



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, June 21, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. ANNOUNCEMENT OF 2016-2017 COMMISSIONERS RENEWAL SCHOLARSHIP RECIPIENT**
Stacey Sanger
- VI. PUBLIC HEARING**
A. Resolution 17-16 Transfer of Funds - Unanticipated Revenue \$1,178,253.88
- VII. PUBLIC COMMENTS**
- VIII. COMMISSIONER COMMENTS**
- IX. 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, June 21, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF JUNE 7, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$3,994,090.14

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

- A. Ratification of Alcova Reservoir Boat Club Lease (*tabled*)
- B. Amendment to the Alcova Reservoir Boat Club Lease (*tabled*)
- C. Salary Agreement for County/UWE Personnel
 - a. Karla Case-Nutrition Extension Educator
 - b. Jodee Jacobsen-4-H Extension Educator
 - c. Donna Hoffman-Horticulture Extension Educator
- D. Agreement for Professional Services between the BOCC of NC & Robert P. Debyah dba: Bob's Tree Service (Cutting Fire Damaged Trees in Ponderosa Road)

IV. STATEMENT OF EARNINGS

County Clerk	\$104,607.23
Clerk of Court	\$12,573.36
Planning	\$31,120.10
Cooperative Extension	\$110.00
Lake	\$83,272.91
Parks/Mtn	\$1,142.50
TOTALING	\$232,826.10

V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$5,102.13: 2015 DONNA L MATHERN & MARK S MATHERN REVOCABLE TRUST - 455.13;
2014 QUICKSILVER RESOURCES INC - \$4,647.00

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
June 7, 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, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, Clerk Vitto and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner Lawson moved for approval of the Consent Agenda after pulling items A. Ratification of Alcova Reservoir Boat Club Lease and item C. Amendment to the Alcova Reservoir Boat Club Lease for discussion. Commissioner Hendry seconded the motion. Motion Carried.

Commissioner Lawson moved to table items A,. Ratification of Alcova Reservoir Boat Club Lease and C,. Amendment to the Alcova Reservoir Boat Club Lease

Public Hearings:

Enlarge The Boundaries Of Skyline Ranches Improvement And Service District (Land on Boot Hill Rd, a Parcel located in and being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, Township 33 N, Range 80 W of the 6th P.M., NC, WY and 6545 Boot Hill Rd, a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27, Township 33 N, Range 80 W of the 6th P.M., NC, WY) (Resolution 14-16). Brief report given by County Attorney Malone.

Chairman Chadwick opened the public hearing.

Speaking in favor: Dave Drell, Attorney representing Skyline Ranches Improvement & Service District (Casper)

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

Commissioner Hendry moved for approval of the Resolution and enlargement. Commissioner Schlager seconded the motion. Motion carried.

Proposed Formation Of The Fullspeed Improvement And Service District (Fullspeed Simple Subdivision, NC, WY. All in the SE Quarter (SE $\frac{1}{4}$) of the NE Quarter (NE $\frac{1}{4}$) of Section 29, Township 34 N, Range 79 W of the 6th Principal Meridian, NC, WY) (Resolution 15-16). Brief report County Attorney Malone.

Chairman Chadwick opened the public hearing.

Speaking in favor: Pat Holscher, Attorney representing Fullspeed Improvement & Service District (Casper) and Jody Card (Casper).

