

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, December 20, 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: December 6, 2016

ACCEPTANCE OF BILLS

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

PUBLIC HEARING

8:30 Budget Amendment- Rock Springs, Green River,
Sweetwater County Combined Communications
Joint Powers Board

COMMISSIONER COMMENTS/REPORTS

8:50 Commissioner Kolb
9:00 Commissioner Wendling
9:10 Commissioner Van Matre
9:20 Commissioner West

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 A Resolution Approving Additional Official Holidays
for 2016

- 9:45** Board Vacancies:
1. Sweetwater County Events Complex
2. Solid Waste Disposal District # 2- Bairoil/Wamsutter
- 9:55** Sweetwater Economic Development Coalition
Update
- 10:10** Resolution 16-12-EN-01- Acceptance of the Extension
of Hillcrest Lane (CR 4-1111)
- 10:15** Approval of Tasc Flex System (Section 125) Plan
Documents
- 10:30** Language Amendment
2015 Zoning Resolution
Alternative Construction
Notice of Intent
- 11:00** Fiscal Year 2016 Audit Report

OTHER

11:30

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)**

December 6, 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 West moved to approve the agenda. Commissioner Wendling seconded the motion. The motion carried.

Approval of Minutes: November 15, 2016

Commissioner Kolb moved to approve the minutes dated November 15, 2016. Commissioner Van Matre seconded the motion. The motion carried.

Acceptance of Bills

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

Chairman Johnson entertained a motion to approve the vouchers/warrants in the amount of \$3,295,368.23. *Commissioner Kolb moved to approve. Commissioner Van Matre seconded the motion.* The motion carried.

Chairman Johnson entertained a motion to approve the vouchers/warrants in the amount of \$5,214.26. *Commissioner Van Matre so moved. Commissioner Wendling seconded the motion.* The motion carried with Commissioner Kolb abstaining.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
72105,72125,72141-72176 & ADVICES	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,397,174.25
18967	OPTUM BANK 76411492	CONTRIBUTIONS	625.00
18968	OPTUM BANK 76411492	CONTRIBUTIONS	1,062.50
18969	OPTUM BANK 76411492	CONTRIBUTIONS	1,137.50
18970	OPTUM BANK 76411492	CONTRIBUTIONS	355.88
19232	STAFFORD, NANCY	MILEAGE	592.92
71935	1ST CONGREGATIONAL CHURCH	GENERAL ELECTION EXPENSES	75.00
71936	ACKERMAN, SHIRLEY A	GENERAL ELECTION EXPENSES	215.00
71937	ACKERMAN, STANLEY L.	GENERAL ELECTION EXPENSES	215.00
71938	ADAMS, MARY P	GENERAL ELECTION EXPENSES	215.00
71939	ALDRED, DAVID	GENERAL ELECTION EXPENSES	215.00
71940	ALDRED, GAIL C	GENERAL ELECTION EXPENSES	215.00
71941	ALLRED, SPENCER GARLAND	GENERAL ELECTION EXPENSES	200.00
71942	ALVAREZ, DEBORAH S	GENERAL ELECTION EXPENSES	200.00
71943	ANDERSON, FRANCES E	GENERAL ELECTION EXPENSES	240.00
71944	ANGELI, JUANITA H	GENERAL ELECTION EXPENSES	300.00
71945	AULD, BETTY L	GENERAL ELECTION EXPENSES	215.00
71946	BACILA, GAYLE ANN	GENERAL ELECTION EXPENSES	225.00
71947	BACILA, NICK M.	GENERAL ELECTION EXPENSES	200.00
71948	BARBERO, DONALD G	GENERAL ELECTION EXPENSES	215.00
71949	BARBERO, SARA V.	GENERAL ELECTION EXPENSES	270.00
71950	BARNEY, BAYLEE LYCHELLE	GENERAL ELECTION EXPENSES	200.00
71951	BARNEY, BRENDA JO	GENERAL ELECTION EXPENSES	200.00
71952	BARNEY, KARL R	GENERAL ELECTION EXPENSES	215.00
71953	BAUMAN, DUANE A	GENERAL ELECTION EXPENSES	250.40
71954	BAUMAN, JOYCE	GENERAL ELECTION EXPENSES	250.40
71955	BECKUM, DONALD G.	GENERAL ELECTION EXPENSES	185.00
71956	BIGLER, KATHY ALLGOOD	GENERAL ELECTION EXPENSES	200.00
71957	BOEVERS, BEVERLY M	GENERAL ELECTION EXPENSES	215.00
71958	BONNABEL, MADELEINE F	GENERAL ELECTION EXPENSES	200.00
71959	BORZEA, JAMES M	GENERAL ELECTION EXPENSES	215.00
71960	BORZEA, KIM M	GENERAL ELECTION EXPENSES	200.00
71961	BOTELLO, CORA K	GENERAL ELECTION EXPENSES	270.00
71962	BRANDVIK, REED RYAN	GENERAL ELECTION EXPENSES	215.00
71963	BREWER, AUSTIN ALLEN	GENERAL ELECTION EXPENSES	200.00
71964	BUMGARNER, DEANNA	GENERAL ELECTION EXPENSES	185.00
71965	BUSSE, MARY M.	GENERAL ELECTION EXPENSES	215.00
71966	CAMACHO, CINDY ANN	GENERAL ELECTION EXPENSES	245.00
71967	CARTER, JAN E	GENERAL ELECTION EXPENSES	240.00
71968	CHERNY, JENSEN	GENERAL ELECTION EXPENSES	215.00
71969	CHRISTIANSSEN, BONNIE LEE	GENERAL ELECTION EXPENSES	215.00
71970	CHURCHES INC	GENERAL ELECTION EXPENSES	75.00
71971	COATS, NOLA J	GENERAL ELECTION EXPENSES	200.00
71972	COLE, SHAWNA D	GENERAL ELECTION EXPENSES	30.00
71973	COLLINS, JAMIE E	GENERAL ELECTION EXPENSES	215.00
71974	COLLINS, KATHLEEN A	GENERAL ELECTION EXPENSES	200.00
71975	COTTER, DEBORAH K	GENERAL ELECTION EXPENSES	215.00
71976	COVELL, APRIL J	GENERAL ELECTION EXPENSES	215.00
71977	CROY, CORA ELEANOR	GENERAL ELECTION EXPENSES	240.00
71978	DANIELSON, KAY M	GENERAL ELECTION EXPENSES	200.00
71979	DAVIS, JOANN L	GENERAL ELECTION EXPENSES	215.00
71980	DAVIS, LENEDA LYNN	GENERAL ELECTION EXPENSES	240.00
71981	DE LEUR, ROBBIE LYNN	GENERAL ELECTION EXPENSES	185.00
71982	DEICHMUELLER, SEAN MICHAEL	GENERAL ELECTION EXPENSES	215.00

71983	DELAMBERT, SHIRLEY R.	GENERAL ELECTION EXPENSES	240.00
71984	DI CORVO, PHOENIX BRACCO	GENERAL ELECTION EXPENSES	215.00
71985	DIVIS, DIANE L	GENERAL ELECTION EXPENSES	200.00
71986	ERICKSON, ERIN LYNN	GENERAL ELECTION EXPENSES	215.00
71987	ESTES, MICHELLE R	GENERAL ELECTION EXPENSES	215.00
71988	EVANS, JAMIE LYN	GENERAL ELECTION EXPENSES	270.00
71989	FEDRIZZI, MARILYN DIANE	GENERAL ELECTION EXPENSES	215.00
71990	FIRST UNITED METHODIST	GENERAL ELECTION EXPENSES	75.00
71991	FLOM, HOLLY	GENERAL ELECTION EXPENSES	215.00
71992	FORTNER, FULTON F	GENERAL ELECTION EXPENSES	240.00
71993	FOXLEY, LUANN	GENERAL ELECTION EXPENSES	221.48
71994	GATTI, CONNIE A	GENERAL ELECTION EXPENSES	215.00
71995	GEORGE, AMBER M	GENERAL ELECTION EXPENSES	215.00
71996	GEORGE, BERLINDA A	GENERAL ELECTION EXPENSES	240.00
71997	GERTSON, LINDA E	GENERAL ELECTION EXPENSES	215.00
71998	GIROUARD, NADINE MARIE	GENERAL ELECTION EXPENSES	245.00
71999	GOULD, LUZ ERIN	GENERAL ELECTION EXPENSES	215.00
72000	GREENE, DAWN	GENERAL ELECTION EXPENSES	215.00
72001	HAFNER, SUSANNAH	GENERAL ELECTION EXPENSES	245.00
72002	HARDY, GLORIA H	GENERAL ELECTION EXPENSES	200.00
72003	HARDY, MARY R	GENERAL ELECTION EXPENSES	215.00
72004	HARDY, RAY MILLER	GENERAL ELECTION EXPENSES	215.00
72005	HARMON, TERI N	GENERAL ELECTION EXPENSES	225.00
72006	HARTMAN, TAMMY F	GENERAL ELECTION EXPENSES	245.00
72007	HARWICK, CARLEEN JANE	GENERAL ELECTION EXPENSES	215.00
72008	HENDERSON, ZOANNE P	GENERAL ELECTION EXPENSES	245.00
72009	HOOD, GLENDA CAROL	GENERAL ELECTION EXPENSES	215.00
72010	HUECKSTAEDT, RICHARD E	GENERAL ELECTION EXPENSES	126.79
72011	HUFFMAN, ARTHUR ANDREW	GENERAL ELECTION EXPENSES	215.00
72012	IMMACULATE CONCEPTION CATHOLIC CHURCH	GENERAL ELECTION EXPENSES	75.00
72013	JACKSON, PAMELA S	GENERAL ELECTION EXPENSES	240.00
72014	JACOBSON, BEATRICE MARIE	GENERAL ELECTION EXPENSES	185.00
72015	JOHNSON, BEVERLY E	GENERAL ELECTION EXPENSES	240.00
72016	JOHNSON, KATHLEEN	GENERAL ELECTION EXPENSES	245.00
72017	JONES, HEATHER ANN	GENERAL ELECTION EXPENSES	215.00
72018	K-MOTIVE & SPORTS	GENERAL ELECTION EXPENSES	75.00
72019	KAUMO, BUDDY A	GENERAL ELECTION EXPENSES	215.00
72020	KNADJIAN, JANIS L	GENERAL ELECTION EXPENSES	245.00
72021	KROUPA, ERLING D	GENERAL ELECTION EXPENSES	225.00
72022	KROUPA, LESLIE A	GENERAL ELECTION EXPENSES	200.00
72023	LEIGH, JO ANN L	GENERAL ELECTION EXPENSES	200.00
72024	LIGHTNER, KAYLOU	GENERAL ELECTION EXPENSES	245.00
72025	LOCKWOOD, JORITA LYNN	GENERAL ELECTION EXPENSES	200.00
72026	LUCKEY, CAROLYN VIRGINIA	GENERAL ELECTION EXPENSES	245.00
72027	LUMLEY, CAROL	GENERAL ELECTION EXPENSES	215.00
72028	LYTLE, SHIRLEY ANN	GENERAL ELECTION EXPENSES	215.00
72029	MALSON, CAROLYN S	GENERAL ELECTION EXPENSES	245.00
72030	MCCAIN, SYLVIA M.	GENERAL ELECTION EXPENSES	215.00
72031	MCMURRY, ANGELA A.	GENERAL ELECTION EXPENSES	215.00
72032	MIDDLEMAS, BESSIE A	GENERAL ELECTION EXPENSES	185.00
72033	MORGAN, DEBBRA LEA	GENERAL ELECTION EXPENSES	215.00
72034	MORRIS, CONNIE	GENERAL ELECTION EXPENSES	200.00
72035	MORTENSEN, LOUISA J	GENERAL ELECTION EXPENSES	215.00
72036	MYSKA, CAROLE	GENERAL ELECTION EXPENSES	245.00
72037	NANCARROW, HOLLY CATHLEEN	GENERAL ELECTION EXPENSES	215.00
72038	ODOGWU, GODWIN CHUKWUDI	GENERAL ELECTION EXPENSES	215.00
72039	OLESON, JANET IRENE	GENERAL ELECTION EXPENSES	215.00
72040	ORTON, GREGORY G	GENERAL ELECTION EXPENSES	200.00
72041	PARKER, CHARLOTTE J	GENERAL ELECTION EXPENSES	215.00
72042	PAUL, ALICE A	GENERAL ELECTION EXPENSES	215.00
72043	PAWLESKA, JOHN E	GENERAL ELECTION EXPENSES	210.00
72044	PERRY, LENORE S	GENERAL ELECTION EXPENSES	215.00
72045	POTTER, CHERYL	GENERAL ELECTION EXPENSES	200.00
72046	POTTS, AMANDA LANE	GENERAL ELECTION EXPENSES	185.00
72047	PREVEDEL, NORMA A	GENERAL ELECTION EXPENSES	275.00
72048	PRIBYL, SHARON L	GENERAL ELECTION EXPENSES	250.62
72049	REINHOLZ, MORIAH BELLE	GENERAL ELECTION EXPENSES	215.00
72050	RIGANO, SUE ANN	GENERAL ELECTION EXPENSES	240.00
72051	ROBINSON, MARGIE KAY	GENERAL ELECTION EXPENSES	200.00
72052	ROTH, VICTORIA G	GENERAL ELECTION EXPENSES	185.00
72053	RUST, PETER J E	GENERAL ELECTION EXPENSES	200.00
72054	SCHAEFER, ELIZABETH CLAIRE	GENERAL ELECTION EXPENSES	215.00
72055	SCHAEFER, MARJORIE J	GENERAL ELECTION EXPENSES	270.00
72056	SCHNELL, LISA M	GENERAL ELECTION EXPENSES	200.00
72057	SEYERSDAHL, LILA M	GENERAL ELECTION EXPENSES	215.00
72058	SHANEBROOK, JOHN G	GENERAL ELECTION EXPENSES	200.00
72059	SHANEBROOK, MERRILYN E	GENERAL ELECTION EXPENSES	225.00
72060	SHEPARD, JANET L	GENERAL ELECTION EXPENSES	215.00
72061	SHUPE, LUCY E	GENERAL ELECTION EXPENSES	240.00
72062	SIMS, DIANA J	GENERAL ELECTION EXPENSES	200.00
72063	SLAGOWSKI, BRYNNE M	GENERAL ELECTION EXPENSES	75.00
72064	SLAGOWSKI, DAWN M	GENERAL ELECTION EXPENSES	240.00
72065	SLAGOWSKI, KYMBERLY M	GENERAL ELECTION EXPENSES	215.00

72066	SLAGOWSKI, SHERRY DAHN	GENERAL ELECTION EXPENSES	229.58
72067	SMITH, SHERIE G	GENERAL ELECTION EXPENSES	225.00
72068	SORENSEN, PATSY A	GENERAL ELECTION EXPENSES	200.00
72069	STEARNS, MARTHA MARIE	GENERAL ELECTION EXPENSES	185.00
72070	STEVENSON, BESSIE M	GENERAL ELECTION EXPENSES	270.00
72071	STOCKER, RACHAEL ANN	GENERAL ELECTION EXPENSES	200.00
72072	STOCKER, WILLIAM FREDERICK	GENERAL ELECTION EXPENSES	200.00
72073	STOVER, CHERYL L	GENERAL ELECTION EXPENSES	200.00
72074	STRANNIGAN, ELIZABETH J	GENERAL ELECTION EXPENSES	30.00
72075	TEBEDO, MARY K	GENERAL ELECTION EXPENSES	215.00
72076	THOMAN, LAURIE LYNN	GENERAL ELECTION EXPENSES	279.80
72077	THOMAN, MARY A	GENERAL ELECTION EXPENSES	304.80
72078	THOMAS, KAYCEE K	GENERAL ELECTION EXPENSES	215.00
72079	THOMPSON, DIANA M	GENERAL ELECTION EXPENSES	215.00
72080	THOMSON, BRUCE R	GENERAL ELECTION EXPENSES	220.94
72081	THOMSON, JUDY KAY	GENERAL ELECTION EXPENSES	275.94
72082	THORNTON, ERIK WILLIAM	GENERAL ELECTION EXPENSES	270.00
72083	TOMASINI, BARBARA A	GENERAL ELECTION EXPENSES	215.00
72084	TOMASINI, CARL L	GENERAL ELECTION EXPENSES	215.00
72085	TRUJILLO, LILLIAN	GENERAL ELECTION EXPENSES	215.00
72086	TRUJILLO, MARTHA P	GENERAL ELECTION EXPENSES	270.00
72087	VAN OVER, LYNN ANN	GENERAL ELECTION EXPENSES	215.00
72088	VARLEY, AMANDA R	GENERAL ELECTION EXPENSES	215.00
72089	VARLEY, MARK A	GENERAL ELECTION EXPENSES	215.00
72090	VARLEY, ROGER D.	GENERAL ELECTION EXPENSES	315.00
72091	VIGIL, KENT	GENERAL ELECTION EXPENSES	215.00
72092	VIGIL, MARY JEAN	GENERAL ELECTION EXPENSES	215.00
72093	WADSWORTH, UVA JEANNIE	GENERAL ELECTION EXPENSES	215.00
72094	WALES-ALLEN, ERICA N	GENERAL ELECTION EXPENSES	270.00
72095	WALKER, JUDITH ANN	GENERAL ELECTION EXPENSES	215.00
72096	WALKER, MICHAEL LEE	GENERAL ELECTION EXPENSES	215.00
72097	WALL, ANITA F	GENERAL ELECTION EXPENSES	215.00
72098	WARDELL, KRISTY EILEEN	GENERAL ELECTION EXPENSES	279.80
72099	WATERS, LAVANETTA P	GENERAL ELECTION EXPENSES	275.40
72100	WATTS, BRENDA J	GENERAL ELECTION EXPENSES	215.00
72101	WHITE, JOAN ELIZABETH	GENERAL ELECTION EXPENSES	245.00
72102	WIRE, DIANA LYNN	GENERAL ELECTION EXPENSES	215.00
72103	YOUNG, NANCY A	GENERAL ELECTION EXPENSES	215.00
72104	ZEBRE, LOIS T	GENERAL ELECTION EXPENSES	300.00
72106	BEARDSLEY, MATTHEW	MEAL	16.92
72107	FIRE ENGINEERING COMPANY INC	INSPECTIONS	8,910.00
72108	HOME DEPOT CREDIT SERVICES	SUPPLIES	490.77
72109	PAYMENT REMITTANCE CNTR - 3009	KIT/TRAVEL/OFFICE SUPPLIES	1,077.42
72110	PAYMENT REMITTANCE CNTR - 2452	MEALS	194.52
72111	PAYMENT REMITTANCE CNTR - 2486	MEALS	281.22
72112	PAYMENT REMITTANCE CNTR - 2478	MEALS	324.01
72113	PAYMENT REMITTANCE CNTR - 2460	MEALS	78.01
72114	PAYMENT REMITTANCE CNTR - 5327	MEALS	72.44
72115	PAYMENT REMITTANCE CNTR - 3065	TRAVEL/REGISTRATIONS/MEALS	1,023.72
72116	QUESTAR GAS	UTILITIES	5,658.14
72117	ROCKY MTN POWER	UTILITIES	6,221.33
72118	SATCOM GLOBAL LTD	SIM CARDS	136.32
72119	SWEETWATER CABLE TV	TV	64.95
72120	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	8,000.00
72121	UNION TELEPHONE COMPANY INC	CELL PHONES	207.48
72122	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS	2,893.93
72123	VERIZON WIRELESS	PHONES/AIRCARDS	3,843.43
72124	WEX BANK	FUEL	14,890.10
72126	AMAZON	SHOVEL/OFFICE SUPPLIES/BATTERY/SUPPLIES/ MOUNT/PARTS	938.94
72127	CENTURYLINK	PHONE	26.87
72128	DIRECTV	TV'S	74.99
72129	QUESTAR GAS	UTILITIES	2,280.73
72130	VERIZON WIRELESS	BROADBAND	1,338.14
72131	WALMART COMMUNITY/RFCSLLC- PURCHASING	SUPPLIES	194.13
72132	CENTURYLINK	PHONE BILL	267.87
72133	GROATHOUSE CONSTRUCTION, INC	CONSTRUCTION	526,939.00
72134	ONE TIME VENDOR	JUROR FEE/MILEAGE	47.95
72135	ONE TIME VENDOR	JUROR FEE/MILEAGE	47.95
72136	ROCKY MTN POWER	UTILITIES	8,635.10
72137	VERIZON WIRELESS	BROADBAND	423.20
72138	VONAGE BUSINESS INC	PHONE BILL	2,422.94
72139	WALMART COMMUNITY/RFCSLLC- SHERIFF	INMATE SUPPLIES	1,213.80
72140	WELLS FARGO	SUPPLIES/OFFICE SUPPLIES/DUES/MEALS/LODGING/ EQUIPMENT/SEMINARS/KITS	3,517.08
72177	AARMS	SUBSCRIPTION	530.00
72178	ACE HARDWARE	SUPPLIES	276.57
72179	ACE HARDWARE #11263-C	SUPPLIES/TOOLS	134.35
72180	ACG HEAT & AIR CONDITIONING LLC	REPAIRS	1,533.03
72181	ADVANCE AUTO PARTS	PARTS/SUPPLIES	943.92

