



# **NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA**

Tuesday, March 20, 2018 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

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

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. COUNTY ASSESSOR APPOINTMENT**
- V. APPROVAL OF CONSENT AGENDA**
- VI. DESIGNATION OF POLLING PLACES**
- VII. PUBLIC COMMENTS**
- VIII. COMMISSIONER COMMENTS**
- IX. ADJOURNMENT**



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

**CONSENT AGENDA**

Tuesday, March 20, 2018 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF MARCH 6, 2018 MEETING MINUTES**

**II. APPROVAL OF BILLS - \$749,608.02**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

- A. Alcova Reservoir Trailer Lot Lease (*attached list*)
- B. Bates Creek Gravel Pit Project Contract between NC & Timberline Services, Inc.

**IV. STATEMENT OF EARNINGS TOTALING \$**

Mtn/Parks	\$2,979.50
Planning	\$11,616.15
Lake	\$1,255.00
County Clerk	\$78,664.95
R&B	\$100.00

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

**TOTALING \$4,700.60:** 2017 ZIGLIOTTO,SUE ELLEN\$896.49;2017 DOERR,DENNIS P\$272.10;2017 BOWRON,FRANCIS LESTER\$400.21;2017 ANDERSON,DAVID M\$218.67;2017 STEINBERG, ROBERT A\$796.15;2017 COOK,JUDY A\$437.34;2017 DOODY,MARIAN T TRUSTEE\$437.34;2017 SHEPARD,E DAYL\$92.42;2017 BURGNER,JOSEPH H\$118.81;2017 COOKSEY,LEW H\$407.34;2017 LEONARD E&SHIRLEY E CARDOZA LIVING TRUST\$407.37;2017 BALLOU,MARVIN H\$76.24;2017 MC CONAHAY,ORVILLE F\$76.24;2017 MC LANE,JOHNNY WEBSTER JR\$63.88

**VI. LICENSE**

- A. Timothy McIntire-Henrie Roadway-Approach-lic. #29-18-02
- B. Bart & Elizabeth Thetherow-Mystery Bridge/CR3602-Approach-lic. #29-18-03

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
March 6, 2018**

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

**Consent Agenda:**

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Keating seconded the motion.

**Public Hearings:**

CUP17-8

Jason Gutierrez, Development reported this is a request by the City of Casper for a Conditional Use Permit to install a new water tank and booster pump station as part of the East Zone III Improvement Project. The water tank address is 2992 S E WY Blvd with the pump station being located at 2600 Country Club Road

Chairman Lawson opened the public Hearing.

Speaking in favor: Andrew Beamer, Public Service Director (City of Casper) and Tracy Lamont (Casper).

Speaking in opposition: none

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

Commissioner Chadwick moved for approval of the Conditional Use Permit incorporating staff's findings of facts, exclusive of the steamboat logo, weld review requirement and standard city color. Commissioner Keating seconded the motion. Motion carried.

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

**License:**

A. City of Casper-16" Water Transmission Line-South McKinley St./31st Street/Allendale Blvd-Lic #

Commissioner Chadwick moved for approval of the License. Commissioner Keating seconded the motion.

**Public Comments:**

Chairman Lawson opened the floor to Public Comments.

Tracy Lamont (Casper)

Hearing no further comments the floor was closed.

**Commissioner Comments:**

Chairman Lawson opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Commissioner Chadwick moved to go into executive session for the purpose of personnel. Commissioner Bertoglio seconded the motion. Motion approved (6:15pm).

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 6:43 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

