

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, July 16, 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: 7-2-13

ACCEPTANCE OF BILLS

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

PUBLIC HEARING

Approval of the Sweetwater County Judicial
Planning Grant Application and Related
Documents

COMMISSIONER COMMENTS/REPORTS

8:45 Commissioner Van Matre
8:55 Commissioner West
9:05 Commissioner Bailiff
9:15 Commissioner Kolb
9:25 Chairman Johnson

COUNTY RESIDENT CONCERNS

9:35

ACTION/PRESENTATION ITEMS

9:45 Approval of the Countywide Consensus Block
Grant Award and Certification Statement

9:55 Commissioner Approval of Circuit Court
Magistrates

- 10:00** Approval of Engagement Letter for FY 2013 Audit
- 10:10** Publication of Gross Salaries for Sweetwater County dated July, 2013
- 10:15** Airport Board Appointment
- 10:20** Skywest- Minimum Revenue Guarantee Grant Agreement
- 10:30** A Resolution to Nullify the Municipal Ordinances of the City of Rock Springs, Wyoming which Extend the City's Jurisdiction Beyond its Corporate Limits by One-Half Mile
- 10:50** MOU between Northern Arapaho Department of Family Services and the SWCO Juvenile Detention Center
- 10:55** Agreement between Natrona County and SWCO to Permit Natrona County to Accept Juveniles from SWCO in its Juvenile Detention Facility
- 11:00** Request to Re-Staff Detention Officer Vacancy
- 11:05** Award of 2013 Chip Seal Project
- 11:10** Award of 2013 Asphalt Overlay Project (OCI Entrance Road)
- 11:15** 333 Broadway Bank Building Surplus Sale Report

OTHER

11:25

EXECUTIVE SESSION(S) AS NEEDED

LUNCH

ACTION/PRESENTATION ITEMS CONTINUED

- 1:30** Resolution Concerning the Acquisition and Construction of Roadway Improvements for the County

This will be a joint meeting with the members of the SWCO 2013 Specific Purpose Tax Joint Powers Board with respect to the financing of improvements for the member entities of the board

ADJOURN

July 2, 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

Commissioner Kolb moved to approve the agenda. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Approval of Minutes: 6-18-13, 6-19-13 & 6-27-13

Commissioner West moved to approve the minutes dated June 18, 19 and 27, 2013. Commissioner Bailiff seconded the motion. With no discussion, the motion was approved unanimously.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports, Bonds (Official Bond and Oath) and Abates/Rebates

Commissioner Kolb moved to approve. Commissioner West seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
	Salaries (Net)		930,899.57
55241	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	31.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	46.95
5	Jury Witness Fees	Clk Dist Crt	250.00
6	Jury Witness Fees	Clk Dist Crt	30.00
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	250.00
9	Jury Witness Fees	Clk Dist Crt	368.65
55250	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	250.00
5	Jury Witness Fees	Clk Dist Crt	368.65
6	Jury Witness Fees	Clk Dist Crt	250.00
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	30.00
9	Jury Witness Fees	Clk Dist Crt	30.00
55260	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	368.65
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	31.95
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
55270	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	256.26
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	250.00
55280	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	368.65
7	Jury Witness Fees	Clk Dist Crt	368.65
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
55290	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	250.00
2	Jury Witness Fees	Clk Dist Crt	116.70
3	Jury Witness Fees	Clk Dist Crt	31.95
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	46.95

7	Jury Witness Fees	Clk Dist Crt	368.65
8	Jury Witness Fees	Clk Dist Crt	250.00
55299	Jury Witness Fees	Clk Dist Crt	46.95
55301	Bank Of The West	Gen Accts	1,413.59
2	Amazon	Clk	25.87
3	Bridger Valley Electric Assn	Farson R & B	151.99
4	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, RS Off Bld A, Flt Veh Main, Fire Marshal, Coroner	433.61
5	Centurylink	GR Cir Court, IT Dept, Clk Dist Crt, GR Fcl Mt CH, Land Use, Road & Bridg, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Shrf Emg Mgt, Comm Nur-Hom	560.82
6	Centurylink	Comm Nur-Hom, Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Road & Bridg, Land Use	860.76
7	Centurylink	IT Dept, Elect, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Vet Services, Shrf Emg Mgt, Comm Nur-Hom	1,044.84
8	Centurylink	Elect	24.76
9	Centurylink	Shrf	70.95
55310	Home Depot Credit Service	GR Fcl Mt CH	10.98
1	Paetec	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, Grants Proj, GR Cir Court, IT Dept, Coroner, Land Use, Clk Dist Crt	307.97
2	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	333.71
3	Payment Remittance Center	Coroner	34.62
4	Payment Remittance Center	IT Dept	114.65
5	Payment Remittance Center	GR Fcl Mt CH	41.79
6	Payment Remittance Center	Clk, Elect	127.06
7	Payment Remittance Center	Elect	254.22
8	Payment Remittance Center	Elect	416.24
9	Payment Remittance Center	Vet Services	109.69
55320	Payment Remittance Center	Vet Services	300.87
1	Payment Remittance Center	Vet Services	120.24
2	Payment Remittance Center	Fire Marshal, Treas, Assess	73.62
3	Payment Remittance Center	Co Atrny, Elect	330.00
4	Payment Remittance Center	IT Dept, Co Atrny, Treas, Elect, Vet Services, Commiss	854.07
5	Payment Remittance Center	GR Fcl Mt CH, Comm Nur-Hom, Grants Proj, IT Dept, Elect, Treas	2,587.01
6	Payment Remittance Center	Co Atrny, Elect, Vet Services	10,803.76
7	Payment Remittance Center	Co Atrny	1,270.60
8	Questar Gas	RS Rd & Brdg, RS Veh Maint, Shrf Dtn Mnt, RS Mnt/C Pur	4,390.74
9	Rocky Mtn Power	GR Fcl Mt CH, RS Veh Maint, Thmpsn Bld A, JV 731 Bld D, RS Off Bld A, RS 333 Bdwy, Att Bld 731C, Comm Dev&Eng	5,279.13
55330	Satcom Global Fze	Coroner	136.32
1	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	377.54
2	Union Telephone Company Inc	Commiss, IT Dept, Coroner, Fire Marshal, Comm Dev&Eng, Land Use, Purchasing, Road & Bridg, Juv Prob, Co Atrny, GR Fcl Mt CH, Coop Ext/4H	2,492.96
3	Union Telephone Company Inc	GR Fcl Mt CH, Shrf Dtn Mnt, Shrf	3,347.47
4	USPS- Hasler	Gen Co Admin	8,000.00
5	Verizon Wireless	Shrf, Shrf Emg Mgt, Fire Marshal, Vet Services, IT Dept, Commiss, Elect, Co Atrny	1,216.30
6	Walmart Community/Gecrb-F	GR Fcl Mt CH	478.67
7	Walmart Community/Gecrb-P	Human Resour	898.00
8	Wyoming Dept Of Workforce	Shrf Dtn Mnt, Shrf Emg Mgt, Shrf	123.38
55339	Wyoming Waste Services -	RS Rd & Brdg	155.46

55390	Centurylink	Commiss, Grants Proj, GR Cir Court, Clk Dist Crt, GR Fcl Mt CH, Flt Veh Main, Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Comm Nur-Hom	1,305.14
1	Centurylink	Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, IT Dept, Coop Ext/4H, Road & Bridg, Elect, Comm Dev&Eng, Shrf Emg Mgt, Fire Marshal	3,849.11
2	Centurylink	Juv Prob, Grants Proj, Commiss, Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH, Road & Bridg, Elect, Comm Dev&Eng, Grants Admin, Shrf Emg Mgt, Vet Services, Human Resour, Purchasing, Comm Nur-Hom	320.26
3	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH, Comm Nur-Hom	393.28
4	Centurylink	Clk, Treas, Assess, Shrf, Co Atrny, GR Cir Court, IT Dept, Land Use, Clk Dist Crt, GR Fcl Mt CH	303.00
5	Directv	Shrf Emg Mgt	566.89
6	Marlin Leasing	Gen Co Admin	3,877.56
7	Questar Gas	RS 333 Bdwy, Facil 731C C, RS Off Bld A, JV 731 Bld D, Thmpsn Bld b, Thmpsn Bld A	643.47
8	Rocky Mtn Power	GR Rd & Brdg, GR Fcl Mt CH, GR Wrhs Main	9,234.54
9	Sweetwater Television Co	Shrf Emg Mgt	49.45
55400	Verizon Wireless	Fire Marshal, Shrf	976.92
1	Walmart Community/Gecrb-S	Shrf Dtn Mnt	833.98
2	Walmart Community/Gecrb-S	Shrf Dtn Mnt	368.00
3	Aflac - Group	Gen Accts	2,216.85
4	Aflac - Group	Gen Accts	3,649.90
5	Axa Equitable	Gen Accts	300.00
6	Bank Of The West	Gen Accts	342,348.47
7	Cigna	Gen Accts, Employee Ben	11,602.70
8	Colonial Life & Accident	Gen Accts	108.20
9	Family Financial Educate	Gen Accts	361.00
55410	Great-West Life & Annuity	Gen Accts	14,461.66
1	Sweetwater County Section	Gen Accts	8,338.24
2	Sweetwater Federal	Gen Accts	4,380.00
3	United Way	Gen Accts	10.00
4	Valic	Gen Accts	5,617.00
5	Waddell & Reed Inc	Gen Accts	3,563.33
6	Wyoming Dept Of Workforce	Gen Accts, Clk	20,647.56
7	Wyoming Retirement System	Gen Accts	182,470.56
8	Wyoming Retirement System	Shrf	898.62
55419	058-Ncpers Group Life Ins	Gen Accts	1,728.00
GRAND TOTAL			1,885,416.31

The following unlisted warrants are payroll warrants: 55300, 55340-55389

The following bonds were placed on file:

Gayle Johnson	Eden Valley Cemetery District - Secretary	\$ 5,000.00
Lisa M. Taruffelli	RS, GR, SWCO Combined Communications Joint Powers Board - Treasurer	\$50,000.00

TAXPAYER	VALUATION	TAXPAYER	VALUATION
GREEN RIVER HALL	-1,425	BP AMERICA PROD CO	-338,848
GREEN RIVER HALL	-1,398	KOCH EXPLORATION CO	-4,497
GREEN RIVER HALL	-1,272	GMT EXPLORATION CO	-3,992
GREEN RIVER HALL	-1,176	EOG RESOURCES INC	-138,336
GREEN RIVER HALL	-1,098	YATES PETROLEUM CORP	-50,969
ANADARKO E&P CO LLP	-2,776	YATES PETROLEUM CORP	-30,948
FIDELITY EXPLORATION & PROD	-5,320	YATES PETROLEUM CORP	-124,668
BP AMERICA PROD CO	-115,682	CHEVRON USA INC	-37,424
BP AMERICA PROD CO	-856	WHITING PETROLEUM CORP	-8,171
BP AMERICA PROD CO	-39,470	WHITING PETROLEUM CORP	-6,602
MERIT ENERGY CO	-11,167	CHEVRON USA INC	-22,886
MERIT ENERGY CO	-39,617	MERIT ENERGY CO	-716,540
MERIT ENERGY CO	-2,539	MERIT ENERGY CO	-224,347
MERIT ENERGY CO	-14,962	MERIT ENERGY CO	-4,002,003

Commissioner Comments/Reports**Commissioner Kolb**

Commissioner Kolb reported that he attended the budget workshop and expressed his pleasure with balancing the budget. Commissioner Kolb further reported that he attended the Events Complex board meeting and noted that the Events Complex board is working on acquiring additional events for the future. Commissioner Kolb announced that the National High School Rodeo is approaching and the schedule is on track. Commissioner Kolb announced that he attended the swearing in ceremony of Judge John Prokos. Commissioner Kolb further reported that he attended meetings for Planning & Zoning and the Airport Board. Commissioner Kolb addressed the resignation letter received from Edward DeCastro who was recently appointed to the Airport Board. Following discussion relative to the conflict of interest of serving on both the Green River Task Force Committee and the Rock Springs/Sweetwater County Airport Board, *Commissioner Kolb motioned to accept the letter of withdrawal from Edward DeCastro dated June 18, 2013. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously. Commissioner Kolb noted that HB 85 is now law.

Commissioner Van Matre

Commissioner Van Matre reported that the IT Department continues to progress with the software and noted that the IT Department feels confident with the coordination for the 333 Broadway location. Commissioner Van Matre noted that interviews will be scheduled for the vacant VSO Director position. Commissioner Van Matre reported that he attended the swearing in ceremony for Judge John Prokos, a special meeting for bonds, an insurance meeting relative to the new insurance program, the budget workshop, the museum board meeting and attended a retirement ceremony for Joint Powers Water Board General Manager Ben Bracken.

Chairman Johnson

Chairman Johnson noted that he received calls from interested parties regarding the National High School Rodeo and instructed them to contact liaison Commissioner John Kolb. Chairman Johnson explained that he received a call from a County Weed and Pest representative relative to spraying insecticides for the July 4th holiday. He explained that the aerial company requested a letter authorizing them to spray and, because the aerial company was waiting at the airport to fly, Chairman Johnson sent the letter authorizing Clarke Environmental Mosquito Management or its subcontractor, Dynamic Aviation, Inc. to apply insecticides approved and labeled for mosquito control. Chairman Johnson noted that he spent two days in Lincoln County with the WLCI and circulated a booklet to each of the commissioners for their review. Chairman Johnson expressed his pleasure for all those involved in the budget process. Lastly, Chairman Johnson announced that Lance Porter's last day at the Rock Springs BLM Field Office is July 2, 2013 and wished him well on his new endeavor.

Commissioner West

Commissioner West reported that he attended the swearing in ceremony of Judge John Prokos. Commissioner West explained that Plan One Architects continue to work on getting the actual construction drawings done so that they can go to bid for the health and human service building located at 333 Broadway and the commission expressed having an employee contest to name the building. Commissioner West expressed his pleasure relative to the budget process. Commissioner West spoke that the Specific Purpose Tax Joint Powers Board is wrapping up documentation for bonding projects. Commissioner West explained that the Board of Health is interviewing for a new director. Commissioner West further reported that he attended the Finance and Audit meeting for Memorial Hospital and noted that they were pleased with wrapping up their budget. Commissioner West explained that the Hospital Board meeting is July 3, 2013 and they offered to give a tour of the new medical office and invited the commission to attend. Lastly, Commissioner West reported that Southwest Counseling Service had three long time board members whose terms expired and the office space rented in Pinedale will be operational soon.

Commissioner Bailiff

Commissioner Bailiff reported that the Library Board had a special meeting due to the treasurer not being re-appointed to serve on the board. Commissioner Bailiff reported that he attended the Ambulance Service Board meeting and noted that they are developing a list of needs for RFP's. Commissioner Bailiff explained that he visited Fire Warden David Bottemiller. Commissioner Bailiff further reported that he attended the Parks and Recreation Board meeting and noted that a shooting event will be held at the trap club. Commissioner Bailiff mentioned that Muley Foundation contacted him relative to the Greater Little Mountain. Commissioner Bailiff reported that he attended the swearing in for Judge John Prokos. Lastly, Commissioner Bailiff questioned the status of the county logo. Commissioner Kolb explained that he is working on the logo.

Break

Chairman Johnson called for a ten minute break.

County Resident Concerns

Chairman Johnson opened county resident concerns. Travel Camp Manager Delaina Smith expressed her concerns relative to the potential fire ban. The commission explained that a discussion regarding the potential fire ban will be discussed later in the morning and invited Ms. Smith to attend.

Resident Steve Adams expressed his concerns relative to the Wamsutter dump. The commission requested that Mr. Adams meet with the Solid Waste No. 2 Board and, following a lengthy discussion, the commission directed Land Use Director Eric Bingham to draft a letter to Solid Waste No. 2 Board addressing the concerns and authorize the Chairman to sign said letter. ***Commissioner West so moved. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously. Hearing no further comments, county resident concerns were closed.

Action/Presentation Items

STAR Transit Board Appointment (3 Year Term)

Commissioner Bailiff nominated Kathy Gilbert and Steve Shea to the STAR Transit Board. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously.

Approval of the FY 2014 TANF/CPI Grant Contract

Grants Manager Krisena Marchal presented and requested a motion to approve, and authorize the Chairman to sign, the FY 2014 TANF/CPI Grant Contract between the Wyoming Department of Family Services and Sweetwater County. ***Commissioner West moved to approve, and authorize the Chairman to sign, the FY 2014 TANF/CPI Grant Contract between the Wyoming Department of Family Services and Sweetwater County. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Ms. Marchal requested a motion to approve, and authorize the Chairman to sign, the FY 2014 TANF/CPI Subgrantee Grant Contract between Sweetwater County and CLIMB Wyoming. ***Commissioner Kolb moved to approve, and authorize the Chairman to sign, the FY 2014 TANF/CPI Subgrantee Grant Contract between Sweetwater County and CLIMB Wyoming. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved unanimously.

Approval of the Interlocal Agreement for the 2013 Justice Assistance Grant Program

Grants Manager Krisena Marchal and Rock Springs Police Commander Clark Robinson presented the Interlocal Agreement for the 2013 Justice Assistance Grant Program and requested a motion to approve and authorize the Chairman to sign. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Interlocal Agreement for the 2013 Justice Assistance Grant Program. ***Commissioner Bailiff so moved. Commissioner West seconded the motion.*** With no discussion, the motion was approved unanimously.

Approval of the Business Ready Community Grant Agreement for County Road 4-23

Grants Manager Krisena Marchal and Public Works Director John Radosevich presented the Business Ready Community Grant Agreement between the Wyoming Business Council and Sweetwater County for County Road 4-23 and requested a motion to approve and authorize the Chairman to sign. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Business Ready Community Grant Agreement between the Wyoming Business Council and Sweetwater County for County Road 4-23. ***Commissioner Kolb so moved. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Consent for Reclamation-(Abandoned Mine Lands) AML Project

Public Works Director John Radosevich and JFC Engineers and Surveyors PE Project Manager Rob Gerard presented and requested a motion to approve the surface owner consent for reclamation- no lien- AML project number 17-6A (bridge on Blairtown Connector Road) and authorize the Chairman to sign all necessary documents. Following discussion, ***Commissioner West moved to approve the surface owner consent for reclamation - no lien - AML project number 17-6A and authorize the chairman to sign. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved with Commissioner Kolb voting nay.

Professional Engineering Services for 2013 Paint Striping and Sand/Salt Structure

Public Works Director John Radosevich recommended that the professional engineering services for the 2013 paint striping be awarded to Indo American Engineering in the amount not to exceed \$38,912 and authorize the Chairman to sign all necessary documents. ***Commissioner West so moved. Commissioner Bailiff seconded the motion.*** Following discussion, the motion was approved unanimously.

Public Works Director John Radosevich recommended that the professional engineering services for the two sand/salt structures be awarded to Indo American Engineering in the amount not to exceed \$54,000 for each structure and authorize the Chairman to sign all necessary documents. Following discussion, Chairman Johnson entertained a motion to approve the request made by staff. ***Commissioner Van Matre so moved. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved unanimously.

Mutual Aid Letter from Carbon County

Fire Warden David Bottemiller presented the mutual aid request from Carbon County to assist in emergency services in Sweetwater County and Carbon County. Following discussion, the commission requested that Mr. Bottemiller provide the cost associated with the mutual aid agreement and present detailed information relative to the number of fires that Carbon County assists with.

Fire Restriction Discussion

Fire Warden David Bottemiller presented Resolution 13-07-CC-01, a resolution establishing fire restrictions for Sweetwater County. Also present were BLM Fire Fighters Richard Putnam and Mike Spilde as well as Rock Springs Fire Chief James Wamsley and Travel Camp Manager Delaina Smith. Following a lengthy discussion regarding fire restrictions and the confusion with bans on county land,

BLM land and Forest Service land, the BLM indicated that they are in the process of implementing a “cross-walk” which will help spell out the parameters. Public Works Director John Radosevich explained that fireworks have always been prohibited on BLM and Forest Service property. Chairman Johnson entertained a motion to approve the resolution with the recommended changes which include bans on tracers and incendiary targets and authorize the Chairman to sign at the appropriate time in the future--when made aware that parameters have been met. **Commissioner Kolb moved to approve Resolution 13-07-CC-01 with the amendments as noted and authorize the Chairman to sign at the appropriate time. Commissioner Bailiff seconded the motion.** Following discussion, the motion was approved unanimously.

Chairman Johnson explained that he had the opportunity to speak with an individual from the Forest Service relative to issues with a healthy forest and expressed that the fuel load needs to be taken out of the forest and recommended to incentivize loggers to remove the trees out of the forest.

Break

Chairman Johnson called for a ten minute break.

SkyWest Contract (Revised)

Rock Springs/Sweetwater County Airport Administrative Secretary Shannon Lucero presented a revised SkyWest Contract explaining that the cost has returned to the original amount. Following discussion, **Commissioner Kolb moved to approve the Sweetwater County SkyWest Agreement as presented and authorize the Chairman to sign. Commissioner Van Matre seconded the motion.** With no discussion, the motion was approved unanimously.

Introduction of Interim 4-H & Youth Development Educator: Tanya Hamner

4-H Interim County Coordinator Bridger Fuez introduced the Interim 4-H & Youth Development Educator Tanya Hamner. The commission expressed their appreciation to Ms. Hamner.

Request to Re-Staff Vacancy in Treasurer’s Office

County Treasurer Robb Slaughter requested authorization to re-staff a vacancy. Following discussion, **Commissioner West moved to approve the request. Commissioner Bailiff seconded the motion.** With no discussion, the motion was approved unanimously.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session to discuss personnel and possible legal issues. Commissioner Kolb so moved. 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 they discussed personnel and that no action was required on that issue. Chairman Johnson stated that, on another issue, action would be taken.

Commissioner West moved to approve a voucher for a vendor that was submitted as a result of a governmental claim. Commissioner Van Matre 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 an investment workshop would begin after concluding the regularly scheduled meeting.

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

	DATE	AMOUNT	
EAL	7/3/2013	5,158.05	55503-55571
EAL	7/4/2013	3,837.52	55572
EAL	7/5/2013	118,119.17	
EAL	7/8/2013	1,828.93	
EAL	7/12/2013	16,779.80	
EAL	7/16/2013	347,013.88	
EAL			
EAL			

Payroll Net

Payroll Checks :

TOTAL AMOUNT \$492,737.35

Vouchers in the above amount are hereby approved and ordered paid this date of 07/16/2013

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Monthly Reports
7-16-13

1. Treasurer

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

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

AMOUNT ON HAND	MAY 31, 2013	56,991,917.84
RECEIPTS - DUE FROM OTHER FUNDS		77,303.00
RECEIPTS - CASH ITEMS		1,238.83
RECEIPTS - COUNTY CLERK FEES		1,077.80-
RECEIPTS - OVERPAYMENTS		8,678.21
RECEIPTS - VIN INSPECTION FEES		1,280.00
RECEIPTS - ADVERTISING LIQUOR LICENS		1,238.83-
RECEIPTS - REAL PROPERTY TAX CURRENT		57,166.68
RECEIPTS - WATERSHED FEE		150.00
RECEIPTS - VSO REIMBURSEMENT		28,647.42
RECEIPTS - PENALTIES/INT DELIQT TAXES		7,695.05
RECEIPTS - CNTY SALES TAX		333,960.80
RECEIPTS - STATE SALES LOCAL 1% OPT		242,978.20
RECEIPTS - WYOMING-5% REIMBURSEMENT		15,814.21
RECEIPTS - SALES TAX PENALTIES		6,022.73
RECEIPTS - IN LIEU OF TAXES		3,073,531.00
RECEIPTS - DISTRICT COURT FEES		13,292.10
RECEIPTS - SALE OF CO EQUIPMENT		17,244.00
RECEIPTS - ATTORNEY REIMBURSEMENT		297,536.43
RECEIPTS - TELEPHONE EQUIPMENT		1,965.63
RECEIPTS - RECORDINGS/CTY CLERK		13,485.00
RECEIPTS - FILING FEES/CTY CLERK		8,717.00
RECEIPTS - AUTO FEES/CTY CLERK		14,577.00
RECEIPTS - MARRIAGE LICENSE/CTY CLER		1,050.00
RECEIPTS - MISC/CTY CLERK		1,571.00
RECEIPTS - VIN INSPECTION FEES		430.00
RECEIPTS - LIQ LICENSE/BEER PERMITS		10.00
RECEIPTS - MISC/CTY TREASURER		15,000.00
RECEIPTS - REFUNDS		3,653.36
RECEIPTS - CP & CR - CTY TREAS		180.00
RECEIPTS - RETURNED CHECK CHARGES		245.94
RECEIPTS - AUTO FUND POSTAGE		1,935.30
RECEIPTS - COUNTY SHARE FEES (auto)		1,334.00
RECEIPTS - COUNTY SHARE (MOBILE EQP)		48.00
RECEIPTS - CO LICENSES (PERMITS,ETC)		10.00
RECEIPTS - SHERIFF'S FEES		3,015.00
RECEIPTS - SPECIAL EVENTS OVERTIME		420.00
RECEIPTS - CONSTRUCTION USE PERMIT		3,650.00
RECEIPTS - ACCESS PERMIT		1,850.00
RECEIPTS - FOOD/DRINK LICENSE FEES		5,525.00
RECEIPTS - POOL/SPA LICENSE		1,105.00
RECEIPTS - CHILD SUPPORT-CLERK DC		5,867.60
RECEIPTS - VERIZON-CELL TOWER		14,688.00
RECEIPTS - NOW ACCOUNT		975.21
RECEIPTS - INT CAPITAL REPLACEMENT		45,750.00
RECEIPTS - INTEREST CASH RESERVE		35,290.63
RECEIPTS - INMATE HOUSING REIMBURSMT		30,305.37
RECEIPTS - STATE SEVERANCE TAX		106,068.87
RECEIPTS - REAL PROPERTY TAX CURRENT		4,235.68
RECEIPTS - PENALTIES/INT DELIQT TAXES		788.74
RECEIPTS - NOW ACCOUNT		77.56

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - REAL PROPERTY TAX CURRENT	6,783.56
RECEIPTS - PENALTIES/INT DELIQ TAXES	1,125.05
RECEIPTS - NOW ACCOUNT	137.72
RECEIPTS - REAL PROPERTY TAX CURRENT	583.37
RECEIPTS - PENALTIES/INT DELIQ TAXES	115.99
RECEIPTS - NOW ACCOUNT	10.41
RECEIPTS - REAL PROPERTY TAX CURRENT	1,101.95
RECEIPTS - PENALTIES/INT DELIQ TAXES	221.56
RECEIPTS - NOW ACCOUNT	19.78
RECEIPTS - REAL PROPERTY TAX CURRENT	1,507.80
RECEIPTS - PENALTIES/INT DELIQ TAXES	271.56
RECEIPTS - NOW ACCOUNT	27.89
RECEIPTS - REAL PROPERTY TAX CURRENT	236.78
RECEIPTS - PENALTIES/INT DELIQ TAXES	217.02
RECEIPTS - HIV/AIDS CASE MANAGEMENT	387.50
RECEIPTS - NOW ACCOUNT	.67
RECEIPTS - NOW ACCOUNT	3.90
RECEIPTS - SC ROAD (SUPPLEMENT)	33,174.43
RECEIPTS - NOW ACCOUNT	630.65
RECEIPTS - NOW ACCOUNT	2.47
RECEIPTS - RETIREES HEALTH INSURANCE	14,205.88
RECEIPTS - INTEREST ON SAVINGS	6,810.00
RECEIPTS - COBRA INSURANCE	597.39
RECEIPTS - INSURANCE-COUNTY	335,460.50
RECEIPTS - NOW ACCOUNT	692.07
RECEIPTS - NOW ACCOUNT	6.72
RECEIPTS - NOW ACCOUNT	6.54
RECEIPTS - NOW ACCOUNT	.15
RECEIPTS - NOW ACCOUNT	21.19
RECEIPTS - REAL PROPERTY TAX CURRENT	43.31
RECEIPTS - PENALTIES/INT DELIQ TAXES	29.15
RECEIPTS - REAL PROPERTY TAX CURRENT	1,445.85
RECEIPTS - PENALTIES/INT DELIQ TAXES	80.55
RECEIPTS - NOW ACCOUNT	31.39
RECEIPTS - GASOLINE TAX	37,724.03
RECEIPTS - SPECIAL FUEL TAX	69,520.95
RECEIPTS - NOW ACCOUNT	285.93
RECEIPTS - NOW ACCOUNT	43.26
RECEIPTS - SLIB 06 YELLOWSTONE RD S	45,572.71
RECEIPTS - CHAP 26 COURTHOUSE REMOD	186,171.62
RECEIPTS - HIDTA	8,430.99
RECEIPTS - 10-GPD-SWE-LC-HLE10 (CRNR)	501.00
RECEIPTS - 10-GPD-SWE-SC-HSG10	773.07
RECEIPTS - 10-GPD-SWE-LS-HLE10	4,908.45
RECEIPTS - 2009 ARRA JAG	9,110.56
RECEIPTS - 11-GPD-SWE-SC-HSG11 HSGP	219.65
RECEIPTS - NON-DUI GRANTS	3,525.00
RECEIPTS - FY 13 DSP CLIENT FEES	2,395.00
RECEIPTS - FY 13 DSP PROGRAM	1,749.00
RECEIPTS - 11-GPD-SWE-LC-HLE11 (COR)	6,167.13
RECEIPTS - 12-GPD-SWE-LC-HSG12 (COR)	518.87
RECEIPTS - DCI STATE FUNDS	355.34

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - NOW ACCOUNT	827.10
RECEIPTS - NEW SUBDIVISION-INTEREST	.56
RECEIPTS - NEW SUBDIVISION-INTEREST	.13
RECEIPTS - NOW ACCOUNT	1.52
RECEIPTS - NOW ACCOUNT	6.17
RECEIPTS - NOW ACCOUNT	3.74
RECEIPTS - NOW ACCOUNT	1.07
RECEIPTS - NOW ACCOUNT	.04
RECEIPTS - NOW ACCOUNT	18.03
RECEIPTS - NOW ACCOUNT	.57
RECEIPTS - NOW ACCOUNT	.00
RECEIPTS - NOW ACCOUNT	1.60
RECEIPTS - LODGING TX (TRVL/TOURISM)	54,477.85
RECEIPTS - NOW ACCOUNT	4.96
RECEIPTS - CIRCUIT COURT FINES	84,734.55
RECEIPTS - STATE QUARTERLY F&F	1,172.26
RECEIPTS - NOW ACCOUNT	15.88
RECEIPTS - CURRENT TAXES	.12
RECEIPTS - INTEREST ON CURRENT TAXES	.27
RECEIPTS - CURRENT TAXES	78.70
RECEIPTS - INTEREST ON CURRENT TAXES	70.42
RECEIPTS - NOW ACCOUNT	.04
RECEIPTS - TA- CO WEED & PEST CNTRL	2,283.94
RECEIPTS - TA- CO WEED & PEST CNTRL	264.86
RECEIPTS - TA- CO WEED & PEST CNTRL	46.90
RECEIPTS - CURRENT TAXES	24,394.38
RECEIPTS - INTEREST ON CURRENT TAXES	3,539.32
RECEIPTS - NOW ACCOUNT	599.82
RECEIPTS - CURRENT TAXES	6,098.60
RECEIPTS - INTEREST ON CURRENT TAX	884.38
RECEIPTS - CURRENT TAXES	1.07
RECEIPTS - INTEREST ON CURRENT TAXES	2.33
RECEIPTS - NOW ACCOUNT	.10
RECEIPTS - CURRENT TAXES	.05
RECEIPTS - INTEREST ON CURRENT TAXES	.11
RECEIPTS - NOW ACCOUNT	.02
RECEIPTS - NOW ACCOUNT	24.61
RECEIPTS - NOW ACCOUNT	1.90
RECEIPTS - CURRENT TAXES	36,592.01
RECEIPTS - INTEREST ON CURRENT TAXES	5,308.85
RECEIPTS - NOW ACCOUNT	719.79
RECEIPTS - CURRENT TAXES	20,546.37
RECEIPTS - INTEREST ON CURRENT TAXES	1,131.77
RECEIPTS - NOW ACCOUNT	33.03
RECEIPTS - CURRENT TAXES	6,874.72
RECEIPTS - INTEREST ON CURRENT TAXES	383.40
RECEIPTS - NOW ACCOUNT	16.42
RECEIPTS - TA- CASTLE ROCK DISTRICT	2,947.71
RECEIPTS - TA- CASTLE ROCK DISTRICT	169.58
RECEIPTS - TA- CASTLE ROCK DISTRICT	120.42
RECEIPTS - NOW ACCOUNT	14.08
RECEIPTS - CURRENT TAXES	128.66

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - INTEREST ON CURRENT TAXES	9.69
RECEIPTS - NOW ACCOUNT	.24
RECEIPTS - CURRENT TAXES	228.30
RECEIPTS - INTEREST ON CURRENT TAXES	11.89
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - CURRENT TAXES	1,767.99
RECEIPTS - INTEREST ON CURRENT TAXES	31.71
RECEIPTS - NOW ACCOUNT	.32
RECEIPTS - CURRENT TAXES	80.08
RECEIPTS - INTEREST ON CURRENT TAXES	4.59
RECEIPTS - NOW ACCOUNT	22.08
RECEIPTS - CURRENT TAXES	4,615.03
RECEIPTS - INTEREST ON CURRENT TAXES	358.59
RECEIPTS - CURRENT TAXES	127,467.60
RECEIPTS - INTEREST ON CURRENT TAXES	20,618.81
RECEIPTS - NOW ACCOUNT	1,727.16
RECEIPTS - CURRENT TAXES	3,044.37
RECEIPTS - INTEREST ON CURRENT TAXES	442.01
RECEIPTS - NOW ACCOUNT	55.57
RECEIPTS - CURRENT TAXES	970.42
RECEIPTS - INTEREST ON CURRENT TAXES	45.33
RECEIPTS - CURRENT TAXES	24,748.09
RECEIPTS - INTEREST ON CURRENT TAXES	1,485.23
RECEIPTS - NOW ACCOUNT	1,162.83
RECEIPTS - CURRENT TAXES	15.00
RECEIPTS - INTEREST ON CURRENT TAXES	.86
RECEIPTS - CURRENT TAXES	10.00
RECEIPTS - INTEREST ON CURRENT TAXES	.57
RECEIPTS - CURRENT TAXES	250.28
RECEIPTS - INTEREST ON CURRENT TAXES	14.33
RECEIPTS - NOW ACCOUNT	242.28
RECEIPTS - NOW ACCOUNT	1.68
RECEIPTS - CURRENT TAXES	88.73
RECEIPTS - INTEREST ON CURRENT TAXES	52.02
RECEIPTS - NOW ACCOUNT	3.42
RECEIPTS - CURRENT TAXES	24.50
RECEIPTS - INTEREST ON CURRENT TAXES	1.40
RECEIPTS - NOW ACCOUNT	21.58
RECEIPTS - NOW ACCOUNT	.13
RECEIPTS - CURRENT TAXES	7.93
RECEIPTS - INTEREST ON CURRENT TAXES	8.08
RECEIPTS - NOW ACCOUNT	.08
RECEIPTS - NOW ACCOUNT	.37
RECEIPTS - TRANSPORTABLE HOMES	316.91
RECEIPTS - NOW ACCOUNT	28.50
RECEIPTS - LEASED MOBILE EQUIPMENT	3,192.80
RECEIPTS - NOW ACCOUNT	1,297.74
RECEIPTS - COUNTY AUTO FEES	1,058,502.02
RECEIPTS - STATE AUTO FEES	161,256.86
RECEIPTS - SALES TAX (AUTO FEE FUND)	838,695.00
RECEIPTS - INTEREST ON SALES TAX	1,594.87
RECEIPTS - REDEMPTION FUND	21,660.06

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- EDEN-FARSON FIRE	145.33
RECEIPTS - TA- EDEN-FARSON FIRE	6.21
RECEIPTS - TA- EDEN-FARSON FIRE	7.55
RECEIPTS - TA- JAMESTOWN FIRE	143.18
RECEIPTS - TA- JAMESTOWN FIRE	6.23
RECEIPTS - TA- JAMESTOWN FIRE	.30
RECEIPTS - TA- JAMESTOWN RIO SEWER	381.66
RECEIPTS - TA- JAMESTOWN RIO SEWER	16.66
RECEIPTS - TA- JAMESTOWN RIO SEWER	.43
RECEIPTS - TA- RELIANCE FIRE	361.66
RECEIPTS - TA- RELIANCE FIRE	54.23
RECEIPTS - TA- RELIANCE FIRE	.17
RECEIPTS - TA- TEN MILE WATER/SEWER	273.49
RECEIPTS - TA- TEN MILE WATER/SEWER	10.21
RECEIPTS - TA- TEN MILE WATER/SEWER	.69
RECEIPTS - TA- WHITE MOUNTAIN SEWER	1,344.85
RECEIPTS - TA- WHITE MOUNTAIN SEWER	88.62
RECEIPTS - TA- WHITE MOUNTAIN SEWER	2.69
RECEIPTS - TA- EDEN VALLEY SLD WASTE	434.39
RECEIPTS - TA- EDEN VALLEY SLD WASTE	18.48
RECEIPTS - TA- EDEN VALLEY SLD WASTE	22.59
RECEIPTS - TA- SOLID WASTE DIST #1	9,978.76
RECEIPTS - TA- SOLID WASTE DIST #1	623.76
RECEIPTS - TA- SOLID WASTE DIST #1	187.69
RECEIPTS - TA- WEST SIDE SEWER/WATER	7,182.70
RECEIPTS - TA- WEST SIDE SEWER/WATER	454.95
RECEIPTS - TA- WEST SIDE SEWER/WATER	1.04
RECEIPTS - TA- ABANDONED VEHICLE	12.24
RECEIPTS - TA- ABANDONED VEHICLE	1,821.00
RECEIPTS - TA- FOUNDATION FUND	73,183.61
RECEIPTS - TA- FOUNDATION FUND	10,617.05
RECEIPTS - TA- FOUNDATION FUND	1,439.58
RECEIPTS - TA- GRAZING DISTRICT #4	27.52
RECEIPTS - TA- SD 1C BOCES	10.04
RECEIPTS - TA- SD 1C BOCES	.56
RECEIPTS - TA- SD 1C BOCES	8.81
RECEIPTS - TA- EDEN VALLEY CEMETERY	153.01
RECEIPTS - TA- EDEN VALLEY CEMETERY	6.50
RECEIPTS - TA- EDEN VALLEY CEMETERY	7.96
RECEIPTS - TA- AUTO REGISTRATION FEE	28.28
RECEIPTS - TA- SOLID WASTE DIST #2	961.68
RECEIPTS - TA- SOLID WASTE DIST #2	559.09
RECEIPTS - TA- SOLID WASTE DIST #2	51.62
RECEIPTS - TA- REDEMPTION (INT CP)	5,826.30
RECEIPTS - TA- FIRE DISTRICT #1	4,041.31
RECEIPTS - TA- FIRE DISTRICT #1	297.39
RECEIPTS - TA- FIRE DISTRICT #1	57.65
RECEIPTS - TA- SHERIFF'S EVIDENCE	.44
RECEIPTS - TA- REGION V BOCES	1,163.41
RECEIPTS - TA- REGION V BOCES	139.49
RECEIPTS - TA- REGION V BOCES	21.33
RECEIPTS - TA- EDEN VALLEY IMP DIST	.69

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013
 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

RECEIPTS - TA- WWCC SWEETWTR BOCES	1,283.62	
RECEIPTS - TA- WWCC SWEETWTR BOCES	117.18	
RECEIPTS - TA- WWCC SWEETWTR BOCES	26.98	
RECEIPTS - TA- UNCLAIMED PROPERTY	207.26	
RECEIPTS - TA- OVER/UNDER ACCOUNT	.08	
RECEIPTS - TA- EDEN VALLEY BOND/INT	435.76	
RECEIPTS - TA- EDEN VALLEY BOND/INT	18.55	
RECEIPTS - TA- EDEN VALLEY BOND/INT	67.21	
RECEIPTS - TA- EDEN VALLEY IMPR CNTR	81.23	
RECEIPTS - TA- COMM JOINT POWERS	8.67	
RECEIPTS - TA- COMM JOINT POWERS	9,926.56	
RECEIPTS - TA- NORTH SW WATER/SEWER	704.02	
RECEIPTS - TA- NORTH SW WATER/SEWER	37.67	
RECEIPTS - TA- NORTH SW WATER/SEWER	.43	
RECEIPTS - TA- SPECIFIC PURPOSE 2013	1,075,916.81	
DISBURSEMENTS - CASH ITEMS		920.00-
DISBURSEMENTS - COUNTY CLERK FEES		195.50-
DISBURSEMENTS - OVERPAYMENTS		8,678.21-
DISBURSEMENTS - VIN INSPECTION FEES		1,275.00-
DISBURSEMENTS - CASH IN BANK		4,816.63-
DISBURSEMENTS - CASH IN BANK		7,920.21-
DISBURSEMENTS - CASH IN BANK		654.86-
DISBURSEMENTS - CASH IN BANK		1,238.64-
DISBURSEMENTS - CASH IN BANK		1,733.36-
DISBURSEMENTS - CASH IN BANK		1,625.07-
DISBURSEMENTS - C4- SC ROAD FUND		531.57-
DISBURSEMENTS - C6- ENHANCED 911 SYSTEM		35.53-
DISBURSEMENTS - C3- SWEETWATER INSURANCE		170,835.01-
DISBURSEMENTS - INSURANCE CLAIMS		378,015.77-
DISBURSEMENTS - C5- INMATE ENTERPRISE		669.08-
DISBURSEMENTS - C4- JAIL OPERATION/MAINT		97,986.12-
DISBURSEMENTS - CASH IN BANK		41.20-
DISBURSEMENTS - CASH IN BANK		1,823.46-
DISBURSEMENTS - C4- CO ROAD FUND FUEL TAX		19,043.30-
DISBURSEMENTS - C4- GRANTS		353,471.00-
DISBURSEMENTS - NOW ACCOUNT		108.68-
DISBURSEMENTS - PROTEST & ESCROW		72,386.22-
DISBURSEMENTS - WARRANTS PAYABLE		4,347,036.94-
DISBURSEMENTS - NOW ACCOUNT		13.56-
DISBURSEMENTS - TA- CO WEED & PEST CNTRL		2,783.56-
DISBURSEMENTS - NOW ACCOUNT		1.24-
DISBURSEMENTS - TA- WESTERN WY CM COLLEGE		36,278.16-
DISBURSEMENTS - NOW ACCOUNT		16.08-
DISBURSEMENTS - TA- 6 MILL LEVY		43,533.58-
DISBURSEMENTS - NOW ACCOUNT		19.29-
DISBURSEMENTS - TA- CITY OF ROCK SPRINGS		12,597.63-
DISBURSEMENTS - NOW ACCOUNT		9.85-
DISBURSEMENTS - TA- CITY OF GREEN RIVER		5,657.38-
DISBURSEMENTS - NOW ACCOUNT		4.64-
DISBURSEMENTS - TA- CASTLE ROCK DISTRICT		2,279.22-
DISBURSEMENTS - NOW ACCOUNT		2.92-
DISBURSEMENTS - TA- TOWN OF SUPERIOR		115.25-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013
(PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - NOW ACCOUNT	.36-
DISBURSEMENTS - TA- TOWN OF WAMSUTTER	28.33-
DISBURSEMENTS - NOW ACCOUNT	.04-
DISBURSEMENTS - TA- TOWN OF BAIROIL	30.26-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	6,144.76-
DISBURSEMENTS - TA- SCHOOL DISTRICT #1	153,705.58-
DISBURSEMENTS - NOW ACCOUNT	55.67-
DISBURSEMENTS - TA- BOCES SWEETWATER CNTY	3,621.96-
DISBURSEMENTS - NOW ACCOUNT	1.60-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	868.21-
DISBURSEMENTS - TA- SCHOOL DISTRICT #2	27,393.93-
DISBURSEMENTS - NOW ACCOUNT	27.90-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	28.94-
DISBURSEMENTS - TA- SCHOOL DISTRICT 1-C	289.40-
DISBURSEMENTS - NOW ACCOUNT	.03-
DISBURSEMENTS - TA- SD #1-C BOND RED/INT	28.36-
DISBURSEMENTS - STATE AUTO FEES	161,256.86-
DISBURSEMENTS - SALES TAX (AUTO FEE FUND)	837,377.60-
DISBURSEMENTS - INTEREST ON SALES TAX	1,594.87-
DISBURSEMENTS - REDEMPTION FUND	22,319.84-
DISBURSEMENTS - TA- EDEN-FARSON FIRE	88.81-
DISBURSEMENTS - NOW ACCOUNT	.28-
DISBURSEMENTS - TA- JAMESTOWN FIRE	104.93-
DISBURSEMENTS - NOW ACCOUNT	.03-
DISBURSEMENTS - TA- JAMESTOWN RIO SEWER	213.18-
DISBURSEMENTS - NOW ACCOUNT	.07-
DISBURSEMENTS - TA- RELIANCE FIRE	104.61-
DISBURSEMENTS - NOW ACCOUNT	.05-
DISBURSEMENTS - TA- TEN MILE WATER/SEWER	970.41-
DISBURSEMENTS - NOW ACCOUNT	.20-
DISBURSEMENTS - TA- WHITE MOUNTAIN SEWER	1,746.51-
DISBURSEMENTS - NOW ACCOUNT	.87-
DISBURSEMENTS - TA- EDEN VALLEY SLD WASTE	265.55-
DISBURSEMENTS - NOW ACCOUNT	.83-
DISBURSEMENTS - TA- SOLID WASTE DIST #1	712,345.79-
DISBURSEMENTS - NOW ACCOUNT	18.02-
DISBURSEMENTS - AUTO FUND INTEREST	87.14-
DISBURSEMENTS - COUNTY AUTO FEES	61,921.42-
DISBURSEMENTS - TA- WEST SIDE SEWER/WATER	865.92-
DISBURSEMENTS - NOW ACCOUNT	.09-
DISBURSEMENTS - COUNTY ABANDONED VEHICLE	801.00-
DISBURSEMENTS - TA- FOUNDATION FUND	87,066.74-
DISBURSEMENTS - NOW ACCOUNT	38.59-
DISBURSEMENTS - TA- SD 1C BOCES	11.59-
DISBURSEMENTS - TA- EDEN VALLEY CEMETERY	93.55-
DISBURSEMENTS - NOW ACCOUNT	.29-
DISBURSEMENTS - ORGAN DONOR MONEY	28.28-
DISBURSEMENTS - TA- SOLID WASTE DIST #2	31.89-
DISBURSEMENTS - NOW ACCOUNT	.34-
DISBURSEMENTS - REDEMPTION (INTEREST CP)	6,044.71-
DISBURSEMENTS - TA- FIRE DISTRICT #1	13,221.44-
DISBURSEMENTS - NOW ACCOUNT	1.11-

ABSTRACT STATEMENT

OF THE RECEIPTS AND DISBURSEMENTS OF THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, FOR THE PERIOD MAY 31, 2013 TO JUNE 30, 2013 (PREPARED UNDER THE PROVISIONS OF SECTION 18-3-515, WYOMING STATUTES, 1977)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

DISBURSEMENTS - TA- REGION V BOCES	1,421.79-
DISBURSEMENTS - NOW ACCOUNT	.62-
DISBURSEMENTS - TA- WWCC SWEETWTR BOCES	1,586.56-
DISBURSEMENTS - NOW ACCOUNT	.70-
DISBURSEMENTS - GEN CO-OVER/UNDER ACCOUNT	20.20-
DISBURSEMENTS - TA- EDEN VALLEY BOND/INT	192,125.00-
DISBURSEMENTS - NOW ACCOUNT	1.69-
DISBURSEMENTS - TA- COMM JOINT POWERS	865.62-
DISBURSEMENTS - TA- NORTH SW WATER/SEWER	278.99-
DISBURSEMENTS - NOW ACCOUNT	.13-
LEDGER CASH BALANCE JUNE 30, 2013	58,150,172.21
TOTAL	66,021,675.97 66,021,675.97 =====

Robb Blaylock
Sweetwater Co Treasurer

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 JULY 01, 2013:

NAME OF ACCOUNTS

C1- GENERAL FUND	7,506,560.18
C2- CAPT REPLACEMENT-G CO	8,352,189.00
C2- CG RES FUTURE OP/CAP	2,179,657.00
C2- ECONOMIC DEV INFRSTR	111,162.00
C2- FY 2011 RESERVES	6,217,589.00
C2- FY11 CASH C/OVER RES	2,722,798.00
C2- GC CASH RESERVE	2,000,000.00
C2- GEN CO CASH CARRYOVER	3,000,000.00
C2- GEN CO-CASH RESERVE	350,000.00
C2- 2012 CASH CARRYOVER	3,151,622.00
C3- INSURANCE-CASH RESRV	418,393.00
C3- SWEETWATER INSURANCE	5,312,537.63
C4- CDC SPEC PRP RS BUILD	3,272,663.40
C4- CO ROAD FUND FUEL TAX	1,222,093.09
C4- GRANTS	319,350.17-
C4- JAIL OPERATION/MAINT	481,549.12
C4- SC ROAD FUND	2,547,738.11
C4- SC ROAD REIMBURSEMENT	9,778.86
C5- AIRLINE SUBSIDY CONTR	912.97
C5- DRUG ENFRMNT/INTERDCT	15,440.75
C5- IMPACT TX-GEN CO 2002	26,616.78
C5- IMPACT TX-GEN CO 2010	15,434.23
C5- INMATE ENTERPRISE	21,842.96
C5- SHERIFF HOUSING DEPST	617.79
C6- COUNTY HEALTH FUND	1,078.21
C6- COUNTY LIBRARY	8,046.33
C6- COUNTY MUSEUM	709.77
C6- COUNTY RECREATION	1,343.29
C6- ENHANCED 911 SYSTEM	.00
C6- EVENTS COMPLEX	5,101.98
C6- MEMORIAL HOSPITAL CO	72.46
C6- MEMORIAL HOSPITL MAINT	1,557.79
C6- MENTAL HEALTH	1,807.25
SD- DOUBLE J SUBDVN	10,623.40
SD- WASHAM CREEK SUBDVN	2,522.47
TA- ABANDONED VEHICLE	50,019.06
TA- AUTO REGISTRATION FEE	.00
TA- BANKRUPTCY ACCOUNTS	2,279.01
TA- BOCES SWEETWATER CNTY	3,541.95
TA- CAR COMPANY TAX	293,757.00
TA- CASTLE ROCK BOND R/I	55,726.13
TA- CASTLE ROCK DISTRICT	3,237.71
TA- CDC SPCF TAX OVERAGE	4,374.30-
TA- CITY OF GREEN RIVER	7,274.54
TA- CITY OF ROCK SPRINGS	21,711.17
TA- CO HOSPITAL BOND INT	7,549.82
TA- CO HOSPITAL BOND RDMT	97,384.58
TA- CO WEED & PEST CNTRL	2,595.70
TA- COMM JOINT POWERS	9,935.23
TA- COUNTY AUTO TAX	6,604,613.41

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
 WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
 THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
 JULY 01, 2013:

NAME OF ACCOUNTS

TA- COUNTY HOSPITAL	.39
TA- COUNTY-CITY AIRPORT	348.72
TA- EDEN VALLEY BOND/INT	51,688.39
TA- EDEN VALLEY CEMETERY	167.47
TA- EDEN VALLEY IMP DIST	2,732.73
TA- EDEN VALLEY IMPR CNTR	307,203.41
TA- EDEN VALLEY SLD WASTE	475.46
TA- EDEN-FARSON FIRE	159.09
TA- ENERGETICS OPERATNG	71,346.62
TA- ESCROW-FMC	4,248.51
TA- ESCROW-PELICAN DOME	14,831.81
TA- FINES AND FORFEITURES	85,922.69
TA- FIRE DISTRICT #1	4,396.35
TA- FOUNDATION FUND	85,240.24
TA- GRAZING DISTRICT #3	6.64
TA- GRAZING DISTRICT #4	108,912.68
TA- INTEREST NOW ACCOUNT	.00
TA- JAMESTOWN FIRE	149.71
TA- JAMESTOWN RIO SEWER	398.75
TA- LIVESTOCK PRED ANIMAL	6,332.22
TA- LODGING TAX	54,485.66
TA- MOBILE MACHINERY/EQP	117,415.57
TA- NORTH SW WATER/SEWER	742.12
TA- OVER/UNDER ACCOUNT	312.91
TA- PROTEST-MERIT ENERGY	24,417.53
TA- PROTST ANADARKO 4/392	163.23
TA- REDEMPTION (INT CP)	216.48
TA- REDEMPTION CP (TAX/FEE)	475.13
TA- REGION V BOCES	1,324.23
TA- RELIANCE FIRE	416.06
TA- SCHOOL DISTRICT #1	154,787.19
TA- SCHOOL DISTRICT #2	28,411.90
TA- SCHOOL DISTRICT 1-C	533.32
TA- SD #1 BOND INTEREST	517.57
TA- SD #1 BOND REDEMPTION	6,666.55
TA- SD #1-C BOND RED/INT	47.48
TA- SD #2 BOND INTEREST	411.21
TA- SD #2 BOND REDEMPTION	14,317.02
TA- SD 1C BOCES	19.41
TA- SHERIFF'S EVIDENCE	1,752.83
TA- SOLID WASTE DIST #1	10,790.21
TA- SOLID WASTE DIST #2	1,572.39
TA- SPECIFIC PURPOSE 2013	1,075,916.81
TA- STATE SALES/AUTO FEES	1,317.40
TA- TAX PROTEST- NARCO	6,038.50
TA- TEN MILE WATER/SEWER	284.39
TA- TOWN OF BAIROIL	106.75
TA- TOWN OF GRANGER	175.53
TA- TOWN OF SUPERIOR	240.27
TA- TOWN OF WAMSUTTER	1,800.02

TRIAL BALANCE OF THE ACCOUNTS OF ROBB SLAUGHTER, COUNTY TREASURER
WITHIN AND FOR THE COUNTY OF SWEETWATER, IN THE STATE OF WYOMING, SHOWING
THE CONDITIONS OF SAID ACCOUNTS AT THE CLOSE OF BUSINESS ON
JULY 01, 2013:

NAME OF ACCOUNTS

TA- TRANSPORTABLE HOMES	1,856.05
TA- UNCLAIMED PROPERTY	2,929.07
TA- WEST SIDE SEWER/WATER	7,638.69
TA- WESTERN WY CM COLLEGE	35,516.50
TA- WHITE MOUNTAIN SEWER	1,436.16
TA- WWCC BOND INTEREST	115.04
TA- WWCC BOND REDEMPTION	435.06
TA- WWCC SWEETWTR BOCES	1,427.78
TA- 6 MILL LEVY	42,620.65
TA-QEP/QUESTAR NOV12 397	.00

TOTAL

58,150,172.21

Robb Slaughter
Sweetwater Co Treasurer

Authorization for Bonds
7-16-13

Donna Little-Kaumo, Sweetwater County School District # 2, Superintendent \$100,000.00

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. 54932320

That we Donna Little-Kaumo

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto _____, the State of Wyoming, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), 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 27th day of June, 2013.

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

Principal was duly Appointed Elected to the office of Superintendent

in the α Sweetwater County School District #2,

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 Superintendent 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.



Donna Little-Kaumo Principal

WESTERN SURETY COMPANY

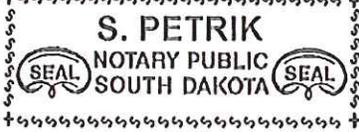
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 19th day of March, 2013, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



S. Petrik
Notary Public

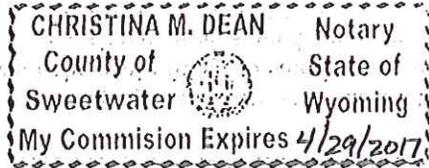
My Commission Expires August 11, 2016

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Donna Little-Kaumo

State of Wyoming }
County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Donna Little-Kaumo on this 27th day of June, 2013. My commission expires:

Christina M. Dean
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

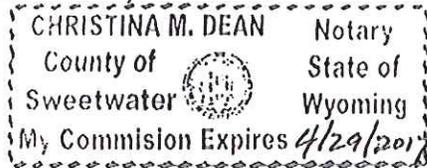
On this 27th day of June, 2013, before me, personally appeared

Donna Little-Kaumo, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

free act and deed.