72182	AIRGAS USA LLC	SUPPLIES	26.12
72183	ALLEN, CHERYL	MEALS/MILEAGE	265.64
72184	ALPHA PETROLEUM SERVICE INC	SERVICES	5,214.26
72185	ALPINE PURE WATER	RENTAL/WATER	106.00
72186	AMERIGAS PROPANE LP	PROPANE	818.54
72187	ARS FLOOD & FIRE CLEANUP	SERVICES	28,803.57
72188	AUTOSPA INC	WASH	14.15
72189	BAILEY, KAREN	LAUNDRY	30.00
72190	BANK OF THE WEST	FEES	22,326.84
72191	BATTERY SYSTEMS INC	BATTERIES	333.60
72192	BOB BARKER COMPANY INC	INMATE SUPPLIES	356.28
72193	BOOKCLIFF SALES INC	PARTS	57.83
72194	BOYS & GIRLS CLUB OF SW CO	BUDGET ALLOCATION	54,000.00
72195	BUCKBOARD MARINA	WINTERIZING	839.61
72196	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	2,048.00
72197	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	7,500.00
72198	CDW GOVERNMENT	CASE	103.88
72199	CIGNA	PREMIUMS	22,062.96
72200	CITY OF GREEN RIVER	RENT	975.00
72201	CITY OF ROCK SPRINGS	RENT	1,808.72
72202	CODALE ELECTRIC SUPPLY INC	PARTS	223.43
72203	COMMUNICATION TECHNOLOGIES INC	BATTERIES/RENT	434.12
72204	COMPLETE CARPET CARE	SERVICES	825.00
72205	COPIER & SUPPLY CO INC	OFFICE SUPPLIES/CONTRACTS	3,602.61
72206	CUMMINS ROCKY MOUNTAIN LLC	INSPECTIONS	1,545.00
72207	DELTA DENTAL	PREMIUMS	2,116.50
72208	DELTA DENTAL	CLAIMS	36,272.10
72209	DESERT VIEW ANIMAL HOSPITAL	VETERINARY/FOOD	188.08
72210	DIEHL ROUSE, KIMMIE	MILEAGE/STAMPS	65.90
72211	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
72212	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
72213	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
72214	DIVISION OF CRIMINAL INVESTIGATION	CARD	15.00
72215	DJ'S GLASS PLUS	GLASS/WINDSHIELD/REPAIRS	1,687.00
72216	ELECTION SYSTEMS & SOFTWARE INC	SUPPLIES	2,753.96
72217	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT	130.00
72218	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	5,184.76
72219	FAIRMONT SUPPLY	SUPPLIES	62.10
72220	FIRST CHOICE FORD	PARTS	82.03
72221	FREMONT MOTOR ROCK SPRINGS INC	PARTS/LABOR	438.38
72222	G & K SERVICES	SERVICES	127.43
72223	GALL'S LLC	EQUIPMENT	1,146.38
72224	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION/MEALS	20,895.00
72225	GOVCONNECTION INC	SUPPORT	15,415.00
72226	GRAINGER	BATTERIES	137.94
72227	GREENWOOD MAPPING INC	MINUTES	405.00
72228	GRUBER POWER SERVICES	LABOR	900.00
72229	HAMM-HILLS, LAURA J	TRANSCRIPTION	793.00
72230	HAMPTON INN & SUITES	LODGING	95.00
72231	HARTLEY, DONALD C	SERVICES/TRAVEL	643.76
72232	HIGH SECURITY LOCK & ALARM	MONITORING	1,210.00
72233	HILTON GARDEN INN - LARAMIE	LODGING	89.00
72234	HOLIDAY INN EXPRESS - CASPER	LODGING	91.00
72235	HOMAX OIL SALES INC	FUEL	787.59
72236	HORIZON LABORATORY LLC	TOXICOLOGY	132.00
72237	HOSPICE OF SWEETWATER COUNTY	BUDGET ALLOCATION	22,050.00
72238	HOWARD SUPPLY COMPANY, LLC	PARTS	113.46
72239	IAAO	DUES	350.00
72240	IBS INCORPORATED	SUPPLIES	43.86
72241	INBERG-MILLER ENGINEERS	INSPECTIONS	20,718.95
72242	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
72243	INDUSTRIAL SOLUTIONS INC	PARTS/SERVICES	773.60
72244	INTERMOUNTAIN HEALTHCARE	TESTIMONY	2,600.00
72245	JACK'S TRUCK & EQUIPMENT	PARTS	72.24
72246	JFC ENGINEERS & SURVEYORS	CORING/REPORTING	6,317.85
72247	KOIVUSAARI, REIJO	MEALS	87.45
72248	LAWN WORLD	SERVICES	680.00
72249	LEWIS & LEWIS	ASPHALT/TRUCKS	71,940.62
72250	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION	305.96
72251	MATHEY LAW OFFICE - ASSIGNOR	FEES	1,780.00
72252	MCKEE FOODS CORPORATION	INMATE FOOD	383.28
72253	MEADOW GOLD DAIRIES SLC	INMATE FOOD	1,783.35
72254	MEMORIAL HOSPITAL OF SW CO	TITLE 25/X-RAYS	163,135.33
72255	MOORE MEDICAL, LLC	SUPPLIES	446.07
72256	MORCON SPECIALTY INC	PARTS	28.34
72257	MOTOROLA SOLUTIONS INC	EQUIPMENT	98,120.88
72258	MOUNTAIN BAY SCUBA 06	SUPPLIES	144.50
72259	NAPA AUTO PARTS UNLIMITED	PARTS	81.07
72260	NATRONA COUNTY LEGAL DEPARTMENT	TITLE 25	315.00
72261	NET TRANSCRIPTS INC	TRANSCRIPTS	9.95
72262	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	81.00
72263	NICHOLAS & COMPANY	INMATE FOOD	2,882.74
72264	OCEGUERA ALVAREZ, MIREYA YASMIN	TRANSLATION	50.00
72265	PAT MCCARTHY PRODUCTIONS INC	TRAINING	1,594.00

72266	PATTERSON DENTAL - SLC BRANCH	REPAIRS	382.00
72267	LAW OFFICE OF BOBBY W PINEDA	FEES	3,010.00
72268	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	265.48
72269	PTS OF AMERICA LLC	EXTRADITION	1,144.25
72270	PUBLIC DEFENDER	RENT	2,500.00
72271	QUILL CORPORATION	OFFICE SUPPLIES	1,705.60
72272	REAL KLEEN INC	SUPPLIES	413.65
72273	RS CHAMBER OF COMMERCE	CONTRACT	5,000.00
72274	ROCKY MOUNTAIN SERVICE BUREAU INC	COMMISSION	435.66
72275	RON'S ACE RENTALS	RENTAL	67.00
72276	S & L INDUSTRIAL	MOBILIZATION/FLAGGING	606.00
72277	SHOPKO HOMETOWN - PHARMACY	INMATE PRESCRIPTIONS	3,579.24
72278	SKAGGS COMPANIES INC	UNIFORMS/EQUIPMENT	3,024.28
72279	SMYTH PRINTING INC	CARDS/OFFICE SUPPLIES	1,167.19
72280	SNAP-ON CREDIT LLC	SUBSCRIPTION	108.25
72281	SOURCE OFFICE & TECHNOLOGY	OFFICE SUPPLIES	221.79
72282	SPRINGHILL SUITES BY MARRIOTT	LODGING	273.00
72283	STAPLES ADVANTAGE - DEPT LA	OFFICE SUPPLIES	168.38
72284	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	8,485.03
72285	SWEETWATER CO CIRCUIT COURT	FEE	40.00
72286	SWEETWATER CO EVENTS COMPLEX	GRANT EXPENSES	2,460.91
72287	SWEETWATER COUNTY HEALTH BOARD	VACCINATIONS	2,443.44
72288	SWEETWATER COUNTY INSURANCE	PREMIUMS	365,082.70
72289	SWEETWATER TROPHIES	POSTAGE	14.36
72290	TASC CLIENT SERVICES	FEES	1,541.70
72291	TEGELER & ASSOCIATES	BOND	50.00
72292	TERMINIX OF WYOMING	SERVICES	380.00
72293	THE FISH BOWL LLC	MEALS	720.00
72294	THE RADAR SHOP INC	TESTING	1,884.00
72295	THE RADIO NETWORK	ADS	360.00
72296	THE TIRE DEN INC	TIRES/ALIGNMENT/FILING	2,266.19
72297	THE UPS STORE - #3042	POSTAGE	20.42
72298	TREATMENT COURT OF SW CO	BUDGET ALLOCATION	7,200.00
72299	TYLER BUSINESS FORMS	OFFICE SUPPLIES	195.06
72300	TYLER TECHNOLOGIES INC	SUPPORT/LICENSING	73,159.49
72301	U S FOODS INC	INMATE FOOD	3,493.73
72302	UMR INC	FEES	11,731.10
72303	UNITED HEALTHCARE - BP	FEES	16,622.73
72304	UNITED SITE SERVICES	RESTROOMS	367.03
72305	UNIVERSITY OF UTAH ADULT SERVICES	TITLE 25	7,589.88
72306	VISION SERVICE PLAN	PREMIUMS	7,610.14
72307	WAMSUTTER CONOCO SERVICE INC	REPAIRS/LABOR/TIRE	528.00
72308	WATCH SYSTEMS LLC	MAILINGS	133.95
72309	WAXIE SANITARY SUPPLY	SUPPLIES	263.76
72310	WEIMER, JACK	MEAL	64.14
72311	WC3	INSPECTIONS	2,390.00
72312	WESTERN ENGINEERS & GEOLOGISTS	INSPECTIONS	840.00
72313	WESTERN RELIEF LLC	RESTROOMS	306.00
72314	WESTERN WYOMING FAMILY HEALTH	BUDGET ALLOCATION	2,361.21
72315	WHITE MOUNTAIN LUMBER & RENTAL	TOOLS	24.08
72316	WYOMING DEPARTMENT OF AGRICULTURE	LICENSE	50.00
72317	WYOMING DEPT OF TRANSPORTATION	PERU BRIDGE	69.32
72318	WYO LAW ENFORCEMENT ACADEMY	COURSES/TRAINING	1,891.00
72319	WYOMING MACHINERY COMPANY	PARTS/LABOR	4,504.14
72320	WYOMING PATHOLOGY INC	AUTOPSIES	3,600.00
72321	YOUNG AT HEART CENTER	BUDGET ALLOCATION/GRANT EXPENSES	18,806.09
72322	YOUTH HOME INC	BUDGET ALLOCATION	15,075.00
72323	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION/GRANT EXPENSES	24,949.90

GRAND TOTAL: 3,300,582.49

Commissioner West moved to approve the bonds and the abates/rebates. Commissioner Wendling seconded the motion. The motion carried.

The following bonds were placed on file:

Sheila L. Wakefield	Town of Bairoil, Town Clerk/ Treasurer	\$75,000.00
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The following abates/rebates were placed on file:

<u>TAXPAYER</u>	<u>VALUATION</u>	<u>TAXPAYER</u>	<u>VALUATION</u>
CROWN ENERGY PARTNERS LLC	-2,520	MEMORIAL PRODUCTION OPERATING LLC	-32,980
CROWN ENERGY PARTNERS LLC	-729	MEMORIAL PRODUCTION OPERATING LLC	-41,075
BP AMERICA PRODUCTION CO	-3,048	SAMSON RESOURCES CO	-78,558
BP AMERICA PRODUCTION CO	-28,057	MUSTANG ENERGY RESOURCES LLC	-64,966
SOUND CELLULAR	-883	CROWN ENERGY PARTNERS LLC	-3,331
BP AMERICA PRODUCTION CO	-9,073	PALMER MARTIN WILLARD	-370
BP AMERICA PRODUCTION CO	-1	PALMER MARTIN WILLARD	-385

Commissioner Comments/Reports listen to minutes

Commissioner West

Commissioner West reported that Board of Health Director Grant Christensen has retired and that Nursing Supervisor Jean Brunz has been appointed as the interim director and noted that they are in the process of going through applicants. Commissioner West explained that the Board of Health has an MOU with the county to utilize county services and encouraged them to use the services provided. Commissioner West explained that he received a letter from Wyoming Department of Health Director Tom Forslund regarding the possible appointment of Southwest Counseling Service as the Title 25 Gatekeeper for the Sweetwater County area. Commissioner West reported that he attended the Fair Board meeting and attended the retirement party for County Treasurer Deputy Lynne Burrola.

Commissioner Kolb

Commissioner Kolb reported that he attended the Pulse of Southwest Wyoming meeting, the Memorial Hospital Buildings and Grounds meeting and the Memorial Hospital Board of Trustees Audit and Finance meeting. Commissioner Kolb explained that discussion ensued relative to the maintenance fund, charity care, and the responsibility of charity care payments. Commissioner Kolb reported that he attended the Commerce Bank Holiday Open House and the retirement party for County Treasurer Deputy Lynne Burrola. Commissioner Kolb noted that he spoke with Judge Nena James regarding Title 25 cases. Commissioner Kolb further reported that he attended the Young at Heart Senior Citizen Board of Directors meeting regarding the Early Learning Center, the Memorial Hospital of Sweetwater County General Medical Staff dinner and the Law Enforcement Academy Ceremony. Commissioner Kolb noted that he spoke with Planning and Zoning Director Eric Bingham, Deputy County Attorney Jim Schermetzler, and Accounting Manager Bonnie Berry.

Commissioner Wendling

Commissioner Wendling reported on meetings he attended to include the Young at Heart Senior Citizen Board Meeting to address the Early Learning Center, the Memorial Hospital of Sweetwater County General Medical Staff dinner, the Pulse of Southwest Wyoming, Communities Protecting the Green, the Sweetwater County Combined Communications Joint Powers Board and the Sweetwater County Conservation District. Commissioner Wendling reported that he, along with Public Land Specialist Mark Kot, participated in the Bitter Creek Drop Structure visit/tour. Commissioner Wendling further reported that he attended the retirement party for County Treasurer Deputy Lynne Burrola and the Commerce Bank Holiday Open House. Lastly, Commissioner Wendling noted that he served as a judge for the Rock Springs Holiday parade.

Chairman Johnson

Chairman Johnson read aloud the facilities report received from Facilities Manager Chuck Radosevich. Chairman Johnson complimented Rocket Miner Reporter Ann Jantz on the articles she writes that are extremely important to Sweetwater County; particularly on the interview piece she did with Chairman Johnson regarding the Rock Springs RMP. Chairman Johnson noted that he met with Rock Springs Mayor Demshar and Green River Mayor Pete Rust. Chairman Johnson explained that he will be absent the remainder of the year and asked Commissioner Kolb to be Acting Chairman.

Commissioner Van Matre

Commissioner Van Matre reported that he visited with Veteran Service Officer Sam Esquibel, County Attorney Dan Erramouspe, Airport Manager Devon Brubaker and IT Director Tim Knight. Commissioner Van Matre reported on the meetings he attended for the Pulse of Southwest Wyoming and the Recreation Board. Commissioner Van Matre expressed appreciation to Custodial Manager Karen Bailey and Facilities Manager Chuck Radosevich relative to their staff assisting with possible snow removal for the Golden Hour Senior Citizen Center craft event.

The commission expressed their condolences to Human Resource Director Garry McLean for the loss of his mother and to County Treasurer Deputy Anita Todd for the loss of her husband. The commission further expressed their well wishes to County Treasurer Deputy Lynne Burrola on her retirement.

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 Continued

2015 State Homeland Security Grant-Main Emergency Shelter Project

Grants Manager Krisena Marchal, Events Complex Director Larry Lloyd and Sheriff Mike Lowell presented the 2015 State Homeland Security Grant - Main Emergency Shelter Project. Events Complex Electrician Jeremy Boyer was present to address questions regarding proper procedures for the installation of the generator. Following discussion, *Commissioner West moved to proceed with accepting the grant that has been awarded and to pay the shortfall of the project out of the unencumbered grant match in the amount of \$116,839.00 to allow us to proceed with the backup generator project at the Events Complex, with the understanding they need no additional funds. Commissioner Wendling seconded the motion.* Following discussion, the motion carried.

Automobile Lease Agreement

Sheriff Mike Lowell presented the Automobile Lease Agreement. Following discussion, Chairman Johnson entertained a motion to approve the Automobile Lease Agreement as presented by the Sheriff. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

SWCO Fire Department Update of the 2016 Fire Season

Sweetwater County Fire Warden Mike Bournazian provided an update on the 2016 fire season. Following discussion, the commission expressed their appreciation for the update. Fire Warden Bournazian addressed the possibility of assisting in fighting fires in other areas and out of state. Fire Warden Bournazian requested authorization to allow him to maintain his qualifications/certifications. The commission concurred to allow Mr. Bournazian to maintain his qualifications with the understanding that he advises Commissioner Wendling on the dates. The commission noted that they were not in favor of providing firefighting services outside of the state as it is important to keep staff present in Sweetwater County.

UW Extension Office Appreciation Gift for Commissioners

UW Extension 4-H Educator Marty Gifford and 4-H member Ira Dickinson presented the commission with a hand-made gift. The commission extended their appreciation to Mr. Dickinson for his thoughtful gift.

