

## **NOTICE**

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS  
WILL MEET ON TUESDAY, October 18, 2016 AT 8:30 A.M.**

**IN THE COMMISSIONERS' CHAMBERS  
(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: October 4, 2016

### **ACCEPTANCE OF BILLS**

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

### **COMMISSIONER COMMENTS/REPORTS**

**8:40** Commissioner Wendling  
**8:50** Chairman Johnson  
**9:00** Commissioner Van Matre  
**9:10** Commissioner West  
**9:20** Commissioner Kolb

### **COUNTY RESIDENT CONCERNS**

**9:30**

### **ACTION/PRESENTATION ITEMS**

**9:40** STAR Transit Board Appointment

**9:45** Request Adoption of Inducement Resolution to Refund  
Certain Tax-Exempt Bonds

**10:00** Drop Structure Project Update

- 10:20** Presentation of Sweetwater Solar Energy Project
- 10:40** Sweetwater County Events Complex Update
- 10:55** Sweetwater County Lodging Tax Board: Amendment to Joint Powers Agreement
- 11:15** Approval of the FY 2016 Emergency Management Performance Grant Agreement and Point-of-Contact Form
- 11:20** Letter of Support for WYDOT to Conduct a Speed Study on HWY 374 West of Green River
- 11:25** Request to Re-Staff Vacant Position in the Custodial Dpt.
- 11:35** Request to Re-Staff Vacant Position in the County Attorney's Office

**OTHER**

**11:40**

**EXECUTIVE SESSION AS NEEDED**

**ADJOURN**

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

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

October 4, 2016  
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.*  
The motion carried.

**Approval of Minutes: September 20, 2016**

Chairman Johnson entertained a motion to approve the minutes dated September 20, 2016.  
*Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried.

**Acceptance of Bills**

**Approval of County Vouchers/Warrants, Bonds, and Abates/Rebates**

Chairman Johnson entertained a motion to approve the acceptance of the bills. *Commissioner Wendling so moved. Commissioner West seconded the motion.* The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
71316 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	2,793.32
18687	OPTUM BANK 76411492	CONTRIBUTIONS	555.88
18688	ESQUIBEL, SYLVIA	MILEAGE	862.92
18689	STAFFORD, NANCY	MILEAGE	294.84
71317	CENTURYLINK	PHONE	31.98
71318	CITY OF GREEN RIVER	UTILITIES	171.13
71319	COUNTY VETERANS SERVICE OFFICERS	REGISTRATION	220.00
71320	GROATHOUSE CONSTRUCTION, INC	CONSTRUCTION	586,511.00
71321	PAYMENT REMITTANCE CENTER - 2038	MEAL/LODGING	1,007.97
71322	QUESTAR GAS	UTILITIES	2,965.48
71323	ROCKY MTN POWER	UTILITIES	7,657.26
71324	WALMART COMMUNITY/RFCSELLC-PURCHASING	SUPPLIES	203.16
71325	AMAZON	OFFICE SUPPLIES/EQUIPMENT/SUPPLIES	614.10
71326	CENTURYLINK	PHONE BILL	251.45
71327	CENTURYLINK	PHONE BILL	1,948.78
71328	DIRECTV	TV'S	74.99
71329	PITNEY BOWES INC	RENTAL	180.00
71330	PURCHASE POWER	POSTAGE	108.00
71331	QUESTAR GAS	UTILITIES	1,412.97
71332	ROCKY MTN POWER	UTILITIES	9,961.31
71333	VERIZON WIRELESS	BROADBAND	1,561.71
71334	VONAGE BUSINESS INC	PHONE BILL	2,414.12
71335	WALMART COMMUNITY/RFCSELLC-SHERIFF	INMATE SUPPLIES/SUPPLIES/	622.19
71336	WELLS FARGO	SIRIUS/SUPPLIES/COURSES/MEALS/LODGING/TRAVEL/DIRECTORY/FUEL/UNIFORMS	6,891.62
71337	AARMS	SERVICE	530.00
71338	ACE HARDWARE	SUPPLIES	307.57
71339	AIRGAS USA LLC	SUPPLIES	26.12
71340	ALPINE PURE WATER	RENTAL/WATER	88.00
71341	BENJAMIN FOODS	INMATE FOOD	5,001.45
71342	BI	MONITORING	210.00
71343	BOOKCLIFF SALES INC	PARTS	8.99
71344	BOTTOM LINE MARKETING LLC	SUPPLIES	64.65
71345	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	49.55
71346	CDW GOVERNMENT	MAINTENANCE	9,300.00
71347	CIGNA	PREMIUMS	21,602.25
71348	CITY OF GREEN RIVER	RENTAL	375.00
71349	CITY OF ROCK SPRINGS	RENT	2,791.72
71350	COMMUNICATION TECHNOLOGIES INC	ANTENNA/INSTALLATION	507.11
71351	COPIER & SUPPLY CO INC	CONTRACTS	1,855.41
71352	CRAWFORD SUPPLY COMPANY	COMMISSARY	72.00
71353	DELTA DENTAL	CLAIMS/FEES	38,219.16
71354	DEPARTMENT OF TRANSPORTATION	LICENSE PLATES	1,110.00
71355	DESERT VIEW ANIMAL HOSPITAL	DOG FOOD/VETERINARY	319.66
71356	DUSTBUSTERS INC	RETAINAGE	20,953.97
71357	EDA ARCHITECTS INC	SERVICES	73,004.21
71358	FARSON FEED STORE	GATE	179.00
71359	FIRST CHOICE FORD	PARTS	62.36
71360	FLEETPRIDE	PARTS	15.09
71361	FORCE AMERICA DISTRIBUTING LLC	THERMOSTAT	602.47
71362	G & K SERVICES	SERVICES	300.63
71363	HOMAX OIL SALES INC	FUEL	4,003.78
71364	HORIZON LABORATORY LLC	TOXICOLOGY	733.50

71365	HOSE & RUBBER SUPPLY	PARTS	69.62
71366	JACK'S TRUCK & EQUIPMENT	PARTS/LABOR	4,074.76
71367	JENNY SERVICE CO	INMATE SUPPLIES	964.58
71368	KEEFE SUPPLY COMPANY	COMMISSARY	894.08
71369	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION	297.04
71370	RESCUE TECH INTERNATIONAL	DRYSUITS	1,890.00
71371	MACY'S TRUCK REPAIR INC	TOW/REPAIRS	852.50
71372	MATHEY LAW OFFICE - ASSIGNOR	FEES	2,250.00
71373	MCLEAN, GARRY A	MEAL	61.48
71374	MEADOW GOLD DAIRIES SLC	INMATE FOOD	2,237.90
71375	MED-TECH RESOURCE INC	SUPPLIES	912.61
71376	MEMORIAL HOSPITAL CLINIC	INMATE MEDICAL	285.60
71377	MEMORIAL HOSPITAL OF SWEETWATER CO	MEDICAL	57.00
71378	MOBIL SATELLITE TECHNOLOGIES	BROADBAND	720.00
71379	MOORE MEDICAL, LLC	SUPPLIES	289.32
71380	MOUNTAIN BAY SCUBA 06	NITROX/AIR	152.90
71381	NET TRANSCRIPTS INC	TRANSCRIPT	45.77
71382	NICHOLAS & COMPANY	INMATE FOOD	1,893.05
71383	PACIFIC STEEL & RECYCLING	SUPPLIES	27.50
71384	PERSONNEL EVALUATION INC	PROFILES	40.00
71385	LAW OFFICE OF BOBBY W PINEDA	FEES	3,690.00
71386	QUILL CORPORATION	OFFICE SUPPLIES	1,360.88
71387	ROCK SPRINGS NEWSPAPERS INC	SUBSCRIPTION	127.00
71388	ROCK SPRINGS NEWSPAPERS INC	ADS	557.50
71389	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	550.66
71390	RON'S ACE RENTALS	PARTS	12.42
71391	SAFETY-KLEEN SYSTEMS INC	SUPPLIES	259.44
71392	SECRETARY OF STATE	FEES	60.00
71393	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	4,197.88
71394	SKAGGS COMPANIES INC	UNIFORMS/SUPPLIES	2,875.44
71395	SMITH, PHILIP	FUEL	25.00
71396	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	19,722.40
71397	SWEETWATER CO CIRCUIT COURT	FEES	120.00
71398	SWEETWATER COUNTY HEALTH BOARD	VACCINATION	10.00
71399	SWEETWATER COUNTY INSURANCE	PREMIUMS/BENEFITS/CLAIMS	352,149.83
71400	SWEETWATER MEDICS LLC	BUDGET ALLOCATION	26,702.03
71401	SWEETWATER TROPHIES	FRAMING/SHIPPING	283.17
71402	TEGELER & ASSOCIATES	BONDS	150.00
71403	THE MASTER'S TOUCH LLC	MAILINGS/SUPPORT/SUPPLIES/ POSTAGE	6,330.49
71404	THE PARTRIDGE PSYCHOLOGICAL GROUP	PRE-EMPLOYMENT	1,050.00
71405	THE TIRE DEN INC	TIRES/REPAIRS	812.85
71406	THOMSON REUTERS-WEST PAYMENT CTR	SUBSCRIPTION	1,291.15
71407	SUNRISE ENVIRONMENTAL	SUPPLIES	393.84
71408	TUBBS MD LLC, KENNON C	INMATE MEDICAL	5,000.00
71409	U S FOODS INC	INMATE FOOD	3,830.39
71410	UMR INC	FEES	11,612.60
71411	UNIQUE SIGNS & DESIGN	LETTERING/STRIPING/LOGOS	739.00
71412	UNITED HEALTHCARE INSURANCE CO	FEES	16,470.24
71413	UNIVERSITY OF WYOMING	ANALYSIS	700.00
71414	UNIVERSITY OF WYOMING EXTENSION	BILLING	22,273.25
71415	VENTURE TECHNOLOGIES	SUPPORT	61,115.44
71416	VISION SERVICE PLAN	PREMIUMS	7,488.30
71417	WACO	CONFERENCE	125.00
71418	WARREN TRANSPORT INC	RETAINAGE	26,694.76
71419	WATCH SYSTEMS LLC	MAILINGS	285.76
71420	WILKERSON IV MD PC, JAMES A	AUTOPSY	1,165.00
71421	WORKFORCEQA LLC	TESTING	180.00
71422	WYOMING BEHAVIORIAL INSTITUTE	INVOLUNTARY	2,740.00
71423	WYOMING LAW ENFORCEMENT ACADEMY	CERTIFICATION	550.00
71424	WYOMING MACHINERY COMPANY	PARTS/LABOR	2,449.18
71425	WYOMING PATHOLOGY INC	AUTOPSIES	4,800.00
71426	WYOMING.COM	E-MAIL/WIRELESS	67.95
71427	YOUNG AT HEART CENTER	BUDGET ALLOCATION	21,658.39
71428	YOUTH HOME INC	BUDGET ALLOCATION	45,225.00
<b>GRAND TOTAL:</b>			<b>1,487,527.78</b>

\*\*\*\*\*

The following bonds were placed on file:

Kelly McGovern                      SWCO School District No. 1, Superintendent                      \$50,000.00

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
ANADARKO E&P ONSHORE LLC	-19,969	MEMORIAL PRODUCTION OPERATING LLC	-2,601
ANADARKO E&P ONSHORE LLC	-85,848	KERR MCGEE OIL & GAS ONSHORE LP	-2,367
ANADARKO E&P ONSHORE LLC	-89,320	ANADARKO E&P ONSHORE LLC	-23,837
ANADARKO E&P ONSHORE LLC	-9,518	ANADARKO E&P ONSHORE LLC	-114,620
DE LAGE LANDEN FINANCIAL SVS INC	-5,820	ANADARKO E&P ONSHORE LLC	-27,535
GMT EXPLORATION CO LLC	-39,414	HEXION INC	-8,528
CHEP USA	-1,664	BURKE THOMAS	-712

CHEVRON USA INC	-26	AVAYA FINACIAL SERVICES	-11,561
KERR MCGEE OIL & GAS ONSHORE LP	-1,636	AVAYA FINACIAL SERVICES	-7,372
MEMORIAL PROD OPERATING LLC	-34,722	CHEVRON USA INC	-64,299
URBAN OIL & GAS GROUP LLC	-5,619	CHEVRON USA INC	-488
BP AMERICA PROD CO	-59	M & N VINYL FENCE & CONST	-145
GMT EXPLORATION CO LLC	-16,142	GREAT AMERICA LEASING	-4,325
CROWN ENERGY PARTNERS LLC	-7,866	URBAN OIL & GAS GROUP LLC	-69
CROWN ENERGY PARTNERS LLC	-51,227	URBAN OIL & GAS GROUP LLC	-21,420
CROWN ENERGY PARTNERS LLC	-4,825	WINTHROP RESOURCES CORP	-524
QEP ENERGY CO	-575		

\*\*\*\*\*

## **Commissioner Comments/Reports**

### **Commissioner Kolb**

Commissioner Kolb addressed the homeland security threat that occurred on September 22, 2016. The commission discussed the threat, the break-down of communication, and improving policy and procedures. Commissioner Kolb reported on the meetings he attended including the Ambulance Board and the Wyoming Association of County Officers (WACO) which also included various subcommittee meetings. Commissioner Kolb noted that he spoke with Land Use Director Eric Bingham, Deputy County Attorney Jim Schermetzler, County Attorney Danny Erramouspe, County Clerk Dale Davis, Accounting Manager Bonnie Berry and Public Land Specialist Mark Kot. Commissioner Kolb explained that he looks forward to the upcoming meeting between himself, Chairman Johnson, and two hospital board members to address agreements between the two boards.

### **Commissioner Wendling**

Commissioner Wendling reported on the meetings he attended including the Bairoil Town Council, the Library Board, a public meeting regarding the Fontanelle Level II Water Project, and the Wyoming Association of County Officers (WACO) meeting.

### **Chairman Johnson**

Chairman Johnson read aloud the facility report received from Facilities Manager Chuck Radosevich. Chairman Johnson reported on the meeting he attended for the Wyoming Association of County Officers (WACO). Chairman Johnson stressed that the State of Wyoming owes cities, towns and counties a true definition of a rainy day fund. Chairman Johnson shared his concerns that Southwest Wyoming is not adequately represented in Wyoming County Commissioner Association (WCCA) executive committees. Chairman Johnson addressed his concerns with the Title 25 Committee. Chairman Johnson explained that he will be attending Rock Springs RMP meetings.

### **Commissioner Van Matre**

Commissioner Van Matre reported that he will be attending the SLIB Board meeting on October 5, 2016. Commissioner Van Matre noted that he spoke with IT Director Tim Knight as well as Sublette County Commissioners to address the Veteran Services Office. Commissioner Van Matre reported on the meeting he attended for the Wyoming Association of County Officers (WACO) including various subcommittees.

### **Commissioner West**

Commissioner West explained that he received a call from Castle Rock Hospital District CEO Bailey Dockter relative to them previously turning over operations/management of the convalescent center and the Villa to Missions; noting that Missions has been operating under a lease to Castle Rock Hospital District. Commissioner West explained that Missions would like to move forward with changes and improvements to those properties and is unable to proceed because they don't own the properties. Commissioner West explained that Castle Rock has been trying to find a way to deed over the properties to Missions and had contacted 6<sup>th</sup> Cent Bond Attorney Barbara Bonds who had found a way for this to be accomplished explaining that Sweetwater County has enough in the escrow account for the bonds and could essentially loan that to Castle Rock and defease their share of the bonds and the county would then receive what Castle Rock would have received until the bonds are paid off. Commissioner West explained that Castle Rock Hospital will present a formal request at a future meeting. Commissioner West reported on the meetings he attended including the Fair Board, the Board of Health, a public meeting regarding the Fontanelle Level II Water Project, and noted that Southwest Counseling canceled their meeting due to lack of a quorum. Commissioner West explained that he had the opportunity to view the New Studio/Old Memories Exhibit. Commissioner West read aloud the public works report received from Public Works Director Gene Legerski.

## **County Resident Concerns**

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

### **Break**

Chairman Johnson called for a break.

## **Action/Presentation Items**

### **Approval of the FFY 2017 TANF CPI Grant**

Grants Manager Krisena Marchal and Family Resource Center Executive Director Kathy Garrison presented the FFY 2017 TANF CPI Grant. Following discussion, *Commissioner West moved to approve,*

*and authorize the Chairman to sign, the Federal Fiscal Year 2017 TANF CPI Grant Contract, and Subcontracts between Sweetwater County and Climb Wyoming and the Sweetwater County Family Resource Center. Commissioner Wendling seconded the motion. The motion carried.*

**Letter of Support for the Family Resource Center’s 2016 Access and Visitation Grant Application**

Grants Manager Krisena Marchal and Sweetwater Family Resource Center Executive Director Kathy Garrison presented the letter of support for the grant application. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the chairman to sign, the letter of support for the Sweetwater Family Resource Center 2016 Access and Visitation Grant Application. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion. The motion carried.*

**Domestic Violence Awareness Month Proclamation**

YWCA of Sweetwater County Executive Director Lauren Schoenfeld, Family Justice Center Program Director Aimee Gatzke, and Board Member Margaret Gibbons presented the Domestic Violence Awareness Month Proclamation. Following discussion, Commissioner Van Matre read the proclamation aloud. Chairman Johnson entertained a motion to approve the Proclamation to support National Domestic Violence Awareness Month. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion. The motion carried.*

**PROCLAMATION**

WHEREAS: The YWCA Sweetwater County Family Justice Center recognizes and participates in a Public Awareness Campaign to support National Domestic Violence Awareness Month; and

Domestic Violence Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services and assistance to victims; and

Acts of domestic violence occur every 18 seconds in the United States; and

Domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

Too often, the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and

Domestic violence survivors and their advocates in Sweetwater County have rallied to the cause of Victim Justice; and

The government and citizens of Sweetwater County fully recognize the need to treat victims with dignity and compassion;

NOW THEREFORE, WE, the Sweetwater County Board of County Commissioners, hereby proclaim the month of OCTOBER 2016, to be

**DOMESTIC VIOLENCE AWARENESS MONTH**

And call upon our citizens to stand together against domestic violence, offer support and understanding to survivors, and participate in domestic violence awareness activities. Purple ribbons will be available throughout the community to wear in support of awareness of domestic violence during the month of October and Silent Witness Vigil and Memorial is October 13, 6:00 PM at Bunning Park in Rock Springs, Wyoming.

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Reid O. West, Member

\*\*\*\*\*

**Road & Bridge Equipment Lease Approval**

Purchasing Manager Marty Dernovich and Public Works Director Gene Legerski presented the lease bid for the Road and Bridge motor grader equipment. Following discussion, Chairman Johnson entertained a motion to approve the equipment lease as presented and award the lease to US Bank with an interest rate of 1.51%. *Commissioner West so moved. Commissioner Wendling seconded the motion. Following further discussion, the motion carried.*

**Update on Communities Protecting the Green**

Communities Protecting the Green River Co-Chair Don Hartley and Attorney Richard Mathey provided an update on Communities Protecting the Green and recommended that, when the commission considers membership to Communities Protecting the Green Board, they look at relationships with institutional knowledge with the issues that are faced. Following discussion, the commission expressed their appreciation for the update.

**West Side W-K Lift Station Update**

Keller Associates, Inc. Project Manager Kye Kreusel, West Side Water & Sewer District Board President Brian Kelly and Recording Secretary Tracy Wylie provided an update on the West Side W-K Lift Station Project. Following discussion, the commission expressed their appreciation for the update.

**Discussion Regarding Response to Letter Received from Mr. Gerard D. Klein, CEO of Memorial Hospital of Sweetwater County**

County Clerk Dale Davis and Accounting Manager Bonnie Berry addressed the letter received from Memorial Hospital CEO Jerry Klein regarding verbiage on the budget resolution. Ms. Berry presented a response letter for the commissioner's consideration. Following discussion, *Commissioner Kolb moved for the Board of County Commissioners to sign that letter and send that letter as a response and to include previous years of information showing the history. Commissioner West seconded the motion.* Following further discussion, the motion carried.

**Request Approval for Payment of Flu Vaccinations for Employees and Retirees of Sweetwater County and Component Units**

Human Resource Director Garry McLean presented the request for payment of flu vaccinations for employees and retirees of Sweetwater County and component units. *Commissioner West moved to approve the request. Commissioner Wendling seconded the motion.* The motion carried.

**Request Approval of Financial Renewal Amendment with UMR**

Human Resource Director Garry McLean presented the financial renewal amendment with UMR. Chairman Johnson entertained a motion to approve the financial renewal amendment and authorize the Chairman to sign said amendment. *Commissioner Wendling so moved. Commissioner Van Matre seconded the motion.* The motion carried.