My commission expires

4/29 2017



Christina M. Dean
Notary Public, Wyoming

Authorization For Abate/Rebate of Ad Valorem Taxes

July 16, 2013								
NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEA	ADJUSTME	REASON	A/R NUMBER
2013-0277	WHITING PETROLEUM CORP	135470	102	-95	2010			
2013-0308	MERIT ENERGY CO	145481	202	-1,656,721	2011			
2013-0318	MERIT ENERGY CO	57843	202	-84,213	2010			
2013-0320	MERIT ENERGY CO	59370	200	-4,662	2011			
2013-0387	MERIT ENERGY CO	59370	200	-5,538	2010			
2013-0389	MERIT ENERGY CO	57843	202	-6,030	2010			
2013-0390	MERIT ENERGY CO	57841	100	-563	2010			
2013-0396	MERIT ENERGY CO	57841	100	-60,705	2010			
	HATCH JESSE	106135	103	-1,821	2012	-138.02	OUT OF COUNTY	
	ALLEN RAMONA	149225	211	-4,210	2012	-321.24	MOVED & REPLACED	
	M & M EQUIPMENT CO INC	148903	101	-387	2012	-26.24	DUPLICATE	
	HARRISON JACKIE	148415	103	-4,290	2012	-325.10	OUT OF COUNTY	
	BROTHERS CONST	102327	101	-1,829	2010	-123.70	ADJUSTED REPORT	
	BROTHERS CONST	102327	101	-1,614	2011	-109.28	ADJUSTED REPORT	
	BROTHERS CONST	102327	101	-1,300	2012	-88.11	ADJUSTED REPORT	
	RJ HERBST CONST INC	138745	102	-2,855	2011	-199.72	OUT OF BUSINESS	
	RJ HERBST CONST INC	138745	102	-1,775	2010	-129.04	OUT OF BUSINESS	
	RJ HERBST CONST INC	138745	102	-2,636	2012	-185.58	OUT OF BUSINESS	
	INDUSTRIAL COMMUNICATIONS	101187	202	-377	2006	-26.26	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-337	2007	-23.46	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-280	2008	-19.66	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-227	2009	-15.38	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-179	2010	-12.42	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-160	2011	-11.16	REMOVED TOWER	
	INDUSTRIAL COMMUNICATIONS	101187	202	-158	2012	-10.94	REMOVED TOWER	
	THE LAST STAND	145658	151	-1,727	2011	-125.62	OUT OF COUNTY	
	GALE LACI	104835	251	-387	2012	-28.38	MOBILE DESTROYED	
	CARMINE GENILLA GAIL	103269	251	-314	2009	-23.24	OUT OF COUNTY	
	CARMINE GENILLA GAIL	103269	251	-333	2010	-24.96	OUT OF COUNTY	
	CARMINE GENILLA GAIL	103269	251	-333	2011	-25.04	OUT OF COUNTY	
	CARMINE GENILLA GAIL	103269	251	-393	2012	-28.82	OUT OF COUNTY	
	TRAILS WEST	104788	250	-786	2011	-59.10	OUT OF COUNTY	

TRAILS WEST	104788	250	-794	2012	-58.20	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-342	1996	-25.80	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-389	1997	-30.10	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-399	1998	-28.68	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-399	1999	-28.48	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-408	2000	-29.06	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-342	2001	-24.16	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-361	2002	-25.42	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-380	2003	26.82	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-351	2004	-24.74	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-359	2005	-25.30	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-360	2006	-25.44	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-359	2007	-25.54	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-314	2008	-22.64	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-309	2009	-22.26	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-327	2010	-23.80	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-327	2011	-23.80	OUT OF COUNTY
STOVAL CHESTER & PAGE	103941	151	-330	2012	-24.04	OUT OF COUNTY
SMITH DEBRA	106357	151	-424	2012	-30.88	OUT OF COUNTY
PENROD LANDON	104384	104	-424	2012	-32.16	TO THE DUMP
TYLER CLARICE & EDWARD	103688	102	-105	2007	-7.08	DEMOLISHED
TYLER CLARICE & EDWARD	103688	102	-28	2008	-1.90	DEMOLISHED
TYLER CLARICE & EDWARD	103688	102	-29	2009	-1.94	DEMOLISHED
TYLER CLARICE & EDWARD	103688	102	-29	2010	-2.14	DEMOLISHED
TYLER CLARICE & EDWARD	103688	102	-29	2011	-2.08	DEMOLISHED
TYLER CLARICE & EDWARD	103688	102	-29	2012	-2.10	DEMOLISHED
DRAPER STEPHEN	104224	151	-419	2009	-30.16	DEMOLISHED
DRAPER STEPHEN	104224	151	-444	2010	-32.30	DEMOLISHED
DRAPER STEPHEN	104224	151	-444	2011	-32.32	DEMOLISHED
DRAPER STEPHEN	104224	151	-448	2012	-32.62	DEMOLISHED
DRAPER STEPHEN	132805	151	-365	2009	-26.26	NOT IN COUNTY
DRAPER STEPHEN	132805	151	-297	2010	-21.60	NOT IN COUNTY
DRAPER STEPHEN	132805	151	-297	2011	-21.64	NOT IN COUNTY
DRAPER STEPHEN	132805	151	-300	2012	-21.84	NOT IN COUNTY
MARTINEZ BLANCA	104583	250	-114	2001	-8.84	DEMOLISHED
MARTINEZ BLANCA	104583	250	-123	2002	-9.56	DEMOLISHED
MARTINEZ BLANCA	104583	250	-123	2003	-9.60	DEMOLISHED
MARTINEZ BLANCA	104583	250	-114	2004	-8.84	DEMOLISHED

MARTINEZ BLANCA	104583	250	-122	2005	-9.46	DEMOLISHED
MARTINEZ BLANCA	104583	250	-120	2006	-9.14	DEMOLISHED
MARTINEZ BLANCA	104583	250	-123	2007	-9.40	DEMOLISHED
MARTINEZ BLANCA	104583	250	-189	2008	-14.40	DEMOLISHED
MARTINEZ BLANCA	104583	250	-186	2009	-13.78	DEMOLISHED
MARTINEZ BLANCA	104583	250	-198	2010	-14.86	DEMOLISHED
MARTINEZ BLANCA	104583	250	-197	2011	-14.84	DEMOLISHED
COOK DEAN T & SUSAN	106957	200	-1,903	2007	-129.82	BURNED DOWN
COOK DEAN T & SUSAN	106957	200	-1,943	2008	-132.30	BURNED DOWN
COOK DEAN T & SUSAN	106957	200	-1,768	2009	-116.64	BURNED DOWN
COOK DEAN T & SUSAN	106957	200	-1,682	2010	-112.58	BURNED DOWN
COOK DEAN T & SUSAN	106957	200	-1,681	2011	-112.92	BURNED DOWN
MARTINEZ RAMIRO	106210	151	-261	2008	-18.80	OUT OF COUNTY
MARTINEZ RAMIRO	106210	151	-257	2009	-18.52	OUT OF COUNTY
MARTINEZ RAMIRO	106210	151	-272	2010	-19.78	OUT OF COUNTY
MARTINEZ RAMIRO	106210	151	-272	2011	-19.80	OUT OF COUNTY
VALDEZ ALFREDO	103518	151	-465	2003	-32.78	DEMOLISHED
VALDEZ ALFREDO	103518	151	-427	2004	-30.10	DEMOLISHED
VALDEZ ALFREDO	103518	151	-418	2005	-29.44	DEMOLISHED
VALDEZ ALFREDO	103518	151	-420	2006	-29.68	DEMOLISHED
VALDEZ ALFREDO	103518	151	418	2007	-29.72	DEMOLISHED
VALDEZ ALFREDO	103518	151	-380	2008	-27.38	DEMOLISHED
VALDEZ ALFREDO	103518	151	-374	2009	-26.94	DEMOLISHED
VALDEZ ALFREDO	103518	151	-397	2010	-28.86	DEMOLISHED
VALDEZ ALFREDO	103518	151	-396	2011	-28.82	DEMOLISHED
THORTON MIKE	106704	211	-399	2002	-32.14	DEMOLISHED
THORTON MIKE	106704	211	-418	2003	-33.90	DEMOLISHED
THORTON MIKE	106704	211	-389	2004	-31.38	DEMOLISHED
THORTON MIKE	106704	211	-407	2005	-32.68	DEMOLISHED
THORTON MIKE	106704	211	-410	2006	-32.42	DEMOLISHED
THORTON MIKE	106704	211	-407	2007	-32.26	DEMOLISHED
THORTON MIKE	106704	211	-361	2008	-28.56	DEMOLISHED
THORTON MIKE	106704	211	-358	2009	-27.56	DEMOLISHED
THORTON MIKE	106704	211	-380	2010	-29.62	DEMOLISHED
THORTON MIKE	106704	211	-379	2011	-29.66	DEMOLISHED
VOLCIC MOBILE HOME SALES	144304	151	-3,566	2010	-259.20	OUT OF COUNTY
VOLCIC MOBILE HOME SALES	144304	151	-3,433	2011	-249.74	OUT OF COUNTY
RAINES DARON	104550	105	-338	2008	-25.30	OUT OF COUNTY

RAINES DARON	104550	105	-332	2009	-24.78	OUT OF COUNTY
RAINES DARON	104550	105	-352	2010	-26.64	OUT OF COUNTY
ROACH HAL	106406	105	-320	2006	-20.38	DEMOLISHED
ROACH HAL	106406	105	-320	2007	-21.60	DEMOLISHED
ROACH HAL	106406	105	-152	2008	-10.24	DEMOLISHED
ROACH HAL	106406	105	-150	2009	-9.88	DEMOLISHED
ROACH HAL	106406	105	-159	2010	-11.46	DEMOLISHED
ROACH HAL	106406	105	-159	2011	-11.14	DEMOLISHED
ANDERSON COLTON & DELSA	106482	102	-2507	2008	-168.38	OUT OF COUNTY
ANDERSON COLTON & DELSA	106482	102	-2319	2009	-152.28	OUT OF COUNTY
ANDERSON COLTON & DELSA	106482	102	-2011	2010	-144.66	OUT OF COUNTY
ANDERSON COLTON & DELSA	106482	102	-1872	2011	-130.96	OUT OF COUNTY
ZUEHLSDORFF DWIGHT	106275	102	-225	2011	-15.76	DEMOLISHED
DESELVA DENIS G	105855	101	-317	2010	-21.46	OUT OF COUNTY
MACIAS MIGUEL	103942	151	-268	2009	-19.30	OUT OF COUNTY
MACIAS MIGUEL	103942	151	-285	2010	-20.74	OUT OF COUNTY
WURM BILLY	106789	211	-418	2005	-33.58	OUT OF COUNTY
WURM BILLY	106789	211	-420	2006	-33.18	OUT OF COUNTY
WURM BILLY	106789	211	-418	2007	-33.14	OUT OF COUNTY
WURM BILLY	106789	211	-380	2008	-30.06	OUT OF COUNTY
WURM BILLY	106789	211	-367	2009	-28.26	OUT OF COUNTY
WURM BILLY	106789	211	-389	2010	-30.36	OUT OF COUNTY
RODDA STEVEN H & STACIE M	104525	151	-585	2007	-41.58	AT SALES LOT
RODDA STEVEN H & STACIE M	104525	151	-634	2008	-45.66	AT SALES LOT
RODDA STEVEN H & STACIE M	104525	151	-624	2009	-44.92	AT SALES LOT
RODDA STEVEN H & STACIE M	104525	151	-661	2010	-48.06	AT SALES LOT
MONTOYA VINCENT	105755	151	-606	2009	-43.62	OUT OF COUNTY
NORTON DAISY D	104912	151	-440	2006	-31.10	DEMOLISHED
NORTON DAISY D	104912	151	-444	2007	-31.56	DEMOLISHED
NORTON DAISY D	104912	151	-393	2008	-28.30	DEMOLISHED
NORTON DAISY D	104912	151	-387	2009	-27.86	DEMOLISHED
NORTON DAISY D	104912	151	-410	2010	-29.82	DEMOLISHED
MAKINEN CLAUDIA	105438	151	-424	2005	-29.88	OUT OF COUNTY
MAKINEN CLAUDIA	105438	151	-420	2006	-29.68	OUT OF COUNTY
MAKINEN CLAUDIA	105438	151	-425	2007	-30.22	OUT OF COUNTY
MAKINEN CLAUDIA	105438	151	-391	2008	-28.16	OUT OF COUNTY
MAKINEN CLAUDIA	105438	151	-385	2009	-27.72	OUT OF COUNTY
FELLARS JIM	105820	151	-294	2004	-20.74	OUT OF COUNTY

ATTEST				COMMISSIONER				
DALE DAVIS								
				COMMISSIONER				
				COMMISSIONER				
				COMMISSIONER				
				COMMISSIONER				

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 7/16/13	Presenters Name: Krisena Marchal and Chuck Radosevich
Department or Organization: Grants and Facilities	Contact Phone and E-mail: 872-6470 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of the Sweetwater County Judicial Planning Grant Application and Related Documents	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Action Item - 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes (by the Chairman)
Additional Information:	
Three requested actions after presentation:	
(1) Public Hearing to receive citizen input about the project	
(2) Motion to approve Resolution 13-07-GR-01 for the Sweetwater County Judicial Planning Grant Application	
(3) Motion to approve, and authorize the Chairman to sign, the Title I Certification for the Sweetwater County Judicial Planning Grant Application	

PUBLIC NOTICE
Community Development Block Grant
Sweetwater County Judicial Planning Grant Application

The County Commissioners of the County of Sweetwater are seeking public input and public comments on a **Community Development Block Grant (CSBG) Planning Application**. The County of Sweetwater is interested in obtaining funding to develop a comprehensive judicial development plan so that the short and long-term justice needs of the community can be met. The grant request contemplated will not exceed \$25,000.

Other possible CDBG applications may be considered provided they support at least one of three National Objectives:

1. Benefit low and moderate income persons
2. Aid in the prevention or elimination of slums or blight
3. Activities designed to meet community development needs having a particular urgency.

The Wyoming Business Council administers the CDBG Program and lists the available funding on their web site at <http://www.wyomingbusiness.org/program/cdbg-applications-and-rules/3286>.

A Public Hearing to take public testimony and solicit public opinion on this matter will be held on **Tuesday, July 16, 2013 at 8:30am in the County Commissioners' meeting room located at 80 West Flaming Gorge Way, Green River, Wyoming**. Accommodations will be made for handicapped and non-English speaking minority individuals who wish to attend the Public Hearing.

Program rules are available at the Wyoming Business Council web site at <http://www.wyomingbusiness.org/program/cdbg-applications-and-rules/3286>.

For additional information, please contact Sweetwater County Grants Manager Krisena Marchal at (307) 872-6470 or email marchalk@sweet.wy.us.

/s/ Dale Davis, County Clerk

Publish: July 6, 2013

Resolution 13-07-GR-01
Community Development Block Grant
SWEETWATER COUNTY JUDICIAL PLANNING GRANT APPLICATION

A Resolution authorizing the submittal of a Community Development Block Grant (CDBG) application to the Wyoming Business Council for the purpose of developing a comprehensive Judicial Development Plan under the Community Development Planning Grant Category.

WHEREAS, the **Governing Body for Sweetwater County** desires to meet the short and long-term justice needs of the community by developing a Sweetwater County Judicial Development Plan which would improve the civil and criminal justice system and benefit the community, including low and moderate income families; and

WHEREAS, the **Governing Body for Sweetwater County** wish to partially finance the project with funding from a CDBG grant; and

WHEREAS, a public hearing was duly advertised on July 6, 2013 and held on July 16, 2013 to gather public input about this project and the Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE **Governing Body for Sweetwater County**, that a Planning CDBG grant application in the amount of \$25,000 will be submitted to the Wyoming Business Council with a minimum match of \$25,000 being provided by **Sweetwater County**.

BE IT FURTHER RESOLVED that the Chairman of the Sweetwater County Commission, as the chief elected official, and/or his duly appointed representative, will be the authorized representative of the **Governing Body for Sweetwater County** to act on matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 16th day of July, 2013.

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

By: _____

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

TITLE I CERTIFICATION OF APPLICANT
Sweetwater County Judicial Planning Grant Application

I, Wally J. Johnson, the County Commissioner Chairman of Sweetwater County, Wyoming certify that this application is being submitted with the understanding that responsibility for the following program requirements rest with me as the Chief Elected Official and the governing body of Sweetwater County (City, Town or County).

1. Compliance with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with all other applicable laws pertaining to distribution of Title I funds including identifying community development and housing needs, the needs of low to moderate income persons and the activities to be undertaken to meet such needs. I certify that I have read the current Final Rules and Regulations as adopted for the CDBG Program and will comply with all applicable rules and regulations which are considered a part of this application.(see Appendix A)
2. Compliance with the requirements for a citizen involvement process (Chapter 1, Section 8) which included (at a minimum):
 - a. Notice advertising Public Hearing providing at least seven (7) calendar days notice (Please attach a copy of notice and affidavit of publication) to be conducted prior to the application being submitted.
 - b. A summary of the public comment received at the hearing.
 - c. A copy of the signed minutes of the public hearing.
 - d. A copy of a signed council or commissioner's resolution supporting submittal of the application and including the grant type, amount of grant request and nature of the project, specified source and amount of match funding and public benefit resulting from the project.
3. Assurance that Community Development Block Grant funds will be expended exclusively for the purposes specified in the application and that in the event the project is not completed all grant funds will be returned to the state. If there is a sub-recipient of these grant funds they must also stipulate to this provision.

Signature

July 16, 2013

Chairman, Sweetwater County Commission

Sally Shoemaker

From: Krisena Marchal - Grants
Sent: Friday, July 05, 2013 2:32 PM
To: Dale Davis - County Clerk
Cc: Sally Shoemaker; Vickie Eastin
Subject: RE: Public Hearing for 7/16/13

Hi Sally,

As per the email below, I did advertise for a Public Hearing concerning the Judicial Planning Grant at 8:30am on July 16, 2013. I spoke to Dale about this and it will be combined with the grant application presentation on the agenda.

I will touch base with you about this next week.

Thanks,

Krisena

From: Dale Davis - County Clerk
Sent: Friday, July 05, 2013 12:32 PM
To: Krisena Marchal - Grants
Cc: Sally Shoemaker; Dale Davis - County Clerk; Vickie Eastin
Subject: RE: Public Hearing for 7/16/13

We usually do the Public Hearings first thing in the morning. Advertise for 8:30 AM and make sure Sally knows that you advertised for 8:30 AM.

Thanks.

***Dale Davis, County Clerk
Sweetwater County Clerk's Office
80 West Flaming Gorge Way, Suite 150
Green River, WY 82935***

***Ph: (307) 872-3732 Green River
Ph: (307) 922-5208 Rock Springs
Fx: (307) 872-3994
Ph: (307) 872-3765 Direct Line***

From: Krisena Marchal - Grants
Sent: Friday, July 05, 2013 11:31 AM
To: Dale Davis - County Clerk
Subject: Public Hearing for 7/16/13



Hi Dale,

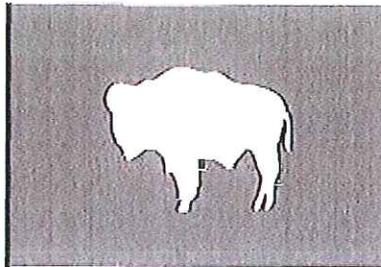
I need to advertise for a Public Hearing on 7/16/13 that is for a grant application. What time should I advertise it for?

Thanks,

Krisena

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street
Cheyenne, WY 82002
Phone: 307.777.7331
Fax: 307.777.2980
slmail@wyo.gov



MATTHEW H. MEAD
Governor

RYAN M. LANCE
Director

June 13, 2013

Sweetwater County
80 West Flaming Gorge Way, #19
Green River, WY 82935

RE: Grant #CWC-13290 Sw.
Grant Award Agreement

Dear Grantee:

On June 6, 2013 the State Loan and Investment Board approved a grant from Chapter 32 – Capital Improvement Projects – Countywide Consensus List Awards (Block Allocations) up to \$1,236,460.00 to assist in funding Health & Human Services Building.

This letter will serve as notice of grant conditions and instructions on how this office will disburse funds for this project.

It is highly recommended that the Governing body of the above recipient attend "Board Training." Please contact Wyoming Association of Rural Water Systems or Wyoming Association of Municipalities.

Conditions:

The State Loan and Investment Board agrees to furnish said granted funds only as needed to discharge eligible obligations (SLIB Chapter 32 rules) incurred by the Grantee; and requests for disbursements of said funds shall be supported by adequate proof by the Grantee that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

The Grantee agrees that the granted funds are to be spent only for the described purpose or project in the submitted application, and for no other project or purpose: Health & Human Services Building.

Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the State Loan and Investment Board as a percentage of the total eligible project cost given in the application. The State Loan and Investment Board's disbursement percentage for this project is 100%.

According to Chapter 32 Section 4 (b) (iii), the maximum amount reimbursable for engineering cost is limited to 20% of the grant amount approved, if applicable \$247,292.00.

If the State Loan and Investment Board provide additional funding for this project, the office will recalculate the disbursement percentage and the office will make disbursements based upon that percentage. The office will allow additional payments to bring the State Loan and Investment Board's disbursement percentage to the current percentage approved by the Board.

If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the State Loan and Investment Board. The Grantee further agrees to provide the State Loan and Investment Board upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided the State Loan and Investment Board within a reasonable time upon request. The Grantee further understands and agrees that the State

Loan and Investment Board may perform an audit or examination of the books and records of the grant at any time and without notice, and that said Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.

Special Conditions:

It is the responsibility of all applicants who receive funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards to comply with the provisions of W.S. 16-6-1001, Article 10, Capital Construction Projects Temporary Restrictions.

Please complete the Certification Statement and submit to our office as soon as possible. This form can be found on our website: <http://lands.state.wy.us> Click on "Grants & Loans", Under "Qualifications", Click on "Contractors & Design Firms Certification".

Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. Our office must receive the certification before any Grant Draft Requests can be reviewed and processed. In addition, you must reference which grants the completed certification is referencing. If you have any questions about the Certification, please contact Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

Disbursement of Funds:

To receive reimbursement for eligible expenditures, a grant draft request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering. If you have any questions about the form, reimbursement process, or eligible items, please contact Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

An electronic copy of the grant draft request form (with or without formulas) is available on our web site: <http://lands.state.wy.us> Click on Grants & Loans in the top menu bar, under "Mineral Royalty Grants", click on "Grant Draft Request". Then a "File Download" menu will appear – click on Save, be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to look at or work with: Example GDR with formulas, GDR with Formulas, GDR without Formulas

We recommend the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice.

Update the form with the following information:

Grant NO.: CWC-13290 Sw.
SLIB: 100%
LOCAL: 0%
Requested By: Sweetwater County
Project Description: Health & Human Services Building
D. Amount of Funds Approved for Project: \$1,236,460.00
Amount of Engineering Approved for Project should be: \$247,292.00

In addition, please be sure to update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person
Type the Phone number of the contact person
Type the e-mail address of the contact person

Be sure to print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

Upon receipt, our office will review for accuracy, eligibility, and submit for processing. The payment is issued directly from the State Auditor's office, typically on Monday and Thursday of each week.

To verify payment, please use the on-line payment search http://sao.state.wy.us/EFT_Search_page.htm available on the State Auditor's website, select "Vendor Payments Search" and enter as much information as you are able (Our Agency is Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top to sort by that column.

Authorized Signatories:

All grant draft request forms must be signed by your authorized signatories. By submission of a grant draft request, the grantee hereby warrants the signatories of the grant draft request form are authorized to sign on behalf of the grantee.

Acceptance:

By submitting a grant draft request the grantee hereby acknowledges reading the Chapter 32 rules and agrees to the conditions of this grant award as given in this letter.

Should you have any questions regarding this matter, do not hesitate to contact our office, 307-777-7309 or cristine.gillett@wyo.gov

Sincerely,



Beth Blackwell
Grants & Loans Manager

Certification Statement
W.S. 16-6-101 & W.S. 16-6-1001

W.S. § 16-6-101, et seq. PREFERENCE FOR RESIDENT CONTRACTORS

If advertisement for bids is required, the Contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" for this purpose means as defined by W.S. § 16-6-101. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of its certificate of residency with its bid.

W.S. § 16-6-1001(2011 Senate File 144) PREFERENCE FOR RESIDENT DESIGN FIRMS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services in the planning and design phases of facilities funded with monies subject to its provisions. Plans are to be submitted to Governor Matthew H. Mead, Capitol Building, Cheyenne, Wyoming 82002

Any funds from the Office of State Lands and Investments for capital construction projects authorized for expenditure after June 30, 2010, which have not been obligated by contract or designed as of January 17, 2011 must provide the signed statement below to the Office of State Lands and Investments with funding applications and prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the _____ County of Sweetwater _____ has
(City, Town, District)
complied with W.S. § 16-6-101 and W.S. § 16-6-1001 (2011 Senate File 144) unless otherwise noted below.

1. W.S. § 16-6-1001 (b)

Plan submitted to Governor's Office (Date submitted: _____)

Item #2 and #3 are project specific for:

CWC# 13290 Sw., MRG# _____, JPA# _____, CWSRF# _____, DWSRF# _____

2. W.S. § 16-6-1001(a)

Complied with W.S. § 16-6-1001(a)

Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason

Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

3. W.S. § 16-6-101

Complied with W.S. § 16-6-101, et. seq

Project has not been bid, but will include standard contract language to comply with W.S. § 16-6-101

Waiver Approved; attach copy of written documentation provided to Governor and Joint Appropriations Interim Committee with description and detailed reason

Exempt; attach copy of legal opinion and detailed reason provided to Governor and Joint Appropriations Interim Committee

Date: 07/16/13

Signature
County Commission Chairman
Title

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: July 16, 2013	Presenters Name: or Commissioner John Prokos
Department or Organization: Circuit Court	Contact Phone and E-mail: 872-3800
Exact Wording for Agenda: Commissioner Approval of Circuit Court Magistrates	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Any where after noon or 9:30 am.
Will there be Handouts? (If yes, include with meeting request form) YES	Will handouts require SIGNATURES: YES
Additional Information:	
<div style="font-size: 1.2em; color: blue; margin-left: auto; margin-right: auto;"> <p> Pursuant to Statute the Court is requesting the Commission approve appointment of part time magistrates </p> </div>	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- Any documents requiring Board Action or signature are considered agenda items and need to be requested in the same manner.

Circuit Court of the Third Judicial District
Sweetwater County, State of Wyoming

John R. Prokos
Circuit Court Judge

Amanda Chetterbock
Clerk of Court



P.O. Drawer 1720
Green River, WY 82935

(307) 872-3800
(307) 872-3973 fax

80 W. Flaming Gorge, Suite 206

July 10, 2013

Board of County Commissioners
c/o Sweetwater County Clerk
P.O. Box 730
Green River, WY 82935

HAND DELIVERED

Commissioners:

I find that the public interest requires I appoint several part-time magistrates to serve the Circuit Court for the Third Judicial District, Sweetwater County, Green River. I seek to have Michael Newman, G. Scott Nelson, Karen L. Marty, Stewart T. Toolson and Sue Kearns serve as part-time magistrates, and submit their names to you for your approval or rejection pursuant to W.S. § 5-9-210(b) (LexisNexis 2013). Magistrates are not paid from county funds but the circuit court budget as set by the State. The purpose of having magistrates is for "filling in" when a judge cannot be present to handle routine matters. Magistrate's powers are set forth in W.S. §5-9-212.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John R. Prokos", written over a circular stamp.

John R. Prokos
Circuit Court, Third Judicial District
Green River

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

APPROVAL OF PART-TIME MAGISTRATES TO SERVE THE CIRCUIT COURT, THIRD JUDICIAL DISTRICT, SWEETWATER COUNTY, GREEN RIVER, WYOMING

WHEREAS, pursuant to Wyo. Stat. Ann. § 5-9-210(b) (LexisNexis 2013), the Circuit Court Judge for the Third Judicial District, Sweetwater County, Green River has submitted the names of individuals to serve as part-time magistrates for said court; and

WHEREAS, the Sweetwater County Board of Commissioners understands that the appointment of part-time magistrates for said court is in the public interest; and

The Board of Commissioners hereby approves the following individuals to serve as part-time magistrates for the Circuit Court, Third Judicial District, Sweetwater County, Green River:

_____ Michael D. Newman
_____ G. Scott Nelson
_____ Karen L. Marty
_____ Stewart T. Toolson
_____ Sue Kearns

DATED this _____ day of _____, 2013.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTESTED TO:

Sweetwater County Clerk

June 24, 2013

Sweetwater County
80 West Flaming Gorge Way
Green River, Wyoming 82935

Attention: Mr. Wally Johnson, Sweetwater County Commissioners Chairman

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Sweetwater County, Wyoming (the "County"), which comprise governmental activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2013, which collectively comprise the basic financial statements. We will perform an audit of the County's governmental activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2013, which collectively comprise the basic financial statements. You acknowledge that we are the group auditor of the County's basic financial statements as of and for the year ended June 30, 2013. We will not audit the financial statements of Memorial Hospital of Sweetwater County, a business-type component unit. Those financial statements will be audited by component auditors. You have also requested that we report on whether the supplementary information included with the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that the required supplementary information (RSI) (management's discussion and analysis, budgetary information, schedule of funding progress, and the notes to required supplementary information) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). We will not express an opinion or provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.

We will also perform the audit of the County as of June 30, 2013, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

314 West 18th Street
P.O. Box 1088 (Zip 82003-1088)
Cheyenne, Wyoming 82001-4401
(307) 634-2151
Fax: (307) 634-4939

An Independently Owned Member
McGLADREY ALLIANCE

 **McGladrey**

The McGladrey Alliance is a premier affiliation of independent accounting and consulting firms.

The McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS; *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement. Those standards, circular, or supplement require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to management and the County Commissioners in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the County Commissioners: (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the County and that are to be included as part of our audit, are listed as follows:

Governmental Funds

General Fund
Jail Tax Fund
State/County Road Fund
CDC Tax Fund

Proprietary Fund

Internal Service-Insurance Fund

Fiduciary Fund

Property Tax Fund

Governmental Component Units

Sweetwater County Fair Board
Southwest Counseling Services
Sweetwater County Library System
Sweetwater County Museum
Sweetwater County Recreation Board
Sweetwater County Board of Health

Business-Type Component Unit

Memorial Hospital of
Sweetwater County

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements include the Memorial Hospital of Sweetwater County, which is being audited by other auditors, and those other entities identified above as governmental component units, which will be audited by us.

The Federal financial assistance programs and awards (greater than \$100,000) that you have told us that the County and its component units participate in and that are to be included as part of the single audit are:

<u>CFDA#</u>	<u>Administration</u>	<u>Name of Grant</u>	<u>Amount Expended to Date 7/1 – 5/30</u>
93.959	Southwest Counseling	Block Grants-Prevention and Treatment of Substance Abuse	\$ 448,072
15.226	Sweetwater County	Payment in Lieu of Taxes (PILOT)	3,077,940
93.569	Sweetwater County	Community Service Block Grant	130,113
20.205	Sweetwater County	Highway Planning and Construction	444,172
97.067	Sweetwater County	Homeland Security Grant Program	207,923

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and Federal statutes and regulations or assumed by contracts, and any state or Federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For: (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- e. To provide us with:
 - 1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - 2) Additional information that we may request from management for the purpose of the audit;
 - 3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - 4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
 - 5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information (presented in relation to the financial statements as a whole) in accordance with U.S. GAAP. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The County Commissioners and other Elected Officials are responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

McGee, Hearne & Paiz, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGee, Hearne & Paiz, LLP, also has not performed any procedures relating to this official statement.

Because McGee, Hearne & Paiz, LLP will rely on County and its management as previously defined to discharge the foregoing responsibilities, the County holds harmless and releases McGee, Hearne & Paiz, LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management which has caused, in any respect, McGee, Hearne & Paiz, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The County's Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the County personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Ms. Bonnie Phillips, Accounting Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain nonaudit services necessary for the preparation of the financial statements, including assistance in preparing the financial statements. The independence standards of GAS require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided.

A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. The County has agreed that Ms. Bonnie Phillips, Accounting Manager, possesses suitable skill, knowledge, or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

- a. The County has designated Ms. Bonnie Phillips, Accounting Manager, who possesses suitable skill, knowledge, and experience to oversee the services.
- b. Ms. Bonnie Phillips, Accounting Manager, will assume all management responsibilities for subject matter and scope of the services.
- c. The County will evaluate the adequacy and results of the services performed.
- d. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and when appropriate, those charged with governance, of the County of the objectives of the nonaudit service, the services to be performed, the County's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit service. We believe this letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed, for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee for rendering the services described in this letter for the year ending June 30, 2013 will not exceed \$80,000. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from the County personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate McGee, Hearne & Paiz, LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGee, Hearne & Paiz, LLP.

In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGee, Hearne & Paiz, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGee, Hearne & Paiz, LLP audit personnel and at a location designated by our Firm.

Claim Resolution

The County and McGee, Hearne & Paiz, LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGee, Hearne & Paiz, LLP or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. McGee, Hearne & Paiz, LLP's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to McGee, Hearne & Paiz, LLP for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the County Commissioners of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

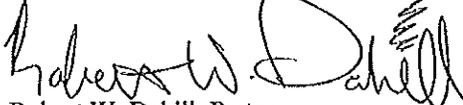
In addition to our report on the County's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of Federal awards for the year ending June 30, 2013.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between McGee, Hearne & Paiz, LLP and the County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

McGEE, HEARNE & PAIZ, LLP



Robert W. Dahill, Partner

Confirmed on behalf of the addressee:

_____, 2013
Mr. Wally Johnson, Chairman of the Board
of County Commissioners

_____, 2013
Mr. Dale Davis, County Clerk

_____, 2013
Ms. Bonnie Phillips, Accounting Manager

Enclosure: Peer Review Letter



CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SYSTEM REVIEW REPORT

October 7, 2010

To the Partners of
McGee, Hearne & Paiz, LLP
and the Peer Review Committee of the Nevada Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP (the firm) in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/orsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of McGee, Hearne & Paiz, LLP in effect for the year ended June 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. McGee, Hearne & Paiz, LLP has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Brady Martz". The signature is written in black ink and is positioned above the printed name of the firm.

Brady Martz & Associates P.C.

PUBLICATION OF GROSS SALARIES
SWEETWATER COUNTY, WYOMING

JULY, 2013

PURSUANT TO WYOMING STATUTE 18-3-516 (B) – PUBLICATION OF NAMES, SALARIES AND WAGES OF CERTAIN OFFICIALS AND EMPLOYEES: DURING JANUARY AND JULY OF EACH YEAR, THE NAME AND POSITION AND GROSS MONTHLY SALARY OF EACH CHIEF HEAD INCLUDING THOSE OFFICIALS AND DEPARTMENT HEADS OF BOARDS AND DEPARTMENTS FUNDED BY THE BOARD OF COUNTY COMMISSIONERS AND ELECTED OFFICIALS. THE PUBLICATION SHALL ALSO INCLUDE A LIST OF ALL OTHER FULL-TIME EMPLOYEE, INCLUDING GROSS MONTHLY SALARY FOR EACH POSITION. A BRIEF STATEMENT SHALL ACCOMPANY THE SALARY PUBLICATION SPECIFYING THAT ALL SALARIES ARE LISTED AS GROSS MONTHLY SALARIES OR ACTUAL MONTHLY WAGES, NOT INCLUDING ANY FRINGE BENEFITS SUCH AS HEALTH INSURANCE COSTS, LIFE INSURANCE BENEFITS AND PENSION PLANS. THE STATEMENT SHALL ALSO INDICATE THAT THE SALARIES OR WAGES DO NOT INCLUDE ANY OVERTIME (THAT) THE EMPLOYEE MAY EARN WHICH WOULD BE PAID BY THE COUNTY.

SWEETWATER COUNTY RECREATION BOARD

DON MURRAY	MAINTENANCE SUPERVISOR	4,954.38
GAYLE ABNEY	ADMINISTRATIVE OFFICER	4,324.40

WESTERN WYOMING FAMILY PLANNING

SHERRY REDDICK	DIRECTOR	4,859.42
	NURSE PRACTITIONER	6,015.70
	NURSE	2,293.90
	BOOKKEEPER	3,149.00

VOLUNTEER INFORMATION AND REFERRAL

ANN COPELAN	EXECUTIVE DIRECTOR	1,180.00
	REGISTERED NURSE	2,531.00
	SCHEDULING COORDINATOR	1,547.00
	ASSISTANT EX. DIRECTOR/CPC COORDINATOR	1,167.00
	OFFICE ASSISTANT	922.00

SWEETWATER COUNTY LIBRARY

JASON GRUBB	INTERIM DIRECTOR	\$6,171.60
BARBARA KENDALL	BUSINESS MANAGER	5,168.80
DEBORA SOULE'	COMMUNITY FINE ARTS CENTER DIRECTOR	4,436.25
DANIEL AMSBERRY	LIBRARY MANAGER	5,371.60
MICHELLE MASER	LIBRARY MANAGER	5,213.87
CHARLES DITTMAN	MANAGER, FACILITIES MAINTENANCE	4,870.67
BRYAN SCHUTZ	MANAGER, INFORMATION TECHNOLOGY	4,418.27
BRITTANY WELLS	PUBLIC RELATIONS/PROGRAMMING	4,007.47
JACQUELINE KRAMER	MANAGER, CIRCULATION/REFERENCE	3,506.53
KRISTEEN KLUTE	MANAGER, CIRCULATION/REFERENCE	3,506.53
CARLA PEREZ	MANAGER, TECHNICAL SERVICES	4,187.52

VICKI RILEY	MANAGER, YOUTH SERVICES	3,946.37
ANNE PARADY	MANAGER, YOUTH SERVICES	3,832.62
ELANOR DAVIS	MANAGER, YOUTH SERVICES	3,506.53
	ACQUISITIONS SPECIALIST	3,374.58
	CIRCULATION ASSISTANT	2,397.85
	CIRCULATION ASSISTANT	2,328.28
	CIRCULATION ASSISTANT	2,259.83
	COMMUNITY FINE ARTS CENTER ASSISTANT	
	DIRECTOR	3,003.00
	MAINTENANCE ASSISTANT	3,003.00
	REFERENCE LIBRARIAN	3,276.00
	REFERENCE LIBRARIAN	3,180.45
	REFERENCE LIBRARIAN	3,087.93
	YOUTH SERVICES SPECIALIST	2,945.37
	YOUTH SERVICES SPECIALIST	2,695.12
	YOUTH SERVICES SPECIALIST	2,616.25

SWEETWATER COUNTY HISTORICAL MUSEUM

RUTH LAURITZEN	DIRECTOR	5,875.22
	CURATOR	4,375.00
	EXHIBITS COORDINATOR	3,766.88
	SECRETARY/STORE MANAGER	2,844.12

YOUTH HOME INC.

DAVID E. THORNE	EXECUTIVE DIRECTOR	4,234.68
AMBER EVERMAN	PROGRAM DIRECTOR	3,617.60
BRANDON KERSEY	ROCK SPRINGS HOUSE MANAGER	2,560.00
MANDY SHILTS	GREEN RIVER HOUSE MANAGER	2,560.00
STACY WAGNER	OFFICE MANAGER	1,805.00
	RESIDENTIAL COUNSELOR	1,108.80
	RESIDENTIAL COUNSELOR	1,449.84
	RESIDENTIAL COUNSELOR	1,760.00
	RESIDENTIAL COUNSELOR	1,848.00
	RESIDENTIAL COUNSELOR	1,904.00
	RESIDENTIAL COUNSELOR	1,904.00
	RESIDENTIAL COUNSELOR	1,960.00

RESIDENTIAL COUNSELOR	2,281.00
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SOUTHWEST COUNSELING

LINDA ACKER	EXECUTIVE DIRECTOR	12,308.71
MICHAEL BAUER	OUTPATIENT MENTAL HEALTH MANAGER	8,789.35
CHRISTY LEGAULT	OFFICE MANAGER	4,003.75
LAURA SCHMID-PIZZATO	RECOVERY SERVICES MANAGER	9,191.00
KARRY WILCOX	HUMAN RESOURCE MANAGER	5,213.30
SCOTT WILCOX	PSYCHOSOCIAL REHAB MANAGER	7,769.29
MELISSA WRAY-MARCHETTI	BUSINESS MANAGER	5,870.69
	PHYSICIAN ASSISTANT, PA-C	9,864.92
	NURSE PRACTITIONER, M.S., R.N.	9,864.92
	LICENSED PSYCHOLOGIST, PH.D.	6,421.47
	THERAPEUTIC COMMUNITY SUPERVISOR, M.S.W.	5,465.30
	OUTPATIENT RECOVERY PROGRAM SUPERVISOR, M.S.W.	4,415.67
	THERAPIST, M.S.W.	4,268.19
	THERAPIST, M.S.W	3,948.03
	THERAPIST, M.S.W	3,833.27
	THERAPIST, M.S.W	3,502.00
	THERAPIST, M.S.W	3,371.38
	THERAPIST, M.S.W	3,338.32
	THERAPIST, M.S.W	3,305.27
	THERAPIST, M.S.W	3,304.77
	THERAPIST, M.A.	3,871.38
	THERAPIST, M.A.	3,371.38
	THERAPIST, M.S.	4,919.64
	THERAPIST, M.S.	4,666.60
	THERAPIST, M.S.	3,947.96
	THERAPIST, M.S.	3,305.27
	THERAPIST, M.S. ED.	3,305.47
	THERAPIST, M.S. ED.	3,305.47
	THERAPIST, B.S.	4,611.49
	CERTIFIED ADDICTIONS WORKER, BSW	2,935.61
	CERTIFIED ADDICTIONS WORKER, BSW	2,907.10
	CERTIFIED ADDICTIONS WORKER, BSW	2,849.43
	CERTIFIED ADDICTIONS PRACTITIONER ASSISTANT	3,118.27
	CERTIFIED ADDICTIONS PRACTITIONER ASSISTANT	2,839.20
	CERTIFIED ADDICTIONS PRACTITIONER ASSISTANT	2,457.87
	RESIDENTIAL CASE MANAGER SUPERVISOR	3,649.96
	RESIDENTIAL CASE MANAGER SUPERVISOR	3,284.23
	CASE MANAGER, B.A.	3,112.27
	CASE MANAGER, B.A.	2,794.18

TREATMENT SUPPORT TEAM MEMBER	2,173.60
IT ADMINISTRATOR	5,700.80
IT SUPPORT STAFF	4,068.30
HUMAN RESOURCE/PAYROLL CLERK	4,761.47
PR SPECIALIST	3,364.70
SUPERVISOR A/R STAFF	3,319.33
A/R STAFF	2,445.73
A/R STAFF	2,445.73
A/R STAFF	2,421.47
A/P CLERK	2,863.47
PURCHASING CLERK	2,445.73
QA SUPPORT STAFF	2,352.13
SUPPORT STAFF	3,596.67
SUPPORT STAFF	2,648.53
SUPPORT STAFF	2,544.53
SUPPORT STAFF	2,499.47
SUPPORT STAFF	2,326.13
SUPPORT STAFF	2,194.40
SUPPORT STAFF	2,173.60
SUPPORT STAFF	2,173.60
SUPPORT STAFF	2,173.60
SUPPORT STAFF	2,171.87
MAINTENANCE	2,606.93
CUSTODIAN	2,343.47
CUSTODIAN	2,142.40

SWEETWATER CHILD DEVELOPMENTAL CENTER

LYDIA ANN OWEN	REGIONAL COORDINATOR	\$7,333.34
MARILYN FLAMMANG	PROGRAM COORDINATOR	5,956.08
MICKI PENCE	PROGRAM COORDINATOR	6,371.62
	PHYSICAL THERAPIST	4,775.00
	OCCUPATIONAL THERAPIST	4,775.00
	CERTIFIED OT ASSISTANT	4,006.04
	CERTIFIED OT ASSISTANT	2,751.88
	SPEECH THERAPIST	4,508.44
	SPEECH THERAPIST	5,108.34
	SPEECH THERAPIST	4,775.00
	SPEECH THERAPIST	5,108.34
	FAMILY SERVICE COORDINATOR	4,400.00
	FAMILY SERVICE COORDINATOR	3,658.34
	FAMILY SERVICE COORDINATOR	1,899.34
	FAMILY SERVICE COORDINATOR/INTERPRETER	2,697.92
	TEACHER	4,333.34
	TEACHER	3,591.68
	TEACHER	3,208.34

TEACHER	5,200.00
TEACHER	5,150.00
TEACHER	3,658.34
TEACHER	4,333.34
TEACHER	4,000.00
PARAPROFESSIONAL	1,559.40
PARAPROFESSIONAL	1,991.08
PARAPROFESSIONAL	2,314.82
PARAPROFESSIONAL	1,122.34
PARAPROFESSIONAL	1,521.64
PARAPROFESSIONAL	1,850.78
PARAPROFESSIONAL	1,624.16
PARAPROFESSIONAL	1,634.94
PARAPROFESSIONAL	1,332.78
PARAPROFESSIONAL	1,564.80
PARAPROFESSIONAL	1,521.64
PARAPROFESSIONAL	1,624.16
PARAPROFESSIONAL	1,877.76
PARAPROFESSIONAL	1,006.00
PARAPROFESSIONAL	1,436.44
PARAPROFESSIONAL	1,888.54
EDUCATIONAL ASSISTANT	1,559.40
EDUCATIONAL ASSISTANT	886.20
EDUCATIONAL ASSISTANT	1,046.80
RESOURCE COORDINATOR	4,419.99
BUSINESS MANAGER	4,875.00
CLIENT COORDINATOR	1,845.38
CLIENT COORDINATOR	2,472.84
REGIONAL SECRETARY	2,656.50
REGIONAL MAINTENANCE COORDINATOR	3,721.67
REGIONAL BILLING CLERK	1,823.80
CLIENT COORDINATOR ASSISTANT	1,796.82
CLIENT COORDINATOR ASSISTANT	2,061.22
DATA MANAGER	1,790.40
DATA MANAGER	1,786.02
COUNSELOR	4,575.00
COUNSELOR	4,308.34
JANITOR	2,126.68

ROCK SPRINGS SWEETWATER COUNTY AIRPORT

TERRY F. DOAK	AIRPORT MANAGER	6,966.27
	ADMINISTRATIVE SECRETARY	3,588.00
	OPERATIONS SPECIALIST	4,629.73
	OPERATIONS SPECIALIST	4,629.73
	OPERATIONS SPECIALIST	4,860.27

OPERATIONS SPECIALIST	4,766.67
OPERATIONS SPECIALIST	4,629.73
OPERATIONS SPECIALIST	4,407.87
OPERATIONS SPECIALIST	3,159.87

YWCA OF SWEETWATER COUNTY

CHRISTIE DEGRENDELE	EXECUTIVE DIRECTOR	4,738.00
CHERYL TARNO	FINANCE DIRECTOR	3,792.00
MARIE WILSON	EARLY CARE & LEARNING CENTER DIRECTOR	3,869.00
	GREEN RIVER EARLY CARE & LEARNING CENTER DIRECTOR	3,252.00
KATHY FETCH	BIG BROTHERS BIG SISTERS DIRECTOR	3,250.00
MELINDA BAAS	ADMINISTRATIVE ACCOUNTING ASST.	1,625.00
	FINANCIAL DEVELOPMENT COORDINATOR	2,067.00
	EC & LC ADMINISTRATIVE ACCOUNTING ASST.	2,167.00
	EC & LC ADMINISTRATIVE ACCOUNTING ASST.	2,068.00
LAUREN SCHOENFELD	PROGRAM DIRECTOR	3,714.00
	DIRECT SERVICES MANAGER	3,527.00
LAURA HABIBI	FAMILY JUSTICE CENTER DIRECTOR	3,542.00
	SHELTER MANAGER	2,508.00
	SHELTER COORDINATOR	2,068.00
	SHELTER COORDINATOR	2,080.00
	GREEN RIVER SERVICES COORDINATOR	2,470.00
	DIRECT SERVICE ADVOCATE	2,149.00
	DIRECT SERVICE ADVOCATE	2,012.00
	SAFE HOUSE OFFICE MANAGER	2,012.00
	ASSISTANT CHILDCARE DIRECTOR	2,773.00
	ASSISTANT CHILDCARE DIRECTOR	2,773.00
	ATTENDANT	2,056.00
	ATTENDANT	2,333.00
	ATTENDANT	2,056.00
	ATTENDANT	2,056.00
	ASSISTANT ATTENDANT	1,801.00
	ASSISTANT ATTENDANT	1,801.00

MEMORIAL HOSPITAL

GERARD KLEIN	CEO	24,999.87
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IRENE RICHARDSON	C.F.O.	13,890.93
DEBORAH GASPAR	CNO	12,701.87
JOHN MARTINSKY	VP - CLINICAL SERVICES	10,833.33
KERI CHORAZEWITZ	VP- COMPLIANCE EMPLOYEE RESOUR	10,833.33
DANIEL FRINK	VP - SWEETWATER MEDICAL GROUP	7,624.93
STEPHANIE MLINAR	DIR. - ACUTE CARE SVCS/ICU	7,500.13
PATTY O'LEXY	DIR. - CARDIAC REHABILITATION	4,829.07
CRYSTAL HAMBLIN	DIR. - CARDIOPULMONARY	5,803.20
JASON JONES	DIR. - DIALYSIS	6,612.67
KRISTY NIELSON	DIR. - EDUCATION	5,832.67
PHILLIP REINTS	DIR. - EMERGENCY SVCS	7,500.13
REBECCA RUTHENBECK	DIR. - FOUNDATION	4,960.80
JANELLE NICKELL	DIR. - H.I.M.	6,888.27
RICH TYLER	DIR. - INFO SVCS	6,772.13
LANETTE KROUPA	DIR. - LABORATORY	6,943.73
JAMES HORAN	DIR. - MAINTENANCE	7,917.87
TERALEE AUBREY	DIR. - MAT. MGMT	5,059.60
TRACIE SOLLER	DIR. - MEDICAL IMAGING	7,028.67
TRACEY OSTDAHL	DIR. - MEDICAL STAFF SRVCS	5,279.73
DWIGHT BLANKENSHIP	DIR. - NUTRITION SVCS	6,666.40
KALLIE MIKKELSON	DIR. - OBSTETRICS	7,500.13
RONALD CHEESE	DIR. - PATIENT FINANCIAL SVCS	8,014.93
DEBORAH DEFAUW	DIR. - PHYSICAL THERAPY	6,954.13
NOREEN HOVE	DIR. - SURGICAL SVCS	7,500.13
DAVID BELTRAN	DIR. -SECURITY & EMERG. MGMT.	5,220.80
JANAE GALE	DIR. - VOLUNTEER SVCS/CUST RLNS	5,174.00
	ACCT SPECIALIST - A/P	2,924.13
	ACCT SPECIALIST - P/R	3,204.93
	ADMIN. ASST./QUALITY	3,861.87
	ADMITTING SPECIALIST	2,267.20
	ADMITTING SPECIALIST	2,632.93
	ADMITTING SPECIALIST - E.R.	2,641.60
	ADMITTING SPECIALIST - E.R.	2,289.73
	ADMITTING SPECIALIST - E.R.	2,085.20
	ADMITTING SPECIALIST - E.R.	2,003.73
	ADMITTING SPECIALIST - E.R.	2,050.53
	ADMITTING SPECIALIST - E.R.	2,149.33
	ADMITTING SPECIALIST - E.R.	2,003.73
	ADMITTING SPECIALIST - E.R.	2,003.73
	ADMITTING SPECIALIST - E.R.	2,052.27
	BIOMED EQUIP TECH	4,374.93
	BUYER	3,132.13
	C.N.A.	2,249.87
	C.N.A.	1,979.47
	C.N.A.	2,970.93

C.N.A.	2,317.47
C.N.A.	2,090.40
C.N.A.	2,069.60
C.N.A.	2,045.33
C.N.A.	2,055.73
C.N.A.	2,069.60
C.N.A.	2,329.60
C.N.A.	1,979.47
C.N.A.	2,738.67
C.N.A.	2,591.33
C.N.A./MOS	2,520.27
C.N.A./MOS	2,069.60
CARDIOPULMONARY AID	2,504.67
CASE MANAGER	5,387.20
CASE MANAGER	6,422.00
CASE MANAGER	6,058.00
CENTRAL SCHEDULING TECH.	2,693.60
CENTRAL SCHEDULING TECH.	2,069.60
CENTRAL SUPPLY AIDE	2,066.13
CENTRAL SUPPLY AIDE	2,475.20
CENTRAL SUPPLY AIDE	2,475.20
CERTIFIED PATIENT CARE TECH	2,742.13
CERTIFIED RESPIRATORY THERAPIS	2,342.60
CERTIFIED RESPIRATORY THERAPIS	1,563.47
CLINIC NURSE MANAGER	4,839.47
CLINICAL COORDINATOR	4,853.33
CLINICAL COORDINATOR	5,832.67
CLINICAL COORDINATOR	4,853.33
CLINICAL COORDINATOR	4,853.33
CLINICAL COORDINATOR	5,376.80
CLINICAL COORDINATOR	5,746.00
CLINICAL COORDINATOR	4,853.33
CLINICAL COORDINATOR	4,440.80
CLINICAL DIETITIAN	2,083.47
CLINICAL INTERN	2,641.60
COLLECTIONS CLERK	2,346.93
COLLECTIONS CLERK	2,527.20
COLLECTIONS CLERK	2,301.87
COLLECTIONS CLERK	2,572.27
COLLECTIONS CLERK	2,475.20
COLLECTIONS CLERK	2,348.67
COLLECTIONS CLERK	2,487.33
COLLECTIONS SPECIAL	3,489.20
CONTROLLER	7,607.60
COOK	3,054.13

COOK	2,794.13
COOK	3,054.13
COOK	3,054.13
CT TECH	3,499.60
CT TECH	4,251.89
CT TECH	4,868.93
DIETARY AIDE	2,579.20
DIETARY AIDE	2,130.27
DIETARY AIDE	1,794.00
DIETARY AIDE	1,837.33
DIETARY AIDE	1,837.33
DIETARY AIDE	1,802.67
DIETARY AIDE	2,665.87
DIETARY AIDE	2,170.13
DIETARY AIDE	1,768.00
DIETARY CLERK	2,376.40
EDUCATION COORD.	4,756.27
EMERGENCY DEPT. TECHNICIAN	2,360.80
EMERGENCY DEPT. TECHNICIAN	2,480.40
ENV QLTY ASSOC/SFTY COMP COORD	5,272.80
EXECUTIVE ASSISTANT	4,463.33
EXERCISE SPECIALIST	4,764.93
H.R. SPECIALIST	3,449.33
H.R. SPECIALIST	3,813.33
HELP DESK ANALYST/PC TECH	3,489.20
HELP DESK ANALYST/PC TECH	3,378.27
HIM TECH	1,311.27
HIM TECH	2,239.47
HIM TECH	2,239.47
HIM TECH	2,574.00
HIM TECH	2,622.53
HISTOLOGY TECH.	2,898.13
HISTOLOGY TECH.	4,354.13
HOUSE SUPERVISOR	5,138.80
HOUSE SUPERVISOR	5,399.33
HOUSE SUPERVISOR	6,194.93
HOUSEKEEPER	1,733.33
HOUSEKEEPER	2,522.00
HOUSEKEEPER	1,913.60
HOUSEKEEPER	2,392.00
HOUSEKEEPER	2,440.53
HOUSEKEEPER	1,826.93
HOUSEKEEPER	1,733.33
HOUSEKEEPER	2,461.33
HOUSEKEEPER	1,183.87

HOUSEKEEPER	2,029.73
HOUSEKEEPER	2,045.33
HOUSEKEEPER	2,345.20
HOUSEKEEPER	1,790.53
HOUSEKEEPER	2,067.87
HOUSEKEEPER	1,924.00
HOUSEKEEPER	1,811.33
HSKP/LNDRY SUPER	2,444.00
HSKPG/LAUNDRY MANAGER	4,439.07
I.C. - EMP HEALTH COOR	5,848.27
INPATIENT CODER (DRG)	6,323.60
JOURNEYMAN ELECTRICIAN	4,134.00
JOURNEYMAN PLUMBER	3,808.13
L.P.N.	2,530.67
LAB ASST / PHLEBOTOMST	2,340.00
LAB ASST / PHLEBOTOMST	3,584.53
LAB ASST / PHLEBOTOMST	2,015.87
LAB ASST / PHLEBOTOMST	3,584.53
LAB ASST / PHLEBOTOMST	2,709.20
LAB ASST / PHLEBOTOMST	3,570.67
LAB ASST / PHLEBOTOMST	2,964.00
LAB ASST / PHLEBOTOMST	2,340.00
LAB ASST SUPERVISOR	2,790.67
LAB SUPERVISOR	6,832.80
LAUNDRY WORKER	1,839.07
LAUNDRY WORKER	1,859.87
LAUNDRY WORKER	1,733.33
LAUNDRY WORKER	2,464.80
LAUNDRY WORKER	1,768.00
LAUNDRY WORKER	1,891.07
LEAD RAD. TECH.	5,895.07
M. D. - ONCOLOGIST	33,333.73
M. D. - OTOLARYNGOLOGIST	33,333.73
M. D. - PULMONOLOGIST	33,333.73
M.D. - ANESTHESIOLOGIST	29,584.53
M.D. - ANESTHESIOLOGIST	29,582.80
M.D. - ANESTHESIOLOGIST	35,417.20
M.D. - FAMILY PRACT.	15,416.27
M.D. - INTERNIST	15,834.00
M.D. - NEPHROLOGIST	20,834.67
M.D. - OB/GYN	31,250.27
M.D. - ORTHOPEDICS	27,083.33
M.D. - PEDIATRICIAN	18,749.47
M.D. - PEDIATRICIAN	16,666.00
M.D. - PSYCHIATRIST	16,667.73