SWCO Lodging Tax Board: Resolution to Amend the Lodging Tax Board Joint Powers Agreement

Sweetwater County Joint Travel & Tourism Board Executive Director Jenissa Meredith requested that the commission, along with the other four parties of the Joint Travel and Tourism Board, pass a resolution to amend the Lodging Tax Board Joint Powers Agreement to reflect the current 3% lodging tax collection rate, extend board member term limits and remove the Wyoming Travel Commission language as the Travel Commission no longer exists. Ms. Meredith explained that the Attorney General's office has provided preliminary approval and will review the amendment again once each party has passed a resolution. Following discussion, *Commissioner West moved to approve the request to change the language in the Joint Powers Agreement for the Sweetwater County Travel and Tourism Board. Commissioner Wendling seconded the motion.* The motion carried.

Bitter Creek Drop Structure Update

Sweetwater County Conservation District Chair Mary Thoman, District Clerk Karen Pecheny and IME Engineer Michael Brown provided an update on the Bitter Creek Drop Structure Project. Following discussion, the commission expressed their appreciation for the update.

Other

County Clerk Dale Davis and Accounting Manager Bonnie Berry presented a letter received from Heyborne, Radakovich & Company, P.C. relative to the Sweetwater County Combined Communications Joint Powers Board request for a budget amendment. Following discussion, the commission gave direction to the Clerk's Office to present a request for a budget amendment during the December 20, 2016 Board of County Commissioners meeting and requested members of the Combined Communications Joint Powers Board be present to answer any questions.

Executive Session(s)-Personnel/Legal

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

After coming out of executive session, *Commissioner Kolb moved to give our valued county employees the Friday before Christmas off and also the Friday before New Year's Eve off and, in addition, a day off on the Monday after Christmas and the Monday after New Year's.* *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 ADVISE #S

EAL 12/9/2016 251,052.91
 EAL 12/16/2016 48,974.23
 EAL 12/20/2016 546,103.15
 EAL
 EAL
 EAL
 EAL

Payroll Run
 Payroll Run
 Payroll Run

Check # Advice #
 72324 19233
 72340-41 19236

1,651.95 Payroll:
 1,682.59

TOTAL AMOUNT \$849,464.83

Vouchers in the above amount are hereby approved and ordered paid this date of 12/20/16

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Reid O. West, County Commissioner

Attest:

County Clerk

Authorization for Monthly Reports
12-20-16

1. Clerk of District Court
2. County Clerk
3. Sheriff

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

OCTOBER, 2016

Reported to the Board of County Commissioners of said County.

CIVIL FEES\$ 7,835.94
Code: DC

BOND FORFIETED\$ 0.00
Code: FO

CRIMINAL FINES/COSTS\$ 220.86
Code: CF

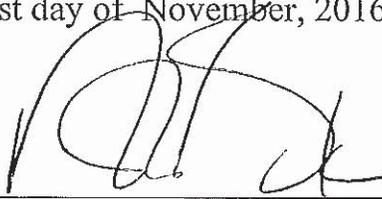
TOTAL EARNINGS\$ 8,056.80

Clerk of District Court Check # 11322

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 1st day of November, 2016.



Donna Lee Bobak, Clerk of District Court



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:

NOVEMBER, 2016

Reported to the Board of County Commissioners of said County.

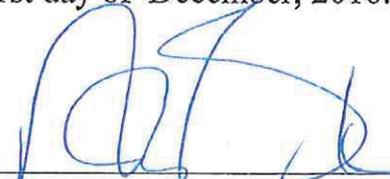
<u>CIVIL FEES</u>	\$	5,607.60
Code: DC		
<u>BOND FORFIETED</u>	\$	0.00
Code: FO		
<u>CRIMINAL FINES/COSTS</u>	\$	258.94
Code: CF		
TOTAL EARNINGS	\$	5,866.54

Clerk of District Court Check # 11430

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 1st day of December, 2016.


Donna Lee Bobak, Clerk of District Court



MONTHLY STATEMENT

Statement of the Earnings of Collections of STEVEN DALE DAVIS COUNTY CLERK within and for the County of Sweetwater, State of Wyoming, for the month ending November 2016 and reported to the Board of County Commissioners of said County.

COUNTY CLERK		
Recording Fees	11,828.00	
Marriage Licenses	360.00	
Chattel Mortgages	11,147.00	
Motor Certificates of Title	(1182 /TITLES) 17,730.00	16,548.00
Sale of County Property	-	
Miscellaneous Receipts	1,035.75	
Total Receipts		42,100.75
	Abandoned Vehicle	(1,182.00)
		40,918.75

STATE OF WYOMING)
) ss.
 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 01 day of December 2016



/s/ Steven Dale Davis COUNTY CLERK

Donna Wardell, DEPUTY

Examined and approved by the Board of County Commissioners, this _____ day of _____

 Chairman

 Commissioner

 Commissioner

MONTHLY STATEMENT

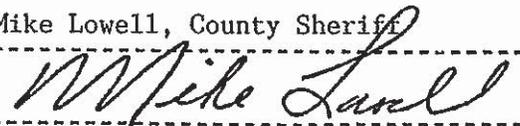
Statement of the Earnings or Collections of Mike Lowell
 as Sheriff within and for the County of Sweetwater
 State of Wyoming, for the month ending November 30, 20 16, and reported to the
 Board of County Commissioners of said County.

COUNTY CLERK,	Recording Fees, Marriage Licenses, Chattel Mortgages, Motor Certificates of Title, Sale of County Property, Miscellaneous Receipts, Total Receipts,			
CLERK, DISTRICT COURT,	Civil Fees, Probate Fees, Criminal fines and Costs, Miscellaneous Fees, Total Earnings,			
SHERIFF,			3662	50
ASSESSOR,				
.....				
.....				
.....				

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 November, 20 16

Mike Lowell, County Sheriff


Authorization for Bonds

12-20-16

Darrell Burke	SWCO Fire District # 1, Treasurer	\$ 5,000.00
James Burnett	Predatory Animal District of SWCO, Sec/Treas.	\$ 10,000.00
David S. Divis	Deputy County Assessor	\$ 5,000.00
Rickie Hawkins	Sheriff's Colonel	\$ 5,000.00
Wally J. Johnson	County Commissioner	\$ 5,000.00
Steve Latham	N. Sweetwater Water & Sewer District, Treas.	\$ 1,000.00
Robert D. Slaughter	Treasurer	\$100,000.00
Don Van Matre	County Commissioner	\$ 5,000.00

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. 71032419

That we Darrell Burke,
 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 _____, the State of Wyoming, in the penal
 sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00),
 to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and
 severally, firmly by these presents.

Dated this 30th day of November, 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 City of Sweetwater County Fire District #1,
 and State aforesaid for the term beginning November 20, 2016, and ending
November 20, 2019.

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.



Darrell Burke
 Principal

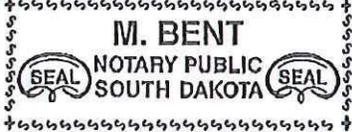
WESTERN SURETY COMPANY
 By Paul T. Brudat
 Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 30th day of November, 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

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.

Darrell Burke



State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Darrell Burke on this 9th day of December, 2016. My commission expires:

Scott Kitchner
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 9th day of December, 2016, before me, personally appeared

Darrell Burke, 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

Darrell Burke free act and deed.

My commission expires January 24th, 2016

Scott Kitchner
Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932369

That we James Burnett

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

sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), 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 7th day of June, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly Appointed Elected to the office of Secretary/Treasurer in the of Predatory Animal District of Sweetwater County, and State aforesaid for the term beginning September 30, 2016, and ending September 30, 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 Secretary/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.



James Burnett Principal

WESTERN SURETY COMPANY

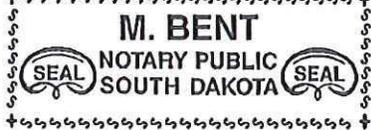
By Paul T. Brylat
Paul T. Brylat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 7th day of June, 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

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.

James Burnett

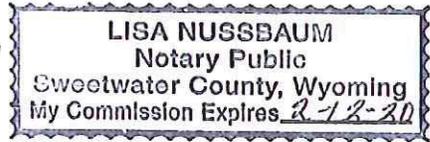
State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by James Burnett on this 2nd day of December, 2016. My commission expires:

Lisa Nussbaum
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss



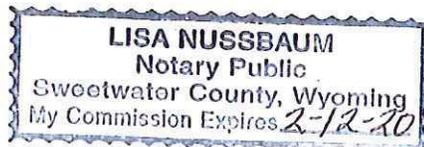
On this 2nd day of December, 2016, before me, personally appeared

James Burnett, 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

his free act and deed.

My commission expires February 12, 2020

Lisa Nussbaum
Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 55030524

That we David S. Divis

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

unto _____, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 16th day of September, 2016.

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

Appointed

Principal was duly Elected to the office of Deputy County Assessor

in the County of Sweetwater,

and State aforesaid for the term beginning January 7, 2017, and ending

January 7, 2018.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Deputy County Assessor 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.



David S. Divis
Principal

WESTERN SURETY COMPANY

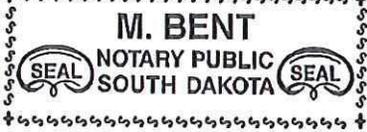
By Paul T. Bruhat
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 16th day of September, 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.



M. Bent

Notary Public

My Commission Expires March 2, 2020

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.

David S. Divis

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by David S. Divis on this 8th day of December, 2016. My commission expires: 01/07/19. Term

Stuenkel
Notary Public, Wyoming County Clerk



ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwatre } ss

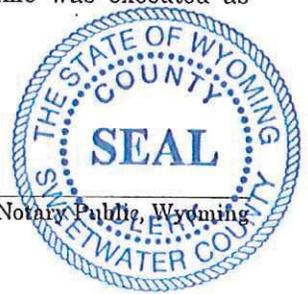
On this 8th day of December, 2016, before me, personally appeared

David S. Divis, 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 his free act and deed.

My commission expires Term January 7, 2019

Stuenkel
County Clerk

Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932395

That we Rickie Hawkins

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

unto Board of County Commissioners Sweetwater County, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 24th day of October, 2016.

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

Principal was duly Appointed Elected to the office of Sheriff's Colonel

in the of Board of County Commissioners Sweetwater County,

and State aforesaid for the term beginning February 7, 2017, and ending

February 7, 2021.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Sheriff's Colonel 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.



Rickie Hawkins

Principal

WESTERN SURETY COMPANY

By *Paul T. Bruflat*

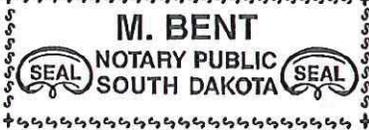
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 24th day of October, 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.



M. Bent
Notary Public

My Commission Expires March 2, 2020

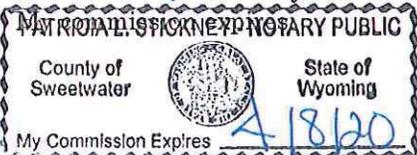
OATH OF OFFICE

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.

Rickie Hawkins

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Rickie Hawkins
on this 9 day of December, 2016



Patricia L. Stickney
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 9 day of December, 2016, before me, personally appeared

Rickie Hawkins, 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 his free act and deed.

My commission expires

4/8/20



Patricia L. Stickney
Notary Public, Wyoming



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY, that instead of as originally written:

Description of bond is amended to read "Captain" in lieu of "Sheriff's Colonel"

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the _____ bond _____, except as hereinabove set forth.

This Rider becomes effective on the 07 day of February, 2017, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of _____ bond No. 54932395 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

Rickie Hawkins

Signed this 9th day of December, 2016

WESTERN SURETY COMPANY

By

Paul T. Bruflay, Vice President



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932344

That we Wally J. Johnson,

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

unto _____, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 16th day of September, 2016.

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

Appointed

Principal was duly Elected to the office of County Commissioner

in the County of Sweetwater,

and State aforesaid for the term beginning January 7, 2017, and ending

January 7, 2019.

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



Wally J. Johnson
Principal

WESTERN SURETY COMPANY

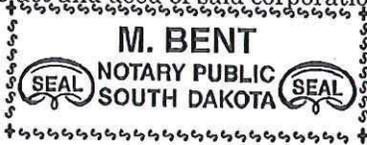
By Paul T. Brudat
Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 16th day of September, 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

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 Wally J. Johnson on this 9th day of December, 2016
My commission expires: 01/07/19
Term

[Signature]
Notary Public, Wyoming County Clerk



ACKNOWLEDGMENT OF PRINCIPAL

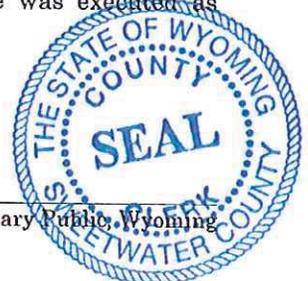
THE STATE OF WYOMING }
County of Sweetwater } ss

On this 9th day of December, 2016, before me, personally appeared

Wally J. Johnson, 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 his free act and deed.

My commission expires January 7, 2019
Term

[Signature]
County Clerk Notary Public, Wyoming



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 71206296

That we Steve Latham,

of Reliance, 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 North Sweetwater Water & Sewer District, the State of Wyoming, in the penal

sum of One Thousand and 00/100 DOLLARS (\$ 1,000.00), 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 2nd day of December, 2016.

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

Appointed

Principal was duly Elected to the office of Treasurer

in the City of North Sweetwater Water & Sewer District,

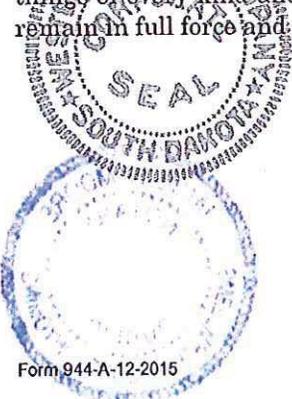
and State aforesaid for the term beginning December 12 2016, and ending

December 12, 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.



Steven Latham Principal

WESTERN SURETY COMPANY

By Paul T. Bruhat
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 2nd day of December, 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.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires March 2, 2020

M. Bent
Notary Public

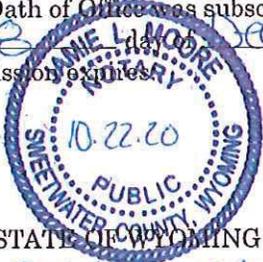
OATH OF OFFICE

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.

Steven Latham

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Steve Latham on this 8 day of December, 2016. My commission expires 10.22.20



Steve Latham
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

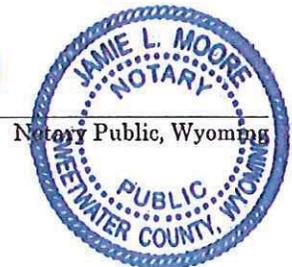
On this 8 day of December, 2016, before me, personally appeared

Steve Latham, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

free act and deed.

My commission expires

10.22, 2020



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 58563891

That we Robert D. Slaughter,

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

unto _____, the State of Wyoming, in the penal

sum of One Hundred Thousand and 00/100 DOLLARS (\$ 100,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 2nd day of December, 2016.

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

Appointed

Principal was duly Elected to the office of _____ Treasurer

in the _____ County of Sweetwater,

and State aforesaid for the term beginning January 3, 2017, and ending

January 3, 2018.

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.



Robert D. Slaughter
Principal

WESTERN SURETY COMPANY

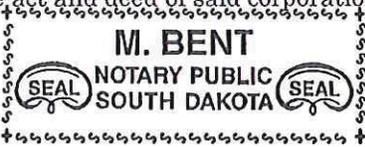
By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 2nd day of December, 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.



M. Bent
Notary Public

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.

Robert D Slaughter

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Robert D. Slaughter on this 8th day of December, 2016. My commission expires: 01/07/19 Term

Steven Davidson
Notary Public, Wyoming County Clerk



ACKNOWLEDGMENT OF PRINCIPAL

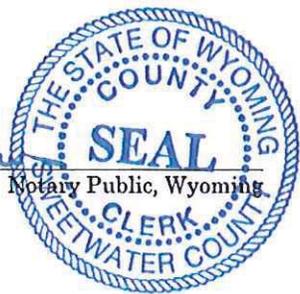
THE STATE OF WYOMING }
County of Sweetwater } ss

On this 8th day of December, 2016, before me, personally appeared

Robert D Slaughter, 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 his free act and deed.

My commission expires January 7, 2019

Steven Davidson
County Clerk Notary Public, Wyoming





National Bond Ctr
350 E. 96th Street
Indianapolis, IN 46240
888-844-2663 Fax: 866-547-4883

CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number 32S125669 (the "Bond"), cross reference bond number 61980010000, for PUBLIC OFFICIAL - TREASURER

dated the 1st day of January, 2003, in the penal sum of \$ 20,000.00 issued by AMERICAN STATES INSURANCE COMPANY as surety (the "Surety"), on behalf of DAVID E. BULLER as principal (the "Principal"), in favor of JAMESTOWN RIO VISTA FIRE DISTRICT, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 1st day of January, 2018, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 3rd day of October, 2016

AMERICAN STATES INSURANCE COMPANY

(Surety)

By:

Timothy A. Mikolajewski

Timothy A. Mikolajewski
Assistant Secretary - Liberty Mutual Surety



HUB International Mountain States Limited
637 W. Yellowstone Hwy
Casper, WY 82601-1708
307-352-3660

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932347

That we Don Van Matre,

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

unto _____, the State of Wyoming, in the penal

sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 16th day of September, 2016.

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

Appointed

Principal was duly Elected to the office of County Commissioner

in the of Sweetwater County Board of County Commissioners,

and State aforesaid for the term beginning January 7, 2017, and ending

January 7, 2019.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of County Commissioner 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.



Don Van Matre
Principal

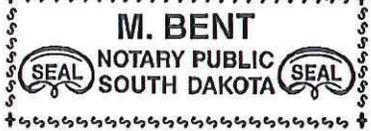
WESTERN SURETY COMPANY
By Paul T. Bruylat
Paul T. Bruylat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 16th day of September, 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

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.

Don Van Matre

State of Wyoming }
County of SWEETWATER } ss

This Oath of Office was subscribed and sworn to before me by Don Van Matre on this 13th day of December, 2016. My commission expires: 01/07/2019
Term

Steven Dandrea
Notary Public, Wyoming County Clerk



ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of SWEETWATER } ss

On this 13th day of December, 2016, before me, personally appeared

Don Van Matre, 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 his free act and deed.

My commission expires January 7, 2019
Term

Steven Dandrea
County Clerk Notary Public, Wyoming



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/20/16	Presenters Name & Title: Bonnie Berry, Accounting Manager
Department or Organization: Clerk's Office	Contact Phone and E-mail: 872-3762
Exact Wording for Agenda: Budget Amendment	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 8:30 5 min
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/> <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
- 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.

RESOLUTION 16-12-CL-02
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE to additional funding needed by the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board, in the amount of \$70,566.52,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2016-2017 County Budget,

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

BE IT THEREFORE RESOLVED: that the 2016-2017 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase General Fund:

Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board	\$70,566.52
--	-------------

General County Reserves Decrease:

Cash Carryover	(\$70,566.52)
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Dated at Green River, Wyoming this 20th day of December, 2016.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

John K. Kolb, Member

Don Van Matre, Member

ATTEST:

Randy Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY
BUDGET AMENDMENT

Notice is hereby given of a Public Hearing to amend the Rock Springs, Green River, Sweetwater County Combined Communications Joint Powers Board budget within the Sweetwater County 2016-2017 budget in the amount of \$70,566.52 due to additional funding needed,

Said hearing will be held at the Sweetwater County Commissioners' meeting room in the County Courthouse in Green River, Wyoming on the 20th day of December, 2016 at 8:30 A.M. At this time, any and all interested persons may appear and express their opinion regarding the budget amendment.

