by resolutions duly adopted by the County and the Hospital Board; and all acts, proceedings and things necessary and required by law to make said Series 2013 Bonds, when executed by the County and authenticated by the 2013 Indenture Trustee, the valid and binding legal obligations of the County, and to constitute and make this First Supplement valid and effective, have been done, taken and performed, and the issuance, execution and delivery of said Series 2013 Bonds and the execution and delivery of this First Supplement have in all respects been duly authorized by the County, the Hospital Board and the 2013 Trustee; and

WHEREAS, the Series 2013 Bonds and the 2013 Indenture Trustee's authentication certificates are to be substantially in the following forms, with such necessary or appropriate variations, omissions, and insertions as permitted or required by the 2013 Indenture:

* * * * *

(FORM OF SERIES 2013A BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the County or its agent for registration of transfer, exchange or payment, and any Bond issued registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered Holder hereof, Cede & Co., has an interest herein.

For as long as the Bonds are in book-entry form, the notice, tender and delivery procedures of DTC, or any other Securities Depository to which the Bonds are transferred, shall be applicable. Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book-entry at DTC, the requirements of the 2013 Indenture of holding, delivering, surrendering or transferring Bonds shall be deemed modified to require the appropriate Person to meet the requirements of DTC as to registering, holding, surrendering or transferring the book-entry to produce the same effect.

No. R- _____ \$ _____

SWEETWATER COUNTY, WYOMING
HOSPITAL REVENUE REFUNDING BONDS
(MEMORIAL HOSPITAL PROJECT)
SERIES 2013A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL DATED DATE</u>	<u>CUSIP</u>
_____ %	_____	June 20, 2013	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The County of Sweetwater in the State of Wyoming (the "County" and "State", respectively), for value received, hereby promises to pay, solely from the special funds provided therefor as hereinafter set forth, to the Registered Owner specified above, or registered assigns, on the Maturity Date specified above (or earlier as hereinafter provided), the Principal Amount specified above, and interest thereon at the Interest Rate per annum specified above, payable semiannually on March 1 and September 1 in each year (the "Interest Payment Dates"), commencing on September 1, 2013. Principal of this Series 2013A Bond is payable to the Registered Owner hereof in lawful money of the United States of America upon maturity or prior redemption hereof and upon presentation and surrender hereof at the principal corporate trust operations center of Wells Fargo Bank, National Association, as trustee (the "2013 Indenture Trustee" or the "Trustee") under an Indenture of Trust dated as of June 1, 2013, as supplemented by that certain First Supplement to Indenture of Trust dated as of June 20, 2013 (collectively, the "2013 Indenture" or the "Indenture") by and between the County, the Board of Trustees of Memorial Hospital of Sweetwater County (the "Hospital Board") and the Trustee. Interest on this Bond is payable on each Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the next succeeding Business Day), by check or draft of the Trustee to be mailed to the person in whose name this Bond is registered in the registration records of the County maintained by the Trustee, and at the address appearing thereon, at the close of

business on the fifteenth (15th) day of the calendar month (whether or not a Business Day) next preceding the Interest Payment Date (the "Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof at the close of business on the Record Date and shall be payable to the person who is the Registered Owner hereof at the close of business on a Special Record Date, as provided in the Indenture, for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be mailed to the Registered Owners of the Bonds not less than 10 days prior to such Special Record Date. Alternative means of payment of interest may be used if mutually agreed to between the Registered Owner of any Bond and the Trustee as provided in the Indenture.

REFERENCE IS MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security under the 2013 Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name upon its behalf with the manual signature of the Chairman of the Board of County Commissioners and to be countersigned with the manual signature of the County Treasurer; has caused the seal of the County to be affixed hereon; and has caused this Bond to be attested by the manual signature of the County Clerk as of the 20th day of June, 2013.

SWEETWATER COUNTY, WYOMING

By: _____
Chairman, Board of County Commissioners

Countersigned:

By: _____
County Treasurer

(S E A L)

Attested:

By: _____
County Clerk

(Form of Trustee's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2013A Bonds of the issue described in the within mentioned 2013 Indenture. Appended hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bonds, is on file with the undersigned.

**Date of Registration
and Authentication:**

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Trustee**

Authorized Officer

**** (Form of Prepayment Panel)**

The following installments of principal (or portions thereof) of this Series 2013A Bond have been prepaid by the County, in accordance with the terms of the 2013 Indenture authorizing the issuance of this Bond.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of Form of Prepayment Panel)**

ADDITIONAL PROVISIONS

This Series 2013A Bond is issued under and equally and ratably secured by the 2013 Indenture for the purpose of (i) refunding the County's outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006 and outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008 (the "Refunding Project"); (ii) making a deposit to the Series 2013A Debt Service Reserve Fund in the amount of the Series 2013A Debt Service Reserve Fund Requirement (as defined in the Indenture); and (iii) paying Costs of Issuance (as also defined in the Indenture). This Bond is issued pursuant to the provisions of Article 4, Chapter 2, Title 35, Wyo. Stat. (the "Act") and such recital shall conclusively impart full compliance with all of the provisions thereof, and this Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value. It is hereby recited, certified, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation. In accordance with the Act, the Hospital Board has requested that the County issue the Series 2013A Bonds for the Refunding Project. Under the Indenture, the Hospital Board has represented that it will take all action permitted by law to satisfy the obligations of the County under the Indenture.

THE SERIES 2013A BONDS SHALL NOT CONSTITUTE A DEBT OR AN INDEBTEDNESS OF THE COUNTY OR THE HOSPITAL BOARD WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION; THE SERIES 2013A BONDS SHALL NOT BE PAYABLE FROM THE PROCEEDS OF GENERAL PROPERTY TAXES; AND THE SERIES 2013A BONDS SHALL NOT BE CONSIDERED OR HELD TO BE GENERAL OBLIGATIONS OF THE COUNTY OR THE HOSPITAL BOARD. THE SERIES 2013A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE COUNTY AND THE HOSPITAL BOARD PAYABLE AND COLLECTIBLE SOLELY OUT OF AND SECURED BY AN IRREVOCABLE PLEDGE OF NET PLEDGED REVENUES (AS HEREINAFTER DEFINED) DERIVED FROM THE OPERATION AND USE OF THE FACILITIES (AS DEFINED IN THE 2013 INDENTURE), WHICH REVENUES ARE SO PLEDGED; AND THE OWNER HEREOF MAY NOT LOOK TO ANY GENERAL OR OTHER FUND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF THIS BOND EXCEPT THE SPECIAL FUNDS PLEDGED THEREFOR.

Payment of the Series 2013A Bonds and other Bonds (defined in the 2013 Indenture) issued pursuant to the Indenture shall be made solely from, and as security for such payment there are irrevocably (but not exclusively) pledged, pursuant to the Indenture, two special funds identified as the "Debt Service Fund" and the "Debt Service Reserve Fund" into which funds the County and the Hospital Board covenant to pay, respectively, from the revenues derived from the Facilities (the "Adjusted Revenues of the Hospital"), and after provision is made only for the payment of all necessary and reasonable expenses of the operation and maintenance of the Facilities (such remaining revenues less any ad valorem tax and any Specific Purpose Sales and Use Tax receipts being the "Net Pledged Revenues"), sums sufficient to pay when due the Bonds and any Additional Bonds (hereinafter defined) hereafter issued and payable from the Net Pledged Revenues and to create and to maintain a reasonable and specified reserve for such purpose.

The Series 2013A Bonds are equally and ratably secured by a lien on the Net Pledged Revenues and constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon such Net Pledged Revenues. Additional Bonds, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon on a parity with the lien of the Bonds (herein, "Additional Bonds"), in accordance with the provisions of the Indenture. (The Series 2013A Bonds and any Additional Bonds are collectively referred to herein as the "Bonds".)

Reference is made to the 2013 Indenture and any and all supplements thereto for an additional description of the nature and extent of the security for the Bonds, the funds or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities and obligations of the County and the Hospital Board and other rights and remedies of the Holders of the Bonds.

Optional Redemption. The Series 2013A Bonds maturing on September 1, 2024, or thereafter, are subject to redemption prior to their respective stated maturities, at the option of the County, at the direction of the Hospital Board, in whole or in part on any date, on or after September 1, 2023 (in such maturities as are designated by the County, at the direction of the Hospital Board, or, if the County, at the direction of the Hospital Board, fails to designate such maturities, in inverse order of maturity and by lot within a maturity), upon at least forty-five (45) days prior written notice to the Trustee, from money deposited in the Debt Service Fund or from any other source of available funds, at a redemption price equal to the principal amount of the Series 2013A Bonds to be redeemed plus accrued interest to the redemption date, without premium. The County, at the direction of the Hospital Board, may rescind an optional redemption of Series 2013A Bonds as to which notice has been given as aforesaid by giving notice of the rescission to the Trustee five Business Days (as defined in the Indenture) prior to the optional redemption date.

Redemption Upon Occurrence of Certain Events. This Series 2013A Bond is also subject to redemption prior to maturity upon the occurrence of certain events as provided in Section 401(b) of the Indenture. To the extent that this Series 2013A Bond is redeemed under Section 401(b) of the Indenture, such redemptions shall be governed by the applicable provisions of ARTICLE IV of the Indenture.

Mandatory Sinking Fund Redemption of the Series 2013A Bonds. The Series 2013A Bonds maturing on September 1 in the years 2030 and 2037 are subject to redemption prior to their respective stated maturities in part (by lot) from mandatory sinking fund payments in accordance with the following schedules, in the amounts set forth below, at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium:

Series 2013A Term Bonds Maturing September 1, 2030

<u>Redemption Date</u> <u>([September 1])</u>	<u>Sinking Fund</u> <u>Principal Amount</u>
2027	\$ _____
2028	_____
2029	_____
2030*	_____

*Stated Maturity.

Series 2013A Term Bonds Maturing September 1, 2037

<u>Redemption Date (September 1)</u>	<u>Sinking Fund Principal Amount</u>
2031	\$ _____
2032	_____
2033	_____
2034	_____
2035	_____
2036	_____
2037*	_____

*Stated Maturity.

At the option of the County, at the direction of the Hospital Board, to be exercised by delivery of a written certificate to the Trustee not less than forty-five (45) days next preceding any sinking fund redemption date, it may (i) deliver to the Trustee for cancellation Bonds maturing on September 1 in the years 2030 and 2037, in aggregate principal amounts desired by the County, at the direction of the Hospital Board, or (ii) specify principal amounts of Bonds maturing on September 1 in the years 2030 and 2037, which prior to said date have been redeemed (otherwise than through the operation of mandatory sinking fund redemption) and cancelled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation for such series. Each Bond maturing on September 1 in the years 2030 and 2037 so delivered or previously redeemed shall be credited by the Trustee at 100 percent of the principal amount thereof against the obligation of the County on such mandatory sinking fund redemption date and any excess over such amount shall be credited against future mandatory sinking fund redemption obligations for such series in chronological order, unless otherwise directed by the County, at the direction of the Hospital Board. In the event the County and the Hospital Board shall avail themselves of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds.

The Bonds shall be redeemed only in integral multiples of \$5,000. In the event a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$5,000.

Notice of prior redemption shall be given by mailing a copy of the redemption notice, not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner of this Bond at the address shown on the registration books maintained by or on behalf of the County by the Trustee, in the manner set forth in the authorizing Indenture. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Bonds shall not be transferable or exchangeable, except as set forth in the Indenture.

Reference is made to the Indenture and any and all supplements thereto for an additional description of the nature and extent of the security for the Bonds, the funds or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities and obligations of the County, the Hospital Board and the Trustee, and other rights and remedies of the Holders of the Bonds.

The Bonds are issuable only as fully registered Bonds in Authorized Denominations of \$5,000 and integral multiples thereof. Bonds may be exchanged for an equal aggregate principal amount of fully registered Bonds of the same series and maturity of other Authorized Denominations, but only in the manner, subject to the limitations and conditions, and upon payment of the charges provided in the Indenture.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit, or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the supplement thereof and the modification of the rights and obligations of the County, the Hospital Board and the rights of the Trustee and the owners of the Bonds, with the consent of the Holders of not less than a majority of the Bonds Outstanding, as provided in the Indenture. The Indenture also contains provisions permitting the Trustee, without notice to or consent of any Holders of the Bonds, to enter into certain supplemental indentures (including supplemental indentures providing for the issuance of Additional Bonds), and to waive certain events of default under the Indenture and their consequences.

Any consent or waiver by the owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond whether or not notation of such consent or waiver is made upon this Bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation.

It is also certified, recited and warranted that this Bond and each of the other Series 2013A Bonds are issued under the authority of the Act; pursuant to Wyo. Stat. §35-2-425, this recital shall conclusively impart full compliance with all of the provisions of the Act, and that all of the Series 2013A Bonds issued are incontestable for any cause whatsoever after their delivery for value.

No recourse shall be had for the payment of this Bond or for any claim based hereon or otherwise upon the Indenture or other instrument relating thereto, against any individual member of the Board of County Commissioners or the Hospital Board or any officer or other agent of the County or the Hospital Board, past, present or future, either directly or indirectly through such Board of County Commissioners, the Hospital Board or the County, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

*Insert only if Bonds are not delivered pursuant to Section 213 of the Indenture.

**Insert only if Bonds are initially delivered to The Depository Trust Company pursuant to Section 213 of the Indenture.

*(Form of Assignment for Bonds)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

SOCIAL SECURITY OR FEDERAL EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____,
attorney, to transfer said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment must correspond with the
name of the Registered Owner as it appears upon the face of the
within Bond in every particular, without alteration or enlargement or
any change whatever.

Signature guarantee:

(Bank, Trust Company or Firm)

(End of Form of Assignment for Bonds)*

(FORM OF SERIES 2013B BOND)

THIS BOND WAS ISSUED AND DELIVERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR OTHER SECURITIES LAWS, IN RELIANCE UPON THE AVAILABILITY OF AN APPROPRIATE EXEMPTION FROM ANY REGISTRATION OTHERWISE REQUIRED AND THE REPRESENTATION OF THE REGISTERED OWNER THAT THE BOND WAS BEING ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE.

No. R-001

\$16,145,000

**UNITED STATES OF AMERICA
SWEETWATER COUNTY, WYOMING
HOSPITAL REVENUE BOND
(MEMORIAL HOSPITAL PROJECT)
SERIES 2013B**

The County of Sweetwater, State of Wyoming (the "County"), a body corporate duly organized and operating under the constitution and laws of the State of Wyoming, for value received, hereby promises to pay to the order of Key Government Finance, Inc., 1000 S. McCaslin Blvd., Superior, CO 80027, Tax ID: 20-0259892 (the "Holder"), or its assign, from the source and in the manner hereinafter provided, the principal sum of up to SIXTEEN MILLION ONE HUNDRED FORTY-FIVE THOUSAND AND 00/100 U.S. DOLLARS (\$16,145,000), or so much thereof as remains unpaid from time to time (the "Principal Balance"), together with interest thereon from the date hereof (computed on the basis of a 360-day year of twelve 30-day months) to the Final Maturity Date (September 1, 2022), at the applicable Interest Rate as provided in the First Supplement to Indenture of Trust dated as of June 20, 2013 (the "First Supplement"), which supplements the Trust Indenture (defined below). Interest on this Bond shall be paid in quarterly installments (December 1, March 1, June 1 and September 1) commencing September 1, 2013 and continuing through and including the Maturity Date. Principal of this Bond shall be paid in yearly installments, as provided below, commencing September 1, 2013, and continuing on the first day of September each year through and including the final Maturity Date:

<u>Date</u>	<u>Principal Payment</u>
September 1, 2013	\$ 820,000
September 1, 2014	1,435,000
September 1, 2015	1,490,000
September 1, 2016	1,550,000
September 1, 2017	1,615,000
September 1, 2018	1,680,000
September 1, 2019	1,745,000
September 1, 2020	1,860,000
September 1, 2021	1,935,000
September 1, 2022	2,015,000

Payments shall be applied first to interest due on the Principal Balance and thereafter to reduction of the Principal Balance. The principal installments of this Bond and premium, if any, and interest thereon are payable in lawful money of the United States of America to the Holder by Wells Fargo Bank, National Association, or its successor, as trustee (the "2013 Indenture Trustee" or the "Trustee") under an Indenture of Trust dated as of June 1, 2013 (the "Trust Indenture"), as supplemented by the First Supplement (collectively, the 2013 Indenture" or the "Indenture"), by and

among the County, the Board of Trustees of Memorial Hospital of Sweetwater County (the "Hospital Board" and the Trustee. The final principal installment of and final interest on this Bond are payable in lawful money of the United States of America to the Holder upon presentation to the corporate trust operations center of the Trustee. **THIS BOND IS ALSO SUBJECT TO MANDATORY PURCHASE ON MAY 1, 2020, AS PROVIDED IN THE FIRST SUPPLEMENT.**

REFERENCE IS HEREBY MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name, upon its behalf, with the manual signature of the Chairman of the Board of County Commissioners and to be countersigned with the manual signature of the County Treasurer; has caused the seal of the County to be affixed hereon; and has caused this Bond to be attested by the manual signature of the County Clerk as of the 20th day of June, 2013.

SWEETWATER COUNTY, WYOMING

By: _____
Chairman, Board of County Commissioners

Countersigned:

By: _____
County Treasurer

(S E A L)

Attested:

By: _____
County Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2013B Bond described in the within mentioned Indenture. Appended hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bond, is on file with the undersigned.

**Date of Registration
and Authentication:**

**WELLS FARGO BANK,
NATIONAL ASSOCIATION
as Trustee**

Authorized Officer

ADDITIONAL PROVISIONS

This Series 2013B Bond is issued under and equally and ratably secured by the Indenture for the purpose of (i) paying the costs of the Improvement Project (as defined in the First Supplement) and (ii) paying Costs of Issuance (also as defined in the First Supplement). This Bond is issued pursuant to the provisions of Article 4, Chapter 2, Title 35, Wyo. Stat. (the "Act") and such recital shall conclusively impart full compliance with all of the provisions thereof, and this Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value. It is hereby recited, certified, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation. In accordance with the Act, the Hospital Board has requested that the County issue the Series 2013B Bond for the Improvement Project. Under the Indenture, the Hospital Board has represented that it will take all action permitted by law to satisfy the obligations of the County under the Indenture.

THE SERIES 2013B BOND SHALL NOT CONSTITUTE A DEBT OR AN INDEBTEDNESS OF THE COUNTY OR THE HOSPITAL BOARD WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION; THE SERIES 2013B BOND SHALL NOT BE PAYABLE FROM THE PROCEEDS OF GENERAL PROPERTY TAXES; AND THE SERIES 2013B BOND SHALL NOT BE CONSIDERED OR HELD TO BE A GENERAL OBLIGATION OF THE COUNTY OR THE HOSPITAL BOARD. THE SERIES 2013B BOND IS A SPECIAL, LIMITED OBLIGATION OF THE COUNTY AND THE HOSPITAL BOARD PAYABLE AND COLLECTIBLE SOLELY OUT OF AND SECURED BY AN IRREVOCABLE PLEDGE OF NET PLEDGED REVENUES (AS HEREINAFTER DEFINED) DERIVED FROM THE OPERATION AND USE OF THE FACILITIES (AS DEFINED IN THE INDENTURE), WHICH REVENUES ARE SO PLEDGED; AND THE HOLDER HEREOF MAY NOT LOOK TO ANY GENERAL OR OTHER FUND FOR THE PAYMENT OF PRINCIPAL AND INTEREST OF THIS BOND EXCEPT THE SPECIAL FUND PLEDGED THEREFOR.

Payment of the Series 2013B Bond and other Bonds (defined in the Indenture) issued pursuant to the Indenture shall be made solely from, and as security for such payment there is irrevocably (but not exclusively) pledged, pursuant to the Indenture, one special fund identified as the "Debt Service Fund" into which fund the County and the Hospital Board covenant to pay, respectively, from the revenues derived from the Facilities (the "Adjusted Revenues of the Hospital"), and after provision is made only for the payment of all necessary and reasonable expenses of the operation and maintenance of the Facilities (such remaining revenues less any ad valorem tax and any Specific Purpose Sales and Use Tax receipts being the "Net Pledged Revenues"), sums sufficient to pay when due the Bond and any Additional Bonds (as defined in the Indenture) hereafter issued and payable from the Net Pledged Revenues.

The Series 2013B Bond is equally and ratably secured by a lien on the Net Pledged Revenues, and constitutes an irrevocable and first lien (but not necessarily an exclusive first lien) upon such Net Pledged Revenues. The County's Series 2013A Bonds defined in the Indenture) and any Additional Bonds (as defined in the Indenture) issued under the Indenture and made payable from the Net Pledged Revenues have and will have a lien on a parity with the lien of the Series 2013B Bond, in accordance with the provisions of the Indenture.

Reference is made to the 2013 Indenture and any and all supplements thereto for an additional description of the nature and extent of the security for the Bonds, the funds or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Holders

of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities and obligations of the District and other rights and remedies of the Holders of the Bonds.

Redemption Provisions

Optional Redemption. This Series 2013B Bond shall not be redeemed optionally except as follows:

(a) The County, at the direction of the Hospital Board, has the option to prepay up to twenty percent (20%) of the Principal Balance of this Series 2013B Bond, at a price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, without penalty or premium, on any Principal Payment Date (as defined in the First Supplement), upon 60 days advance written notice to Holder.

(b) Beginning on March 1, 2016, the County, at the direction of the Hospital Board, has the option to prepay the Principal Balance of this Series 2013B Bond, at a price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, without penalty or premium, on any Principal Payment Date, upon 60 days advance written notice to Holder.

Redemption Upon Occurrence of Certain Events. This Series 2013B Bond is also subject to redemption prior to maturity upon the occurrence of certain events as provided in Section 401(b) of the Indenture. To the extent that this Series 2013B Bond is redeemed under Section 401(b) of the Indenture, such redemptions shall be governed by the applicable provisions of ARTICLE IV of the Indenture.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit, or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the supplement thereof and the modification of the rights and obligations of the County, the Hospital Board and the rights of the Trustee and the owners of the Bonds, with the consent of the Holders of not less than a majority of the Bonds Outstanding, as provided in the Indenture. The Indenture also contains provisions permitting the Trustee, without notice to or consent of any Holders of the Bonds, to enter into certain supplemental indentures (including supplemental indentures providing for the issuance of Additional Bonds), and to waive certain events of default under the Indenture and their consequences.

Any consent or waiver by the owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond whether or not notation of such consent or waiver is made upon this Bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation.

It is also certified, recited and warranted that this Bond is issued under the authority of the Act; pursuant to Wyo. Stat. §35-2-425, this recital shall conclusively impart full compliance with all

of the provisions of the Act, and that this Series 2013B Bond issued is incontestable for any cause whatsoever after its delivery for value.

