

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Tuesday, January 16, 2018 5:30 p.m. Natrona County Courthouse, 200 North Center, Casper, Wyoming 2nd Floor, District Courtroom #1 Paul Bertoglio, Commissioner Forrest Chadwick, Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner John H. Lawson, Commissioner

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF CONSENT AGENDA
- V. PUBLIC COMMENTS
- VI. COMMISSIONER COMMENTS
- VII. ADJOURNMENT



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Paul Bertoglio, Commissioner Forrest Chadwick, Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner John H. Lawson, Commissioner

CONSENT AGENDA

Tuesday, January 16, 2018 5:30 p.m. Natrona County Courthouse, 200 North Center Street, Casper, Wyoming 2nd Floor, District Courtroom #2

- I. APPROVAL OF JANUARY 2, 2018 MEETING MINUTES
- II. APPROVAL OF BILLS \$3,179,703.60

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Alcova Reservoir Trailer Lot Lease – Daniel Ray Casebolt, Josephine M. Depaolo Casebolt, Jason Casebolt, Jamie Galles

IV. BOARD APPOINTMENTS

- A. Tiffany Gamble-Appointment to the NC Travel & Tourism Council (term ending 6-30-2020)
- B. Eric Nelson as Board Member to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- C. Eric Nelson as Board Member to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board
- D. Charmaine Reed as Risk Manager to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- E. Eric Nelson as Risk Manager to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board
- F. Lesa Brown, alternate to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- G. Lesa Brown, as alternate to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board

VI. STATEMENT OF EARNINGS

Mtn/Parks	000 000 00
-	\$20,329.00
Lake	\$9,251.51
Planning	\$13,356.78
R&B	\$217.61
Cooperative Extension	\$185.00
County Clerk	\$79,084.40
TOTALING	\$122,424.30

VII. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$16,203.01: POSH CONSIGNMENT BOUTIQUE

LLC=\$26.90;ENGLEMAN,RON=\$593.09;SUSAN L&GARY L BERCHENBRITER=\$103.74;LINLOG LLC=\$84.41;YORK,JULIE A=\$46.44;YORK,JULIE A=\$194.50;MILLAY,RICHARD

E=\$285.29;CANTWELL,CHARLES=\$99.26;2016

LONG,LANCE=\$239.66;LONG,LANCE=\$239.66;RONALD E WRIGHT LIVING TRUST=\$59.40;PLATTE VALLEY BANK=\$3504.18;GRAHAM BROWN CO LLC=\$219.54;COUGHLIN,TIMOTHY

L=\$241.82;ANADARKO E&P ONSHORE LLC=\$3908.36;GRIFFITHS OIL

LLC=\$1313.20;JOHNSON,JOSEPH D=\$1894.21;2014 WING,BRIAN J=\$250.92;2015 WING,BRIAN J=\$1544.23;2016 WING,BRIAN J=\$1354.20;

BOARD OF COUNTY COMMISSIONERS MINUTES OF PROCEEDINGS January 2, 2018

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman John Lawson. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner Forrest Chadwick, Commissioner Paul Bertoglio, County Interim County Attorney Charmaine Reed, and County Clerk Renea Vitto.

Chairman Lawson opened the floor for nominations for the election of Chairman and Vice-chairman. Commissioner Hendry moved to leave leadership the same. Commissioner Bertgolio seconded the motion. Motion carried.

Consent Agenda:

Commissioner Hendry moved for approval of the Consent Agenda. Commissioner Bertoglio seconded the motion. Motion carried.

Public Hearings:

CUP17-9

Jason Gutierrez, Development, reported this is a request by Missouri Basin Well Services, Inc. (MBI) for a Conditional Use Permit to allow storage of explosives. The address is 1088 N. Robertson Road with the legal description being Lot 2A of the Zero Road Industrial Park.

Chairman Lawson opened up the public hearing.

Speaking in favor: Patrick Thomas, representing MBI

Speaking in opposition: none

Hearing no further comments, Chairman Lawson closed the public hearing.

Commissioner Chadwick moved for approval incorporating staff's proposed findings of facts. Commissioner Hendry seconded the motion. Motion approved.

Public Comments:

Chairman Lawson opened the floor to Public Comments.

Hearing no comments the floor was closed.

Commissioner Comments:

Chairman Lawson opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at $5.50~\rm p.m.$

BOARD OF NATRONA COUNTY COMMISSIONERS

	John H. Lawson, Chairman
ATTEST:	
NATRONA COUNTY CLERK	
Renea Vitto	

12-24 CLUB	2,848.24	CINA & CINA FORENSIC CONSULTING, P.C.	1,175.00
ABC LEGAL SERVICES	765.00	CIRCUIT COURT OF THE SEVENTH	1,262.13
AFLAC PREMIUM HOLDINGS	6,724.59	CITY OF CASPER	66,466.88
AG DEPT	9,178.36	CLERK OF COURT/ADMIN	42,325.74
AIRGAS USA	216.92	CLERK OF DISTRICT COURT	5,329.94
ALCOHOL & DRUG TESTING	10,108.05	CLERK/ADMIN	61,724.54
ALL AREA PROCESS SERVICE	1,750.00	COCA-COLA BOTTLING CO	424.10
ALL OUT FIRE	235.00	COLONIAL LIFE & ACCIDENT INS	175.02
ALSCO	184.96	COMM/ADMIN	12,991.62
AMAZON CAPITAL SERVICES	1,898.22	COMM/COUNTY ATTORNEY	13,346.73
AMERICAN MEDICAL BROKERS	15,191.76	COMM/COUNTY DEVELOPMENT	32,708.55
AMERIGAS - 5221	4,621.10	COMM/MAINT.SALARIES	23,154.32
API SYSTEMS INTEGRATORS	383.54	COMMUNICATION TECHNOLOGIES	2,177.69
APPLIED CONCEPTS	98.00	COMMUNITY EDUCATION CENTERS	6,010.00
ASSESSOR	47,830.87	COMTRONIX	892.68
ATLAS OFFICE PRODUCTS	6,098.65	CORNERSTONE PROGRAMS CORP	139,050.00
AXIS FORENSIC TOXICOLOGY	790.00	CORONER	16,863.98
B & B RUBBER STAMP SHOP	120.75	COTTON, TIMOTHY C PC	
BAR NUNN, TOWN OF	44,538.75	COWBOY CHEMICAL	6,976.34
BENNETT, THOMAS L MD	7,446.28	DECKER AUTO GLASS	2,291.80
BI INC	42.00	DESERT MOUNTAIN CORP	1,612.31
BIG D OIL	439.04		10,938.09
BLACK HILLS ENERGY	14,530.78	DEWITT WATER SYSTEMS & SERVICE	245.50
BLAKEMAN PROPANE	487.25	DIAMOND VOGEL PAINT CENTER- CASPER	126.11
BROWN, JACQUELINE K	5,325.98	DISTAD, ERIC A	1,950.00
BUSINESS IMAGING SYSTEMS	30,002.40	DLT SOLUTIONS	180.52
CA STATE DISBURSEMENT	378.00	DMC WEAR PARTS	3,496.08
CALL2TEST	102.34	DOOLEY OIL/CASPER	33,164.36
CAPITAL BUSINESS SYSTEMS	3,528.45	DRUG COURT	22,583.15
CASPER AREA CHAMBER COMMERCE	75.00	DRUG TESTING SVCS NC	555.00
CASPER BUICK GMC CADILLAC	60.41	EAGLE UNIFORM & SUPPLY CO	272.55
CASPER CONTRACTOR'S SUPPLY	51.84	ECLIPSE AUTO WINDOW TINTING	215.00
CASPER FIRE EXTINGUISHER	238.77	ELECTRIC SERVICE CO	1,348.99
CASPER MEDICAL IMAGING PC	4,442.01	EMBLEM ENTERPRISES	615.69
CASPER- NC HEALTH	49,070.00	EMERGENCY MEDICAL PHYSICIANS	7,524.00
CASPER ORTHOPAEDIC ASSOCIATES	4,095.44	ENTENMANN-ROVIN CO	107.00
CASPER STAR TRIBUNE/CASPER	2,076.84	EXTENDATA	1,803.70
CASPER TIRE	678.05	EXTREME TRUCK OUTFITTERS	80.00
CASTEEL II, ROBERT S	5,300.00	FASTENAL COMPANY	109.01
CENTRAL TRUCK & DIESEL/CASPER	573.19	FEDERAL EXPRESS CORP/PALATINE	34.17
CENTRAL WY FAIR AND RODEO	50,435.00	FIRST CALL COMMUNICATIONS	118.50
CENTRAL WY UROLOGICAL	•	FIRST INTERSTATE BANK	8,574.22
ASSOCIATES PC	129.00	FLEETPRIDE	328.22
CENTURY LINK-MONROE	10,172.94	FLEXSHARE BENEFITS	185.00
CENTURYLINK BUSINESS SERVICES	970.63	FOOD SERVICES OF AMERICA	8,519.63
CENTURYLINK/SEATTLE	4,533.22	FREMONT MOTOR CASPER	41,404.00
CHARTER COMMUNICATIONS	1 526 69	GENEVA WOODS LTC & MEDSET	712.52
CHILD SUPPORT ENFORC	1,536.68	GEOTEC INDUSTRIAL SUPPLY	157.00
	51,451.01		

GRAINGER	4,755.12	PACIFIC STEEL & RECYCLING	329.81
GREENUP, JENNIFER LYNN	10,000.00	PARK STREET LAW OFFICE	153.00
GUTIERREZ, JASON	90.00	PIZZA HUT	47.71
GW MECHANICAL INC	19,257.98	PLANSOURCE NGE	1,006.00
HALL, SHERRY DIANNE DBA: DJ'S	167.50	POSTMASTER/MILLS	345.00
HARBOR FREIGHT TOOLS	221.94	POWDER RIVER SHREDDERS	2,785.00
HARDEN, CHAD E	5,300.00	PROCESS SERVICE OF WYO	5,495.00
HEALTHSMART BENEFIT SOLUTIONS	768.00	PROFORCE LAW ENFORCEMENT	186.44
HENSLEY BATTERY	793.96	QUALITY OFFICE SOLUTIONS	19.98
HIGH PLAINS POWER	867.67	R&B/ADMIN	66,859.82
HONDA OF CASPER	36.76	R&B/LAKE	5,003.00
HOSE & RUBBER SUPPLY	16.22	R&B/PARKS DEPT	14,660.33
HUB INTERNATIONAL INS	50.00	R&B/VEHICLE SERVICE	15,096.81
ICMA RETIREMENT TRUST-457	1,230.00	REDWOOD TOXICOLOGY	60.00
IMPERIAL SUPPLIES	250.81	LABORATORY REYNOLDS, WAYNE	
INFOR TECH	37,872.27	RICOH USA	24.20
INLAND TRUCK PARTS CO	82.50		2,305.59
INSIGHT PUBLIC SECTOR	9,254.50	ROCHELLE LAW OFFICES PC	1,861.47
INTERNATIONAL CODE COUNCIL	1,677.42	ROCKY MOUNTAIN INFECTIOUS DISEASES PC	676.00
ISC INC, DBA VENTURE	29,438.45	ROCKY MOUNTAIN POWER	33,983.52
TECHNOLOGIES J & M CHIP REPAIR LLC	150.00	RT COMMUNICATIONS	79.41
JACK'S TRUCK & EQUIPMENT		RYCARDEN	400.00
JH MECHANICAL LLC	15.74	SAFARILAND	340.00
	158.30	SAULSBURY, TAMMY	10.56
JOHNSON CONTROLS, INC/DALLAS.	1,558.64	SERVPRO OF CASPER	8,212.65
KIMBALL MIDWEST	601.06	SHAMROCK FOODS CO	33,716.07
KNIFE RIVER	321.30	SHERIFF/ADMIN	267,490.80
LARIAT INTERNATIONAL TRUCKS	44.09	SHERIFF/COURTHOUSE SECURITY	54,929.61
LIFETIME HEALTH & FITNESS	1,196.30	SHERIFF/EMERG MANAG	10,568.00
MACKLER, RICHARD	38.95	SHERIFF/NEW JAIL	412,714.11
MCMURRY READY MIX	17,714.58	SHOWTIME INDUSTRIES	2,148.00
MEECO-SULLIVAN	247.22	SINCLAIR FLEET TRACK	480.17
MERBACK AWARD CO	54.70	SOURCE OFFICE & TECHNOLOGY	1,623.28
MERCER FAMILY RESOURCE CENTER	12,067.14	SPENCER, JESSICA	130.00
MIDWEST HOSE & SPECIALTY	•	STEPHENS - PECK	270.00
MIDWEST MEDICAL SUPPLY	76.97	STERLING INFOSYSTEMS/STERLING	706.05
MTN STATES LITHOGRAPHING	1,468.31	TALENT SOLUTIONS STEWART & STEVENSON/DALLAS	1,990.47
	2,225.40	STOTZ EQUIPMENT	<u>-</u>
MY EDUCATIONAL RESOURCES	456.00	SUMMIT ELECTRIC	578.55
NAPA AUTO PARTS	407.78	SUTHERLANDS	3,623.75
NC EMPLOYEE		THOMSON REUTERS - WEST	874.44
NC IMPREST ACCOUNT S/O	300,970.94 2,213.91		630.91
NC TREASURER	351,643.77	TITAN MACHINERY	289.73
NEWCOMER FUNERAL HOME &	1,000.00	TLC CLEANING	23,500.00
CREMATORY NORCO	•	TREASURER TWO WAY BADIO SERVICES	45,641.00
	1,730.98	TWO WAY RADIO SERVICES	370.00
ORACLE AMERICA	3,489.24	ULINE	1,342.16
ORCHARD TRUST CO	8,595.47	UNITED WAY OF CASPER	183.62
OUTPATIENT RADIOLOGY	2,518.01	UNIVERSITY OF WY/COLL OF AG BUS.	14,719.00

VALIC	75.00	WY DEPT OF ENVIRONMENTAL	800.00
VERIZON WIRELESS/DALLAS	6,524.97	QUALITY WY DEPT OF WORKFORCE SERVICES	25 272 52
VIEWPOINT GOVERNMENT SOLUTIONS	10,080.00	WY CARDIOPULMONARY	37,963.20 113.00
VOYA FINANCIAL	1,071.73	WY CHILD SUPPORT STATE DISBURSEMENT UNIT	1,010.00
WAL-MART COMMUNITY	250.00	WY MACHINERY CO	10,859.33
WARWS	230,00	WY ORAL &	4,610.00
WASTE CONNECTIONS OF WY	425.00	WY OTOLARYNGOLOGY PC	584.00
WEAR PARTS	208.32	WY RENTS	3,968.11
	152.45	WY RETIREMENT SYSTEM	210,354.37
WESTERN STATES FIRE PROTECTION	564.00	WY STEEL RECYCLING IRON &	316.25
WESTERN WY LOCK & SAFE	57.50	WY SURGICAL ASSOC PC	252.00
WHITE'S MOUNTAIN MOTORS	24.70	WY TAXPAYERS ASSOC	195.00
WILLOUGHBY, PHILLIP T.	7,750.00	YOUTH CRISIS CENTER	5,024.09
WIMACTEL	140.00		
WLC ENGINEERING	15,180.02		3,179,703.60
WOOD, CINDY ATTNY AT LAW	5,530.95		



Alcova Reservoir Trailer Lot Lease

Rev. October 6, 2016

1. <u>Parties.</u> The parties to this contract are Natrona County ("County") and the following Lessee(s). The parties' respective contact information is:

Department Director Natrona County Parks P.O. Box 848 Mills, WY 82644 307-235-9325

Jane Doe
John Doe

Lot #

2. Recitations.

- A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir¹, Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").
- B. This Lease is contingent upon the Management Agreement remaining in effect.
- C. This Lease is subordinate to the Management Agreement.
- D. The Management Agreement includes *Exhibit I* which is a site plan of the "Alcova Lake Trailer Park" (the "Site Plan") which identifies lots in the Alcova Lake Trailer Park (the "Trailer Park").
- E. Pursuant to the Management Agreement, Natrona County has authority to issue limited use authorizations in accordance with 43 CFR 429.5.²
 - Limited use authorization does not convey ownership or other interest in the Federal real property.
 - Limited use authorization shall be for a specified period.
 - iii. Limited use authorization shall not provide an automatic right of renewal.
 - iv. Limited use authorization is fully revocable at the discretion of Reclamation.
 - v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.

¹ The Management Agreement uses both "reservoir" and "lake" to refer to the same Alcova body of water.
² Management Agreement ¶ 19(i).

- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
 - i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
- G. Title 43 of the Code of Federal Regulations, Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
- H. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Lot, pending a greater public use as determined by Reclamation.
- 3. <u>Purpose of Lease</u>. The purpose of this Lease is for County to lease a lot in the Trailer Park to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
- Effective Date and Term of Lease. This Lease becomes effective upon the date of the last required signature. The term of this Lease is <u>May 15, 2016 to May 18, 2021</u>, inclusive. Following are the Lease years:
 - A. First Lease year May 15, 2016 through May 18, 2017
 - B. Second Lease year May 19, 2017 through May 18, 2018
 - C. Third Lease year May 19, 2018 through May 18, 2019
 - D. Fourth Lease year May 19, 2019 through May 18, 2020
 - E. Fifth Lease year May 19, 2020 through May 18, 2021
- Seasonal Operation Period. April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including the lots in the Trailer Park. The trailer site shall not be the principal place of residence for the Lessee.

6. County's Obligation(s).

- A. County leases the Lot in the Trailer Park as is to Lessee.
- B. County will provide water and sewer to the Lot and dumpsters to the area shown on the Site Plan (the "Services") during the Seasonal Operation Period.
- 7. <u>Lessee's Obligation(s).</u> In exchange for County leasing the Lot to Lessee and providing Services:

A. PAYMENT of FEES.

- Lessee shall pay the following fees:
 - a. Rent. For the first Lease year, \$2450.00 for annual rent.
 - b. <u>Services</u>. For the first Lease year, **\$100** for the Services. If the actual cost of the Services exceeds \$100, Lessee shall pay the additional cost of Services within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.
- ii. For the first Lease year, Lessee shall pay the fees for rent and services promptly upon notification of payment due. Each year thereafter, Lessee shall pay the annual rent and service fees no later than May 19th of that Lease year.
- iii. All fees are nonrefundable.
- iv. County will annually adjust the rent fee based on the Wyoming Cost of Living Index published by the Economic Analysis Division of the State of Wyoming.
- B. MAINTAIN LIABILITY INSURANCE. During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Site in a minimum amount of \$100,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request.
- C. <u>ALLOW ACCESS</u>. County and Reclamation and their respective agent(s) shall have at all times and places to have full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.

D. PROHIBITED. Lessee shall not:

- i. Change the use of the Lot;
- Commit or allow anyone else to commit waste on the Lot;
- iii. Conduct a commercial enterprise on the premises:
- Create or allow anyone else to create a nuisance on the Lot;
- Commit or allow anyone else to commit, any act whereby persons may be endangered or injured by use of the reservoir area.

- vi. Keep more than one mobile home or trailer or camper or similar structure on the Lot;
- vii. Store any personal property other than a boat and trailer that are less than 24 feet long on the Lot from October 16th through April 14th;
- vill. Construct any improvement on the Lot, including, but not limited to a fence, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
- ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;
- x. Violate any County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
- xl. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
- xil. Leave or burn any refuse;
- xiii. Dispose of sewage except in accordance with federal, state, and local laws;
- xiv. Cut or take timber from any area covered by the Management Agreement; or
- xv. Build or place any improvements outside of the lot lease.
- xvi. Allow sleeping accommodations outside of the permitted structure on the lot.

E. REQUIRED. Lessee shall:

- Provide and maintain any service facilities on the Lot in a manner acceptable to County and shall be responsible for any and all damage to utility hookups;
- Promptly clean up after Lessee's dog(s);
- ii. Store all refuse in a tidy manner that prevents the refuse from being blown away; and
- iii. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:
 - a. Proposals for substantial lot improvements to Reclamation.
 - b. All proposals and his/her recommendations on the proposed improvements to the Natrona County Development Department.

F. USE.

- The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.
- The Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16th through April 14th.
- iii. Lessee shall not use the sewage facilities on the Lot or any other Alcova Reservoir facility from October 16th through April 14th.
- G. <u>OTHER SERVICES</u>. If Lessee wants any service not specified in this Lease (nonexclusive examples include – water well, septic system, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.
- 8. <u>Lease Transfer, Extension, Renewal and Termination</u>. There shall be no assignment or transfer of this Lease. All leases shall be issued only by the County. Neither party has a right of extension or renewal of this Lease. Leases shall be issued to those parties that were successfully drawn from the lottery list. The County maintains a lottery list for Trailer Lot Leases that is renewed on February 1st of each year. If Lessee wants to terminate this Lease, s/he must follow the published Lottery Process.

9. General Provisions.

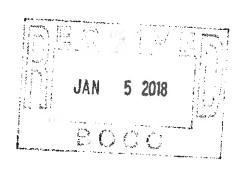
- A. <u>Amendments</u>. Any changes to this Lease shall be in writing signed and dated by all parties.
- B. <u>Collateral.</u> No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.
- C. <u>Waiver</u>. If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- D. <u>Breach.</u> If Lessee falls to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty (30) days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such breach or default is not corrected within 30 days, County may at its discretion:
 - i. terminate this Lease, and/or
 - ii. demand specific performance in accordance with this Lease, and/or
 - iii. pursue any other remedy allowed by law.
- E. <u>Termination</u>. County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all reasonable costs, County's attorneys' fees and expenses associated with enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Lot.

- F. <u>Notices</u>. A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. <u>Applicable Law and Venue</u>. The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- Governmental Immunity. The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- Compliance with Laws. Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future.
- K. <u>Third-Party Beneficiary</u>. The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification**. Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. Force Majeure. The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. <u>Time.</u> Time is of the essence in performance of this Lease.
- O. <u>Titles for Reference</u>. Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- P. <u>Entire Lease</u>. This document consisting of <u>7 pages</u> contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. <u>Severability</u>. If any portion of this Lease Is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

By signing Lessee(s) affirms that he/she/they are owners of the Trailer/RV and acknowledge that only an owner may lease the property.

NATRONA COUNTY		*JANE DOE*	
Chair, Board of County Commissioners	Date	Lessee	Date
ATTEST:		*JOHN DOE*	
County Clerk	Date	Lessee	Date
Approved as to form County Legal Department		All correspondence shall be se following mailing address:	ent to the
		Address	
		City, ST Zip	
		Phone(s)	

	ALCOVA RESERVOIR TRAILER LOT LEASE
	LEASEE'S NAME:
	Casebolt, Daniel Ray
İ	Casebolt, Josephine M. Depaolo
	Casebolt, Jason
#106	Galles, Jamie





NATRONA COUNTY COMMISSIONERS 200 N. CENTER ST., RM. 115 CASPER, WY 82601 PHONE (307) 235-9202 FAX (307) 235-9486

Paul C. Bertoglio Forrest Chadwick Robert L. Hendry Matt Keating John H. Lawson

January 16, 2018

Tiffany Gamble 1331 Morado Drive Casper, WY 82609

RE: NATRONA COUNTY TRAVEL & TOURSIM COUNCIL

Dear MS. Gamble,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Travel & Tourism Council. The Commissioners have appointed you to fill the unexpired termending June 30, 2020. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

John Lawson, Chairman Board of Natrona County Commissioners

JL/mlm

cc: Brook Kaufman



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January 17, 2018

Joe Constantino Wyoming Association of Risk Management P.O. Box 427 Cheyenne, WY 82003

Re: Natrona County Appointments to WARM Boards

Dear Joe,

At the January 16, 2018 regular meeting, the Board of County Commissioners approved the following appointments to be effective immediately:

- Eric Nelson as Board Member to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- Eric Nelson as Board Member to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board
- Charmaine Reed as Risk Manager to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- Eric Nelson as Risk Manager to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board
- Lesa Brown, alternate to the Wyoming Association of Risk Management Property Insurance Joint Powers Board
- Lesa Brown, as alternate to the Wyoming Association of Risk Management Liability Insurance Joint Powers Board

Sincerely,

John H. Lawson, Chair Board of County Commissioners