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

Commissioner Hendry moved to approve the Resolution and boundaries as proposed in the Petition for Formation amendment. Commissioner Schlager seconded the motion. Motion carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Bob Price, Townsquare Media (Casper), Tracy Lamont (Casper), Brittnee Tonille, Dirt Armor (Buffalo), Williamayne Street (Casper), Danny Spurgen, Installation Services (Casper), Dick O'Hearn, NC Parks Director, Dawn Cundy, WY Pavement Maintenance (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 6:24 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB INC	2,867.88	CITY OF CASPER	777,698.95
71 CONSTRUCTION	8,998.76	CIVICPLUS	500.00
AAA SEWER & DRAIN SERVICE INC	105.00	CIVIL ENGINEERING	63,845.22
ABC LEGAL SERVICES INC	595.00	COASTAL CHEMICAL CO LLC	9,083.60
ABLE EQUIPMENT COMPANY	501.00	COCA-COLA BOTTLING COMPANY	144.20
ACCURATE CONTROLS INC	1,067.26	COMMUNICATION TECHNOLOGIES	2,908.69
ADAMS EVIDENCE GRADE	1,003.96	COMMUNITY ALTERNATIVES OF	2,901.82
ADVANCED THERMAL SOLUTIONS	164.86	COMPASSDATA INC	6,787.50
AIRGAS USA LLC	158.23	COMTRONIX COMMUNICATION	567.00
ALCOHOL & DRUG TESTING, INC.	14,594.70	CORNERSTONE PROGRAMS CORP	139,050.00
ALL AREA PROCESS SERVICE	1,010.00	COTTON, TIMOTHY C PC	6,751.34
ALL OUT FIRE	44.00	COWBOY CHEMICAL	5,546.50
ALL SERVICE PLUMBING, LLC	2,701.48	CPS DISTRIBUTORS, INC.	193.64
ALSCO	104.70	CRANDELL, DANA O	500.00
AMERICAN MEDICAL BROKERS	28,400.96	CRUM ELECTRIC SUPPLY CO	1,123.51
AMERIGAS PROPANE LP	22.42	DATALINE ASSOCIATES	346.63
AMERI-TECH EQUIPMENT COMPANY	12,053.30	DAYTON TRANSMISSION LLC	1,103.71
API SYSTEMS INTEGRATORS INC	313.04	DEBYAH, ROBERT P	8,000.00
ASPHALT DOCTORS	42,978.45	DEWITT WATER SYSTEMS & SERV	528.00
ATLAS OFFICE PRODUCTS	3,395.36	DEX MEDIA	12.17
B & B RUBBER STAMP SHOP LLC	22.50	DIAMOND VOGEL PAINTS	655.05
BAR D SIGN COMPANY	153.66	DOOLEY OIL CO INC	34,466.50
BAR NUNN, TOWN OF	6,976.95	DRIVEN POWERSPORTS INC	4,522.99
BARGREEN ELLINGSON DBA	45.30	EAGLE UNIFORM & SUPPLY CO	392.99
BENNETT, THOMAS L MD	1,866.10	EATON SALES & SERVICE-CASPER	350.00
BENTZ, LORETTA	100.00	ELECTION SYSTEMS &	7,875.00
BIG D OIL	487.69	EMERGENCY MEDICAL PHYSICIANS	2,144.00
BLACK HILLS AMMUNITION	599.50	ENTENMANN-ROVIN CO	110.00
BLOEDORN LUMBER - CASPER	64.00	ESSENCE OF LIFE RLLP	251.75
BOBCAT OF CASPER	42.79	FASTENAL COMPANY	480.94
BROWN, JACQUELINE K	5,000.00	FERGUSON ENT INC #109	203.94
BUSINESS IMAGING SYSTEMS, INC.	20,756.25	FIRST INTERSTATE BANK	13,200.85
CAEDA, INC.	4,538.00	FLEETPRIDE	3.76
CALL2TEST LLC	75.98	FOX, JULIE L.	775.00
CAPITAL BUSINESS SYSTEMS INC	2,502.52	FREMONT MOTOR CASPER INC	1.76
CARPET ONE COMMERCIAL	2,000.00	FRONTLINE FIRE PROTECTION LLC	892.80
FLOORING		GAME TIME % GREAT WESTERN	5,230.55
CARROT-TOP INDUSTRIES	42.72	GASTROENTEROLOGY ASSOCIATES	1,595.00
CASE, KARLA	269.00	GCR TIRES & SERVICE	1,014.00
CASPER CENTRAL MINI STORAGE	110.00	GENEVA WOODS LTC & MEDSET	21,337.49
CASPER CONTRACTOR'S SUPPLY	473.00	GEOTEC INDUSTRIAL SUPPLY	1,545.75
CASPER FIRE EXTINGUISHER	34.00	GLOBALSTAR USA LLC	632.74
CASPER MEDICAL IMAGING PC	1,754.00	GRAINGER	366.84
CASPER MTN BIATHLON CLUB	11,858.00	GREEN'S SEWER & DRAIN SVC	1,014.00
CASPER- NATRONA CNTY HEALTH	58,988.63	GREENUP, JENNIFER LYNN	1,962.50
CASPER STAR TRIBUNE/CASPER	2,158.83	GREINER MOTOR CO-CASPER	98,162.80
CASPER TIRE LLC	7,570.24	GW MECHANICAL INC	2,640.00
CASPER WINDOW & DOOR	3,904.70	HALL, SHERRY DIANNE	330.00
CDW GOVERNMENT INC	537.51	HARDEN, CHAD E	5,010.00
CENTRAL PAINT & BODY INC	324.40	HENSLEY BATTERY LLC	139.20
CENTRAL TRUCK & DIESEL	118.66	HIGH PLAINS POWER INC	1,043.02
CENTRAL WYO FAIR AND RODEO	37,628.92	HIGH PLAINS POWER, INC.THERMOP	41,660.00
CENTURYLINK BUSINESS SERVICES	1,265.78	HILL, EILEEN	178.90
CENTURYLINK/SEATTLE	1,172.40	HOFFMAN, DONNA	20.40
CHAMBERS, JOHN D	5,000.00	HOMAX OIL SALES INC	2,116.52
CHARTER COMMUNICATIONS	1,133.34	HOOD'S EQUIPMENT	492.16

