



# NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA

Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner  
Steve Schlager, Commissioner

Tuesday, January 19, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

- 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**

Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner  
Steve Schlager, Commissioner

**CONSENT AGENDA**

Tuesday, January 19, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF JANUARY 5, 2016 MEETING MINUTES**

**II. APPROVAL OF BILLS – \$1,533,873.71**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

A. Maintenance Service Agreement Hall of Justice Building – TLC Cleaning

**IV. STATEMENT OF EARNINGS**

County Clerk	\$89,805.10
Roads & Bridges	\$90.35
Mountain	\$17,232.50
Lake	\$2,517.86
Planning	\$6,932.87
<b>TOTALING</b>	<b>\$116,578.68</b>

**V. BONDS**

A. Susan Thomas-Central WY Fair Board Treasurer (Term: January 5, 2016 – January 5, 2017)

**VI. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES**

**TOTALING \$218.67: 2015 SIMS, RUSSELL W**

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
January 5, 2016**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating (via phone), Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Commissioner Hendry moved to keep the Chairman and Vice-Chairman positions the same. Commissioner Lawson seconded the motion. Motion carried.

**Consent Agenda:**

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

**Public Hearings:**

**A. CUP15-3**

Jason Gutierrez, Development, reported this is a request by Verizon Wireless (represented by Becky Siskowski, Centerline Solutions) for approval of a Conditional Use Permit to allow the construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower with accessories at NCIA.

Chairman Chadwick opened up the public hearing.

Speaking in favor: Glenn Januska, NCIA Manager

Speaking in opposition: none

Hearing no further comments the Chairman Chadwick closed the public hearing.

Commissioner Keating moved to approve the Conditional Use Permit incorporating staff's findings of facts. Commissioner Lawson seconded the motion. Motion approved.

**B. CUP15-4**

Jason Gutierrez, Development, reported this is a request by Jeff Olson for the approval of an Auto Reduction/Recycling Center Conditional Use Permit on the applicant's property located in the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6<sup>th</sup> Principle Meridian, Natrona County, Wyoming. The property is addressed as 14254 W. US Highway 20-26.

Chairman Chadwick opened up the public hearing.

Speaking in favor: Jeff Olson

Speaking in opposition: Tracy Lamont (Casper), Caleb Kull (Casper), Mark Warner (Casper), Joe Joslin (Casper)

Hearing no further comments the Chairman Chadwick closed the public hearing.

Commissioner Hendry moved to accept the Planning & Zoning Commission's recommendation for denial of the Conditional Use Permit incorporating staff's findings of facts, and also noting the 75,000 lb. road requirement by the Fire Marshall, environmental concerns and screening and not been addressed by the applicant. Commissioner Schlager seconded the motion. Motion approved.

**Public Comments:**

Chairman Chadwick opened the floor to Public Comments.

Tracy Lamont (Casper)

Hearing no further comments the floor was closed.

**Commissioner Comments:**

Chairman Chadwick 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 Chadwick adjourned the meeting at 6:49 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

