



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

Tuesday, September 15, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF CONSENT AGENDA
- V. PUBLIC HEARING
 - A. CUP20-7 Land Reclamation and drainage improvements not associated with a building permit 3946 Douglass Rd. **TABLED**
 - B. ZC20-2 A request to change the zoning district classification of 43 acres, from Ranching Agricultural, and Mining (RAM) to Urban Agriculture (UA).
 - C. TA20-2 request by the Planning Department to amend the Planning Department Fee Schedule
 - D. Adoption of the 2020 National Electric Code (Resolution 44-20)
 - E. Adoption of the 2020 Building Department Fee schedule (Resolution 45-20)
 - F. Adoption of the 2017 National Electric Safety Code (Resolution 46-20)
- VI. PUBLIC COMMENTS
- VII. COMMISSIONER COMMENTS
- VIII. ADJOURNMENT

Agendas are subject to amendments



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

CONSENT AGENDA

Tuesday, September 15, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor

I. APPROVAL OF SEPTEMBER 1, 2020 MEETING MINUTES

II. APPROVAL OF BILLS \$2,859,040.58

III. CONTRACTS, AGREEMENTS, RESOLUTIONS:

- A. Resolution 42-20 Authorizing the Issuance of a Corrective Quitclaim Deed
- B. Resolution 43-20 Authorizing Defeasance and Prior Redemption of Hospital Revenue Refunding Bonds (Wyoming Medical Center Project), Series 2017, Dated July 26, 2017; Authorizing Prior Redemption of Hospital Revenue Notes (Wyoming Medical Center Project), Taxable series 2019, Dated July 29, 2019; Authorizing the Establishment of Escrow Account and Execution of an Escrow Agreement; and Authorizing the Purchase of Escrow Securities
- C. Corrective Quitclaim Deed
- D. Corrective Quitclaim Deed
- E. NC Employees Summary Plan Description (Blue Cross Blue Shield of WY)
- F. Encroachment Agreement (Underground Electrical Services 3rd Street & South Conwell Street)
- G. Encroachment Agreement (Utility and Access Tunnel South Conwell Street)
- H. Encroachment Agreement (McMurry Medical Arts)
- I. Encroachment Agreement (Hospital Building)
- J. Encroachment Agreement (East 2nd street Building)
- K. Encroachment Agreement (Underground Electrical Services East 2nd & East 3rd Streets)
- L. Encroachment Agreement (Underground Fiber Data Line)
- M. NC Contract for Services for Zoning Rewrite – Logan Simpson
- N. Ratification of Agreement between NC & Pope Construction – NCDC Kitchen Repairs
- O. NC Contract for Services for Design on Beartrap Shelters (Stateline No.7 Architects)

IV. STATEMENT OF EARNINGS: County Clerk \$120010.75; Mountain \$8548.85; Lake \$5885.00; R & B \$50.00; Planning \$4078.10; Cooperative Extension \$835.00;

V. TAXROLL CORRECTION 2019: GEORGE & MARY FENTON TRUST \$-2.85
TAXROLL CORRECTION 2020: UNITED STATES OF AMERICA \$-466.50; UNITED STATES OF AMERICA \$-1075.27; AUTOMATA LLC \$-352.89; KULL, CALEB \$-621.40; KULL, CALEB \$-352.89; SCHMITT, CHARLES E \$-486.18; JEFF & ANN PRICE REVOCABLE TRUST \$-109.55; ADAMS, KATHLEEN A \$-51.54; JEFFREY R & SARAH J OLSON LIVING TRUST \$-326.62; JEFFREY R & SARAH J OLSON LIVING TRUST \$-33.46; JEFFREY R & SARAH J OLSON LIVING TRUST \$-326.62; SALUTIS LC \$-222.13; SALUTIS LC \$-222.13; GEORGE & MARY FENTON TRUST \$-18.19; BLACK HILLS BENTONITE \$-96,394.09; ROCKING K PROPERTIES LLC \$-482.89

Agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
September 1, 2020

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, County Attorney Eric Nelson, Clerk Tracy Good and Commissioners' Assistant Michelle Maines

Consent Agenda:

Commissioner Kaufman moved for approval of the Consent Agenda. Commissioner Chadwick seconded the motion. Commissioner Bertoglio reported Resolution 42-20 does not have the final numbers, but will be before submitting. Motion carried.

Public Hearings

B. VC20-2

Jason Gutierrez, Development Director reported this is a variance request to reduce the minimum lot size in the urban Agriculture district to 8.96 acres to correct the easement and right-of-way for Enberg Rd.

Chairman Hendry opened the public hearing.

Speaking favor: Keith Nachbar, legal representation for the Biggs's. Ryan Ford, WPDN legal representation for the McNulty's

Hearing no comments in opposition. Chairman Hendry closed the public hearing.

Commissioner Milne moved for approval of the Variance Change incorporating staff recommendations of conditions and finding of facts. Commissioner Chadwick seconded the motion. Motion carried.

C. TA20-1

Jason Gutierrez, Development Director reported this a request to add regulations for Utility Scale Solar Energy system to the 2000 Zoning Resolution as Chapter 7, Section 21

Chairman Hendry opened the public hearing.

Hearing no comments in favor or opposition. Chairman Hendry closed the public hearing.

Commissioner Kaufman moved for approval of the Text Amendment incorporating staff finding if facts; staff's recommendation of 500 foot setback for consistency; staff recommendation of wind erosion bond. Commissioner Chadwick seconded the motion. Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Tracy Lamont (Casper).

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 6:16 p.m.

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

Newspaper listing for Bills 8/26/2020 through 9/8/2020

348 vendors listed

Total: \$ 2,859,040.58

AFLAC PREMIUM HOLDING \$3181.91	JONES, LONNA \$245.00
AGRICULTURE DEPARTMENT \$9345.94	KEEFE, KATHLEEN \$20.00
ALCOHOL & DRUG TESTING \$13255.20	KEEFE, PATRICK \$20.00
ALL AROUND TOWING & RECOVERY \$4200.00	KEFFER, KATHY ANN \$270.00
ALL OUT FIRE \$45.00	KIPP, TERRY \$249.49
ALSCO \$248.16	KNIEVEL, RON \$235.00
ALSPACH, CORALEE \$270.00	KONINGS, BARBARA \$270.00
ALVEY, KYLA \$235.00	KOSTENBAUER, LINDA \$235.00
AMBI MAIL & MARKETING \$10721.65	KUHL, DWIGHT C \$235.00
ANDERSON, CHRISTINE \$235.00	LANGE, LYNN \$20.00
ANDREEN, CATHY \$320.60	LARAMIE COUNTY ASSESSOR \$200.00
ANYTIME RECOVERY \$700.00	LEATHAM, NOREEN \$245.00
ARCA SEARCH CORPORATION \$10184.50	LESKE, JEANNE \$270.00
ARTHUR, CHRISTOPHER \$245.00	LEWALLEN, ALEX \$235.00
ASBURY, MARSHA \$225.00	LEWIS, SHERRIE D \$235.00
ASHBECK, SUSAN \$292.73	LIFETIME HEALTH & FITNESS \$819.10
ASSESSOR \$49293.72	LINCOLN, ANGELA \$235.00
ATLAS OFFICE PROD \$2291.56	M.A.D. TRANSPORTATION & TOWING \$7700.00
AUDIES SMALL ENGINE \$16.20	MACCARTER, ASENATH \$235.00
AXIS FORENSIC TOXICOLOGY \$851.00	MANNING, HENRIETTA \$235.00
B & B RUBBER STAMP SHOP \$7.25	MAO PHARMACY INC \$8932.58
BAR NUNN FIRE STATION \$75.00	MAXWELL, CYNTHIA LEE \$285.76
BARNETT, BRENDA \$270.00	MAYBERRY, MARY \$235.00
BARRETT, GINGER \$235.00	MCCARTY, TINA \$235.00
BASHORNSTANCE M \$235.00	MCGOONAN, JAYME \$235.00
BATTON, ELIZABETH \$27.50	MCGREGOR, DEBBIE \$40.00
BENNETT RANCH \$75.00	MCVEY, CHERRYLL L \$235.00
BENNETT, LOSINA \$20.00	MEMORIAL HOSPITAL OF CONVERSE COUNTY \$299.00
BENNETT, THOMAS L MD \$5400.00	MERYHEW, BARBARA \$245.00
BERGERON, LINDA \$235.00	MESTAS, DEBBIE \$235.00
BETHEL BAPTIST CHURCH \$75.00	MIDWEST HOSE & SPECIALTY INC \$408.83
BLACK HILLS ENERGY \$2532.78	MIDWEST TOWN HALL \$75.00
BLOEDORN LUMBER \$314.15	MILLER, JEANNE \$270.00
BOTT, PAULETTA \$235.00	MILLER, LEANN \$20.00
BOVEE, MARIAH \$245.00	MILLER, PHYLLIS \$235.00
BREED, ARDELL \$295.00	MILLS COMMUNITY CENTER \$75.00
BRESSLER RANCH \$75.00	MILNE, LAURA J \$235.00
BREZINA, SHAW \$215.00	MITCHELL, JENNIFER \$270.00
BRIGHT, ALLYSON \$235.00	MOODY, HANNAH \$245.00
BROWN LAW OFFICE P.C. \$6120.35	MOODY, WENDY \$245.00
BROWN, BONNIE J \$235.00	MORGAN, KATHY \$235.00
BULLARD, KAREN \$235.00	MORROW, HAROLD \$119.00
BURROUS, RANDY \$235.00	MUDGE, LILLIAN \$295.00
BUTLER, MICHELE \$320.37	NAPA AUTO PARTS \$1008.21
BYRON, REBECCA \$235.00	NC EMPLOYEE \$349326.41
CA STATE DISBURSEMENT \$378.00	NC TREASURER \$320197.89
CAMPBELL, MARCIA \$286.75	NC WEED & PEST \$24.50
CAPITAL BUSINESS SYS \$1841.53	NEVILLE, PATSY \$344.41
CARDINAL, ALMA K. \$235.00	NORCO SEATTLE \$3566.21
CARLSEN, ANN \$20.00	OLSEN, SHERRY \$245.00
CASPER CHILDREN'S CENTER \$449.17	ON THE HOOK \$1400.00
CASPER MEDICAL IMAGING PC \$495.44	ORCHARD TRUST \$10717.35
CASPER- NC HEALTH DEPARTMENT \$765.00	OSBORN, JESSICA \$235.00
CASTEEL II, ROBERT S \$5605.65	OUTPATIENT RADIOLOGY \$326.76
CDW GOVERNMENT INC \$7321.98	PATCHEN, MARY KAY \$270.00
CENTRAL FAIR AND RODEO \$65501.30	PEDERSEN, LLEWELLYN \$270.00
CHILD SUPPORT ENFORCEMENT \$49865.06	PEPPER TANK & CONTRACTING/GNB INC DBA \$120.00
CHRISTIAN CHURCH OF CASPER \$75.00	PETERSON, LORENE \$235.00
CHRISTIE, CAROLYN \$235.00	PHILLIPS, MARGUERITE \$235.00
CIRCUIT COURT OF THE SEVENTH \$1063.85	PRICE, PEGGY \$293.93
CITY OF CASPER \$193.25	PRINCE OF PEACE \$75.00
CLARK, GAYLE \$235.00	PSI DIGITAL IMAGING SOLUTIONS \$928.26
CLARK, JAMES A \$105.43	PURVIS, LOIS J \$235.00
CLERK OF COURT/ADMINISTRATION \$42752.71	RAGER, JERALD \$235.00
CLERK OF DISTRICT COURT \$8269.94	RAGER, MARY \$235.00
CLERK/ADMINISTRATION \$61976.07	RAWCLIFFE, RAMONA \$215.00

CLYMORE, LINDA	\$235.00	REDDING, SUSAN	\$245.00
COASTAL CHEMICAL CO	\$1223.98	REDDY, DEBRA	\$284.49
COCA-COLA BOTTLING CO	\$91.25	REED, DEBRA M	\$235.00
COLLINS, CRAIG	\$245.00	RESTORATION CHURCH	\$75.00
COLLINS, TRICIA	\$235.00	REYNOLDS, JENNIFER	\$245.00
COLONIAL LIFE & ACCIDENT INS	\$73.47	RMI	\$60.00
COMMISSION/ADMINISTRATION	\$10416.65	RMP	\$42696.83
COMMISSION/COUNTY ATTORNEY	\$24388.78	ROAD & BRIDGE - LAKE	\$15254.59
COMMISSION/COUNTY DEVELOPMENT	\$32194.07	ROAD & BRIDGE/ADMINISTRATION	\$63889.60
COMMISSIONER/ HR	\$7083.33	ROAD & BRIDGE/PARKS DEPT	\$14509.06
COMMISSIONERS/MAINT. SALARIES	\$25978.64	ROAD & BRIDGE/VEHICLE SVC	\$16236.25
COMTRONIX	\$329.00	ROBERTS, KATHRYN	\$245.00
CONARTY, ANNA MAY	\$20.00	ROBINSON, PATRICIA S	\$235.00
CONCORDANCE HEALTHCARE SOLUTIONS	\$112.76	ROBINSON, WENDY	\$245.00
CONVERGEONE INC	\$5184.90	ROGERS, CHRISTINE	\$215.00
CONVERSE COUNTY SO	\$1915.41	SALAZAR, SHERI	\$235.00
COOK, ADRIANNE	\$270.00	SANTISTEVAN, ANGELA	\$225.00
CORBETT, MARY LYNN	\$235.00	SATTERFIELD, LINDA	\$235.00
CORNERSTONE PROGRAMS	\$94.16	SCHABOT, GAYLENE	\$235.00
CORNERSTONE PROGRAMS CORP	\$146861.00	SCHAFFNER, JANIS	\$235.00
CORONER	\$17468.00	SCHLIDT, ERIC	\$235.00
COTTON, TIMOTHY C PC	\$7261.51	SENIOR CITIZENS CENTER	\$75.00
COWBOY AUTO SPA	\$39.00	SHAMBAUGH, KENT	\$295.00
COWBOY CHEMICAL	\$1401.70	SHAMBAUGH, LOLENA A	\$235.00
CREAGER, KATHLEEN	\$235.00	SHAMROCK FOODS CO	\$5724.71
DAYTON TRANSMISSION	\$3522.24	SHELLENBERGER, DONNA	\$235.00
DECECCO, PEGGY	\$235.00	SHERIFF/ADMINISTRATION	\$297970.95
DECECCO, STEVEN N	\$235.00	SHERIFF/COURTHOUSE SECURITY	\$61029.17
DEGROOT, DEBRAH K	\$235.00	SHERIFF/EMERGENCY MANAGEMENT	\$10610.00
DESPAIN, JANET	\$235.00	SHERIFF/NEW JAIL	\$433728.52
DEWITT WATER SYS	\$98.95	SHOWTIME INDUSTRIES	\$1074.00
DIERENFELDT, CATHY	\$235.00	SHRINE CLUB	\$75.00
DOYLE, BRENDA	\$235.00	SILVA CEMENT WORKS	\$1430.00
DRUG COURT	\$16600.35	SMATHERS, JO	\$295.00
DUSTBUSTERS INC	\$14852.93	SMITH, JUSTIN	\$601.25
E & F TOWING TRANS & RECOVERY	\$7000.00	SMITH, SUE	\$235.00
EDGERTON TOWN HALL	\$75.00	SNYDER, MARY C	\$235.00
ELECTION SYS & SOFTWARE	\$287.50	SOUTHLAND MEDICAL	\$129.29
ELROD, PAM	\$235.00	SPECTRUM	\$1327.64
EMERGENCY MEDICAL PHYSICIANS	\$919.00	ST PATRICK'S COMMONS	\$75.00
ENERGY LABORATORIES INC	\$257.00	STANLEY, THALIA A	\$235.00
EVANS, LYNN	\$235.00	STAPLES	\$199.99
EVANSVILLE COMMUNITY CENTER	\$75.00	STEWART, JAMES D	\$235.00
EWING, JOYCE	\$235.00	STIENMETZ, RONDA	\$295.00
FEEZER, LINDA	\$235.00	STOCKHOUSE, LOUISE	\$235.00
FENSTER, JOAN M	\$303.01	STONEKING, HELEN	\$220.00
FENTON, GEORGE	\$235.00	STOTZ EQUIPT	\$12255.65
FENTON, MARY	\$235.00	STRANG, PAMELA	\$250.76
FITZPATRICK, BARBARA	\$10.00	STRANG, RON	\$235.00
FLOYD'S TRUCK CENTER	\$771.77	STUDER, BERNARD JR	\$235.00
FOOTE, SHERRY L	\$235.00	SUNDQUIST, GAYLE	\$245.00
FRANKLIN, DIAHANN	\$295.00	SUTHERLANDS	\$973.19
FREIBERG, FERNE	\$235.00	SYN-TECH SYS	\$1100.00
FREIBERG, PATRICK J	\$235.00	SYVERTSON, JENNIFER	\$270.00
FREMONT MOTOR CASPER INC	\$0.00	SZEWCZYK, KAREN L.	\$235.00
FUHRMAN, LINDA	\$235.00	THE LANDING AT ROOSEVELT	\$75.00
FUNK, KRISTINA	\$245.00	TLC CLEANING	\$23700.00
G.A. SLEEP	\$318.00	TOWNSEND, SUE	\$235.00
GAMROTH, TRACY	\$270.00	TREASURER	\$48989.51
GAMROTHREY	\$215.00	TRUE, JOANN	\$245.00
GARNER, JANET K.	\$245.00	TY PICKETT & CO	\$5700.00
GARVER, KATHERINE	\$286.06	ULINE INC	\$80.72
GERLOCK, AMY	\$235.00	UNITED WAY OF NC	\$80.00
GIERKE, MARCIA	\$235.00	US FOODS	\$915.06
GIERKE, PHIL	\$235.00	VERIZON	\$77.04
GILLUM, JUDY	\$235.00	VIEIRA, HELENA	\$235.00
GOLDSTAR PROD INC	\$1935.85	VITAL RECORDS CONTROL (VRC)	\$463.59
GOMEZ, CARRIE	\$235.00	WAGNER, GERMAINE	\$235.00
GONZALES, VICTORIA	\$60.00	WALKER, DREW	\$245.00
GUNDERSON, QUINCY	\$13.00	WALKER, HEIDI	\$235.00

GUTHRIE, JULIA GAY	\$235.00	WALKER, JENNIFER E.	\$245.00
HALFERTY, DAN	\$235.00	WALLACE, MARTHA R.	\$270.00
HANNEMAN, TERRY	\$312.21	WALLACE, JANE	\$235.00
HARDEN, CHAD E	\$5565.00	WARDWELL WATER & SEWER DIST	\$75.00
HARRINGTON, SUSAN	\$235.00	WASHINGTON NATIONAL INS	\$2617.37
HARRISON, RUBY	\$286.29	WEBER, KATHRYN	\$235.00
HART, MAXWELL L	\$215.00	WEIXEL, CAROL	\$270.00
HARTMAN, V. JUNE	\$270.00	WHALEN, ANN	\$270.00
HEALTHSMART BENEFIT SOL	\$944.00	WHITMAN, TAMARA	\$235.00
HENDRY, LESLIE	\$215.00	WHITMANRRRIE	\$225.00
HIGH PLAINS POWER INC	\$30.00	WIDDOSS, LYNN	\$125.00
HILL, STUART	\$125.00	WIDIKER, MEREDITH K	\$303.01
HINCHEY, BRYCE A	\$235.00	WILKINSON, LISA	\$245.00
HLADIK, LYNNE	\$235.00	WILLOUGHBY, PHILLIP T.	\$9250.00
HOFFMAN, DONNA	\$235.00	WIMACTEL INC	\$154.00
HOLDEN, JANET	\$235.00	WOLFE, BETTY	\$10.00
HOPKINS, CHERYLE	\$235.00	WONDER WASH	\$32.40
HOPPER, MARY	\$235.00	WOOD, CINDI ATTN Y AT LAW	\$5645.15
HOUSE OF OUR SHEPARD CHURCH	\$75.00	WOOD, JUDY	\$286.52
HUBER, LINDSEY	\$245.00	WOODS, DAWN M	\$299.40
HUBER, LYNETTE	\$235.00	WOODWARD, ROBERT	\$235.00
HURLBUT, DESTRY N	\$270.00	WORTHEN, BETH	\$270.00
HUSTON, SHIANNE D	\$295.00	WRIGHT, LILLIAN K	\$270.00
ICMA RETIREMENT TRUST - 457	\$155.00	WSFP WESTERN STATES FIRE PROT. DBA	\$220.00
INFORMATION TECHNOLOGY	\$36071.64	WY CHILD SUPPORT STATE DISBURSEMENT UNIT	\$685.00
INLAND TRUCK PARTS & SVC	\$13.92	WY MACHINERY CO	\$1200.00
INSTALLATION & SVC CO INC	\$1996.00	WY MEDICAL CENTER INC	\$20.78
ITH, MONA SUE	\$235.00	WY OFFICE PROD	\$877.40
JARVIS, AUDREY	\$245.00	WY ORAL & MAXIOFACIAL SURGERY	\$2365.00
JENNINGS, KIT	\$245.00	WY RENTS	\$99.00
JENSEN, STEPHANIE	\$235.00	WY RETIREMENT SYS	\$233215.94
JIVIDEN, AMBER	\$235.00	WYSKUP, ALYSSA	\$10.00
JOHNSON CONTROLS.	\$44983.17	YATES, SHERYL	\$20.00
JOHNSON, IRMA JEAN	\$268.93	YEIGH, LESLIE ANNE	\$235.00
JOHNSON, JUDY	\$268.93	YOUNG, CANDICE	\$245.00
JOHNSON, LAURA	\$235.00	YOUTH CRISIS CENTER INC	\$2500.00
JOHNSON, ROBERT	\$235.00	ZEGLINLLEEN	\$235.00
JONES, KATHLEEN	\$235.00	ZERBE-ALME, KELLIE DBA ALL AREA PROCESS SVC	\$2425.00

RESOLUTION 42 - 2020

RESOLUTION AUTHORIZING THE ISSUANCE OF A
CORRECTIVE QUITCLAIM DEED

WHEREAS, Natrona County, Wyoming, as the Grantor executed a Quitclaim Deed for the sale of real property described therein by a metes and bounds description to Peter I. Wold, his heirs and assigns which deed was recorded on May 27, 1993, as Instrument Number 525036 with the Clerk of Natrona County, Wyoming; and,

WHEREAS, an error occurred in the drafting of the metes and bounds description in this Quitclaim Deed by the omission of a survey call being "thence N.28°16'W. 18.00 feet along the boundary common to said lots 370 and 371 to a point" which, if included in the description, would have allowed the description to have ended properly at its point of beginning as otherwise stated in this deed; and,

WHEREAS, this omission error is depicted on Exhibit "A" attached hereto, with the corrected legal description for this tract being attached as Exhibit "B"; and,

WHEREAS, this error is apparent on the face of this Quitclaim Deed, has resulted in a cloud on the title to this real property, and can be corrected by the issuance of a corrective Quitclaim Deed from Natrona County to Peter I. Wold; and,

WHEREAS, The Board of County Commissioners for Natrona County, Wyoming, finds that a Corrective Quitclaim Deed should be issued to correct this legal description to remove the cloud on the title to this real property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Natrona County, Wyoming, hereby approves and authorizes the execution and filing of a Corrective Quitclaim Deed to Peter I. Wold for the real property as set forth and described on Exhibit "B" attached hereto.

Adopted this _____ day of September, 2020.

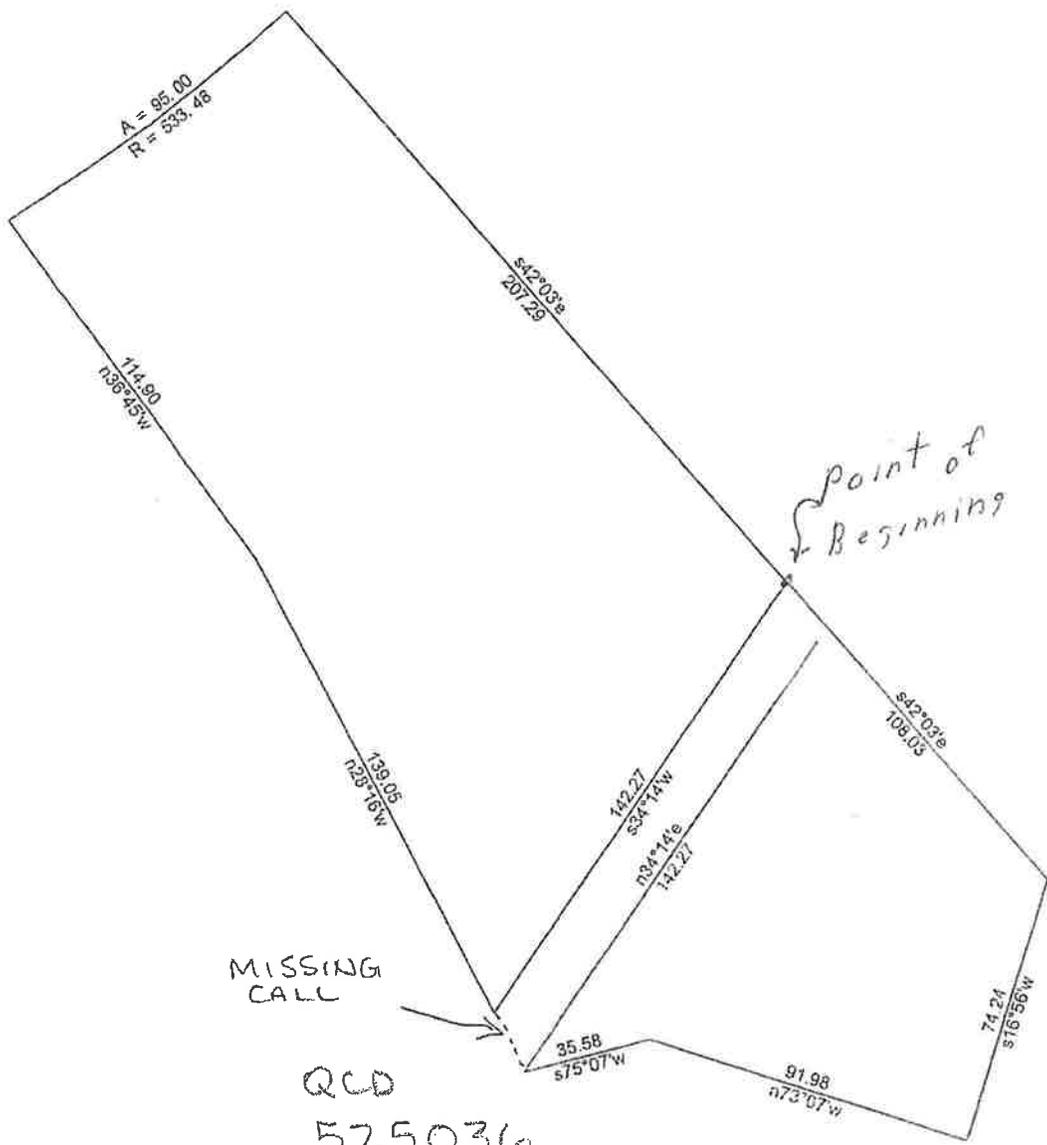
NATRONA COUNTY

BY: _____
Robert L. Hendry
Chairman, Board of County
Commissioners

Approved as to Form:


Eric Nelson, County Attorney

ATTEST: _____
County Clerk



MISSING CALL

Point of Beginning

QCD
525036

NAT. CO. → WOLD
BAD DESCR.

9/2/2020

Scale: 1 inch= 50 feet

File:

Tract 1: 0.5735 Acres (24984 Sq. Feet), Closure: s52.5555w 0.03 ft. (1/24180), Perimeter=699 ft.
Tract 2: 0.2505 Acres (10913 Sq. Feet), Closure: n27.3239w 18.09 ft. (1/25), Perimeter=452 ft.

- 01 s42.03e 207.29
- 02 s34.14w 142.27
- 03 n28.16w 139.05
- 04 n36.45w 114.90
- 05 Lt, r=533.48, arc=95.00, chord=n53.0256e 94.87
- 06 @2
- 07 s42.03e 108.03
- 08 s16.56w 74.24
- 09 n73.07w 91.98

- 10 s75.07w 35.58
- 11 n34.14e 142.27

EXHIBIT "A"

EXHIBIT "B"

THE SOUTHEAST PORTION OF LOT 370, VALLEY HILLS, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED AUGUST 13, 1958, IN BOOK 172 OF DEEDS, PAGE 47, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 370 FROM WHICH THE NORTHEAST CORNER OF SAID LOT 370 BEARS N.42°03'W., 207.29 FEET; THENCE S.42°03'E., 108.03 FEET ALONG THE NORTHERLY LINE OF SAID LOT 370 TO THE SOUTHERLY CORNER COMMON TO LOTS 369 AND 370; THENCE S.16°56'W., 74.24 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 370 AND COFFMAN AVENUE TO A POINT; THENCE N.73°07'W., CONTINUING ON SAID EASTERLY BOUNDARY 91.98 FEET TO A POINT; THENCE S.75°07'W., CONTINUING ON SAID BOUNDARY 35.58 FEET TO THE SOUTHERLY CORNER COMMON TO SAID LOT 370 AND LOT 371; THENCE N.28°16'W., 18.00 FEET ALONG THE BOUNDARY COMMON TO SAID LOTS 370 AND 371 TO A POINT; THENCE N.34°14'E., 142.27 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 43-2020

RESOLUTION AUTHORIZING DEFEASANCE AND PRIOR REDEMPTION OF HOSPITAL REVENUE REFUNDING BONDS (WYOMING MEDICAL CENTER PROJECT), SERIES 2017, DATED JULY 26, 2017; AUTHORIZING PRIOR REDEMPTION OF HOSPITAL REVENUE NOTES (WYOMING MEDICAL CENTER PROJECT), TAXABLE SERIES 2019, DATED JULY 29, 2019; AUTHORIZING THE ESTABLISHMENT OF AN ESCROW ACCOUNT AND EXECUTION OF AN ESCROW AGREEMENT; AND AUTHORIZING THE PURCHASE OF ESCROW SECURITIES.

WHEREAS, Natrona County, Wyoming (the "County") owns that certain County Memorial Hospital in Casper, Wyoming, commonly known as Wyoming Medical Center (the "Facilities"). The Board of Trustees of Memorial Hospital of Natrona County, Wyoming (the "Hospital Board") is vested with the rights of management and control of the Facilities, and is a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to the provisions of Title 18, Chapter 8, Article 1, Wyo. Stat.; and

WHEREAS, pursuant to the provisions of Wyo. Stat. §18-8-108, the Hospital Board, with the approval and consent of the Board of County Commissioners of Natrona County (the "Commissioners") has entered into an operating lease dated as of August 11, 1986, as amended, with Wyoming Medical Center, Inc., a Wyoming nonprofit corporation ("WMC") for the management and operation of the Facilities; and

WHEREAS, the Facilities include the Central Campus facilities, East Campus hospital facilities, Casper Surgical Center building, MRI building, two Support Services buildings, two Primary Care facilities, one immediate care facility, a building housing pulmonary care services, two 600-space parking structures and other properties in or near Casper, Wyoming, used or held for use in connection with WMC's operations, together with certain personal property used or held for use in the operation of such Facilities and properties or otherwise in connection with WMC's operations; and

WHEREAS, the County has previously issued its \$11,985,000 tax exempt Hospital Revenue Refunding Bonds (Wyoming Medical Center Project), Series 2017, dated July 26, 2017 (the "Series 2017 Bonds"), the proceeds of which were used for the advance refunding, discharging and redeeming of the County's outstanding Hospital Revenue Bonds, Series 2011, dated February 28, 2011 (the "Refunded Bonds"). The Refunded Bonds were issued to finance improvements to the Facilities; and

WHEREAS, the Series 2017 Bonds are currently outstanding in the principal amount of \$11,845,000; and

WHEREAS, the County has also authorized, sold and delivered its \$37,000,000 Hospital Revenue Notes (Wyoming Medical Center Project), Taxable Series 2019, dated July 29, 2019 (the "Series 2019 Notes"), the proceeds of which were used for the redemption of Natrona County, Wyoming, Bridge Loan Promissory Notes (Wyoming Medical Center Project), Taxable Series 2018 (the "Prior Taxable Notes"). The Prior Taxable Notes were issued to finance the purchase

of substantially all of the assets that were directly or indirectly related to, necessary for, or used in connection with the operations of the Mountain View Regional Hospital and Clinic in Casper, Wyoming; and

WHEREAS, the Series 2019 Notes are currently outstanding in the principal amount of \$34,640,000; and

WHEREAS, the Refunded Bonds, the Series 2017 Bonds, the Prior Taxable Notes and the Series 2019 Notes were issued pursuant to that certain Indenture of Trust, dated as of February 28, 2011, as amended and supplemented (the "Indenture") by and among the County, the Hospital Board and Zions Bancorporation, National Association, as trustee, paying agent and bond registrar (the "Trustee"); and WHEREAS, the County, the Hospital Board and WMC have entered into an Asset Purchase Agreement dated as of August 19, 2020 (the "Purchase Agreement") for sale of the Facilities to WMC; and

WHEREAS, the County has determined that it is in the best interests of the County to use amounts to be received from WMC which are not proceeds of tax-exempt obligations to provide for the redemption of the Series 2019 Notes on or about September 30, 2020, and payment of the principal and interest coming due on the Series 2017 Bonds through their first optional call date of September 15, 2027, and to call the remaining outstanding principal amount of the Series 2017 Bonds for redemption on September 15, 2027 (the "Defeasance"); and

WHEREAS, the County intends at this time to state its intention to treat the defeasance of the Series 2017 Bonds as anticipatory remedial action in accordance with the rules of U.S. Treasury Regulation Section 1.141-12(d)(3); and

WHEREAS, in order to accomplish the Defeasance, it is necessary for the County to establish an escrow fund for the payment of the principal of and interest on the Series 2017 Bonds when due and upon call of the Series 2017 Bonds for redemption on September 15, 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING:

Section 1. The Defeasance of the Series 2017 Bonds is hereby approved. In order to accomplish the Defeasance, the County shall establish an escrow fund (the "Escrow Account") for the payment of the Series 2017 Bonds with the Trustee acting as escrow agent (the "Escrow Agent"), pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into by and among the County, WMC and the Escrow Agent. Funds on hand in the Debt Service Fund and the Debt Service Reserve Fund established for the payment of the Series 2017 Bonds, if any, together with funds received from WMC not derived from proceeds of tax-exempt obligations as are necessary to accomplish the Defeasance, are hereby directed to be irrevocably deposited to the Escrow Account. The moneys so deposited to the Escrow Account shall be held in cash or invested in non-callable direct obligations of the United States of America or obligations the principal of and interest on which are fully guaranteed by the United States of America (the "Escrow Securities"). The cash and Escrow Securities deposited to the Escrow Account shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Series 2017 Bonds when due and upon call of the Series 2017 Bonds for redemption on September 15, 2027. The Escrow Agreement shall irrevocably direct the Escrow Agent to hold the Escrow Fund in trust for the payment of the principal of and interest on the Series 2017 Bonds when due and to take all necessary steps to call the Series 2017 Bonds for redemption on September 15, 2027. The Chairman of the Commissioners and the Natrona County Clerk (each, an "Authorized Officer") are each hereby

individually authorized to negotiate, approve, execute and deliver the Escrow Agreement for and on behalf of the County.

Section 2. Each Authorized Officer is individually authorized to take all other actions, and to approve, execute and deliver all other agreements, documents and certificates, and to provide such notices to or filings with the Internal Revenue Service, as may be necessary or advisable in order to accomplish the Defeasance of the Series 2017 Bonds and anticipatory remedial action as contemplated by this resolution, and to pay the necessary transaction costs of the Defeasance, including the fees and disbursements of the Escrow Agent, the financial advisor, the bidding agent, the verification agent, tax counsel and bond counsel.

Section 3. The County makes the following declarations for the purpose of complying with the anticipatory remediation rules of U.S. Treasury Regulation Section 1.141-12(d)(3) pursuant to the Internal Revenue Code of 1986, as amended (the "Code"):

(a) The proceeds of the Series 2017 Bonds were used to refund bonds previously issued by the County to finance a portion of the costs of the acquisition and construction of the Facilities.

(b) On or about September 30, 2020, the County expects to sell the Facilities to WMC, a 501(c)(3) corporation, and Banner Health, a 501(c)(3) corporation, will become the sole member of WMC. As a result, the County will no longer maintain ownership or control of the Facilities. In the event that the purchaser of the Facilities subsequently sells or leases any or all of the Facilities to a nongovernmental person or otherwise uses the Facilities for a private business use (a "Deliberate Action"), and no remedial action were taken, such Deliberate Action could cause the Series 2017 Bonds to become "private activity bonds," as defined in Section 141(a) of the Code.

(c) To accomplish anticipatory remedial action and therefore maintain the tax-exempt status of the Series 2017 Bonds in the event of a subsequent Deliberate Action, the County is establishing a defeasance escrow to defease the outstanding principal amount of the Series 2017 Bonds as described in Paragraph 1 of this resolution. In accordance with U.S. Treasury Regulation Section 1.141-12(d), the Series 2017 Bonds will be called for redemption on their earliest call date and the monies held in such defeasance escrow will not be invested at a yield in excess of the applicable yield on the Series 2017 Bonds.

(d) The County hereby declares its official intent to treat the Defeasance of the Series 2017 Bonds as anticipatory remedial action.

Section 4. The County hereby approves the engagement of the following firms in connection with the Defeasance: (i) Norton Rose Fulbright US LLP, as Tax Counsel; (ii) Freudenthal & Bonds, P.C., as Bond Counsel; and (iii) Causey Demgen & Moore, P.C., as verification agent for the defeasance.

Section 5. The County hereby authorizes the Escrow Agent to subscribe for any Escrow Securities on behalf of the County, if required on the part of the County, to fund the required escrow.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

ADOPTED AND APPROVED THIS 15th day of September, 2020.

ATTESTED:

**NATRONA COUNTY,
WYOMING**

County Clerk

Robert L. Hendry
Chairman, Board of County Commissioners

Approved as to form:



Eric K. Nelson
County Attorney

CORRECTIVE QUITCLAIM DEED

The County of Natrona, State of Wyoming, as the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, convey and quitclaim to Peter I. Wold, Grantee herein, all interest in the following described real estate situate in Natrona County and State of Wyoming, to-wit:

The real property described and set forth on Exhibit "A" attached hereto, the same being incorporated herein at this point as if fully set forth.