HOSE & RUBBER SUPPLY	9.31	RT COMMUNICATIONS INC	39.49
HOWARD SUPPLY CO LLC	751.00	SALT CREEK COMMUNITY	509.76
INLAND TRUCK PARTS CO	271.30	SHAMROCK FOODS COMPANY	19,195.55
INSTALLATION & SERVICE CO INC	480.00	SHIRK'S ENTERPRISES	1,074.00
INTERNATIONAL SOCIETY	100.00	SINCLAIR FLEET TRACK	341.24
INTERSTATE ALL BATTERY CENTER	370.05	SIX ROBBLEES' INC	15.19
ISC INC	4,000.00	SOUND PHYSICIANS OF WYOMING	227.00
JACK'S TRUCK & EQUIPMENT	1,070.00	SOURCEGAS LLC	2,909.73
JACOBSEN, JODDEE	167.20	STATE OF WYOMING PUBLIC	206,112.53
JACOBSON, CONNIE	570.64	STEWART & STEVENSON	4,421.85
JH MECHANICAL	3,450.00	SUMMIT ELECTRIC LLC	1,312.16
JOHN DEERE FINANCIAL	1,099.98	SUPERIOR SIGNS & SUPPLY LLC	38.86
KELLY SERVICES INC	1,188.00	SUTHERLANDS	365.68
KIESTER, JILL	1,713.65	SWANBOM, HANNAH	306.51
KNIFE RIVER	1,847,682.78	TEAM NETWORKS	2,680.50
MARTINEZ, NICK	500.00	THE SANBORN MAP COMPANY, INC.	4,799.48
MCMURRY READY MIX	9,675.94	TICHENOR, ROWAN E MD PC	216.00
MERBACK AWARD COMPANY	25.40	TIM FORCE TIN SHOP	53.51
MIDWEST MEDICAL SUPPLY	108.25	TIRE PROFESSIONALS, INC.	8,068.68
MOUNTAIN STATES LITHOGRAPHING	6,081.62	TLC CLEANING	21,500.00
NACAA	1,005.75	TRUE DRILLING LLC	18,144.00
NAPA AUTO PARTS	1,171.47	TUMA, GEN	1,055.19
NATRONA CNTY SHERIFF'S IMP	690.09	TWO WAY RADIO SERVICES INC	185.00
NATRONA COUNTY FIRE	15,000.00	VERIZON WIRELESS	7,115.73
PROTECTION		VIEWPOINT GOVERNMENT SOL	4,860.00
NATRONA COUNTY ROAD & BRIDGE	211.53	VITTO, RENEA	201.47
NATRONA COUNTY TREASURER	11,322.72	VOTEC CORPORATION	28,700.00
NORCO, INC, SLC, UT	4,198.15	WASTE CONNECTIONS INC.	8,264.85
OUTPATIENT RADIOLOGY, LLC	610.00	WEAR PARTS INC	24.75
PEDEN'S INC	927.00	WESTERN SIGN & DESIGN	102.00
POWDER RIVER SHREDDERS LLC	245.00	WESTERN WYOMING LOCK & SAFE	199.23
POWER SERVICE INC	87.65	WHITE'S MOUNTAIN MOTORS	3,785.87
PRAZMA	2,906.82	WILLOUGHBY, PHILLIP T.	9,830.00
PRINTER PROS	320.00	WOOD, CINDY ATTN Y AT LAW	5,109.74
PRINTWORKS	2,236.91	WORLDWASH LLC	575.00
PROCESS SERVICE OF WYOMING	1,620.00	WYCSA	180.00
PROFESSIONAL CLEANING SYSTEMS	2,666.00	WYOMING CARDIOPULMONARY	103.00
QUALITY OFFICE SOLUTIONS INC	6,109.85	WYOMING MACHINERY	17,366.22
RMI	9,131.24	WYOMING ORAL &	1,820.00
ROCKY MOUNTAIN BEHAVIORAL	1,025.00	WYOMING OTOLARYNGOLOGY PC	265.00
ROCKY MOUNTAIN FIRE	475.00		
ROCKY MOUNTAIN POWER	37,326.40		
ROSE BROS. INC.	2,346.53		3,944,090.41



College of Agriculture and Natural Resources
 Administrative Business Office
 Department 3354, 1000 E. University Avenue, Room 145, Ag C
 Laramie, Wyoming 82071-2000
 (307) 766-4223 • fax (307) 766-2161
 e-mail: jomarie@uwyo.edu

DATE: June 1, 2016
TO: Karla Case, Natrona County Coordinator
FROM: Jo Marie Paintin, Accountant
SUBJECT: FY 2017 County Contracts

Enclosed is a copy of the Salary Agreement for County/UWE personnel. Please have the contract signed by the County and returned to my office as soon as possible. Please retain a copy for your records.