No recourse shall be had for the payment of this Bond or for any claim based hereon or otherwise upon the Indenture or other instrument relating thereto, against any individual member of the Board of County Commissioners or the Hospital Board or any officer or other agent of the County or the Hospital Board, past, present or future, either directly or indirectly through such Board of County Commissioners, the Hospital Board or the County, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

SOCIAL SECURITY OR FEDERAL EMPLOYER IDENTIFICATION NUMBER OF ASSIGNEE

(Name and Address of Assignee.)

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guarantee:

(Bank, Trust Company or Firm)

NOW, THEREFORE, THIS FIRST SUPPLEMENT TO INDENTURE WITNESSETH:

ARTICLE XI

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1101. Supplemental Indenture. This First Supplement is supplemental to the Trust Indenture and is adopted as a Supplemental Indenture in accordance with Section 202 of the Trust Indenture.

Section 1102. Definitions. (a) All terms which are defined in Section 101 of the Trust Indenture and which are not otherwise defined herein shall have the same meanings in this First Supplement as such terms are given in said Section 101.

(b) In addition, as used in this First Supplement, unless the context shall otherwise require, the following terms shall have the following meanings with respect to the Series 2013A Bonds only:

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Series 2013 Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"Continuing Disclosure Agreement," when used with respect to the Series 2013A Bonds, means that certain Continuing Disclosure Agreement executed by the County, the Hospital Board and the 2013 Indenture Trustee, dated the date of issuance and delivery of the Series 2013 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance," when used with respect to the Series 2013A Bonds, means, but is not limited to the following: (i) all fees and charges relating to the authorization, issuance, sale and delivery of the Series 2013A Bonds, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, (ii) initial fees and charges of the Trustee, (iii) legal fees and charges, fees and disbursements of consultants and professionals, (vi) rating agency fees, (v) fees and charges for preparation, execution, transportation and safekeeping of the Series 2013A Bonds and (v) any other cost, charge or fee incurred or to be incurred by or on behalf of the County and the Hospital Board in connection with the issuance of the Series 2013A Bonds.

"Costs of Issuance Fund" means that certain account established with the Trustee into which shall be deposited \$ _____ from the proceeds of the Series 2013A Bonds to pay Costs of Issuance incurred with respect to the issuance of the Series 2013A Bonds.

"Federal Securities" means noncallable bills, certificates of indebtedness, notes, bonds, or similar obligations which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

"Interest Payment Date" or "Interest Payment Dates," as it relates to the Series 2013A Bonds, means each March 1 and September 1, commencing September 1, 2013 and continuing through the Stated Maturity of the Series 2013A Bonds (September 1, 2037) or such earlier date as the Series 2013A Bonds are no longer Outstanding.

"Prior Redemption Date," as it relates to the Refunded Bonds only, means _____, 2013.

“Project Costs,” as it relates to the Series 2013A Bonds, means the sum total of all reasonable or necessary costs incidental to the Refunding Project, including the Costs of Issuance.

“Record Date” means the 15th day of the calendar month immediately preceding each Interest Payment Date.

“Refunded Bonds” means the County’s Series 2006B Bonds and Series 2008 Bonds.

“Refunding Project” has the meaning ascribed to such term in the recitals of this First Supplement.

“Series 2006B Bonds” means the County’s “Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006” dated September 28, 2006.

“Series 2008 Bonds” means the County’s “Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008,” dated April 24, 2008.

“Series 2013 Bonds” or **“Initial Bonds”** means the Series 2013A Bonds and the Series 2013B Bond.

“Series 2013A Bonds” means the “Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A” to be authenticated and delivered under Section 1201 hereof.

“Series 2013A Debt Service Reserve Fund” means the Debt Service Reserve Fund established pursuant to Section 1301.1 hereof for the Series 2013A Bonds.

“Series 2013A Debt Service Reserve Fund Requirement” means an amount equal to the lesser of (i) 10% of the principal amount of the Series 2013A Bonds, (ii) the Maximum Annual Debt Service Requirements on the Series 2013A Bonds, or (iii) 125% of the average Annual Debt Service Requirements on the Series 2013A Bonds, which amount shall, as of any date of calculation, be \$_____, which is the [Maximum Annual Debt Service Requirements] on the Series 2013A Bonds.

“Series 2013B Bond” means the “Hospital Revenue Bond (Memorial Hospital Project), Series 2013B” to be authenticated and delivered under Section 1301.1 hereof.

“Tax Certificate” means the Tax Certificate and Agreement executed by the County and the Hospital Board in connection with the initial issuance and delivery of the Series 2013 Bonds, as from time to time modified pursuant to its terms.

“2006 Indenture Trustee” means Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America.

“2013 Indenture Trustee” means Wells Fargo Bank, National Association, a national banking corporation duly organized and existing under the laws of the United States of America, as trustee with respect to the Series 2013 Bonds.

“Underwriter” means Wells Fargo Bank, National Association.

(c) In addition, as used in this First Supplement, unless the context shall otherwise require, the following terms shall have the following meanings with respect to the Series 2013B Bond only:

"Applicable Factor" means 67.0%.

"Applicable Spread" means 135 basis points.

"Bond Documents" means, collectively, the Trust Indenture, as supplemented by this First Supplement, the Series 2013B Bond, the Continuing Covenant Agreement, the Continuing Disclosure Agreement, and the Tax Certificate.

"Bond Proceeds" means the net proceeds of the Series 2013B Bond available for Advances to the County and the Hospital Board.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Series 2013B Bond or the use of proceeds thereof, unless the context clearly requires otherwise,

"Computation Date" means, initially (with respect to interest accruing from the Issue Date to the next occurring Reset Date), (a) the second London Business Day preceding the Issue Date and thereafter, means (b) the second London Business Day preceding each Reset Date.

"Continuing Covenant Agreement" means the Continuing Covenant Agreement dated as of June __, 2013, by and among the County, the Hospital Board and the Lender, as the same may be amended from time to time.

"Costs of Issuance," when used with respect to the Series 2013B Bond, means, but is not limited to the following: (i) all fees and charges relating to the authorization, issuance, sale and delivery of the Series 2013B Bond, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, (ii) initial fees and charges of the Trustee, (iii) legal fees and charges, fees and disbursements of consultants and professionals, (vi) fees and charges for preparation, execution, transportation and safekeeping of the Series 2013B Bond and (v) any other cost, charge or fee incurred or to be incurred by or on behalf of the County and the Hospital Board in connection with the issuance of the Series 2013B Bond.

"Costs of Issuance Fund" means that certain account established with the Trustee into which shall be deposited \$ _____ from the proceeds of the Series 2013B Bond to pay Costs of Issuance incurred with respect to the issuance of the Series 2013B Bond.

"Default Rate" has the meaning ascribed to such term in Section 1302.8 hereof.

"Determination of Taxability" means (a) the issuance of a 30 day letter, a revenue agent's report or a statutory notice of deficiency by the Internal Revenue Service, or a decision of a court of competent jurisdiction or the receipt by the Lender of an opinion of an attorney or firm of attorneys nationally recognized as bond counsel which asserts, holds or provides in effect that interest on the Series 2013B Bond is includable in the gross income of the Lender for federal income tax purposes, (b) the failure of the Lender to receive, within 30 days after the Lender's written request, an opinion of an attorney or firm of attorneys nationally recognized as bond counsel to the effect that the interest payments under the Series 2013B Bond are excludable from gross income for federal income tax purposes, or (c) the assessment by the Internal Revenue Service, pursuant to a statutory notice of deficiency, of a tax based on the assertion that the Series 2013B Bond is a specified private activity bond described in Section 57(a)(5)(C) of the Code.

"Escrow Account" means that certain account created and held by the County Treasurer pursuant to an Escrow Agreement, dated as of June 20, 2013, by and among the County, the Hospital Board, the County Treasurer and the Trustee (the "Escrow Agreement"), into which Specific Purpose

Sales and Use Tax collections are deposited, invested and transferred to the Trustee, on behalf of the County and the Hospital Board, in such amounts and at such times as are necessary to make payments to the Revenue Account established under the Indenture.

"Estimated Annual Debt Service Requirements," as calculated for each Fiscal Year, means the sum of the principal and interest due on the Series 2013B Bond in that Fiscal Year, where the interest is calculated assuming that the rate of interest on the Series 2013B Bond is as provided under (a) or (b) below, as applicable:

(a) If, on the date calculated, no Event of Default has occurred and is continuing, the assumed rate of interest on the Series 2013B Bond shall be a rate per annum equal to the sum of the average Interest Rate borne by the Series 2013B Bond during the immediately preceding Fiscal Year plus 135 basis points.

(b) If, on the date calculated, an Event of Default has occurred and is continuing, the assumed rate of interest on the Series 2013B Bond shall be a rate per annum equal to the Default Rate.

"Event of Default" means any of the events specified in Section 601 of the Trust Indenture.

"Facilities" has the meaning ascribed to such term in the Trust Indenture.

"Final Maturity Date" means, with respect to the Series 2013B Bond, September 1, 2022.

"Gross-Up Rate" means the rate determined by dividing the Interest Rate in effect from time to time by the difference between one and the maximum federal marginal corporate income tax rate then in effect expressed as a decimal.

"Improvement Project" has the meaning ascribed to such term in the recitals of this First Supplement.

"Interest Payment Date" or **"Interest Payment Dates"** as it relates to the Series 2013B Bond, means March 1, June 1, September 1 and December 1, commencing September 1, 2013 and continuing through and including the Final Maturity Date of the Series 2013B Bond, or such earlier date as the Series 2013B Bond is no longer Outstanding.

"Interest Rate" has the meaning ascribed to such term in Section 1302.3 hereof.

"Issue Date" means the date on which the Series 2013B Bond is delivered to the Lender upon original issuance.

"Lender" means (a) Key Government Finance, Inc., in its capacity as the initial Holder of the Series 2013B Bond and (b) upon any transfer of the Series 2013B Bond, the term "Lender" as used herein shall mean the then-current Holder(s) of the Series 2013B Bond.

"LIBOR Index" means the rate obtained by dividing (a) the 90- day interest period London Interbank Offered Rate (as applicable) as fixed by the British Bankers Association for United States dollar deposits in London Interbank Eurodollar Market at approximately 11:00 a.m., London, England time (or as soon thereafter as practicable) as determined by the Lender from any broker, quoting service or commonly available source utilized by the Lender on each Computation Date for effect on the next succeeding Reset Date by (b) a percentage equal to one hundred percent (100%) minus the stated maximum rate of all reserves required to be maintained against "Eurocurrency Liabilities" as specified in Regulation D (or against any other category of liabilities which includes deposits by reference to which the interest rate on a "LIBOR Loan" or "LIBOR Loans" is determined or any category of extensions of credit or assets which includes loans by a non United States office of the

Lender to United States residents) on such date by any member of the Federal Reserve System. If such rate is no longer available, the Lender will choose a new index which is based upon comparable information and will give the County and the Hospital Board notice of such new index. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

"London Business Day" means any Business Day on which commercial banks are open for business in LIBOR transactions in London, England.

"Mandatory Purchase Date" means May 1, 2020.

"Maximum Rate" has the meaning ascribed to such term in Section 1302.8 hereof

"Principal Balance" means, as of any relevant date, the original principal amount of the Series 2013B Bond less any redemptions of the Series 2013B Bond.

"Principal Payment Date" or **"Principal Payment Dates"** means, in relation to the Series 2013B Bond, September 1, 2013 and continuing on the first day of September each year through and including the Final Maturity Date, or such earlier date as the Series 2013B Bond is no longer Outstanding.

"Project Costs," as it relates to the Series 2013B Bond, means the sum total of all reasonable or necessary costs incidental to the Improvement Project, including the Costs of Issuance.

"Project Fund" has the meaning ascribed to such term in the Trust Indenture.

"Purchase Price" has the meaning ascribed to such term in the Indenture.

"Rate" means, as of any date, the rate of interest then borne by the Series 2013B Bond, being the Interest Rate or the Default Rate, as applicable.

"Record Date" means the 15th day of the calendar month immediately preceding each Payment Date.

"Reset Date" means, initially, (a) the Issue Date and, thereafter, means (b) the first Business Day of each March, June, September and December.

"Series 2013 Bonds" or **"Initial Bonds"** means the Series 2013A Bonds and the Series 2013B Bond.

"Tax Certificate" means the Tax Certificate and Agreement executed by the County and the Hospital Board in connection with the initial issuance and delivery of the Series 2013 Bonds, as from time to time modified pursuant to its terms.

"2013 Indenture Trustee" means Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee with respect to the Series 2013 Bonds.

ARTICLE XII

AUTHORIZATION AND TERMS OF SERIES 2013A BONDS

Section 1201. Authorization. Pursuant to and subject to the terms, conditions and limitations established in the 2013 Indenture, including this First Supplement, the County shall issue its "Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A," in the aggregate principal amount of \$ _____ (the "Series 2013A Bonds), for the purpose, in the form and upon the terms set forth in this First Supplement. Such Bonds shall be issued only in fully registered form, and shall be issued initially in book-entry form. The Bonds shall be issued in the denomination of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any Stated Maturity and no individual Bond will be issued for more than one Stated Maturity). The Bonds shall be numbered from 1 upward, with such other designations as determined by the Trustee.

The Bonds shall be dated as of the date of delivery thereof and shall bear interest from their dated date until payment of principal has been made or provided for, payable on each March 1 and September 1, commencing September 1, 2013, except that Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on September 1, in the years, at the interest rates and in the principal amounts as follows:

<u>Interest Rates</u> <u>(Per Annum)</u>	<u>Amounts Maturing</u>	<u>Payment Dates</u> <u>(December 1)</u>
_____%	\$ _____	2023
_____	_____	2024
_____	_____	2025
_____	_____	2030
_____	_____	2037

Section 1202. Series 2013A Bonds Redemption Provisions.

Optional Redemption of the Series 2013A Bonds. The Series 2013A Bonds maturing on September 1, 2024, or thereafter, are subject to redemption prior to their respective stated maturities, at the option of the County, at the direction of the Hospital Board, in whole or in part on any date, on or after September 1, 2023 (in such maturities as are designated by the County, at the direction of the Hospital Board, or, if the County, at the direction of the Hospital Board, fails to designate such maturities, in inverse order of maturity and by lot within a maturity), upon at least forty-five (45) days prior written notice to the Trustee, from money deposited in the Debt Service Fund or from any other source of available funds, at a redemption price equal to the principal amount of the Series 2013A Bonds to be redeemed plus accrued interest to the redemption date, without premium. The County, at the direction of the Hospital Board, may rescind an optional redemption of Series 2013A Bonds as to which notice has been given as aforesaid by giving notice of the rescission to the Trustee five Business Days (as defined in the Indenture) prior to the optional redemption date.

Redemption Upon Occurrence of Certain Events. The Series 2013A Bonds are also subject to redemption prior to maturity upon the occurrence of certain events as provided in Section 401(b) of the Indenture. To the extent that this Series 2013A Bond is redeemed under Section 401(b) of the Indenture, such redemptions shall be governed by the applicable provisions of ARTICLE IV of the Indenture.

Mandatory Sinking Fund Redemption of the Series 2013A Bonds. The Series 2013A Bonds maturing on September 1 in the years 2030 and 2037 are subject to redemption prior to their

respective stated maturities in part (by lot) from mandatory sinking fund payments in accordance with the following schedules, in the amounts set forth below, at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium:

Series 2013A Term Bonds Maturing September 1, 2030

<u>Redemption Date</u> <u>(September 1)</u>	<u>Sinking Fund</u> <u>Principal Amount</u>
2027	\$ _____
2028	_____
2029	_____
2030*	_____

Series 2013A Term Bonds Maturing September 1, 2037

<u>Redemption Date</u> <u>(September 1)</u>	<u>Sinking Fund</u> <u>Principal Amount</u>
2031	\$ _____
2032	_____
2033	_____
2034	_____
2035	_____
2036	_____
2037*	_____

*Stated Maturity.

At the option of the County, at the direction of the Hospital Board, to be exercised by delivery of a written certificate to the Trustee not less than forty-five (45) days next preceding any sinking fund redemption date, it may (i) deliver to the Trustee for cancellation Bonds maturing on September 1 in the years 2030 and 2037, in aggregate principal amounts desired by the County, at the direction of the Hospital Board, or (ii) specify principal amounts of Bonds maturing on September 1 in the years 2030 and 2037, which prior to said date have been redeemed (otherwise than through the operation of mandatory sinking fund redemption) and cancelled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation for such series. Each Bond maturing on September 1 in the years 2030 and 2037 so delivered or previously redeemed shall be credited by the Trustee at 100 percent of the principal amount thereof against the obligation of the County on such mandatory sinking fund redemption date and any excess over such amount shall be credited against future mandatory sinking fund redemption obligations for such series in chronological order, unless otherwise directed by the County, at the direction of the Hospital Board. In the event the County and the Hospital Board shall avail themselves of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds.

Notice of prior redemption shall be given by mailing a copy of the redemption notice, not less than sixty (60) days prior to the date fixed for redemption, to the Holder of this Bond at the address shown on the registration books maintained by or on behalf of the County by the Trustee, in the manner set forth in the Trust Indenture. All principal installments so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Section 1203. Application of Series 2013A Bond Proceeds. The proceeds of sale of the Series 2013A Bonds, as soon as practicable upon the delivery of such Bonds by the Trustee

pursuant to the 2013 Indenture, shall be applied as set forth in a Direction of the County and the Hospital Board delivered to the Trustee upon delivery of the Series 2013A Bonds. Applications shall include deposits to the following Funds and Accounts:

- (a) Deposit of the Series 2013A Debt Service Reserve Fund Requirement to the Series 2013A Debt Service Reserve Fund, which was created pursuant to Section 305 of the Trust Indenture.
- (b) Deposit of moneys as provided in Section 1204 hereof;
- (c) Deposit of moneys as provided by Section 1205 hereof.

Section 1204. Costs of Issuance Fund. (a) There is hereby created by the County and the Hospital Board and established with the Trustee the special fund designated "Costs of Issuance Fund." The money deposited in the Costs of Issuance Fund shall not be invested and shall be held in trust and applied solely as provided in this Section.

(b) The Trustee shall deposit to the credit of the Costs of Issuance Fund the sums of \$_____ from the proceeds of the Series 2013A Bonds and \$_____ from the proceeds of the Series 2013B Bond, as specified in the order of the County and the Hospital Board.

(c) The Trustee shall disburse amounts in the Costs of Issuance Fund to pay the Costs of Issuance associated with the Series 2013A Bonds and the Series 2013B Bond following receipt of and in accordance with a Request in substantially the form set forth in EXHIBIT B attached hereto and by this specific reference made a part hereof.

(d) Any funds remaining in the Costs of Issuance Fund after payment of all Costs of Issuance shall be transferred to the Debt Service Fund.

Section 1205. Establishment of the Refunded 2006 Indenture Bonds Defeasance Account and Refunded 2006 Indenture Bonds Redemption Account; Deposits Therein.

(a) There is hereby directed to be created and established with the 2006 Indenture Trustee, an account in the Debt Service Fund designated the "Refunded 2006 Indenture Bonds Defeasance Account" (the "Defeasance Account"), to be held in the custody of the 2006 Indenture Trustee as a trust fund separate and apart from all other funds of the County, the Hospital Board or the 2006 Indenture Trustee, and the 2006 Indenture Trustee shall accept, set aside and deposit into the Defeasance Account amounts set forth in paragraph (b) of this Section, exclusively for the purpose of providing for the payments as provided in Section 1207 hereafter. The Defeasance Account shall hold no other moneys.

(b) There shall be deposited into such Defeasance Account, in accordance with and in the amounts set forth in an Officer's Certificate dated as of the date of delivery of the Series 2013A Bonds, (i) Series 2013A Bond proceeds, and (ii) moneys from the 2006 Indenture in amounts equal to the redemption price due on the Refunded Bonds on the Prior Redemption Date. The 2006 Indenture Trustee shall provide a certificate certifying the amount that needs to be deposited therein. The 2006 Indenture Trustee shall also hold the moneys in the Defeasance Account in cash exclusively for the purpose of providing for the payments as provided in Section 1207 hereafter.

(c) There is hereby directed to be created and established with the 2006 Indenture Trustee, an account in the Debt Service Fund designated the "Refunded 2006 Indenture Bonds Redemption Account" (the "Redemption Account"), to be held in the custody of the 2006 Indenture Trustee as a trust fund separate and apart from all other funds of the County, the Hospital Board or the 2006

Indenture Trustee, and the 2006 Indenture Trustee shall draw, set aside and deposit into the Redemption Account amounts set forth in sub paragraph (d) of this Section, exclusively for the purpose of providing for the payments as provided in Section 1207(b) hereafter. The Redemption Account shall hold no other moneys. Moneys in the Redemption Account shall constitute "Eligible Moneys" under the 2006 Indenture. Pursuant to the provisions of the 2006 Indenture, redemption of the Refunded Bonds requires the consent of the Credit Enhancer (as defined in the 2006 Indenture) and use of Eligible Moneys.

(d) On or before noon (Cleveland, Ohio time), on the Business Day preceding the Prior Redemption Date, the 2006 Indenture Trustee shall draw on the Credit Facility for the Refunded Bonds (as defined in the 2006 Indenture) the amount necessary to pay principal and interest on the Refunded Bonds on the Prior Redemption Date. These funds shall be deposited into the Redemption Account.

Section. 1206. Notice of Defeasance, Refunding, Call and Redemption. The 2006 Indenture Trustee shall cause to be given notice of refunding, call and redemption for the Refunded Bonds as follows:

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Bonds to be redeemed, at his last address appearing in the Bond Register. In addition, notice of redemption shall be sent by certified or registered mail, return receipt requested, or by overnight delivery service contemporaneously with such mailing: (1) to any Holder of \$1,000,000 or more in principal amount of Bonds and (2) to one or more information services of national recognition that disseminate redemption information with respect to municipal bonds. Notice of redemption also shall be sent by first-class mail, postage prepaid, to any Bonds depository registered as such pursuant to the Securities Exchange Act of 1934, as amended, that is a Holder of Bonds to be redeemed so that it is received at least two days prior to the date notice is mailed to Holders generally. An additional notice of redemption shall be given by first class mail, postage prepaid, mailed not less than 60 nor more than 90 days after the redemption date to any Holder of Bonds selected for redemption that has not surrendered the Bonds called for redemption, at his last address appearing in the Bond Register.

The form of said notice shall be substantially as set forth and hereto attached as EXHIBIT A attached hereto, which is incorporated herein by this specific reference.

Section 1207. Application of Amounts in the 2006 Indenture Bonds Redemption Account and the 2006 Indenture Bonds Defeasance Account.

(a) The 2006 Indenture Trustee is hereby irrevocably instructed to use the funds in the Defeasance Account to reimburse the Credit Enhancer for the draw on the Credit Facility on _____, 2013.

(b) The 2006 Indenture Trustee is hereby irrevocably instructed to use the funds in the Redemption Account to pay the redemption price of the Refunded Bonds on the Prior Redemption Date.