\_\_\_\_\_  
Renea Vitto

12-24 CLUB INC	2,815.33	FLEETPRIDE	116.43
A & I/ST OF WY ENT TECH	42.25	GALLS INC	950.00
ABC LEGAL SERVICES INC	170.00	GREEN'S SEWER & DRAIN SVC	1,400.00
ACA SECURITY	1,516.13	GREINER MOTOR CO-CASPER	234.97
ACE HARDWARE	31.43	HDR ENGINEERING, INC.	12,168.63
AFLAC PREMIUM HOLDING	6,563.70	HEALTH SMART BENEFIT SOLUTIONS	624.00
ALCOHOL & DRUG TESTING, INC.	11,118.45	HENSLEY BATTERY LLC	219.77
ALL AREA PROCESS SERVICE	1,330.00	HORIZON LABORATORY LLC	87.00
ALL OUT FIRE	132.00	HOWARD SUPPLY CO INC	494.37
ALLIANT INSURANCE SERVICES INC	13,653.78	HUB INTERNATIONAL INS	100.00
ALSCO	159.14	ICMA RETIREMENT TRUST -457	1,230.00
AMERICAN INSTITUTE TOXICOLOGY	1,980.00	IRS	125.00
AMERICAN MEDICAL BROKERS	6,135.45	ISC INC	7,566.96
AMERIGAS PROPANE LP	970.13	JOHNSONCONTROLS, INC	163.04
API SYSTEMS INTEGRATORS INC	1,138.00	KADRMAS LEE & JACKSON INC	15,680.96
ATLAS OFFICE PRODUCTS	673.11	KIESTER, JILL	15.74
B & B RUBBER STAMPS	29.50	KIGHT, CASSANDRA	200.00
BAR D SIGN COMPANY	265.00	KIMBALL MIDWEST	34.17
BIG D OIL	395.02	LIFETIME HEALTH & FITNESS	1,434.30
BOB BARKER COMPANY INC	227.80	MCMURRY READY MIX	3,662.38
BOOMTOWN COMMERICLA SWEEPING	300.00	MIDWEST HOSE & SPECIALTY INC	272.77
CALIFORNIA STATE DISBURSEMENT	378.00	MIDWEST MEDICAL SUPPLY	774.69
CALL2TEST LLC	96.60	MILLS, TOWN OF	706.51
CAPITAL BUSINESS SYSTEMS INC	509.77	MIQUELLE'S CONSULTING, INC.	899.50
CASPER AREA CHAMBER COMMERCE	75.00	MY EDICATIONAL RESOURCES	72.00
CASPER MTN BIATHLON CLUB	73,448.00	NADA GUIDES	186.00
CASPER STAR TRIBUNE	2,022.94	NAPA AUTO PARTS	1,108.58
CASPER TIRE LLC	757.74	NC EMPLOYEE	278,981.52
CASPER-NC HEALTH	745.00	NC TREASURER	370,617.92
CDW GOVERNMENT INC	220.33	ORCHARD TRUST COMPANY	8,345.00
CENTRAL WY FAIR AND RODEO	62,021.64	OUTPATIENT RADIOLOGY, LLC	350.00
CENTURYLINK	10,279.81	PACIFIC STEEL & RECYCLING	480.80
CENTURYLINK BUSINESS SERVICES	961.22	PERKINS, ROYCE	675.00
CHARTER COMMUNICATIONS	1,181.00	PLANSOURCE	4,668.00
CIRCUIT COURT OF THE 7TH	290.76	PORTER, MUIRHEAD,	25,000.00
CITY OF CASPER	59,134.68	POWDER RIVER SHREDDERS LLC	210.00
CIVIL ENGINEERING	1,015.00	QUALITY OFFICE SOLUTIONS INC	1,776.20
CLERK OF DISTRICT COURT	4,054.75	RED GIANT OIL	195.00
COCA-COLA BOTTLING COMPANY	287.00	RICOH USA INC	305.56
COLONIAL LIFE & ACCIDENT INS	24.25	ROCKY MOUNTAIN POWER	32,120.06
COMMUNICATIONS TECHNOLOGIES	2,626.00	RT COMMUNICATIONS INC	39.53
CORNERSTONE PROGRAMS CORP	139,050.00	SHAMROCK FOODS COMPANY	8,910.34
CRUM ELECTRIC SUPPLY INC	223.97	SINCLAIR FLEET TRACK	116.51
DECKER AUTO GLASS	60.00	STEARNS, JANE MS LPC	775.00
DELL MARKETING LP	541.49	STEPHENS-PECK INC	255.00
DELUXE FOR BUSINESS	863.95	SUMMIT ELECTRIC LLC	840.00
DENNIS SUPPLY CO	113.57	SUTHERLANDS	80.40
DEWITT WATER SYSTEMS SERVICE	139.00	TOWN OF EVANSVILLE	4,187.00
DEX MEDIA WEST INC	11.95	TYLER TECHNOLOGIES, INC.	14,000.00
DOOLEY OIL CO INC	11,802.81	UNITED WAY OF NC	234.59
DRIVEN POWERSPORTS INC	65.76	VALIC	75.00
DRUG TESTING SVCS NC	171.00	VERIZON WIRELESS	6,552.74
EMERGENCY COMMUNICATIONS	37,500.00	WEAR PARTS INC	491.40
ENGELKING, KERRY G., M.D.	630.00	WESTERN STATES FIRE	282.00
ESSENCE OF LIFE RLLP	1,000.00	WESTERN WY LOCK & SAFE	20.00
FARMER BROS. CO	362.00	WHITE'S MOUNTAIN MOTORS	129.88
FASTENAL COMPANY	17.95	WORTHINGTON, LENHART	217.50
FIRST INTERSTATE BANK	10,615.26	WY CHILD SUPPORT	1,285.00

WY DEPT OF WORKFORCE SERVICES	21,517.15	WY RETIREMENT SYSTEM	223,137.46
WYDOT-FINANCIAL SVCS	2,492.50	WY TAXPAYERS ASSOCIATION	195.00
WY BUSINESS COUNCIL	50.00	WY WOUND CARE CENTER	476.00
WY COUNTY COMMISSIONERS	10.00		
WY MACHINERY	2,428.66		1,533,873.71

**MAINTENANCE SERVICES AGREEMENT**  
**HALL OF JUSTICE BUILDING**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Natrona County, through its Board of County Commissioners, hereinafter referred to as the "County," and Tina Barnes DBA TLC Cleaning, LLC, hereinafter referred to as "Contractor."