The agreement for your County Contract is as follows:

Natrona County Nutrition Extension Educator, 100% benefited. County pays 50% of salary. Extension pays the balance of salary and benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
Case, Karla	Salary	\$ 5,739.00	\$ 5,739.00	\$ 5,739.00	\$ 5,739.00	\$ 22,956.00
Nutrition Ext Educator	Fringe	N/A	N/A	N/A	N/A	\$ -
	Total	\$ 5,739.00	\$ 5,739.00	\$ 5,739.00	\$ 5,739.00	\$ 22,956.00

Natrona County 4-H Extension Educator, 100% benefited. County pays 50% of salary. Extension pays the balance of salary and benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
Jacobsen, Joddee	Salary	\$ 5,023.50	\$ 5,023.50	\$ 5,023.50	\$ 5,023.50	\$ 20,094.00
4-H Ext Educator	Fringe	N/A	N/A	N/A	N/A	\$ -
	Total	\$ 5,023.50	\$ 5,023.50	\$ 5,023.50	\$ 5,023.50	\$ 20,094.00

Natrona County Horticulture University Extension Educator. County pays \$15,826 of salary. City pays \$25,136 of salary. Extension pays remainder of salary and all benefits. The County will be billed quarterly by Extension.

Employee		1st Qtr. - Due Oct. 2016	2nd Qtr. - Due Jan. 2017	3rd Qtr. - Due April 2017	4th Qtr. - Due June 2017	Yearly Total
Hoffman, Donna	Salary	\$ 3,956.50	\$ 3,956.50	\$ 3,956.50	\$ 3,956.50	\$ 15,826.00
Hort Ext Educator	Fringe	N/A	N/A	N/A	N/A	\$ -
	Total	\$ 3,956.50	\$ 3,956.50	\$ 3,956.50	\$ 3,956.50	\$ 15,826.00

If you have any questions please contact me.

SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement (“Agreement”) is made and entered into by and between the University of Wyoming (“University”) and the Commissioners of **Natrona** County (“County”).

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of nutrition programming (position currently held by **Karla Case**); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **June 1, 2016**.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **\$22,956.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$5,739.00 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, **Natrona** County

Chairman

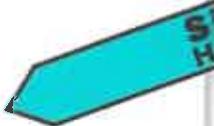
Date

Director, University of Wyoming Extension

Date

Procurement Services Manager
University of Wyoming

Date



APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: *[Signature]*
DATE: 6/13/16

SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement (“Agreement”) is made and entered into by and between the University of Wyoming (“University”) and the Commissioners of **Natrona** County (“County”).

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of 4-H and other youth programming (position currently held by **Joddee Jacobsen**); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **June 1, 2016**.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **\$20,094.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$5,023.50 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreement shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, **Natrona** County

Chairman

Date

Director, University of Wyoming Extension

Date

Procurement Services Manager
University of Wyoming

Date

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY: *St. Luke*
DATE: 6/13/16

SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement (“Agreement”) is made and entered into by and between the University of Wyoming (“University”) and the Commissioners of **Natrona** County (“County”).

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an additional Extension professional to assist and encourage the development of horticulture programming (position currently held by **Donna Hoffman**); and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated **June 1, 2016**.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute **\$15,826.00** annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$3,956.50 due in October 2016, and January, April, and June 2017.**
- 2. Term and termination.** The term of this Agreement shall commence on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Board of County Commissioners, **Natrona** County

Chairman

Date

Director, University of Wyoming Extension

Date

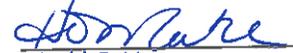
Procurement Services Manager
University of Wyoming

Date

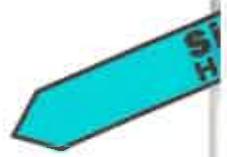
APPROVED
NATRONA COUNTY ATTORNEY

BY:

DATE:



6/13/16





Natrona County Road & Bridge Department

538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9311; 265-2743 (f)

June 13, 2016

Memo To: Forrest Chadwick, Chairman of Board of County Commissioners,
Commissioners and Heather Duncan Malone, County Attorney

From: Mike Haigler, Road & Bridge Superintendent *MH*

Subject: Agreement for Cutting Fire Damaged Trees in Ponderosa Road

The Road & Bridge Department worked with the landowners along Ponderosa Road CR 507 to get permission to remove trees that were damaged by the Sheepherder Hill fire September of 2012. We had hoped to start this project in the fall of 2013 however; due to early snow in October and the failure of some landowners to get their agreements back to us, the project was delayed.