(c) Any moneys remaining in the 2006 Indenture Bonds Defeasance Account or Redemption Account after making the payments required by subsections (a) and (b) above shall be distributed as provided in the Tax Certificate.

(d) After completion of all acts required by (a), (b) and (c) above, but in any event before

the close of business on _____, 2013, the 2006 Indenture Trustee shall file UCC-3 termination statements with respect to the 2006 Indenture at the office of the Secretary of State of the State of Wyoming.

Section 1208. Tax Status. The Series 2013A Bonds are hereby designated as Tax-Exempt Bonds. The County and the Hospital Board shall comply with the provisions of the 2013 Indenture and the Tax Certificate relating to the tax status of interest on the Series 2013A Bonds.

Section 1209. Book-Entry System. The Series 2013A Bonds shall be delivered initially in the form of a single certificated fully registered Bond for each maturity of such Bonds. Upon such delivery, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company. Thereafter, except as provided in Section 213 of the 2013 Indenture, all Outstanding Series 2013A Bonds shall be registered in the name of the Securities Depository or its nominee and shall be governed by Section 213 of the 2013 Indenture.

Section 1210. Additional Covenant. As long as the Series 2013A Bonds remain Outstanding, the County and the Hospital Board covenant:

Unrestricted Days Cash on Hand - there will be maintained an amount of Unrestricted Days Cash on Hand of no less than 75 days. This covenant shall be tested annually on June 30, commencing June 30, 2013.

ARTICLE XIII

AUTHORIZATION AND TERMS OF SERIES 2013B BOND

Authorization, Form, Use of Proceeds and Advance of Proceeds

Section 1301.1. Authorization. Pursuant to and subject to the terms, conditions and limitations established in the Trust Indenture, as supplemented by this First Supplement, the County, shall issue its "Hospital Revenue Bond (Memorial Hospital Project), Series 2013B" (the "Series 2013B Bond), to be dated as of the date of delivery thereof, consisting of one bond, numbered R-001, in the principal amount of \$16,145,000, for the purpose, in the form, and upon the terms set forth in this First Supplement. The Lender shall purchase the Bond for the par amount thereof on the Issue Date.

Section 1301.2. Certificated Bond. The Series 2013B Bond will be issued as a physical certificate in the form set forth in this First Supplement. The provisions of Section 213 of the Trust Indenture shall not apply.

Section 1301.3. Registration; Authentication; Delivery. The Series 2013B Bond will be registered, authenticated and delivered pursuant to the terms of Sections 205 and 207 of the Trust Indenture.

Section 1301.4. Use of Series 2013B Bond Proceeds. Proceeds of the Series 2013B Bond shall be used solely for Project Costs for the Improvement Project. The Trustee shall deposit the proceeds of the Series 2013B Bond, as specified in a Direction of the County and the Hospital Board, in the Costs of Issuance Fund established pursuant to Section 1204 of this First Supplement and in the Project Fund established pursuant to Section 301 of the Indenture. Expenditures from the Costs of Issuance Fund shall be made as provided in Section 1204 herein.

Section 1301.5. Tax Status. The Series 2013B Bond is hereby designated as a Tax-Exempt Bond. The County and the Hospital Board shall comply with the provisions of the 2013 Indenture and the Tax Certificate relating to the tax status of interest on the Series 2013B Bond.

Interest Rates

Section 1302.1. Interest in General. The Series 2013B Bond shall bear interest as provided herein from the Issue Date to the date of payment in full of the Series 2013B Bond. Interest accrued on the Series 2013B Bond shall be paid on each Interest Payment Date commencing September 1, 2013. The Interest Rate on the Series 2013B Bond will be determined as provided in this ARTICLE XIII.

Section 1302.2. Interest Calculation. All interest hereunder shall be calculated on the basis of a 360-day year of twelve 30-day months. Interest not paid when due hereunder shall compound on each Payment Date until fully paid.

Section 13.02.3. Interest Rate. So long as no Event of Default has occurred and is continuing under the Trust Indenture, the Principal Balance of the Series 2013B Bond shall bear interest at a rate per annum (the "Interest Rate") established on each Computation Date equal to the sum of (a) the Applicable Spread *plus* (b) the product of (i) the LIBOR Index multiplied by (ii) the Applicable Factor. Such Interest Rate, when calculated, shall be rounded upward to the fifth decimal place.

Section 1302.4. Computation Date; Reset Date. The Lender shall determine the LIBOR Index Rate on each Computation Date and calculate the corresponding Interest Rate. Such Interest Rate shall become effective on the Reset Date next succeeding such Computation Date. Interest on the Principal Balance shall accrue each day at such Interest Rate commencing on and including the applicable Reset Date (being the first day of such interest period) through (and including) the day immediately preceding the next occurring Reset Date (being the last day of such interest period).

Section 1302.5. Notice of Interest Rate. Promptly following the determination of any new Interest Rate, the Lender shall give notice of such Interest Rate to the Trustee, the County and the Hospital Board.

Section 1302.6. Interest Rate Determination Conclusive. The determination of each Interest Rate, and its calculation of the amount of interest due for any period by the Lender shall be conclusive and binding upon the County, the Hospital Board and the Trustee.

Section 1302.7. No Liability. In determining the Interest Rate that the Series 2013B Bond shall bear from time to time as provided in this ARTICLE, the Lender shall have no liability to the County, the Hospital Board or the Trustee except for its gross negligence or willful misconduct.

Section 1302.8. Default Rate. Notwithstanding the foregoing provisions of this Article XIII, upon the occurrence and continuation of an Event of Default, from and after the effective date of such Event of Default, the Series 2013B Bond shall bear interest at a rate (the "Default Rate") equal to the lesser of the maximum rate permitted by law and 18.00% per annum until such time as such Event of Default is cured to the satisfaction of the Lender.

Section 1302.9. Late Charges. Any payment due under the Series 2013B Bond and not paid within 10 days of the due date thereof shall, to the extent permissible by law, bear a late charge equal to the lesser of \$.05 per dollar of the delinquent amount or the lawful maximum and the County and the Hospital Board shall be obligated to pay the same immediately upon receipt of the Lender's written invoice therefor.

Redemption and Mandatory Purchase Provisions

Section 1303.1. *Optional Redemption.* The Series 2013B Bond shall not be redeemed optionally except as follows:

(a) The County, at the direction of the Hospital Board, has the option to prepay up to twenty percent (20%) of the Principal Balance of this Series 2013B Bond, at a price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, without penalty or premium, on any Principal Payment Date (as defined in the First Supplement), upon 60 days advance written notice to Holder.

(b) Beginning on March 1, 2016, the County, at the direction of the Hospital Board, has the option to prepay the Principal Balance of this Series 2013B Bond, at a price equal to the principal amount so redeemed plus accrued interest thereon to the date of redemption, without penalty or premium, on any Principal Payment Date, upon 60 days advance written notice to Holder.

Section 1303.2. *Redemption Upon Occurrence of Certain Events.* The Series 2013B Bond is also subject to redemption prior to maturity upon the occurrence of certain events as provided in Section 401(b) of the Trust Indenture. To the extent that the Series 2013B Bond is redeemed under Section 401(b) of the Trust Indenture, such redemptions shall be governed by the applicable provisions of ARTICLE IV of the Trust Indenture.

Section 1303.3. *Notice of Redemption.* Notice of prior redemption under subsection 1303.1 above shall be given to the Trustee, with a copy to the Lender, in writing (which may include electronic communication) not later than 60 days prior to the date of redemption and shall specify the date of such redemption. Principal so called for redemption will cease to bear interest after the specified redemption date, provided funds for its redemption are on deposit with the Trustee on such date.

Section 1303.4. *Mandatory Purchase.* The Series 2013B Bond is subject to mandatory purchase by the County and the Hospital Board on the Mandatory Purchase Date at a purchase price equal to the outstanding Principal Balance of the Series 2013B Bond, all accrued interest thereon and all other amounts due under the Indenture with respect to the Series 2013B Bond; *provided, however*, that the Lender may, in its sole discretion, provide written notice to the County and the Hospital Board not later than April 1, 2020 that the Lender has determined to retain the Series 2013B Bond, only in which case the County and the Hospital Board shall have no obligation to, and will not, purchase the Series 2013B Bond.

Additional Covenants and Representations

Section 1304.1. *Financial Reporting.*

(a) The Hospital Board agrees that it will have the books and records, including operating statistics, relating to the Improvement Project and the other Facilities audited annually by an Accountant as soon as practicable after the close of each Fiscal Year, and shall furnish within 120 days after the end of each Fiscal Year to the Lender a copy of the audit report.

(b) The Hospital Board shall also provide the Trustee, with a copy to the Lender, of the following: (i) copies of its annual budgets within 30 days of the beginning of each Fiscal Year; (ii) within 45 days of the end of each fiscal quarter, internal management-prepared quarterly financial statements, including Utilization Statistics, including patient days, outpatient visits, inpatient discharges, number of admissions, average length of stay, number

of inpatient and outpatient surgeries, ER visits, long term care patient days, observation discharges, number of deliveries and number of urgent care visits;(iii) within 45 days of the end of each fiscal quarter, a copy of the statement or other writing issued by the Sweetwater County Treasurer indicating the amount of special purpose excise tax revenue remaining for receipt by the Hospital pursuant to the voted authorization approved by Sweetwater County's electorate at the election held in Sweetwater County on November 6, 2012; and (iv) other financial reports as Lender may reasonably request.

Section 1304.2. Financial Covenants.

Any amendment, modification and/or waiver of the financial covenants contained in the Indenture will require the written consent of the Lender.

The County will not issue any additional bonds under the Series 2006 Indenture.

Section 1304.3. Taxability.

Upon the occurrence of a Determination of Taxability, the County and the Hospital Board shall, upon the Lender's direction, immediately upon demand of the Lender, make a payment to the Lender, determined by the Lender (which determination shall be conclusive absent manifest error), in the amount necessary to compensate the Lender for any costs incurred in connection with such Determination of Taxability (including without limitation, compensation relating to interest expense, penalties or additions to tax and state or local income taxes) and to supplement any prior payments of interest made under the Series 2013B Bond which have been determined to be includible in gross income for federal income tax purposes to the Gross-Up Rate and, with respect to future interest payments, begin making payments of interest under the Series 2013B Bond calculated at the Gross-Up Rate.

Section 1304.4. Notice of Default. The County and the Hospital Board shall notify the Trustee in writing, with a copy to the Lender, of the occurrence of a monetary default of any obligation of the County or the Hospital Board. The County and the Hospital Board will promptly cure such default and will provide any additional information requested by the Lender with respect to such default and the action it is taking for the cure thereof.

Section 1304.5. Maintenance of State Licensing. The County and the Hospital Board shall do all things necessary and appropriate to ensure that the Facilities are properly licensed by the State of Wyoming to continue to conduct the nature and kind of business that is presently being conducted at the Facilities as of the date hereof.

Section 1304.6. Appointment of Successor Trustee. The County shall not appoint a replacement Trustee under Section 709 of the Trust Indenture without the Lender's prior approval of such replacement.

Miscellaneous

Section 1305.1. Amendments. No modification or amendment of the Indenture or the First Supplement shall be entered into without the prior written consent of the Lender.

Section 1305.2. Additional Rights. The Lender shall be deemed to be a Credit Enhancer and shall have all of the rights of a Credit Enhancer under the Indenture. The Trustee shall provide to Lender all reports and certificates provided to the Trustee under the Indenture or this First Supplement.

Section 1305.3. Continuing Covenant Agreement. The County and the Hospital Board agree to fully and timely comply with the terms of the Continuing Covenant Agreement. Any event of default under the Continuing Covenant Agreement shall constitute an Event of Default under the Indenture and with respect to the Series 2013B Bond. To the extent of a conflict between the terms of this First Supplement and the Continuing Covenant Agreement, the terms of the Continuing Covenant Agreement shall control.

Section 1305.4. Notices. Notice shall be given to the County, the Hospital Board and the Trustee as provided in Section 1007 of the Trust Indenture. Notice to the Lender hereunder shall be given in the manner set forth in Section 1007 of the Trust Indenture to the following addresses:

Key Government Finance Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027
Telephone: (720) 304-1028
Facsimile: (866) 840-3016
lisa.a.peterson@key.com

With a copy to:

Wells Fargo Securities
1675 Broadway, Suite 2700
Denver, CO 80202
Attention: Will Douglas
Telephone: 303.893.5908
Facsimile: 303.893.9313
Will.douglas@wellsfargo.com

Section 1305.5. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity the Trustee will ask for documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 1305.6. Electronic Signatures. The parties agree that the electronic signature of a party to this First Supplement shall be as valid as an original signature of such party and shall be effective to bind such party to this First Supplement. The parties agree that any electronically signed document (including this First Supplement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 1305.7. Third Party Beneficiaries. To the extent the Lender is determined not to be a direct beneficiary under this First Supplement and the Trust Indenture, the Lender shall be a direct and express third party beneficiary in interest under this First Supplement and the Trust Indenture.

**PART II
CONFIRMATION OF INDENTURE**

As supplemented by this First Supplement, the Trust Indenture is in all respects ratified and confirmed and the Trust Indenture and this First Supplement shall otherwise be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the Trust Indenture shall apply and remain in full force and effect with respect to this First Supplement and to the Series 2013 Bonds under the Trust Indenture, and all property, franchises and income described in the granting clauses of the Trust Indenture.

IN WITNESS WHEREOF, the County and the Hospital Board have caused this First Supplement to be executed in their respective corporate names, and to be attested by their duly authorized officials, and the Trustee, to evidence the trusts hereby created and in compliance with Section 801 of the Trust Indenture, has caused this First Supplement to be executed in its name and behalf, and has caused this First Supplement to be attested, by its duly authorized officers, all in multiple counterparts, each of which shall be deemed an original, and the County, the Hospital Board and the Trustee have caused this First Supplement to be dated as of June 20, 2013.

(S E A L)

SWEETWATER COUNTY, WYOMING

By: _____
Chairman, Board of County Commissioners

ATTESTED:

By: _____
County Clerk

[Counterpart Signature Page to First Supplement]

(S E A L)

**BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF SWEETWATER COUNTY**

By: _____
President

ATTESTED:

By: _____
Secretary

[Counterpart Signature Page to First Supplement]

(S E A L)

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

ATTESTED:

By: _____
Vice President

EXHIBIT A

FORM OF NOTICE OF REDEMPTION

NOTICE OF REFUNDING, CALL AND PRIOR REDEMPTION
FOR BONDS OF
SWEETWATER COUNTY, WYOMING

SWEETWATER COUNTY, WYOMING, at the request of the Board of Trustees of Memorial Hospital of Sweetwater County, intends to refund and call for redemption in advance of their stated maturities, on the date set forth below (the "Prior Redemption Date") and at the following price, its Outstanding Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2006B, dated September 28, 2006 and Variable Rate Hospital Revenue Bonds (Memorial Hospital Project), Series 2008, dated April 24, 2008 (collectively, the "Refunded Bonds"), in the aggregate principal amounts and maturing as follows:

<u>Bond Issue</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Prior Redemption Date and Price</u>
Series 2006B	\$ _____	87048P AA3	V/R	___/___/2013, at par
Series 2008	_____	87048P AC9	V/R	plus accrued interest

NOTICE IS HEREBY GIVEN to the owners of the above-referenced Refunded Bonds that said Refunded Bonds are called for redemption prior to their maturity and will be redeemed on _____, 2013. Redemption will be made by payment of the principal amount of each such Bond plus accrued interest to the date of redemption. FROM AND AFTER _____, 2013, INTEREST ON THE REFUNDED BONDS WILL CEASE TO ACCRUE.

On _____, 2013, the Prior Redemption Date, the Refunded Bonds will become due and payable at the corporate trust operations center of Wells Fargo Bank, National Association, and are to be surrendered for payment to the following:

<u>Air Courier</u>	<u>Registered/Certified Mail</u>	<u>In Person</u>
Wells Fargo Bank, N.A. Corporate Trust Operations N9303-121 6th & Marquette Avenue Minneapolis, MN 55479	Wells Fargo Bank, N.A. Corporate Trust Operations P.O. Box 1517 Minneapolis, MN 55480-1517	Wells Fargo Bank, N.A. Northstar East Building 608 2nd Ave., So., 12th Floor Minneapolis, MN

Registered or certified insured mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please inform the customer service representative of the CUSIP number of the affected Refunded Bonds. Customer Service 1-800-344-5128.

THIS NOTICE GIVEN BY ORDER of the Board of County Commissioners of Sweetwater County, Wyoming, and the BOARD OF TRUSTEES OF Memorial Hospital of Sweetwater, as of the ___ day of June, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

/s/ Ethel M. Vick
Authorized Signatory

*The CUSIP number is included solely for the convenience of the Owners. Neither the Paying Agent nor the Board are responsible for the selection or use of this CUSIP number, nor is any representation made as to its correctness on the Bonds as indicated in any redemption notice.	All Owners submitting Bonds for redemption must also submit a completed Internal Revenue Service Form W-9. Failure to provide a completed Form W-9 may result in a 31% backup withholding from payment pursuant to the Interest and Dividend Tax Compliance Act of 1983.
--	--

EXHIBIT B

**FORM OF REQUEST FOR DISBURSEMENT
FROM COSTS OF ISSUANCE FUND AND PROJECT FUND**

REQUEST NO. _____

Wells Fargo Bank, National Association
1740 Broadway, MAC C7300-107
Denver, CO 80274
Attention: Corporate, Municipal and Escrow Solutions

Re: Direction to Make Disbursements from [Costs of Issuance Fund] [Project Fund]-
Sweetwater County, Wyoming, Hospital Revenue Refunding Bonds (Memorial
Hospital Project) Series 2013A and Hospital Revenue Bond (Memorial Hospital
Project) Series 2013B

As Trustee under that certain Indenture of Trust dated as of June 1, 2013 (the "Trust Indenture"), as supplemented by a First Supplement to Indenture of Trust dated as of June __, 2013 (the "First Supplement," and together with the Trust Indenture, the "Indenture"), by and among Sweetwater County, Wyoming and the Board of Trustees of Memorial Hospital of Sweetwater County (the "County" and the "Hospital Board," respectively) and you, you are hereby directed to pay the following from the [Costs of Issuance Fund] [Project Fund] created under the Indenture, subject to the terms and conditions hereinafter described:

Person/Firm/Corporation: _____

Address: _____

Payment: _____ To be Made to Person/Firm/Corporation

Amount: \$ _____

Description of Items/Costs of Issuance: _____

Attached Supporting Documents: _____

The undersigned Authorized Representative does hereby certify (i) that none of the items for which the payment or reimbursement is proposed to be made has been the subject of any payment or reimbursement theretofore made from the [Costs of Issuance Fund][Project Fund]; (ii) that the item(s) for which payment is sought is or was reasonable and necessary in connection with the County's Series 2013A Bonds and Series 2013B Bond, and in all cases is a proper charge against the [Costs of Issuance Fund][Project Fund]; (iii) that all previously disbursed amounts from the [Costs of Issuance Fund][Project Fund] have been spent in accordance with the related Request therefor; and (iv) that no Event of Default under the Indenture has occurred or is continuing or will occur as a result of the payment on this Request.

Dated this _____ day of _____, 20____.

By:

Authorized Representative

SWEETWATER COUNTY, WYOMING
AND
BOARD OF TRUSTEES OF MEMORIAL HOSPITAL
OF SWEETWATER COUNTY
TO
WELLS FARGO BANK, NATIONAL ASSOCIATION
As Trustee

INDENTURE OF TRUST
DATED AS OF JUNE 1, 2013

Securing
HOSPITAL REVENUE BONDS

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TRUST INDENTURE

THIS INDENTURE OF TRUST, dated as of June 30, 2013 (the "Indenture"), by and between **SWEETWATER COUNTY, WYOMING** (the "County"), duly organized and existing as a county under the laws and constitution of the State of Wyoming (the "State"), the **BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF SWEETWATER COUNTY** (the "Hospital Board"), a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to the provisions of Title 18, Chapter 8, Article 1, Wyo. Stat., and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, duly organized and existing under the laws of the United States of America, having offices in Denver, Colorado, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the County is authorized pursuant to Wyo. Stat. § 18-8-201 to issue revenue bonds for the purpose of acquiring, erecting, constructing, reconstructing, improving, remodeling, furnishing or equipping hospitals or related facilities or refunding any securities issued pursuant to any act and payable from any pledged revenues of a county memorial hospital when requested by the board of trustees of a county memorial hospital; and

WHEREAS, the County owns and the Hospital Board operates as a revenue-producing facility a public municipal hospital, commonly known as the "Sweetwater County Memorial Hospital" (the "Hospital") to serve the public health needs of the County; and

WHEREAS, the County desires to provide for the issuance from time to time of Bonds (hereinafter defined) for the purpose of financing the costs of acquiring, erecting, constructing, reconstructing, improving, remodeling, furnishing or equipping the Hospital or related facilities, and refunding any outstanding obligations or advances issued, made or given in connection therewith; and

WHEREAS, all acts and things necessary to constitute these presents a valid indenture and agreement according to its terms, have been done and performed, and the execution of this Indenture has in all respects been duly authorized, and the County and the Hospital Board, in the exercise of the legal right and power vested in them, have executed this Indenture and may incur Debt (hereinafter defined) and make, execute, issue and deliver Bonds hereunder; and

WHEREAS, all things necessary to make this Indenture a valid agreement and contract for the security of the Bonds in accordance with the terms of such Bonds and this Indenture have been done.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that, to secure the payment of the principal of, premium, if any, and interest on the Bonds (hereinafter defined) and the performance of the covenants therein and herein contained and to declare the terms and conditions on which the Bonds are secured, and in consideration of the premises, of the purchase of the Bonds by the Holders thereof, and of the sum of One Dollar (\$1.00) to the County and the Hospital Board in hand paid by the Trustee at or before the execution and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, the County and the Hospital Board

by these presents do grant, bargain, sell, alien, assign, transfer, hypothecate, pledge, set over, and confirm to the Trustee, forever, all and singular the following described properties, and grant a security interest therein for the purposes herein expressed, to-wit:

GRANTING CLAUSE FIRST

All Net Pledged Revenues of the County and the Hospital Board (collectively, the "grantors"), including without limitation, rights to receive payments from third party payors such as Medicare, Medicaid, and private insurers, but except and excluding all such items, whether now owned or hereafter acquired by the grantors which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by the grantors or which cannot be granted, pledged, or assigned hereunder without the consent of other parties whose consent is not secured, or without subjecting the Trustee to a liability not otherwise contemplated by the provisions hereof, or which otherwise may not be, or are not, hereby lawfully and effectively granted, pledged, and assigned by the grantors, provided that the County and the Hospital Board may subject to the lien hereof any such excepted property, whereupon the same shall cease to be excepted property;

GRANTING CLAUSE SECOND

All right, title, and interest of the County and the Hospital Board in and to all money and investments held for the credit of the Funds and accounts established by or under this Indenture as hereinafter described, except (i) the Rebate Fund, and (ii) that all money and investments held for the credit of the Debt Service Reserve Fund shall be pledged only for the benefit of the Holders of Bonds as may be issued pursuant to Section 203 having a parity claim on the Debt Service Reserve Fund therewith; and

GRANTING CLAUSE THIRD

Any and all property that may, from time to time hereinafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by the grantors or by anyone in their behalf (and the Trustee is hereby authorized to receive the same at any time as additional security hereunder), which subjection to the lien and security interest hereof of any such property as additional security may be made subject to any reservations, limitations, or conditions which shall be set forth in a written instrument executed by the grantor or the person so acting in its behalf or by the Trustee respecting the use and disposition of such property or the proceeds thereof.