**Other**

Commissioner Kolb explained that Sweetwater Medics has requested authorization to transfer coverage of services for a period of 12 hours to allow staff to attend their co-workers funeral. Following discussion, *Commissioner Kolb moved to allow Sweetwater Medics to attend a funeral for 12 hours and have the associated services covered by the appropriate means; specifically Castle Rock and Sublette County. Commissioner West seconded the motion.* Following further discussion, the motion carried.

**Executive Session(s)-Personnel/Legal**

Chairman Johnson entertained a motion to enter into executive session for personnel and legal. *Commissioner Kolb so moved. Commissioner Wendling seconded the motion.* The motion carried. A quorum of the commission was present.

After coming out of executive session, *Commissioner West moved to approve the modified Sweetwater County Voluntary Separation Program Agreement and release with Robert J. Robinson. Commissioner Wendling seconded the motion.* The motion carried.

**Adjourn**

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

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

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Reid O. West, Member

ATTEST:

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\*\*\*\*\*

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	10/7/2016	244,607.71	71464-71478	18690
EAL	10/14/2016	26,393.18		
EAL	10/18/2016	1,593,023.77		
EAL				
			Check #	Advice #
	Payroll Run	1,351,911.80	Payroll: 71429-71463	18425-18686
	Payroll Run			
	Payroll Run			
TOTAL AMOUNT		\$3,215,936.46		

John Kolb should abstain from approving the voucher to Alpha Petroleum Service Inc for \$2,900.00  
Vouchers in the above amount are hereby approved and ordered paid this date of 10/18/16

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

\_\_\_\_\_  
John K. Kolb, County Commissioner

\_\_\_\_\_  
Don Van Matre, County Commissioner

\_\_\_\_\_  
Randal M. Wendling, County Commissioner

Attest:

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

\_\_\_\_\_  
Reid O. West, County Commissioner

**Authorization for Monthly Reports**

**10-18-16**

1. **Sheriff's Office**
2. **Clerk of District Court**

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

Attest:

\_\_\_\_\_  
Donald Van Matre, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

# MONTHLY STATEMENT

Statement of the Earnings or Collections of Mike Lowell

as Sheriff within and for the County of Sweetwater

State of Wyoming, for the month ending September 30, 20 16, and reported to the Board of County Commissioners of said County.

<p>COUNTY CLERK,</p>	<p>Recording Fees, -----            Marriage Licenses, -----            Chattel Mortgages, -----            Motor Certificates of Title, -----            Sale of County Property, -----            Miscellaneous Receipts, -----            Total Receipts, -----</p>		
<p>CLERK, DISTRICT COURT,</p>	<p>Civil Fees, -----            Probate Fees, -----            Criminal fines and Costs, -----            Miscellaneous Fees, -----            Total Earnings, -----</p>		
<p>SHERIFF, -----</p>		5515	00
<p>ASSESSOR, -----</p>			
-----			
-----			
-----			

STATE OF WYOMING )  
 County of Sweetwater )ss.  
 )

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.

WITNESS my hand and seal this 30 day of September, 20 16.

Mike Lowell, County Sheriff  
 -----  
*Mike Lowell*  
 -----

**Monthly Statement**

Statement of the earnings or collections of **Donna Lee Bobak** as **Clerk of District Court** within and for the county of Sweetwater, state of Wyoming, for the month ending:

**SEPTEMBER, 2016**

Reported to the Board of County Commissioners of said County.

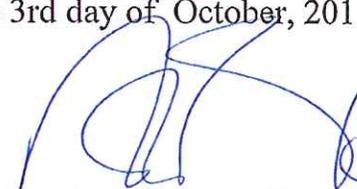
<u>CIVIL FEES</u> .....	\$	6,691.98
Code: DC		
<u>BOND FORFIETED</u> .....	\$	40,000.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u> .....	\$	207.98
Code: CF		
TOTAL EARNINGS .....	\$	46,899.96

Clerk of District Court Check # 11234

STATE OF WYOMING  
COUNTY OF SWEETWATER

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer, during the month above mentioned, and that the same has been by me paid into the county treasury

Witness, my hand and seal this 3rd day of October, 2016.

  
\_\_\_\_\_  
Donna Lee Bobak, Clerk of District Court



THE DISTRICT COURT OF WYOMING  
SEAL  
SWEETWATER COUNTY

**Authorization for Bonds**  
**10-18-16**

Harry Horn                      Memorial Hospital of SWCO, Treasurer                      \$50,000.00

THE BOARD OF COUNTY COMMISSIONERS  
FOR SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Donald Van Matre, Member

Attest:

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Steven Dale Davis, County Clerk

\_\_\_\_\_  
Reid O. West, Member

\_\_\_\_\_  
James P. Schermetzler, Deputy County Attorney

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-55030544**

That we Harry Horn of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Memorial Hospital of Sweetwater County, the State of Wyoming, in the penal sum of Fifty Thousand & no/100 DOLLARS (\$ 50,000.00),  
(NOT VALID IF FILLED IN FOR MORE THAN \$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 6th day of July, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed  Elected  to the office of Treasurer in the Memorial Hospital of Sweetwater County, and State aforesaid for the term beginning July 6, 2016, and ending July 6, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.

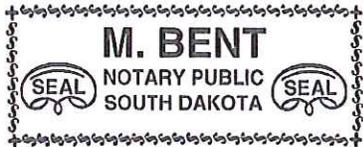
Harry Horn Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

### ACKNOWLEDGMENT OF SURETY

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss. (Corporate Officer)

On this 6th day of July, 2016, 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.



My Commission Expires March 2, 2020

M. Bent  
Notary Public

Western Surety Company  
1-605-336-0850

OATH OF OFFICE

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

[Signature]

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Harry Horn  
on this 21<sup>st</sup> day of September, 2016  
My commission expires: July 29, 2017

CINDY R. NELSON  
Wyoming  
Notary Public, County of Sweetwater  
My Commission Expires  
July 20, 2017

[Signature]  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 21<sup>st</sup> day of September, 2016, before me, personally  
appeared Harry Horn, 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 Mr. Horn's free act and deed.

My Commission expires  
July 20, 2017

[Signature]  
Notary Public, Wyoming

CINDY R. NELSON  
Wyoming  
Notary Public, County of Sweetwater  
My Commission Expires  
July 20, 2017

## Authorization for Abate/Rebate of Ad Valorem Taxes

**October 18, 2016**

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
	MERIDIAN LEASING CORP	151517	151	-1,194.00	2016	-87.30	ALREADY ON 149274	103316
2016-0656	BP AMERICA PROD CO	62880	100	-2,051.00	2014	-131.42	DOR	103416
2016-0658	BP AMERICA PROD CO	62880	100	-858.00	2014	-54.98	DOR	103516
2016-0677	BP AMERICA PROD CO	62880	100	-339.00	2014	-21.72	DOR	103616
2016-0663	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-13,808.00	2014	-959.05	DOR	103716
2016-0663	MEMORIAL PRODUCTION OPERATING LLC	151736	200	-1,120.00	2014	-75.38	DOR	103816
2016-0675	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-22.00	2014	-1.53	DOR	103916
2016-0675	MEMORIAL PRODUCTION OPERATING LLC	151736	200	-23.00	2014	-1.55	DOR	104016
	WARPNESS JENNIFER C & BAKKALA DEANNA L	147331	105	-4,244.00	2016	-323.00	MOVED OUT OF COUNTY	104116
2016-0683	KERR MCGEE OIL & GAS ONSHORE LP	138979	200	-3,687.00	2014	-248.16	DOR	104216



## Sweetwater County Board Appointments

### Star Transit

#### 3 Year Term

Due to resignation of Sarah (Summer) Havens- effective 10-11-16

This will fill an unexpired term through 7-1-19

Did not receive application for consideration of re-appointment

#### ELIGIBLE FOR RE-APPOINTMENT

n/a

Yes	No

#### New Applicant(s)-

Stephen Shea

Yes	No

## Sally Shoemaker

---

**From:** admin <admin@ridestartransit.com>  
**Sent:** Tuesday, October 11, 2016 3:30 PM  
**To:** Sally Shoemaker  
**Subject:** FW: Star Board

RECEIVED

OCT 11 2016

SWEETWATER COUNTY  
COMMISSIONER'S OFFICE

Sally

Here is the email from Summer Havens. Steve said he would get the application to you before noon tomorrow.

Thanks again for your help.

Judy

**From:** S Havens [<mailto:sasuhavens@gmail.com>]  
**Sent:** Tuesday, October 11, 2016 3:03 PM  
**To:** admin <[admin@ridestartransit.com](mailto:admin@ridestartransit.com)>  
**Cc:** Richard Baxter, III <[rbax100@hotmail.com](mailto:rbax100@hotmail.com)>  
**Subject:** Re: Star Board

Hi Judy,

I must apologize. I had every intention of attending each meeting and finding every way possible to be helpful. When I applied for and accepted the position I was working in Rock Springs at a Mon- Fri 8-5 position so going right around the corner for the meeting was easy. However, in the last few months I have switched to a much more sporadic schedule and work in Green River. Unfortunately I must step down from the board, as you deserve to have board members who are able to attend meetings on a regular basis. I apologize for any inconvenience and appreciate the opportunity that was given to me.

On Oct 10, 2016 5:27 PM, "admin" <[admin@ridestartransit.com](mailto:admin@ridestartransit.com)> wrote:

Good afternoon Summer,

I wanted to check and make sure everything is ok with you. We have not seen you at a board meeting since July and I'm wondering if you are still available to sit on STAR's Board? If you are unable to please let me know so we can find you a replacement.

Thank you

Judy

**Sally Shoemaker**

**From:** Stephen Shea <sjshea@wyoming.com>  
**Sent:** Tuesday, October 11, 2016 10:03 PM  
**To:** Sally Shoemaker  
**Subject:** STAR Transit Board Application from Steve Shea

**RECEIVED**  
**OCT 11 2016**  
**SWEETWATER COUNTY**  
**COMMISSIONER'S OFFICE**

Judy Owens from STAR told me I needed to get the application form to

**Application for Board Appointment to a  
Sweetwater 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\*\***

<b><u>Joint Powers Boards</u></b>	<b><u>County Agency Boards</u></b>
<input type="checkbox"/> Airport Board	<input type="checkbox"/> Events Complex (Fair Board)
<input type="checkbox"/> Upper Green River Joint Powers Water Board	<input type="checkbox"/> Library Board
<input type="checkbox"/> Joint Powers Water Board	<input type="checkbox"/> Museum Board
<input type="checkbox"/> Community Juvenile Services Board	<input type="checkbox"/> Memorial Hospital Board
<b><u>District Boards</u></b>	<input type="checkbox"/> Parks & Recreation Board
<input type="checkbox"/> Solid Waste Disposal District No. 1 (Rock Springs)	<input type="checkbox"/> Southwest Counseling
<input type="checkbox"/> Eden Valley Solid Waste Disposal District	<input type="checkbox"/> Other
<input type="checkbox"/> Solid Waste Disposal District No. 2 (Bairoit/Wamsutter)	<input type="checkbox"/> Other
<input type="checkbox"/> District Board of Health	<input type="checkbox"/> Other
<b><u>Other County Appointed Boards</u></b>	
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Joint Travel & Tourism Board
<input checked="" type="checkbox"/> Sweetwater Transit Authority Resources (STAR)	<input type="checkbox"/> Predatory Animal Board
<input type="checkbox"/> Community Fine Arts Center	<input type="checkbox"/> Miners Hospital Board

The specific skills, knowledge, and experience I bring to this Board are: (attach a separate page)

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

**APPLICANT CONTACT INFORMATION:**

NAME: <u>Stephen Shea</u>	Signature: <u>Stephen Shea</u>
ADDRESS: <u>802 Bushnell Ave</u>	<b><u>Please Return Application to:</u></b>
<u>Rock Springs, WY</u>	Sally Shoemaker, Clerk
Phone: <u>350-5954</u>	80 W Flaming Gorge Way, Suite 109
E-mail: <u>sjshea@wyoming.com</u>	Green River, WY 82935
	Phone: 307-872-3897 or fax 307-872-3992
	E-mail: shoemaker@sweet.wy.us

Here it is, attached.

If this doesn't qualify, call me at 307-350-5954 and I will get another version to you.

Steve Shea

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> October 18, 2016	<b>Presenters Name &amp; Title:</b> Brian Blair Assistant Treasurer, Corporate Finance
<b>Department or Organization:</b> FMC Corporation	<b>Contact Phone and E-mail:</b> 215-299-6506 Brian.Blair@fmc.com
<b>Exact Wording for Agenda:</b> Request Adoption of Inducement Resolution to Refund Certain Tax-Exempt Bonds	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Action Item; 10 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Yes	<b>Will handouts require SIGNATURES:</b> Yes
<b>Additional Information:</b>	
In December 2005, Sweetwater County issued its \$90 million tax-exempt Solid Waste Disposal Refunding Revenue Bonds and loaned the proceeds to FMC Corporation to refund bonds originally issued by the County in 1994. The proceeds of the 1994 bonds were also loaned to FMC to build certain solid waste disposal facilities at the trona mining and soda ash manufacturing facilities near Green River. In accordance with federal tax and Wyoming laws, FMC now seeks the County's assistance to issue a series of 2016 tax-exempt bonds to refund the 2005 bonds. Similar to the prior bond financings, the 2016 bonds will not be a debt of the County, but solely a debt of FMC.	

### • INSTRUCTIONS

- 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](mailto: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.

## Sally Shoemaker

---

**From:** Todd Freier <freier@chapman.com>  
**Sent:** Wednesday, October 12, 2016 11:10 AM  
**To:** Sally Shoemaker  
**Cc:** James Schermetzler; Dale Davis - County Clerk; William Libit  
**Subject:** FMC Agenda Item: BOCC October 18, 2016 Meeting (Email 1 of 2)  
**Attachments:** FMC Oct. 18 Agenda Request.pdf; ATT00001.htm; Inducement Resolution 4075327.01.07.docx; ATT00002.htm; BAML\_G17Disclosure.pdf; ATT00003.htm

Email 1 of 2 (containing the three highlighted attachments)

Ms. Shoemaker:

Good morning. In connection with FMC Corporation's request to refund certain outstanding tax-exempt bonds issued by Sweetwater County and to place this item on the Sweetwater Board of County Commissioners' October 18 meeting agenda, please find the following documents:

- **Board of County Commissioners Meeting Request Form**
- **Inducement Resolution No. 16-10-CC-01, including proceedings**
- Information regarding FMC Corporation (responsive to Section 3 of the County's policy to issue industrial development revenue bonds) – please note that due to its size, this document will be sent by way of a separate email
- **Letter to Sweetwater County and FMC Corporation from Merrill Lynch, Pierce, Fenner & Smith Incorporated (regarding certain disclosures in connection with the proposed issuance of tax-exempt refunding bonds)**

Please let me know if you have any questions regarding this email or the attached, or if you need anything further. I kindly request that you confirm receipt of this email.

Again, thank you for your help with this matter, it is appreciated.

Best regards,  
Todd.

**Please consider the Environment before printing this email.**

**Chapman and Cutler LLP is an Illinois limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997).**

**NOTICE OF CONFIDENTIALITY: The information contained in this email transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this email transmission is strictly prohibited. If you**

**have received this email transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.**

---

This email has been scanned for email related threats and delivered safely by Mimecast.  
For more information please visit <http://www.mimecast.com>

---

The Board of County Commissioners of Sweetwater County, Wyoming, met in regular session at 8:30 A.M. on October 18, 2016 at the regular meeting place of said Board in the County Courthouse in Green River, Wyoming. The meeting was called to order and there were present, Wally Johnson, Chairman, in the chair, and the following named Commissioners:

John Kolb  
Don Van Matre  
Randy Wendling  
Reid West

Absent: None.

\* \* \*

Commissioner \_\_\_\_\_ introduced and caused to be read a resolution entitled, "AUTHORIZATION TO PROCEED TOWARD THE ISSUANCE AND SALE OF \$90,000,000 SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS (FMC CORPORATION PROJECT) SERIES 2016 OF SWEETWATER COUNTY, WYOMING, TO REFUND REFUNDING REVENUE BONDS PREVIOUSLY ISSUED TO REFUND BONDS ISSUED TO FINANCE COSTS OF CERTAIN SOLID WASTE DISPOSAL FACILITIES FOR FMC CORPORATION," and moved for its adoption; seconded by Commissioner \_\_\_\_\_. After due consideration of said resolution by the Board, the Chairman put the question on the motion and upon the roll being called the following named Commissioners voted:

AYE: Wally Johnson  
John Kolb  
Don Van Matre  
Randy Wendling  
Reid West

NAY: None.

Whereupon, the Chairman declared said resolution duly adopted and signed his approval thereto.

\* \* \*

*(Signature page follows.)*

There being no further business, on motion duly made, seconded and carried, the meeting duly adjourned.

SWEETWATER COUNTY, WYOMING

---

Chairman

---

County Clerk

## RESOLUTION NO. 16-10-CC-01

AUTHORIZATION TO PROCEED TOWARD THE ISSUANCE AND SALE OF \$90,000,000 SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS (FMC CORPORATION PROJECT) SERIES 2016 OF SWEETWATER COUNTY, WYOMING, TO REFUND REFUNDING REVENUE BONDS PREVIOUSLY ISSUED TO REFUND BONDS ISSUED TO FINANCE COSTS OF CERTAIN SOLID WASTE DISPOSAL FACILITIES FOR FMC CORPORATION.

WHEREAS, Sweetwater County, Wyoming (the "*County*"), is authorized pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as amended (the "*Act*"), to issue revenue bonds to defray the cost of acquiring or improving any land, building, pollution control facility, including solid waste disposal facilities, or other improvement and all necessary and appurtenant real and personal properties, whether or not in existence, suitable for manufacturing, industrial, commercial or business enterprises, and to refund the same; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the County has heretofore issued its \$90,000,000 Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 (the "*Prior Bonds*") in order to refund certain bonds previously issued by the County to finance the costs of acquiring, improving, constructing and installing certain facilities for the disposal of solid wastes (the "*Project*") at the trona mining and soda ash manufacturing facilities previously owned by FMC Corporation, a Delaware corporation (the "*Company*") and now owned by Tronox Alkali Wyoming Corporation, a Delaware corporation, located in the County; and

WHEREAS, the Company has requested that the County agree to authorize, issue, sell and deliver, at a future time mutually agreeable to the County and the Company, the County's Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 in an

aggregate principal amount of \$90,000,000 (the “*Bonds*”), pursuant to and in accordance with the provisions of the Act, in order to refund the Prior Bonds; and

WHEREAS, it is contemplated that a loan agreement (the “*Loan Agreement*”) with respect to refunding the Prior Bonds will be executed by the Company and the County contemporaneously with the issuance of the Bonds, providing for the payment by the Company of sums sufficient in amount to pay the principal of, and premium, if any, and interest on the Bonds and any expenses of the County in connection with the Bonds as the same become due and payable; and

WHEREAS, in connection with the issuance of the Bonds and in accordance with the County’s policy for issuing industrial development revenue bonds (the “*Policy*”), the County will charge the Company an issuance fee of \$1,000, plus actual expenses of the County incurred in connection with the issuance of the Bonds, and the Company has agreed to pay such amounts; and

WHEREAS, this Board of County Commissioners has determined that refunding the Prior Bonds will serve the purposes of the Act:

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of Sweetwater County, Wyoming, as follows:

*Section 1.* Based upon information presented to the Commissioners by the Company and in accordance with the Act and the Policy, the Commissioners hereby agree to proceed toward the issuance by the County of the Bonds.

*Section 2.* The County hereby agrees that it will authorize and issue the Bonds, in an aggregate maximum principal amount of \$90,000,000, and will take all further action which is necessary or desirable in connection therewith, and its officers are hereby authorized and directed to take all actions necessary or desirable in connection with refunding the Prior Bonds.

*Section 3.* The County will authorize and execute prior to or contemporaneously with the issuance of the Bonds (a) the Loan Agreement whereby the Company will make payments sufficient to pay all of the principal of, and premium, if any, and interest on the Bonds, and (b) such other instruments and documents as shall be necessary or desirable in connection with the issuance of the Bonds and the refunding of the Prior Bonds.

*Section 4.* Costs of refunding the Prior Bonds will be paid out of the proceeds from the sale of the Bonds and moneys to be provided by the Company, and the Bonds will not be a general obligation of the County, nor shall the Bonds, including interest thereon, constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers, but the Bonds shall be secured and payable only by a pledge of the payments derived from the Company pursuant to the Loan Agreement.