Bids were sent out and were due back July 16, 2014 however; none were received and therefore; I selected a local contractor David Zitterkopf who was interested and able to perform the required work. He proposed that he could perform the required work for a lump sum of \$20,000 and indicates he would be able to complete the project by late June 2015. Mr. Zitterkopf became severely ill during the project and had to be hospitalized and as it turned out his contract was terminated two thirds of the way into the project.

I have now contracted with Robert P. Debyah to finish the work that Mr. Zitterkopf was unable to complete for a not to exceed price of \$18,000.

The damaged trees will be removed 75' back on both sides of the roadway and this should eliminate the potential for a tree to fall across the county road or to cause an accident.

Please sign the document and return it to the Road and Bridge Department and we will return a copy to the contractor.

Funding for this project will come from the Road & Bridge budget.

A G R E E M E N T
For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this 21st day of June, 2016, by and between the Board of County Commissioners of Natrona County, Wyoming, whose address is 200 N. Center St., Suite 115 Casper, WY 82601 (the "County"), and Robert P. Debyah, 1635 Fremont Avenue, Casper, WY 862604 ("Contractor").

WHEREAS, the County desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services: The County agrees to retain Contractor to provide the services set forth and described in Attachment A, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The County reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

2. Compensation:

a. Amount. As compensation for performance of the Services, the County agrees to pay Contractor a sum not to exceed \$18,000.00.

b. Invoices and Payment: The County shall make payment upon receipt and approval of invoices submitted by Contractor. Invoices shall be submitted to the County not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

c. IRS Form W-9: Contractor shall provide to the County a completed Internal Revenue Service Form W-9 not later than the date upon which Contractor submits its first invoice to the County for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. Term: Unless extended by written agreement of the parties, this Agreement shall be from the date first written above until the completion of the Services no later than October 30, 2016.

4. Monitoring and Evaluation: The County reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the County.

5. County Property: Reports, surveys, maps, plans, drawings, photographs and any other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered County property.

6. Independent Consultant: The parties agree that Contractor shall be an independent contractor and shall not be an employee, agent or servant of the County. Consultant is not entitled to workers' compensation benefits from the County and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

7. Insurance:

a. Professional Liability Insurance: If Contractor is an architect, landscape Architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the County otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Other Insurance: During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

c. Evidence of Coverage Before commencing work under this Agreement, Contractor shall furnish to the County certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the County shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save and hold harmless the County and its officers, employees and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever arising from or out of any breach of contract or negligent act or omission or other tortious conduct of Contractor, its officers, employees or agents in the performance or nonperformance of its obligations under this Agreement.

10. Compliance with Applicable Law. Contractor hereby covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

11. Termination.

a. Generally. The County may terminate this Agreement without cause if it determines that such termination is in the County's best interest. The County shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least seven (7) calendar days prior to the effective date of termination. In the event of such termination by the County, the County shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the County.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the County shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the County, the County shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the County from Contractor is determined.

12. Wyoming Governmental Claims Act: The County does not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq., and the County specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Government Claims Act.

13. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Wyoming, and venue shall be in the County of Natrona, State of Wyoming. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the parties shall pay their own respective court costs and attorneys fees.

14. No Assignment. Consultant shall not assign this Agreement without the County's prior written consent.

15. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the County nor Contractor shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

16. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

18. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the County and Consultant shall be deemed to be only an incidental beneficiary under this Agreement.

19. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

21. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to County:	Name:	Mr. Mike Haigler
	Title:	Road, Bridge Director
	Address:	P.O. Box 84 Mills, Wyoming 82644
If to Consultant:	Name:	Robert P. Debyah,
	Title:	Contractor 1635 Fremont Avenue
	Address:	Casper, WY 862604

22. Time of the Essence. Contractor acknowledges that time is of the essence of this Agreement. Contractor's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in Attachment A, shall be deemed a breach of this Agreement.

23. Contractor's Remedies for Breach.

a. Contractor may terminate this Agreement in the event of non-payment of sums due. In the event Contractor elects to terminate this Agreement for non-payment of sums due, Contractor shall first provide the County notice of Contractor's intent to terminate and allow the County thirty (30) days within which to make payment. Contractor's termination shall become effective immediately upon the County's failure to make payment within such thirty-day period.

b. Pending resolution of any material breach by the County, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY OF NATRONA, WYOMING

Forrest Chadwick, Chairman

Board of County Commissioners

Attest:

Renea Vitto, County Clerk

Approved as to form:

Stonlake
Natrona County Attorney
Robert P. Debyah

Robert P Debyah

Signature *DBA Bob's Tree Service*
Robert P Debyah OWNER
Printed Name & Title

ATTACHMENT A

TECHNICAL SPECIFICATIONS

1. The Contractor shall in the Designated Units within the 75' boundary on each side of centerline of Ponderosa Road (CR 507), cut down and remove all damaged (burnt) trees that are 6" in diameter or larger. The lower branches on all residual trees, including boundary trees are to be pruned off to a height of ten (10) feet. The trees to be cut are 6" in diameter or larger and were burnt during the Shepherd Hill Fire in 2012.
2. The Contractor shall furnish all labor, equipment, supplies, and material necessary cut and remove the damaged tree stands and remove or chip resulting slash within the 75' boundary from each side of the centerline of CR 507 Ponderosa Road into the private lands noted on the map. The exception would be in areas landowners have not given permission to cut trees, these areas will only be cut 33' on each side of the county road right-of-way.
3. The Contractor shall cut trees with an axe, power saw, or other method approved by the Road and Bridge Department.
4. The Contractor shall cut stumps as low to the ground as possible and in no event higher than six (6) inches on the high ground side.
5. The Contractor shall determine and follow the wishes of each individual landowner in regards to leaving or remove all commercial material over 3 inches in diameter upon arrangement with the Road and Bridge Department.
6. The Contractor shall chip on site or remove all damaged down trees, slash within two (2) week of felling of trees; shall not open more than two (2) properties at any one time. If two (2) properties are opened, Contractor shall complete a least one of the open properties, before opening another.
7. The Contractor shall contact the power utility company before removing any problem trees regarding power lines.
8. The Contractor shall contact the Natrona County Road, Bridge Department regarding traffic control while removing problem trees along the any Casper Mountain Roads.
9. The Contractor shall keep all secondary roads and trails on the units clear of slash and open to travel when not working in that area.

10. The Contractor shall exercise due care to minimize damage to any leaved trees.
11. The Contractor shall have within a three (3) minute round-trip of each saw: one (1) round pointed #0 to a #2 long handled shovel with serviceable handle and one (1) 6BC rated fire extinguisher.
12. The Contractor may establish a camp and campfires in Natrona County Parks designated campgrounds only. Contractor must follow all Natrona County Parks rules for camping, camp fires and Parks use.
13. Trees or Slash not utilized by the contractor or landowner may be placed in the County slash pile located near Tower Hill.

RESOLUTION NO. 17-16

WHEREAS, certain offices and departments of Natrona County have received unanticipated revenue or need to transfer funds from one line item to the other in the fiscal year ending June 30, 2016; and

WHEREAS, it is proposed to make transfers of funds to supplement the following funds; and

WHEREAS, no protests were received regarding such transfer.

NOW THEREFORE, in consideration of the premises, be it resolved that the transfer be approved as follows:

FROM:	Unanticipated Revenue	\$1,178,253.88
	Commissioners/County Attorney Involuntary Commitment Expense 7922-005-33	\$38,927.25
	Child Support Enforcement Legal Notice Publications 7501-005-26	\$25,000.00
	Cooperative Extension Contract Labor/Services 7031-001-85	\$12,000.00
	Clerk of Court/District Court Court Commissioner 7942-004-12	\$5,327.75
	Clerk of Court/District Court Court Appointed Attorney 7944-004-12	\$26,705.00
	Commissioners/General Accounts Litigation/Legal Expense 7922-005-33	\$8,280.29
	Commissioners/Projects, Grants Juvenile Services Grant 9243-005-34	\$72,730.81
	Commissioners/Projects, Grants Coroner Grant 9269-005-34	\$5,142.40
	Commissioners/Projects, Grants WY Business Council Grant 9274-005-34	\$846,899.50
	Commissioners/Projects, Grants Economic Development/EDJPB 9279-005-34	\$137,240.88
FROM:	SLIB Funds	\$297,886.00
TO:	Commissioners/Capital Outlay Equipment-Sheriff 7136-005-39	\$297,886.00

FROM:	County Road Fund	\$478,505.14
TO:	Commissioners/County Roads Kortes Road 9128-700-36	\$21,340.76
	Commissioners/County Roads Kortes Bridge Repair 9129-700-36	\$457,164.38
FROM:	Transportation Fund	\$1,290,483.25
TO:	Commissioners/County Roads Six Mile North-WYDOT 8469-700-36	\$2,731.13
	Commissioners/County Roads County Roads-General 9130-700-36	\$3,610.00
	Commissioners/County Roads Notches Bridge 9180-700-36	\$2,515.99
	Commissioners/County Roads Trappers Route Road Gravel (NR) 9198-700-36	\$51,382.45
	Commissioners/County Roads Lone Bear Drainage Repairs (NR) 9290-700-36	\$281,727.56
	Commissioners/County Roads Ormsby Road Gravel (NR) 9292-700-36	\$948,516.12

DATED this 21st day of June 2016

**BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING**

Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

NOTICE OF HEARING

Notice is hereby given of a public hearing on the proposed transfer of funds to supplement the following funds in the amount shown:

FROM:	Unanticipated Revenue	\$1,178,253.88
	Commissioners/County Attorney Involuntary Commitment Expense 7922-005-33	\$38,927.25
	Child Support Enforcement Legal Notice Publications 7501-005-26	\$25,000.00
	Cooperative Extension Contract Labor/Services 7031-001-85	\$12,000.00
	Clerk of Court/District Court Court Commissioner 7942-004-12	\$5,327.75
	Clerk of Court/District Court Court Appointed Attorney 7944-004-12	\$26,705.00
	Commissioners/General Accounts Litigation/Legal Expense 7922-005-33	\$8,280.29
	Commissioners/Projects, Grants Juvenile Services Grant 9243-005-34	\$72,730.81
	Commissioners/Projects, Grants Coroner Grant 9269-005-34	\$5,142.40
	Commissioners/Projects, Grants WY Business Council Grant 9274-005-34	\$846,899.50
	Commissioners/Projects, Grants Economic Development/EDJPB 9279-005-34	\$137,240.88
FROM:	SLIB Funds	\$297,886.00
TO:	Commissioners/Capital Outlay Equipment-Sheriff 7136-005-39	\$297,886.00
FROM:	County Road Fund	\$478,505.14
TO:	Commissioners/County Roads Kortes Road 9128-700-36	\$21,340.76
	Commissioners/County Roads Kortes Bridge Repair 9129-700-36	\$457,164.38

FROM:	Transportation Fund	\$1,290,483.25
TO:	Commissioners/County Roads Six Mile North-WYDOT 8469-700-36	\$2,731.13
	Commissioners/County Roads County Roads-General 9130-700-36	\$3,610.00
	Commissioners/County Roads Notches Bridge 9180-700-36	\$2,515.99
	Commissioners/County Roads Trappers Route Road Gravel (NR) 9198-700-36	\$51,382.45
	Commissioners/County Roads Lone Bear Drainage Repairs (NR) 9290-700-36	\$281,727.56
	Commissioners/County Roads Ormsby Road Gravel (NR) 9292-700-36	\$948,516.12

The said hearing will be held at the County Commissioners meeting room, Natrona County Courthouse 200 North Center, Casper, Wyoming on the 21st day of June 2016 at 5:30 p.m. at which time any and all persons interested may appear and be heard respecting such transfer of funds. Dated at Casper, Wyoming, this 16th day of June 2016

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING
Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

Publish: June 20, 2016

Memorandum

To: Renea Vitto/County Clerk
CC: County Commissioner's, Tom Doyle, Treasurer
From: Tracy Good/Chief Deputy County Clerk *Good*
Date: 6/16/2016
Re: Transfer of Funds

Please do the following transfers:

From: Unanticipated Revenue

To: Involuntary Commitment Expense/7922-005-33	\$ 38,927.25
Legal Notice Publications/7501-005-26	\$ 25,000.00
Contract Labor/Services/7031-001-85	\$ 12,000.00
Court Commissioner/7942-004-12	\$ 5,327.75
Court Appointed Attorney/7944-004-12	\$ 26,705.00
Litigation/Legal Expense/7922-005-33	\$ 8,280.29
Juvenile Services Grant/9243-005-34	\$ 72,730.81
Coroner Grant/9269-005-34	\$ 5,142.40
WY Business Council Grant/9274-005-34	\$ 846,899.50

From: SLIB Funds

To: Equipment-Sheriff/7136-005-39	\$ 297,886.00
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From: County Road Fund

To: Kortes Road/9128-700-36	\$ 478,505.14
Kortes Bridge Repair/9129-700-36	\$ 21,340.76
Six Mile North-WYDOT/8469-700-36	\$ 2,731.13
County Roads-General/9130-700-36	\$ 3,610.00
Notches Bridge/9180-700-36	\$ 2,515.99
Trapper Route Road Gravel/9198-700-36	\$ 51,382.45
Lone Bear Drainage Repairs/9290-700-36	\$ 281,727.56
Ormsby Road Gravel/9292-700-36	\$ 948,516.12

Thank you.