WHEREAS, the County operates the Hall of Justice building located at 201 N. David Street, Casper, Wyoming, which needs cleaning services and sanitary maintenance on a continuous basis; and

WHEREAS, Contractor is willing and able and has the necessary personnel to provide such cleaning services and sanitary maintenance to the County; and

WHEREAS, it is in the best interest of the people of Natrona County to enter into an agreement with Contractor to provide such services.

THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement is from February 1, 2016 through January 31, 2017. Contractor agrees to provide to the County cleaning services and sanitary maintenance during the term of this Agreement for the Hall of Justice building located at 201 N. David Street, Casper, Wyoming as set forth in the cleaning specifications attached as Exhibit "A".

2. **Equipment and Supplies.** Contractor agrees that it will provide all equipment and supplies necessary for the cleaning of said facilities. Contractor agrees that all supplies and cleaning equipment including work clothing and tools will be kept in a neat, clean manner, at assigned areas only.

3. **Security.** All cleaning personnel are to remain in their assigned areas during work periods, keeping all spaces locked in which they are not working, unless otherwise instructed. All personnel must keep all entrances and exits of the building and the offices within the building locked and secured when working after regular business hours. All personnel are expected to work in a manner which will maintain the security and best interest of the County.

4. **Responsibilities of Contractor.**

a. Contractor will submit the names and addresses of its employees engaged

in the work of this agreement, and if requested, will have the employee fill out any questionnaire for security checks or other reasons that the County deems necessary. Due to security concerns, Contractor agrees that its employees, who are assigned to clean the first and second floors of the Hall of Justice, if requested, will submit to background checks and take polygraph tests conducted by the Natrona County Sheriff's Office.

b. Contractor will be responsible to see that all employees do not disturb papers on desks, open drawers or cabinets or use telephones provided by the County and will ensure that all employees comply with all instructions pertaining to the building regulations.

c. Contractor will provide material safety data warning sheets in all maintenance rooms on the building premises for each hazardous chemical used as required by OSHA.

d. Contractor will remain flexible enough to meet any normal unforeseen cleaning jobs not definitely stated in the specifications that may be needed from time to time, i.e., windows (inside only), ceilings, leaks and spills. Contractor will coordinate special cleaning jobs with the County Maintenance Supervisor. Special cleaning jobs include outside window cleaning, sewer back-up clean-up, carpet shampooing, construction clean-up, etc.

5. **Insurance.** Contractor will keep in force commercial general liability insurance with a two million dollar (\$2,000,000) general aggregate limit, along with proof of Worker's Compensation coverage during the term of this Agreement. Contractor will also provide a janitorial surety bond of \$10,000 for faithful performance of duties. Contractor will provide all certificates and proof of insurance to the Natrona County Legal Department.

6. **Payment.** The County agrees to pay for said services in the amount of **\$6,500.00 per month**; special cleaning at **\$45.00 per hour**.

7. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

8. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this agreement and the parties and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

9. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

10. **Entirety of Agreement.** This Agreement, consisting of five (5) pages and Exhibit A, consisting of two (2) pages, represents the entire and integrated Agreement between the parties and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

11. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of Natrona County for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the County or to incur any obligation of any kind on the behalf of the County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Agreement.

12. **Notices.** All notices arising out of or from the provisions of this Agreement shall be in writing and shall be deemed provided to each respective party if sent by facsimile, e-mail, in-person delivery or by at least, first class United States mail, postage prepaid, at the address provided under this agreement.

13. **Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the County with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Agreement.

14. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

15. **Governmental Immunity.** The County does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and all other state law.

16. **Termination of County's Obligations.** This Agreement may be terminated, without cause, by the County upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Agreement.

17. **Waiver.** The waiver of any breach of any of the terms and conditions of this Agreement shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions of this Agreement, all of which shall be and remain in full force as to future acts or happenings, notwithstanding such individual waiver of any breach thereof.