*Section 5.* Nothing contained in this Resolution shall constitute a general obligation of the County, within the meaning of the constitution or statutes of the State of Wyoming nor give rise to the pecuniary liability of the County, or a charge against its general credit or taxing powers.

*Section 6.* That this Resolution and the entire proceedings had in its adoption shall forthwith be published in the *Rock Springs Daily Rocket-Miner*, a newspaper published in Rock Springs, Wyoming, and of general circulation in Sweetwater County, Wyoming.

*Section 7.* That the provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

*Section 8.* That all resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

*Section 9.* All action (not inconsistent with the provisions of this Resolution) heretofore taken by the Commissioners and the officers of the County with respect to refunding the Prior Bonds and the authorization, issuance and sale of the Bonds be, and the same hereby is, ratified, approved and confirmed.

*Section 10.* Immediately after its adoption, this Resolution shall be signed by the Chairman and the County Clerk, shall be recorded in a book kept for that purpose and shall take immediate effect.

Passed and approved October 18, 2016.

---

Chairman

(SEAL)

Attest:

---

County Clerk

STATE OF WYOMING            )  
  )  
COUNTY OF SWEETWATER    )

I, Dale Davis, being first duly sworn, do hereby depose and certify that I am the duly qualified and acting County Clerk of Sweetwater County, Wyoming; that as such I have in my possession, or have access to, the complete corporate records of Sweetwater County, Wyoming and of its Board of County Commissioners; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken by the Board of County Commissioners of Sweetwater County, Wyoming on October 18, 2016, in connection with the proposed issuance of solid waste disposal refunding revenue bonds for FMC Corporation.

WITNESS my hand and the corporate seal of Sweetwater County, Wyoming hereto affixed, this 18th day of October, 2016.

---

County Clerk

[SEAL]

\* Includes only relevant excerpts from original Sept. 30 submission.



FMC Corporation  
2929 Walnut Street  
Philadelphia, PA 19104  
USA

215.299.6668  
fmc.com

September 30, 2016

James P. Schermetzler  
Sweetwater Deputy County Attorney  
80 West Flaming Gorge Way, Suite 21  
Green River, WY 82935

Re: Sweetwater County, Wyoming Solid Waste Disposal Refunding Revenue Bonds  
(FMC Corporation Project)

Dear Mr. Schermetzler,

Please find enclosed FMC Corporation's responses to Section 3 of Sweetwater County's Policy Concerning the Issuance of Industrial Development Revenue Bonds, including attachments, required to be completed in connection with the application for issuance of refunding bonds by Sweetwater County.

Should you have any questions or require any additional information, please do not hesitate to contact me at 215-299-6506 or [brian.blair@fmc.com](mailto:brian.blair@fmc.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Blair'.

Brian Blair

cc: Randy Towers  
Bill Libit

Enclosures

**FMC CORPORATION – RESPONSES TO SECTION 3 OF  
SWEETWATER COUNTY POLICY CONCERNING THE ISSUANCE OF  
INDUSTRIAL DEVELOPMENT REVENUE BONDS**

3. Applicant Financial Information: The County, in evaluating proposals for industrial development revenue bonds, shall protect the County's fiscal condition, and therefore shall require sufficient documentation and proof from the applicant to establish the feasibility of the project and the financial responsibility and capacity of the applicant. The following information shall be provided to county officials for their evaluation of the project at least thirty (30) days prior to any scheduled meeting with the county officials.

(A) A project description which includes a complete list of assets to be purchased or constructed and the estimated life of such assets, the estimated cost of constructing and acquiring the project, and the cost of issuing the industrial development revenue bonds.

This bond financing is a refunding of prior bonds issued by the Authority on behalf of the Company in 2005 (the "2005 Bonds"). There are no costs of constructing or acquiring the project because it is a refunding. The 2005 Bonds were issued to refund prior series of bonds that were issued to finance certain solid waste disposal facilities then owned by the Company. See attached Project and Refunding Certificate for a description and costs of the facilities. Costs of issuing the bonds will not exceed 2% of the aggregate principal amount of bonds issued, which is expected to not exceed \$1,800,000.

(B) A description statement of how the proposed project will benefit the County and satisfy the requirements of Section 2(C) herein.

See Section 1 of attached Authority resolution for the 2005 Bonds.

(C) A description of any alternative forms of financing that were considered by the applicant and the applicant's reasons for pursuing industrial development revenue bond financing.

No alternative forms of financing were considered. The reason for pursuing industrial development revenue bond financing is to refund for interest savings the 2005 Bonds.

(D) Applicant's background and history in the County and a description of its present operations.

The Company has previously constructed solid waste disposal facilities in the County (see (A) above). The Company is a public company and files an annual report with the Securities and Exchange Commission in the Company's Form 10-K (the "10-K"). This information can be found in Part I, Item 1 of the 10-K attached hereto.

(E) A resume from each of the principals and key employees of applicant, including directors and officers if the applicant is a corporation, and all partners if the applicant is a partnership.

See Part 1, Item 4A of the attached 10-K.

(F) Historical financial information for the applicant for the previous five (5) years, or for the entire time the applicant has conducted business if the applicant has not been in the business for five (5) years, including: (1) sales, (2) gross profits, (3) net income, (4) cash flow,

(5) net worth, (6) earnings available for debt service, (7) net fixed assets, (8) working capital, (9) ratio of assets and liabilities.

See Part II, Item 8 of the attached 10-K.

(G) Balance sheets and income statements for the most recent fiscal year, and cash flow projections for the next five (5) years reflecting the proposed industrial development revenue bond issue.

See Part II, Item 8 of the attached 10-K.

(H) Copies of financial statements, either audited or otherwise satisfactory to the County, dated within sixty (60) days of the application date.

See Part I, Item 1 of the attached 10-Q.

(I) Copies of financial statements, either audited or otherwise satisfactory to the County for the preceding five (5) years, or the entire time the applicant has conducted business if the applicant has not been in business for five (5) years.

See Part II, Item 8 of the attached 10-K.

(J) A report of any litigation pending against the applicant.

See Part I, Item 3 of the attached 10-K.

(K) A proposed bond redemption schedule including estimated debt service for the proposed industrial revenue development bonds.

Expected to be fixed to maturity on December 1, 2035 with a no call feature for 10 years.

(L) Any other information specifically desired by the County that is not otherwise set forth herein. In addition, the County may upon written request of the applicant, modify the requirements of paragraphs A through K of this section to accommodate individual situations.

Please consider any modifications necessary to take into account that this project is entirely a refunding project and there will be no new construction of any facilities.

**PROJECT AND REFUNDING CERTIFICATE**

**Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005**

PROJECT AND REFUNDING CERTIFICATE

FMC Corporation, a Delaware corporation (the "Company"), does hereby certify as follows:

(1) This certificate is being delivered in connection with the issuance by Sweetwater County, Wyoming (the "Issuer") of \$90,000,000 aggregate principal amount of its Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005, dated as of the date hereof (the "Bonds"). The Bonds are to be issued on the date of this certificate under an Indenture of Trust, dated as of December 1, 2005, between the Issuer and The Bank of New York, as trustee (the "Trustee"), for the purpose of refunding \$45,000,000 aggregate principal amount of the Issuer's Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994A (the "Series 1994A Bonds") and \$45,000,000 aggregate principal amount of the Issuer's Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994B (the "Series 1994B Bonds" and, together with the Series 1994A Bonds, the "Prior Bonds"). The proceeds of the Bonds are being loaned by the Issuer to the Company for such purpose pursuant to a Loan Agreement (the "Agreement") dated as of December 1, 2005 between the Issuer and the Company.

(2) This certificate is being delivered to Chapman and Cutler LLP, as bond counsel ("Bond Counsel"), in order that Bond Counsel may rely upon the statements made herein in determining that substantially all of the proceeds of the Prior Bonds, including all income from the investment thereof, were used to provide solid waste disposal facilities within the meaning of Section 142(a)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations proposed or promulgated thereunder, and that interest on the Bonds is excludable from federal gross income of the owners thereof (except an owner who is a substantial user of the financed facilities or a related person within the meaning of Section 147(a) of the Code) under the Code and regulations proposed or promulgated thereunder.

(3) The Prior Bonds were issued for the purpose of paying costs of acquiring and constructing certain solid waste disposal facilities (the "Project") at the trona mining and soda ash manufacturing facilities owned by the Company and located in the unincorporated area of Sweetwater County, Wyoming near Green River, Wyoming.

(4) Attached hereto as Attachment I is a true, correct and complete copy of the Project Certificate, dated June 15, 1994 (the "1994A Project Certificate") executed and delivered by the Company in connection with the issuance of the Series 1994A Bonds. Attached hereto as Attachment II is a true, correct and complete copy of the Project Certificate dated September 28, 1994 (the "1994B Project Certificate") executed and delivered by the Company in connection with the issuance of the Series 1994B Bonds. The 1994A Project Certificate and the 1994B Project Certificate, together, are referred to herein as the "Prior Project Certificates." The information set forth in the Prior Project Certificates is still true and correct except only as otherwise specifically herein provided, including Attachment III hereto.

(5) The proceeds (including all investment proceeds) of the Series 1994A Bonds were totally expended to pay costs of the Project and costs of issuance of the Series 1994A Bonds within three years following the date of issuance of the Series 1994A Bonds as follows:

Construction costs of Project.....	\$46,284,929.36
Interest during construction.....	0
Costs of issuance .....	<u>413,062.50</u>
Total	<u>\$46,697,991.86</u>

The proceeds (including all investment proceeds) of the Series 1994B Bonds were totally expended to pay costs of the Project and costs of issuance of the Series 1994B Bonds within three years following the date of issuance of the Series 1994B Bonds as follows:

Construction costs of Project.....	\$35,306,295.28
Interest during construction (Prior Bonds).....	11,660,172.98
Costs of issuance .....	<u>323,413.84</u>
Total	<u>\$47,289,882.10</u>

(6) The Project was placed in service on March 7, 1997. The cost of each portion of the Project and the total cost of the Project (excluding interest during construction, costs which were deducted by the Company and costs of issuance) are set forth in Attachment III hereto. The remaining useful economic lives of the various components of the Project, assuming customary maintenance and repair, measured from the date hereof, are also set forth in Attachment III hereto. Attachment III is hereby incorporated herein and made a part hereof.

(7) The Series 1994A Bonds were issued on June 15, 1994 pursuant to an Indenture of Trust dated as of June 1, 1994 from the Issuer to BankAmerica National Trust Company (now The Bank of New York as successor trustee) as trustee, and are currently outstanding in the aggregate principal amount of \$45,000,000. The Series 1994B Bonds were issued on September 28, 1994 pursuant to an Indenture of Trust dated as of September 1, 1994 from the Issuer to NationsBank of Tennessee, National Association (now The Bank of New York as successor trustee) as trustee, and are currently outstanding in the principal amount of \$45,000,000.

(8) In August of 2000, the Internal Revenue Service (the "Service") commenced an audit of the Series 1994A Bonds (the "Audit"). On June 6, 2004 the Service concluded the Audit and agreed that there would be no change to the position that interest on the Series 1994A Bonds received by bondholders is excludable from gross income under Section 103 of the Internal Revenue Code. A copy of the June 6, 2004 "no change" letter of the Service is attached hereto as Attachment IV.

(9) The proceeds of the Bonds will be used solely and exclusively for the purpose of refunding the Prior Bonds. The Prior Bonds will be redeemed on January 16, 2006. Earnings derived from the investment of the proceeds of the Bonds will be used to pay a portion of the accrued interest on the Prior Bonds upon the redemption thereof. The Company will pay the

costs of issuance of the Bonds from its own corporate funds, raised from sources other than tax-exempt financing.

(10) The Project consists only of property which (i) is of a character subject to the allowance for depreciation provided in Section 167 of the Code and (ii) has a useful life of more than one year.

(11) All costs of the Project which were paid or reimbursed out of the proceeds of the Prior Bonds or income from the investment thereof were and are chargeable to the capital accounts of the Project for federal income tax purposes or would be so chargeable either with a proper election by the Company or but for a proper election by the Company to deduct such amounts. The difference between construction costs of the Project in the aggregate amount of \$81,591,224.64, as set forth in paragraph (5) above, and the capital cost of the assets comprising the Project in the aggregate amount of \$75,255,324.15, as set forth in Attachment III hereto, is due to the fact that \$6,335,900.49 of engineering costs and Company overheads attributable to the overall Project which could have been charged to the capital accounts of the Project for federal income tax purposes, either with a proper election by the Company or but for a proper election by the Company to deduct such amounts, were in fact deducted by the Company.

(12) The item ASSETS REMOVED FROM SERVICE, having an original cost of \$652,723, as set forth in Attachment III hereto, consists of personal property disposed of upon becoming worn out or otherwise obsolete and for which the Company received no compensation upon such disposition.

(13) The Company has arranged no security, directly or indirectly, for either the Bonds or the Prior Bonds so as to cause the Bonds or the Prior Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(14) The Company has been and is the only owner of the Project for Federal income tax purposes. Except as set forth in paragraph (12) above, the entire Project is still in use and no portion thereof has been retired from service. Except as set forth in paragraph (12) above, the Company has not sold, transferred, leased or otherwise disposed of, whether voluntarily or involuntarily, or for consideration or otherwise, the Project or any portion thereof or interest therein. The Company has no present plan or intention to sell, transfer, lease or otherwise dispose of the current Project or any portion thereof or interest therein prior to the latest maturity of the Bonds.

(15) No portion of the proceeds of the Prior Bonds or the Bonds has been used at any time to provide, and the Project has not been and will not be, any of the following: (a) an airplane, (b) a skybox or luxury box, (c) a health club facility, (d) a facility primarily used for gambling or (e) a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(16) No person who is not related to the Company within the meaning of Section 144(a)(3) of the Code has assumed or will assume (including taking subject to) the obligations of the Company underlying the Bonds in connection with an asset acquisition (other than a transaction to which Section 381(a) of the Code applies if the person assuming the obligation is the acquiring corporation within the meaning of Section 381(a) of the Code) within six months of the date hereof.

(end of page 5)

**AUTHORITY RESOLUTION**

**Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005**

RESOLUTION No. 05-11-CC-01

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$90,000,000 SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS (FMC CORPORATION PROJECT) SERIES 2005 OF SWEETWATER COUNTY, WYOMING, TO REFUND REVENUE BONDS PREVIOUSLY ISSUED TO FINANCE COSTS OF CERTAIN SOLID WASTE DISPOSAL FACILITIES FOR FMC CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST FROM SAID COUNTY TO THE BANK OF NEW YORK, AS TRUSTEE, WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN SAID COMPANY AND SAID COUNTY PROVIDING FOR THE REPAYMENT OF THE LOAN OF THE PROCEEDS OF SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AMONG SAID COUNTY, SAID COMPANY AND BANC OF AMERICA SECURITIES LLC, AS THE UNDERWRITER OF SAID BONDS; AND RELATED MATTERS.

WHEREAS, Sweetwater County, Wyoming (the "County"), is authorized pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as amended (the "Act"), to issue revenue bonds to defray the cost of acquiring or improving any land, building, pollution control facility, including solid waste disposal facilities, or other improvement and all necessary and appurtenant real and personal properties, whether or not in existence, suitable for manufacturing, industrial, commercial or business enterprises, and to refund the same; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the County has heretofore issued its \$45,000,000 Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994A and its \$45,000,000 Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994B (together, the "Prior Bonds") in order to finance the costs of acquiring, improving, constructing and installing certain facilities for the disposal of solid wastes (the "Project") at the trona mining and soda ash manufacturing facilities of FMC Corporation, a Delaware corporation (the "Company"), located in the County; and

WHEREAS, the County has determined that it is in the public interest to issue its \$90,000,000 Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 (the "Bonds"), pursuant to and in accordance with the provisions of the Act, in order to refund the Prior Bonds; and

WHEREAS, this Board of County Commissioners deems it necessary and desirable to authorize the issuance and sale of the Bonds; and

WHEREAS, the proceeds of the Bonds will be loaned to the Company for the purpose described above pursuant to a Loan Agreement, to be dated as of December 1, 2005 (the "Loan Agreement"), by and between the Company and the County, whereby the Company will covenant and agree (i) to make payments sufficient to provide for the payment of the principal of and interest and premium, if any, on the Bonds, as when the same become due and payable, and (ii) to made such other payments and satisfy such other obligations as may be required by the Act or the Loan Agreement; and

WHEREAS, the Bonds will be issued under and pursuant to, and are to be secured by, an Indenture of Trust, to be dated as of December 1, 2005 (the "Indenture"), by and between the County and The Bank of New York, as Trustee (the "Trustee"), by which the County will, among other things, pledge to the Trustee as security for the Bonds all of its rights and interests in the Loan Agreement except for certain reserved rights; and

WHEREAS, it is proposed that the Bonds will be sold by the County to Banc of America Securities LLC (the "Underwriter"), pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the County, the Company and the Underwriter; and

WHEREAS, it is necessary for the County, the Trustee and the Company to enter into a Tax Exemption Certificate and Agreement (the "Tax Agreement"), to be dated the date of the issuance and delivery of the Bonds, in order to implement certain procedures with respect to the tax-exempt status of interest on the Bonds; and

WHEREAS, it will be necessary for the Underwriter to distribute a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Official Statement") in connection with the offering and sale of the Bonds; and

WHEREAS, it is necessary that certain other instruments be executed and certain other actions be taken in connection therewith; and

WHEREAS, the County has caused to be prepared and presented to this meeting proposed forms of the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Tax Agreement, the Preliminary Official Statement and the Bonds; and

WHEREAS, the County has heretofore conducted a public hearing with respect to the Project and the issuance of the Bonds pursuant to published notice, all as required by and in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of Sweetwater County, Wyoming, as follows:

Section 1. That pursuant to the provisions of the Act, and particularly pursuant to the provisions of Section 15-1-710(b)(ii) thereof, it is hereby found, determined and declared as follows:

(a) It is deemed desirable and in the best interests of the County for the purpose of reducing, preventing, abating and eliminating pollution in the County in order to facilitate and promote the protection of the natural environment of the County that the County issue the Bonds to refund the Prior Bonds which were issued for the purpose of providing funds to finance the costs of acquiring, improving, constructing and installing the Project, it having been and being hereby determined that the Project will assist in reducing, preventing, abating and eliminating pollution in the County and will facilitate and promote the protection of the natural environment of the County.

(b) The amount necessary to pay the principal and interest on the Bonds is set forth in the Loan Agreement as a formula.

(c) The payments to be received by the County pursuant to the Loan Agreement, and assigned to the Trustee under the Indenture, are designed to be sufficient to pay the principal of and premium, if any, and interest on the Bonds proposed to be issued by the County.

(d) It is not necessary to establish a reserve fund for the retirement of any of the Bonds or the maintenance of the Project or to determine the estimated cost of maintaining the Project in good repair and keeping it properly insured, as under the terms of the Loan Agreement the Company is obligated to make payments fully sufficient to pay the principal of, premium, if any, and interest on the Bonds and is further required and obligated to maintain the Project in good repair and to keep the same properly insured and to pay the costs thereof.

(e) It is not necessary for the Loan Agreement to require that the Company pay any charge or fee in lieu of ad valorem taxes, because the Project will be owned by the Company and will not be exempt from ad valorem taxes and the Loan Agreement requires the Company to pay all taxes with respect to the Project.

(f) The Loan Agreement requires that the proceeds of the Bonds be used to refund the Prior Bonds and further requires the Company to pay the County amounts sufficient: (i) to pay, when due, the principal of, premium, if any, and interest on the Bonds, and to pay any other expenses incurred by the County in connection therewith, (ii) to pay all taxes levied on the Project, (iii) to build up and maintain any reserves deemed by this Board to be necessary and advisable in connection therewith, it being determined that no such payments are necessary and advisable, and (iv) to pay for the maintenance and insurance of the Project.

Section 2. That, in order to refund the Prior Bonds, the Bonds be and the same are hereby authorized and ordered to be issued at an interest rate not to exceed seven percent (7%) per annum, with a maturity date not later than December 1, 2035, which interest

**FMC CORPORATION 10-K AND 10-Q**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 2015

or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 1-2376

**FMC CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

94-0479804

(I.R.S. Employer  
Identification No.)