M.D. - SURGEON	25,001.60
M.D. - SURGEON	24,999.87
M.D. - SURGEON	27,083.33
MAINTENANCE COORDINATOR	2,913.73
MAINTENANCE MECHANIC	2,681.47
MAINTENANCE MECHANIC	3,941.60
MAINTENANCE MECHANIC	2,681.47
MAINTENANCE MECHANIC	3,941.60
MAINTENANCE MECHANIC	3,284.67
MAINTENANCE SUPERVISOR	7,498.40
MAINTENANCE/BIOMED	3,844.53
MAMMO TECH	4,217.20
MAMMO TECH	5,437.47
MAMMO TECH	1,925.73
MED. IMAGING AIDE	2,038.40
MED. IMAGING AIDE	2,688.40
MED. LABTECH	5,503.33
MED. LABTECH	5,503.33
MED. LABTECH	5,503.33
MED. LABTECH	1,275.53
MED. LABTECH	1,969.93
MED. LABTECH	3,948.53
MED. TECH	6,084.00
MED. TECH	6,084.00
MED. TECH	6,084.00
MED. TECH	4,428.67
MED. TECH	6,066.67
MED. TECH	5,321.33
MEDICAL ASSISTANT	2,168.40
MEDICAL ASSISTANT	2,866.93
MEDICAL ASSISTANT	2,222.13
MEDICAL CLINIC RECEPTIONIST	2,501.20
MEDICAL CLINIC RECEPTIONIST	2,877.33
MEDICAL CLINIC RECEPTIONIST	2,277.60
MGR. OF MKTG & PR	6,330.13
N.U.S.	1,901.47
N.U.S.	2,241.20
N.U.S.	1,875.47
N.U.S.	2,778.53
N.U.S.	2,435.33
N.U.S.	1,901.47
NUC. MED. TECH.	6,766.93
NUC. MED. TECH.	4,052.53
NURSING INFORMATICS SPECIALIST	5,024.93
NURSING INFORMATICS SPECIALIST	5,253.73

NUTR SVC SUPERVISOR	5,012.80
O.R. SCRUB TECH	2,984.80
O.R. SCRUB TECH	2,744.93
O.R. SCRUB TECH	2,984.80
O.R. AIDE I	2,112.93
O.R. AIDE II	2,587.87
OCCUPATIONAL THERAPIST	3,135.60
OUTPATIENT CODER	3,310.67
OUTPATIENT CODER	3,068.00
OUTPATIENT CODER	2,584.40
P.A.	8,333.87
P.I. ASSOCIATE	2,937.13
P.T. ASSISTANT	3,026.40
PACS ADMINISTRATOR	4,459.87
PATIENT ACCT SPCLST	4,475.47
PATIENT CARE TECH	2,069.60
PBX OPERATOR	2,047.07
PBX OPERATOR	2,003.73
PHYSICAL THERAPIST	5,720.00
PHYSICIAN BILLING COORDINATOR	3,328.00
PHYSICIAN BILLING COORDINATOR	3,986.67
PHYSICIAN RECRUITMENT MANAGER	4,439.07
PRACTICE COORDINATOR	3,211.87
PRACTICE COORDINATOR	2,917.20
PRE-ADMISSION SCHEDULER	2,726.53
PRE-ADMISSION SCHEDULER	2,334.80
PRE-ADMISSION SCHEDULER	3,076.67
PT. ADMISSION SPEC.	4,475.47
PURCHASING ASSOCIATE	3,052.40
QUALITY COORDINATOR	4,510.13
RAD. TECH. I (ARRT)	3,423.33
RAD. TECH. I (ARRT)	3,291.60
RAD. TECH. I (ARRT)	2,663.27
RADIATION THERAPIST	9,165.87
RECEIVING CLERK	3,012.53
REG. RESP. THERAPIST	2,116.40
REG. RESP. THERAPIST	3,272.53
REG. RESP. THERAPIST	5,187.87
REG. RESP. THERAPIST	4,686.93
REG. RESP. THERAPIST	4,468.53
REG. RESP. THERAPIST	4,050.80
REGISTERED NURSE	3,813.33
REGISTERED NURSE	1,954.33
REGISTERED NURSE	3,771.73
REGISTERED NURSE	3,948.53

REGISTERED NURSE	6,084.00
REGISTERED NURSE	1,974.27
REGISTERED NURSE	5,902.00
REGISTERED NURSE	5,954.00
REGISTERED NURSE	4,043.87
REGISTERED NURSE	4,621.07
REGISTERED NURSE	1,974.27
REGISTERED NURSE	4,004.00
REGISTERED NURSE	3,851.47
REGISTERED NURSE	3,813.33
REGISTERED NURSE	3,861.87
REGISTERED NURSE	3,851.47
REGISTERED NURSE	3,813.33
REGISTERED NURSE	4,862.00
REGISTERED NURSE	4,763.20
REGISTERED NURSE	4,043.87
REGISTERED NURSE	5,593.47
REGISTERED NURSE	3,870.53
REGISTERED NURSE	5,061.33
REGISTERED NURSE	2,812.33
REGISTERED NURSE	3,042.00
REGISTERED NURSE	4,345.47
REGISTERED NURSE	3,813.33
REGISTERED NURSE	4,501.47
REGISTERED NURSE	2,796.73
REGISTERED NURSE	3,948.53
REGISTERED NURSE	4,451.20
REGISTERED NURSE	3,948.53
REGISTERED NURSE	4,043.87
REGISTERED NURSE	4,004.00
REGISTERED NURSE	5,515.47
REGISTERED NURSE	4,525.73
REGISTERED NURSE	3,041.00
REGISTERED NURSE	4,004.00
REGISTERED NURSE	5,694.00
REGISTERED NURSE	2,097.33
REGISTERED NURSE	3,948.53
REGISTERED NURSE	3,908.67
REGISTERED NURSE	4,004.00
REGISTERED NURSE	3,813.33
REGISTERED NURSE	2,563.60
REGISTERED NURSE	2,049.67
REGISTERED NURSE	3,908.67
REGISTERED NURSE	4,525.73
REGISTERED NURSE	3,948.53

REGISTERED NURSE	4,290.00
REGISTERED NURSE	3,813.33
REGISTERED NURSE	4,158.27
REGISTERED NURSE	3,813.33
REGISTERED NURSE	2,347.80
REGISTERED NURSE	4,000.53
REGISTERED NURSE	5,593.47
REGISTERED NURSE	5,085.60
REGISTERED NURSE	2,002.00
REGISTERED NURSE	3,908.67
REGISTERED NURSE	4,064.67
REGISTERED NURSE	3,003.00
REGISTERED NURSE	3,948.53
REGISTERED NURSE	4,257.07
REGISTERED NURSE	4,009.33
REGISTERED NURSE	3,813.33
REGISTERED NURSE	3,813.33
REGISTERED NURSE	3,813.33
REGISTERED NURSE	3,723.20
REGISTERED NURSE	3,813.33
REGISTERED NURSE	3,908.67
REGISTERED NURSE	5,499.87
REGISTERED NURSE	5,492.93
REGISTERED NURSE	4,043.87
REGISTERED NURSE	3,908.37
REGISTERED NURSE	4,004.00
REGISTERED NURSE	6,084.00
REGISTERED NURSE	2,607.80
REGISTERED NURSE	2,463.07
REGISTERED NURSE	5,475.60
SAFETY AND SECURITY OFFICER	3,723.20
SECURITY OFFICER	3,653.87
SECURITY OFFICER	2,684.93
SECURITY OFFICER	3,310.67
SECURITY OFFICER	2,636.40
SECURITY SUPERVISOR	3,473.60
SENIOR FINANCE ANALYST	4,374.93
SENIOR SYSTEMS ADMINISTRATOR	6,191.47
SLP LAB T-GIST/RPSGT	5,168.80
SPEECH THERAPIST	3,466.67
STAFF ACCOUNTANT	4,220.67
STERILE PROC TECH	2,216.93
STERILE PROC TECH	2,825.33
SUMMER H.S. PROGRAM	1,182.13
TELEMETRY TECHNICIAN	2,090.40

	TRANSCRIPTIONIST	2,931.07
	TRANSCRIPTIONIST	1,354.60
	TRAUMA COORDINATOR	4,829.07
	ULTRASOUND TECH.	4,194.67
	ULTRASOUND TECH.	4,506.67
	ULTRASOUND TECH.	4,763.20
	ULTRASOUND TECH.	6,085.73
HOSPICE OF SWEETWATER COUNTY		
PAMELA L. JELACA, CHA	EXECUTIVE DIRECTOR	5,818.00
TEDDI VAN KAM, RN,BSN	DIRECTOR OF PATIENT FAMILY SERVICES	4,965.00
JENNY POMPY	OFFICE MANAGER	2,425.00
ANN MARIE DUPAPE, RN	RN CASE MANAGER	4,641.00
GOLDEN HOUR SENIOR CITIZENS CENTER		
BETH WHITMAN	DIRECTOR	3,334.93
BARBARA PRAYTOR	KITCHEN MANAGER	2,816.67
SUSAN BISH	SENIOR COOK	2,513.33
YOUNG AT HEART SENIOR CITIZENS CENTER		
JEANINE M. COX	DIRECTOR	5,083.00
JANET PACKER	BOOKKEEPER	2,795.00
LEE BLOUNT	DIETARY MANAGER	2,196.00
DAPHNE PALMER	HOME DELIVERED MEALS COORDINATOR	2,395.00
GLORIA ADAIR	CASE MANAGER CBIHS	3,083.00
CHARLENE LARSON	BOOKKEEPER	3,003.00
KAREN SCHANNO	HOME HEALTH COORDINATOR	5,300.00
BOARD OF HEALTH		
<u>PUBLIC HEALTH</u>		
JANET L GERKEN	DIRECTOR	7,570.83
	PUBLIC HEALTH NURSE	6,837.58
	PUBLIC HEALTH NURSE	5,591.17
	PUBLIC HEALTH NURSE	4,994.92
	PUBLIC HEALTH NURSE	4,994.92
	PUBLIC HEALTH NURSE	5,785.83
	PUBLIC HEALTH NURSE	5,270.17
	PUBLIC HEALTH NURSE	5,428.33
	PUBLIC HEALTH NURSE	5,428.33
	BEST BEGINNINGS COORDINATOR	5,002.00
	ALL HAZARDS RESPONSE COORD.	5,428.33
	HOME HEALTH AIDE	2,878.75
	HOME HEALTH AIDE	2,965.08
	HOME HEALTH AIDE	2,878.75
	OFFICE/CLERICAL	4,056.42

	OFFICE/CLERICAL	3,604.08
	OFFICE/CLERICAL	2,934.67
<u>HEALTH OFFICER</u>		
JEAN A. STACHON	COUNTY HEALTH OFFICER	3,000.00
<u>ENVIRONMENTAL HEALTH</u>		
PAUL T NG	ENVIRONMENTAL OFFICER	6,393.14
ANNETTE L CORDIER	ADM ASST/LAB TECHNICIAN	3,567.08
	ENVIRONMENTAL SPECIALIST	5,239.83
SWEETWATER FAMILY RESOURCE CENTER		
KATHY GARRISON	EXECUTIVE DIRECTOR	3,768.75
SWEETWATER COUNTY CONSERVATION DISTRICT		
KAREN PECHENY	DISTRICT CLERK	3,144.18
FOOD BANK OF SWEETWATER COUNTY		
MARY K. SILER	EXECUTIVE DIRECTOR	3,680.00
BRITTANY OGDEN	OFFICE MANAGER	1,456.00
STACEY RODGERS	WAREHOUSE SPECIALIST	1,253.00
ASHLEY HOUCHIN	WAREHOUSE HELPER	1,190.00
BOYS & GIRLS CLUB OF SWEETWATER COUNTY		
LISA STEWART	CHIEF PROFESSIONAL OFFICER	3,600.00
COOPERATIVE EXTENSION		
TANYA HAMNER	INTERIM 4-H EDUCATOR	2,914.00
PAM MCGARVEY	OFFICE ADMINISTRATOR	2,738.00
JOSEPHINA IBARRA	EXTENSION EDUCATOR ASST	3,959.00
WENDY NIELSON	CENT\$IBLE NUTRITION PROG ASSOC	2,529.00
SWEETWATER COUNTY EVENTS COMPLEX		
LARRY LLOYD	DIRECTOR	8,543.59
DREW DUNN	MAINTENACE SUPERVISOR	6,236.97
CHAD BANKS	COORDINATOR	6,236.97
KANDI PENDLETON	COORDINATOR	5,657.10
	ACCOUNTANT	5,387.72
	MAINTENANCE III	5,285.58
	MAINTENANCE III	5,285.58
	MAINTENANCE II	4,565.60
ERIKA KOSHAR	ADMIN SECY/OFC MGR	4,343.43
	MAINTENANCE II	3,945.07
	MAINTENANCE II	3,939.87
	MAINTENANCE II	3,404.27
	CARETAKER	480.48

CASTLE ROCK HOSPITAL DISTRICT

AMY, CHARLES JOE	PHYSICIAN ASSISTANT	8,333.87
CUDNEY, CONNIE	ACTIVITIES DIRECTOR	3,419.87
DANSIE, DAVID	MD/FAMILY PRACTICE-MEDICAL DIRECTOR	13,750.53
DAY, AMY	MATERIALS COORDINATOR	3,300.27
DOCKTER, BAILIE	HR DIRECTOR	6,413.33
DROZD, BOBBI JO	ADMINISTRATOR	8,037.47
FAUNTLEROY, CONNIE	PEDIATRICIAN	13,332.80
HUGHES, MICHAEL	IT DIRECTOR	5,416.67
KOENIG, HAZEL	SOCIAL SERVICES DIRECTOR	4,484.13
KOMBRINCK, JASON	PHYSICAL THERAPY DIRECTOR	10,400.00
KUMER, KATHY	DIRECTOR OF NURSING	7,342.40
LACQUEMENT, DOTTIE	VILLA DIRECTOR	3,170.27
MARTINEZ, MARGARET 'ROSIE'	DIETARY MANAGER	3,409.47
MIDKIFF, EARL	HOUSEKEEPING/LAUNDRY SUPERVISOR	3,170.27
ROBERTSON, JOEL	PHYSICIAN ASSISTANT	6,959.33
SUMMERS, NICOLE	D.O.	13,332.80
TAYLOR, JOHN	AMBULANCE DIRECTOR	4,217.20
TOOLSON, TODD	CFO	7,498.40
TRAFTON, SUSAN	CHIEF X-RAY TECH	5,988.67
VOLLMER, BAILEY	ASSISTANT DIRECTOR OF NURSING	6,181.07
WESTPHALEN, RICK	MAINTENANCE SUPERVISOR	5,312.67
WOLFLEY, KYLE	ASSISTANT DIETARY MANAGER	3,081.87
YENNIE, JEAN	LABORATORY SUPERVISOR	6,321.47
	OCCUPATIONAL THERAPIST	6,933.33
	RN	5,681.87
	RN	5,681.87
	RN	5,451.33
	LPN	5,416.67
	RN	5,416.67
	RN	5,297.07
	RN	4,910.53
	RN	4,886.27
	LPN	4,882.80
	RN	4,754.53
	RN	4,754.53
	LPN	4,369.73
	RN	4,355.87
	RN	4,281.33
	RN	4,281.33
	RN	4,177.33
	MED TECH	4,092.40
	LPN	3,983.20
	LPN	3,854.93

RAD TECH	3,754.40
MAINTENANCE	3,685.07
LPN	3,598.40
HR ASSISTANT	3,546.40
EXECUTIVE SECRETARY	3,546.40
MAINTENANCE	3,490.93
BILLING CLERK	3,392.13
BILLING CLERK	3,392.13
BILLING CLERK	3,392.13
BOOKKEEPER	3,369.60
ADMIN SECRETARY	3,289.87
MEDICAL RECORDS	3,113.07
EXECUTIVE SECRETARY	3,050.67
EMT-I	3,016.00
ADMIN SECRETARY	3,014.27
CNA	2,920.67
CNA	2,920.67
CNA	2,920.67
MOA	2,920.67
CNA	2,920.67
MOA	2,920.67
RECEPTIONIST	2,889.47
MEDICAL RECORDS	2,889.47
MEDICAL RECORDS	2,889.47
PT TECH	2,889.47
BILLING CLERK	2,879.07
SOCIAL SERVICE	2,782.00
COOK	2,769.87
RECEPTIONIST	2,709.20
HOUSEKEEPER	2,684.93
CNA	2,624.27
COOK ASSISTANT	2,556.67
HOUSEKEEPER	2,556.67
HOUSEKEEPER	2,556.67
CNA	2,549.73
COOK	2,496.00
HOUSEKEEPER	2,492.53
CNA	2,475.20
CNA	2,475.20
CNA	2,475.20
CNA	2,461.33
EMT-I	2,430.13
EA	2,426.67
CNA	2,400.67
CNA	2,400.67

CNA	2,400.67
HOUSEKEEPER	2,362.53
COOK ASSISTANT	2,362.53
CNA	2,326.13
ACTIVITIES ASSISTANT	2,298.40
LAUNDRY	2,298.40
LAUNDRY	2,234.27
EA	2,234.27
EA	2,234.27
CNA	2,178.80
COOK ASSISTANT	2,168.40
COOK ASSISTANT	2,168.40
HOUSEKEEPER	2,168.40
HOUSEKEEPER	2,104.27
ACTIVITIES ASSISTANT	2,040.13
EA	1,910.13

COUNTY COMMISSIONERS

WALLY J JOHNSON	ELECTED OFFICIAL	2,500.00
GARY M BAILIFF	ELECTED OFFICIAL	2,500.00
JOHN K KOLB	ELECTED OFFICIAL	2,500.00
GEORGE VAN MATRE	ELECTED OFFICIAL	2,500.00
REID O WEST	ELECTED OFFICIAL	2,500.00

HUMAN RESOURCES

GARRY A MCLEAN	HUMAN RESOURCES MANAGER	7,038.33
	HUMAN RESOURCE SPECIALIST	4,856.25
	HUMAN RESOURCE SPECIALIST	4,276.50

PURCHASING

MARJORIE K DERNOVICH	PURCHASING MANAGER	7,038.33
	SENIOR BUYER	5,053.92
	WAREHOUSE/INVENTORY/CONTROLLER	4,276.50

	PURCHASING CLERK	3,098.25
	PURCHASING CLERK	3,098.25
GRANTS ADMINISTRATION		
KRISENA L MARCHAL	GRANTS MANAGER	7,004.17
ENGINEERING		
JOHN P RADOSEVICH	PUBLIC WORKS DIRECTOR	8,555.08
ROBERT J ROBINSON	COUNTY SURVEYOR	5,902.83
	ENGINEERING TECHNICIAN	4,195.00
	MAPPING/GIS/TECHNICIAN	4,673.08
IT DEPARTMENT		
TIMOTHY V KNIGHT	MIS DIRECTOR	7,260.42
	SYSTEMS ADMINISTRATOR/IT DEPT	5,198.08
	PROGRAMMER/ANALYST	5,354.08
	PROGRAMMER/ANALYST	5,354.08
	PC/NETWORKING SUPP SPECIALIST	5,354.08
	PC/NETWORKING SUPP SPECIALIST	5,354.08
	PC/SUPPORT SPECIALIST	3,482.17
FLEET/VEHICLE MAINTENANCE		
JAMES A DANIEL	MECHANIC FOREMAN	5,306.58
	MECHANIC	4,490.33
COUNTY FIRE DEPARTMENT		
DAVID A BOTTEMILLER	FIRE WARDEN	5,355.58
JESSICA L KNEZOVICH	ASSISTANT FIRE WARDEN	4,109.25
JUVENILE PROBATION		
KARIN L KELLY	JUVENILE PROBATION DIRECTOR	5,833.33
KYLE E GASAWAY	JPO/GRANT YOUTH CASE MANAGER	4,072.83
	PROBATION OFFICER	4,072.83
	PROBATION OFFICER	3,954.25
	PROBATION OFFICER	3,727.25
	OFFICE/CLERICAL	3,591.75
ROAD & BRIDGE		
ROBERT W VANVALKENBURG	RD & BRDG ASST SUPERINTENDENT	5,306.58
ANTHONY S CARSON	FOREMAN	5,152.00
CHERI A MCMURRY	ADMINISTRATIVE ASSISTANT	3,844.58
	MAPPING/SIGN SPECIALIST	3,039.25
	EQUIPMENT OPERATOR	4,450.50
	EQUIPMENT OPERATOR	3,727.25
	EQUIPMENT OPERATOR	4,072.83

EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,320.83
EQUIPMENT OPERATOR	4,584.00
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,450.50
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,584.00
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,584.00
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,195.00
EQUIPMENT OPERATOR	4,072.83
EQUIPMENT OPERATOR	4,072.83
MECHANIC	4,490.33
MECHANIC	5,306.58

VETERANS SERVICES

VETERANS' SERVICES OFFICER	2,864.75
VETERANS' SERVICES OFFICER	2,598.42
VETERANS' SERVICES OFFICER	3,967.58

LAND USE DEPARTMENT

ERIC BINGHAM	LAND USE DIRECTOR	7,260.42
	PLANNING TECHNICIAN	3,878.92
	CODE ENFORCEMENT SPECIALIST	4,806.42
	PLANNER	6,384.00
	PUBLIC LANDS PLANNER	7,466.92

FACILITIES

CHARLES E RADOSEVICH	CENTRALIZED FACILITIES MANAGER	7,249.50
MARK A BISH	MAINTENANCE SUPERVISOR	5,152.00
	LEAD JANITOR	4,320.83
	CUSTODIAL MAINTENANCE	2,648.92
	CUSTODIAL MAINTENANCE	2,810.17
	CUSTODIAL MAINTENANCE	2,894.50
	CUSTODIAL MAINTENANCE	2,894.50
	CUSTODIAL MAINTENANCE	2,728.33
	CUSTODIAL MAINTENANCE	3,162.92
	CUSTODIAL MAINTENANCE	2,810.17

CUSTODIAL MAINTENANCE	3,070.75
BUILDING MAINTENANCE WORKER	4,195.00
BUILDING MAINTENANCE WORKER	4,195.00
BUILDING MAINTENANCE WORKER	4,072.83
BUILDING MAINTENANCE WORKER	4,195.00

COUNTY CLERKS OFFICE

STEVEN D DAVIS	ELECTED OFFICIAL	6,250.00
VICKIE EASTIN	CHIEF DEPUTY	5,312.50
BONNIE PHILLIPS	ACCOUNTING MANAGER	8,114.58
	DEPUTY	3,191.17
	DEPUTY	4,714.83
	DEPUTY	3,098.25
	DEPUTY	3,253.17
	DEPUTY	3,286.92
	DEPUTY	3,385.58
	DEPUTY	3,959.92
	DEPUTY	3,191.17
	DEPUTY	3,518.33
	DEPUTY	5,099.08
	DEPUTY	3,591.75
	DEPUTY	3,286.92
	DEPUTY	3,286.92
	DEPUTY	3,098.25
	DEPUTY	3,765.92
	DEPUTY	3,191.17

COUNTY TREASURER

ROBERT D SLAUGHTER	ELECTED OFFICIAL	6,250.00
SUE L SANCHEZ	CHIEF DEPUTY	5,312.50
	DEPUTY	2,598.42
	DEPUTY	2,522.75
	DEPUTY	2,598.42
	DEPUTY	3,286.92
	DEPUTY	2,598.42
	DEPUTY	3,321.00
	DEPUTY	3,959.92
	DEPUTY	4,115.17
	DEPUTY	3,191.17

COUNTY ASSESSOR

PATRICIA W DRINKLE	ELECTED OFFICIAL	6,250.00
DAVID S DIVIS	CHIEF DEPUTY	5,312.50
	DEPUTY	3,554.83
	DEPUTY	3,554.83

DEPUTY	4,365.75
FIELD DEPUTY	3,554.83
FIELD DEPUTY	3,130.42
APPRAISAL TECHNICIAN	3,039.25
APPRAISAL TECHNICIAN	3,039.25
APPRAISAL TECHNICIAN	3,039.25

COUNTY SHERIFF

LARRY R HASKELL	ELECTED OFFICIAL	6,250.00
KAREN L FRENCH	ADM ASSISTANT/OFFICE MANAGER	5,002.00
JASON J LOVE	LIEUTENANT	6,198.00
ALICIA E TUCKER	PATROL RECORDS MANAGER	3,451.33
JOSEPH A TOMICH	SERGEANT	5,458.08
JOHN M GROSSNICKLE	SERGEANT	5,790.42
BRETT A STOKES	SERGEANT	5,964.08
MATTHEW E BARTOLOTTA	CORPORAL	4,950.58
JASON E MOWER	CORPORAL	4,806.42
MICHAEL R PICERNO	CORPORAL	5,099.08
ANTHONY J NIEMIEC	CORPORAL	5,099.08
JOANN L GUSTKE	CLERK	3,321.00
	DETECTIVE	4,806.42
	DETECTIVE	4,950.58
	DETECTIVE	5,409.58
	DETECTIVE	5,252.00
	DETECTIVE	4,950.58
	DETECTIVE	5,099.08
	INVESTIGATIVE ASSISTANT	3,694.17
	CIVIL PROCESS SERVER	3,518.33
	CIVIL PROCESS SERVER	3,959.92
	DEPUTY SHERIFF	3,727.25
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,276.50
	DEPUTY SHERIFF	4,856.25
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,856.25
	DEPUTY SHERIFF	4,577.50
	DEPUTY SHERIFF	4,031.00
	DEPUTY SHERIFF	4,151.92
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,856.25
	DEPUTY SHERIFF	4,714.83
	DEPUTY SHERIFF	4,714.83

DEPUTY SHERIFF	4,714.83
DEPUTY SHERIFF	4,856.25
DEPUTY SHERIFF	4,714.83
SECURITY OFFICER	4,856.25
SECURITY OFFICER	4,577.50
SECURITY OFFICER	5,002.00
SECURITY OFFICER	4,404.83
OFFICE/CLERICAL	3,385.58
OFFICE/CLERICAL	3,039.25
CASEWORKER/DUI SUPERVISED PROB	3,954.25

DETENTION CENTER

RICKIE D HAWKINS	COLONEL/COMMANDER	6,833.33
CRYSTALYN R VALENCIANO	LIEUTENANT	6,198.00
VICKI S LYON	SERGEANT	5,790.42
GERALD R CARR	DETENTION SERGEANT	5,458.08
HAROLD R HAMILTON	DETENTION SERGEANT	5,458.08
SHELLI J ROY	DETENTION CORPORAL	4,950.58
AARON J SPRECHER	DETENTION CORPORAL	4,950.58
HEATHER L YARRINGTON	DETENTION CORPORAL	5,099.08
PATRICK K MCGOWAN	DETENTION CORPORAL	4,950.58
MANDI R HAWKINS	DETENTION CORPORAL	5,458.08
TAMI T ROYLANCE	DETENTION CORPORAL	4,950.58
BECKY A SANCHEZ	OFFICE MANAGER	3,878.92
RICHARD F DANSEREAU	FOOD SERVICE MANAGER	4,625.00
C GAYLE TAYLOR	CLERK	3,039.25
	DETENTION CONTROL ROOM WORKER	2,864.75
	DETENTION CONTROL ROOM WORKER	2,950.67
	DETENTION CONTROL ROOM WORKER	2,864.75
	DETENTION CONTROL ROOM WORKER	2,864.75
	DETENTION CONTROL ROOM WORKER	2,864.75
	DETENTION CONTROL ROOM WORKER	2,781.33
	DETENTION CONTROL ROOM WORKER	3,039.25
	DETENTION CONTROL ROOM WORKER	3,039.25
	DETENTION CONTROL ROOM WORKER	3,039.25
	REGISTERED NURSE	5,564.00
	REGISTERED NURSE	5,401.92
	REGISTERED NURSE	5,244.58
	DETENTION OFFICER	4,577.50
	DETENTION OFFICER	3,839.08
	DETENTION OFFICER	4,714.83
	DETENTION OFFICER	4,714.83
	DETENTION OFFICER	4,151.92
	DETENTION OFFICER	4,714.83
	DETENTION OFFICER	4,151.92

DETENTION OFFICER	4,577.50
DETENTION OFFICER	3,727.25
DETENTION OFFICER	4,276.50
DETENTION OFFICER	3,839.08
DETENTION OFFICER	3,727.25
DETENTION OFFICER	4,714.83
DETENTION OFFICER	4,714.83
DETENTION OFFICER	4,856.25
DETENTION OFFICER	4,151.92
DETENTION OFFICER	4,276.50
DETENTION OFFICER	3,727.25
DETENTION OFFICER	4,856.25
DETENTION OFFICER	4,714.83
DETENTION OFFICER	4,714.83
DETENTION OFFICER	4,714.83
OFFICE/CLERICAL	3,039.25
CUSTODIAL MAINTENANCE	2,894.50
FOOD SERVICE WORKER	2,474.67
FOOD SERVICE WORKER	2,625.42
BUILDING MAINTENANCE WORKER	4,450.50

EMERGENCY MANAGEMENT

DAVID M JOHNSON	COUNTY COORDINATOR	5,902.83
	EMERGENCY MANAGEMENT TECH	3,878.92

ANIMAL CONTROL

	ANIMAL CONTROL OFFICER	3,623.83
	ANIMAL CONTROL OFFICER	3,518.33

COUNTY ATTORNEY

BRETT L JOHNSON	ELECTED OFFICIAL	7,083.33
BILLIE J EDWARDS	OFFICE MANAGER	4,072.83
	DEPUTY	6,441.08
	DEPUTY	7,175.00
	DEPUTY	5,506.83
	DEPUTY	4,757.00
	DEPUTY	7,759.75
	DEPUTY	5,401.92
	DEPUTY	8,064.00
	DEPUTY	5,672.08
	OFFICE/CLERICAL	3,995.25
	OFFICE/CLERICAL	2,920.42
	OFFICE/CLERICAL	3,191.17
	OFFICE/CLERICAL	3,191.17
	OFFICE/CLERICAL	4,072.83

OFFICE/CLERICAL	3,995.25
OFFICE/CLERICAL	3,995.25
OFFICE/CLERICAL	3,008.00
VICTIM/WITNESS COORDINATOR	3,727.25
VICTIM/WITNESS COORDINATOR	4,072.83

COUNTY CORONER

DALE S MAJHANOVICH	ELECTED OFFICIAL	4583.33
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CLERK OF DISTRICT COURT

DONNA L BOBAK	ELELCTED OFFICIAL	6,250.00
BELINDA K BRIDEWELL	CHIEF DEPUTY	5,312.50
	DEPUTY	2,781.33
	DEPUTY	3,661.50
	DEPUTY	2,864.75
	DEPUTY	2,781.33
	DEPUTY	2,950.67
	DEPUTY	3,451.33

NOTE: ALL SALARIES ARE LISTED AS GROSS MONTHLY SALARIES OR ACTUAL MONTHLY WAGES, NOT INCLUDING ANY FRINGE BENEFITS SUCH AS HEALTH INSURANCE COSTS, LIFE INSURANCE BENEFITS AND PENSION PLANS. SALARIES OR WAGES DO NOT INCLUDE ANY OVERTIME THE EMPLOYEE MAY EARN WHICH WOULD BE PAID BY SWEETWATER COUNTY.

THE BOARD OF COUNTY COMMISSIONERS OF
SWEETWATER COUNTY, WYOMING

WALLY J. JOHNSON, CHAIRMAN

GARY BAILIFF, MEMBER

JOHN K. KOLB, MEMBER

DONALD VAN MATRE, MEMBER

REID O. WEST, MEMBER

ATTEST:

STEVEN DALE DAVIS, COUNTY CLERK

RECEIVED

MAR 11 2013

SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Baird/Wamsutter)
- District Board of Health

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: Frequent flyer;
Use airports for both business and for leisure travel;
Belief that airports should be viewed as a gateway to the community
and make a good 1st impression on visitors.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Angela Albers

Address: 290 N 1st West Street

City, State: Green River WY

Phone: 307-875-0296

E-mail: a_albers@msn.com

APPLICANT SIGNATURE:

Angela Albers Date: 3/10/13

Please Return Application To:
Sally Shoemaker, Clerk
80 West Flaming Gorge Way, Suite 109
Green River, WY 82935
Phone: 307-872-3397 or fax 307-872-3992
E-mail: shoemaker@sweet.wy.us

ON 3-11-13- Dan asked to resubmit application for Airport Board.

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

<p><u>3-11-13</u> <u>Joint Powers Boards</u></p> <p><input checked="" type="checkbox"/> Airport Board</p> <p><input type="checkbox"/> Upper Green River Joint Powers Water Board</p> <p><input type="checkbox"/> Joint Powers Water Board</p> <p style="text-align: center;"><u>District Boards</u></p> <p><input type="checkbox"/> Solid Waste Disposal District No. 1 (Rock Springs)</p> <p><input type="checkbox"/> Eden Valley Solid Waste Disposal District</p> <p><input type="checkbox"/> Solid Waste Disposal District No. 2 (Balroll-Wamsutter)</p> <p><input type="checkbox"/> District Board of Health</p> <p style="text-align: center;"><u>Other County Appointed Boards</u></p> <p><input type="checkbox"/> Planning and Zoning Commission</p> <p><input type="checkbox"/> Sweetwater Transit Authority Resources (STAR)</p> <p><input type="checkbox"/> Community Fine Arts Center</p>	<p style="text-align: center;"><u>County Agency Boards</u></p> <p><input type="checkbox"/> Events Complex (Fair Board)</p> <p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Museum Board</p> <p><input type="checkbox"/> Memorial Hospital Board</p> <p><input type="checkbox"/> Parks and Recreation Board</p> <p><input type="checkbox"/> Mental Health Board (Southwest Counseling)</p> <p><input checked="" type="checkbox"/> Other <u>ASSISTANCE ADVISORY BOARD</u></p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Joint Travel and Tourism Board</p> <p><input type="checkbox"/> Predatory Animal Board</p> <p><input type="checkbox"/> Miners Hospital Board</p>
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The specific skills, knowledge and experience I bring to this Board are: 24 YEARS IN EMS. IN A VARIETY OF SETTINGS RANGING FROM URBAN (LOS ANGELES METRO AREA) TO RURAL (RIVINGTON, WY). I HAVE BEEN A PARAMEDIC, EMT, PARAMEDIC INSTRUCTOR, SWIFT MEDIC, AND

I am willing to attend any required orientation and training sessions.	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
I have a family member (s) working in this organization.	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
I am willing to sign the Conflict of Interest Disclosure Statement	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
I understand this is a volunteer role, with no salary or other considerations.	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

<p style="text-align: center;">APPLICANT CONTACT INFORMATION</p> <p>Name: <u>DANIEL W. AUSTIN</u></p> <p>Address: <u>2604 PEBBLE TRAIL, 835</u></p> <p>Phone: <u>(307) 365-2076</u></p> <p>E-mail: <u>DAKE@LIFE24.COM</u></p>	<p style="text-align: center;">APPLICANT SIGNATURE:</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Please Return Application To: Sally Shoemaker, Clerk 80 West Flaming Gorge Way, Suite 109 Green River, WY 82935 Phone: 307-872-3997 or fax 307-872-3992 E-mail: shoemakers@sweet.wy.us</p>
--	--

I became an EMT in 1979 and a Paramedic in 1985, both certifications were achieved at Daniel Freeman Hospital Paramedic School in Inglewood California. I had a very diverse career over the course of the next 22 years. Naturally, I worked the street as an EMT and paramedic in an ambulance doing inter-facility transfers, 911 emergency response, and event stand-by. I also spent some time on a helicopter crew doing first response in the Mojave Desert of California and I was a motion picture set medic in Hollywood for five years. Toward the end of my career I helped a local Sheriff's Office north of Tulsa develop their SWAT Medic program and I was one of their first medics. I have worked the field in a variety of locations from major metropolitan areas including Los Angeles during the Rodney King riots, and Tulsa, Oklahoma during a couple of major tornados, to Knoxville, Iowa, a service area about the size of Rock Springs to Quartzite, Arizona. Quiet as a ghost town during the hot summers, and the winter months it turns into a bustling metropolis of "snowbirds".

My career in EMS was not limited to ambulance service and field care. I realized early on I had a knack for education and organization. Over the years I returned to Daniel Freeman as an instructor and field preceptor for paramedic students in the field rotation part of their education. I also taught Cardiology, Advanced Cardiac Life Support, Pediatric Advanced Life Support, Neonatal Advanced Life Support, Basic Trauma Life Support, and Hazardous Materials Medical Response, mostly for Loma Linda University Medical School in Loma Linda, California. I also started the paramedic program for Bowers Ambulance in Long Beach, California. Bowers had been in business in the Los Angeles area for decades but had limited its service to EMT ambulances and nurse staffed critical care transport units. While talking to a friend of mine who was the general manager for the company, I convinced him they were losing revenue by not participating in the paramedic advanced life support transfer market. He convinced the owner of my idea and I was hired to establish their new paramedic service and I stayed on board as the Paramedic Coordinator until another opportunity to advance my career presented itself.

While I retired from EMS over ten years ago and have since allowed all of my licenses and certifications expire, I still stay in contact with many of my friends and colleagues from EMS. They include field personnel, administrators, and educators. I have followed trends and advances in the industry and I have a wealth of resources to turn to for answers and guidance in the boards' quest to improve EMS for Rock Springs and Sweetwater County.

Sally Shoemaker

From: Dan Austin <tickerfixer1@yahoo.com>
Sent: Monday, March 11, 2013 3:43 PM
To: Sally Shoemaker
Subject: Sweetwater County airport board vacancy

Sally,

If you still have my application for the ambulance advisory board still on file, would you submit that for the opening on the airport board for me please. Since I worked for US Airways for a number of years, I may know a thing or two or one or two people who could help us out with that cancelled first flight dilemma the county is currently having.

Dan Austin.

Sent from my iPhone

RECEIVED
MAR 11 2013
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

RECEIVED

MAR 12 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commisstoners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commisston. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Bairoil-Wamsutter)
- District Board of Health

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: See Attached

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: STEPHEN E. BARNESKI

Address: 1582 FRONTIER DR.

City, State: ROCK SPRINGS WY

Phone: 307-389-5524

E-mail: sbarneski@yahoo.com

APPLICANT SIGNATURE:

Stephen E. Barneski Date: 3-11-13

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

March 11, 2013

Sweetwater County Commissioners
80 West Flaming Gorge Way Suite 109
Green River, WY 82935

Dear Commissioners,

I served over 25 years in Sweetwater County in law enforcement including Wyoming Highway Patrol and Sweetwater County Sheriffs Department attaining the rank of Division Commander. Since I left law enforcement I have been employed in the Petroleum industry in Alaska and Wyoming. During this time I have spent numerous hours and miles flying and being in airports and understanding the budgets and aviation restraints incurred on the airline industry. I have no personal business involved nor do I know anyone personally involved in the Rock Springs Airport business. I feel this background in management and the understanding of the importance that the Rock Springs Airport is to our local public and the energy recourses would be a benefit to Sweetwater County. I believe my personal knowledge would be of great importance to the current situation our county is facing.

I look forward to your consideration for this board position.

Sincerely yours,



Stephen E. Barneski
1582 Frontier Dr.
Rock Springs, Wyoming 82901
307-389-8524
sbarneski@yahoo.com

RECEIVED
 MAR 11 2013
 SWEETWATER COUNTY
 COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

- | | |
|---|---|
| <p style="text-align: center;"><u>Joint Powers Boards</u></p> <p><input checked="" type="checkbox"/> Airport Board</p> <p><input type="checkbox"/> Upper Green River Joint Powers Water Board</p> <p><input type="checkbox"/> Joint Powers Water Board</p> <p style="text-align: center;"><u>District Boards</u></p> <p><input checked="" type="checkbox"/> Solid Waste Disposal District No. 1 (Rock Springs)</p> <p><input type="checkbox"/> Eden Valley Solid Waste Disposal District</p> <p><input type="checkbox"/> Solid Waste Disposal District No. 2 (Bairroll-Wamsutter)</p> <p><input type="checkbox"/> District Board of Health</p> <p style="text-align: center;"><u>Other County Appointed Boards</u></p> <p><input checked="" type="checkbox"/> Planning and Zoning Commission</p> <p><input type="checkbox"/> Sweetwater Transit Authority Resources (STAR)</p> <p><input type="checkbox"/> Community Fine Arts Center</p> | <p style="text-align: center;"><u>County Agency Boards</u></p> <p><input type="checkbox"/> Events Complex (Fair Board)</p> <p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Museum Board</p> <p><input type="checkbox"/> Memorial Hospital Board</p> <p><input type="checkbox"/> Parks and Recreation Board</p> <p><input type="checkbox"/> Mental Health Board (Southwest Counseling)</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Joint Travel and Tourism Board</p> <p><input type="checkbox"/> Predatory Animal Board</p> <p><input type="checkbox"/> Miners Hospital Board</p> |
|---|---|

The specific skills, knowledge and experience I bring to this Board are: I have served on BONNAR - G.A. PLANNING & ZONING, RECYCLING TASK FORCE, CITY-G.R. COUNCIL, 1986-1990 - CURRENTLY SERVING ON THE G.A. HISTORICAL PRESERVATION COMMISSION. (WE OWN THE STORES)

- | | | | | |
|--|-----|-------------------------------------|----|-------------------------------------|
| I am willing to attend any required orientation and training sessions. | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
| I have a family member (s) working in this organization. | YES | <input type="checkbox"/> | NO | <input checked="" type="checkbox"/> |
| I am willing to sign the Conflict of Interest Disclosure Statement | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
| I understand this is a volunteer role, with no salary or other considerations. | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |

APPLICANT CONTACT INFORMATION

Name: ART KILMER

Address: 470 CONNECTICUT PLACE

Phone: 1-307-870-7195

E-mail: JTS STORES@HOTMAIL.COM

APPLICANT SIGNATURE:

Art Kilmer

Please Return Application To:
 Sally Shoemaker, Clerk
 80 West Flaming Gorge Way, Suite 109
 Green River, WY 82935
 Phone: 307-872-3897 or fax 307-872-3992
 E-mail: shoemakers@sweet.wy.us

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

Application For Appointment To A County Board

- ☆ Professional
- ☆ Resourceful
- ☆ Innovative
- ☆ Dedicated
- ☆ Efficient

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board *☆*
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Hairoil-Wamsutter)
- District Board of Health

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Preduatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: I have over 30 years in the Travel Industry as a Travel Agent/Consultant. I deal everyday with the in & outs of the airlines and what is going on.

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement. YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: Betsy Riddle *AKA Betsy from about means time travel agency*

Address: 1215 A Elk St. Rock Springs

Phone: 307-382-8747

E-mail: travelwithbetsy@hotmail.com

APPLICANT SIGNATURE:

Betsy Riddle DATE: 2/13/12

Please Return Application To:
Dale Davis, Sweetwater County Clerk
80 West Flaming Gorge Way, Suite 150
Green River, WY 82935
Fax: 307-872-3994
E-mail: davisd@sweet.wy.us

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

RECEIVED

MAR 22 2013

SWEETWATER COUNTY COMMISSIONER'S OFFICE

Application For Appointment To A County Board

Message From the County Commissioners: The Sweetwater County Board of County Commissioners believes that all citizens have the right to participate in making Sweetwater County a better place. By being appointed to County Boards, citizens are able to make valuable decisions that positively impact the quality of life in Sweetwater County. The County Commissioners may make appointments at any time. By submitting this application you are expressing your interest in being part of the solutions for Sweetwater County. Your application will remain active for two (2) years. Below is a list of County Boards appointed by the Commission. Please indicate in which board you are interested in serving. All board positions are unpaid, volunteer positions.

I wish to volunteer to serve on the following County Board (s) (Select two (2) only):

Joint Powers Boards

- Airport Board
- Upper Green River Joint Powers Water Board
- Joint Powers Water Board

District Boards

- Solid Waste Disposal District No. 1 (Rock Springs)
- Eden Valley Solid Waste Disposal District
- Solid Waste Disposal District No. 2 (Inftroil-Wamsutter)
- District Board of Health

County Agency Boards

- Events Complex (Fair Board)
- Library Board
- Museum Board
- Memorial Hospital Board
- Parks and Recreation Board
- Mental Health Board (Southwest Counseling)
- Other _____
- Other _____

Other County Appointed Boards

- Planning and Zoning Commission
- Sweetwater Transit Authority Resources (STAR)
- Community Fine Arts Center
- Joint Travel and Tourism Board
- Predatory Animal Board
- Miners Hospital Board

The specific skills, knowledge and experience I bring to this Board are: Managerial knowledge and experience, knowledge of budgets and accounting
Understanding of the importance and impact of consistency in operations and legal
and ethical matters

- I am willing to attend any required orientation and training sessions. YES NO
- I have a family member (s) working in this organization. YES NO
- I am willing to sign the Conflict of Interest Disclosure Statement YES NO
- I understand this is a volunteer role, with no salary or other considerations. YES NO

APPLICANT CONTACT INFORMATION

Name: James E. Wamsley

Address: 524 Winterhawk Dr.

City, State: Rock Springs, Wyoming 82201

Phone: (307) 389-7309

E-mail: jwams2004@msn.com

APPLICANT SIGNATURE:

James E. Wamsley Date: 3-20-13

Please Return Application To:
Sally Shoemaker, Clerk
30 West Flaming Gorge Way, Suite 109
Green River, WY 82935
Phone: 307-872-3897 or fax 307-872-3992
E-mail: shoemakers@sweet.wy.us

GRANT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE SWEETWATER COUNTY COMMISSION

Air Service Enhancement Program
Rock Springs, WY
Project Number: ASRKS01

1. **Parties.** The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. **Purpose.** The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT. This Program will consist of enhanced service through SkyWest Airlines from Rock Springs, Wyoming to the Salt Lake City hub. The level of service will provide two round trips per day scheduled to optimize bank times to Delta Airlines at Salt Lake City, Utah. SkyWest Airlines will provide service with the EMB 120 and 30 seats. The service will be provided January 1, 2013 through December 31, 2013. WYDOT, the Sponsor, and the traveling public shall derive a benefit and advantage by reason of having contracted under this Air Service Enhancement Program.
3. **Terms of Agreement.** The purpose of this Agreement is to provide air service enhancement, as defined in Wyo. Stat. Ann. §10-3-601 et seq., from Salt Lake City, Utah to Rock Springs, Wyoming. SkyWest Airlines will assure, by contract, that there is scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Salt Lake City, Airport (SLC), (referred to as the "Service") for 12 months ("Service Period").
4. **Responsibilities of the Sponsor during the Service Period.** Monthly statements and quarterly invoices will be received by WYDOT and the Sponsor from SkyWest Airlines with a summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. WYDOT will review invoices and send payment to the Sponsor. The Sponsor will pay full amount to SkyWest Airlines within 15 days of receipt of payment from WYDOT.
5. **Reimbursement.** SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to WYDOT and the Sponsor which shall show the final revenues and actual costs for the preceding calendar month. The statement will show all calculations supporting the total, including a 5% margin on costs. Total costs are the sum of non-fuel costs and fuel costs. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of One

Thousand, Four Hundred and Seventy One Dollars (\$1,599) for the EMB 120 block hours operated January 1, 2013 through December 31, 2013. The rate includes the 5% profit margin and all non-fuel costs. In addition, the rate reduction reflects an on-going discount for SkyWest performing the ground handling in Rock Springs. Each quarter the amounts will be trued up and summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice. To the extent the Sponsor owes SkyWest Airlines a payment for such quarter it shall pay to SkyWest Airlines, within 15 days of its receipt of payment from WYDOT, the full amount owed. Sponsor agrees to pay Twenty Eight percent (28%) of the total monthly payment submitted each quarter with a maximum exposure of Five Hundred Thirty Five Thousand, Nine Hundred and Twenty Dollars (\$535,920) for the 12-month term. To the extent SkyWest Airlines' revenues for such calendar month were greater than the actual costs plus margin for the month, WYDOT shall have no monthly payment obligation to the Sponsor or SkyWest Airlines for such month or partial month as the case may be. At the end of the term of this Agreement, the Sponsor shall ensure that SkyWest prepare a report showing total revenues, costs, and margin for the 12-month term of the Agreement. In no event shall WYDOT be obligated to pay the Sponsor or SkyWest Airlines an aggregate amount in excess of One Million, Nine Hundred Fourteen Thousand Dollars (\$1,914,000). Assuming all criteria above are met, WYDOT's financial commitment to this service, through the Sponsor, shall be Seventy Two percent (72%) of the total payment submitted each quarter with a maximum exposure of One Million, Three Hundred Seventy Eight Thousand, and Eighty Dollars (\$1,378,080).

6. **Default.** If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement as to any or all items and any other remedy at law or in equity. Notwithstanding any such action, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

7. **General Provisions:**

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.
- e. **Audit/Access to Records.** The Sponsor shall provide free access to any pertinent, books, documents, and papers to the State of Wyoming, the Federal Grantor Agency, the Comptroller General of the United States, the United States Department of Labor, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The Sponsor shall provide proper facilities for such access and inspection. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.
- f. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.
- g. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- h. **Entirety of Agreement.** This Agreement, consisting of five pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- i. **Indemnification.** Each party is responsible for its own acts and omissions and the result thereof to the extent provided by law. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- j. **Kickbacks:**
- (i.) The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- (ii.) The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor

were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.

- (iii.) No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
- (iv.) If the Sponsor breach or violate this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- k. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- l. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- m. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- n. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- o. Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement, and specifically retains all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. 1-39-101, *et seq.*, and all other state law. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- p. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this

Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- q. Independent Contractor.** The Sponsor is an independent contractor for the purpose of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Sponsor shall assume sole responsibility for any debts or liabilities incurred by the Sponsor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Sponsor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the sponsor's agents and/or employees as a result of this Contract
- r.** The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

"INTENTIONALLY LEFT BLANK"

8. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

(PARTY)

By: _____
(TITLE)

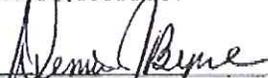
(SEAL)

Date

ATTEST:

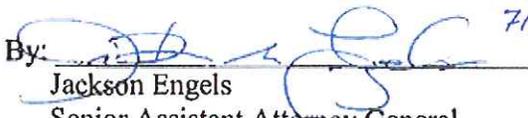
WYOMING DEPARTMENT OF
TRANSPORTATION


Secretary-Wyoming Aeronautics Commission

By: 
Dennis Byrne, Administrator

7/9/13
Date

Approved as to form:

By:  7/8/13
Jackson Engels
Senior Assistant Attorney General
State of Wyoming

Date Prepared: _____

RESOLUTION NO. ___ 13-07-CC-02

A RESOLUTION OF THE SWEETWATER COUNTY COMMISSION TO NULLIFY THE MUNICIPAL ORDINANCES OF THE CITY OF ROCK SPRINGS, WYOMING WHICH EXTEND THE CITY'S JURISDICTION BEYOND ITS CORPORATE LIMITS BY ONE-HALF (1/2) MILE, PURSUANT TO WYOMING STATUTE § 15-3-202(b)(ii).

Whereas, pursuant to Wyoming Statute § 15-3-202, the residents of the unincorporated areas of Sweetwater County that live within one-half (1/2) mile of the corporate limits of the City of Rock Springs, Wyoming (hereafter, Rock Springs) are subject to, and required to comply with all regulations, except taxation regulations, adopted by the mayor and governing body of Rock Springs which extend the City's jurisdiction one-half (1/2) mile beyond its corporate boundaries; and

Whereas, the governing body of Rock Springs has adopted ordinances that extend the City's jurisdiction one-half (1/2) mile beyond its corporate boundaries; and

Whereas, the residents of Sweetwater County who reside within one-half (1/2) mile of the corporate limits of Rock Springs are without authority to vote for any members of the governing body of the City of Rock Springs, including the mayor; and

Whereas, Wyoming Statute § 15-3-202(b)(ii) has recently been amended to offer a resolution of the problem experienced by the residents of Sweetwater County who live within one-half (1/2) mile of the corporate limits of Rock Springs, and are therefore subject to the regulatory authority of the governing body of Rock Springs; and

Whereas, Wyoming Statute § 15-3-202 (b)(ii) now authorizes the Sweetwater County Commission to adopt a resolution that nullifies the jurisdiction of the municipal ordinances of Rock Springs that extend jurisdiction one-half (1/2) mile beyond the corporate limits of Rock Springs.

Now Therefore, the Sweetwater County Commission hereby declares all ordinances of the City of Rock Springs with existing jurisdiction one-half (1/2) mile beyond the corporate limits of Rock Springs a nullity pursuant to the provisions of Wyoming Statute § 15-3-202(b)(ii).

Approved this ___ day of July, 2013

Wally J. Johnson, Chairman

Gary Bailiff, Commissioner

Don Van Matre, Commissioner

Reid O. West, Commissioner

John K. Kolb, Commissioner

ATTEST:

Dale Davis, Sweetwater County
Clerk

Memorandum of Understanding
Northern Arapaho Department of Family Services and the Sweetwater County Juvenile Detention Center

I. Parties:

This agreement is entered into by and between the Northern Arapaho Department of Family Services Box 77 St. Stephens, Wyoming 82524 and the Sweetwater County Juvenile Detention Center, 80 West flaming Gorge Way, Green River, Wyoming 82935.

WHEREAS, Northern Arapaho Department of Family Services coordinates Supervision Probation and General Probation(JS) for Juveniles court ordered for supervision by Ninth Judicial District, Circuit Court, and Shoshone & Arapaho Tribal Children's Court; 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family Services and the Sweetwater County Juvenile Detention Center and for the Sheriff to accept juveniles from the Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family Service's compliance with Paragraph 2, the Sheriff or a designated Deputy shall promptly respond to the request by advising the Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 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 Northern Arapaho Department of Family Services requires additional counseling or educational services, those services shall be made available to the juvenile.
4. The Sheriff shall provide to the Northern Arapaho Department of Family Services, upon request, the Sweetwater County Detention Center's operational records that are specific to the juvenile or juveniles of the Northern Arapaho Department of Family Services.
5. The Sheriff shall provide for, at the expense of the Northern Arapaho Department of Family Services, all the juvenile's necessary medical needs, including prescription drugs, clinic or hospital visits and emergency care.
 - a. The Sheriff shall provide a detailed accounting of all medical expenses of the Northern Arapaho Department of Family Service's juveniles who receive medical care.

VI. The Obligation of the Northern Arapaho Department of Family Services

1. In consideration of the Sheriff permitting access to the Sweetwater County Detention Center for the detention of the Juveniles under the Northern Arapaho Department of Family Services, the Northern Arapaho Department of Family Services shall pay \$ 19 5 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family Services shall pay on hundred percent (100%) of the daily rate which is \$ 195.

2. The Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Department of Family 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 Northern Arapaho Tribe and the Northern Arapaho Department of Family 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.

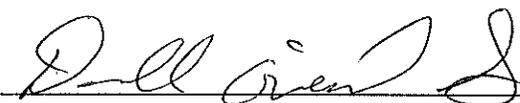
**Responding Party:
Sweetwater County Sheriff**

Richard Haskell, Sweetwater County Sheriff Date

Sweetwater Board of County Commissioners

Chairman, Sweetwater Board of County Commissioners Date

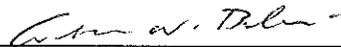
Northern Arapaho Tribe



Chairman, Northern Arapaho Business Council 6/11/13
Date



Director, Northern Arapaho Department of Family Services May 30 2013
Date



Northern Arapaho Tribal Attorney General June 3, 2013
Date

PROVIDER AGREEMENT

This agreement (the "Agreement") dated the 1st day of July, 2013, by and between Natrona County, Wyoming, acting by and through its Board of County Commissioners and the Natrona County Sheriff (hereinafter "Provider"); and the Board of County Commissioners of Sweetwater County, Wyoming and the Sweetwater County Sheriff (hereinafter "Sweetwater County").

RECITALS

WHEREAS, Sweetwater County is desirous of having the Provider provide juvenile detention services and sentencing options to Courts and Law Enforcement in Sweetwater County when space is available at the Natrona County Regional Detention Center; and

WHEREAS, this function necessitates the need for supervision, administration and coordination; and

WHEREAS, the Provider represents that it is ready, willing, and able to provide the professional services to Sweetwater as required by this Agreement; and

WHEREAS, Sweetwater County desires to retain the Provider to perform such services.

WHEREAS, Provider has contracted with Cornerstone Programs Corporation to operate the Natrona County Regional Juvenile Detention Center.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be bound, agree as follows:

SCOPE OF SERVICES:

Provider shall perform the following services:

- A. Provider will operate a secure and safe Regional Juvenile Detention Center ("RJDC") meeting the requirements of applicable State standards for the detention of a population not to exceed the maximum number of juveniles allowed by the certifying authority; housing the following juveniles when space is available at the RJDC:
 1. Juveniles sentenced or held pursuant to the order of the court to serve a period of detention or held pending arraignment.
 2. Juveniles held awaiting transport to a State facility after sentencing by the Court to serve a period of incarceration.

3. Juveniles placed under an agreement with other State, Federal or local governments.
 4. Juveniles arrested for violations of state statute by any State law enforcement agency and/or municipal police officers.
- B. Provider will provide routine health care screenings at intake for juveniles at the RJDC. Provider reserves the right to refuse detainees who suffer from serious health conditions which cause a threat to the proper care of the detainee or an undue burden of care on the Provider. Provider provides on-site nursing services for sick call, to facilitate medications, and for minor medical care not requiring a physician's attention. Provider will ensure that provisions are made for emergency services for each juvenile detainee, outside of the routine and non-emergency health care provided by Provider. Provider will not be financially responsible for the costs of any health care provided outside the facility including, but not limited to clinic visits, doctor visits, prescriptions, emergency room or hospitalization etc., unless incurred as a result of provider's actions or inactions.
- C. The Provider will prepare a detailed accounting of medical expenses of the juvenile who received medical services. Sweetwater County agrees to reimburse the Provider for any medical expenses for juveniles placed by Sweetwater County paid by the Provider that were not incurred as a result of the Provider's actions or inactions. Sweetwater is responsible for prescription drugs and other prescribed medical equipment and care for juveniles placed by Sweetwater County at the RJDC. For specialized medical appointments within Natrona County, Provider's secured transport division will provide transportation. Specialized medical appointments outside of Natrona County will be facilitated by Provider's secured transport division at a cost to Sweetwater County of the current federal GSA per diem rate in effect at the time of such transport.
- D. Provider will provide for transportation of juveniles for court ordered functions and hearings. Provider will bill for such transportation at the rate proscribed by the federal GSA per diem in effect at the time of transport.
- E. Provider will provide for education, recreation and counseling programs for each juvenile to include the following:
1. Educational instruction will be conducted by the Natrona County School district and will meet applicable State educational standards, for the minimum amount of weekly classroom time required by the Wyoming Department of Education. Any reimbursement received by provider from the Department of Education for these services shall not reduce the daily rate of the Placement Agency as provided for herein.
 2. Weekly counseling programs to include basic life skills groups, substance

abuse education and relapse prevention, and vocational, elective and cognitive skills programming.