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

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

ATTEST:

\_\_\_\_\_  
Forrest Chadwick, Chairman

\_\_\_\_\_  
Renea Vitto, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Natrona County Attorney

TLC Cleaning, LLC

  
\_\_\_\_\_  
Tina L. Barnes, Owner

## EXHIBIT A

### GENERAL CLEANING SPECIFICATIONS

#### Office Areas, Conference Rooms, Courtrooms, & Visitor's Area

**DAILY:** Empty all receptacles. Disinfect and replace plastic liners. Spot clean receptacles as needed.

Empty ashtrays into a separate metal container and damp wipe.

Spot clean desk tops and glass table tops.

Vacuum all entryway mats and door mats going into offices.

Vacuum traffic areas in carpeted offices, aisles, halls and corridors.

Dust sills, ledges, other horizontal surfaces and furniture tops under 70".

Spot clean marks and smudges from washable walls and painted doors. Spot clean wood panels.

Clean smudges and soil from glass and partitions, doors, and cabinets.

Spot damp mop main floor as needed.

**NOTE:** Desks or credenzas on which papers are left should not be disturbed. Electronic equipment such as computers, typewriters, calculators, and telephones should not be disconnected from their electrical sockets. Throw nothing away unless it is in a wastepaper basket or marked "garbage." Each day all waste taken from all wastepaper baskets must be put into plastic bags and taken to the dumpster. No waste from any area is to be saved.

Before leaving building, turn off lights, double-check all doors, and make sure buildings are SECURE.

**WEEKLY** Vacuum all carpets, giving particular attention to corners, along baseboards, and under furniture.

Dust fronts and sides of furniture, baseboards, moldings, doorframes, picture frames, underside of chairs, and blinds.

Mop all resilient tile floors and terrazzo with a solution of neutral detergent.

**MONTHLY** Clean all ceiling vents throughout the buildings.

Dust all wood paneling.

Clean and sanitize telephones.

Spray buff with high speed buffer, monthly, or as needed.

**QUARTERLY** Clean all venetian blinds.

Remove dust and cobwebs from ceiling areas.

**YEARLY** Shampoo carpet if needed.  
Strip and re-wax all hard surface flooring tile, slate and terrazzo, annually, or as needed.

### **Restrooms**

**DAILY** Re-supply paper, towels, and soap.  
Clean mirrors with glass cleaner.  
Empty waste containers and urns. Replace plastic liners. Clean as needed.  
Clean toilet seats and outside of toilets and urinals with a cleaner disinfectant solution. Wipe seats dry.  
Clean inside of bowls and urinals with bowl brush, using a cleaner disinfectant solution.  
Spot clean stainless steel doors and chrome surfaces.  
NOTE: Use lotion cleanser for removing stains or heavy soil, especially on basins. On walls and partitions, wipe dry to prevent streaks.

**WEEKLY** Clean underside and hardware of basins.

**MONTHLY** Wash down partitions and walls (including showers).  
Spray buff and polish tile floors. Monthly, or as needed.

### **Hallways and Entryways**

**DAILY** Clean all glass in doors with glass cleaner.  
Clean water fountains with cleaner disinfectant solution.  
Empty ashtrays into a metal container and damp wipe ashtrays.  
Empty waste receptacles and replace plastic liners as needed.  
Dust sills, ledges, and other horizontal building surfaces and furniture tops.  
Clean smudges and soil from glass, doors, cabinets, painted surfaces, and wood paneling.  
Spot clean furniture, and spot polish wood furniture and paneling.  
Use vacuum to remove all dry soil from entrance matting. If matting has become soiled with oil or grease, it should be cleaned immediately to prevent tracking.

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 62623682

That we Susan Thomas

of Casper, 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 Natrona County Fair Board, 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 23rd day of December, 2015.

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 Natrona County Fair Board of Natrona County Fair Board, and State aforesaid for the term beginning January 5th, 2016, and ending January 5th, 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.



Susan Thomas  
Principal

WESTERN SURETY COMPANY

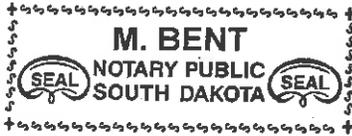
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 23rd day of December, 2015, 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.

*Susan R. Thomas*

State of Wyoming }  
County of Natrona } ss

This Oath of Office was subscribed and sworn to before me by Susan R. Thomas on this 6th day of January, 2016



*Melinda M. Watts*

Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Natrona } ss

On this 6th day of January, 2016, before me, personally appeared

Susan R. Thomas, 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

her free act and deed.

My commission expires



*Melinda M. Watts*

Notary Public, Wyoming