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

12-24 CLUB	2,815.33	FASTENAL	61.74
ABC LEGAL SERVICES	255.00	FIRST INTERSTATE BANK	8,720.39
ADVANCED HYDRAULIC & MACHINE	163.91	FOOD SERVICES OF AMERICA	2,054.79
AIRGAS USA	168.47	FREMONT MOTOR-RIVERTON	97,809.60
ALCOHOL & DRUG TESTING	8,998.15	GENEVA WOODS LTC & MEDSET	15,758.49
ALL AREA PROCESS SERVICE	1,300.00	GRAINGER	310.27
ALL AROUND TOWING & RECOVERY/DOUGLAS ALSCO	2,800.00 73.52	HENSLEY BATTERY	25.94
AMBI MAIL & MARKETING	6,961.62	HOOD'S EQUIPMENT	1,026.49
ANDERSON, SUSAN	97.08	HOWARD SUPPLY	54.47
ATLAS OFFICE PRODUCTS	939.72	INCAPTION	2,127.04
AXIS FORENSIC TOXICOLOGY	665.00	ISC, DBA VENTURE TECHNOLOGIES	21,390.41
BENNETT, THOMAS L MD	1,700.00	JH MECHANICAL	842.28
BIG D OIL	530.88	KIESTER, JILL	82.40
BLACK HILLS ENERGY	13,236.02	LARSEN VISION CLINIC	90.00
BMC SOFTWARE	2,070.39	MAYER, BENNETT LANDEN	50.00
CALL2TEST	123.41	MCMURRY READY MIX	3,304.84
CAPITAL BUSINESS SYSTEMS	239.94	MERBACK AWARD	429.35
CASPER CONTRACTOR'S SUPPLY	35.20	MIDWEST MEDICAL SUPPLY	603.82
CASPER FIRE EXTINGUISHER	9.75	MILLS, TOWN OF	491.35
CASPER MEDICAL IMAGING PC	477.01	MTN STATES LITHOGRAPHING	975.60
CASPER- NC HEALTH	48,750.00	MTN VIEW REG HOSPITAL/CASPER MED CTR	285.56
CST/CASPER	1,611.56	NAPA AUTO PARTS	639.10
CASPER TIRE	1,914.29	NC TREASURER	7,992.25
CENTRAL WY FAIR & RODEO	50,435.00	NOBLE MEDICAL,	690.85
CENTURY LINK-MONROE	3,891.59	NORCO, SLC, UT	165.04
CENTURYLINK BUSINESS SERVICES	1,250.27	PARK STREET LAW OFFICE	8,639.00
CENTURYLINK/SEATTLE	790.86	POST & ASSOCIATES	800.00
CHARTER COMMUNICATIONS	1,175.43	POWDER RIVER SHREDDERS	321.00
CLERK OF DISTRICT COURT	2,100.00	PRINTER PROS	95.00
CMS COMMUNICATIONS	125.00	PROCESS SERVICE OF WY	3,060.00
COCA-COLA BOTTLING	173.60	PROJECT LIFESAVER INTERNATIONAL	351.16
COMMUNICATION TECHNOLOGIES	2,085.43	REYNOLDS, WAYNE	39.98
CORNERSTONE PROGRAMS	278,100.00	ROCKY MTN POWER	35,256.50
COTTON, SCOTT	45.13	RT COMMUNICATIONS	39.75
COWBOY CHEMICAL	991.80	SHAMROCK FOODS	12,005.29
DECKER AUTO GLASS	333.82	SHOWTIME INDUSTRIES	1,074.00
DEWITT WATER SYSTEMS & SERVICE	97.00	SINCLAIR FLEET TRACK	179.99
DIAMOND VOGEL PAINT CNTR-CASPER	568.95	SIX ROBBLEES'	395.32
DISTAD, ERIC A	2,400.00	SOUND PHYSICIANS OF WY	4,253.18
DOOLEY OIL/CASPER	16,514.16	SOURCE OFFICE & TECHNOLOGY	1,638.44
DRELL, DAVID A. P.C.	300.00	STERLING INFOSYSTEMS/STERLING TALENT SOLUTIONS	270.10
DRUG TESTING SVCS NC	190.00	THOMSON REUTERS - WEST	581.19
EAGLE UNIFORM & SUPPLY	138.47	TLC CLEANING	800.00
EMERGENCY MEDICAL PHYSICIANS	1,077.00	TWO WAY RADIO SERVICES	185.00
ENTENMANN-ROVIN	203.00	TYLER TECHNOLOGIES	14,995.89
ESSENCE OF LIFE RLLP	2,000.00	UW/COLL OF AG BUS.	14,719.00
		VERIZON WIRELESS/DALLAS	6,686.49

VOYA FIANANCIAL BENEFITS	1,065.73	WY OTOLARYNGOLOGY PC	1,014.00
WARRIOR KIT SAFETY & SURVIVAL GEAR	5,904.00	WY STEEL RECYCLING IRON &	348.00
WESTERN WY LOCK & SAFE	18.00	YOUTH CRISIS CENTER	2,550.43
WY CARDIOPULMONARY	155.00		
WY LAW ENFORCEMENT ACADEMY	3,867.40		749,608.02
WY MACHINERY	1,394.35		



**Alcova Reservoir Trailer Lot Lease**

Rev. October 6, 2016

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

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

\*Jane Doe\*  
\*John Doe\*

Lot #

2. **Recitations.**

- A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir<sup>1</sup>, Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").
- B. This Lease is contingent upon the Management Agreement remaining in effect.
- C. This Lease is subordinate to the Management Agreement.
- D. The Management Agreement includes *Exhibit I* which is a site plan of the "Alcova Lake Trailer Park" (the "Site Plan") which identifies lots in the Alcova Lake Trailer Park (the "Trailer Park").
- E. Pursuant to the Management Agreement, Natrona County has authority to issue limited use authorizations in accordance with 43 CFR 429.5.<sup>2</sup>
- i. Limited use authorization does not convey ownership or other interest in the Federal real property.
  - ii. Limited use authorization shall be for a specified period.
  - iii. Limited use authorization shall not provide an automatic right of renewal.
  - iv. Limited use authorization is fully revocable at the discretion of Reclamation.
  - v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.