TO HAVE AND TO HOLD all said property, rights, privileges, and franchises of every kind and description, real, personal, or mixed, hereby and hereafter (by supplemental instrument or otherwise) granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over, or confirmed as aforesaid, or intended, agreed, or covenanted so to be, together with all the appurtenances thereto appertaining (said properties, rights, privileges, and franchises including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated herein not to be deemed part of the Trust Estate) being herein collectively referred to as the "Trust Estate") unto the Trustee and its successors and assigns forever;

SUBJECT AND SUBORDINATE, HOWEVER, in the case of Granting Clause First, to any and all mortgages, liens, charges, encumbrances, pledges, and security interests granted, created,

assumed, incurred, or existing in accordance with the provisions of Section 513 as to the property covered thereby and all revenue, accounts receivable, and receipts derived from such property;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Bonds without any priority of any such Bond over any other such Bond except as herein otherwise expressly provided;

UPON CONDITION that, if the County and the Hospital Board, or their successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Outstanding Bonds according to the true intent and meaning thereof, or there shall be deposited with the Trustee such amounts in such form in order that none of the Bonds shall remain Outstanding as herein defined and provided, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the full and final payment of all such sums and amounts secured hereby or upon such deposit, the rights, titles, liens, security interests, and assignments herein granted shall cease, determine, and be void and this grant shall be released by the Trustee in due form, except only as herein provided; otherwise this grant to be and shall remain in full force and effect;

AND IT IS HEREBY COVENANTED AND DECLARED that the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions, and trusts hereinafter set forth, and the County and the Hospital Board do hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Bonds except as herein otherwise expressly provided, as follows:

ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101. Definitions. (a) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) "This Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(2) All references in this instrument to designated "ARTICLES", "Sections" and other subdivisions are to the designated ARTICLES, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular ARTICLE, Section or other subdivision.

(3) The terms defined in this ARTICLE have the meanings assigned to them in this ARTICLE, and include the plural as well as the singular.

(4) All accounting terms used and not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as they exist on the date of applicability thereof.

(b) The following terms have the meanings assigned to them below whenever they are used in this Indenture:

"Accountant" means any Independent certified public accountant, or any firm of Independent certified public accountants, licensed to practice in the State of Wyoming, as from time to time appointed and compensated by the Hospital, and accepted by the Credit Enhancer (if any).

“Act of Bankruptcy” means any of the following:

(i) The County (or any other Person obligated, as guarantor or otherwise, to make payments on the Bonds or under a Credit Facility or an “affiliate” of the County as defined in Bankruptcy Code § 101(2)) (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the County (or such other Person) or of all or any substantial part of their respective property, (2) commences a voluntary case under the Bankruptcy Code, or (3) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the County (or any other Person obligated, as guarantor or otherwise, to make payments on the Bonds or under a Credit Facility or an “affiliate” of the County as defined in Bankruptcy Code § 101(2)) in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding-up or composition or adjustment of debts, of the County (or any such other Person), (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the County (or any such other Person), of all or any substantial part of their respective property, or (3) similar relief in respect of the County (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

“Additional Bonds” means the additional parity bonds authorized to be issued by the County pursuant to Section 203.

“Adjusted Revenues of the Hospital” means, for any period of calculation, the total of all operating and nonoperating revenues of the Hospital and the Facilities (including all moneys attributable to Specific Purpose Sales and Use Tax and ad valorem taxes derived by the County on behalf of the Hospital), excluding net unrealized gains (losses) on the valuation of investments, but including payments of Hedge Agreement termination fees from a counterparty. Net unrealized Hedge Agreement gains (losses), gifts, grants, bequests or donations restricted as to use for a purpose inconsistent with the payment of Annual Debt Service Requirements, income from Irrevocable Deposits, and revenue relating to property not included in the definition of Facilities shall also be excluded from this calculation.

“Annual Debt Service Requirements” means, for any Fiscal Year, the amount of payments required to be made for principal of (and premium, if any) and interest on and other debt service charges on (which include for purposes hereof, any fees or premiums for any letter of credit, surety bond, policy of insurance, bond purchase agreement, or any similar credit or liquidity support secured in connection therewith) on all Long-Term Debt coming due at Maturity or Stated Maturity (or that could come due, or be payable in respect of any required purchase of such Debt, on demand of the holder thereof other than demand conditioned upon default by the obligor on such Debt) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Hospital Board:

(1) Determination of Principal and Interest - in determining the amount of principal to be funded in each year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made on Outstanding Bonds in accordance with any

amortization schedule established by the governing documents setting forth the terms of such Bonds, and in determining the amount of interest to be funded in each year, interest payable at a fixed rate shall (except to the extent any other subsection of this definition applies) be assumed to be made at such fixed rate and on the required funding dates;

(2) Committed Take Out - if the Hospital has received a binding commitment, within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to refund or purchase any of its Long-Term Debt at its Stated Maturity (or, if due on demand, or payable in respect of any required purchase of such Debt, at any date on which demand may be made), then the portion of the Long-Term Debt committed to be refunded or purchased shall be excluded from such calculation and the principal of (and premium, if any) and interest on the Long-Term Debt incurred for such refunding or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Maturity or purchase date of the Long-Term Debt to be refunded or purchased, shall be added;

(3) Balloon Maturities - if all or any portion of an Outstanding series of Bonds constitutes Balloon Maturities, then, for purposes of determining Annual Debt Service Requirements, each Maturity that constitutes a Balloon Maturity shall, unless otherwise provided in the Supplemental Indenture pursuant to which such Bonds are authorized or the following paragraph of this definition then applies to such maturity, be treated as if it were to be amortized over a term of not more than 30 years and with substantially level annual debt service funding payments commencing not later than the year following the year in which such Balloon Maturity was issued, and extending not later than 30 years from the date such Balloon Maturity was originally issued; with respect to any series of Bonds only a portion of which constitutes Balloon Maturities, the remaining portion shall be treated as described in (1) above or such other provision of this definition as shall be applicable, and with respect to that portion of a series that constitutes Balloon Maturities, all funding requirements of principal and interest becoming due in any year other than the stated maturity of the Balloon Maturities shall be treated as described in (1) above or such other provision of this definition as shall be applicable.

Any maturity of Bonds that constitutes a Balloon Maturity as described above and for which the Stated Maturity occurs within 12 months from the date such calculation of Annual Debt Service Requirements is made, shall be assumed to become due and payable on the Stated Maturity, and the preceding paragraph shall not apply thereto, unless there is delivered to the entity making the calculation of Annual Debt Service Requirements a certificate of an Authorized Representative stating (i) that the Hospital intends to refinance such maturity, (ii) the probable terms of such refinancing and (iii) that the debt capacity of the Hospital is sufficient to successfully complete such refinancing; upon the receipt of such certificate, such Balloon Maturity shall be assumed to be refinanced in accordance with the

probable terms set out in such certificate and such terms shall be used for purposes of calculating Annual Debt Service Requirements; provided that such assumption shall not result in an interest rate lower than that which would be assumed under the preceding and shall be amortized over a term of not more than 30 years from the expected date of refinancing;

(4) Consensual Sinking Fund - in the case of Balloon Debt, if the Hospital shall deliver to the Trustee an Authorizing Resolution providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the establishment of a sinking fund for, such Balloon Debt according to a fixed schedule not in excess of 30 years stated in such resolution ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then for so long as all installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule, the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule;

(5) Prefunded Payments - principal of (and premium, if any) and interest on and other debt service charges on Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, interest, or other debt service charges are payable from an Irrevocable Deposit at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust or escrowed with the Trustee and amounts on deposit in a debt service reserve fund to be applied to payment of maturing principal of such Debt);

(6) Variable Rate Debt - as to any Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation, an interest rate equal to the average SIFMA Swap Index (if such index is not available, any other such comparable index reasonably acceptable to the Trustee) for the last 12 months from the date of calculation plus 50 basis points shall be presumed to apply for all future dates;

(7) Contingent Obligations - in the case of any guarantees or other Debt described in clause (7) of the definition of Debt, the principal of (and premium, if any) and interest on and other debt service charges on such Debt for any Fiscal Year shall be deemed to be 20% of the principal of (and premium, if any) and interest on and other debt service charges on the indebtedness guaranteed due in such Fiscal Year; provided, however, that if the Hospital guarantees or is otherwise obligated in respect of such Debt and is actually required to make any payment in respect of such Debt, the total amount payable of such guarantee or other obligation in such Fiscal Year shall be included in any computation of the Annual Debt Service Requirements for such year and the amount payable in respect of such guarantee or other obligation in any future Fiscal Year shall be

included in any computation of the estimated Annual Debt Service Requirements for such Fiscal Year until such time as the Net Income Available for Debt Service for the most recently concluded Fiscal Year exceeds 120% of Annual Debt Service Requirements for such Fiscal Year; and

(8) Hedge Agreements - if there shall have been issued or entered into in respect of all or a portion of any Debt a Hedge Agreement and the counterparty to such Hedge Agreement is rated at least "A" by at least one Rating Service, there shall be reflected in any computation of Annual Debt Service Requirements the net amount that the Hospital is entitled to receive under such Hedge Agreement; provided that the obligation determined by reference to a variable rate of interest of the Hospital under any Hedge Agreement shall be calculated pursuant to clause (6) of this definition as if such obligation were Debt of such Person. Annual Debt Service Requirements shall not include non-scheduled termination payments or similar payments with respect to Hedge Agreements.

"Authorized Denominations" means the amount set forth in the Supplemental Indenture authorizing the issuance of such Bonds.

"Authorized Newspaper" means a newspaper of general circulation in the relevant area, printed in the English language and customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays. Whenever successive weekly publications in an Authorized Newspaper are required hereunder they may be made (unless otherwise expressly provided herein) on the same or different days of the week and in the same or in different Authorized Newspapers.

"Authorized Representative" means the Chief Executive Officer or the Chief Financial Officer of the Hospital, the County Clerk or County Treasurer, or any other Person or Persons from time to time designated to execute Officer's Certificates on behalf of the Hospital Board and the County.

"Authorizing Resolution" means a resolution duly adopted by the Board of County Commissioners of the County or a resolution adopted by the Hospital Board.

"Balloon Debt" means Debt having a Balloon Maturity.

"Balloon Maturity" or "Balloon Maturities" shall mean, with respect to any series of Bonds 50% or more of the principal of which matures on the same date or within a Fiscal Year, that portion of such series which matures on such date or within such Fiscal Year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such Bonds scheduled to be amortized by prepayment or redemption prior to their stated Maturity.

"Bankruptcy Code" means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

"Bonds" means the Initial Bonds and any Additional Bonds authenticated and delivered pursuant to Section 203 hereof.

“Bond Counsel” means an attorney or firm of attorneys nationally recognized as experienced in the field of tax-exempt bonds of governmental issuers appointed by the County and the Hospital Board and acceptable to the Trustee.

“Bond Register” and **“Bond Registrar”** have the respective meanings specified in Section 207.

“Business Day” means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the city in which the Trustee is located are required or authorized by law to remain closed, (c) any day on which the New York Stock Exchange is closed, or (d) any day the Federal Reserve is closed.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

“Consent,” “Order,” and **“Request”** of either the County or the Hospital Board means, respectively, a written consent, order, or request signed in the name of such County or Hospital Board by its Authorized Representative.

“Consultant” means a Management Consultant or an Insurance Consultant selected by the Hospital Board, on behalf of the County, and accepted by the Trustee and the Credit Enhancer, if any. Any report(s) from said Consultant shall be delivered to the Hospital Board, the Trustee and the Credit Enhancer, if any.

“Consulting Architect” means an individual or an Independent engineering or architectural firm (which may be an individual or an engineering or architectural firm retained by the Hospital Board, on behalf of the County, for other purposes) selected by the Hospital Board and accepted by the Trustee as being of recognized standing for skill and experience with respect to the construction of health care facilities.

“Consulting Architect’s Certificate” means an opinion or report signed by the Consulting Architect, which opinion or report contains one or more certifications as to the subject matter thereof.

“Continuing Disclosure Agreement” means a Continuing Disclosure Agreement executed by the County, the Hospital Board and the Trustee, dated the date of issuance and delivery of Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Counsel” means an attorney, or firm of attorneys, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia, including any Bond Counsel.

“County Clerk” means the Sweetwater County Recorder and Ex-Officio Registrar of Deeds.

“County Treasurer” means the Treasurer of Sweetwater County, Wyoming.

“Credit Confirmation” means any instrument, to the extent it confirms a Credit Facility in the form of a letter of credit, hereafter accepted by the Trustee.

“Credit Confirmer” means the issuer of a Credit Confirmation.

“Credit Enhancer” means the issuer of a Credit Facility related to any series of Bonds.

“Credit Facility” means any instrument that provides for draws or claims with respect to a series of Bonds, and which may be a letter or line of credit, policy of bond insurance, guarantee or similar instrument issued by a financial, insurance or other institution and which provides security and/or liquidity in respect of the Bonds.

“Debt,” for the Hospital means, without duplication, (1) all obligations of the Hospital for borrowed money or with respect to deposits or advances of any kind, (2) all obligations of the Hospital evidenced by bonds, debentures, notes or similar instruments, (3) all obligations of the Hospital upon which interest charges are customarily paid, (4) all obligations of the Hospital under conditional sale or other title retention agreements relating to property acquired by the Hospital, (5) all obligations of the Hospital in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (6) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by the Hospital, whether or not the Debt secured thereby has been assumed, (7) all guarantees by the Hospital of the Debt of others, excluding operating lease payment guarantees, (8) all capital lease obligations of the Hospital, as defined in Accounting Principles Board Opinion 13 on the dated date of this Indenture, (9) all obligations, contingent or otherwise, of the Hospital as an account party in respect to letters of credit and letters of guaranty, (10) all obligations, contingent or otherwise, of the Hospital in respect of bankers’ acceptances, (11) the short-term portion of Long-Term Debt, and (12) all short-term Debt (including commercial paper, lines of credit, etc.). The Debt of the Hospital shall include the Debt of any other entity (including any partnership in which the Hospital is a general partner) to the extent the Hospital is liable therefore as a result of the Hospital’s ownership interest in or other relationship with such entity, except to the extent the terms of such Debt provide that the Hospital is not liable therefor.

“Debt Service Coverage Ratio” shall mean the ratio of Net Income Available for Debt Service for the period or periods in question to the Maximum Annual Debt Service Requirements.

“Debt Service Fund” means the Debt Service Fund created in Section 301 hereof.

“Debt Service Reserve Fund” means a Debt Service Reserve Fund created in Section 301 hereof.

“Debt Service Reserve Fund Requirement” means, with respect to any Bonds, such amount (including any Credit Facility or other instrument) as shall be determined in the Supplemental Indenture authorizing the issuance of such Bonds.

“Defeasance Obligations” means obligations described in clause (a) of the definition of Permitted Investments.

“Eligible Moneys” means, when a Credit Facility is in effect, moneys held by the Trustee under the Indenture which consist of any of the following:

(i) any moneys (including remarketing proceeds, if any) if, in the written opinion of Counsel experienced in bankruptcy law matters (which opinion shall be delivered to the Trustee and any Rating Agency then rating the Bonds at or prior to the time of the deposit of such moneys with the Trustee and such opinion shall be in form and substance satisfactory to any Rating Agency then rating the Bonds), the deposit and use of such moneys will not constitute an avoidable preferential payment pursuant to Section 547 of the Bankruptcy Code, or an avoidable post-petition transfer pursuant to Section 549 of the Bankruptcy Code recoverable from Holders of the Bonds pursuant to Section 550 of the Bankruptcy Code in the event of an Act of Bankruptcy; or

(ii) moneys paid by the Credit Enhancer to the Trustee under the Credit Facility which are not commingled with any other moneys.

If no Credit Facility is in effect, any moneys held by the Trustee under the Indenture shall constitute "Eligible Moneys."

"Estimated Annual Debt Service Requirements" shall have the meaning assigned to such term in the respective Supplemental Indenture pursuant to which one or more series of Bonds having a variable rate of interest payable thereon are issued, if any.

"Event of Default" is defined in ARTICLE VI of this Indenture.

"Exempt Person" means a state or local governmental unit or an organization exempt from federal income taxation under Section 501(a) of the Code by reason of being described in Section 501 (c)(3) of the Code.

"Facilities" or "Hospital" means:

(a) The presently existing real and personal property of the County or the Hospital Board used for hospital purposes; that is, the hospital known as the "Memorial Hospital of Sweetwater County" located at 1200 College Drive, Rock Springs, Wyoming 82901;

(b) All other real and personal property hereafter acquired by the County or the Hospital Board as improvements, enlargements, betterments, additions, restorations or replacements to the Hospital at or adjacent to its then existing locations, including a Project; and

(c) All properties, if any, not to be located at or adjacent to the Hospital at its then existing location, which the Hospital Board may hereafter in its sole discretion and by resolution (1) determine to be properly suitable for public hospital purposes and capable of directly or indirectly producing income in sufficient amounts as not to affect adversely the County's ability to pay its Outstanding Bonds and (2) add to the then existing Facilities, including a Project.

If the Hospital Board determines by resolution that all or a portion of the real and/or personal property listed in (a) above, along with any improvements thereto, should be transferred, sold or put to another use, and if such transfer, sale or putting to another use will not materially adversely affect the ability of the Hospital to pay its outstanding Bonds, the definition of "Facilities" will include (a) only to the extent that real and/or personal property and improvements thereto are used for hospital and nursing home purposes.

“Fiscal Year” means any period of twelve consecutive months adopted by the County as its fiscal year for financial reporting purposes. Initially, and until advised otherwise, the Fiscal Year of the County means July 1 through June 30 of the following calendar year.

“Fitch” means Fitch Ratings, a global rating agency, and its successors and assigns.

“Fund” means the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Rebate Fund or the Project Fund.

“GAAP” means generally accepted accounting principles as in effect from time to time.

“Gross Proceeds” means, with respect to an issue of Tax-Exempt Bonds, any Proceeds of such issue of Tax-Exempt Bonds and any amounts (other than Proceeds of such issue that are part of a Reasonably Required Reserve or Replacement Fund for such issue).

“Hedge Agreement” means an interest rate swap, cap, collar, floor, forward or other hedging agreement, arrangement or security, however denominated, expressly identified pursuant to its terms as being entered into in connection with and in order to hedge interest rate fluctuations on all or a portion of any Debt.

“Holder” or **“Bondholder”** means a Person in whose name a Bond is registered in the Bond Register.

“Hospital” means Memorial Hospital of Sweetwater County in Rock Springs, Wyoming.

“Hospital Act” means Title 18, Chapter 8, Article 2, Wyo. Stat.

“Hospital Board” means the Board of Trustees of Memorial Hospital of Sweetwater County or such Board’s successor in functions, if any.

“Indenture” means this Indenture of Trust and any amendments or supplements made in accordance with its terms.

“Independent” when used with respect to any specified Person means such a Person who (1) is in fact independent, and (2) does not have any direct financial interest or any material indirect financial interest in the County, the Hospital Board or any other obligor on the Bonds. Whenever it is herein provided that any Independent Person’s opinion or certificate shall be furnished to the Trustee, such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

“Initial Bonds” means the County’s (i) Hospital Revenue Refunding Bonds (Memorial Hospital Project), Series 2013A, dated June 20, 2013, in the aggregate principal amount of \$_____ (the “Series 2013A Bonds”); and (ii) Hospital Revenue Bond (Memorial Hospital Project), Series 2013B, dated June 20, 2013, in the principal amount of \$16,145,000 (the “Series 2013B Bond”).

“Insurance Consultant” means a Person or firm who is not, and no member, stockholder, director, officer or employee of which is, an officer, director, trustee or employee of the Hospital, and who is qualified to survey risks and to recommend insurance coverage for hospitals, health-related facilities and services and organizations engaged in such operations and other facilities operated by the Hospital Board.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Investment Proceeds” means, with respect to an issue of Tax-Exempt Bonds, any amounts actually or constructively received from investing Sale Proceeds of such issue.

“Irrevocable Deposit” means the irrevocable deposit in trust of cash in an amount (or Defeasance Obligations the principal and interest on which will be in an amount) and under terms sufficient to pay all or a specified portion of the debt service, as the same shall become due, on any Debt, including Bonds, which would otherwise be considered Outstanding. The trustee of such deposit shall have possession of any cash and securities (other than book-entry securities) and may be the Trustee or any other trustee authorized to act in such capacity.

“Issue Date” means, with respect to the Initial Bonds, the date(s) of issuance and delivery of the Initial Bonds to the Underwriter and any other purchaser; with respect to any Additional Bonds, the date of issuance and delivery of such Additional Bonds to the initial purchasers thereof.

“Legal Restrictions” means Federal, state, or other applicable governmental laws or regulations affecting the County, the Hospital Board or the Facilities.

“Long-Term Debt” of any specified Person means all Debt created, assumed, or guaranteed by such Person that matures by its terms (in the absence of the exercise of any earlier right of demand), or is renewable at the option of such Person to a date, more than one year after the original creation, assumption, or guarantee of such Debt by such Person.

“Management Consultant” means a nationally recognized firm of Independent professional management consultants or an Independent hospital management organization knowledgeable in the operation of hospitals and having a favorable reputation for skill and experience in the field of hospital management consultation.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

“Maximum Annual Debt Service Requirements” means the maximum Annual Debt Service Requirements to be paid during any Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bonds last become due at Maturity or on a redemption date on which any Bond thereafter maturing is called for prior redemption.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, and its successors and assigns.

“Net Income Available for Debt Service” means, as to any period of time, the excess of Adjusted Revenues of the Hospital over Operation and Maintenance Expenses, to which shall be added depreciation and amortization (to the extent it has not already been included) and interest expense; provided, however, that no determination thereof shall take into account any extraordinary gains or losses, any gains or losses resulting from the sale, exchange or other disposition of assets, insurance (other than business interruption) or condemnation proceeds, or any gain or loss resulting from the early extinguishment of Debt.

“Net Pledged Revenues” means the Adjusted Revenues of the Hospital (excluding income attributable to ad valorem taxes and any Specific Purpose Sales and Use Tax derived by the County and transferred to the Hospital Board) remaining after the payment of the Operation and Maintenance Expenses.

“Net Proceeds” means, with respect to an issue of Bonds, the Original Proceeds of such issue less any Original Proceeds deposited into a Reasonably Required Reserve or Replacement Fund.