This Corrective Quitclaim Deed is being given to correct the legal description set forth in a Quitclaim Deed from the County of Natrona, State of Wyoming, as Grantor to Peter I. Wold, his heirs and assigns recorded on May 27, 1993, as Instrument Number 525036 with the Clerk of Natrona County, Wyoming.

Dated this ____ day of September, 2020.

NATRONA COUNTY, WYOMING:

BY: _____
Robert L. Hendry
Chairman
Board of County Commissioners

Approved as to Form:

Eric Nelson, County Attorney

ATTEST: _____
County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of September, 2020, by Robert L. Hendry, as the Chairman and member of the Board of County Commissioners for Natrona County, Wyoming.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

THE SOUTHEAST PORTION OF LOT 370, VALLEY HILLS, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AS PER PLAT RECORDED AUGUST 13, 1958, IN BOOK 172 OF DEEDS, PAGE 47, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 370 FROM WHICH THE NORTHEAST CORNER OF SAID LOT 370 BEARS N.42°03'W., 207.29 FEET; THENCE S.42°03'E., 108.03 FEET ALONG THE NORTHERLY LINE OF SAID LOT 370 TO THE SOUTHERLY CORNER COMMON TO LOTS 369 AND 370; THENCE S.16°56'W., 74.24 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 370 AND COFFMAN AVENUE TO A POINT; THENCE N.73°07'W., CONTINUING ON SAID EASTERLY BOUNDARY 91.98 FEET TO A POINT; THENCE S.75°07'W., CONTINUING ON SAID BOUNDARY 35.58 FEET TO THE SOUTHERLY CORNER COMMON TO SAID LOT 370 AND LOT 371; THENCE N.28°16'W., 18.00 FEET ALONG THE BOUNDARY COMMON TO SAID LOTS 370 AND 371 TO A POINT; THENCE N.34°14'E., 142.27 FEET TO THE POINT OF BEGINNING.

CORRECTIVE QUITCLAIM DEED

The County of Natrona, State of Wyoming, as the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, convey and quitclaim to Peter I. Wold, Grantee herein, all interest in the following described real estate situate in Natrona County and State of Wyoming, to-wit:

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Dated this ____ day of September, 2020.

NATRONA COUNTY, WYOMING:

BY: _____
Robert L. Hendry
Chairman
Board of County Commissioners

Approved as to Form:

Eric Nelson, County Attorney

ATTEST: _____
County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of September, 2020, by Robert L. Hendry, as the Chairman and member of the Board of County Commissioners for Natrona County, Wyoming.

Notary Public

My Commission Expires: _____

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Natrona County Employees

Summary Plan Description

Original Effective Date July 1, 2010

Restated ~~January~~ July 1, 2020

Claims Supervisor:



BlueCross BlueShield
of Wyoming

An independent licensee of the Blue Cross and Blue Shield Association

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NOTICE OF NON-DISCRIMINATION PRACTICE

Blue Cross Blue Shield of Wyoming (BCBSWY) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender. BCBSWY does not exclude people or treat them differently because of race, color, national origin, age, disability, or gender.

BCBSWY provides resources to access information in alternative formats and languages:

- Auxiliary aids and services, such as qualified interpreters and written information available in other formats, are available free of charge to people with disabilities to assist in communicating with us.
- Language services, such as qualified interpreters and information written in other languages, are available free of charge to people whose primary language is not English.

If you need these services, contact us at 1-800-442-2376 or by using the telephone number on the back of your member identification card. TTY users call 711.

If you believe BCBSWY has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Compliance Officer in our Legal Department

- by email at: Legal@bcbswy.com
- by mail at: BCBSWY Compliance Officer
Legal Department
PO Box 2266
Cheyenne, WY 82003-2266
- or by phone at: 1-800-442-2376

You can also contact Cindy Rissler, Benefits Director with Natrona County, at 307-235-9208.

Grievance forms are available by contacting us at the contacts listed above or by using the telephone number on the back of your member identification card. TTY users call 711. If you need help filing a grievance, assistance is available by contacting us at the numbers listed above.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights

- electronically through the Office for Civil Rights Complaint Portal, available at: <https://www.hhs.gov/ocr/complaints/index.html>
- by phone at:
1-800-368-1019 or 1-800-537-7697 (TDD)
- or by mail at:
Centralized Case Management Operations
U.S. Department of Health and Human Services
200 Independence Avenue SW
Room 509F HHH Bldg
Washington, DC 20201

Complaint forms are available at <https://www.hhs.gov/ocr/complaints/index.html>.

INTRODUCTION

This document describes the Medical, and Dental, and Vision Plan (The Plan) maintained for the exclusive benefit of the Employees of Natrona County. The Employer intends to maintain this Plan indefinitely, but reserves the right to terminate or change the Plan at any time and for any reason. This Plan represents both the Plan Document and the Summary Plan Description, which is required by the Employee Retirement Income Security Act of 1974, and amends and replaces any prior statement of health coverage contained in the Plan or any predecessor to the Plan. Changes in the Plan may be made in any or all parts of the Plan including, but not limited to, services covered, Deductibles, Copayments, maximums, exclusions or limitations, definitions, eligibility, etc.

Benefits under the Plan will only be paid for expenses incurred while the coverage is in force. Benefits will not be provided for services incurred before coverage under the Plan began or after coverage under the Plan is terminated. An expense is considered to be incurred on the date the service or supply was provided.

Blue Cross Blue Shield of Wyoming provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

SCHEDULE OF BENEFITS

EMPLOYER NAME: Natrona County Employees

GROUP NUMBER: 10359765

EFFECTIVE DATE: ~~January~~ July 1, 2020

PROBATIONARY PERIOD: 30 days (See DEFINITIONS section for definition of PROBATIONARY PERIOD)

OPEN ENROLLMENT: The Open Enrollment Period for this group is set each year by the employer.

Members Calendar Year Schedule of Benefits		
Cost-Sharing Amounts	Member's Responsibility for Covered Services	
Deductible:	Network:	Non-Network:
Single Coverage	\$1,500	\$1,500
Two Party Coverage	\$3,000	\$3,000
Adult & Dependent Coverage	\$3,000	\$3,000
Family Coverage	\$3,000	\$3,000
Coinsurance Amount-	20%	40%
Copayment Amounts- All classes of coverage	Office Visit: \$35 (Network and Non-network)	
	Urgent Care: \$50 (Network and Non-network)	
Out of Pocket Maximum Amount:		
Single Coverage	\$2,500	\$2,500
Two Adult Coverage	\$5,000	\$5,000
Adults & Dependent Coverage	\$5,000	\$5,000
Family Coverage	\$5,000	\$5,000
Prescription Drugs		
	Member's Responsibility for Covered Services	
Tier 1 Drugs	Covered generic drugs require that Members pay 20% Coinsurance.	
Tier 2 Drugs	Covered formulary brand drugs require that Members pay a \$15.00 Copayment and 20% Coinsurance.	
Tier 3 Drugs	Covered non-formulary brand drugs require that Members pay a \$35.00 Copayment and 50% Coinsurance.	
Prescription Drug Benefit Copayments and Coinsurance amounts will be applied toward the satisfaction of the Plan's Out of Pocket Maximum Amounts.		

DEFINITIONS

This section defines many of the terms and words that are found later in this document. The terms and words defined here are capitalized wherever they are used elsewhere in the document. NOTE: Not every service and supply discussed in the DEFINITIONS section is a covered benefit of this Plan.

- A. *ADMINISTRATIVE PERIOD*
A thirty (30) day period of time following the end of the Measurement Period.
- B. *ADULT AND DEPENDENT COVERAGE*
Coverage provided to the Employee and two or more eligible dependent children.
- C. *AGGREGATE DEDUCTIBLE*
A specified amount of Allowable Charges for Covered Services that Members under Family, Adult and Dependent, and Two Party coverages are responsible for within a specified period of time before all the Members under that coverage are considered to have met their Deductibles.
- D. *ALLOWABLE CHARGES*
The maximum amount allowed for Covered Services under this Plan. Allowable Charges are determined by the Blue Cross Blue Shield of Wyoming payment system in effect at the time the services are provided.
- E. *BILLING SERVICE DATE*
The date used in assigning effective dates and issuing billings.
- F. *BLUECARD® PROGRAM*
A nationwide program coordinated by the Blue Cross Blue Shield Association that enables Members to reduce claims filing paperwork and to take advantage of available local provider networks, medical discounts, and cost saving measures when they receive care in states other than Wyoming.
- G. *CLAIMS SUPERVISOR*
Blue Cross Blue Shield of Wyoming.
- H. *COINSURANCE*
A percentage of the cost of Covered Services that is a Member's responsibility after the Deductible has been met. Blue Cross Blue Shield of Wyoming calculates a Member's Coinsurance Amount off of the Allowable Charges. In the case of services obtained out of Blue Cross Blue Shield of Wyoming's service area, a local Blue Cross Blue Shield Plan's (Host Plan) provider contract may require a Coinsurance calculation that is not based on the discounted price the provider has agreed to accept from the Host Plan, but is, instead, based on the provider's full billed charges. This may result in a higher or, in some cases, lower Coinsurance payment for certain claims incurred when outside of Blue Cross Blue Shield of Wyoming's service area. Because of the many different arrangements between

N. ENROLLMENT DATE

The Enrollment Date for timely entrants means the first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period. The Enrollment Date for late entrants will be the effective date of coverage.

O. EXPERIMENTAL/INVESTIGATIONAL

A drug, device, or medical treatment or procedure is experimental or investigational:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, treatment, or procedure, or the patient informed consent document utilized with the drug, device, treatment, or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review and approval; or
3. If reliable evidence shows that the drug, device, or medical treatment or procedure is the subject of on-going phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis; or
4. If reliable evidence shows that the prevailing opinion among experts regarding the drug, device, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence shall mean only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, or medical treatment or procedure, or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

NOTE: Certain services related to cancer clinical trials or clinical trials for other life threatening diseases or conditions will be covered in accordance with federal and state law. Coverage shall be provided for individuals enrolled in a cancer clinical trial or a clinical trial for other life threatening diseases or conditions as follows:

1. Coverage will only be provided for Phase II, III, and IV cancer and other life threatening disease or condition clinical trial;
2. The cancer or other life threatening disease or condition clinical trial must be approved by an agency of the National Institutes of Health or, the United States Food and Drug Administration or, the Department of Veterans Affairs, or the Department of Defense;
3. Coverage is only available if medical care is rendered by a licensed health care provider operating within the scope of the provider's license;
4. Coverage for medical treatment shall be limited to routine patient care costs as follows:

- a. minimal care, custodial care, ambulatory care, or part-time care services, or
 - b. care or treatment of Mental Illness, alcoholism, drug abuse or pulmonary tuberculosis.
7. Hospice is a Facility Other Provider that offers a coordinated program of home care for a terminally ill patient and the patient's family.
 8. Other medical facilities not specifically listed above.

Q. FAMILY COVERAGE

Coverage that includes the Employee, the Employee's eligible spouse, and one or more eligible dependent children.

R. FORMULARY

A continually updated list of medications and related information, representing the clinical judgment of Physicians, pharmacists, and other experts in the diagnosis and/or treatment of disease and promotion of health, as determined by Blue Cross Blue Shield of Wyoming.

S. GROUP

The Plan sponsor who has signed an agreement with Blue Cross Blue Shield of Wyoming to provide administrative services to its eligible employees and Dependents.

T. HOME HEALTH AGENCY

A private or public organization certified by the U.S. Department of Health and Human Services. It provides skilled nursing services and other therapeutic services to patients in their homes.

U. HOSPITAL

A provider that is a short-term, acute, general Hospital which:

1. Is a duly licensed institution.
2. For compensation from its patients, is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians.
3. Has organized departments of medicine and Surgery.
4. Provides 24-hour nursing services by or under the supervision of registered graduate nurses, which are both physically present and on duty.
5. Is not other than incidentally a:
 - a. skilled nursing facility,
 - b. nursing home,
 - c. custodial care home,
 - d. health resort,
 - e. spa or sanitarium,
 - f. place for rest,
 - g. place for the aged,
 - h. place for the treatment of Mental Illness,
 - i. place for the treatment of alcoholism or drug abuse,
 - j. place for the provision of hospice care,

1. A medical Condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
 - a. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, or
 - b. Serious impairment to bodily functions, or
 - c. Serious dysfunction of any bodily organ or part, or
2. With respect to a pregnant woman who is having contractions if there is inadequate time to affect a safe transfer to another hospital before delivery, or if transfer may pose a threat to the health or safety of the woman or the unborn child.

CC. MEDICAL NECESSITY

1. A medical service, procedure or supply provided for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom and is a service, procedure or supply that:
 - a. Is medically appropriate for the symptoms, diagnosis or treatment of the condition, illness, disease or injury;
 - b. Provides for the diagnosis, direct care and treatment of the Member's condition, illness, disease or injury;
 - c. Is in accordance with professional, evidence based medicine and recognized standards of good medical practice and care;
 - d. Is not primarily for the convenience of the Member, Physician or other health care provider; and
2. A medical service, procedure or supply shall not be excluded from being a Medical Necessity solely because the service, procedure or supply is not in common use if the safety and effectiveness of the service, procedure or supply is supported by:
 - a. Peer reviewed medical literature, including literature relating to therapies reviewed and approved by a qualified institutional review board, biomedical compendia and other medical literature that meet the criteria of the National Institutes of Health's Library of Medicine for indexing in Index Medicus (Medline) and Elsevier Science Ltd. for indexing in Excerpta Medicus (EMBASE); or
 - b. Medical journals recognized by the Secretary of Health and Human Services under Section 1861(t) (2) of the federal Social Security Act.

DD. MEDICARE ELIGIBLES

Eligible Members age 65 and over have a choice of either:

1. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
2. Choosing the federal Medicare program as their primary coverage, in which case coverage for both the Employee and all covered Dependents under this Plan will terminate.

Members who attain age 65 and who are no longer active Employees, yet qualify to continue their coverage under the County, will have the federal Medicare program as their

Provider may bill Members directly and payments will be made directly to the Member. Similarly, if Members choose a Non-network Hospital or Facility Other Provider, they may be billed directly and payments may be made directly to the Member. Members will be responsible to Non-network Providers of services for all charges, regardless of the Allowable Charges or the amount of payment made under this Plan.

II. OUT OF POCKET MAXIMUM AMOUNT

The total Copayment, Deductible and Coinsurance Amounts for Covered Services that are a Member's responsibility during a single calendar year. When the Member's Out-of-Pocket Maximum Amount is met by any combination of Copayment, Deductible or Coinsurance Amounts during a single calendar year, Covered Services will be reimbursed at one-hundred percent (100%) for the remainder of that calendar year.

The calculation of the total Copayment, Deductible and Coinsurance Amounts toward the Out-of-Pocket Maximum Amount begins new on January 1 of each calendar year.

JJ. OUTPATIENT

A Member who receives services or supplies while not an Inpatient.

KK. PARTICIPATING

A dentist or Pharmacy which has entered into an agreement with Blue Cross Blue Shield of Wyoming (or its prescription drug card administrator) to bill Blue Cross Blue Shield of Wyoming directly for Covered Services. Blue Cross Blue Shield of Wyoming's payment will be made directly to the Participating dentist or Pharmacy.

NOTE: A Pharmacy which has not entered into an agreement with Blue Cross Blue Shield of Wyoming is called non-participating. A non-participating Pharmacy will bill Members directly and the Members will be responsible for all charges.

LL. PHARMACY

Pharmacy means any licensed establishment where prescription legend drugs are dispensed by a licensed pharmacist.

MM. PHYSICIAN

A licensed doctor of medicine or osteopathy licensed to practice medicine under the laws of the state or jurisdiction where the services are provided.

NN. PLAN ADMINISTRATOR/ PLAN SPONSOR

The administrator of the plan as defined by Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

OO. PRESCRIPTION DRUGS

Drugs and medications that have been approved or regulated by the Food and Drug Administration that can, under federal and state law, be dispensed only pursuant to a Prescription Drug order from a licensed, certified, or otherwise legally authorized prescriber. All drugs and medicines must be approved by the Food and Drug

TT. SINGLE COVERAGE

Coverage provided for the Employee only.

UU. SUBSCRIBER OR EMPLOYEE

The person who applies for coverage.

VV. SURGERY

1. The performance of generally accepted operative and cutting procedures including specialized instrumentations, endoscopic examination and other invasive procedures,
2. The correction of fractures and dislocations,
3. Usual and related pre-operative and post-operative care,

WW. THERAPY SERVICE

Services or supplies used for the treatment of an illness or injury to promote the recovery of the Member.

1. Radiation Therapy is the treatment for malignant diseases and other medical conditions by means of X-ray, radon, cobalt, betatron, telecobalt, and telecesium, as well as radioactive isotopes.
2. Chemotherapy is drug therapy administered as treatment for conditions of certain body systems.
3. Dialysis Treatments are the treatment of an acute or chronic kidney ailment which may include the supportive use of an artificial kidney machine.
4. Physical therapy involves the use of physical agents for the treatment of disability resulting from disease or injury. Physical therapy also includes services provided by occupational therapists when performed to alleviate suffering from muscle, nerve, joint and bone diseases and from injuries.
5. Respiratory Therapy is the treatment of respiratory illness and/or disease by the use of inhaled oxygen and/or medication.
6. Occupational Therapy is the treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those required by the person's particular occupational role.
7. Speech Therapy includes those services used for diagnosis and treatment of speech and language disorders which result in difficulty in communication.

XX. TWO PARTY COVERAGE

Coverage provided to the Employee and either the Employee's eligible spouse or eligible child.

ELIGIBILITY REGULATIONS

Employees and their Dependents are eligible for coverage under this Plan according to the following paragraphs and the Plan sponsor's final, conclusive, and binding authority to determine eligibility for benefits in accordance with this Plan.

A. *ELIGIBILITY*

1. In determining whether an ongoing Employee is classified as a Full-Time Employee, the Employer has set forth a Standard Measurement Period of eleven (11) months followed by a Standard Stability Period of twelve (12) months. If during the Standard Measurement Period, the ongoing Employee is determined to be a Full-Time Employee, the Plan will have a thirty (30) day Administrative Period to notify the Employee of his or her eligibility (and the eligibility of the Employee's eligible Dependents) to enroll in the Plan and to complete the enrollment process. An Employee who has been determined to be a Full-Time Employee during his or her Measurement Period will be offered coverage that is effective as of the first day of the Employee's Stability Period.
2. Determining Full-Time Employee status for New Variable Hour or Part-Time Employees: In determining whether a new Variable Hour, Seasonal, or Part-Time Employee will be considered as a Full-Time Employee during the Initial Stability Period, the Employer has set forth an Initial Measurement Period of eleven (11) months followed by an Initial Stability Period of twelve (12) months. If during the Initial Measurement Period, the Employee is determined to be a Full-Time Employee, the Plan will have a thirty (30) day Administrative Period to notify the Employee of his or her eligibility to enroll in the plan and to complete the enrollment process (and the eligibility of the Employee's eligible Dependents.)
3. Material Change in Position or Employment Status for New Variable Hour or Part-Time Employee:

An Employee who, during his or her Initial Measurement Period, experiences a material change in position or employment status that results in the Employee becoming reasonably expected to work at least thirty (30) Hours of Service per week for the Employer will be treated as a Full-Time Employee to whom coverage under the Plan will be offered to the Employee and his or her eligible Dependents beginning on the earlier of:

- a. The fourth full calendar month following the change in employment status if they averaged at least thirty (30) hours; or
 - b. The first day of the Initial Stability Period (but only if the Employee averaged at least thirty (30) Hours of Service per week during the Initial Measurement Period).
4. Material Change in Position or Employment Status for New Variable Hour or Full-Time Employee:

full. Eligible Employees who enter the armed forces on full time duty may also have rights to continuation of coverage as further described under the section on HOW TO ADD, CHANGE, OR END COVERAGE.

NOTE: The following are not eligible for coverage.

- a. Independent contractors
- b. Volunteers or non-compensated employees

NOTE: Active Employees age 65 and over must choose from the following:

- a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
- b. Benefits of the Federal Medicare program.

If the Federal Medicare program is chosen, the Employee will NOT be allowed to remain on this Plan.

B. DEPENDENT ELIGIBILITY

1. All Dependents of the covered Employee as defined by the Plan are eligible.
2. Dependents of the covered Employee who enter the armed forces on full-time duty are eligible for continuation of coverage in this Plan, regardless of whether the eligible employee elects to retain coverage for him/herself. See CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT under the section on HOW TO ADD, CHANGE, OR END COVERAGE.
3. A child for whom you are required to provide health coverage due to a Qualified Medical Child Support Order (QMCSO). Procedures for determining QMCSO may be obtained from the Plan Administrator at no cost.
4. Covered spouses age 65 and over must choose from the following,
 - a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
 - b. Benefits of the Federal Medicare program.

If the federal Medicare program is chosen, the spouse will NOT be allowed to remain on this Plan.

C. REHIRE PROVISION

1. After you become covered under the Plan, if your employment ends and you are rehired by the Employer within 13 weeks after your termination date, your coverage will take effect on the date you complete at least one hour of service, or as soon as administratively practicable. The Waiting Period will be waived.
2. If your coverage resumes within the same calendar year, the Plan will consider coverage continuously in force for purposes of applying the Deductible, Out-of-Pocket Maximum, and Plan Maximums.
3. If you were not covered under the Plan on the date of your termination because you

HOW TO ADD, CHANGE, OR END COVERAGE

A. *HOW TO ADD EMPLOYEES*

1. The eligible Employee (or newly elected official) should complete an application for coverage which should be submitted to the Payroll department and an electronic enrollment must be received by Blue Cross Blue Shield of Wyoming within thirty (30) days of the effective date (the swearing-in date for elected officials).
2. Based upon the acceptability and timeliness of the application, the effective date of coverage will be at the end of the Waiting Period (i.e. on the 31st day).
3. If an application is not submitted as described above, the Employee (or newly elected official) will be considered a Late Enrollee. Late Enrollees are eligible to apply for coverage during the Group's annual Open Enrollment Period as set by the employer. Provided the application is received by the Employer and an electronic enrollment is forwarded to Blue Cross Blue Shield of Wyoming during the Open Enrollment Period, a Late Enrollee will have coverage effective under this Plan on the ensuing January 1.

B. *HOW TO ADD DEPENDENTS*

1. Eligible Dependents can be added at the time the Employee applies for coverage by including their names and dates of birth on the application and checking the appropriate box. If the Dependent is included on the Employee's application, the effective date of coverage will be the same as that of the Employee.
2. To add eligible Dependents who were not included on the original application, a new application is required. If the application for coverage is received by the employer within thirty (30) days of the Dependent's initial date of eligibility, the effective date will be the first of the month following receipt of the application.
3. To add newly acquired eligible Dependents, the Employee should complete an application for coverage and the Employer will forward an electronic enrollment to Blue Cross Blue Shield of Wyoming immediately. The application must be received by the Employer within the prescribed period following the acquisition of the new Dependent as described below.
4. The effective date of coverage for newly acquired Dependents will be as follows:
 - a. For newly married individuals, an enrollment form must be submitted prior to the marriage for coverage to be effective on the date of marriage. Eligible individuals must submit their enrollment forms prior to the Effective Date of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins. Otherwise, coverage will begin the first of the month following the date enrollment form is submitted. In any case, the enrollment form must be submitted within thirty (30) days from the date of marriage or the spouse must wait until the next Open Enrollment Period.
 - b. Newborn children will be effective on the date of birth for a period of thirty-one (31) days. A completed application for the child will be required before claims will be processed. The Employee may continue coverage for the newborn child beyond the 31-day automatic coverage provided that the completed application for coverage of the newborn child is received by the Employer within sixty-one (61) days of the child's date of birth.

4. When the Plan is terminated. No continuation of coverage will be offered by Blue Cross Blue Shield of Wyoming.
5. By the Employee's request. Coverage ends on the next Billing Service Date following receipt of the written request.
6. When there is improper use of this Plan or the identification card, or when there is fraud or material misrepresentation associated with the application, or with the filing of a claim by the Member. The Employee is liable for any benefits payments made through such improper actions.
7. Active Employees age 65 and over must choose from the following:
 - a. Retaining coverage under this Plan as their primary coverage while the federal Medicare program serves as secondary coverage, or
 - b. Benefits of the Federal Medicare program.

If the Federal Medicare program is chosen, the Employee will NOT be allowed to remain on this Plan.

E. WHEN COVERAGE FOR DEPENDENTS ENDS

Coverage for a Dependent ends on the earliest of the following dates:

1. When the Employer notifies Blue Cross Blue Shield of Wyoming in writing to end coverage for a Dependent. Coverage ends on the next Billing Service Date following receipt of the written request.
2. The end of the month in which a dependent child attains age 26.

Eligibility will be continued past the limiting age for unmarried children who are BOTH incapable of self-sustaining employment and chiefly dependent upon the Employee for their support and maintenance by reason of mental or physical disability. Continuous coverage will be established at the same level of benefits. Proof of incapacity and dependency must be furnished to the Employer within thirty-one (31) days of the end of the month in which the limiting age is attained. Incapacity and dependency upon the Employee must both continue in order for the coverage to continue. Proof of such incapacity and dependency may be required from time to time. If the conditions of BOTH incapacity and dependency by reason of mental or physical disability are not continuously met, coverage will continue as required by Federal or State law as applicable.

3. When no longer qualifying as a Dependent as defined in this Plan.
4. a) qualified beneficiary begins coverage under another group health plan after electing continuation coverage; b) a qualified beneficiary engages in conduct that would justify the plan in terminating coverage of similarly situated Member or beneficiary not receiving continuation coverage (such as fraud).
5. The next Billing Service Date following a final divorce decree or separation for a dependent spouse.
6. When the Employee notifies Blue Cross Blue Shield of Wyoming in writing to end coverage for a Dependent. Coverage ends on the next Billing Service Date following receipt of the written request.

Employees who do not apply for coverage within 60 days as described are not later eligible to apply during the annual Open Enrollment period.

- d. The period of continuation of coverage for the Employee under the original group plan is 18 months (24 months for a Employee who leaves the job and enters the Armed Forces on a full time basis, or up to a maximum of 29 months if a Employee is disabled at the time of termination), or to the time of either coverage under another group health plan or entitlement to Medicare, whichever occurs first.
 - e. Continuation of coverage can be canceled only upon 1) abolition of all health plans by the employer, 2) the Employee's failure to make timely payment of monthly contributions, 3) the Employee's entitlement to Medicare, and 4) the Employee's coverage under another group health plan via remarriage.
2. Dependents who lose their coverage under the Plan may be eligible for a continuation of coverage as follows:
 - a. Individuals covered as Dependents are entitled to elect to remain in the Plan after coverage otherwise would end. The period of continuation of coverage is 36 months (18 months in the case of the Employee's termination or reduction in work hours resulting in loss of coverage), for (1) surviving spouses and children of deceased Employees, (2) separated, divorced or Medicare ineligible spouses and children of current Employees, and (3) children of current Employees who lose their dependent status under the terms of this Plan as specified above. NOTE: The period of continuation of coverage is 24 months if the Employee left the job and entered the Armed Forces on a full-time basis.
 - b. Dependents have the right to remain in the Plan at their own expense.
 - c. The Employer must notify Blue Cross Blue Shield of Wyoming within 60 days of the date of the loss of eligibility of the covered Dependent. LBS will then notify Dependents of their rights to continuation of coverage within 14 days of notification by the Employer. These Dependents will then have 60 days to elect continuation of coverage under the Plan. (NOTE: If the Employee or covered Dependent fails to report the Dependent's loss of eligibility within 60 days as described, the Dependent loses the right to continuation of coverage.)
 - d. The period of continuation of coverage is 18, 24, 29 or 36 months as stated above, or to the time of either coverage under another group health plan or entitlement to Medicare, whichever occurs first.
 3. Other coverage options besides COBRA Continuation Coverage:
 - a. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period". Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.
 4. Qualified Beneficiary
 - a. In general, you, your spouse, and any Dependent child covered under the Plan on the day before a qualifying event that causes you to lose coverage under the Plan is considered a "qualified beneficiary". In addition, any Dependent child who is born or placed for adoption with you during a period of COBRA continuation coverage is considered a "qualified beneficiary". Each qualified beneficiary

or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, your Spouse and any Dependent Child in your family may be entitled to receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months. To qualify for this extension in coverage, notification must be given to your Employer within 60 days after the later of (a) the date coverage under the Plan would end due to the qualifying event or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

10. Payment for COBRA Continuation Coverage Period

Once COBRA continuation coverage is elected, you must pay for the cost of the initial period of coverage within 45 days. Payments then are due on the first of each month to continue coverage for that month. If a payment is not received within 30 days of the due date, COBRA continuation coverage will be canceled and will not be reinstated. The amount you are required to pay for COBRA continuation coverage is 102% of the actual cost of coverage you elect, unless you qualify for the 11-month period of extended coverage due to disability (as specified above). In the event of disability, you may be required to pay up to 150% of the actual cost of coverage you elect for the 11-month extension period.

Additional information about the plan and COBRA continuation coverage is available from the Plan Administrator, who is identified on the General Information page of this plan.

H. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Act of 1993 (FMLA) generally applies only to groups of 50 or more Employees:

1. Under the FMLA, Employees may be eligible for continued coverage under this Plan while on unpaid leave for the reasons described below.
2. If the Employee has to attend to any of the following family needs, the Employee may be eligible for unpaid FMLA leave for up to a maximum period of 12 work weeks during any 12-month period:
 - a. The birth or adoption of a child,
 - b. The placement of a child in the Employee's custody for foster care,
 - c. The care of a spouse, child, or parent with a serious health condition, or
 - d. The Employee's own serious health condition which makes it impossible to perform the functions of the job.
 - e. A "qualifying exigency" (as defined by the Department of Labor) caused by the call up of an Employee's immediate family member (spouse, child, or parent), including reservist or member of the National Guard, to active duty in the armed forces.

This period will include any period of family or medical leave provided under any state or local law.

The Employee must complete an application for coverage which must be submitted to the Employer within 30 days after the Employee's or Dependent's other coverage ends. The effective date under this Plan will be the 1st of the month following receipt by the Employer of a substantially complete application.

2. If Employees gain a new Dependent as a result of marriage, birth, adoption, or placement for adoption, they may be eligible for a special enrollment for themselves and their Dependents, provided they complete an application for coverage which is submitted to the Employer within 30 days after the marriage, birth, adoption, or placement for adoption. The effective date of coverage will be:
 - a. In the case of marriage, the date of marriage,
 - b. In the case of a Dependent's birth, the date of birth, and
 - c. In the case of a Dependent's adoption or placement for adoption, the date of such adoption or placement for adoption.
3. If the Employee or any Dependents dropped coverage under this Plan due to the Employee's entrance into the armed forces on full-time duty. The Employee and any Dependents being added to the coverage must complete an application for coverage which must be submitted to the Employer within thirty (30) days after the date of termination of the Employee's full-time duty status. The effective date of coverage under this Plan for all such Subscribers will be the date of application, assuming receipt by the Employer of a substantially complete application.
4. If the Employee's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility, they may be eligible for coverage if the Employee completes an application which is submitted to the Employer within sixty (60) days after the termination. The effective date of coverage will be the first of the month following receipt of the application for coverage.
5. If the Employee or Dependent becomes eligible for a premium assistance subsidy under Medicaid or the Children's Health Insurance Program (CHIP), they may be eligible for coverage if the Employee requests coverage within sixty (60) days after eligibility is determined. The effective date will be the first of the month following receipt of the application for coverage.

Healthcare Service. A list of Covered Services requiring Authorization can be found at BCBSWY.com/precertwww.yourwyoblue.com.

B. *PHYSICIANS AND PROFESSIONAL OTHER PROVIDERS*

Payment by Blue Cross Blue Shield of Wyoming for Covered Services will be based on the Allowable Charges.

1. Network Physicians and Professional Other Providers have entered into an agreement with Blue Cross Blue Shield of Wyoming or another Blue Cross Blue Shield plan to accept the Allowable Charge as the full allowance for Covered Services. Payment for Covered Services provided by Network Physicians and Professional Other Providers will be made directly to them. Members are not responsible for amounts charged for Covered Services that are over the Allowable Charge.
2. Payment for Covered Services provided to Members by Non-network Physicians or Professional Other Providers will be made to the Employee and Employees are responsible for all charges, regardless of the Allowable Charges or the amount of payment made under this Plan.

If a Physician recommends that a Member be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming. See AUTHORIZATION REVIEW under HOSPITAL AND FACILITY OTHER PROVIDERS above.

C. *COPAYMENT REQUIREMENTS*

Services provided in a Physician's office or urgent care center will require a Copayment. This Copayment (\$35 for a Physician's office visit; \$50 for an urgent care center) covers only the office or urgent care visit itself and not any related services. Copayments will be charged in place of Deductible and Coinsurance and will be assessed even if the Member's calendar year Deductible has already been satisfied. Copayments cannot be applied toward satisfaction of the annual Deductible.

NOTE: Member's Copayments do not apply to PREVENTIVE CARE when services are provided by Network providers.

D. *DEDUCTIBLE REQUIREMENTS*

Under Single Coverage, the Deductible amounts for both Network and Non-network providers for each calendar year are shown on the Schedule of Benefits.

Under Two Party, Adult and Dependent, or Family Coverage, Deductible amounts which Members pay for services provided by Network providers will apply toward satisfying both their Network and Non-network annual Deductible requirements. Similarly, Deductible amounts which Members pay for services provided by Non-network Providers will apply toward satisfying both their Non-network and Network annual Deductible requirements.

The Family, Two Party, and Adult and Dependent Aggregate Deductibles may be satisfied in any of the following ways:

2. Covered Services will be reimbursed at one hundred percent (100%) of the Allowable Charges over the Out of Pocket Maximum Amount per calendar year for Network providers until the end of the calendar year.

Coinsurance amounts which Members pay for Covered Services provided by Network providers will apply toward satisfying both their Network and Non-network Out of Pocket Maximum Amounts.

Non-network Providers

1. Members pay 40% Coinsurance until the Out of Pocket Maximum Amount for Non-network providers shown on the Schedule of Benefits is met, then
2. Covered Services will be reimbursed at one hundred percent (100%) of the Allowable Charges over the Out of Pocket Maximum Amount per calendar year for Non-network providers until the end of the calendar year.

Coinsurance amounts which Members pay for services provided by Non-network providers will apply toward satisfying both their Non-network and Network Coinsurance Maximums.

NOTE: No part of the Member's Coinsurance liability can be applied toward future Deductible requirements.

NOTE: The Deductible does not apply to PREVENTIVE CARE when services are provided by Network providers.

G. CALCULATION OF OUT OF AREA PAYMENTS

Blue Cross Blue Shield of Wyoming has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever a Member obtains Covered Services outside of Blue Cross Blue Shield of Wyoming's service area, the claims for these Covered Services may be processed through one of these Inter-Plan Programs, which includes the BlueCard® Program.

Typically, when accessing Covered Services outside Blue Cross Blue Shield of Wyoming's service area, the Member will obtain the Covered Services from Physicians, Professional Other Providers, Hospitals and Facility Other Providers that have a contractual agreement with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue") (hereinafter referred to collectively for purposes of this provision as "Participating Providers"). In some instances, the Member may obtain Covered Services from Physicians, Professional Other Providers, Hospitals and Facility Other Providers that do not have a contractual agreement with a Host Blue (hereinafter referred to collectively for purposes of this provision as "Non-participating Providers"). Blue Cross Blue Shield of Wyoming's payment practices in both instances are described below.

1. BlueCard® Program

and the payment Blue Cross Blue Shield of Wyoming will make for the Covered Services as set forth in this paragraph.

b. Exceptions

In certain situations, Blue Cross Blue Shield of Wyoming may use other payment bases, such as billed charges, the payment Blue Cross Blue Shield of Wyoming would make if the Covered Services had been obtained within its service area, or a special negotiated payment, as permitted under Inter-Plan Programs' policies, to determine the amount Blue Cross Blue Shield of Wyoming will pay for Covered Services rendered by Non-participating Providers. In these situations, the Member may be liable for the difference between the amount that the Non-participating Provider bills and the payment Blue Cross Blue Shield of Wyoming will make for the Covered Services as set forth in this paragraph.

A. ACCIDENTS

DEFINITIONS- An "accident" is an unexpected traumatic incident which is identified by time and place of occurrence, identifiable by body member or part of the body affected, and caused by a specific event on a single day. Examples include a blow or fall, animal bites, allergic reactions to insect bites or medication, or poisoning. Accidents are not the result of either services received (e.g. a massage), physical training (e.g. a strain from an exercise routine), an activity of daily living not resulting from a blow or fall, or an intentionally self-inflicted injury (unless the injury is the result of a medical condition [either physical or mental] or domestic violence).

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Inpatient: See ROOM EXPENSES AND ANCILLARY SERVICES.

Outpatient: Covered when services are provided by a Physician, Professional Other Provider, Hospital, or Facility Other Provider.

NOTE: Services provided in an urgent care center will require a \$50 Copayment. This Copayment covers only the urgent care visit itself and not any related services. Copayments will be charged in place of Deductible and Coinsurance and will be assessed even if the calendar year Deductible has already been satisfied. Copayments cannot be applied toward satisfaction of the annual Deductible.

LIMITATIONS AND EXCLUSIONS-

See GENERAL LIMITATIONS AND EXCLUSIONS

C. ANESTHESIA SERVICES

DEFINITIONS- "Anesthesia" services are performed by a Physician or Certified Registered Nurse Anesthetist (C.R.N.A.) trained in this specialty. General anesthesia produces unconsciousness in varying degrees with muscular relaxation and reduced or absent pain sensation. Regional or local anesthesia produces similar muscular and pain effects in a limited area with no loss of consciousness.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Inpatient and Outpatient: Benefits will be paid for anesthesia services provided by a Physician or C.R.N.A. when necessary for covered surgery.

Allowances will be based on the type of Surgery and the amount of time necessary for anesthesia services.

LIMITATIONS AND EXCLUSIONS-

1. Hypnosis: Not covered for anesthesia purposes.
2. Other: The "limitations and exclusions" that apply to SURGERY benefits also apply to anesthesia service.