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

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



6. County's Obligation(s).
- A. County leases the Lot in the Trailer Park as is to Lessee.
  - B. County will provide water and sewer to the Lot and dumpsters to the area shown on the Site Plan (the "Services") during the Seasonal Operation Period.
7. Lessee's Obligation(s). In exchange for County leasing the Lot to Lessee and providing Services:
- A. PAYMENT of FEES.
    - i. Lessee shall pay the following fees:
      - a. Rent. For the first Lease year, **\$2450.00** for annual rent.
      - b. Services. For the first Lease year, **\$100** for the Services. If the actual cost of the Services exceeds \$100, Lessee shall pay the additional cost of Services within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.
    - ii. For the first Lease year, Lessee shall pay the fees for rent and services promptly upon notification of payment due. Each year thereafter, Lessee shall pay the annual rent and service fees no later than **May 19<sup>th</sup>** of that Lease year.
    - iii. All fees are nonrefundable.
    - iv. County will annually adjust the rent fee based on the *Wyoming Cost of Living Index* published by the Economic Analysis Division of the State of Wyoming.
  - B. MAINTAIN LIABILITY INSURANCE. During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Site in a minimum amount of \$100,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request.
  - C. ALLOW ACCESS. County and Reclamation and their respective agent(s) shall have at all times and places to have full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.
  - D. PROHIBITED. Lessee shall not:
    - I. Change the use of the Lot;
    - ii. Commit or allow anyone else to commit waste on the Lot;
    - III. Conduct a commercial enterprise on the premises;
    - iv. Create or allow anyone else to create a nuisance on the Lot;
    - v. Commit or allow anyone else to commit, any act whereby persons may be endangered or injured by use of the reservoir area.

- vi. Keep more than one mobile home or trailer or camper or similar structure on the Lot;
  - vii. Store any personal property other than a boat and trailer that are less than 24 feet long on the Lot from October 16<sup>th</sup> through April 14<sup>th</sup>;
  - viii. Construct any improvement on the Lot, including, but not limited to a fence, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
  - ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;
  - x. Violate any County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
  - xi. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
  - xii. Leave or burn any refuse;
  - xiii. Dispose of sewage except in accordance with federal, state, and local laws;
  - xiv. Cut or take timber from any area covered by the Management Agreement; or
  - xv. Build or place any improvements outside of the lot lease.
  - xvi. Allow sleeping accommodations outside of the permitted structure on the lot.
- E. REQUIRED. Lessee shall:
- i. Provide and maintain any service facilities on the Lot in a manner acceptable to County and shall be responsible for any and all damage to utility hookups;
  - i. Promptly clean up after Lessee's dog(s);
  - ii. Store all refuse in a tidy manner that prevents the refuse from being blown away; and
  - iii. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:
    - a. Proposals for *substantial* lot improvements to Reclamation.
    - b. All proposals and his/her recommendations on the proposed improvements to the Natrona County Development Department.

F. USE.

- i. The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.
- ii. The Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16<sup>th</sup> through April 14<sup>th</sup>.
- iii. Lessee shall not use the sewage facilities on the Lot or any other Alcova Reservoir facility from October 16<sup>th</sup> through April 14<sup>th</sup>.

G. OTHER SERVICES. If Lessee wants any service not specified in this Lease (nonexclusive examples include - water well, septic system, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.

8. Lease Transfer, Extension, Renewal and Termination. There shall be no assignment or transfer of this Lease. All leases shall be issued only by the County. Neither party has a right of extension or renewal of this Lease. Leases shall be issued to those parties that were successfully drawn from the lottery list. The County maintains a lottery list for Trailer Lot Leases that is renewed on February 1<sup>st</sup> of each year. If Lessee wants to terminate this Lease, s/he must follow the published Lottery Process.