“Nonpurpose Investments” means, with respect to an issue of Tax-Exempt Bonds, any “investment property,” within the meaning of Section 148(b)(2) of the Code, acquired with the Gross Proceeds of such issue.

“Officer’s Certificate” of any specified Person means, in the case of the County, a certificate signed by the Chairman of the Board of County Commissioners or an Authorized Representative, or in the case of the Hospital Board, the President or an Authorized Representative, and delivered to the Trustee.

“Operation and Maintenance Expenses” means the operating and nonoperating expenses of the Hospital determined in accordance with generally accepted accounting principles, but shall not include expenses relating to property not included in the definition of Facilities. In no event shall Operation and Maintenance Expenses include bad debt expense.

“Opinion of Counsel” means a written opinion of Counsel, who may (except as otherwise expressly provided) be Counsel to the County or the Hospital Board, and shall be acceptable to the Trustee.

“Original Proceeds” means, with respect to an issue of Bonds, any Sale Proceeds and any Investment Proceeds of such issue.

“Outstanding” when used with respect to the Bonds means, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

(i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Bonds for whose payment or redemption money (or Defeasance Obligations to the extent permitted by Section 902 of this Indenture) in the necessary amount has been theretofore deposited with the Trustee or any paying agent for such Bonds in trust for the Holders of such Bonds pursuant to this Indenture; provided, that, if such Bonds are to be redeemed, notice of such redemption has been

duly given pursuant to this Indenture or irrevocable provision therefor satisfactory to the Trustee has been made; and

(iii) Bonds upon transfer of or in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the County or the Hospital Board shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not an obligor upon the Bonds.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on Bonds shall be paid by a Credit Enhancer pursuant to a Credit Facility, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the County and the Hospital Board, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the County and the Hospital Board to the Holders shall continue to exist and shall run to the benefit of the Credit Enhancer, and the Credit Enhancer shall be subrogated to the rights of such Holders.

"Permitted Encumbrances" means, as of any particular time, (i) liens securing Bonds (including Debt) incurred as provided in this Indenture, (ii) liens on Net Pledged Revenues securing indebtedness which liens are subordinate to the liens on such property securing the Bonds, (iii) liens on the Hospital's accounts receivable; however, the sale or granting of an additional security interest in the accounts receivable shall be limited to 10% of the net accounts receivable and the sale of or the placing of liens on any amount of accounts receivable shall not be permitted if the credit rating relating to the Hospital is below the level of either "BBB-" from Standard & Poor's or Fitch or "Baa3" from Moody's, (iv) any purchase money security interest or lien arising under any installment sale agreement, conditional sale agreement, title retention agreement, any lease in the nature thereof or any similar agreement in respect of newly acquired property (other than real property) which lien extends only to the newly acquired property, provided that payments with respect to such instruments are not secured by Net Pledged Revenues and the principal amount of Debt secured by such lien is not more than 100% of the fair market value of such property, (v) liens for taxes and special assessments relating to the Facilities not then delinquent, (vi) leaseholds which in the aggregate do not materially impair the use of the Facilities for their intended purposes, (vii) utility, access, and other easements and rights-of-way, mineral rights and reservations, restrictions, and exceptions that will not materially interfere with or impair the use of the Facilities for their intended purposes, (viii) mechanics' and materialmen's liens when payment of the related bill is not overdue, (ix) mechanics' and materialmen's liens, security interests, or other encumbrances to the extent permitted in Section 509 hereof, (x) encumbrances permitted in Section 513 hereof, and (xi) such minor defects, irregularities, encumbrances, easements, rights-of-way, and clouds on title as normally exist with

respect to properties similar in character to the Facilities and the Net Pledged Revenues and which do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held.

“Permitted Investments”

(a) the following obligations may be used for all purposes, including defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below), or

(2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

(b) the following obligations may be used for all purposes other than defeasance investments in refunding escrow accounts:

(1) Obligations as set forth in Wyo. Stat. § 9-4-831.

(c) The value of the above investments shall be determined as follows:

“Value”, which shall be determined as of the end of each month, means that the value of any investments shall be calculated as follows:

(1) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) as to any investment not specified above: the value thereof established by prior agreement between the County, the Hospital Board, the Trustee and the Credit Enhancer.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Place of Payment” for any series of Bonds means a city or any political subdivision thereof designated as such in the Bonds of such series.

"Proceeds" means, with respect to an issue of Tax-Exempt Bonds, any Sale Proceeds, Investment Proceeds and Transferred Proceeds of such issue.

"Project" means any project to acquire, improve or equip (or any combination thereof) Facilities, or any undertaking to refund, pay and discharge any Bonds, as described by a Supplemental Indenture.

"Project Costs" means costs permitted to be paid out of proceeds Bonds by the Code, including costs of issuance and the costs related to a Project.

"Project Fund" means that Fund created in Section 301 hereof.

"Qualifying Costs" means, with respect to an issue of Tax-Exempt Bonds, the Project Costs that will be used, directly or indirectly in any trade or business carried on by any Person who is an Exempt Person. For purposes of the preceding sentence, any use in any manner contrary to the guidelines set forth in Revenue Procedure 93-19, 1993-1 C.B. 526, shall constitute use in the trade or business of one who is not an Exempt Person.

"Rating Service" means each nationally recognized bond statistical rating organization within the meaning of the rules of the Securities and Exchange Commission which at the time has a credit rating assigned to any series of the Bonds (or any other indebtedness secured by Bonds) at the request of the County and the Hospital Board.

"Reasonably Required Reserve or Replacement Fund" means, with respect to an issue of Bonds, a fund into which Original Proceeds are deposited in an amount that does not exceed the least of the following: (i) 10% of the principal amount of the issue; (ii) the maximum annual debt service on the issue, and (iii) 125% of the average annual debt service on the issue.

"Rebate Fund" means that Fund created in Section 301 hereof.

"Record Date" means the dates designated as such in the related Supplemental Indenture.

"Regulations" means the applicable proposed, temporary or final income tax Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1986, as amended, as such regulations may be amended or supplemented from time to time.

"Responsible Officer" when used with respect to the Trustee means the chairman and vice chairman of the board of directors, the chairman and vice chairman of the executive committee of the board of directors, the president, the chairman of the trust committee, any vice president (whether or not designated by a number or a word or words added before or after the title "vice president"), any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer, or assistant trust officer, the controller and any assistant controller or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with a particular subject.

“Revenue Fund” means that Fund created in Section 301 hereof.

“Sale Proceeds” means, with respect to an issue of Tax-Exempt Bonds, any amounts actually or constructively received from the sale (or other disposition) of any Tax-Exempt Bond that is part of the issue, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with any Tax-Exempt Bond that is part of the issue and that is described in Section 1.148-4 of the Regulations.

“Securities Depository” means initially The Depository Trust Company, and thereafter, any successor Securities Depository succeeding The Depository Trust Company pursuant to Section 213.

“Series 2013A Bonds” means a series of Bonds initially issued with the adoption of this Indenture pursuant to the terms hereof as supplemented by that certain First Supplemental Indenture of even date herewith between the County, the Hospital Board and the Trustee.

“Series 2013B Bond” means the Series 2013B Bond initially issued with the adoption of this Indenture pursuant to the terms hereof as supplemented by that certain First Supplemental Indenture of even date herewith between the County, the Hospital Board and the Trustee.

“Settlement Date” means the date of initial delivery of Bonds.

“Specific Purpose Sales and Use Tax” means an excise tax imposed by the County pursuant to Wyo. Stat. §§ 39-15-203(a)(iii), 39-15-204(a)(iii), 39-16-203(a)(ii) and 39-16-204(a)(ii), as amended or superseded, upon retail sales of tangible personal property, admissions and services made, and upon sales and storage, use and consumption of tangible personal property, for specified purposes and in specified amounts as authorized by the qualified electors of the County.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, and its successors and assigns.

“State” means the State of Wyoming.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Supplemental Indenture” means an indenture amending or supplementing this Indenture entered into pursuant to ARTICLE VIII hereof.

“Tax Certificate” means a Tax Certificate and Agreement executed by the County and the Hospital Board in connection with the initial issuance and delivery of Bonds, as from time to time modified pursuant to its terms.

“Tax-Exempt Bond” means any Bond (i) the interest on which is excludable from gross income of the owners thereof for federal income tax purposes, and (ii) that is not a “specified private activity bond” within the meaning of Section 57(a) (5) of the Code.

“Trust Estate” means the property described as the Trust Estate in the Granting Clauses of this Indenture or any Supplemental Indenture that is subject to the lien and security interest of this Indenture.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended.

“Trustee” means Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America, having a corporate trust office in Denver, Colorado, serving as trustee pursuant to this Indenture, and its successors and assigns permitted hereby.

“Underwriter” means, with respect to the Initial Bonds, Wells Fargo Bank, National Association, and with respect to the Additional Bonds, the initial purchaser of such Additional Bonds.

“Unrestricted Days Cash on Hand” means the ratio of (a) Unrestricted Liquid Funds to (b) the quotient of total operating expenses (excluding depreciation, amortization and bad debt expense) plus interest expense divided by 365 days. Testing at the six-month interval shall be based on six-month interim operating expenses (excluding depreciation, amortization and bad debt expense) plus interest divided by 182 days.

“Unrestricted Liquid Funds” means unrestricted cash, cash equivalents, and marketable securities, but specifically excluding and exclusive of: (1) all Trustee-held funds; (2) borrowed moneys payable in one year or less, unless there exists a firm refinancing commitment from a qualified financial institution rated in the “A+” or “A1” or higher rating category; (3) any demand obligation(s), unless a liquidity facility with term-out provisions of no less than five years exists from a qualified financial institution rated in the “A+” or “A1” or higher rating category; (4) borrowed funds that are entrusted with a lender, and (5) funds subject to Permitted Encumbrances or any other lien.

“Yield” means yield as determined in accordance with Section 148(h) of the Code, and generally is the yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the Issue Price of such obligation.

Section 102. Compliance Certificates and Reports. Whenever the amount or date of any of the following is a condition to the taking of any action permitted hereby,

(a) estimated Net Income Available for Debt Service for any future Fiscal Year shall be established by either

(1) a certificate or report of a Management Consultant stating the amount of such estimated Net Income Available for Debt Service based upon assumptions provided by the Hospital and stating that such assumptions are, in the opinion of the Management Consultant, reasonable; or

(2) a report of the Hospital stating the amount of such estimated Net Income Available for Debt Service accompanied by an Officer’s Certificate adopting such report and, unless such report demonstrates that the amount of estimated Net Income Available for Debt Service (assuming the occurrence of such proposed action) for each of the two immediately succeeding Fiscal Years (or, in case any one or more substantial construction Projects of the Hospital are then in progress, for

each of the two Fiscal Years immediately following the anticipated date of completion of such Projects), shall be not less than 125% of the Maximum Annual Debt Service Requirements for any future Fiscal Year, accompanied by a certificate or report of a Management Consultant stating that it has reviewed the assumptions and methodologies upon which such report is based and that, in the opinion of the Management Consultant, such assumptions and methodologies are reasonable and provide a reasonable basis for the conclusions of such report; and

(b) any of:

- (1) Adjusted Revenues of the Hospital for any prior Fiscal Year or period,
- (2) Maximum Annual Debt Service Requirements,
- (3) principal of (and premium, if any) and interest on and other debt service charges on any Debt, and
- (4) book value of any assets,

shall be established by an Officer's Certificate stating the amount of such item and that such amounts have been derived from the most recent financial statements of the Hospital delivered to the Trustee pursuant to Section 523 hereof; and

(c) the anticipated date of completion of any construction Project shall be established by an Officer's Certificate.

Section 103. Form of Documents Delivered to Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of any officer of a Person may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, in so far as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of a specified Person stating that the information with respect to such factual matters is in the possession of such Person, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 104. Acts of Holders. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the County and the Hospital Board. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of

execution of any such instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of the Trustee, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of Bonds shall be proved by the Bond Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Holder shall bind every Holder issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 105. Notices, etc., to Trustee, County and Hospital Board. Any request, demand, authorization, direction, notice, consent, waiver or act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with, the Trustee by any Holder or by any specified Person shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with and actually received by the Trustee at its designated corporate trust office.

Section 106. Notices to Holders; Waiver. Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears on the Bond Register, not later than the latest date, and not earlier than the earliest date, prescribed for the first giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any default in any notice so mailed to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of publication of any Authorized Newspaper, or by reason of any other cause, it shall be impossible to make publication of any notice in an Authorized Newspaper or Authorized Newspapers as required by this Indenture, then such method of publication or notification as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 107. Successors and Assigns. All covenants and agreements in this Indenture by the County, the Hospital Board and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 108. Severability Clause. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 109. Benefits of Indenture. Nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto, and their successors hereunder and the Holders, any Credit, Enhancer or Credit Confirmer, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 110. Governing Law. This Indenture shall be construed in accordance with and governed by the laws of the State of Wyoming.

Section 111. Effect of Headings and Table of Contents. The ARTICLE and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 112. Requests for Financial Information. Upon the written request of any Holder or beneficial owner of Bonds (a "Beneficial Owner") together with the mailing address of such Person, the Trustee shall promptly provide to such requesting Holder or Beneficial Owner by first-class mail, postage prepaid, at the address for such Person provided to the Trustee, a copy of the most recent financial statements provided to the Trustee by the Hospital pursuant to Section 523 hereof; provided, however, that the written request of a Beneficial Owner must be accompanied by a certification that such Person is a Beneficial Owner, upon which certification the Trustee may conclusively rely.

Section 113. Venue. Any action or proceeding relating in any way to this Indenture shall be brought and enforced in the courts of the United States of America for the District of Wyoming or the courts of Sweetwater County, Wyoming, as appropriate.

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**ARTICLE II
AUTHORIZATION, EXECUTION,
AUTHENTICATION, REGISTRATION AND DELIVERY OF BONDS**

Section 201. Series and Amount of Bonds. Bonds shall be issued under this Indenture in series created by Supplemental Indentures. Each series shall be designated to differentiate the Bonds of such series from the Bonds of any other series. The number of series of Bonds that may be created under this Indenture is not limited. The aggregate principal amount of Bonds of each series that may be created under this Indenture is not limited except as restricted by Supplemental Indentures and the provisions of Sections 203, 204 and 526 of this Indenture. The Bonds of each series shall be numbered from 1 upward, with such other designations as may be appropriate to permit identification of individual series.

Section 202. Details of Initial Bonds. The Initial Bonds shall be issued in Authorized Denominations, shall be dated the date of this Indenture, shall be numbered from R-001 upward, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) payable on each Interest Payment Date at the rates per annum and shall mature in the years and amounts as set forth in the Supplemental Indentures authorizing the issuance of the Initial Bonds.

The Initial Bonds shall bear interest (a) from the Issue Dates(s), if authenticated prior to the first Interest Payment Date, or (b) otherwise from the Interest Payment Date that is, or that immediately precedes, the date on which such Initial Bonds are authenticated (unless payment of interest is in default, in which case such Initial Bonds shall bear interest from the date to which interest has been paid).

Section 203. Issuance of Additional Bonds After Issuance of Initial Bonds in Conjunction with Adoption of Indenture. Additional Bonds of separate series and designations are hereby authorized to be issued hereunder; provided that the County and the Hospital Board shall have entered into a supplement hereto to provide, among other things, for additional payments in an amount at least sufficient to pay the principal of, premium, if any, and interest on the Additional Bonds when due; for a deposit into a Debt Service Reserve Fund (optional for any series of Bonds) which will, on the date of issuance of such series of Additional Bonds, equal the Debt Service Reserve Fund Requirement for such Additional Bonds; and for such additional covenants or conditions as the County and the Hospital Board shall deem desirable. All Additional Bonds shall be secured in the same manner as and rank on a parity with the Initial Bonds (except with respect to any Debt Service Reserve Fund or Credit Facility), but shall bear such date or dates, bear such interest rate or rates, have such maturity dates, redemption dates, options and premiums, and be issued at such prices as shall be approved in writing by the County and the Hospital Board. Upon the execution and delivery of appropriate supplements to this Indenture, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate, such Additional Bonds and deliver them to the initial purchasers thereof as directed by the County, upon receipt by the Trustee of the documents specified in Section 205 hereof.

Nothing contained herein shall be construed in such a manner as to prevent the County from issuing additional obligations payable from the Trust Estate and constituting a lien upon the Trust Estate subordinate or junior to the lien of the Bonds herein authorized, or securities secured by property not constituting part of the Trust Estate.

Nothing contained herein shall be construed so as to permit the County to issue obligations payable from the Trust Estate having a lien thereon prior or superior to the Initial Bonds.

Notwithstanding the provisions of this Section, the County, the Hospital Board and the Hospital are subject to the Limitations on Debt set forth in Section 526 of this Indenture.

Section 204. Bonds Special, Limited Obligations. The Bonds shall be special, limited obligations of the County, payable solely from the Trust Estate. The Bonds shall constitute a valid claim of the respective Holders thereof against the Trust Estate, which is pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds, and which shall be utilized for no other purpose, except as expressly authorized in this Indenture. The Bonds shall not constitute general obligations of the County and under no circumstances shall the Bonds be payable from, nor shall the Holders thereof have any rightful claim to, any income, revenues, funds or assets of the County other than those pledged hereunder as security for the payment of the Bonds. Nothing in this Section 204 or otherwise contained in this Indenture shall prohibit the County and the Hospital Board from using, at their sole election, legally available revenue of the Hospital from sources other than the Trust Estate for payment of the Bonds.

Section 205. Execution, Authentication and Delivery. The Bonds shall be executed on behalf of the County by the Chairman of the Board of County Commissioners and countersigned by the County Treasurer. All Bonds shall have the seal of the County impressed or reproduced thereon and shall be attested to by the County Clerk. The signature of at least one of these officers on the Bonds shall be manual.

Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the County shall bind the County, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time after the execution and delivery of this Indenture, the County may deliver Bonds executed by the County to the Trustee; and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

No Bonds shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on or there is attached to such Bonds a certificate of authentication substantially in the form set forth below, executed by the Trustee by manual signature, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder.

Prior to the delivery by the Trustee of each series of Bonds, there shall be delivered to the Trustee:

(a) Authorizing Resolutions of the County and the Hospital Board authorizing the issuance, execution and delivery of that series of Bonds and the execution and delivery of the Supplemental Indenture relating thereto;

(b) If the series of Bonds is to have a parity claim on the funds on deposit from time to time in a Debt Service Reserve Fund, the amount necessary to cause the amount on deposit in a Debt Service Reserve Fund to equal the Debt Service Reserve Fund Requirement after giving effect to the issuance of the Bonds of such series;

(c) An Officer's Certificate of the County and the Hospital Board stating (1) that no Event of Default under this Indenture has occurred or will result from the issuance of that series of Bonds; and (2) the provisions of this Indenture under which the Debt is to be incurred, and that the opinions and certifications, if any, required by such sections are being delivered, and that the requirements of such sections will be met and any limitations imposed by such sections will not be exceeded;

(d) An original executed counterpart of the Supplemental Indenture providing for the issuance of that series of Bonds which shall set forth the purpose

for which the Debt evidenced thereby is being incurred, the principal amount, Maturity, interest rate or rates and the other pertinent terms of the Bonds;

(e) An original executed counterpart of any other agreement, document or instrument containing all provisions that may be required in connection with the issuance of that series of Bonds, the payment therefor and the disposition of the proceeds thereof;

(f) An Officer's Certificate of the County and the Hospital Board to register that series of Bonds with the interest rates, maturities, principal amounts and other terms provided in the related Supplemental Indenture, and to authenticate and deliver the Bonds of that series to the original purchasers upon payment to the Trustee for deposit or payment in accordance with the provisions of this Indenture of the sum specified in such Order;

(g) An Opinion of Counsel to the effect that (1) the conditions set forth in this Indenture to issuance of such Bonds have been satisfied, and (2) upon the execution of such Bonds by the County and the authentication by the Trustee, such Bonds will be the valid and binding obligations of the County enforceable in accordance with their terms and will be entitled to the benefit and security of this Indenture; and

(h) In the case of Tax-Exempt Bonds, an opinion of Bond Counsel to the effect that interest on such Bonds is excludable from gross income of the owners thereof for federal income tax purposes under existing law.

Section 206. Form of Bonds. The Bonds shall be in substantially the form set forth in the Supplemental Indenture creating such series, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any regulatory body, or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their signing of the Bonds. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Bond.

Section 207. Registration, Transfer and Exchange. The County shall cause to be kept at the designated corporate trust office of the Trustee a register (sometimes herein referred to as the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of Bonds and of transfers of Bonds. The Trustee is hereby appointed registrar for the purpose of registering Bonds and transfers of Bonds as herein provided.

Upon surrender for transfer of any Bond at the office or agency of the Trustee in a Place of Payment, the County shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, one or more new Bonds of any Authorized Denominations, of a like aggregate principal amount, series, Maturity and interest rate.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denominations, of a like aggregate principal amount, series, Maturity and interest rate, upon the surrender of the Bonds to be exchanged at such office or agency. Whenever any Bonds are so surrendered for exchange, the County shall execute, and the Trustee shall authenticate and deliver, the Bonds which the Holder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

A service charge shall be made for any transfer or exchange of Bonds. The Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, other than exchanges expressly provided in this Indenture to be made without expense or without charge to Holders.

The Trustee shall not be required (1) to issue, transfer or exchange any Bonds during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds selected for redemption under Section 403 and ending at the close of business on the day of such mailing or (2) to transfer or exchange any Bond selected for redemption in whole or in part; provided that the Trustee shall, at the option of the Holder of at least \$1,000,000 in principal amount of Bonds, be required to transfer or exchange any such Bond which has been selected in whole or in part for redemption upon surrender thereof, if the Trustee makes such arrangements as it deems appropriate for notation on each new Bond issued in exchange for or upon the transfer of the Bond so selected for redemption of an appropriate legend to the effect that such new Bond has been so selected for redemption.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds. If (i) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Trustee such security or indemnity as may be required by it to save each of the County and the Trustee harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the County shall execute and upon its request the Trustee shall authenticate and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of like tenor, series, interest rate and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Trustee in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the County and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an original additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits and security of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 209. Payment of Interest on Bonds; Interest Rights Preserved. Unless otherwise provided by the Supplemental Indenture authorizing a series of Bonds, interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date

shall be paid to the Person in whose name that Bond is registered at the close of business on the Record Date for such interest.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder on the relevant Record Date by virtue of having been such Holder; and such Defaulted Interest shall be paid by the Trustee, to the Persons in whose names the Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Trustee, as agent of the County, shall determine the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of Persons entitled to such Defaulted Interest. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, shall cause notice of the date and amount of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Holder at his address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the County, cause a similar notice to be published at least once in an Authorized Newspaper, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Bonds are registered on such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Section 210. Persons Deemed Owners. The Trustee and any agent of the Trustee may treat the Person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of (and premium, if any), and (subject to Section 209) interest on, such Bond and for all other purposes whatsoever whether or not such Bond be overdue, and neither the Trustee, nor any agent of the Trustee shall be affected by notice to the contrary.

