



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, August 2, 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. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

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

I. APPROVAL OF JULY 19, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$294,089.89

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Ratification of Alcova Reservoir Boat Club Lease (*tabled from 6-7-2016*)

B. Amendment to the Alcova Reservoir Boat Club Lease (*tabled from 6-7-2016*)

C. Resolution 22-16 Authorizing an Increase of Operations and Maintenance Charges for the Pursel Lands Improvement and Service District

D. MOU between the State of WY, WY Guardian Ad Litem Program, a Division of the Office of the State Public Defender and NC, WY

E. Ratification of Resolution 21-16-A Placing Additional Partial Fire Closure Restrictions on Natrona County, Wyoming, Due to the Increasing Fire Danger

F. Memorandum of Understanding between the Board of County Commissioners of Natrona County and the Town of Midwest

G. Pathfinder Reservoir SHORT-TERM Concessionaire Contract

H. Alcova Reservoir SHORT-TERM Concessionaire Contract

IV. BONDS

A. Shannon Dutcher – NC Library Board - Treasurer

V. STATEMENT OF EARNINGS

County Clerk	\$110,349.15
Clerk of Court	\$19,976.24
Planning	\$14,167.65
Lake	\$87,820.
Parks/Mtn	\$222.10
TOTALING	\$232,535.14

VI. PETITION & AFFIDAVIT FOR CANCELLATION OF TAXES TOTALING \$6,086.68: 2013 BURLINGTON RESOURCES O&G CO - \$4011.83; 2013 CHEVRON ISA INC - \$236.73; 2015 XL HARDBANDING & FAB INC - \$1838.12

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
July 19, 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, Deputy-County Attorney Charmaine Reed, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Consent Agenda:

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

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Shawn O'Brien (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 6:20 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:
NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB INC	5,630.66	EMERGENCY MEDICAL PHYSICIANS	2,318.00
71 CONSTRUCTION	712.11	ENERGY LABORATORIES INC	87.00
A&I / ST OF WY ENT TECH	62.05	FASTENAL COMPANY	81.31
AAA SEWER & DRAIN SERVICE INC	150.00	FIRST CALL COMMUNICATIONS	39.50
AIRGAS USA LLC	102.59	FIRST INTERSTATE BANK	586.58
ALCOHOL & DRUG TESTING, INC.	1,162.00	FLEMING SUPPLY INC	18.05
ALL AROUND TOWING LLC	477.00	GARLICK LAW OFFICE, PC	10,870.00
ALL OUT FIRE	100.00	GENEVA WOODS LTC & MEDSET	15,244.01
ALL OUT FIRE	100.00	GEOTEC INDUSTRIAL SUPPLY	73.50
ALSCO	306.35	GRAINGER	301.82
AMERICAN INSTITUTE TOXICOLOGY	1,360.00	GREINER MOTOR CO-CASPER	764.52
AMERICAN MEDICAL BROKERS	3,562.92	GRIZZLY EXCAVATING	38,184.43
AMERI-TECH EQUIPMENT COMPANY	1,563.97	HARDEN, CHAD E	5,010.00
ATLAS OFFICE PRODUCTS	260.10	HEARTLAND CENTER FOR	295.00
AUDIES SMALL ENGINE	12.80	HENSLEY BATTERY LLC	565.40
B G SALES, LLC	508.40	HIGH PLAINS POWER INC	480.18
BARTEN, REBECCA	58.35	HOFFMAN, DONNA	491.64
BENNETT, THOMAS L MD	7,308.30	HOSE & RUBBER SUPPLY	43.47
BEST FRIENDS VETERINARY	157.60	HUB INTERNATIONAL INS	100.00
BLOEDORN LUMBER - CASPER	27.57	HUCKE, SAMUEL	203.12
BRAKE SUPPLY CO INC	1,269.48	INDUSTRIAL DISTRIBUTORS	139.98
BROWN, JACQUELINE K	5,000.00	INLAND TRUCK PARTS CO	100.33
CASPER AREA CHAMBER COMM	75.00	JACK'S TRUCK & EQUIPMENT	88.49
CASPER BOAT CLUB	122.33	JACOBSON, CONNIE	79.88
CASPER CONTRACTOR'S SUPPLY	153.41	KADRMAS LEE & JACKSON INC	1,680.12
CASPER MANUFACTURING INC	41.42	KIESTER, JILL	147.12
CASPER MEDICAL IMAGING PC	2,396.00	LARIMER CNTY SHERIFF'S OFFICE	13.80
CASPER- NATRONA CNTY HEALTH	300.00	LAW ENFORCEMENT TARGETS INC	3,029.20
CENTRAL WY NEUROSURGERY	82.65	MATCO TOOLS	25.96
CENTRAL WY FAIR AND RODEO	10,202.90	MATTHEW BENDER & CO INC	576.93
CENTURYLINK BUSINESS SERVICES	1,255.19	MERBACK AWARD COMPANY	26.10
CENTURYLINK/SEATTLE	1,207.87	MERCER FAMILY RESOURCE CNTR	15,136.40
CHAMBERS, JOHN D	5,000.00	MIDWEST HOSE & SPECIALTY INC	37.56
CHARLES D JONES CO INC	99.52	MIDWEST MEDICAL SUPPLY	493.56
CHARTER COMMUNICATIONS	276.22	MILLS POLICE DEPARTMENT	124.00
CITY OF CASPER	6,348.81	MILLS, TOWN OF	792.71
CIVICPLUS	14,336.00	MISSION COMMUNICATIONS LLC	347.40
CLERK OF DISTRICT COURT	2,586.45	NAPA AUTO PARTS	1,077.61
CMS COMMUNICATIONS INC	328.68	NATIONWIDE	50.00
COASTAL CHEMICAL CO LLC	1,244.89	NATRONA COUNTY TREASURER	5,661.00
COCA-COLA BOTTLING COMPANY	173.60	NEWCOMER FUNERAL HOME	1,000.00
COMMUNICATION TECHNOLOGIES	1,042.50	NORCO, INC, SLC, UT	633.96
COTTON, TIMOTHY C PC	6,739.54	OUTPATIENT RADIOLOGY, LLC	1,539.00
COWBOY CHEMICAL	1,199.00	PAETEC	14.43
CRUM ELECTRIC SUPPLY CO	725.79	PEDEN'S INC	216.00
DAN'S AUTO ELECTRIC	177.50	PLANNER PADS CO	52.71
DATALINE ASSOCIATES	165.99	POWDER RIVER SHREDDERS LLC	175.00
DECKER AUTO GLASS	225.00	PRINTWORKS	222.91
DEX MEDIA	12.00	PROFESSIONAL CLEANING	
DIV OF CRIMINAL	39.00	SYSTEMS	2,666.00
DOOLEY OIL CO INC	13,746.05	QUALIFICATION TARGETS INC	972.81
DOOLEY OIL/CASPER	13.00	QUALITY OFFICE SOLUTIONS INC	2,270.71
EAGLE UNIFORM & SUPPLY CO	321.44		
REYNOLDS, WAYNE	10.97	SECRETARY OF STATE	30.00
RICOH USA INC	106.26	SHAMROCK FOODS COMPANY	28,845.02
ROCKY MOUNTAIN INFORMATION	250.00	SLOANES GENERAL STORE	129.91

SOURCEGAS LLC	3,911.92	WHITE'S MARINE CENTER	644.60
SPILLMAN TECHNOLOGIES INC	18,820.00	WIMACTEL INC	140.00
STEARNS, JANE MS LPC	200.00	WOOD, CINDY ATTN Y AT LAW	5,051.90
THOMSON REUTERS - WEST	2,573.77	WYDOT-FINANCIAL SVCS	7,875.85
THOS Y PICKETT & COMPANY INC	4,000.00	WYOMING CARDIOPULMONARY	103.00
TICHENOR, ROWAN E MD PC	264.00	WYOMING LAW ENFORCEMENT	1,776.00
TIM FORCE TIN SHOP	43.72	WYOMING ORAL &	130.00
TLC CLEANING	800.00	WYOMING OTOLARYNGOLOGY PC	183.00
TUMA, GEN	480.00	WYOMING RENTS LLC	870.00
TWO WAY RADIO SERVICES INC	185.00	WYOMING WOUND CARE CENTER	87.00
VERIZON WIRELESS	158.78		
VITTO, RENE A	331.48		
WACO 2016	375.00		294,089.89
WEAR PARTS INC	33.50		

RESOLUTION NO. 22-16

**A RESOLUTION AUTHORIZING AN INCREASE OF OPERATIONS
AND MAINTENANCE CHARGES FOR THE
PURSEL LANDS IMPROVEMENT AND SERVICE DISTRICT**