See GENERAL LIMITATIONS AND EXCLUSIONS

E. CARDIAC REHABILITATION

DEFINITIONS- “Cardiac Rehabilitation” is a program designed to assist Members recovering from recent heart problems by teaching them about their disease, symptoms, and management, and helping them to improve their coronary risk factors.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Inpatient: Benefits include charges for the room allowance and covered ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICES).

Outpatient: Benefits will be provided to a maximum of thirty-six (36) visits per incident.

LIMITATIONS AND EXCLUSIONS-

See GENERAL LIMITATIONS AND EXCLUSIONS

G. DENTAL SERVICES

DEFINITIONS- "Dental services" are those which are performed for treatment of conditions related to the teeth or structures supporting the teeth.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Hospital:

Inpatient: If a Member is hospitalized for one of the following reasons, benefits will be provided as shown under ROOM EXPENSES AND ANCILLARY SERVICES, when Covered Services are provided by a Hospital:

1. Excision of exostoses of the jaw, hard palate, cheeks, lips, tongue, roof, and floor of the mouth (provided the procedure is not done in preparation for a prosthesis).
2. Surgical correction of accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth (provided the procedure is not done in preparation for a prosthesis).
3. Treatment of fractures of facial bones.
4. Incision and drainage of cellulitis not originating in the teeth or gums.
5. Incision of accessory sinuses, salivary glands or ducts.
6. Reduction of dislocations of the temporomandibular joints.
7. Accidental injury (see limitation #1).

Benefits will also be provided for the room allowance and ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICE) in a Hospital if a Member has a hazardous medical condition (such as heart condition) which makes it necessary for him or her to have an otherwise non-covered dental procedure performed in the Hospital. (See "limitations".)

Outpatient: Benefits will be provided for initial services provided by a Hospital or other facility for any one of the seven procedures listed above under "INPATIENT" benefits.

Physician:

Inpatient and Outpatient: Benefits will be provided for the seven procedures listed above under "INPATIENT" benefits when provided by a Physician, dentist, or oral surgeon. The benefit allowance for Surgery includes payment for pre-operative visits, local infiltration of anesthesia, and follow-up care.

PREVENTIVE CARE: Dental screenings as indicated under PREVENTIVE CARE.

LIMITATIONS AND EXCLUSIONS-

DENTAL EXPENSE RIDER

Deductible Requirements: Dental expense benefits are subject to a separate Dental Deductible. The Deductible on Single Coverage is \$50.00; on Two Party, Adult and Dependent or Family Coverage, the Aggregate Deductible is \$100.00. The Deductible does not apply to Preventive and Diagnostic Services. Blue Cross Blue Shield of Wyoming utilizes United Concordia Dental as a Third Party Administrator to provide Dental benefits to eligible members.

PREVENTIVE AND DIAGNOSTIC: Payable at 100% of Allowable Charges.

1. Oral examination (but not more than twice per calendar year).
2. Prophylaxis - Teeth cleaning and scaling (but not more than twice per calendar year).
3. Bite wing x-rays (but not more than two sets per calendar year).
4. Emergency palliative treatment.
5. *Fluoride treatments (once every 12 months).
6. *Space maintainers.

(*Only a Covered Service for Members under the age of 19.)

RESTORATIVE PROCEDURES: Payment for Restorative Procedures is limited to 50% of Allowable Charges, subject to the Dental Deductible. Member is responsible to provide payment for the remaining 50% of the Allowable Charges.

1. X-rays as follows:
 - a. Full mouth x-rays (but not more than one set in 36 consecutive months).
 - b. X-rays required in connection with diagnosis of a specific condition requiring treatment, except x-rays provided in connection with orthodontic procedures and treatment.
2. Extractions (except extractions for orthodontics).
3. Oral Surgery (excluding procedures covered under the medical portion of this contract).
4. Fillings, including silver amalgam, silicate, acrylic, plastic, composite (except gold).
5. General anesthetics.
6. Periodontal treatment, diseases of gums.
7. Endodontic treatment (Pulp infection and root canal therapy).
8. Injection of antibiotic drugs.

PROSTHODONTIC TREATMENT: Payment for Prosthodontic Treatment is limited to 50% of Allowable Charges, subject to the Dental Deductible. Member is responsible to provide payment for the remaining 50% of the Allowable Charges.

1. Initial installation of fixed bridgework.
2. Initial installation of partial or full removable dentures.
3. Inlays, onlays, crowns.
4. Gold fillings.
5. Repair or replacement or addition to bridgework, dentures, crowns, inlays including recementing where necessary because of:
 - a. One or more teeth extracted after existing denture or bridgework was installed.

- restorations, cosmetic replacement of serviceable restorations; and materials (such as precious metal) that are more expensive than necessary to restore damaged teeth.
3. Benefits are not provided for mandibular staple implants, vestibuloplasty, or skin graft for atrophic mandible.
 4. Dentures and Bridgework: Benefits will not be provided for replacement of existing dentures or bridgework, except in the following cases:
 - a. When existing partial dentures, full removable dentures or fixed bridgework cannot be made serviceable and were installed five years before replacement, and/or
 - b. When replacement or installation of a denture or bridgework is due to necessary additional extractions or loss of teeth while individual is covered.
 5. Gold or other precious metals used in restorative or prosthodontic procedures will be payable at the semi-precious allowance.
 6. General Exclusions: Benefits will not be provided for the following:
 - a. Replacement of stolen or lost prosthetic devices.
 - b. Missed appointments.
 - c. Educational programs, such as training in plaque control or oral hygiene, or for dietary instructions.
 - d. Sealants (materials, other than fluorides, painted on the grooves of the teeth in an attempt to prevent further decay).
 - e. Implantology (an insert set firmly or deeply into or onto the part of the bone that surrounds and supports the teeth)
 - f. Appliances, restorations, and procedures to alter vertical dimension, including orthodontia and related services unless otherwise stated herein.
 - g. Myofunctional therapy and services and supplies related to temporomandibular joint dysfunctions and myofascial pain disorder.
 - h. Extra sets of dentures or other prosthetic devices or appliances.
 - i. Temporary or treatment dentures.
 7. Any limitations under this Dental Expense Rider on annual or calendar year maximums do not apply to Members under the age of 19.

See GENERAL LIMITATIONS AND EXCLUSIONS

I. HEMODIALYSIS AND PERITONEAL DIALYSIS

DEFINITIONS- "Hemodialysis" is the treatment of a kidney disorder by removal of blood impurities with dialysis equipment.

"Peritoneal dialysis" is a treatment where blood impurities are removed by using the lining of the peritoneal cavity as the filter.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Hemodialysis and peritoneal dialysis are covered when a Physician treats a Member as an Inpatient, in the outpatient department of a Hospital or other facility, or in the Member's home. The Plan will also pay for rental (but not to exceed the total cost of purchase) or, at its option, the purchase of equipment when prescribed by a Physician and required for therapeutic use.

LIMITATIONS AND EXCLUSIONS-

See GENERAL LIMITATIONS AND EXCLUSIONS

6. Donor expenses in the case of allogeneic transplant.
7. Prescription medications, including immunosuppressive drugs.
8. Transportation to and from the site of the transplant surgery is covered for the patient and one other individual. If the recipient is a minor, however, coverage is extended to provide transportation for both parents. Meals and lodging costs will also be provided for the other covered individual, or parents of the recipient.

LIMITATIONS AND EXCLUSIONS-

1. Coverage of this benefit is subject to all Authorization review requirements, including the use of designated facility providers.
2. Donor expenses are not Covered Services if the donor is a Member but the recipient is not.
3. Donor expenses for which benefits are available from another source are not covered.
4. Services and supplies for which government funding of any kind is available are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

L. HOSPICE BENEFITS

DEFINITIONS- A "hospice" offers a coordinated program of home care for a terminally ill patient and the patient's family. The program provides supportive care to meet the special needs from the physical, psychological, spiritual, social, and economic stresses which are often experienced during the final stages of terminal illness and during dying.

To obtain benefits, the Member must meet all of the following conditions:

1. The Member must experience an illness for which the attending Physician's prognosis for life expectancy is estimated to be six months or less.
2. Palliative care (pain control and symptom relief), rather than curative care, is considered most appropriate.
3. The attending Physician must refer the Member to the program and must be in agreement with the plan for treatment of the Member's condition.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Benefits are provided for the following:

1. Periodic nursing care by registered or practical nurses.
2. Home health aides.
3. Homemaker services.
4. Physical, occupational and respiratory therapy.
5. Medical social workers.

These hospice benefits are in place of all other benefits provided under any other part of the Plan for the same services.

LIMITATIONS AND EXCLUSIONS-

See GENERAL LIMITATIONS AND EXCLUSIONS

N. *INHERITED ENZYMATIC DISORDERS*

BENEFITS-

The equipment, supplies and Outpatient self-management training and education, including medical nutrition therapy for the treatment of inherited enzymatic disorders caused by single gene defects involved in the metabolism of amino, organic and fatty acids, as prescribed by a healthcare provider, are Covered Services.

Inherited enzymatic disorders include, but are not limited to, phenylketonuria, maternal phenylketonuria, maple syrup urine disease, tyrosinemia, homocystinuria, histidinemia, urea cycle disorders, hyperlysinemia, glutaric acidemias, methylmalonic academia and propionic academia.

LIMITATIONS AND EXCLUSIONS-

1. Outpatient self-management training and education must be provided by a certified, registered or licensed healthcare provider with expertise in inherited enzymatic disorders.
2. Outpatient self-management training and education is limited to:
 - a. A one (1) time evaluation and training program when Medically Necessary, within one (1) year of diagnosis;
 - b. Additional Medically Necessary self-management training shall only be provided upon a significant change in symptoms, condition or treatment.

See GENERAL LIMITATIONS AND EXCLUSIONS

- Managing and preventing high blood pressure
- Personalized fitness
- Better nutrition
- Preventing and managing back pain
- Controlling your asthma
- Achieving balance (stress management)

LIMITATIONS AND EXCLUSIONS-

Information on Interactive Health Solutions is provided here for informational purposes only. Benefits through Interactive Health Solutions are not provided as part of this Medical, Dental and Vision Plan (the Plan).

See GENERAL LIMITATIONS AND EXCLUSIONS

Q. MATERNITY AND NEWBORN CARE

DEFINITIONS - "Maternity" services are those required by covered female Employees and covered female spouses of Employees for the diagnosis and care of a pregnancy and for delivery services.

Delivery services include the following:

1. Normal delivery.
2. Caesarean section.
3. Spontaneous termination of pregnancy prior to full term.
4. Termination of pregnancy if carrying the fetus to full term would seriously endanger the life of the mother, or due to rape or incest.
5. Ectopic pregnancies.

"Newborn" services include the following:

1. Routine nursery charges for a newborn well baby billed by a Hospital.
2. Routine care of a newborn well baby billed by a Physician.

Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Under federal law, health insurance issuers generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the issuer may pay for a shorter stay if the attending provider (e.g. your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, an issuer may not, under federal law, require that a physician or other Health Care Provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain Authorization. For information on Authorization, contact Blue Cross Blue Shield of Wyoming.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

3. Prenatal services for Dependent children are covered; however, services related to the delivery are not covered.
4. Elective Abortions: Benefits will NOT be provided for the elective termination of a pregnancy prior to full term.

See GENERAL LIMITATIONS AND EXCLUSIONS

Wyoming's Authorization review program. See AUTHORIZATION REVIEW under HOW BENEFITS WILL BE PAID.

Outpatient: Benefits will be provided for Medical Care by a Physician when required for the treatment of a specific illness or injury. NOTE: Services provided in a Physician's office will require a Copayment of \$35 per visit per Member. This Copayment covers only the office visit itself and not any related services. Copayments will be charged in place of Deductible and Coinsurance and will be assessed even if the calendar year Deductible has already been satisfied. Copayments cannot be applied toward the satisfaction of the annual Deductible.

LIMITATIONS AND EXCLUSIONS-

1. Private Room Expenses: If the Member has a private room in a Hospital, Allowable Charges under the Plan are limited to the Hospital's average semi-private room rate, whether or not a semi-private room is available.
2. Routine Examinations: Services related to routine examinations and immunizations (such as yearly physicals or screening examinations for school, camp or other activities) are not covered except as described under PREVENTIVE CARE.
3. Eye Care: Except as described under PREVENTIVE CARE, services will not be covered for the condition of hypermetropia (far-sightedness), myopia (near-sightedness), astigmatism, anisometropia, aniseikonia and presbyopia. Benefits will not be provided for refractions, eye glasses, contact lenses, visual analysis or testing of visual acuity, biomicroscopy, field charting, orthoptic training, servicing of visual corrective devices or consultations related to such services.

See GENERAL LIMITATIONS AND EXCLUSIONS

Benefits will be provided based on the Allowable Charges for intensive outpatient services provided by a Hospital or Facility Other Provider.

Network Providers have agreed to accept Blue Cross Blue Shield of Wyoming's Allowable Charges as payment in full and will not bill Members for amounts that exceed Blue Cross Blue Shield of Wyoming's Allowable Charges. Reimbursement for care rendered by a Non-network provider will be made directly to Members on the same basis as if the provider were Network. Members may be responsible for amounts that exceed Blue Cross Blue Shield of Wyoming's Allowable Charges. Charges in excess of the Allowable Charges will not apply toward the Deductible or Out of Pocket Maximum Amount.

Other Outpatient or Office:

Network & Non-network Benefits – Covered Services provided in the office of a Physician or Professional Other Provider will be subject to a Copayment of \$35 per visit per Member. These Copayments will be charged in place of Deductible and Coinsurance and will be assessed until the Out of Pocket Maximum Amount has been satisfied. Copayments cannot be applied toward the satisfaction of the annual Deductible.

LIMITATIONS AND EXCLUSIONS-

1. Diagnosis for Mental Health or Substance Use Disorder: Services must be for the diagnosis and/or treatment of manifest mental health or substance use disorders. These disorders are described in two publications:
 - a. The most current edition of the International Classification of Diseases Adapted (Public Health Service Publication No. 1693).
 - b. The most current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.
2. Professional Services: Professional services must be performed by a Physician, licensed clinical psychologist, or Professional Other Provider who is properly licensed or certified. A Professional Other Provider must be acting under the direct supervision of a Physician or a licensed clinical psychologist. All providers, whether performing services or supervising the services of others, must be acting within the scope of their license.
3. Educational Credits: Benefits will not be paid for psychoanalysis or medical psychotherapy that can be used as credit towards earning a degree or furthering a Member's education or training regardless of the diagnosis or symptoms that may be present.
4. Marital Counseling: Benefits will not be paid for marital counseling or related services.
5. Tobacco Dependency: Benefits will not be paid for services, supplies or drugs related to tobacco dependency except as described under PREVENTIVE CARE.
6. Co-dependency Treatment: Services related to the treatment of the family of a person receiving treatment for tobacco, chemical or alcohol dependence are not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

U. PRESCRIPTION DRUGS AND MEDICINES

"Prescription Drugs and medicines" are medications that have been approved or regulated by the Food and Drug Administration that can, under federal and state law, be dispensed only pursuant to a Prescription Drug order from a licensed, certified, or otherwise legally authorized prescriber. All drugs and medicines must be approved by the Food and Drug Administration for the condition for which they are prescribed and not be identified as "investigational" or "experimental".

A. BENEFITS AVAILABLE THROUGH THE PRESCRIPTION DRUG BENEFIT:

Prescription Drugs and medicines are covered by the Prescription Drug Benefit when purchased from a Participating Pharmacy. When a Member needs a prescription filled, the Member should go to a Participating Pharmacy and present his or her identification card. The Participating Pharmacy will only charge for the Copayment and Coinsurance as shown below. The Pharmacy will be reimbursed for the remaining balance.

Benefits for Prescription Drugs and medicines purchased through a Participating Pharmacy are based on Allowable Charges and payable as follows:

1.
 - Tier 1 Drugs: Covered generic drugs require 20% Coinsurance. (NOTE: Prescription strength Omeprazole will be covered at this level.)
 - Tier 2 Drugs: Covered Formulary brand drugs require a \$15.00 Copayment and 20% Coinsurance
 - Tier 3 Drugs: Covered non-Formulary brand drugs require a \$35.00 Copayment and 50% Coinsurance
2. If the Member chooses a brand drug (whether Tier 2 or Tier 3) when a generic drug is available and authorized by the Physician, the Member must pay the appropriate Member cost-share for the brand drug selected, as well as the difference in cost between the brand drug and the generic drug. When the out-of-pocket maximum has been reached, the Member still pays the difference in cost between the brand name and the generic drug, even though the Member is no longer responsible for Prescription Drug Member cost-share.
3. The maximum amount or quantity of Prescription Drugs that will be considered as eligible charges may not exceed a 90 day supply when taken in accordance with the direction of the prescriber. (One Copayment will be taken per 30-day supply.) However, if the Prescription Drugs are purchased from an independent pharmacy outside the state of Wyoming, the maximum amount or quantity may not exceed a 30 day supply.

Formulary drugs are determined by Blue Cross Blue Shield of Wyoming. Member cost-share for covered Prescription Drugs and medicines under this benefit cannot be applied toward the Deductible or Out of Pocket Maximum Amount requirements of any other benefit of this Plan.

If a Member must purchase drugs from a non-participating Pharmacy, Blue Cross Blue Shield of Wyoming can provide the Member with special claim forms to obtain benefits under this section of the Plan. The claim forms must be sent to the address indicated on the form. When using a

3. Weight loss: Prescription Drugs and medicines related to weight loss programs are not covered.
4. For high dose chemotherapy and/or radiation therapy with bone marrow transplant and/or peripheral stem cell support, please see HIGH DOSE CHEMOTHERAPY AND/OR RADIATION THERAPY.
5. Hair Loss: Prescription Drugs and medications related to hair loss are not covered.
6. Tobacco Dependency: Benefits will not be paid for services, supplies or drugs related to tobacco dependency except as described under PREVENTIVE CARE.
7. Cosmetic Drugs: Prescription Drugs and medicines used for cosmetic purposes are not covered.
8. Orthomolecular Therapy: Orthomolecular therapy, including nutritional supplements, vitamins and food supplements, is not covered.

See GENERAL LIMITATIONS AND EXCLUSIONS

2. Birth through Age 21:
 - a. Visual impairment
 - b. Sensory screening hearing - 1 per calendar year (in addition to screening listed above) through age 21
 - c. Tuberculin test

3. Members Age 6 and older:
 - a. Routine physical examination (office visit) - males 1 per calendar year, females 2 per calendar year.
 - b. Adult aortic aneurysm screening for male Members ages 65 and older - lifetime maximum of 1 screening.
 - c. Alcohol misuse screening and behavioral counseling intervention –1 visit per calendar year for Members age 6 to 17; unlimited for Members age 18 and older.
 - d. Asymptomatic bacteriuria screening - pregnant women only.
 - e. Hepatitis B virus infection screening – no age or frequency limits.
 - f. Rh (D) incompatibility screening - pregnant women only.
 - g. Iron deficiency anemia screening - pregnant women only.
 - h. Diabetes screening.
 - i. Preventive contraception services: Contraceptive drugs, devices, appliances, implants and injections.
 - j. Sterilizations for females.
 - k. Lipid disorders screening (1) every five calendar years.
 - l. Osteoporosis screening once every 2 calendar years:
 1. females age 65 and older
 2. younger females whose fracture risk is equal to that of a 65 year old white woman who has no additional risk factors.
 - m. Sexually transmitted disease (STD) screening:
 1. Chlamydial infection screening – men age 16-18 and women age 6 and older
 2. Gonorrhea infection screening - men age 16-18 and women age 6 and older
 3. Syphilis infection screening - men and women at risk
 - n. Type 2 diabetes mellitus screening.
 - o. Immunizations as recommended by the CDC.
 - p. Human papillomavirus (HPV) for females age 30 and older - 1 every 3 calendar years.
 - q. Screening & counseling for interpersonal & domestic violence.
 - r. Counseling and screening for HIV.
 - s. Colorectal cancer screening for Members age 50 through 75:
 1. Fecal occult blood test - 1 per calendar year
 2. Sigmoidoscopy (including related services) - 1 every 5 years
 - t. Cervical cancer screening and related office visit - 1 per calendar year.
 - u. PSA test - 1 per calendar year for Employee and covered spouse only.
 - v. Mammogram screenings - 1 per calendar year for Employee and covered spouse only.
 - w. Breast Pump - 1 pump per pregnancy (manual or electric pump from a Participating home. medical equipment provider only). Authorization is required for Hospital grade pumps.
 - x. Screening for lung cancer (screening with low-dose computed tomography [LDCT]) – 1 per calendar year for Members age 55 through 80.

6. Medications for risk reduction of primary breast cancer in women 35 years of age and older:
 - a. Generic drugs require no Copayment and no preventive diagnosis is required.
 - b. Brand drugs are subject to the applicable Copayment and Coinsurance provisions unless the brand drug is both prescribed for preventive use and there is a demonstrated need for use of the brand rather than a generic drug. In that case, the applicable Copayment and Coinsurance would be waived.
7. PrEP with effective antiretroviral therapy to persons at high risk of HIV acquisition

LIMITATIONS AND EXCLUSIONS-

1. Services by Non-network providers: Except as shown above, benefits will not be provided for PREVENTIVE CARE services provided by Non-network providers.
2. Except for childhood screenings required due to recommendations by the HRSA and as specifically described above, no benefits are provided under PREVENTIVE CARE for either eye care or dental services.

See GENERAL LIMITATIONS AND EXCLUSIONS

X. PROPHYLACTIC SURGERY

DEFINITION - "Prophylactic Surgery" is an operating (cutting) procedure for preventing the development or spread of disease, including specialized instrumentations and usual and related pre-operative and post-operative care.

BENEFITS -

Authorization by Blue Cross Blue Shield of Wyoming is required for Prophylactic Surgery. See AUTHORIZATION under SECTION VII. HOW BENEFITS WILL BE PAID.

The following prophylactic surgeries will be a Covered Service:

1. Mastectomy
2. Oophorectomy
3. Hysterectomy

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Hospital:

Inpatient and Outpatient: Benefits include charges for the room allowance and covered ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICES).

NOTE: If a Physician recommends that a Member be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's Authorization review program. See AUTHORIZATION REVIEW under HOW BENEFITS WILL BE PAID.

Physician:

Inpatient and Outpatient: The Allowable Charge for Surgery performed by a Physician includes payment for pre-operative visits, local administration of anesthesia, follow-up care and recasting.

If a Member's Physician recommends that the Member be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's Authorization review program. See AUTHORIZATION REVIEW under HOW BENEFITS WILL BE PAID.

More than one Surgery performed by the same Physician during the course of only one operative period is called a "multiple surgery." Since allowances for Surgery include benefits for pre- and post-surgical care, total benefits for multiple surgeries are reduced as pre and post-surgery allowances do not duplicate those of the primary Surgery. The reduced benefit varies, depending upon the circumstances of the multiple surgeries.

Y. REHABILITATION

DEFINITIONS- Services primarily for the purpose of receiving therapeutic or rehabilitative treatment (such as physical, occupational, or speech therapy, etc.).

“Physical therapy” involves the use of physical agents for the treatment of disability resulting from disease or injury. Physical therapy also includes services provided by occupational therapists when performed to alleviate suffering from muscle, nerve, joint and bone diseases and from injuries. Some examples of physical agents used include heat, cold, electrical currents, ultrasound, ultraviolet, radiation, massage, and therapeutic exercise.

“Occupational Therapy” is the treatment of a physically disabled Member by means of constructive activities designed and adapted to promote the restoration of the Member's ability to satisfactorily accomplish the ordinary tasks of daily living and those required by the Member's particular occupational role.

"Speech therapy" (also called speech pathology) includes those services used for diagnosis and treatment of speech and language disorders which result in difficulty in communication.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Inpatient: Benefits will be provided to a maximum of forty-five (45) days per calendar year per Member.

Outpatient: Benefits will be provided to a maximum of twenty (20) visits per calendar year per Member.

LIMITATIONS AND EXCLUSIONS-

1. Inpatient Rehabilitation requires Authorization.

See GENERAL LIMITATIONS AND EXCLUSIONS

3. Personal or Convenience Items: Benefits will not be provided for services and supplies provided for personal convenience which are not related to the treatment of the Member's condition. (Examples: guest trays, beauty or barber shop services, gift shop purchases, long distance telephone calls, and televisions.)
4. Private Room Expenses: If the Member has a private room in a Hospital, Allowable Charges under the Plan are limited to the Hospital's average semi-private room rate, whether or not a semi-private room is available.

See GENERAL LIMITATIONS AND EXCLUSIONS

BB. SUPPLIES, EQUIPMENT AND APPLIANCES

DEFINITIONS- "Medical supplies" are expendable items (except Prescription Drugs) which are required for the treatment of an illness or injury.

"Durable medical equipment" is any equipment that can withstand repeated use, is made to serve a medical purpose, and is useless to a person who is not ill or injured, and is appropriate for use in the home.

"Prosthesis" is any device that replaces all or part of a missing body organ or body member.

"Orthopedic appliance" is a rigid or semi-rigid support. It is used to eliminate, restrict, or support motion in a part of the body that is diseased, injured, weak, or deformed.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

1. Durable medical equipment–Benefits will be provided for either the rental or the purchase of durable medical equipment, whichever is less expensive. When a purchase is authorized, benefits will also be provided for repair, maintenance, replacement, and adjustment of the equipment.
2. Medical supplies, including but not limited to:
 - a. Colostomy bags and other supplies for their use.
 - b. Catheters.
 - c. Dressings for cancer, diabetic and decubitus ulcers and burns.
 - d. Syringes and needles for administering covered drugs, medicines, or insulin.
 - e. Hyperalimentation
3. The following prosthesis and orthopedic appliances are covered, as well as fitting, adjusting, repairing, and replacement due to wear, or a change in the Member's condition which makes a new appliance necessary.
 - a. Artificial arms or legs.
 - b. Leg braces, including attached shoes.
 - c. Arm and back braces.
 - d. Cervical collars.
 - e. Surgical implants.
 - f. Artificial eyes.
 - g. Pacemakers.
 - h. Breast prosthesis and special bras.
4. One set of prescription glasses, intraocular lenses or contact lenses is covered when necessary to replace the human lens lost through intraocular Surgery or ocular injury. Replacement is covered if the Member's Physician recommends a change in prescription.
5. Oxygen - The Plan will pay for oxygen and the equipment needed to administer it.

CC. SURGERY

DEFINITIONS- "Surgery" is an operating (cutting) procedure for treatment of diseases or injuries, including specialized instrumentations, endoscopic examinations and other invasive procedures, the correction of fractures and dislocations, usual and related pre and post-operative care.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Hospital:

Inpatient and Outpatient: Benefits include charges for the room allowance and covered ancillary services (see ROOM EXPENSES AND ANCILLARY SERVICES).

NOTE: If a Physician recommends that a Member be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's Authorization review program. See AUTHORIZATION REVIEW under HOW BENEFITS WILL BE PAID.

Physician:

Inpatient and Outpatient: The Allowable Charge for Surgery performed by a Physician includes payment for pre-operative visits, local administration of anesthesia, follow-up care and recasting.

If a Member's Physician recommends that the Member be hospitalized (for any non-maternity or non-emergency condition), services MUST be submitted in advance to Blue Cross Blue Shield of Wyoming's Authorization review program. AUTHORIZATION REVIEW under HOW BENEFITS WILL BE PAID.

More than one Surgery performed by the same Physician during the course of only one operative period is called a "multiple surgery." Since allowances for Surgery include benefits for pre- and post-surgical care, total benefits for multiple surgeries are reduced as pre and post-surgery allowances do not duplicate those of the primary Surgery. The reduced benefit varies, depending upon the circumstances of the multiple surgeries.

LIMITATIONS AND EXCLUSIONS-

1. Cosmetic Surgery: "Cosmetic surgery" is beautification or aesthetic surgery to improve an individual's appearance by surgical alteration of a physical characteristic. Cosmetic surgery does not become reconstructive surgery because of psychiatric or psychological reasons.

Coverage of cosmetic surgery is subject to all Authorization review requirements, including the use of designated facility providers.

DD. SURGICAL ASSISTANTS

DEFINITIONS- "Surgical assistant" is either a licensed Physician who actively assists the operating surgeon in the performance of a covered surgical procedure or a specially trained individual (physician's assistant or registered nurse) who has met the necessary certification or licensure qualifications in the state where the services are being performed.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Inpatient and Outpatient: Covered when services are provided by a Physician, physician's assistant, or registered nurse.

~~NOTE: Benefits for surgical assistant services performed by another Physician will be based on 20% of the surgery allowance. Benefits for services performed by a Professional Other Provider will be based on 10% of the surgery allowance.~~

LIMITATIONS AND EXCLUSIONS-

1. Eligible Procedures: Surgical assistant benefits are available only for surgical procedures which are of such complexity that they require a surgical assistant as specified in the Medicare Correct Coding Initiative.
2. Other: The "limitations and exclusions" that apply to SURGERY benefits also apply to surgical assistant services.

See GENERAL LIMITATIONS AND EXCLUSIONS

FF. THERAPIES

(CHEMOTHERAPY, RADIATION, RESPIRATORY, OCCUPATIONAL, PHYSICAL, SPEECH)

DEFINITIONS- "Chemotherapy" is drug therapy administered as treatment for conditions of certain body systems.

"Radiation therapy" is the treatment for malignant diseases and other medical conditions by means of X-ray, radon, cobalt, betatron, telecobalt, and telecesium, as well as radioactive isotopes.

"Respiratory therapy" is the treatment of respiratory illness and/or disease by the use of inhaled oxygen and/or medication. The equipment used is necessary to allow adequate oxygen to be delivered to the lungs in an effort to appropriately oxygenate the blood.

"Occupational therapy" uses educational, vocational, and rehabilitative techniques in order to improve a patient's functional ability to achieve independence in daily living.

"Physical therapy" involves the use of physical agents for the treatment of disability resulting from disease or injury. Physical therapy also includes services provided by occupational therapists when performed to alleviate suffering from muscle, nerve, joint and bone diseases and from injuries. Some examples of physical agents used include heat, cold, electrical currents, ultrasound, ultraviolet, radiation, massage, and therapeutic exercise.

"Speech therapy" (also called speech pathology) includes those services used for diagnosis and treatment of speech and language disorders which result in difficulty in communication.

BENEFITS-

Network Benefits – Covered Services subject to 20% Coinsurance after the Deductible.

Non-network Benefits – Covered Services subject to 40% Coinsurance after the Deductible.

Hospital:

Inpatient: When provided by a Hospital and related to improvement of the condition for which the Member is admitted, the following types of therapy are covered:

1. Chemotherapy.
2. Radiation therapy.
3. Physical therapy.
4. Respiratory therapy.

Outpatient: When provided by a Hospital or other facility, the following types of therapy are covered:

1. Chemotherapy (drug and administration charges).

GG. TRAVEL MEDICAL BENEFIT

A “travel medical benefit” is available when Members travel for medical care to a Blue Distinction Center in Colorado, Utah, or Montana, or for cancer treatment at either the University of Texas MD Anderson Center, the Johns Hopkins Kimmel Cancer Center in Maryland, or the Taussig Cancer Institute at the Cleveland Clinic in Ohio.

A. Travel Benefit Steps

1. Members should inform the County Clerk’s Office that they are using the TRAVEL MEDICAL BENEFIT.
2. Members should confirm their eligibility by calling Blue Cross Blue Shield of Wyoming.
3. Members can find a Blue Distinction Center at bcbs.com/why-bcbs/blue-distinction.
4. If eligible, Members will have their Deductible waived and may travel with a companion.
5. Eligible Members may receive up to \$150 per day for: food, lodging, and travel (limited to \$2500 per calendar year per Member).
6. Members must retain their travel receipts and mail to:
Blue Cross Blue Shield of Wyoming, Attention Case Management, 4000 House Avenue,
Cheyenne, WY 82001

B. Eligible Areas of Expertise

1. Cardiac care
2. Cancer care (Services must be received from either a Blue Distinction Center, MD Anderson, John Hopkins or Cleveland Clinic to qualify)
3. Knee and hip replacement
4. Spine surgery
5. Human organ transplants (eligibility for travel benefits for human organ transplants does not start until the 366th day after the transplant)

C. Centers of Excellence for Cancer Treatment

1. University of Texas MD Anderson Center
www.mdanderson.org
2. Johns Hopkins Kimmel Cancer Center in Maryland
www.hopkinsmedicine.org
3. Taussig Cancer Institute at the Cleveland Clinic in Ohio
www.my.clevelandclinic.org

LIMITATIONS AND EXCLUSIONS-

See GENERAL LIMITATIONS AND EXCLUSIONS

~~training, the servicing of corrective lenses, and consultations related to such services will also be limited only to those benefits, if any, described above.~~

- ~~2. Prescription Sunglasses, Oversized, Photosensitive or Anti-Reflective Lenses: Will not be covered if the charge exceeds the Schedule of Benefits for lenses as defined.~~

~~See GENERAL LIMITATIONS AND EXCLUSIONS~~

H. COSMETIC SURGERY

Cosmetic Surgery: "Cosmetic surgery" is beautification or aesthetic surgery to improve an individual's appearance by surgical alteration of a physical characteristic. Cosmetic surgery does not become reconstructive surgery because of psychiatric or psychological reasons.

Benefits for a cosmetic surgery procedure and related expenses are allowed only when reconstructive surgery is required as the result of a birth defect, accidental injury, or a malignant disease process or its treatment. Reconstructive surgery will only be provided for the diseased body part except as noted below. Authorization is required before benefits are payable.

NOTE: Any Member who receives benefits in connection with a mastectomy and who elects breast reconstruction in connection with the covered mastectomy shall also be covered for the following in accordance with federal law:

1. Reconstruction of the breast on which the mastectomy has been performed,
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance, and
3. Prostheses and physical complications of all stages of mastectomy, including lymphedemas

I. CUSTODIAL CARE

Services furnished to help a Member in the activities of daily living which do not require the continuing attention of skilled medical or paramedical personnel are not covered regardless of where they are furnished.

J. DIAGNOSTIC ADMISSIONS

If a Member is admitted as an Inpatient to a Hospital for diagnostic procedures, and could have received these services as an Outpatient without danger to his or her health, benefits will not be provided for Hospital room charges or other charges that would not be paid if the Member had received Diagnostic Services as an Outpatient.

K. DOMICILIARY CARE

This type of care is provided in a residential institution, treatment center, or school because a Member's own home arrangement is not appropriate. Such care consists chiefly of room and board and is not covered, even if therapy is included.

L. EAR WAX

Services for the removal of ear wax are not covered.

M. EDUCATIONAL PROGRAMS

Educational, vocational, or training services and supplies are not covered except as explicitly described in the Plan.

- T. GOVERNMENT INSTITUTIONS AND FACILITIES*
Services and supplies furnished by a facility operated by, for, or at the expense of a federal, state, or local government or their agencies are not covered except as required by the federal, state, or local government. Benefits shall not be excluded when provided by, and when charges are made for such services by, a Wyoming tax-supported institution, providing the institution establishes and actively utilizes appropriate professional standard review organizations according to Section 35-17-101, Wyoming Statutes, 1977, as amended, or comparable peer review programs, and the operation of the institution is subject to review according to Federal and State laws.
- U. HAIR LOSS*
Wigs or artificial hairpieces, or hair transplants or implants, regardless of whether there is a medical reason for hair loss, are not covered.
- V. HOSPITALIZATIONS*
Hospitalizations, or portions thereof, which do not require 24-hour continuous bedside nursing care, or hospitalizations for services which could be safely provided on an outpatient basis, are not covered.
- W. HYPNOSIS*
Services related to hypnosis, whether for medical or anesthesia purposes, are not covered.
- X. LEARNING DISABILITIES*
Treatment for the reduction or elimination of learning disabilities is not covered.
- Y. LEGAL PAYMENT OBLIGATIONS*
Services for which legally a Member does not have to pay, or charges that are made only because benefits are available under this Plan are not covered except as required by the federal, state, or local government. This includes services provided by any person related to the Member or ordinarily residing in the Member's household.
- Z. MANAGED CARE PROVISIONS*
Coverage is subject to all Authorization review and medical management policies. Failure by either the provider of services or the Member to comply with such provisions may reduce or eliminate coverage in whole or in part.
- AA. MEDICAL SERVICES RECEIVED AS A RESULT OF CONTRACTUAL OBLIGATIONS OR A THIRD PARTY'S GUARANTEE TO PAY*
Benefits will not be paid for any claims related to medical services or supplies that a Member receives in relation to a third party's offer of any form of compensation or promise to pay any part or all of the costs of the medical services or supplies, as an inducement for the Member to seek, request, undergo or otherwise receive those medical services or supplies. This exclusion includes, but is not limited to, surrogate parenting, donation of body parts or organs, testing of medical procedures or supplies, gestational carrier services, pharmaceutical product testing and trials, and similar arrangements and agreements wherein the Member receives compensation, directly or indirectly, in cash or any other

GG. PHYSICIAN ASSISTANTS AND NURSE PRACTITIONERS

Services rendered by a physician's assistant or nurse practitioner when the sponsoring Physician sees the patient or becomes directly involved in the medical service being provided are not covered. (A sponsoring Physician is a licensed Physician approved to sponsor a physician assistant by the State Board of Medical Examiners.)

HH. PROCEDURES RELATED TO STUDIES

Procedures related to studies are not covered except as expressly allowed by this Plan. This includes any drugs and medicines, technologies, treatments, procedures, or services provided as a part of, or related to, any program, protocol, project, trial, or study in which the patient consent and/or protocol states that the program, protocol, project, trial, or study:

1. Is a "Phase I", "Phase II", or "Phase III" program, protocol, project, trial, or study, or
2. Is arranged so that the Members selected to take part are randomized, with some Members receiving the prescribed drugs, treatment, technologies, services, or procedures, and other Members receiving a different drug, treatment, technology, service, or procedure, or
3. Is a "research" program, protocol, project, trial, or study, or
4. Is an "investigational" program, protocol, project, trial, or study, or
5. Is utilizing investigational or experimental drugs and medicines, technologies, treatments, or procedures, or
6. Has individuals administering the program, protocol, project, trial, or study who are identified as "investigators", or
7. Is a "controlled" program, protocol, project, trial, or study.

II. PROPHYLAXIS/PROPHYLACTIC MEDICINE

Except as explicitly described elsewhere in this Plan, medical benefits and treatment that are of a preventive or prophylactic nature are not Covered Services under this Plan. Preventive or prophylactic treatments and services are those which are rendered to a person for purposes other than treating a present and existing medical condition in that person including, but not limited to, immunizations or Surgery on otherwise healthy body organs and/or parts.