Section 211. Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange shall be delivered to the Trustee and shall be promptly cancelled by it. No Bonds shall be authenticated in lieu of or in exchange for any Bonds cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Bonds held by the Trustee shall be destroyed in accordance with its retention policies then in place.

Section 212. Temporary Initial Bonds. Pending the preparation of definitive Bonds, the County may execute, and the Trustee shall authenticate and deliver, temporary Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Bonds may determine, as evidenced by their execution of such Bonds.

If temporary Bonds are issued, the County will cause definitive Bonds to be prepared without unreasonable delay. After the preparation of definitive Bonds, the temporary Bonds shall be exchangeable for definitive Bonds upon surrender of the temporary Bonds at the office or agency

of the Trustee in a Place of Payment, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Bonds the County shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Bonds of authorized denominations. Until so exchanged, temporary Bonds shall in all respects be entitled to the same benefits under this Indenture as definitive Bonds.

Section 213. Book-Entry Only System. The Bonds to be issued in book-entry only form pursuant to this Section shall be issued in the form of a separate single fully registered Bond for each series and Stated Maturity, registered in the name of the nominee (the "Nominee") designated from time to time by the Securities Depository. The County and the Trustee are authorized to execute, deliver and take the actions set forth in such letters to or agreements (each, a "Letter of Representations") with the Securities Depository as shall be necessary to effectuate a security depository system (the "Security Depository System") with the Securities Depository.

With respect to Bonds registered in the name of the Nominee, neither the County nor the Trustee shall have any responsibility or obligation to any Person for which the Securities Depository holds Bonds from time to time as securities depository (a "Depository Participant") or to any Person on behalf of whom such a Depository Participant holds an interest in the Bonds (an "Indirect Participant"). Without limiting the immediately preceding sentence, neither the County nor the Trustee shall have any responsibility or obligation with respect to (1) the accuracy of the records of the Securities Depository, the Nominee, or any Depository Participant with respect to any ownership interest in the Bonds, (2) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of Bonds, of any notice with respect to the Bonds (other than Beneficial Owners requesting that such notices be sent to them by the Trustee and providing an address to the Trustee to which such notices shall be sent), including any notice of redemption, or (3) the payment to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of (and premium, if any) and interest on, the Bonds. While in the Security Depository System, no Person other than the Nominee, or any successor thereto, as nominee for the Securities Depository, shall receive a Bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Indenture.

If (1) the County determines that the Securities Depository is incapable of discharging its responsibilities described herein or in a Letter of Representations, (2) a Letter of Representations shall be terminated for any reason, or (3) the County determines that it is in the best interest of the Beneficial Owners of the Bonds (or any individual series of Bonds) that they be able to obtain certificated Bonds, the County shall notify the Trustee and the Securities Depository of the availability within a reasonable period of time through the Securities Depository of Bond certificates with respect to the affected Bonds, and the affected Bonds shall no longer be restricted to being registered in the name of the Nominee. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of (and premium, if any) and interest on such Bond and all notices with respect to such Bond, including notices of full or partial redemption, shall be made and given at the times and in the manner set out in the Letter of Representations. The terms and provisions of the Letter of Representations shall govern in the event of any inconsistency between the provisions of this Indenture and the Letter of Representations. the Letter of Representations may be amended without Bondholder consent.

Section 214. Incontestable Recital in Bonds. Pursuant to Wyo. Stat. §35-2-425 and this Indenture, each Bond shall recite that it is issued under the authority of a duly adopted Authorizing Resolution and this Indenture and that it is the intention of the County that such recital shall conclusively impart full compliance with all the provisions of such resolution and this Indenture and that all the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

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**ARTICLE III
FUNDS AND INVESTMENTS**

Section 301. Establishment of Funds. The County and the Hospital Board hereby establish and create the following Funds, which shall be special trust funds held by the Trustee:

- (a) Revenue Fund.
- (b) Debt Service Fund.
- (c) Debt Service Reserve Fund (one for each series, if any).
- (d) Project Fund.
- (e) Rebate Fund.

The County and the Hospital Board reserve the right to establish additional funds from time to time.

Section 302. Deposit of Proceeds. The proceeds of the sale of each series of Bonds shall be applied by the Trustee as specified in an Officer's Certificate of the County to authenticate and deliver the Bonds of such series.

Section 303. Revenue Fund. (a) There is hereby created by the County and the Hospital Board and established with the Trustee the special fund designated "Hospital Revenue Bonds Revenue Fund" (herein referred to as the "Revenue Fund"). The Hospital board shall cause monthly deposits to be made to the Revenue Fund on the _____ (____) day of each month, beginning _____, 2013, in such amounts as shall be necessary for the payments required by this Section 303 and Section 502 of this Indenture. The money deposited to the Revenue Fund, plus the accrued interest thereon, shall be held in trust and applied solely as provided in this Section, Section 502 and Section 606 of this Indenture.

(b) The Trustee shall also deposit into the Revenue Fund all amounts required to be deposited with the Trustee pursuant to Section 603(b) hereof.

(c) On the ____ (____) Business Day preceding the end of each month in which the Hospital Board has caused payments to the Trustee for deposit into the Revenue Fund, the Trustee shall withdraw and pay or deposit from the amounts on deposit in the Revenue Fund the following amounts in the order indicated:

(1) to the Trustee any fees or expenses which are then payable;

(2) to the Debt Service Fund, an amount sufficient to cause the amount on deposit in the Debt Service Fund to be equal to all unpaid interest accrued on the Bonds plus the amount of all principal of and mandatory sinking fund redemption payments on the Bonds due within the next 12-month period assuming successive monthly deposits of approximately equal amounts; provided, however, that with respect to variable rate Bonds, if any, for the purpose of accumulating amounts in the Debt Service Fund under this clause (2), such 12-month period shall be assumed to be equal to the Estimated Annual Debt Service Requirements applicable to any such series of variable rate Bonds; and

(3) to each Debt Service Reserve Fund, as necessary, an amount sufficient to restore the amount on deposit in each Debt Service Reserve Fund to equal the Debt Service Reserve Fund Requirements in not more than 12 equal monthly deposits.

(d) Any amounts remaining on deposit in the Revenue Fund on the day following the end of the month in which all Events of Default under Section 601 hereof have been cured or waived, shall be paid to the Hospital Board to be used for any lawful purpose.

Section 304. Debt Service Fund. (a) There is hereby created by the County and the Hospital Board and established with the Trustee the special fund designated "Hospital Revenue Bonds Debt Service Fund" (herein referred to as the "Debt Service Fund"). The money deposited to the Debt Service Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section and Section 606.

(b) The Trustee shall deposit to the credit of the Debt Service Fund immediately upon receipt (1) accrued interest from the sale of any series of the Bonds, (2) any amounts to be transferred from the Project Fund pursuant to Section 307(e), (3) any amounts to be transferred from a Debt Service Reserve Fund pursuant to Section 305, (4) any amounts to be transferred from the Revenue Fund pursuant to Section 303(c)(2), (5) any amounts payable by the County and the Hospital Board under Section 502, and (6) any other amounts delivered to the Trustee specifically for deposit thereto.

(c) The Trustee shall, at each Maturity of the Bonds and on each Interest Payment Date, apply the money in the Debt Service Fund to pay the principal of (and premium, if any) and interest on the Bonds then coming due.

Section 305. Debt Service Reserve Funds. (a) There will be created by the County and the Hospital Board and established with the Trustee separate special funds (if a reserve fund is necessary) for each series of Bonds issued under this Indenture (herein referred to as a "Debt Service Reserve Fund"). The money deposited to a Debt Service Reserve Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section and in Section 606.

(b) The Trustee shall deposit into a Debt Service Reserve Fund any amounts transferred from the Revenue Fund or paid by the Hospital Board for such purpose.

(c) On each date on which principal of (and premium, if any) or interest on Bonds having a claim on a Debt Service Reserve Fund pursuant to Section 203 is required to be paid, the Trustee shall transfer from the appropriate Debt Service Reserve Fund to the Debt Service Fund an amount sufficient to cause the amount on deposit in the Debt Service Fund available for distribution to the Holders of the Bonds secured by such Debt Service Reserve Fund to equal the principal of (and premium, if any) and interest on such Bonds payable from the Debt Service Fund on such date.

(d) The Trustee shall value the investments held in a Debt Service Reserve Fund at their market value on each Interest Payment Date and on the day following any withdrawal from the Debt Service Reserve Fund.

(e) If on any Interest Payment Date the Trustee determines that the money held in a Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement, then an amount not greater than such excess shall be transferred to the Debt Service Fund.

Section 306. Rebate Fund. (a) There is hereby created by the County and the Hospital Board and established with the Trustee the special fund designated "Hospital Revenue Bonds Rebate Fund" (herein referred to as the "Rebate Fund").

(b) The Trustee shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Trustee by the Hospital Board for deposit thereto and each amount directed by the Hospital Board to be transferred thereto, and the Trustee shall make payments from the Rebate Fund,

all pursuant to the provisions of the Tax Certificate and as directed by the County and the Hospital Board .

(c) The Trustee shall preserve all statements, forms, and explanations received from the County and the Hospital Board and all records of transactions in the Rebate Fund until eight years after the retirement of all of the Bonds.

(d) The Trustee may conclusively rely on the instructions of the County and the Hospital Board with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the County and the Hospital Board to supply accurate or sufficient instructions.

(e) If at any time during the term of this Indenture the County, the Hospital Board or the Trustee desires to take any action which would otherwise be prohibited by the terms of this Section, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein an opinion of Bond Counsel to the effect that such action shall not adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income of the owners thereof for federal income tax purposes and shall be in compliance with the laws of the State and the terms of this Indenture.

Section 307. Project Fund. (a) There is hereby created by the County and the Hospital Board and established with the Trustee the special fund designated "Hospital Revenue Bonds Project Fund" (herein referred to as the "Project Fund"). The Project Fund shall be used for the payment of Project Costs funded by the Initial Bonds and any future capital acquisitions and improvements. Separate accounts within the Project Fund shall be maintained by the Trustee for future capital acquisitions and improvements if the County and the Hospital Board determine separate accounts are desirable with respect to particular capital acquisitions and improvements or designated portions of capital acquisitions and improvements. The money deposited in the Project Fund, including all money therein and all investments thereof, shall be held in trust and applied solely as provided in this Section.

(b) The Trustee shall deposit to the credit of the Project Fund all amounts paid to the Trustee specifically for deposit to the credit of the Project Fund and the proceeds of each series of Bonds to the extent specified by an Officer's Certificate of the Hospital Board.

(c) The Trustee shall disburse amounts in the Project Fund to pay or reimburse the Hospital for Project Costs within three (3) Business Days following receipt of and in accordance with a Request in substantially the form set forth in the Supplemental Indenture authorizing the issuance of the Bonds.

(d) Upon completion of each Project, the County and the Hospital Board shall deliver to the Trustee an Officer's Certificate certifying: (i) that as of that date all Project Costs payable with respect to the acquisition of that Project have been paid; (ii) the amount from the Project Fund expended for Project Costs relating to that Project; and (iii) the amount from the Project Fund expended for Project Costs that are not Qualifying Costs. If, with respect to any issue of Tax-Exempt Bonds, the amount of proceeds disbursed for Project Costs which are not Qualifying Costs exceeds 10% of the Net Proceeds of such issue expended through completion of the related Project, the Hospital shall redeposit amounts into the account of the Project Fund for such issue such that the amount of proceeds disbursed for Project Costs that are not Qualifying Costs does not exceed 10% of the Net Proceeds of such issue expended through completion of the related Project.

(e) On receipt of the Officer's Certificate described in the preceding paragraph, the Trustee shall transfer any amount then on deposit in the Project Fund to the Debt Service Fund.

Section 308. Investment of Funds. (a) Pending disbursement of the amounts on deposit in any Fund, the Trustee shall promptly invest and reinvest such amounts in the Permitted Investments directed, in writing, by an Authorized Representative, subject to the limitations set forth in this Indenture. All such investments shall be credited to the Fund and account from which the money used to acquire such investments shall have come.

(b) Unless otherwise provided in an applicable supplemental indenture or in Section 307, income and profits on investments in any Fund, except for the Project Fund, the Debt Service Reserve Fund and the Rebate Fund, shall be credited to the Debt Service Fund . All income and profits on investments in excess of the Debt Service Reserve Fund Requirement shall be transferred from the Debt Service Reserve Fund to the Debt Service Fund. All income and profits on investments in the Project Fund and the Rebate Fund shall be credited to those Funds. All losses on investments shall be charged against the Fund and account to which such investments are credited. The Trustee may make any investment through its own trust department. As amounts invested are needed for disbursement from any Fund or account, the Trustee shall cause a sufficient amount of the investments credited to that Fund to be redeemed or sold and converted into cash to the credit of that Fund.

(c) The Hospital Board covenants to restrict the investment of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code and the Regulations, and the Trustee hereby agrees to comply with any written request of an Authorized Representative with respect to the investment of money in the Funds created under this Indenture.

Section 309. Trustee Relieved From Responsibility. The Trustee shall be fully protected in relying upon any written request from an Authorized Representative relating to investments and disbursements, and shall not be liable for any losses or for interest on the Tax-Exempt Bonds becoming includable in gross income for federal income tax purposes as a result of complying with any such, and shall not be required to ascertain any facts with respect to any such request.

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**ARTICLE IV
REDEMPTION OF BONDS**

Section 401. Redemption. (a) *General.* Bonds of each series may be subject to optional, sinking fund and (subject to Section 602) mandatory redemption in whole or in part and may be redeemed prior to Maturity, as provided in the Supplemental Indenture creating such series, but not otherwise. Unless otherwise provided by the Supplemental Indenture creating a Bond, the provisions of Sections 402 through 407 of this Indenture shall also apply to the redemption of Bonds.

(b) *Redemption of Bonds Upon Occurrence of Certain Events.* The Bonds shall be subject to optional redemption by the County, at the direction of the Hospital Board, in whole, or in part (pro rata with the redemption or payment of other Outstanding Bonds), upon the occurrence of one of the following events with respect to a substantial portion of the Facilities prior to Maturity, on any date at a redemption price of par plus accrued interest to the redemption date, within 365 days following the occurrence of any one of the following events (or, if later, within 60 days following the receipt of any proceeds relating to such event):

(i) the Facilities or a substantial portion thereof shall have been damaged or destroyed to such an extent that, as expressed in a Consulting Architect's Certificate filed with the Trustee, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six (6) months after commencement of restoration or repair, (y) the County and the Hospital Board are prevented or would likely be prevented from using the Facilities or a substantial portion thereof for normal purposes for a period of six (6) months or more or (z) the cost of restoration and repair would not be economically practical or desirable; or

(ii) title to the whole or any part of the Facilities or the use or possession thereof shall have been taken or condemned by a competent authority (other than the County, unless such taking or condemnation is for purposes other than hospital purposes) to such an extent that the County and the Hospital Board are prevented or would likely be prevented from using the Facilities or a substantial portion thereof for normal purposes for a period of six (6) months or more.

Section 402. Election to Redeem; Notice to Trustee. The election to redeem any Bonds, other than pursuant to any mandatory sinking fund redemption schedule, shall be evidenced by an Officer's Certificate of the County. In case of any redemption of less than all of the Bonds, the County, at the direction of the Hospital Board, shall, at least 45 days prior to the redemption date (unless waived by the Trustee), notify the Trustee of such redemption date and of the principal amount of Bonds of each Maturity and series to be redeemed.

Section 403. Selection by Trustee of Bonds to be Redeemed. If less than all the Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected prior to the redemption date by the Trustee, from the Outstanding Bonds of the series and Maturity specified by the County not previously called for redemption, by lot or such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to an Authorized Denomination) of the principal of Bonds of a denomination larger than the minimum Authorized Denomination.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

Section 404. Notice of Redemption. Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Bonds to be redeemed, at his last address appearing in the Bond Register. In addition, notice of redemption shall be sent by certified or registered mail, return receipt requested, or by overnight delivery service contemporaneously with such mailing: (1) to any Holder of \$1,000,000 or more in principal amount of Bonds and (2) to one or more information services of national recognition that disseminate redemption information with respect to municipal bonds. Notice of redemption also shall be sent by first-class mail, postage prepaid, to any bond depository registered as such pursuant to the Securities Exchange Act of 1934, as amended, that is a Holder of Bonds to be redeemed so that it is received at least two (2) days prior to the date notice is mailed to Holders generally. An additional notice of redemption shall be given by first class mail, postage prepaid, mailed not less than 60 nor more than 90 days after the redemption date to any Holder of Bonds selected for redemption that has not surrendered the Bonds called for redemption, at his last address appearing in the Bond Register.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number, certificate number (and in the case of partial redemption, the respective principal amounts), interest rates and Maturity of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date,
- (5) the name and address of the Trustee for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price.

Notice of redemption of Bonds to be redeemed shall be given by the Trustee in the name of the County and at the expense of the Hospital Board. The County may rescind an optional redemption as to which notice has been given as aforesaid by giving notice of the rescission to the Trustee five (5) Business Days prior to the redemption date. The Trustee must give notice of such rescission to the same persons and in the same manner as the notice of redemption was given no later than the second (2nd) Business Day prior to the optional redemption date. Upon the mailing of the notice of rescission to the Trustee, the optional redemption of such Series 2013A Bonds will be cancelled, and no Holder of such Series 2013A Bonds will be entitled to the redemption thereof on such date. Failure of any Holder of Series 2013A Bonds to receive such notice of rescission will not invalidate any of the proceedings taken in connection with such rescission.

In addition, at the request of an Authorized Representative, notice for any redemption not occurring as a result of sinking fund redemption or as a mandatory requirement of the terms of the Bonds shall include a statement that the redemption so noticed is conditioned on sufficient funds being held by the Trustee in the Debt Service Fund on or before noon, Minneapolis time, on the applicable redemption date to pay the full redemption price, and if at such time the amount so held is not sufficient to pay all amounts required to effect the noticed redemption in full, the redemption shall be cancelled, with all Bonds tendered for such redemption being returned to the Holders thereof, and no Event of Default or liability on the part of the County shall arise as a result of such cancellation.

Anything to the contrary contained herein notwithstanding, the failure to give any notice of redemption set forth in this Section or any defect in such notice or the mailing thereof shall not affect the validity of any proceedings for redemption of Bonds.

Section 405. Deposit of Redemption Price. Prior to any redemption date, the Hospital shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on such date.

Section 406. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County and the Hospital Board shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the County and the Hospital Board at the redemption price. Installments of interest whose Stated Maturity is on or prior to the redemption date shall be payable to the Holders of such Bonds registered as such on the relevant Record Dates according to their terms.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate borne by the Bond.

Section 407. Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered at a Place of Payment (with, if the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing) and the County shall execute and the Trustee shall authenticate and deliver to the Holder of such Bond without service charge, a new Bond or Bonds of the same series, interest rate and Maturity and of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

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**ARTICLE V
REPRESENTATIONS AND COVENANTS**

Section 501. Performance of Covenants. The County and the Hospital Board covenant that they will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture, in any and every Bond and in all proceedings of the County or the Hospital Board pertaining thereto. The County represents that it is duly authorized under the constitution and laws of the State of Wyoming, including particularly and without limitation the Hospital Act, to issue the Bonds and to execute this Indenture, to pledge the Trust Estate in the manner and to the extent herein set forth, that all actions on its part required for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken or will be duly taken as provided herein, and that this Indenture is a valid and enforceable instrument of the County and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the County according to the terms thereof.

Section 502. Payment of Principal, Premium, if any, and Interest: Other Payments. The County and the Hospital Board will promptly pay or cause to be paid the principal of (and premium, if any) and interest on all Bonds issued hereunder according to the terms hereof and the Supplemental Indenture authorizing the issuance of such Bonds. The principal, premium, if any, and interest payments are payable solely from the Trust Estate, which is hereby specifically pledged to the payment thereof in the manner and to the extent herein specified. Nothing in the Bonds or in this Indenture shall be considered or construed as pledging any funds or assets of the County or the Hospital Board other than those pledged hereby or creating any liability of the County or the Hospital Board's members, employees, or other agents.

The County and the Hospital Board shall cause to be paid until the principal of (and premium, if any) and interest on the Bonds shall have been paid or provision for the payment thereof shall have been made in accordance herewith, into the Debt Service Funds from the Revenue Fund (i) on or before the ____ () Business Day preceding the end of each month in which the Hospital has made payments to the Trustee for deposit into the Revenue Fund, amounts on deposit in the Revenue Fund in the following amounts in the order indicated: commencing with _____, 2013, an amount such that if the same amount is paid on the ____ () Business Day preceding the end of each successive month preceding the next succeeding Interest Payment Date on the Bonds then Outstanding there shall be an amount sufficient to pay the amount of interest which will become due on the Bonds on such succeeding Interest Payment Date, and (ii) on or before the ____ () Business Day preceding the end of each month in which the Hospital Board has made payments to the Trustee for deposit into the Revenue Fund, amounts on deposit in the Revenue Fund in the following amounts in the order indicated: commencing with _____, 2013, an amount such that if the same amount is paid on the ____ () Business Day preceding the end of each successive month preceding the next succeeding principal payment date on the Bonds then Outstanding there shall be an amount sufficient to pay the amount of principal which will become due on such succeeding principal payment date (whether at Maturity, upon a sinking fund redemption or otherwise); provided, however, that any amount in the Debt Service Fund on a payment date in excess of the aggregate amount required to be held pursuant to this Section as of the last payment date shall be credited against the payment due on such date. On or before the Business Day next preceding any redemption date (other than a sinking fund redemption date) for which a notice of redemption has been given pursuant to Section 402 hereof, the Hospital Board shall cause to be paid into the Debt Service Fund an amount of money which, together with other moneys available therefor in the Debt Service Fund, is sufficient to pay the principal of (and premium, if any) and interest accrued on the Bonds called for optional redemption to the redemption date. If by the Business Day prior to any principal or Interest Payment Date on the Bonds or the date any other

amounts are payable on the Bonds the amount held by the Trustee in the Debt Service Fund is insufficient to make the required payments of principal of (and premium, if any) and interest on the Bonds, the County and the Hospital Board shall forthwith pay such deficiency into the Debt Service Fund.

Subsequent to the payments required by the second paragraph of this Section, Net Pledged Revenues may be used for the payment of additional securities payable from Net Pledged Revenues including reasonable reserves therefor, as the same accrue.

In the event any moneys in the Debt Service Reserve Fund are transferred to the Debt Service Fund pursuant to Section 305 hereof or are transferred to the Rebate Fund pursuant to Section 306 hereof, the County and the Hospital Board will within twelve (12) months of the date of such transfer make or cause the Hospital to pay a deposit into the Debt Service Reserve Fund in an amount sufficient to cause the total amount in the Debt Service Reserve Fund to equal the Debt Service Reserve Fund Requirement on the Bonds then Outstanding in the manner and subject to the terms prescribed by the Trustee.