WHEREAS, counties are empowered to establish improvement and service districts pursuant to W.S. 18-12-101 et seq., as amended; and

WHEREAS, W.S. 18-12-112(a) provides:

Each District may... (xxi) With the approval of the board of county commissioners, establish and collect charges for the use of any improvement to cover the cost of operating and maintaining the improvements. Following approval of the county commissioners and upon application by a district, an assessment roll shall be created by the county assessor's office to facilitate the collection of the improvement operation and maintenance charges, whether or not the assessor has created an assessment roll for the collection of indebtedness,

and;

WHEREAS, Pursel Lands Improvement and Service District was created after a public hearing and election on April 17, 1990; and

WHEREAS, Pursel Lands Improvement and Service District has requested that the Board of County Commissioners approve an increase of operations and maintenance charges from \$100.00 per year to \$240.00 per year per lot for all property owners within the District, and that the approval be forwarded to the Natrona County Assessor; and

WHEREAS, the Board of County Commissioners have reviewed the proposed increase of operations and maintenance charges and finds them to be reasonable and in the best interest of the public.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, hereby approves the proposed increase of operations and maintenance charges proposed by the Pursel Lands Improvement and Service District, from \$100.00 per year to \$240.00 per year per lot for all property owners within the District.

DATED this 2nd day of August, 2016.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Renea Vitto, County Clerk

Forrest Chadwick, Chairman

Pursel Lands and Improvement District

Resolution

July 10, 2016

WHEREAS, the Pursel Lands Improvement and Service District would like to raise the yearly assessment of currently \$100 to \$240 per lot for all property owners in the District. A meeting was held on April 26, 2016 for members to vote on this assessment.

WHEREAS, the rise in rates will be used for the benefit of all property owners within the District providing safe roads. Currently the funds received are not adequate to provide snow removal and enhance the roads at the level they need to be at.

WHEREAS, adoption of this resolution by the membership, and;

WHEREAS, the Natrona County Assessor has on file the assessment roll for the Pursel Lands and Improvement and Service District, collections of assessments will be made pursuant to Wyoming Statutes 18-12-119.



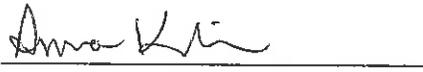
Kyle Schanck, President
Pursel Lands and Improvement District

7/10/2016
Date



Gail Leslie, Treasurer
Pursel Lands and Improvement District

7/10/16
Date



Anna Kinder, Secretary
Pursel Lands and Improvement District

07/10/16
Date

Pursel Lands and Improvement District

Annual Meeting

4/26/2016

Attendance: Jon and Anna Kinder, Jim and Gail Leslie, Becky and Kyle Schank, Paul and Connie Simonton, Darwin Stark, Douglas Harvey, Richard Holcomb, Dave Wheeler, Mike and Becky Lovelace, Anna Darling, Grace Collister, Kathy Allison-Walter, Casey Allison and Mike Santistevan, Lisa and Bill Mixer, Kevin and Bonnie Gish, John Robertson, Bryan Costello

Meeting called to order at 7:01pm

Minutes reviewed, motion to approve by Jim Leslie and seconded by Bill Mixer.

Treasurer's report reviewed:

\$23,319 total budget

\$25,209.35 revenue

\$9,944 Road Maintenance

\$3,255 snow removal

\$100.00 bond fee

\$20.00 meeting room

\$33.37 mailing expense

\$9,611.25 as of June 30, 2016 balance

At current rate, \$2,211.25 at the end of June 30, 2017

Gail voiced concern with the keeping the road open at all times- difficult in weather- we are out in the country.

***NO more dolomite- recommend crushed asphalt-discussed not able to make big changes at current rate-not enough money. North and South roads need attention. Sharrock and Shetland is one of the more traveled roads. Riverside is in good shape.

Transitions Moonbeam and transition to Red Butte- discussed Larry and his wanting to see what we have.

Kathy Allison asked about crowning roads and not sway back- bring up gravel up from ditch.

50 foot easement- will need to pull up from ditch- road needs to be crowned.

Waiting for when it's soft and not dried out.

Crushed asphalt –crushed road mill. Question when the roads were ripped. Roads are producing a great deal of dust. When people drive fast it makes much worse.

Mr. Hauge brought up that his son is an operator.

Must do it when the road is wet or damp.

Richard Holcomb asked about income= discussed examples other HOA fees. Richard recommend a raise in the fees.