3. A minimum of one (1) hour per day structured recreation programming.
- F. The Provider shall have a procedure for systematically assessing each juvenile for their individual criminal risks, criminogenic needs, suicidal tendencies and responsiveness to various intervention strategies. The Provider shall use the assessment protocol to determine housing classification, group activities, counseling program, treatment recommendations and compatibility of juveniles.
1. No juvenile shall come into any contact with an adult inmate while at the facility. No juveniles shall be housed in a detention area allowing sight or sound access to adult inmates.
 2. Provider shall comply with State and Federal requirements regarding juvenile detention.
 3. Sweetwater County will have full access to operational records specific to those juveniles detained for Sweetwater County and may conduct reviews of use-of-force and criminal incidents related to those juveniles.

PLACE OF PERFORMANCE:

- A. The services of the Provider will be rendered at the Natrona County Regional Juvenile Detention Center, Casper, Wyoming, (the Premises"). At the discretion of the Provider, in consultation with the Sheriff, services may also be provided at the Southeastern Wyoming Juvenile Center located at 3304 East 1-80 Service Road, Laramie County, Wyoming for space considerations. All costs of such transportation will be borne by the Provider.

TERM OF AGREEMENT:

- A. The services of the Provider will commence upon July 1, 2013 and extend for twelve (12) months from that date.

COMPENSATION:

- A. In consideration of the performance of services rendered under this Agreement, the Provider shall be compensated for services performed in accordance herewith in the amount of \$195.00 per day per juvenile, plus any additional expenses provided in this Agreement, including but not limited to, medical expenses and transportation cost.

METHOD OF PAYMENT:

- A. Payment will be made in the following manner. Upon receipt of a voucher for payment from the Provider specifying that the Provider has performed the services in conformance with the Agreement, Sweetwater County shall promptly remit payment to Provider
- B. Payments on invoices will be made by Sweetwater County within forty-five (45) days of receipt.

GENERAL TERMS AND CONDITIONS:

- A. **Termination of Agreement** – Sweetwater County or Provider may terminate this Agreement by providing thirty (30) days written notice to other party of intent to terminate this Agreement. Notice of violation of the terms of the Agreement shall be given in writing to the other party. Loss of licensure may, at the option of Sweetwater County, result in immediate termination.
- B. **Assignment** - The Provider shall not assign any interest in this Agreement without the prior written approval of Sweetwater County.
- C. **Findings Confidential** - All reports, information, data, studies, surveys, juvenile information or other intelligence or communications of whatever sort, kept in any medium, given to, prepared by, assembled by or otherwise in the possession of the Provider or Sweetwater County under this Agreement, shall be deemed confidential and shall not be made available to any third party by the Provider or Sweetwater County without the order of a Court of competent jurisdiction, or the written consent of the parties hereto.
- D. **Governing Law** - This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming.
- E. **Intent** – Sweetwater County and Provider each represent that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties hereto that Provider shall perform all of the services to be provided hereunder for the compensation set forth herein. Provider agrees that it has made a careful examination of the services to be rendered hereunder, and that the Agreement price set forth herein above is adequate compensation for all the services to be rendered under the terms of this Agreement.
- F. **Wyoming Governmental Claims Act** - No waiver of any immunity or limitation of liability afforded by the Wyoming Governmental Claims Act is intended by the parties, and that Natrona County, Natrona County Sheriff, Sweetwater County, and Sweetwater County Sheriff retain all such immunities and limitations of liability.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Witness our hands this ____ day of _____, 2013.

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Bill McDowell, Chairman

Attest:

Renea Vitto, Natrona County Clerk

NATRONA COUNTY SHERIFF

SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

_____, Chairman

SWEETWATER COUNTY SHERIFF

Approved as to form:

Natrona County Attorney

**Sweetwater County
Request to Re-staff Vacant Position**

Board Meeting Date: 7/16/2013

Department: Sheriff's Office - Detention Center

Position: Detention Officer

Vacancy Date: 6/23/2013

Reason for vacancy: Transferred Detention Officer to Patrol Deputy
 To Re-staff Detention Officer position after resignation date, in a full-time
 Department Request: capacity with full benefits

Anticipated Re-staff Date: 7/17/2013

Board Action	
Approved _____	Date: <u>7/16/2013</u>
Denied _____	
Full time _____	# Hours (if part time) _____
Part time _____	Delay re-staffing until (month) _____
Restaff immediately _____	

Position	Hire Date	Salary	Retirement	Health Insurance	LTD	FICA	Monthly		Total cost of employment (salary + benefits)	Annual Cost of employment
							Workers Compensation	Total benefits		
Detention Officer I/4 15. step 1	2/4/2013	\$ 3,727.25	\$ 641.09	\$ 1,415.97	\$ 13.42	\$ 285.13	\$ 76.04	\$ 2,431.65	\$ 6,158.90	\$ 73,906.75
Anticipated Costs to re-staff (grade 15, step 1 - * see notes below)	6/1/2013	\$ 3,727.25	\$ 641.09	\$ 1,415.97	\$ 13.42	\$ 285.13	\$ 76.04	\$ 2,431.65	\$ 6,158.90	\$ 73,906.75
Net Difference (savings)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee.

Costs calculated using a re-staffing date of 7/17/2013

[Signature]
 Reviewed by HR Representative (Signature)
Richard Stabel
 Reviewed by Department Head/ Elected Official (Signature)

Commission Chair (signature)

Date: 7-10-13
 Date: 7-10-13
 Date: _____

July 15, 2013

Sweetwater County Board of County Commissioners:

Below are the results of the 2013 Chip Seal Project Bid Opening and 2013 OCI Overlay Project that was held on July 15, 2013 at 10:00 A.M.

2013 Chip Seal Project

Lewis and Lewis Inc.. Rock Springs Wyoming	\$231,981.00
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Recommendation:

Award Bid for the 2013 Chip Seal Project to Lewis and Lewis Inc. for a sum of \$231,981.00 and authorize the Chairman to sign all necessary documents.

2013 OCI Overlay Project

Lewis and Lewis Inc.. Rock Springs Wyoming	\$588,401.00
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Recommendation:

Award Bid for the 2013 OCI Overlay Project to Lewis and Lewis Inc for a sum of \$588,401.00 and authorize the Chairman to sign all necessary documents.

Sincerely,



John P. Radosevich, P.E.
Sweetwater County Public Works Director

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
1	ROLL TOP WOOD DESK	FAIR		
2	WOOD TABLE WITH DRAWER	POOR		
3	WOOD BOOK CASE 3 SHELF	POOR		
4	OAK RETURN FOR DESK	GOOD		
5	FILE CABINET WITH SHELVES	FAIR		
6	2 FILE DRAWERS BLACK	GOOD		
7	9 DRAWER CARD FILE	GOOD		
8	8 DRAWER CARD FILE	GOOD		
9	3 DRAWER FILE CABINET	GOOD		
10	5 DRAWER FILE CABINET	GOOD		
11	3 DRAWER FILE CABINET	GOOD		
12	3 DRAWER FILE CABINET	GOOD		
13	12 DRAWER CARD CABINET	GOOD		
14	3 DRAWER FILE CABINET	GOOD		
15	5 DRAWER FILE CABINET	GOOD		
16	2 DRAWER TAN FILE CABINET	GOOD		
	RECORDAK FILM CABINET	GOOD		
18	RECORDAK FILM FILE	FAIR		
19	3 DRAWER FILE CABINET	GOOD		
20	4 DRAWER FILE CABINET	GOOD		
21	4 DRAWER FILE CABINET	GOOD		
22	4 DRAWER FILE CABINET	GOOD		
	COAT RACK	GOOD		
24	COAT RACK	GOOD		
25	3 DRAWER FILE CABINET	GOOD		
26	3 DRAWER FILE CABINET	GOOD		
27	3 DRAWER FILE CABINET	GOOD		
28	3 DRAWER FILE CABINET	GOOD		
29	3 DRAWER FILE CABINET	GOOD		
30	3 DRAWER FILE CABINET	GOOD		
31	WHEELED PRINTER CARTS	GOOD		
32	WHEELED PRINTER CARTS	GOOD		
33	WHEELED PRINTER CARTS	GOOD		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
34	WOOD DESK WITH RETURN	FAIR		
35	WOOD DESK WITH RETURN	FAIR		
36	OAK DESK SHELL	FAIR		
37	WOOD TABLE/DESK	FAIR		
38	WORK TABLE	GOOD		
39	WORK TABLE	GOOD		
40	GREEN GUEST CHAIR	FAIR		
41	GREY TASK CHAIR NO ARMS	FAIR		
42	MARQUE WITH ALL LETTERS & BOARDS NO KEYS	GOOD		
44	GREEN TASK CHAIR	FAIR		
45	GREY LEATHER GUEST CHAIR	FAIR		
46	GREY TASK CHAIR	FAIR		
47	GREEN TASK CHAIR (4)	FAIR		
48	FLAG	FAIR		
49	WHEELED PRINTER DESK	FAIR		
50	WHEELED PRINTER DESK	FAIR		
51	WHEELED PRINTER DESK	FAIR		
52	SHAW/WALKER METAL CREDENZA	GOOD		
53	SET OF 4 ROOM DIVIDERS WITH WINDOWS	GOOD		
54	COMPLETE TELLER UNIT	GOOD		
55	2 BLUE BENCHES	POOR		
56	RED GUEST CHAIR	FAIR		
57	RED GUEST CHAIR	FAIR		
58	RED GUEST CHAIR	FAIR		
59	RED GUEST CHAIR	FAIR		
60	RED GUEST CHAIR	FAIR		
61	RED GUEST CHAIR	FAIR		
62	RED GUEST CHAIR	FAIR		
63	RED GUEST CHAIR	FAIR		
64	RED GUEST CHAIR	FAIR		
65	BOX OF PHONES	FAIR		
66	COMPLETE TELLER UNIT	GOOD		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
67	COMPLETE TELLER UNIT	GOOD		
68	COMPLETE TELLER UNIT	GOOD		
69	COMPLETE TELLER UNIT	GOOD		
70	COMPLETE TELLER UNIT	GOOD		
71	COMPLETE TELLER UNIT	GOOD		
72	COMPLETE TELLER UNIT	GOOD		
73	COMPLETE TELLER UNIT	GOOD		
74	COMPLETE TELLER UNIT	GOOD		
75	COMPLETE TELLER UNIT	GOOD		
76	COMPLETE TELLER UNIT	GOOD		
77	CABINET SET	GOOD		
78	CABINET SET	GOOD		
79	2 CARD FILE DRAWERS	FAIR		
80	4 DRAWER FILE CABINET	FAIR		
81	16 DRAWER CARD FILE	FAIR		
82	3 DRAWER FILE CABINET	FAIR		
83	3 DRAWER FILE CABINET	FAIR		
84	METAL SHELVING UNIT	FAIR		
85	5 DRAWER FILE CABINET	FAIR		
86	5 DRAWER FILE CABINET	FAIR		
87	5 DRAWER FILE CABINET	FAIR		
88	4 DRAWER FIRE FILE CABINET	FAIR		
89	4 DRAWER FIRE FILE CABINET	FAIR		
90	3 DRAWER FIRE FILE CABINET	FAIR		
91	SAFETY DEPOSIT BOXES NO KEYS	FAIR		
92	SAFETY DEPOSIT BOXES NO KEYS	FAIR		
93	SAFETY DEPOSIT BOXES NO KEYS	FAIR		
94	SAFETY DEPOSIT BOXES NO KEYS	FAIR		
95	SAFETY DEPOSIT BOXES NO KEYS	FAIR		
96	4 DRAWER FIRE CABINETS	FAIR		
97	4 DRAWER FIRE CABINETS	FAIR		
98	4 DRAWER FIRE CABINETS	FAIR		
99	4 DRAWER FIRE CABINETS	FAIR		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
100	4 DRAWER FIRE CABINETS	FAIR		
101	4 DRAWER FIRE CABINETS	FAIR		
102	18 DRAWER SHELVES	GOOD		
103	SINGLE FILE DRAWER	GOOD		
104	SINGLE FILE DRAWER	GOOD		
105	3 WALL DIVIDER UNIT COMPLETE	GOOD		
106	4 DRAWER FIRE FILE CABINET	GOOD		
107	2 DRAWER FIRE CABINET 11 X 17 ON WHEELS	FAIR		
108	5 DRAWER FIRE FILE CABINET	FAIR		
109	5 DRAWER FIRE FILE CABINET	FAIR		
110	4 DRAWER FIRE FILE CABINET	FAIR		
111	2 METAL CABINETS / SHELVES	FAIR		
112	BOX OF PHONES	FAIR		
113	BOX OF PHONES	FAIR		
114	MARQUE BOARD	FAIR		
115	CORK BOARD	FAIR		
116	3 DRAWER FIRE FILE CABINET	FAIR		
117	3 DRAWER FIRE FILE CABINET	FAIR		
118	3 DRAWER FIRE FILE CABINET	FAIR		
119	5 DRAWER FIRE FILE CABINET	FAIR		
120	5 DRAWER FIRE FILE CABINET	FAIR		
121	5 DRAWER FIRE FILE CABINET	FAIR		
122	5 DRAWER FIRE FILE CABINET HAS KEY	FAIR		
123	3 DRAWER FILE CABINET	FAIR		
124	3 DRAWER FILE CABINET	FAIR		
125	PRINTER TABLE	GOOD		
126	TABLE WITH DRAWER	FAIR		
127	16 DRAWER CARD FILE	FAIR		
128	16 DRAWER CARD FILE	FAIR		
129	TABLE WITH DRAWER	FAIR		
130	METAL DESK	FAIR		
131	COAT RACK	GOOD		
132	GREY TASK CHAIR	POOR		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
133	GREY TASK CHAIR	POOR		
134	GREY TASK CHAIR	POOR		
135	GREY TASK CHAIR	POOR		
136	GREEN TASK CHAIR	POOR		
137	GREEN TASK CHAIR	POOR		
138	GREEN TASK CHAIR	POOR		
139	GREEN TASK CHAIR	POOR		
140	GREEN TASK CHAIR	POOR		
141	GREEN TASK CHAIR	POOR		
142	GREEN TASK CHAIR	POOR		
143	GREEN TASK CHAIR	POOR		
144	GREEN TASK CHAIR	POOR		
145	GREEN TASK CHAIR	POOR		
146	GREEN TASK CHAIR	POOR		
147	GREEN TASK CHAIR	POOR		
148	GREEN TASK CHAIR	POOR		
149	BAR TASK STOOLS	POOR		
150	BAR TASK STOOLS	POOR		
151	BAR TASK STOOLS	POOR		
152	BAR TASK STOOLS	POOR		
153	BAR TASK STOOLS	POOR		
154	WALL CLOCK	FAIR		
155	GREY TOPPED CABINET	FAIR		
156	MICROFILM STAND	GOOD		
157	PRINTER CART	POOR		
158	LETTER TRAY	GOOD		
159	LETTER TRAY	GOOD		
160	2 ASH TRAYS	FAIR		
161	SORTER	FAIR		
162	CARD FILE	GOOD		
163	CARD FILE	GOOD		
164	PAPER PUNCH	FAIR		
165	PAPER PUNCH	FAIR		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
166	CARD FILE	GOOD		
167	CARD FILE	GOOD		
168	TABLE WITH DRAWER	FAIR		
169	FILE SORTER	FAIR		
170	TYPE WRITER STAND	FAIR		
171	SORTER	FAIR		
172	TYPE WRITER STAND	FAIR		
173	TYPE WRITER STAND	FAIR		
174	SORTER	FAIR		
175	TYPE WRITER STAND	FAIR		
176	SORTER	FAIR		
177	TYPE WRITER STAND	FAIR		
178	TYPE WRITER STAND	FAIR		
179	TYPE WRITER STAND	FAIR		
180	3 DRAWER FILE CABINET	FAIR		
181	BLACK CABINET	FAIR		
182	SORTER	FAIR		
183	TYPE WRITER STAND	FAIR		
184	FLOWER POTS / STANDS	FAIR		
185	PRINTER STAND	FAIR		
186	FILE CARTS	GOOD		
187	FILE CARTS	GOOD		
188	FILE FRAMES	FAIR		
189	GREY TASK CHAIR	POOR		
190	GREY TASK CHAIR	POOR		
192	BLUE TASK CHAIR	FAIR		
193	BLUE TASK CHAIR	FAIR		
194	BLUE TASK CHAIR	FAIR		
195	YELLOW TASK CHAIR	FAIR		
196	GREEN TASK CHAIR	FAIR		
197	ORANGE TASK CHAIR	FAIR		
198	GREEN GUEST CHAIR	POOR		

BANK BUILDING SURPLUS SALE 2013

ITEM #	ITEM	CONDITION	BIDDER	AMOUNT
199	4 PIECE WALL DIVIDER	FAIR		
200	9 PIECE WALL DIVIDER WITH DOOR	FAIR		
201	2 SHELVE WOOD	POOR		
202	3 DRAWER FILE CABINET	FAIR		
203	2 SHELVE CABINET	FAIR		
204	3 DRAWER FILE CABINET	FAIR		
205	3 DRAWER FILE CABINET	FAIR		
206	16 DRAWER CARD FILE	FAIR		
207	FILM FILE	FAIR		
208	PRINTER TABLE	FAIR		
209	METAL DESK	FAIR		
210	PRINTER TALBE WITH SHELF	FAIR		
211	10 DRAWER CARD FILE	FAIR		
212	3 DRAWER FILE CABINET	FAIR		
213	3 DRAWER FILE CABINET	FAIR		
214	5 DOOR CABINET	FAIR		
215	3 DRAWER CABINET	GOOD		
216	FIRE PROOF CABINET	FAIR		
217	FILE SORTER	FAIR		
218	METAL DESK	GOOD		
219	TYPE WRITER	POOR		
220	TYPE WRITER	POOR		
221	COMPUTER SHELVE UNITE	GOOD		
222	WORK DESK	GOOD		
223	BOX OF PHONES	FAIR		
224	MARQUE GREEN NO KEYS	FAIR		
225				
226				
227				
228				
229				
230				
231				

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: <i>Tuesday, July 16, 2013</i>	Presenters Name: <i>BARBARA E. BONDS</i>
Department or Organization:	Contact Phone and E-mail: <i>(307) 634-2240 barbara@wyokaw.com</i>
Exact Wording for Agenda: <i>RESOLUTION CONCERNING THE ACQUISITION AND CONSTRUCTION OF ROADWAY IMPROVEMENTS FOR THE COUNTY.</i>	Preference of Placement on Agenda & Amount of Time Requested for Presentation: <i>LAST</i>
Will there be Handouts? (If yes, include with meeting request form) <i>YES</i>	Will handouts require SIGNATURES: <i>NO</i>
Additional Information:	
<i>THIS WILL BE A JOINT MEETING WITH THE MEMBERS OF THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD WITH RESPECT TO THE FINANCING OF IMPROVEMENTS FOR THE MEMBER ENTITIES OF THE BOARD.</i>	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. ****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

FREUDENTHAL & BONDS, P.C.

ATTORNEYS AT LAW
129 EAST CARLSON STREET (82009)
P.O. BOX 387
CHEYENNE, WYOMING 82003

STEVEN F. FREUDENTHAL
BARBARA E. BONDS

TELEPHONE (307) 634-2240
TELECOPY (307) 634-0336
EMAIL: FIRM@WYOLAW.COM

M E M O R A N D U M

TO: Sally Shoemaker/Sweetwater County Commissioners - shoemakers@sweet.wy.us
Clifford Boevers, Esq. - boeversc@sweet.wy.us

FROM: Barbara E. Bonds

DATE: July 10, 2013

SUBJECT: Resolution and Documents Relating to the 2013 Specific Purpose Tax Financing

Enclosed herewith please find a copy of the resolution that will be considered by the Commissioners at the joint meeting with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board on Tuesday, July 16, 2013.

Please note there are a number of blanks in the resolution that can be completed only after pricing of the Bonds takes place on the morning of Tuesday, July 16th. Once I get those numbers, I will get you a completed copy of the resolution for use at the meeting.

Enclosed also please find draft copies of the documents that are referenced in the Commissioners' resolution: (i) Site Lease; (ii) Lease and Agreement; (iii) Escrow Agreement; and (iv) Bond Purchase Agreement.

If you have any questions please let me know. Thank you for your assistance in this matter.

I look forward to seeing you on Tuesday.

/s
Attachments

SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD

R E S O L U T I O N

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS, SERIES 2013, DATED JULY 30, 2013, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____, THE PRINCIPAL AND INTEREST THEREON CONSTITUTING SPECIAL, LIMITED OBLIGATIONS OF THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD; AUTHORIZING AND DIRECTING THE EXECUTION AND ACCEPTANCE OF THE SITE LEASE, THE LEASE AND THE INDENTURE AND AWARDED THE SALE OF THE SERIES 2013 BONDS PURSUANT TO THE TERMS OF THE BOND PURCHASE AGREEMENT; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT AND POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES FOR BONDS OF THE BOARD; APPOINTING THE BOARD REPRESENTATIVE PURSUANT TO THE TERMS OF THE INDENTURE; AND RATIFYING, APPROVING AND CONFIRMING PREVIOUS ACTIONS OF OFFICERS AND MEMBERS OF THE BOARD.

WHEREAS, the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board") is a duly organized and existing body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109 (the "Act"), established under a Joint Powers Agreement entered into by and between Sweetwater County, Wyoming ("Sweetwater County"); Castle Rock Special Hospital District ("Castle Rock"); the Towns of Granger, Wyoming ("Granger"), Superior, Wyoming ("Superior") and Wamsutter, Wyoming ("Wamsutter"); and the Cities of Green River, Wyoming ("Green River") and Rock Springs, Wyoming ("Rock Springs") (hereinafter Sweetwater County, Castle Rock, Granger, Superior, Wamsutter, Green River and Rock Springs being sometimes individually referred to as "Participating Agency" and collectively referred to as "Participating Agencies"), and dated as of the 1st day of March, 2013 (the "Joint Powers Agreement"); and

WHEREAS, the purpose of the Joint Powers Agreement is to provide an efficient, orderly, and economically feasible method of planning, financing, acquiring and constructing certain improvements (the "Improvements") to sites and existing facilities within and for the Participating Agencies, commonly referred to as: (i) Sweetwater County Roadway Sites; (ii) Castle Rock Renovation Sites; (iii) Granger Street Lighting Sites; Water and Sewer Line Site; Fire Station Addition Site; and Waterline and Pump Station Site; (iv) Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site; (v) Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites; (vi) Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites; and (vii) Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; and Water Meter Parts Sites (hereinafter being collectively referred to as the "Sites"); and

WHEREAS, each Participating Agency either owns, has a leasehold or right-of-way interest in or, in connection with the Improvements, will acquire an ownership, leasehold or right-of-way interest in its respective Sites; and

WHEREAS, under the Joint Powers Agreement the Participating Agencies further determined that said Improvements would be of service to and be for the benefit of the Participating Agencies and their residents; and

WHEREAS, the Board has determined that in order to provide for the acquisition and construction of the Improvements it is in the best interests of the Participating Agencies that the Board authorize the issuance of revenue bonds for the purpose of paying the cost and expense thereof; and

WHEREAS, such revenue bonds shall be payable from the leasing of the Improvements under that certain Lease and Agreement dated as of July 30, 2013 (the "Lease"), between the Board and the Participating Agencies (collectively, the "Lessee"); and

WHEREAS, such revenue bonds shall be secured by the following: (1) all of the Board's right, title and interest in that certain Site Lease Agreement, dated as of July 30, 2013, between the Lessee, as landlord, and the Board, as tenant (the "Site Lease"); (2) all of the Board's right, title and interest in the Indenture of Trust, dated as of July 30, 2013 (the "Indenture"), between the Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"), including all proceeds derived therefrom; and (3) all of the Board's right, title and interest in the Lease, including all proceeds derived therefrom; and

WHEREAS, the Board has determined that it is necessary to authorize the issuance of revenue bonds of the Board in the total principal amount of \$ _____; and

WHEREAS, the Board has now received from George K. Baum & Company, acting as principal and underwriter, and not as agent (the "Underwriter"), an offer to purchase \$ _____ of the Board's revenue bonds (a copy of the Bond Purchase Agreement is attached hereto as EXHIBIT A and by this specific reference is made a part hereof), and the Board has determined that this proposal is in the best interests of the Board and the Participating Agencies and has accepted such proposal subject to the terms and conditions stated therein; and

WHEREAS, the Board has now determined to approve the Bond Purchase Agreement and authorize the issuance of its revenue bonds in the total principal amount of \$ _____, provide for the form and payment thereof and certain other details in connection therewith, and to authorize the execution of the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement, an Escrow Agreement (as hereinafter defined) in connection therewith and Post-Issuance Compliance Policies and Procedures for Bonds of the Board;

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board, its officers and members, directed toward the financing of the Improvements and the issuance and sale of the Board's revenue bonds therefor be, and the same is hereby, ratified, approved, and confirmed.

Section 2. The Board shall finance the cost of the Improvements, including a reserve fund and the costs incidental to the authorization, issuance, and sale of its revenue bonds, in accordance with the provisions of the Lease and the Indenture.

Section 3. To defray the costs of the Improvements, to fund a bond reserve fund and to pay incidental issuance expenses, there is hereby authorized and created an issue of lease revenue bonds designated the "Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, Lease Revenue Bonds, Series 2013," in the aggregate principal amount of \$_____ (the "Series 2013 Bonds"), issuable as fully registered bonds in the denomination of \$5,000 each or any integral multiple thereof. The Series 2013 Bonds shall be dated July 30, 2013, shall bear interest from their date until maturity, payable on December 15, 2013, and semiannually thereafter on June 15 and December 15 in each year at the rates, and shall mature on June 15 and December 15 in the years and in the principal amounts as follows:

<u>Amounts Maturing</u>	<u>Interest Rates (Per annum)</u>	<u>Maturity Dates</u>
		12/15/13
		06/15/14
		12/15/14
		06/15/15
		12/15/15
		06/15/16
		12/15/16
		06/15/17
		12/15/17
		06/15/18
		12/15/18
\$ _____		

Pursuant to the Bond Purchase Agreement, the Series 2013 Bonds shall be sold to the Underwriter, at private sale, at a purchase price equal to \$_____ (i.e., \$_____, plus a premium of \$_____, minus the Underwriter's discount of \$_____).

Section 4. The forms, terms, and provisions of the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board be and they hereby are approved and the Board shall enter into such documents in the forms presented to the Board at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman, Vice-Chairman and Secretary/Treasurer of the Board, as appropriate, are hereby authorized and directed to execute and deliver the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board.

Section 5. The form, terms, and provisions of the Series 2013 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 and the Secretary/Treasurer of the Board are hereby authorized and directed to execute the Series 2013 Bonds, by manual signature.

Section 6. The Board has previously provided the Underwriter with copies of its Preliminary Official Statement dated July 10, 2013, which was “deemed final” by the Board for purposes of SEC Rule 15c2-12(b)(1) when so provided. The Board 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 Board hereby ratifies the use in conjunction with the sale of the Series 2013 Bonds of the Preliminary Official Statement; provided, however, that neither the Board nor any officer or member thereof has or assumes any responsibility for the accuracy or completeness of the information in such Preliminary Official Statement or such final Official Statement, except any information contained therein relating to the Board.

Section 7. Pursuant to the terms of Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, §240.15c2-12) (the “Rule”), the Board has entered into a written undertaking (the “Continuing Disclosure Agreement”) for the benefit of the holders of the Series 2013 Bonds, pursuant to Section 11.14 of the Indenture.

Section 8. The officers and members of the Board 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 2013 Bonds and shall take all action necessary or desirable in conformity with the statutes of the State of Wyoming to finance the cost of the Improvements and for carrying out, giving effect to, and consummating the transactions contemplated by this resolution, the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Series 2013 Bonds.

Section 9. Neither the Series 2013 Bonds nor the interest thereon constitutes a general obligation or other indebtedness of the Board or the Participating Agencies within the meaning of any constitutional or statutory debt limitation. Neither the Site Lease, the Lease, the Indenture, nor the Series 2013 Bonds have directly or indirectly obligated the Board or the Participating Agencies to make any payments beyond those appropriated for their then current Fiscal Year. Except to the extent payable from the proceeds of the sale of the Series 2013 Bonds and income from the investment thereof, Net Proceeds of certain insurance policies, performance bonds, and condemnation awards, Net Proceeds received as a consequence of defaults under Construction Contracts, or Net Proceeds of any assignment or sale of the leasehold interests in the Leased Property (all as defined in the Indenture), the Series 2013 Bonds and the interest thereon will be payable during the term of the Lease solely from Rental Payments to be paid by the Participating Agencies under the Lease and the income from certain investments thereunder. All payment obligations of the Participating Agencies under the Lease, including without limitation, the Participating Agencies’ obligations to pay Rental Payments, are from year to year only and do not constitute a mandatory charge or requirement of the Participating Agencies in any ensuing Fiscal Year beyond the then current Fiscal Year. The Lease is subject to annual termination at the option of the Participating Agencies and will be terminated upon the occurrence of an Event of Nonappropriation. In such event, all payments from the Participating Agencies under the Lease will terminate, and the Series 2013 Bonds and the interest thereon will be payable from such moneys, if any, as may be held by the Trustee under the Indenture and any

moneys made available from any assignment of the Lease or sale of the leasehold interest in the Leased Property. Upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease there is no guaranty or assurance of any payment of the Series 2013 Bonds or the interest thereon.

Section 10. To the best of our knowledge, no lawsuits have been filed, no actions have been threatened, and no claims have been made against the Board or the Participating Agencies which would have any effect upon the issuance of the Series 2013 Bonds.

Section 11. After the Series 2013 Bonds are issued, this resolution shall be and remain irrevocable until the Series 2013 Bonds and the interest thereon shall have been fully paid, canceled, and discharged.

Section 12. Sweetwater County (on behalf of itself and Castle Rock), Granger, Green River, Rock Springs, Superior and Wamsutter (collectively, the "Sponsoring Entities") have agreed to the manner of distribution of certain 1% specific purpose sales and use tax money (the "2013 Specific Purpose Sales and Use Excise Tax Receipts") which are received on behalf of the Sponsoring Entities by the Sweetwater County Treasurer (the "Treasurer") and will enter into an escrow agreement to be dated as of July 30, 2013 (the "Escrow Agreement") with the Treasurer, as escrow agent (the "Escrow Agent"), which will confirm the establishment of an escrow account (the "Escrow Account") to hold, reinvest and distribute said 2013 Specific Purpose Sales and Use Excise Tax Receipts. The Escrow Agent shall account for the 2013 Specific Purpose Sales and Use Excise Tax Receipts received, and reinvestment income thereon, to the Sponsoring Entities as provided in the Escrow Agreement. The Escrow Agreement will further provide that moneys in the Escrow Account will be made available for annual budget and appropriations by the Sponsoring Entities for payment of Rental Payments to the Board for any initial or renewal term of the Lease. The Sponsoring Entities, the Treasurer and the Board will be signatory to said Escrow Agreement.

The form, terms, and provisions of the Escrow Agreement be and they hereby are approved and the Board shall enter into such document in the form presented to the Board at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman and the Secretary/Treasurer of the Board are hereby authorized and directed to execute and deliver said Escrow Agreement.

Section 13. Glenn Sugano is hereby appointed by the Board as the Board Representative (as defined by the Lease).

Section 14. 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 15. 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 bylaw, order or resolution, or part thereof.

ADOPTED AND APPROVED THIS 16th day of July, 2013.

SWEETWATER COUNTY 2013 SPECIFIC

PURPOSE TAX JOINT POWERS BOARD

Chairman

ATTESTED:

Secretary/Treasurer

EXHIBIT A

BOND PURCHASE AGREEMENT

Town of Superior
3 North Main
P.O. Box 40
Superior, WY 82945
Attention: Town Clerk/Treasurer

Town of Wamsutter
231 McCormick
P.O. Box 6
Wamsutter, WY 82336
Attention: Town Clerk/Treasurer

Escrow Agent: Sweetwater County Treasurer
Sweetwater County Courthouse
P.O. Box 880
Green River, WY 82935

The above persons may, by written notice, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 3.3. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers and members of the County and the Municipalities and the Escrow Agent not inconsistent with the provisions of this Escrow Agreement are hereby ratified, approved and confirmed.

Section 3.4. Titles, Headings, Etc. The titles and headings of the Articles and Sections of this Escrow Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.5. Severability. In the event any provision of this Escrow Agreement 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 3.6. Execution in Counterparts. This Escrow Agreement 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.

Section 3.7. Governing Law. This Escrow Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

[Balance of this page intentionally left blank.]

[SIGNATURE PAGE FOR ESCROW AGREEMENT]

DATED as of July 30, 2013

SWEETWATER COUNTY TREASURER

SWEETWATER COUNTY, WYOMING

Chairman, Board of County Commissioners

TOWN OF GRANGER, WYOMING

Mayor

CITY OF GREEN RIVER, WYOMING

Mayor

CITY OF ROCK SPRINGS, WYOMING

Mayor

TOWN OF SUPERIOR, WYOMING

Mayor

TOWN OF WAMSUTTER, WYOMING

Mayor

EXHIBIT A

COUNTY ROAD PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
<u>12/10/2018</u>	_____ *
TOTAL	\$ _____ *

COUNTY CASTLE ROCK PROJECT

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
<u>12/10/2018</u>	_____ *
TOTAL	\$ _____ *

¹ Amounts are payable to Wells Fargo Bank, National Association, as Trustee under that certain Indenture of Trust, dated as of July 30, 2013, between the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board and the Trustee, pursuant to the provisions of that certain Lease and Agreement, dated as of July 30, 2013, between the Board and the Participating Agencies.

* Amounts may change upon notification to Escrow Agent by Trustee. If the County and the Municipalities exercise their Purchase Option relating to the Improvements, the amounts on the Payment Date will correspond to the Optional Purchase Price in the Lease.

EXHIBIT A (cont'd)

GRANGER PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
12/10/2018	_____ *
<u>TOTAL</u>	<u>\$ _____ *</u>

GREEN RIVER PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
12/10/2018	_____ *
<u>TOTAL</u>	<u>\$ _____ *</u>

¹ Amounts are payable to Wells Fargo Bank, National Association, as Trustee under that certain Indenture of Trust, dated as of July 30, 2013, between the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board and the Trustee, pursuant to the provisions of that certain Lease and Agreement, dated as of July 30, 2013, between the Board and the Participating Agencies.

* Amounts may change upon notification to Escrow Agent by Trustee. If the County and the Municipalities exercise their Purchase Option relating to the Improvements, the amounts on the Payment Date will correspond to the Optional Purchase Price in the Lease.

EXHIBIT A (cont'd)

ROCK SPRINGS PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
<u>12/10/2018</u>	_____ *
TOTAL	\$ _____ *

SUPERIOR PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
<u>12/10/2018</u>	_____ *
TOTAL	\$ _____ *

¹ Amounts are payable to Wells Fargo Bank, National Association, as Trustee under that certain Indenture of Trust, dated as of July 30, 2013, between the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board and the Trustee, pursuant to the provisions of that certain Lease and Agreement, dated as of July 30, 2013, between the Board and the Participating Agencies.

* Amounts may change upon notification to Escrow Agent by Trustee. If the County and the Municipalities exercise their Purchase Option relating to the Improvements, the amounts on the Payment Date will correspond to the Optional Purchase Price in the Lease.

EXHIBIT A (cont'd)

WAMSUTTER PROJECTS

<u>Payment Dates</u>	<u>Subaccount Amounts¹</u>
12/10/2013	\$ _____ *
06/10/2014	_____ *
12/10/2014	_____ *
06/10/2015	_____ *
12/10/2015	_____ *
06/10/2016	_____ *
12/10/2016	_____ *
06/10/2017	_____ *
12/10/2017	_____ *
06/10/2018	_____ *
<u>12/10/2018</u>	_____ *
TOTAL	\$ _____ *

¹ Amounts are payable to Wells Fargo Bank, National Association, as Trustee under that certain Indenture of Trust, dated as of July 30, 2013, between the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board and the Trustee, pursuant to the provisions of that certain Lease and Agreement, dated as of July 30, 2013, between the Board and the Participating Agencies.

* Amounts may change upon notification to Escrow Agent by Trustee. If the County and the Municipalities exercise their Purchase Option relating to the Improvements, the amounts on the Payment Date will correspond to the Optional Purchase Price in the Lease.

EXHIBIT B

COUNTY ROAD PROJECT

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

COUNTY CASTLE ROCK PROJECT

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

GRANGER IMPROVEMENTS

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

GREEN RIVER IMPROVEMENTS

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

ROCK SPRINGS IMPROVEMENTS

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

SUPERIOR IMPROVEMENTS

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

WAMSUTTER IMPROVEMENTS

Payment Dates

12/10/2017
06/10/2018
12/10/2018

Optional Purchase Price*

\$ _____
\$ _____
\$ _____

*Total Payment Due if Option is exercised.

EXHIBIT C

EXHIBIT D

**SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD
as Lessor and Sublessor**

**A Joint Powers Board duly organized and existing
as a body corporate and politic under the laws of the State of Wyoming**

and

**SWEETWATER COUNTY, WYOMING
(with respect to the Sweetwater County Roadway Sites only)**

and

**CASTLE ROCK SPECIAL HOSPITAL DISTRICT
(with respect to the Castle Rock Renovation Sites only)**

and

**TOWN OF GRANGER, WYOMING
(with respect to the Street Lighting Sites; Water and Sewer Line Site;
Firehouse Addition Site; and Waterline and Pump Station Site only)**

and

**CITY OF GREEN RIVER, WYOMING
(with respect to the Green River Street and Storm Drain Sites; Street and Water Main
Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site only)**

and

**CITY OF ROCK SPRINGS, WYOMING
(with respect to the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk
Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and
Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and
Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites only)**

and

**TOWN OF SUPERIOR, WYOMING
(with respect to the Superior Storm Sewer, Inlets, Curb & Gutter,
Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites;
Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites only)**

and

**TOWN OF WAMSUTTER, WYOMING
(with respect to the Wamsutter Water Main, Street Replacement, Curb and Gutter
and Sidewalk Sites; Sewer Main Sites; Water Main Site; and Water Meter Parts Sites only)**

**Bodies corporate organized under the Constitution
and laws of the State of Wyoming**

as Lessee

**LEASE AND AGREEMENT
Dated as of July 30, 2013**

**The interest of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board
in this Lease and Agreement has been assigned to Wells Fargo Bank, National Association,
as Trustee under the Indenture of Trust, dated as of July 30, 2013, from the
Sweetwater County 2013 Specific Purpose Tax Joint Powers Board
to Wells Fargo Bank, National Association, as Trustee, authorizing the issuance of
\$ _____ Lease Revenue Bonds, Series 2013, and is subject to the
security interest of Wells Fargo Bank, National Association, as Trustee.**

LEASE AND AGREEMENT

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LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT (the "Lease") dated as of July 30, 2013, entered into by and among the **SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD** (the "Board" or the "Lessor"), a joint powers board duly organized and existing as a body corporate and politic under the laws of the State of Wyoming (the "State"), as lessor (the "Lessor"), and **SWEETWATER COUNTY, WYOMING** ("Sweetwater County") (with respect to the Sweetwater County Roadway Sites only, as hereinafter defined); **CASTLE ROCK SPECIAL HOSPITAL DISTRICT** ("Castle Rock") (with respect to the Castle Rock Renovation Sites only, as hereinafter defined); **TOWN OF GRANGER, WYOMING** ("Granger") (with respect to the Granger Street Lighting Sites; Water and Sewer Line Site; Firehouse Site; and Waterline and Pump Station Site only, as hereinafter defined); **CITY OF GREEN RIVER, WYOMING** ("Green River") (with respect to the Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site only, as hereinafter defined); **CITY OF ROCK SPRINGS, WYOMING** ("Rock Springs") (with respect to the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites only, as hereinafter defined); **TOWN OF SUPERIOR, WYOMING** ("Superior") (with respect to the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites only, as hereinafter defined); and **TOWN OF WAMSUTTER, WYOMING** ("Wamsutter") (with respect to the Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; Water Main Site; and Water Meter Parts Sites only, as hereinafter defined); (Sweetwater County, Castle Rock, Granger, Green River, Rock Springs, Superior and Wamsutter, where appropriate, being sometimes individually referred to as "Participating Agency" and collectively referred to as the "Participating Agencies" or the "Lessee"), bodies corporate duly organized and existing under the constitution and laws of the State;

W I T N E S S E T H:

WHEREAS, the Participating Agencies are bodies corporate duly organized and existing under the laws of the State, authorized to own property and establish systems for the provision of road, water, sewer, street, storm drainage, firehouse and health care facilities improvements; and

WHEREAS, each Participating Agency either owns, has a leasehold interest or right-of-way interest in or, in connection with certain Improvements (as hereinafter defined), will acquire an ownership, leasehold or right-of-way interest in its respective Sites; i.e., (i) the Sweetwater County Roadway Sites (as described in EXHIBIT A hereto); (ii) the Castle Rock Renovation Sites (as described in EXHIBIT B hereto); (iii) the Granger Street Lighting Sites; Water and Sewer Line Site; Firehouse Site; and Waterline and Pump Station Site (as described in EXHIBIT C hereto); (iv) the Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site (as described in EXHIBIT D hereto); (v) the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites (as described in EXHIBIT E hereto); (v) the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites (as described in EXHIBIT F hereto); and (vii) the Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; Water Main Site; and Water Meter Parts Sites (as described in EXHIBIT G hereto), being collectively referred to as the "Sites"; and

WHEREAS, the Participating Agencies have heretofore determined, and hereby determine, that it is necessary and in the best interests of their inhabitants that certain improvements as described in EXHIBIT H hereto (the "Improvements") be made to the Sites; and

WHEREAS, the Participating Agencies have entered into that certain Site Lease Agreement, dated as of July 303 (the "Site Lease"), between the Participating Agencies and the Board, whereby the Participating Agencies have leased the Sites to the Board for the purpose of acquisition and construction of the Improvements; and

WHEREAS, for purposes of financing the acquisition and construction of the Improvements, the Participating Agencies have determined and hereby determine that it is in the best interests of the Participating Agencies and their inhabitants that the Participating Agencies enter into this Lease and Agreement (the "Lease") with the Board, to provide for the acquisition and construction of the Improvements to the Sites, the subleasing by the Participating Agencies from the Board of the Sites, and the leasing by the Participating Agencies from the Board of the Improvements to be acquired and constructed thereon; and

WHEREAS, the Board is a joint powers board, duly organized and existing as a body corporate and politic under the laws of the State, authorized under the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through 16-1-109 (the "Act") and its By-Laws to lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein as would be of service to and be for the benefit of its participating agencies, and to lease the same as lessee or as lessor, and to act in the manner contemplated herein and in the Site Lease; and

WHEREAS, pursuant to that certain Indenture of Trust of even date herewith (the "Indenture"), by and between the Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Board will assign to the Trustee all of its rights, title and interest in, to, and under this Lease and the Site Lease, including, but not limited to, the interest of the Board in and to the Rental Payments and all proceeds, receipts, issues and benefits under this Lease and the Site Lease, except for the rights of the Board to receive reports, payment of administrative expenses and indemnity against claims; and

WHEREAS, there will be issued, sold, authenticated and delivered, pursuant to the Indenture, lease revenue bonds (the "Bonds"), the proceeds from the sale of which will be disbursed by the Trustee, at the direction of and as trustee for the Board, for the acquisition and construction of the Improvements and the other purposes set forth herein; and

WHEREAS, the Rental Payments and Additional Rentals (both as hereinafter defined) payable by the Lessee hereunder shall constitute currently budgeted expenditures of the Participating Agencies and shall not constitute a general obligation or other indebtedness nor a mandatory charge or requirement against the Participating Agencies in any ensuing Fiscal Year beyond the then current Fiscal Year; and

WHEREAS, the principal of and interest on the Bonds shall be payable solely from the sources herein provided, and payment for which shall not constitute a general obligation or other indebtedness of the Board or the Participating Agencies, in any ensuing Fiscal Year beyond the then current Fiscal Year; and

WHEREAS, neither this Lease nor the issuance, sale, authentication or delivery of the Bonds shall directly or indirectly obligate the Participating Agencies to make any payments beyond those appropriated for the then current Fiscal Year; and

WHEREAS, the acquisition and construction of the Improvements, and the execution, performance, and delivery of this Lease and the Site Lease, have been authorized, approved, and

directed by the governing bodies of the Participating Agencies (sometimes hereinafter being collectively referred to as the "Governing Bodies of the Lessee"); and

WHEREAS, the execution and performance of this Lease and the Site Lease have been authorized, approved, and directed by all necessary and appropriate actions of the Board and its officers; and

WHEREAS, the Board desires to lease the Improvements and to sublease the Sites to the Participating Agencies and the Participating Agencies desire to lease the Improvements and to sublease the Sites from the Board, pursuant to the terms and conditions and for the purposes set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

* * * * *

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the terms used herein shall have the meanings ascribed thereto by the preambles hereto and the Site Lease and the Indenture. In addition, unless the context requires otherwise, the following terms shall have the meanings specified below:

“Act” means the Wyoming Joint Powers Act, Wyo. Stat. §16-1-102 through 16-1-109, as amended and supplemented.

“Additional Rentals” means the cost of all taxes, insurance premiums, reasonable expenses and fees of the Trustee, utility charges, costs of maintenance, upkeep and repair, Debt Service Reserve Fund payments, and all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Lessee shall fail to pay the same, as specifically set forth herein) which the Lessee assumes or agrees to pay hereunder with respect to the Leased Property. Additional Rentals do not include the Rental Payments or the Optional Purchase Price.

“Board” means the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, a joint powers board established under the Act as a body corporate and politic and a public corporation under the laws of the State, acting as lessor and sublessor under this Lease and grantor under the Indenture, or any successor thereto.

“Bonds” means the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, Lease Revenue Bonds, Series 2013, in the original aggregate principal amount of \$ _____, issued and secured under the Indenture.

“Castle Rock” means Castle Rock Special Hospital District, located in Sweetwater County, Wyoming.

“Completion Date” means the date of final acceptance of the Improvements by the Lessee, as evidenced by the resolutions provided for in Section 7.3 of this Lease.

“Construction Contract” means any contract entered into by the Board, or by the Lessee on behalf of the Board, for the acquisition and construction of the Improvements.

“Construction Documents” means the following: (i) plans, drawings, and specifications for the Improvements, when and as they are approved by the Board and Lessee, including change orders, if any, as provided in Section 7.1 of this Lease; (ii) any necessary permits for acquisition and construction of the Improvements, including any building permits and certificates of occupancy; (iii) the Construction Contracts; (iv) policies of title, casualty, public liability, and worker’s compensation insurance, or certificates thereof, as required by this Lease with respect to the Leased Property; (v) performance and payment bonds with respect to the Leased Property; (vi) performance and payment bonds with respect to the Improvements; (vii) the Site Lease; (viii) the contract(s) with the architect and/or engineer hired by the Lessee in connection with the preparation of plans, drawings, and specifications for the Improvements; and (ix) any and all other documents executed by or furnished to the Lessee in connection with the acquisition and construction of the Improvements.

“Construction Period” means the period between the beginning of the acquisition and construction of the Improvements, or the date on which the Bonds are first delivered to the Underwriter thereof, whichever is earlier, and the Completion Date.

“Costs of Construction” shall be deemed to include payment of or reimbursement for the following items:

(a) obligations incurred or assumed for labor, materials and equipment in connection with the acquisition and construction of and for the Improvements;

(b) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title insurance) that may be necessary or appropriate in connection with the Leased Property;

(c) the costs of engineering and architectural services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans, and specifications;

(d) administrative costs related to the Improvements incurred prior to the Completion Date, including supervision of acquisition and construction as well as the performance of all of the other duties required by or consequent upon the acquisition and construction of the Improvements, including without limitation, costs of preparing and securing all Construction Documents, architectural fees, legal fees and expenses, appraisal fees, independent inspection fees, engineering fees, auditing fees, and advertising expenses in connection with the Improvements;

(e) costs incurred in connection with the Bonds, including Underwriter’s discount; the initial compensation and expenses of the Trustee prior to the Completion Date; administrative costs of the Board during the term of the Bonds; legal fees and expenses; costs incurred in obtaining ratings from rating agencies, if any; premiums and other costs incurred in obtaining insurance on the Bonds, if any; costs of publication, printing, and engraving; and recording and filing fees;

(f) all costs which shall be required to be paid under the terms of any Construction Contract; and

(g) all other costs which are considered to be a part of the costs of the Improvements in accordance with generally accepted accounting principles and which will not affect the exemption from federal income taxation of the interest on the Bonds payable by the Board under this Lease and assigned pursuant to the Indenture and the Bonds.

“County” or ***“Sweetwater County”*** means Sweetwater County, Wyoming.

“Event of Default” means one or more of the events set forth in Section 14.1 of this Lease.

“Event of Nonappropriation” means a termination of this Lease by the Lessee, determined by the Governing Bodies of the Lessee failing, either collectively or individually, for any reason, to specifically budget and appropriate moneys to pay all Rental Payments and reasonably estimated Additional Rentals, as provided in Section 6.5 of this Lease.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause or event not within the control of the Lessee.

“Governing Bodies of the Lessee” means, collectively, the Board of County Commissioners of Sweetwater County; the mayors and councils of the Municipalities; and the Board of Trustees of Castle Rock.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Board, the Trustee, or the Lessee.

“Leased Property” means (i) the Board’s interest in the Sites, as Tenant under the Site Lease, and (ii) the Improvements.

“Lease Term” means the time during which the Lessee is the lessee of the Leased Property, and the sublessee of the Sites under this Lease as provided in Section 4.1 of this Lease; subject to the terms and provisions of Sections 4.2, 6.1, 6.2, and 6.5 of this Lease. Certain provisions of this Lease survive the termination of the Lease Term, as further provided in Section 4.2 of this Lease.

“Lessee” means, collectively, the Participating Agencies, and their successors or permitted assigns under this Lease.

“Lessor” means the Board and its successors or permitted assigns under this Lease.

“Municipalities” means the Towns of Granger, Wyoming; Superior, Wyoming; and Wamsutter, Wyoming; and the Cities of Green River, Wyoming and Rock Springs, Wyoming.

“Net Proceeds” when used with respect to any performance or payment bond proceeds, proceeds from policies of insurance required hereby, any condemnation award, any proceeds resulting from default under a Construction Contract, or proceeds from any sale or assignment or reassignment of the leasehold interest in the Leased Property, means the amount remaining after deducting from the gross proceeds thereof all expenses, including without limitation, attorneys’ fees and costs, incurred in the collection of such proceeds or award.

“Optional Purchase Price” means the amount payable, at the option of the Lessee, for the purpose of terminating this Lease and purchasing the Improvements, which amount shall be equal to the amount provided in EXHIBIT J to this Lease. The Optional Purchase Price shall be recalculated by the Underwriter in the event of partial redemption of the Bonds prior to maturity, all as provided in the Indenture.

“Participating Agencies” means Sweetwater County; the Towns of Granger, Wyoming; Superior, Wyoming; and Wamsutter, Wyoming; and the Cities of Green River, Wyoming and Rock Springs, Wyoming; and Castle Rock, bodies corporate and politic in Sweetwater County.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of ARTICLE VIII and ARTICLE IX of this Lease; (ii) the Site Lease, this Lease, and the Indenture; (iii) utility, access, and other easements, and rights-of-way, restrictions, and exceptions which the Lessee Representatives certify will not interfere with or impair the Leased Property, including rights or privileges in the nature of easements as provided in Section 11.4 hereof; (iv) any financing statements filed to perfect security interests pursuant to this Lease, the Site Lease or the Indenture; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not, in the opinion of Independent Counsel, materially impair title to the Leased Property.

“Requisition” means the form set forth in EXHIBIT K of this Lease that is submitted to the Trustee for disbursements from the Project Fund.

“Renewal Term” means any Fiscal Year for which the Lessee shall renew the term of this Lease as provided in Section 6.5 of this Lease.

“Rental Payments” means the payments payable by the Lessee pursuant to Section 6.2 of this Lease and EXHIBIT I of this Lease, as it may be amended hereunder, during the Lease Term, which constitute the payments payable by the Lessee for and in consideration of the right to use the Leased Property during the Lease Term.

“Site Lease” means that certain Site Lease Agreement of even date herewith whereby the Participating Agencies, collectively as Landlord thereunder, lease the Sites to the Board, as Tenant thereunder, including any amendments made thereto pursuant to the terms thereof.

“Sites” means the real estate and all property permanently affixed thereto, the descriptions of which are set forth in EXHIBITS A, B, C, D, E, F and G to this Lease (subject to the provisions of Sections 11.4 and 11.5 of this Lease), which are leased by the Participating Agencies to the Board under the Site Lease, and which are subleased by the Board to the Participating Agencies under this Lease.

“Specific Purpose Sales and Use Excise Tax Revenues” means collections of 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. Collection of said tax became effective as of April 1, 2013, and will continue until \$81,816,412 is collected (or such lesser amount as is necessary to pay the Rental Payments and complete the Improvements).

“State” means the State of Wyoming.

“Underwriter” means George K. Baum & Company, and its successors and assigns.

* * * * *

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Board. The Board represents, covenants, and warrants as follows:

(a) The Board is a joint powers board, duly organized and existing as a body corporate and politic under the laws of the State, has all necessary power to enter into this Lease, is possessed of full power to lease and sublease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Lease;

(b) The Board acknowledges and joins in the representations, covenants and warranties set forth in paragraphs (c) and (e) of Section 2.2 hereof. The Board will not pledge or assign the Revenues or any of its other rights under this Lease except pursuant to the Indenture, and will not encumber the Leased Property except for Permitted Encumbrances;

(c) To the knowledge of the Board, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which the Board is bound, or constitutes a default under any of the foregoing;

(d) To the knowledge of the Board, there is no litigation or proceeding pending or threatened against the Board or any other person affecting the right of the Board to execute this Lease or the ability of the Board to otherwise comply with its obligations hereunder;

(e) Except as specifically provided in this Lease or the Indenture, the Board will not assign this Lease, its rights to payments from the Lessee, nor its duties and obligations hereunder to any other person, firm, or corporation, so as to impair or violate the representations, covenants, and warranties contained in this Section 2.1;

(f) The Board acknowledges and recognizes that this Lease will be terminated in the event that funds are not specifically budgeted and appropriated, collectively, by the Participating Agencies, to continue paying all Rental Payments and Additional Rentals during the next occurring Renewal Term, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Governing Bodies of the Lessee.

Section 2.2. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants, and warrants as follows:

(a) The Participating Agencies are public bodies politic and corporate duly organized and existing within the State under the constitution and laws of the State. Each Participating Agency owns, has a leasehold interest or right-of-way interest in or, in connection with certain Improvements (as set forth in Exhibit H to this Lease), will acquire an ownership, leasehold or right-of-way interest in its respective Sites and is authorized by law to enter into the transactions contemplated by the Lease, and to carry out its obligations hereunder. The Governing Bodies of the Lessee have authorized and approved the execution and delivery of this Lease and other documents related to this transaction;

(b) The Board and the Lessee agree that the costs of acquiring and constructing the Improvements, which acquisition and construction is to be accomplished by the Lessee on behalf of the Board as provided in ARTICLE VII of this Lease, will be financed from proceeds of the Bonds to be deposited into the Project Fund. In the event that the amounts available therefor in the

Project Fund and otherwise shall be insufficient to pay the entire cost of acquiring and constructing the Improvements, the Board and the Lessee covenant and agree that the Board and the Lessee will make such modifications to the plans and specifications for the Improvements as will permit the Improvements to be acquired and constructed from the amounts available therefor in the Project Fund and any other funds that may be legally available to the Board and the Lessee therefor. The Board is not obligated to, and shall not, utilize any of its own funds, or any funds other than the proceeds of the Bonds to pay any part of the Costs of Construction;

(c) The Improvements will be designed and constructed so as to comply with all applicable building and zoning ordinances and regulations, if any;

(d) Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the Participating Agencies. Nothing in this Lease shall be construed to require the Lessee to operate the Leased Property other than as lessee, or to require the Participating Agencies to exercise their right to purchase the Improvements as provided in ARTICLE XII hereof;

(e) The acquisition and construction of the Improvements, under the terms and conditions provided for in this Lease, are necessary, convenient, and in furtherance of the Lessee's governmental purposes, and are in the best interests of the citizens and inhabitants of the Participating Agencies.