9. General Provisions.

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

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

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

NATRONA COUNTY

\*JANE DOE\*

\_\_\_\_\_  
Chair, Board of County Commissioners      Date      Lessee      Date

ATTEST:

\*JOHN DOE\*

\_\_\_\_\_  
County Clerk      Date      Lessee      Date

\_\_\_\_\_  
Approved as to form  
County Legal Department

All correspondence shall be sent to the following mailing address:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, ST Zip

\_\_\_\_\_  
Phone(s)

<b>ALCOVA RESERVOIR TRAILER LOT LEASE</b>		
	<b>LEASEE'S NAME:</b>	
<b>#24</b>	Pattalochi-Thompson, Cindy	
<b>#142</b>	Koehmstedt, Rick Powers, Tassma	



## Natrona County Road & Bridge Department

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

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DATE: February 28, 2018

TO: John Lawson, Commission Chairman, Commissioners and Eric Nelson, County Attorney

FROM: Michael D. Haigler, Road & Bridge Superintendent *MDH*

SUBJECT: Notice of award to Timberline Services to crush and place base material generated from the Bates Creek Gravel Pit.

Bids were opened on February 16, 2018 for crushing and placing approximately 21,000 cubic yards of base material from the Bates Creek Gravel Pit located on the Bates Creek Road #402, South of Casper. The crushed material will be placed on twelve and one half (12.5) miles of the Bates Creek Road, #402.

There were seven bidders, **Timberline Services** out of Sundance, Wyoming, **Hout Fencing of Wyoming**, Worland, Wyoming, **McMurry Ready Mix Co.**, Casper, Wyoming, **71 Construction**, Casper, Wyoming, **Wayne Coleman Construction**, Casper, Wyoming, **Knife River**, Casper, Wyoming and **Dan Hart Patrol Service**, Upton, Wyoming. Timberline Services had the low bid of \$263,627.75 for crushing and placing material on Bates Creek Road #402. (Bid Tab Attached)

The budget for this project was \$800,000.00 and it included the engineering. There will be adequate funding for this project.

Staff recommends awarding the bid to Timberline Services in the amount of \$263,627.75. It is anticipated that this project will start August 1, 2018 and it will be completed by November 15, 2018 in accordance with the stipulations set by the Bureau of Land Management and the Department of Environmental Quality permits.

NATRONA COUNTY ROAD BRIDGE  
 BATES CREEK GRAVEL PIT PROJECT  
 IBE PROJECT 17660-CE

BID TABULATION February 16, 2018  
 Bates Creek Gravel Pit

Item No.	ITEM DESCRIPTION	Unit	Est. Quantity	Timberline Services		Hout Fencing of Wyoming		McMurry Ready Mix Co.		71 Construction		Wayne Coleman Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization / Demobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,218.31	\$ 28,218.31	\$ 84,422.96	\$ 84,422.96	\$ 56,844.50	\$ 56,844.50
2	Permitting	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,950.00	\$ 3,950.00	\$ 5,000.00	\$ 5,000.00
3	Unclassified Excavation-Topsoll	CY	440	\$ 1.25	\$ 550.00	\$ 2.50	\$ 1,100.00	\$ 3.18	\$ 1,399.20	\$ 12.75	\$ 5,610.00	\$ 8.00	\$ 3,520.00
4	Borrow Excavation-Overburden/Reject Material	CY	4,560	\$ 1.00	\$ 4,560.00	\$ 2.00	\$ 9,120.00	\$ 10.75	\$ 49,020.00	\$ 5.20	\$ 23,712.00	\$ 3.50	\$ 15,960.00
5	Placed Crushed Base	CY	21,000	\$ 10.93	\$ 229,530.00	\$ 13.70	\$ 287,700.00	\$ 17.28	\$ 362,880.00	\$ 19.85	\$ 416,850.00	\$ 22.87	\$ 480,270.00
6	Stockpiled Crushed Base	CY	465	\$ 5.35	\$ 2,487.75	\$ 7.70	\$ 3,580.50	\$ 10.75	\$ 4,986.75	\$ 9.95	\$ 4,626.75	\$ 12.50	\$ 5,812.50
7	Potential Landscaping-Reclamation of Gravel Pit and Access Road	ACRE	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,500.00	\$ 12,500.00	\$ 2,100.00	\$ 2,100.00
8	Potential Landscaping-Import Topsoil	TON	350	\$ 10.00	\$ 3,500.00	\$ 10.00	\$ 3,500.00	\$ 32.50	\$ 11,375.00	\$ 16.00	\$ 5,600.00	\$ 40.00	\$ 14,000.00
<b>TOTAL BASE BID</b>				ACTUAL	\$ 263,627.75	ACTUAL	\$ 320,000.50	ACTUAL	\$ 458,891.26	ACTUAL	\$ 557,271.71	ACTUAL	\$ 583,307.00

CERTIFIED CORRECT BY: *William Eric Moore*

\*Corrected values are italicized.



NATRONA COUNTY ROAD BRIDGE  
 BATES CREEK GRAVEL PIT PROJECT  
 IME PROJECT 17680-CE

BID TABULATION February 16, 2018  
 Bates Creek Gravel Pit

Item No.	ITEM DESCRIPTION	Unit	Knife River			Dan Hart Patrol Service		AVERAGE	
			Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization / Demobilization	LS	1	\$ 57,363.12	\$ 57,363.12	\$ 129,350.00	\$ 129,350.00	\$ 60,666.48	\$ 60,666.48
2	Permitting	LS	1	\$ 1,566.24	\$ 1,566.24	\$ 1,000.00	\$ 1,000.00	\$ 2,417.71	\$ 2,417.71
3	Unclassified Excavation-Topsoil	CY	440	\$ 3.45	\$ 1,518.00	\$ 3.00	\$ 1,320.00	\$ 5.48	\$ 2,411.20
4	Borrow Excavation-Overburden/Reject Material	CY	4,560	\$ 5.22	\$ 23,803.20	\$ 3.00	\$ 13,680.00	\$ 4.95	\$ 22,549.20
5	Placed Crushed Base	CY	21,000	\$ 28.56	\$ 620,760.00	\$ 28.79	\$ 625,590.00	\$ 22.18	\$ 465,675.00
6	Stockpiled Crushed Base	CY	465	\$ 30.31	\$ 14,094.15	\$ 7.50	\$ 3,487.50	\$ 13.12	\$ 6,100.03
7	Potential Landscaping-Reclamation of Gravel Pit and Access Road	ACRE	1	\$ 8,427.01	\$ 8,427.01	\$ 5,000.00	\$ 5,000.00	\$ 5,504.50	\$ 5,504.50
8	Potential Landscaping-import Topsoil	TON	350	\$ 31.07	\$ 10,874.50	\$ 50.00	\$ 17,500.00	\$ 29.93	\$ 10,474.92
<b>TOTAL BASE BID</b>				ACTUAL	\$ 738,396.22	ACTUAL	\$ 796,927.50	ACTUAL	\$ 575,788.03

CERTIFIED CORRECT BY: \_\_\_\_\_

**BATES CREEK GRAVEL PIT PROJECT CONTRACT BETWEEN  
NATRONA COUNTY AND TIMBERLINE SERVICES, INC.**

1. **PARTIES.** The parties to this Contract are Natrona County ("Owner") and Timberline Services, Inc., 623, Industrial Ave., P.O. Box 867, Sundance WY 82729 ("Contractor"). The parties' respective contact information is:

Board of County Commissioners  
of Natrona County  
200 N Center ST, Room 115  
Casper, WY 82601  
307-235-9202  
Fax: 307-235-9486

Timberline Services, Inc.  
623 Industrial Ave., P.O. Box 867  
Sundance, WY 82729  
Office: 307-283-2818  
Fax: 307-461-4131

2. **PURPOSE OF CONTRACT.** The purpose of this Contract is to complete the Bates Creek Gravel Pit Project ("Project"). In consideration of the mutual covenants herein, the parties agree as follows:
- A. **CONTRACTOR'S RESPONSIBILITIES.** Contractor shall complete the Project in accordance with this Contract and under the direction of the Engineer. Generally, the Project involves mining and crushing approximately 21,000 cubic yards of rock from the Natrona County Bates Creek gravel pit into crushed base in compliance with Bureau of Land Management specifications; placing the crushed base on approximately 12.5 miles of Natrona County Road 402 (Bates Creek Road); and reclaiming the gravel pit after work is completed as directed by Engineer.
- B. **OWNER'S RESPONSIBILITIES.** Owner shall compensate Contractor in accordance with this Contract.
3. **EFFECTIVE DATE.** This Contract becomes effective upon the date of the last required signature.
4. **TERM.** The substantial completion date for the Work is November 15, 2018. Contractor shall adhere to the Progress Schedule approved by Engineer. This Contract expires at the time Contractor completes the Work to the satisfaction of County.
5. **CONTRACT EXTENSION OR RENEWAL.** Neither party has a right to extension or renewal of this Contract.
6. **GENERAL PROVISIONS.**
- A. **AMENDMENTS.** Any changes to this Contract shall be in writing signed and dated by all parties.
- B. **ASSIGNMENT.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
- C. **COLLATERAL.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party.
- D. **WAIVER.** If a party waives a breach by the other party of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. **CONFLICT, INCONSISTENCY, AMBIGUITY.** If provisions in this three page Document ("this Document"), Attachment A, and/or Attachment B are mutually exclusive, this Document supersedes both attachments. If provisions of Attachment A and Attachment B are mutually exclusive then Attachment A takes precedence over Attachment B. If there is an inconsistency between this Document, Attachment A and/or Attachment B and/or an authority with jurisdiction, Contractor shall comply with the most restrictive requirement. Engineer's interpretation of the attachments governs any ambiguity in the attachments.