It is noted that we need to propose it- go through county commissioners and final resolution vote. Send out ballot to vote.

Motion to raise rates from \$100 to \$200 for fees. Brian Costello expressed concern that we won't get anywhere if we don't. Updated motion

Paul Simonton abstained vote due to not getting what he wants.

There are 16 members- homeowners are present. Mr. Gish made second. Discussions was had- Bill Mixer asked to raise to \$240. Second by Anna Daring. We will take to county commissioners and start process.

Discussed need for President. Mr. Lovelace clarified the process.

Office vote was had for homeowners' fees- fees \$200= 5 votes, \$240=11 votes.

Mr. Wheeler questioned majority.

Will talk with Tom Davis, Steve Schlager and Gail will talk to Renee Vito.

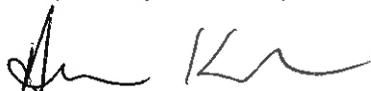
Will send note out explaining process and vote or whatever is needed- will it majority. Costello talked about asphalt needs fixed- sealed etc. and will help extend life.

Voting for: Kyle Schanck was nominated for President and elected.

Discussed 4-wheelers and need for license. Recommend contacting the Sheriff

Meeting adjourned at 8:10.

Respectfully submitted,



Anna Kinder, Secretary

Pursel Lands and Improvement District

Pursel Lands Improvement and Service District

Meeting Minutes for May 7, 2015

Attendance: Jim and Gail Leslie, Steve Adams, Paul Simonton, Kevin and Bonnie Gish, Edward and Elaine Hogue, Jon and Anna Kinder, Craig Toal, Kathy Allison-Wolter, Casey Allison, Michael Santistevan, Greg Renton, Lisa Mixer, John Robertson, Robert Mintle, Richard Holcombe, Kyle Schanck, Richard Rogers.

Meeting called to order by Richard Rogers at 6:56pm.

Introductions: Richard Rogers, President, Anna Kinder, Secretary, and Gail Leslie, Treasurer

Minutes: None available from prior board

Treasurer's Report: January Balance \$19,495.02, have had \$4,104.08 in deposits, with expenses totaling for room rent, snow removal, board requirements \$695 for a **final total \$22,904.10.**

Discussed proposed budget:

\$10,000 road maintenance

\$ 1,000 snow removal

\$ 5,000 fall road maintenance

leaving \$7,000 and will begin building up again

For clarification: Money comes from the county- rolling deposits, with majority coming in spring. There are 80 lots at \$100/each, and can have up to 80 different deposits.

Roads Committee: This is an appointed committee by the Board that will contact possible contractors and get bids to repair and maintain roads. Jon Kinder was appointed by the board due to past experiences with contractors and working knowledge of road maintenance. Jon reported that he contacted four different contractors: H&J-Larry Meyer, Bulldog-Terry(his maintainer is out), Laser-Dave (semi-retired), 71 Construction and Andreen Hunt too busy- perhaps in the fall.

H&J sent a bid for prep and finish which included 6 truck trains rock and asphalt and 6 end dumps. Terms would be \$9945- which is a little less than before. The County does require a 50 foot road easement. Jon recognizes there is a lot of material along the edges. Larry has the "time", money is in place and Jon will be the go to person. There was a lot of discussion of the type of material that is acceptable to use (rotomill, rock, limestone, gravel etc), how the road should be crowned, and it was discussed to write expectations down for Larry to follow. It was decided that there will be a consensus that all home owners will work together and allow road maintenance be completed by Board approved contractor. Discussed a surveyor- but that would be an added expense. There should be enough new owners to know the property lines. It is discussed that Larry would be paid upon a satisfactory job. In the fall, the roads would be graded again for road work every 6 months. Motion set by Mr. Robertson and seconded by Mr. Hogue:

Clarified Voted and accepted:

1. 50 foot easement
2. Type of material- less dust, no limestone, better quality materials
3. Routine maintenance every 6 months
4. Contractor have understanding of exactly what needed

Will begin work as soon as contractor available.

District membership fees: Continue to have rates at \$100/year.

Speed Bumps: Discussed speed bumps and issues- no conclusion reached. Discussed notification of members what the speed limit is and encourage everyone to adhere to it. If issues continue, contact the Sheriff.

Kyle Schanck requested a copy of bylaws. (Provided)

Meeting Announcements: Discussed notifying people of meeting and information. Letter vs. board with announcements. Will be posting the need to follow speed limit and 50 foot easement. Discussed the posting in paper or signs, will make stronger effort to notify all property owners of meeting that is always held in May.