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONER
FROM: HEATHER DUNCAN-MALONE – COUNTY LEGAL
SUBJECT: AMENDED - TRANSFER OF FUNDS *(Handwritten initials)*
DATE: APRIL 8, 2016

Monies received from Out of County Involuntary Commitments.
 Fiscal Year to Date – July, 2015 through December, 2015
 Please transfer the following funds from Unanticipated Revenue to:

Natrona County

	<u>Clerk of District Court</u>		<u>Legal Department</u>
	Court Commissioner #7942-004-12	Court Appointed Attorney #7944-004-12	#7901-005-25
Converse	\$206.25	\$1,470.00	\$2,006.25
	\$187.50	\$980.00	\$1,387.50
Crook	\$37.50	\$245.00	\$237.50
Fremont	\$337.50	\$1,715.00	\$3,137.50
		\$245.00	
	\$300.00	\$1,225.00	\$1,900.00
Hot Springs	\$56.25	\$245.00	\$456.25
	\$37.50	\$245.00	\$237.50
Johnson	\$187.50	\$1,470.00	\$1,787.50
	\$37.50	\$735.00	\$637.50
	\$37.50	\$245.00	\$437.50
Laramie	\$18.75	\$490.00	\$418.75
	\$225.00	\$980.00	\$1,425.00
Lincoln	\$56.25	\$245.00	\$456.25
Niobrara	\$18.75	\$245.00	\$218.75
	\$37.50	\$490.00	\$437.50
Park	\$468.75	\$1,715.00	\$3,268.75
	\$150.00	\$490.00	\$950.00
Washakie	\$0.00	\$245.00	\$200.00
Weston	\$37.50	\$245.00	\$437.50
Out Of State	\$356.25	\$2,695.00	\$3,556.25
	\$243.75	\$1,470.00	\$1,643.75
	\$487.50	\$2,695.00	\$3,887.50
TRANSFER AMOUNTS	\$3,525.50	\$20,825.00	\$29,125.00

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONER
FROM: HEATHER DUNCAN-MALONE – COUNTY LEGAL
SUBJECT: TRANSFER OF FUNDS
DATE: JUNE 9, 2016

Monies received from Out of County Involuntary Commitments.
Fiscal Year to Date –January, 2016 through March, 2016
Please transfer the following funds from Unanticipated Revenue to:

Natrona County

	<u>Clerk of District Court</u>		<u>Legal Department</u>
	Court Commissioner #7942-004-12	Court Appointed Attorney #7944-004-12	#7901-005-25
Converse	\$559.50	\$2,205.00	\$3,159.50
Fremont	\$145.50	\$490.00	\$745.50
Hot Springs	\$112.50	\$245.00	\$512.50
Johnson	\$69.00	\$245.00	\$469.00
Laramie	\$70.50	\$490.00	\$470.50
Lincoln	\$15.00	\$245.00	\$215.00
Park	\$317.25	\$735.00	\$1,717.25
Weston	\$90.00	\$245.00	\$490.00
State of Wyoming	\$423.00	\$980.00	\$2,023.00
TRANSFER AMOUNTS	\$1,802.25	\$5,880.00	\$9,802.25

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS – RENE VITTO
FROM: HEATHER DUNCAN-MALONE
NATRONA COUNTY ATTORNEY
SUBJECT: TRANSFER OF FUNDS
DATE: APRIL 26, 2016



Please transfer the following funds from

Unanticipated Revenue to:

- 7922-005-33 – Litigation Expenses \$ 8,280.29
 - Monies refunded from Wyoming Association of Risk Management for Litigation Expenses.

Cash Sale

NATRONA COUNTY GENERAL FUND
200 N. Center
Casper, WY 82601
3072359470

Invoice Number: 0089657-CA

Invoice Date: 4/22/2016

Salesperson: TRD

Tax Schedule:

WARM Wyo Assoc of Risk Mgt

Customer Number: CASH

Customer P.O.:

Ship VIA:

Terms: NO TERMS

Contact:

Item Code	Description	UM	Quantity	Price	Amount
6299	MISCELLANEOUS-COMMISSIONERS Ck 9010--Reimb for Litigation Exp 27161NC 27165NC		1.000	8,280.290	8,280.29

TRD

Net Invoice:	8,280.29
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	8,280.29

9010

Wyoming Association of Risk Management

P O Box 427
Cheyenne, WY 82003
307-433-9400



99-7011/3070

4/15/2016

PAY TO THE ORDER OF Natrona County

\$ **8,280.29

Eight Thousand Two Hundred Eighty and 29/100 ***** DOLLARS

Natrona County WY
200 N. Center, Suite 300
Casper, WY 82601

Wyoming Association of Risk Management

Carrie J. Boque
AUTHORIZED SIGNATURE

MEMO

⑈009010⑈ ⑆307070⑆ ⑆5⑆ ⑆47497000645⑈

Wyoming Association of Risk Management

9010

Natrona County

Date	Type	Reference	Original Amt.	Balance Due	4/15/2016 Discount	Payment
4/15/2016	Bill	27165NC - Sparks	3,729.79	3,729.79		3,729.79
4/15/2016	Bill	25161NC - Seith	4,550.50	4,550.50		4,550.50
Check Amount						8,280.29

U.S. Bank

8,280.29