The Hospital Board agrees to pay to the Trustee the reasonable and necessary fees and expenses of the Trustee, as and when the same become due, upon submission of a statement therefor; provided, that the Hospital Board may, without creating a default hereunder, contest in good faith any such fees or expenses.

In the event the County and the Hospital Board should fail to make any of the payments required by this Section, the item or installment in default shall continue as an obligation of the County and the Hospital Board until the amount in default shall have been fully paid, and the County and the Hospital Board agree to pay the same.

Section 503. Conditions Precedent. Upon the date of issuance of any of the Bonds, the County and the Hospital Board hereby covenant that all conditions, acts, and things required by the constitution or statutes of the State of Wyoming or by the Hospital Act or by this Indenture to exist, to have happened, or to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed.

Section 504. Supplemental Indentures; Recordation of Supplemental Indentures and Security Instruments. The Trustee will cause all security instruments, financing statements, and all supplements thereto and other instruments as may be required at all times to be recorded, registered, and filed and to be kept, recorded, registered and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bond Holders and all rights of the Trustee hereunder.

Section 505. Performance of Duties. The County and the Hospital Board shall faithfully and punctually perform or cause to be performed all duties with respect to the Adjusted Revenues of the Hospital and the Facilities required by the constitution and laws of the State of Wyoming and the various resolutions and other instruments of the County or the Hospital Board, as the case may be, including, without limitation, the proper segregation of the Net Pledged Revenues.

Section 506. Further Assurances. At any and all times the County and the Hospital Board, except when otherwise required by law, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and conforming all and singular the rights, the Net Pledged Revenues, and other moneys and accounts hereby pledged or assigned, or which the County or the Hospital Board may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Indenture and to

comply with the Hospital Act and all laws supplemental thereto. The County and the Hospital Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every owner of any Bond against all claims and demands of all persons whomsoever.

Section 507. Efficient Operation and Maintenance. The Hospital Board shall at all times cause the Facilities to be properly operated in a sound and economical manner; and the Hospital Board shall maintain, preserve and keep the same properly or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted.

Section 508. Compliance with Laws, etc. The County and the Hospital Board shall observe and perform all of the terms and conditions contained in this Indenture and the Hospital Act, and all laws supplemental thereto and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the Facilities, or to the County or the Hospital Board, as the case may be.

Section 509. Payment of Taxes and Other Claims. The Hospital Board shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Facilities, or upon any part thereof, or upon any portion of the Adjusted Revenues of the Hospital, when the same shall become due (provided that with respect to assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Hospital Board shall be obligated to pay only such installments as may have become due during the term of this Indenture), and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Facilities or any part thereof, except for any period during which the same is being contested in good faith by proper legal proceedings. Neither the County nor the Hospital Board shall create or suffer to be created any lien or charge upon the Facilities, or any part thereof, or upon the Net Pledged Revenues, except the pledge and lien created by this Indenture for the payment of the Bonds, and except for Permitted Encumbrances. The Hospital Board shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Facilities, or any part thereof, or the Net Pledged Revenues; but nothing herein requires the Hospital Board to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 510. Protective Security. The County, the Hospital Board and the officers, agents and employees of the County or the Hospital Board, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds and any other securities payable from the Net Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any owner of any Bond or other security payable from the Net Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 511. No Default Certificates; Notice of Bankruptcy. Within 150 days after the end of each Fiscal Year, an Authorized Representative of the County and an Authorized Representative of the Hospital Board shall furnish to the Trustee a certificate stating that no Event of Default hereunder has occurred and is continuing and that he or she has no knowledge of an event which with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder or describing any such Event of Default or event known to him or her. The County and the Hospital Board further covenant and agree to immediately notify the Trustee of any Act of

Bankruptcy with respect to the County or the Hospital Board, respectively. Failure to deliver the certificates required by the first sentence of this Section shall not constitute an Event of Default hereunder if the County or the Hospital Board, as the case may be, promptly furnishes such certificate upon request of the Trustee.

Section 512. Tax Covenant. The County and the Hospital Board each covenants for the benefit of the owners of the Tax-Exempt Bonds that it will not take any action or omit to take any action with respect to the Tax-Exempt Bonds, the proceeds thereof, any other funds of the County and the Hospital Board or any Facilities financed with the proceeds of the Tax-Exempt Bonds if such action or omission (i) would cause the interest on the Tax-Exempt Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Tax-Exempt Bonds until the date on which all obligations of the County in fulfilling the above covenant under the Code have been met.

Section 513. Other Liens; Negative Pledge. There are no liens or encumbrances on or against the Facilities, or any part thereof, or on or against the Net Pledged Revenues derived or to be derived, except for Permitted Encumbrances. Neither the County nor the Hospital Board shall mortgage the Facilities. Neither the County nor the Hospital Board shall create, assume, incur or suffer to be created, assumed or incurred or to exist, any liens or encumbrances, except for Permitted Encumbrances, on or against the Facilities or any part thereof unless all Bonds Outstanding hereunder are equally and ratably secured by such lien or encumbrance. Nothing herein shall prohibit the Hospital from creating purchase money security interests or capital leases with respect to the Facilities other than a Project to the extent (as long as any Bonds are Outstanding) the book value of the Facilities so encumbered at any time does not exceed 10% of the book value of the Facilities.

Section 514. Corporate Existence. The County and the Hospital Board shall maintain their corporate identities and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the County or the Hospital Board, as the case may be, and is obligated by law to operate and maintain the Facilities and to fix and collect the Adjusted Revenues of the Hospital as herein provided without adversely affecting to any substantial degree at any time the privileges and rights of any owner of any Outstanding Bond.

Except as provided in the preceding paragraph, the County and the Hospital Board agree that during the term of this Indenture they will not dispose of all or substantially all of the Facilities except as provided in Section 524 hereof.

Section 515. Competent Management. The County and the Hospital Board shall employ experienced and competent management personnel for the Facilities, who shall have full control over the Facilities and shall operate the Facilities for the County and the Hospital Board, subject to the reasonable control and direction of the Hospital Board.

Section 516. Rates and Charges. The County and the Hospital Board covenant and agree to cause the Facilities to be operated as revenue producing health facilities on a nondiscriminatory basis and, in each Fiscal Year to charge such fees and rates for such Facilities and services and to exercise such skill and diligence as to provide Net Income Available for Debt Service equal to at least 125% of the Maximum Annual Debt Service Requirements payable in any Fiscal Year. Debt coverage below 125% of the Maximum Annual Debt Service Requirements will require the retention

of a Management Consultant (which, if requested by the Trustee, is accompanied by an Opinion of Counsel acceptable to the Trustee as to any conclusions of law supporting the opinion of such Management Consultant). Coverage below 100% of the Maximum Annual Debt Service Requirements will constitute an Event of Default. If in any Fiscal Year, Net Income Available for Debt Service is less than required by this Indenture, the Hospital Board will notify the Trustee not later than 180 days after the end of such Fiscal Year and within 30 days of such notice will engage a Management Consultant to make recommendations, to be set forth in a certificate of the Management Consultant at the earliest possible date. If the Hospital Board does not engage a Management Consultant within 30 days of the notice to the Trustee of such deficiency, the Trustee will engage a Management Consultant at the expense of the Hospital. A copy of such certificate of the Management Consultant shall be filed with the Hospital Board, the County and the Trustee and the Hospital Board shall (in accordance with applicable laws and governmental regulations) follow the recommendations of the Management Consultant.

Section 517. Budgets. The Hospital Board shall annually and at such other times as may be provided by law prepare and the County shall accept a budget relating to the Facilities.

Section 518. Insurance. The Hospital Board shall at all times maintain fire and extended coverage insurance, special hazard insurance, workers' compensation insurance, replacement cost insurance in an amount equal to at least 90% of the replacement cost of the Facilities, fidelity insurance, public liability insurance, medical liability insurance, and all such other insurance as is customarily maintained with respect to facilities of like character against loss of or damage to the Facilities, against loss of Adjusted Revenues of the Hospital and against public and other liability to the extent reasonably necessary to protect the interests of the County, the Hospital Board and of each owner of a Bond or any other security payable from the Net Pledged Revenues.

Every third year (or at such other interval as the Hospital Board determines) the Hospital Board, on behalf of the County, shall employ, at its expense, an Insurance Consultant to review the insurance coverage required by this Section and to render to the Hospital Board, the County and the Trustee a report as to the adequacy of such coverage given what is reasonably and customarily maintained for facilities of like character and as to its recommendations, if any, for adjustments thereto. The insurance coverage provided by this Section shall be increased or otherwise adjusted by the Hospital Board if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Hospital's costs and charges for its services. The Insurance Consultant shall also certify that such increase or other adjustments will not disqualify the Hospital for reimbursement of the cost of the insurance so adjusted under Governmental Programs (as hereinafter defined) to the extent that such programs provide such reimbursements. The insurance coverage required by this Section, and modifications thereof permitted or required by this paragraph, shall at all times be adequate and customary for hospitals of like size and type and the Insurance Consultant shall so certify in the report required by this paragraph. Anything herein to the contrary notwithstanding, the Hospital may become self-insured for all or any part of the foregoing requirements to the extent the Trustee receives (a) a certificate from an Insurance Consultant to the effect that such self-insurance program shall not disqualify the Hospital for reimbursement of the cost of such self-insurance under Medicare or Medicaid programs or any governmental programs providing similar benefits ("Governmental Programs") to the extent such programs provide such reimbursement, (b) evidence that reserves created for such self-insurance programs are deposited and maintained with an Independent corporate trustee unless the Trustee receives a certificate from an Insurance Consultant to the effect that such deposits are not required for reimbursement under the Governmental Programs, and (c) a certificate of an Insurance Consultant that self-insurance is consistent with sound risk management.

Section 519. Representations by the Hospital Board. The Hospital Board represents that it is a duly constituted county hospital board, that it has power to enter into this Indenture and that it will take all action permitted by law to satisfy its obligations and the obligations of the County hereunder.

Section 520. Completion of a Project if Project Fund Insufficient. The County and the Hospital Board acknowledge that the moneys in the Project Fund available for payment of the Costs of a Project may not be sufficient to pay the Costs of a Project in full, and agree to complete the Project and to pay that portion of the Costs of a Project in excess of the moneys available therefor in the Project Fund from any moneys legally available for such purpose. Neither the County nor the Hospital Board shall be entitled as a result of paying a portion of the Project Costs pursuant to this Section to any reimbursement therefor from the Trustee or from the Holders of any Bonds, nor shall they be entitled to any diminution in or postponement of the payments required to be paid hereunder.

Section 521. Damage, Destruction and Condemnation. If the Facilities are damaged or destroyed or if title to, or the temporary use of, the Facilities shall have been taken under the exercise of the power of eminent domain to the extent that insurance proceeds or condemnation awards, as the case may be, exceed \$500,000, such proceeds or awards shall be used either to repair or replace the Facilities or redeem Bonds pursuant to Section 401(b) hereof.

Section 522. Annual Audit and Information. The Hospital Board agrees that it will have its books and records relating to the Facilities audited annually by an Accountant as soon as practicable after the close of each Fiscal Year, and shall furnish within 150 days after the end of each Fiscal Year to the Trustee and the Credit Enhancer, if any, a copy of the audit report including a certificate as to compliance with the provisions of Section 525 hereof.

For as long as Bonds covered by a Credit Facility remain Outstanding, the Hospital Board shall provide the Credit Provider with such financial and operating information as it may reasonably request with respect to the Facilities and the Hospital and its affiliates, if any, including, but not limited to, annual audits with consolidating schedules, interim financial results on a quarterly basis, copies of annual operating budgets, capital budgets and strategic plans. The Hospital Board shall also allow access by the Credit Provider or its agents to all non-confidential records.

The Hospital Board shall also deliver to the Trustee and the Credit Provider (if any), if requested, satisfactory financial statements, reports, Accountants' letters, projections, Officer Certificates, etc. demonstrating and certifying compliance with (1) covenants and other information requested by the Credit Provider; (2) payment of other obligations; (3) continuation of business and maintenance of existence and material rights and privileges; (4) compliance with laws and material contractual obligations; (5) maintenance of property and insurance; (6) maintenance of books and records; (7) right of the Credit Provider to inspect property and books and records; (8) notices of defaults, litigation and other material events; and (9) compliance with environmental laws.

Section 523. To Keep Books, Financial Reports and Inspection by Trustee. The Hospital Board agrees to at all times keep books or records and accounts, in accordance with generally accepted accounting principles, and the Authorized Representative will furnish to the Trustee:

(1) as soon as available, and in any event within 150 days after the end of each Fiscal Year a combined or consolidated balance sheet of the Hospital as of the end of such Fiscal Year, and related statements of revenue and expenses, changes in fund balances, and changes in financial position for such Fiscal Year then ended, shown in each case in comparative form with the preceding Fiscal Year, together with the report of a nationally recognized, Independent Accountant selected by the Hospital Board, on behalf of the County, who has examined such statements in

accordance with generally accepted auditing standards, as to the fairness of presentation of such statements;

(2) a separate written statement by said Independent Accountant providing the report required by clause (1) that such Accountant has obtained no knowledge of any default in the fulfillment of any of the terms, covenants, or provisions hereof, or if such Accountant shall have obtained knowledge of any such default, such written statement shall disclose the nature of such default; and

(3) at the same time as the information required by clause (1) is delivered, the annual financial and other information required by Rule 15c2-12(b)(5)(i)(A) and (B) of the Securities and Exchange Commission.

At any and all times during normal business hours, upon the written request of the Trustee (who shall be under no duty to make such request unless directed to do so by the Holders of at least a majority in principal amount of Bonds then Outstanding), the Hospital will permit the Trustee, by its agents and attorneys, to inspect the Facilities and to examine all the books of account, records, reports, and other financial papers of the Hospital and to take copies and extracts therefrom, and the Hospital will furnish the Trustee any and all such other information as the Trustee may reasonably request with respect to the performance or observance by the County and the Hospital Board of their covenants herein.

Section 524. Disposition of Assets. As long as any Bond remains Outstanding, the Hospital Board agrees that it will not (except as provided in Section 514 hereof) in any Fiscal Year dispose of all or any part of the Facilities, the book value of which would cause the aggregate book value of Facilities disposed of in such year to exceed 5.00% of the book value of the Facilities, except in the ordinary course of business, unless the Trustee receives an Accountant's Certificate or a certificate of a Management Consultant to the effect that the Hospital Board shall be able to meet the financial tests for the issuance (on a pro-forma basis) of at least \$1.00 of Additional Bonds immediately subsequent to such disposition.

Section 525. Statement as to Compliance. The Authorized Representative of the Hospital will deliver to the Trustee, within 150 days after the end of each Fiscal Year, a written statement signed by said Authorized Representative stating that:

(1) a review of the activities of the Hospital during such year and of performance hereunder has been made under the signer's supervision, and

(2) to the best of the signer's knowledge, based on such review, the Hospital has fulfilled all its obligations hereunder throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to the signer and the nature and status thereof.

Promptly, or as otherwise required, upon the discovery of any default or any event described in Rule 15c2-12(b) (5) (i) (c) of the Securities and Exchange Commission, the Authorized Representative of the Hospital will deliver to the Trustee a written statement describing any such event or any default which has not been cured or waived under any instrument creating any material Debt, specifying such default and the nature and status thereof.

Section 526. Limitations on Debt. The Hospital shall not incur, assume, guarantee, or otherwise become liable in respect of any Debt other than the Initial Bonds and:

(a) *Short-Term.* Debt payable on demand or that matures not more than one year from the date of incurrence, extension, or renewal (other than Debt which could come

due on demand by the holder thereof, but that has a Stated Maturity greater than one year from such date), if the aggregate amount of the Debt to be incurred, all other Outstanding Debt incurred pursuant to this clause (a) and all borrowings from depreciation reserve funds do not exceed 10% of the Adjusted Revenues of the Hospital for the Fiscal Year preceding, or any consecutive 12 month period of comparable length ending within 180 days preceding, the date of incurrence, and

(b) *Long-Term.* Long-Term Debt issued after the Settlement Date if:

(1) there is delivered to the Trustee an Officer's Certificate setting forth the intended uses of the proceeds of such Long-Term Debt and, if such intended uses include the acquisition, construction or installation of land, facilities, equipment or other capital improvements, the estimated cost thereof; and

(2) the Authorized Representative shall have delivered with respect to the County and the Hospital Board to the Trustee either:

(i) Report on Historical Coverage. An Officer's Certificate to the effect that the Debt Service Coverage Ratio for all currently Outstanding Long-Term Debt (exclusive of any Outstanding Long-Term Debt that is to be refunded, redeemed or refinanced with proceeds of the Debt proposed to be incurred) and the Long-Term Debt then proposed to be incurred would have been not less than 1.25x for each of the three (3) most recently ended Fiscal Years; or

(ii) Reports on Historical and Pro Forma Coverage. The following reports or opinions:

(x) an Officer's Certificate to the effect that for the most recently ended Fiscal Year the ratio of Net Income Available for Debt Service to Annual Debt Service Requirements (which excludes Debt Service on the Debt proposed to be incurred) for that Fiscal Year was not less than 1.25x; and

(y) a report or opinion of an Independent Consultant (a "Consultant's Report") to the effect that the estimated annual Debt Service Coverage Ratio for each of the first two (2) full Fiscal Years following the Fiscal Year of the acquisition, construction, renovation or replacement being paid for with the proceeds of such additional Long-Term Debt or the proceeds of any previously incurred Debt, or following the incurrence of Long-Term Debt for other purposes, will be not less than 1.50x after giving effect to the incurrence of such additional Long-Term Debt and the application of the proceeds thereof or of such previously incurred Debt, as the case may be;

provided, however, that in the event that an Independent Consultant shall deliver a report to the Trustee to the effect that state or federal laws or regulations or administrative interpretations of such laws or regulations then in existence do not permit or by their application make it impracticable for the County and the Hospital Board to produce the required ratios set forth in (i) or (ii) above, then such ratios shall be reduced to the highest practicable ratios then permitted by such laws or regulations but in no event less than 1.00.

(c) *Pledge Anticipation.* Debt the principal of which is fully secured by a security interest in pledges, confirmed in writing, to make a donation, gift, or other charitable contribution on or before the Maturity of such Debt and is not secured by any other property of the Hospital;

(d) *Credit Enhancement.* Debt consisting of an obligation to reimburse payments made under a letter of credit, policy of insurance, bond indenture, purchase agreement or similar credit or liquidity support obtained to secure payment of other Debt incurred pursuant to this Section 526 and to pay interest thereon until paid;

(e) *Completion Debt.* Debt incurred for the purpose of financing the completion of constructing, renovating, or equipping facilities for which Long-Term Debt has theretofore been incurred in accordance with the provisions hereof, if an Officer's Certificate is delivered to the Trustee stating that the amount of such Debt does not exceed the amount (including reserve funds and capitalized interest) necessary to provide a completed and equipped facility of the type contemplated at the time that such other Debt was originally incurred and that such other Debt was estimated when incurred to be sufficient to provide such a completed and equipped facility;

(f) *Subordinated Debt.* Debt subordinate in right of payment to the payment of the Bonds upon liquidation or reorganization and upon the occurrence and continuance of an Event of Default if the aggregate amount of such Debt and all other Debt incurred pursuant to this clause (f) does not exceed 15% of the Adjusted Revenues of the Hospital for the Fiscal Year preceding, or any consecutive period of comparable length ending within 180 days preceding the date of incurrence; and

(g) *Refunding Debt.* Debt incurred to refund or defease any Debt if the Maximum Annual Debt Service Requirements in respect of such Debt for the Fiscal Year in which such Debt is to be incurred or any future Fiscal Year does not exceed 115% of the Maximum Annual Debt Service Requirements during such period in respect of the Debt being refunded or defeased.

Unless the provisions of (b) above are met, Debt issued under (e) or (f) shall have a combined limit of 15% of the Adjusted Revenues of the Hospital.

For purposes of this Section 526, Debt shall generally be deemed to be "incurred" by the Hospital whenever the Hospital shall create, assume, guarantee or otherwise become liable in respect thereof.

* * * * *

ARTICLE VI

REMEDIES OF THE TRUSTEE AND HOLDERS OF BONDS IN EVENT OF DEFAULT

Section 601. Events of Default. “Event of Default,” whenever used herein means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of the principal of (and premium, if any) and interest on any Bond at its Stated Maturity; or

(2) default in the performance, or breach, of any covenant or agreement on the part of the County or the Hospital Board contained in this Indenture or any Supplemental Indenture (other than a covenant or agreement whose performance or observance is elsewhere in this Section specifically dealt with) and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, (i) to the County or the Hospital Board by the Trustee, or (ii) to the County, the Hospital Board and the Trustee by the Holders of at least 25% in principal amount of Bonds then Outstanding, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; provided that if such default can be cured by the defaulting entity but cannot be cured within the 30-day curative period described above, it shall not constitute an Event of Default if corrective action is instituted by such entity within such 30-day period and diligently pursued until the default is corrected; or

(3) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the County a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization or arrangement of the County under the federal Bankruptcy Code or any other similar applicable federal or state law, and such decree or order shall have continued undischarged and unstayed for a period of 90 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of the County or its property, or for the winding up or liquidation of the County’s affairs, shall have been entered, and such decree or order shall have remained in force undischarged and unstayed for a period of 90 days; or

(4) the County shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the institution of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or arrangement under the federal Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the County in furtherance of any of the aforesaid purposes; or

(5) an event of default, as therein defined, under any instrument under which Bonds may be incurred or secured, occurs and is continuing beyond the applicable period of grace, if any.

Section 602. Acceleration of Maturity in Certain Cases; Rescission and Annulment.

(a) If an Event of Default (other than an Event of Default described in clause (2) of Section 601 of the Indenture resulting solely from a failure to provide information required under Rule 15c2-12(b)(5)(i) of the Securities and Exchange Commission pursuant to clause (3) of Section 523 and Section 525 of the Indenture) occurs and is continuing, the Trustee may, and upon the written request to the Trustee by the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall, subject to the requirements of Section 7.03(e) of the Indenture, by written notice to the County and the Hospital Board (and to the Trustee if given by the Holders), declare the principal of the Bonds and all interest accrued thereon to the date of acceleration to be immediately due and payable; provided, however, that with respect to each Credit Facility or Credit Confirmation then in effect and under which the related Credit Enhancer and Credit Confirmer are not both then in payment default, the consent of each such Credit Enhancer and Credit Confirmer shall be required prior to any such declaration.