Motioned to adjourn at 8:30pm.

Respectfully submitted,

Anna Kinder

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF WYOMING, WYOMING GUARDIAN *AD LITEM* PROGRAM,
A DIVISION OF THE OFFICE OF THE STATE PUBLIC DEFENDER
AND NATRONA COUNTY, WYOMING**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the State of Wyoming, Wyoming Guardian *ad Litem* Program, a Division of the Office of the State Public Defender (Agency), Rogers Building, 316 West 22nd Street, Cheyenne, WY 82002, and Natrona County, Wyoming, Forrest Chadwick, Chair, Natrona County Commissioners, (County) 200 North Center, Rm 115 Casper, WY 82601.
2. **Purpose.** The purpose of this MOU is to establish an understanding between the Agency and the County with respect to the Guardian *ad Litem* Program (GAL Program). In accordance with GAL Program Rules, this MOU is solely intended to provide for legal representation in the following cases: child protection cases under W.S. §§ 14-3-101 through 14-3-440, children in need of supervision cases under W.S. §§14-6-401 through W.S. 14-6-440, delinquency actions under W.S. §14-6-201 through W.S. §§ 14-6-252, interstate compact on juveniles (ICJ) cases under W.S. §14-12-101(a)(v), termination of parental rights cases under W.S. §§ 14-2-308 through 14-2-319, and appeals arising out of these cases.
3. **Terms of MOU.** This MOU shall commence upon execution or July 1, 2016, whichever is later, and shall remain in full force and effect until June 30, 2018, or until terminated by either party to this MOU. Each party agrees and acknowledges that participation in this program is contingent on budget authority and the availability of funding. Either party may terminate this MOU with thirty (30) days notice. The Agency may also terminate the MOU immediately for cause. Cause may include but is not limited to: county officials, guardian *ad litem* (GALs) or district judges not adhering to GAL Program procedures, rules and regulations; or district court judges appointing GALs not on the GAL Panel.
4. **Responsibilities of the County.** The County shall adhere to all GAL Program Rules and Policies and all applicable Wyoming statutes.
 - A. **County Match for Services.** Pursuant to W.S. § 14-12-103(b), the County shall reimburse the Agency an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Natrona County and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by Program funds expended in each county as set forth by Section 5 A. This match shall be paid by the County to the Agency upon receipt of a quarterly invoice. Invoices are to be paid by the County within ninety (90) days of receiving the invoice. Failure to pay an invoice will result in the State Treasurer's Office deducting the amount due to the Agency from the sales tax revenues due to the County from the State and crediting the amount to the GAL Program's account.

- B. **Excess Compensation of GALs.** The County may pay a rate in excess of the rate set for payment by the GAL Program to a GAL Program GAL in accordance with W.S. §14-2-103(a).
- C. **Appointment of GALs.** The Court shall appoint the GAL Program, not a specific attorney, in accordance with state statute and Program rules and policies to provide services when appointing a GAL in cases where the Program provides services. The County shall use GAL Program approved templates for pleadings appointing a GAL Program attorney, or its designee. The County shall notify the Agency, or its designee, for applicable cases requiring the appointment of a GAL. The Agency, or its designee, retains the right to select an appropriate GAL or substitute an appropriate GAL for specific assignment to GAL Program cases in accordance with Program Rules and Policies. The County understands and agrees that the Agency will not provide compensation to a GAL who has not entered into a negotiated contract or employment with the Agency or that has been assigned a case where the GAL Program was not appointed.
- D. **Suitable Office Space.** Pursuant to W.S. § 14-12-103(d), the County shall provide adequate office space and utility services for all employed and contracted GALs, separate from any public defender field office. If suitable office space for all GALs cannot be provided, the County shall provide, based upon a proportional share, a monthly stipend determined by the Agency to all Program GALs housed in private facilities. The stipend shall be paid directly by the County to the Agency monthly and separate from any quarterly match payment. The County shall be responsible for notifying the Agency in writing on or before June 30th of each year of the availability of adequate office space within the County. Adequate office space will include one safe, accessible, private and secure office for each contracted and employed GAL, reception area, conference or meeting area, suitable storage room for supplies and files, access to parking, access to restroom facilities, and all required utility services other than telephone and internet service. The County shall provide general cleaning services, trash removal, toilet paper, paper towels and hand soap should the office come with a private restroom facility. The county shall allow the Agency access to this office space at least sixty (60) days prior to the commencement of this MOU so that the Agency can order sufficient furniture and equipment, install internet and telephone services, and complete set up of the office prior to the start date of employed or contracted GALs.