Dated at Green River, Wyoming this 8th day of December, 2016.

Board of County Commissioners
Sweetwater County, Wyoming

Attest:

(s) Wally J Johnson, Chair

(s) Steven Dale Davis, County Clerk

Please Advertise as a Legal Advertisement on December 13, 2016.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: November 20, 2016	Presenters Name: Dale Davis
Department or Organization: County Clerk's office	Contact Phone and E-mail: (307) 872-3765 davisd@sweet.wy.us
Exact Wording for Agenda: A Resolution Approving Additional Official Holidays for 2016	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 mins - Action Item
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
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- As always, if you are unable to attend the meeting after being placed onto an agenda, please send a representative in your place or your item will be rescheduled.
- In order to determine placement on the agenda, please review the county website (www.sweet.wy.us/commissioner) on Thursday afternoon.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.
- No handout will be received during a meeting in session.

RESOLUTION NO. 16-12-CC-01
SWEETWATER COUNTY, WYOMING
A RESOLUTION APPROVING ADDITIONAL OFFICIAL HOLIDAYS
FOR COUNTY EMPLOYEES FOR THE YEAR 2016

WHEREAS, Chapter 7 Section 5 of the Sweetwater County Personnel Policy Manual provides for the observance of any holiday, as proclaimed by the Board or other state or federal official as set by the Sweetwater County Board of Commissioners; and

WHEREAS, per Wyoming Statute § 18-3-103 as amended, county officers shall keep their offices open during the usual business hours of each day excluding Saturdays, Sundays, legal holidays and other days as established by the County Commissioners through resolution; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sweetwater County, Wyoming that the additional holidays shall be observed as days off for Sweetwater County employees and county offices shall close the entire day on said holidays:

Additional Christmas Holiday (8 hours)	December 23, 2016
Additional New Year's Holiday (8 hours)	December 30, 2016

APPROVED, PASSED AND ADOPTED THIS 20th day of December, 2016.

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

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member



SWEETWATER C·O·U·N·T·Y



BOARD VACANCY

The Board of Sweetwater County Commissioners is seeking applicants interested in serving as an appointee to the board of this important County agency:

- **SWEETWATER COUNTY EVENTS COMPLEX**

If you have applied for a board in the past, please call the Commissioners' Office to update your application.

To apply: please contact the Sweetwater County Commissioners Office at 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935. Application forms may be obtained at the above address or on the county website www.sweet.wy.us, or by calling 307-872-3897 or via email at: shoemakers@sweet.wy.us.

Deadline: Please return application by December 8, 2016 for consideration.

Please advertise on November 30, 2016 and December 3, 2016.



SWEETWATER C·O·U·N·T·Y



BOARD VACANCY

The Board of Sweetwater County Commissioners is seeking an applicant interested in serving as an appointee to the board of this important County agency:

- **SOLID WASTE DISTRICT # 2- Bairoil/Wamsutter**

If you have applied for a board in the past, please call the Commissioners' Office to update your application.

To apply: please contact the Sweetwater County Commissioners Office at 80 West Flaming Gorge Way, Suite 109, Green River, Wy 82935.

Deadline to apply: December 8, 2016. Application forms may be obtained at the above address or on the county website www.sweet.wy.us, or by calling 307-872-3897 or via email at: shoemakers@sweet.wy.us

Advertise on the following dates:

Saturday, December 3, 2016

Tuesday, December 6, 2016

Sally Shoemaker

From: Sue Rigano <sw2sar@yahoo.com>
Sent: Monday, November 28, 2016 2:33 PM
To: Sally Shoemaker
Cc: David Erickson
Subject: Resignation of Chairman Dean Switzer
Attachments: Resignation Letter-Switzer.pdf

Sally,

Attached you will find a copy of Chairman Dean Switzer's resignation as he is being transferred to Missouri.

I know you have to advertise this position, I have already contacted Commissioner Wendling with this information.

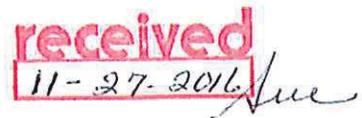
Thanks

Sue Rigano
Sweetwater County Solid Waste District #2
P.O. Box 88
Bairoil, Wyoming 82322

RECEIVED
NOV 28 2016
SWEETWATER COUNTY
COMMISSIONER'S OFFICE

Subject: RESIGNATION
From: Dean Switzer (imsaved9896@yahoo.com)
To: sw2sar@yahoo.com;
Date: Thursday, November 24, 2016 7:17 AM

AS OF NOV, 30th I WILL NO LONGER BE SERVING ON BOARD AS I AM MOVING FROM WY.



Sweetwater County Board Appointments

3 Year Term

Solid Waste Disposal District # 2 (Bairoil/Wamsutter)

This would fill the Wamsutter Member

THIS WILL FILL AN UNEXPIRED TERM THROUGH 7-1-19

Due to resignation of Dean Switzer effective 11-28-16
moved out of state

ELIGIBLE FOR RE-APPOINTMENT

n/a

Yes	No

New Applicant(s)- applications kept on file for 2 years

Lowell Clawson

Craig Davidson

Yes	No

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 20, 2016	Presenters Name & Title: Kayla McDonald, Business Development Manager Dave Hanks, CEO
Department or Organization: Sweetwater Economic Development Coalition	Contact Phone and E-mail: 307-362-36771 businessdevelopment@rockspringschamber.com
Exact Wording for Agenda: Sweetwater Economic Development Coalition Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10-15 minute update
Will there be Handouts? (If yes, include with meeting request form) No	Will handouts require SIGNATURES: no
Additional Information:	

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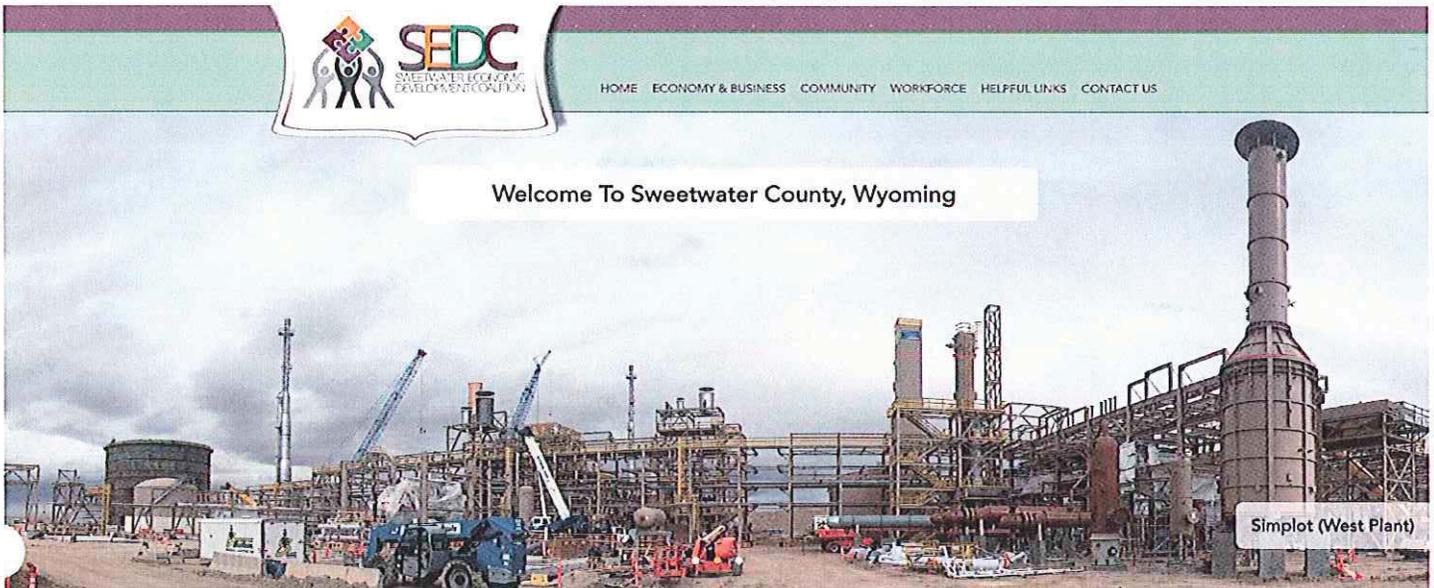
Since January 2016

YEAR IN REVIEW 2016



SEDC Website Launched in November 2016

- 1,400 Hits to SEDC Website
- 62,635 Hits to rockspringsbd.com



Responded To 5 WBC Leads

- PROJECT ARMS
- PROJECT CARE
- PROJECT BEANSTALK
- PROJECT BOUNCE
- PROJECT MAINSTAY



Kayla McDonald will be begin Certified Economic Development Training, January 23rd 2017.

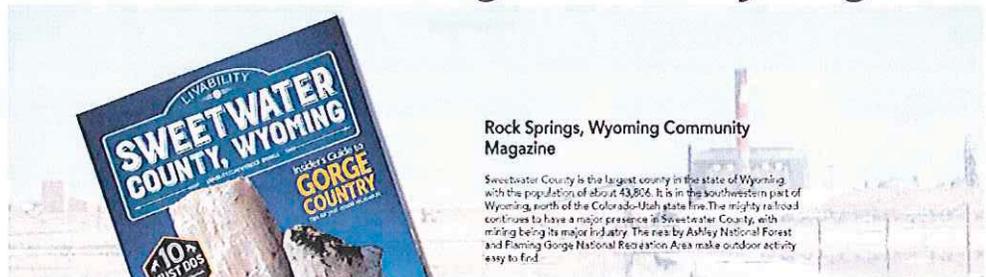
SEDC has met with 73 Business Contacts!

- We have also met with local council & commissioner candidates prior to Election.
- Business Development Manager implemented monthly meetings with the Director of Public Services.

Radio Advertising on all three local radio stations!

- Highlighting our newly formed organization

Advertising in Livability Magazine



Rock Springs, Wyoming Community Magazine

Sweetwater County is the largest county in the state of Wyoming with the population of about 43,806. It is in the southwestern part of Wyoming, north of the Colorado-Utah state line. The mighty railroad continues to have a major presence in Sweetwater County, with mining being its major industry. The nearby Ashley National Forest and Flaming Gorge National Recreation Area make outdoor activity easy to find.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: December 20, 2016	Presenters Name: Gene Legerski
Department or Organization: Engineering	Contact Phone and E-mail: legerskig@sweet.wy.us
Exact Wording for Agenda: Resolution 16-12-EN-01 Acceptance of the Extension of Hillcrest Lane (CR 4-1111)	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:	
ACCEPTANCE OF THE EXTENSION OF HILLCREST LANE AND ALLOWING THE CHAIRMAN TO SIGN ALL DOCUMENTATION FROM THE BLM FOR THE RIGHT OF WAY GRANT/EASEMENT.	

INSTRUCTIONS:

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RESOLUTION 16-12-EN-01

ACCEPTANCE OF THE EXTENSION OF HILLCREST LANE TO YELLOWSTONE ROAD

WHEREAS, the County of Sweetwater, State of Wyoming currently claims a right-of-way on a certain parcel of land located in the West Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 4, Township 19 North, Range 105 West of the 6th Principal Meridian, by virtue of Bureau of Land Management Right-of-Way Grant/Temporary Use Permit Serial Number WYW185573; and,

WHEREAS, there exists a need for continued maintenance and operation of Hillcrest Lane (County Road 4-1111), as it is now located and as it extends across said parcel to intersect with Yellowstone Road (County Road 4-58); and,

WHEREAS, Sweetwater County wishes to establish a public right-of-way upon said Bureau of Land Management parcel, across that portion which is currently occupied by said Hillcrest Lane; and,

WHEREAS, Sweetwater County has advertised in the Rocket Miner on December 15, 2016 and December 22, 2016 its intention to create said public right-of-way in accordance with all applicable provisions of Wyoming Statutes 24-3-101 through 24-3-127,

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners hereby reserves in perpetuity for public roadway right-of-way purposes that portion of the aforementioned Bureau of Land Management Parcel as shown in Exhibit A and more particularly described in Exhibit B, attached hereto and thereby made a part hereof.

Dated this 20th day of December, 2016.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

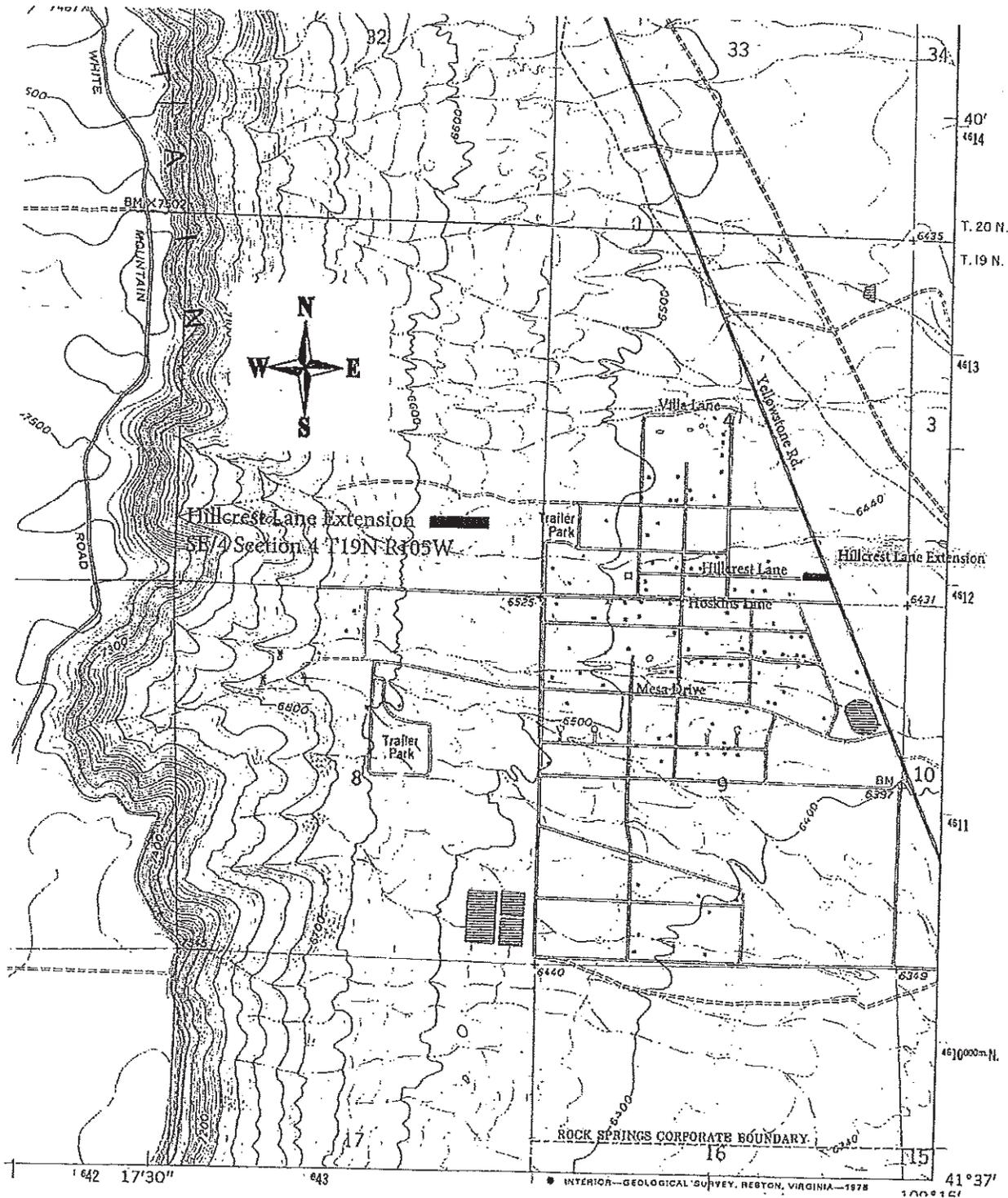
Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member

RESOLUTION 16-12-EN-01 – EXHIBIT A

ACCEPTANCE OF THE EXTENSION OF HILLCREST LANE TO YELLOWSTONE ROAD



RESOLUTION 16-12-EN-01 – EXHIBIT B

ACCEPTANCE OF THE EXTENSION OF HILLCREST LANE TO YELLOWSTONE ROAD

SE1/4SE1/4, Sec. 4, T19N R105W,
OF THE 6TH P.M.

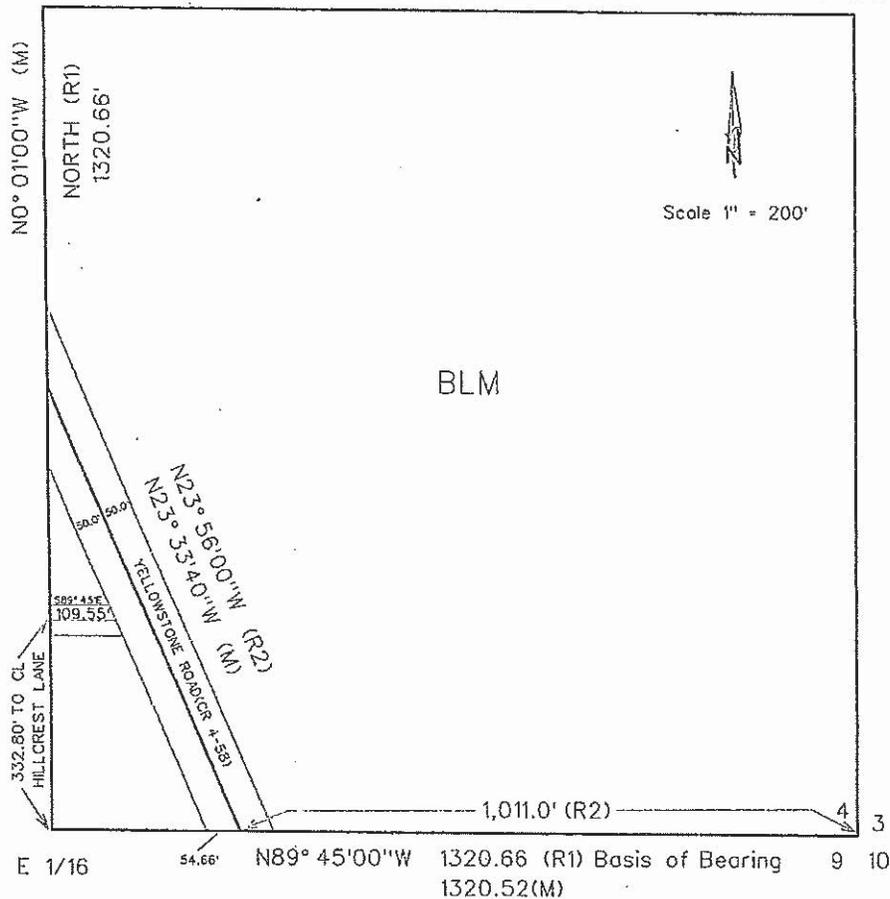
Hilcrest Lane(CR 4-1111)

(Containing 5,477.5 sq. ft, More or Less)

25' each side of described centerline

SE 1/16

S 1/16

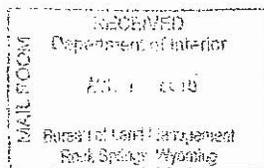


LEGEND:

(M) - Measured

(R1) Record BLM 1996 Resurvey Plat Bearing and/or Distance

(R2) Record WYDOT 1928 Highway Plans Bearing and/or Distance



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/20/2016	Presenters Name & Title: Garry McLean - HR Director
Department or Organization: Human Resources	Contact Phone and E-mail: 307-872-3913
Exact Wording for Agenda: Approval of Tasc Flex System (Section 125) Plan Document	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	

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Sally Shoemaker

From: Stefanie Boling
Sent: Tuesday, December 06, 2016 11:19 AM
To: Sally Shoemaker
Subject: Request for Meeting 12/20/16
Attachments: 2016.12.06 HR Request for meeting - Tasc Plan Document Approval.pdf; 2016.12.06 Tasc Flex System Plan Document.pdf

Sally,

Please see attached request and plan document. Gary will still need to sign two of the pages. If he can make it in before noon tomorrow, I will send you those two pages. Please feel free to contact me with any questions. Have a good day.

Thank you,

Stefanie Boling
Sweetwater County
Human Resources Specialist
80 West Flaming Gorge Way, Suite 17
Green River, WY 82935
PH: (307) 872-3909
FX: (307) 872-3996
EMAIL: bolings@sweet.wy.us

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Plan Document

Article I: Table of Contents

Article I	Table Of Contents	Article VI	Elections
Article II	Purpose	6.01	Available Benefits
2.01	Creation and Title	6.02	Election Maximum Amounts
2.02	Effective Date	6.03	Failure to Elect
2.03	Purpose	6.04	Effective Periods for Elections
Article III	Definitions	6.05	Change in Status Events
3.01	Change in Status Event	6.06	Non-Discrimination
3.02	Code	Article VII	Contributions
3.03	Compensation	7.01	Employer Contributions
3.04	Dependent	7.02	Employee Salary Reductions
3.05	Effective Date	7.03	Administrative Fees
3.06	Eligible Employee	7.04	Increases or Decreases in Premium
3.07	Employee	Article VIII	Records and Reports
3.08	Employer	8.01	Responsibility
3.09	Enrollment Communication	8.02	Examination of Records
3.10	Participant	Article IX	Plan Termination
3.11	Plan Year	9.01	Plan Termination
3.12	Qualified Benefits Plan	9.02	Rights to Terminate
3.13	Spouse	Article X	Plan Construction
Article IV	Administration	10.01	Taxation
4.01	Employer's Duties	10.02	Adoption by Related Organizations
4.02	Information to be Provided to the Employer	10.03	Uniform Exercise of Powers
4.03	Interpreting Plan Terms	10.04	Construction
4.04	Misstatements	10.05	Entire Document
4.05	Review Procedures	10.06	Severability
4.06	Rules Apply Uniformly	10.07	Benefits Provided through Third Parties
4.07	Facility of Payment	10.08	Rights Against the Employer
4.08	Information to be Furnished	10.09	Successor-Businesses
4.09	Medical Child Support Orders	Article XI	Plan Adoption and Schedule
Article V	Eligibility and Participation	11.01	Employer Adoption
5.01	Eligibility Requirements	11.02	Plan Year
5.02	Current Employees at the Time of Plan Inception	11.03	Effective Date
5.03	New Employees	11.04	Eligible Employee
5.04	Re-Employment of Former Employees	11.05	Commencement of Participation
5.05	Becoming a Participant	11.06	Qualified Benefits Plans
5.06	Notification to Employees		
5.07	Termination of Participation		
5.08	Family Medical Leave Act		
5.09	Uniformed Services Employment & Reemployment Rights Act (USERRA)		
5.10	Layoff, Leave of Absences and Sabbaticals		

Article II: Purpose

- 2.01 **Creation and Title.** The Employer adopts this Cafeteria Plan as indicated by the Employer signature in Article XI - 11.01, and creates this Cafeteria Plan under the terms and conditions set forth in this Plan Document as well as through the Enrollment Communications that are expressly incorporated by reference into this Plan Document and described in Article XI - 11.06.
- 2.02 **Effective Date.** The original Effective Date of this Cafeteria Plan and the Effective Date of this Plan Document are identified on the Plan Schedule, see Article XI.
- 2.03 **Purpose.** The Plan allows Participants to elect between cash Compensation or certain nontaxable Qualified Benefits Plans maintained by the Employer as identified on the Plan Schedule, see Article XI. The Employer intends that this Plan qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code. Notwithstanding any term in this Plan Document, if any term is found to be in conflict with federal or state law, the term will automatically be amended to comply with the federal or state law.

Article III: Definitions

- 3.01 **Change in Status Event.** A Change in Status Event allows a Participant to revoke or change his/her pre-tax election during the Plan Year, and outside of the scheduled open Enrollment period. The Employer allows all of the Change in Status Events published by the IRS for this type of Plan under 26 CFR 1.125-4, as amended. A Participant who becomes eligible under the Health Insurance Portability & Accountability Act of 1996 ("HIPAA") for coverage under an accident or health benefit offered by the Employer will be allowed to make a consistent election, or election change under this Plan.
- 3.02 **Code.** The Internal Revenue Code of 1986, as amended from time to time.
- 3.03 **Compensation.** All the earned income, salary, wages and other earnings paid by the Employer to a Participant during a Plan Year, including any amounts contributed by the Employer pursuant to a salary reduction agreement which are not includable in gross income under Sections 125, 402(g)(3), 402(h), 403(b) or 457(b) of the Internal Revenue Code.
- 3.04 **Dependent.** For the purpose of the tax advantages available under this Plan, a Dependent is an individual who is a dependent of a Participant within the meaning of Section 152(a) of the Internal Revenue Code, and any child of the Participant to whom IRS Rev. Proc. 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year). For the purposes of the tax advantages available under Qualified Benefit Plans that provide accident and health benefits as defined under Sections 105 and 106 of the Code, a Dependent is determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof and includes any child (as defined in Code § 152(f)(1)) of the Participant who at the end of the taxable year has not attained age 27.
- 3.05 **Effective Date.** The date specified in the Plan Schedule, see Article XI, on which the Plan was first effective, and the date that this Plan Document is in effect.

3.06 **Eligible Employee.** An Employee who is eligible to participate in the one or more Qualified Benefits Plans sponsored by the Employer, limited to Employees as defined below who meet the additional requirements in the Plan Schedule, see Article XI, and not including the following:

(a) Employees who are Non-Resident Aliens (within the meaning of Section 7701(b)(1)(B) of the Internal Revenue Code) who are deriving no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code); and,

(b) Employees who are self-employed individuals (as described in Section 401(c) of the Internal Revenue Code) including sole proprietors, partners in a partnership, or more than 2% owners of subchapter "S" Corporations. This exclusion applies to the Spouse, children, parents, and grandparents under the Code Section 318 attribution rules.

An Eligible Employee will also meet any additional conditions and terms as defined in the Enrollment Communication.

If an Employee is not eligible to participate in this Plan and allowed to participate under any Qualified Benefits Plan, then the Employee cost will be paid with taxable income, and the Compensation will not be reduced by the Employer.

3.07 **Employee.** An Employee is a person who is currently or hereafter employed by the Employer, or by any other Employer aggregated under Sections 414(b), (c), (m), (n), or (o) of the Internal Revenue Code and the regulations thereunder, including a leased Employee subject to Section 414(n) of the Code.

3.08 **Employer.** The Employer adopting this Plan under Article XI, and any affiliate or subsidiary that, with the consent of the Employer becomes an Employer, by adopting the Plan, or any successor business organization that assumes the obligations of the Employer.

3.09 **Enrollment Communication.** The Employer will provide a written Enrollment Communication at open Enrollment and during the Plan Year for midyear enrollees. The Enrollment Communication will provide the specific process for Enrollment in the Qualified Benefits Plans. The Enrollment Communication is expressly incorporated by reference into this Plan Document. Enrolling in a Qualified Benefits Plan will automatically enroll you in the Medical or Medical-Related Premium Plan. There is no separate Enrollment form for the Medical or Medical-Related Premium Plan.

3.10 **Participant.** Any person who has been or is an Eligible Employee and who qualifies to participate and enrolls in a Qualified Benefits Plan.

3.11 **Plan Year.** Commencing on the first day of the Plan Year and each anniversary thereof, except that the first Plan Year may include a period of fewer than twelve (12) consecutive months. The Plan Year is identified on the Plan Schedule, see Article XI.

3.12 **Qualified Benefits Plan.** Employer-sponsored plans that are allowed tax advantages under this Plan pursuant to Section 125(f) of the Internal Revenue Code.

3.13 **Spouse.** An individual who is legally married to a Participant but is not separated from a Participant or under a decree of legal separation.

Article IV: Administration

4.01 **Employer's Duties.** In addition to any rights, duties or powers specified in this Plan Document, the Employer will have the following rights, duties, and powers:

(a) to interpret the Plan, to determine the amount, manner and time for payment of any benefits under the Plan, and to construe or remedy any ambiguities, inconsistencies or omissions under the Plan;

(b) to adopt and apply any rules or procedures to ensure the orderly and efficient administration of the Plan, and from time to time, amend or supplement such rules and regulations;

(c) to determine the rights of any Participant, Spouse, or Dependent to benefits under the Qualified Benefit Plans;

(d) to develop appellate and review procedures for any Participant, Spouse, or Dependent denied benefits under the Plan;

(e) to maintain records it may require in connection with the proper administration of the Plan;

(f) to employ any agents, attorneys, accountants or other parties (who may also be employed by the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;

(g) to correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such a manner and to such extent as it shall be deemed expedient to administer the Plan;

(h) to amend or terminate this Plan.

4.02 **Information to be Provided to Employer.** The Employer, or any of its agents, will collect employment records of Participants under the Plan. These records will include, but will not be limited to, any information regarding period of employment, leaves of absence, salary history, termination of employment, or any other information the Employer may need for the proper administration of the Plan.

A Participant will furnish the Employer the data the Employer reasonably requests to ensure the proper and efficient administration of the Plan, with documentation for items such as proof of relationship as needed.

4.03 **Interpreting Plan Terms.** Any interpretation of any provision of this Plan made in good faith by the Employer as to the terms of this Plan is final and will be binding upon the parties.

4.04 **Misstatements.** Any misstatement or other mistake of fact will be corrected as soon as reasonably possible upon notification to the Employer and any adjustment or correction attributable to such misstatement or mistake of fact will be made by the Employer as he considers equitable and practicable.

4.05 **Review Procedures.** An Employee or his/her authorized representative can appeal a decision made to deny Enrollment in a Qualified Benefits Plan or a decision to disallow an election change by sending a written request for an appeal to the Employer within 60 days of the decision to deny Enrollment or an election change.

The appeal will be performed in a manner that does not afford deference to the initial determination and will be conducted by the Employer or designee.

A Participant can request, free of charge, reasonable access to, and copies of, all documents and records relevant to the decision.

Benefit appeals for denied claims are addressed in the Qualified Benefits Plan descriptions provided by the Employer.

4.06 **Rules Apply Uniformly.** The Employer will perform assigned duties in a reasonable manner and on a nondiscriminatory basis, and will apply uniform rules to all Participants similarly situated under the Plan.

- 4.07 **Facility of Payment.** Whenever a Participant who is entitled to receive a benefit under this Plan is under legal disability or is incapacitated to be unable to manage his/her financial affairs, the Employer may make payments to the Participant's legal representative, relative, or for the benefit of such Participant in such manner as the Employer considers advisable. Any such payment of a benefit in accordance with the provisions of this document shall be a complete discharge of any liability for the making of such payment under the provisions of this Plan.
- 4.08 **Information to be Furnished.** Participants shall provide the Employer with such information and evidence, and shall sign such documents, as may be requested reasonably from time to time for the purpose of administering the Plan.

- 4.09 **Medical Child Support Orders.** The Employer will adhere to the terms of any judgment, decree, or court order (including a court's approval of a domestic relations settlement agreement) which complies with federal or applicable state law. The Employer will comply with the administrative requirements described under 29 USC Sec. 1169 relating to Qualified Medical Child Support Orders (QMCSO), including any federal regulations or state laws relating to the same. On the date coverage is provided as directed by a QMCSO the Employee-parent will become eligible to participate in this Plan in order to pay his/her share of the cost of the coverage on a pre-tax basis.

Article V: Eligibility and Participation

- 5.01 **Eligibility Requirements.** Each Employee who enrolls in a Qualified Benefits Plan must be eligible to participate in this Plan to receive the tax advantages made available under this Plan. The eligibility for this Plan is set forth in the Plan Schedule, see Article XI.
- 5.02 **Current Employees at the Time of Plan Inception.** At the time of Plan adoption, all non-excluded Employees who meet the eligibility requirements may participate.
- 5.03 **New Employees.** New Employees engaged for employment after the Plan adoption, who meet the eligibility requirements, may participate in the Plan the next following entry date as indicated in the Plan Schedule, see Article XI.
- 5.04 **Re-employment of Former Employees.** Unless the Employer provides differently in the Enrollment Communications, the treatment of re-employed former Employees shall be as follows. A Participant whose employment terminates and is subsequently re-employed within 30 days of his/her separation of service and within the same Plan Year will immediately rejoin the Plan with the same Benefit elections.

Should the Participant return within 30 days of his/her separation of service during the following Plan Year, the Participant will be allowed to change elections through the Plan Enrollment process.

A Participant whose employment terminates and who is subsequently re-employed with more than 30 days separation of service will need to re-satisfy Plan eligibility requirements to rejoin the Plan. Any unused reimbursement Benefits Account balance prior to the initial separation of service date will be forfeited.

- 5.05 **Becoming a Participant.** To become a Participant, an Eligible Employee shall enroll in a Qualified Benefits Plan by any application, agreements, or process as may be required by the Employer at the time of Enrollment. The Enrollment Communication provided by the Employer at the time of Enrollment will define the process for becoming a Participant. By completing the Enrollment process, the Employee shall be deemed for all purposes to have agreed to participate and to conform to the Plan requirements. An Employee, electing to participate in the Plan, is choosing to participate for the entire Plan Year.

The annualized sum of salary reduction benefit elections shall constitute a current obligation of the Employee to the Employer. Such obligation may be revoked or changed only when the Employee has experienced and documents a Change in Status Event, when the request is consistent with the event, and notice is provided to the Plan within 30 days.

5.06 **Notification to Employees.** The Employer will communicate (in writing) to all Participants the terms and conditions of this Plan through administrative communications at the time of Enrollment and as needed during the Plan Year. These communications are expressly incorporated by reference into this Plan Document.

5.07 **Termination of Participation.** A Participant will automatically cease to be a Participant on the earliest of the following dates:

(a) the date on which this Plan or any Qualified Benefits Plan is terminated by the Employer;

(b) the end of the Plan Year, unless the Participant enrolls in a Qualified Benefits Plan for the next Plan Year;

(c) the date on which the Participant fails to pay any required premium (including payment by salary reduction);

(d) when the Participant's employment with Plan Sponsor is terminated this Plan will terminate on the earlier of the day of the termination or the day using the rule stated in the SPD, whether termination is initiated by the Participant or the Plan Sponsor, however the Participant's election can continue to be used for one or more of the Qualified Benefit Plans for the specified period of time communicated in the SPD.

Participation under each Qualified Benefit Plan is described in the materials provided by the Employer; see Article XI Section 11.6 for a list of plans and literature available from the Employer.

5.08 **Family Medical Leave Act.** The Family & Medical Leave Act of 1993 (29 U.S.C. 2611) as amended, is referred to as FMLA. FMLA Leave will not be available to Employees for Plan Years in which the Employer has 50 or fewer Employees as counted in that Act.

For Plan Years in which the Employer has more than 50 Employees, the Employer is required to make FMLA Leave available to Eligible Employees under circumstances that are prescribed by applicable federal law, including a period in which an Employee is off due to the FMLA shall be treated in accordance with the rules for a layoff or a leave of absence and provided to the extent required by the FMLA (e.g., the Employer will continue to pay its share of the contribution to the extent the Participant opts to continue coverage). If the Employer is subject to the FMLA, a Participant may revoke or continue an election through the Plan upon commencement of the FMLA Leave, whether such leave is paid or unpaid. This provision applies in addition to any other right to revoke and reelect benefits under the Plan. Upon return from FMLA Leave, a Participant may be reinstated to all pre-leave elections.

5.09 **Uniformed Services Employment & Reemployment Rights Act (USERRA).** The Employer shall permit Participants to continue benefits elections as required under the Uniformed Services Employment & Reemployment Rights Act and shall provide such reinstatement rights as required by such law.

5.10 **Layoff, Leave of Absences, and Sabbaticals.** Continuation under the Plan may occur in one of the following ways:

(a) In the case of a planned layoff, an Employee may be able to pre-fund a Qualified Benefits Plan through the end of the planned leave or the end of the Plan Year.

(b) During the period which the Employee is off and receiving a salary, the pre-tax deductions may continue. If the Employee is not receiving a salary, he/she may continue to fund his/her election with after-tax dollars while on leave. (Payment schedule to be agreed upon between the Employer and Employee prior to the commencement of the leave.)

Article VI: Elections

- 6.01 **Available Benefits.** The Qualified Benefits Plans offered under this Plan are listed on the Plan Schedule; see Article XI. The option for an Employee to make after-tax contributions for certain Qualified Benefits Plans will be communicated by the Employer at the time of Enrollment.
- 6.02 **Election Maximum Amounts.** Each Participant shall elect any combination of the benefits made available. No Participant may choose available benefits costing more than the maximum amount, if any, as indicated in the Qualified Benefits Plan. The maximum election amounts will be included in the Enrollment Communication and the literature available for each Qualified Benefits Plan.
- 6.03 **Failure to Elect.** A Participant failing to complete the Enrollment process on or before the specified due date for the Plan Year, or a midyear enrollee during the Plan Year, shall be deemed to have elected to receive his full Compensation in cash. The Employer will communicate any applicable Enrollment deadlines in writing at the time of Enrollment.
- 6.04 **Effective Periods for Elections.** The election must be made by each Participant prior to the commencement of each Plan Year, and shall be irrevocable except as provided for in a Change in Status Event that would allow an election change. Participants may not carry over any unused contributions or available benefits from one Plan Year to a subsequent Plan Year unless the Plan Schedule indicates that the Plan has incorporated the Grace Period or the Plan document includes a limited Carryover for the Medical-Related Expense Reimbursement Benefit Plan. Further, Participants may not use any contributions from one Plan Year to purchase any available benefits that will be provided in a subsequent Plan Year.
- 6.05 **Change in Status Events.** No Participant in the Plan will be allowed to alter or discontinue the Participant's benefits elections during a Plan Year except when due to and consistent with a Change in Status Event.

These Status Events include the Change in Status Events described in Notice 2014-55 that allow a Participant to revoke his/her election of coverage under the group health plan to enroll in Exchange coverage. Enrollment requests must be made within 30 days of the Change in Status Event and be consistent with the event. Notwithstanding, an Employee can make a prospective change to a Health Savings Account (HSA) election under this Plan during the Plan Year without having a Change in Status Event.

A Change in Status Event allows a Participant to change his/her contribution election during the Plan Year, and outside of the scheduled open Enrollment period. The Employer has elected to allow all of the Change in Status Events published by the IRS for this type of plan. An unpermitted election change will cause the elected benefit to be included in a Participant's gross income and can disqualify the Plan from tax preferred status.

Upon the occurrence of a Change in Status Event, the Participant will notify the Employer within 30 days and complete the forms provided by the Employer. The Employer can require additional documentation for evidence of the event. The new election will be effective prospectively and will apply only to those benefits accruing to the Participant, the Participant's Spouse, or the Participant's Dependents after the effective date of the election change. With respect to an election change under the special Enrollment period provisions of HIPAA, "timely submitted" will mean submitted no later than the last day of such special Enrollment period.

- 6.06 **Non-Discrimination.** The Plan is not intended to discriminate in favor of highly compensated individuals or key Employees as to eligibility to participate or contributions and benefits as required by the Code.

The Employer may exclude or limit certain highly compensated individuals from participation in the Plan, in the Employer's judgment, such actions serve to assure that the Plan does not violate applicable non-discrimination rules. The Employer can make necessary adjustments to Employee contributions during the Plan Year to assure that the Plan passes the required discrimination tests.

Article VII: Contributions

- 7.01 **Employer Contributions.** The Employer will contribute out of its general assets the amounts necessary to meet its obligations under the Plan. Unless the Employer provides differently in the Enrollment Communication or separate Plan Documents for the various Qualified Benefits Plans, there are no segregated funds established to collect or maintain the contributions. Contributions to the Plan for any Plan Year will be limited to the amounts necessary to pay for the Qualified Benefits Plans elected by the Participants.

The Employer may provide additional contributions in the way of cash or spending credits that can be used for any Qualified Benefits Plan, or used in a limited manner as defined by the Employer. The Employer may make defined contributions to specific Qualified Benefit Plans. The Enrollment Communications will include the amount of any Employer contribution, the rules defining how the Employer contributions can be used by the Participants, and any limitations on the use of Employer contributions. Employer contributions will continue to be provided while on approved FMLA Leave to the same extent provided to an Employee actively at work.

- 7.02 **Employee Salary Reductions.** The Participant shall agree to reduce his/her Compensation from the Employer by such amounts as are necessary to provide for those Qualified Benefits Plans which the Participant has elected. "Employee" salary reduction amounts are "Employer" contributions for purposes of Internal Revenue Code Section 125 and its applicable regulations. No Participant shall have, by virtue of the Plan, any interest in any specific asset or assets of the Employer. A Participant has only an unsecured contractual right to receive the benefits defined and limited by the Qualified Benefits Plans.

- 7.03 **Administrative Fees.** The Employer may charge the Employee reasonable cafeteria plan administrative fees. If any administrative fees are required, the Enrollment Communication will include the amount of the administrative fee and whether it is withheld from the Employee's salary reduction.

- 7.04 **Increases or Decreases in Premium.** The Employer reserves the right to increase the Participant's share of any Premiums and decrease the Employer's share by a like amount. The Employer will notify Participants prior to raising the Participant's obligations. If the premium or required contribution for any Qualified Benefits Plan increases or decreases during the Plan Year, a Participant's contributions will increase or decrease automatically in an amount sufficient to pay for such increase or decrease. However, in the case of an increase in premium, if a similar benefit is offered under the Plan at the time of said increase, the Participant may select such similar benefit rather than pay the increase.

The Employer reserves the right to reduce the Participant's share of any Premiums and increase the Employer's share by a like amount. The duration of this "Premium Holiday" is at the Employer's discretion and will be communicated by the Employer. As this is considered to be temporary, Participants are not considered to have incurred a Change in Status should the Employer invoke this option.

Article VIII: Records and Reports

- 8.01 **Responsibility.** The Employer shall exercise authority and responsibility to comply with the Plan relating to Participant records, balances, and benefits payable under this Plan. The Employer also shall be responsible for all Plan reporting and disclosure requirements.
- 8.02 **Examination of Records.** The Employer will make each Participant's records under the Plan available for his/her examination at reasonable times and during normal business hours.

Article IX: Plan Termination

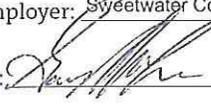
- 9.01 **Plan Termination.** The Plan or any portion of the Plan shall be subject to termination at any time by the Employer, provided however, that such termination shall not affect any right or claim arising under the Plan prior to termination. Any unclaimed funds shall become payable as the Employer may direct. Such direction may include, but not be limited to a continuation of the Plan in order to pay balances in accordance with elected benefits.
- 9.02 **Rights to Terminate.** In accordance with the procedures set forth in this section, the Employer may terminate the Plan at any time. In the event of a dissolution, merger consolidation, or reorganization of the Employer, the Plan shall terminate unless the Plan is adopted and continued by a successor to the Employer in accordance with the resolution of its Board of Directors.

Article X: Plan Construction

- 10.01 **Taxation.** The Employer intends that this Plan be in compliance with Section 125 of the Internal Revenue Code, and therefore, the Employer may deduct the amount paid for the benefits provided from federal income and employment taxes.
- This Plan has not been submitted to the Internal Revenue Service, and there is no assurance that the intended tax benefit under this Plan will be realized.
- Neither the Employer nor its designated representatives makes any commitment or guarantee that any amounts elected or paid for the benefit of a Participant will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant.
- It shall be the obligation of each Participant to determine whether each payment is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.
- Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax penalties and interest which may be imposed by the Internal Revenue Service with respect to these benefits.

- 10.02 **Adoption by Related Organizations.** Upon the approval of the Employer, this Plan may be adopted by any organization in affiliation with the Employer. For the purpose of this Plan affiliated organizations are described in Section 414(b), (c) or (m) of the Internal Revenue Code. The adopting organizations shall execute and deliver to the Employer a supplemental agreement providing for the adoption of this Plan and such other documents as the Employer deems necessary or desirable. The provisions of this Plan shall be applicable to such organization to the extent provided in the supplemental agreement.
- 10.03 **Uniform Exercise of Powers.** In the exercise of any of its powers, duties and discretion under this Plan, and within the scope of its authority, and in all of its acts, decisions, and determinations hereunder, the Employer shall at all times act in good faith and in a non-discriminatory manner and shall follow a consistent policy on comparable issues. All Employer actions and determinations shall be duly recorded. All such records, together with such other documents as may be necessary for the administration of this Plan, shall be preserved. Decisions regarding any Employer-disputed questions relative to the rights of a Participant hereunder and upon all matters within the scope of its authority shall be final and binding on all parties in interest.
- 10.04 **Construction.** No provision of this Plan shall be construed to conflict with any Treasury Department, Department of Labor, or Internal Revenue Service Regulation, Ruling, Release, or Proposed Regulation or other order which affect, or could affect, the terms of the Plan. This Plan will be in compliance with any changes related to the Internal Revenue Code. This 125 Plan is not subject to the Employee Retirement Income Security Act of 1974 (ERISA); however the Qualified Benefits Plans offered by the Employer can be subject to ERISA. Refer to the Qualified Benefits Plan for details.
- 10.05 **Entire Document.** This document, including any appendices or supplements thereto, shall constitute the entire and complete document, and as such shall govern the rights, liabilities and obligations of the Plan, except as the Plan may be modified.
- 10.06 **Severability.** In the event any provisions of this document shall be held illegal or invalid for any reason by law or a court of competent jurisdiction, said illegality or invalidity shall not affect the remaining provisions included herein either initially, or beyond the date said provisions are first held to be illegal or invalid, provided the basic purposes hereof can be affected through the remaining valid and legal provisions.
- 10.07 **Benefits Provided through Third Parties.** In the case of any benefit provided through a third party, such as an insurance company, pursuant to a contract or policy with such third party, if any conflict or inconsistency exists between the description of benefits contained in this Plan and such contract or policy, then the terms of such contract or policy shall control.
- 10.08 **Rights Against the Employer.** Neither the establishment of the Plan, nor any modification thereof, nor any distribution hereunder, shall be construed as giving to any Participant or any person whomsoever any legal or equitable rights against the Employer, its shareholders, directors, or officers, as such, or as giving any person the right to be retained in the employ of the Employer.
- 10.09 **Successor-Businesses.** Unless this Plan be sooner terminated, a successor to the business of the Employer, by whatever form or manner resulting, may continue this Plan by appropriate supplemental agreement.

Article XI Plan Adoption and Schedule

11.01 **Employer Adoption.** By signing this Plan Document, the Employer identified below represents that it has formally adopted this Cafeteria Plan.
 Sweetwater County Museum
 Employer: Sweetwater County Library
 By: 
 Printed: Garry A. McLean
 Title: Human Resources Director

11.02 **Plan Year.** The Plan Year is from
 January 1 _____, 20 17 to
 December 31 _____, 20 2017.
 The Plan will continue to renew and operate on this 12 consecutive month Plan Year unless changed by the Plan Sponsor.
 There is a short Plan Year beginning
 _____, 20 _____ and ending
 _____, 20 _____.
 (If left blank, there is no short Plan Year.)

11.03 **Effective Date.** This Cafeteria Plan was originally effective on January 1, 20 14. This Cafeteria Plan has been created or restated by this Plan Document effective January 1, 20 17.

11.04 **Eligible Employee.** An Employee who meets the definition of an Eligible Employee, 3.06, and the requirements in 11.04, can enroll in this Plan by completing the process outlined in the Enrollment Communications.
 An Eligible Employee must be regularly scheduled to work 35 hours per week in order to enroll in this Plan. Part-time Employees working fewer hours are not Eligible Employees.

Description of Excluded Employees

Union. Employees who are included in the unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, provided benefits were the subject of good faith bargaining and two percent or less of the Employees of the Employer who are covered pursuant to that agreement are professionals (as defined in Treasury regulation Section 1.410(b)-9).

For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

___ Excluded
 ___ Eligible
 Not applicable

Seasonal Employees regularly working less than

___ months within a year.
 ___ Excluded
 ___ Eligible
 Not applicable

Employees under ___ years of age.

___ Excluded
 ___ Eligible
 Not applicable

11.05 **Commencement of Participation.** An Eligible Employee can enroll in this Plan at the annual open Enrollment period or upon completion of the employment requirement identified below:

___ No wait, on the date of hire
 ___ 30 days after the date of hire
 ___ 60 days after the date of hire
 ___ 90 days after the date of hire
 First of the month after the date of hire
 ___ First of the month after 30 days of continuous employment
 ___ First of the month after 60 days of continuous employment
 ___ Other _____

11.06 **Qualified Benefits Plans.** The Plan Documents and Summary Plan Descriptions identified in the chart below are expressly incorporated by reference into this Plan Document and provide specific description of each of the benefits available through the Plan, including the periods during which the benefits are provided (the periods of coverage if different from the Plan Year for this Plan), and the Plan's rules governing participation.

The following Plans are offered under this Cafeteria Plan:

Check if offered under this Plan:	Qualified Benefits Plans	Available Plan Documents or Summary Plan Description (SPD)
<input checked="" type="checkbox"/>	Medical or Medical-Related Premium for a group health plan. (This can include an imbedded or standalone dental/vision plan.)	A Medical or Medical-Related Premium SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<input checked="" type="checkbox"/>	Health Savings Account (HSA)*	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Non-Employer-Sponsored Premium Account Plan for individual health plans (NESP).	See Appendix A.
<input checked="" type="checkbox"/>	Medical or Medical-Related Expense Reimbursement Benefit (Health FSA).	See Appendix B. A Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<input type="checkbox"/>	Non-Excepted Medical or Medical-Related Expense Reimbursement Benefit (Health FSA)	See Appendix D. A non-excepted Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of enrollment and upon request.
<input checked="" type="checkbox"/>	Dependent Care Benefit.	See Appendix C.
<input checked="" type="checkbox"/>	Supplemental Insurance (Voluntary Indemnity Plans).	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Disability Insurance Premium (Employee Only) - Pre-taxing Employee contributions will make benefits paid taxable compensation.	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Voluntary/Group Term Life Insurance **	Details will be provided in the Enrollment Communication.

NOTES

*A Participant is required to make an election before the start of the Plan Year, or before the first day of his/her coverage, showing the amount contributed to an HSA tax free under this Plan. A Participant will be able to change his/her HSA election for any month in the Plan Year regardless of whether the Employee can show a Change in Status Event.

** The cost of excess coverage as determined in Table I, published by the IRS, a will be imputed income. Excess coverage is any amount over a \$50,000 benefit.

Article XI Plan Adoption and Schedule

11.01 **Employer Adoption.** By signing this Plan Document, the Employer identified below represents that it has formally adopted this Cafeteria Plan.

Sweetwater County, Food Bank, Events complex

Employer: Solid Waste Dist, Southwest Counseling District Board of Health, Recreation Board, STAR

By: [Signature]

Printed: Garry A. McLean

Title: Human Resources Director

11.02 **Plan Year.** The Plan Year is from

January 1, 20 17 to

December 31, 20 2017.

The Plan will continue to renew and operate on this 12 consecutive month Plan Year unless changed by the Plan Sponsor.

There is a short Plan Year beginning

_____, 20 ____ and ending

_____, 20 ____.

(If left blank, there is no short Plan Year.)

11.03 **Effective Date.** This Cafeteria Plan was

originally effective on January 1,

20 14. This Cafeteria Plan has been

created or restated by this Plan Document

effective January 1, 20 17.

11.04 **Eligible Employee.** An Employee who meets the definition of an Eligible Employee, 3.06, and the requirements in 11.04, can enroll in this Plan by completing the process outlined in the Enrollment Communications.

An Eligible Employee must be regularly scheduled to work 40 hours per week in order to enroll in this Plan. Part-time Employees working fewer hours are not Eligible Employees.

Description of Excluded Employees

Union. Employees who are included in the unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, provided benefits were the subject of good faith bargaining and two percent or less of the Employees of the Employer who are covered pursuant to that agreement are professionals (as defined in Treasury regulation Section 1.410(b)-9).

For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

____ Excluded
 ____ Eligible
x Not applicable

Seasonal Employees regularly working less than

____ months within a year.

____ Excluded
 ____ Eligible
x Not applicable

Employees under ____ years of age.

____ Excluded
 ____ Eligible
x Not applicable

11.05 **Commencement of Participation.** An Eligible Employee can enroll in this Plan at the annual open Enrollment period or upon completion of the employment requirement identified below:

____ No wait, on the date of hire
 ____ 30 days after the date of hire
 ____ 60 days after the date of hire
 ____ 90 days after the date of hire
X First of the month after the date of hire
 ____ First of the month after 30 days of continuous employment
 ____ First of the month after 60 days of continuous employment
 ____ Other _____

11.06 **Qualified Benefits Plans.** The Plan Documents and Summary Plan Descriptions identified in the chart below are expressly incorporated by reference into this Plan Document and provide specific description of each of the benefits available through the Plan, including the periods during which the benefits are provided (the periods of coverage if different from the Plan Year for this Plan), and the Plan's rules governing participation.

The following Plans are offered under this Cafeteria Plan:

Check if offered under this Plan:	Qualified Benefits Plans	Available Plan Documents or Summary Plan Description (SPD)
<input checked="" type="checkbox"/>	Medical or Medical-Related Premium for a group health plan. (This can include an imbedded or standalone dental/vision plan.)	A Medical or Medical-Related Premium SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<input checked="" type="checkbox"/>	Health Savings Account (HSA)*	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Non-Employer-Sponsored Premium Account Plan for individual health plans (NESP).	See Appendix A.
<input checked="" type="checkbox"/>	Medical or Medical-Related Expense Reimbursement Benefit (Health FSA).	See Appendix B. A Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<input type="checkbox"/>	Non-Excepted Medical or Medical-Related Expense Reimbursement Benefit (Health FSA)	See Appendix D. A non-excepted Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of enrollment and upon request.
<input checked="" type="checkbox"/>	Dependent Care Benefit.	See Appendix C.
<input checked="" type="checkbox"/>	Supplemental Insurance (Voluntary Indemnity Plans).	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Disability Insurance Premium (Employee Only) - Pre-taxing Employee contributions will make benefits paid taxable compensation.	Details will be provided in the Enrollment Communication.
<input type="checkbox"/>	Voluntary/Group Term Life Insurance **	Details will be provided in the Enrollment Communication.

NOTES

*A Participant is required to make an election before the start of the Plan Year, or before the first day of his/her coverage, showing the amount contributed to an HSA tax free under this Plan. A Participant will be able to change his/her HSA election for any month in the Plan Year regardless of whether the Employee can show a Change in Status Event.

** The cost of excess coverage as determined in Table I, published by the IRS, a will be imputed income. Excess coverage is any amount over a \$50,000 benefit.



Health Insurance Enrollment & Support
Health Insurance Renewals (HRA)
Health Reimbursement Arrangements (HRA)
Compliance Administration
COBRA Administration
FMLA Administration
HIPAA Compliance
ERISA Compliance
PCORI Compliance
Medicare Part D Notices
ACA Employer Reporting
Form 5500 Preparation
Anti-Discrimination Testing
Payroll/Payroll Services
GiveBack (Workplace Giving)
Direct Deposit

Plan Document: Appendix B

Medical or Medical-Related Expense Reimbursement Benefits Plan (Health Flexible Spending Account, or FSA)

All terms and conditions stated in the Plan Document and Appendix B are applicable to this Medical or Medical-Related Expense Reimbursement Benefits Plan (Health FSA) unless specifically changed by this Appendix B.

All capitalized terms in this Appendix B are defined exactly as in the Plan Document, Article III, Definitions.

This Plan is intended to provide reimbursement for certain medical expenses incurred by Participants and not otherwise covered by insurance or by the Employer. The Employer intends that the Plan qualify as an accident and health plan under Section 105 and 106 of the Internal Revenue Code, and that the nontaxable benefits provided under the Plan be eligible for exclusion from Participant incomes under Section 105(b) of the Code.

The Health FSA is an Employer Sponsored Welfare Plan as defined by ERISA (Employee Retirement Income Security Act of 1974) and is subject to ERISA. The Employer will provide a Summary Plan Description within 90 days of enrollment or on request. The Summary Plan Description will identify the Plan Administrator for this Plan.

Maximum Contribution. The maximum salary reduction that a Participant can make per Plan Year will be communicated in the Enrollment Communications that are provided to each Eligible Employee at open enrollment or at the time a new or existing Employee becomes eligible for enrollment in the Plan. Beginning Plan Years on and after January 1, 2013, a Participant's salary reduction cannot exceed the greater of these two: either the maximum salary reduction communicated in the Enrollment Communications or the maximum limit per Code Section 125(i), indexed for inflation.

Qualified Expenses. A medical expense incurred during a Plan Year by a Participant, the Participant's Spouse, or the Participant's Dependents while the Participant is covered under this Plan. Medical ex-

penses are reimbursable only to the extent allowed as a medical expense under Section 213(d) of the Internal Revenue Code. For purposes of the Plan, an expense is incurred on the date when the underlying services giving rise to the medical expenses are performed and not on the date that the services are billed by the service-provider or paid by the Participant.

Benefits. Benefits are provided from the Employer's general assets. There are no segregated funds established for this Plan. The amount of the Participant's annual election is available on each day of the Plan Year in which the Employee is a Participant.

A Participant is entitled to benefits under the Plan for a Plan Year in an amount that does not exceed the Participant's annual election, and Employer contributions, if any. The amount of a Participant's annual election will be uniformly available during the Plan Year.

Claims. A claim under this Health FSA can be reimbursed only if the Participant provides a written statement from an independent third party stating that the medical expense has been incurred, the amount of the expense, and that the medical expense has not been reimbursed nor is it reimbursable under any other health plan coverage. If claims are submitted electronically, the Participant will sign a certification upon Enrollment or acceptance of an electronic card that claims submitted under the card have not been reimbursed by any other insurance or self-insured plan, and that the Participant is not seeking reimbursement under any other insured or self-insured plan.

Each claim will be substantiated by the submission of a third-party statement that shows that the claim is for a Qualified Benefits Expense, or by automated means that comply with guidelines established under IRS Rev. Rul. 2003-43.

Services purchased under a prefunded debit card can be automatically substantiated as allowed under IRS Notice 2006-69, including claims that are automatically substantiated using the Inventory Information Approval System (IIAS), amounts that are a multiple of a health plan copayment (up to five multiple copayments).

Death of Participant. In the event of the death of the Participant prior to the payment of any claims, payment will be made in the following priority:

- (a) Executor of the Estate of the deceased Participant,
- (b) Spouse, or,
- (c) Family member held responsible for payment of deceased's medical bills.

Amounts Paid in Error. Upon any benefits payment made in error, the Plan Sponsor will inform the Participant that they are required to repay the amount that has been paid in error to or on the behalf of a Participant. This includes and is not limited to amounts exceeding the Participant's annual election, amounts for services that are determined not to be Qualified Expenses, or amounts that are not substantiated (as when a Participant does not provide adequate documentation to substantiate a claim upon request). The Employer may take reasonable steps to recoup such an amount, including reducing the amount of future benefits reimbursements by the amount paid in error.

Change in Enrollment. No Participant in the Plan will be allowed to alter or discontinue the Participant's elections during a Plan Year except when due to and consistent with a Change in Status Event. Change In Status enrollment requests must be made within 30 days of the Change In Status Event and be consistent with the actual Change in Status.

The new Benefits Enrollment Form, if determined by the Employer to be submitted in a timely fashion and consistent with the Status Change, will be effective prospectively and will apply only to those Benefits accruing to the Participant, the Participant's Spouse or the Participant's Dependents after the effective date of the new Benefits Enrollment Form. With respect to an election change under the special enrollment period provisions of HIPAA, "timely submitted" will mean submitted no later than the last day of such special enrollment period. The Employer will determine if the new Benefits Enrollment Form has been timely submitted consistent with the nature of the Change in Status.

Limited Coverage under this Plan (Spouse covered under an HSA). Section 1201 of the Medicare Prescription Drug, Improvement & Modernization Act of 2003, added Section 223 to the Internal Revenue Code to permit eligible individuals to establish Health Savings Accounts (HSAs) for taxable years beginning on

or after December 31, 2003. In order to allow an Employee's Spouse to contribute to an HSA Account, an Employee is required to submit a written request to the Benefits Coordinator requesting "single" or "Parent and Child(ren)" enrollment in this Health FSA. Qualified Expenses are limited to covered services or supplies provided to the Employee and Dependents that are not covered under the Spouse's HSA. No claims for family members covered under the HSA can be submitted under this Plan.

Nondiscrimination. The Plan is not intended to discriminate in favor of highly compensated individuals regarding eligibility to participate, contributions, and benefits in accordance with applicable provisions of the Code. The Plan Administrator may take such actions as excluding certain highly compensated employees from participation in the Plan or adjusting elections midyear, if in the Employer's judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules.

Carryover. The Allowed Carryover Maximum will be communicated in the Enrollment Communications provided to each Eligible Employee at open enrollment or when a new or existing Employee becomes eligible for enrollment in the Plan. The Carryover Maximum will be the lesser of the amount communicated in the Enrollment Communications or \$500.

The Allowed Carryover will be the lesser of the Allowed Carryover Maximum or the unused benefit balance at the end of the Runout Period. A Runout Period immediately follows the end of a Plan Year during which a Participant may request reimbursement of expenses incurred for qualified benefits during the Plan Year. The duration of any Runout Periods will be detailed in the Summary Plan Description provided by the Employer.

The amount carried over has no effect on the ability to elect the maximum salary reduction allowed under the Plan for the new Plan Year. If a Participant elects the maximum salary reduction allowed under the Plan then the amount carried over will be in addition to that election.

Forfeiture (Use-it-or-lose-it Rule) and Runout Period. Participant forfeits any unused amount in excess of the Allowed Carryover Maximum that remains unused at end of the Plan Year's Runout Period.

Participants who terminate coverage under this Plan during the Plan Year forfeit any amount of their annual elections that exceeds claims reimbursed during any Plan Year.

A Participant who is covered through the end of the Plan Year will have a Runout Period in which to submit eligible claims. A Participant who terminates coverage during the Plan Year has a Runout Period in which to submit eligible claims. The duration of these Runout Periods will be provided in the Summary Plan Description provided by the employer.

Upon such forfeiture, the Participant's accrual will be reduced to zero. Forfeiture of Plan benefit amounts may be (a) reallocated to existing Participants in any reasonable manner (reallocation must in no way relate to prior claims history) or (b) applied towards the cost of administering the Plan.

COBRA Continuation Coverage. The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") as amended from time to time, does not apply to any group health plan of the Employer for any calendar year if all employers maintaining the Plan normally employed fewer than 20 employees on a typical business day during the preceding calendar year. Any Participant eligible for COBRA continuation coverage under this Plan, shall be allowed to continue to participate in the Plan until the end of the Plan Year in which the qualifying event occurred, as long as such Participant complies with the provisions set out in COBRA. A Participant is eligible for COBRA coverage only when the cost to continue to the end of the Plan Year exceeds the remaining benefit.

The Employer shall adopt rules relating to continuation coverage, as provided under Section 4980B of the Internal Revenue Code or applicable state law, as may be required from time to time, and shall advise affected individuals of the terms and conditions of such continuation coverage.

Plan Administrator's Duties. The Plan Administrator, identified in the Summary Plan Description, will have full and complete discretion to determine eligibility for participation and benefits under this Plan, including, without limitation, the determination of those individuals who are deemed Employees of the Employer (or any controlled group member). The Plan Administrator's decision will be final, binding, and conclusive on all parties having or claiming a benefit under this Plan. This Plan is to be construed to exclude all individuals who are not considered Employees for purposes of the Employer's payroll system, and the Plan Administrator is authorized to do so, despite the fact that its decision may result in the loss of the Plan's tax qualification.

In addition, the Plan Administrator has the discretionary authority to interpret the Plan in order to make eligibility and benefits determinations as

it may determine at its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations regarding whether any individual is eligible and entitled to receive any benefits under the Plan.

The Plan Administrator is responsible for the administration of the Plan. In addition to any rights, duties or powers specified throughout the Plan, the Plan Administrator will have the following rights, duties and powers:

- (a) to interpret the Plan; to determine the amount, manner, and time for payment of any benefits under the Plan; and to construe or remedy any ambiguities, inconsistencies, or omissions under the Plan;
- (b) to adopt and apply any rules or procedures to insure the orderly and efficient administration of the Plan;
- (c) to determine the rights of any Participant, Spouse, Dependent or beneficiary to benefits under the Plan;
- (d) to develop appellate and review procedures for any Participant, Spouse, Dependent, or beneficiary denied benefits under the Plan;
- (e) to provide the Employer with such tax or other information it may require in connection with the Plan;
- (f) to employ any agents, attorneys, accountants or other parties (who may also be Employees of the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;
- (g) to report to the Employer, or any party designated by the Employer, after the end of each Plan Year pertinent information regarding the administration of the Plan, to report any significant problems as to the administration of the Plan, and to make recommendations for modifications regarding procedures and benefits, or any other change which might ensure the efficient administration of the Plan.

The Privacy Rule. Protected Health Information ("PHI") is defined as information that is created or received by the Employer which relates to the past, present, or future physical or mental health or condition of a Participant; or, the provision of healthcare to a Participant; or the past, present, or future payment

for the provision of healthcare to a Participant; and that identifies the Participant. The test is whether there is a reasonable basis to believe the information can be used to identify the Participant. PHI includes information of persons living or deceased.

Access to PHI: The Employer's access to PHI is restricted to the minimum information necessary to administer the Health FSA. This includes obtaining Participant elections and reimbursements for payroll administration. The Employer has access to PHI submitted for claims reimbursement when that claim is on an appeal from an adverse decision. Only the Benefits Coordinator and Employees trained in the federal privacy rule will have access to the PHI.

Permitted And Required Uses And Disclosures of PHI By The Employer: The Employer may use and disclose PHI for Plan administration functions only as permitted and required by this Plan Document, or as required by law. The Employer will not use or disclose PHI for employment-related actions or in connection with any other Employee benefits plan. When necessary, the Benefits Coordinator will disclose the PHI to consultants and experts as required by the Department of Labor for a full and fair review or to perform Plan non-discrimination testing as required by law.

Complaints: If a Participant has any complaints regarding the way in which the Employer has handled PHI said Participant may complain to the Benefits Coordinator. No response from the Benefits Coordinator is required. A copy of this complaint procedure shall be provided to the Participant upon request. The Benefits Coordinator will keep a copy of the complaint, applicable documentation, and disposition if any, for a period of 6 years from the end of the Plan Year in which the act occurred.

No Retaliation: No Employee will intimidate, threaten, coerce, discriminate against, or take other retaliatory action against Participants for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice under the federal Privacy Rule.

Firewall: The Employer will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the group health plan; and ensure

that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information.

Employer will do the following: (1) Ensure that any subcontractors or agents to whom the Plan Sponsor provides PHI agree to the same restrictions described above, (2) report to the health plan any use or disclosure that is inconsistent with this Plan Document or the federal Privacy Rule, (3) make the PHI information accessible to the Participants, (4) allow Participants to amend their PHI, (5) provide an accounting of its disclosures of PHI as required by the Privacy Rule, (6) make its practices available to the Secretary of Health and Human Services for determining compliance, and, (7) return and destroy all PHI when no longer needed, if feasible.

The Federal Security Rule. This rule is intended to bring the Plan into compliance with the "HIPAA Security Rule" as published on February 20, 2003 by the United States Department of Health and Human Services (HHS), and amended, including the final Security Standards under the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act (Health Information Technology for Economic and Clinical Health Act) of the 2009.

The Electronic Media contemplated by the HIPAA Security Rule includes the following:

- (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- (b) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

In order to send and receive Protected Health Information ("PHI" as defined in the Plan Document) necessary for Plan administration by Electronic Media, the Employer will do the following:

(a) implement reasonable and appropriate safeguards for electronic PHI created, received, maintained or transmitted to or by the Employer on behalf of the group health plan;

(b) ensure that electronic "firewalls" are in place to secure the electronic PHI;

(c) ensure that all agents and subcontractors with access to electronic PHI comply with the security requirements; and

(d) report to the group health Plan any security incident of which it becomes aware.

Employee Retirement Income Security Act (ERISA). The Health FSA is defined as a welfare benefits Plan subject to the ERISA Reporting requirements.

Summary Plan Description. The SPD informs Employees of their rights under the Plan. It must be provided to all Participants of all welfare benefits plans, regardless of size. New Participants must receive the SPD within 90 days of becoming Participants or receiving benefits.

Summary of Material Modification. The SMM informs Employees of any changes to the Plan. Participants must receive a SMM reflecting any such changes. However, a SMM is not required if a change is described in the SPD and is redistributed.

Summary Annual Report. A SAR is the highlight of the financial information detailed on IRS Form 5500. The SAR is to be distributed to Plan Participants within nine months following the end of the Plan Year. Unfunded Plans with fewer than 100 Participants at the beginning of the Plan Year are exempt from the SAR distribution rules.

IRS Form 5500. Form 5500 is required under ERISA Section 104, applicable to welfare benefits plans. Unfunded plans with fewer than 100 Participants are exempt from the filing requirement if Plan assets are not held in trust.



Plan Document: Appendix C

Dependent Care Benefits Plan

All terms and conditions stated in the Plan Document and Appendix C are applicable to this Dependent Care Benefits Plan unless specifically changed by this Appendix C.

All capitalized terms in this Appendix C are defined exactly as in the Plan Document, Article III, Definitions.

This Plan is intended to provide reimbursement for certain Dependent Care Expenses incurred by Participants. The Employer intends that the Plan qualify as a dependent care assistance plan under Section 129(d) of the Internal Revenue Code, and that the nontaxable benefits provided under the Plan be eligible for exclusion from Participant incomes under Section 129 of the Code. This Plan is not subject to the Employee Retirement Income Security Act of 1974 (ERISA).

Maximum Contribution. A Participant can defer the lesser of \$5000, their earned income, or the Spouse's earned income, per plan Year. If a Spouse is disabled or a full-time student with no income, then the Spouse is deemed to have a monthly income of \$250, if one dependent, \$500 if two or more dependents. A married Participant who files a separate tax return is limited to \$2,500 per year. Contributions to the Plan are made and limited in accordance with the Participant's annual election.

Maximum Benefit. A Participant can never withdraw more funds than actually contributed on the date a claim is submitted. If a Participant fails to use his/her entire election at the end of the Plan Year or upon other termination of the Plan, the unused election cannot be cashed out and becomes the property of the Employer.

Dependent Care Expenses. Expenses incurred by a Participant for the care of a Qualified Person or for related household services which would be considered employment-related expenses under Section 21(b)(2) of the Internal Revenue Code.

Qualifying Person - All child and Dependent Care Expenses must be for the care of one or more Qualifying Persons. A Qualifying Person is defined as the following:

- (a) A child whom is claimed as the Participant's Dependent and who was under the age of 13 when the care was provided;
- (b) A Participant's Spouse who was physically or mentally unable to care for himself/herself and lived with the Participant for more than half of the year;
- (c) A person who was physically or mentally unable to care for himself or herself and lived with the Participant for more than half of the year, and either of the following:
 - (1) Was the Participant's Dependent; or
 - (2) Would have been the Participant's Dependent without the occurrence of one of the following:
 - i) He or she received gross income equal to or in excess of the exemption amount for Dependents under Internal Revenue Code § 151(d);
 - ii) He or she filed a joint tax return;
 - iii) The Participant, or the Participant's Spouse if filing jointly, could be claimed as a Dependent on someone else's federal tax return.

Child of divorced or separated parents: Even if a Participant cannot claim a child as a Dependent, he or she is treated as a Qualifying Person if one of the following applies.

- (a) The child was under the age of 13 or was physically or mentally unable to care for himself/herself; or
- (b1) The Participant was the child's custodial parent (the parent with whom the child lived for the greater part of the calendar year), and

- (b2) The non-custodial parent is entitled to claim the child as a Dependent under the special rules for a child of divorced or separated parents.

If this applies, the non-custodial parent cannot treat the child as a Qualifying Person.

Benefits and Claims - Benefits are provided only for the reimbursement of a Qualified Person's Dependent Care Expenses that are incurred during the Plan Year and during the period in which the Employee was a Participant. Benefits are limited to the amount that has actually been withheld from the Participant's Compensation on the date the claim is processed.

Reimbursement will be made under the Plan only on the basis of Dependent Care Expenses incurred for the care of a Qualified Person, as presented on a written form specific for requesting reimbursement from the Plan. Dependent Care Expenses requested for reimbursement will be reviewed for eligibility prior to reimbursement from a Participant's dependent care reimbursement benefits account. If it is determined that an expense is a Dependent Care Expense subject to reimbursement, the Participant will be reimbursed for the Dependent Care Expense within a reasonable time. To make the determination that a Dependent Care Expense subject to reimbursement has been incurred, proper evidence of any or all of the following may be required:

- (a) the name of the Qualified Person for whom the expenses have been incurred;
- (b) the nature of the services incurred;
- (c) the date the services were incurred;
- (d) the amount of the requested reimbursement; and,
- (e) that the expenses have not been otherwise paid through a program offered by the Employer or any other employer, or reimbursed from any other source.

The Employer will make the final determination of what constitutes a Dependent Care Expense subject to reimbursement under the Plan.

In the event of the death of the Participant prior to the payment of any claims, payment will be made in the following priority:

- (a) Executor of the Estate of the deceased Participant,
- (b) Spouse of decedent.

Amounts Paid in Error - Upon any benefit payment made in error, the Employer will inform the Participant that they are required to repay the amount that has been paid to or on the behalf of a Participant in error. This includes and is not limited to amounts over the Participant's annual election, amounts for services that are determined not to be Dependent Care Expense, or when a Participant does not provide adequate documentation to substantiate a claim upon request. The Employer may take reasonable steps to recoup such an amount including reducing the amount of future benefit reimbursements by the amount paid in error.

Forfeiture (Use-it-or-lose-it Rule) - A Participant forfeits any amount of his/her annual election that exceeds of the amount of claims reimbursed during any Plan Year. A Participant who terminates coverage during the Plan Year has a run out period in which to submit eligible claims. A Participant who is covered through the end of the Plan Year will have a run out period in which to submit eligible claims. The duration of these run out periods will be provided in the Summary Plan Description provided by the Employer.

Upon such forfeiture, the Participant's accrual will be reduced to zero. Forfeited funds can be retained by the Employer, or at the discretion of the Employer, forfeitures of benefits under the Plan can be reallocated to Participants in any reasonable manner that has no relation to prior claims history. Forfeitures of benefits also may be applied towards the cost of administering the Plan. Forfeitures of benefits will become the sole property of the Employer.

Change in Enrollment. No Participant in the Plan will be allowed to alter or discontinue the Participant's elections during a Plan Year except when due to and consistent with a Change in Status. Change in Status Event enrollment requests must be made within 30 days of the Change in Status Event and be consistent with the actual Change in Status, as defined by the IRS.

The new Benefits Enrollment Form, if determined by the Employer to be submitted in a timely fashion and consistent with the Status Change, will be effective prospectively and apply only to those Benefits accruing to the Participant, the Participant's Spouse, or the Participant's Dependents after the effective date of the new Benefits Enrollment Form.

Nondiscrimination. The Plan is not intended to discriminate in favor of highly compensated individuals regarding eligibility to participate, contributions, and benefits in accordance with applicable provisions of the Code. The Employer may take such actions as excluding certain highly compensated employees from participation in the Plan or adjusting elections midyear, if in the Employer's judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules.



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Any other use or disclosure is prohibited.

FX-4794-011314

Plan Document: Appendix A

Non-Employer-Sponsored Premium Account Plan (NESP)

All terms and conditions stated in the Plan Document are applicable to this Non-Employer-Sponsored Premium Account Plan (NESP) unless specifically changed by this Appendix A.

All capitalized terms in this Appendix A are defined exactly as in the Plan Document, Article III, Definitions.

This Plan is intended to comply with Section 125 of the Internal Revenue Code. NESP is an tax advantaged plan established with the intent of providing tax free reimbursement for the premium paid by an Employee for an individual insurance, providing health and accident benefits as defined under Sections 105 and 106 of the Code. The individual insurance plan is owned by the Employee. This can include a plan provided through Employee owned insurance policy(ies) issued by an insurance company, or a contract(s) with a health maintenance organization or point of service organization. Coverage offered through the Marketplace, (a state or federal plan under the Affordable Care Act), does not qualify. The following individual plans can be covered under the NESP Plan.

- Health insurance or HMO coverage for health expenses
- Dental insurance
- Eye care insurance
- Medicare premium
- Medigap or Medicare Supplemental premium
- Tricare premium
- Accidental death and dismemberment insurance
- Long-term or short-term disability insurance

NESP is not subject to the Employee Retirement Income Security Act of 1974 (ERISA). The Individual plans purchased by the Employees are not Employer-Sponsored Welfare Plans as defined by ERISA, and as such are not subject to ERISA.

Maximum Contribution. The maximum contribution can be found in the Enrollment Communication provided by the Employer at the time of enrollment.

Maximum Benefit. A Participant will never receive benefits that exceed the salary reduction amount actually withheld on the date the claim is submitted. If a Participant fails to use his/her entire election at the end of the Plan Year or at time of other termination of the Plan, the unused election cannot be cashed out and becomes the property of the Employer.

Claims Requirement. The Employee will submit proof that he/she paid the premium in order to obtain reimbursement from this Plan. Premium paid for a period of time that is prior to or following the Plan Year in which the claim is submitted is not reimbursable. Amounts that are withheld from the Employee's salary that are not used to reimburse premiums will be forfeited and become the property of the Employer.

Change in Enrollment. No Participant in the Plan will be allowed to alter or discontinue the Participant's elections during a Plan Year except when due to and consistent with a Change in Status Event. Change in Status Event enrollment requests must be made in writing within 30 days of the Change in Status Event and be consistent with the actual Change in Status, as defined by the IRS.

Upon the occurrence of a Change in Status Event, timely request and approval by the Employer, the election change will be effective prospectively.

Increases or Decreases in Premiums. If the premiums or required contribution for any individual Qualified Benefits Plan purchased by the Employee change during the Plan Year, whether increase or decrease, a Participant's contributions can be increased or decreased in an amount sufficient to pay for such increase or decrease. The Change in Status Event enrollment requests must be made within 30 days of the change in the required premium or contribution. The election change will be effective prospectively.

Forfeiture (Use-it-or-lose-it Rule). A Participant forfeits any amount of his/her annual election that exceeds the amount of claims reimbursed during any Plan Year. A Participant who terminates coverage during the Plan Year has a run out period in which to submit eligible claims. A Participant who is covered through the end of the Plan Year will have a run out period in which to submit eligible claims. The duration of these run out periods will be provided in the Summary Plan Description provided by the Employer.

Upon such forfeiture, the Participant's accrual will be reduced to zero. Forfeited funds can be retained by the Employer, or at the discretion of the Employer, forfeitures of benefits under the Plan can be reallocated to Participants in any reasonable manner that has no relation to prior claims history. Forfeitures of benefits may also be applied towards the cost of administering the Plan. Forfeitures of benefits will become the sole property of the Employer.



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FX-4792-012714

Plan Document: Heart Act Amendment

Heart Act Amendment to the Medical or Medical-Related Expense Reimbursement Benefits Plan (Health FSA)

All of the terms and conditions stated in the Plan Document and Appendix B continue in effect unless specifically changed by the terms of this Amendment. All capitalized terms in this Amendment have the same meaning as defined in Article III, Definitions, in the Plan Document or as defined in Appendix B.

Military Cash Out Option. A Participant in the Plan will receive a Qualified Reservist Distribution upon written request provided to the Employer. A Qualified Reservist Distribution means a distribution to a Participant of all or a portion of the Balance in the employee's account under the Plan, if:

- (a) a Participant was (by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code)) ordered or called to active duty for a period of 180 days or more, or for an indefinite period; and,

- (b) the distribution is requested and made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year in which the Participant received the order or call.

The Balance that can be distributed is limited to the amount of the Participant's actual payroll deductions made as of the date of the request, less any amount that has already been disbursed for valid claims submitted. A request for a Qualified Reservist Distribution after the period defined under Paragraph B will be denied.



**Board of County Commissioners
Public Hearing Agenda
December 20, 2016**

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

Public Hearing

1. Language Amendment
2015 Zoning Resolution
Alternative Construction
Notice of Intent

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 12/20/16	Presenters Name & Title: Amber Nuse of McGee, Hearne & Paiz, LLP
Department or Organization: Clerk's Office	Contact Phone and E-mail: 872-3762 (Bonnie)
Exact Wording for Agenda: Fiscal Year 2016 Audit Report	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 11:30 or 1:30 30 Minutes (Amber has requested right before or right after lunch. She will be traveling from Cheyenne.)
Will there be Handouts? (If yes, include with meeting request form) Yes. Jennifer Rains will be emailing the Audit report to Sally prior to the meeting request form deadline. Also, hard copies of the report will be available at the meeting.	Will handouts require SIGNATURES: No
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
- 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.

To the Board of County Commissioners
Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935

We are pleased to present this report related to our audit of the basic financial statements of Sweetwater County, Wyoming (the "County") as of and for the year ended June 30, 2016. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the County's financial reporting process.

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the basic financial statement audit, as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Our Responsibilities with Regard to the Financial Statement Audit

Our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States, have been described to you in our arrangement letter dated June 13, 2016. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.

Accounting Policies and Practices

- *Preferability of Accounting Policies and Practices:* There were no circumstances that required management to select amongst alternative accounting practices.
- *Adoption of, or Change in, Accounting Policies:* Management has the ultimate responsibility for the appropriateness of the accounting policies used by the County. Following are descriptions of significant accounting policies that were changed during the year:
 - Governmental Accounting Standards Board (GASB) Statement No. 82, *Pension Issues – an Amendment of GASB Statements No. 67, No. 68, and No. 73*. The objective of Statement No. 82 is to clarify the presentation of payroll-related measures in required supplementary information as well as the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

- Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*. The objective of Statement No. 72 is to improve financial reporting by clarifying the definition of fair value for financial reporting purposes, establishing general principles for measuring fair value, providing additional fair value application guidance, and enhancing disclosures about fair value measurements.
- *Significant or Unusual Transactions*: We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.
- *Management's Judgments and Accounting Estimates*: Accounting estimates are an integral part of the preparation of basic financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. The Board may wish to monitor the process used to compute and record these accounting estimates. The following describes the significant accounting estimates reflected in the County's June 30, 2016 basic financial statements:
 1. *Significant Estimate*: Allowance for Uncollectible Accounts Receivable
 - *Accounting Policy*: Accounts are written off when deemed uncollectible.
 - *Management's Estimation Process*: Based on management's review of past due accounts and historical experience.
 - *Our Conclusion*: We evaluated the estimation process and noted it appeared reasonable.
 2. *Significant Estimate*: Net Other Post Employment Benefits (OPEB) Obligation
 - *Accounting Policy*: This liability is calculated in accordance with GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*.
 - *Management's Estimation Process*: Estimates are provided by an independent actuary, with a roll-forward done by Diversified Insurance in the current year.
 - *Our Conclusion*: We evaluated the estimation process and noted it appeared reasonable.
 3. *Significant Estimate*: Pension Liability
 - *Accounting Policy*: The liabilities of the County to employees for defined benefit pensions (net pension liability) measured as the portion of the present value of projected benefit payments to be provided through the pension plans to current active and inactive employees that is attributed to those employees' past periods of service (total pension liabilities), less the amount of the pension plans' fiduciary net positions.
 - *Management's Estimation Process*: Use of the Wyoming Retirement System GASB 68 Report, and the County's various proportionate share of the pension liability.
 - *Our Conclusion*: We evaluated the estimation process and noted it appeared reasonable.
 4. *Estimate*: Incurred but Not Reported Claims
 - *Accounting Policy*: The County incurs a liability arising from services rendered for participants from providers.
 - *Management's Estimation Process*: Estimate was provided by UMR, a United Healthcare Company.
 - *Our Conclusion*: We evaluated the estimation process and noted it appeared reasonable.

Audit Adjustments

Audit adjustments proposed by us and recorded by the County are included in the attached representation letter within the *Summary of Recorded Audit Adjustments*.

Uncorrected Misstatements

Uncorrected misstatements are included in the attached representation letter within the *Summary of Uncorrected Misstatements*.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the basic financial statements.

Consultation with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

No significant issues arising from the audit were discussed with or were the subject of correspondence with management.

Significant Difficulties Encountered in Performing the Audit

We did not encounter any significant difficulties in dealing with management during the audit.

Significant Written Communications between Management and Our Firm

A copy of the audit representation letter between our Firm and the management of the County is attached to this letter.

This report is intended solely for the information and use of the Board of County Commissioners and management and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to Sweetwater County, Wyoming.

McDoe, Heurne & Paiz, LLP

Cheyenne, Wyoming
December 13, 2016

December 9, 2016

McGee, Hearne & Paiz, LLP
P.O. Box 1088
Cheyenne, Wyoming 82003

This representation letter is provided in connection with your audit of the basic financial statements of Sweetwater County, Wyoming (the "County") as of and for the year ended June 30, 2016 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, that as of the date of this letter:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated June 13, 2016, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. Related party transactions, including those with component units for which the County is accountable and jointly governed organizations in which the County participates, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
7. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
8. We acknowledge our responsibility for the selection and application of accounting policies. In that regard, all accounting policies used by us during the year are deemed appropriate.

9. We have not completed the process of evaluating the effect that will result from adopting the guidance in Governmental Accounting Standards Board (GASB) Accounting Statement No. 80, *Blending Requirements for Certain Component Units, an amendment of GASB Statement No. 14*, as discussed in Note 1. The County is therefore unable to disclose the effect that adopting the guidance in GASB Statement No. 80 will have on its financial position and the results of operations when such guidance is adopted.
10. We have not completed the process of evaluating the effect that will result from adopting the guidance in Governmental Accounting Standards Board (GASB) Accounting Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, as discussed in Note 1. The County is therefore unable to disclose the effect that adopting this Statement will have on its financial position and the results of operations when such guidance is adopted.
11. We believe that the actuarial assumptions and methods in the Wyoming Retirement System's Report used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.
12. We agree with the findings of specialists in evaluating the multi-employer pension benefits actuarial valuation, the post-employment benefits other than pensions (OPEB) actuarial valuation, and the medical self-insurance plan claims incurred but not reported liability and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
13. Net position classification have been properly recorded and disclosed in the basic financial statements.
14. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, that is not disclosed in the financial statements.
15. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
16. We have informed you of all uncorrected misstatements. The uncorrected misstatements are included in the *Summary of Uncorrected Misstatements* attached as Appendix A.

Information Provided

17. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit;
 - c. Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence; and
 - d. Minutes of the meetings of the governing boards and committees or summaries of actions of recent meetings for which minutes have not yet been prepared.
18. All transactions have been recorded in the accounting records and are reflected in the financial statements.

19. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
20. We have no knowledge of allegations of fraud or suspected fraud affecting the County's and related component units' financial statements involving:
 - a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the financial statements.
21. We have no knowledge of any allegations of fraud or suspected fraud affecting the County's and related component units' financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
22. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects were considered when preparing financial statements.
23. We have disclosed to you all known actual or possible litigation and claims whose effects were considered when preparing the financial statements.
24. We have disclosed to you the identity of the County's related parties and all the related-party relationships and transactions of which we are aware.
25. We have informed you of all significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the County's ability to record, process, summarize, and report financial data.
26. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

Supplementary Information

27. With respect to supplementary information presented in relation to the financial statements as a whole:
 - a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP and with audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
 - c. Other than new requirements related to the Uniform Guidance, the methods of measurement or presentation have not changed from those used in the prior period.
 - d. There are no significant assumptions or interpretations regarding the measurement or presentation of such information.
 - e. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

28. With respect to the Management's Discussion and Analysis, the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual - General Fund, the Schedule of Funding Progress, the Schedules of Proportionate Share of the Net Pension Liabilities, and the Schedules of Contributions presented as required by the GASB to supplement the basic financial statements:
 - a. We acknowledge our responsibility for the presentation of such required supplementary information.
 - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
 - c. The methods of measurement of presentation have not changed from those used in prior periods, with the exception of the County's and related component units' covered payroll amount, as reported in the Schedules of Proportionate Share of the Net Pension Liabilities and in the Schedules of Contributions. This change occurred due to the implementation of GASB 82, which clarified the definition of the payroll amounts to be used in these disclosure. All prior year columns were modified to meet the standards of GASB 82.
 - d. There are no significant assumptions or interpretations regarding the measurement or presentation of such information.
29. We represent that as of the date of this letter, the financial statements were complete in a form and format that complied with U.S. GAAP, and all approvals necessary for issuance of the financial statements had been obtained.
30. We are responsible for and have reviewed and approved the proposed adjustments to the trial balance identified during the audit, which are included in the *Summary of Recorded Audit Adjustments* and will post all adjustments accordingly. These adjustments are attached as Appendix B.
31. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Compliance Considerations

In connection with your audit, conducted in accordance with *Government Auditing Standards*, we confirm that management:

32. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.
33. Is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the auditee.
34. Has identified and disclosed to the auditor that there were no instances that have occurred, or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, or other instances that warrant the attention of those charged with governance.
35. Has identified and disclosed to the auditor that there were no instances that have occurred, or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts.

36. Has identified and disclosed to the auditor that there were no instances that have occurred, or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements.
37. Is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
38. Acknowledges its responsibility for the design, implementation, and maintenance of internal controls to prevent and detect fraud.
39. Has a process to track the status of audit findings and recommendations.
40. Has identified for the auditor all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
41. Has provided views on the auditor's reported findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report.
42. Acknowledges its responsibilities as it relates to non-audit services performed by the auditor, including a statement that it assumes all management responsibilities; that it oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; that it evaluates the adequacy and results of the services performed; and that it accepts responsibility for the results of the services.

In connection with your audit of Federal awards conducted in accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Corporations*, as applicable, we confirm:

43. Management is responsible for complying, and has complied, with the requirements of the Uniform Guidance and Circular A-133, as applicable.
44. Management is responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its Federal programs.
45. Management is responsible for establishing and maintaining, and has established and maintained, effective internal control over compliance for Federal programs that provides reasonable assurance that the auditee is managing Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on its Federal programs.
46. Management has prepared the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance and has included expenditures made during the period being audited for all awards provided by Federal agencies in the form of grants, Federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
47. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance and Circular A-133, as applicable, compliance audit.
48. Management has identified and disclosed to the auditor the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.

49. Management has made available all Federal awards (including amendments, if any) and any other correspondence relevant to Federal programs and related activities that have taken place with Federal agencies or pass-through entities.
50. Management has identified and disclosed to the auditor that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of Federal awards.
51. Management believes that the County has complied with the direct and material compliance requirements.
52. Management has made available all documentation related to compliance with the direct and material compliance requirements, including information related to Federal program financial reports and claims for advances and reimbursements.
53. Management has provided to the auditor its interpretations of any compliance requirements that are subject to varying interpretations.
54. Management has disclosed to the auditor that there were no communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
55. Management has disclosed to the auditor all findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
56. Management has received no information on the status of the follow-up on prior audit findings by Federal awarding agencies and pass-through entities, including all management decisions.
57. Management is not aware of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period, if any.
58. Management is not aware of any known noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report.
59. Management is not aware of any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, that have occurred subsequent to the period covered by the auditor's report.
60. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
61. The copies of Federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to the Federal agency or pass-through entity, as applicable.
62. Management has monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
63. Management has considered the results of subrecipient monitoring and audits and has made any necessary adjustments to the County's own books and records.

64. Management has charged costs to Federal awards in accordance with applicable cost principles and the Uniform Guidance and Circular A-133, as applicable.
65. Management is responsible for, and has accurately prepared, the Summary Schedule of Prior Audit Findings to include all findings required to be included by the Uniform Guidance.
66. The reporting package does not contain protected personally identifiable information.
67. Management has accurately completed the appropriate sections of the data collection form.
68. Management has elected to treat the Payments In Lieu of Taxes (PILT) program as a Federal grant program subject to the requirements of the Uniform Guidance.

SWEETWATER COUNTY, WYOMING

Wally Johnson
County Commissioners' Board Chair

Robb Slaughter
County Treasurer

Dale Davis
County Clerk

Bonnie Berry
Accounting Manager

Krisena Marchal
Grants Manager

Barbara Kendall
Library System

Robert Perry
Events Complex

Chris Bradford
Recreation Board

Jean Brunz
District Board of Health

Melissa Wray-Marchetti
Southwest Counseling Services

Brie Blasi
Museum Board

APPENDIX A

SWEETWATER COUNTY, WYOMING

**Summary of Uncorrected Misstatements
As of and For the Year Ended June 30, 2016**

Management believes that the effects of the uncorrected misstatements aggregated by you and summarized below are immaterial, both individually and in the aggregate to the opinion units of the basic financial statements. For purposes of this representation, we consider items to be material, regardless of their size, if they involve the misstatement or omission of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Description	Effect - Debit (Credit)				
	Assets	Liabilities	Opening Equity	Revenue	Expenses
GOVERNMENT WIDE STATEMENTS - AGGREGATELY DISCRETELY PRESENTED COMPONENT UNITS					
<i>Carryover Impact from Previous Years:</i>					
Southwest Counseling Services:					
To capitalize fixed assets erroneously expensed in fiscal year 2007; also to recognize depreciation expense for these assets (20-year life, original cost of \$87,178)					
	\$ 47,947	\$ -	\$ (52,306)	\$ -	\$ 4,359
 <i>Current Year Misstatements:</i>					
<i>Known Error:</i>					
Events Complex and Library System:					
Voluntary separation commitment for employees accepting early retirement offer effective in fiscal year 2017					
	-	(32,562)	-	-	32,562
	\$ 47,947	\$ (32,562)	\$ (52,306)	\$ -	\$ 36,921

Continued

Description	Effect - Debit (Credit)				
	Assets	Liabilities	Opening Equity	Revenue	Expenses
GENERAL FUND					
<i>Carryover Impact from Previous Years:</i>					
Projection of errors in accounts payable balance that should have been accrued and expensed in fiscal year 2015	\$ -	\$ -	\$ 81,528	\$ -	\$ (81,528)
<i>Current Year Misstatements:</i>					
<i>Projected Error:</i>					
Projection of errors in accounts payable balance that should have been accrued and expensed in fiscal year 2017	-	156,915	-	-	(156,915)
<i>Known Error:</i>					
To record interest revenue receivable on delinquent taxes as of June 30, 2016	82,016	-	-	(82,016)	-
Voluntary separation commitment for employees accepting early retirement offer effective in fiscal year 2017	-	(68,056)	-	-	68,056
	<u>\$ 82,016</u>	<u>\$ 88,859</u>	<u>\$ 81,528</u>	<u>\$ (82,016)</u>	<u>\$ (170,387)</u>
REMAINING FUNDS					
<i>Carryover Impact from Previous Years:</i>					
Insurance Fund: To adjust the accounts payable balance for stop/loss agreement value for June 30, 2015	\$ -	\$ -	\$ (36,717)	\$ -	\$ 36,217

APPENDIX B

**SWEETWATER COUNTY, WYOMING
Summary of Recorded Audit Adjustments
June 30, 2016**

Account Number	Name	Debit	Credit
Adjusting Journal Entry #1			
To record stop-loss for the self-funded insurance plan at year-end.			
510-00-00-111500 IS01	INSURANCE-ACCOUNTS RECEIVABLE	\$ 299,251	
510-00-00-0000-426800 IS01	INSURANCE-INSURANCE CLAIMS EXP		299,251
		<u>\$ 299,251</u>	<u>\$ 299,251</u>