1735 Market Street  
Philadelphia, Pennsylvania

(Address of principal executive offices)

19103

(Zip Code)

Registrant's telephone number, including area code: 215-299-6000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class  
Common Stock, \$0.10 par value

Name of each exchange on which registered  
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

INDICATE BY CHECK MARK IF THE REGISTRANT IS A WELL-KNOWN SEASONED ISSUER, AS DEFINED IN RULE 405 OF THE SECURITIES ACT. YES  NO

INDICATE BY CHECK MARK IF THE REGISTRANT IS NOT REQUIRED TO FILE REPORTS PURSUANT TO SECTION 13 AND SECTION 15(d) OF THE ACT. YES  NO

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS), AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS. YES  NO

INDICATE BY CHECK MARK WHETHER THE REGISTRANT HAS SUBMITTED ELECTRONICALLY AND POSTED ON ITS CORPORATE WEBSITE, IF ANY, EVERY INTERACTIVE DATA FILE REQUIRED TO BE SUBMITTED AND POSTED PURSUANT TO RULE 405 OF REGULATION S-T DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO SUBMIT AND POST SUCH FILES) YES  NO

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K

## Table of Contents

### **PART I**

FMC Corporation (FMC) was incorporated in 1928 under Delaware law and has its principal executive offices at 1735 Market Street, Philadelphia, Pennsylvania 19103. Throughout this Annual Report on Form 10-K, except where otherwise stated or indicated by the context, "FMC", "We," "Us," or "Our" means FMC Corporation and its consolidated subsidiaries and their predecessors. Copies of the annual, quarterly and current reports we file with the Securities and Exchange Commission ("SEC"), and any amendments to those reports, are available on our website at [www.FMC.com](http://www.FMC.com) as soon as practicable after we furnish such materials to the SEC.

### **ITEM 1. BUSINESS**

#### **General**

We are a diversified chemical company serving agricultural, consumer and industrial markets globally with innovative solutions; applications and market-leading products. We operate in three distinct business segments: FMC Agricultural Solutions, FMC Health and Nutrition and FMC Lithium. Our FMC Agricultural Solutions segment develops, markets and sells all three major classes of crop protection chemicals – insecticides, herbicides and fungicides. These products are used in agriculture to enhance crop yield and quality by controlling a broad spectrum of insects, weeds and disease, as well as in non-agricultural markets for pest control. The FMC Health and Nutrition segment focuses on nutritional ingredients, health excipients, and functional health ingredients. Nutritional ingredients are used to enhance texture, color, structure and physical stability. Health excipients are used for binding, encapsulation and disintegrant applications. Functional health ingredients are used as active ingredients in nutraceutical and pharmaceutical markets. Our FMC Lithium segment manufactures lithium for use in a wide range of lithium products, which are used primarily in energy storage, specialty polymers and chemical synthesis application.

#### **Discontinued Operations - FMC Alkali Chemicals**

On April 1, 2015, we completed the sale of our FMC Alkali Chemicals division ("ACD") for \$1,649.8 million to a wholly owned subsidiary of Tronox Limited ("Tronox"). The sale resulted in approximately \$1,198.5 million in after-tax cash proceeds. The sale resulted in a pre-tax gain of \$1,080.2 million (\$702.1 million net of tax) for the year ended December 31, 2015. The results of ACD have been reclassified to reflect the business as a discontinued operation for all periods presented throughout this document.

#### **Cheminova A/S**

On April 21, 2015, pursuant to the terms and conditions set forth in the Purchase Agreement, we completed the acquisition of 100 percent of the outstanding equity of Cheminova A/S, a Denmark Aktieselskab ("Cheminova") from Auriga Industries A/S, a Denmark Aktieselskab for an aggregate purchase price of \$1.2 billion, excluding assumed net debt and hedged-related costs of approximately \$0.6 billion (the "Acquisition").

Cheminova is being integrated into our FMC Agricultural Solutions segment. Since the closing date, Cheminova has been included within our reported results of operations for FMC Agricultural Solutions for the twelve months ended December 31, 2015.

#### **FMC Strategy**

2015 marked the completion of FMC's multi-year portfolio transformation. Today, FMC is a company operating in attractive market segments that are supported by growth trends in agriculture, pharmaceuticals, nutrition, and energy storage. Each of FMC's businesses has the right elements in place to deliver continued growth in earnings and returns.

In Agricultural Solutions, the acquisition of Cheminova has expanded market access across Europe, Latin America and key Asia-Pacific markets such as India and Australia, and has brought greater balance to the revenue mix of FMC Agricultural Solutions across each of the major growing regions. The integration strengthens our leadership position in crop protection chemistry and expands our position in a variety of crop segments. Our complementary technologies will lead to improved formulation capabilities and a broader innovation pipeline. We continue to invest in R&D and remain committed to developing and commercializing new and differentiated products to address grower demands. We will also benefit from deeper regulatory expertise and access to local markets. FMC with the acquisition of Cheminova, has the scale to operate with greater resources and global reach to address changing market conditions.

In Health and Nutrition, we have a portfolio of naturally-derived, functional ingredients that serve health, nutraceutical and nutrition end markets. We provide innovative solutions to our customers by leveraging our application know-how in the nutrition, nutraceutical and pharmaceutical markets as well as differentiating the manufacture and delivery of our market leading products

## Table of Contents

- Our future effective tax rates may be materially impacted by numerous items including: a future change in the composition of earnings from foreign and domestic tax jurisdictions, as earnings in foreign jurisdictions are typically taxed at more favorable rates than the United States federal statutory rate; accounting for uncertain tax positions; business combinations; expiration of statute of limitations or settlement of tax audits; changes in valuation allowance; changes in tax law; and the potential decision to repatriate certain future foreign earnings on which United States taxes have not been previously accrued.
- We have significant investments in long-lived assets and continually review the carrying value of these assets for recoverability in light of changing market conditions and alternative product sourcing opportunities.
- Obligations related to our pension and postretirement plans reflect certain assumptions. To the extent our plans' actual experience differs from these assumptions, our costs and funding obligations could increase or decrease significantly.

### ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

### ITEM 2. PROPERTIES

FMC leases executive offices in Philadelphia, Pennsylvania and operates 32 manufacturing facilities and mines in 19 countries. Our major research and development facilities are in Ewing, New Jersey and Shanghai, China.

We have long-term mineral rights to the Salar del Hombre Muerto lithium reserves in Argentina. Our FMC Lithium division requires the lithium brine that is mined from these reserves, without which other sources of raw materials would have to be obtained.

We believe our facilities are in good operating conditions. The number and location of our owned or leased production properties for continuing operations are:

	United States	Latin America & Canada	Western Europe	Asia-Pacific	Total
FMC Agricultural Solutions	2	1	4	5	12
FMC Health and Nutrition	2	1	7	3	13
FMC Lithium	1	2	1	3	7
Total	5	4	12	11	32

### ITEM 3. LEGAL PROCEEDINGS

Like hundreds of other industrial companies, we have been named as one of many defendants in asbestos-related personal injury litigation. Most of these cases allege personal injury or death resulting from exposure to asbestos in premises of FMC or to asbestos-containing components installed in machinery or equipment manufactured or sold by discontinued operations. The machinery and equipment businesses we owned or operated did not fabricate the asbestos-containing component parts at issue in the litigation, and to this day, neither the U.S. Occupational Safety and Health Administration nor the Environmental Protection Agency has banned the use of these components. Further, the asbestos-containing parts for this machinery and equipment were accessible only at the time of infrequent repair and maintenance. A few jurisdictions have permitted claims to proceed against equipment manufacturers relating to insulation installed by other companies on such machinery and equipment. We believe that, overall, the claims against FMC are without merit.

As of December 31, 2015, there were approximately 8,000 premises and product asbestos claims pending against FMC in several jurisdictions. Since the 1980s, approximately 111,000 asbestos claims against FMC have been discharged, the overwhelming majority of which have been dismissed without any payment to the claimant. Since the 1980s, settlements with claimants have totaled approximately \$73.1 million.

We intend to continue managing these asbestos-related cases in accordance with our historical experience. We have established a reserve for this litigation within our discontinued operations and believe that any exposure of a loss in excess of the established reserve cannot be reasonably estimated. Our experience has been that the overall trends in asbestos litigation have changed over time. Over the last several years, we have seen changes in the jurisdictions where claims against FMC are being filed and changes in the mix of products named in the various claims. Because these claim trends have yet to form a predictable pattern, we are presently unable to reasonably estimate our asbestos liability with respect to claims that may be filed in the future.

Table of Contents

See Note 1 "Principal Accounting Policies and Related Financial Information—Environmental Obligations," Note 10 "Environmental Obligations" and Note 18 "Guarantees, Commitments and Contingencies" in the notes to our consolidated financial statements included in this Form 10-K, the content of which are incorporated by reference to this Item 3.

In September 2015, EPA Region 3 filed an administrative complaint against the Company, claiming that certain advertising and labeling regarding one of our pesticide products did not comply with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") and has calculated a proposed penalty in excess of \$100,000. We disagree with EPA on whether a violation occurred and, if a violation did occur, the appropriate penalty calculation, and will defend ourselves vigorously. We do not expect that any penalty associated with final judgment or other resolution would be material.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable.

**ITEM 4A. EXECUTIVE OFFICERS OF THE REGISTRANT**

Information concerning directors, appearing under the caption "III. Board of Directors" in our Proxy Statement to be filed with the SEC in connection with the Annual Meeting of Stockholders scheduled to be held on April 26, 2016 (the "Proxy Statement"), information concerning the Audit Committee, appearing under the caption "IV. Information About the Board of Directors and Corporate Governance-Committees and Independence of Directors-Audit Committee" in the Proxy Statement, information concerning the Code of Ethics, appearing under the caption "IV. Information About the Board of Directors and Corporate Governance—Corporate Governance-Code of Ethics and Business Conduct Policy" in the Proxy Statement, and information about compliance with Section 16(a) of the Securities Exchange Act of 1934 appearing under the caption "VII. Other Matters—Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement, is incorporated herein by reference in response to this Item 4A.

The executive officers of FMC Corporation, the offices they currently hold, their business experience since at least January 1, 2010 and their ages as of December 31, 2015, are as follows:

Name	Age on 12/31/2015	Office, year of election and other information
Pierre R. Brondeau	58	President, Chief Executive Officer and Chairman of the Board (10-present); President and Chief Executive Officer of Dow Advanced Materials, a specialty materials company (08-09); President and Chief Operating Officer of Rohm and Haas Company, a predecessor of Dow Advanced Materials (07-08); Board Member, T.E. Connectivity Electronics (07-present); Marathon Oil Company (10-present)
Paul W. Graves	44	Executive Vice President and Chief Financial Officer (12-present); Managing Director, Goldman Sachs Group (06-12)
Andrea E. Utecht	67	Executive Vice President, General Counsel and Secretary (01-present)
Eric W. Norris	49	President, FMC Health and Nutrition (15-present); Vice President, Global Business Director, FMC Lithium (12-14); Global Commercial Director, FMC Lithium (09-12)
Mark A. Douglas	53	President, FMC Agricultural Solutions (12-present); President, Industrial Chemicals Group (11-12); Vice President, Global Operations and International Development (10-11); Vice President, President Asia, Dow Advanced Materials (09-10); Board Member, Quaker Chemical (13-present)
Thomas C. Deas, Jr.	65	Vice President and Treasurer (01-present)

All officers are elected to hold office for one year or until their successors are elected and qualified. No family relationships exist among any of the above-listed officers, and there are no arrangements or understandings between any of the above-listed officers and any other person pursuant to which they serve as an officer. The above-listed officers have not been involved in any legal proceedings during the past ten years of a nature for which the SEC requires disclosure that are material to an evaluation of the ability or integrity of any such officer.

**PART II**

**ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDERS MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

## Table of Contents

### **Interest Rate Risk**

One of the strategies that we can use to manage interest rate exposure is to enter into interest rate swap agreements. In these agreements, we agree to exchange, at specified intervals, the difference between fixed and variable interest amounts calculated on an agreed-upon notional principal amount. As of December 31, 2015 and 2014, we had no interest rate swap agreements.

Our debt portfolio at December 31, 2015 is composed of 56 percent fixed-rate debt and 44 percent variable-rate debt. The variable-rate component of our debt portfolio principally consists of borrowings under our Term Loan Facility, commercial paper program, Credit Facility, variable-rate industrial and pollution control revenue bonds, and amounts outstanding under foreign subsidiary credit lines. Changes in interest rates affect different portions of our variable-rate debt portfolio in different ways.

Based on the variable-rate debt in our debt portfolio at December 31, 2015, a one percentage point increase in interest rates would have increased gross interest expense by \$9.6 million and a one percentage point decrease in interest rates would have decreased gross interest expense by \$3.3 million for the year ended December 31, 2015.

### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

	<u>Page</u>
<u>Item 8 Financial Statements and Supplemental Data</u>	<u>44</u>
<u>Consolidated Statements of Income for the years ended December 31, 2015, 2014 and 2013</u>	<u>45</u>
<u>Consolidated Statements of Comprehensive Income for the years ended December 31, 2015, 2014 and 2013</u>	<u>46</u>
<u>Consolidated Balance Sheets as of December 31, 2015 and 2014</u>	<u>47</u>
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013</u>	<u>48</u>
<u>Consolidated Statements of Changes in Equity for the years ended December 31, 2015, 2014 and 2013</u>	<u>50</u>
<u>Notes to Consolidated Financial Statements</u>	<u>51</u>
<u>Report of Independent Registered Public Accounting Firm</u>	<u>104</u>
<u>Management's Report on Internal Control Over Financial Reporting</u>	<u>105</u>
<u>Report of Independent Registered Public Accounting Firm</u>	<u>106</u>
<u>Schedule II- Valuation and Qualifying Accounts and Reserves for Years Ended December 31, 2015, 2014 and 2013</u>	<u>107</u>

**FMC CORPORATION**  
**CONSOLIDATED STATEMENTS OF INCOME**

(in Millions, Except Per Share Data)	Year Ended December 31,		
	2015	2014	2013
<b>Revenue</b>	\$ 3,276.5	\$ 3,258.7	\$ 3,130.7
<b>Costs and Expenses</b>			
Costs of sales and services	2,201.1	2,047.8	1,929.8
<b>Gross Margin</b>	1,075.4	1,210.9	1,200.9
Selling, general and administrative expenses	737.9	589.8	496.1
Research and development expenses	143.7	126.3	115.6
Restructuring and other charges (income)	244.0	56.4	50.5
Business separation costs	—	23.6	—
Total costs and expenses	3,326.7	2,843.9	2,592.0
Income (loss) from continuing operations before equity in (earnings) loss of affiliates, interest income and expense and income taxes	(50.2)	414.8	538.7
Equity in (earnings) loss of affiliates	0.2	(0.2)	(0.8)
Interest income	(1.3)	(0.2)	(0.2)
Interest expense	81.4	51.4	36.5
Income (loss) from continuing operations before income taxes	(130.5)	363.8	503.2
Provision for income taxes	47.4	56.2	131.6
Income (loss) from continuing operations	(177.9)	307.6	371.6
Discontinued operations, net of income taxes	676.4	14.5	(63.6)
Net income	498.5	322.1	308.0
Less: Net income attributable to noncontrolling interests	9.5	14.6	14.1
<b>Net income attributable to FMC stockholders</b>	<b>\$ 489.0</b>	<b>\$ 307.5</b>	<b>\$ 293.9</b>
<b>Amounts attributable to FMC stockholders:</b>			
Continuing operations, net of income taxes	\$ (187.4)	\$ 298.2	\$ 365.1
Discontinued operations, net of income taxes	676.4	9.3	(71.2)
Net income attributable to FMC stockholders	<b>\$ 489.0</b>	<b>\$ 307.5</b>	<b>\$ 293.9</b>
<b>Basic earnings (loss) per common share attributable to FMC stockholders:</b>			
Continuing operations	\$ (1.40)	\$ 2.23	\$ 2.69
Discontinued operations	5.06	0.07	(0.53)
Net income attributable to FMC stockholders	<b>\$ 3.66</b>	<b>\$ 2.30</b>	<b>\$ 2.16</b>
<b>Diluted earnings (loss) per common share attributable to FMC stockholders:</b>			
Continuing operations	\$ (1.40)	\$ 2.22	\$ 2.68
Discontinued operations	5.06	0.07	(0.52)
Net income attributable to FMC stockholders	<b>\$ 3.66</b>	<b>\$ 2.29</b>	<b>\$ 2.16</b>

The accompanying notes are an integral part of these consolidated financial statements.

**FMC CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(in Millions)	Year Ended December 31,		
	2015	2014	2013
<b>Net Income</b>	<b>\$ 498.5</b>	<b>\$ 322.1</b>	<b>\$ 308.0</b>
<b>Other comprehensive income (loss), net of tax:</b>			
<i>Foreign currency adjustments:</i>			
Foreign currency translation gain (loss) arising during the period	(97.3)	(76.5)	0.1
Reclassification of foreign currency translations losses	—	49.6	—
Total foreign currency translation adjustments <sup>(1)</sup>	(97.3)	(26.9)	0.1
<i>Derivative instruments:</i>			
Unrealized hedging gains (losses) and other, net of tax of \$0.4, (\$.8) and (\$2.1)	0.7	3.1	(4.9)
Reclassification of deferred hedging (gains) losses and other, included in net income, net of tax of (\$2.7), (\$0.6) and \$0.1	(3.0)	(0.9)	0.3
Total derivative instruments, net of tax of (\$2.3), (\$1.4) and (\$2.0)	(2.3)	2.2	(4.6)
<i>Pension and other postretirement benefits:</i>			
Unrealized actuarial gains (losses) and prior service (costs) credits, net of tax of (\$16.1), \$70.9 and \$103.9 <sup>(2)</sup>	(26.4)	(173.3)	174.0
Reclassification of net actuarial and other (gain) loss, amortization of prior service costs and settlement charges, included in net income, net of tax of \$23.2, \$12.9 and \$21.8 <sup>(3)</sup>	44.1	22.3	35.9
Total pension and other postretirement benefits, net of tax of \$7.1, \$83.8 and \$125.7	17.7	(151.0)	209.9
<b>Other comprehensive income (loss), net of tax</b>	<b>(81.9)</b>	<b>(175.7)</b>	<b>205.4</b>
<b>Comprehensive income</b>	<b>\$ 416.6</b>	<b>\$ 146.4</b>	<b>\$ 513.4</b>
Less: Comprehensive income attributable to the noncontrolling interest	9.1	12.8	12.5
<b>Comprehensive income attributable to FMC stockholders</b>	<b>\$ 407.5</b>	<b>\$ 133.6</b>	<b>\$ 500.9</b>

- (1) Income taxes are not provided on the equity in undistributed earnings of our foreign subsidiaries or affiliates since it is our intention that such earnings will remain invested in those affiliates permanently. The amount for the twelve months ended December 31, 2014 includes the reclassification to net income due to the divestiture of our FMC Peroxygens business. See Note 9 within these consolidated financial statements for more information.
- (2) At December 31st of each year, we remeasure our pension and postretirement plan obligations at which time we record any actuarial gains (losses) and prior service (costs) credits to other comprehensive income.
- (3) For more detail on the components of these reclassifications and the affected line item in the Consolidated Statements of Income see Note 15 within these consolidated financial statements.

The accompanying notes are an integral part of these consolidated financial statements.

**FMC CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**

(in Millions, Except Share and Par Value Data)	December 31,	
	2015	2014
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 78.6	\$ 109.5
Trade receivables, net of allowance of \$13.9 in 2015 and \$37.2 in 2014 <sup>(1)</sup>	1,851.4	1,602.5
Inventories	800.2	607.6
Prepaid and other current assets	241.7	188.8
Deferred income taxes	—	222.7
Current assets of discontinued operations held for sale	—	203.3
<b>Total current assets</b>	<b>2,971.9</b>	<b>2,934.4</b>
<b>Investments</b>		
Property, plant and equipment, net	1,016.4	930.0
Goodwill	776.1	352.5
Other intangibles, net	837.0	246.9
Other assets including long-term receivables, net	435.1	255.1
Deferred income taxes	286.9	200.1
Noncurrent assets of discontinued operations held for sale	—	401.5
<b>Total assets</b>	<b>\$ 6,325.9</b>	<b>\$ 5,326.0</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current liabilities</b>		
Short-term debt and current portion of long-term debt	\$ 112.6	\$ 525.2
Accounts payable, trade and other	403.6	378.3
Advance payments from customers	249.9	190.2
Accrued and other liabilities	337.6	407.2
Accrued customer rebates	256.1	236.0
Guarantees of vendor financing	67.2	50.2
Accrued pension and other postretirement benefits, current	6.4	12.7
Income taxes	19.9	22.2
Current liabilities of discontinued operations held for sale	—	88.4
<b>Total current liabilities</b>	<b>\$ 1,453.3</b>	<b>\$ 1,910.4</b>
Long-term debt, less current portion	2,036.3	1,138.9
Accrued pension and other postretirement benefits, long-term	194.2	238.7
Environmental liabilities, continuing and discontinued	281.8	209.9
Deferred income taxes	173.2	51.3
Noncurrent liabilities of discontinued operations held for sale	—	4.7
Other long-term liabilities	278.8	208.1
Commitments and contingent liabilities (Note 18)		
<b>Equity</b>		
Preferred stock, no par value, authorized 5,000,000 shares; no shares issued in 2015 or 2014	—	—
Common stock, \$0.10 par value, authorized 260,000,000 shares in 2015 and 2014; 185,983,792 issued shares in 2015 and 2014	18.6	18.6
Capital in excess of par value of common stock	417.7	401.9
Retained earnings	3,385.0	2,984.5
Accumulated other comprehensive income (loss)	(457.3)	(375.8)
Treasury stock, common, at cost: 52,328,015 shares in 2015 and 52,666,121 shares in 2014	(1,498.3)	(1,498.7)
<b>Total FMC stockholders' equity</b>	<b>\$ 1,865.7</b>	<b>\$ 1,530.5</b>
Noncontrolling interests	42.6	33.5
<b>Total equity</b>	<b>1,908.3</b>	<b>1,564.0</b>
<b>Total liabilities and equity</b>	<b>\$ 6,325.9</b>	<b>\$ 5,326.0</b>

(1) A portion of the allowance was reclassified to long-term at December 31, 2015. See Note 8 for detail.