(f) During the Lease Term, the Leased Property will at all times be used by the Lessee for the purpose of performing one or more lawful governmental functions (except to the extent that subleasing of the Leased Property by the Lessee is permitted by Section 13.2 of this Lease);

(g) To the knowledge of the Lessee, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Participating Agencies are now a party or by which the Participating Agencies are bound, or constitutes a default under any of the foregoing;

(h) To the knowledge of the Participating Agencies, there is no litigation or proceeding pending or threatened against the Lessee or any other person affecting the right of the Lessee to execute this Lease or the ability of the Lessee to make the payments required hereunder or to otherwise comply with its obligations hereunder;

(i) The Participating Agencies intend that their individual Fiscal Year appropriations for the payment of Rental Payments will be made from Specific Purpose Sales and Use Excise Tax Revenues. To the extent that the revenues from said tax are insufficient for said appropriation, the Participating Agencies may, but are not required to, appropriate any of their other legally available funds to pay Rental Payments. The use by the Participating Agencies of any other legally available funds for said annual appropriation shall not constitute or give rise to a general obligation or other indebtedness of the Participating Agencies within the meaning of any constitutional or statutory provision or limitation nor a mandatory charge or requirement against the Participating Agencies in any ensuing Fiscal Year beyond the then current Fiscal Year, and the Participating Agencies intend that any funds so used will be reimbursed from the first moneys received thereafter from the distribution of Specific Purpose Sales and Use Excise Tax Revenues.

Section 2.3. Essentially of the Leased Property. Execution of this Site Lease by the Board and the Participating Agencies constitutes a representation as to the essentiality of the Leased Property.

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ARTICLE III

DEMISING CLAUSE

The Board demises and leases the Improvements and demises and subleases the Sites to the Lessee, and the Lessee leases the Improvements and subleases the Sites from the Board, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

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ARTICLE IV

LEASE TERM

Section 4.1. Commencement of Lease Term; Lessee's Annual Right to Terminate.

The Lease Term shall commence as of July 30, 2013, and shall terminate as provided in Section 4.2 hereof. In the event that the Lessee shall determine, for any reason, to exercise its annual right to terminate this Lease, effective on June 30 of any Fiscal Year, the Lessee shall give written notice to such effect pursuant to Section 6.5 of this Lease; provided, however, that a failure to give such notice shall not constitute an Event of Default, nor prevent the Lessee from terminating this Lease, nor result in any liability on the part of the Lessee. The exercise of the Lessee's annual option to terminate this Lease shall be conclusively determined by whether or not the Governing Bodies of the Lessee have, collectively, on or before June 1, specifically confirmed by resolution to the Trustee that there shall be included in the budgets of the Participating Agencies for the next Fiscal Year, moneys to pay all the Rental Payments and reasonably estimated Additional Rentals for the ensuing Fiscal Year, commencing on July 1 of that year, all as further provided in ARTICLE VI of this Lease. The Clerks of the Participating Agencies (or any other officer at any time charged with the responsibility of formulating budget proposals) are hereby directed to include, in the annual budget proposals submitted to the Governing Bodies of the Lessee, items for all payments required under this Lease for the ensuing Fiscal Year, until such time as the Governing Bodies of the Lessee shall determine to terminate this Lease; it being the intention of the Governing Bodies of the Lessee that the decision to terminate this Lease shall be made solely by the Governing Bodies of the Lessee and not by any other official or officials of the Lessee. The Participating Agencies shall in any event, whether or not this Lease is to be renewed, furnish the Trustee, the Board, and the Underwriter with copies of their individual annual budgets promptly after said budgets are adopted.

Section 4.2. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- (a) subject to the provision of ARTICLE VI of this Lease, June 30 of any Fiscal Year during which there has occurred an Event of Nonappropriation by all or any one of the Governing Bodies of the Lessee pursuant to Section 4.1 of this Lease;
- (b) the purchase by the Participating Agencies of the Improvements as provided in ARTICLE XII of this Lease;
- (c) an Event of Default and termination of this Lease by the Trustee under ARTICLE XIV of this Lease;
- (d) termination of the Lease Term pursuant to Section 10.3(b) of this Lease under the conditions provided therein; or
- (e) conveyance of the Improvements to the Participating Agencies upon payment by the Lessee of all Rental Payments for the entire Lease Term through June 30, ____, and all then current Additional Rentals, as provided in Section 12.1(b) of this Lease.

Termination of the Lease Term shall terminate all unaccrued obligations of the Lessee under this Lease, and shall terminate the Participating Agencies' rights of possession under this Lease (except to the extent of the holdover provisions of Section 14.2(b)(I) of this Lease, and except for any conveyance pursuant to ARTICLE XII of this Lease); but all other provisions of this Lease, including all obligations of the Lessee accrued prior to such termination, and all obligations of the Trustee with respect to the Owners of the Bonds and the receipt and disbursement of funds, shall be continuing until the Indenture is discharged as provided in ARTICLE VI of the Indenture.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

The Board hereby covenants that the Participating Agencies shall during the Lease Term peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble, or hindrance from the Board, except as expressly required or permitted by this Lease or the Indenture. The Board shall not interfere with the quiet use and enjoyment of the Leased Property by the Participating Agencies during the Lease Term so long as no Event of Default shall have occurred. The Board shall, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action in which the Participating Agencies assert their right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Participating Agencies may at their own expense join in any legal action affecting their possession and enjoyment of the Leased Property and shall be joined in any action affecting their liabilities hereunder.

The provisions of this ARTICLE V shall be subject to the Trustee's right to inspect the Leased Property as provided in Section 11.04 of the Indenture, and to the Board's right to complete acquisition and construction of the Improvements, under certain circumstances as provided in Section 7.1 of this Lease. The Participating Agencies also hereby consent to the provisions of Section 11.04 of the Indenture relating to inspection of records by the Trustee.

* * * * *

ARTICLE VI

PAYMENTS BY THE LESSEE

Section 6.1. Payments to Constitute Currently Budgeted Expenditures of the Participating Agencies. The Board and the Lessee acknowledge and agree that the Rental Payments and Additional Rentals hereunder shall constitute currently budgeted expenditures of the Participating Agencies subject to a reduction in such budgeted expenditures pursuant to Section 6.2 hereof. The Lessee's obligations under this Lease shall be subject to the Participating Agencies's annual right to terminate this Lease (as further provided in Sections 4.1, 4.2, 6.2, and 6.5 hereof), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Participating Agencies within the meaning of any constitutional or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers, the creation of indebtedness, nor as a donation by or a lending of the credit of the Participating Agencies within the meaning of such under the constitution of the State. Neither this Lease nor the issuance of the Bonds shall directly or indirectly obligate the Participating Agencies to make any payments beyond those appropriated for the then current Fiscal Year. The Participating Agencies shall be under no obligation whatsoever to exercise their option to purchase the Improvements. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of monies belonging to the Participating Agencies, nor shall any provision of this Lease restrict the future issuance of any bonds on behalf of the Participating Agencies or obligations payable from any class or source of monies of the Participating Agencies.

Section 6.2. Rental Payments and Additional Rentals. The Lessee shall pay or cause to be paid Rental Payments directly to the Trustee in accordance with the Indenture during the Lease Term, on the due dates and in the amounts set forth in EXHIBIT I of this Lease, as it may be amended hereunder. The amount of Rental Payments otherwise payable hereunder shall be reduced by an amount equal to (i) the portion of the proceeds of the sale of the Bonds which is deposited into the Debt Service Fund as accrued interest; (ii) any earnings derived from the investment of the Debt Service Fund, the Project Fund and the Debt Service Reserve Fund during the period prior to the date on which such Rental Payments are required to be made to the Trustee; and (iii) any moneys otherwise deposited into the Debt Service Fund and directed by the Lessee to be applied toward Rental Payments.

The Rental Payments and the Optional Purchase Price set forth in EXHIBITS I and J to this Lease shall be recalculated by the Underwriter in the event of any partial redemption of the Bonds prior to maturity, as provided in Section 4.01 of the Indenture.

The Lessee shall pay Additional Rentals during the Lease Term as herein provided. The Additional Rentals during the Lease Term shall be in an amount sufficient to pay the reasonable fees and expenses of the Trustee, and for the cost of taxes, insurance premiums, utility charges, maintenance and repair costs, and all other expenses expressly required to be paid hereunder, as well as for payments into the Debt Service Reserve Fund required by Section 3.09 of the Indenture. The Lessee hereby agrees that, to the extent that Debt Service Reserve Fund moneys are applied pursuant to paragraph (a) of Section 3.09 of the Indenture, the Lessee will pay to the Trustee for deposit into the Debt Service Reserve Fund, as Additional Rentals, such amounts as are required to restore the amount on deposit in the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement, within 30 days following such withdrawal of moneys from the Debt Service Reserve Fund, unless this Lease has theretofore been terminated by the Lessee.

All Additional Rentals shall be paid by the Lessee on a timely basis directly to the person or entity to which such Additional Rentals are owed (except that Debt Service Reserve Fund

payments shall be made to the Trustee as provided in Section 3.09 of the Indenture). If the Lessee's estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to the Trustee, the Board, and the Underwriter under Section 4.1 of this Lease, the Lessee shall furnish an itemization of such estimated Additional Rentals to the Trustee, the Board, and the Underwriter on or before the June 15 preceding such Fiscal Year.

Section 6.3. Manner of Payment. The Rental Payments and, if paid, the Optional Purchase Price, shall be paid in lawful money of the United States of America to the Trustee at its designated office. The obligation of the Lessee to pay the Rental Payments and Additional Rentals required under this ARTICLE VI and other sections hereof, during the Lease Term, shall be absolute and unconditional, and payment of the Rental Payments and Additional Rentals shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Lessee and the Board, the Trustee, any Bondowner, any contractor or subcontractor retained with respect to the Improvements, any supplier of labor or materials in connection therewith, or any other person, the Lessee shall, during the Lease Term, make all payments of Rental Payments and Additional Rentals when due and shall not withhold any Rental Payments or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Sections 8.2 and 9.4 of this Lease with respect to certain Additional Rentals), nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Board or the Trustee shall affect the Lessee's obligation to pay all Rental Payments and Additional Rentals (except to the extent provided by Sections 8.2 and 9.4 of this Lease with respect to certain Additional Rentals), during the Lease Term.

Section 6.4. Expression of Lessee's Need for the Improvements; Determinations as to Fair Market Value and Fair Purchase Price. The Lessee hereby declares its current need for the Improvements. The Lessee and the Board hereby agree and determine that the Rental Payments payable hereunder during the Lease Term represent the fair value of the use of the Improvements and that the Optional Purchase Price represents the fair purchase price of the Improvements at the time of exercise of the purchase option. The Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place the Lessee under an economic compulsion to renew this Lease or so as to force the Lessee to exercise its option to purchase the Improvements hereunder. In making such determinations, the Board and the Lessee have given consideration to the Costs of Construction; the uses and purposes for which the Leased Property will be employed by the Lessee; the benefit to the citizens and inhabitants of the Lessee by reason of the acquisition and construction of the Improvements; the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease; and the options of the Lessee to purchase the Improvements. The Lessee hereby determines and declares that the period during which the Lessee has an option to purchase the Improvements (i.e., the maximum term of this Lease) does not exceed the useful life of the Improvements.

Section 6.5. Nonappropriation. In the event that the Governing Bodies of the Lessee shall not, collectively, on or before June 1 of each year, specifically confirm by resolution to the Trustee that there shall be included in the preliminary budgets of the Participating Agencies for the next Fiscal Year, moneys to pay all Rental Payments and the reasonably estimated Additional Rentals coming due for the next ensuing Fiscal Year, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisos:

(a) The Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives official, specific written notice from the Governing Bodies of the Lessee that this Lease will be terminated;

(b) Absent such notice from the Governing Bodies of the Lessee, the Trustee shall give written notice to the Lessee of any Event of Nonappropriation, on or before the next following June 2; but any failure of the Trustee to give such written notice shall not prevent the Trustee from

declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee;

(c) The Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time, if in the Trustee's judgment such waiver is in the best interests of the Bondowners;

(d) The Trustee shall waive any Event of Nonappropriation which is cured by the Lessee, by specifically budgeting and appropriating, within 25 days of the giving of notice by the Trustee as provided in (b) above, or by June 30 of the then current Fiscal Year, whichever is earlier, moneys sufficient to pay all Rental Payments and reasonably estimated Additional Rentals coming due for such Fiscal Year.

In the event that during any Fiscal Year, any Additional Rentals shall become due which were not included in the current budgets of the Participating Agencies, and in the event that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within six (6) months subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the Lessee, to such effect (subject to waiver by the Trustee as provided in paragraph (c) above).

If an Event of Nonappropriation occurs, the Lessee shall not be obligated to make payment of the Rental Payments or Additional Rentals or any other payments provided for herein which accrue after June 30 of the Fiscal Year prior to the Fiscal Year for which such Event of Nonappropriation occurs; provided, however, that subject to the limitations of Section 14.3 hereof, the Lessee shall continue to be liable for Rental Payments and Additional Rentals allocable to any period during which the Lessee shall continue to occupy the Leased Property.

The Lessee shall in all events vacate the Leased Property by June 30 of any Fiscal Year prior to the Fiscal Year for which an Event of Nonappropriation occurs, and the Trustee shall not be required to provide Lessee notice of its obligation thereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Indenture, including the Project Fund, for the benefit of the Bondowners. After the expiration of June 30 of any Fiscal Year prior to the Fiscal Year for which an Event of Nonappropriation occurs, the Trustee may proceed to sell, assign or reassign the leasehold interest in the Leased Property as provided in Sections 7.02 and 7.05 of the Indenture and may, or at the request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall, take one or any combination of the steps described in Section 14.2 of this Lease. All property, funds, and rights acquired by the Trustee upon the termination of this Lease by reason of an Event of Nonappropriation, less any moneys due and owing to the Trustee, shall be held by the Trustee for the benefit of the Owners of the Bonds as set forth in the Indenture.

Section 6.6. Disposition of Rental Payments. Upon receipt by the Trustee of each payment of Rental Payments, the Trustee shall apply the amount of such Rental Payments in the following manner and order:

FIRST: The amount of such payment of Rental Payments designated and paid as interest under EXHIBIT I hereto, as it may be amended hereunder, plus the amount of any past due interest on the Bonds, shall be deposited into the Interest Account of the Debt Service Fund.

SECOND: The remaining portion of such payment of Rental Payments shall be deposited into the Principal Account of the Debt Service Fund.

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ARTICLE VII

ACQUISITION AND CONSTRUCTION OF THE IMPROVEMENTS

Section 7.1. Agreement to Construct or Acquire Improvements. The Lessee hereby agrees that it will make all contracts and do all things necessary for the acquisition and construction of the Improvements. The Lessee shall cause the Improvements to be constructed on the Sites, as herein provided, on behalf of the Board, as tenant under the Site Lease and as owner of the Improvements, and title to all real property or interests therein, buildings, equipment, or other personal property, which is purchased or financed from moneys deposited into the Project Fund shall be held by the Board and the Lessee subject to this Lease and the Indenture.

The Lessee hereby agrees that in order to effectuate the purposes of this Lease it will make, execute, acknowledge, and transmit any contracts, orders, receipts, writings, and instructions with any other persons, firms, or corporations, and in general do all things which may be requisite or proper, all for the acquisition and construction of the Improvements, on behalf of the Board, as tenant under the Site Lease and as owner of the Improvements. Acquisition and construction of the Improvements shall be in accordance with the Construction Documents, subject to reasonable change orders or any other reasonable changes approved by the Lessee. So long as this Lease is in full force and effect and no Event of Nonappropriation, Event of Default, or event described in Section 10.3(b) of this Lease shall have occurred, and so long as the Board has not given the notice provided in the last sentence of this Section 7.1, the Lessee shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power is granted and conferred under this Lease to the Lessee, and is accepted by the Lessee and shall not be terminated or restricted by act of the Board, the Trustee, or the Lessee, except as provided in this Section 7.1.

The Lessee agrees to acquire and construct the Improvements, on behalf of the Board, as tenant under the Site Lease and as owner of the Improvements, through the application of moneys to be disbursed from the Project Fund pursuant to Section 7.2 of this Lease and Section 3.10 of the Indenture by the Trustee upon the authorization of the Lessee Representatives and the Board Representative. The Lessee agrees to complete the acquisition and construction of the Improvements, with all reasonable dispatch, and to use its best efforts to cause the acquisition and construction of the Improvements to be completed by June 30, 2016, or as soon thereafter as may be practicable; but, if for any reason the acquisition and construction of the Improvements is not completed by said date, there shall be no resulting liability on the part of the Lessee or the Board or an Event of Default hereunder, and there shall be no diminution in or postponement of the Rental Payments and Additional Rentals required to be paid by the Lessee during the Lease Term. However, in the event that the acquisition and construction of the Improvements shall not have been completed, as evidenced by the resolutions provided for in Section 7.3 of this Lease, by July 30, the Board upon thirty (30) days written notice to the Lessee shall be authorized, but not required, to complete the acquisition and construction of the Improvements from any moneys remaining in the Project Fund.

Section 7.2. Disbursements from the Project Fund. So long as no Event of Nonappropriation, Event of Default, or event described in Section 10.3(b) of this Lease shall occur, and so long as the Lessee's right to control acquisition and construction of the Improvements has not otherwise been terminated pursuant to Section 7.1 of this Lease, the Board has authorized and directed the Trustee to make payments from the Project Fund to pay (or to reimburse the Lessee for the payment of) the Costs of Construction. Each such payment of the Costs of Construction shall be made only upon receipt by the Trustee of a Requisition, signed by the appropriate Lessee Representative and the Board Representative, stating (i) the specific Leased Property for which the request is being made; (ii) the Requisition number; (iii) the name and address of the person, firm or corporation to whom payment is due or was made, together with supporting invoices; (iv) the amount to be paid or for which reimbursement is sought; (v) 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 Project Fund; (vi) the nature and itemization of each item for which the payment or reimbursement is proposed to be made and that such item is or was reasonable and necessary in connection with the acquisition and construction of the respective Improvements described herein, and in all cases is a proper charge against the Project Fund; (vii) that upon payment or reimbursement of the amount requested in such Requisition, the amount remaining in the Project Fund allocated toward the specific Improvements, together with other legally available moneys of the Lessee, if any, will be sufficient to pay the portion of the Costs of Construction relating to the acquisition and construction of said Improvements then unpaid; (viii) that all previously disbursed amounts from the Project Fund have been spent, or used for reimbursement of amounts spent, in accordance with the related Requisition; and (ix) that no Event of Default under this Lease has occurred or is continuing or will occur as a result of the payment on the Requisition. (The form of Requisition is attached as EXHIBIT K to this Lease.)

If an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of this Lease shall occur prior to completion of acquisition and construction of the Improvements, the Project Fund may be utilized by the Trustee, on behalf of the Board as tenant under the Site Lease and as owner of the Improvements, to complete the Improvements, as provided in Section 7.4 hereof, or may be disbursed as provided in Section 4.02 of the Indenture, as the Trustee may deem appropriate and in the best interests of the Bondowners. The Trustee may conclusively rely on requisitions submitted in accordance with this Section 7.2 as complete authorization for the disbursements made pursuant thereto and shall not be responsible for any representations or certifications made therein.

The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom as reasonably directed by the Board, and the Board and Lessee shall also maintain adequate records pertaining to all checks or drafts to pay Costs of Construction, lien waivers, etc. After the Improvements have been completed and the resolutions as to payment of costs have been filed with the Trustee as provided in Section 7.3 of this Lease, and after any amounts in the Project Fund are transferred to the Debt Service Fund as provided in Section 3.11 of the Indenture, the Trustee shall file an accounting thereof with the Board.

Section 7.3. Completion of Acquisition and Construction. Upon the completion of the Improvements, and the acceptance thereof by the Lessee, the Lessee Representatives shall deliver to the Board and the Trustee resolutions duly adopted by the Governing Bodies of the Lessee, determining that, to the best of the Lessee's knowledge based upon the representations of the Lessee Representatives and the contractors and architect and/or engineer for the Improvements, and except for any amounts estimated by the Lessee Representatives to be necessary for payment of any Costs of Construction not then due and payable, the acquisition and construction of the Improvements has been completed and accepted by the Lessee, and all Costs of Construction have been paid. Notwithstanding the foregoing, such resolutions shall not prejudice any rights against third parties which exist at the date of adoption of such resolutions or which may subsequently come into being.

Section 7.4. Construction and Architect's/Engineer's Contracts. The Board represents that, in the opinion of the Lessee, based upon an examination of property and estimated construction provided by the architects and/or engineers, and the anticipated configuration of the Improvements, the Improvements can, to the best of the Lessee's present knowledge, be constructed for a total price within the amount of funds to be available therefor in the Project Fund and income anticipated to be derived from the investment thereof. In the event of cost overruns, the Lessee shall make such modifications to the plans and specifications for the Improvements as will permit the Improvements to be constructed and otherwise acquired from the amounts available therefor in the Project Fund and any other funds that may legally be available to the Lessee therefor. Upon the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of this Lease, or otherwise upon termination of the Lessee's right to control acquisition and construction

of the Improvements, as provided in the last sentence of Section 7.1 of this Lease, the Board shall complete the acquisition and construction of the Improvements utilizing any moneys remaining in the Project Fund and any other funds that may legally be available therefor. All such contracts shall provide that (i) such contracts shall be fully and freely assumable by the Board without the consent of any other person and the Board may choose to assume or not assume such contracts; and (ii) if the Board does so assume such contracts, the contractor, subcontractor, or architect/engineer shall perform the agreements contained therein for the Board and any other funds that may legally be available therefor. All such contracts shall also provide that, upon an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of this Lease, and upon written notice from the Board, the Board may terminate such contracts; and the contractor, subcontractor, or architect/engineer shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done prior to such termination.

Section 7.5. Construction Documents. The Lessee shall furnish to the Board copies of the Construction Documents, as soon after the commencement of the Lease Term as such Construction Documents shall become available to the Lessee. Neither the Construction Documents nor any change or amendment thereto shall (i) cause the Leased Property to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (ii) result in a material reduction in the value of the Leased Property; or (iii) adversely affect the ability of the Lessee to meet its obligations hereunder.

Section 7.6. Defaults Under Construction Contracts. In the event of any material default by a contractor or subcontractor under any of the Construction Contracts, or in the event of a material breach of warranty with respect to any materials, workmanship, or performance, the Lessee shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor or subcontractor and/or against each surety of any bond securing the performance of the Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorneys' fees and costs), and after reimbursement to the Lessee of any amounts theretofore paid by the Lessee and not previously reimbursed to the Lessee for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 10.2 of this Lease or otherwise applied as provided in Section 10.3 of this Lease.

Section 7.7. Contractor's Performance and Payment Bonds. Each contractor and subcontractor entering into a Construction Contract shall be required to furnish a performance bond and separate labor and material payment bond on forms acceptable to the Board and the Lessee, copies of which shall be provided to the Board and the Lessee. Such bonds shall be made payable to the Board, the Lessee, and the Trustee, as their interests may appear, and shall be executed by a corporate surety licensed to transact business in the State and acceptable to the Board and the Lessee, and shall be in an amount equal to the contract price for such contractor's or subcontractor's Construction Contract. If, at any time during the construction of the Improvements, the surety on such bond shall be disqualified from doing business within the State, an alternate surety acceptable to the Board and the Lessee shall be selected. In the event of any change order resulting in the performance of additional work in connection with the Improvements, the amounts of such bonds shall be increased by an amount equal to the cost of such additional work or materials or fixtures to be incorporated in the Improvements.

Section 7.8. Contractor's General Public Liability and Property Damage Insurance. Each contractor and subcontractor entering into a Construction Contract shall be required to procure and maintain standard form comprehensive general public liability and property damage insurance, at his own cost and expense, during the duration of such contractor's or subcontractor's Construction

Contract, in the amount of the Bonds then Outstanding or the replacement value of the Improvements, whichever is greater. Such policies shall include the Board, the Lessee, and the Trustee, as their respective interests may appear, as additional named insureds, and shall include a provision prohibiting cancellation or termination unless 30 days' prior notice by certified mail is provided to the Board, the Lessee, and the Trustee. A certificate of insurance in form acceptable to the Board and the Lessee shall be provided to the Board and the Lessee with respect to each contractor and subcontractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage, and contractual liability.

Section 7.9. Contractor's Builder's Risk Completed Value Insurance. The general contractors retained in connection with the construction of the Improvements, shall be required to procure and maintain, at their own cost and expense, during the term of their Construction Contracts and until the Improvements are accepted and insured by the Lessee, standard, all risk of loss builder's risk completed value insurance upon the Improvements, constructed or to be constructed, in whole or in part, by such contractors or their subcontractors. Such policy shall contain a waiver of subrogation by the issuer of such policy with respect to the Board, the Lessee, and the Trustee, and their officers, agents, and employees while acting within the scope of their employment. The policy may have a deductible clause in such amount as may be approved by the Board and the Lessee; provided, however, that the Board and the Lessee shall thereby not be deemed to have incurred any obligation to reimburse the Owners of the Bonds or any other person for the payment of the deductible. A copy of such insurance policy, or a certificate with respect thereto, shall be provided to the Board and the Lessee. Such insurance coverage shall be in an amount at least equal to the total contract prices for such contractors' and their subcontractors' work. In the event of any change order resulting in the performance of additional work in connection with the Improvements, the amount of such insurance shall be increased to include the cost of such additional work, as well as materials and fixtures to be incorporated into the Improvements. Such builder's risk completed value insurance policy shall be made payable to the Board, the Lessee and the Trustee, as their respective interests may appear, as named insureds.

Section 7.10 Contractor's Workers' Compensation Insurance. Each contractor and subcontractor entering into a Construction Contract shall be required to procure and maintain, at his own cost and expense, workers' compensation insurance during the term of his Construction Contract, covering his employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without 30 days' prior written notice to the Board, the Lessee and the Trustee. A certificate issued by the State agency responsible for same, evidencing such coverage, shall be provided to the Board and the Lessee, or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the Board and the Lessee, shall be provided to the Board and the Lessee with respect to each contractor and subcontractor entering into a Construction Contract. Each Construction Contract shall also provide that each subcontractor of any contractor or subcontractor who is a party to such Construction Contract shall be required to furnish similar workers' compensation insurance.

Section 7.11. Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Sections 7.8, 7.9 and 7.10 of this Lease, and any Net Proceeds received as a consequence of default under a Construction Contract as provided by Section 7.6 of this Lease, shall be paid into the Project Fund if received before the Completion Date, or, if received thereafter, shall either be deposited as provided in Section 10.2 of this Lease or otherwise applied as provided in Section 10.3 of this Lease.

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ARTICLE VIII

**TITLE TO THE IMPROVEMENTS;
LIMITATIONS ON ENCUMBRANCES**

Section 8.1. Title to the Improvements. Except personal property purchased by the Lessee at its own expense pursuant to Section 9.2 of this Lease, title to the Improvements and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Board, subject to this Lease, the Site Lease, and the Indenture, until conveyed as provided in Section 7.02 of the Indenture or ARTICLE XII of this Lease, notwithstanding (i) a termination of this Lease by the Lessee by reason of an Event of Nonappropriation as provided in Section 6.5 of this Lease; (ii) the occurrence of one or more Events of Default as defined in Section 14.1 of this Lease; (iii) the occurrence of any event of damage, destruction, condemnation, or construction defect or title defect, as provided in ARTICLE X of this Lease; or (iv) the violation by the Board of any provision of this Lease.

The Lessee shall have no right, title, or interest in the Improvements or any additions and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

Section 8.2 No Encumbrances, Mortgage or Pledge. Neither the Board nor the Lessee shall permit any mechanic's or other lien to be established or remain against the Leased Property; provided, that, if the Lessee shall first notify the Trustee of the intention of the Lessee so to do, the Lessee may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Board or the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the Board's title to the Leased Property or the lien on the Leased Property pursuant to the Indenture will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Board and the Trustee will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee. Neither the Board nor, except as provided above, the Lessee, shall directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above which it shall have created, incurred, or suffered to exist. The Board shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, or claim not excepted above which it shall have created or incurred.

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ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Leased Property by the Lessee. The Lessee agrees that at all times during the Lease Term the Participating Agencies will maintain, preserve, and keep the Leased Property or cause the Leased Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, and that the Participating Agencies will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 10.3 of this Lease. Neither the Board, the Trustee, nor any of the Bondowners shall have any responsibility in any of these matters or for the making of any additions, modifications, or replacements to the Leased Property.

Section 9.2. Modification of the Leased Property; Installation of Furnishings and Machinery of the Lessee. The Participating Agencies shall have the privilege of remodeling or making substitutions, additions, modifications, or improvements to the Leased Property, at their own cost and expense; and the same shall be the property of the Board, subject to this Lease, the Site Lease, and the Indenture; provided, however, that such remodeling, substitutions, additions, modifications, and improvements shall not in any way damage the Leased Property or cause it to be used for purposes other than lawful governmental functions of the Lessee; and provided that the Leased Property, as remodeled, improved, or altered, upon completion of such remodeling, substitutions, additions, modifications, and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such remodeling or such making of substitutions, additions, modifications, and improvements.

The Participating Agencies may also, from time to time in their sole discretion and at their own expense, install machinery, equipment, and other tangible property in or on the Leased Property. All such machinery, equipment, and other tangible property shall remain the sole property of the Participating Agencies in which neither the Board, the Trustee, nor the Bondowners shall have any interest; provided, however, that title to any such machinery, equipment, and other tangible property which becomes permanently affixed to the Leased Property shall be in the Board, subject to the Indenture, and shall be included under the terms of this Lease and the Indenture, in the event the Board shall reasonably determine that the Leased Property would be damaged or impaired by the removal of such machinery, equipment, or other tangible property.

Section 9.3. Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Lessee shall pay the amount of all such taxes, assessments, and governmental charges then due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. The Lessee shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Leased Property or any portion thereof (including without limitation, any taxes levied upon the Sites, the Improvements, or any portion thereof, which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interests of the Board, the Trustee, or the Bondowners), or with respect to the rentals and revenues derived therefrom or hereunder. The Lessee shall also pay as Additional Rentals, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility, and other charges incurred in the maintenance and upkeep of the Improvements.

The Lessee may, at the expense and in the name of the Lessee, in good faith contest any such taxes, assessments, utility, and other charges and, in the event of any such contest, may permit the taxes, assessments, utility, or other charges so contested to remain unpaid during the period of such

contest and may appeal therefrom unless the Board or the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture will be materially endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, or the Board or the Trustee will be subject to liability, in which event such taxes, assessments, utility charges, or other charges shall be paid (provided however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility, or other charges).

Section 9.4. Provisions Regarding Casualty, Public Liability and Property Damage Insurance. Upon the completion and acceptance of the Improvements, as provided in Section 7.3 of this Lease, the Lessee shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Leased Property in an aggregate amount equal to the principal amount of the Bonds then Outstanding or the replacement value of the Leased Property, whichever is greater. Such insurance policy or policies may have a deductible clause in an amount not to exceed \$1,000 per occurrence. The Lessee may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other properties as well, as long as such blanket insurance policies comply with the requirements hereof. Lessee may also insure the Leased Property through participation in the Wyoming Association for Risk Management ("WARM") or other similar risk management associations.

Upon the execution and delivery of this Lease, the Lessee shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by and on behalf of the Lessee in connection with the use of the Leased Property, covering bodily injury/property in the amount of \$500,000 per occurrence and \$500,000 on an annual aggregate basis and covering products and completed operations with a separate annual aggregate amount of \$500,000. Such insurance policies shall have no deductible clause. The public liability insurance required by this Section 9.4 may be by blanket insurance policy or policies. At its election the Lessee may provide for public liability insurance with respect to the Leased Property partially or wholly by means of an adequate self-insurance fund. Lessee may also provide coverage through participation in WARM or other similar risk management associations.

Any casualty and property damage insurance policy required by this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Board, the Lessee, and the Trustee, as their respective interests may appear. Each insurance policy provided for in this Section 9.4 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the Trustee or the Bondowners, without first giving written notice thereof to the Board, the Lessee, and the Trustee at least 30 days in advance of such cancellation or modification. All insurance policies issued pursuant to this Section or certificates evidencing such policies, shall be deposited with the Board and the Lessee. No agent or employee of the Lessee shall have the power to adjust or settle any loss with respect to the Leased Property, whether or not covered by insurance, without the prior written consent of the Board; except that losses not exceeding \$5,000 may be adjusted or settled by the Lessee without the Board's consent. The consent of the Board shall not be required for any such adjustment or settlement, regardless of the amount of the loss.

The Participating Agencies shall annually submit to the Trustee a certificate of insurance coverage within 30 days of purchase or renewal.

Section 9.5. Advances. In the event that the Lessee shall fail to pay any Additional Rentals during the Lease Term, the Trustee may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the rate of 18% per annum, the Lessee agrees to reimburse to the Trustee.

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ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation. If, during the Lease Term (i) the Leased Property or any portion thereof shall be destroyed in whole or in part, or damaged by fire or other casualty; or (ii) title to or the temporary or permanent use of the Leased Property or any portion thereof or the estate of the Lessee, the Board, or the Trustee in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of the Improvements, shall become apparent; or (iv) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the Lessee shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 6.2 and 10.2 of this Lease regardless of whether the resolution provided for in Section 7.3 of this Lease shall have been delivered to the Board and the Trustee.

Section 10.2 Obligation of the Lessee to Repair and Replace the Leased Property; Use of Net Proceeds. Subject to the provisions of Section 10.3 of this Lease, the Board, the Lessee, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds, condemnation awards, or Net Proceeds received as a consequence of default under a Construction Contract, made available by reason of any occurrence described in Section 10.1 hereof, to be deposited into the Project Fund, if received before the Completion Date, or, if received thereafter, to be deposited into a separate trust fund. Except as set forth in Section 10.3 of this Lease, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Leased Property by the Lessee upon receipt of Requisitions signed by the Lessee Representative and the appropriate Board Representative (i) stating with respect to each payment to be made: (a) the Requisition number, (b) the name and address of the person, firm, or corporation to whom payment is due or has been made, (c) the amount to be paid or reimbursed, and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the Project Fund or the separate trust fund, and has not been the basis of any previous withdrawal; (ii) specifying in reasonable detail the nature of the obligation; and (iii) accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 10.2, the Board and the Lessee shall have all power and authority granted under ARTICLE VII of this Lease; and the Trustee shall cooperate with the Board and the Lessee in the administration of such fund. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement, or replacement has been completed shall be transferred to the Lessee. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of such Net Proceeds shall be the property of (i) the Board, to the extent such repair, restoration, modification, or improvement relates to the Improvements, or (ii) the respective Municipality, to the extent such repair, restoration, modification, or improvement relates to the Sites, subject in both cases to this Lease, the Site Lease, and the Indenture, and shall be included as part of the Leased Property.

Section 10.3 Insufficiency of Net Proceeds; Discharge of the Obligation of the Lessee to Repair or Replace the Leased Property. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Leased Property under Section 10.2 of this Lease, the Lessee may elect any of the following options:

(a) The Lessee may complete the work of repairing or replacing the Leased Property and pay any cost in excess of the amount of the Net Proceeds, and the Lessee agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessee shall make any payments pursuant to the provisions of this Section 10.3(a), the Lessee shall not be entitled to any reimbursement therefor

from the Board, the Trustee, or the Bondowners, nor shall the Lessee be entitled to any diminution of the Rental Payments and Additional Rentals payable under Section 6.2 of this Lease;

(b) The obligation of the Lessee to repair or replace the Leased Property under Section 10.2 of this Lease may, at the option of the Lessee, be discharged by depositing the Net Proceeds of insurance policies, performance bonds, or condemnation awards, or Net Proceeds received as a consequence of default under a Construction Contract, made available by reason of such occurrence, into the Extraordinary Revenue Fund. Upon such deposit, the Lease Term and all obligations of the Lessee hereunder, including the obligation to pay Rental Payments and Additional Rentals, shall terminate, and all right, title, and interest of the Lessee in any funds or accounts created under the Indenture shall be surrendered by the Lessee to the Trustee, for the benefit of the Bondowners. If the Net Proceeds so deposited, together with any moneys available in any such funds or accounts, are insufficient to provide for the payment in full of all Outstanding Bonds and interest thereon, the Trustee shall notify the Lessee to vacate the Leased Property within 120 days of such deposit, and the leasehold interest in the Leased Property shall thereafter be sold, assigned or reassigned as provided in Sections 7.02 and 7.05 of the Indenture; and the Net Proceeds of sale, assignment or reassignment shall also be deposited into the Extraordinary Revenue Fund. If there are any excess moneys remaining after payment of all fees and expenses due to the Trustee and after payment or redemption of the Bonds as provided in Section 4.02 and 4.03 of the Indenture, such excess moneys shall be paid to the Board;

(c) The obligation of the Lessee to repair or replace the Leased Property under Section 10.2 of this Lease may, at the option of the Lessee, be discharged by applying the Net Proceeds of such insurance policies, performance bonds, or condemnation awards, or Net Proceeds received as a consequence of default under a Construction Contract, to the payment of the Optional Purchase Price applicable as of _____, in accordance with ARTICLE XII of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the Lessee shall pay such amounts as may be necessary to equal the Optional Purchase Price; and in the event the Net Proceeds shall exceed the Optional Purchase Price, such excess shall be retained by the Lessee.

Within 90 days of the occurrence of an event specified in Section 10.1 of this Lease, the Lessee shall commence the repair, restoration, modification, improvement, or replacement of the Leased Property, or shall elect to proceed under the provisions of this Section 10.3. In the event that the Lessee shall, after commencing the repair, restoration, modification, improvement, or replacement of the Leased Property, determine that the Net Proceeds shall be insufficient for the accomplishment thereof, the Lessee may elect to proceed under this Section 10.3.

Section 10.4. Cooperation of Board. The Board shall cooperate fully with the Lessee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof, and in the prosecution of any action relating to defaults under Construction Contracts, and hereby assigns to the Trustee its interests in such policies solely for such purposes. In no event shall the Board voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults under Construction Contracts, with respect to the Leased Property or any portion thereof, without the written consent of the Trustee Representative and the Lessee Representatives.

* * * * *

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.1. Disclaimer of Warranties. NEITHER THE BOARD, THE TRUSTEE, NOR THE BONDOWNERS MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR USE, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE VALUE OR CONDITION OF THE IMPROVEMENTS. The Lessee hereby acknowledges and declares that the Lessee is solely responsible for the design, construction, maintenance, and operation of the Improvements, and that neither the Board, the Trustee, nor the Bondowners have any responsibility therefor. In no event shall the Board, the Trustee, or the Bondowners be liable for any direct, indirect, incidental, special, or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning, or use by the Lessee of any item, product, or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The Board and the Lessee agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.3. Board, Lessee and Trustee Representatives. Whenever under the provisions hereof the approval of the Board, the Lessee, or the Trustee is required, or the Board, the Lessee, or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board by the Board Representative, for the Lessee by the Lessee Representatives, and for the Trustee by the Trustee Representative, and the Board, the Lessee, and the Trustee shall be authorized to act on any such approval or request.

Section 11.4. Granting of Easements. As long as no Event of Nonappropriation, Event of Default, or event described in Section 10.3(b) of this Lease shall have occurred and be continuing, the Board and the Trustee shall at any time or times, but only upon the request of the Lessee, grant easements, licenses, rights-of-way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease and the Indenture, free from this Lease and the Indenture and any security interest or other encumbrances created hereunder or thereunder, and the Board and the Trustee shall release existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and the Board and the Trustee agree to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way, or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the appropriate Lessee Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Improvements.

Section 11.5. Partial Release and Substitution of Sites. Pursuant to the Site Lease, so long as no Event of Default, Event of Nonappropriation, or event described in Section 10.3(b) of this Lease shall have occurred and be continuing, the Board and the Trustee shall release their interests in any portion of the Sites, and shall execute all documents necessary or appropriate to release such interests in such portion of the Sites to the Lessee, free of all restrictions and encumbrances imposed or created by the Site Lease, this Lease, or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the appropriate Lessee Representative for such release, describing the portion of the Sites to be released; (b) certificate of the appropriate Lessee Representative certifying (i) the fair market value of the portion of the Sites to be released and of the real property to be substituted for the portion of the Sites to be released; (ii) the disposition to be made of the

portion of the Sites to be released and the consideration, if any, to be received therefor; (iii) that the disposition of the portion of the Sites to be released and the substitution therefor of the real property to be substituted for the portion of the Sites to be released will not materially adversely affect the ability of the Lessee to operate the Improvements, or to fulfill its obligations under this Lease; (iv) that the real property to be substituted for the portion of the Sites to be released is necessary or useful to the operation of the Improvements; and (v) that the fair market value of the real property to be substituted for the portion of the Sites to be released, together with cash to be paid by the Lessee to the Trustee, if any, is at least equal to the fair market value of the portion of the Sites to be released; (c) appraisals of the fair market value of the portion of the Sites to be released and the real property to be substituted for the portion of the Sites to be released, respectively, by a member of the American Institute of Real Estate Appraisers (MAI); and (d) supplements and amendments to the Site Lease, this Lease, the Indenture, and any other documents necessary to subject the real property to be substituted for the portion of the Sites to be released to the Site Lease, this Lease, and the Indenture. The Lessee agrees that any cash paid to the Trustee pursuant to the provisions of this Section 11.5 shall be deposited into the Debt Service Fund.

Section 11.6. Compliance with Requirements. During the Lease Term, the Lessee, the Board, and the Trustee shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 11.7. Lessee Acknowledgment of the Bonds. The Lessee acknowledges and consents to the assignment by the Board to the Trustee, pursuant to the Indenture, of all rights, title, and interest of the Board in, to, and under the Site Lease and this Lease; and to the delegation by the Board to the Trustee, pursuant to the Indenture, of all duties of the Board under the Site Lease and this Lease.

Section 11.8. Tax Covenant. The Lessee acknowledges that Section 5.01 of the Indenture provides that moneys in all funds and accounts created under the Indenture will be invested or deposited by the Trustee at the written direction of the Board. The Board and the Lessee certify and covenant to and for the benefit of the Bondowners and the Trustee that the Board and the Lessee shall at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on the Bonds shall, for the purposes of federal income taxation, be excludable from the gross income of the Owners thereof. It is hereby covenanted and agreed by the Board and the Lessee that they will not make, or permit to be made, any use of the original proceeds of the Bonds, or of any moneys treated as proceeds of the Bonds within the meaning of the Code and applicable regulations, rulings, and decisions, or take, fail to take, or permit to be taken any action which would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code and applicable regulations, rulings, and decisions. The covenants contained in this Section shall continue in effect until all Bonds are fully paid, satisfied, and discharged, and will survive termination of the Indenture; provided, however, that nothing in this Section 11.8 will impair or affect the Lessee's ability to terminate this Lease as provided herein.

* * * * *

ARTICLE XII

CONVEYANCE OF THE IMPROVEMENTS

Section 12.1. Conveyance of the Improvements. The Board shall assign, transfer, and convey the Improvements to the Participating Agencies or their designees in the manner provided for in Section 12.2 of this Lease; provided, however, that prior to such assignment, transfer, and conveyance, either:

(a) the Participating Agencies shall have paid the then applicable Optional Purchase Price; or

(b) the Participating Agencies shall have paid all Rental Payments set forth in EXHIBIT I hereto, for the entire Lease Term through _____, and all then current Additional Rentals required hereunder.

The Lessee is hereby granted the option to terminate this Lease and the Participating Agencies are granted the option to purchase the Improvements upon payment by the Participating Agencies to the Trustee of the then applicable Optional Purchase Price.

Upon conveyance of the Improvements pursuant to subsections (a) or (b) above, the Site Lease shall terminate pursuant to the terms thereof and the Board shall no longer have any rights thereunder except as otherwise provided therein.

Section 12.2. Manner of Conveyance. At the closing of any purchase or other conveyance of the Improvements pursuant to Section 12.1 of this Lease, the Board shall execute and deliver to the Lessee all necessary documents evidencing termination of the Site Lease and assigning, transferring, and conveying good and marketable title to the Improvements, as they then exist, subject to the following: (i) Permitted Encumbrances, other than the Site Lease, this Lease, and the Indenture; (ii) all liens, encumbrances, and restrictions created or suffered to exist by the Board or the Trustee as required or permitted by the Site Lease, this Lease, or the Indenture, or arising as a result of any action taken or omitted to be taken by the Board or the Trustee as required or permitted by the Site Lease, this Lease, or the Indenture; (iii) any lien or encumbrances created by action of the Lessee; and (iv) those liens and encumbrances (if any) to which the Sites were subject when leased to the Board pursuant to the Site Lease.

* * * * *

ARTICLE XIII

**ASSIGNMENT, SUBLEASING, INDEMNIFICATION,
MORTGAGING AND SELLING**

Section 13.1. Assignment by Board. The Board's rights under this Lease and the Site Lease, including rights to receive and enforce payments hereunder, have been assigned to the Trustee pursuant to the Indenture.

Section 13.2. Assignment and Subleasing by the Lessee. This Lease may not be assigned by the Lessee for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Lessee, without the necessity of obtaining the consent of the Board, the Trustee, or any Bondowner; subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State, or to another entity or entities if, in the opinion of nationally recognized bond counsel, such sublease will not adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code and applicable regulations, rulings, and decisions;

(b) This Lease and the obligations of the Lessee hereunder shall, at all times during the Lease Term, remain obligations of the Lessee, and the Lessee shall maintain its direct relationships with the Board and the Trustee, notwithstanding any sublease;

(c) The Lessee shall furnish or cause to be furnished to the Board and the Trustee a copy of any sublease agreement; and

(d) The term of such sublease shall not exceed the term of this Lease.

Section 13.3. Restrictions on Mortgage or Sale of Leased Property. The Board and the Lessee agree that, except for (i) the Board's assignment of this Lease and the Site Lease to the Trustee pursuant to the Indenture, (ii) any exercise by the Trustee or the Board of the remedies afforded by Section 14.2 of this Lease, (iii) the Lessee's right to sublease pursuant to Section 13.2 of this Lease, (iv) any conveyance to the Lessee pursuant to ARTICLE XII of this Lease and (v) any granting of easements pursuant to Section 11.4 of this Lease, any release and substitution of portions of the Sites pursuant to Section 11.5 of this Lease, any substitutions or modifications to the Leased Property pursuant to Section 10.2 of this Lease; neither the Board nor the Lessee will mortgage, sell, assign, transfer, or convey the Leased Property or any portion thereof during the Lease Term.

* * * * *

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined. Any one of the following shall be "Events of Default" under this Lease:

(a) failure by the Lessee to pay when due any Rental Payments during the Lease Term;
or

(b) failure by the Lessee to vacate the Leased Property by June 30 of any Fiscal Year prior to the Fiscal Year for which an Event of Nonappropriation occurs; or

(c) failure by the Lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than as referred to in (a) or (b), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Lessee by the Trustee; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, such failure shall not constitute an event of default if corrective action shall be instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 14.1 are subject to the following limitations: (i) the Lessee shall be obligated to pay the Rental Payments and Additional Rentals only during the Lease Term, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Lessee contained in ARTICLE VI of this Lease, the Lessee shall not be deemed in default during the continuance of such inability. However, the Lessee agrees to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the Lessee from carrying out its agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Lessee.

Section 14.2. Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Lease shall have happened and be continuing, the Trustee, on behalf of the Board, shall terminate the Lease Term and shall give notice to the Lessee to vacate the Leased Property within 120 days from the date of such notice. The Trustee may proceed to sell an assignment of the Site Lease and the Lease or sublease the Sites pursuant to the Site Lease; and the Trustee, on behalf of the Board, may, or at the request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall, without any further demand or notice, take one or any combination of the following additional remedial steps:

(a) In the event that the Trustee deems a delay in sale of the leasehold interest in the Leased Property to be in the best interests of the Bondowners, the Trustee may, on behalf of the Board, temporarily lease or sublease the Leased Property for the benefit of the Bondowners;

(b) The Trustee, on behalf of the Board, may recover from the Lessee:

(I) the portion of Rental Payments and Additional Rentals which would otherwise have been payable hereunder, during any period in which the Lessee continues to occupy the Leased Property; and

(II) Rental Payments and Additional Rentals which would otherwise have been payable by the Lessee hereunder during the remainder, after the Lessee vacates the Leased Property, of the Fiscal Year in which such Event of Default occurs; provided, however, that if the Trustee does not proceed to sell the leasehold interest in the Leased Property

reasonably promptly after such Event of Default, the Trustee, on behalf of the Board, shall be obligated to the Lessee to use its best efforts to lease or sublease the Leased Property for the remainder of such Fiscal Year, as provided in paragraph (a) of this Section 14.2, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessee under this paragraph (II);

(c) The Trustee, on behalf of the Board, may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under the Site Lease, this Lease, and the Indenture.

Section 14.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the Lessee by reason of an Event of Default only as to the Lessee's liabilities described in paragraph (b) of Section 14.2 of this Lease. A judgment requiring a payment of money may be entered against the Lessee by reason of an Event of Nonappropriation only to the extent that the Lessee fails to vacate the Leased Property as required by Section 6.5 of this Lease, and only as to the liabilities described in paragraph (b)(I) of Section 14.2 of this Lease. The remedy described in paragraph (b)(II) of Section 14.2 hereof shall not be available for an Event of Default consisting of failure by the Lessee to vacate the Leased Property by June 30 of the Fiscal Year prior to the Fiscal Year for which an Event of Nonappropriation occurs.

Section 14.4. No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, on behalf of the Board, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the Board, to exercise any remedy reserved in this ARTICLE XIV, it shall not be necessary to give any notice, other than such notice as may be required in this ARTICLE XIV.

Section 14.5. Waivers. The Trustee may waive any Event of Default under this Lease and its consequences as the Trustee deems to be in the best interests of the Bondowners. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

In view of the assignment of the Board's rights under the Site Lease and this Lease to the Trustee pursuant to the Indenture, the Board shall have no right to waive any Event of Default hereunder without the consent of the Trustee; and the waiver of any Event of Default hereunder by the Trustee shall constitute a waiver of such Event of Default by the Board, without the necessity of any action of or consent by the Board. A waiver of an event of default under the Indenture shall constitute a waiver of the corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

Section 14.6. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Rental Payments and Additional Rentals or for the enforcement, performance, or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the nondefaulting party.

* * * * *

ARTICLE XV

MISCELLANEOUS

Section 15.1. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

Lessor: Sweetwater County 2013 Specific Purpose Tax
Joint Powers Board
80 West Flaming Gorge
Green River, Wyoming 82935.
Attention: Chairman

Lessee: Sweetwater County, Wyoming
80 West Flaming Gorge
P.O. Box 730
Green River, Wyoming 82935
Attention: County Clerk

Castle Rock Special Hospital District
1400 Uinta Drive
Green river, WY 82935
Attention: Chief Financial Officer

Town of Granger
76 Spruce Street
P.O. Box 42
Granger, WY 82934
Attention: Town Clerk/Treasurer

City of Green River
50 East 2nd North
Green River, WY 82935
Attention: City Clerk/Treasurer

City of Rock Springs
212 D. Street
Rock Springs, WY 82901
Attention: City Clerk/Treasurer

Town of Superior
3 North Main
P.O. Box 40
Superior, WY 82945
Attention: Town Clerk/Treasurer

Town of Wamsutter
231 McCormick
P.O. Box 6
Wamsutter, WY 82336
Attention: Town Clerk/Treasurer

Trustee: Wells Fargo Bank, National Association
Corporate, Municipal & Escrow Solutions
1740 Broadway, 10th Floor
MAC C7300-107
Denver, CO 80274

Underwriter: George K. Baum & Company
1720 Carey Avenue, Suite 530
Cheyenne, WY 82001
Attention: Public Finance Department

The Lessee, the Board, the Trustee, and the Underwriter may, by written notice, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 15.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Board and the Lessee and their respective successors and assigns; subject, however, to the limitations contained in ARTICLE XIII of this Lease.

Section 15.3. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or the Indenture, subsequent to the delivery of the Bonds to the Underwriter and prior to the discharge of the Indenture, this Lease may not be effectively amended, changed, modified, or altered without the written consent of the Trustee as provided in the Indenture. Any such amendment, change, modification, or alteration shall be in writing and executed in the same manner as this Lease is executed.

Section 15.4. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Debt Service Fund, the Debt Service Reserve Fund, the Project Fund, the Extraordinary Revenue Fund, or any other fund or account created under the Indenture, upon termination of the Lease Term, and after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of this Lease and the Indenture) and fees and expenses of the Trustee in accordance with this Lease, shall belong to and be paid to the Board.

Section 15.5. Net Lease. This Lease shall be deemed and construed to be a “triple net lease”, and the Lessee shall pay during the Lease Term the Rental Payments, Additional Rentals, and all other payments required hereunder, free of any abatement, deduction, or setoff (other than credits expressly provided for in this Lease).

Section 15.6. Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the city in which the designated office of the Trustee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day 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 Lease.

Section 15.7. Severability. In the event that any provision of this Lease, other than the requirement of the Lessee to pay Rental Payments and the requirement of the Board to provide quiet enjoyment of the Leased Property and to convey the Improvements to the Participating Agencies under the conditions set forth in ARTICLE XII of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intention being that the various provisions hereof shall be severable.

Section 15.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

Section 15.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

* * * * *

IN WITNESS WHEREOF, the Board has executed this Lease in its corporate name by its duly authorized officers; and the Participating Agencies have caused this Lease to be executed in their corporate names and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

**SWEETWATER COUNTY 2013 SPECIFIC
PURPOSE TAX JOINT POWERS BOARD**

By: _____
Title: Chairman

ATTEST:

By: _____
Title: Secretary/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing Site Lease was acknowledged before me this ____ day of July, 2013, by Glenn Sugano, as Chairman, and by Brett Stokes, as Secretary/Treasurer, of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT

(Signature Page for Sweetwater County, Wyoming)

**SWEETWATER COUNTY, WYOMING
(with respect to the Roadway Sites only)**

Chairman, Board of County Commissioners

ATTEST:

County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Wally Johnson, as Chairman of the Board of County Commissioners of Sweetwater County, Wyoming, and by Dale Davis, as County Clerk.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT
(Signature Page for Castle Rock)

CASTLE ROCK SPECIAL HOSPITAL DISTRICT
(with respect to the Castle Rock Renovation Sites
only)

Chairman, Board of Trustees

ATTEST:

Secretary, Board of Trustees

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing Site Lease was acknowledged before me this ____ day of July, 2013, by Sandee Gunter, as Chairman, and by Lisa Robison, as Secretary, of the Board of Trustees of Castle Rock Special Hospital District.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT

(Signature Page for Granger)

**TOWN OF GRANGER, WYOMING
(with respect to the Granger Street
Lighting Sites; Water and Sewer Line Site;
Firehouse Addition Site; and Waterline
and Pump Station Site only)**

Mayor

ATTEST:

Town Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Lenore S. Perry, as Mayor, and by Vivian Shedden, as Clerk/Treasurer of the Town of Granger, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT
(Signature Page for Green River)

CITY OF GREEN RIVER, WYOMING
(with respect to the Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site only)

Mayor

ATTEST:

City Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Hank Castillon, as Mayor, and by Jeffrey V. Nieters, as Clerk/Treasurer of the City of Green River, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT
(Signature Page for Rock Springs)

CITY OF ROCK SPRINGS, WYOMING
(with respect to the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites only)

Mayor

ATTEST:

City Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Carl Demshar, as Mayor, and by Lisa M. Tarufelli, as Clerk/Treasurer of the City of Rock Springs, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

LEASE AND AGREEMENT
(Signature Page for Superior)

TOWN OF SUPERIOR, WYOMING
(with respect to the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites only)

Mayor

ATTEST:

Town Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Sarah Page, as Mayor, and by Michaelene Maes-Ekker, as Clerk/Treasurer of the Town of Superior, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

EXHIBIT A
to
LEASE AND AGREEMENT

Descriptions of Sweetwater County Roadway Sites

LITTLE AMERICA ROAD (CR 4-2)

Beginning at the junction with U.S. Highway 30 North in Section 3, T. 18 N., R. 111 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Northwesterly and then Southwesterly 6.22 miles, more or less, to the Uinta County line, being the Point of Terminus, in Section 10, T. 18 N., R. 112 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 749, Pages 302-304.

Said road having certain right-of-way with a total width of 80 feet, by the Wyoming State Highway Commission Resolution of 1937.

TG SODA ASH ROAD (CR 4-11)

Beginning at the junction with Wyoming Highway 372 in Section 20, T. 20 N., R. 109 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Southwesterly 9.1 miles, more or less, to the TG Soda Ash Mine, being the Point of Terminus, in Section 36, T. 20 N., R 111 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 749, Pages 328-329, and also Book 759, Pages 1198-1199.

Said road having certain right-of-way with a total width of 150 feet, being recorded in said Sweetwater County Clerk's office, Book 567, Pages 116-117, Book 594, Pages 560-564, and Book 571, Page 378.

ROAD (CR 4-6)

Beginning at the junction with Wyoming Highway 372 in Section 28, T. 20 N., R. 109 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Northeasterly 2.56 miles, more or less, to the OCI Plant gate, being the Point of Terminus, in Section 15, T. 20 N., R 109 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 281, Page 590, and also Book 759, Pages 414-416.

Said road having certain right-of-way with a total width of 150 feet, being recorded in said Sweetwater County Clerk's office, Book 295, Pages 179-180, and Book 910, Pages 1290-1293.

Said road having certain right-of-way with various width, being recorded in said Sweetwater County Clerk's office, Book 893, Pages 1367-1372, and Book 894, Pages 212-218.