At any time after such a declaration of acceleration has been made and before the entry of a judgment or decree for payment of the money due, the Trustee may, or the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, may by written notice to the County and the Hospital Board (and to the Trustee if given by the Holders), and subject to the requirements of Section 7.03(e) of the Indenture, direct the Trustee to, rescind and annul such declaration and its consequences if:

(1) the County or the Hospital Board has caused to be paid or deposited with the Trustee a sum sufficient to pay:

(A) all overdue installments of interest on all Bonds;

(B) the principal of, and premium, if any, on Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Bonds;

(C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel;

(D) the Credit Facility has been reinstated for the full amount of Bonds Outstanding prior to the acceleration; and

(2) all Events of Default, other than the non-payment of the principal of Bonds which have become due solely by such acceleration, have been cured or waived as provided in Section 613.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 603. Collection of Indebtedness and Suits for Enforcement by Trustee.

(a) The County and the Hospital Board each covenants that if:

(1) default is made in the payment of any installment of interest on any Bond when such interest becomes due and payable, or

(2) default is made in the payment of the principal of (or premium, if any) on any Bond when such principal becomes due and payable,

the Hospital Board will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Bonds, the whole amount then due and payable on such Bonds for principal (and premium, if any) and interest, with interest upon the overdue principal (and premium, if any); and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel.

If the Hospital Board fails to pay any of the foregoing amounts forthwith upon demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the County and the Hospital Board or any other obligor upon the Bonds and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the County or the Hospital Board or any other obligor upon the Bonds, wherever situated. If an Event of Default occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

(b) If an Event of Default under Section 601(1) hereof shall occur and continue for a period of 10 days, the Hospital Board shall deposit with the Trustee all of its Net Pledged Revenues (except to the extent otherwise provided by or inconsistent with any instrument creating any mortgage, lien, charge, encumbrance, pledge or other Bond interest granted, created, assumed, incurred or existing in accordance with the provisions of Section 513 hereof) during each succeeding month, beginning on the first day thereof and on each day thereafter, until no default under Section 601(1) hereof then exists.

Section 604. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the County, the Hospital Board or any other obligor upon the Bonds or property of County, the Hospital Board or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee

shall have made any demand on the County or the Hospital Board for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(i) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel) and of the Holders allowed in such judicial proceeding, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel, and any other amounts due the Trustee under this Indenture.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 605. Trustee May Enforce Claims Without Possession of Bonds. All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel, be for the ratable benefit of the Holders in respect of which such judgment has been recovered.

Section 606. Application of Money Collected. Any money held or collected by the Trustee pursuant to this ARTICLE (excluding any amounts collected under a Credit Facility or a Credit Confirmation) during the continuance of any Event of Default described in Section 601(1) shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: To the payment of all amounts due the Trustee under this Indenture, including, but not limited to, extraordinary fees;

Second: To the payment of the amounts then due and unpaid upon the Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Bonds for principal (and premium, if any) and interest, respectively; and

Third: To the Hospital Board any remaining amounts of money so collected.

Section 607. Limitation on Suits. No Holder of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Holders of not less than 25% in principal amount of the Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders, or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Holders.

Section 608. Unconditional Right of Holders to Receive Principal, Premium and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond, but solely from the sources provided in this Indenture, on the respective Stated Maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

Section 609. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the County, the Hospital Board, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 610. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 611. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this ARTICLE or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 612. Control by Holders. The Holders of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that

- (1) such direction shall not be in conflict with any rule of law or with this Indenture, and
- (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 613. Waiver of Past Defaults. The Holders of not less than a majority in principal amount of the Outstanding Bonds may on behalf of the Holders of all the Bonds waive any past, default hereunder and its consequences, except

- (1) a default in the payment of the principal of (or premium, if any) or interest on any Bond, or
- (2) a default in respect of a covenant or provision hereof which under ARTICLE VIII cannot be modified or amended without the consent of the Holder of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 614. Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Bonds, or to any suit instituted by any Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Bond on or after the respective Stated Maturities expressed in such Bond (or, in the case of redemption, on or after the redemption date).

Section 615. Waiver of Stay or Extension Laws. The County and the Hospital Board covenant (to the extent that they may lawfully do so) that they will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the County and the Hospital Board (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenant that

they will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 616. No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or any indenture supplemental hereto, or in any Bond, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer or employee, as such, of the County or the Hospital Board or of any successor thereto, either directly or through such County or the Hospital Board, whether by virtue of any constitution or statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the Bonds are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the any past, present or future member, officer or employee, as such, of the County or the Hospital Board or any successor thereto, or any of them, because of the creation of indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, director, officer or employee, as such, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of such Bonds.

Section 617. Limitation on Remedies For Failure to Provide Information. If a default occurs under clauses (1) and (3) of Section 523 and Section 525 as a result of the failure to provide any information required by Rule 15c2-12 of the Securities and Exchange Commission, the sole remedy for such default shall be an action for specific performance or mandamus, and no damages, fees, expenses or costs shall be awarded to any Person other than the Trustee as a result of any action to enforce the performance by the County or the Hospital Board of those covenants.

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**ARTICLE VII
CONCERNING THE TRUSTEE**

Section 701. Duties and Liabilities of Trustee. (a) Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the specific requirements of this Indenture.

(b) In case any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonably prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except, that:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability or the payment of its fees and expenses is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 702. Notice of Defaults. Within 60 days after the occurrence of any default of which the Trustee is deemed to have knowledge hereunder, the Trustee shall transmit by mail to all Holders, notice of such default, unless such default shall have been cured or waived or unless corrective action to cure such default has been instituted and is being pursued such that such default does not constitute an Event of Default; provided, however, that except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bonds or in the payment of any sinking fund installment, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Holders; and provided, further, that in the case of any default of the character specified in Section 601(2) no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 703. Certain Rights of Trustee. Except as otherwise provided in Section 701:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and shall not be required to verify the accuracy of any information or calculations required to be included therein or attached thereto;

(b) Any request or direction of any Person mentioned herein shall be sufficiently evidenced by a Request of such Person; and any resolution of the County or the Hospital Board may be evidenced to the Trustee by an Authorizing Resolution;

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate;

(d) The Trustee may consult with Counsel and the written advice of such Counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in connection with such request or direction and for the payment of the Trustee's fees in connection therewith;

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises, personally or by agent or attorney;

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the negligence or misconduct of such Persons appointed by the Trustee with due care hereunder;

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder unless the Trustee shall be specifically notified of such Event of Default in writing by the Holder of an Outstanding Bond, and in the absence of such notice the Trustee may conclusively assume that no Event of Default exists; provided, however, that the Trustee shall be required to take and be deemed to have notice of its failure to receive the moneys necessary to make payments when due of principal (and premium, if any) or interest on any Bond; and

(i) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

Section 704. Not Responsible For Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds (other than the certificate of authentication on such Bonds) shall be taken as the statements of the County and the Hospital Board and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the County or the Hospital Board of any of the Bonds or of the proceeds of such Bonds.

Section 705. Trustee May Own Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the County and the Hospital Board with the same rights it would have if it were not Trustee.

Section 706. Moneys to Be Held in Trust. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any moneys received by it hereunder other than such interest as it expressly agrees to pay.

Section 707. Compensation and Expenses of Trustee. The County and the Hospital Board agree:

(1) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder, including, but not limited to, extraordinary fees;

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and Counsel) except any such expense, disbursement or advance as may arise from its negligence or bad faith; and

(3) to the extent allowable by law, to indemnify the Trustee for, and to defend and hold it harmless against, any loss, liability or expenses incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As such security for the performance of the obligations of the County and the Hospital Board under this Section, the Trustee shall have a lien prior to the Bonds upon all property and funds held or collected by the Trustee as such.

Section 708. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the

United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$75,000,000, subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this ARTICLE.

Section 709. Resignation and Removal; Appointment of Successor. (a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this ARTICLE shall become effective until the acceptance of appointment by the successor Trustee under Section 710.

(b) The Trustee may resign at any time by giving written notice thereof to the County and the Hospital Board. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Holders of a majority in principal amount of the Outstanding Bonds, delivered to the Trustee, the County and the Hospital Board.

(d) If at any time:

(1) the Trustee shall cease to be eligible under Section 708 and shall fail to resign after written request therefor by the County and the Hospital Board or by any such Holder, or

(2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the County and the Hospital Board may remove the Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the County and the Hospital Board shall promptly appoint a successor Trustee. If, within one (1) year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by act of the Holders of a majority in principal amount of the Outstanding Bonds delivered to the County and the Hospital Board and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the County and the Hospital Board .

(f) The County and the Hospital Board shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders at their addresses as shown in the Bond Register. Each notice shall include the name and address of the designated corporate trust office of the successor Trustee.

(g) While a Credit Facility or Credit Confirmation is in effect and the related Credit Enhancer and Credit Provider are not both then in payment default thereunder, such Credit Enhancer and Credit Confirmer may, at any time, remove the Trustee for "cause" by notice to the Trustee, the

County and the Hospital Board. The Trustee shall continue to act as Trustee hereunder and have the right to proceed to cure any gross negligence, willful misconduct or failure or unwillingness to perform its duties (any of which shall be deemed to constitute "cause") for a period of two (2) weeks. If such cure is not effected within such time, the Trustee's functions hereunder will be terminated immediately upon appointment of a successor Trustee by the County and the Hospital Board.

(h) Anything in this Indenture to the contrary notwithstanding, with respect to each Credit Facility and Credit Confirmation under which the Credit Enhancer and the Credit Confirmer are not both then in default, no successor Trustee may be appointed without the prior written consent of each such Credit Enhancer and Credit Confirmer.

Section 710. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the County, the Hospital Board and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the County and the Hospital Board or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to the successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the County and the Hospital Board shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this ARTICLE.

Section 711. Merger or Consolidation. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this ARTICLE, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 712. Secondary Market Information. (a) The Trustee shall timely file with the Municipal Securities Rulemaking Board ("MSRB") any information filed with it pursuant to clauses (1) and (3) of Section 523 and Section 525 ("Secondary Market Information"). The Trustee shall also give notice to the Holders of any filing made by it pursuant to this subsection.

(b) This Section governs the County and the Hospital Board's direction to the Trustee with respect to certain information to be made public. In acting under this Section, the Trustee is not acting as Trustee but as the County and the Hospital Board's agent; provided, that the Trustee shall be entitled to the same protection in so acting under this Section as it has in acting as Trustee under this Indenture. This Section is not intended to create, limit or affect the rights of the Holders.

(c) The County and the Hospital Board direct the Trustee to make public the Secondary Market Information, and the Trustee agrees to act as the County and the Hospital Board's agent in so making public the Secondary Market Information to EMMA no later than the first Business Day following receipt by the Trustee of such item of Secondary Market Information from the County and the Hospital Board.

(d) The County and the Hospital Board agree to pay or reimburse the Trustee for reasonable fees and expenses incurred by the Trustee for services rendered in accordance with this Section, as described in Section 707 of this Indenture.

(e) The County and the Hospital Board shall be responsible for the accuracy and completeness of any Secondary Market Information provided to the Trustee for public dissemination pursuant to this Section, and the Trustee shall not be responsible for the accuracy or completeness of any such Secondary Market Information. The substance of the preceding sentence may be stated in any Secondary Market Information disseminated pursuant to this Section.

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**ARTICLE VIII
SUPPLEMENTAL INDENTURES**

Section 801. Supplemental Indentures Without Consent of Holders. Without the consent of the Holders of any Bonds, the County and the Hospital Board, when authorized by Authorizing Resolutions, and the Trustee at any time may enter into or consent to one or more Supplemental Indentures, subject to Section 803 hereof, for any of the following purposes; provided, however, that except in the case of clause (1) below, for which no additional consents shall be necessary, with respect to each Credit Facility or Credit Confirmation then in effect if the related Credit Enhancer and Credit Confirmer are not both then in payment default thereunder, the Trustee shall have received the consent of such Credit Enhancer and Credit Confirmer prior to the execution of any Supplemental Indenture:

- (1) to authorize a series of Additional Bonds;
- (2) to add to the covenants for the benefit of the Holders or a Credit Enhancer;
- (3) to cure any ambiguity or to correct or supplement any provision herein or therein which may be inconsistent with any other provision herein or therein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with this Indenture, provided such action shall not materially adversely affect the interests of the Holders;
- (4) to modify or supplement this Indenture in such manner as may be necessary or appropriate to qualify this Indenture under the Trust Indenture Act, or under any similar federal or state statute or regulation, including provisions whereby the Trustee accepts such powers, duties, conditions and restrictions hereunder and the County and the Hospital Board undertake such covenants, conditions or restrictions additional to those contained in this Indenture as would be necessary or appropriate so to qualify this Indenture; provided, however, that nothing herein contained shall be deemed to authorize inclusion in this Indenture or in any Supplemental Indenture, provisions referred to in Section 316(a)(2) of the said Trust Indenture Act or any corresponding provision provided for, in any similar statute hereafter in effect;
- (5) to make any amendment to any provision of this Indenture or to any Supplemental Indenture which is only applicable to Bonds issued thereafter or which will not apply so long as any Bond then Outstanding remains Outstanding; and
- (6) to assign and pledge under this Indenture additional revenues, properties or collateral.

Section 802. Supplemental Indentures With Consent of Holders. With the consent of the Holders of not less than a majority in principal amount of the Outstanding Bonds, by act of said Holders delivered to the County and the Hospital Board, the County and the Hospital Board, when authorized by Authorizing Resolutions, and the Trustee may enter into or consent to a Supplemental Indenture (subject to Section 803 hereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the Holder of each Outstanding Bond affected thereby,

- (1) change the Stated Maturity of the principal of, or any installment of interest on, any Bonds or any date for mandatory redemption thereof, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which, any Bonds or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such

payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the redemption date), or

(2) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose Holders is required for any such Supplemental Indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or

(3) modify any of the provisions of this Section , except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Bond affected thereby.

It shall not be necessary for any act of Holders under this Section 802 to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act of Holders shall approve the substance thereof.

Section 803. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by any Supplemental Indenture permitted by this ARTICLE or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 701) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture or consent is authorized or permitted by this Indenture and will not adversely affect the tax-exempt status of the Bonds. The Trustee may, but shall not (except to the extent required in the case of a Supplemental Indenture entered into under Section 801(5)) be obligated to, enter into any such Supplemental Indenture or consent which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 804. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this ARTICLE, this Indenture shall, with respect to each series of Bonds to which such Supplemental Indenture applies, be modified in accordance therewith, and such Supplemental Indenture shall form a part of this Indenture for all purposes, and every Holder of Bonds thereafter or (except to the extent provided pursuant to Section 801(6)) theretofore authenticated and delivered hereunder shall be bound thereby.

Section 805. Bonds May Bear Notation of Changes. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this ARTICLE may bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the County and the Hospital Board or the Trustee shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee, to any such Supplemental Indenture may be prepared and executed by the County and the Hospital Board and authenticated and delivered by the Trustee in exchange for Bonds then Outstanding.

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ARTICLE IX
SATISFACTION AND DISCHARGE OF INDENTURE;
UNCLAIMED MONEYS

Section 901. Satisfaction and Discharge of Indenture. If at any time the County and the Hospital Board shall have paid or caused to be paid the principal of (and premium, if any) and interest on all the Bonds Outstanding hereunder, as and when the same shall have become due and payable, and if the County and the Hospital Board shall also pay or provide for the payment of all other sums payable hereunder, including all of the Trustee's fees and expenses pursuant to Section 707 hereof, then this Indenture shall cease to be of further effect (except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, defaced, or apparently destroyed, lost or stolen Bonds, (iii) rights of Holders to receive payments of principal thereof (and premium, if any) and interest thereon and remaining obligations of the County and the Hospital Board to make mandatory sinking fund payments, if any, (iv) the rights, remaining obligations, if any, and immunities of the Trustee hereunder and (v) the rights of the Holders as beneficiaries hereof with respect to the property so deposited with the Trustee payable to all or any of them) and the Trustee, upon receipt of an Officer's Certificate and an Opinion of Counsel to the effect that the conditions precedent to the satisfaction and discharge of this Indenture have been fulfilled, and at the cost and expense of the County and the Hospital Board, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the County and the Hospital Board to the Trustee under Section 707 and, if funds shall have been deposited with the Trustee pursuant to Section 902, the obligations of the Trustee under Section 903 shall survive.

Section 902. Bonds Deemed Paid. Bonds of any series shall be deemed to have been paid if (1) in case said Bonds are to be redeemed on any date prior to their Stated Maturity, the County and the Hospital Board shall have given to the Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Bonds on said redemption date, (2) there shall have been deposited with the Trustee either money sufficient, or Defeasance Obligations the principal of and the interest on which will provide money sufficient without reinvestment (as established by an Officer's Certificate delivered to the Trustee accompanied by a report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based), to pay when due the principal of (and premium, if any) and interest due and to become due on said Bonds on and prior to the Maturity thereof, and (3) in the event said Bonds are not by their terms subject to redemption within the next 45 days, the County and the Hospital Board shall have given the Trustee in form satisfactory to it irrevocable instructions to give a notice to the Holders of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such Maturity date upon which moneys are to be available for the payment of the principal of (and premium, if any) and interest on said Bonds.

Section 903. Application of Trust Money. The Defeasance Obligations and money deposited with the Trustee pursuant to Section 902 and principal or interest payments on any such Defeasance Obligations shall be held in trust, shall not be sold or reinvested, and shall be applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through any paying agent as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money or Defeasance Obligations were deposited; provided that, upon delivery to the Trustee of an Officer's Certificate (accompanied by the report of an Independent Accountant setting forth the calculations upon which such Officer's Certificate is based) establishing that the money and Defeasance Obligations on deposit following the taking of the proposed action will be sufficient for the purposes described in clause (2) of Section 902, any money received from principal or interest payments on Defeasance

Obligations deposited with the Trustee or the proceeds of any sale of such Defeasance Obligations, if not then needed for such purpose, shall, upon written direction of the County and the Hospital Board, be reinvested in other Defeasance Obligations or disposed of as requested by the County and the Hospital Board. For purposes of any calculation required by this ARTICLE, any Defeasance Obligation which is subject to redemption at the option of its issuer, the redemption date for which has not been irrevocably established as of the date of such calculation, shall be assumed to cease to bear interest at the earliest date on which such obligation may be redeemed at the option of the issuer thereof and the principal of such obligation shall be assumed to be received at its stated Maturity.

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ARTICLE X MISCELLANEOUS

Section 1001. Evidence of Signature of Holders and Ownership of Bonds. Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Holders may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Bonds shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Holder or his or her attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he purports to act that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The ownership of any Bond and the amount and numbers of such Bonds and the date of owning the same shall be proved by the registration books of the County kept by the Trustee.

Any request or consent of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the County and the Hospital Board or the Trustee in accordance therewith.

Section 1002. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the County and the Hospital Board, the Trustee and the Holders of the Bonds, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture contained by and on behalf of the County and the Hospital Board shall be for the sole and exclusive benefit of the County and the Hospital Board, the Trustee and the Holders of the Bonds.

Section 1003. Titles, Headings, Etc. The titles and headings of the ARTICLES, sections, and subsections of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 1004. Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 1005. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Wyoming.

Section 1006. Execution in Counterparts; Final Agreement. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This written Indenture represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 1007. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows: if to the County, at 80 West Flaming Gorge, P.O. Box 730, Green River, Wyoming 82935, Attention: County Clerk; if to the Hospital Board, P.O. Box 1359, Rock Springs, Wyoming 82902, Attention: President; if to the Hospital, at 1200 College Drive, Rock Springs, Wyoming 82901, Attention: Chief Executive Officer; and if to the Trustee, at 1740 Broadway, MAC C7300-107, Denver, CO 80274, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate, or other communication given hereunder by the County, the Hospital Board or the Trustee shall also be given to the other parties hereto. The County, the Hospital Board, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 1008. Governmental and Sovereign Immunity. No provision, covenant or agreement contained in this Indenture or any obligations herein imposed upon the County, or the breach thereof, shall constitute or give rise to a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth herein, the County has not obligated itself except with respect to the Facilities and the application of the Net Pledged Revenues therefrom, as hereinabove provided.

The County hereby invokes and does not waive its Governmental and Sovereign Immunity, as provided by any applicable law including Wyo. Stat §1-39-101 et seq., by entering into this Indenture. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Indenture except as to actions brought to enforce the terms and conditions of this Indenture. The Bonds shall be payable solely from the revenues and funds pledged therefore under this Indenture. This Indenture and the Bonds shall not constitute or become a general obligation or charge against the County, its general credit or taxing power.

Section 1009. No Pecuniary Liability of Hospital Board. No provision, covenant or agreement contained in this Indenture or any obligations herein imposed upon the Hospital Board, shall constitute or give rise to a pecuniary liability of the members of the Hospital Board. In making the agreements, provisions and covenants set forth herein, the Hospital Board has not obligated itself except with respect to the Facilities and the application of the Net Pledged Revenues therefrom, as hereinabove provided.

Section 1010. Substitution of County. Subject to Section 514 hereof, if for any reason the Hospital Board ceases to exist during the term of this Indenture, all references herein to the Hospital Board shall be deemed to be references to the County and the County shall succeed to all rights and obligations of the Hospital Board hereunder.

Section 1011. Police Power. Nothing herein prohibits or otherwise limits or inhibits the exercise by the federal government, the State of Wyoming, any agency thereof or any public body thereof, including, without limitation, the County, of the police power; i.e., essential governmental powers for the public welfare. The provisions hereof are subject to any proper exercise hereafter of the police power thereby. The County cannot contract away the police power thereof nor limit or inhibit by contract the proper exercise of the police power thereby, and this Indenture does not purport to do so.

Section 1012. Warranty Upon Issuance of Bonds. Any Bonds authorized as herein provided, when duly executed and delivered for the purpose provided for in this Indenture shall constitute a warranty by and on behalf of the County for the benefit of each and every future Holder of any of the Bonds, that the Bonds have been issued for a valuable consideration in full conformity with law.

Section 1013. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercise of any right, as provided in this Indenture, shall be a legal holiday, a day on which banking institutions in Minneapolis, Minnesota, are authorized by law to remain closed or a day the Federal Reserve is closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Indenture.

Section 1014. Continuing Disclosure. The County, the Hospital Board and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of that certain Continuing Disclosure Agreement executed and delivered by the County and the Hospital Board on the initial date of delivery of the Bonds. In the event of a failure of the County, the Hospital Board or the Trustee to comply with the Continuing Disclosure Agreement, any Bond Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County, the Hospital Board or the Trustee, as the case may be, to comply with its obligations under this Section. A default under the Continuing Disclosure Agreement shall not be deemed an event of default under this Indenture.

IN WITNESS WHEREOF, the County, the Hospital Board and the Trustee have caused this Indenture to be signed on their behalf by their duly authorized representatives as of the date first written above.

SWEETWATER COUNTY, WYOMING

By: _____
Chairman, Board of County Commissioners

ATTESTED:

By: _____
County Clerk

[Counterpart Signature Page to Indenture]

**BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF SWEETWATER COUNTY**

By: _____
President

ATTESTED:

By: _____
Secretary

[Counterpart Signature Page to Indenture]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Title: _____

ATTESTED:

By: _____
Title: _____