The accompanying notes are an integral part of these consolidated financial statements.

**FMC CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in Millions)	Year Ended December 31,		
	2015	2014	2013
<b>Cash provided (required) by operating activities of continuing operations:</b>			
Net income	\$ 498.5	\$ 322.1	\$ 308.0
Discontinued operations	(676.4)	(14.5)	63.6
<b>Income (loss) from continuing operations</b>	<b>\$ (177.9)</b>	<b>\$ 307.6</b>	<b>\$ 371.6</b>
<b>Adjustments from income from continuing operations to cash provided (required) by operating activities of continuing operations:</b>			
Depreciation and amortization	115.7	93.5	88.0
Equity in (earnings) loss of affiliates	0.2	(0.2)	(0.7)
Restructuring and other charges (income)	244.0	56.4	50.5
Deferred income taxes	19.9	(57.8)	15.3
Pension and other postretirement benefits	49.2	29.6	62.3
Share-based compensation	15.4	14.8	14.2
Excess tax benefits from share-based compensation	(1.4)	(4.7)	(7.1)
<b>Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:</b>			
Trade receivables, net	140.9	(274.7)	(382.2)
Guarantees of vendor financing	11.4	22.3	(3.6)
Inventories	78.3	36.2	2.4
Accounts payable	(292.5)	(16.2)	44.8
Advance payments from customers	60.6	11.3	35.9
Accrued customer rebates	11.0	34.3	63.4
Income taxes	(285.9)	12.7	(16.1)
Pension and other postretirement benefit contributions	(78.7)	(68.3)	(68.0)
Environmental spending, continuing, net of recoveries	(32.2)	(17.5)	(7.8)
Restructuring and other spending	(34.9)	(9.5)	(9.9)
Change in other operating assets and liabilities, net <sup>(1)</sup>	(120.2)	115.1	5.3
<b>Cash provided (required) by operating activities of continuing operations</b>	<b>(277.1)</b>	<b>284.9</b>	<b>258.3</b>
<b>Cash provided (required) by operating activities of discontinued operations:</b>			
Environmental spending, discontinued, net of recoveries	(17.9)	(9.8)	(31.0)
Other activities of discontinued operations held for sale	(37.9)	132.8	120.1
Payments of other discontinued reserves, net of recoveries	(24.8)	(34.2)	(18.7)
<b>Cash provided (required) by operating activities of discontinued operations</b>	<b>(80.6)</b>	<b>88.8</b>	<b>70.4</b>

(1) The 2015 change is impacted by a \$99.6 million reduction in the Cheminova acquisition hedge liability and the non-cash Cheminova inventory fair value amortization of \$57.8 million. Total cash payments during the year ended December 31, 2015 associated with the Cheminova acquisition hedges were \$264.8 million, which includes \$165.2 million that were accrued and paid within the period.

The accompanying notes are an integral part of these consolidated financial statements.

**FMC CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

(In Millions)	Year Ended December 31,		
	2015	2014	2013
<b>Cash provided (required) by investing activities of continuing operations:</b>			
Capital expenditures	\$ (108.5)	\$ (182.2)	\$ (165.0)
Proceeds from disposal of property, plant and equipment	1.9	0.2	2.1
Acquisitions, net of cash acquired	(1,205.1)	—	(339.6)
Proceeds from sale of investments	66.4	27.5	—
Other investing activities	(40.2)	(35.7)	(62.8)
Cash provided (required) by investing activities of continuing operations	(1,285.5)	(190.2)	(565.3)
<b>Cash provided (required) by investing activities of discontinued operations:</b>			
Proceeds from divestiture	1,649.8	199.1	—
Other discontinued investing activities	(15.5)	(44.2)	(87.9)
Cash provided (required) by investing activities of discontinued operations	1,634.3	154.9	(87.9)
<b>Cash provided (required) by financing activities of continuing operations:</b>			
Net borrowings (repayments) under committed credit facility	—	—	(130.0)
Increase (decrease) in short-term debt	(547.3)	(139.6)	613.3
Proceeds from borrowing of long-term debt	1,650.0	3.0	410.5
Financing fees	—	(10.5)	(4.0)
Repayments of long-term debt	(1,036.6)	(34.6)	(4.9)
Acquisitions of noncontrolling interests	—	(95.7)	(80.0)
Distributions to noncontrolling interests	—	(3.0)	(9.9)
Dividends paid <sup>(2)</sup>	(86.4)	(78.1)	(73.6)
Issuances of common stock, net	5.9	8.6	10.7
Excess tax benefits from share-based compensation	1.4	4.7	7.1
Contingent consideration paid	—	—	(130)
Repurchases of common stock under publicly announced program	—	—	(359.9)
Other repurchases of common stock	(3.7)	(4.7)	(7.1)
Cash provided (required) by financing activities	(16.7)	(349.9)	371.2
Effect of exchange rate changes on cash and cash equivalents	(5.3)	(2.2)	(0.6)
Increase (decrease) in cash and cash equivalents	(30.9)	(13.7)	46.1
Cash and cash equivalents, beginning of period	109.5	123.2	77.1
Cash and cash equivalents, end of period	\$ 78.6	\$ 109.5	\$ 123.2

(2) See Note 15 regarding quarterly cash dividend.

Cash paid for interest, net of capitalized interest was \$74.7 million, \$61.0 million and \$40.5 million, and income taxes paid, net of refunds was \$340.3 million, \$109.0 million and \$153.3 million in December 31, 2015, 2014 and 2013, respectively. Accrued additions to property, plant and equipment at December 31, 2015, 2014 and 2013 were \$23.3 million, \$27.5 million and \$45.4 million respectively.

The accompanying notes are an integral part of these consolidated financial statements.

**FMC CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**

(in Millions, Except Per Share Data)	FMC Stockholders'						
	Common Stock, \$0.10 Par Value	Capital In Excess of Par	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Non- controlling Interest	Total Equity
<b>Balance December 31, 2012</b>	\$ 18.6	\$ 481.9	\$ 2,536.5	\$ (408.9)	\$ (1,147.8)	\$ 74.5	\$ 1,554.8
Net income			293.9			14.1	308.0
Stock compensation plans		14.5			11.6		26.1
Excess tax benefits from share-based compensation		7.1					7.1
Shares for benefit plan trust					0.7		0.7
Net pension and other benefit actuarial gains/ (losses) and prior service costs, net of income tax				209.9			209.9
Net hedging gains (losses) and other, net of income tax				(4.6)			(4.6)
Foreign currency translation adjustments				1.7		(1.6)	0.1
Dividends (\$0.54 per share)			(73.1)				(73.1)
Repurchases of common stock					(367.0)		(367.0)
Noncontrolling interests associated with an acquisition <sup>(1)</sup>		(55.2)				(24.8)	(80.0)
Distributions to noncontrolling interests						(9.9)	(9.9)
<b>Balance December 31, 2013</b>	\$ 18.6	\$ 448.3	\$ 2,757.3	\$ (201.9)	\$ (1,502.5)	\$ 52.3	\$ 1,572.1
Net income			307.5			14.6	322.1
Stock compensation plans		16.0			7.6		23.6
Excess tax benefits from share-based compensation		4.7					4.7
Shares for benefit plan trust					0.9		0.9
Net pension and other benefit actuarial gains/ (losses) and prior service costs, net of income tax				(151.0)			(151.0)
Net hedging gains (losses) and other, net of income tax				2.2			2.2
Foreign currency translation adjustments				(25.1)		(1.8)	(26.9)
Dividends (\$0.60 per share)			(80.3)				(80.3)
Repurchases of common stock					(4.7)		(4.7)
Noncontrolling interests associated with an acquisition <sup>(1)</sup>		(67.1)				(28.6)	(95.7)
Distributions to noncontrolling interests						(3.0)	(3.0)
<b>Balance December 31, 2014</b>	\$ 18.6	\$ 401.9	\$ 2,984.5	\$ (375.8)	\$ (1,498.7)	\$ 33.5	\$ 1,564.0
Net income			489.0			9.5	498.5
Stock compensation plans		14.4			6.3		20.7
Excess tax benefits from share-based compensation		1.4					1.4
Shares for benefit plan trust					(2.2)		(2.2)
Net pension and other benefit actuarial gains/ (losses) and prior service costs, net of income tax				17.7			17.7
Net hedging gains (losses) and other, net of income tax				(2.3)			(2.3)
Foreign currency translation adjustments				(96.9)		(0.4)	(97.3)
Dividends (\$0.66 per share)			(88.5)				(88.5)
Repurchases of common stock					(3.7)		(3.7)
<b>Balance December 31, 2015</b>	\$ 18.6	\$ 417.7	\$ 3,385.0	\$ (457.3)	\$ (1,498.3)	\$ 42.6	\$ 1,908.3

(1) See Note 15 for more detail.

The accompanying notes are an integral part of these consolidated financial statements.

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the quarterly period ended June 30, 2016

or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 1-2376

**FMC CORPORATION**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)  
94-0479804  
(I.R.S. Employer Identification No.)  
2929 Walnut Street  
Philadelphia, Pennsylvania  
(Address of principal executive offices)  
19104  
(Zip Code)  
Registrant's telephone number, including area code: 215-299-6000

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS), AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS YES  NO

INDICATE BY CHECK MARK WHETHER THE REGISTRANT HAS SUBMITTED ELECTRONICALLY AND POSTED ON ITS CORPORATE WEBSITE, IF ANY, EVERY INTERACTIVE DATA FILE REQUIRED TO BE SUBMITTED AND POSTED PURSUANT TO RULE 405 OF REGULATION S-T DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO SUBMIT AND POST SUCH FILES) YES  NO

INDICATE BY CHECK MARK WHETHER THE REGISTRANT IS A LARGE ACCELERATED FILER, AN ACCELERATED FILER, A NON-ACCELERATED FILER OR A SMALLER REPORTING COMPANY. SEE THE DEFINITIONS OF "LARGE ACCELERATED FILER," "ACCELERATED FILER," AND "SMALLER REPORTING COMPANY" IN RULE 12B-2 OF THE EXCHANGE ACT. (CHECK ONE):

LARGE ACCELERATED FILER  ACCELERATED FILER   
NON-ACCELERATED FILER  SMALLER REPORTING COMPANY

INDICATE BY CHECK MARK WHETHER THE REGISTRANT IS A SHELL COMPANY (AS DEFINED IN RULE 12B-2 OF THE EXCHANGE ACT) YES  NO

INDICATE THE NUMBER OF SHARES OUTSTANDING OF EACH OF THE ISSUER'S CLASSES OF COMMON STOCK, AS OF THE LATEST PRACTICABLE DATE

Class  
Common Stock, par value \$0.10 per share

Outstanding at June 30, 2016  
133,809,183

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

FMC CORPORATION  
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (LOSS)

(In Millions, Except Per Share Data)	Three Months Ended June 30		Six Months Ended June 30	
	2016	2015	2016	2015
	(unaudited)		(unaudited)	
<b>Revenue</b>	\$ 810.3	\$ 887.1	\$ 1,609.1	\$ 1,546.5
<b>Costs and Expenses</b>				
Costs of sales and services	509.0	581.3	1,026.4	990.0
<b>Gross margin</b>	<u>301.3</u>	<u>305.8</u>	<u>582.7</u>	<u>556.5</u>
Selling, general and administrative expenses	129.1	156.0	255.6	453.9
Research and development expenses	35.1	39.0	71.1	65.6
Restructuring and other charges (income)	12.3	10.3	24.7	32.6
Total costs and expenses	<u>685.5</u>	<u>786.6</u>	<u>1,377.8</u>	<u>1,542.1</u>
Income from continuing operations before equity in (earnings) loss of affiliates, interest expense, net and income taxes	124.8	100.5	231.3	4.4
Equity in (earnings) loss of affiliates	—	(0.1)	—	—
Interest expense, net	20.0	24.7	40.8	38.7
Income (loss) from continuing operations before income taxes	<u>104.8</u>	<u>75.9</u>	<u>190.5</u>	<u>(34.3)</u>
Provision (benefit) for income taxes	32.0	17.8	62.9	(31.3)
Income (loss) from continuing operations	<u>72.8</u>	<u>58.1</u>	<u>127.6</u>	<u>(3.0)</u>
Discontinued operations, net of income taxes	(5.8)	688.2	(11.9)	703.8
Net income (loss)	<u>67.0</u>	<u>746.3</u>	<u>115.7</u>	<u>700.8</u>
Less: Net income attributable to noncontrolling interests	1.8	4.0	2.2	5.3
<b>Net income (loss) attributable to FMC stockholders</b>	<u>\$ 65.2</u>	<u>\$ 742.3</u>	<u>\$ 113.5</u>	<u>\$ 695.5</u>
<b>Amounts attributable to FMC stockholders:</b>				
Continuing operations, net of income taxes	\$ 71.0	\$ 54.1	\$ 125.4	\$ (8.3)
Discontinued operations, net of income taxes	(5.8)	688.2	(11.9)	703.8
Net income (loss) attributable to FMC stockholders	<u>\$ 65.2</u>	<u>\$ 742.3</u>	<u>\$ 113.5</u>	<u>\$ 695.5</u>
<b>Basic earnings (loss) per common share attributable to FMC stockholders:</b>				
Continuing operations	\$ 0.53	\$ 0.40	\$ 0.93	\$ (0.06)
Discontinued operations	(0.04)	5.14	(0.09)	5.27
Net income (loss) attributable to FMC stockholders	<u>\$ 0.49</u>	<u>\$ 5.54</u>	<u>\$ 0.84</u>	<u>\$ 5.21</u>
<b>Diluted earnings (loss) per common share attributable to FMC stockholders:</b>				
Continuing operations	\$ 0.53	\$ 0.40	\$ 0.93	\$ (0.06)
Discontinued operations	(0.04)	5.12	(0.09)	5.27
Net income (loss) attributable to FMC stockholders	<u>\$ 0.49</u>	<u>\$ 5.52</u>	<u>\$ 0.84</u>	<u>\$ 5.21</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**FMC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

(in Millions)	Three Months Ended June 30		Six Months Ended June 30	
	2016	2015	2016	2015
	(unaudited)		(unaudited)	
<b>Net income (loss)</b>	\$ 67.0	\$ 746.3	\$ 115.7	\$ 700.8
<b>Other comprehensive income (loss), net of tax:</b>				
Foreign currency adjustments:				
Foreign currency translation gain (loss) arising during the period	(20.1)	(2.3)	32.2	(42.0)
<b>Total foreign currency translation adjustments <sup>(1)</sup></b>	(20.1)	(2.3)	32.2	(42.0)
<b>Derivative instruments:</b>				
Unrealized hedging gains (losses) and other, net of tax of zero and (\$1.7) for the three and six months ended June 30, 2016 and \$1.5 and \$3.5 for the three and six months ended June 30, 2015, respectively	(1.6)	2.9	0.7	5.2
Reclassification of deferred hedging (gains) losses and other, included in net income, net of tax of \$0.9 and \$2.1 for the three and six months ended June 30, 2016 and \$(0.4) and (\$1.6) for the three and six months ended June 30, 2015, respectively <sup>(2)</sup>	1.7	(0.1)	4.1	(1.9)
<b>Total derivative instruments, net of tax of \$0.9 and \$0.4 for the three and six months ended June 30, 2016 and \$1.1 and \$1.9 for the three and six months ended June 30, 2015, respectively</b>	0.1	2.8	4.8	3.3
<b>Pension and other postretirement benefits:</b>				
Unrealized actuarial gains (losses) and prior service (costs) credits, net of tax of zero for the three and six months ended June 30, 2016 and zero and (\$4.7) for the three and six months ended June 30, 2015, respectively <sup>(2)</sup>	—	(1.2)	—	(7.1)
Reclassification of net actuarial and other (gain) loss and amortization of prior service costs, included in net income, net of tax of \$3.7 and \$7.3 for the three and six months ended June 30, 2016 and \$5.5 and \$12.2 the three and six months ended June 30, 2015, respectively <sup>(3)</sup>	7.1	9.7	13.4	21.4
<b>Total pension and other postretirement benefits, net of tax of \$3.7 and \$7.3 for the three and six months ended June 30, 2016 and \$5.5 and \$7.5 for the three and six months ended June 30, 2015, respectively</b>	7.1	8.5	13.4	14.3
<b>Other comprehensive income (loss), net of tax</b>	(12.9)	9.0	50.4	(24.4)
<b>Comprehensive income (loss)</b>	\$ 54.1	\$ 755.3	\$ 166.1	\$ 676.4
Less: Comprehensive income attributable to the noncontrolling interest	1.7	3.7	2.2	5.0
<b>Comprehensive income (loss) attributable to FMC stockholders</b>	\$ 52.4	\$ 751.6	\$ 163.9	\$ 671.4

- (1) Income taxes are not provided on the equity in undistributed earnings of our foreign subsidiaries or affiliates since it is our intention that such earnings will remain invested in those affiliates indefinitely.
- (2) At December 31st of each year, we remeasure our pension and postretirement plan obligations at which time we record any actuarial gains (losses) and prior service (costs) credits to other comprehensive income. The interim adjustments noted above typically reflect the foreign currency translation impacts from the unrealized actuarial gains (losses) and prior service (costs) credits related to our foreign pension and postretirement plans. The amounts for the six months ended June 30, 2015 include adjustments, recorded during the three months ended March 31, 2015, to comprehensive income as the results of the disposal of our FMC Alkali Chemicals division. This disposal triggered a curtailment of our U.S. pension plans. See Note 14 for more information.
- (3) For more detail on the components of these reclassifications and the affected line item in the condensed consolidated statements of income (loss) see Note 13.

The accompanying notes are an integral part of these condensed consolidated financial statements.