EXHIBIT B
to
LEASE AND AGREEMENT

Descriptions of Castle Rock Renovation Sites

- **Villa Board and Care Facility (Villa)**
1445 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Convalescent Center (CRCC)**
1440 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Medical Center (CRMC)**
1445 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Ambulance Garage (Ambulance Garage)**
1480 Uinta Drive
Green River, Wyoming 82935
- **All parking areas at Villa, CRCC, CRMC and Ambulance Garage**

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EXHIBIT C
to
LEASE AND AGREEMENT

Descriptions of Granger Street Lighting Sites

First Location: Those areas dedicated to the Town of Granger, Wyoming by virtue of, and within, the First Re subdivision of a part of the Granger Park Subdivision, as the same were filed for record in the Office of the Sweetwater County, Wyoming, Clerk and Recorder on or about the 12th day of July 1982 A.D. and on or about the 4th day of August, 1978 A.D., respectively as follows:

A fifty-foot-wide right-of-way, commencing at the intersection of **Blacks Fork Drive** and Spruce Street (also known as Old U.S. Highway 30 and Sweetwater County Road Number 16); thence in a northeasterly direction along Blacks Fork Drive for approximately 1,165.95 feet to a curve having a radius of 175 feet; thence in an easterly direction for approximately 427.46 feet, where Blacks Fork Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at a point of intersection of **Evans Drive** and Blacks Fork Drive approximately 115.30 feet from the point where Black Forks Drive intersects Spruce Street; thence in a southeasterly direction along Evans Drive for approximately 358.77 feet to a curve having a radius of 75 feet; thence in a northeasterly direction for approximately 695.08 feet to a curve having a radius of 75 feet; thence in a northerly direction for 501.75 feet to a second intersection with the center of Blacks Fork Drive, completing a loop;

A fifty-foot-wide right-of-way, commencing at the intersection of **Reber Drive** and the center of Blacks Fork Drive; thence along Reber Drive in a southerly direction for approximately 375 feet, where Reber Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at the intersection of **Hams Fork Drive** and the center of Evans Drive and proceeding along Hams Fork Drive in a westerly direction approximately 71.99 feet, thence in a southwesterly direction 471.64 feet to the center of Beaver Creek Drive, where Hams Fork Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at the intersection of **Beaver Creek Drive** and Blacks Fork Drive; thence along Beaver Creek Drive in a southeasterly direction for approximately 426.41 feet to the center of Evans Drive, where Beaver Creek Drive dead-ends; and

A fifty-foot-wide right-of-way, commencing at the intersection of **Slate Creek Drive** and the center of Blacks Fork Drive; thence along Slate Creek Drive in a southeasterly direction for approximately 426.41 feet to the center of Evans Drive, where Slate Creek Drive dead-ends.

A one-hundred-foot-wide right-of-way, commencing at the intersection of **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Blacks Fork Drive; thence along Spruce Street Drive in a southeasterly direction for approximately 2,600 feet to the edge of the Town of Granger, town limits.

Second Location: Those areas within the **Original Filing Plat of the Town of Granger**, as follows:

A fifty-foot-wide right-of-way commencing at the intersection of **First Street** (also known as Front Street) and Spruce Street; thence along First Street in a northeasterly direction approximately 1,225 feet to the northeast boundary of the area platted as "Oak Street";

A fifty-foot-wide right-of-way commencing at the intersection of **Second Street** and Spruce Street; thence along Second Street in a northeasterly direction approximately 1,225 feet to the northeast boundary of the area platted as "Oak Street";

A fifty-foot-wide right-of-way commencing at the intersection of **Third Street** and Cedar Street; thence Third Street in a northeasterly direction approximately 1,100 feet to the center of the Granger Town Park known as Roy Adams Park;

A fifty-foot-wide right-of-way commencing at the intersection of **Cedar Street** and First Street; thence in a southeasterly direction along Cedar Street approximately 422 feet to the intersection of Cedar Street and Third Street;

A fifty-foot-wide right-of-way commencing at the intersection of **Pine Street** and First Street; thence in a southeasterly direction along Pine Street approximately 422 feet to the intersection of Pine Street and Third Street;

A twenty-five-foot-wide right-of-way constituting the **alley parallel to and between Spruce and Cedar Streets** (also known as Juniper Lane), commencing at Second Street and proceeding in a southeasterly direction along said alley approximately 578 feet to the intersection of said alley with the center of Banks Drive.

Third Location: **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16), as follows:

A fifty-foot-wide right-of-way known as **Spruce Street**, commencing at the intersection of Spruce Street and First Street; thence in a southeasterly direction along Spruce Street across the Blacks Fork River to a point approximately 1,832 distant from the afore-mentioned intersection.

Fourth Location: **County Road 16** (also known as Old U.S. Highway 30 and Granger Road) as follows:

A portion of the two-hundred-foot-wide right-of-way, known as **County Road 16** commencing at the northern edge of Town of Granger town limits, 2400 feet South of the intersection of County Road 16 and U.S. Highway 30, thence south southeasterly direction along County Road 16 approximately 5,450 feet where County Road 16 dead-ends at the Union Pacific Rail Road.

Description of Granger Water and Sewer Line Site

Location: Those areas dedicated to the Town of Granger, Wyoming by virtue of and within, the First Re subdivision of the Granger Park Subdivision, as the same were filed for record in the Office of the Sweetwater County, Wyoming, Clerk and Recorder on or about the 12th day of July, 1982 A.D. and on or about the 4th day of August, 1978 A.D., respectively as follows:

A one-hundred-foot-wide right-of-way, commencing at the intersection of **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Blacks Fork Drive; thence along Spruce Street in a southeasterly direction for approximately 2,600 feet to the edge of the Town of Granger, town limits.

Description of Granger Fire Station Addition Site

First Location: Those areas within the Original Filing Plat of the Town of Granger, Block 4 Lots 9 through 14, (.34 acres), between First and Second Street (also known as Front Street) and

Second Location: Area within the Plat of the Adams Addition to the Town of Granger, Block 2 (.1078 acres), located at the northwest corner of Spruce Street (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Second Street (also known as Front Street).

Description of Granger Waterline and Pump Station Site

HAMS FORK RIVER PUMP STATION AND WATERLINE TO GRANGER TREATMENT PLANT

(Note, previous used water easement is currently being re-negotiated and may change due to engineering or other considerations.)

A strip of land for municipal water supply system across the Northwest Quarter Northeast Quarter Southwest Quarter Northwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) and Southwest Quarter Southeast Quarter Northwest Quarter Northwest (SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-two (32), Township Nineteen (19) North, Range One Hundred Eleven (111) West of the 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows:

Intake and pump station will be located in the West Half Northwest Quarter of the said Section 32, on lands described as follows:

Beginning at the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of the said Section 32, thence North 0°07' East 144.76 feet more or less to a point on the southerly right of way line of the Union Pacific Railroad main line; thence South 55°19½' West, along said right of way line, 403.23 feet; thence South 0°07' West 245.66 feet; thence North 89°47' East 331.15 feet; thence North 0°07' East 329.05 feet to the point of beginning. Said description is intended to cover all portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ situated south of the Union Pacific main line right of way. The above described parcel contains 2.734 acres, more or less.

The course of the said water line is more particularly described as follows:

Beginning at a point on the east line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of the Section, said point being located North 0°07' East a distance of 196 from the southeast corner thereof; thence North 56°48' East a distance of 1977 feet to a point on the North-South center line of the said section 32, said point being located South 0°07' West a distance of 366 feet from the North $\frac{1}{4}$ Corner of the Section. The pipe line right of way will have a total width of 25 feet, or 12½ feet on either side of the above described center line. This parcel contains 1.134 acres.

EXHIBIT D
to
LEASE AND AGREEMENT

Descriptions of Green River Street and Storm Drain Sites

EAST TETON BOULEVARD FROM ASTLE AVENUE TO MONROE AVENUE

The Improvements will occur within an existing right-of-way for East Teton Boulevard, as described on the *Final Plat of East Teton Boulevard Addition, a Tract of Land Located in Lots 4, 5 & 7 of Section 26, and Lot 1 of Section 27, T18N, R107W, 6th P.M. City of Green River, Sweetwater County, Wyoming*, and recorded as document number 1571827 in the Office of the County Clerk of Sweetwater County, Wyoming.

HITCHING POST DRIVE FROM MONROE AVENUE TO CROSSBOW DRIVE

The Improvements will occur within that portion of Hitching Post Drive between Monroe Avenue and Crossbow Drive, approximately 1320 linear feet. Hitching Post Drive is described as “a street 60 feet in width, 30 feet on either side of the following described centerline. Beginning at a point on the south line of Section 27, T18N, R107W, 6th P.M., in the Town of Green River, Sweetwater County, Wyoming said point being 30 feet westerly from the southeast corner of said Section 27 thence northeasterly parallel to the east line of Section 27 N 2°34'20" W a distance of 2672.22 feet more or less to an extension of the southerly boundary of Monroe Avenue, said street being approximately 2672 feet in length,” the dedication of which is recorded as document number 430360 in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

KNOTTY PINE STREET FROM RIVERVIEW DRIVE TO ITS SOUTH END

The Improvements will occur within an existing 50' wide right-of-way for Knotty Pine Street, approximately 1,945 linear feet from Riverview Drive to its southern terminus (S 28°23'08" W), as shown on the *Final Plat for Hutton Heights Addition to the Town of Green River (Eighth Filing)* and recorded as document number 738785 in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

Descriptions of Green River Street and Water Main Sites

**EAST RAILROAD AVENUE FROM
NORTH THIRD EAST STREET TO ITS EAST END**

The Improvements will occur within an existing 50' wide right-of-way for East Railroad Avenue, from its intersection with North Third East Street to its eastern termination (approximately 334 LF east of the intersection). The right-of-way for East Railroad Avenue is described and depicted on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. An alternate location is the alley within Block 13 of the Original Town of Green River, as shown on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

NORTH FIFTH EAST STREET FROM ITS SOUTH END TO FLAMING GORGE WAY

The Improvements will occur within an existing 80' wide right-of-way for North Fifth East Street, from its intersection with Flaming Gorge Way to its southern termination (approximately 212 LF south of the intersection). The right-of-way for North Fifth East Street being 80' wide centered on a line 40' southeasterly from and parallel to the southeast line of Tract "I" as shown on the *Union Pacific Railroad Company's "1919 First Addition" to the Town of Green River, Sweetwater County, Wyoming*, and the Original Town of Green River, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

SECOND SOUTH STREET FROM THE UNDERPASS TO THE CONCRETE NEAR UINTA DRIVE

The Improvements will occur within an existing 65'+ wide right-of-way for Second South Street, from its intersection with Uinta Drive to approximately South Second West Street near the Underpass. The right-of-way for 2nd South Street is described and depicted in a Warranty Deed recorded as document number 1431809, on the *Map of the Electric Addition to the Town of Green River, Sweetwater County, Wyoming*, on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, and, from the westerly end of 2nd South Street, as platted and recorded on the Original Town of Green River, as described in an Agreement dated 7 September 1936 between Union Pacific Railroad Company and the State of Wyoming, recorded in the Office of the County Clerk of Sweetwater County, Wyoming.

Descriptions of Green River Street Sites

LOCUST STREET FROM RIVERVIEW DRIVE TO STEPHENS STREET

The Improvements will occur over a distance of approximately 392 linear feet (S 28°23' 08" W) within the existing 50' wide right-of-way for Locust Street, from its intersection with Riverview Drive through its intersection with Stephens Street, within the City of Green River. The right-of-way for Locust Street is described and depicted on the *Final Plat for Hutton Heights Addition to the Town of Green River (Eighth Filing)* and recorded as document number 738785 in the Office of the County Clerk of Sweetwater County, Wyoming.

APACHE AVENUE FROM TRAIL DRIVE TO CLIFF VIEW DRIVE

The Improvements will occur over a distance of approximately 522 linear feet within the existing 50' wide right-of-way for Apache Avenue, from its intersection with Trail Drive through its intersection with Cliff View Drive, within the City of Green River. The right-of-way for Apache Avenue is described and depicted on the *Clear View Estates Phase II Filing Plat*, recorded as document number 761544 in the Office of the County Clerk of Sweetwater County, Wyoming.

APACHE AVENUE FROM INDIAN HILLS DRIVE TO GRAND VIEW DRIVE

The Improvements will occur over a distance of approximately 747 linear feet within the existing 50' wide right-of-way for Apache Avenue, from its intersection with Indian Hills Drive to its intersection with Grand View Drive, within the City of Green River. The right-of-way for Apache Avenue is described and depicted on the recorded *Final Plat of Indian Hills Village Addition to the Town of Green River, Wyoming* and the *Clear View Estates Filing Plat*, recorded as document number 729280, in the Office of the County Clerk of Sweetwater County, Wyoming.

**WIND RIVER DRIVE FROM HITCHING POST DRIVE
TO WEST TETON BOULEVARD**

The Improvements will occur over a length of approximately 1360 linear feet within the existing 50' wide right-of-way for Wind River Drive, from its intersection with Hitching Post Drive to its intersection with West Teton Boulevard, within the City of Green River. The right-of-way for Wind River Drive is described and depicted on the *Bridger Addition Filing Plat* recorded as document number 447725 in the Office of the County Clerk of Sweetwater County, Wyoming.

**NORTH FOURTH EAST STREET FROM FLAMING GORGE WAY
TO EAST SECOND NORTH STREET**

The Improvements will occur within the existing 80' wide right-of-way for North Fourth East Street, from its intersection with Flaming Gorge Way through its intersection with East Second North Street, within the City of Green River. The right of way for North Fourth East Street is described and depicted on the *Union Pacific Railroad Company's "1919 First Addition" to the Town of Green River, Sweetwater County, Wyoming*, and the Original Town of Green River, recorded in the Office of the County Clerk of Sweetwater County, Wyoming.

Description of Green River Street, Water Main, Sewer Main and Storm Drain Site

EVANS STREET FROM UINTA DRIVE TO WILKES DRIVE

The Improvements will occur within an existing 50' wide right-of-way for Evans Street, from its intersection with Uinta Drive through Wilkes Drive, within the City of Green River. The centerline of Evans Street is described and depicted on the *Right of Way Survey, Paxton Webb Addition, City of Green River*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

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EXHIBIT E
to
LEASE AND AGREEMENT

Descriptions of Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites

SUMMIT DRIVE EXTENSION

The Improvements will occur within T. 19N., R. 105 W., 6th P.M., Sweetwater County, Wyoming, section 16: Lots 5, 12, 13; section 28: Lots 4, 5; section 32: Lots 1, 8.

SWEETWATER DRIVE EXTENSION

The Improvements will occur within a Right-of-Way dedicated on the Mountain View Subdivision Plat in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, W ½ of Section 33.

Descriptions of Rock Springs Storm Sewer Replacement Sites

NORTH BELT ROUTE N

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19 N., R.105W., 6th P.M., Sweetwater County, Wyoming, NE ¼ of Section 25 and E ½ of Section 26.

SOUTH CENTER STREET TO BITTER CREEK

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ½ of Section 35.

CHANNEL STREET TO ELK STREET

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming S ½ of Section 26 and NE ¼ of Section 35.

**Descriptions of Rock Springs Sanitary Sewer, Road Repair,
Curb, Gutter and Sidewalk Sites**

STAGECOACH BOULEVARD EXTENSION

Proposed Right-of-Way Extension - A strip of land that is all of the southerly 100 feet of the south half (S1/2) of Section 21, Resurvey Township 19 North, Range 105 West of the Sixth Principal Meridian, Rock Springs, Sweetwater County, Wyoming lying 100.00 feet north of the following described south section line. The north line of said strip to be lengthened or shortened to begin on the west line of the southwest quarter of said Section 21 and end on the westerly right-of-way-line of said Foothill Boulevard;

Beginning at the southwest corner of said Section 21;

Thence South 87°50' 17" East along the south line of the southwest quarter of said Section 21 for a distance of 2744.65 feet to the south quarter corner of said Section 21;

Thence South 87°49'05" East along the south line of the southeast quarter of said Section 21 for a distance of 2690.01 feet to a point which lies on the westerly right-of-way line of Foothill Boulevard and the point of terminus.

The total length of described line is 5434.66 feet, or 329.373 rods, or 1.029 miles. The basis of bearing for the above described- centerline is North 87°50' 17" West from the South Quarter corner to the Southwest corner of Section 21, T1 9N, R105W.

CENTER STREET AND SOUTH BELT ROUTE

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, W ½ of Section 35, SE ¼ of section 34; T.18N., R.105W., 6th P.M. Sweetwater County, Wyoming, NE ¼ of Section 3 and NW ¼ of Section 2.

MISCELLANEOUS LOCATIONS

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ¼ of Section 35.

Description of Rock Springs Waste Water Treatment Plant Site

A parcel of land located in T.18N., R.105W., 6th P.M., Sweetwater County, Wyoming, S ½ of Section 5. Approximately 14 acres.

Description of Rock Springs Gateway Pump Station Site

Easements in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, N ½ of Section 34.

Miscellaneous Rock Springs Sanitary Sewer, Water Line and Road Repairs Sites

WATER LINE RELOCATION AND REPLACEMENT, FIRE HYDRANTS AND ROAD REPAIRS ON BELLVIEW STREET

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ¼ of Section 26.

30 INCH WATERLINE FROM THE WEST KANDA LOCATION TO THE WATER TREATMENT PLANT IN GREEN RIVER

Installation will occur in Right-of-Ways, Easements and Licenses in T.18N., R.107W., 6th P.M., Sweetwater County, Wyoming, N ½ of Section 22, W ½ of Section 23, SE ¼ of Section 23 and S ½ of Section 24.

**EXHIBIT F
to
LEASE AND AGREEMENT**

**Descriptions of Superior Storm Sewer, Inlets, Curb & Gutter,
Paving and Sidewalk Sites**

HORSE THIEF LANE

A 50 foot right-of-way in the Coble Addition to South Superior as recorded on August 16, 2006 in the Sweetwater County Clerk's office; commencing at the westerly easement of Cliff Overy Street; thence west to the end of Horse Thief Lane. Said right-of-way is 1,198.00 feet long.

BERTA STREET

A 50 foot right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; commencing at the easterly right-of-way of State Highway 371; thence east to a point 390.00 feet east of the easterly easement of Cliff Overy Street. Said right-of-way is 2,708.00 feet long.

MANNING COURT

A 40 foot right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; commencing at the south right-of-way of Berta Street; thence east 768 feet to rejoin the south right-of-way of Berta Street. Said right-of-way is 768.00 feet long.

Descriptions of Superior Storm Sewer, Inlets, Curb & Gutter and Paving Sites

FOURTH STREET

A 50 foot right-of-way in the Second Addition to South Superior as recorded on February 28, 1923 in the Sweetwater County Clerk's office; commencing at the westerly right-of-way of C Street; thence westerly 500 feet.

C STREET

A 35 foot right-of-way in the Second Addition to South Superior as recorded on February 28, 1923 in the Sweetwater County Clerk's office; commencing at the northerly right-of-way of Fourth Street; thence south to the south right-of-way of Fifth Street. Said right-of-way is 418.00 feet long.

Description of Superior Curb & Gutter, Paving and Sidewalk Site

CLIFF OVERY STREET

A 100 foot easement in the SW1/4 of the SE1/4 of Section 28, T 21 N, R 102 W adjacent to the Coble Addition as recorded on August 16, 2006 in the Sweetwater County Clerk's office; commencing at the northerly right-of-way of State Highway 371; thence north to the south right-of-way of Berta Street. Said easement is 679.00 feet long.

Descriptions of Superior Storm Sewer Sites

EASEMENT SOUTH OF C STREET

A 20 foot wide easement located in Sweetwater County, Wyoming in the NW Quarter, Section 33, T 21 N, R 102 W on Anadarko E&P LLP property. The point of beginning of the centerline of the easement is a point on the north line of Section 33, 338.9 feet S 89° 42' west of the north Quarter Corner of Section 33. Thence S 0° 03' W, 105.0 feet.

RIGHT-OF-WAY SOUTH OF MANNING COURT

A 10 foot wide right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; located in Block 7 between Lot 4 and Lot 5. Said right-of-way is 125.00 feet long.

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EXHIBIT G
to
LEASE AND AGREEMENT

**Descriptions of Wamsutter's Water Main, Street Replacement,
Curb and Gutter and Sidewalk Sites**

BUCHO AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the intersection of Bucho Avenue and Swanson Street; thence S 89°54' 46.25" E along Bucho Avenue to a point approximately 660 feet from the afore-mentioned intersection.

BONNEY AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the intersection of Bonney Avenue and Swanson Street; thence N 89°40' 06.21" E along Bonney Avenue to a point approximately 580 feet from the afore-mentioned intersection.

BUGAS AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the west side of the intersection of Bugas Avenue and Swanson Street; thence N 89°43' 39.89" E along Bugas Avenue to a point approximately 783 feet from the afore-mentioned intersection.

TIERNEY STREET (FROM BUCHO AVENUE TO MCCORMICK)

A portion of the sixty-foot-wide right-of-way, commencing from the south side of the intersection of McCormick Avenue and Tierney Street; thence S0°23'06.56"E along Tierney Street to a point approximately 1064 feet from the afore-mentioned intersection; thence along a curve with a radius of 200 feet and a length of 47.43 feet; thence S13° 12'2.81 "W a distance of 28.6 feet; thence along a curve with a radius of 162.2 feet and a length of 38.41 feet; thence S0°21'33.76"E an approximate distance of 562 feet.

Descriptions of Wamsutter's Sewer Main Sites

SOUTH SIDE INDUSTRIAL PARK

North Sewer Main - A portion of a forty-foot-wide easement, commencing from Lathem Avenue, Northerly along the east property boundary of lot 6 located in the Wamsutter Industrial Park an approximate distance of 646 feet; thence easterly along north property boundary in a portion of a twenty five-foot-wide utility easement an approximate distance of 1492 feet.

South Sewer Main - A portion of a twenty five-foot-wide easement, commencing from Tipton Avenue, Easterly along the property line dividing the center lots of the Wamsutter Industrial Park an approximate distance of 1728 feet.

RAILROAD WATER MAIN (ALONG THE RAILROAD SEWER LINE)

A portion of a proposed twenty five-foot-wide easement, commencing from the west end of Bucho Avenue, northeasterly along the Union Pacific Railroad Tracks, located a distance of two hundred and twenty feet northwest and parallel to the centerline of the tracks, an approximate distance of 712 feet; thence northerly an approximate distance of 135 feet.

Descriptions of Wamsutter's Water Meter Parts Sites

Located throughout the Town of Wamsutter in existing meter pits or vaults.

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EXHIBIT H
to
LEASE AND AGREEMENT

Descriptions of Improvements

SWEETWATER COUNTY

Sweetwater County plans to construct roadway improvements, asphalt overlays, safety work and other associated improvements on three County roads - (i) Little America Road (CR 4-2), (ii) TG Soda Ash Road (CR 4-11), and (iii) OCI Entrance Road (CR 4-6).

CASTLE ROCK

Ambulance Purchase - Estimated timing - August 2013; Estimated cost - \$510,000 for ambulances + \$33,000 for power lifts - \$543,000. Three (3) new ambulances have been purchased to replace the existing fleet. The existing vehicles have excess mileage and are in need of frequent repair. Three (3) power lifts for cots will also be purchased to avoid injuries to employees resulting from heavy lifting.

Remodel Villa Rooms - Estimated timing - 2013; Estimated cost - \$180,000. Castle Rock intends to remodel the existing rooms in the Villa board and care facility, located at 1445 Uinta Drive in Green River, Wyoming. This would include replacing the tub and shower units with a shower unit to enable the residents to easily gain access to the shower. The shower units will also include the replacement of all fixtures and a seat. The remodel also includes the replacement of the bathroom vinyl floor and new carpet floor in the living area. Also included is removal of the wallpaper, re-texturing of the existing walls and repainting of the entire room. There is a total of twenty (20) one bedroom units and three (3) two bedroom units that will be remodeled.

New Floors in Public Areas at the Castle Rock Convalescent Center located at 1445 Uinta Drive, Green River, Wyoming (CRCC) - Estimated timing - 2013; Estimated cost - \$77,000. The District intends on replacing the flooring in the reception area, multi-purpose room, activities room, four (4) hallways and the nursing area. The old carpet and VCT tiles will be removed and replaced with Duram Plank, LVT, and glue down. This will enhance the common use area and also reduce the number of falls in this area.

Install Seven (7) Condensing A/C Units at the Castle Rock Medical Center located at 1440 Uinta Drive, Green River, Wyoming (CRMC) - Estimated timing - 2013; Estimated cost - \$47,619. The District intends on replacing seven (7) A/C condensing units. The old condensing units are 20 plus years old and the cost of maintenance to keep them running is very high. This work will ensure that the temperature can be maintained at a comfortable level for the staff and patients.

Resident Transportation Vehicle (Bus) Purchase - Estimated timing - 2013; Estimated cost - \$60,000. The District intends on purchasing a Resident Transportation Vehicle for transporting residents to doctors' appointments and various activities. This will enhance the residents' stay at the Villa and CRCC since activities enable them to get out into the community. Again this replacement is necessary due to the age of the existing bus and the high cost of repairs.

Pick-up Truck and Snow Plow Purchase - Estimated timing - 2013; Estimated cost - \$30,000. The District intends on purchasing a new ¾ ton pick-up truck with snow plow. This

vehicle is used by the maintenance department for snow removal and for picking up materials and supplies for maintenance use. This vehicle is for use District - wide.

Lighting changes at CRCC, CRMC, Villa and Ambulance Garage - Estimated timing - 2013; Estimated cost - \$97,890. The District will be changing all the lighting at all of its facilities before the end of the year 2013. This change is mandated by the fact that the t-12 light bulbs will not be manufactured past 2013. The change will consist of replacing all t-12 light fixtures with electronic ballast and t-8 light bulbs. This will also create an energy savings.

Replacing Windows and Doors at CRCC, CRMC, Villa and Ambulance Garage - Estimated timing - 2013; Estimated cost - \$202,050. The District intends on replacing all the windows at all of its facilities. The windows are worn and do not close properly in their frames, which causes drafts during cold weather. The weather stripping is also worn and the hardware, to open and close the windows has worn to the point that they won't close properly. The District will replace forty-six (46) windows at CRCC, replace the glass in forty - three (43) windows at CRMC, replace twenty - nine (29) windows at the Villa and replace five (5) windows at the Ambulance Garage. The District also intends on replacing the front doors at CRMC.

Repaving Parking Areas at CRCC, CRMC, Villa and Ambulance Garage - Estimated timing - 2014; Estimated cost - \$499,400. The District intends on repaving the entire parking area at all of the facilities. The work will consist of rotomilling and sweeping the existing parking lots and installing a 1½ inch asphalt overlay, and asphalt patching of all needed areas. Total square footage (SF) of parking areas - 285,850 SF.

Reroofing of CRCC and Villa; Reroofing Back Half at CRMC - Estimated timing - 2014; Estimated cost - \$140,000. The District intends on reroofing building at the CRCC and Villa, using an architectural asphalt shingle. The old roof will be torn off and new felt and shingles installed. The District also intends on replacing the flat roof over the kitchen area and the flat roof on the back half of the roof at CRMC.

GRANGER

Installation of New and Replacement Street Lights

Granger intends to install new Solar street lighting on all streets within the Town, replacing existing lights and installing new lights on streets not previously covered. Less than half of the streets in Granger currently have street lights. The new decorative Solar lighting will improve the looks of the Town as well as improve the safety and security of its citizens, even in power outage conditions. The estimated cost of the project is \$500,000.

The is currently receiving sample Solar Street Lights for evaluation of lighting coverage, looks, cost of installation and public opinion. The actual quantity of street lights needed for the project will be depend on completion of this evaluation, at which time quantity and type information will be provided.

Street lighting project is estimated for completion in February 2014.

Water and Sewer Line to New School

The Town has installed a 2,600 foot, 12 inch PVC water line with six gate valves, three fire hydrants, one ARV & manhole, a 2,500 foot 8 inch PVC sewer line with ten 4 foot diameter manholes, from the intersection of Spruce Street (also known as Old U.S. Highway 30 and

Sweetwater County Road 16) and Blacks Fork Drive, along the right-of-way to the new Granger School site.

This project was required as the existing school is in such poor condition, it must be replaced. The new school is being located on property that did not previously have sewer or water connections to it. Sweetwater County School District Number 2 required that the Town have water and sewer services to the site in order for it to proceed with plans and construction of the new school building (currently under construction). Funds for installation of the water and sewer line were obtained from the Town's general fund and a 50% match grant from the State Loan and Investments Board (SLIB).

The project began August 8, 2012, with substantial completion November 12, 2012. The Town reports project costs of \$503,793.00 for construction and \$156,185.00 for engineering, for a total of \$659,978.

The Town adopted a Reimbursement Resolution No. 2012-5, dated November 15, 2012. Sixty days prior to adoption of that Reimbursement Resolution, the Town expended \$169,570.72. The Town plans to request reimbursement of this amount when Series 2013 Bond proceeds become available.

Firehouse Upgrades and Equipment

Fire Station - The Town plans to construct an approximately 20' x 40', one bay addition to the northeast side of the current Granger Fire Station located at 455 2nd Street, to include concrete pad, floor drain, steel structure, insulated siding, insulated roofing, electrical, concrete floor with drain and a twelve foot by twelve foot roll up bay door.

The current 30' x 48.5' Fire Station has two small 15' wide, 30' deep bays with 10' wide doors and an 18' x 30' office, training area and storage area. The new addition will allow for parking of a larger 30' fire apparatus, provide a bay for parking the Town's wild-land firefighting truck and provide a larger area for training and storage of equipment. Estimated total cost of addition is \$60,000.00 and completion is estimated for February of 2014.

Fire Truck - The Town plans to replace one of its aging fire apparatuses (1978 Dodge) with a used Custom Pumper truck with the following minimum specifications: 1250 gallon per minute (minimum) pump, 1000 gallon (minimum) storage tank, diesel engine, automatic transmission, on-spot tire chains, generator and Self-Contained Breathing Apparatus (SCBA) seating for three (minimum) firefighters. The purchase of a newer up-to-date apparatus will better serve and protect the public as well as the firefighters operating it.

The Town will also replace an aging 35-year old Dodge mini pumper that has served multiple agencies over its years and is in need of major suspension work, and is not safe to drive. The cost of repairs and upgrades to this out-of-date apparatus would cost more than the apparatus is worth. The estimated cost of the fire truck is \$100,000 and the Town anticipates receipt in August 2013.

Equipment - The Town plans to replace, upgrade or purchase firefighting equipment, including, but not necessarily limited to, 2400 feet of 2 ½ inch fire hose, 1000 feet of 1½ inch fire hose, 20 feet hard suction fire hose, one low level strainer, one jet siphon, one barrel strainer, one truck mounted monitor, one portable monitor, one piercing nozzle, one cellar nozzle, three 1½ inch nozzles, two 2 ½ inch nozzles, two 1 inch nozzles, three 2 ½ x 2 - 1½ in gated wyes, one folding attic ladder, one portable pump, six radio pagers, three mobile radios, two self-contained breathing apparatus (SCBA), one ventilation saw, one SCBA filling cascade system and six sets of Turnout Gear.

Purchase of this firefighting equipment is needed to help meet National Fire Protection Agency (NFPA) standards on required equipment for a firefighting apparatus, to protect the firefighters using it as well as the public and property they protect. The Granger Fire Department has never had many of the equipment items listed above.

The estimated maximum cost of all equipment is \$60,000 and full acquisition is expected in February 2014.

Hams Fork River Pump Station and Waterline to Granger Treatment Plant

Hams Fork Waterline and Pump Station - The Town plans to construct/install a packaged pump station and 1,600 feet of 6" PVC water line from the Hams Fork River to the Granger water treatment plant's sedimentation basin. The Project also entails installation of one air release assembly, one manhole and one blow-off assembly. This Project will insure the Town has water if there is an interruption in the over 16 miles of waterline from the Green River to the Town.

The estimated cost of the Project is \$700,000 and completion is scheduled for December 2014.

GREEN RIVER

Street and Storm Drain Improvements

East Teton Boulevard from Astle Avenue to Monroe Avenue - East Teton Boulevard is classified as a Major Collector in the City of Green River, and currently has a 28' pavement width with no curb, gutter, or sidewalk. Several drainage culverts currently pass under East Teton Boulevard. The East Teton Boulevard improvements will consist of reconstructing and widening the existing roadway for approximately 4,100 LF from Astle Avenue to Monroe Avenue to meet current City standards for a Major Collector. The surface improvements will include constructing a 37' wide asphalt paved surface with curb and gutter on both sides. A five foot wide sidewalk will be added on the south/west side of the roadway, and guardrail will be restored as necessary on the north/east side. The existing culverts will be upgraded as needed and will incorporate curb inlets and additional storm lines to provide adequate roadway drainage. It is anticipated that approximately 120 LF of 18" storm drain and 1,280 LF of 24" storm drain, with appropriate flared end sections and catch basin inlets, will be installed. Projected Cost: \$3,071,315.50; Design: 2013; Bidding and Construction: 2014.

Hitching Post Drive from Monroe Avenue to Crossbow Drive - Hitching Post Drive is classified as a Major Collector in the City of Green River, and is developed with curb, gutter, and sidewalk. The Hitching Post Drive improvements will consist of reconstructing the existing roadway for approximately 1,320 LF from Monroe Avenue through Crossbow Drive. The surface improvements will include constructing a 44' wide asphalt paved surface with curb, gutter, and sidewalks on both sides. A new storm drainage system will also be installed in Hitching Post Drive, consisting of approximately 200 LF of 24" storm drain and approximately 1,320 LF of 48" storm drain, with associated catch basin inlets, manholes, and vaults. Projected Cost: \$1,108,475.10 (Street Improvements), \$290,294 (Storm Drain Improvements); Design: 2015 - 2016; Bidding and Construction: 2017. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

Knotty Pine Street from Riverview Drive to its South End - Knotty Pine Street is classified as a Local Street in the City of Green River, and is developed with curb, gutter, and sidewalk. The Knotty Pine Street improvements will consist of reconstructing the existing roadway for approximately 1,945 LF from Riverview Drive to its southern terminus. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both

sides. A new storm drainage system will also be installed in Knotty Pine Street, consisting of approximately 120 LF of 15" storm drain and approximately 750 LF of 30" storm drain, with associated catch basin inlets and manholes. Projected Cost: \$1,167,798.95 (Street Improvements), \$174,735.00 (Storm Drain Improvements); Design: 2016-2017; Bidding and Construction: 2018. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

Street and Water Main Improvements

East Railroad Avenue from North Third East Street to its East End - East Railroad Avenue is classified as a Proposed Major Collector in the City of Green River and is developed with curb, gutter, and some sidewalks. The East Railroad Avenue Improvements will consist of reconstructing the existing roadway for approximately 334 LF from North Third East Street to the east end of East Railroad Avenue. Curb, gutter, and sidewalk will also be reconstructed on both sides of the roadway. Additional work will include the installation of approximately 1,400 LF of 8" water main, with associated hydrants and fittings, to improve fire protection in the area. An alternate location for the water main work may be within the alley north of East Railroad Avenue, pursuant to approval of permitting agencies. Projected Cost: \$260,290.54 (Street Improvements), \$141,854.00 (Water Main Extension); Design: 2015 - 2016; Bidding and Construction: 2017. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

North Fifth East Street from its South End to Flaming Gorge Way - North Fifth East Street is classified as a Proposed Major Collector in the City of Green River and is developed with some curb, gutter, and sidewalk. The North Fifth East Street Improvements will consist of reconstructing the existing roadway for approximately 212 LF from Flaming Gorge Way to the south end of North Fifth East Street. Curb, gutter, and sidewalk will also be reconstructed on both sides of the roadway. Additional work will include the installation of approximately 250 LF of 8" water main, with associated hydrants and fittings, to improve fire protection in the area. Projected Cost: \$197,201.16 (Street Improvements), \$38,870.00 (Water Main Extension); Design: 2015 - 2016; Bidding and Construction: 2017. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

Second South Street from the Underpass to the Concrete Near Uinta Drive - Second South Street is classified as a Minor Arterial in the City of Green River and is developed with curb and gutter on both sides, sidewalk on the south side, and some sidewalk on the north. The Second South Street improvements will consist of reconstructing the existing roadway for approximately 4,025 LF from near the underpass to the concrete at Uinta Drive. Curb, gutter, and sidewalk will also be reconstructed on both sides of the roadway. Approximately 1,200 LF of block retaining wall is expected to be required for the work. Additional work will include the installation of approximately 4,000 LF of 12" water main, with associated hydrants and fittings, to replace an aging main in the area. Projected Cost: \$3,160,589.16 (Street Improvements), \$1,522,066.00 (Water Main Improvements); Design: 2014 - 2015; Bidding and Construction: 2016 - 2017.

Street Improvements

Locust Street from Riverview Drive to Stephens Street - Locust Street is classified as a Local Street in the City of Green River, and is developed with curb, gutter and sidewalk. The Locust Street Improvements will consist of reconstructing the existing roadway for approximately 392 LF from Riverview Drive to Stephens Street. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Projected Cost: \$246,842.74; Design: 2013 - 2014; Bidding and Construction: 2015.

Apache Avenue from Trail Drive to Cliff View Drive - Apache Avenue is classified as a Local Street in the City of Green River, and is developed with curb, gutter, and sidewalk. The Apache Avenue Improvements will consist of reconstructing the existing roadway for approximately

522 LF from Trail Drive to Cliff View Drive. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Projected Cost: \$328,623.60; Design: 2013 - 2014; Bidding and Construction: 2015.

Apache Avenue from Indian Hills Drive to Grand View Drive - Apache Avenue is classified as a Local Street in the City of Green River, and is developed with curb, gutter, and sidewalk. The Apache Avenue Improvements will consist of reconstructing the existing roadway for approximately 747 LF from Indian Hills Drive to Grand View Drive. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Projected Cost: \$470,016.06; Design: 2013 - 2014; Bidding and Construction: 2015.

Wind River Drive from Hitching Post Drive to West Teton Boulevard - Wind River Drive is classified as a Local Street in the City of Green River, and is developed with curb, gutter and sidewalk. The Wind River Drive Improvements will consist of reconstructing the existing roadway for approximately 1,360 LF from Hitching Post Drive to West Teton Boulevard. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Projected Cost: \$860,578.30; Design: 2013 - 2014; Bidding and Construction: 2015.

North Fourth East Street from Flaming Gorge Way to East Second North Street - North Fourth East Street is classified as a Major Collector in the City of Green River, and is developed with curb and gutter on both sides, with sidewalk on the west side. The North Fourth East Street Improvements will consist of reconstructing the existing roadway for approximately 380 LF from Flaming Gorge Way to East Second North Street. The surface improvements will include constructing a 38' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Projected Cost: \$253,077.68; Design: 2013 - 2014; Bidding and Construction: 2015.

Street, Water Main, Sewer Main and Storm Drain Improvements

Evans Street from Uinta Drive to Wilkes Drive - Evans Street is classified as a Major Collector in the City of Green River and is developed with curb, gutter, and sidewalk. The Evans Street Improvements will consist of reconstructing the existing roadway for approximately 582 LF from Uinta Drive to Wilkes Drive. The surface improvements will include constructing a 34' wide asphalt paved surface with curbs, gutter, and sidewalks on both sides. Additional work will include the installation of approximately 700 LF of 8" water main, with associated hydrants and fittings, to improve fire protection in the area. Approximately 700 LF of 8" sewer main with associated manholes will also be installed to replace an aging sewer main. Storm drain improvements are expected to consist of approximately 150 LF of 15" storm drain and approximately 650 LF of 24" storm drain, with associated catch basin inlets and manholes. Projected Cost: \$511,972.75 (Street Improvements), \$47,741.75 (Water Main Improvements), \$48,788.75 (Sewer Main Improvements), \$115,428.75 (Storm Drain Improvements); Design: 2016-2017; Bidding and Construction: 2018. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

ROCK SPRINGS

Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Improvements

Summit Drive Extension - Summit Drive will be extended to intersect the new extension of Stagecoach Boulevard. This is to provide a continuous route from Foothill Boulevard to Summit Drive. The extension of Summit Drive will be classified as a major collector; utilizing three lanes for traffic, and will include the construction of approximately 2000 feet of asphalt pavement, sidewalk, curb, gutter, and a bike path. Storm sewer will be designed within each roadway to convey drainage properly.

With the new schools, Sage Elementary and Pilot Butte, the extension of Stagecoach Boulevard and Summit Drive will relieve Reagan Avenue of residential and school traffic. The extensions would provide a secondary access for the adjacent residential subdivisions, emergency vehicles, schools, and create opportunities for future expansion northwest of Rock Springs.

Sweetwater Drive Extension - Sweetwater Drive functions as a major collector corridor, providing access to several different areas in the western area of Rock Springs. The extension of Sweetwater Drive will consist of approximately 1200 feet of widening the existing road, placing sidewalk, curb and gutter. Expanding the width of the asphalt pavement will allow for safer vehicle travel within each lane and will provide the necessary infrastructure to create a pedestrian corridor that is ADA compliant. This corridor is also on the Safe Routes to Schools project list. Furthermore, the addition of curb and gutter will direct drainage along the roadway and prevent unwanted surface drainage into residential housing.

Storm Sewer Replacement

North Belt Route N - The existing storm sewer identified for replacement under this project is located along the North Belt Route. The replacement area begins near Powerhouse Drive and runs west along the North Belt Route to near Rugby Avenue. When modeled under low return frequency events, the storm sewer operates at an under-capacity condition which causes excess storm water to exit the system as overland flow that has the potential to flood the adjacent residential subdivisions.

This project will replace the existing storm sewer system along the North Belt Route as described above and replace it with larger storm sewer pipe and new storm sewer structures to maintain modeled flows within the storm sewer pipe itself

South Center Street to Bitter Creek - The existing storm sewer identified for replacement under this project is located at the intersection of Center Street and Dewar Drive and runs along Dewar Drive to the Bitter Creek. Due to settlement of sections of the existing pipe system and further development from when the system was initially constructed, the storm sewer system can no longer serve the area which it was intended when modeled under low return frequency storm events. Along with decreased capacities, the areas of settled lines have increased the amount of maintenance necessary to keep the storm sewer operable.

This project will replace the storm sewer in the vicinity of the intersection of Center Street and Dewar Drive. Storm sewer main and lateral lines will be upsized for additional capacity and installed at slopes to correct current areas of settled storm sewer.

Channel Street to Elk Street - The existing storm sewer identified for replacement under this project begins at the intersection of Channel Street and 8th Street., runs down Channel Street to North Front Street, turns and runs down Noble Street to Evans Street and finally ends at Elk Street. Due to insufficient pipe slope coupled with smaller than necessary pipe sizes, the system is overtaxed along its entire length when modeled with low return frequency storm events. This overcapacity situation has the potential to flood both residential subdivisions and the commercial district through which the storm sewer runs.

This project will install larger storm sewer pipe and new storm sewer structures along the entire storm sewer alignment which will contain potential storm flow to the storm system pipe, thereby protecting the development areas which the storm sewer serves.

Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Improvements

Stagecoach Boulevard Extension - The extension of Stagecoach Boulevard will consist of approximately one mile of asphalt pavement, sidewalk, curb, gutter, and a bike path. The extension

would be classified as an arterial standard corridor and support five lanes of traffic. A traffic signal will be installed at the intersection of Foothill Boulevard and Stagecoach Boulevard to accommodate the increase in traffic. A sanitary sewer collection line will be incorporated into the extension of Stagecoach Boulevard for future development.

Center Street and South Belt Route - The sanitary sewer replacement will be located adjacent to Center Street, along the South Belt Route, and miscellaneous work throughout Rock Springs. Center Street will consist of replacing the existing deteriorated, undersize line, with a larger main transmission line. The condition of the existing pipe is causing strain and backups within the sewer network located in this area. Replacement would resolve current issues and accommodate future development. The sewer replacement along the South Belt Route will be comprised of the replacement of an existing deteriorated, poorly protected line, which currently runs under the UP Railroad. Upsizing the line with improved pipe material and greater protection will greatly minimize the impacts to the sewer within this area. The miscellaneous work will consist of replacing sections of pipe that are damaged due to age and are currently undersized. The work will also entail all surface improvements that are affected by the sewer line replacements (e.g., road, curb, gutter and sidewalks).

Miscellaneous Locations - The work will entail the replacement of sanitary sewer pipe and manholes in various areas in the City and will include all surface improvements that are affected by the replacements (e.g., road, curb, gutter and sidewalks).

Rock Springs Waste Water Treatment Plant Improvements

The Rock Springs Water Treatment Plant (WWTP) has a hydraulic capacity of approximately 4.2 million gallons per day (MGD) but the solids handling side of the operation has experienced many problems, mainly with a very odorous sludge end product. The Improvements will get the facility to 4.2 (MGD) capacity on the solids handling side of the operation to complement the hydraulic capacity and will include: (i) addressing the disk and gearbox problems with the aeration system on oxidation ditch U1, (ii) adding a recycle pump to improve the treatment capability; (iii) converting an old clarifier to an aerated sludge holding tank, (iv) adding two more blowers to the digester complex, (v) installing mixing pumps in the digester complex, (vi) improving and upgrading the SCADA system used for plant automation and control, and (vii) rebuilding the three acre solids drying pad.

Gateway Pump Station Improvements

The Gateway Pump Station was constructed in the early 1970's and needs to be replaced to keep up with current demands. Furthermore, the existing pump station and College Pump Station do not have a backup power supply. If these pump stations are without power, the Hospital, College, many residential areas and businesses would be out of water or at a reduced pressure that does not meet their needs. Finally, the expansions of the Hospital and College warrant the need for a more efficient and secure water supply.

The Foothill Pump Station and Windriver pressure zone have been impacted immensely by housing and commercial developments. To assist and guarantee delivery of water to this area, improvements to the pump station are necessary.

This project will replace the existing Gateway Pump Station and install a backup power supply to the new facility. The project will increase the size of the pump station so it can provide the necessary flows to the existing, new and expanding developments. In addition, backup generation and a new discharge line will be installed to provide a more dependable supply to this area.

Miscellaneous Water Line and Road Improvements

Water Line Relocation and Replacement, Fire Hydrants and Road Repairs on Bellview Street - The existing Bellview waterline is a cast iron line that was installed in 1968. This line is degraded to the point that replacement is necessary. In addition, the existing line is not fully cased under Elk Street and a portion of the line is located under a private garage structure. These conditions pose a large public health and safety risk.

This project will replace the existing Bellview line with a new PVC line along a new alignment. A new casing will also be installed under Elk Street. This project will provide a safe and dependable service to the Bellview area. Better water quality and fire protection will also be obtained.

30 inch waterline from the West Kanda location to the Water Treatment Plant in Green River - Currently there is only one supply line to the City of Rock Springs from the Water Treatment Plant located in Green River, Wyoming. If a problem arises with that supply line, the storage capacity in the water system of Rock Springs is not sufficient to supply water for more than 12 hrs. This is extremely critical during peak flow months.

This project will install a 30 inch line from the existing 20 inch line connection at West Kanda to the Water Treatment Plant. With this secondary connection, water can be supplied to the City of Rock Springs during an outage of the existing 30 inch transmission line.

SUPERIOR

Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Improvements

Horse Thief Lane

Berta Street

Manning Court

Storm Sewer, Inlets, Curb & Gutter and Paving Improvements

Fourth Street

C Street

Curb & Gutter, Paving and Sidewalk Improvements

Cliff Overv Street

Storm Sewer Improvements

Easement South of C Street

Right-of-Way South of Manning Court

WAMSUTTER

Water Main, Street Replacement, Curb and Gutter and Sidewalk Improvements

Bucho Avenue (from Tierney to Swanson Street)

Bonney Avenue (from Tierney to Swanson Street)

Bugas Avenue (from Tierney to Swanson Street)

Tierney Street (from Bucho Avenue to McCormick)

Sewer Main Improvements

South Side Industrial Park

Water Main Improvements

Railroad Water Main (along the railroad sewer line)

Water Meter Parts

Located throughout the Town of Wamsutter in existing meter pits or vaults

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EXHIBIT I
to
LEASE AND AGREEMENT

Rental Payment Schedule
SWEETWATER COUNTY, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

CASTLE ROCK SPECIAL HOSPITAL DISTRICT

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

EXHIBIT I
to
LEASE AND AGREEMENT

Rental Payment Schedule

TOWN OF GRANGER, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

CITY OF GREEN RIVER, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

**EXHIBIT I
to
LEASE AND AGREEMENT**

Rental Payment Schedule

CITY OF ROCK SPRINGS, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

TOWN OF SUPERIOR, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

EXHIBIT I
to
LEASE AND AGREEMENT

Rental Payment Schedule

TOWN OF WAMSUTTER, WYOMING

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
12/10/2013			
06/10/2014			
12/10/2014			
06/10/2015			
12/10/2015			
06/10/2016			
12/10/2016			
06/10/2017			
12/10/2017			
06/10/2018			
12/10/2018			

**EXHIBIT J
to
LEASE AND AGREEMENT**

Optional Purchase Price Schedules

SWEETWATER COUNTY, WYOMING IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

CASTLE ROCK SPECIAL HOSPITAL DISTRICT IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

GRANGER IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

**EXHIBIT J
to
LEASE AND AGREEMENT**

GREEN RIVER IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

ROCK SPRINGS IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

SUPERIOR IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

WAMSUTTER IMPROVEMENTS

Payment Dates Optional Purchase Price*

*Total Payment Due if Option is exercised

**EXHIBIT K
to
LEASE AND AGREEMENT**

Form of Requisition

REQUISITION NO. _____

Wells Fargo Bank, National Association
Corporate, Municipal & Escrow Solutions
1740 Broadway, 10th Floor
MAC C7300-107
Denver, CO 80274

Attention: _____

Re: Direction to Make Disbursements from Construction Fund on Behalf of
_____ (Sweetwater County 2013
Specific Purpose Tax Joint Powers Board, Lease Revenue Bonds, Series
2013)

As Trustee under that certain Indenture of Trust dated as of July 30, 2013 (the "Indenture"), between the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board") and you, you are hereby directed to pay the following from the Construction Fund created in Section 3.02 of the Indenture and in accordance with the provisions of Section 7.2 of that certain Lease and Agreement dated as of July 30, 2013 (the "Lease"), between the Board, as lessor, and Sweetwater County, Wyoming; Castle Rock Special Hospital District; the Town of Granger, Wyoming; the City of Green River, Wyoming; the City of Rock Springs, Wyoming; the Town of Superior, Wyoming and the Town of Wamsutter, Wyoming, collectively as Lessee, to the entity described below, for the Improvements and subject to the terms and conditions hereinafter described:

Person/Firm/Corporation: _____

Address: _____

Payment: _____ To be Made to Person/Firm/Corporation Above
or
_____ To be Reimbursed to the Municipality:

Amount: \$ _____

Description of Items/Improvements: _____

Attached Supporting Documents: _____

The undersigned Board Representative and Lessee Representative do hereby certify, in compliance with Section 7.2 of the Lease, (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 Construction Fund; (ii) that the item(s) for which payment or reimbursement is sought is or was reasonable and necessary in connection with the acquisition and

construction of the respective Improvements described herein, and in all cases is a proper charge against the Construction Fund; (iii) that upon payment or reimbursement of the amount requested in such Requisition, the amount remaining in the Construction Fund allocated toward that specific Improvement(s), together with other legally available moneys of the Lessee, if any, will be sufficient to pay the portion of the Costs of Construction relating to the acquisition and construction of said Improvements then unpaid; (iv) that all previously disbursed amounts from the Construction Fund have been spent, or used for reimbursement of amounts spent, in accordance with the related Requisition thereto; and (v) that no Event of Default under the Lease has occurred or is continuing or will occur as a result of the payment on this Requisition.

Dated this _____ day of _____, 20____.

**SWEETWATER COUNTY 2013 SPECIFIC
PURPOSE TAX JOINT POWERS BOARD**

By: _____
Board Representative

**SWEETWATER COUNTY, WYOMING
AND
CASTLE ROCK SPECIAL HOSPITAL DISTRICT
AND
TOWN OF GRANGER, WYOMING
AND
CITY OF GREEN RIVER, WYOMING
AND
CITY OF ROCK SPRINGS, WYOMING
AND
TOWN OF SUPERIOR, WYOMING
AND
TOWN OF WAMSUTTER, WYOMING**

By: _____
Lessee Representative

SWEETWATER COUNTY, WYOMING
(with respect to the Sweetwater County Roadway Sites only)
and
CASTLE ROCK SPECIAL HOSPITAL DISTRICT
(with respect to the Castle Rock Renovation Sites only)
and
TOWN OF GRANGER, WYOMING
(with respect to the Street Lighting Sites; Water and Sewer Line Site;
Firehouse Addition Site; and Waterline and Pump Station Site only)
and
CITY OF GREEN RIVER, WYOMING
(with respect to the Green River Street and Storm Drain Sites; Street and Water Main
Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site only)
and
CITY OF ROCK SPRINGS, WYOMING
(with respect to the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk
Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and
Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and
Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites only)
and
TOWN OF SUPERIOR, WYOMING
(With Respect to the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk
Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and
Sidewalk Site; and Storm Sewer Sites only)
and
TOWN OF WAMSUTTER, WYOMING
(with respect to the Wamsutter Water Main, Street Replacement, Curb and Gutter and
Sidewalk Sites; Sewer Main Sites; and Water Meter Parts Sites only)
as Landlord

and
SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD
as Tenant
A Joint Powers Board, duly organized and existing as a
body corporate and politic under the laws of the State of Wyoming

SITE LEASE AGREEMENT
Dated as of July 30, 2013

The interest of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board
in this Site Lease Agreement has been assigned to
Wells Fargo Bank, National Association with offices in Denver, Colorado,
as Trustee under the Indenture of Trust, dated as of July 10, 2013, from the
Sweetwater County 2013 Specific Purpose Tax Joint Powers Board
to Wells Fargo Bank, National Association, as Trustee,
and is subject to the security interest of
Wells Fargo Bank, National Association,
as Trustee.

This Document contains after-acquired property provisions.

SITE LEASE AGREEMENT

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SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (the "Site Lease"), dated as of July 30, 2013, entered into by and among **SWEETWATER COUNTY, WYOMING** ("Sweetwater County") (with respect to the Sweetwater County Roadway Sites only, as hereinafter defined); **CASTLE ROCK SPECIAL HOSPITAL DISTRICT** ("Castle Rock") (with respect to the Castle Rock Renovation Sites only, as hereinafter defined); **TOWN OF GRANGER, WYOMING** ("Granger") (with respect to the Granger Street Lighting Sites; Water and Sewer Line Site; Firehouse Site; and Waterline and Pump Station Site only, as hereinafter defined); **CITY OF GREEN RIVER, WYOMING** ("Green River") (with respect to the Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site only, as hereinafter defined); **CITY OF ROCK SPRINGS, WYOMING** ("Rock Springs") (with respect to the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites only, as hereinafter defined); **TOWN OF SUPERIOR, WYOMING** ("Superior") (with respect to the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites only, as hereinafter defined); and **TOWN OF WAMSUTTER, WYOMING** ("Wamsutter") (with respect to the Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; Water Main Site; and Water Meter Parts Sites only, as hereinafter defined) (Sweetwater County, Castle Rock, Granger, Green River, Rock Springs, Superior and Wamsutter, bodies corporate duly organized and existing under the constitution and laws of the State of Wyoming (the "State"), and where appropriate, being sometimes individually referred to as "Participating Agency" and collectively referred to as the "Participating Agencies" or "Landlord", and the Sweetwater County Roadway Sites; the Granger Street Lighting Sites; Water and Sewer Line Site; Firehouse Site; and Waterline and Pump Station Site; the Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site; the Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites; the Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites; and the Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; Water Main Site; and Water Meter Parts Sites being collectively referred to as the "Sites"), and the **SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD** (the "Tenant" or "Board"), a joint powers board duly organized and existing as a body corporate and politic under the laws of the State, as lessee hereunder;

WITNESSETH:

WHEREAS, the Participating Agencies are bodies corporate duly organized and existing under the laws of the State, authorized to own property and establish systems for the provision of road, water, sewer, street, storm drainage, firehouse and health care facilities improvements; and

WHEREAS, each Participating Agency either owns, has a leasehold interest or right-of-way interest in or, in connection with certain Improvements (as hereinafter defined), will acquire an ownership, leasehold or right-of-way interest in its respective Sites; and

WHEREAS, the Landlord desires to lease the Sites to the Tenant and the Tenant desires to lease the Sites from the Landlord, under the terms and conditions set forth herein; and

WHEREAS, pursuant to that certain Lease Purchase Agreement, dated as of July 30, 2013 (the "Lease"), the Board has subleased the Sites back to the Participating Agencies and has provided for certain improvements (as defined and described in the Lease and referred to herein as the "Improvements") to be acquired with respect to and constructed on the Sites (the Sites and the Improvements being hereinafter collectively referred to as the "Leased Property"); and

WHEREAS, pursuant to that certain Indenture of Trust of even date herewith (the "Indenture"), by and between the Tenant, as grantor, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Tenant will assign all of its right and interest in, to, and under this Site Lease and the Lease to the Trustee; and

WHEREAS, there will be issued and authenticated pursuant to the Indenture, lease revenue bonds (the "Bonds"), the principal of, premium, if any, and interest on which shall be paid from certain revenues and other available moneys under the Indenture; and

WHEREAS, the proceeds from the sale of the Bonds to the owners thereof (the "Owners"), will be disbursed by the Trustee, at the direction of and as trustee for the Landlord and the Board, for the acquisition and construction of the Improvements, and for the other purposes set forth in the Lease; and

WHEREAS, the Landlord has determined and hereby determines that the leasing of the Sites to the Tenant in the manner and for the purposes provided herein is in the best interests of the Landlord and its inhabitants; and

WHEREAS, the acquisition and construction of the Improvements and the execution, performance, and delivery of this Site Lease and the Lease, have been authorized, approved and directed by all necessary and appropriate actions of the Participating Agencies, acting as the Landlord; and

WHEREAS, the execution and performance of this Site Lease and the Lease have been authorized, approved and directed by all necessary and appropriate actions of the Board, acting as the Tenant and its officers;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, the terms used herein shall have the meanings ascribed thereto by the preambles hereto and the Lease and the Indenture. In addition, unless the context requires otherwise, the following terms shall have the meanings specified below.