5. **Responsibilities of the Agency.** The Agency shall provide GAL services to Program cases in Natrona County, Wyoming as set out in the GAL Program Rules and Policies and in accordance with state statute.

A. **Invoice for Services.** Pursuant to W.S. § 14-12-103(b), the Agency shall invoice

the County for an amount equal to not less than twenty-five percent (25%) of the fees paid to GALs in Natrona County, Wyoming and an amount equal to not less than twenty-five percent (25%) of the Agency's administrative cost prorated by GAL Program funds expended in each county upon completion of each of the eight (8) quarters of a biennium. Invoices shall be sent within thirty (30) days after reconciling each quarter's cost of services. Each quarter will consist of three (3) consecutive months, beginning with July as the first month of the first quarter.

- B. **Office Space Set Up.** The Agency shall provide telephone and internet services, furniture, equipment, office supplies and décor for the space and the cost of keys, door signs and/or other miscellaneous expenses for obtaining and installing all furniture, equipment, internet, and telephone utilities.
- C. **Compensation of GALs.** In accordance with GAL Program Rules and Policy, the Agency shall provide compensation and reimbursement and either employ or contract privately and separately with qualified GALs for Program cases.
- D. **Assignment of GALs.** The Agency, or its designee, upon notice from the County shall assign a GAL from the GAL Program Panel for all GAL Program cases in accordance with GAL Program Rules and Policies upon notice of a new GAL Program Case. The Agency will not pay for GALs not contracted or employed by the Wyoming GAL Program, or cases in which the GAL Program has not been appointed.
- E. **Supervision and Certification of GALs.** The Agency shall administer a GAL Program Panel and shall supervise and certify GALs in Natrona County, Wyoming, in accordance with the GAL Program Rules and Policies.

6. **General Provisions.**

- A. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- B. **Entirety of the MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- C. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Sovereign Immunity.** The State of Wyoming, Office of the State Public Defender, Wyoming Guardian *ad Litem* Program, and Natrona County, Wyoming do not waive their sovereign or other governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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7. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of signature last affixed to this page.

OFFICE OF THE PUBLIC DEFENDER

Dan Wilde, Deputy Director, Office of the State Public Defender
Administrator of the GAL Program Date

NATRONA COUNTY, WYOMING

 _____
Forrest Chadwick, Chair, Natrona County Commissioners Date

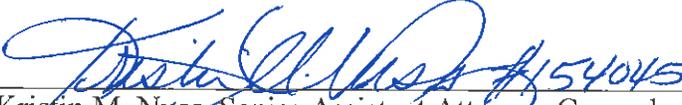
ATTEST

 _____
Renea Vitto, Natrona County Clerk Date

APPROVAL AS TO FORM

  _____ 
Bill Knight, Natrona County Attorney Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 _____ 
Kristin M. Nuss, Senior Assistant Attorney General Date

RESOLUTION NO. 21-16-A

AMENDMENT TO RESOLUTION 21-16 PLACING ADDITIONAL PARTIAL FIRE
CLOSURE RESTRICTIONS ON NATRONA COUNTY, WYOMING, DUE TO THE
INCREASING FIRE DANGER

WHEREAS, the Natrona County Fire Warden, after consultation with the Natrona County Fire District and the Casper Mountain Fire District, has recommended the partial closing of all areas within the boundaries of Natrona County, Wyoming, to open burning and other fire related activities on all private and county lands in Natrona County; and

WHEREAS, the Bureau of Land Management has imposed a fire closure resolution on BLM lands in Natrona County, Wyoming; and

WHEREAS, Natrona County is currently under drought conditions and fire danger is extremely high; and

WHEREAS, W.S. § 35-9-301 provides authority to the Board of County Commissioners in the State of Wyoming, if certain conditions are met, to "...close the area to any form of use by the public or may limit such use upon the recommendation of the County Fire Warden, including prohibition of any type of open fire...for such period of time as the board of County Commissioners may deem necessary and proper;" and

WHEREAS, Natrona County has the inherent power and authority to regulate, limit and prohibit activities and uses of lands and premises owned by Natrona County, Wyoming, or in which Natrona County holds a legal interest; and