**FMC CORPORATION**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

(In Millions, Except Share and Par Value Data)

	June 30, 2016	December 31, 2015
<b>ASSETS</b>		
(unaudited)		
<b>Current assets</b>		
Cash and cash equivalents	\$ 93.6	\$ 78.6
Trade receivables, net of allowance of \$17.2 in 2016 and \$13.9 in 2015	1,627.6	1,851.4
Inventories	881.9	800.2
Prepaid and other current assets	296.0	241.7
<b>Total current assets</b>	<b>\$ 2,899.1</b>	<b>\$ 2,971.9</b>
Investments	2.8	2.5
Property, plant and equipment, net	1,025.9	1,016.4
Goodwill	795.0	776.1
Other intangibles, net	851.7	837.0
Other assets including long-term receivables, net	430.4	435.1
Deferred income taxes	277.3	286.9
<b>Total assets</b>	<b>\$ 6,282.2</b>	<b>\$ 6,325.9</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current liabilities</b>		
Short-term debt and current portion of long-term debt	\$ 53.2	\$ 112.6
Accounts payable, trade and other	440.4	403.6
Advance payments from customers	5.1	249.9
Accrued and other liabilities	320.5	337.6
Accrued customer rebates	394.5	256.1
Guarantees of vendor financing	102.8	67.2
Accrued pension and other postretirement benefits, current	6.4	6.4
Income taxes	31.2	19.9
<b>Total current liabilities</b>	<b>\$ 1,354.1</b>	<b>\$ 1,453.3</b>
Long-term debt, less current portion	1,988.9	2,036.3
Accrued pension and other postretirement benefits, long-term	156.9	194.2
Environmental liabilities, continuing and discontinued	263.1	281.8
Deferred income taxes	172.6	173.2
Other long-term liabilities	304.7	278.8
Commitments and contingent liabilities (Note 17)		
<b>Equity</b>		
Preferred stock, no par value, authorized 5,000,000 shares; no shares issued in 2016 or 2015	—	—
Common stock, \$0.10 par value, authorized 260,000,000 shares; 185,983,792 issued shares at 2016 and 2015	18.6	18.6
Capital in excess of par value of common stock	427.8	417.7
Retained earnings	3,454.2	3,385.0
Accumulated other comprehensive income (loss)	(406.9)	(457.3)
Treasury stock, common, at cost - 2016: 52,174,609 shares, 2015: 52,328,015 shares	(1,496.6)	(1,498.3)
<b>Total FMC stockholders' equity</b>	<b>\$ 1,997.1</b>	<b>\$ 1,865.7</b>
Noncontrolling interests	44.8	42.6
<b>Total equity</b>	<b>\$ 2,041.9</b>	<b>\$ 1,908.3</b>
<b>Total liabilities and equity</b>	<b>\$ 6,282.2</b>	<b>\$ 6,325.9</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**FMC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in Millions)	Six Months Ended June 30	
	2016	2015
	(unaudited)	
<b>Cash provided (required) by operating activities of continuing operations:</b>		
Net income (loss)	\$ 115.7	\$ 700.8
Discontinued operations	11.9	(703.8)
Income (loss) from continuing operations	\$ 127.6	\$ (3.0)
Adjustments from income from continuing operations to cash provided (required) by operating activities of continuing operations:		
Depreciation and amortization	67.2	54.2
Restructuring and other charges (income)	24.7	32.6
Deferred income taxes	(4.6)	21.2
Pension and other postretirement benefits	7.8	22.6
Share-based compensation	11.2	8.3
Excess tax benefits from share-based compensation	(0.4)	(2.0)
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:		
Trade receivables, net	216.6	241.4
Guarantees of vendor financing	36.1	1.2
Inventories	(89.7)	(40.8)
Accounts payable	36.8	(111.9)
Advance payments from customers	(244.8)	(184.8)
Accrued customer rebates	138.3	121.5
Income taxes	27.6	6.5
Pension and other postretirement benefit contributions	(26.3)	(51.8)
Environmental spending, continuing, net of recoveries	(11.4)	(13.5)
Restructuring and other spending	(13.7)	(10.5)
Change in other operating assets and liabilities, net <sup>(1)</sup>	(60.4)	(213.7)
Cash provided (required) by operating activities of continuing operations	\$ 242.6	\$ (122.5)
<b>Cash provided (required) by operating activities of discontinued operations:</b>		
Environmental spending, discontinued, net of recoveries	(10.1)	(4.0)
Other discontinued reserves	(8.0)	(8.6)
Operating activities of discontinued operations, net of recoveries	—	(37.5)
Cash provided (required) by operating activities of discontinued operations	\$ (18.1)	\$ (50.1)

(1) Changes in all periods primarily represent timing of payments associated with all other operating assets and liabilities. Additionally, the June 30, 2015 change is impacted by a \$99.6 million reduction in the Cheminova acquisition hedge liability and the non-cash Cheminova inventory fair value amortization of \$19.3 million. Total cash payments during the six months ended June 30, 2015 associated with the Cheminova acquisition hedges were \$264.8 million, which includes \$165.5 million that were accrued and paid within the period.

The accompanying notes are an integral part of these condensed consolidated financial statements.

(continued)

**FMC CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

(in Millions)	Six Months Ended June 30	
	2016	2015
	(unaudited)	
<b>Cash provided (required) by investing activities of continuing operations:</b>		
Capital expenditures	\$ (55.2)	\$ (65.2)
Proceeds from disposal of property, plant and equipment	1.1	1.6
Acquisitions, net of cash acquired	—	(1,205.1)
Other investing activities	(5.6)	(19.3)
Cash provided (required) by investing activities of continuing operations	\$ (59.7)	\$ (1,288.0)
<b>Cash provided (required) by investing activities of discontinued operations:</b>		
Proceeds from divestitures	—	1,653.2
Other discontinued investing activities	—	(15.6)
Cash provided (required) by investing activities of discontinued operations	\$ —	\$ 1,637.6
<b>Cash provided (required) by financing activities of continuing operations:</b>		
Increase (decrease) in short-term debt	(59.4)	(394.6)
Repayments of long-term debt	(50.8)	(1,023.7)
Financing fees	(0.7)	—
Proceeds from borrowings of long-term debt	2.8	1,650.0
Issuances of common stock, net	2.1	5.6
Excess tax benefits from share-based compensation	0.4	2.0
Dividends paid <sup>(2)</sup>	(44.3)	(42.2)
Other repurchases of common stock	(1.2)	(3.2)
Cash provided (required) by financing activities of continuing operations	\$ (151.1)	\$ 193.9
Effect of exchange rate changes on cash and cash equivalents	1.3	(2.9)
Increase (decrease) in cash and cash equivalents	15.0	368.0
Cash and cash equivalents, beginning of period	78.6	109.5
Cash and cash equivalents, end of period	\$ 93.6	\$ 477.5

(2) See Note 13 regarding quarterly cash dividend.

Supplemental disclosure of cash flow information: Cash paid for interest, net of capitalized interest was \$39.2 million and \$37.9 million, and income taxes paid, net of refunds were \$37.7 million and \$19.0 million for the six months ended June 30, 2016 and 2015, respectively. Non-cash additions to property, plant and equipment were \$24.2 million and \$4.6 million for the six months ended June 30, 2016 and 2015.

The accompanying notes are an integral part of these condensed consolidated financial statements.

October 7, 2016

Sweetwater County, Wyoming  
80 West Flaming Gorge Way, Suite 150  
Green River, WY 82935  
Attn: Mr. Dale Davis

FMC Corporation  
FMC Tower at Cira Centre South  
2929 Walnut Street  
Philadelphia, PA 19104  
Attn: Mr. Brian Blair

Re: Disclosures by the Underwriter Pursuant to MSRB Rule G-17  
\$90,000,000 Sweetwater County, Wyoming Solid Waste Disposal Refunding Revenue Bonds  
(FMC Corporation Project) Series 2016.

Dear Mr. Davis and Mr. Blair:

We are writing to provide you, as County Clerk of Sweetwater County, Wyoming and (the "Issuer") and Assistant Treasurer of FMC Corporation (the "Obligated Person"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).<sup>1</sup>

The Obligated Person has engaged Merrill Lynch, Pierce, Fenner & Smith Incorporated ("BofAML") to serve as an underwriter and not as a financial advisor or municipal advisor to either the Issuer or the Obligated Person in connection with the issuance of the Bonds.

As part of our underwriting services, BofAML, and any other underwriters (collectively the "Underwriter"), may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.<sup>2</sup>

As the issuer of the Bonds, the Issuer will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks of the Bonds will be borne by the Obligated Person, as set forth in those legal documents.

**I. Disclosures Concerning the Underwriter's Role**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers, obligated persons and investors.

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

<sup>2</sup> In the event BofAML is acting as senior managing underwriter, we are providing this letter, other than the disclosure contained in Section III of this letter, on behalf of the underwriters.

- (ii) The Underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer and the Obligated Person. The Underwriter has financial and other interests that differ from those of the Issuer and the Obligated Person.
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer, the Obligated Person or any other party under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer, the Obligated Person or any other party without regard to their own financial or other interests.
- (iv) The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The Underwriter will review the official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>3</sup>

## II. Disclosures Concerning the Underwriter's Compensation

The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in any bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriter may have an incentive to recommend to the Issuer or the Obligated Person a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## III. BofAML Conflicts Disclosures

Bank of America Corporation and its affiliates (collectively, the "BAC Group") comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and strategic advisory services and other commercial services and products to a wide range of corporations, governments and individuals, domestically and offshore, from which conflicting interests or duties, or a perception thereof, may arise. In the ordinary course of these activities, parts of the BAC Group at any time may invest on a principal basis or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions, for their own accounts or the accounts of customers, in securities or financial instruments (including derivatives, bank loans or other obligations) of the Issuer, the Obligated Person or any other party that may be involved in the transaction. Parts of the BAC Group may also communicate independent investment recommendations, and market advice, or trading ideas and/or publish or express independent research views with respect to such securities or other financial instruments.

If the Obligated Person decides to sell short-term maturities of the Bonds through a competitive sealed bid process, then BofAML's Underwriting Desk may manage the process by soliciting bids from the syndicate and potential investors and identifying any winning purchasers. BofAML's Short-Term Desk may elect to place bids on its own behalf. When the Underwriting Desk manages this process, it does not share information regarding any bids with the Short-Term Desk or any other potential investors prior to disclosing the winning purchasers.

<sup>3</sup> Under federal securities law, an issuer and/or obligated person of securities has the primary responsibility for disclosure to investors. The review of the official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by the Issuer or the Obligated Person as a guarantee of the accuracy or completeness of the information in the official statement.

BofAML may place Bonds in its or an affiliate's municipal bond joint venture / tender option bond program to be held for the account of BofAML or the affiliate.

BofAML understands that the Obligated Person intends to use a portion of the proceeds from the issuance of the Bonds to refund certain of the Obligated Person's outstanding securities (the "Refunded Bonds"). To the extent BofAML or an affiliate thereof holds Refunded Bonds, BofAML or its affiliate, as applicable, would receive a portion of the proceeds from the issuance of the Bonds in connection with such Refunded Bonds being purchased by the Obligated Person.

**IV. Miscellaneous**

Nothing in this letter should be viewed as a commitment by the Underwriter to purchase or sell the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

If you or any other Issuer or Obligated Person officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's or Obligated Person's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

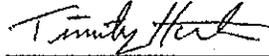
It is our understanding that you have the authority to bind the Issuer or Obligated Person by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. **Accordingly, please send me an email to that effect, or sign and return a copy of this letter to me at the address set forth below.** Having received the disclosures contained in this letter, we additionally wish to seek your acknowledgment of our engagement as underwriter. Depending on the structure of the transaction that the Issuer or Obligated Person decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer and the Obligated Person in connection with the issuance of the Bonds. Thank you.

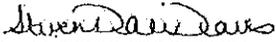
Sincerely,

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED



Timothy C. Harte  
Vice-President  
Bank of America Tower  
One Bryant Park  
NY1-100-12-05  
New York, NY 10036  
timothy.c.harte@baml.com

Acknowledgement:



Dale Davis, County Clerk  
Sweet Water County, Wyoming

Date: October 11, 2016

Acknowledgement:

\_\_\_\_\_  
Brian Blair, Assistant Treasurer  
FMC Corporation

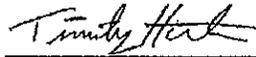
Date: \_\_\_\_\_

CC: Todd Freier, Chapman and Cutler LLP  
Scott Singer, Nixon Peabody LLP  
Katie Baynes, Nixon Peabody LLP  
James P. Schermetzler, Sweetwater County, Wyoming  
Randall Towers, Ballard Spahr LLP

We look forward to working with you and the Issuer and the Obligated Person in connection with the issuance of the Bonds. Thank you.

Sincerely,

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED



Timothy C. Harte  
Vice-President  
Bank of America Tower  
One Bryant Park  
NY1-100-12-05  
New York, NY 10036  
timothy.c.harte@baml.com

Acknowledgement:

\_\_\_\_\_  
Dale Davis, County Clerk  
Sweet Water County, Wyoming

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

Acknowledgement:

  
\_\_\_\_\_  
Brian Blair, Assistant Treasurer  
FMC Corporation

Date: 10/10/2016

CC: Todd Freler, Chapman and Cutler LLP  
Scott Singer, Nixon Peabody LLP  
Katie Baynes, Nixon Peabody LLP  
James P. Schermetzler, Sweetwater County, Wyoming  
Randall Towers, Ballard Spahr LLP

Merrill Lynch Disclosures Pursuant to MSRB Rule G-17

**Fixed Rate Bonds**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

As the Issuer of the Bonds, the Issuer will be a party to certain legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described below will be borne by the obligated person, as set forth in those legal documents. In such case, any reference below to "you" or "your" shall refer to the obligated person.

**Financial Characteristics**

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

## Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.<sup>1</sup>

### General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

### Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization. Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

---

<sup>1</sup> The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

#### **Issuer Default Risk**

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some Issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### **Redemption Risk**

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### **Refinancing Risk**

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

#### **Reinvestment Risk**

You may have proceeds of the bonds to invest prior to the time that you are able to spend those

proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage” resulting in a higher cost of funds.

*Tax Compliance Risk*

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> October 18, 2016	<b>Presenters Name &amp; Title:</b> Mary Thoman, Chair Michael Brown, Engineer Karen Pecheny, Clerk
<b>Department or Organization:</b> SWCCD	<b>Contact Phone and E-mail:</b> admin@swccd.us 307.362.5257
<b>Exact Wording for Agenda:</b> Drop Structure Update Project	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b>  10 am Please allow 15-20 minutes for discussion
<b>Will there be Handouts? (If yes, include with meeting request form)</b> no	<b>Will handouts require SIGNATURES:</b> no
<b>Additional Information:</b>	
Update to the Board on the Bitter Creek Drop Structure Project	

• **INSTRUCTIONS**

- 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](mailto: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.

## Sally Shoemaker

---

**From:** Sweetwater County Conservation District <admin@swccd.us>  
**Sent:** Tuesday, October 11, 2016 9:43 AM  
**To:** Sally Shoemaker  
**Subject:** Commission Agenda 10.18.16  
**Attachments:** October\_18\_agenda.pdf

Good Morning Sally,

We are requesting time on the Commissioners agenda for October 18 . Can you please set aside 15-20 minutes.

Thank you.

**Karen Pecheny**  
**District Clerk**

Sweetwater County Conservation District

79 Winston Drive, Suite 103

Rock Springs, WY 82901

Office: 307-362-5257

email: [admin@swccd.us](mailto:admin@swccd.us) | website: <http://www.swccd.us>



# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: October 18, 2016	Presenters Name & Title: Betsey Biesty, Director, Permitting.
Department or Organization: Hanwha Q CELLS	Contact Phone and E-mail: 1-805-450-7747/betseybiesty@us.q-cells.com
Exact Wording for Agenda: Presentation of Sweetwater Solar Energy Project	Preference of Placement on Agenda & Amount of Time Requested for Presentation:  Morning-20 minutes
Will there be Handouts? (If yes, include with meeting request form) no	Will handouts require SIGNATURES: no
Additional Information: Sweetwater Solar Energy Project is proposing to construct a 80 MW solar facility on federal lands in Sweetwater County Wyoming.	

• **INSTRUCTIONS**

- 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](mailto: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.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> October 18, 2016	<b>Presenters Name &amp; Title:</b> Larry Lloyd, Executive Director Kandi Pendleton, Marketing & Events Manager
<b>Department or Organization:</b> Sweetwater Events Complex	<b>Contact Phone and E-mail:</b> Larry 307-389-1744 llloyd@sweetwaterevents.com Kandi 307-389-7707 kpendleton@sweetwaterevents.com
<b>Exact Wording for Agenda:</b> Sweetwater Events Complex Update	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 15 Minutes - anytime
<b>Will there be Handouts? (If yes, include with meeting request form)</b> No	<b>Will handouts require SIGNATURES:</b> No
<b>Additional Information:</b>      	

• **INSTRUCTIONS**

- 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](mailto: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.

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> October 18, 2016	<b>Presenters Name &amp; Title:</b> Jenissa Meredith, Executive Director Allan Wilson, Board Chair
<b>Department or Organization:</b> Sweetwater County Joint Travel & Tourism Board	<b>Contact Phone and E-mail:</b> (307) 382-2538 jmeredith@tourwyoming.com
<b>Exact Wording for Agenda:</b> Sweetwater County Lodging Tax Board: Amendment to Joint Powers Agreement	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Flexible: 10-15 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Amended Joint Powers Agreement	<b>Will handouts require SIGNATURES:</b> Not at this time. Once the Attorney General approves the amendment, the parties of the JPA will be asked to draft a resolution to approve the amendment.
<b>Additional Information:</b>	
The Sweetwater County Travel and Tourism Board is requesting that the Joint Powers Agreement be amended	
to increase the tax from 2% to 3%, extend board member term limits and	
remove the Wyoming Travel Commission language as the Travel Commission no longer exists.	

### • INSTRUCTIONS

- 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](mailto: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.

Sally Shoemaker

---

**From:** admin@tourwyoming.com  
**Sent:** Wednesday, October 05, 2016 10:50 AM  
**To:** Sally Shoemaker  
**Subject:** RE: Lodging Tax Board- Joint Powers Agreement Amendment  
**Attachments:** Joint Powers Agreement.pdf; JPA Amendment 29 Sept 2016.doc

Sally,

Please find attached the Joint Powers Agreement (JPA) for the Sweetwater County Lodging Tax Board, as well as the amendment for the county commissioners to review. Jenissa's presentation on October 18<sup>th</sup> will be informational only, no action is required at this time.

This amendment has been sent to the Attorney General's Office for approval, prior to any action being taken by the county commissioners. Once the AG office approves the amendment, we will notify all parties of the JPA so that each can draft a resolution for approval.

If you have any questions please let me know.

Thank you

**Carol Valsey**

Administrative Assistant/Grant Specialist  
Sweetwater County Joint Travel & Tourism Board  
404 N Street, Suite 304  
Rock Springs, WY 82901  
307-382-2538

---

**From:** Sally Shoemaker [<mailto:shoemakers@sweet.wy.us>]  
**Sent:** Monday, September 19, 2016 8:24 AM  
**To:** [admin@tourwyoming.com](mailto:admin@tourwyoming.com)  
**Subject:** RE: Lodging Tax Board- Joint Powers Agreement Amendment

Good morning, Carol. Thank you for your email. Please find attached a meeting request form. Please complete and return no later than noon on Wednesday, October 12<sup>th</sup>. We will also need the Joint Powers Agreement so that it can be placed in the commissioners packet. Please note that the original agreement will need to be delivered to Deputy County Clerk Vickie Eastin.

Should you have any questions, please do not hesitate to contact me.

Thank you,

*Sally Shoemaker*

[shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)  
307-872-3897 (office)  
307-872-3992 (Fax)

---

**From:** [admin@tourwyoming.com](mailto:admin@tourwyoming.com) [<mailto:admin@tourwyoming.com>]

**Sent:** Friday, September 16, 2016 1:17 PM

**To:** Sally Shoemaker

**Subject:** Lodging Tax Board- Joint Powers Agreement Amendment

Sally,

Jenissa Meredith would like to be added to the October 18<sup>th</sup> County Commissioners meeting agenda concerning the Lodging Tax Board – Joint Powers Agreement Amendment. Please let me know if this is possible and if you need anything else from me.

Thank you

**Carol Volvey**

Administrative Assistant/Grant Specialist

Sweetwater County Joint Travel & Tourism Board

404 N Street, Suite 304

Rock Springs, WY 82901

307-382-2538

OCT 11 1991

229

SECRETARY OF STATE

JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS JOINT POWERS AGREEMENT is made and entered into to be effective the \_\_\_\_\_ day of August, 1991, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER, pursuant to the provisions of Wyoming Statutes Sections 39-6-412 and 16-1-104.

W I T N E S S E T H:

WHEREAS, the parties desire to promote local travel and tourism and by resolution requested an election on the proposition to impose an excise tax upon the sales price paid for lodging services; and

WHEREAS, said proposition was submitted at a special election and the proposition for the county lodging tax of two percent (2%) was approved by a majority of the qualified electors of Sweetwater County casting their ballots at said election; and

WHEREAS, the proceeds of such tax are to be used to promote local travel and tourism; and

WHEREAS, Wyoming Statutes Section 39-6-412 requires the formation of a joint powers board by the County and a majority of the municipalities within the County to control the expenditure of the amounts collected from said tax; and

WHEREAS, Wyoming Statutes Sections 16-1-101, et seq. authorize cooperation between public entities and set forth the requirements to create and conduct said joint powers board.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS. In this agreement:

(a) "County" means the County of Sweetwater, State of Wyoming, acting by and through its Board of County Commissioners.

(b) "Board" means the Sweetwater County Joint Travel and Tourism Board established by this agreement.

(c) "Municipality" means the following municipal corporations, located within Sweetwater County, Wyoming: City of Green River, City of Rock Springs, Town of Superior, and Town of Wamsutter.

(d) "Parties" means the entities adopting the resolution and approving this joint powers agreement consisting of Sweetwater County and the municipalities described in paragraph (c) above.

(e) "Governing Body" means the Board of County Commissioners of Sweetwater County and the Mayor and Council of the municipalities described in paragraph (c) above.

2. PURPOSE. The purpose of this joint powers agreement is to provide for the establishment of a joint powers board pursuant to Wyoming law to promote local travel and tourism within the County and Municipalities and to receive and spend the revenues from the excise tax on lodging services.