- F. **BREACH.** If Contractor fails to perform in accordance with this Contract, Owner may at its discretion:
- i. terminate this Contract, and/or
  - ii. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
  - iii. give written notice and time to cure the breach to Contractor, and/or
  - iv. demand specific performance in accordance with this Contract, and/or
  - v. demand liquidated damages in accordance with this Contract, and/or
  - vi. pursue any other remedy allowed by law.
- G. **TERMINATION.** Owner may terminate this Contract without cause upon 30 days written notice. Owner may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
- H. **NOTICES.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- I. **AVAILABILITY OF FUNDS.** This Contract is conditioned upon the availability of funds to Owner for this Contract. If such funds are not available to Owner, Owner may terminate this Contract without any penalty. Owner shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to Owner. Owner shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.
- J. **AUDIT / ACCESS TO RECORDS.** Contractor shall cooperate with any auditor authorized by Owner to perform an audit involving this Contract. Contractor shall promptly provide access to Owner and its auditor and other agents to any book, document, or other record in both tangible and electronic/digital form of Contractor which pertains to this Contract.
- K. **AWARD OF RELATED CONTRACTS.** Owner may enter other contracts for services related to this Contract. Contractor shall promptly cooperate with Owner in awarding such contracts and such other contractors.
- L. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- M. **GOVERNMENTAL IMMUNITY.** Owner 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.
- N. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is not entitled to any compensation or other benefit from Owner except what is contained in this Contract. Contractor shall not incur any obligation or liability on behalf of Owner.
- O. **COMPLIANCE WITH LAWS.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. the Civil Rights Act of 1964,
  - ii. the Fair Labor Standards Act,
  - iii. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
  - iv. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.),
  - v. the Age Discrimination Act of 1975 (ADEA),
  - vi. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, et seq.), and
  - vii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.).

- P. **NONDISCRIMINATION.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- Q. **CONFLICT OF INTEREST.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- R. **CERTIFICATE OF GOOD STANDING.** PRIOR to performing any other term of this Contract, Contractor shall provide a *Certificate of Good Standing* verifying its compliance with the unemployment insurance and workers' compensation programs.
- S. **PROOF OF INSURANCE.** Contractor shall provide proof of insurance to protect against any and all claims arising from Contractor's alleged and/or real professional errors, omissions, and/or mistakes in the performance of professional duties under this Contract as set forth in Attachment B.
- T. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- U. **INDEMNIFICATION.** Contractor shall indemnify and defend Owner and its board members, officers, employees, and other agents from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform, negligent performance, and/or malpractice of its responsibilities under this Contract.
- V. **FORCE MAJEURE.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of a public enemy, fire, flood, epidemic, quarantine restriction, freight embargo, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.
- W. **TIMELINE.** Time is of the essence in performance of this Contract.
- X. **TITLES FOR REFERENCE.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- Y. **ENTIRE CONTRACT.** This Contract and the documents Contractor is required to provide pursuant to this Contract, the RFP, and Contractor's proposal with all required attachments contain the entire agreement between the parties and supersede any and all prior written and oral communications.
- Z. **SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party shall negotiate in good faith.
- AA. **SIGNATURES.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

TIMBERLINE SERVICES, INC.

\_\_\_\_\_  
Chair, Board of Commissioners      Date

\_\_\_\_\_  
Title      Wade Habeck      Date      3/6/18

ATTEST:

President

\_\_\_\_\_  
County Clerk      Date

Eric K. Helm

Approved as to form  
Legal Department



**NATRONA COUNTY  
NOTICE OF AWARD**

To: Timberline Services

Address: P.O. Box 867,

Sundance, WY 82729

Project Name: **Bates Creek Gravel Pit Project**

Project No: 17660-CE

You are notified that your Bid, dated February 16, 2018 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for: Crushing and placing approximately 21,000 Cubic Yards of base material from the Bates Creek Gravel Pit on approximately twelve and one half miles of the Bates Creek Road #402.

The Contract Price of your Contract is \$ 263,627.75

Two copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner, two fully executed counterparts of the Agreement.
2. Also deliver the executed Contract Documents and Contract security (Bonds) as specified Attachment "B" (Article 2), and (Article 5).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul the Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement and associated Contract Documents.

You are required to return an acknowledged copy of this Notice of Award to the Owner within five (5) days from the date of this Notice to you.

Dated this 28 day of February, 2018

Natrona County  
Owner  
By: Michael J. Hagan  
Natrona County  
Road & Bridge Supt

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED.

By: Timberline Services, this 6<sup>th</sup> day of March, 2018.

Timberline Services Inc.

By:   
Contractor

Name: Wade Habeck

Title: President

# LICENSE

Date 030618

Road Henrie Roadway

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Timothy P. McIntire

(hereinafter called the "Licensee"), to construct, maintain, use and operate 11739 Henrie Roadway (hereinafter called the "Facility"), located in Section \_\_\_\_\_ Township \_\_\_\_\_ N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated \_\_\_\_\_, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

**FIRST.** The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-way.

**SECOND.** The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

**THIRD.** The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

**FOURTH.** The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

**FIFTH.** The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

**SIXTH.** The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

**SEVENTH.** The waiver of any breach of any of the terms or conditions of this Licensee 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 term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

**EIGHTH.** The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement 030618

(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion \_\_\_\_\_

(County Road & Bridge Superintendent must be notified within five (5) days after construction)

*Paid* →

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

COUNTY OF NATRONA  
By Michael [Signature] 3/6/18  
Road & Bridge Superintendent

By \_\_\_\_\_  
County Surveyor

By \_\_\_\_\_  
Chairman of the Board of County Commissioners.

ATTEST:  
\_\_\_\_\_  
County Clerk

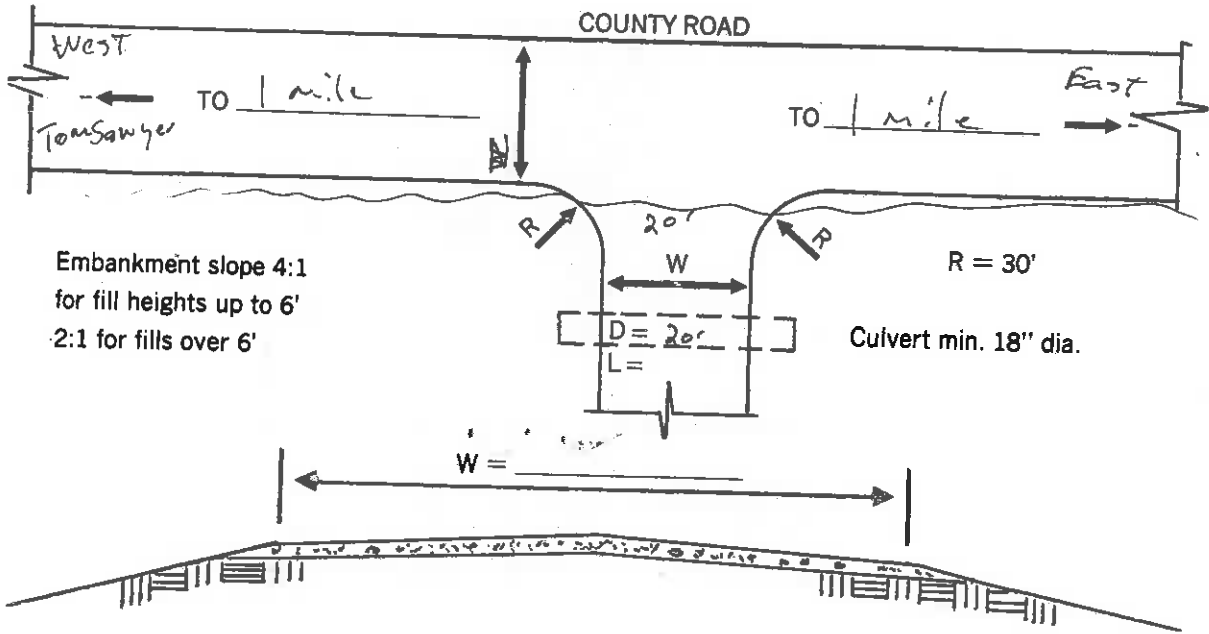
The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.  
ATTEST:  
\_\_\_\_\_  
Secretary  
Timothy P. McIntire  
President.

(the original instrument must be recorded in the County Clerks office by Licensee)



COUNTY OF NATRONA  
APPLICATION FOR AN APPROACH

Applicant: Timothy P. McIntine  
Address: 11739 Henric Roadway Phone: 307 269 6669



Furnish the Following Information:

- 1) Location: Section \_\_\_\_\_, Township \_\_\_\_\_ North, Range \_\_\_\_\_ West
- 2) County Road Designation 11739 Henric Roadway
- 3) Surface of County Road gravel  
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type sandy loam
- 5) Sight Distance on County Road 1 mile each distance
- 6) Reason for Approach new home

- 7) Requirements:
  - A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.
  - B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.
  - C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.
  - D) Attach approach x-section @ culvert. Show culvert design.

PD # 50  
CK # 5054

Approved: Michael D. Hays 3/6/16  
Road and Bridge Superintendent

Timothy P. McIntine 030617  
Applicant or Agent Date

County Engineer \_\_\_\_\_  
County Commissioner \_\_\_\_\_

Registered Engineer \_\_\_\_\_ Date  
Wyo. ....

Approval Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

# LICENSE

Date 3-7-18

Road Mystery Bridge - CR602

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Bart + Elizabeth Tetherow

(hereinafter called the "Licensee"), to construct, maintain, use and operate an approach (hereinafter called the "Facility"), located in Section 4 Township 33 28 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 3-7-18, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee 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 term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement 4-1-18  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion 7-30-18  
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_

COUNTY OF NATRONA  
By Michael D. Hays 3-7-18  
Road & Bridge Superintendent

ATTEST: \_\_\_\_\_  
County Surveyor

By \_\_\_\_\_  
Chairman of the Board of County Commissioners.

County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST: \_\_\_\_\_  
Secretary \_\_\_\_\_ President Bart Tetherow X

(the original instrument must be recorded in the County Clerks office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

EXHIBIT 'A'

No. 29-18-03

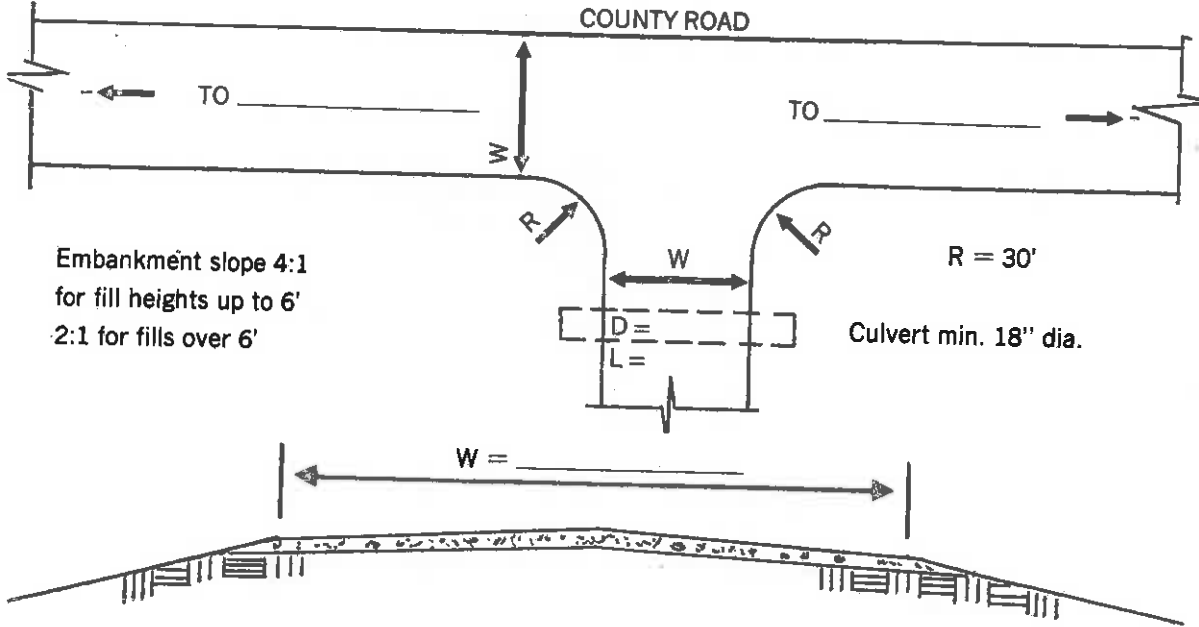
COUNTY OF NATRONA

APPLICATION FOR AN APPROACH

541 Appaloosa Ln  
Evanston WY 82636

Applicant: Bait + Elizabeth Tetherow

Address: 851 mystery bridge rd Phone: 307 262 1724



Furnish the Following Information:

- 1) Location: Section 4, Township 33 North, Range 78 West
- 2) County Road Designation mystery bridge
- 3) Surface of County Road Asphalt  
(Surface of approach must be same as surface of County Road)
- 4) Soil Type sand
- 5) Sight Distance on County Road 100 ft
- 6) Reason for Approach new house construction

7) Requirements:

- A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.
- B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.
- C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.
- D) Attach approach x-section @ culvert. Show culvert design.

Approved:

[Signature] 3-7-18  
Road and Bridge Superintendent

[Signature] X  
Applicant or Agent Date

County Engineer \_\_\_\_\_

Registered Engineer \_\_\_\_\_ Date  
Wyo. ....

County Commissioner \_\_\_\_\_

Approval Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_