"Landlord" collectively means the Participating Agencies.

"Participating Agencies" means Sweetwater County, Wyoming; Castle Rock Special Hospital District; the Towns of Granger, Wyoming; Superior, Wyoming; and Wamsutter, Wyoming; the Cities of Green River, Wyoming and Rock Springs, Wyoming, bodies corporate and politic in Sweetwater County, Wyoming.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of ARTICLE VIII and ARTICLE IX of that certain Lease and Agreement, dated as of July 30, 2013,

between the Landlord and the Tenant (the "Lease"); (ii) this Site Lease, the Lease, and that certain Indenture of Trust, dated as of July 30, 2013, between the Board and Wells Fargo Bank, National Association, as trustee; (iii) utility, access, and other easements, and rights-of-way, restrictions, and exceptions which the Lessee Representatives (as defined in the Lease) certify will not interfere with or impair the Leased Property (as defined in the Lease), including rights or privileges in the nature of easements as provided in Section 11.4 of the Lease; (iv) any financing statements filed to perfect security interests pursuant to the Lease, the Site Lease or the Indenture; and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not, in the opinion of Independent Counsel (as defined in the Lease), materially impair title to the Leased Property.

"Rent" has the following meanings at the following times:

(a) During the Lease Term, "Rent" shall mean the sum of ONE DOLLAR (\$1.00) per annum, payable to the Landlord by the Tenant or the Trustee, for and in consideration of the interest in the Sites conveyed to the Tenant hereunder;

(b) Subsequent to termination of the Lease Term, and in the event the term of this Site Lease has not terminated pursuant to Article IV hereof and the Trustee assigns the Tenant's and the Trustee's right, title, and interest hereunder or subleases the Sites pursuant to Article VII of the Indenture, "Rent" shall mean _____ (\$ _____) per annum, or such lesser amount per annum as may be agreed to between the Trustee and the assignee or sublessee, payable to the Trustee by such assignee or sublessee, for and in consideration of the interest in the Sites conveyed hereunder.

"Site Lease Default" means one or more of the events described in Section 10.1 of this Site Lease.

"Tenant" means the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, a joint powers board and its successors and assigns.

* * * * *

ARTICLE II

REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1. Representations, Covenants, and Warranties of the Landlord. The Landlord represents, covenants, and warrants as follows:

(a) Landlord consists of seven (7) Participating Agencies which are public bodies politic and corporate duly organized and existing within the State under the constitution and laws of the State. Each Participating Agency owns, has a leasehold interest or right-of-way interest in or, in connection with certain Improvements (as set forth in EXHIBIT H to the Indenture), will acquire an ownership, leasehold or right-of-way interest in its respective Sites and is authorized by law to enter into the transactions contemplated by this Site Lease, and to carry out its obligations hereunder. Landlord has authorized and approved the execution and delivery of this Site Lease and other documents related to this transaction;

(b) The leasing of the Sites to the Tenant under the terms and conditions provided for in this Site Lease is necessary, convenient, and in furtherance of the Landlord's governmental purposes, and is in the best interests of the citizens and inhabitants of the Landlord;

(c) To the knowledge of the Landlord, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound, or constitutes a default under any of the foregoing; and

(d) To the knowledge of the Landlord, there is no litigation or proceeding pending or threatened against the Landlord or any other person affecting the right of the Landlord to execute this Site Lease or the ability of the Landlord to comply with its obligations contained hereunder.

Section 2.2. Representations, Covenants, and Warranties of the Tenant. The Tenant represents, covenants, and warrants as follows:

(a) The Tenant is a joint powers board, duly organized and existing as a body corporate and politic under the laws of the State, has all necessary power to enter into this Site Lease, is possessed of full power to lease and sublease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Site Lease;

(b) The Tenant will not pledge, assign, sublease, mortgage or encumber any of its rights under this Site Lease except pursuant to the Indenture;

(c) To the knowledge of the Tenant, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing; and

(d) To the knowledge of the Tenant, there is no litigation or proceeding pending or threatened against the Tenant or any other person affecting the right of the Tenant to execute this Site Lease or the ability of the Tenant to comply with its obligations hereunder.

* * * * *

ARTICLE III

DEMISING CLAUSE

The Landlord demises and leases the Sites to the Tenant, and the Tenant leases the Sites from the Landlord, in accordance with the provisions of this Site Lease, subject only to Permitted Encumbrances, to have and to hold for the term of this Site Lease as provided herein.

The Landlord and the Tenant acknowledge that the Landlord will be leasing the Improvements and subleasing the Sites from the Tenant pursuant to the Lease; and the Landlord and the Tenant intend that there be no merger of the Landlord's interest as lessee and sublessee under the Lease and the Landlord's interest in the Sites so as to cause the cancellation of this Site Lease.

* * * * *

ARTICLE IV

TERM OF SITE LEASE

Section 4.1. Commencement of Term of Site Lease. The Term of this Site Lease shall commence as of July 30, 2013, and shall terminate as provided in Section 4.2 of this Site Lease.

Section 4.2. Termination of Term of Site Lease. The term of this Site Lease shall terminate upon the earliest of any of the following events:

- (a) termination of the Lease Term pursuant to Section 4.2 of the Lease;
- (b) discharge of the Indenture as provided in Article VI of this Site Lease; or
- (c) June 30, 2026.

The rights acquired by the Landlord upon termination of the term of this Site Lease pursuant to (b) above shall be subject to any assignment of the Tenant's and the Trustee's right and interest hereunder or any sublease executed pursuant to Article VII of the Indenture, which assignment or sublease may be for a period up to and including June 30, 2026.

Termination of the Term of this Site Lease shall terminate all unaccrued obligations of the Tenant and shall terminate the Tenant's rights of possession under this Site Lease.

At the end of the term of this Site Lease, all right and interest of the Tenant, the Trustee, or any successor thereof, in and to the Sites shall be vested in the Landlord; and upon the request of the Landlord, the Tenant, the Trustee, and any successor thereof shall execute and deliver any instrument of transfer, conveyance, or release necessary or appropriate to confirm the vesting of such right and interest in the Landlord as provided herein.

Section 4.3. Acquisition, Construction and Disposition of Improvements. During the Lease Term, the construction and disposition of the Improvements to the Sites shall be governed by the provisions of the Lease. At any time during the term of this Site Lease, but after termination of the Lease Term, the Tenant, the Trustee, or any assignee or sublessee thereof shall have the privilege of constructing any buildings, structures, facilities, or other improvements on or to the Sites, and remodeling, altering, expanding, or otherwise improving any existing buildings, structures, facilities, or other improvements to the Sites to which such party has an ownership, leasehold or right-of-way interest, and demolishing, razing, tearing down, or otherwise removing any such buildings, structures, facilities, or other improvements, so long as such actions do not damage permanently or reduce the value of the Sites. At the end of the term of this Site Lease, all right and interest of the Tenant, the Trustee, or any assignee or sublessee thereof in and to the Improvements and any other property which has been acquired or become permanently affixed to the Sites shall be vested in the respective Participating Agencies; and at the request of the Landlord, the Tenant, the Trustee, or any assignee or sublessee shall execute and deliver to the appropriate parties any instrument of transfer, conveyance, or release necessary or appropriate to confirm the vesting of such right, title, and interest.

* * * * *

ARTICLE V

ENJOYMENT OF THE SITES

Section 5.1. Quiet Enjoyment. The Landlord hereby covenants that the Tenant shall during the term of this Site Lease peaceably and quietly have and hold and enjoy the Sites without suit, trouble, or hindrance from the Landlord, except as expressly required or permitted by this Site Lease, the Lease or the Indenture. The Landlord shall not interfere with the quiet use and enjoyment of the Sites by the Tenant during the term of this Site Lease. The Landlord shall, at the request of the Tenant, join and cooperate fully in any legal action in which the Tenant or the Trustee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Sites. In addition, the Tenant or the Trustee may join in any legal action affecting its possession and enjoyment of the Sites and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article V shall be subject to (i) the terms of the Lease and the Indenture, including without limitation the rights of the Landlord under Article V of the Lease; (ii) the Trustee's right to inspect the Leased Property as provided in Section 11.04 of the Indenture, and (iii) the Board's right to complete the acquisition and construction of the Improvements under certain circumstances as provided in Section 7.1 of the Lease.

Section 5.2. Access to Public Rights-of-Way. The Participating Agencies grant to the Tenant the right of all necessary ingress, egress, and regress with respect to the Sites for access purposes during the term of this Site Lease. In the event the Lease Term has ended but the term of this Site Lease has not, the Participating Agencies shall provide the Tenant, the Trustee, or any assignee or sublessee thereof with such reasonable rights-of-way over adjoining property owned by the Participating Agencies, if any, for the purpose of providing ingress, egress, and regress with respect to the Sites from and to public rights-of-way, as may be reasonably necessary to enable the same to use the Sites for any lawful purpose.

* * * * *

ARTICLE VI

PAYMENT OF RENT

The Tenant, or any assignee or sublessee thereof, shall pay Rent to the Landlord, on July 30, 2013, and thereafter on each July 1, beginning July 1, 2014, during the term of this Site Lease.

* * * * *

ARTICLE VII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 7.1. Maintenance of the Sites. During the Lease Term the maintenance of the Sites shall be governed by Article IX of the Lease. At any time during the term of this Site Lease, but after termination of the Lease Term, the Trustee (to the extent provided in Section 7.6 of this Site Lease) or the assignee or sublessee thereof shall pay all costs and take all action necessary or proper to maintain the Sites in good condition.

Section 7.2. Taxes, Assessments, and Utility Charges. During the Lease Term the payment of taxes, assessments, and utility charges imposed on or charged to the Sites shall be governed by Article IX of the Lease. At any time during the term of this Site Lease, but after termination of the Lease Term, the Trustee (to the extent provided in Section 7.6 of this Site Lease) or the assignee or sublessee thereof shall promptly pay or cause to be paid when due all taxes, assessments, and utility charges that may be imposed on or charged to the Sites.

Section 7.3. Insurance. During the Lease Term, the maintenance of insurance in connection with the Sites shall be governed by Article IX of the Lease. At any time during the term of this Site Lease, but after termination of the Lease Term, the Trustee (to the extent provided in Section 7.6 of this Site Lease) or the assignee or sublessee thereof shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken in connection with the use of the Sites, in an amount not less than \$500,000. Any such insurance policy shall (i) be so written or endorsed as to make losses, if any, payable to the respective Participating Agency, the Tenant, the Trustee, and any assignee or sublessee thereof, as their respective interests may appear, and shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of any insured party without first giving written notice thereof to such party or parties at least 10 days in advance of such cancellation or modification.

Section 7.4. Advances by Landlord. In the event that the Trustee or the assignee or sublessee thereof shall fail to make any payments or perform any acts required by Sections 7.1, 7.2 or 7.3 of this Site Lease, the Participating Agencies may, at their option, make such payments or perform such acts, and any payments so made or costs or expenses so incurred by the Participating Agencies, together with interest thereon at the rate of 18% per annum, shall be reimbursed to the Participating Agencies by the Trustee (to the extent provided in Section 7.6 of this Site Lease) or any assignee or sublessee thereof; provided, however, that the Participating Agencies shall not be required or obligated to make any such payments or perform any such acts.

Section 7.5. Compliance With Requirements. At any time during the term of this Site Lease, but after termination of the Lease Term, the Trustee (to the extent provided in Section 7.6 of this Site Lease) or any assignee or sublessee thereof (i) shall use the Sites only in a careful, safe, and proper manner, (ii) shall comply with all applicable zoning and other land use requirements, (iii) shall not use or permit the use of the Sites in any manner or for any purpose prohibited by any applicable laws, civil or criminal, (iv) shall commit no waste nor suffer the maintenance of any nuisance thereon, (v) shall comply with all orders of all courts, tribunals, or other governmental authorities having jurisdiction in the matter, and (vi) shall comply with all requirements of any issuer of any insurance policy required hereunder.

Section 7.6. Limitation of Trustee's and Tenant's Obligations. The obligation of the Trustee to make payments under this Article VII shall be limited to (i) any proceeds of any assignment or sublease executed pursuant to Article VII of the Indenture, and (ii) other moneys legally available therefor under the Indenture. Nothing in this Article VII shall create any obligation of the Tenant to make any payments.

* * * * *

ARTICLE VIII

FURTHER ASSURANCES; OTHER COVENANTS

Section 8.1. Further Assurances and Corrective Instruments. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Sites hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 8.2. Landlord and Tenant Representatives. Whenever under the provisions hereof the approval of the Landlord or the Tenant is required, or the Landlord or the Tenant is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Tenant by the Trustee and for the Landlord by its Lessee Representatives (as defined in the Indenture), and the Landlord and the Tenant shall be authorized to act on any such approval or request.

Section 8.3. Partial Release and Substitution of Sites. So long as no Event of Default, Event of Nonappropriation, or event described in Section 10.3(b) of the Lease shall have occurred and be continuing, the Tenant and the Trustee shall release their interests in any portion of the Sites, and shall execute all documents necessary or appropriate to release such interests in such portion of the Sites to the Landlord, free of all restrictions and encumbrances imposed or created by this Site Lease, the Lease, or the Indenture, upon receipt by the Trustee of the following: (a) a written request of the respective Lessee Representative for such release, describing the portion of the Sites to be released; (b) a certificate of the respective Lessee Representative certifying (i) that the useful life of the substituted property meets or exceeds the remaining term of the Bonds; (ii) that the essentiality of the substituted property is comparable to that of the existing property; (iii) the disposition to be made of the portion of the Sites to be released and the consideration, if any, to be received therefor; (iv) that the disposition of the portion of the Sites to be released and the substitution therefor of the real property and facilities, if any, to be substituted for the portion of the Sites to be released will not materially adversely affect the ability of the Landlord to operate the Leased Property or to fulfill its obligations under the Lease; (v) that the real property and facilities, if any, to be substituted for the portion of the Sites to be released is necessary or useful to the operation of the Leased Property; (vi) that there are no prior liens on the substituted property; and (vii) that the fair market value of the real property and facilities, if any, to be substituted for the portion of the Sites to be released, together with cash to be paid by the Landlord to the Trustee, if any, is at least equal to the fair market value of the portion of the Sites to be released; (c) appraisals of the fair market value of the portion of the Sites to be released and the real property and facilities, if any, to be substituted for the portion of the Sites to be released, respectively, by a member of the American Institute of Real Estate Appraisers (MAI) satisfactory to the Trustee, and stating that the value of the substituted property is at least equal to that released; and (d) supplements and amendments to this Site Lease, the Lease, the Indenture, and any other documents necessary to subject the real property and facilities, if any, to be substituted for the portion of the Sites to be released to this Site Lease, the Lease, and the Indenture. The Landlord agrees that any cash paid to the Trustee pursuant to the provisions of this Section 8.3 shall be deposited into the Debt Service Fund.

Section 8.4. Landlord Acknowledgment of the Bonds. The Landlord acknowledges and consents to the assignment by the Tenant to the Trustee, pursuant to the Indenture, of all rights and interest of the Tenant in, to, and under this Site Lease and the Lease; and to the delegation by the Tenant to the Trustee, pursuant to the Indenture, of all duties of the Tenant under this Site Lease and the Lease. The Landlord acknowledges and consents to the issuance, sale and delivery of the Bonds pursuant to the Indenture. The Landlord acknowledges and approves the form of the Bonds contained in the Indenture, and the authentication of the Bonds by the Trustee is, hereby approved, authorized, and directed.

* * * * *

ARTICLE IX

ASSIGNMENTS; LIMITATIONS ON ENCUMBRANCES

Section 9.1. Assignments and Subleases. The Landlord and the Tenant agree that pursuant to the Indenture the rights of the Tenant in this Site Lease constitute security for payment of the Bonds, and that pursuant to Article VII of the Indenture, such rights may be further assigned and the Tenant may sublet the Sites to others. Accordingly, the Sites may be subleased, and the rights of the Tenant hereunder may be freely assigned, all as may be determined by the Tenant pursuant to the terms of the Indenture; provided, however, that the term of any assignment of the Tenant's right and interest hereunder or any sublease executed pursuant to Article VII of the Indenture shall not extend beyond June 30, 2026.

Section 9.2. No Encumbrances, Mortgage, or Pledge. Neither the Landlord nor the Tenant shall directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Sites, except Permitted Encumbrances.

Section 9.3. Damage, Destruction, and Condemnation. The provisions of Article X of the Lease shall govern with respect to any damage, destruction, or condemnation of the Sites during the Lease Term. If, at any time during the term of this Site Lease, but after termination of the Lease Term, (i) the Sites or any portion thereof shall be destroyed in whole or in part, or damaged by fire or other casualty; or (ii) title to or the temporary or permanent use of the Sites or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Sites shall be lost by reason of a defect in title thereto; then the Landlord and the Tenant or any assignee or sublessee thereof shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, or restoration of the Sites. Any Net Proceeds remaining after such work has been completed shall be deposited in the Extraordinary Revenue Fund with the Trustee and applied as provided in the Indenture. If the Net Proceeds are insufficient to pay the full cost of such replacement, repair, and restoration, the Trustee or any assignee or sublessee thereof shall be obligated to pay any cost in excess of the Net Proceeds; provided, however, that the Trustee shall be obligated to pay such excess costs only to the extent of (i) any moneys derived from, any assignment or sublease executed pursuant to Article VII of the Indenture, and (ii) other moneys legally available therefor under the Indenture.

* * * * *

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1. Site Lease Default Defined. Any one or more of the following shall be a Site Lease Default under this Site Lease:

(a) failure by the Tenant, the Trustee or any assignee or sublessee thereof, to pay any rent at the time specified herein for a period of 10 days after written notice specifying such failure and requesting that it be remedied, shall be given by the Landlord or the Trustee; or

(b) failure by the Tenant, the Trustee, or any assignee or sublessee thereof to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than as referred to in (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall be given by the Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Landlord shall not withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected; and provided, further, that if by reason of Force Majeure, the Tenant, the Trustee, or any assignee or sublessee thereof shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligation to pay Rent, the Tenant, the Trustee, or any assignee or sublessee thereof shall not be deemed in default during the continuance of such inability. However, the Tenant, the Trustee, or any assignee or sublessee thereto agrees to remedy, as promptly as legally and reasonably possible, the cause or causes preventing it from carrying out its agreement.

Section 10.2. Remedies on Default. Whenever any Site Lease Default shall have happened and be continuing, the Landlord shall have the right, at its option and without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Site Lease; provided, however, that prior to the discharge of the Indenture as provided in Article VI thereof, the Landlord shall not have the right to terminate this Site Lease by reason of any Site Lease Default.

Section 10.3 No Remedy Exclusive. Subject to Section 10.2 of this Site Lease, no remedy herein conferred upon or reserved to the Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy, given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Landlord to exercise any remedy reserved hereby, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.4. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions of this Site Lease and the non-defaulting party shall employ attorneys or incur other expenses for the enforcement, performance, or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other reasonable expenses so incurred by the non-defaulting party.

Section 10.5. Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Landlord and the Tenant agree, to the extent permitted by law, that in the case of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(b) of the Lease, neither the Landlord nor the Tenant nor any one claiming through or under either of them shall or will set up, claim, or seek to take advantage of any appraisalment, valuation, stay, extension, or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Indenture; and the Landlord and the Tenant, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws.

* * * * *

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

Landlord:

Sweetwater County, Wyoming
80 West Flaming Gorge
P.O. Box 730
Green River, Wyoming 82935
Attention: County Clerk

Castle Rock Special Hospital District
1400 Uinta Drive
Green River, WY 82935
Attention: Chief Financial Officer

Town of Granger
76 Spruce Street
P.O. Box 42
Granger, WY 82934
Attention: Town Clerk/Treasurer

City of Green River
50 East 2nd North
Green River, WY 82935
Attention: City Clerk/Treasurer

City of Rock Springs
212 D. Street
Rock Springs, WY 82901
Attention: City Clerk/Treasurer

Town of Superior
3 North Main
P.O. Box 40
Superior, WY 82945
Attention: Town Clerk/Treasurer

Town of Wamsutter
231 McCormick
P.O. Box 6
Wamsutter, WY 82336
Attention: Town Clerk/Treasurer

Tenant:

Sweetwater County 2013 Specific Purpose Tax
Joint Powers Board
80 West Flaming Gorge
Green River, Wyoming 82935.
Attention: Chairman

The Landlord and the Tenant may, by written notice, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 11.2. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Landlord, the Tenant, the Trustee and their respective successors and assigns. In the event the Trustee subleases the Sites or assigns the Tenant's rights hereunder, the Trustee shall require such assignee or sublessee to consent in writing to and assume and agree to comply with all terms of this Site Lease.

Section 11.3. Amendments, Changes and Modifications. Except as otherwise provided in this Site Lease or the Indenture, subsequent to the delivery of the Bonds to the Underwriter (as defined in the Indenture) and prior to the discharge of the Indenture, this Site Lease may not be effectively amended, changed, modified, or altered without the written consent of the Trustee as provided in the Indenture. Any such amendment, change, modification, or alteration shall be in writing and executed in the same manner as this Site Lease is executed.

Section 11.4. Obligations of Landlord. No provision of this Site Lease shall be interpreted or construed as a general obligation debt or indebtedness of the Landlord or the Tenant within the meaning of any constitutional or statutory debt limitation.

Section 11.5. Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Site Lease, shall be a legal holiday or a day on which banking institutions in the city in which the designated office of the Trustee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day 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 Site Lease.

Section 11.6. Severability. In the event that any provision of this Site Lease, other than the requirement to pay Rent and the requirement of the Landlord to provide quiet enjoyment of the Sites, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, the intention being that the various provisions of this Site Lease shall be severable.

Section 11.7. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Site Lease.

Section 11.9. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

* * * * *

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Site Lease to be executed in their respective names and to be attested by their duly authorized officials, all as of the date first above written.

**SWEETWATER COUNTY, WYOMING
(with respect to the Roadway Sites only)**

Chairman, Board of County Commissioners

ATTEST:

County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Wally Johnson, as Chairman of the Board of County Commissioners of Sweetwater County, Wyoming, and by Dale Davis, as County Clerk.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Castle Rock)

**CASTLE ROCK SPECIAL HOSPITAL DISTRICT
(with respect to the Castle Rock Renovation Sites
only)**

Chairman, Board of Trustees

ATTEST:

Secretary, Board of Trustees

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Sandee Gunter, as Chairman, and by Lisa Robison, as Secretary of the Board of Trustees of Castle Rock Special Hospital District.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Granger)

**TOWN OF GRANGER, WYOMING
(with respect to the Granger Street
Lighting Sites, Water and Sewer Line Site;
Firehouse Addition Site; and Waterline
and Pump Station Site only)**

Mayor

ATTEST:

Town Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Lenore Siedentop Perry, as Mayor, and by Vivian Shedden, as Clerk/Treasurer of the Town of Granger, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Green River)

**CITY OF GREEN RIVER, WYOMING
(with respect to the Green River Street and
Storm Drain Sites; Street and Water Main
Sites; Street Sites; and Street, Water Main,
Sewer Main and Storm Drain Site only)**

Mayor

ATTEST:

City Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Hank Castillon, as Mayor, and by Jeffrey V. Nieters, as Clerk/Treasurer of the City of Green River, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Rock Springs)

**CITY OF ROCK SPRINGS, WYOMING
(with respect to the Rock Springs Storm
Sewer, Road Repair, Curb, Gutter and
Sidewalk Sites; Storm Sewer Replacement
Sites; Sanitary Sewer, Road Repair, Curb,
Gutter and Sidewalk Sites; Waste Water
Treatment Plant Site; Gateway Pump
Station Site; and Miscellaneous Sanitary
Sewer, Water Line and Road Repairs Sites
only)**

Mayor

ATTEST:

City Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Carl Demshar, as Mayor, and by Lisa M. Tarufelli, as Clerk/Treasurer of the City of Rock Springs, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Superior)

**TOWN OF SUPERIOR, WYOMING
(with respect to the Superior Storm Sewer,
Inlets, Curb & Gutter, Paving and
Sidewalk Sites; Storm Sewer, Inlets, Curb
& Gutter and Paving Sites; Curb & Gutter,
Paving and Sidewalk Site; and Storm
Sewer Sites only)**

Mayor

ATTEST:

Town Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Sarah Page, as Mayor, and by Michaelene Maes-Ekker, as Clerk/Treasurer of the Town of Superior, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Wamsutter)

**TOWN OF WAMSUTTER, WYOMING
(with respect to the Water Main, Street
Replacement, Curb and Gutter and
Sidewalk Sites; Sewer Main Sites; Water
Main Site; and Water Meter Parts Sites
only)**

Mayor

ATTEST:

Town Clerk/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of July, 2013, by Robb Phipps, as Mayor, and by Susan Carnes, as Clerk/Treasurer of the Town of Wamsutter, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

SITE LEASE

(Signature Page for Tenant)

**SWEETWATER COUNTY 2013 SPECIFIC
PURPOSE TAX JOINT POWERS BOARD**

By: _____
Title: Chairman

ATTEST:

By: _____
Title: Secretary/Treasurer

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing Site Lease was acknowledged before me this ____ day of July, 2013, by Glenn Sugano, as Chairman, and by Brett Stokes, as Secretary/Treasurer, of the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, as Tenant under this Site Lease.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

EXHIBIT A
to
SITE LEASE

Descriptions of Sweetwater County Roadway Sites

LITTLE AMERICA ROAD (CR 4-2)

Beginning at the junction with U.S. Highway 30 North in Section 3, T. 18 N., R. 111 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Northwesterly and then Southwesterly 6.22 miles, more or less, to the Uinta County line, being the Point of Terminus, in Section 10, T. 18 N., R. 112 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 749, Pages 302-304.

Said road having certain right-of-way with a total width of 80 feet, by the Wyoming State Highway Commission Resolution of 1937.

TG SODA ASH ROAD (CR 4-11)

Beginning at the junction with Wyoming Highway 372 in Section 20, T. 20 N., R. 109 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Southwesterly 9.1 miles, more or less, to the TG Soda Ash Mine, being the Point of Terminus, in Section 36, T. 20 N., R. 111 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 749, Pages 328-329, and also Book 759, Pages 1198-1199.

Said road having certain right-of-way with a total width of 150 feet, being recorded in said Sweetwater County Clerk's office, Book 567, Pages 116-117, Book 594, Pages 560-564, and Book 571, Page 378.

ROAD (CR 4-6)

Beginning at the junction with Wyoming Highway 372 in Section 28, T. 20 N., R. 109 W. of the 6th P.M., Sweetwater County, Wyoming;

Thence Northeasterly 2.56 miles, more or less, to the OCI Plant gate, being the Point of Terminus, in Section 15, T. 20 N., R. 109 W. of the 6th P.M.;

Said road having certain right-of-way with a total width of 100 feet, being recorded in the Sweetwater County Clerk's office, Book 281, Page 590, and also Book 759, Pages 414-416.

Said road having certain right-of-way with a total width of 150 feet, being recorded in said Sweetwater County Clerk's office, Book 295, Pages 179-180, and Book 910, Pages 1290-1293.

Said road having certain right-of-way with various width, being recorded in said Sweetwater County Clerk's office, Book 893, Pages 1367-1372, and Book 894, Pages 212-218.

**EXHIBIT B
to
SITE LEASE**

Descriptions of Castle Rock Renovation Sites

- **Villa Board and Care Facility (Villa)**
1445 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Convalescent Center (CRCC)**
1440 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Medical Center (CRMC)**
1445 Uinta Drive
Green River, Wyoming 82935
- **Castle Rock Ambulance Garage (Ambulance Garage)**
1480 Uinta Drive
Green River, Wyoming 82935
- **All parking areas at Villa, CRCC, CRMC and Ambulance Garage**

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EXHIBIT C
to
SITE LEASE

Descriptions of Granger Street Lighting Sites

First Location: Those areas dedicated to the Town of Granger, Wyoming by virtue of, and within, the First Re subdivision of a part of the Granger Park Subdivision, as the same were filed for record in the Office of the Sweetwater County, Wyoming, Clerk and Recorder on or about the 12th day of July 1982 A.D. and on or about the 4th day of August, 1978 A.D., respectively as follows:

A fifty-foot-wide right-of-way, commencing at the intersection of **Blacks Fork Drive** and Spruce Street (also known as Old U.S. Highway 30 and Sweetwater County Road Number 16); thence in a northeasterly direction along Blacks Fork Drive for approximately 1,165.95 feet to a curve having a radius of 175 feet; thence in an easterly direction for approximately 427.46 feet, where Blacks Fork Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at a point of intersection of **Evans Drive** and Blacks Fork Drive approximately 115.30 feet from the point where Black Forks Drive intersects Spruce Street; thence in a southeasterly direction along Evans Drive for approximately 358.77 feet to a curve having a radius of 75 feet; thence in a northeasterly direction for approximately 695.08 feet to a curve having a radius of 75 feet; thence in a northerly direction for 501.75 feet to a second intersection with the center of Blacks Fork Drive, completing a loop;

A fifty-foot-wide right-of-way, commencing at the intersection of **Reber Drive** and the center of Blacks Fork Drive; thence along Reber Drive in a southerly direction for approximately 375 feet, where Reber Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at the intersection of **Hams Fork Drive** and the center of Evans Drive and proceeding along Hams Fork Drive in a westerly direction approximately 71.99 feet, thence in a southwesterly direction 471.64 feet to the center of Beaver Creek Drive, where Hams Fork Drive dead-ends;

A fifty-foot-wide right-of-way, commencing at the intersection of **Beaver Creek Drive** and Blacks Fork Drive; thence along Beaver Creek Drive in a southeasterly direction for approximately 426.41 feet to the center of Evans Drive, where Beaver Creek Drive dead-ends; and

A fifty-foot-wide right-of-way, commencing at the intersection of **Slate Creek Drive** and the center of Blacks Fork Drive; thence along Slate Creek Drive in a southeasterly direction for approximately 426.41 feet to the center of Evans Drive, where Slate Creek Drive dead-ends.

A one-hundred-foot-wide right-of-way, commencing at the intersection of **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Blacks Fork Drive; thence along Spruce Street Drive in a southeasterly direction for approximately 2,600 feet to the edge of the Town of Granger, town limits.

Second Location: Those areas within the **Original Filing Plat of the Town of Granger**, as follows:

A fifty-foot-wide right-of-way commencing at the intersection of **First Street** (also known as Front Street) and Spruce Street; thence along First Street in a northeasterly direction approximately 1,225 feet to the northeast boundary of the area platted as "Oak Street";

A fifty-foot-wide right-of-way commencing at the intersection of **Second Street** and Spruce Street; thence along Second Street in a northeasterly direction approximately 1,225 feet to the northeast boundary of the area platted as "Oak Street";

A fifty-foot-wide right-of-way commencing at the intersection of **Third Street** and Cedar Street; thence Third Street in a northeasterly direction approximately 1,100 feet to the center of the Granger Town Park known as Roy Adams Park;

A fifty-foot-wide right-of-way commencing at the intersection of **Cedar Street** and First Street; thence in a southeasterly direction along Cedar Street approximately 422 feet to the intersection of Cedar Street and Third Street;

A fifty-foot-wide right-of-way commencing at the intersection of **Pine Street** and First Street; thence in a southeasterly direction along Pine Street approximately 422 feet to the intersection of Pine Street and Third Street;

A twenty-five-foot-wide right-of-way constituting the **alley parallel to and between Spruce and Cedar Streets** (also known as Juniper Lane), commencing at Second Street and proceeding in a southeasterly direction along said alley approximately 578 feet to the intersection of said alley with the center of Banks Drive.

Third Location: **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16), as follows:

A fifty-foot-wide right-of-way known as **Spruce Street**, commencing at the intersection of Spruce Street and First Street; thence in a southeasterly direction along Spruce Street across the Blacks Fork River to a point approximately 1,832 distant from the afore-mentioned intersection.

Fourth Location: **County Road 16** (also known as Old U.S. Highway 30 and Granger Road) as follows:

A portion of the two-hundred-foot-wide right-of-way, known as **County Road 16** commencing at the northern edge of Town of Granger town limits, 2400 feet South of the intersection of County Road 16 and U.S. Highway 30, thence south southeasterly direction along County Road 16 approximately 5,450 feet where County Road 16 dead-ends at the Union Pacific Rail Road.

Description of Granger Water and Sewer Line Site

Location: Those areas dedicated to the Town of Granger, Wyoming by virtue of and within, the First Re subdivision of the Granger Park Subdivision, as the same were filed for record in the Office of the Sweetwater County, Wyoming, Clerk and Recorder on or about the 12th day of July, 1982 A.D. and on or about the 4th day of August, 1978 A.D., respectively as follows:

A one-hundred-foot-wide right-of-way, commencing at the intersection of **Spruce Street** (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Blacks Fork Drive; thence along Spruce Street in a southeasterly direction for approximately 2,600 feet to the edge of the Town of Granger, town limits.

Description of Granger Fire Station Addition Site

First Location: Those areas within the Original Filing Plat of the Town of Granger, Block 4 Lots 9 through 14, (.34 acres), between First and Second Street (also known as Front Street) and

Second Location: Area within the Plat of the Adams Addition to the Town of Granger, Block 2 (.1078 acres), located at the northwest corner of Spruce Street (also known as Old U.S. Highway 30 and Sweetwater County Road 16) and Second Street (also known as Front Street).

Description of Granger Waterline and Pump Station Site

**HAMS FORK RIVER PUMP STATION AND WATERLINE
TO GRANGER TREATMENT PLANT**

**(Note, previous used water easement is currently being re-negotiated
and may change due to engineering or other considerations.)**

A strip of land for municipal water supply system across the Northwest Quarter Northeast Quarter Southwest Quarter Northwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) and Southwest Quarter Southeast Quarter Northwest Quarter Northwest (SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-two (32), Township Nineteen (19) North, Range One Hundred Eleven (111) West of the 6th P.M., Sweetwater County, Wyoming, being more particularly described as follows:

Intake and pump station will be located in the West Half Northwest Quarter of the said Section 32, on lands described as follows:

Beginning at the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of the said Section 32, thence North 0°07' East 144.76 feet more or less to a point on the southerly right of way line of the Union Pacific Railroad main line; thence South 55°19½' West, along said right of way line, 403.23 feet; thence South 0°07' West 245.66 feet; thence North 89°47' East 331.15 feet; thence North 0°07' East 329.05 feet to the point of beginning. Said description is intended to cover all portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ situated south of the Union Pacific main line right of way. The above described parcel contains 2.734 acres, more or less.

The course of the said water line is more particularly described as follows:

Beginning at a point on the east line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of the Section, said point being located North 0°07' East a distance of 196 from the southeast corner thereof; thence North 56°48' East a distance of 1977 feet to a point on the North-South center line of the said section 32, said point being located South 0°07' West a distance of 366 feet from the North $\frac{1}{4}$ Corner of the Section. The pipe line right of way will have a total width of 25 feet, or 12½ feet on either side of the above described center line. This parcel contains 1.134 acres.

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**EXHIBIT D
to
SITE LEASE**

Descriptions of Green River Street and Storm Drain Sites

EAST TETON BOULEVARD FROM ASTLE AVENUE TO MONROE AVENUE

The Improvements will occur within an existing right-of-way for East Teton Boulevard, as described on the *Final Plat of East Teton Boulevard Addition, a Tract of Land Located in Lots 4, 5 & 7 of Section 26, and Lot 1 of Section 27, T18N, R107W, 6th P.M. City of Green River, Sweetwater County, Wyoming*, and recorded as document number 1571827 in the Office of the County Clerk of Sweetwater County, Wyoming.

HITCHING POST DRIVE FROM MONROE AVENUE TO CROSSBOW DRIVE

The Improvements will occur within that portion of Hitching Post Drive between Monroe Avenue and Crossbow Drive, approximately 1320 linear feet. Hitching Post Drive is described as “a street 60 feet in width, 30 feet on either side of the following described centerline. Beginning at a point on the south line of Section 27, T18N, R107W, 6th P.M., in the Town of Green River, Sweetwater County, Wyoming said point being 30 feet westerly from the southeast corner of said Section 27 thence northeasterly parallel to the east line of Section 27 N 2°34'20" W a distance of 2672.22 feet more or less to an extension of the southerly boundary of Monroe Avenue, said street being approximately 2672 feet in length,” the dedication of which is recorded as document number 430360 in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

KNOTTY PINE STREET FROM RIVERVIEW DRIVE TO ITS SOUTH END

The Improvements will occur within an existing 50' wide right-of-way for Knotty Pine Street, approximately 1,945 linear feet from Riverview Drive to its southern terminus (S 28°23'08" W), as shown on the *Final Plat for Hutton Heights Addition to the Town of Green River (Eighth Filing)* and recorded as document number 738785 in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

Descriptions of Green River Street and Water Main Sites

**EAST RAILROAD AVENUE FROM
NORTH THIRD EAST STREET TO ITS EAST END**

The Improvements will occur within an existing 50' wide right-of-way for East Railroad Avenue, from its intersection with North Third East Street to its eastern termination (approximately 334 LF east of the intersection). The right-of-way for East Railroad Avenue is described and depicted on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. An alternate location is the alley within Block 13 of the Original Town of Green River, as shown on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

NORTH FIFTH EAST STREET FROM ITS SOUTH END TO FLAMING GORGE WAY

The Improvements will occur within an existing 80' wide right-of-way for North Fifth East Street, from its intersection with Flaming Gorge Way to its southern termination (approximately 212 LF south of the intersection). The right-of-way for North Fifth East Street being 80' wide centered on a line 40' southeasterly from and parallel to the southeast line of Tract "I" as shown on the *Union Pacific Railroad Company's "1919 First Addition" to the Town of Green River, Sweetwater County, Wyoming*, and the Original Town of Green River, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

SECOND SOUTH STREET FROM THE UNDERPASS TO THE CONCRETE NEAR Uinta Drive

The Improvements will occur within an existing 65'+ wide right-of-way for Second South Street, from its intersection with Uinta Drive to approximately South Second West Street near the Underpass. The right-of-way for 2nd South Street is described and depicted in a Warranty Deed recorded as document number 1431809, on the *Map of the Electric Addition to the Town of Green River, Sweetwater County, Wyoming*, on the *Map of the Lands of S.I. Field Showing the Portion of Green River City Upon the Same*, and, from the westerly end of 2nd South Street, as platted and recorded on the Original Town of Green River, as described in an Agreement dated 7 September 1936 between Union Pacific Railroad Company and the State of Wyoming, recorded in the Office of the County Clerk of Sweetwater County, Wyoming.

Descriptions of Green River Street Sites

LOCUST STREET FROM RIVERVIEW DRIVE TO STEPHENS STREET

The Improvements will occur over a distance of approximately 392 linear feet (S 28°23' 08" W) within the existing 50' wide right-of-way for Locust Street, from its intersection with Riverview Drive through its intersection with Stephens Street, within the City of Green River. The right-of-way for Locust Street is described and depicted on the *Final Plat for Hutton Heights Addition to the Town of Green River (Eighth Filing)* and recorded as document number 738785 in the Office of the County Clerk of Sweetwater County, Wyoming.

APACHE AVENUE FROM TRAIL DRIVE TO CLIFF VIEW DRIVE

The Improvements will occur over a distance of approximately 522 linear feet within the existing 50' wide right-of-way for Apache Avenue, from its intersection with Trail Drive through its intersection with Cliff View Drive, within the City of Green River. The right-of-way for Apache Avenue is described and depicted on the *Clear View Estates Phase II Filing Plat*, recorded as document number 761544 in the Office of the County Clerk of Sweetwater County, Wyoming.

APACHE AVENUE FROM INDIAN HILLS DRIVE TO GRAND VIEW DRIVE

The Improvements will occur over a distance of approximately 747 linear feet within the existing 50' wide right-of-way for Apache Avenue, from its intersection with Indian Hills Drive to its intersection with Grand View Drive, within the City of Green River. The right-of-way for Apache Avenue is described and depicted on the recorded *Final Plat of Indian Hills Village Addition to the Town of Green River, Wyoming* and the *Clear View Estates Filing Plat*, recorded as document number 729280, in the Office of the County Clerk of Sweetwater County, Wyoming.

**WIND RIVER DRIVE FROM HITCHING POST DRIVE
TO WEST TETON BOULEVARD**

The Improvements will occur over a length of approximately 1360 linear feet within the existing 50' wide right-of-way for Wind River Drive, from its intersection with Hitching Post Drive to its intersection with West Teton Boulevard, within the City of Green River. The right-of-way for Wind River Drive is described and depicted on the *Bridger Addition Filing Plat* recorded as document number 447725 in the Office of the County Clerk of Sweetwater County, Wyoming.

**NORTH FOURTH EAST STREET FROM FLAMING GORGE WAY
TO EAST SECOND NORTH STREET**

The Improvements will occur within the existing 80' wide right-of-way for North Fourth East Street, from its intersection with Flaming Gorge Way through its intersection with East Second North Street, within the City of Green River. The right of way for North Fourth East Street is described and depicted on the *Union Pacific Railroad Company's "1919 First Addition" to the Town of Green River, Sweetwater County, Wyoming*, and the Original Town of Green River, recorded in the Office of the County Clerk of Sweetwater County, Wyoming.

Description of Green River Street, Water Main, Sewer Main and Storm Drain Site

EVANS STREET FROM UINTA DRIVE TO WILKES DRIVE

The Improvements will occur within an existing 50' wide right-of-way for Evans Street, from its intersection with Uinta Drive through Wilkes Drive, within the City of Green River. The centerline of Evans Street is described and depicted on the *Right of Way Survey, Paxton Webb Addition, City of Green River*, recorded in the Office of the County Clerk of Sweetwater County, Wyoming. **Proceeds of the Series 2013 Bonds will fund the design phase only of this Project.**

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**EXHIBIT E
to
SITE LEASE**

Descriptions of Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites

SUMMIT DRIVE EXTENSION

The Improvements will occur within T. 19N., R. 105 W., 6th P.M., Sweetwater County, Wyoming, section 16: Lots 5, 12, 13; section 28: Lots 4, 5; section 32: Lots 1, 8.

SWEETWATER DRIVE EXTENSION

The Improvements will occur within a Right-of-Way dedicated on the Mountain View Subdivision Plat in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, W ½ of Section 33.

Descriptions of Rock Springs Storm Sewer Replacement Sites

NORTH BELT ROUTE N

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19 N., R.105W., 6th P.M., Sweetwater County, Wyoming, NE ¼ of Section 25 and E ½ of Section 26.

SOUTH CENTER STREET TO BITTER CREEK

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ½ of Section 35.

CHANNEL STREET TO ELK STREET

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming S ½ of Section 26 and NE ¼ of Section 35.

**Descriptions of Rock Springs Sanitary Sewer, Road Repair,
Curb, Gutter and Sidewalk Sites**

STAGECOACH BOULEVARD EXTENSION

Proposed Right-of-Way Extension - A strip of land that is all of the southerly 100 feet of the south half (S1/2) of Section 21, Resurvey Township 19 North, Range 105 West of the Sixth Principal Meridian, Rock Springs, Sweetwater County, Wyoming lying 100.00 feet north of the following described south section line. The north line of said strip to be lengthened or shortened to begin on the west line of the southwest quarter of said Section 21 and end on the westerly right-of-way-line of said Foothill Boulevard;

Beginning at the southwest corner of said Section 21;

Thence South 87°50' 17" East along the south line of the southwest quarter of said Section 21 for a distance of 2744.65 feet to the south quarter corner of said Section 21;

Thence South 87°49'05" East along the south line of the southeast quarter of said Section 21 for a distance of 2690.01 feet to a point which lies on the westerly right-of-way line of Foothill Boulevard and the point of terminus.

The total length of described line is 5434.66 feet, or 329.373 rods, or 1.029 miles. The basis of bearing for the above described- centerline is North 87°50'17" West from the South Quarter corner to the Southwest corner of Section 21, T1 9N, R105W.

CENTER STREET AND SOUTH BELT ROUTE

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, W ½ of Section 35, SE ¼ of section 34; T.18N., R.105W., 6th P.M. Sweetwater County, Wyoming, NE ¼ of Section 3 and NW ¼ of Section 2.

MISCELLANEOUS LOCATIONS

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ¼ of Section 35.

Description of Rock Springs Waste Water Treatment Plant Site

A parcel of land located in T.18N., R.105W., 6th P.M., Sweetwater County, Wyoming, S ½ of Section 5. Approximately 14 acres.

Description of Rock Springs Gateway Pump Station Site

Easements in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, N ½ of Section 34.

Miscellaneous Rock Springs Sanitary Sewer, Water Line and Road Repairs Sites

WATER LINE RELOCATION AND REPLACEMENT, FIRE HYDRANTS AND ROAD REPAIRS ON BELLVIEW STREET

The Improvements will occur within Right-of-Ways, Easements and Licenses in T.19N., R.105W., 6th P.M., Sweetwater County, Wyoming, NW ¼ of Section 26.

30 INCH WATERLINE FROM THE WEST KANDA LOCATION TO THE WATER TREATMENT PLANT IN GREEN RIVER

Installation will occur in Right-of-Ways, Easements and Licenses in T.18N., R.107W., 6th P.M., Sweetwater County, Wyoming, N ½ of Section 22, W ½ of Section 23, SE ¼ of Section 23 and S ½ of Section 24.

**EXHIBIT F
to
SITE LEASE**

**Descriptions of Superior Storm Sewer, Inlets, Curb & Gutter,
Paving and Sidewalk Sites**

HORSE THIEF LANE

A 50 foot right-of-way in the Coble Addition to South Superior as recorded on August 16, 2006 in the Sweetwater County Clerk's office; commencing at the westerly easement of Cliff Overy Street; thence west to the end of Horse Thief Lane. Said right-of-way is 1,198.00 feet long.

BERTA STREET

A 50 foot right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; commencing at the easterly right-of-way of State Highway 371; thence east to a point 390.00 feet east of the easterly easement of Cliff Overy Street. Said right-of-way is 2,708.00 feet long.

MANNING COURT

A 40 foot right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; commencing at the south right-of-way of Berta Street; thence east 768 feet to rejoin the south right-of-way of Berta Street. Said right-of-way is 768.00 feet long.

Descriptions of Superior Storm Sewer, Inlets, Curb & Gutter and Paving Sites

FOURTH STREET

A 50 foot right-of-way in the Second Addition to South Superior as recorded on February 28, 1923 in the Sweetwater County Clerk's office; commencing at the westerly right-of-way of C Street; thence westerly 500 feet.

C STREET

A 35 foot right-of-way in the Second Addition to South Superior as recorded on February 28, 1923 in the Sweetwater County Clerk's office; commencing at the northerly right-of-way of Fourth Street; thence south to the south right-of-way of Fifth Street. Said right-of-way is 418.00 feet long.

Description of Superior Curb & Gutter, Paving and Sidewalk Site

CLIFF OVERV STREET

A 100 foot easement in the SW1/4 of the SE1/4 of Section 28, T 21 N, R 102 W adjacent to the Coble Addition as recorded on August 16, 2006 in the Sweetwater County Clerk's office; commencing at the northerly right-of-way of State Highway 371; thence north to the south right-of-way of Berta Street. Said easement is 679.00 feet long.

Descriptions of Superior Storm Sewer Sites

EASEMENT SOUTH OF C STREET

A 20 foot wide easement located in Sweetwater County, Wyoming in the NW Quarter, Section 33, T 21 N, R 102 W on Anadarko E&P LLP property. The point of beginning of the centerline of the easement is a point on the north line of Section 33, 338.9 feet S 89° 42' west of the north Quarter Corner of Section 33. Thence S 0° 03' W, 105.0 feet.

RIGHT-OF-WAY SOUTH OF MANNING COURT

A 10 foot wide right-of-way in the Manning Addition to South Superior as recorded on April 21, 1924 in the Sweetwater County Clerk's office; located in Block 7 between Lot 4 and Lot 5. Said right-of-way is 125.00 feet long.

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EXHIBIT G
to
SITE LEASE

**Descriptions of Wamsutter's Water Main, Street Replacement,
Curb and Gutter and Sidewalk Sites**

BUCHO AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the intersection of Bucho Avenue and Swanson Street; thence S 89°54' 46.25" E along Bucho Avenue to a point approximately 660 feet from the afore-mentioned intersection.

BONNEY AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the intersection of Bonney Avenue and Swanson Street; thence N 89°40' 06.21" E along Bonney Avenue to a point approximately 580 feet from the afore-mentioned intersection.

BUGAS AVENUE (FROM TIERNEY TO SWANSON STREET)

A portion of the sixty-foot-wide right-of-way, commencing from the west side of the intersection of Bugas Avenue and Swanson Street; thence N 89°43' 39.89" E along Bugas Avenue to a point approximately 783 feet from the afore-mentioned intersection.

TIERNEY STREET (FROM BUCHO AVENUE TO MCCORMICK)

A portion of the sixty-foot-wide right-of-way, commencing from the south side of the intersection of McCormick Avenue and Tierney Street; thence S0°23'06.56"E along Tierney Street to a point approximately 1064 feet from the afore-mentioned intersection; thence along a curve with a radius of 200 feet and a length of 47.43 feet; thence S13° 12'2.81 "W a distance of 28.6 feet; thence along a curve with a radius of 162.2 feet and a length of 38.41 feet; thence S0°21'33.76"E an approximate distance of 562 feet.

Descriptions of Wamsutter's Sewer Main Sites

SOUTH SIDE INDUSTRIAL PARK

North Sewer Main - A portion of a forty-foot-wide easement, commencing from Lathem Avenue, Northerly along the east property boundary of lot 6 located in the Wamsutter Industrial Park an approximate distance of 646 feet; thence easterly along north property boundary in a portion of a twenty five-foot-wide utility easement an approximate distance of 1492 feet.

South Sewer Main - A portion of a twenty five-foot-wide easement, commencing from Tipton Avenue, Easterly along the property line dividing the center lots of the Wamsutter Industrial Park an approximate distance of 1728 feet.

RAILROAD WATER MAIN (ALONG THE RAILROAD SEWER LINE)

A portion of a proposed twenty five-foot-wide easement, commencing from the west end of Bucho Avenue, northeasterly along the Union Pacific Railroad Tracks, located a distance of two hundred and twenty feet northwest and parallel to the centerline of the tracks, an approximate distance of 712 feet; thence northerly an approximate distance of 135 feet.

Descriptions of Wamsutter's Water Meter Parts Sites

Located throughout the Town of Wamsutter in existing meter pits or vaults.

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**SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD
LEASE REVENUE BONDS
SERIES 2013**

BOND PURCHASE AGREEMENT

July 16, 2013

Sweetwater County 2013 Specific
Purpose Tax Joint Powers Board
% Sweetwater County Clerk's Office
80 West Flaming Gorge
Green River, Wyoming 82935

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and the terms and conditions contained herein, the undersigned, George K. Baum & Company (the "Underwriter"), hereby offers to enter into the following agreement (the "Bond Purchase Agreement") with Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Issuer"), with respect to the purchase by the Underwriter (hereinafter further defined) of \$ _____ aggregate principal amount of Issuer's Lease Revenue Bonds, Series 2013, dated July 30, 2013 (the "Bonds"), which upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to your acceptance thereof by execution of this Bond Purchase Agreement and its delivery to the undersigned at or prior to 12:00 Midnight, on the date first written, and upon your acceptance this offer will be binding upon the Issuer and the Underwriter.

The term "Underwriter" as used herein, shall include George K. Baum & Company and such other firms and corporations as the Underwriter shall choose to affiliate or contract with from time to time. The Underwriter need not advise you of any change in Underwriter. The terms "Preliminary Official Statement" and "Official Statement" mean the offering documents dated July 10, 2013 and July 16, 2013, respectively, including any addendum thereto, authorized by the Issuer as the official sales documents to be used by the Underwriter to offer the Bonds to others.

SECTION 1. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER.

The Issuer represents, warrants and covenants to the Underwriter, both at time of your acceptance hereof and at the Closing Time (hereinafter defined), that:

(a) The Issuer is duly organized and existing as a joint powers board and body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109 (the "Act"), established under a Joint Powers Agreement entered by and between Sweetwater County, Wyoming ("Sweetwater County"); the Towns of Granger, Wyoming ("Granger"), Superior, Wyoming ("Superior") and Wamsutter, Wyoming ("Wamsutter"); and the Cities of Green River, Wyoming ("Green River") and Rock Springs, Wyoming ("Rock Springs") (hereinafter Sweetwater County, Castle Rock, Granger, Superior, Wamsutter, Green River and Rock Springs being sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies"), and dated March 1, 2013 (the "Joint Powers Agreement").

(b) The Issuer has the legal right, power and authority (i) to adopt, perform its obligations under and comply with the provisions of a resolution of the Issuer adopted on July 16, 2013, authorizing the issuance of the Bonds (the "Bond Resolution"); (ii) to issue, execute, deliver, perform its obligations under and comply with the provisions of the Bonds; (iii) to execute, deliver, perform its obligations under and comply with the provisions of this Bond Purchase Agreement; the Indenture of Trust, dated as of July 30, 2013 (the "Indenture"), between the Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"); that certain Site Lease Agreement, dated as of July 30, 2013 (the "Site Lease"), between Sweetwater County, Castle Rock, Granger, Green River, Rock Springs, Superior and Wamsutter (collectively, the "Participating Agencies"), as landlord, and the Board, as tenant; and that certain Lease and Agreement, dated as of July 30, 2013 (the "Lease"), between the Board, as lessor and sublessor, and the Participating Agencies, as lessee; and (iv) to adopt, perform its obligations under and comply with all other agreements, documents, instruments or certificates contemplated by the items referred to in this subsection (b) and by the Official Statement.

(c) The Preliminary Official Statement was "deemed final" by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The information contained in the Preliminary Official Statement and the Official Statement, and in any amendment or supplement that may be authorized by the Issuer for use with respect to the Bonds (collectively referred to as the "Official Statement"), is as of their respective dates, and as of the Closing Time (as defined herein), will be, true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact that is necessary to make the Official Statement, in light of the circumstances under which they were made, not misleading, except that the Issuer makes no representation regarding the pricing information on the cover page of the Official Statement. The Underwriter is authorized to use the Official Statement in marketing and consummating sales of the Bonds and hereby certifies that the pricing information on the inside of the cover page of the Official Statement is true.

(d) In order to facilitate compliance by the Underwriter with Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the Issuer covenants and agrees to enter into an undertaking (the "Continuing Disclosure Agreement") for the benefit of the Bondholders to provide certain information concerning the Issuer, the Specific Purpose Sales and Use Excise Tax Revenues (as defined in the Lease) which is available for the Participating Agencies' appropriation for the making of Rental Payments (as defined in the Lease) and the Bonds on a continuing basis pursuant to Securities and Exchange Commission Rule 15c2-12, along with notice of Material Events (as defined in the Continuing Disclosure Agreement). The Continuing Disclosure Agreement shall be authorized by the Indenture and be in the form as summarized in the Official Statement, with such changes as may be agreed to in writing by the Underwriter.

(e) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the best of your knowledge, threatened, against or affecting you (or to the best of your knowledge is there any basis therefor), which could adversely affect the transactions contemplated hereby or by the Bonds, the Bond Resolution, the Indenture, the Site Lease, the Lease, or any other agreement or instrument to which the Issuer is subject or by which the Issuer is bound.

(f) To the best of our knowledge, the execution and delivery of the Official Statement, the Bonds, this Bond Purchase Agreement, the Bond Resolution, the Indenture, the Site Lease, the Lease, and any other instruments and agreements contemplated thereby, and compliance with the provisions thereof, will not conflict with or constitute a breach of or a default under any existing law, rule, regulation, decree, order, agreement, indenture, mortgage, lease, or any other agreement or instrument to which the Issuer is subject or by which the Issuer is bound.

(g) Any certificate signed by an official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(h) The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities laws of such jurisdictions of the United States of America as the Underwriter may request; provided, however, that the Issuer will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(i) From the date hereof until the Closing Date, and for a period of 25 days following the “end of the underwriting period”, the beginning of which is defined as the later of the Closing Date or the time at which the Underwriter does not retain an unsold balance of Bonds to be sold to the public, and to the extent that the Issuer knows or is made aware, if any event shall occur as a result of which it is necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the Issuer shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in the preparation and furnishing of any supplement to the Official Statement necessary, in the reasonable opinion of the Underwriter, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of and in reliance upon the representations, warranties and agreements contained in this Bond Purchase Agreement, and in the other agreements referred to in this Bond Purchase Agreement, and subject to the terms and conditions set forth in this Bond Purchase Agreement, at the Closing Time (as defined herein), the Underwriter agrees to purchase from the Issuer and the Issuer agrees to sell to the Underwriter, the Bonds at a purchase price of \$ _____ (i.e., \$ _____, plus a premium of \$ _____, minus the Underwriter’s Discount of \$ _____).

(b) The Bonds shall be issued under and secured as provided in the Bond Resolution and the Indenture. 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 Official Statement.

(c) The Underwriter hereby agrees to make a bona fide public offering of the Bonds at not in excess of the initial offering price or prices (which may be expressed in terms of yields) set forth on the cover page of the Official Statement.

(d) Closing of the issuance and sale of the Bonds shall be made in Cheyenne, Wyoming, at the Closing Time (as defined herein), at such address as the Underwriter shall direct. Payment for the Bonds shall be made upon delivery in immediately available funds by 9:00 A.M., Wyoming time (11:00 A.M. New York time), on July 30, 2013, or at such other time or date as shall be mutually agreed upon by the Issuer and the Underwriter. The date of such delivery and payment shall be called the "Closing Date", and the hour and date of such delivery and payment shall be called the "Closing Time". The Bonds shall be available for delivery in New York, New York, through the facilities of The Depository Trust Company ("DTC"), or to the Trustee on behalf of DTC by Fast Automated Securities Transfer (FAST). The Bonds shall be issued as fully registered bonds, with one (1) Bond being issued for each maturity which shall be equal to the aggregate and in the principal amount of Bonds maturing in that year.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS.

The Underwriter's obligations hereunder shall be subject to the due performance by the Issuer of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the representations and warranties of the Issuer contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Issuer agrees to cause to be delivered to the Underwriter, at such address as the Underwriter shall specify, as many copies of the final Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of 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 Bond Purchase Agreement or (ii) one (1) business day prior to the Closing Date (defined in Section 2 above), 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 Issuer 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) As of the Closing Date, the Bond Resolution, the Indenture, the Site Lease, the Lease, and any other instruments and agreements contemplated thereby, shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Underwriter.

(c) As of the Closing Date, the Issuer shall have adopted and there shall be in full force and effect such additional resolutions, rules, or regulations or agreements as shall, in the opinion of Freudenthal & Bonds, P.C., of Cheyenne, Wyoming, as Bond Counsel, be necessary in connection with the transactions contemplated hereby.

(d) At the Closing Time, the Underwriter shall receive:

(i) The unqualified approving opinion of Freudenthal & Bonds, P.C., of Cheyenne, Wyoming, as Bond Counsel, dated as of the Closing Date, as to the validity and tax exempt status of the Bonds, and the supplemental opinion of said firm, dated as of the Closing Date, relating to certain information contained in the Official Statement;

(ii) An “Arbitrage and Tax Regulatory Certificate,” dated as of the Closing Date, signed by the appropriate official of the Issuer, establishing the reasonable expectations of the Issuer with respect to the future events regarding the Bonds;

(iii) A Certificate, dated as of the Closing Date, signed by the appropriate officials of the Issuer, in form and substance satisfactory to Bond Counsel and the Underwriter, which is expected to certify in substance that: to the best of their knowledge, as of the Closing Date the Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, subject to the condition that while information in the Official Statement obtained from sources other than the Issuer is not guaranteed as to accuracy, completeness, or fairness, such officials have no reason to believe and do not believe that such information is materially inaccurate or misleading, and that to the best of their knowledge, since the date of the Official Statement, there have been no material transactions not in the ordinary course of affairs entered into by the Issuer and no material adverse changes in the general affairs of the Issuer or in its financial condition as shown in the Official Statement, other than as disclosed in or contemplated by the Official Statement;

(iv) Certificates, dated as of the Closing Date, signed by the appropriate officials of the Issuer and the Participating agencies, in form and substance satisfactory to Bond Counsel and the Underwriter, which are expected to certify in substance, among other things, that there is no litigation pending or threatened, and no claims have been made against the Issuer or the Participating agencies, seeking to restrain or to enjoin the issuance or delivery of the Bonds or the collection or application of the Specific Purpose Sales and Use Excise Tax Revenues (as defined in the Lease) or the Revenues (as defined in the Indenture) which will be used by the Participating agencies to make Rental Payments under the Lease, or in any manner questioning the validity or enforceability of the Bonds, the Site Lease, the Lease, the Indenture or the Official Statement, or the authority or proceedings for the issuance of said Bonds, for the collection or application of the Specific Purpose Sales and Use Excise Tax Revenues and the Revenues, or for the validity or enforceability of the Participating agencies’ obligations under the Site Lease and the Lease, and neither the Issuer nor the Participating agencies know of any reason why the Bonds may not be issued or the Official Statement used by the Underwriter to sell the Bonds; and

(v) Such additional certificates, opinions and other documents as Bond Counsel or the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby.

SECTION 4. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Bonds (and such cancellation shall not constitute a default for purposes of Section 7 hereof) by notifying the Issuer in writing or by fax, (followed by a written notice) of its election so to do between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time:

(a) The House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably legislation which, if enacted in its form as introduced or as amended, would affect the exclusion of interest on the Bonds from gross income tax for federal income tax purposes or affect other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds, and such legislation, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds.

(b) 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 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 by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed with respect to federal taxation upon the revenues or other income of the general character to be delivered by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State of Wyoming, or a decision by any court of competent jurisdiction within the State of Wyoming shall be rendered which, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation 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, or the registration provisions of the Securities and Exchange Act of 1934, as amended and as then in effect.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations

of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Exchange Act of 1934, as amended and as then in effect, or the Securities Act of 1933, as amended and as then in effect.

(f) Any event shall have occurred and not been corrected, or information become known, which, in the opinion of the Underwriter, makes untrue in any material respect any statement contained in the Official Statement as originally circulated or as of the Closing Date, or has the effect that the Official Statement as originally circulated or as of the Closing Date contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(g) 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.

(h) The New York Stock Exchange or any 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.

(i) A general banking moratorium shall have been established by Federal, New York or Wyoming authorities.

(j) Any proceeding in connection with the Bonds shall be pending or threatened by the Securities and Exchange Commission against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds.

SECTION 5. CONDITIONS OF THE ISSUER'S OBLIGATION.

The Issuer's obligations under this Bond Purchase Agreement are subject to the due adoption of the Bond Resolution by the Issuer and the Underwriter's performance of its obligations under this Bond Purchase Agreement and the receipt by the designated parties of the respective opinions and certificates required pursuant to this Bond Purchase Agreement.

SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS TO SURVIVE DELIVERY.

All of the representations, warranties and covenants of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on its own behalf, and shall survive delivery of the Bonds to the Underwriter.

SECTION 7. PAYMENT OF EXPENSES.

If the Bonds are sold to the Underwriter, costs of issuance, including, without limitation, the fees and disbursements of Bond Counsel; the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Official Statement, this Bond Purchase Agreement and all other agreements and documents contemplated hereby shall be paid by the Issuer directly or from the proceeds of the Bonds. If the Bonds are not sold to the Underwriter (unless through the fault of the Underwriter in which event such fees, expenses and costs shall be paid by the Underwriter; provided that the failure of the Underwriter to buy the Bonds because the conditions set forth in this Bond Purchase Agreement have not been met shall not be a fault of the Underwriter), all fees, expenses and costs shall be paid by the Issuer.

SECTION 8. NOTICES.

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by the Underwriter, by mailing or delivering the same in writing to Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, % Sweetwater County Clerk's Office, 80 West Flaming Gorge, Green River, Wyoming 82935, or such other address as may have been provided to the Underwriter; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter, George K. Baum & Company, 1720 Carey Avenue, Suite 530, Cheyenne, Wyoming 82001.

SECTION 9. APPLICABLE LAW; NONASSIGNABILITY.

This Bond Purchase Agreement shall be governed by the laws of the State of Wyoming, and shall not be assigned by the Issuer or the Underwriter.

SECTION 10. EXECUTION OF COUNTERPARTS.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 11. EFFECTIVE DATE.

This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof.

Very truly yours,

GEORGE K. BAUM & COMPANY

By: _____
Assistant Vice President

Accepted by Resolution adopted in Green River, Wyoming, at ___ P.M., M.D.T. on Tuesday, July 16, 2013.

**SWEETWATER COUNTY 2013 SPECIFIC
PURPOSE TAX JOINT POWERS BOARD**

Chairman

ATTESTED:

Secretary/Treasurer

Exhibit A

SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS, SERIES 2013, DATED JULY 30, 2013, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____, THE PRINCIPAL AND INTEREST THEREON CONSTITUTING SPECIAL, LIMITED OBLIGATIONS OF THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD; AUTHORIZING AND DIRECTING THE EXECUTION AND ACCEPTANCE OF THE SITE LEASE, THE LEASE AND THE INDENTURE AND AWARDED THE SALE OF THE SERIES 2013 BONDS PURSUANT TO THE TERMS OF THE BOND PURCHASE AGREEMENT; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT AND POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES FOR BONDS OF THE BOARD; APPOINTING THE BOARD REPRESENTATIVE PURSUANT TO THE TERMS OF THE INDENTURE; AND RATIFYING, APPROVING AND CONFIRMING PREVIOUS ACTIONS OF OFFICERS AND MEMBERS OF THE BOARD.

WHEREAS, the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board") is a duly organized and existing body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-102 through 16-1-109 (the "Act"), established under a Joint Powers Agreement entered into by and between Sweetwater County, Wyoming ("Sweetwater County"); Castle Rock Special Hospital District ("Castle Rock"); the Towns of Granger, Wyoming ("Granger"), Superior, Wyoming ("Superior") and Wamsutter, Wyoming ("Wamsutter"); and the Cities of Green River, Wyoming ("Green River") and Rock Springs, Wyoming ("Rock Springs") (hereinafter Sweetwater County, Castle Rock, Granger, Superior, Wamsutter, Green River and Rock Springs being sometimes individually referred to as "Participating Agency" and collectively referred to as "Participating Agencies"), and dated as of the 1st day of March, 2013 (the "Joint Powers Agreement"); and

WHEREAS, the purpose of the Joint Powers Agreement is to provide an efficient, orderly, and economically feasible method of planning, financing, acquiring and constructing certain improvements (the "Improvements") to sites and existing facilities within and for the Participating Agencies, commonly referred to as: (i) Sweetwater County Roadway Sites; (ii) Castle Rock Renovation Sites; (iii) Granger Street Lighting Sites; Water and Sewer Line Site; Fire Station Addition Site; and Waterline and Pump Station Site; (iv) Green River Street and Storm Drain Sites; Street and Water Main Sites; Street Sites; and Street, Water Main, Sewer Main and Storm Drain Site; (v) Rock Springs Storm Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Storm Sewer Replacement Sites; Sanitary Sewer, Road Repair, Curb, Gutter and Sidewalk Sites; Waste Water Treatment Plant Site; Gateway Pump Station Site; and Miscellaneous Sanitary Sewer, Water Line and Road Repairs Sites; (vi) Superior Storm Sewer, Inlets, Curb & Gutter, Paving and Sidewalk Sites; Storm Sewer, Inlets, Curb & Gutter and Paving Sites; Curb & Gutter, Paving and Sidewalk Site; and Storm Sewer Sites; and (vii) Wamsutter Water Main, Street Replacement, Curb and Gutter and Sidewalk Sites; Sewer Main Sites; and Water Meter Parts Sites (hereinafter being collectively referred to as the "Sites"); and

WHEREAS, each Participating Agency either owns, has a leasehold or right-of-way interest in or, in connection with the Improvements, will acquire an ownership, leasehold or right-of-way interest in its respective Sites; and

WHEREAS, under the Joint Powers Agreement the Participating Agencies further determined that said Improvements would be of service to and be for the benefit of the Participating Agencies and their residents; and

WHEREAS, the Board has determined that in order to provide for the acquisition and construction of the Improvements it is in the best interests of the Participating Agencies that the Board authorize the issuance of revenue bonds for the purpose of paying the cost and expense thereof; and

WHEREAS, such revenue bonds shall be payable from the leasing of the Improvements under that certain Lease and Agreement dated as of July 30, 2013 (the "Lease"), between the Board and the Participating Agencies (collectively, the "Lessee"); and

WHEREAS, such revenue bonds shall be secured by the following: (1) all of the Board's right, title and interest in that certain Site Lease Agreement, dated as of July 30, 2013, between the Lessee, as landlord, and the Board, as tenant (the "Site Lease"); (2) all of the Board's right, title and interest in the Indenture of Trust, dated as of July 30, 2013 (the "Indenture"), between the Board and Wells Fargo Bank, National Association, as trustee (the "Trustee"), including all proceeds derived therefrom; and (3) all of the Board's right, title and interest in the Lease, including all proceeds derived therefrom; and

WHEREAS, the Board has determined that it is necessary to authorize the issuance of revenue bonds of the Board in the total principal amount of \$ _____; and

WHEREAS, the Board has now received from George K. Baum & Company, acting as principal and underwriter, and not as agent (the "Underwriter"), an offer to purchase \$ _____ of the Board's revenue bonds (a copy of the Bond Purchase Agreement is attached hereto as EXHIBIT A and by this specific reference is made a part hereof), and the Board has determined that this proposal is in the best interests of the Board and the Participating Agencies and has accepted such proposal subject to the terms and conditions stated therein; and

WHEREAS, the Board has now determined to approve the Bond Purchase Agreement and authorize the issuance of its revenue bonds in the total principal amount of \$ _____, provide for the form and payment thereof and certain other details in connection therewith, and to authorize the execution of the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement, an Escrow Agreement (as hereinafter defined) in connection therewith and Post-Issuance Compliance Policies and Procedures for Bonds of the Board;

NOW, THEREFORE, BE IT RESOLVED BY THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board, its officers and members, directed toward the financing of the Improvements and the issuance and sale of the Board's revenue bonds therefor be, and the same is hereby, ratified, approved, and confirmed.

Section 2. The Board shall finance the cost of the Improvements, including a reserve fund and the costs incidental to the authorization, issuance, and sale of its revenue bonds, in accordance with the provisions of the Lease and the Indenture.

Section 3. To defray the costs of the Improvements, to fund a bond reserve fund and to pay incidental issuance expenses, there is hereby authorized and created an issue of lease revenue bonds designated the "Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, Lease Revenue Bonds, Series 2013," in the aggregate principal amount of \$_____ (the "Series 2013 Bonds"), issuable as fully registered bonds in the denomination of \$5,000 each or any integral multiple thereof. The Series 2013 Bonds shall be dated July 30, 2013, shall bear interest from their date until maturity, payable on December 15, 2013, and semiannually thereafter on June 15 and December 15 in each year at the rates, and shall mature on June 15 and December 15 in the years and in the principal amounts as follows:

<u>Amounts Maturing</u>	<u>Interest Rates (Per annum)</u>	<u>Maturity Dates</u>
		12/15/13
		06/15/14
		12/15/14
		06/15/15
		12/15/15
		06/15/16
		12/15/16
		06/15/17
		12/15/17
		06/15/18
		12/15/18
\$ _____		

Pursuant to the Bond Purchase Agreement, the Series 2013 Bonds shall be sold to the Underwriter, at private sale, at a purchase price equal to \$_____ (i.e., \$_____, plus a premium of \$_____, minus the Underwriter's discount of \$_____).

Section 4. The forms, terms, and provisions of the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board be and they hereby are approved and the Board shall enter into such documents in the forms presented to the Board at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman, Vice-Chairman and Secretary/Treasurer of the Board, as appropriate, are hereby authorized and directed to execute and deliver the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board.

Section 5. The form, terms, and provisions of the Series 2013 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 and the Secretary/Treasurer of the Board are hereby authorized and directed to execute the Series 2013 Bonds, by manual signature.

Section 6. The Board has previously provided the Underwriter with copies of its Preliminary Official Statement dated July 10, 2013, which was “deemed final” by the Board for purposes of SEC Rule 15c2-12(b)(1) when so provided. The Board 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 Board hereby ratifies the use in conjunction with the sale of the Series 2013 Bonds of the Preliminary Official Statement; provided, however, that neither the Board nor any officer or member thereof has or assumes any responsibility for the accuracy or completeness of the information in such Preliminary Official Statement or such final Official Statement, except any information contained therein relating to the Board.

Section 7. Pursuant to the terms of Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, §240.15c2-12) (the “Rule”), the Board has entered into a written undertaking (the “Continuing Disclosure Agreement”) for the benefit of the holders of the Series 2013 Bonds, pursuant to Section 11.14 of the Indenture.

Section 8. The officers and members of the Board 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 2013 Bonds and shall take all action necessary or desirable in conformity with the statutes of the State of Wyoming to finance the cost of the Improvements and for carrying out, giving effect to, and consummating the transactions contemplated by this resolution, the Site Lease, the Lease, the Indenture, the Bond Purchase Agreement and the Post-Issuance Compliance Policies and Procedures for Bonds of the Board, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Series 2013 Bonds.

Section 9. Neither the Series 2013 Bonds nor the interest thereon constitutes a general obligation or other indebtedness of the Board or the Participating Agencies within the meaning of any constitutional or statutory debt limitation. Neither the Site Lease, the Lease, the Indenture, nor the Series 2013 Bonds have directly or indirectly obligated the Board or the Participating Agencies to make any payments beyond those appropriated for their then current Fiscal Year. Except to the extent payable from the proceeds of the sale of the Series 2013 Bonds and income from the investment thereof, Net Proceeds of certain insurance policies, performance bonds, and condemnation awards, Net Proceeds received as a consequence of defaults under Construction Contracts, or Net Proceeds of any assignment or sale of the leasehold interests in the Leased Property (all as defined in the Indenture), the Series 2013 Bonds and the interest thereon will be payable during the term of the Lease solely from Rental Payments to be paid by the Participating Agencies under the Lease and the income from certain investments thereunder. All payment obligations of the Participating Agencies under the Lease, including without limitation, the Participating Agencies’ obligations to pay Rental Payments, are from year to year only and do not constitute a mandatory charge or requirement of the Participating Agencies in any ensuing Fiscal Year beyond the then current Fiscal Year. The Lease is subject to annual termination at the option of the Participating Agencies and will be terminated upon the occurrence of an Event of Nonappropriation. In such event, all payments from the Participating Agencies under the Lease will terminate, and the Series 2013 Bonds and the interest thereon will be payable from such moneys, if any, as may be held by the Trustee under the Indenture and any moneys made available from any assignment of the Lease or sale of the leasehold interest in the Leased Property. Upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease there is no guaranty or assurance of any payment of the Series 2013 Bonds or the interest thereon.

Section 10. To the best of our knowledge, no lawsuits have been filed, no actions have been threatened, and no claims have been made against the Board or the Participating Agencies which would have any effect upon the issuance of the Series 2013 Bonds.

Section 11. After the Series 2013 Bonds are issued, this resolution shall be and remain irrevocable until the Series 2013 Bonds and the interest thereon shall have been fully paid, canceled, and discharged.

Section 12. Sweetwater County (on behalf of itself and Castle Rock), Granger, Green River, Rock Springs, Superior and Wamutter (collectively, the "Sponsoring Entities") have agreed to the manner of distribution of certain 1% specific purpose sales and use tax money (the "2013 Specific Purpose Sales and Use Excise Tax Receipts") which are received on behalf of the Sponsoring Entities by the Sweetwater County Treasurer (the "Treasurer") and will enter into an escrow agreement to be dated as of July 30, 2013 (the "Escrow Agreement") with the Treasurer, as escrow agent (the "Escrow Agent"), which will confirm the establishment of an escrow account (the "Escrow Account") to hold, reinvest and distribute said 2013 Specific Purpose Sales and Use Excise Tax Revenue. The Escrow Agent shall account for the 2013 Specific Purpose Sales and Use Excise Tax Revenue received, and reinvestment income thereon, to the Sponsoring Entities as provided in the Escrow Agreement. The Escrow Agreement will further provide that moneys in the Escrow Account will be made available for annual budget and appropriations by the Sponsoring Entities for payment of Rental Payments to the Board for any initial or renewal term of the Lease. The Sponsoring Entities, the Treasurer and the Board will be signatory to said Escrow Agreement.

The form, terms, and provisions of the Escrow Agreement be and they hereby are approved and the Board shall enter into such document in the form presented to the Board at this meeting, with only such changes therein, if any, as are not inconsistent herewith; and the Chairman and the Secretary/Treasurer of the Board are hereby authorized and directed to execute and deliver said Escrow Agreement.

Section 13. Glenn Sugano is hereby appointed by the Board as the Board Representative (as defined by the Lease).

Section 14. 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 15. 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 bylaw, order or resolution, or part thereof.

ADOPTED AND APPROVED THIS 16th day of July, 2013.

**SWEETWATER COUNTY 2013 SPECIFIC
PURPOSE TAX JOINT POWERS BOARD**

Chairman

ATTESTED:

Secretary/Treasurer

EXHIBIT A
BOND PURCHASE AGREEMENT

Sweetwater Co. SPT 7-16-13 Final
16-Jul-13
11:48 AM

Sweetwater County Specific Purpose Tax - Joint Powers Board
State of Wyoming
Lease Revenue Bonds
Series 2013

FINAL

Plan A - S&P "A-" Rated Callable
12/15/2017

Assumes Estimated Current Market

Sales Tax Collection - Assumes \$1,154,384 Monthly (76.9589% of \$1,500,000)

Until Tax of \$62,964,975 is Collected

Bond Funded Debt Service Reserve Fund

Tax Exempt Series \$51,080,000 (5.5 Year Schedule)

Project Deposit \$49,177,120

DSRF \$5,108,000

Project Draws Paid Out of Cash Flow	Project
Green River	\$3,977,451
Granger	\$470,429
Castle Rock Hosp. Dist.	\$150,000
	\$4,597,880

Table of Schedules

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- 2. Cashflow Schedule
- 3. Sales Tax / Bond Fund Draw Schedule
- 4. Debt Service Schedule
- 5. Bond Production
- 6. Sources and Uses of Funds
- 7. Bond Yield Calculation

Sweetwater County Specific Purpose Tax - Joint Powers Board
 State of Wyoming
 Lease Revenue Bonds
 Series 2013

Estimated Specific Purpose Tax (SPT) Fund Cash Flow and Debt Service Coverage
 Plan A - S&P "A," Rated

Fiscal Year 6-30	Beginning Specific Purpose Tax Fund Balance (2)	Estimated Annual SPT Revenue (e)	Debt Service Reserve Fund (e)	Interest Income on Specific Purpose Tax Fund Balance (5)	Cash Funded Projects (b)				Annual Surplus / (Deficit) (10)	Ending Specific Purpose Tax Fund Balance (11)	Times D/S Coverage Based on Annual Specific Purpose Tax and Interest Earnings and DSRF (c)	Cumulative Times D/S Coverage Includes SPT + Int. Earnings + DSRF - all other Draws + Beginning Fund Balance (d)
					Town of Green River Draws (7)	Town of Granger Draws (8)	Castle Rock Hospital Dist. Draws (9)	Bond Debt Service (6)				
2013	0	828,014	0	0	0	0	0	(150,000)	828,014	828,014	n.a.	n.a.
2014	828,014	13,852,602	22,348	27,585	(6,416,658)	0	0	0	7,335,875	8,163,889	2.167	2,272
2015	8,163,889	13,852,602	25,540	61,723	(8,764,350)	0	0	0	5,175,515	13,339,404	1.591	2,522
2016	13,339,404	13,852,602	25,540	85,883	(9,564,550)	(917,873)	(108,561)	0	3,372,941	16,712,345	1.460	2,747
2017	16,712,345	13,852,602	25,540	97,730	(10,458,950)	(1,835,747)	(217,121)	0	1,464,054	18,176,399	1.336	2,738
2018	18,176,399	6,726,554	25,540	96,199	(12,026,525)	(1,223,831)	(144,747)	0	(6,546,811)	11,629,588	0.569	1,967
2019	11,629,588	0	5,120,770	29,184	(11,765,938)	0	0	0	(6,615,983)	5,013,605	0.438	1,426
		62,964,975	5,245,278	395,304	(58,997,072)	(3,977,451)	(470,429)	(150,000)	5,013,605			

- (a) Assumes Sales Tax Receipts at \$1,154,384 Monthly 7/15/13 until \$62,964,975 is Collected - 76.9589% of monthly SPT revenues will be distributed to the Sweetwater County Treasurer for payment of Rental Payments to be used to pay the 2013 Bonds.
- (b) The Cash Funded Projects represent projects funded from the SPT beginning in January 2016. All other projects are funded with the Series 2013 Bonds.
- (c) D/S Coverage = (Annual SPT Revenue + Interest Earnings on SPT + DSRF + DSRF) / (Annual D/S)
- (d) Cumulative D/S Coverage = (Annual SPT Revenue + Interest Earnings + DSRF - Project Draws + Beginning Fund Balance) / (Annual D/S)
- (e) Assumes reinvestment income on the Debt Service Reserve Fund is deposited into the Debt Service Fund to pay principal and interest on the Series 2013 Bonds

Specific Purpose Tax Fund CashFlow											
periods	Date	Days	Monthly Specific Purpose Tax	Specific Purpose Tax Interest @ 0.5000%	Town of Green River Draws	Town of Granger Draws	Castle Rock Hospital Dist. Draws	Fixed Rate Debt Service Draws	Debt Service Reserve Fund	Specific Purpose Tax Fund Balance	DIS Coverage with SPT Fund Earnings
			0.769589								
	03/15/13		0	0						0	
1	04/15/13	31	0	0	3,977,451	470,429	150,000			0	
2	05/15/13	30	0	0						0	
3	06/15/13	31	828,014	0				0		828,014	
4	07/15/13	30	1,154,384	340	0	0	(150,000)			1,832,738	
5	08/15/13	31	1,154,384	778	0	0	0			2,987,899	
6	09/15/13	31	1,154,384	1,269	0	0	0			4,143,552	
7	10/15/13	30	1,154,384	1,703	0	0	0			5,299,638	
8	11/15/13	31	1,154,384	2,251	0	0	0			6,456,272	
9	12/15/13	30	1,154,384	2,653	0	0	0	(3,058,297)	9,578	4,584,590	
10	01/15/14	31	1,154,384	1,938	0	0	0			5,720,911	
11	02/15/14	31	1,154,384	2,429	0	0	0			6,877,724	
12	03/15/14	28	1,154,384	2,638	0	0	0			8,034,740	
13	04/15/14	31	1,154,384	3,412	0	0	0			9,192,541	
14	05/15/14	30	1,154,384	3,778	0	0	0			10,350,703	
15	06/15/14	31	1,154,384	4,396	0	0	0	(3,358,363)	12,770	8,163,889	2.163
16	07/15/14	30	1,154,384	3,355	0	0	0			9,321,628	
17	08/15/14	31	1,154,384	3,958	0	0	0			10,479,970	
18	09/15/14	31	1,154,384	4,450	0	0	0			11,638,604	
19	10/15/14	30	1,154,384	4,783	0	0	0			12,797,970	
20	11/15/14	31	1,154,384	5,435	0	0	0			13,957,788	
21	12/15/14	30	1,154,384	5,736	0	0	0	(4,390,063)	12,770	10,740,615	
22	01/15/15	31	1,154,384	4,581	0	0	0			11,899,560	
23	02/15/15	31	1,154,384	5,053	0	0	0			13,058,997	
24	03/15/15	28	1,154,384	5,009	0	0	0			14,218,389	
25	04/15/15	31	1,154,384	6,038	0	0	0			15,378,811	
26	05/15/15	30	1,154,384	6,320	0	0	0			16,539,514	
27	06/15/15	31	1,154,384	7,024	0	0	0	(4,374,288)	12,770	13,339,404	1.588
28	07/15/15	30	1,154,384	5,482	0	0	0			14,499,289	
29	08/15/15	31	1,154,384	6,157	0	0	0			15,659,810	
30	09/15/15	31	1,154,384	6,650	0	0	0			16,820,844	
31	10/15/15	30	1,154,384	6,913	0	0	0			17,982,140	
32	11/15/15	31	1,154,384	7,636	0	0	0			19,144,160	
33	12/15/15	30	1,154,384	7,867	0	0	0	(4,770,888)	12,770	15,548,293	
34	01/15/16	31	1,154,384	6,603	(152,979)	(18,093)	0			16,538,207	
35	02/15/16	31	1,154,384	7,023	(152,979)	(18,093)	0			17,528,541	
36	03/15/16	29	1,154,384	6,963	(152,979)	(18,093)	0			18,518,816	
37	04/15/16	31	1,154,384	7,864	(152,979)	(18,093)	0			19,509,991	
38	05/15/16	30	1,154,384	8,018	(152,979)	(18,093)	0			20,501,320	
39	06/15/16	31	1,154,384	8,706	(152,979)	(18,093)	0	(4,793,763)	12,770	16,712,345	1.457
40	07/15/16	30	1,154,384	6,868	(152,979)	(18,093)	0			17,702,624	
41	08/15/16	31	1,154,384	7,518	(152,979)	(18,093)	0			18,693,353	
42	09/15/16	31	1,154,384	7,938	(152,979)	(18,093)	0			19,684,602	
43	10/15/16	30	1,154,384	8,090	(152,979)	(18,093)	0			20,676,003	
44	11/15/16	31	1,154,384	8,780	(152,979)	(18,093)	0			21,668,094	
45	12/15/16	30	1,154,384	8,905	(152,979)	(18,093)	0	(5,243,663)	12,770	17,429,418	
46	01/15/17	31	1,154,384	7,402	(152,979)	(18,093)	0			18,420,131	
47	02/15/17	31	1,154,384	7,822	(152,979)	(18,093)	0			19,411,264	
48	03/15/17	28	1,154,384	7,445	(152,979)	(18,093)	0			20,402,021	
49	04/15/17	31	1,154,384	8,664	(152,979)	(18,093)	0			21,393,996	
50	05/15/17	30	1,154,384	8,782	(152,979)	(18,093)	0			22,386,099	
51	06/15/17	31	1,154,384	9,506	(152,979)	(18,093)	0	(5,215,288)	12,770	18,176,399	1.334
52	07/15/17	30	1,154,384	7,470	(152,979)	(18,093)	0			19,167,180	
53	08/15/17	31	1,154,384	8,139	(152,979)	(18,093)	0			20,158,631	
54	09/15/17	31	1,154,384	8,561	(152,979)	(18,093)	0			21,150,502	
55	10/15/17	30	1,154,384	8,692	(152,979)	(18,093)	0			22,142,506	
56	11/15/17	31	1,154,384	9,403	(152,979)	(18,093)	0			23,135,220	
57	12/15/17	30	954,636	9,508	(152,979)	(18,093)	0	(5,885,388)	12,770	18,055,674	
58	01/15/18	31	0	7,667	(152,979)	(18,093)	0			17,892,269	
59	02/15/18	31	0	7,598	(152,979)	(18,093)	0			17,728,794	
60	03/15/18	28	0	6,800	0	0	0			17,735,595	
61	04/15/18	31	0	7,532	0	0	0			17,743,126	
62	05/15/18	30	0	7,292	0	0	0			17,750,418	
63	06/15/18	31	0	7,538	0	0	0	(6,141,138)	12,770	11,629,588	0.587
64	07/15/18	30	0	4,779	0	0	0			11,634,367	
65	08/15/18	31	0	4,941	0	0	0			11,639,308	
66	09/15/18	31	0	4,943	0	0	0			11,644,251	
67	10/15/18	30	0	4,785	0	0	0			11,649,036	
68	11/15/18	31	0	4,947	0	0	0			11,653,983	
69	12/15/18	30	0	4,789	0	0	0	(11,765,938)	5,120,770	5,013,605	
			62,964,975	398,304	(3,977,451)	(470,429)	(150,000)	(58,997,072)	5,245,278		

Average Life 3.774 Years

Sweetwater Co. SPT 7-16-13 Final

\$51,080,000

NdeblVR

Sweetwater County Specific Purpose Tax - Joint Powers Board

16-Jul-13

State of Wyoming

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Lease Revenue Bonds

Series 2013

Debt Service Schedule							
Date	Principal	Coupon	Interest	P & I	Annual P & I	Less DSRF @ 0.5000%	Annual Payment
12/15/13	2,270,000	2.000	788,296.88	3,058,296.88		(9,577.50)	
06/15/14	2,330,000	2.000	1,028,362.50	3,358,362.50	6,416,659.38	(12,770.00)	6,394,311.88
12/15/14	3,385,000	3.000	1,005,062.50	4,390,062.50		(12,770.00)	
06/15/15	3,420,000	4.000	954,287.50	4,374,287.50	8,764,350.00	(12,770.00)	8,738,810.00
12/15/15	3,885,000	5.000	885,887.50	4,770,887.50		(12,770.00)	
06/15/16	4,005,000	4.000	788,762.50	4,793,762.50	9,564,650.00	(12,770.00)	9,539,110.00
12/15/16	4,535,000	5.000	708,662.50	5,243,662.50		(12,770.00)	
06/15/17	2,500,000	3.000	37,500.00	2,537,500.00			
06/15/17	2,120,000	4.000	557,787.50	2,677,787.50	10,458,950.00	(12,770.00)	10,433,410.00
12/15/17	5,370,000	5.000	515,387.50	5,885,387.50		(12,770.00)	
06/15/18	5,760,000	4.000	381,137.50	6,141,137.50	12,026,525.00	(12,770.00)	12,000,985.00
12/15/18	10,000,000	5.000	250,000.00	10,250,000.00			
12/15/18	1,500,000	2.125	15,937.50	1,515,937.50		(5,120,770.00)	
06/15/19	0	4.000	0.00	0.00	11,765,937.50		6,645,167.50
	51,080,000		7,917,071.88	58,997,071.88	58,997,071.88	(5,245,277.50)	53,751,794.38

Dated	07/30/13	Average Coupon	4.367016
		NIC	2.465346
Settlement	07/30/13	TIC	2.355135
		Arbitrage Yield	2.027316
		All In Yield	2.489196
		Bond Years	181,292.50
		Average Life	3.55
		Accrued Interest	0.00

Sweetwater Co. SPT 7-16-13 Final
 saunVR
 16-Jul-13

**State of Wyoming
 Lease Revenue Bonds
 Series 2013**

Sources and Uses of Funds

<u>Sources</u>	<u>Tax Exempt</u>
Principal Amount of Bond Issue	51,080,000.00
Premium Paid for Bonds	3,721,592.90
	<hr/>
	54,801,592.90
	<hr/>
<u>Uses</u>	
Project Fund	49,177,119.76
Debt Service Reserve Fund	5,108,000.00
Bond Discount	\$5.00 /\$1,000 274,007.96
Cost of Issuance	240,200.00
Contingency	2,265.18
	<hr/>
	54,801,592.90
	<hr/>

Cost of Issuance

	<u>Tax Exempt</u>
Bond & Disclosure Counsel - Freudenthal & Bonds	95,000.00
Bond Counsel Expenses - Freudenthal & Bonds	5,000.00
Paying Agent/Registrar/Trustee - Wells Fargo	3,500.00
Bank Acceptance Fee - Wells Fargo	2,000.00
Dissemination Agent Fee - Wells Fargo	500.00
CUSIP	500.00
Rating - S & P	28,000.00
Document Binding - Bethal Bindery	500.00
Official Statement - Printing & Distribution - Merit	3,200.00
Joint Powers Board Expenses	100,000.00
GKB Out of Pocket Expenses	2,000.00
	<hr/>
	240,200.00
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Sweetwater County Specific Purpose Tax - Joint Powers Board
 State of Wyoming
 Lease Revenue Bonds
 Series 2013

Yield Proof											
P & I Inc. LOC Fee	TIC 2.35513500%	TIC P.V.	P & I Inc. LOC Fee	Premium Principal Adjusted For Cal	Interest Avoided	Adjusted P & I	ARBYLD 2.02731635%	Arbitrage P.V.	P & I Inc. LOC Fee & Remktg. Fee	All-In-Yield 2.48919557%	All-In P.V.
07/30/13	1.00000000						1.00000000			1.00000000	
12/15/13	3,058,296.88	0.99126827	3,031,662.08	3,058,296.88		3,058,296.88	0.99246437	3,035,250.69	3,058,296.88	0.99076602	3,030,056.64
06/15/14	3,358,362.50	0.97972139	3,290,259.58	3,358,362.50		3,358,362.50	0.98250513	3,299,608.38	3,358,362.50	0.97858658	3,286,448.40
12/15/14	4,390,062.50	0.96831878	4,260,979.98	4,390,062.50		4,390,062.50	0.97284583	4,269,976.96	4,390,062.50	0.96655681	4,243,244.82
06/15/15	4,374,287.50	0.95704889	4,166,406.99	4,374,287.50		4,374,287.50	0.96288546	4,211,937.82	4,374,287.50	0.95467495	4,176,022.70
12/15/15	4,770,887.50	0.94581016	4,512,830.94	4,770,887.50		4,770,887.50	0.95322304	4,547,719.88	4,770,887.50	0.94293915	4,498,656.61
06/15/16	4,793,762.50	0.93490107	4,481,693.67	4,793,762.50		4,793,762.50	0.94365757	4,523,670.29	4,793,762.50	0.93134762	4,464,659.29
12/15/16	5,243,662.50	0.92462011	4,845,249.58	5,243,662.50		5,243,662.50	0.93416810	4,898,567.10	5,243,662.50	0.91869858	4,823,637.59
06/15/17	2,537,500.00	0.91326578	2,317,411.93	2,537,500.00		2,537,500.00	0.92481365	2,346,714.64	2,537,500.00	0.90859029	2,305,547.85
06/15/17	2,677,787.50	0.91326578	2,445,631.70	2,677,787.50		2,677,787.50	0.92481365	2,476,454.43	2,677,787.50	0.90859029	2,433,011.71
12/15/17	5,885,387.50	0.90263683	5,312,366.33	5,885,387.50	15,760,000.00	21,645,387.50	0.91553327	19,817,072.44	5,885,387.50	0.89742100	5,281,670.36
06/15/18	6,141,137.50	0.89213118	5,478,700.26	6,141,137.50	(5,760,000.00)	15,937.50	0.90634602	14,444.89	6,141,137.50	0.88638903	5,443,438.89
12/15/18	10,250,000.00	0.88174500	9,037,917.04	10,250,000.00	(10,000,000.00)	(250,000.00)	0.89725066	0.00	10,250,000.00	0.87549266	8,973,799.81
12/15/18	1,515,937.50	0.88174500	1,336,674.85	1,515,937.50	0.00	0.00	0.89725066	1,360,176.38	1,515,937.50	0.87549266	1,327,192.16
58,997,071.88			54,527,584.94	58,997,071.88	0.00	(615,200.00)	68,381,671.88	64,801,692.90	58,997,071.88		54,287,384.94

	TIC	Arbitrage Yield	All In Yield
par	51,080,000.00	51,080,000.00	51,080,000.00
premium	3,721,692.90	3,721,692.90	3,721,692.90
discount	(274,007.96)	0.00	(274,007.96)
oid	0.00	0.00	0.00
supplemental int.	0.00	0.00	0.00
bond ins. Prem	0.00	0.00	0.00
Interest Rate Cap	0.00	0.00	0.00
COI	0.00	0.00	(240,200.00)
acc. int.	0.00	0.00	0.00
Purchase Price	54,527,584.94	54,801,692.90	54,287,384.94
PV of CashFlow	54,527,584.94	64,801,692.90	64,287,384.94
Variance	0.00	0.00	0.00
Yield	2.355135%	2.027316%	2.489196%
	TIC	Arbitrage Yield	All In Yield

Sweetwater County Specific Purpose Tax - Joint Powers Board
 State of Wyoming
 Lease Revenue Bonds
 Series 2013

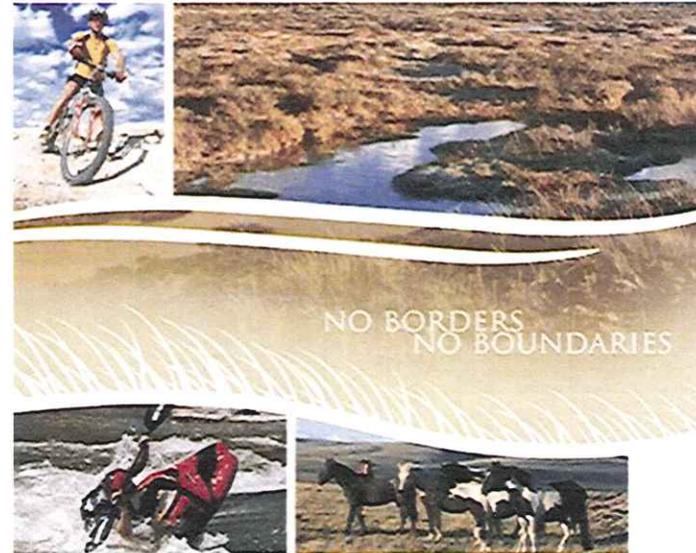
Project %	Rock Springs	Green River	Superior	Granger	Wamsutter	Sweetwater County	Castile Rock Hospital District	Total Rental Payments
0.532971433	0.204008472	0.04870151	0.0311033	0.064257525	0.079305173	0.039652587	1.00000000	
26,210,000.00	10,032,549.04	2,395,000.00	1,529,570.72	3,160,000.00	3,900,000.00	1,950,000.00	49,177,119.76	

Dates Bond Payments

Lease Rental Payments

12/15/13	3,058,296.88	1,629,984.87	623,918.47	148,943.68	95,123.13	196,518.59	242,538.76	121,269.38	3,058,296.88
06/15/14	3,358,362.50	1,789,911.27	685,134.40	163,557.33	104,456.16	215,800.06	266,335.52	133,167.76	3,358,362.50
12/15/14	4,390,062.50	2,339,777.90	895,609.94	213,802.67	136,545.43	282,094.55	348,154.67	174,077.33	4,390,062.50
06/15/15	4,374,287.50	2,331,370.28	892,391.71	213,034.41	136,054.78	281,080.89	346,903.63	173,451.81	4,374,287.50
12/15/15	4,770,887.50	2,542,746.75	973,301.47	232,349.43	148,390.35	306,565.42	378,356.06	189,178.03	4,770,887.50
06/15/16	4,793,762.50	2,554,938.47	977,968.16	233,463.47	149,101.83	308,035.31	380,170.17	190,085.08	4,793,762.50
12/15/16	5,243,662.50	2,794,722.32	1,069,751.57	255,374.28	163,095.21	336,944.77	415,849.56	207,924.78	5,243,662.50
06/15/17	5,215,287.50	2,779,599.25	1,063,962.83	253,992.38	162,212.65	335,121.47	413,599.28	206,799.64	5,215,287.50
12/15/17	5,885,387.50	3,136,743.41	1,200,668.91	286,627.26	183,054.97	378,180.43	466,741.68	233,370.84	5,885,387.50
06/15/18	6,141,137.50	3,273,050.85	1,252,844.08	299,082.67	191,009.64	394,614.30	487,023.97	243,511.99	6,141,137.50
12/15/18	11,765,937.50	6,270,908.57	2,400,350.93	573,018.93	365,959.49	756,050.02	933,099.71	466,549.86	11,765,937.50
	<u>58,997,071.88</u>	<u>31,443,753.95</u>	<u>12,035,902.46</u>	<u>2,873,246.50</u>	<u>1,835,003.64</u>	<u>3,791,005.82</u>	<u>4,678,773.00</u>	<u>2,339,386.50</u>	<u>58,997,071.88</u>

Presentation to the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board



Mary Keating-Scott
Senior Vice President

Paul Taylor
Assistant Vice President

July 16, 2013



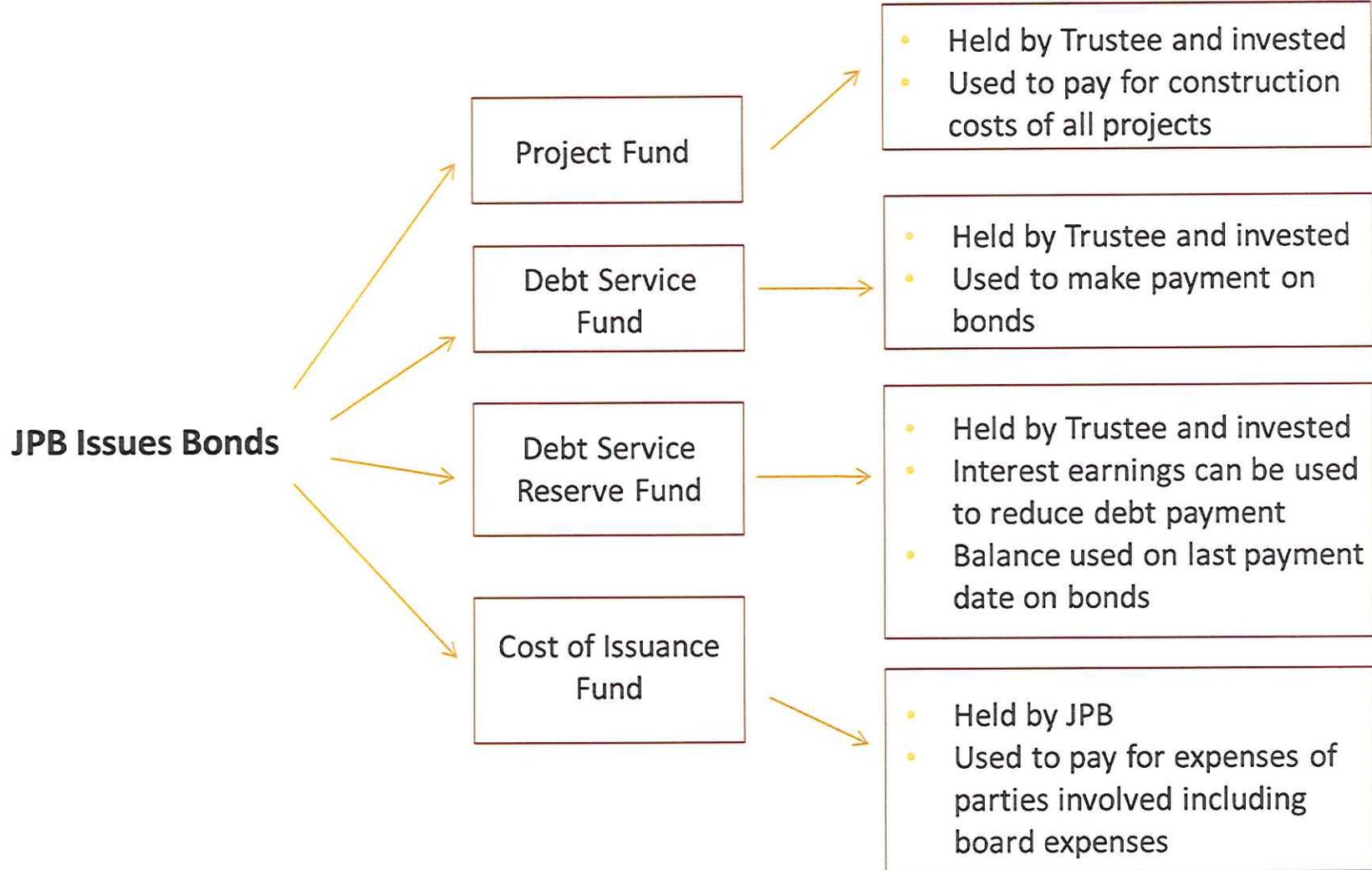
George K. Baum & Company
INVESTMENT BANKERS SINCE 1928

Major Events

- | | |
|--------------------------|--|
| November 6, 2012 | Sweetwater County voters approve 1% Specific Purpose Sales and Use Tax |
| March 29, 2013 | Attorney General approves Joint Powers Board Agreement |
| April 15, 2013 | Joint Powers Board organizational meeting to elect officers and terms |
| June 28, 2013 | Credit Presentation and bond documents submitted to Standard & Poor's |
| July 8, 2013 | Conference call with Joint Powers Board members, George K. Baum & Company and Standard & Poor's |
| July 9, 2013 | Preliminary Official Statement distributed to potential investors |
| July 12, 2013 | Notified by Standard & Poor's of "A-" rating with a Stable Outlook |
| July 16, 2013 | Sale of Joint Powers Board bonds |
| July 16, 2013 | Joint Powers Board meeting to consider Indenture of Trust, Lease and Agreement, Site Lease and bond resolution and bond purchase agreement |
| July 16 – July 25 | Community meetings to adopt financing resolution, site lease, and lease and agreement |
| July 30, 2013 | Close, transfer funds |



Joint Powers Board Funds and Accounts



Specific Purpose Sales and Use Tax Revenue

**Monthly
Sales
and Use Tax
Revenue**



- Deposited to Escrow Account held by County Treasurer and invested
- Used to make Rental Payments after each Participating Agency renews the Lease annually



- County Treasurer forwards payment to Trustee
- Trustee has Debt Service Fund which has a principal account and an interest account



- Trustee makes payment on bonds



Summary of Standard and Poor's Rating Report

- Standard and Poor's assigned the Board's bonds an 'A-' rating with a stable outlook.
- The rating reflects their opinion of:
 - The sound debt service coverage (DSC) based on historical sales tax collections, which could withstand a significant sales tax decrease of more than 30% from actual fiscal 2012 collections and still cover debt service;
 - An expanding retail base with the recent addition of large national retailers;
 - The strong bond provisions, including a closed lien and limited funding outflows; and
 - A short maturity schedule with final maturity in 2019.



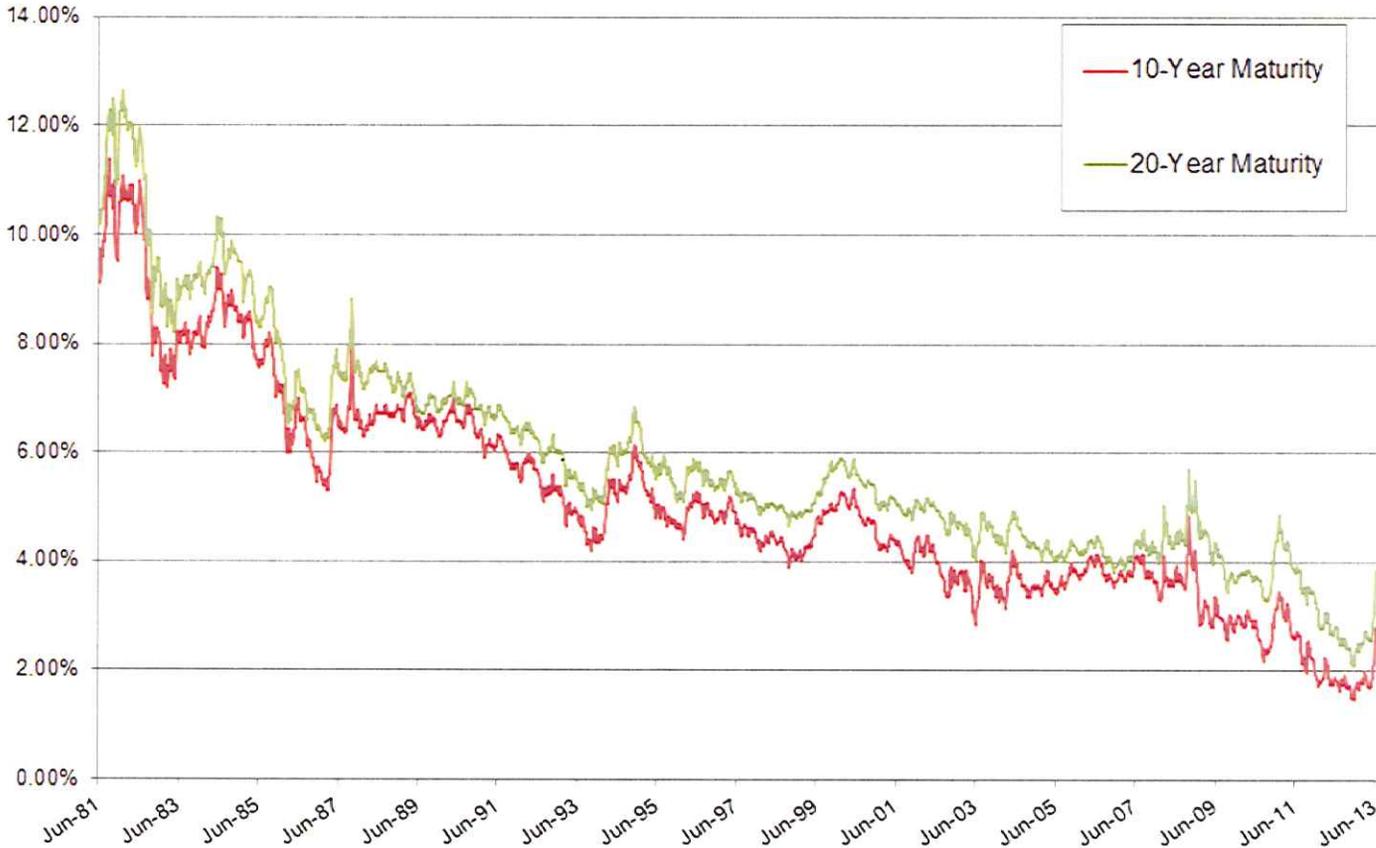
Select Wyoming Issuer Ratings

- AA- \$9,470,000 Campbell County Recreation Center Joint Powers Board Lease Revenue Refunding Bonds, Series 2013
- AA- \$2,355,000 Laramie County Juvenile Services Joint Powers Board Lease Revenue Bonds, Series 2010
- AA- \$12,195,000 Natrona County Certificates of Participation (Lease), Series 2004 and Series 2005
- A+ \$10,365,000 Lincoln County Building Corporation Lease Revenue Bonds, Series 2012
- A+ Big Horn County Refunding Certificates of Participation (Lease), Series 1012
- A- \$20,505,000 Carbon County Specific Purpose Tax Joint Powers Board Lease Revenue Bonds, Series 2010



Current Market Conditions

History of 10- and 20-Year "AAA" MMD Maturities Since June 1981



Sweetwater County 2013 Specific Purpose Tax JPB Final Debt Service Schedule - Series 2013

Debt Service Schedule							
Date	Principal	Coupon	Interest	P & I	Annual P & I	Less DSRF @ 0.5000%	Annual Payment
12/15/13	2,270,000	2.000	788,296.88	3,058,296.88		(9,577.50)	
06/15/14	2,330,000	2.000	1,028,362.50	3,358,362.50	6,416,659.38	(12,770.00)	6,394,311.88
12/15/14	3,385,000	3.000	1,005,062.50	4,390,062.50		(12,770.00)	
06/15/15	3,420,000	4.000	954,287.50	4,374,287.50	8,764,350.00	(12,770.00)	8,738,810.00
12/15/15	3,885,000	5.000	885,887.50	4,770,887.50		(12,770.00)	
06/15/16	4,005,000	4.000	788,762.50	4,793,762.50	9,564,650.00	(12,770.00)	9,539,110.00
12/15/16	4,535,000	5.000	708,662.50	5,243,662.50		(12,770.00)	
06/15/17	2,500,000	3.000	37,500.00	2,537,500.00			
06/15/17	2,120,000	4.000	557,787.50	2,677,787.50	10,458,950.00	(12,770.00)	10,433,410.00
12/15/17	5,370,000	5.000	515,387.50	5,885,387.50		(12,770.00)	
06/15/18	5,760,000	4.000	381,137.50	6,141,137.50	12,026,525.00	(12,770.00)	12,000,985.00
12/15/18	10,000,000	5.000	250,000.00	10,250,000.00			
12/15/18	1,500,000	2.125	15,937.50	1,515,937.50		(5,120,770.00)	
06/15/19	0	4.000	0.00	0.00	11,765,937.50		6,645,167.50
	51,080,000		7,917,071.88	58,997,071.88	58,997,071.88	(5,245,277.50)	53,751,794.38

Dated	07/30/13	Average Coupon	4.367016
		NIC	2.465346
Settlement	07/30/13	TIC	2.355135
		Arbitrage Yield	2.027316
		All In Yield	2.489196
		Bond Years	181,292.50
		Average Life	3.55
		Accrued Interest	0.00

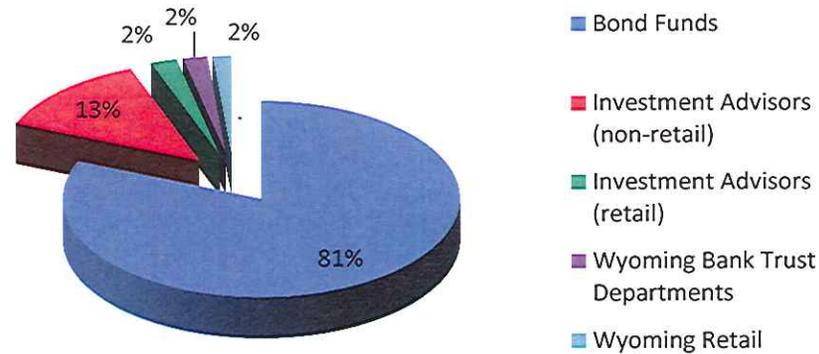


Final Pricing Summary

Par Amount:	\$51,080,000 Sweetwater County 2013 Specific Purpose Tax Joint Powers Board Lease Revenue Bonds
Reserve Fund:	\$5,108,000 Debt Service Reserve Fund funded from bond proceeds
Final Maturity:	12/15/2018
Call Feature:	Bonds are callable on 12/15/2017 and thereafter
True Interest Cost:	2.35% - fixed rate, will not change
Payments:	Semi-annual principal and interest payments due June 15 and December 15. First interest payment due on 12/15/13, first principal payment due 12/15/13



Distribution of Bonds



- \$41,515,000 purchased by Bond Funds
- \$6,695,000 purchased by Investment Advisors (non-retail)
- \$1,090,000 purchased by Investment Advisors (retail)
- \$1,020,000 purchased by Wyoming Bank Trust Departments
- \$760,000 purchased by Wyoming Retail