JJ. REPORT PREPARATION

Charges for preparing medical reports or itemized bills or claim forms are not covered.

KK. ROUTINE HEARING EXAMINATIONS

Except as indicated under PREVENTIVE CARE, services will not be covered for the testing of hearing acuity. Services will not be covered for the prescription or fitting of a hearing aid or for the services related to the prescription or fitting.

LL. ROUTINE PHYSICALS

Services connected with routine physical or screening exams and immunizations are not covered except as described in PREVENTIVE CARE. (Examples of services not covered: yearly physicals, screening examinations for school, camp or other activities.)

WW. WEIGHT LOSS PROGRAMS

Services and supplies related to weight loss programs are not covered except for screening and counseling as listed under PREVENTIVE SERVICES covered under the Affordable Care Act.

XX. WORKERS COMPENSATION

No benefits will be provided for services, supplies or charges for any illness or bodily injury which occurs in the course of employment if benefits or compensation are available, in whole or in part, under the provisions of any legislation of any governmental unit. This exclusion applies whether or not the Member claims the benefits or compensation and whether or not the Member recovers losses from a third party.

Services the unpaid balance, not exceeding its aggregate coverage or 100% of any Allowable Charges (whichever is greater), based upon the following priorities:

1. Coverage not having a coordination of benefit or non-duplication provision similar to this provision.
2. Group coverage will be primary over an individual policy with a non-duplication provision.
3. Coverage of a plan, which covers the patient as an Employee will be primary over a plan covering the patient as a Dependent.
4. Dependent Children: The coverage of the parent whose birth date, excluding year of birth, occurs earlier in the calendar year, will be primary payor. If a plan does not have this provision, the primary payor will be determined by the provision of the plan not having this paragraph.
5. The above applies for children, except in situations where the parents are separated or divorced.
 - a. When the parents are separated or divorced and the parent with custody of the child has not remarried, the benefits of a plan covering the child as a Dependent of the parent with custody shall be primary over the plan covering the child as a Dependent of the parent without custody.
 - b. When the parents are divorced, and the parent with custody of the child has remarried, the benefits of the plan covering the child as a Dependent of the parent with custody shall be determined before the benefits of the plan covering the child as a Dependent of the step-parent, and the benefits of the plan covering the child as a Dependent of the step-parent will be determined before the benefits of a plan which covers that child as a Dependent of the parent without custody.
 - c. Notwithstanding paragraphs 1 and 2 herein, if there is a court decree which would otherwise establish financial responsibility for the medical, dental or other health care expenses with respect to the child, the benefits of a plan which covers that child as a Dependent of the parent with such responsibility shall be determined before the benefits of any other plan covering that child.
6. When the application of the above guidelines is not definitive, the benefits of a plan which has covered the patient for a longer period of time shall be primary payor.

Except in situations of a laid-off or retired employee, or a Dependent of such employee, the plan covering the person as an active employee will be primary, over the coverage as a laid-off or retired employee, unless either coverage does not contain a provision for laid-off or retired employees, then this subparagraph shall not apply.

F. DISCLAIMER OF LIABILITY

The Plan sponsor has no control over any diagnosis, treatment, care, or other service provided to a Member by any provider, and is not liable for any loss or injury caused by any health care provider by reason of negligence or otherwise.

G. DISCLOSURE OF A MEMBER'S MEDICAL INFORMATION

All Protected Health Information (PHI) maintained by Blue Cross Blue Shield of Wyoming under this Plan is confidential. Any PHI about a Member under the Plan obtained from

shall be brought later than three (3) years after the time written proof of claim for benefits is required to be furnished.

K. NOTICE OF DISCRETIONARY CLAUSE

This benefit Plan contains a discretionary clause. Determinations made by the Plan Administrator pursuant to the discretionary clause do not prohibit or prevent a claimant from seeking judicial review in court, of the Plan Administrator's decisions. By including this discretionary clause, the Plan Administrator agrees to allow a court to review its determinations anew (de novo) when a claimant seeks judicial review of the Plan Administrator's determinations of eligibility of benefits, the payment of benefits, or interpretations of the terms and conditions applicable to the benefit Plan.

L. MEMBER'S LEGAL OBLIGATIONS

The Member is liable for any actions which may prejudice the Plan sponsor's rights under this Plan. If the Plan sponsor must take legal action to uphold its rights, then it can require the Member to pay its legal expenses, including attorney's fees and court costs. Unless the court finds that the losing party's(ies') position was not frivolous or that the losing party(ies) litigated his (their) position on a reasonable basis.

M. PHYSICAL EXAMINATION AND AUTOPSY

The Plan sponsor, at its own expense, has the right to examine the person of the Employee, or any Dependent, when and as often as it may reasonably require during the pendency or review of a claim under this Plan and to require or make an autopsy where it is not otherwise prohibited by law.

N. PLAN IS NOT AN EMPLOYMENT CONTRACT

The Plan is not to be construed as a contract for or of employment.

O. PRIVACY OF PROTECTED HEALTH INFORMATION (PHI)

The Group is the plan sponsor of this group health plan (Plan) within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Group also administers the Plan for the benefit of the Plan and its Members. In order for the Group to properly administer the Plan, the Plan, or Blue Cross Blue Shield of Wyoming at the Plan's request, may disclose summary health information to the Group if the Group requests the summary health information for purposes of: (a) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (b) modifying, amending or terminating the Plan. "Summary health information" is information that summarizes the claims history, claims expenses, or claims experience of Members for whom the Group has provided benefits under the Plan, but which has been de-identified, pursuant to 45 C.F.R. §164.514(b)(2)(i). The Plan, or Blue Cross Blue Shield of Wyoming at the Plan's request, may also disclose to the Group information on whether an individual is participating in the Plan or is enrolled in or has dis-enrolled from the Plan.

However, in some instances, it may be necessary for the Group to have access to a Member's PHI in order to administer the plan. To avoid any conflict of interest that may be caused by the Group having access to a Member's PHI for purposes of administering

disclose a Member's PHI to the Group for the purpose of employment-related actions or decisions or in connection with any other employment-related benefit of the Group.

P PRUDENT MEDICAL CARE

The Plan administrator may consider limited exceptions to the contractual provisions of this Plan, based upon Medical Necessity and prudent medical care standards. Such decisions will be made only after establishing the cost-effectiveness, relative to alternative covered services, of medically necessary services performed on behalf of a Member, and with the agreement of the affected Member.

Any such decisions will not, however, prevent the Plan administrator from administering this Plan in strict accordance with its terms in other situations.

Q SELECTION OF DOCTOR

Any Member shall be free to select his or her doctor and Hospital. The Plan makes no guarantee as to the availability of a doctor or Hospital. The Plan's responsibility shall be solely to make payment for the benefits described in this Plan.

R SENDING NOTICES

All notices to the Member are considered to be sent to and received by the Member when deposited in the United States Mail with postage prepaid and addressed to the Member at the latest address appearing on Blue Cross Blue Shield of Wyoming's membership records.

S STATEMENTS AND REPRESENTATIONS

All statements contained in a written application, evidence of insurability form, or other written document or instrument made by the Employer or Employee to obtain this Plan, shall be considered representations and not warranties. No such statement made by any person insured under this Plan shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the person or, in the event of the death or incapacity of the insured person, to the person's beneficiary or personal representative.

Misrepresentations, omissions, concealment of facts and incorrect or incomplete statements as provided in this section shall not prevent the Plan from remaining in effect or prevent the payment of covered benefits under this Plan unless the Plan sponsor determines that either:

1. The statements and/or representations are fraudulent; or
2. The statements are material to the acceptance of the risk or coverage of the benefits provided under the Plan; or
3. The Plan sponsor, in good faith, if it knew the true facts as required by any application or other document as provided in this section, would not have:
 - a. Entered into the Plan or issued the coverage; or
 - b. Provided coverage with respect to the condition which is the basis for a claim under this Plan.

V. *WRITTEN NOTICE OF CLAIM*

1. Proof of claim must be furnished to Blue Cross Blue Shield of Wyoming at its office at 4000 House Avenue, Cheyenne, Wyoming 82003-2266.
2. The Plan sponsor will not be liable under this Plan unless proper notice (proof) is furnished to Blue Cross Blue Shield that Covered Services have been rendered to a Member. Written notice must be given within twelve (12) months after completion of services that are covered under this Plan. The notice must include the data necessary for Blue Cross Blue Shield of Wyoming to determine benefits. An expense will be considered incurred on the date the service or supply was rendered.
3. Failure to give notice to Blue Cross Blue Shield of Wyoming within the time specified above will not invalidate nor reduce any claim for benefits if it is shown it was not reasonably possible to give notice and that notice was given as soon as was reasonably possible, except in the absence of legal capacity.

W. *INTERNAL CLAIMS REVIEW PROCEDURE FOR GROUPS NOT SUBJECT TO ERISA*
If an Employer is not subject to the Employee Retirement Income Security Act of 1974 (ERISA) and a Member is not satisfied with the results of the processing of his or her claim, request for Authorization review, the Member may make a written appeal. When making the request for review or reconsideration, include the Employer, agreement and claim numbers.

1. *Emergency Services*

The Member and/or the Member's authorized representative have up to 180 days to appeal Blue Cross Blue Shield of Wyoming's denial of a claim for benefits. Upon receipt of an appeal from a Member and/or a Member's authorized representative, Blue Cross Blue Shield of Wyoming will notify the Member and/or the Member's authorized representative of its determination within a reasonable period of time, but no later than 72 hours after receiving the request.

NOTE: In order to be eligible for an external review, the timelines above must be followed.

2. *Authorization Review and Non-emergency Services*

The Member and/or the Member's authorized representative have up to 180 days to appeal Blue Cross Blue Shield of Wyoming's denial of a Hospital admission, Authorization of services, or claim for benefits. Upon receipt of an appeal from a Member and/or a Member's authorized representative, Blue Cross Blue Shield of Wyoming will notify the Member and/or the Member's authorized representative of its determination within a reasonable period of time, but no later than 45 days after receiving the request.

NOTE: In order to be eligible for an external review, the timelines above must be followed.

Members should mail or hand deliver their requests to:

release for records, a health care professional's statement of medical necessity and any other documents necessary. The State of Wyoming requires a fee to be submitted with all external review requests as noted in the Notice of Appeal Rights.

The Member's request must be received at Blue Cross Blue Shield of Wyoming, 4000 House Ave, PO Box 2266, Cheyenne, WY 82003-2266 within 120 days of the date on the Notice of Appeal Rights.

2. All Other Denials:

Expedited Review: The Member may be entitled to an expedited review when his or her medical condition or circumstances require it, and in any event within 72 hours, where:

- a. The timeframe for the completion of a standard review would seriously jeopardize the Member's life or health or would jeopardize his or her ability to regain maximum function; or
- b. The Member's claim concerns a request for an admission, availability of care, continued stay or health care service for which he or she received emergency services, but has not been discharged from a health care facility.

The Member's request must be made in writing and sent to Blue Cross Blue Shield of Wyoming, 4000 House Ave, PO Box 2266, Cheyenne, WY 82003-2266 within 120 days of the date of the internal appeal denial. A fee will be required with submission of an external review request as noted in the Notice of Appeal Rights.

Y. WYOMING INSURANCE DEPARTMENT

Members may also have rights under Wyoming Insurance law. For more information about those rights, Members may write the following address or call the following phone number: Wyoming Insurance Department, 106 East 6th Ave, Cheyenne, WY 82002. (Phone: 1-800-438-5768)

ENCROACHMENT AGREEMENT
(Underground Electrical Services 3rd Street and South Conwell)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 ("Encroaching Party") and the CITY OF CASPER, WYOMING ("City") with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, "**Parties.**"

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows ("Property"):

THE WEST HALF OF THE SOUTH 20 FEET OF LOT 6, AND THE WEST HALF OF THE NORTH 20 FEET OF LOT 7, BLOCK 74, "BUTLER'S ADDITION" TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 10, 1910 IN BOOK 9 OF DEEDS, PAGE 352.

AND

THE WESTERLY 60.0 FEET OF THE SOUTHERLY 40.0 FEET OF LOT 7, BLOCK 74, "BUTLER'S ADDITION" TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 10, 1910 IN BOOK 9 OF DEEDS, PAGE 352.

WHEREAS, the City is the owner of those certain public rights-of-way known as South Conwell Street and East 3rd Street (collectively, the "Street Rights of Way"), which public rights-of-way in part adjoin the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Street Rights of Way as legally described and set forth in Exhibit "A" hereto (the "Encroachment Area") for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires, and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the "Encroaching Property");

WHEREAS, fair compensation for the use of the Encroachment Area was determined by

comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Street Rights of Way (each an "Owner") and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Street Rights of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Street Rights of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the "Building") shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Street Rights of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Street Rights of Way in its present configuration and alignment and any of the present utilities within the Street Rights of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall

not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

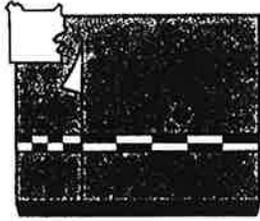
This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A- See attached



WORTHINGTON, LENHART
and CARPENTER, INC.

CONSULTANTS:
ENGINEERING, LAND SURVEYING AND LAND PLANNING

200 PRONGHORN

CASPER, WYOMING 82601

PHONE 307 / 266-2524

May 20, 1998

Gorder South Group
Attn.: Lisa Hubbard
606 South David Street
Casper, Wyoming 82601

W.O. No.: 9613-02

Description: (Underground Power Easement)

A Parcel located in and being portions of East 3rd Street and South Conwell Street, Butler's Addition to the City of Casper, Wyoming, a subdivision of a portion of the NW1/4NE1/4, Section 10, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

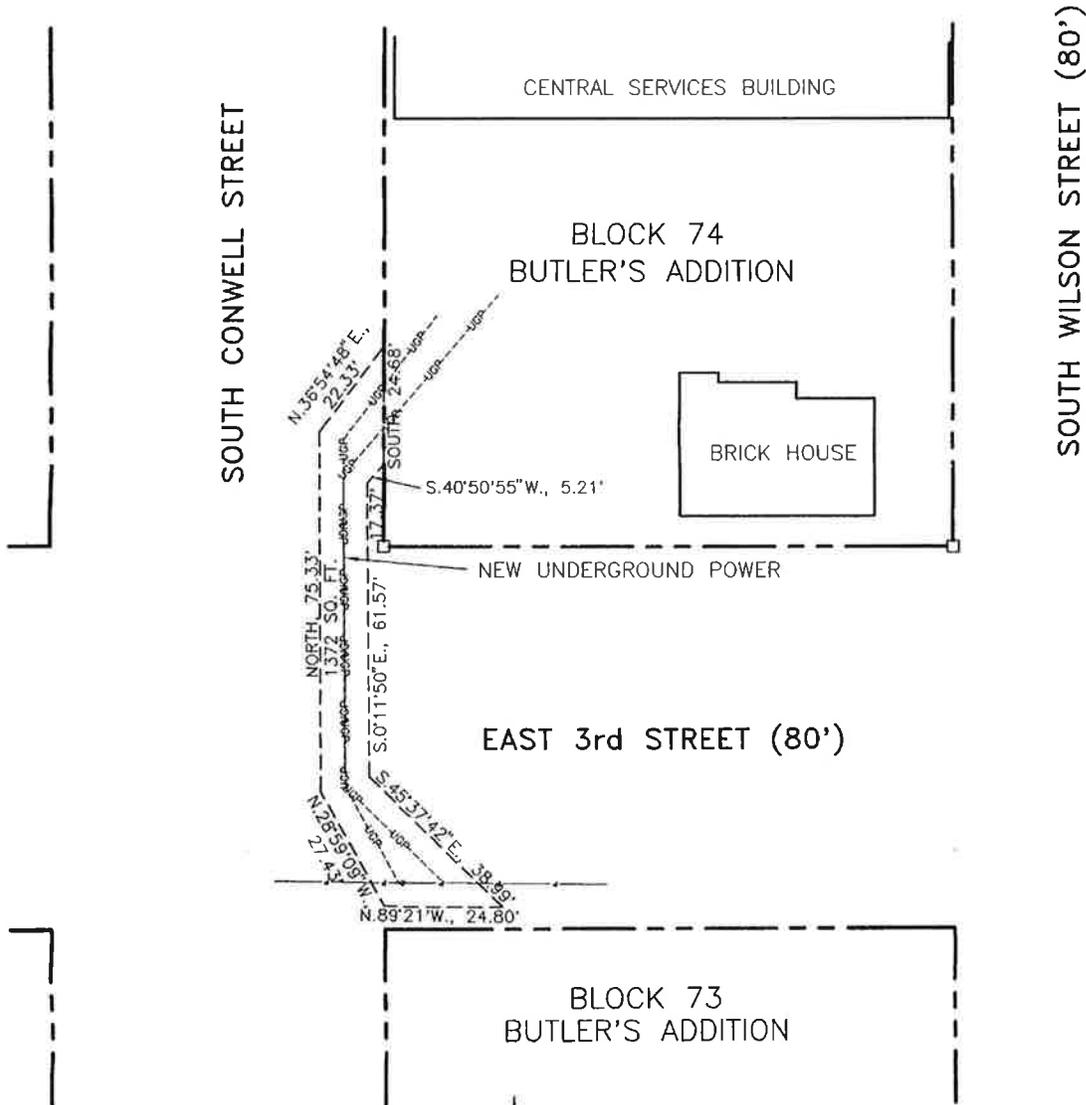
Beginning at the most northerly corner of the Parcel being described and also a point in the easterly line of South Conwell Street and the westerly line of Block 74 of said Butler's Addition and from which point the southwesterly corner of said Block 74 bears South, 42.05 feet; thence from said Point of Beginning and along the easterly line of said Parcel and South Conwell Street and the westerly line of said Block 74, Butler's Addition, South, 24.68 feet to a point; thence into said South Conwell Street, S.40°50'55"W., 5.21 feet to a point; thence continuing along the easterly line of said Parcel and into said East 3rd Street, S.0°11'50"E., 61.57 feet to a point; thence S.45°37'42"E., 38.99 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, N.89°21'W., 24.80 feet to the southwesterly corner of said Parcel; thence N.28°59'09"W., 27.43 feet to a point; thence along the westerly line of said Parcel, North, 75.33 feet to a point; thence N.36°54'48"E., 22.33 feet to the Point of Beginning and containing 1,372 square feet, more or less, as set forth by the plat attached and made a part hereof.

WORTHINGTON, LENHART & CARPENTER, INC.
200 PRONGHORN STREET, CASPER, WYOMING 82601

Client GORDER SOUTH GROUP Address 606 SOUTH DAVID STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

City CASPER County NATRONA State WYOMING
Section _____, T. _____ N., R. _____ W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision BUTLER'S ADDITION
SEE ATTACHED LEGAL DESCRIPTION.



Scale 1"=30'
Date 5-20-98
W.O. No. 9613-02
Book No. _____ Pg. _____
Acad Dwg.: PWRESMT



615936

2097

ENCROACHMENT AGREEMENT
(Utility and Access Tunnel South Conwell Street)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “**Parties.**”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF
CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT
RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (collectively, the “Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires and utility and access tunnel across the Conwell Street Right of Way between the Wyoming Medical Center and the Central Services Building (“Central Services Building”), and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each an “Owner”) and their respective

successors and assigns, subject to terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings on the Property (the "Building"), the Central Services Building, and the Encroaching Property shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et*

seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building, the Central Services Building and the Encroaching Property are completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall cease; provided, however, if the Encroaching Property is still necessary for utilities and a tunnel between the rebuilt building and rebuilt central services building, and the rebuilt encroaching property structures shall be essentially the same outside dimensions and configurations as the original Encroaching Property, then all of Encroaching Party's rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition

or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

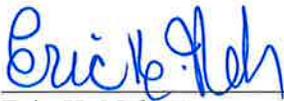
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A

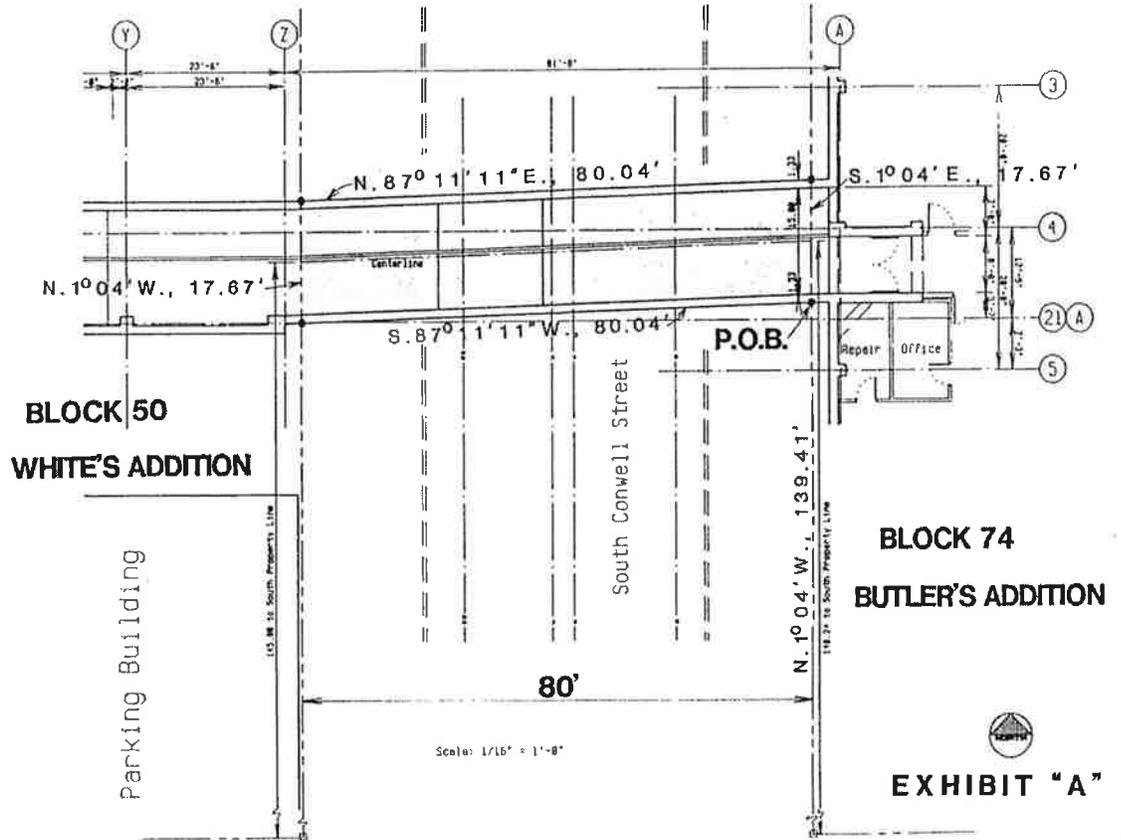
The following tunnel easement being located in a portion of the NW1/4 NE1/4 and NE1/4 NW1/4 of Section 10, Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described as follows:

Commencing at the southwesterly corner of Block 74, Butler's Addition to the City of Casper; thence, northerly along the westerly property line of Block 74 and easterly right-of-way line of South Conwell Street, N.1°04' W., 139.41 feet to a point being the southeasterly corner of said easement and the True Point of Beginning.

Thence, from the True Point of Beginning S.87°11'11"W., 80.04 feet along the southerly line of said easement to a point on the easterly property line of Block 50, White's Addition to the City of Casper and westerly right-of-way line of South Conwell Street being the southwesterly corner of said easement; thence, N.1°04'W., 17.67 feet, along the easterly line of said Block 50, being the westerly right-of-way line of said street and the westerly line of said easement to a point on the easterly line of Block 50, being the northwesterly corner of said easement; thence, N.87°11'11"E., 80.04 feet, along the northerly line of said easement to a point on the westerly property line of Block 74, Butler's Addition and easterly right-of-way line of South Conwell Street, and being the northeasterly corner of said easement; thence, S.1°04'E., 17.67 feet, along the westerly line of said Block 74 being the easterly right-of-way line of said street and the easterly line of said easement to the True Point of Beginning and containing 0.0324 acres more or less.

Depicted as the following:

**TUNNEL EASEMENT ACROSS
SOUTH CONWELL STREET**



ENCROACHMENT AGREEMENT
(McMurry Medical Arts)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between **COUNTY OF NATRONA, WYOMING** with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the **CITY OF CASPER, WYOMING** (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “B” hereto (the “Encroachment Area”) for the following purposes described herein relating to the following property in the Encroachment Area: pedestrian loading and unloading parking bay, sidewalk and stairs, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each and “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the

aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire building which is currently upon the Property (“Building”) and the Encroaching Property are completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to

indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building and the Encroaching Property are completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate; provided, however, if just the Encroaching Property is all or partially destroyed and Encroaching Property owner can reasonably rebuild the destroyed Encroaching Property to not encroach in the Encroachment Area without adversely affecting the use of the Building or the Encroaching Property, then the Encroaching Party shall reasonably work with the City to mitigate or eliminate the encroachment of the rebuilt Encroaching Property.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any

material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

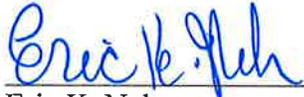
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A

PARCEL 2:

THE SOUTH 78 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 6:

LOTS 4, 5, 6, 7, 8 AND THE WEST 56 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

AND

THAT PORTION OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID DESCRIBED LOT, 56 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, RUNNING THENCE EAST 56.4 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES 70½ FEET TO A POINT; THENCE WEST AT RIGHT ANGLES AND PARALLEL TO THE NORTH LINE OF SAID LOT, 56.4 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE PLACE OF BEGINNING.

PARCEL 7:

THE EAST 50 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 8:

LOT 5, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 9:

LOT 6, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 10:

LOT 7, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 11:

LOT 8, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 12:

LOT 9, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 13:

THE NORTH HALF OF LOT 15, AND ALL OF LOT 16, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 14:

LOT 14 AND THE SOUTH HALF OF LOT 15, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 15:

LOT 13, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 16:

THE EAST HALF OF LOT 11, AND THE SOUTH 32 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RESUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 17:

THE WEST HALF OF LOTS 11 AND 12, AND THE NORTH 16 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 18:

THAT PORTION OF VACATED SOUTH MELROSE STREET, LOCATED BETWEEN EAST 3RD STREET AND EAST 5TH STREET AND THE EAST-WEST ALLEY THAT RUNS FROM SOUTH CONWELL STREET TO SOUTH MELROSE STREET, WITHIN BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AS VACATED BY ORDINANCE NO. 4-01 RECORDED MAY 9, 2001 AS INSTRUMENT NO. 670009,

AND

THAT PORTION OF THE VACATED NORTH/SOUTH ALLEY BETWEEN THE CASPER SURGICAL CENTER AND EAST 5TH STREET, AND SOUTH MELROSE STREET AND SOUTH WASHINGTON STREET, STARTING AT THE SOUTH LOT LINE OF LOT 17, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 9-01 RECORDED JUNE 29, 2001 AS INSTRUMENT NO. 673273,

AND

THAT PORTION OF THE ALLEY THAT ABUTS LOTS 1, 18, 19 AND 20, BLOCK 52; A PORTION OF THE ALLEY THAT ABUTS LOTS 1, 2, 3, 4, 17 AND 18, BLOCK 52; IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 22-95 RECORDED JUNE 8, 2020 AS INSTRUMENT NO. 1082490,

AND

THAT PORTION OF THE VACATED ALLEY IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS,
PAGE 614, AS VACATED BY ORDINANCE NO. _____ RECORDED _____ AS
INSTRUMENT NO. _____.

EXHIBIT B

An 84-foot long break in the existing north curb-and-gutter of East 5th Street and a 166 feet long sidewalk and stairs, beginning approximately 250 feet west of the existing back of curb (projected) along South Conwell Street, and ending approximately 22 feet east of the existing back of curb (projected) along South Washington Street. The width of the parking bay, sidewalk and stairs shall be 18 feet.

ENCROACHMENT AGREEMENT

(Hospital Building)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “**Parties.**”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: hospital building (“Building”), overhangs, drainage downspouts, water and/or snow run-off from any of the foregoing, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each and “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire Building shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental

Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Conwell Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building is completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable

amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A



CASPER
SUD PRODUCTIONS
COURT WY 82401
P. 307.265.2524

April 25, 1997
Revised: July 30, 2020

Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012

W.O. No.: 17030-01

Description: (Building and Overhang Encroachment – Conwell St.)

A Parcel located in and being a portion of south Conwell Street, City of Casper and also located in the N1/2, section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also a point in the easterly line of Block 50, White's Addition to the city of Casper, Wyoming and the westerly line of said South Conwell Street and from which point the northeasterly corner of said Block 50 bears North, 15.00 feet; thence along the northerly line of said Parcel and into said South Conwell Street, East, 10.00 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and parallel to the westerly line of said South Conwell Street, South, 275.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, West, 10.00 feet to the southwesterly corner of said Parcel and a point in the westerly line of said South Conwell Street and the easterly line of said Block 50; thence along the westerly line of said Parcel and South Conwell street and the easterly line of said Block 50, North, 275.00 feet to the Point of Beginning and containing 0.063 acres, more or less.

ENCROACHMENT AGREEMENT

(East 2nd Street Building)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 ("Encroaching Party") and the CITY OF CASPER, WYOMING ("City") with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, "**Parties.**"

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows ("Property"):

LOT 1, BLOCK 48, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of that certain public right-of-way known as East 2nd Street ("East Second Street Right of Way"), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area, the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of East Second Street Right of Way as legally described and set forth in Exhibit "A" hereto (the "Encroachment Area") for the purposes described herein relating to the following property in the Encroachment Area: overhangs of medical building ("Building") and water and/or snow run-off from any of the foregoing, and any replacements of any of the foregoing (collectively, the "Encroaching Property");

WHEREAS, fair compensation for the use of the Encroachment Area was determined by appraisal provided to the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the East Second Street Right of Way (each an "Owner") and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

Encroachment Agreement

Page 1 of 7

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced East Second Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the East Second Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event the entire Building shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the East Second Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION, AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the East Second Street Right of Way in its present configuration and alignment and any of the present utilities within the East Second Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property, and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and East Second Street Right of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Building is completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A



WLC
1000 N. Central Avenue, Suite 160
Phoenix, AZ 85012
www.wlc.org

July 30, 2020

Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012

W.O. No.: 17030-01

Description: (Building Overhang Encroachment – E. 2nd St.)

A Parcel located in and being a portion of East 2nd Street, City of Casper and also located in the N1/2, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also the northwesterly corner of Block 48, White's Addition to the City of Casper, Wyoming and the southerly line of said East 2nd Street; thence along the westerly line of said Parcel and into said East 2nd Street, North, 7.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and parallel to the southerly line of said East 2nd Street, East, 90.00 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel, South, 7.00 feet to the southeasterly corner of said Parcel and a point in the southerly line of said East 2nd Street and the northerly line of said Block 48; thence along the southerly line of said Parcel and East 2nd Street and the northerly line of said Block 48, West, 90.00 feet to the Point of Beginning and containing 0.014 acres, more or less.

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

ENCROACHMENT AGREEMENT
(Underground Electrical Services East 2nd and East 3rd Streets)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “Parties.”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described as follows (“Property”):

BLOCK 49 AND BLOCK 50, WHITE'S ADDITION TO THE CITY OF
CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT
RECORDED OCTOBER 16, 1912 IN BOOK 12 OF DEEDS, PAGE 56.

WHEREAS, the City is the owner of those certain public rights-of-way known as East 2nd Street and East 3rd Street (collectively, the “Street Rights of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area (defined below) the title issue would be resolved and the Encroaching Party would be allowed the continued use of a portion of Street Rights of Way as legally described and set forth in Exhibit “A” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground electrical distribution line of one more wires, and all necessary appurtenances thereto, and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Street Rights of Way (each an” “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Street Rights of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Street Rights of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the "Building") shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Street Rights of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Street Rights of Way in its present configuration and alignment and any of the present utilities within the Street Rights of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights,

immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

- c. Encroaching Party, and its successors in interest and assigns, hereby agree to indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any

material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

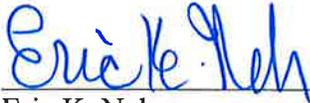
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public

Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

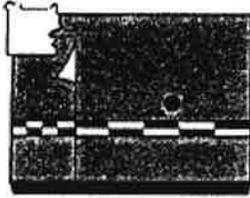
This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

Exhibit "A"



**WORTHINGTON, LENHART
and CARPENTER, INC.**

CONSULTANTS:
ENGINEERING, LAND SURVEYING AND LAND PLANNING

200 PRONGHORN

CASPER, WYOMING 82601

PHONE 307 / 288-2624

April 25, 1997

Gorder-South Group
Attn.: Lisa Hubbard
606 S. David Street
Casper, Wyoming 82601

W.O. No.: 9451-02

Description: (Easement No. 2 - Utility Trench)

A Parcel located in and across South Conwell Street, City of Casper, between the Central Services Building and Wyoming Medical Center and also located in the N1/2, Section 10, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described and also a point in the westerly line of Block 74, Butler Addition to the City of Casper, Wyoming and the easterly line of said South Conwell Street and from which point the southwesterly corner of said Block 74 bears South, 157.08 feet; thence along the southerly line of said Parcel and across said South Conwell Street, West, 80.04 feet to the southwesterly corner of said Parcel and a point in the westerly line of said South Conwell Street and the easterly line of Block 50, White's Addition to the City of Casper; thence along the westerly line of said Parcel and South Conwell Street, North, 4.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel and across said South Conwell Street, East, 80.04 feet to the northeasterly corner of said Parcel and a point in the easterly line of said South Conwell Street and the westerly line of said Block 74, Butler Addition; thence along the easterly line of said Parcel and South Conwell Street and the westerly line of said Block 74, South, 4.00 feet to the Point of Beginning and containing 0.007 acres, more or less.

Encroachment Agreement
Page 7 of 7

ENCROACHMENT AGREEMENT
(Underground Fiber Data Line)

THIS ENCROACHMENT AGREEMENT dated this _____ day of September 2020, is by and between COUNTY OF NATRONA, WYOMING with an address of 200 North Center Street, Room 202, Casper, Wyoming 82601 (“Encroaching Party”) and the CITY OF CASPER, WYOMING (“City”) with an address of 200 North David, Casper, Wyoming 82601. The Encroaching Party and the City are together referred to hereafter as the, “**Parties.**”

RECITALS:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Natrona County, Wyoming, described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”):

WHEREAS, the City is the owner of that certain public right-of-way known as South Conwell Street (“Conwell Street Right of Way”), which public right-of-way in part adjoins the Property;

WHEREAS, Encroaching Party is in the process of transferring the Property and has agreed as a condition precedent to the transfer to resolve the encroachment of the Encroaching Property (defined below) pursuant to this Agreement;

WHEREAS, if the City Council of the City of Casper approves this Encroachment Agreement and the City receives fair compensation for the use of the Encroachment Area (defined below) the title issue would be resolved and the Encroaching Party is allowed the continued use of a portion of Conwell Street Right of Way as legally described and set forth in Exhibit “B” hereto (the “Encroachment Area”) for the purposes described herein relating to the following property in the Encroachment Area: an underground data line and any replacements of any of the foregoing (collectively, the “Encroaching Property”);

WHEREAS, fair compensation for the use of the Encroachment Area was determined by comparison of similar fees for underground encroachment charged by the City;

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachments;

WHEREAS, the Parties intend that this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of each of the Property and the Conwell Street Right of Way (each an “Owner”) and their respective successors and assigns, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the

aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the City do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM. Encroaching Party conveys and quitclaims to the City all right, title, and interest now owned or hereafter acquired in and to the afore-referenced Conwell Street Right of Way, if any.

2. AGREEMENT TO ALLOW ENCROACHMENTS. The City hereby agrees the Encroaching Party shall have the right to have the Encroaching Property in the Encroachment Area in the Conwell Street Right of Way. The City hereby grants to the Encroaching Party a perpetual, exclusive, irrevocable easement appurtenant to the Property on, over, under, in, across, upon and through the Encroachment Area for the purpose of placing, constructing, maintaining, rebuilding, replacing, altering, operating, using, accessing and the permanent existence of the Encroaching Property, except in the event all buildings serviced by the Encroaching Property (collectively, the “Building”) shall be completely demolished or removed and then this easement shall automatically terminate, subject to Section 6 below.

3. RIGHT TO MAINTAIN. Encroaching Party shall have the right from time to time to go upon the Conwell Street Right of Way or the foregoing easement for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the City as a result of such use or maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns, and returned to a condition that is as good or better than before the damage occurred. All such damage shall be corrected or repaired within a reasonable timeframe, but in no case later than sixty (60) days after the damage has occurred, unless the damage cannot reasonably be corrected or repaired within such sixty (60) day period and then such time as shall be reasonably necessary to correct or repair the damage as-is reasonably agreed to among Encroaching Party and the City. Furthermore, if the damage to the property puts public life, safety, or welfare at substantial risk as determined in the sole discretion of the City, the damage shall be repaired immediately. Depending on the maintenance work involved, a permit from the City may be required, all in accordance with the Casper Municipal Code.

4. RESERVATION OF CITY RIGHTS, INDEMNIFICATION AND GOVERNMENTAL CLAIMS.

- a. The City hereby reserves the right to use, occupy, and enjoy the Conwell Street Right of Way in its present configuration and alignment and any of the present utilities within the Conwell Street Right of Way.
- b. Neither of the parties hereto waives any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- c. Encroaching Party, and its successors in interest and assigns, hereby agree to

indemnify and hold harmless the City from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney fees, which the City may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arises out of the willful acts or grossly negligent acts or omissions of the City or its contractors. The City will give the Encroaching Party reasonable notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the City, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the City in relation to such claims under the Wyoming law.

5. BINDING COVENANT RUNNING WITH THE LAND. Subject to Section 2 above, the provisions of this Agreement shall operate as a covenant running with each Property and Street Rights of Way, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the all real property serviced by the Encroaching Property and the Encroaching Property are both completely removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachments shall terminate.

7. NO THIRD-PARTY BENEFICIARY. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

8. HEADINGS. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

9. MODIFICATION IN WRITING. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

10. BINDING EFFECT AND MATERIAL BREACH. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The easements, agreements and covenants hereof shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. Any material breach of this Agreement shall entitle the City to cancel, rescind or otherwise terminate this Agreement, provided that the Encroaching Party and any lienholder is first given a reasonable amount of time to cure the breach after receiving written notice of any material breach from the City.

11. RECORDING: This Agreement shall be executed upon its approval by the City of Casper City Council and shall thereupon be filed with the City Clerk and recorded at the Natrona County Clerk's office in Casper, Wyoming.

12. GOVERNING LAW, FORUM AND VENUE. This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the state or federal Courts located in Natrona County, Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

13. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

14. SEVERABILITY. This Agreement is intended to comply with and be performed in accordance with (and only to the extent permitted by) all applicable laws, statutes, ordinances, rules, and regulations. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is hereafter held to be invalid or unenforceable for any reason or to any extent, the remainder of this Agreement, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent not prohibited by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed on the signature pages that follow.

COUNTY SIGNATURES

NATRONA COUNTY, WYOMING

APPROVED AS TO FORM



Eric K. Nelson
County Attorney

ATTEST

Board of County Commissioners
Natrona County

Tracy Good
Natrona County Clerk

Rob Hendry
Commissioner Chairman

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of ____ 2020, by Rob Hendry as Chairman of the Natrona County Board of Commissioners.

(Seal, if any)

Notary Public
_____ Title (and Rank)

My commission expires:

CITY SIGNATURES

CITY OF CASPER, WYOMING
a municipal corporation

APPROVED AS TO FORM

Wallace Trembath
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020,
by Steven K. Freel as its Mayor.

(Seal, if any).

Notary Public
_____ Title (and Rank)

My commission expires:

EXHIBIT A

PARCEL 1:

THE NORTH 62 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 2:

THE SOUTH 78 FEET OF LOT 1, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 3:

LOTS 17, 18, 19 AND 20, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 4:

THE EAST 43 FEET OF LOT 1, AND ALL OF LOTS 2, 3 AND 4, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 5:

LOTS 2 AND 3, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 6:

LOTS 4, 5, 6, 7, 8 AND THE WEST 56 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

AND

THAT PORTION OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID DESCRIBED LOT, 56 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, RUNNING THENCE EAST 56.4

FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES 70½ FEET TO A POINT; THENCE WEST AT RIGHT ANGLES AND PARALLEL TO THE NORTH LINE OF SAID LOT, 56.4 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES TO THE PLACE OF BEGINNING.

PARCEL 7:

THE EAST 50 FEET OF LOT 9, BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 8:

LOT 5, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 9:

LOT 6, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 10:

LOT 7, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 11:

LOT 8, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 12:

LOT 9, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56.

PARCEL 13:

THE NORTH HALF OF LOT 15, AND ALL OF LOT 16, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 14:

LOT 14 AND THE SOUTH HALF OF LOT 15, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 15:

LOT 13, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 16:

THE EAST HALF OF LOT 11, AND THE SOUTH 32 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RESUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 17:

THE WEST HALF OF LOTS 11 AND 12, AND THE NORTH 16 FEET OF THE EAST HALF OF LOT 12, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614.

PARCEL 18:

THAT PORTION OF VACATED SOUTH MELROSE STREET, LOCATED BETWEEN EAST 3RD STREET AND EAST 5TH STREET AND THE EAST-WEST ALLEY THAT RUNS FROM SOUTH CONWELL STREET TO SOUTH MELROSE STREET, WITHIN BLOCK 51, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AS VACATED BY ORDINANCE NO. 4-01 RECORDED MAY 9, 2001 AS INSTRUMENT NO. 670009,

AND

THAT PORTION OF THE VACATED NORTH/SOUTH ALLEY BETWEEN THE CASPER SURGICAL CENTER AND EAST 5TH STREET, AND SOUTH MELROSE STREET AND SOUTH WASHINGTON STREET, STARTING AT THE SOUTH LOT LINE OF LOT 17, NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN

BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 9-01 RECORDED JUNE 29, 2001 AS INSTRUMENT NO. 673273,

AND

THAT PORTION OF THE ALLEY THAT ABUTS LOTS 1, 18, 19 AND 20, BLOCK 52; A PORTION OF THE ALLEY THAT ABUTS LOTS 1, 2, 3, 4, 17 AND 18, BLOCK 52; IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. 22-95 RECORDED JUNE 8, 2020 AS INSTRUMENT NO. 1082490,

AND

THAT PORTION OF THE VACATED ALLEY IN WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED OCTOBER 16, 1912, IN BOOK 12 OF DEEDS, PAGE 56, AND NATRONA HEIGHTS RE-SUBDIVISION OF BLOCKS 53, 54, 55, AND THE WEST 7 FEET OF LOT 1, BLOCK 52, WHITE'S ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED SEPTEMBER 1, 1921, IN BOOK 29 OF DEEDS, PAGE 614, AS VACATED BY ORDINANCE NO. _____ RECORDED _____ AS INSTRUMENT NO. _____.

EXHIBIT B – See attached

Sheridan Heights Addition and the westerly line of said S. Conwell Street as measured 5 feet easterly and perpendicular therefrom, S.0°43'58"W., 305.01 feet to a point; thence across the intersection of S. Conwell Street and E. 8th Street, S.0°43'58"W., 69.92 feet to a point; thence continuing along the centerline of said Parcel and Strip and parallel to the easterly line of Lot 382 and Lots 487 through 500, inclusive, Kenwood Addition and the westerly line of said S. Conwell Street as measured 5 feet easterly and perpendicular therefrom, S.0°03'27"E., 719.40 feet to a point; thence continuing along the centerline of said Parcel and Strip and across said S. Conwell Street and into E. 10th Street, S.11°11'33"W., 23.64 feet to a point; thence continuing along the centerline of said Parcel and Strip and across said E. 10th Street, S.16°21'07"W., 47.37 feet to the most southerly end of the centerline of said Parcel and Strip and a point in and intersection with the northerly line of Lot 485, Kenwood Addition and Point of Terminus and from which Point the northeasterly corner of said Lot 485, Kenwood Addition bears N.89°58'01"E., 12.96 feet, and said Parcel and Strip containing 20,202 square feet or 0.464 acres, more or less, as set forth by the plats attached and made a part hereof, and excepting therefrom that portion of Lot 486 of said Kenwood Addition that falls within the above described Parcel and Strip.



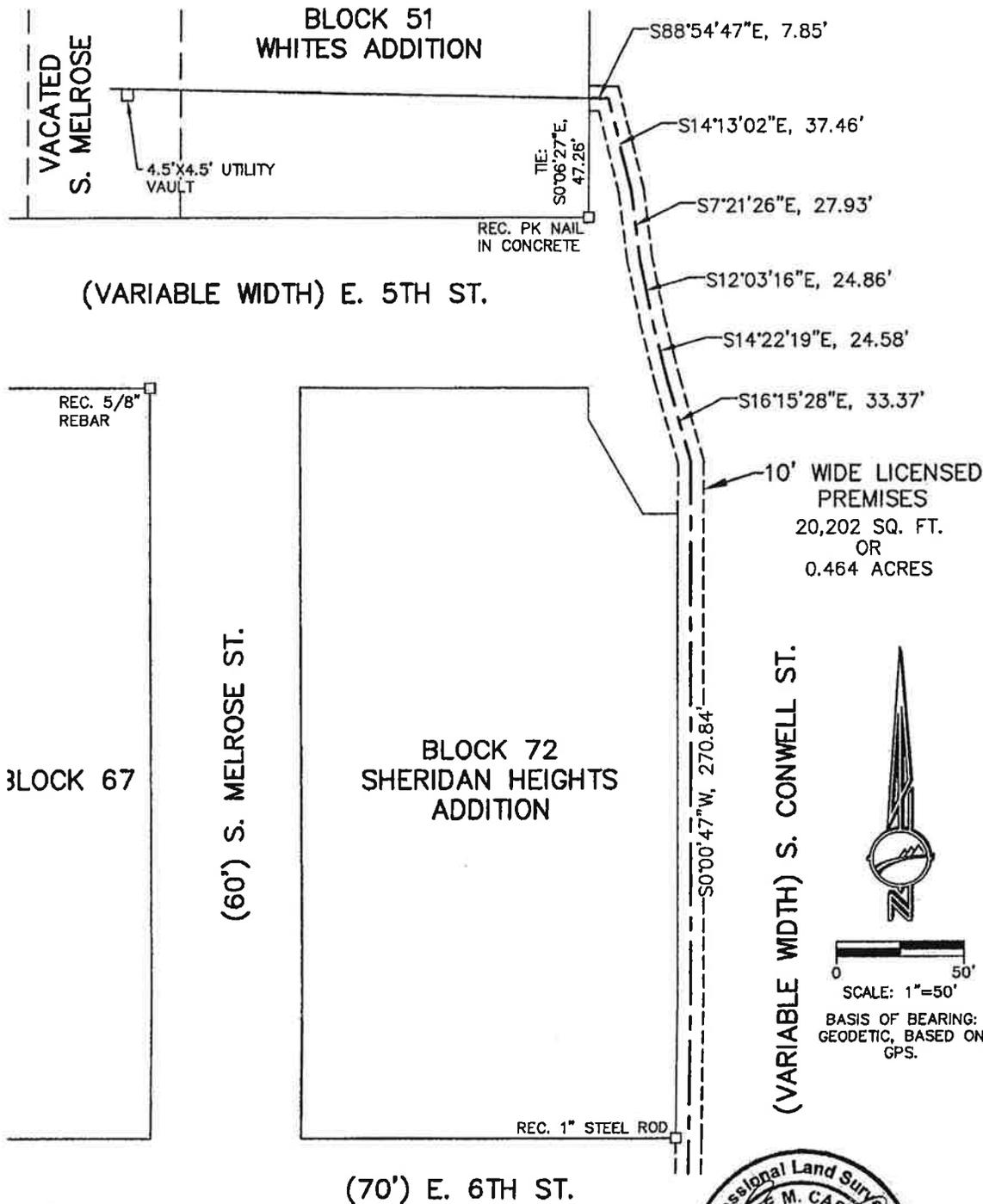
FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
 City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

PAGE 1 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot CONWELL STREET Block 72 Subdivision SHERIDAN HEIGHTS ADDITION
 City CASPER County NATRONA State WYOMING



Date: 8-23-12
 W.O. No. 14764
 Book No. 1118 Pg. 44
 Drawn By: KRM
 Acad File: WMC LICENSE



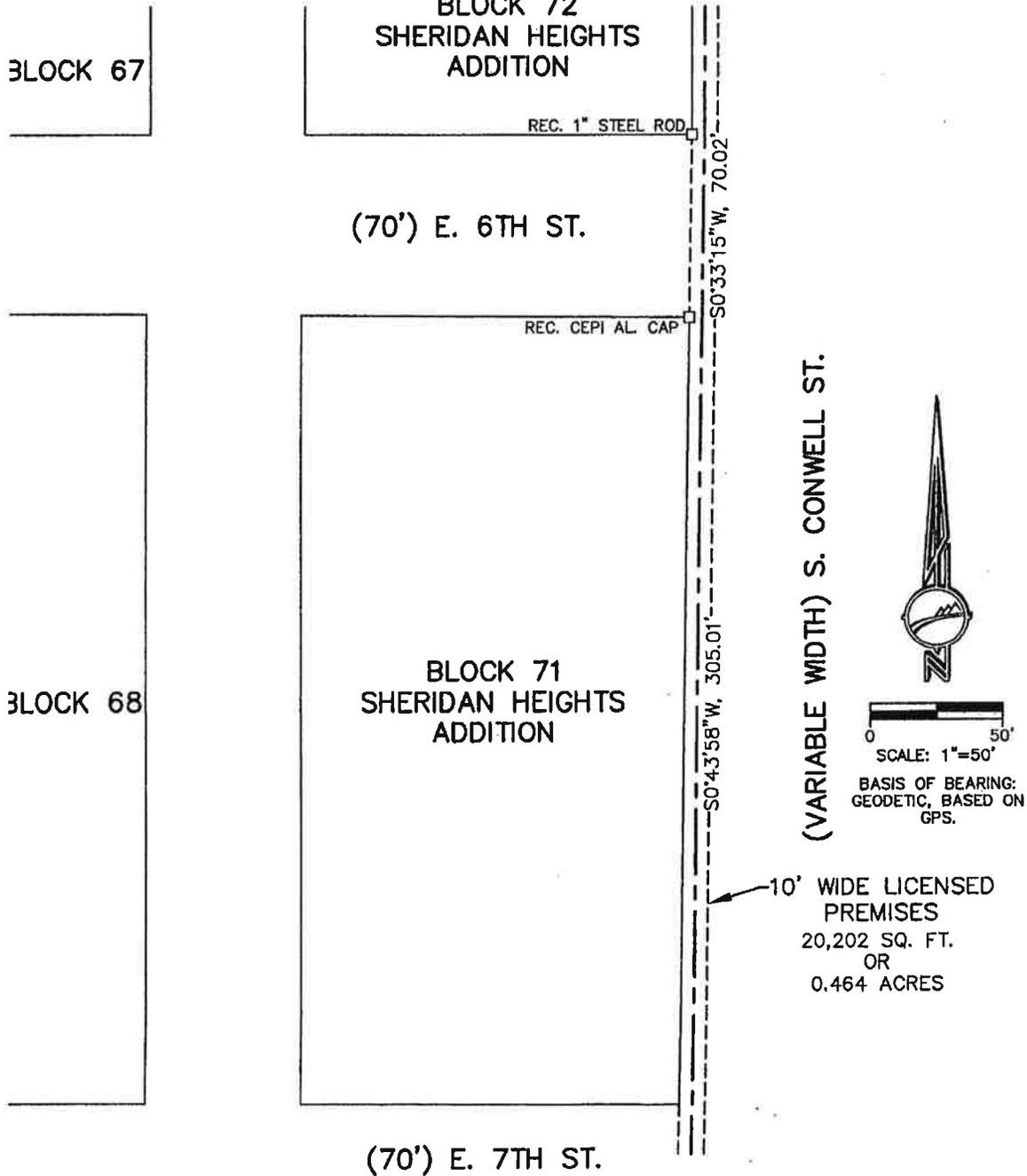
WLC ENGINEERING, SURVEYING & PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

PAGE 2 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot CONWELL STREET Block 71 Subdivision SHERIDAN HEIGHTS ADDITION
City CASPER County NATRONA State WYOMING



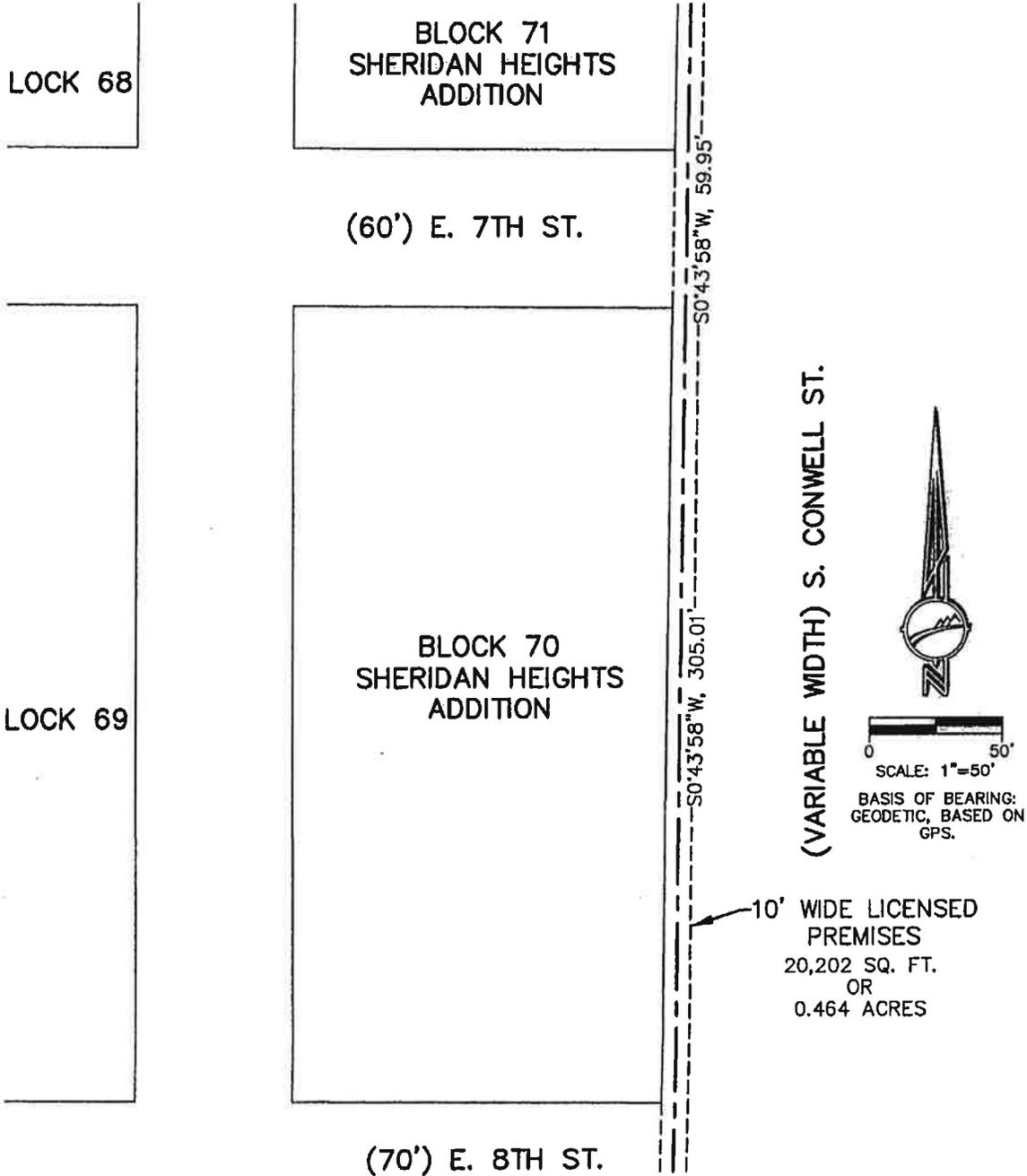
Date: 8-23-12
W.O. No. 14764
Book No. 1118, Pg. 44
Drawn By: KRM
Acad File: WMC LICENSE

WLC ENGINEERING, SURVEYING & PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT
PAGE 3 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot CONWELL STREET Block 70 Subdivision SHERIDAN HEIGHTS ADDITION
City CASPER County NATRONA State WYOMING



Date: 8-23-12
W.O. No. 14764
Book No. 1118, Pg. 44
Drawn By: KRM
Acad File: WMC LICENSE

WLC ENGINEERING, SURVEYING & PLANNING

200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client WYOMING MEDICAL CENTER Address 1233 E. 2nd STREET
City CASPER State WYOMING Zip 82601

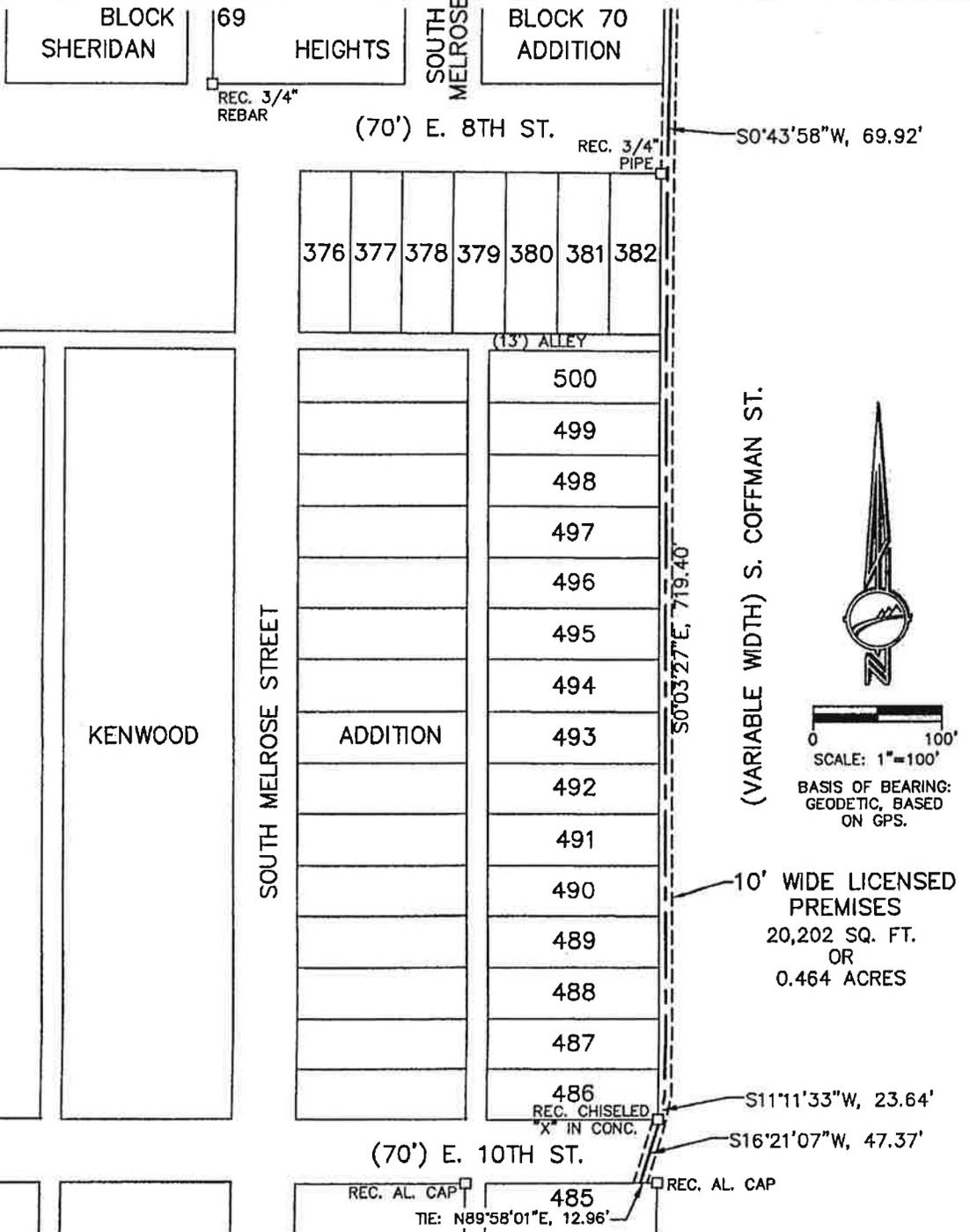
PROPERTY LOCATION PLAT

PAGE 4 OF 4

SE1/4NW1/4 & NE1/4SW1/4 Section 10, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming

Lot CONWELL STREET Block _____ Subdivision KENWOOD ADDITION

City CASPER County NATRONA State WYOMING



Date: 8-23-12
W.O. No. 14764
Book No. 1118, Pg. 44
Drawn By: KRM
Acad File: WMC LICENSE

**NATRONA COUNTY CONTRACT FOR SERVICES FOR
ZONING REWRITE**

1. **PARTIES.** The parties to this contract are NATRONA COUNTY ("County") and Logan Simpson ("Contractor"). The parties' respective contact information is:

NATRONA COUNTY
200 N Center ST, Room 115
Casper, WY 82601

Logan Simpson
213 Linden Street, Suite 300
Fort Collins, CO 80524

2. **PURPOSE.** The purpose of this Contract is . In exchange for the provisions herein, the parties enter this Contract.

3. **CONTRACTOR'S OBLIGATIONS.**

- A. **SCOPE OF WORK.** See Attachment A, Zoning Resolution Rewrite Proposal Submitted By Logan Simpson and Attachment B, Zoning Resolution Rewrite Implementation Schedule Options for a description.

B. **GENERAL.**

- i. **Facility, Equipment, and Material.** Contractor will provide a facility and all equipment and materials necessary to perform Work.
- ii. **Compliance with Laws.** Contractor will be aware of and comply with all applicable federal, state, and local laws and regulations in its performance of this Contract.
- iii. **Incorporation.** Contractor will remain active and in good standing with the Wyoming Secretary of State.
- iv. **Indemnification.** Contractor will indemnify County and County's board members, elected officials, employees, and volunteers from all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of this Contract. Such indemnification will include, but is not limited to, payment of any and all judgments against County and/or its agents, payment of settlement(s) with or without a suit being filed, and legal defense which includes, but is not limited to, payment of legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing this indemnification provision.
- v. **Insurance.** Prior to commencing performance of this Contract, Contractor will provide to County proof of its insurance coverage. Throughout the term of this Contract, Contractor will maintain the following insurance and in each policy (1) name County and County's agents as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County; and (3) require the insurance company to send any and all notices of termination or other limitation of any policy to County in addition to Contractor.
 - a) **General.** Contractor will maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$500,000 per claimant and \$1,000,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.
 - b) **Coverage.** If Contractor maintains broader coverage and/or higher limits than the contractual minimums, County is entitled to such broader coverage and higher limits. Any excess

insurance proceeds will be available to County under the same conditions it is available to Contractor.

- c) Professional. Contractor will maintain insurance appropriate for Contractor's profession in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- d) Auto. Contractor will maintain vehicle insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- e) Primary. Contractor's insurance will be the primary insurance for all incidents related to this Contract. Contractor's insurance provider(s) will not subrogate against County.
- f) Vendors and Service Providers. Contractor is responsible for all of its vendors and service providers.

- vi. Unemployment and Workers' Compensation. Prior to commencing performance of this Contract, Contractor will provide proof it is in compliance with Wyoming unemployment insurance and workers' compensation laws.

4. **COUNTY'S OBLIGATIONS.** County will pay Contractor a total not to exceed \$206,688.00 pursuant to this Contract. Contractor shall submit bills monthly and County will pay Contractor in accordance with the County's bill paying process. Contract shall bill no more than \$82,000 for the County's FY 20-21 and no more than \$124,688 for FY 21-22.

5. **EFFECTIVE DATE AND TERM OF CONTRACT.** This Contract becomes effective upon the date of the last required signature.

6. **STANDARD PROVISIONS.**

- A. **GOVERNMENTAL IMMUNITY.** County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunities as a defense.
- B. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming will be the proper venue for any legal action involving this Contract.
- C. **ASSIGNMENT AND COLLATERAL.** The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.
- D. **AUDIT.** If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.
- E. **AVAILABILITY OF FUNDS.** This Contract is conditioned upon the availability of funds to County. If such funds are not available to County, County may terminate this Contract upon reasonable notice and will not be liable for any alleged damage resulting from such termination. County must not claim unavailability of funds in order to acquire similar services from a third party.

- F. **BREACH.** If Contractor fails to perform in accordance with this Contract, COUNTY may at its discretion:
 - i. withhold payment until Contractor satisfactorily performs in accordance with this Contract,
 - ii. pursue any other remedy allowed by law.
- G. **CONFLICT OF INTEREST.** The parties will not engage in any activity that could result in a conflict of interest or the appearance of a conflict of interest related to this Contract.
- H. **ENTIRE CONTRACT.** This four page document and Attachments A and B constitute the entire agreement and supersede all prior written and oral communications. Any change to this Contract must be in writing signed and dated by both parties.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the nonperforming party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, earthquake, embargo, epidemic disease, fire, flood, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and are not to be used to construe any part of this Contract.
- Q. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor will determine the means and manner of its performance under this Contract. Contractor is solely responsible for its actions, debts, and other liabilities. Contractor is solely responsible for any taxes and other costs resulting from its performance of this Contract including, but not limited to, federal, social security, and sales taxes and workers' compensation and unemployment insurance. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract.
- K. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of County. Such material includes, but is not limited to, physical, electronic, and any other form of data, document, application, report, survey, map, specifications, design, model, photograph, film, video, and object. Contractor may retain a copy or other replica of the material for its own use. Contractor will treat the material as confidential and not reveal the material without consent from County.
- L. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, a disability that can be reasonably accommodated, or any other protected class.
- M. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by a director, supervisor, or official of the non-sending party.
- N. **RELATED CONTRACT.** County may enter a separate contract(s) for a service and/or deliverable related to this Contract. Contractor will reasonably cooperate regarding such contract(s).
- O. **SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract will remain in effect, and, if either party initiates

negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.

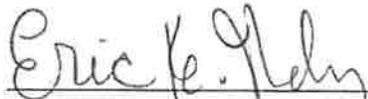
- R. **SIGNATURE.** The person signing below for each party is authorized to sign this Contract on behalf of her/his party. If the person who signs is not authorized to sign and her/his party refuses to be bound by this Contract, the person who signed is individually liable for her/his party's performance of this Contract.
- S. **TERMINATION.**
- i. **Immediate.** County may terminate this Contract immediately if Contractor fails to maintain insurance and/or if Contractor is not a natural person, Contractor ceases to be active and in good standing with the Wyoming Secretary of State.
 - ii. **Material Breach.** Either party may terminate this Contract if, after giving reasonable notice of a material breach to the other party, the other party fails to cure the material breach.
 - iii. **Notice.** Either party may terminate this Contract upon 90 days' notice to the other party.
 - iv. **Survival.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.
- T. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- U. **TIME.** Time is of the essence in performance of this Contract.
- V. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it will not constitute a waiver of any prior or subsequent breach. Failing to object to a breach will not constitute a waiver.

Each party to this Contract, through its undersigned authorized representative(s), agrees to the provisions in this Contract.

NATRONA COUNTY <hr/> Robert Hendry, Chair Natrona County Board of Commissioners	LOGAN SIMPSON  Date 9/10/2020
--	--

ATTEST:

Tracy Good
Natrona County Clerk



Approved as to form
County Legal Department



LOGAN SIMPSON



NATRONA COUNTY,
WYOMING

**ZONING
RESOLUTION
REWRITE**

PROPOSAL SUBMITTED BY
LOGAN SIMPSON

JANUARY 17, 2020, 3:00 PM

A



TABLE OF CONTENTS

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A. INTRODUCTION



LOGAN SIMPSON

213 Linden Street, Suite 300
Fort Collins, Colorado 80524
P: 970.449.4100

www.logansimpson.com

January 17, 2020

Natrona County Planning Department
Attention: Trish Chavis
200 N. Center St. Room 202
Casper, Wyoming 82601

Regarding: Zoning Resolution Rewrite

Dear Ms. Chavis and members of the Selection Committee,

Logan Simpson is pleased to submit our proposal and qualifications for the Natrona County Zoning Resolution Rewrite. We are proposing a team well-versed in code assessments, review, and draft language—a team that is also familiar with the needs of the County, its communities, and its place within a regional context. Logan Simpson will serve as the prime consultant, guiding the overall plan update and providing the day to day coordination between the County and our consultant team. Principal Bruce Meighen, AICP, will serve as the contract manager and public facilitation specialist, with Jennifer Gardner, ASLA, as Project Manager who brings recent and relevant experience with code updates, planning and development review, and a background in private development and entitlement. Consultant planners and attorneys from White & Smith LLC will bring expertise in both the draft language of the rewrite as well as a review of the rewrite for legal compliance.

Our team envisions this Zoning Resolution Rewrite as a technical study that meets the needs outlined in the 2016 Development Plan, the current zoning resolution and standards, and the overarching planning documents for communities within the County. Logan Simpson staff worked on plans such as Generation Casper Comprehensive Plan and the Casper MPO Transportation Plans for Evans, Bar Nunn, and Teton County Comprehensive Plans, which will serve as important guideposts for the expectations of those communities.

Our initial research shows that the County's target industries are primarily agricultural, with oil and gas as a close second. With Natrona County's location in the middle of the state, it serves as a hub for government agencies – there are more government agencies in the county than in the State's capitol. The medical field is also a strong contributor to the economy, with Wyoming Medical Center and Summit Medical providing both basic services and diverse specializations. Much of the new development is occurring on the outskirts of Casper, primarily to the east, with a multitude of new amenities and housing cropping up the area at a faster pace than western Casper and in Mills, Bar Nunn, and Evans. Population growth is occurring throughout the County, not just in Casper; this means that it is not uncommon for residents to drive to other cities and towns for basic needs and services.



Based on this initial analysis, Logan Simpson's team would seek to resolve inconsistencies and contradictions within the existing zoning resolution as well as clarify and simplify language to and find a balance of predictability and subjectivity. For example, the zone districts need to be reviewed against the bulk regulations, specifically UR and UMR zones. Commercial and Light Industrial Zone Districts need to be reviewed for uses and lot sizes associated with certain permitted uses, which will tie into review of home occupations in the County and how to best define the parameters. Sign regulations and nuisance standards will be reviewed and updated and administrative procedures will be reviewed and updated according to best practices. Our team will review the current code for inconsistencies to be remedied through new language, and will expand upon the existing gap analysis to identify those portions of the code that currently do not support implementation of the comprehensive plan.



Natrona County's resolution needs to respect and be relevant to generational agricultural families; viable and inviable subdivisions; wildlife habitat and scenic resources; municipal impact areas; and residents who value the County's character. The key to this project will be connecting with the County's interested parties, such as residents, developers, advisory groups and councils, Planning and Zoning Commission (PZ) and the Board of County Commissioners (BOCC). We look forward to clarifying the wishes of County staff and the BOCC through a discussion on what is working—and what is not—in order to better define a defensible process that will strive to be responsive to all members of the community.

Our team of professionals brings a wealth of relevant expertise and qualifications. This Logan Simpson team was chosen for their ability in updating and modifying codes to unify all provisions applicable to a developer or landowner into a single, organized document. More importantly, we bring experience integrating the context and issues applicable to a rural county into the format and organization of a code that also serves a more municipal context, such as Casper and Mills. Logan Simpson and our chosen consultants have experience picking up a project already underway and moving it towards adoption in a manner that respects the work completed to date and tackles remaining challenges through a collaborative process.

Our Principal in Charge and Project Manager are all available to you for any questions you might have; contact information for each is listed below. In addition, Principal Meighen is authorized to represent Logan Simpson for this contract. Our team qualifications and overviews are showcased in the reminder of our proposal.

Sincerely,

Bruce Meighen, AICP
Principal in Charge
Authorized Representative
P: 970.449.4100 ext. 4802
E: bmeighen@logansimpson.com

Jennifer Gardner, ASLA
Project Manager
Primary Contact
P: 970.449.4100 ext. 4827
E: jgardner@logansimpson.com

B. EXECUTIVE SUMMARY



DETAILED SCOPE

Logan Simpson's approach to code development is to begin with a code assessment to identify strengths and challenges at the outset. Our approach will begin with analysis of the existing code and related documents to determine what is working and what needs to be revised. This is an important step that informs the questions and topics that will be posed to the community and stakeholders during the planning process, and allows us to plan with implementation in mind. The Logan Simpson team relies on state of the art best practices in preparing code documents, and can provide companion documents such as code guides, FAQs, and application forms, if requested. The consultant team will work closely with County staff and attorneys throughout the code development process to develop an LDC with blended structure that will be rich in images, tables, charts maps and graphics for a streamlined and user-friendly document.

Logan Simpson will co-author the rewrite with White & Smith, LLC who bring over 30 years of experience in land use law to the team. One of White & Smith's unique assets is an enormous digital library, which contains over 120,000 research reports and other documents related to planning issues, 65,000 ordinances and plans from jurisdictions in the United States and internationally, 75,000 digital photographs of innovative development and other situations, and 3,300 urban design and planning graphics.

Our team will be to build on the preliminary analysis completed by County staff which includes a need to update temporary dwelling standards, sign regulations, bulk regulations, uses within certain zones and general procedures among others. We aim to ensure long-term resiliency; promote health, safety, and efficient provision of services; set the stage for economic development through focused growth; encourage new land patterns; and provide metrics to measure success over this planning horizon.

PHASE 1 – ASSESSING THE ZONING RESOLUTION

1.1 Kickoff Meeting with County Staff

Following notice to proceed, our team will conduct a kickoff meeting with County staff. The primary purpose of the meeting will be to review the proposed project management plan and schedule. At the kickoff meeting, additional items for discussion will include: key code topics to address; the preferred channels of communication and data acquisition; list of potential stakeholders to engage; preferred project approach (comprehensive update or full re-write), and methodology for gathering initial feedback from the public. If a larger Steering Committee will be engaged in the process, then the composition of the committee and how it will guide the process will be discussed at the kickoff meeting.

Deliverables:

- Project Kickoff Meeting, agenda, meeting materials, facilitation, meeting summary

1.2 Project Management Plan and Schedule

Prior to the kickoff meeting stated in Task 1.1, our team will prepare a preliminary project management plan including a proposed meeting schedule, methods of outreach and community engagement, and contact information for consultant team and County staff.

Additionally, our team will prepare a detailed schedule for the entirety of the project which will include all meetings with County staff, County Commissioners, Planning and Zoning Board, stakeholders and the public as well as important milestones for each phase of the project targeting an eighteen month process.

Deliverables:

- Project Management Plan
- Detailed Project Schedule

1.3 Stakeholder Meetings and Initial Public Outreach

Logan Simpson's approach to the zoning resolution rewrite will incorporate a thoughtful approach to public engagement, primarily focused on targeted stakeholder interviews. Effective stakeholder engagement depends on clearly identifying the purposes and roles of potential project stakeholders, and then determining which engagement techniques will result in accomplishing project objectives.

We will work with Natrona County to identify interested stakeholders and determine how each group will most productively participate in the process. Stakeholder roles can range from one-on-one interviews, to focus groups, advisory panels, participatory decision-making, and public/developer forums.

As an integral part of the zoning resolution assessment, our team will hold two days of stakeholder meetings to gather feedback on the current development review process and existing standards from the perspective of those who are developing, building, and operating businesses in the community, essentially those who are most familiar with the development application process. These meetings will be held in three to four different locations in the County for the convenience of the attendees and to ensure a broader audience.

When it comes to public engagement, we understand what works. We routinely implement a variety of online surveys, text polling, one-on-one interviews, focus groups, coffee talks, and mobile meetings to gather input. The feedback is tracked to help identify missing or underrepresented groups, and comments are maintained in a database in order to be able to cross check against the final recommendations. We strive to listen; coordinate with the County's current activities; create interesting, engaging events and exercises; and promote flexibility to reach a variety of interest groups.

In an effort to remain transparent to the community, we propose to hold two public open house "series" at three locations throughout the County, one at project kickoff and one prior to adoption. At completion of each code module, our team will engage with the public by way of the County's website via a dedicated project page. Information presented would likely include draft code language, an executive summary of said code language, any relevant graphics, and potentially an online questionnaire to gather public comment.

Deliverables:

- Two (2) days of stakeholder meetings, meeting materials, facilitation, meeting summary
- Public Event Series #1: Public open house at three separate locations throughout the County, materials, facilitation, meeting summary



1.4 Assessment of the Zoning Resolution

An essential step in the code update process is to understand the structure of the existing zoning resolution- how it works, what's inside, what's working and what's not. Our team will review the existing zoning resolution, planning documents, recent development approvals, variances, and other pertinent documents as well as relevant case law to ensure that our recommendations are consistent with State statutes.

The zoning resolution assessment will include a gap analysis to assess where the code falls short with regards to implementing the 2016 Natrona County Development Plan. The resulting report will provide an overview of the findings and serve as a roadmap to the update process.

Deliverables:

- Zoning Resolution Assessment Report

1.5 Proposed Outline of Zoning Resolution Updates

In order to develop a comprehensive structure to the zoning resolution rewrite, our team will develop an annotated outline of proposed updates. The outline will not only provide a vehicle for organization of the zoning resolution sections, it will also track existing sections regarding their placement in the zoning resolution update (relocation, removal, or no change). The outline will be presented to the Board of County Commissioners for approval prior to development of the first draft module of the zoning resolution rewrite.

Deliverables:

- Zoning Resolution Update Outline
- Board of County Commissioners Meeting, Facilitation, Materials, Meeting Summary

PHASE 2 – DRAFTING THE ZONING RESOLUTION REWRITE

In order to develop a user friendly zoning resolution to appeal to a variety of audiences, the updated document will need to be clear, organized and include an appropriate balance of graphics to illustrate the standards. Our approach to graphics will include analysis with staff on current graphics that should remain or be updated as well as development of a list of new graphics. All graphics and images throughout the document will be in a coordinated format for consistency. A sample list of graphics might include: maps of special districts and character areas; building massing diagrams; setback exhibits; housing types; landscape buffering standards; sign code measurements; and architectural features.

2.1, 2.2, and 2.3 Draft Zoning Resolution Rewrite Modules

The zoning resolution will be drafted in three separate modules generally organized by procedures, zoning regulations, and development standards. The specific topics for each module will be discussed during the zoning resolution assessment and generally grouped by related topics. The language for each module will be developed by chapter in word format and reviewed with staff and/or the Steering Committee (should one be engaged) for feedback. Staff can provide sidebar comments and track changes directly in the documents.

Depending on the complexity of the module, chapters can be delivered and discussed one at a time with the Steering Committee for maximum comprehension. It is anticipated that the bulk of the Steering Committee conversations will take place via conference calls with one in-person meeting per module to workshop specific chapters or topics.

Deliverables:

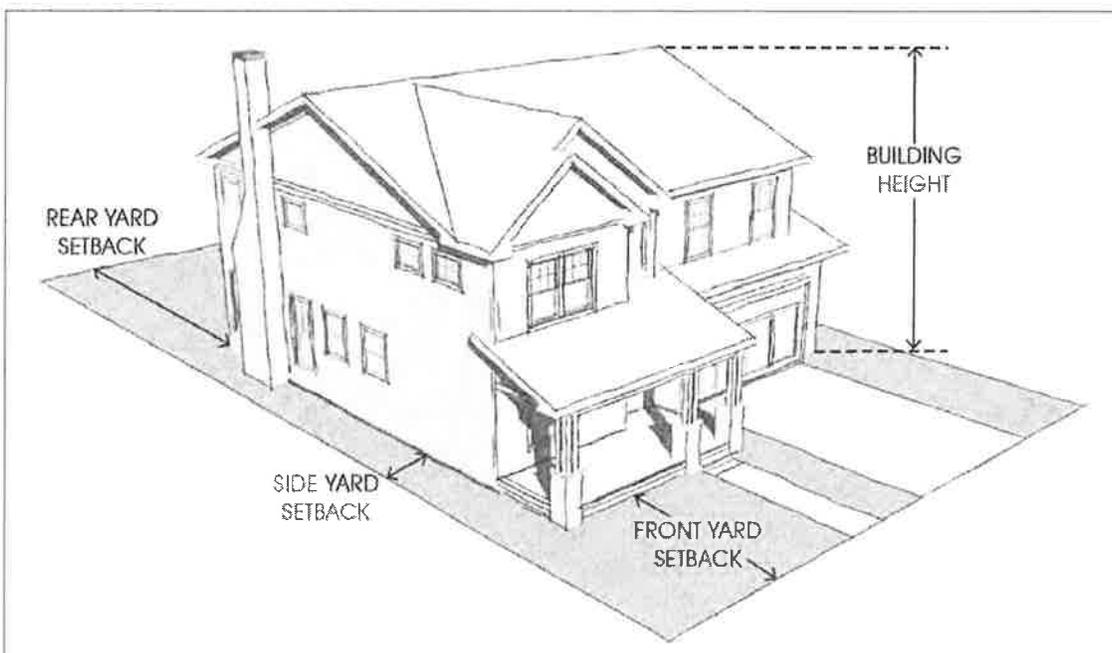
- Draft zoning resolution delivered in three separate modules
- Ongoing coordination calls with staff/Steering Committee, agenda, meeting materials, facilitation, meeting summary
- Three (3) in-person workshops with staff/Steering Committee – one per module, agenda, meeting materials, facilitation, meeting summary

2.4 Final Draft Zoning Resolution Rewrite (all Modules Combined)

Once all staff/Steering Committee comments have been addressed, the document will be formatted into the final desired format, including all tables and graphics for presentation to the public and adoption hearings.

Deliverables:

- Final draft zoning resolution



Detached single family standards developed for Loveland's code update.

PHASE 3 – ADOPTION THE NEW ZONING RESOLUTION

3.1 Final Draft Zoning Resolution Public Outreach *Deliverables:*

As stated previously, Logan Simpson utilizes a wide variety of techniques to ensure successful public outreach. Task 3.1 is specific to outreach occurring near the end of the project, prior to public hearings. The purpose of this outreach will be to unveil the proposed new zoning resolution and inform the public of “what’s inside” and answer any questions. Since the zoning resolution is likely going to be a lengthy document that very few people will read cover to cover, our team will break it down the updated language in the resolution into digestible concepts using bulleted lists and graphics for presentation at an open house and online forum. Any comments resulting in a revision to the document will be discussed with staff prior to making any changes.

Deliverables:

- Public Event Series #2: Public open house at three separate locations throughout the County, materials, facilitation, meeting summary

3.2 and 3.3 Planning and Zoning Commission and Board of County Commissioners Work Sessions

Our team will hold three work sessions with each the Planning and Zoning Commission (PZ) and Board of County Commissioners (BOCC) throughout the process (typically at the end of each module) for feedback on the proposed zoning resolution. This process serves to keep the PZ informed throughout the process and allows for input in an iterative format rather than all at the end during the final public hearings.

- Three (3) PZ work sessions, facilitation, presentation materials, meeting summary
- Three (3) BOCC work sessions, facilitation, presentation materials, meeting summary

3.4 Adoption Hearings

Our team will support staff with presentations of the final document at PZ and BOCC public hearings. This effort will include a presentation of the full zoning resolution rewrite process and the key elements within the updated document as well as lead a discussion with each voting body for any final revisions to the document. Logan Simpson will incorporate staff, PZ, and BOCC responses into the final zoning resolution for adoption and deliver in the chosen format. Given the PZ and BOCC work sessions throughout the drafting process, it is anticipated that the zoning resolution will require two hearings for PZ and two hearings for BOCC.

Deliverables:

- Two (2) PZ Commission hearings, facilitation, presentation materials, meeting summary
- Two (2) BOCC hearings, facilitation, presentation materials, meeting summary
- Final zoning resolution in requested digital format

MINIMUM LOT SIZE	OPEN SPACE DEDICATION	BASE UNITS	MULTIPLIER	CHARACTER DEFINING FEATURES
20 Acres	70 Percent	4 units, 5 acre lots	2.5	Agriculture, Urban Farming, River and Associated Floodplain, Trails, Agricultural Themed Buildings



LOGAN SIMPSON



**NATRONA COUNTY,
WYOMING
ZONING
RESOLUTION
REWRITE
IMPLEMENTATION SCHEDULE
OPTIONS**

JULY 20, 2020

B

C. IMPLEMENTATION SCHEDULE - OPTION 1

	OCT	NOV	DEC	JAN	FEB
Phase 1 - Assessing the Zoning Resolution					
1.1 Kickoff Meeting with County Staff	●				
1.2 Project Management Plan and Schedule	●				
1.3 Stakeholder Meetings and Initial Public Outreach		●	☀		
1.4 Assessment of Zoning Resolution			●		
1.5 Proposed Outline of Zoning Resolution Updates				●	☀
Phase 2 - Drafting the Zoning Resolution Rewrite					
2.1 Draft Zoning Resolution Rewrite Module 1					●
2.2 Draft Zoning Resolution Rewrite Module 2					
2.3 Draft Zoning Resolution Rewrite Module 3					
2.4 Final Zoning Resolution Rewrite (Combined)					
Phase 3 - Adopting the New Zoning Resolution					
3.1 Final Draft Zoning Resolution Public Outreach					
3.2 PZ Work Sessions					
3.3 BOCC Work Sessions					
3.4 Adoption Hearings					

DELIVERABLES BY PHASE

PHASE 1 – ASSESSING THE ZONING RESOLUTION

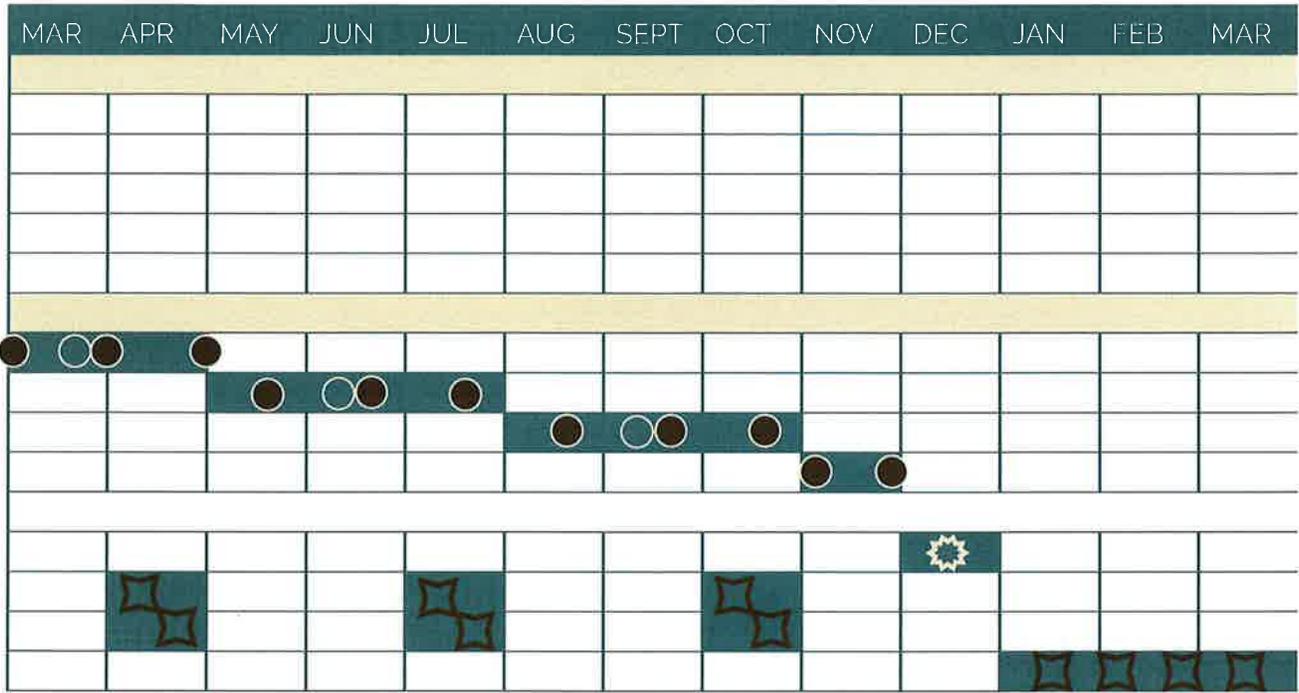
- Project Kickoff Meeting, agenda, meeting materials, facilitation, meeting summary
- Project Management Plan
- Detailed Project Schedule
- Two (2) days of stakeholder meetings, meeting materials, facilitation, meeting summary
- Public Event Series #1: Public open house at three separate locations throughout the County, materials, facilitation, meeting summary
- Zoning Resolution Assessment Report
- Zoning Resolution Update Outline
- Board of County Commissioners Meeting, Facilitation, Materials, Meeting Summary

PHASE 2 – DRAFTING THE ZONING RESOLUTION REWRITE

- Draft zoning resolution delivered in three separate modules
- Ongoing coordination calls with staff/Steering Committee, agenda, meeting materials, facilitation, meeting summary
- Three (3) in-person workshops with staff/Steering Committee – one per module, agenda, meeting materials, facilitation, meeting summary
- Final draft zoning resolution

PHASE 3 – ADOPTION THE NEW ZONING RESOLUTION

- Public Event Series #2: Public open house at three separate locations throughout the County, materials, facilitation, meeting summary
- Three (3) PZ work sessions, facilitation, presentation materials, meeting summary
- Three (3) BOCC work sessions, facilitation, presentation materials, meeting summary
- Two (2) PZ Commission hearings, facilitation, presentation materials, meeting summary
- Two (2) BOCC hearings, facilitation, presentation materials, meeting summary
- Final zoning resolution in requested digital format



LEGEND

- Staff/coordination meeting
- In-person workshop
- ☀ Public Open House Series (at three separate locations)
- ★ PZ/BOCC Meeting

ARTICLE 1
THE WORK

- 1.1 The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Provide scope of work per attached email estimate/proposal dated 2/18/2020.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed under this Contract shall be commenced as soon as possible
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than as soon as possible
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

none

ARTICLE 3
CONTRACT SUM

- 3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
Thirty-eight thousand six hundred fifty (\$38,650)

- 3.2 The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Base bid per email proposal on 2/18/2020 for \$36,500 plus alternative vinyl floor product for \$2,150.

ARTICLE 4
PROGRESS PAYMENTS

- 4.1 Based upon Applications for Payment submitted to owner _____ by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the _____ last _____ day of the month as follows:

(Here insert payment procedures and provision for retainage, if any.)

payment is due within 21 days of invoice

- 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.) 1 1/2 % per month

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosure or waivers.)

ARTICLE 5
FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed,

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Email proposal dated 2/18/2020 and attached.
2. Attached Preliminary Notice of Right to Lien per state mandate.

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Architect's observations and an evalua-

tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the owner if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14

TIME

14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 The Date of Substantial Completion of the Work is the date certified by the owner when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the owner may determine.

ARTICLE 15

PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.

15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Sub-contractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17

INSURANCE

17.1 Contractor's liability insurance shall be purchased

and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18 **CHANGES IN THE WORK**

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 **CORRECTION OF WORK**

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20 **TERMINATION OF THE CONTRACT**

20.1 If the Architect fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

Due to the current corona-virus pandemic, there may be disruptions to the supply chain that are out of our control. Pope Construction disavows responsibility for delays caused by corona-virus issues and potential inflationary/delay issues associated with government allocations, tax changes, and other virus related disruptions.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

Natrona County

Pope Construction, Inc.

Steve Brown
Property Manager

[Signature]
PRESIDENT

Mark Curry

From: Greg Pope
Sent: Tuesday, February 18, 2020 10:05 AM
To: rbrummond@natronacounty-wy.gov
Cc: Mark Curry
Subject: NC Jail Kitchen repairs

Roger – our scope of work for the repair work at the kitchen area (extent defined by the two wing walls at the sink units) we looked at on 1/21 follows:

- Remove sinks from walls and store in back room for reinstallation
- Remove dishwasher unit and vent ductwork to ceiling, leaving existing holes in ceiling for new vent attachment by others. Disposal of unit by County
- Remove FRP from walls and dispose
- Remove damaged sheetrock from walls and ceiling, replace as needed, and repair sheetrock that is in good shape
- We exclude any metal stud replacement or concrete slab repairs
- Remove quarry tile floor and base and dispose
- Remove lights and electrical items for reinstallation
- New quarry tile floor sloped to drain by grout substrate, quarry tile base
- Stainless steel panels on walls, caulk joint to quarry tile base and to ceiling, joints in stainless wall panels will have "H" trim
- Prep ceiling, apply water based epoxy paint
- Reinstall sinks, wall shelf. Caulk sinks to new stainless paneling and install drip flashing if needed
- New dishwasher unit furnished and installed and vented by County
- Reinstall electrical items and lights
- Cleanup of our work
- We assume we can use toilet facilities on site
- Building permit

Price of this scope of work with no overtime included is \$36,500. Please give us a call with any questions.

Alternate for a vinyl product (https://protect-allflooring.com/commercial_kitchens) instead of the quarry tile would add \$2,150 to the bid.

Greg L. Pope
Pope Construction, Inc.
P.O. Box 536
Mills, WY 82644
ph 307-472-3241
fx 307-472-3240
greg@popeconstruction.com

Quality is our First Priority



September 3, 2020

Dear Customer,

Thank you for choosing Pope Construction, Inc as your general construction contractor. The attached Preliminary Notice is required to protect our lien right under the Wyoming law.

This is not Lien.

This is notification that we are providing building materials, labor and subcontractors for your building project. The Preliminary Notice is in place for the protection of everyone involved. If you have any questions, please call.

As required by Wyoming Law we have attached to this notice a sample "lien waiver" form. A completed lien waiver is something your general contractor should provide you when they have paid suppliers and subcontractors. Thank-you.

Yvonne Crotteau
Office Manager
Pope Construction, Inc.
PO Box 536
Mills, WY 82644
307-472-3241

NOTICE TO OWNER

Please be advised that this is not a lien! It is simply required by Wyoming Statute 29-01-101.

The undersigned party is providing work or materials to the property described below. Failure of payment due and owing to a contractor, subcontractor or materialman for work performed or materials provided to the project located on the property can result in the filing of a lien against the property. To avoid this result, when paying for labor and materials you may ask the contractor, subcontractor or materialman for "lien waivers" from all persons supplying materials or services. Failure to secure lien waivers may result in your paying for labor and materials twice. A form of lien waiver is attached to this notice.

Preliminary Notice of Right to Lien

Name, address and telephone number of contractor, subcontractor or materialman, and contact person:

Pope Construction, Inc
Po Box 536
Mills, WY 82644
307-472-3241
Contact: Greg L. Pope, Owner

MATERIALS PROVIDED OR WORK PERFORMED:

Remove sinks and store for reinstallation. Remove dishwasher and vent ductwork, leaving existing holes in ceiling for new vent attachment by others. Remove FRP from walls and dispose. Remove lights and electrical items for reinstallation. New quarry tile floor sloped to drain. Stainless steel panels on walls, caulk joint to quarry tile base and to ceiling, joints in stainless wall panels will have "H" trim. Prep ceiling, apply water based epoxy paint. Caulk sinks to new stainless paneling and install drip flashing if needed. Reinstall electrical items and lights. Cleanup of our work.

PROPERTY DESCRIPTION:

Natrona County Detention Center

ADDRESS:

1100 Bruce Lane
Casper, Wyoming 82601

LEGAL DESCRIPTION:

Salt Creek Heights – Replat Block 1, Lot 3

SIGNED:

DATE:

PARTIAL WAIVER OF LIEN RIGHTS

DATE _____

STATE OF WYOMING
COUNTY OF NATRONA

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by Pope Construction, Inc. to furnish labor,

The undersigned represents and warrants that, except as otherwise specified below, all materials and supplies furnished by or through the undersigned were furnished from the shelf inventory of the undersigned and that all laborers, suppliers, material men, or sub-subcontractors furnishing labor or materials by or through the undersigned in connection with the above described work have been paid in full.

The undersigned, for and in consideration of the sum of:

and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive, release and discharge the real property described above, the owner, Pope Construction, Inc., the interim lender and the permanent lender of and from any and all claims for Mechanics' Liens and rights to any such claim under the Statutes of the State of Wyoming which the undersigned has or may have for labor, services, materials, or otherwise in connection with paid work and every part thereof, and does hereby waive any release any and all rights that the undersigned now has or may have to levy or place any attachment lien, judgment lien, or execution lien on or against the real property described above.

Exceptions: _____

Signed this _____ day of _____ 2020

COMPANY NAME: _____

BY: _____

TITLE: _____

(Seal)

FINAL PAYMENT RELEASE – UNCONDITIONAL

The undersigned has been paid \$ _____, which constitutes payment
in full for all labor, (Amount of Check)

services, equipment or material furnished to _____

on the job of _____ located at
(Owner)

_____ and does hereby waive and release
(Job Description)

any right to a mechanic's lien, stop notice, or any right against a labor and material bond
on the job, except for disputed claims for extra work in the amount of \$ _____

Dated: _____
(Company Name)

By: _____
(Signature)

(Title)

----- NOTICE -----

“THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM”



Natrona County Property Manager

200 North Center, Room 115

Casper, WY 82601

Phone (307) 235-9202

Cell (307) 262-9441

Fax (307) 235-9486

Steve Brown

August 12, 2020

Eric Nelson, County Attorney
County Attorney Office
200 North Center, Suite 300
Casper, WY 82601

RE: NCDCJPB – Jail Kitchen Repairs

Dear Eric,

In response to your conversation with Roger Brummond, NCDC Maintenance Lead. One January 13, 2020 the kitchen tile at the NCDC was replaced. During this process maggots and other extensive damages were found throughout the kitchen. Approximately, January 15, 2020 Roger Brummond starting calling local contractors requesting bids/proposals to complete the project.

Pope Contrustion

Building & Design Inc.

Haass Construction

Platte River Building CO.

Remodeling Unlimited

Can Do Services

Pope Construction and Building & Design Inc. were the only 2 companies to submit a bid/proposal (attached). Roger Brummond never received a response from the other companies listed above. Please note no responses is a common occurrence for projects at the DC. Many time contractors loose interest due to the security requirements and back ground checks.

We moved as fast as we could on the project with the assistance of the NCSO due to the NCDC kitchen is on constant use and demand.

Sincerely,

A handwritten signature in cursive script that reads "Steve R Brown".

Steve Brown

Attachment: 7-21-2020 NCDC Meeting packet

**DETENTION CENTER JOINT POWERS BOARD AGENDA
COMMISSIONERS CONFERENCE ROOM
JULY 21, 2020 8:30 A.M.**

- I. Call Meeting to Order
- II. Approval of July 2, 2019 Meeting Minutes
- III. Financial Statement – Tom Doyle
- IV. Building Status (Maintenance, remodel, plans, etc.)
 - a. Jail Kitchen Repairs:
 - Repair Work
 - Dishmachine
 - Sink
- V. Other Business
 - a.
- VI. Adjourn

**NEXT MEETING:
OCTOBER 6, 2020 @ 10:00 A.M.
COMMISSIONERS CONFERENCE ROOM**

carried. The meeting was adjourned at 10:18 a.m.

**HALL OF JUSTICE JOINT POWERS BOARD
DETENTION CENTER POWERS BOARD AGENDA
2019/2020 MEETING DATES**

October 1, 2019	10:00 a.m.	COMMISSIONERS CONF ROOM
January 7, 2020	10:00 a.m.	COMMISSIONERS CONF ROOM

Natrona County Treasurer

FY 2020	JAIL JOINT POWERS BOARD
---------	-------------------------

Per Bank of West bank statements and/or online bank activity report:

6/30/2019 BALANCE	0.00	48,121.09	
7/31/2019 BALANCE	0.00	48,121.09	
8/27/2019 CHECK #1019	(30,026.15)	18,094.94	Tilting kettle
8/31/2019 BALANCE	0.00	18,094.94	
9/4/2019 DEPOSIT	18,015.69	36,110.63	Natrona County-60% of kettle
9/30/2019 BALANCE	0.00	36,110.63	
10/31/2019 BALANCE	0.00	36,110.63	
11/30/2019 BALANCE	0.00	36,110.63	
12/30/2019 DEPOSIT	4,017.00	40,127.63	Natrona County-60% of washer
12/31/2019 BALANCE	0.00	40,127.63	
1/8/2020 CHECK #1020	(6,695.00)	33,432.63	20 lb washer
1/31/2020 BALANCE	0.00	33,432.63	
2/29/2020 BALANCE	0.00	33,432.63	
3/2/2020 DEPOSIT	14,688.46	48,121.09	City of Casper-40% of kettle & washer
3/31/2020 BALANCE	0.00	48,121.09	
4/30/2020 BALANCE	0.00	48,121.09	
5/31/2020 BALANCE	0.00	48,121.09	
6/30/2020 BALANCE	0.00	48,121.09	
7/9/2020 BALANCE	0.00	48,121.09	

NATRONA COUNTY TREASURER
 BANK RECONCILIATION
 BOW JAIL JOINT POWERS
 June 30, 2020

Prepared by Nick Martinez
 Date 7/7/2020
 Reviewed by
 Date

G/L Account 0100-500-95 48,121.09

LEDGER BALANCE :

Balance beginning of month: 48,121.09

Deposits

Natrona County	0.00
City of Casper	<u>0.00</u>

No additional deposits or other checks noted
 in June per review of Shirley Forgey - Natrona County
 Deputy Treasurer's files

Total Deposits: 0.00

Net Cash 0.00

Checks and Other Debits:

CK	0.00
CK #	<u>0.00</u>
Total Disbursements:	<u>0.00</u>

Balance at end of the month: 48,121.09

Outstanding Checks :

CK # 0.00

Deposits in Transit @ end of month 0.00

Balance per Bank 48,121.09

BARGREEN ELLINGSON
FOODSERVICE SUPPLY & DESIGN

Quote

03/02/2020

Project:
Natrona County Jail Sink

From:
Bargreen - Casper
Thomas Branson
811 Winborne Street

Casper , Wy 82601
(307)234-7323
253-686-7908 (Contact)

Job Reference Number: 8560

Item	Qty	Description	Sell	Sell Total
1	1 ea	THREE (3) COMPARTMENT SINK Advance Tabco Regaline Sink, 3-compartment, with left & right-hand drainboards, 24" front-to-back x 24"W sink compartments, 12" deep, with 8"H backsplash, stainless steel open frame base, side crossrails, 24" drainboards, 1" adjustable bullet feet, 18 gauge 304 stainless steel, overall 31" F/B x 127" L/R, NSF (requires 2 faucets)	\$3,589.00	\$3,589.00
	2 ea	14" spout		
	2 ea	Faucet, 8" OC, splash mounted with 14" swing spout, lead free	\$132.00	\$264.00
	2 ea	Faucet hole revision (each)	\$58.00	\$116.00
	3 ea	Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	\$128.00	\$384.00
	3 ea	Support Bracket, for lever waste drain handle, (1) support required for each lever drain	\$59.00	\$177.00
	1 ea	Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables		
	1 ea	Select sink with larger drainboard than required Overall Length to be 118 1/2". Length reduction will be taken out of Drainboards to reduce length.		
	2 ea	Side splash, integral (welded), for NSF sinks & dish tables, height matches backsplash height (specify side) Both Sides to have 12" high side splashes.	\$200.00	\$400.00
	15 ft	High backsplash, up to 13", (per linear foot) Back Splash to be 12" high on back and side splashes	\$73.00	\$1,095.00
			ITEM TOTAL:	\$6,025.00
			Total	\$6,025.00

CUSTOMER COMMITMENT: In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to make it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

Acceptance: _____ Date: _____
Printed Name: _____

BARGREEN ELLINGSON
FOODSERVICE SUPPLY & DESIGN

Quote

02/26/2020

Project:
Natrona County Detention Center

From:
Bargreen Ellingson- Casper
Thomas Branson
811 Winborne
Casper , Wy 98409
(307)234-7323
253-686-7908 (Contact)

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE CMA Dishmachines Energy Mizer® Dishwasher, conveyor type, 44"W x 25-1/8"D x 56-1/2"H, low temp chemical sanitizing or high temp sanitizing, dual tank design, (3) stage wash process (wash/power rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation, ENERGY STAR®	\$10,198.00	\$10,198.00
	1 ea	Machine: 208v/60/3-ph, 55.0 amps, standard		
	1 ea	Left-to-right operation		
			ITEM TOTAL:	\$10,198.00
			Total	\$10,198.00

CUSTOMER COMMITMENT: In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to make it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

Acceptance: _____ Date: _____
Printed Name: _____



Quotation

1110 WILKINS CIRCLE
 CASPER, WY 82601
 Ph : (307) 577-5797
 Fax: (307) 237-4008

Customer Information
 NATRONA CNTY COMMISSIONS
 200 N CENTER ST
 CASPER WY 82601-1937

Billing Information
 NATRONA CNTY COMMISSIONS
 200 N CENTER ST
 CASPER WY 82601-1937

Shipping Information
 NATRONA CNTY COMMISSIONS
 200 N CENTER ST
 CASPER WY 82601-1937

Information

Grainger Quote Number	2043820890
Validity Start Date	02/26/2020
Validity End Date	03/26/2020
Creation Date	02/26/2020
Grainger EIN Number	36-1150280
PO #	QUOTE
PO Create Date	
PO Release #	
Customer Number	820279305
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	ROGER BRUMMOND
Telephone Number	3072628322
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier: * See line item detail
 Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total In USD
10	11U308	Scullery Sink, 115-1/2 In. L, 29-3/4 In. W Mfg Brand Name: ELKAY Manufacturer Part No: RNSF8372LR4 Carrier:		1.00	EA	4,377.11	4,377.11
Sub Total							4,377.11
Total USD							\$ 4,377.11

BUILDING & DESIGN INC.

THE REMODEL PEOPLE
4060 CRYSTIE LANE
CASPER, WY 82609



Mike Cooper
259-8641

Building & Design Inc
234-4364

Estimate

#4-20

Date: January 24, 2020

Address: Natrona County Detention Center
1100 Bruce Lane
Casper, Wyoming 82601

Re: Renovations to dish washing bay at above address.

Dear Roger,

As per your request, I inspected a selected area of the structure at the above referenced address. This visual inspection / observation was to determine the cost of alterations as indicated on the attached drawings and following Scope of Work. Thank you for considering Building & Design Inc. for your project.

Scope of Work:

1. City Building Permit:

Building And Design Inc., the licensed contractor will apply and obtain a building permit to complete all required work at this site. Begin and complete work within the required time frame stated on the permit.

Cost _____ \$350.00

2. Prepare Job Site:

Prepare job site by protecting client's floors, and surrounding area of Scope of Work, estimate includes temporary plastic dust wall/curtain. Ensure job site is safe and cleaned to clients' standards daily.

Labor _____ \$1,296.00

Material _____ \$524.00

Material running _____ \$288.00

Continued on page two

BUILDING & DESIGN INC.

THE REMODEL PEOPLE

Page three
Est. #4-20

9. Quarry Tiled Floor:

Remove existing quarry tile, prep floor surface, provide and install new quarry tile, set in thin set, and grouted using a sanded grout for 1/4" grout joints.

Labor and Material _____ \$8,038.00

Note: Department of Environmental Quality requires as per state law that any demolition in commercial buildings must have an Asbestos test on materials that are to be removed flooring, walls ext. We have built in to the estimate a \$360.00 budget for testing, if Asbestos is found to be present removal cost by certified asbestos technician will have to be calculated and are not in the estimate cost at this time.

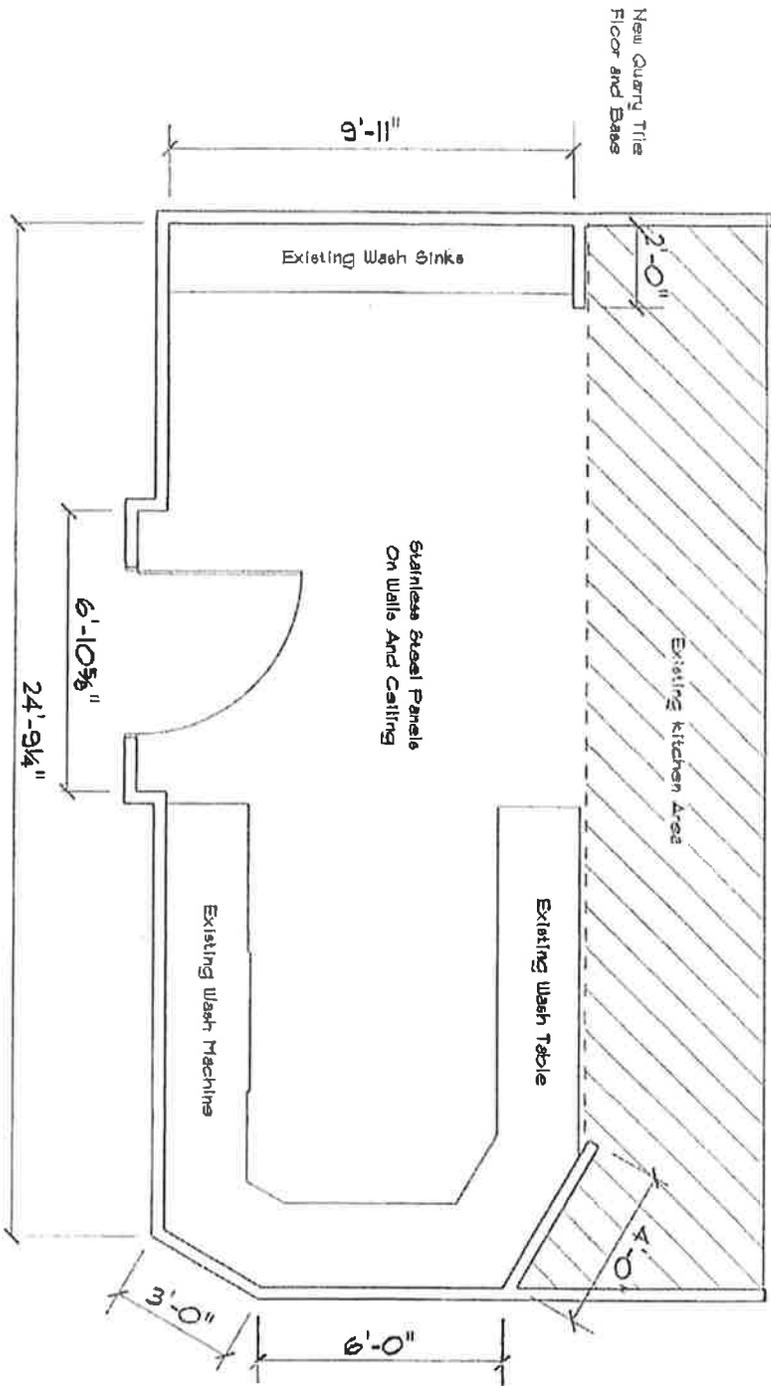
I feel we can complete the above mentioned items to your satisfaction for an estimated base cost for both labor and material. _____ \$32,844.00

The above proposal was given on the outward appearance of the proposed area assuming standard construction methods were used on all unseen areas. After removal of existing material any informality will be reported to the client for discussion on options and any additional cost that may occur and need a change order.

Option: Provide and install line items #1 thru #9 with the exception of not installing stainless steel panels on ceiling, prep existing ceiling and apply epoxy paint on dish washing bay ceiling.

Labor and Material _____ \$29,629.00

Continued on page four



Walls 504 = 5/F
 Ceiling = 260 5/F

Proposed Wash Bay Renovation
 For
 Natrona County Detention Center

Building And Design Inc.

**NATRONA COUNTY CONTRACT FOR SERVICES FOR
DESIGN OF BEARTRAP SHELTERS**

1. **PARTIES.** The parties to this contract are NATRONA COUNTY ("County") and Stateline No. 7 Architects ("Contractor"). The parties' respective contact information is:

NATRONA COUNTY
200 N Center ST, Room 115
Casper, WY 82601

Stateline No. 7 Architects
444 S. Center St.
Casper, WY 82601

2. **PURPOSE.** The purpose of this Contract is to retain the architectural services of the Contractor to design new shelters for Beartrap Meadow Park. In exchange for the provisions herein, the parties enter this Contract.

3. **CONTRACTOR'S OBLIGATIONS.**

- A. **SCOPE OF WORK.** See Attachment A, Architectural Scope of Work.

B. **GENERAL.**

- i. **Facility, Equipment, and Material.** Contractor will provide a facility and all equipment and materials necessary to perform Work.
- ii. **Compliance with Laws.** Contractor will be aware of and comply with all applicable federal, state, and local laws and regulations in its performance of this Contract.
- iii. **Incorporation.** Contractor will remain active and in good standing with the Wyoming Secretary of State.
- iv. **Indemnification.** Contractor will indemnify County and County's board members, elected officials, employees, and volunteers from all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of this Contract. Such indemnification will include, but is not limited to, payment of any and all judgments against County and/or its agents, payment of settlement(s) with or without a suit being filed, and legal defense which includes, but is not limited to, payment of legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing this indemnification provision.
- v. **Insurance.** Prior to commencing performance of this Contract, Contractor will provide to County proof of its insurance coverage. Throughout the term of this Contract, Contractor will maintain the following insurance and in each policy (1) name County and County's agents as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County; and (3) require the insurance company to send any and all notices of termination or other limitation of any policy to County in addition to Contractor.
 - a) **General.** Contractor will maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$250,000 per claimant and \$1,000,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.
 - b) **Coverage.** If Contractor maintains broader coverage and/or higher limits than the contractual minimums, County is entitled to such broader coverage and higher limits. Any excess

insurance proceeds will be available to County under the same conditions it is available to Contractor.

- c) Professional. Contractor will maintain insurance appropriate for Contractor's profession in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- d) Auto. Contractor will maintain vehicle insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- e) Primary. Contractor's insurance will be the primary insurance for all incidents related to this Contract. Contractor's insurance provider(s) will not subrogate against County.
- f) Vendors and Service Providers. Contractor is responsible for all of its vendors and service providers.

vi. Unemployment and Workers' Compensation. Prior to commencing performance of this Contract, Contractor will provide proof it is in compliance with Wyoming unemployment insurance and workers' compensation laws.

4. COUNTY'S OBLIGATIONS. After Contractor completes Work to satisfaction of County, County will pay Contractor a total of \$24,300.00 in accordance with County's bill paying process.

5. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract becomes effective upon the date of the last required signature.

6. STANDARD PROVISIONS.

A. GOVERNMENTAL IMMUNITY. County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunities as a defense.

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

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

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

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

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

- i. withhold payment until Contractor satisfactorily performs in accordance with this Contract,

- ii. pursue any other remedy allowed by law.
- G. **CONFLICT OF INTEREST.** The parties will not engage in any activity that could result in a conflict of interest or the appearance of a conflict of interest related to this Contract.
- H. **ENTIRE CONTRACT.** This four page document and Attachment A constitute the entire agreement and supersede all prior written and oral communications. Any change to this Contract must be in writing signed and dated by both parties.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the nonperforming party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, earthquake, embargo, epidemic disease, fire, flood, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and are not to be used to construe any part of this Contract.
- Q. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor will determine the means and manner of its performance under this Contract. Contractor is solely responsible for its actions, debts, and other liabilities. Contractor is solely responsible for any taxes and other costs resulting from its performance of this Contract including, but not limited to, federal, social security, and sales taxes and workers' compensation and unemployment insurance. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract.
- K. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of County. Such material includes, but is not limited to, physical, electronic, and any other form of data, document, application, report, survey, map, specifications, design, model, photograph, film, video, and object. Contractor may retain a copy or other replica of the material for its own use. Contractor will treat the material as confidential and not reveal the material without consent from County.
- L. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, a disability that can be reasonably accommodated, or any other protected class.
- M. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by a director, supervisor, or official of the non-sending party.
- N. **RELATED CONTRACT.** County may enter a separate contract(s) for a service and/or deliverable related to this Contract. Contractor will reasonably cooperate regarding such contract(s).
- O. **SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract will remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.

- R. **SIGNATURE.** The person signing below for each party is authorized to sign this Contract on behalf of her/his party. If the person who signs is not authorized to sign and her/his party refuses to be bound by this Contract, the person who signed is individually liable for her/his party's performance of this Contract.

- S. **TERMINATION.**
 - i. **Immediate.** County may terminate this Contract immediately if Contractor fails to maintain insurance and/or if Contractor is not a natural person, Contractor ceases to be active and in good standing with the Wyoming Secretary of State.
 - ii. **Material Breach.** Either party may terminate this Contract if, after giving reasonable notice of a material breach to the other party, the other party fails to cure the material breach.
 - iii. **Notice.** Either party may terminate this Contract upon 90 days' notice to the other party.
 - iv. **Survival.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.

- T. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.

- U. **TIME.** Time is of the essence in performance of this Contract.

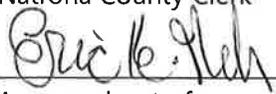
- V. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it will not constitute a waiver of any prior or subsequent breach. Failing to object to a breach will not constitute a waiver.

Each party to this Contract, through its undersigned authorized representative(s), agrees to the provisions in this Contract.

<p>NATRONA COUNTY</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Robert Hendry, Chair Date Natrona County Board of Commissioners</p>	<p>STATELINE NO. 7 ARCHITECTS</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Lyle Murtha Date President</p>
--	---

ATTEST:

 Tracy Good
 Natrona County Clerk



 Approved as to form
 County Legal Department

ARCHITECTURAL SCOPE OF WORK

We understand you will accomplish the following work via other consulting engineers or consultants (if needed):

- Geotechnical engineering and/or subsurface soils investigations
- Civil engineering, landscape architecture, site survey, and/or easements

In addition, we have not included the following professional services for your project:

- Phase 1 or 2 Environmental Site Assessment and/or any contaminated soils mitigation
- Site design/engineering and landscape design
- Printing of sets for bidding (but a web link will be provided for online plan access)
- LEED (green building) certification; however we will consider sustainable strategies
- Multi-phased project design
- No fireplace design for the shelter
- No restroom or other interior amenities (is an open air shelter)
- No demolition of the existing picnic shelter and/or foundations
- No power/electricity to the shelter

We understand that the following work will be provided by Stateline No. 7 Architects:

Design/Scope/Services:

- Cost estimating
- Project manual/specifications (notes will be made directly on drawing sheets where needed)

- Presentation at governmental reviews, hearings and community meetings as needed
- Professional architecture and structural design services
- Three picnic shelters, which are set up to be prototypical; and all three shelters are anticipated to be bid and constructed under one single prime contractor during one single phase construction
- Up to three schematic design options for the picnic shelters design
- Architectural design development and construction documents for the shelters
 - Design development and construction documents
 - Bidding assistance (invitation to bid and coordination with bid centers, approving substitutions, issuing addendums, etc.)
 - Construction administration services (shop drawing review, answering questions, ASIs, meeting/trips to the site during construction, observations/inspections, etc.)
 - Final inspection / punch list by design team
- Full code review for compliance with local building codes (IBC) and coordination with the Natrona County Building Department to work out any code issues, and review for compliance with Americans with Disabilities Act
- Periodic visits to the site during construction
- Available during the course of the construction project to provide input, answer questions, and participate in minor changes to the plans that inevitably arise as necessary



Additional Assumptions:

- It is expected that the project schedule would be designed during 2020 and put out to bid in early 2021 for a Summer 2021 construction timeframe

“...Lyle’s most invaluable strength is his ability and commitment to understanding his client’s conceptual vision prior to applying his own style. Many architects have a signature style and cannot seem to stray from that, regardless of the project. Lyle invested his time in getting to know us, our concept for Jonah Bank and what we wanted our facilities to say about us. ...”
Mark Zaback, President and CEO and Kim Devore, CFO, Casper Jonah Bank

RELEVANT PROJECT EXPERIENCE:

Our wealth of experience of similar type projects includes the design of several outdoor shelter, plaza, and camping type projects. These projects have been completed across the region; in all types of building construction design and with all types of clients. The following are some of these prominent similar project examples (* indicates experience by a firm principal at a previous firm):





Natrona County Road & Bridge Department

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

DATE: August 20, 2020

TO: Rob Hendry, Commission Chairman, Commissioners and Eric Nelson, County Attorney

FROM: Michael D. Haigler, Roads Bridges and Parks Superintendent *MDH*

SUBJECT: Notice of award to Stateline No. 7 Architects

A proposal was submitted by Stateline No.7 Architects on July 8, 2020 for the design-bid-build of three picnic shelters located in Beartrap Meadow.

There are three shelters in the meadow that need to be replaced, Stateline provided a proposal for a design build-bid and construction management. It is anticipated that the buildings will be steel or wood post – and-beam, wood joists and wood deck with concrete floor slab construction all of which will be ADA compliant.

The existing foot print of each existing building is approximately 800 S.F. and the new structures will be very similar in size. Stateline will provide Geotechnical engineering, subsurface soils investigation, landscape architecture, site survey, and or easements etc. They will provide a cost estimate, project manual/specifications, presentations to public, reviews, hearings and community meetings as needed.

They will provide up to three schematic design options for the picnic shelters and they will provide construction documents bidding assistance, construction administration and final inspections.

The proposed schedule would be to design the project in 2020 and bid in in early 2021 for a summer 2021 construction.

Staff recommends awarding the project to Stateline No.7 Architects in the amount of \$24,300.00.

Stateline Nº 7

ARCHITECTS

July 8, 2020

Mr. Mike Haigler
Natrona County Parks
538 S.W. Wyoming Blvd.
Mills, Wyoming 82644

Re: Three Picnic Shelters in Bear Trap
Campground on Casper Mountain, Wyoming

Dear Mike:

Thank you for the opportunity to be considered for the Bear Trap Campground picnic shelters project. The following is a revised proposal for architectural services based on our discussions this week. We have developed this proposal and fee based on the work necessary to support your new picnic shelters building project.

These new picnic shelters for the Natrona County Parks Department will be located at Bear Trap Campground. The building construction is yet-to-be-determined, but anticipated to be steel or wood post-and-beam, wood joists and wood deck with concrete floor slab construction. The footprint of each of the buildings is to be approximately 800 s.f.

We understand that this project will be completed in the design-bid-build project delivery method.



ARCHITECTURAL SCOPE OF WORK

We understand you will accomplish the following work via other consulting engineers or consultants (if needed):

- Geotechnical engineering and/or subsurface soils investigations
- Civil engineering, landscape architecture, site survey, and/or easements

In addition, we have not included the following professional services for your project:

- Phase 1 or 2 Environmental Site Assessment and/or any contaminated soils mitigation
- Site design/engineering and landscape design
- Printing of sets for bidding (but a web link will be provided for online plan access)
- LEED (green building) certification; however we will consider sustainable strategies
- Multi-phased project design
- No fireplace design for the shelter
- No restroom or other interior amenities (is an open air shelter)
- No demolition of the existing picnic shelter and/or foundations
- No power/electricity to the shelter

We understand that the following work will be provided by Stateline No. 7 Architects:

Design/Scope/Services:

- Cost estimating
- Project manual/specifications (notes will be made directly on drawing sheets where needed)

- Presentation at governmental reviews, hearings and community meetings as needed
- Professional architecture and structural design services
- Three picnic shelters, which are set up to be prototypical; and all three shelters are anticipated to be bid and constructed under one single prime contractor during one single phase construction
- Up to three schematic design options for the picnic shelters design
- Architectural design development and construction documents for the shelters
 - Design development and construction documents
 - Bidding assistance (invitation to bid and coordination with bid centers, approving substitutions, issuing addendums, etc.)
 - Construction administration services (shop drawing review, answering questions, ASIs, meeting/trips to the site during construction, observations/inspections, etc.)
 - Final inspection / punch list by design team
- Full code review for compliance with local building codes (IBC) and coordination with the Natrona County Building Department to work out any code issues, and review for compliance with Americans with Disabilities Act
- Periodic visits to the site during construction
- Available during the course of the construction project to provide input, answer questions, and participate in minor changes to the plans that inevitably arise as necessary

Additional Assumptions:

- It is expected that the project schedule would be designed during 2020 and put out to bid in early 2021 for a Summer 2021 construction timeframe

“...Lyle’s most invaluable strength is his ability and commitment to understanding his client’s conceptual vision prior to applying his own style. Many architects have a signature style and cannot seem to stray from that, regardless of the project. Lyle invested his time getting to know us, our concept for Jonah Bank and what we wanted our facilities to say about us. ...”
Mark Zaback, President and CEO and Kim Devore, CFO, Casper Jonah Bank

RELEVANT PROJECT EXPERIENCE:

Our wealth of experience of similar type projects includes the design of several outdoor shelter, plaza, and camping type projects. These projects have been completed across the region; in all types of building construction design and with all types of clients. The following are some of these prominent similar project examples (* indicates experience by a firm principal at a previous firm):



* Elkhorn Ridge Campground near Spearfish, SD



• Meadowlark Ski Lodge in the Big Horn Mountains



Arthur Park in Rock Springs



* Tatanka in Deadwood, SD



Private Residence near Casper Mountain



Ten Sleep Fish Hatchery near Ten Sleep



307.269.3611

307.269.3617 fax

444 South Center Street



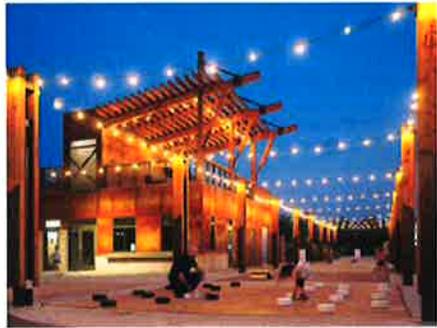
Casper, WY 82601

www.stateline7.com

Art 321 "Penny Plaza" in Casper



David Street Station in Casper



COMPENSATION

Stateline No. 7 Architects prefers to establish a fixed fee for professional architectural services based on the total scope of work necessary to complete the project. The fixed fee is arrived at simply by estimating the actual time and work necessary to complete your project and calculating those costs including staff costs, overhead, etc. The fixed fee format allows the project budget to be established independent from the professional fees and dispels any concerns about fees being tied to project costs. This fixed fee method ensures the owner with upside protection and provides the architect fair compensation for their efforts. We propose a fixed fee for the professional architectural services as outlined in this proposal as calculated:

Professional Fees:

Architectural
and Project Management Services
(Stateline No.7 Architects) = \$19,550.00

Structural Engineering Services
(Lower & Company) = \$4,750.00

Total Fixed Fee: \$24,300.00

The fee includes in-house reimbursable expenses such as photocopies, in-house/progress blueprints, telephone/fax and other expenses that are typically reimbursable with other architecture firms. These fees do not include applicable taxes, reproduction and distribution costs for bidding purposes, legal surveys, geotechnical investigations, asbestos or lead surveys, alta surveys, or phase I or II environmental assessments. If the scope of work were to change significantly, we would

revisit the fixed fee and arrive at a mutually acceptable fee or alternatively work at our standard hourly rates.

“... I had the opportunity to work with Lyle on the town of Pine Bluffs Community Center 1.3 million dollar remodel project. From the very beginning of the project Lyle was very attentive to what our needs were and did an excellent job in helping us to envision the overall project. In the planning stages Lyle provided quality choices from which to choose from in all aspects of the project from different elevations of the building and landscaping to the interior planning and design...”

...Now that our project is complete I am able to look back and see that if I were to do it all over again, there are very few changes, if any, that I would make...”
*Sonja Fornstrom, Recreation Director,
Town of Pine Bluffs Recreation &
Community Center, Pine Bluffs, Wyoming*

Please visit us at www.stateline7.com for an additional list of projects and resumes for all staff members



We are hopeful that this revised proposal accurately reflects your expectations of our services and that you find the revised professional fee and scope of services acceptable. Once again, we thank you for the opportunity to present a proposal to you for your project. We would like very much to be involved and promise you our very best effort. We are proud of our growing reputation at Stateline No. 7 Architects of being both knowledgeable and thorough, and at the same time being receptive to ideas from the construction side and being a part of the "team." We feel we would be a good fit for your project and would like to build a good working relationship. Please do not hesitate to call if you have any questions concerning this information or would like any additional information.

Respectfully,



Lyle T. Murtha, AIA
President
Stateline No. 7 Architects
1607 CY Avenue, Suite 203
Casper, Wyoming 82604
307-265-3611
307-265-3617 Fax
lmurtha@stateline7.com
www.stateline7.com

Client Authorization for Architectural Services

Signature: _____

Printed Name: _____

Title: _____



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA
BOARD OF COUNTY
COMMISSIONERS MEETING
September 15, 2020

Planning Commission Recommendations

1. **Planning Commission Recommendation:** **Approve**
ZC20-2 - A request to change the zoning district classification of 43 acres, from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA).
2. **Planning Commission Recommendation:** **Approve**
TA20-2 – A request by the Planning Department to amend the Planning Department Fee Schedule.



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, P.E., Director

Date: August 11, 2020

RE: ZC20-2 – Request to change the zoning district classification of 43 acres, from Ranching, Agriculture and Mining to Urban Agriculture for land located in the N/2 NE/4 20-33-81.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its August 10, 2020 meeting, the Planning Commission, with one Commissioners absent, acted to recommend approval of the requested Zone Change to the Board of County Commissioners.

(Motion passed unanimously).

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water:

This property was purchased from:

The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: 
(Signature)

Date: 6-18-20

Print Applicant Name: Taylor Cook

Owner: 
(Signature)

Date: 6-18-20

Print Owner Name: Taylor Cook

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water:

This property was purchased from:

The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Kay Page
(Signature)

Date: 6/18/20

Print Applicant Name: Kay Page

Owner: Kay Page
(Signature)

Date: 6/18/20

Print Owner Name: Kay Page



KEITH R. NACHBAR P.C.



Keith R. Nachbar

LAW OFFICES

Paralegal
Debra J. Dean

June 19, 2020

**Jason Gutierrez
Development Department Director
Natrona County Development Department
200 North Center St. Suite 205
Casper, WY 82601**

**RE: Cook/Page Applications for Zoning Amendment
2922 and 2942 Phillips Land, RAM to UA
N1/2NE1/4 Sec. 20, T. 33 N, R. 81 W
Parcels A, B, C and E on the attached drawing**

Dear Mr. Gutierrez:

Our firm represents the applicants for the above listed applications for zoning amendment for properties at 2922 and 2942 Phillips Lane. The subject parcels are currently in the RAM zoning district and the applicants seek to have them rezoned to UA. I am writing to provide some additional information in support of approval of the application.

The subject properties comprise 43.65 acres surrounded by several other 10 and 20 acre parcels that lie within the RAM zoning district. There are several 5 acre parcels nearby, along with several 20 acre parcels and a 26 acre parcel right in the area. RAM zoning currently requires a minimum lot size of 35 acres. The requested zoning for the subject parcels, UA, requires a 10 acre minimum lot size.

The subject properties border UA zoning along the eastern boundary.

The proposed amendment directly meets or at least parallels several of Natrona County's required criteria for a zone change.

1) *"The proposed rezoning is necessary to come into compliance with the Natrona County Development Plan"*

The subject properties are surrounded by other 10 and 20 acre parcels within and outside the Phillips Lane Subdivision, all of which lie within RAM zoning. Part of the subject properties, along with several neighboring parcels, are inconsistent with current RAM zoning in the area which requires a minimum 35 acre lot size.

The subjects border UA zoning along their eastern boundary. It appears that for the sake of simplicity, when establishing the zoning boundary, the Natrona County Development Department made a straight line north and south to divide UA from RAM zoning, rather than incorporate these pre-existing smaller parcels that meet the criteria of UA but not RAM zoning. The subject properties (and the nearby parcels) would certainly better meet the criteria of UA zoning than that of RAM.

- 2) *"The existing zoning of the land was the result of a clerical error."*
- 3) *"The existing zoning of the land was based on a mistake of fact."*

While we cannot point to or identify a specific clerical error or mistake of fact, it does seem odd that the UA/RAM zoning boundary running north and south along the eastern boundary of the Phillips Lane Subdivision did not address the pre-existing Phillips Lane Subdivision lots and the fact that a number of these lots were sized consistent with UA zoning, not RAM zoning. It certainly would have made sense at the time of implementation of zoning regulations to zone parcels in the Phillips Lane Subdivision as UA, consistent with their smaller lot sizes.

- 4) *Criteria four is not applicable.*
- 5) *"The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area."*

6) *“The proposed rezoning is necessary in order to provide land for a community need that was not anticipated at the time of adoption of the Natrona County Development Plan.”*

These two criteria are addressed together as they are closely related and the application easily meets both of these criteria.

The area in which the subject properties are located has changed and will continue to change as people of Casper and those moving here buy up west side properties. There is a need for these smaller lots west of Casper, particularly in the area of the subject properties because of municipal water, easy access to Casper, good soil, and in some cases irrigation rights. Many homeowners want smaller rural properties and for these reasons choose the west side of Casper to locate their homes. The demand for small rural properties is strong on the west side of Casper and it does not appear that the zoning adequately accommodates this need.

The recent subdivision on 8 Mile Road is proof of the high demand. There were approximately 9 lots of approximately 12 to 15 acres in size that sold within the first year of being formed. Some of these homes were in the price range of a half million dollars.

The area in which the subject properties are located also has abundant municipal water supply, provided by Poison Spider Water District. In fact, the Phillips Lane area in which the subject parcel is located has a recently installed 8” municipal water main that will provide water to an additional 65 to 114 homes. This water project contemplated and accommodated substantial growth and development in the area. The Natrona County Commissioners have also seen an increase in use of Zero Road which serves as the main access to the subject properties and their neighbors. Natrona County has accommodated this increase in use and expected future use by paving a large portion of Zero Road.

The Poison Spider School provides primary education for the subjects and surrounding properties. It is located less than a mile away

Jason Gutierrez
June 19, 2020
Page 4 of 4

from the subject properties. That school was recently replaced and this replacement allows the school district to accommodate the increasing number of students attending the school from the development surrounding the subjects.

The zone change will not result in spot zoning, as the subjects are contiguous with property that is already zoned UA. It merely conforms the zoning on these parcels to the pre-existing smaller lot sizes of neighboring properties. A parcel located to the north was recently rezoned from RAM to UA.

The subject properties are located in Area F of the 2016 Natrona County Development Plan. The recommended land use for communities in Area F includes "low density residential development." ¶ B.1. at p.6-20. The proposed zone change promotes the goal of low density residential land use on and around the subject property, which is located in an existing subdivision.

The properties within the proposed zone amendment are currently surrounded on all sides by parcels that fit more in UA than they do RAM.

Given all of the above, the proposed zone change will serve the properties in the area, the goals of the Natrona County Development Plan, and help to fulfill the need for these kinds of parcels in west Casper. We respectfully request that the proposed zone change be approved.

I would be happy to address any questions of you or your staff on this proposal or provide any additional information.

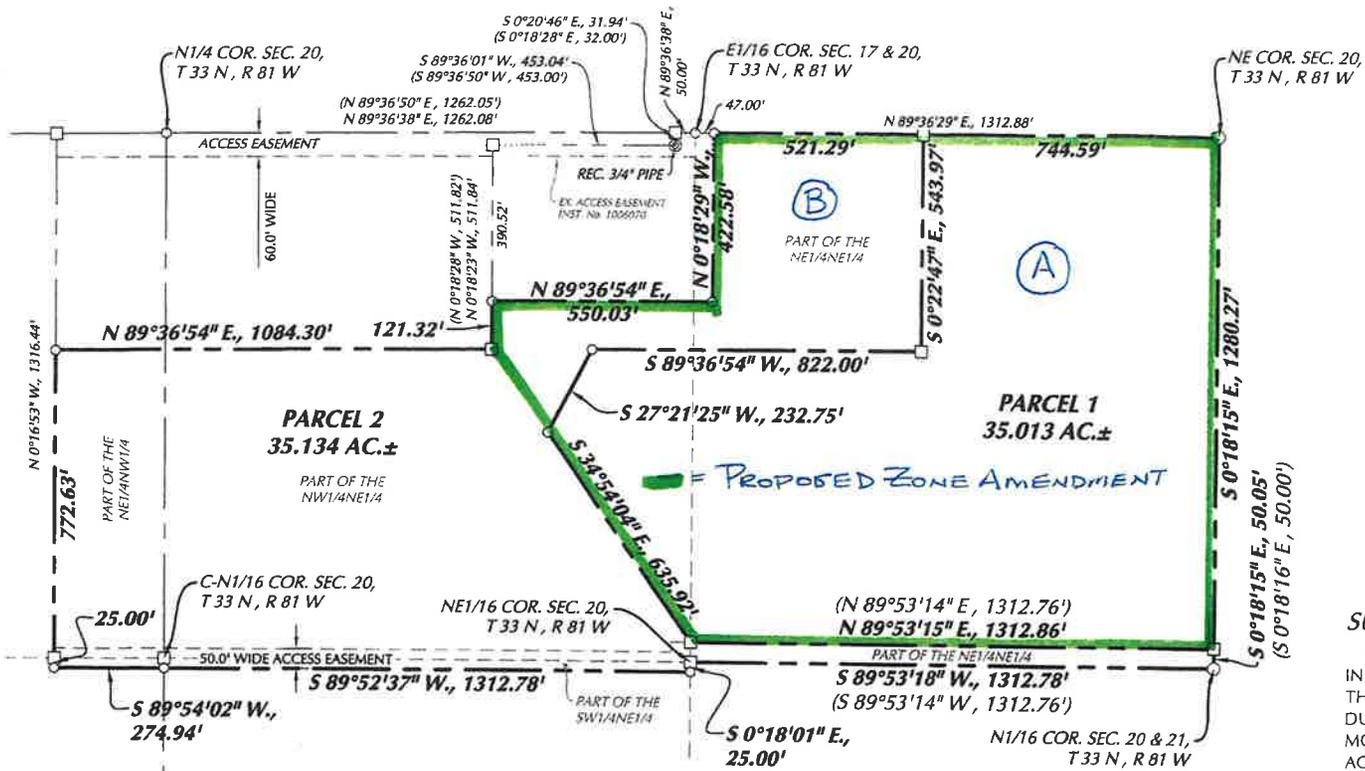
Sincerely,



Keith R. Nachbar

Enclosure

Z:\SHANE-SURVEYING\COVIL_2020\11-20\WCD\PLAT11-20_PLAT.dwg SAVER: 6/17/20 PRINTED: 6/17/20 BY: JLS



NOTES:
 1) BASIS OF BEARING IS AN ASSUMED BEARING OF NORTH AS DETERMINED BY GPS (WGS84) NEAR THE EAST SIXTEENTH CORNER ON THE NORTH LINE OF SECTION 20.

LEGEND	
○	RECOVERED BRASS CAP
□	RECOVERED ALUMINUM CAP
⊗	RECOVERED MONUMENT AS NOTED
○	PROJECTION
—	SITE BOUNDARY
- - -	LOT LINES
- · - · -	EASEMENT LINES
—	MEASURED RECORD
	N 46°34'56" W, 257.40' (N 46°34'56" W, 257.40')

SURVEYOR'S CERTIFICATE:

I, JOSEPH L. SHANE, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JUNE, 2019 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.

PARCEL 1 LEGAL DESCRIPTION (PAGE REMAINING PARCEL):

A PARCEL LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20 (GLO BRASS CAP), THENCE SOUTH 0°18'15" EAST A DISTANCE OF 1280.27 FEET ALONG THE EAST LINE OF SAID SECTION 20 TO A POINT (REBAR & CAP), THENCE SOUTH 89°53'15" WEST A DISTANCE OF 1312.86 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20 (REBAR & CAP), THENCE NORTH 34°54'04" WEST A DISTANCE OF 635.92 FEET TO A POINT, THENCE NORTH 27°21'25" EAST A DISTANCE OF 232.75 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 822.00 FEET TO A POINT (REBAR AND CAP), THENCE NORTH 0°22'47" WEST A DISTANCE OF 543.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20 (REBAR & CAP), THENCE NORTH 89°36'29" EAST A DISTANCE OF 744.59 FEET TO THE POINT OF BEGINNING, CONTAINING 35.013 ACRES MORE OR LESS.

PARCEL 2 LEGAL DESCRIPTION (TAYLOR COOK PARCEL):

A PARCEL LOCATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 20 WHICH BEARS SOUTH 89°36'29" WEST A DISTANCE OF 744.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20 (GLO BRASS CAP), THENCE SOUTH 0°22'47" EAST A DISTANCE OF 543.97 FEET TO A POINT (REBAR & CAP), THENCE SOUTH 89°36'54" WEST A DISTANCE OF 822.00 FEET TO A POINT, THENCE SOUTH 27°21'25" WEST A DISTANCE OF 232.75 FEET TO A POINT, THENCE SOUTH 34°54'04" EAST A DISTANCE OF 635.92 FEET TO A POINT (REBAR & CAP), THENCE NORTH 89°53'15" EAST A DISTANCE OF 1312.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20 (REBAR & CAP), THENCE SOUTH 0°18'15" EAST A DISTANCE OF 50.05 FEET TO THE NORTH SIXTEENTH CORNER COMMON TO SECTION 20 & 21 (GLO BRASS CAP), THENCE SOUTH 89°53'18" WEST A DISTANCE OF 1312.78 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 20 (REBAR & CAP), THENCE SOUTH 0°18'01" EAST A DISTANCE OF 25.00 FEET TO A POINT, THENCE SOUTH 89°52'37" WEST A DISTANCE OF 1312.78 FEET TO A POINT, THENCE SOUTH 89°54'02" WEST A DISTANCE OF 274.94 FEET TO A POINT, THENCE NORTH 0°16'53" WEST A DISTANCE OF 772.63 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 1084.30 FEET TO A POINT (REBAR & CAP), THENCE NORTH 0°18'23" WEST A DISTANCE OF 121.32 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 550.03 FEET TO A POINT, THENCE NORTH 0°18'29" EAST A DISTANCE OF 521.29 FEET TO THE POINT OF BEGINNING, CONTAINING 35.134 ACRES MORE OR LESS.



Shane Surveying
 Prepared by Shane Surveying
 P.O. Box 51412 / Casper, WY 82605
 PH: (307)251-7488

PLAT OF SURVEY
 LOCATED IN THE N1/2, SEC. 20, T.33N., R.81W.,
 6th P.M., NATRONA COUNTY, WYOMING
 PREPARED FOR JERRY COOK

Drawn By:	JLS
Checked By:	JLS
Date:	6/16/2020
Rev. Date:	NONE
Job No.:	11-20
SHEET:	PLAT OF SURVEY



CONSULTING, LLC

5830 East 2nd Street
Casper, Wyoming 82609

Phone: 307-473-8184

Fax: 307-265-4672

ENGINEERING,
CONSULTING
& DESIGN

February 27, 2013

Mr. Jerry Cook
P. O. Box 850
Mills, WY 82644

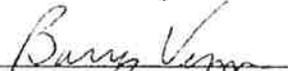
Re: Poison Spider Water System Capacity, Line B

Dear Mr. Cook:

This letter is submitted as a follow up to address the water system capacity in the area you are planning to develop along Phillips Road. Our letter of January 3, 2013 neglected to identify the capacity of the 8-inch line serving the northwest area of the District, which we have designated as Line "B" for the construction project. The new water line planned for serving the northwest area of the District is an 8-inch diameter water line, and has a capacity of 114 equivalent ¾-inch taps, or 65 1-inch taps. The total number of taps planned for the northwest area of the District is currently 30, and includes the 8 ¾-inch taps planned for your property. As far as we know, there are no planned 1-inch taps in the general area. So the excess capacity in your general area is approximately 84 taps.

We hope this letter addresses your questions and any concerns about the District's water system capacity. If you have any questions or need further information, please feel free to contact us.

Sincerely,
609 Consulting, LLC


Barry Venja, PE

Cc: Bill Kossert, Poison Spider I&S District
Dave Drell, District's Attorney
Trish Chavis, Natrona County Planning and Development Dept.

REQUEST FOR A ZONE MAP AMENDMENT

ZC20-2
STAFF REPORT: Trish Chavis
July 8, 2020
For
August 10, 2020
Planning and Zoning Commission
And
September 15, 2020
Board of County Commissioner Meeting

Applicant: Taylor Cook and Kay Page

Request: To change the zoning district classification for approximately 43 acres, from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA).

Location and Zoning

The property is located in a portion of the N/2 NE: Section 17, Township 33 North, Range 81 West of the 6th Principle Meridian, Natrona County, Wyoming. The parcel is located roughly ½ mile west of Poison Spider School and south of Poison Spider Road. This parcel is more commonly referred to as 2922 & 2942 Phillips Ln.

The parcel is currently zoned Ranching, Agricultural, and Mining (RAM). Zoning to the north is RAM, East is UA, south is RAM, and west is RAM.

Background

There have been three previous attempts to rezone parcels in this area; each application was to change the zoning classification from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA). The first was in 2010 and failed to proceed to the Board of County Commissioners. The second was in 2011 and was denied by the Planning Commission and failed to proceed to the Board of County Commissioners. The third attempt was in 2012 and was denied by the Board of County Commissioners.

In 2016 a request was made to change the zoning to Suburban Residential One (SR-1). This application was withdrawn prior to the Planning Commission meeting.

In 2019, an additional application for 20 acres was requested to go from RAM to UA. It was approved by both the Planning Commission and the Board of County Commissioners.

General Standards
For
Zone Map Amendments

Definition: An applicant must demonstrate that at least one of the following criteria is met for the approval to be consistent with the Zoning Resolution:

- 1) Is necessary to come into compliance with the Natrona County Development Plan.
- 2) Existing zoning of the land was the result of a clerical error.
- 3) Existing zoning of the land was based on a mistake of fact.
- 4) Existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.
- 5) The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area.
- 6) Proposed rezoning is necessary in order to provide land for a community need that was not anticipated at the time of adoption of the Natrona County Development Plan.

The applicant is seeking the Zone Map Amendment under Criteria #1 & 6. (Applicant statement below)

These two criteria are addressed together as they are closely related and the application easily meets both these criteria.

The area in which the subject property is located has changed and will continue to change as people of Casper and those moving here buy up west side properties. There is a need for these smaller lots west of Casper, particularly in the area of the subject property because of municipal water, easy access to Casper, good soil, and in some cases irrigation rights. Many homeowners want smaller rural properties and for these reasons choose the west side of Casper to locate their homes. The demand for small rural properties is strong on the west side of Casper and it does not appear that the zoning adequately accommodates this need.

The recent subdivision on 8 Mile Road is proof of the high demand. There were approximately 9 lots of approximately 12 to 15 acres in size that sold within the first year of being formed. Some of these homes were in the price range of half million dollars.

The area in which the subject property is located also has abundant municipal water supply, provided by Poison Spider Water District. In fact, the Phillips Lane area in which the subject parcel is located has a recently installed 8" municipal water main that will provide water to an additional 65 to 114 homes. This water project contemplated and accommodated substantial growth and development in the area. The Natrona County Commissioners have also seen an increase in use of Zero Road which serves as the main access to the subject property and its neighbors. Natrona County has accommodated this increase in use and expected future use by paving a large portion of Zero Road.

The Poison Spider School provides primary education for the subject and surrounding properties. It is located less than a mile away from the subject property. The school was recently replaced and this replacement allows the school district to accommodate the increasing number of students attending the school from the development surrounding the subject parcel.

The zone change will not result in spot zoning, as the subject is contiguous with property that is already zoned UA. It merely conforms the zoning on this parcel to the pre-existing smaller lot sizes of it and neighboring properties. A parcel to the north was recently zoned RAM to UA.

The subject property is located in Area F of the 2016 Natrona County Development Plan. The recommended land use for communities in Area F includes "low density residential development." The proposed zone change promotes the goal of low-density residential land use on and around the subject property, which is located in an existing subdivision.

The properties within the proposed zone amendment are currently surrounded on all sides by parcels that fit more in UA than they do RAM.

Given all of the above, the proposed zone change will serve the properties in the area, the goals of Natrona County Development Plan, and help fulfill the need for these kinds of parcels in west Casper. We respectfully request that the proposed zone change be approved.

Staff finding of fact: The 2016 Development Plan for Natrona County was adopted on July 5th, 2016. The recommendation for this area is to have low-density residential development with the zoning being RAM and Urban Agriculture. Low density shall be based on a maximum of 1 unit per 5 acres.

The subject parcel is adjacent to land already zoned Urban Agriculture and shall not be considered a spot zone.

The addition of a new school and municipal water line support future growth of low density residential uses.

The zone change is supported by the Development Plan and the Zoning Resolution.

Public Comment

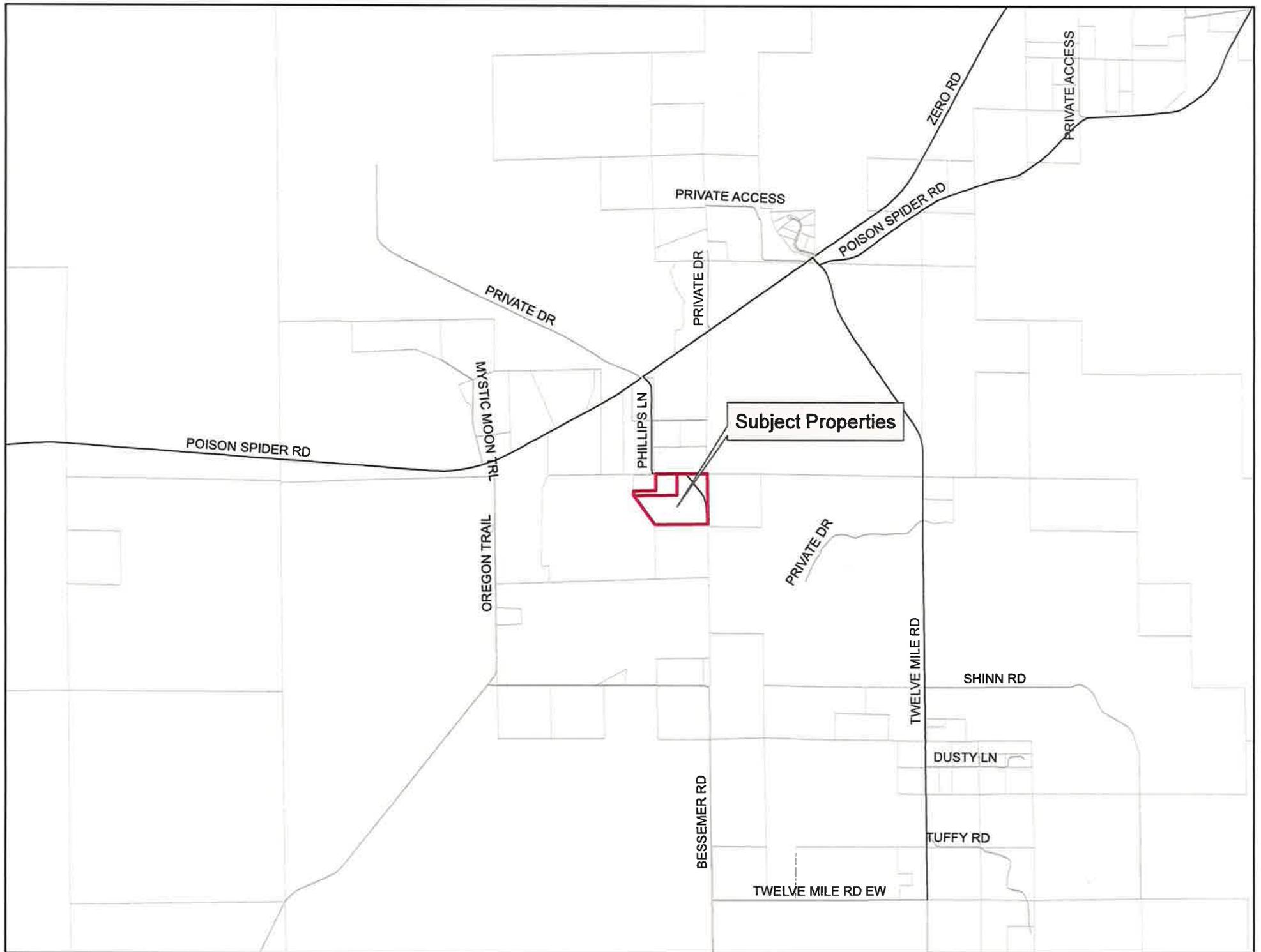
As of the date of this staff report, 1 written comment in opposition has been received.