3. DURATION. This agreement and the Board created hereby shall continue until the proposition for the continuation of the county lodging tax is defeated by the qualified electors pursuant to the provisions of Wyoming Statutes, Section 39-6-412(e), or until terminated as hereinafter provided.

4. JOINT POWERS BOARD. There is hereby created, pursuant to Wyoming Statutes Section 39-6-412, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members, ten (10) of whom shall be qualified electors of Sweetwater County, Wyoming, and one (1) of whom shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located. The board shall carry out the purposes of this "Joint Powers Agreement" pursuant to the powers of the parties hereto and the powers and duties delegated to the Board through this agreement and pursuant to the applicable Wyoming Statutes.

5. APPOINTMENT AND TERMS OF OFFICE.

Ten (10) of the appointments to the Board shall be made by the parties to this Agreement acting through their respective Governing Bodies. The initial appointments by the Governing Bodies shall be for staggered terms of one, two and three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than two (2) consecutive terms. The composition of the Board shall be as follows:

Party	Number of Board Members	No. of Appointments for Initial Term
Sweetwater County	(1)	One for Two Year Term
Green River	(2)	One for One Year Term One for Three Year Term
Rock Springs	(5)	One for One Year Term Two for Two Year Term Two for Three Year Term
Superior	(1)	One for Two Year Term
Wamsutter	(1)	One for Three Year Term

All appointments after the initial term shall be for three (3) years.

The 11th member shall be a member of the Wyoming Travel Commission appointed to represent the district in which Sweetwater County is located.

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

All board members shall be required to take an oath of office similar in nature to the oath of office for elected officials in the State of Wyoming.

Any member of the board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

It is agreed that in the event the member of the travel commission does not reside in Rock Springs, Sweetwater County agrees to appoint as its member a resident from within the jurisdictional limits of Rock Springs.

The make-up of the board may be changed only upon the agreement of all the parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.

6. ORGANIZATION OF THE BOARD. Promptly following the initial appointment of its members, the Board shall meet, organize and elect from its membership a chairman, vice-chairman, secretary and treasurer. The secretary of the Board shall notify the parties of the Board's organization and shall file a certificate with the County Clerk of Sweetwater County, Wyoming and the Secretary of State of

Wyoming showing its organization as set forth and required by Wyoming law.

Upon filing of the certificate of organization, the Board shall become a body corporate and politic, and a public corporation.

7. POWERS AND DUTIES. Subject to the provisions hereof, the Board shall have such powers and duties as are enumerated in or reasonably implied from the Wyoming Joint Powers Act, Wyoming Statutes Section 16-1-102 et seq., Wyoming Statutes Section 39-6-412, and any and all other applicable statutes of the State of Wyoming.

Within the limits of its authorized and available funds, the Board may employ technical, legal, administrative and clerical assistance and engage the services of research and consulting agencies. In the performance of its duties the Board may utilize the services of any officer or employee of a Party with the approval of that Party's governing body.

The revenues collected and distributed shall be used to promote local travel and tourism. Expenditures for travel and tourism promotion shall be limited to promotional materials, television and radio advertising, printed advertising, promotion of tours and other tourism related objectives. None of the funds shall be spent for capitol construction or improvements.

8. BOARD PROCEDURES. The Board shall adopt such policies, by-laws, and regulations, not inconsistent with this Agreement, the Wyoming Joint Powers Act, Wyoming Statutes Sections 16-1-102, et seq., Section 39-6-412, and any and all other applicable statutes, as it deems necessary or proper to carry out the business of the board.

The Board shall: (a) Keep minutes of meetings at which official action is taken, as well as financial records; (b) Fix the time and place of regular meetings, provided, that a regular meeting shall be held at least once each three (3) months; (c) Cooperate with and solicit advise from the governing bodies of the Parties hereto; (d) Report annually to the Parties as to its progress, actions, decisions and plans.

9. FISCAL PROCEDURES. The financial operations, accounting system and budget process shall be carried out by the Board in accordance with the requirements of this Agreement, and of the Uniform Municipal Fiscal Procedures Act, Wyoming Statutes Sections 16-4-101 through 16-4-124. No payment for services rendered or material or property purchased shall be made except in strict accordance with a budget and operating plan approved by the Board and except on approval of a sworn voucher in accordance with the procedures governing counties, cities and towns.

The fiscal year of the Board shall be July 1 each year to June 30 the following year.

On or before the 15th day of May of each year, the Board shall submit its budget, program, and operating plan to each of the Parties to this agreement. The operating plan shall be sufficiently detailed to eliminate ambiguities with regard to general target areas, equipment acquisition and personnel hiring. In addition the board shall provide the Parties to this agreement a report detailing its activities and expenditures within twenty (20) days after the end of each quarter. Failure to submit said information or reports shall cause funds to be held and retained until such time as sufficiently detailed information or reports are submitted. ....

10. TERMINATION AND DISSOLUTION. This agreement may be terminated by the parties to the agreement and shall terminate if the proposition to continue said tax is defeated. No Party may adopt a resolution to terminate this agreement or its obligations hereunder if the effect of the adoption of such resolution would violate the provisions of Wyoming Statutes Section 39-6-412, or cause or constitute a breach of any contract.

Upon termination, any funds remaining shall be distributed to the County in the proportion that the amount collected outside the corporate limits of its cities and towns bears to the total amount of funds collected in the county, and to each Municipality within the county in proportion that the amount collected within the corporate limits of each Municipality bears to the total amount collected.

11. CONTRACTING. All contracts or agreements entered into by the Board for property, materials or services shall contain a provision acknowledged by the parties thereto that no obligation of the Board shall continue beyond its existence or become the obligation of any of the Parties hereto.

12. SEVERABILITY. All provisions of this Agreement are distinct and severable and if any provision or clause shall be held invalid, illegal, unenforceable or against public policy, the validity or legality of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

13. DUPLICATE ORIGINALS. This agreement shall be deemed fully executed and shall become effective upon the signature of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Joint Powers Agreement on behalf of the parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING

ATTEST

BY: *Robert Brown*  
Sweetwater County Clerk

BY: *Fred Redmond*  
Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

BY: *Norman C. Stark*  
Clerk

BY: *George C. Egan*  
Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

BY: *Richard E. Dube*  
Clerk

BY: *Paul S. Clark*  
Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

BY: *Phyllis Manning*  
Clerk

BY: *Dan M. J.*  
Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

BY: *Ann Palmer*  
Clerk

BY: *Bob J. Patterson*  
Mayor

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

STATE OF WYOMING

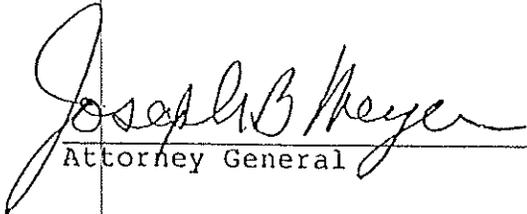
\_\_\_\_\_  
Attorney General

This Agreement has been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105(a)(ii). In approving this Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. § 16-1-105(a)(ii), this joint powers agreement has been reviewed and the Attorney General has determined that the agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this 11<sup>th</sup> day of October, 1991.

STATE OF WYOMING

  
\_\_\_\_\_  
Attorney General

AGREEMENT

TWO PERCENT (2%) COUNTY LODGING TAX

The County of Sweetwater hereby contracts with the Wyoming Department of Revenue pursuant to and in compliance with Section 39-6-412, W.S. 1977, as amended, whereby the Department shall perform all functions incident to the administration of the two percent (2%) Lodging Tax Resolution of Sweetwater County, Wyoming as approved by the qualified electors at the June 25, 1991 special election.

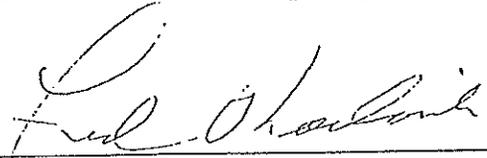
This agreement shall remain in effect until one (1) year after the tax expires.

DATED this 11th day of July, 1991.

ATTEST:

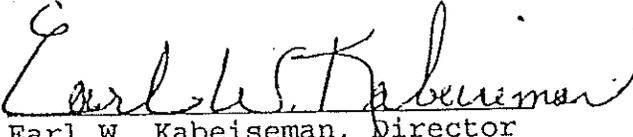
BOARD OF COUNTY COMMISSIONERS  
Sweetwater County, Wyoming

  
\_\_\_\_\_  
Albert B. Vesco, County Clerk

  
\_\_\_\_\_  
Fred Radosevich, Chairman

Approved and Accepted this 10th day of July, 1991.

WYOMING DEPARTMENT OF REVENUE

  
\_\_\_\_\_  
Earl W. Kabeiseman, Director

AMENDMENT TO JOINT POWERS AGREEMENT

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD

THIS AMENDMENT TO JOINT POWERS AGREEMENT is made and entered into to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between SWEETWATER COUNTY, WYOMING, acting by and through its Board of County Commissioners and the following municipal corporations located within Sweetwater County, Wyoming, CITY OF GREEN RIVER, CITY OF ROCK SPRINGS, TOWN OF SUPERIOR, and TOWN OF WAMSUTTER.

W I T N E S S E T H:

WHEREAS, the Parties originally entered into the Joint Powers Agreement (hereinafter "Original Agreement") on the \_\_\_ day of \_\_\_\_\_, after a majority of the qualified electors of Sweetwater County, casting ballots at a special election originally approved a county lodging tax of two percent (2%) and then approved an increase in the county lodging tax to three percent (3%) on the \_\_\_ day of \_\_\_\_\_; and,

WHEREAS, the Parties now desire to amend certain paragraphs of said agreement; and

WHEREAS, all parties to the original Joint Powers Agreement Sweetwater County Joint Travel and Tourism Board agree to said amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES AS FOLLOWS:

1. Paragraph 4 of the Original Agreement is hereby amended to read as follows:

"4. JOINT POWERS BOARD: There is hereby created, pursuant to Wyoming Statutes, a joint powers board to be known as the "Sweetwater County Joint Travel and Tourism Board." The board shall consist of 11 members who shall be qualified electors of Sweetwater County, Wyoming. The Board shall carry out the purposes of this "Joint Powers Agreement" pursuant to the powers of the Parties hereto and the powers and duties delegated to the Board through this agreement and pursuant to the applicable Wyoming Statutes."

2. Paragraph 5 of the Original Agreement is hereby amended to read as follows:

"5. APPOINTMENT AND TERMS OF OFFICE

All of the appointments to the Board shall be made by the Parties to this Agreement acting through their respective Governing Bodies and shall be for terms of three years as hereinafter provided with the right of reappointment, provided that no member shall serve more than three (3) consecutive terms. The composition of the Board shall be as follows:

Party	Number of Board Members
Sweetwater County	(1)
Green River	(2)
Rock Springs	(6)
Superior	(1)
Wamsutter	(1)

Vacancies for unexpired terms shall be filled by the governing body responsible for the appointment which has become vacant.

All board members shall be required to take an oath of office similar in nature to the oath of office for elected officials in the State of Wyoming.

Any member of the Board may be removed by the governing body of the party appointing the member.

The majority of the Board membership shall be comprised of representatives of the travel and tourism industry and the Parties shall take this requirement into consideration when making their respective appointments to the Board to insure that this requirement is met.

The makeup of the board may be changed only upon the agreement of all the Parties hereto, and after a finding that the percentage of the total number of lodging rooms in any given community which is a party hereto has substantially changed.”

IN WITNESS WHEREOF, the undersigned have executed this Amendment To Joint Powers Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
SWEETWATER COUNTY, WYOMING

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_  
Sweetwater County Clerk Chairman

CITY OF GREEN RIVER, WYOMING

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk Mayor

CITY OF ROCK SPRINGS, WYOMING

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk Mayor

TOWN OF SUPERIOR, WYOMING

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk Mayor

TOWN OF WAMSUTTER, WYOMING

ATTEST

By: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk Mayor

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

STATE OF WYOMING

\_\_\_\_\_  
Attorney General

This Amendment to Agreement is been approved because it is compatible with the laws and constitution of Wyoming, as required by W.S. 16-1-105 (a) (ii). In approving this Amendment to Agreement, the Attorney General does not approve nor disapprove of any specific plan for financing the project authorized by this Agreement.

In accordance with W.S. ' 16-1-105 (a) (ii), this Amendment to Joint Powers Agreement has been reviewed and the Attorney General has determined that the Amendment to Agreement is compatible with the laws and the constitution of the State of Wyoming. The approval of this Amendment to Agreement by the Attorney General is limited to the terms and conditions of the agreement itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

STATE OF WYOMING

\_\_\_\_\_  
Attorney General

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> October 18, 2016	<b>Presenters Name &amp; Title:</b> Krisena Marchal, Grants Manager Judy Roderick, Coordinator
<b>Department or Organization:</b> Grants Administration Emergency Management/Homeland Security	<b>Contact Phone and E-mail:</b> (307) 872-3888 marchalk@sweet.wy.us (307) 922-5371 roderickj@sweet.wy.us
<b>Exact Wording for Agenda:</b> Approval of the FY 2016 Emergency Management Performance Grant Agreement and Point-of-Contact Form	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Yes - attached	<b>Will handouts require SIGNATURES:</b> Yes - by the Chairman  (2 documents to sign)
<b>Additional Information:</b>	
Requested Action:	
Motion to approve, and authorize the Chairman to sign,	
the Fiscal Year 2016 Emergency Management Performance Grant Agreement	
and Point-of-Contact Form	

**To: Sweetwater County Commissioners**  
**From: Krisena Marchal**  
**Subject: BOCC Meeting 10/18/16**  
**Approval of the FY 2016 Emergency Management Performance Grant (EMPG) Agreement and Point-of-Contact Form**

**Executive Summary:**

Sweetwater County was awarded \$60,000 in federal Emergency Management Performance Grant (EMPG) funding from the Wyoming Office of Homeland Security. The grant project requires a 50 percent cash match of \$60,000 that has already been budgeted in the Grant Project’s budget. The term of this grant award is from October 1, 2015 to March 31, 2017. Sweetwater County will only submit allowable expenses for reimbursement beginning on July 1, 2016 so that last year’s County financial records are not flawed.

The purpose of EMPG funding is to enhance the ability of governments to prevent, protect against, mitigate, respond and recover from potential terrorist acts and other hazards.

<b>EMERGENCY MANAGEMENT/HOMELAND SECURITY 12 MONTH PAYROLL BUDGET</b>				
<b>Expense Type</b>	<b>EMPG Grant Award</b>	<b>Cash Match</b>	<b>Department Budget</b>	<b>TOTAL</b>
• Salary and benefits for two employees doing allowable grant activities	60,000	60,000	36,675	<b>\$156,675</b>
	<b>38%</b>	<b>38%</b>	<b>24%</b>	<b>100%</b>

**Staff Notes:**

Staff notes that the grant award doubled since last year.

In addition, the agreement was delayed so changes could be made at the request of the County regarding sovereign immunity (Page 11). The Wyoming Office of Homeland Security has already indicated that the term of the grant can be extended if needed.

The last page of this packet indicates the EMPG funding allocations to each state. The distribution formula for each state is based on a flat percent plus population.

<b><u>Action Requested:</u></b>	<b>Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2016 Emergency Management Performance Grant Agreement and Point-of-Contact Form</b>
---------------------------------	---



Matthew H. Mead  
Governor

# Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017  
Website: <http://hls.wyo.gov>  
5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron  
Director

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Emergency Management Performance Grant (EMPG) Grant Fiscal Year 2016

<b>Political Subdivision:</b>	<b>Sweetwater County</b>
<b>Federal Amount:</b>	<b>\$60,000.00</b>
<b>Local Match Amount:</b>	<b>\$60,000.00</b>
<b>Award Period:</b>	<b>October 1, 2015 through March 31, 2017</b>
<b>CFDA #:</b>	<b>97.042</b>
<b>DHS Grant Code:</b>	<b>EMW-2016-EP-00063-S01</b>
<b>Project ID:</b>	<b>16-GPD-SWE-EM-GCF16</b>

- Parties:** The parties to this Grant Award Agreement [Grant] are the Wyoming Office of Homeland Security, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 [Homeland Security] and Sweetwater County, whose mailing address is 80 West Flaming Gorge Way, Green River, WY, 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, EMPG Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2016 Homeland Security Grant Program, EMPG Program. The program is authorized by the *by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).* Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly

in the federal government and the states and their political subdivisions. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. Appropriation authority for the program is authorized under the Department of Homeland Security Appropriations Act, 2015, (Pub. L. No. 114-4).

4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from October 1, 2015 through March 31, 2017.
  
5. **Federal Grant References:** The Fiscal Year 2016 EMPG Program Notice of Funding Opportunity (NOFO) can be found at [http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70ccelf5ee7b967/FY\\_2016\\_EMPG\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70ccelf5ee7b967/FY_2016_EMPG_NOFO_FINAL.pdf). The Comprehensive Preparedness Guide (CPG) 101 v.2 September 2010, <http://www.fema.gov/library/viewRecord.do?=&id=5697> or [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf), State Multi-Hazard Mitigation Planning Guidance (Mitigation Planning "Blue Book"), <http://www.fema.gov/media-library/assets/documents/101659>, Local Mitigation Planning Handbook <http://www.fema.gov/media-library/assets/documents/23194>, Multi-Year Training and Exercise Plans, <https://www.fema.gov/media-library/assets/documents/32326>, National Incident Management System (NIMS) Implementation, <http://www.fema.gov/implementation-guidance-and-reporting>, and NIMS Resource Center, <http://www.fema.gov/nims>; EMPG forms, and other documents.

**Subrecipient shall read and ensure the necessary personnel become familiar with and adhere to the contents of the NOFO.**

6. **Purpose of Grant Award:** The priority for FY 2016 EMPG funding is to continue the alignment of the EMPG Program to the National Preparedness System. The Nation utilizes the National Preparedness System to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of "a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk." The objective of the National Preparedness System is to facilitate an integrated, all-of-Nation, risk informed, capabilities-based approach to preparedness. The guidance, programs, processes, and systems that support each component of the National Preparedness System enable a collaborative, whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government (<http://www.fema.gov/whole-community>).

The FY 2016 EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Emphasis is placed on capabilities that address the greatest risks to the security and resilience of the United States, and the greatest risks along the Nation's borders. When applicable, funding should support

deployable assets that can be utilized anywhere in the Nation through automatic assistance and mutual aid agreements, including but not limited to the Emergency Management Assistance Compact (EMAC).

The FY 2016 EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are interdependent and require the use of existing preparedness networks and activities, to improve training and exercise programs, promote innovation, and to ensure that the appropriate administrative, finance, and logistics systems are in place.

Recipients will use the components of the National Preparedness System to support building, sustaining, and delivering these core capabilities. The components of the National Preparedness System are: Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. For more information on each component, read the National Preparedness System description available at <http://www.fema.gov/national-preparedness-system>. Recipients are expected to use this process when using grant funds to address their capability gaps.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

A. Per the terms set forth in the approved 2016 Subrecipient Work Plan, these funds will specifically support 1) the operations of the Sweetwater County homeland security program by partially funding the position of homeland security coordinator and deputy homeland security coordinator.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total federal allocation under this Grant shall not exceed **\$60,000.00 (Sixty Thousand Dollars and Zero Cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment, including relevant personnel paycheck stubs, provided the expenditures comply with the FY2016 NOFO, the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2016 EMPG Program reimbursement or performance period.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Subrecipient must be familiar with all the requirements and restrictions of the Emergency Management Performance Grant Program, including:

(i) Subrecipient must be familiar with the 2016 EMPG objectives and priorities identified in the FY

2016 EMPG NOFO.

- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 EMPG NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the State EMPG Work Plan and Subrecipient EMPG Work Plan which were submitted as part of the FY 2016 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf)
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2016 EMPG NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.
- (ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

- (x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant. The subrecipient may be monitored periodically by the staff of Homeland Security, FEMA, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met. Subrecipients must respond to these reviews within a reasonable time and participate to the best of their ability in order to meet the federal requirements for monitoring.
  - (xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
  - (xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
  - (xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
  - (xiv) Subrecipient may only fund Investments that were approved project(s) listed in section six (6).
  - (xv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 45 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
  - (xvi) Subrecipient agrees to complete a THIRA/CPR update annually by September 1 of each year during the entire performance period of this award.
  - (xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101, version 2, if updated within the last two years, by September 1, 2017.
  - (xviii) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 C.F.R. § 13.32(1) annually, no later than July 1 during the entire performance period of this award.
  - (xix) Subrecipient agrees to enter all shareable resources and equipment into the Wyoming Comprehensive Resource Management System (Salamander) prior to seeking reimbursement or within 30 calendar days from the receipt of the item, whichever occurs first.
  - (xx) Subrecipient agrees to attend at least two Coordinator's Quarterly Meeting each fiscal year in order to increase the opportunities for collaboration with peers and receive the trainings necessary to meet the state homeland security initiatives. If subrecipient is unable to meet this requirement, written explanation will be submitted to Homeland Security no later than March 31, 2017.
- B. This Grant cannot be changed or altered in any way without prior written authorization from Homeland

Security.

- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.
- E. Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the grant performance period, regardless of expenditure(s). Quarterly reports will include:
  - (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);
  - (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;
  - (iii) Status of NIMS compliance and training for personnel;
  - (iv) Status of THIRA and EOP updates and;
  - (v) What equipment was purchased, what typed capability it supports, and plans for sustainment.Quarterly reports will be submitted electronically via [https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/view\\_form?usp=send\\_form](https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/view_form?usp=send_form).

**9. Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**10. Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and CFR 2 § Part 180 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and

contractors or subcontractors to the extent practicable.

- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR § Part 3001.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- H. **Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- I. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- J. **Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any Federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.
- K. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.
- L. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of (seven hundred and fifty dollars and zero cents) \$750,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- M. **Fly America Act of 1974:** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.
- N. **Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or

otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the U.S. Department of Homeland Security FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- O. Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
- P. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub awards under the award.
- Q. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.
- Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- R. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- S. Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal in accordance with 31 U.S.C. §1352.
- T. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at [www.lep.gov](http://www.lep.gov).
- U. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- V. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the

Original Document

Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

- W. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- X. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient 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 Grant.
- Y. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- Z. Procurement of Recovered Material:** Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- BB. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- CC. SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- DD. Technology Requirements:**
- (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
  - (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
  - (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.
- EE. Terrorist Financing:** Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.
- FF. USA Patriot Act of 2001:** Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.
- GG. Use of DHS Seal, Logo, and Flags:** Subrecipient agrees to obtain permission prior to using the DHS

seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**HH. Whistleblower Protection Act:** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

**11. General Provisions:**

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security 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 performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall 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 Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of thirteen (13) pages; and Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor 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 Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and Agency do not waive sovereign immunity and subrecipient does not waive governmental immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Contract 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 or governmental immunity.
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment

insurance and sales taxes.

- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- V. 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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

**WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

**SWEETWATER COUNTY**

\_\_\_\_\_  
Mr. Wally Johnson, Chair  
Sweetwater County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: County Clerk

\_\_\_\_\_  
Date

Approved as to Form:

  
County Attorney

10/4/16  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 #150784  
Samantha Caselli, Assistant Attorney General

9/14/16  
Date

Attachments:

1. Point of Contact Information Form



## 2016 Emergency Management Performance Grant (EMPG) GRANT POINT OF CONTACT INFORMATION FORM

Jurisdiction:	Sweetwater County
Grant Project ID:	16-GPD-SWE-EM-GCF16
Mailing Address:	80 West Flaming Gorge Way, Suite 109
City, ST ZIP	Green River, WY 82935

Grant Administrator	Krisena Marchal and Captain Rick Hawkins
Title:	County Grants Manager; Captain/Sheriff's Office
Phone Number:	(307) 872-3888; (307) 922-4910
Email:	marchalk@sweet.wy.us; hawkinsr@sweet.wy.us
Gmail Address for access to WOHS Team Website*:	SWCOMarchal@gmail.com; SWCSO@gmail.com

Authorized Point of Contact	Judy Roderick
Title:	Emergency Management/Homeland Security Coordinator
Phone Number:	(307) 922-5371
Email:	roderickj@sweet.wy.us
Gmail Address for access to WOHS Team Website*:	roderickjk@gmail.com

*\*A Gmail address is required to access this site which contains helpful links, announcements, forms and reporting.*

<b>Signature</b> _____	<b>Date</b> _____
<b>Printed Name</b> Wally J. Johnson	<b>Title</b> Chairman

This form must be signed by the same signing authority required by the 2016 EMPG Grant Award Agreement. Please complete and return along with signed Grant Award Agreement to:

Abby Eichorn  
Wyoming Office of Homeland Security  
Fax: 307-635-6017  
5500 Bishop Boulevard, Cheyenne, WY 82009  
Or [abby.eichorn@wyo.gov](mailto:abby.eichorn@wyo.gov)  
2016 EMPG Grant Award Agreement Attachment A



# Homeland Security

## Fiscal Year 2016 Emergency Management Performance Grant Program

---

### Overview

As appropriated by the *Department of Homeland Security Appropriations Act, 2016*, (Pub. L. No. 114-113) and as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)* (42 U.S.C. § 5121 et seq.) and Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762), the Fiscal Year (FY) 2016 Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards.

*In Fiscal Year 2016, DHS provides \$350,100,000 to enhance the ability of state, local, tribal, and territorial governments to prevent, protect against, mitigate, respond to and recover from potential terrorist acts and other hazards.*

The EMPG Program plays an important role in the implementation of the National Preparedness System. The program supports the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. Allowable costs under the EMPG Program support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Title VI of the *Stafford Act* authorizes the Federal Emergency Management Agency (FEMA) to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States. Emergency preparedness is a shared responsibility between the Federal Government and state, local, tribal and territorial governments across the Nation. Through the EMPG Program, the Federal Government provides coordination, guidance, and assistance to support a comprehensive emergency preparedness system to address all hazards.

---

### Funding

In FY 2016, the EMPG Program provides \$350,100,000 to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the *Stafford Act*. This total funding amount includes \$100,000 from the Disaster Relief Fund, which FEMA must make available to the Federated States of Micronesia and the Republic of the Marshall Islands pursuant to Article X of the *Federal Programs and Services Agreement of the Compact of Free Association Act* (Pub. L. No. 108-188).

All 50 states, the District of Columbia, and Puerto Rico receive a base amount of 0.75 percent of the total available grant funding. Four territories (American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands) receive a base amount of 0.25 percent of the total available grant funding. The balance of EMPG Program funds is distributed based on population.

---

## **Eligibility**

All 56 states and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia, are eligible to apply for FY 2016 EMPG Program funds. Either the State Administrative Agency or the state's emergency management agency are eligible to apply directly to FEMA for EMPG Program funds on behalf of state, local and tribal emergency management agencies, however, only one application is accepted from each state or territory.

---

## **Funding Guidelines**

The FY 2016 EMPG Program focuses on planning, operations, equipment acquisitions, training, exercises, construction, and renovation to enhance and sustain the all-hazards core capabilities of state, local, tribal and territorial governments.

A cost match is required under this program. The federal share shall not exceed 50 percent of the total budget. The state must equally match (cash or in-kind) the federal contribution pursuant to Sections 611(j) and 613 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121-5207). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. In accordance with 48 U.S.C. § 1469a, match requirements are waived for insular areas, including American Samoa, Guam, the U.S. Virgin Islands, the Federated States of Micronesia, the Northern Mariana Islands, and the Republic of the Marshall Islands.

Additionally, up to five percent of the funding awarded can be used for management and administration purposes associated with the grant award. If the State Administrative Agency is not the state's emergency management agency, the SAA is not eligible to retain funds for management and administration costs.

The period of performance for the EMPG Program is twenty-four (24) months. For more information about funding guidelines, please see the FY 2016 EMPG Notice of Funding Opportunity.

---

## **Application Process and Evaluation Criteria**

Applications were submitted no later than March 18, 2016 by first applying on [www.grants.gov](http://www.grants.gov), and then completing the full application on [ND Grants](#).

Each FEMA regional office reviews the FY 2016 EMPG application and work plan for their respective states and territories. Additionally, the regional offices assess each state and territory's emergency management sustainment and enhancement efforts, as well as the linkage to the core capabilities identified in the Goal.

---

## EMPG Resources

A variety of resources are available to address EMPG programmatic, technical, and financial questions.

- The FY 2016 EMPG NOFO. A copy is located online at: <http://www.fema.gov/grants> as well as on <http://www.grants.gov>.
- For additional program-specific information, please contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or via e-mail at [AskCSID@dhs.gov](mailto:AskCSID@dhs.gov). CSID hours of operation are from 9:00 a.m. to 5:00 p.m. EDT, Monday through Friday.
- For financial-related questions, including pre-and post-award administration and technical assistance, applicants may contact the FEMA Grant Programs Directorate Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov).

## Funding Table

### FY 2016 Emergency Management Performance Grant Program Allocations

State	FY 2016 Allocation	State/Territory	FY 2016 Allocation
Alabama	\$5,762,090	Nevada	\$4,491,408
Alaska	\$3,101,752	New Hampshire	\$3,484,077
Arizona	\$7,033,385	New Jersey	\$8,408,538
Arkansas	\$4,547,810	New Mexico	\$3,971,203
California	\$27,897,964	New York	\$15,405,703
Colorado	\$6,147,913	North Carolina	\$9,108,907
Connecticut	\$4,943,374	North Dakota	\$3,113,693
Delaware	\$3,235,721	Ohio	\$10,122,943
District of	\$3,059,009	Oklahoma	\$5,150,267
Florida	\$15,712,687	Oregon	\$5,226,218
Georgia	\$9,219,993	Pennsylvania	\$10,890,646
Hawaii	\$3,549,282	Rhode Island	\$3,306,975
Idaho	\$3,693,468	South Carolina	\$5,786,086
Illinois	\$10,927,764	South Dakota	\$3,179,251
Indiana	\$6,898,846	Tennessee	\$6,886,333
Iowa	\$4,641,875	Texas	\$20,359,810
Kansas	\$4,504,835	Utah	\$4,559,247
Kentucky	\$5,481,960	Vermont	\$3,029,190
Louisiana	\$5,640,547	Virginia	\$8,037,289
Maine	\$3,483,250	Washington	\$7,254,374
Maryland	\$6,502,897	West Virginia	\$3,815,619
Massachusetts	\$7,011,664	Wisconsin	\$6,351,133
Michigan	\$9,031,286	Wyoming	\$3,003,407
Minnesota	\$6,169,232	Puerto Rico	\$4,868,027
Mississippi	\$4,556,932	U.S. Virgin Islands	\$941,870
Missouri	\$6,552,785	American Samoa	\$910,085
Montana	\$3,291,900	Guam	\$979,453
Nebraska	\$3,849,232	Northern Mariana Islands	\$908,795
<b>Total</b>			<b>\$350,000,000</b>

Pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Act* (Pub. L. No. 108-188), a set amount of funds (\$100,000 total) are also available from the Disaster Relief Fund for the Federated States of Micronesia and for the Republic of the Marshall Islands in the following amounts:

Territory	FY 2016 Allocation
Republic of the Marshall Islands	\$50,000
Federated States of Micronesia	\$50,000
<b>Total</b>	<b>\$100,000</b>

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: October 18, 2016	Presenters Name & Title: Gene Legerski Public Works Director
Department or Organization: Engineering	Contact Phone and E-mail: legerskig@sweet.wy.us 307-872-3921
Exact Wording for Agenda: Letter of support for WYDOT to conduct a speed study on HWY 374 West of Green River.	Preference of Placement on Agenda & Amount of Time Requested for Presentation:  5 min
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	
<hr/>	

• **INSTRUCTIONS**

- 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](mailto: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.

## BOARD OF COUNTY COMMISSIONERS

SWEETWATER  
C·O·U·N·T·Y R

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
- DON VAN MATRE, COMMISSIONER
- RANDAL M. WENDLING, COMMISSIONER
- REID O. WEST, COMMISSIONER

80 WEST FLAMING GORGE WAY, SUITE 109 -  
GREEN RIVER, WY 82935

PH: (307) 872-3890 - FAX - (307) 872-3992

October 18, 2016

Darin Kaufman, P.E., PTOE  
WYDOT District 3 Traffic Engineer  
3200 Elk Street  
Rock Springs, WY 82901

Re: HWY 372 Speed Limits Study

Dear Mr. Kaufman,

This letter is to serve as our support for WYDOT to conduct a speed study and report on HWY 372 from K-Motive to the West side of the Green River Bridge.

We understand that the draft report will be provided for our review. The purpose of this study will be to identify the possibility of moving the beginning of the 70 mph zone further to the West. This area continues to see additional residential and commercial growth and we feel that an engineering study will be beneficial to quantify the possible need in the reduction in speed along this corridor.

We would like to thank you for our opportunity to provide this letter of support and the continued working relationship that we have had with WYDOT.

Sincerely,

Sweetwater County  
Board of County Commissioners

\_\_\_\_\_  
Wally J. Johnson, Chairman

\_\_\_\_\_  
John K. Kolb, Member

\_\_\_\_\_  
Randal M. Wendling, Member

\_\_\_\_\_  
Don Van Matre, Member

\_\_\_\_\_  
Reid O. West, Member



# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: 10/18/2016	Presenters Name & Title: Garry McLean, HR Director Karen Bailey, Custodial Supervisor
Department or Organization: Human Resources Custodial Dept.	Contact Phone and E-mail: 872-3910 872-3900
Exact Wording for Agenda: Request to restaff vacant position in the Custodial Department	Preference of Placement on Agenda & Amount of Time Requested for Presentation:  10 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Yes
Additional Information:	

• **INSTRUCTIONS**

- 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](mailto: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.

Date: 10/12/15

To: Commissioner Chairman Johnson, Commissioner West, Commissioner Kolb, Commissioner Van Matre, and Commissioner Wendling.

From: Karen Bailey, Custodial Department Head

RE: Restaff Part time Custodian to a Full time Custodian

Dear Commissioners,

I would like to request the restaff of my part time Custodian to be restaffed at a Full time position. For the following reasons;

We do not have coverage for vacations, Sick leave, often absences of part time employees. This affects employee supervision, training, and the amount of work we can do.

Our work such as Maintaining windows, walls, heaters, floor maintenance, seasonal work and such is falling behind and I am sure this will only get worse. Hiring, and training and re training, and constant supervision for new part time employees leaves little time for anything else. In addition we counted on the part-time employees to work more than their 29 hours each week, (we can use them for 52 hours over that each year). Most are not here long enough to help or are unmotivated and not willing.

The amount of Vacation time earned and taken is very high and Sick time is moderate, I am happy to say, but with 14 employees it is coverage we still have to do. I have great and dependable Full time employees and letting them use vacation keeps moral up, they work very hard filling in the gaps.

I have attached information involving vacation time and sick time used so far in 2016. I have also attached the request to replace a full time employee and a Part time employee, I understand the cost is substantial but with On Call and working Grave Yards, I don't see employees interested in the part time positions.

I look forward to meeting with you.

Sincerely,

Karen Bailey

Custodial Department vacaton and sick leave used or applied for as of 10/12/  
2016

Sick time used as of 10/12/ 2016

365.25 hours or 46 days

Vacation time used or approved as of 10/12/2016

1,226.82 hours or 153 days

Vacaton time acumulated as of 2016 but not applied for yet:

495 hours or 62 days

Vacation/Sick leave Days employees have been off in last 10 months of 2016-	199 days
Total vacation days acumulated and not applied for yet as of 10/12/ 2016-	62 days
Part time employees absence due to rere staffing from 1/1/16 to 10/12/16-	7.3 Months

**OPTION - Restaff vacant part time custodial position with part time employee - 29 hours per week and limited benefits.**

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 10/18/2016  
 Department: Custodial  
 Position: Custodian  
 Vacancy Date: 10/14/2016  
 Reason for vacancy: resignation  
To Restaff position immediately, in a PART TIME capacity with PT  
 Department Request: benefits (29 hours per week)  
 Anticipated Re-staff Date 11/15/2016

Board Action	
Approved _____	Date: <u>10/18/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly					Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	FICA	Workers Compensation	Total benefits		
Current costs for Facilities Employee	Custodian (6 months, Grade 8, step 1 rate of pay)	8/1/2016	\$ 1,968.46	\$ 164.76	\$ 150.59	\$ 38.98	\$ 354.32	\$ 2,322.78	\$ 27,873.39
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	11/15/2016	\$ 1,968.46	\$ 164.76	\$ 150.59	\$ 38.98	\$ 354.32	\$ 2,322.78	\$ 27,873.39
Net Difference (savings)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**NOTES**

Part time employees not eligible for Health insurance, or retirement

*Brenda Rave*

Reviewed by HR Representative (signature)

*Karen Bailey*

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

*10/12/2016*

Date:

10/12/16

Date:

Date:

**OPTIC 2 - Restaff vacant part time position with FULL TIME employee with full time benefits.**

Sweetwater County  
Request to Restaff Vacant Position

Board Meeting Date: 10/18/2016  
 Department: Custodial  
 Position: Custodian  
 Vacancy Date: 10/14/2016  
 Reason for vacancy: Resignation

To Restaff PART TIME position immediately, in a FULL TIME capacity with  
 Department Request: FT benefits.

Anticipated Re-staff Date 11/15/2016

Board Action	
Approved _____	Date: <u>10/18/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	Long Term Disability	FICA	Workers Compensation	Total benefits		
Current costs for Facilities Employee	Custodian (Grade 8, step 1 rate of pay)	8/1/2016	\$ 1,968.46	\$ 164.76	\$ -	\$ -	\$ 150.59	\$ 38.98	\$ 354.32	\$ 2,322.78	\$ 27,873.39
Anticipated Costs to restaff Position Vacancy	Custodian Grade 8, step 1 rate of pay)	11/15/2016	\$ 2,715.06	\$ 451.24	\$ 1,948.14	\$ 9.77	\$ 207.70	\$ 53.76	\$ 2,670.62	\$ 5,385.68	\$ 64,628.13
Net Difference (savings)			\$ 746.60	\$ 286.48	\$ 1,948.14	\$ 9.77	\$ 57.11	\$ 14.78	\$ 2,316.29	\$ 3,062.89	\$ 36,754.74

Anticipated INCREASE to budget

NOTES

Anticipate FAMILY Health Insurance coverage for new employee. Former employee was employed as PART TIME, and was not eligible for health insurance benefits.

*Brenda Rael*

Reviewed by HR Representative (signature)

*Karen Bailey*

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

*10/12/2016*

Date:

10/12/16

Date:

Date:

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> 10/18/2016	<b>Presenters Name &amp; Title:</b> Garry McLean, HR Director Dan Erramouspe
<b>Department or Organization:</b> Human Resources County Attorne's Office	<b>Contact Phone and E-mail:</b> 872-3910 922-5267
<b>Exact Wording for Agenda:</b> Request to restaff vacant position in the County Attorney's Office	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b>  5 min.
<b>Will there be Handouts? (If yes, include with meeting request form)</b> yes	<b>Will handouts require SIGNATURES:</b> Yes
<b>Additional Information:</b>	
<hr/>	

• **INSTRUCTIONS**

- 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](mailto: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.

**Sweetwater County  
Request to Restaff Vacant Position**

Board Meeting Date: 10/18/2016  
 Department: County Attorney's Office  
 Position: Legal Assistant  
 Vacancy Date: 10/14/2016  
 Reason for vacancy: Employee transferred to another department  
 Department Request: To Restaff position immediately following transfer date of 10/14/2016, in a full time capacity with full benefits.  
 Anticipated Re-staff Date 11/15/2016

Board Action	
Approved _____	Date: <u>10/18/2016</u>
Denied _____	
Full time _____	
Part time _____	# Hours (if part time) _____
Restaff Immediately _____	Delay restaffing until (month) _____

	Position	Hire Date	Monthly							Total cost of employment (salary + benefits)	Annual Cost of employment
			Salary	Retirement	Health Insurance	LTD	FICA	Workers Compensation	Total benefits		
Previously staffed position	Legal Assistant (Grade 14, step 3)	3/26/2012	\$ 3,860.02	\$ 641.54	\$ 1,416.30	\$ 13.90	\$ 295.29	\$ 11.58	\$ 2,378.60	\$ 6,238.62	\$ 74,863.48
Anticipated Costs to restaff Position Vacancy	Legal Assistant (Grade 14, step 5)	11/15/2016	\$ 3,638.44	\$ 604.71	\$ 1,948.14	\$ 13.10	\$ 278.34	\$ 10.92	\$ 2,855.20	\$ 6,493.64	\$ 77,923.72
Net Difference (savings)			\$ (221.58)	\$ (36.83)	\$ 531.84	\$ (0.80)	\$ (16.95)	\$ (0.66)	\$ 476.60	\$ 255.02	\$ 3,060.24

Anticipated Increase to budget due to health insurance

NOTES

Health Insurance: Anticipates Family health insurance coverage, for new employee. Previous employee had EMPLOYEE + more than 1 Child coverage

*Brenda Rae*

Reviewed by HR Representative (signature)

Reviewed by Department Head/ Elected Official (signature)

Commission Chair (signature)

*10/6/2016*

Date:

*10/6/16*

Date:

Date: