



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Steven Freel, Commissioner
Dallas Laird, Commissioner
Jim Milne, Commissioner
Peter Nicolaysen, Commissioner
Dave North, Commissioner

Tuesday, February 21, 2023 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. SERVICE AWARDS FOR 2022

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARING

RETAIL LIQUOR LICENSES

1. ALCOVA RESORT LLC, dba ALCOVA LAKESIDE MARINA
2. C. C. COWBOYS, INC. dba RACKS
3. THE SHOE, INC. dba THE HORSESHOE BAR
4. HENDERSON IRREVOCABLE TRUST dba LAZY 8
5. NORTHERN DREAMS
6. ON THE ROCKS, INC dba SUNSET BAR & GRILL
7. C. LEANN MOSES dba MOUNTAIN HOME
8. GREY REEF OUTFITTERS INC, dba NORTH PLATTE LODGE
9. TROPHY TROUT OUTFITTERS dba REEF FLY SHOP/THE RUSTY SCUD (package only)
10. TROUT ON INN, LLC dba TROUT ON INN LODGE & COBINS BY THE RIVER

LIMITED RETAIL LIQUOR LICENSE

1. CASPER BOAT CLUB
2. CASPER COUNTRY CLUB

RETAIL COUNTY MALT BEVERAGE PERMITS

1. BLACK OPS, LLC dba SLOANE'S GENERAL STORE
2. PATHFINDER BOAT & FISHING CLUB
3. NATRONA COUNTY FAIR ASSOCIATION dba CENTRAL WYOMING FAIR & RODEO

AIRPORT RETAIL LIQUOR LICENSE PURSUANT TO W.S. 12-4-201

1. BOARD OF TRUSTEES CASPER NC INTERNATIONAL AIRPORT

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT

Agendas are subject to amendments

****SERVICE AWARDS****
(Through December 31, 2022)

SCHEDULED PRESENTATION:
February 21, 2023

<u>5 YEARS SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Doug Beran	Airport	11/10/2017
Braden Praska	Airport	5/23/2017
Trey Warne	Airport	6/26/2017
Christopher L. Daniels III	Fair	5/17/2017
Debbie J. Siedschlag	Fair	2/10/2017
Dylan Lewallen	Maintenance	12/4/2017
Brett Johnson	CSE	8/14/2017
Dennis Good	R&B	8/15/2017
Brett Brown	Sheriff	11/6/2017
Dexter Bryant	Sheriff	11/6/2017
Tyler Enders	Sheriff	2/1/2017
Bryan Maxwell	Sheriff	2/1/2007
Stacia Hill	Sheriff	5/15/2017
Teresa Archuleta	Sheriff	12/7/2017
<u>10 YEARS SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Chelsie Troutman	Library	5/9/2012
Cynthia Rissler	Clerk	1/17/2012
Stephanie Praska	Airport	10/16/2012
Conan Warren	Airport	1/6/2012
Lori Hall	Development	6/11/2012
Andrew Delgadillo	Sheriff	9/10/2012
Ryan Sheets	Sheriff	8/24/2012
Leslie Archer	Sheriff	5/7/2012
Jared Grill	Sheriff	5/7/2012
Amanda Parker	Sheriff	2/15/2012
Lisette Parks	Sheriff	9/17/2012
Heather Gray	IT	9/4/2012
<u>15 YEARS SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Michelle Mochen	District Court	7/2/2007
Peggy Johnson	Development/Building	5/23/2007
Kenneth Jividen	Sheriff	1/15/2007
Jason Lutz	Sheriff	10/1/2007
Douglas Schumacker	Sheriff	1/22/2007
Tyler Hoffman	Sheriff	10/15/2007

Rosalinda Jimenez	Treasurer	10/8/2007
Newly Lemons	Sheriff	5/13/2007
<u>20 YEARS</u> <u>SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Doreen Ramirez	Sheriff	2/1/1992
David Mowry	Sheriff	11/15/2002
Twyla Gaylord	Library	11/6/2002
William Arnold	Sheriff	12/1/2002
Joseph Wistisen	Sheriff	2/13/2002
Dan Kittinger	Airport	1/15/2002
<u>25 YEARS</u> <u>SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Jason Clark	R&B	11/1/1997
Roger Means	Sheriff	3/9/1997
Robert Nelson	Sheriff	7/7/1997
Jennifer Hubenthal	Sheriff	1/17/1997
<u>35 YEARS</u> <u>SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Greta Lehnerz	Library	10/26/1987
<u>45 YEARS</u> <u>SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Dawn Sabec	Clerk	1/12/1977
Ernadene Nichols	Sheriff	8/1/1977



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Steven Freel, Commissioner
Dallas Laird, Commissioner
Jim Milne, Commissioner
Peter Nicolaysen, Commissioner
Dave North, Commissioner

CONSENT AGENDA

Tuesday, February 21, 2023 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom

I. APPROVAL OF FEBRUARY 7, 2022 MEETING MINUTES

II. APPROVAL OF BILLS \$3,099,216.13

III. CONTRACTS, AGREEMENTS, RESOLUTIONS:

- A. Engagement Letter-Mountains Valuations
- B. NC Contract for Alcova Bathhouse Roof Replacement-Dave Loden Construction, Inc.
- C. MOU to Transfer Property-Corner of 12th Street and Conwell Street (Health Department)

IV. BOCC BOARD APPOINTMENTS (1/2023 – 12/2024)

Amended: 2-21-2023

- A. WCCA BOD: Jim Milne
- B. Fire Control Board/Fire Fighters of NC: Dave North
- C. Hall of Justice JPB: Dave North & Dallas Laird
- D. Detention Center JPB: Dave North & Dallas Laird
- E. ARAJPB: Steven Freel
- F. Regional Water System JPB: Dave North
- G. NC Parks Board- Dave North
- H. 201 Management Oversight Committee (Amendment #3 Construction, Operation & Cost Allocation for Regional Water System): Mike Haigler
- I. Advanced Casper (CAEDA): Jim Milne
- J. Memorial Hospital BOT: Dallas Laird
- K. Central WY Fairgrounds: Jim Milne
- L. Economic Development JPB: Jim Milne & Dave North
- M. NC School Recreation Board: Jim Milne
- N. Juvenile Planning JPB: Dallas Laird
- O. CNFR: Steve Freel
- P. NC International Airport BOT: Peter Nicolaysen
- Q. Health Board: Peter Nicolaysen
- R. Metropolitan Planning Organization Policy: Peter Nicolaysen
- S. NC Public Library BOT: Peter Nicolaysen
- T. PSCC: Dave North
- U. Infoshare: Dallas Laird
- V. GIS: Steven Freel
- W. Metro Oversight Committee: Steven Freel
- X. Community Action Partnership of Natrona County: Dallas Laird
- Y. Courthouse Security Committee: Dallas Laird

V. STATEMENT OF EARNINGS: Clerk of Court \$75,088.85, Development \$38,941.04, R&B Sale of County Property \$210.00

VI. TAXROLL CORRECTION 2022: RATCLIFFE, KARLEEN A (214.81); GIESKE, JASON (55.60);B3T LLC 594.78;B3T LLC 1,355.96; STEPLOCK, HARRY A 80.33; STEPLOCK, HARRY A 40.45;FISHER, LEROY (188.93); JOHNSON, CHARLES W (38.18)

Agendas are subject to amendments

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
February 7, 2023**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Steven Freel. Those in attendance were Commissioner Peter Nicolaysen, Commissioners Dave North, Commissioner Dallas Laird, Commissioner Jim Milne, Acting County Attorney Charmaine Reed, Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner North moved for approval of the Consent Agenda omitting item A. NC Contract for Alcova Bathhouse Roof Replacement – Dave Loden Construction, Inc. for further review. Commissioner Laird seconded the motion. Motion carried.

Public Hearings:

MS22-8 – A request by Columbia Parking LP for approval of a preliminary plat for the Sandhill Center, a major subdivision consisting of 3 lots on a parcel of approximately 20.57 acres in Light Industrial (LI) zoning district. Parcel legal description is PT N1/2 NE: 29-34-79 and is accessed off of Salt Creek Hwy. Parcel includes the following addresses 3019, 3029, 3033 Salt Creek Hwy.

Kristi Turner, Senior Planner gave a brief report.

Chairman Freel opened the public hearing.

Speaking in favor: none

Speaking in opposition: none

Hearing no comments. Chairman Freel closed the public hearing.

Commissioner North move to approve the Major Subdivision. Commissioner Milne seconded the motion. Motion carried.

ZC22-3 – Tabled from 1-3-23 - A request by Brandi Forgey and Scotty Legerski for a Zone Change from the Urban Agriculture (UA) zoning district to Light Industrial (LI) zoning district. The property is located off of Commerce Drive, 40 acres in the PTN/@Section 28, Township34 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is currently not addressed.

Commissioner Nicolaysen moved to removed item ZC22-3 from the table. Commissioner Milne seconded the motion. Motion carried.

Kristi Turner, Senior Planner gave a brief report.

Chairman Freel opened the public hearing.

Speaking in favor: Scotty Legerski (applicant) (Casper.)

Speaking in opposition: none

Hearing no comments. Chairman Freel closed the public hearing.

Commissioner Nicolaysen move to approve the Zone Change. Commissioner North seconded the motion. Motion carried.

Public Comments:

Chairman Freel opened the floor to public comments.

Rosmaring Czaban (Casper) and Judy Jones (Casper).

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Freel 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 Freel adjourned the meeting at 6:13 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Steven Freel, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good, County Clerk

Newspaper listing for Bills 2/1/2023 through 2/14/2023

129 vendors listed

Total: \$ 3,099,216.13

5150 TOURISM DEVELOPMENT \$12036.00	HOSE & RUBBER SUPPLY \$152.61
A&I / ST OF WY ENT TECH \$44.94	INCAPTION INC \$19495.31
ABC LEGAL SVCS \$623.00	INSTALLATION & SVC CO INC \$3963.00
ACTION GLASS \$400.00	INTERSTATE ALL BATTERY \$383.40
ACTIVE DATA SYS \$76.49	IT \$47658.02
AFLAC PREMIUM HOLDING \$3632.52	JACOBSEN, JODDEE \$468.15
AG DEPT \$12064.75	JESSEE, TAYLOR \$50.00
AIRGAS USA \$163.90	JIVIDEN, KEN \$61.41
ALCOHOL & DRUG TESTING \$1840.00	KIESTER, DARIN \$50.00
AMAZON CAPITAL SVCS \$91.18	KNIFE RIVER MATERIALS \$4230.60
AMBI MAIL & MARKETING \$21796.53	LEE ENTERPRISES ADVERTISING \$1996.45
AMUNDSEN ASSOCIATES \$18655.00	LIFETIME HEALTH & FITNESS \$417.20
ANIXTER \$285.34	MACKLER, RICHARD \$50.00
ASSESSOR \$67768.60	MAINES, MICHELLE \$100.00
ASSURED DATA PROTECTION \$6616.00	MERBACK AWARD CO \$37.00
ATLAS OFFICE PROD \$1176.82	MISSION SQUARE \$80.00
BENNETT, LOSINA \$150.00	MR R'S AUTO SALVAGE \$150.00
BLACK HILLS ENERGY \$6533.10	MTN STATES LITHOGRAPHING \$101.57
BLAKEMAN PROPANE \$1116.81	NAPA AUTO PARTS \$21.18
BROOKS, JOHN C. \$7600.00	NATIONWIDE \$78.00
CAPITAL BUSINESS SYS \$2178.65	NC PUBLIC LIBRARY \$785802.36
CAPITAL ONE \$47.49	NC TREASURER \$5100.00
CASPER MOUNTAIN BIATHLON CLUB \$22462.50	NETC MEAL TICKETS \$234.98
CASPER WINNELSON CO \$432.00	NICOLAYSEN, PETER \$252.83
CENTRAL WY HOME \$300.00	NORCO SEATTLE \$90.24
CENTURY LINK-CAROL STREAM \$4541.55	NORTHWEST CONTRACTORS SUPPLY INC \$359.50
CENTURYLINK \$4622.37	ORACLE AMERICA INC \$259.59
CITY OF CASPER \$145248.83	ORCHARD TRUST \$33063.53
CITY OF CASPER SOLID \$136.00	OVERHEAD DOOR CO \$364.10
CIVIL ENGINEERING PROFESSIONALS \$270.00	PLATTE PROPERTIES \$449.34
CLERK OF COURT/ADMIN \$61490.22	PROCESS SVC OF WY INC \$935.00
CLERK/ADMIN \$76535.40	PRONGHORN PROPANE \$1617.00
COCA-COLA BOTTLING CO \$100.25	R & B - LAKE \$7540.00
COLONIAL LIFE & ACCIDENT INS \$73.47	R & B/ADMIN \$82986.96
COMMISSION/ADMIN \$13750.01	R & B/PARKS DEPT \$27723.41
COMMISSION/COUNTY ATTORNEY \$28360.02	R & B/VEHICLE SVC \$19425.59
COMMISSION/COUNTY DEV \$38696.74	RAPID FIRE PROTECTION \$3640.00
COMMISSIONER/ HR \$8333.33	RECONNECT \$453.00
COMMISSIONERS/MAINT. SALARIES \$27440.91	RICOH USA INC \$825.73
COMMUNICATION TECHNOLOGIES INC \$3128.00	SECRETARY OF STATE \$120.00
CONVERGEONE INC \$4651.61	SHERIFF/ADMIN \$367350.30
CORNERSTONE PROGRAMS \$76.27	SHERIFF/COURTHOUSE SECURITY \$69871.93
CORONER \$24665.56	SHERIFF/EMERGENCY MNGT \$11738.01
COWBOY CHEMICAL \$388.60	SHERIFF/NEW JAIL \$474892.94
CSE \$50067.82	SOURCE OFFICE & TECHNOLOGY \$176.75
CY ACE HARDWARE \$18.57	SPRECHER ELECTRIC \$457.50
DK HAULING DBA VIKING CRANE \$80.00	STAPLES \$334.12
DLT SOLUTIONS INC \$627.20	SYNAPTEC SOFTWARE INC \$310.00
DOBY, HERBERT \$110.91	THE MASTER'S TOUCH \$576.84
DOOLEY OIL/CASPER \$26064.12	TLC CLEANING \$900.00
DRUG COURT \$18602.49	TRANSUNION RISK AND ALTERNATIVE \$100.80
EAGLE UNIFORM & SUPPLY CO \$249.90	TREASURER \$64484.90
FEDERAL EXPRESS \$36.15	UNITED WAY OF NC \$40.00
FERGUSON ENT #3007 \$249.88	UNIVERSITY OF WY/COLL OF AG BUS. \$10299.50
FLOYD'S TRUCK CENTER \$652.75	URDIALES, ERIC L. \$110.91
FORCE AMERICA DISTRIBUTING \$55.08	VERIZON \$3278.69
FORREST, SCOTT \$110.91	WASHINGTON NATIONAL INS \$1338.66
FREEL STEVE \$252.83	WEAR PARTS INC \$19.08
FREMONT MOTOR CASPER INC \$4325.46	WIMACTEL INC \$154.00
GOTO COMMUNICATIONS \$482.34	WIND RIVER COMMUNICATIONS \$1440.00
GW MECHANICAL INC \$340.00	WY ASSOC OF PERMIT TECHNICIANS \$50.00
HEALTHSMART BENEFIT SOL \$768.00	WY DEPT. OF WORKFORCE SVC \$14745.20
HITEK COMMUNICATIONS \$1500.00	WY RETIREMENT SYS \$285239.12
HOBART SALES & SVC \$499.13	WYDOT-FINANCIAL SVCS \$209.92
HOMAX OIL SALES INC \$4615.60	



MOUNTAINWEST VALUATIONS

DATE OF AGREEMENT: February 17, 2023

PARTIES TO AGREEMENT:

Client:

Natrona County
Attn: Charmaine Reed
200 N Center Street, Ste 300
Casper, Wyoming 82601

Appraiser:

Deborah A. Clark, MAI
Certified General Appraiser
MountainWest Valuations, LLC
232 E. 2nd Street, Suite 201
Casper, Wyoming 82601
Phone: 307-265-1888

Client hereby engages Appraiser to complete an appraisal assignment for the following property:

PROPERTY IDENTIFICATION

8+/- Acres on NE Corner of E 12th St and S Conwell St, Casper, Wyoming

PROPERTY TYPE

Vacant Land

INTEREST VALUED

Fee Simple

INTENDED USERS

Client: Natrona County, Attn: Charmaine Reed

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist Client in establishing a market value to meet statutory requirements of the City of Casper to transfer the property.

TYPE OF VALUE

Market Value as defined by the appraisal requirements pursuant to FIRREA. And USPAP.

DATE OF VALUE

Current

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

As-Is

ANTICIPATED SCOPE OF WORK

Site Visit

Full inspection of the subject property.

Valuation Approaches

- Cost Approach
- Sales Comparison Approach
- Income Approach

Note: Appraiser shall use any or all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option

Appraisal Report

Form or Format

Narrative

DELIVERY DATE

March 3, 2023

DELIVERY METHOD

E-Mail: creed@natronacounty-wy.gov

NUMBER OF COPIES

One Copy

PAYMENT TO APPRAISER

\$2,800

PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of Wyoming, exclusive of any choice of law rules. The client requested the following be referenced in this agreement:

- **Governmental Immunity.** Natrona 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 immunity and the right to assert immunities as a defense.

By Appraiser:

By Client:

(Signature)

(Signature)

Deborah A. Clark, MAI

(Printed Name)

(Printed Name)

February 17, 2023

(Date)

(Date)

APPROVED AS TO FORM FOR NATRONA CO.



Charmaine Reed, WB# 6-3172
Deputy Natrona Co. Attorney

NATRONA COUNTY CONTRACT FOR ALCOVA BATHHOUSE ROOF REPLACEMENT

1. **PARTIES.** The parties to this contract are NATRONA COUNTY ("County") and Dave Loden Construction, Inc. ("Contractor"). The parties' respective contact information is:

COUNTY	CONTRACTOR
Board of Natrona County Commissioners 200 N Center ST, STE 211 Casper, WY 82601	Dave Loden Construction, Inc. 400 Hemlock Buffalo, WY 82834

2. **PURPOSE OF CONTRACT.** The purpose of this Contract is to replace the roof of the old Alcova Trailer Park bathhouse located at 24000 Lakeshore Drive, Lot 160 at Alcova Reservoir, Natrona County, Wyoming. In exchange for the provisions herein, the parties enter this Contract.

3. **EFFECTIVE DATE.** This Contract becomes effective upon the date of the last required signature.

4. **CONTRACTOR'S OBLIGATIONS.**

- A. **SCOPE OF WORK.** Contractor will perform the scope of work ("Work"). See *Attachment A - Scope of Work*. Contractor will complete the Work no later than May 19, 2023.

- B. **GENERAL.**

- i. **COMPLIANCE WITH LAWS.** Contractor will comply with all applicable federal, state, and local laws and regulations in its performance of this Contract.
- ii. **EQUIPMENT AND WORKERS.** Contractor will provide all equipment and workers necessary to perform the Work.
- iii. **INCORPORATION.** Contractor will remain active and in good standing with the Wyoming Secretary of State.
- iv. **INDEMNIFICATION.** Contractor will indemnify County and County's board members, elected officials, employees, and other agents from all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of this Contract. Such indemnification will include, but is not limited to, payment of any and all judgments against County and/or its agents, payment of settlement(s) with or without a suit being filed, and legal defense which includes, but is not limited to, payment of legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing this indemnification provision.
- v. **INSURANCE.** Throughout the term of this Contract, Contractor will maintain the following insurance and in each policy (1) name County and County's agents as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County; and (3) require the insurance company to send any and all notices of termination or other limitation of any policy to County in addition to Contractor. Contractor will provide to County proof of its insurance coverage.
 - a) **General.** Contractor will maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$1,000,000 per occurrence from a company acceptable to County.
 - b) **Auto.** Contractor will maintain vehicle insurance in a minimum amount of \$500,000 per occurrence from a company acceptable to County.
 - c) **Primary.** Contractor's insurance will be the primary insurance for all incidents directly related to the Work. Contractor's insurance provider(s) will not subrogate against County.
 - d) **Vendors and Service Providers.** Contractor is responsible for all of its vendors and service providers involved in the Work.
- vi. **UNEMPLOYMENT AND WORKERS' COMPENSATION.** Contractor must comply with Wyoming unemployment and workers' compensation laws. If County requests, Contractor must provide proof of its compliance.

vii. **WARRANTIES.** See attachment.

5. **COUNTY'S OBLIGATIONS.**

A. COST. The cost of the Work is \$15,885.00 subject to the following.

- i. The cost of the Work will increase or decrease in accordance with any change order.
- ii. If delivery of material is delayed due to unavailability, Contractor will not be liable for damages directly caused by the delay.
- iii. If the overall price of materials increased by 5% or more from May 10, 2022 to 45 days after execution of this Contract, Contractor may submit a proposed change order with an increase to the cost of the Work commensurate with the materials price increase. If Contractor provides reasonable evidence of the materials cost increase and the proposed increase to the cost of the Work is commensurate with the increase, County may approve the proposed change order.

B. PAYMENT. County will pay Contractor for invoiced amounts in accordance with this Contract, County's payment process, and applicable laws.

- i. Contractor may submit an itemized invoice for materials.
- ii. Contractor may submit an invoice monthly for progress payments.
- iii. After substantial completion, Contractor may submit an invoice for final payment.

C. ACKNOWLEDGMENTS.

- i. County acknowledges that outdoor construction may be delayed by inclement weather.
- ii. County acknowledges that replacing the roof may cause dust, dirt, and debris to get into the interior of the bathhouse, and Contractor is not responsible for cleaning the interior of the bathhouse.
- iii. County acknowledges that Contractor may encounter unforeseeable damage to the roof, and repairing such damage is not included in this Contract. However, repairs to any such damage could be addressed through a change order.

6. **STANDARD PROVISIONS.**

A. GOVERNMENTAL IMMUNITY. 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 immunity and the right to assert all such immunities as a defense.

B. APPLICABLE LAW AND VENUE. The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming will be the proper venue for any legal action involving this Contract.

C. ASSIGNMENT AND COLLATERAL. The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.

D. AUDIT. If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.

E. AVAILABILITY OF FUNDS. This Contract is conditioned upon the availability of funds to County. If such funds are not available to County, County may terminate this Contract upon reasonable notice and will not be liable for any alleged damage resulting from such termination. County must not claim unavailability of funds in order to acquire similar work from a third party or to otherwise avoid performance under this Contract.

F. BREACH. If Contractor fails to perform in accordance with this Contract, County may at its discretion:

- i. Withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
 - ii. Pursue any other remedy allowed by law.
- G. ENTIRE CONTRACT.** This four page document and *Attachment A* constitute the entire agreement and supersede all prior written and oral communications. Any change to this Contract must be in writing signed and dated by both parties.
- H. FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the nonperforming party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, earthquake, embargo, epidemic disease, fire, flood, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- I. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor will determine the means and manner of its performance under this Contract. Contractor is solely responsible for its actions, debts, and other liabilities. Contractor is solely responsible for any taxes and other costs resulting from its performance of this Contract including, but not limited to, federal, social security, and sales taxes and workers' compensation and unemployment insurance. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract.
- J. NOTICE.** Notice must be given to the other party by certified mail sent to the respective address given in this Contract.
- K. SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract will remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.
- R. TERMINATION.**
- i. **IMMEDIATE.** County may terminate this Contract immediately if Contractor fails to maintain insurance or, if Contractor is not a natural person, Contractor ceases to be active and in good standing with the Wyoming Secretary of State.
 - ii. **BREACH.** Either party may terminate this Contract if, after giving reasonable notice of a breach to the other party, the other party fails to cure the breach.
 - iii. **SURVIVAL.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.
- S. THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- T. TIME.** Time is of the essence in performance of this Contract.
- U. WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it will not constitute a waiver of any prior or subsequent breach. Failing to object to a breach will not constitute a waiver.

Each party agrees to the provisions in this Contract.

NATRONA COUNTY

 Chair
 Board of County Commissioners

 Date

DAVE LODEN CONSTRUCTION, INC.

Erick Loden

 Erick E. Loden
 President

Digitally signed by Erick Loden
 DN: cn=Erick Loden, o=Dave Loden
 Construction, ou,
 email=reloden@davelodenconst.com,
 c=US
 Date: 2023.02.15 15:41:06 -0700

 02/15/2023

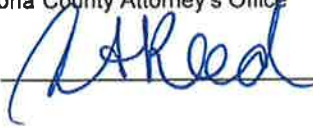
 Date

ATTEST:

Tracy Good, Natrona County Clerk

Approved as to form for Natrona County
Natrona County Attorney's Office

By: _____

A handwritten signature in blue ink, appearing to read "A. Reed", is written over a horizontal line.

MEMORANDUM OF UNDERSTANDING TO TRANSFER PROPERTY

THIS Memorandum of Understanding (**MOU**) entered into on this ____ day of _____ 2023, is to transfer real property described below. This MOU is effective immediately after it is fully executed by the parties. It may be executed by counterparts.

THE PARTIES to this MOU are:

1. **GRANTOR:** City of Casper, Wyoming (**City**), a Wyoming municipal corporation, with offices located at 200 North David Street, Casper, Wyoming 82601, and
2. **GRANTEE:** Natrona County, Wyoming (**County**), with offices located at 200 North Center Street #115, Casper, Wyoming 82601.

Together, the City and County may be collectively referred to as parties.

RECITALS

- A. The City of Casper/Natrona County Health Department (Heath Department) was established in 1954.
- B. Since then, City and County have jointly supported the Health Department for the benefit of the residents of Natrona County, including the necessary support of the poor under Article 16 § 6 of the Wyoming Constitution.
- C. The Health Department's current location and facilities are inadequate to meet the needs of the residents of Natrona County, and a new Health Center would be in the best interest of the citizens of Natrona County and residents of the City.
- D. County applied for and has been awarded one-time federal funding, available through the State of Wyoming's ARPA program, which reduces the funding for which Natrona County taxpayers might otherwise be directly or indirectly responsible (**Application**).
- E. The Application refers to the new Health Center being about 8-acres of land owned by the City at the northeast corner of 12th Street and Conwell Street.
- F. The new Health Center is close to other medical facilities and would benefit residents of the County and City, including poor and low-income residents, and is consistent with the City's planning objectives.

- G. The parties agree that for and in consideration of one-hundred dollars (\$100.00), substantial contribution by the County to the construction of the new Health Center, the future financial and other support of the Health Center, and other good and valuable consideration, it would be in the mutual best interests for the City to transfer approximately 8-acres of land, generally described below, by quitclaim deed to the County for the new Health Center.
- H. The parties agree that the fair market value of the Property is offset by the substantial consideration provided by the County to the City as described above.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Incorporation of Recitals

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

2. Responsibilities of City

A. City will transfer approximately eight (8) acres of property near 12th and Conwell Street to the County by quitclaim deed after complying with Wyoming Statutes Section 15-1-112(b) regarding the disposal of the City property. The Property is intended to be used as the site of the new Health Center for the benefit and welfare of City of Casper residents and Natrona County residents.

B. Currently, the City and County are working on getting: 1) a survey and legal description of the property, 2) a legal description for the reservation of utility easements and stormwater runoff, and 3) an appraisal of the property. After that, the City will need to publish for 3 consecutive weeks before a public hearing can be held, notice of which must include the appraised value of the property.

C. The parties anticipate entering a real estate purchase agreement after the survey, legal description, appraisal, publishing, and public hearing are complete.

D. This MOU and any subsequent real estate purchase agreement must be approved at a regular Casper City Council meeting to become effective.

E. City agrees to maintain the bus stop at the Life Steps Campus unless otherwise directed by the Federal government or a loss of federal funding occurs.

3. Responsibilities of County

- A. County will pay for all costs and expenses for the items described in Section 2(B) on page 2.
- B. County will secure the funding necessary to build the new Health Center and use its best efforts to complete the construction of a new Health Center within eight (8) years from the transfer of the Property or the property shall revert to the City.
- C. County will build a site barrier fence along the entire north border of the property transferred. The fence shall not be chain link and shall be acceptable to City.
- D. This MOU and any subsequent real estate purchase agreement must be approved by the Natrona County Board of County Commissioners to become effective.

4. Other Terms and Conditions

- A. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-1010 *et seq.*, and the parties specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- B. The parties do not intend to create any third-party beneficiary, and this MOU shall not be construed to create such status. Except as provided above, the rights, duties, and obligations contained in this MOU shall operate only between the parties, and shall inure solely to the benefit of the parties to this MOU. The parties intend and expressly agree that only signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- C. This document contains the entire agreement between the parties and supersedes any and all prior agreements whether written or oral.

IN WITNESS WHEREOF, City and County execute this MOU as shown below.

Signatures pages follow on the next pages.

Signature Page for City

APPROVED AS TO FORM
City Attorney's Office

ATTEST
A Municipal Corporation

CITY OF CASPER, WYOMING

Fleur Tremel
City Clerk

Bruce Knell
Mayor

Signature Page for County

NATRONA COUNTY

Steven Freel, Chair
Board of Natrona County Commissioners

ATTEST:

Tracy Good
Natrona County Clerk

Approved as to form
County Legal Department

Notice is hereby given that on or before the 31st day of January, 2023, the following applicants filed applications for liquor license renewals, in the office of County Clerk of the County of Natrona for the following business at said locations. Protests, if any there be any, against the issuance of these license renewals will be heard at the hour of 5:30 PM on the 21st day February, 2023.

Dated this 2nd day of February, 2023.

Tracy Good, Natrona County Clerk

Alcova Resort, LLC, dba Alcova Lakeside Marina, 24025 S Lakeshore Rd, Full Retail; Full Retail; On The Rocks, Inc., dba Sunset Bar & Grill, 22250 W Hwy 220, Full Retail; Henderson Irrevocable Trust, dba Lazy 8, 13720 Hwy 20-26-87, Full Retail; The Shoe Inc., dba Horseshoe Bar 7515 W Yellowstone, Full Retail; Grey Reef Outfitters Inc., dba North Platte Lodge, 20400 Grey Reef Road, Full Retail; Trophy Trout Outfitters dba The Reef Fly Shop, 22222 Grey Reef Rd, Alcova, Full Retail (package only); C. Leann Moses, dba Mountain Home, 43330 Big Horn Mt Rd, Full Retail; CC Cowboys, Inc., dba Racks, 1910 Talc Rd, Full Retail; Northern Dreams, 1425 W Ormsby Rd, Full Retail; Trout on Inn LLC, dba Trout on Inn Lodge & Cabins by the River, 18193 HWY 220, Casper, WY 82604, Full Retail; Casper Boat Club, 23855 S Lakeshore Rd, Limited Retail (Club); Casper Country Club, 4149 Country Club Rd, Limited Retail (Club); Black Ops, LLC, dba Sloane's General Store, 21405 Kortess Rd, County Malt Beverage; Natrona County Fair Assn, dba Central WY Fair & Rodeo, 1700 Fairgrounds Rd, County Malt Beverage; Pathfinder Boat & Fishing Club, Pathfinder Lake, County Malt Beverage; Board of Trustees Casper Natrona County International Airport, 8500 Airport Parkway, Airport Retail Liquor License pursuant to W.S. 12-4-201.

Publish dates: February 12th and February 21st, 2023