WHEREAS, based upon the recommendation of the Natrona County Fire Warden, and the information provided by him to this Board of County Commissioners, it is deemed necessary and proper to prohibit and limit the use of open fires and incendiary devices in Natrona County, Wyoming, for so long as high fire danger conditions continue to exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Natrona County, Wyoming, that effective commencing July 29th, 2016, the open burning and other fire related activities on all private, county, and, to the extent not inconsistent with other closure orders, State lands in Natrona County, Wyoming, is hereby placed under restriction as follows:

1. The building, maintaining, attending or using any campfire or charcoal is prohibited in Natrona County, except as follows:
 - a. Fires use in industrial or agricultural operations; and
 - b. Charcoal grills within the boundaries of any municipality.
2. The use of tracer ammunition is prohibited.
3. No smoking or disposal of any lighted match, cigar or cigarette or other burning substance except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area of at least 3 feet in diameter that is barren or cleared of all flammable material.
4. Discharging and detonation of fireworks is prohibited.
5. No acetylene cutting torches or electric arc welding except in areas devoid of all vegetation.
6. No propane or open fire branding activities except in corral areas in ranch complexes considered to be improved and cleared of all vegetation matter.
7. No operation of chainsaws without spark arrestor and either one 2 ½ lb. or larger dry chemical fire extinguisher or an adequate supply of water and a shovel in case of a fire. These fire tools may be kept with the operator's gas

supply, but must be available in the immediate vicinity of the chainsaw operations.

8. Additional restrictions on allowed uses, in particular areas, may be imposed due to adverse weather, range and fuel conditions (i.e. Red Flag Days), at the discretion and advice of the County Fire Warden, Natrona County Fire District and Casper Mountain Fire Districts inclusive.

BE IT FURTHER RESOLVED, that the penalties provided in W.S. § 35-9-304 may be improved for violations of this resolution, to wit: A fine not to exceed One Hundred Dollars (\$100) or imprisonment in the Natrona County Jail not to exceed thirty (30) days, or both such fine and imprisonment.

BE IT FURTHER RESOLVED that the Natrona County Fire Warden shall notify the Wyoming State Forester at 1100 W. 22nd Street, Cheyenne, WY 82002, of the partial closure and restrictions provided in this resolution as well as any and all subsequent modifications hereto and/or rescission hereof.

BE IT FURTHER RESOLVED that this fire closure shall stay in effect until further notice from the Natrona County Fire Warden.

DATED this 26th day of July, 2016.



ATTEST

Tracy Good
Tracy Good, Chief Deputy County Clerk

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Forrest Chadwick
Forrest Chadwick, Chairman

My term of office expires
January 7, 2019

**Memorandum of Understanding between the Board of County
Commissioners of Natrona County and the Town of Midwest**

WHEREAS, the Board of County Commissioners of Natrona County (“BOCC”) provided funds for the construction of the new Combined Emergency Services Station owned by the Salt Creek Joint Powers Board, (“JPB”); and

WHEREAS, the Towns of Midwest and Edgerton and JPB agreed to repay the funds from the proceeds of the sale of the old Midwest and Edgerton fire department buildings pursuant to a memorandum dated September 9, 2014 between the Towns and JPB; and

WHEREAS, the Town of Midwest wishes to rent the old fire hall rather than sell the building and will use such rental fees to repay the BOCC.

1. Parties. The parties to this agreement are:

Town of Midwest
531 Peake St.
P.O. Box 190
Midwest, WY 82643

Board of Natrona County Commissioners
200 N. Center St. Suite 115
Casper, WY 82601

- 2. Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated or until the remaining unreimbursed funds are repaid to the BOCC. This agreement may be terminated by either party at any time, with or without cause, upon no less than thirty (30) days written notice.
- 3. Payment.** The Town agrees to pay BOCC \$1500.00 per month from the rental fees received by a tenant renting the old fire hall until the outstanding balance of \$71,824.62 is paid in full.
- 4. Responsibilities of BOCC.** The BOCC shall accept the Town’s payments and credit the monthly payments received against the outstanding balance of the funds owed by the Towns. The BOCC shall prepare and provide an accounting of the payments received and amount owed upon request.

5. General Provisions.

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.
- c. **Entirety of Agreement.** This MOU, consists of four (4) pages, and represents the entire and integrated agreement between the parties which supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU.
- e. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- f. **Governmental Immunity.** The Town and Natrona County do not waive their governmental immunity by entering into this MOU, and specifically retain all immunities and defenses provided to it as a sovereign pursuant to Wyo. Statute §1-39-104(a) and other applicable laws with respect to any action based on or occurring as a result of this MOU.
- g. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties of this MOU. The provisions of this MOU are

intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory 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.

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

The effective date of this MOU is the date of the signatures last affixed to this page.

On behalf of the Town of Midwest:

Guy Chapman, Mayor

Attest:

Date

Approval as to form:

Midwest Attorney

On behalf of Natrona County:

Forrest Chadwick, Chairman

Attest:

Date

Renea Vitto, County Clerk

Approval as to form:

Natrona County Attorney

Date



Pathfinder Reservoir SHORT-TERM Concessionaire Contract

- 1. **Parties.** The parties to this contract are Natrona County ("County") and Pathfinder Boat & Fishing Club, a nonprofit Wyoming corporation ("Resort"). The parties' respective contact information is:

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

Pathfinder Boat & Fishing Club
Todd Blackwelder
2031 Trojan DR
Casper, WY 82604
307-234-9854

- 2. **Recitations.**

- A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Pathfinder Reservoir, Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").
- B. On June 11, 1998, the parties entered the *Pathfinder Concession Contract* (the "1998 Contract").

- 3. **Effective Date and Term of Contract.** This Contract becomes effective upon the date of the last required signature. The term of this Contract is May 19, 2016 to October 1, 2016, inclusive.

- 4. **Reference to Terms.** The terms contained in the expired 1998 Contract are adopted in this Contract with the exception of the effective date and term of the 1998 Contract.

- 5. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.

NATRONA COUNTY

**Pathfinder Boat & Fishing Club,
a nonprofit Wyoming Corporation**

Chair, Board of County Commissioners Date

Todd Blackwelder, President Date

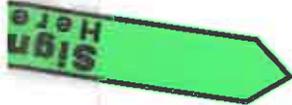
ATTEST:

ATTEST:

County Clerk Date

Secretary Date

Approved as to form
County Legal Department





Alcova Reservoir SHORT-TERM Concessionaire Contract

- 1. **Parties.** The parties to this contract are Natrona County ("County") and Alcova Resort, LLC, ("Resort"). The parties' respective contact information is:

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

Alcova Resort, LLC
PO Box 2572
Mills, WY 82644

- 2. **Recitations.**

A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir, Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").

B. The parties entered the *Alcova Concession License* for a term beginning January 1, 1998 which was amended on January 30, 2009 (together the "Previous License").

- 3. **Effective Date and Term of Contract.** This Contract becomes effective upon the date of the last required signature. The term of this Contract is May 19, 2016 to October 1, 2016, inclusive.

- 4. **Reference to Terms.** The terms contained in the expired Previous License are adopted in this Contract with the exception of the effective date and term of the Previous License.

- 5. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.

NATRONA COUNTY

ALCOVA RESORT, LLC

Chair, Date
Board of County Commissioners

Razi Saydjari Date

ATTEST:

County Clerk Date

Approved as to form
County Legal Department

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 61750806

That we Shannon Dutcher

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, 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 4th day of April, 2016.

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

Appointed

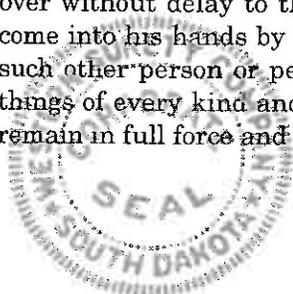
Principal was duly Elected to the office of Treasurer

in the Natrona County Library Board,

and State aforesaid for the term beginning July 15, 2016, and ending

July 15, 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.



Shannon Dutcher
Shannon Dutcher

Principal

WESTERN SURETY COMPANY

By Paul T. Bruhat

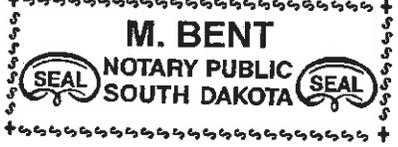
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 4th day of April, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



M. Bent
Notary Public

My Commission Expires March 2, 2020

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Shannon Dutcher
Shannon Dutcher
State of Wyoming }
County of Natrona } ss

This Oath of Office was subscribed and sworn to before me by Shannon Dutcher on this 25th day of July, 2016

My commission expires:



Melinda M. Watts
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Natrona } ss

On this 25th day of July, 2016, before me, personally appeared

Shannon Dutcher, 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