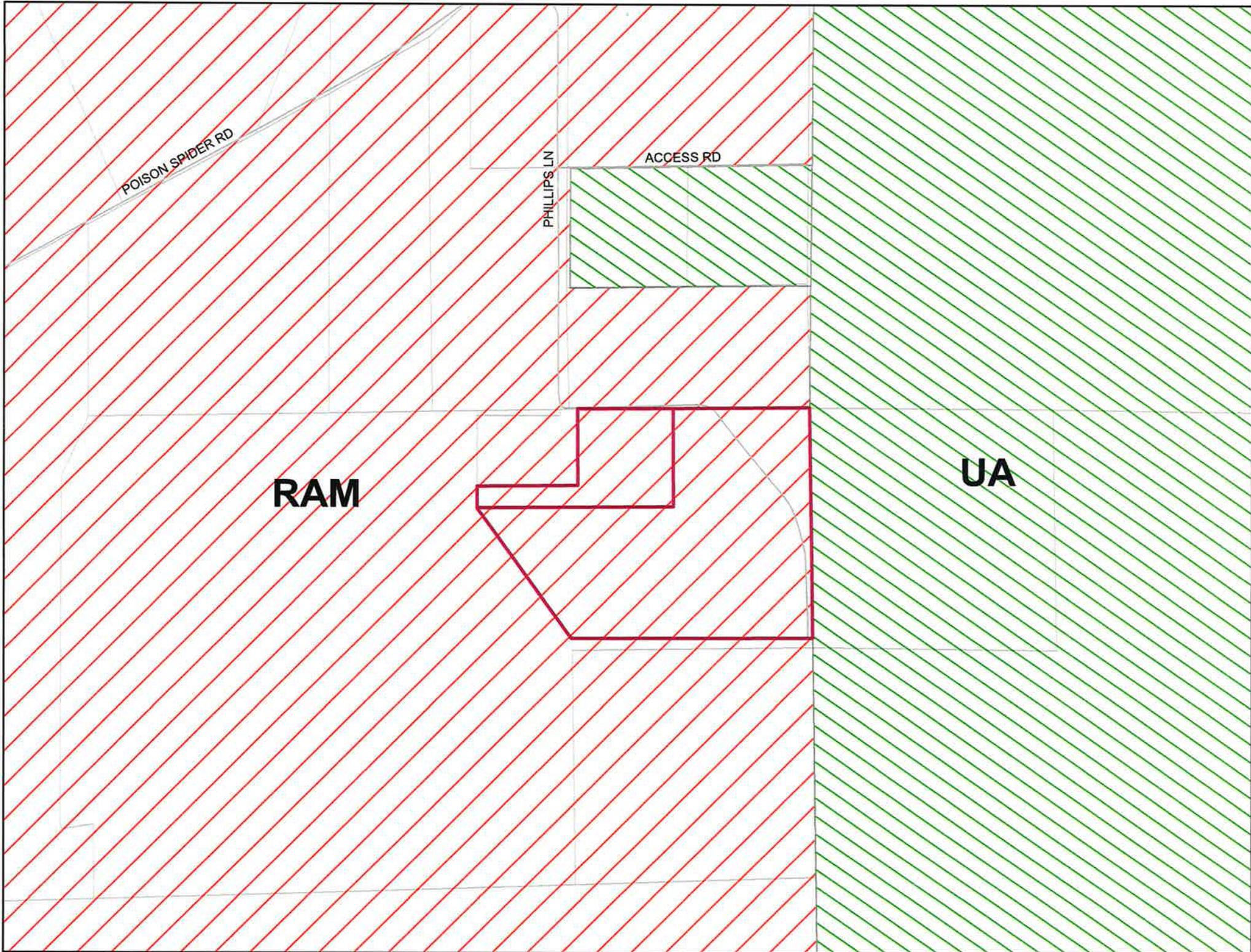
Staff sent the public notice to 14 neighbors within ½ mile.

Recommendation

Staff proposes a motion and vote by the Planning Commission to recommend approval by the Board of County Commissioners on the proposed zone change from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA).

Staff also recommends that the motion incorporate by reference the findings of fact set forth herein and make them a part thereof.





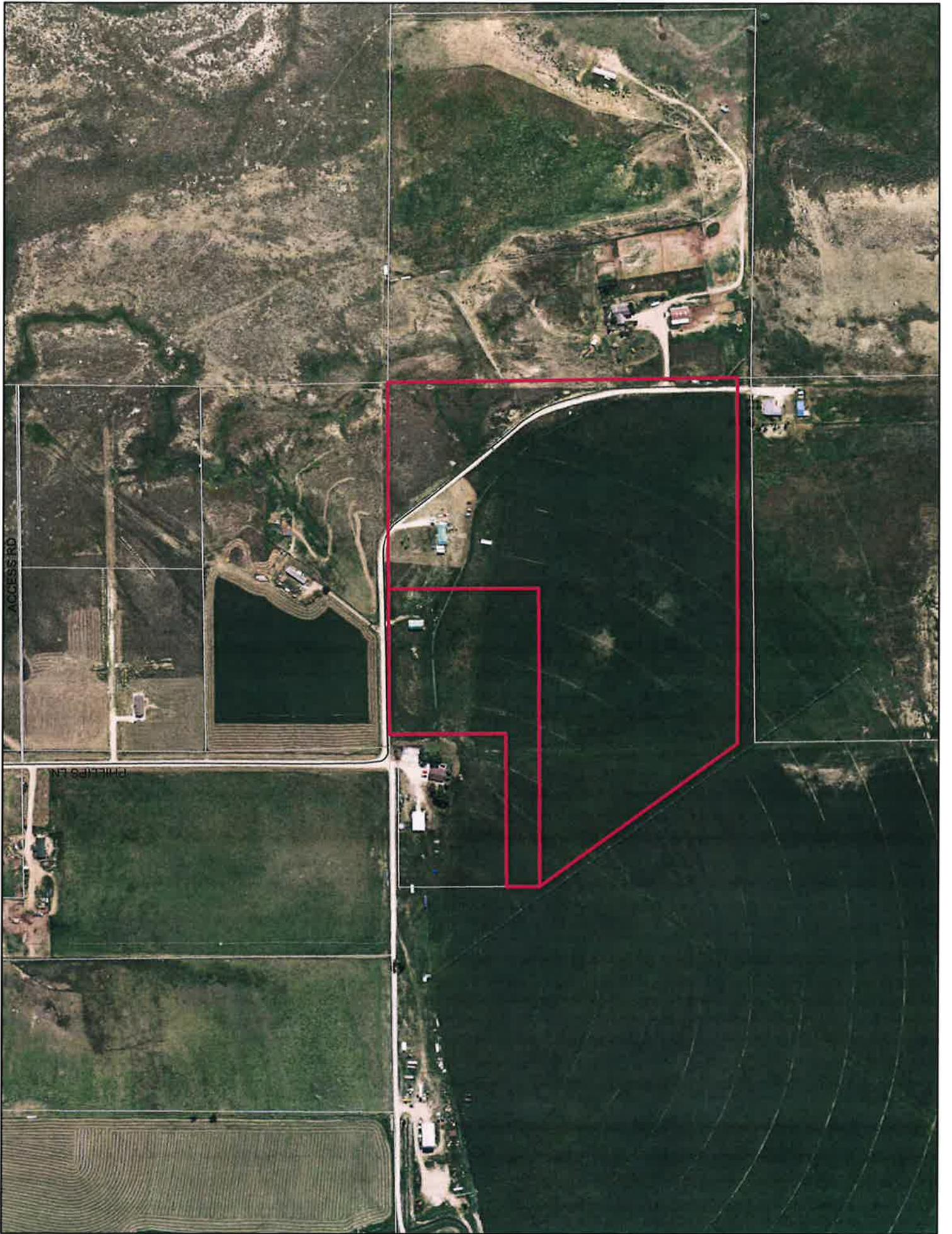
POISON SPIDER RD

PHILLIPS LN

ACCESS RD

RAM

UA



ACCESS RD

PHILIP LN

From: [Csicki](#)
To: [Trish Chavis](#)
Subject: Notice of public hearing August 10, 2020
Date: Monday, August 10, 2020 9:02:19 AM

CAUTION: Please be cautious. This email originated from outside the County. Use your Phish Alert button to report suspicious email or call your IT support team. Do not forward suspicious emails.

Dear Trish Chavis,

I, Curtis and Cynthis Li, are the landowners east of the proposal ZC20-2, at 2950 Phillips Lane, Casper Wyoming 82604. We are opposed to the rezoning from RAM to Agricultural Area zoning. We are at least requesting a postponement of any decision to another time. We are unable to attend the meeting today. In addition, there was not sufficient time to prepare a lawful and environmental response to the proposed change..

Please consider tabling of the proposal, we are adamantly OPPOSED to the zoning change and its impact.

Thank you,

Curtis K. Li, MD (307) 2624006



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, P.E., Director

Date: September 9, 2020

RE: TA20-2 – A request by Planning Department to amend the Planning Department Fee Schedule.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its September 8, 2020 meeting, the Planning Commission, with one Commissioners absent, acted to recommend approval of the requested Text Amendment to the Board of County Commissioners with modifications.

(Motion passed unanimously).

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

Planning Department Fee Schedule

TA20-2

Staff Report: Trish Chavis

August 14, 2020

For

September 8, 2020

Planning and Zoning Commission

And

September 15, 2020

Board of County Commissioner Meeting

Applicant: Natrona County Planning Department (the Department)

Request: To amend the Planning Department Fee Schedule

Background

In 2010, the Planning Department amended the fee schedule and document price list to increase the fees associated with development. In 2013, the Subdivision Regulations were also amended, adding the reimbursement of County Surveyor review onto the applicant.

Even with these changes, the Department is still paying for development activities. The most recent example was the Conditional Use Permit (CUP) for Dinosolar. Ex.

- CUP Application \$300 paid by applicant
- Adjacent Neighbor Letter postage - \$580.62 paid by the Department
 - o Office supplies – est. \$100
- Legal Notice - \$102.20 paid by the Department
- Estimated 10hrs. Planner & Director time dedicated to open houses, phone calls, public meetings. (10 x \$75= \$750)
- Estimated 16 hrs. Planner research, letter writing, printing/preparing envelopes (1,528), fielding public comment responses, power point presentations, packet printing/binding and staff report preparation. (16 x \$35= \$560)

Application fee \$300 by the applicant with Department costs paid of \$1792.82 (\$2092.82 – \$300 = \$1792.82).

While this is only one example, the costs the Department pays for each application is more than what is received in application fees.

A typical CUP, Variance or Zone Change requires at a minimum, 14 hours of staff time to process. A Major Subdivision is approximately 20 hours. These estimations do not include email/phone exchanges, public comment calls, open houses, PC/BOCC meetings, vehicle and fuel cost associated with on-site review and site photos.

All applications requiring public meetings must be published in the Casper Star Tribune and the average cost of a legal notice is \$96.69 with average postage being \$9.06.

Staff has reviewed the application fees of 9 counties around the state. Natrona County is among the lowest fees associated with any of the above applications.

Proposal

Increase the fees associated with Subdivisions, Conditional Use Permits, Zone Changes, Variances, Zoning Certificates and PUDs. The amendment also includes a fee to change a road name and a research fee.

Proposed Motion

Staff proposes a motion and vote to recommend approval of the requested Fee Schedule by the Board of County Commissioners.

Planning Department Fee Schedule

Subdivisions

Simple/Replat	\$325
County Surveyor Reimbursement	Actual Cost
Major Subdivision	\$600
Per lot over 5	\$50
County Surveyor Reimbursement	Actual Cost
Notice Fee*	\$150

Conditional Use Permit

Regular CUP	\$300
Notice Fee*	\$150
Communication Tower	\$1,000
Notice Fee*	\$150
Recertification	\$500
Wind Energy Conversion System	\$2,000
Notice Fee*	\$500
Turbine Fee (per)	\$150
Utility Scale Solar Energy System	\$2,000
Notice Fee*	\$500

Zone Change

	\$500
Notice Fee*	\$150
Additional Applicant (per)	\$100

Planned Unit Development (New)

	\$500
Notice Fee*	\$150
Amendment	\$250
Notice Fee*	\$150

Variance

	\$500
Notice Fee*	\$150
Additional Applicant (per)	\$100

Road Naming

Rename Road	\$150
Additional/Extensions (per)	\$50

Zoning Certificate

	\$50
w/ Floodplain Development	\$100

Research/Project Time -

(over 15 minutes)	\$75/hr
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**Notice fee covers costs associated with legal notices and adjacent neighbor letters*

Permit Type	Albany County	Laramie County	Big Horn County	Sheridan County	Sweetwater County	Park County	Sublette County	Lincoln County	Carbon County	Natrona County	AVERAGE
Simple Subdivision	\$300.00	\$100 + Surveyor	\$100 Down Payment + \$150 Final Payment (After fact is \$100 extra)	\$450 (Replat also \$450)	\$150 + Recording (Replat is same)	\$175	\$250 (Replat is same)	\$150	\$200	\$125 + Recording Fee	\$225
Preliminary Plat	\$300 + Notice Fee	\$100 + Legal + Mailing + Surveyor	Amendment (replat) is \$250	\$400	\$75	\$250 + Certified Mailing + Legal Notice	N/A	\$250	\$200 + \$100 per lot, up to \$1000		\$202 + Legal + Mailing
Final Plat	\$300 or \$50 (Greater of 2) + Notice Fee	\$100 + Legal + Mailing + Surveyor	Not Listed	Base \$550 + \$50 for each lot	\$225 + Recording	\$500 + \$25 per lot	\$500 + \$100 per lot over 5	\$350 + \$50 per lot over 10 lots	\$200 + Legal	\$100 or \$10 per lot (Greater of 2) + Legal Notice	\$340 + Legal + Mailing
Conditional Use	*Wind Farm - \$300 per turbine + Notice Fee	Not Listed	No Zoning	\$475	\$250 - Residential \$500-Non-Residential	\$300 + Certified Mailing + Legal Notice	\$100	\$300/ \$150 per turbine	\$300 + Legal	\$300 - Regular \$1000 - Cell Tower	\$325 + Legal + Mailing
Zone Change	\$300 + Notice Fee	\$50 per hr (min 4 hr) + Legal + Mailing + Engineer	No Zoning	\$600 + \$10 for each acre over 50	Not Listed	\$400 + Certified Mailing + Legal Notice	\$75	\$300	200 + Legal	\$300	\$296 + Legal + Mailing
Variance	\$200 + Notice Fee	\$50 per hr (min 4 hr) + Legal + Mailing + Engineer	No Zoning	\$475	\$250 - Residential \$500-Non-Residential	\$200 + Certified Mailing + Legal Notice	\$75	\$200	200 + Legal	\$300	\$256 + Legal + Mailing
Address	\$100.00	\$50-\$100	\$100	Not Listed	\$75	Not Listed	N/A	N/A	N/A	0	\$41
Zoning Certificate	Principle Structure - \$200 Accessory/Addition - \$100	Not Listed	No Zoning	\$150	Not Listed	\$50	N/A	N/A	N/A	\$10	
Notice Fee	\$100.00	Actual	Not Listed	Not Listed	Not Listed	Actual	N/A	N/A	N/A	We pay all except Major Subd.	



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

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"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Chairman Hendry and Commissioners

From: Jason Gutierrez, PE Building Official & Development Director 

Date: September 12, 2020

RE: Adoption of 2020 National Electric Code

Recommendation:

Adopt the attached Resolution, which adopts the 2020 National Electric Code with amendments effective January 1, 2021.

Authority:

The State of Wyoming through the Fire Marshal's office has granted Natrona County "home rule" for over 20 years. Home rule allows Natrona County to permit and inspect electrical installations. We are also permitted to adopt more stringent rules as local circumstances vary.

History:

The Building Department began the review and adoption process in late 2019 and early 2020. This process involved the Natrona County Development Board of Appeals (Appeals Board), Staff and Public. During this process two work sessions, and two public meeting occurred along with advertisements and emails to all contractors with email addresses.

During the Appeals Board meeting of September 6, 2020 a recommendation to recommend approval of 2020 NEC was made and forwarded to the BOCC: however,

the board did not agree with staff proposed amendments. Staff recommended amendments not included in the basic code to include (paraphrased):

- Electrical disconnects, Switchgear, and Panelboards and not allowed in Bathrooms
- More stringent requirements on service masts (where an overhead electrical service enters a building)
- Increased protection from damage due to ground settlement on services

The Board's concerns with adopting these is we were modifying the base code in a more stringent manor. Staff is sensitive to this subject also. This adopted code three code cycles ago was over 20 pages of amendments, based on City of Casper amendments, the staff proposed code is 5 pages. Staff believes we have reduced the amendments to the minimum for Natrona County.

RESOLUTION NO.

A RESOLUTION ADOPTING THE NATIONAL ELECTRICAL CODE, 2020 EDITION AS MODIFIED; PROVIDING PENALTIES FOR VIOLATIONS; SETTING FEES; AND REPEALING THE ELECTRICAL CODE OF NATRONA COUNTY, WYOMING ADOPTED NOVEMBER 8, 2018 AND ANY OTHER PORTION OF A RESOLUTION IN CONFLICT WITH THIS RESOLUTION.

WHEREAS, pursuant to Wyoming Statutes §§ 18-5-201, et seq. and 35-9-101 through 35-9-121.1, the Natrona County Board of County Commissioners ("BOCC") has authority to enact regulations to promote the public health, safety, morals, and general welfare of the county; and

WHEREAS, the BOCC wants to enact regulations governing the installation, alteration, and repair of electrical systems and abatement of defective and Unsafe Electrical Wiring within the unincorporated area of Natrona County;

WHEREFORE, the BOCC resolves as follows:

Section 1. Short Title.

The short title for the code adopted by this Resolution is "2020 Electrical Code of Natrona County" and, herein, also may be referred to as "this Code".

Section 2. NFPA 70, National Electrical Code, 2020 Edition.

The BOCC adopts the NFPA 70, National Electrical Code, of the National Fire Protection Association; 2020 Edition (the "NEC") as modified herein. If a modification conflicts with another provision of the NEC, the modification controls.

Section 3. Modifications.

NEC is modified by adding, deleting, and/or otherwise amending the respective chapter, article, section and subsection as follows.

a. NEC Article 100 Definitions, Part I General is amended by adding the following definitions:

Electrical Wiring. Electrical wire, wiring apparatus, electrical equipment, appliances, fixtures, and/or utilization equipment on a building, property, or portable sign for electric light, heat, and/or power including, but not limited to, burglar alarms, electric bells, electric signal and communication systems, electrical utilization equipment of any kind, fire alarms, fixtures, heaters, lighting, and telegraph messenger call systems and other materials, equipment, and devices subject to the NEC; "Electrical Wiring" excludes portable appliances and utilization equipment capable of being readily moved by detaching the utilization equipment's flexible cord and attachment plug from its current source.

Electrical Work. Planning, laying out, installing, altering, repairing, and/or otherwise interfering with Electrical Wiring; "Electrical Work" excludes the *design* of wiring, apparatus, and equipment installation.

Unsafe Electrical Wiring. Electrical wiring which due to improper installation, inadequate maintenance, damage, obsolescence, and/or abandonment endangers the health, safety, and/or welfare of a person(s).

Service Mast. A raceway that serves as a point of attachment and support for overhead service conductors or a service drop.

b. NEC Chapter 1 General is amended by adding the following article:

ARTICLE 105 Administration

105.1. Electrical Work Permit. Prior to performing Electrical Work, except as otherwise provided in this Code, an Electrical Work Permit ("Permit") must be obtained from the Natrona County Development Department ("Department"). If Electrical Work is performed without obtaining a Permit, Owner of the property must pay twice the amount of the initial Permit fee to obtain a Permit.

(A) Permit Application. To apply for a Permit, the following must be submitted to Department: (1) a completed Permit application and (2) the Permit fee.

(B) Plans and Specifications. Plans and/or Specifications sufficient for the Electrical Work must be submitted. Professionally designed Plans must be by a Wyoming licensed electrical engineer.

(C) Permit Limitations.

(1) After a Permit is issued, if Electrical Work covered by the Permit has not commenced within 180 of the issue date, the Permit is void unless Inspector grants an extension. The Permit holder must request such an extension in writing submitted to Department within 30 days of the expiration of the initial Permit.

(2) After a Permit is issued, the permitted Electrical Work must not change unless Inspector approves a change in writing.

(D) Routine Maintenance. A Permit is not required for an Owner to perform routine maintenance to keep Electrical Wiring on her/his property in a condition such that Electrical Wiring may continue to be utilized at its original or designated capacity and efficiency.

(E) Permit Fees. Exhibit A of this Resolution provides the Permit Fee Schedule and Tables.

(1) A Permit fee includes: (a) the application fee; (b) ancillary fee(s); and (c) Electrical Work value based fee(s).

(2) Inspector determines Electrical Work value by: (a) using Electrical Work amount from a bid or contract for Electrical Work or (b) using their best judgement to estimate the value of the Electrical Work. Tools may include valuations per square foot of construction or valuations based on similar projects.

105.2. License Required. Each person performing Electrical Work must have a current license appropriate for Electrical Work he/she will perform unless otherwise exempt.

(A) Residential Property Owner Exemption. If a residential property is used solely as Owner's primary residence, Owner is not required to have a license to perform Electrical Work herself/himself on that property.

(1) Permit Required. Owner must still obtain a Permit prior to performing Electrical Work on her/his primary residential property and otherwise comply with this Code.

(2) Accessory Structure. An accessory structure on Owner's primary residential property is also exempt unless the accessory structure is (a) a public place, (b) a place of worship, (c) a place of business, and/or (d) rented or offered to rent to a third party.

(3) Non-Owner. Only Owner may perform Electrical Work on her/his primary residential property without a license; all others must have a current appropriate license to perform Electrical Work.

(B) Other Exemptions. An entity is not required to have any type of electrical license to perform Electrical Work itself on the following types of property owned by the entity: (a) Oilfield operation, railroad, petroleum refinery, mine, and appurtenant facility; (b) Gas, electric, and communication facility functioning as a public utility; and (c) Cable television, radio station, television station, and other media services.

(1) Not Included. Exemptions do not include: (a) Electrical Work for the entity's business office or a structure provided for rest and/or recreation or (b) A Contractor or subcontractor performing Electrical Work that would be exempt if performed by the entity itself.

(2) Permit Not Required. An entity is not required to obtain a Permit to perform exempted Electrical Work. However, an entity is required to otherwise comply with this Code.

105.3. Inspector. The Natrona County Electrical Inspector and her/his designee(s) ("Inspector") are authorized to interpret, administer, and enforce this Code.

(A) Qualifications. Inspector must be a competent electrician, have at least four years of experience as a wireman or Electrical Contractor, and obtain inspector certification from International Code Council or another competent authority. Inspector must not engage in Electrical Work nor have any financial interest in any entity that engages in Electrical Work in Natrona County.

(B) Appointment and Supervision. Department Building Official appoints and supervises Inspector.

(C) Authority.

(1) Inspector may establish procedures and propose policies and rules to assist administering and enforcing this Code.

(2) Inspector may inspect Electrical Work for compliance with applicable law, resolutions, and other codes; fire prevention; and prevention of injury to persons and property.

(3) Inspector may reasonably enter property (a) to inspect Electrical Wiring and Electrical Work, (b) to enforce this Code, and (c) when he/she has reasonable cause to believe that Unsafe Electrical Wiring is on the property.

(4) Inspector may issue Permits.

(5) Inspector may suspend or revoke a Permit if (a) the Permit was issued in error, (b) the Permit application contained incomplete and/or incorrect information, (c) Electrical Work is being performed in an unsafe manner, and/or (d) Electrical Work is creating Unsafe Electrical Wiring.

(6) If strict compliance with this Resolution is not feasible due to unique circumstances not caused by Electrical Contractor's own action, Inspector may allow Electrical Contractor to modify a portion of Electrical work as long as the modification comports with the public health, safety, morals, and general welfare requirements of this Resolution. If Inspector allows a modification, he/she must document the modification and reason(s) for the modification and retain the documentation in Department files.

(7) In case of emergency, to mitigate danger to life and/or property and/or to prevent interference with emergency operations, Inspector may direct the entity providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(8) Inspector may declare that a property has Unsafe Electrical Wiring and is a Public Nuisance. If after notice, the Unsafe Electrical Wiring is not promptly abated, Inspector may direct the entity providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(9) Inspector may declare that a property has defective Electrical Wiring. If after notice, the defective Electrical Wiring is not promptly abated, Inspector may direct the entity providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(D) Duties.

(1) Inspector must inspect Electrical Wiring in accordance with this Code.

(a) Within 48 hours of receiving a request to inspect Electrical Work, or as soon thereafter as is feasible, Inspector will inspect Electrical Work.

(b) Within 24 hours of identifying interference or as soon thereafter as is feasible, Inspector will notify the Permit holder if Electrical Wiring is in a position that will interfere with completion of a structure according to the building plans.

(c) After inspecting Electrical Work, Inspector will leave a notice in a prominent location on the property which clearly states whether Electrical Work passed or failed inspection.

(d) If Electrical Work fails inspection, within 24 hours of completing the inspection, or as soon thereafter as is feasible, Inspector will notify the Permit holder (and lessee or occupant when applicable) and identify Electrical Work that failed inspection and the reason why it failed.

(2) Within 24 hours of (a) Electrical Work covered by a Permit being complete and compliant with this Code and (b) related non-Electrical Work being complete and compliant with the applicable code(s), or as soon thereafter as is feasible, Inspector must issue a Certificate of Approval.

105.4. Entity Providing Electrical Current.

(A) Electrical current must not be provided unless Inspector has issued a Certificate of Approval for the Electrical Work.

(B) Electrical current must not be provided to a property if the electrical current to the property or any structure on the property was terminated until Inspector gives written notice that it is permissible to resume providing electrical current to the property.

(C) If directed by Inspector, an entity providing electrical current to a property must promptly stop providing electrical current to the property. Electrical current must not be provided to the property until Inspector gives notice that it is permissible to resume providing electrical current to the property.

(D) After being notified of a fire or other emergency, an entity providing electrical current must promptly manage its electrical current facilities to protect the public and property.

105.5. Inspection.

(A) A Permit holder must promptly request an inspection of Electrical Wiring covered in a Permit after Electrical Wiring is complete.

(B) Owner, lessee, or occupant may request an inspection of Electrical Wiring on her/his owned, leased, or occupied property.

105.6. Application of this Code.

(A) Electrical Wiring in a new structure must comply with this Code.

(B) Electrical Wiring in a structure being remodeled to change its use and/or occupancy must comply with this Code for the new use and/or occupancy.

(C) Electrical Wiring in a new or remodeled structure must not be concealed prior to Inspector approving Electrical Wiring.

(D) Electrical Wiring in an existing structure which is not defective or Unsafe Electrical Wiring and which was compliant with the electrical code in place at the time it was installed does not have to be changed to comply with this Code.

105.7. Calculating Time. Saturdays, Sundays, and official holidays are not included in calculating time periods.

105.8. Appeal. An entity with standing may appeal an order or decision by Inspector regarding Inspector's application and/or interpretation of this Code. Such entity ("Appellant") must submit to the Development Department a written appeal within ten days of the date of the order or decision Appellant is appealing. The appeal must include the Code section(s) at issue and the relief Appellant requests. An appeal is governed by Natrona County Resolution No. 84-03, Establishment of and Rules of Practice for the Natrona County Development Board of Appeals, as amended.

105.9. Public Nuisance. Unsafe Electrical Wiring is a public nuisance. If Inspector notifies Owner that there is Unsafe Electrical Wiring on Owner's property, such public nuisance must be abated by repairing, replacing, and/or removing the public nuisance. A Dangerous Building can be caused by Unsafe Electrical Wiring. Resolution 89-03 adopted the Uniform Code for the Abatement of Dangerous Buildings.

105.10. Violation. Any entity violating any provision of this Code is guilty of a misdemeanor. Each and every day or portion thereof during which a violation of any provision of this Code is committed, continued, or permitted constitutes a separate offense. Upon conviction, such entity may be punished by a fine of not more than \$750.00 for each offense and/or revocation of her/his license(s) defined in this Code.

c. **NEC Chapter 1 General is amended by adding the following article:**

ARTICLE 106 Maintenance

106.1. Maintenance. Electrical Wiring must be maintained and kept in safe operating condition.

a. **NEC Article 225 outside branch Circuits and Feeders, Section 225.32 Location** (of the disconnecting means) is amended by adding subsection 225.32(1):

(1) **Bathrooms.** Building or structure disconnecting means shall not be installed in bathrooms.

b. **NEC Article 230 Services, Section 230.28 Service Masts as Supports** is amended by adding to subsection (A) as follows:

(A) **Strength.** The service mast shall be of adequate strength or be supported by braces or guy wires to withstand safely the strain imposed by the service-drop or overhead service conductors. Service masts shall be Type RMC conduit or Type IMC conduit and shall be a minimum of 2" nominal diameter. Hubs intended for use with a conduit that serves as a service mast shall be identified for use with service entrance equipment.

c. **NEC Article 230 Services, Section 230.32 Protection Against Damage** is amended by adding the following subsection:

(A) A junction box shall be installed for all underground service conductors. The junction box shall be sized and constructed to power company specifications. It may be above ground or in the ground. In no case shall the box be smaller than 12 inches wide by 18 inches tall by 6 inches deep above ground or 13 inches by 24 inches by 18 inches deep when in the ground.

Exception: Where the power company wiring compartment of service equipment has 16" of height such that conductors will have sufficient slack space, a junction box shall not be required.

d. **NEC Article 230 Services, Section 230.43 Wiring Methods for 1000 Volts or Less** is amended by deleting the following:

- (1) Open wiring on insulators
- (6) Electrical nonmetallic tubing
- (7) Service-entrance cables
- (16) Liquidtight nonmetallic conduit

e. **NEC Article 230 Services, Section 230.43 Wiring Methods for 1000 Volts or Less** is amended by adding the following:

(11) Rigid polyvinyl chloride conduit (PVC) where installed underground

(19) Reinforced thermosetting resin conduit (RTRC) where installed underground

f. **NEC Article 408 Switchboards, Switchgear and Panelboards, Section 408.16 Switchboards and Switchgear in damp or wet locations** is amended by adding subsection 408.16(1) as follows:

(1) **Bathrooms.** Switchboards or switchgear shall not be installed in bathrooms.

g. **NEC Article 408 Switchboards, Switchgear and Panelboards, Section 408.37 Panelboards in damp or wet locations** is amended by adding subsection 408.37(1) as follows:

(1) **Bathrooms.** Panelboards shall not be installed in bathrooms.

Section 4. Repealer.

The Electrical Code of Natrona County, Wyoming adopted November 8, 2018 is repealed and any other resolution or portion of resolution in conflict with this Resolution is repealed to the extent of the conflict.

Section 5. Savings Clause.

If any portion of this Resolution is determined by a court with jurisdiction to be invalid or otherwise unenforceable, the remainder of this Resolution remains in effect.

Section 6. Effective Date.

This Resolution becomes effective on and continues from the date it is filed with the County Clerk.

APPROVED

DATE: _____

Rob Hendry, Chair
Board of County Commissioners

Attest: _____
Tracy Good, County Clerk



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

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"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Chairman Hendry and Commissioners
From: Jason Gutierrez, PE Building Official & Development Director 
Date: September 12, 2020
RE: Adoption of 2020 Building Department Fee Schedule

Recommendation:

Adopt the attached 2020 fee schedule for all permits, effective January 1, 2021.

Authority:

Through state statute, Natrona County is provided authority to adopt building related codes. It is through these code adoptions that Natrona County residents receive a lowered property insurance rating through ISO.

History:

The Building Department had been operating under the 2005-2006 fee schedule. This schedule assigns a permit fee for the value of work. Due to inflation and rising costs, the department is no longer self-funded. A portion of the costs to operate the department, and inspect construction is being funded by sources other than building permit fees.

To correct this deficit, staff recommends increasing the building department fee schedule. The Building Department began the review and adoption process in late 2019 and early 2020. This process involved the Natrona County Development Board of Appeals (Appeals Board), Staff and Public. During this process two work sessions, and two public meeting occurred along with advertisements and emails to all contractors with email addresses. During the September 6th meeting two proposals were forwarded to the Appeals Board for consideration, at 30% increase and 45% increase.

Both of the proposed fee schedules are much simpler than the current fee schedule the length has been reduced from 15 pages to 2. Also included was a homeowner "Super Permit" which allows property a simplified one stop approach to permitting a new home if they wish.

During the Appeals Board meeting of September 6, 2020 a recommendation to recommend approval of 2020 fee with a 30% increase was made to be forwarded to the BOCC. Also, added was a condition that the fee schedule be reviewed on a yearly basis for adjustment if necessary. Staff would recommend the fee schedule is reviewed at time of adoption of new codes, which is typically every three years.

RESOLUTION NO.

A RESOLUTION ADOPTING BUILDING CODE FEES AND REPEALING PORTIONS OF RESOLUTIONS IN CONFLICT WITH THIS RESOLUTION.

WHEREAS, pursuant to Wyoming Statutes §§ 18-5-201, et seq. and 35-9-101 through 35-9-121.1, the Natrona County Board of County Commissioners ("BOCC") has authority to enact regulations to promote the public health, safety, morals, and general welfare of the county; and

WHEREAS, the BOCC has adopted various building code resolutions; and

WHEREAS, each of those resolutions has the same or nearly the same fee provision; and

WHEREAS, it will be more efficient, consistent, and easier to amend in the future to have one resolution concerning fees that applies to all building codes;

WHEREFORE, the BOCC resolves as follows:

Section 1. Title.

The title for this Resolution is "Natrona County Building Code Fees" and, herein, may be referred to as "this Resolution".

Section 2. Fee Schedule.

The attached Fee Schedule applies to all Natrona County building codes and includes: the *Building Code of Natrona County*, *Existing Building Code of Natrona County*, *Fuel Gas Code of Natrona County*, *Mechanical Code of Natrona County*, *Plumbing Code of Natrona County*, *Residential Code of Natrona County*, *2020 Electrical Code of Natrona County*, and *2017 Electrical Safety Code of Natrona County*.

Section 3. Repealer.

Any portion of a resolution in conflict with this Resolution is repealed to the extent of the conflict only.

Section 4. Savings Clause.

If any portion of this Resolution is determined by a court with jurisdiction to be invalid or otherwise unenforceable, the remainder of this Resolution remains in effect.

Section 5. Effective Date.

This Resolution becomes effective on and continues from January 1, 2021.

APPROVED: _____, 2020

NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert Hendry, Chair

ATTEST: _____
Tracy Good, Natrona County Clerk

Approved as to form

Charmaine Reed
Deputy Natrona County Attorney

Exhibit A

Permit Fees 2020

Fees

Market Value of work		Fee
\$0	\$2,500	\$70
\$2,500	\$5,000	\$100
\$5,001	\$7,500	\$170
\$7,501	\$12,500	\$233
\$12,501	\$17,500	\$294
\$17,501	\$22,500	\$356
\$22,501	\$27,500	\$407
\$27,501	\$32,500	\$454
\$32,501	\$37,500	\$498
\$37,501	\$42,500	\$543
\$42,501	\$47,500	\$589
\$47,501	\$52,500	\$627
\$52,501	\$57,500	\$658
\$57,501	\$62,500	\$689
\$62,501	\$67,500	\$719
\$67,501	\$72,500	\$750
\$72,501	\$77,500	\$781
\$77,501	\$82,500	\$811
\$82,501	\$87,500	\$842
\$87,501	\$92,500	\$874
\$92,501	\$98,000	\$905

Current	City
\$83	\$104
\$112	\$130
\$131	\$162
\$179	\$220
\$226	\$274
\$274	\$330
\$313.00	\$599
\$349.00	\$672
\$383.00	\$740
\$418.00	\$807
\$453.00	\$873
\$482.00	\$934
\$506.00	\$980
\$530.00	\$1,027
\$528.00	\$1,070
\$577.00	\$1,117
\$601.00	\$1,162
\$624.00	\$1,208
\$648.00	\$1,254
\$672.00	\$1,301
\$696.00	\$1,357

For valuations exceeding \$98,000 the fee shall be \$905 plus an additional \$9.24 for each additional 1,000 or fraction thereof.

Other fees:

Work done without an approved permit are subject to a tripled original fee. Emergencies as defined in codes are exempt.

After the second re-inspection, an inspection fee of \$55 per hour including travel may be imposed.

Inspection hourly rate is \$55 per hour during normal business hours, outside normal hours is \$110 per hour.

Demolition permits: Residential \$75, Commercial \$150

Compliance inspections: Residential \$150, Commercial \$300

Performance based reviews will be billed out at \$55 per hour

Carnival, Circuses, and Fairs:

- Concession stands, Games, Booths, \$75 each. Maximum per operator \$500

Specialty equipment which no fee is assigned herein, the inspections will be done at hourly rate above

Homeowner Super Permit:

Property owners building their primary residence may apply for a Super Permit. This permit would cover all permit costs associated with the project, provided the homeowner is acting as general contractor, and the structure is 3,000 square feet or less. This permit would include the following typical Single-family permits: Building (home), building for decks, all Electrical (provided no solar, wind, or other power generation), all plumbing, all HVAC, all gas, and any other needed permits. If homeowner is not completing all the work, homeowner must provide names of contractors completing work. The Super Permit will be \$1.40 a square foot of structure.



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Chairman Hendry and Commissioners
From: Jason Gutierrez, PE Building Official & Development Director 
Date: September 12, 2020
RE: Adoption of 2017 National Electrical Safety Code

Recommendation:

Adopt the attached Resolution, which adopts the 2020 National Electric Safety Code with amendments effective January 1, 2020.

Authority:

Through state statute, Natrona County is provided authority to adopt building related codes. It is through these code adoptions that Natrona County residents receive a lowered property insurance rating through ISO.

History:

This code would allow Natrona County to permit and inspect electrical installations not covered by the National Electrical Code. This would include installations of privately owned distribution systems (before the meter). This would not include the regulation of utility owned infrastructure. We are seeing increased installations where this code is a valuable safety tool. One such increase is the utility scale solar installations. Portions of this work would be covered in this code.

The Building Department began the review and adoption process in late 2019 and early 2020. This process involved the Natrona County Development Board of Appeals (Appeals Board), Staff and Public. During this process two work sessions, and two public meeting occurred along with advertisements and emails to all contractors with email addresses.

During the Appeals Board meeting of September 6, 2020 a recommendation to recommend denial of 2017 National Electrical Safety Code with amendments was made to be forwarded to the BOCC.

During the meeting staff asked about concerns. One board member said they do a lot of work that is covered in this code and did not wish to be regulated by Natrona County. Another board member said none of the electrical contractors they spoke to were in favor of oversight.

Staff is also sensitive to increased regulation. Staff is faced with more and more instances where work is being done outside the authority of the National Electrical Code and without this code we have no direction or authority to regulate.

Staff would recommend approval of the 2017 National Electrical Safety Code with amendments. This would provide direction and insurance of safe electrical installations within Natrona County.

RESOLUTION NO.

**A RESOLUTION ADOPTING THE NATIONAL ELECTRICAL SAFETY CODE, 2017 EDITION
AS MODIFIED.**

WHEREAS, pursuant to Wyoming Statutes §§ 18-5-201, et seq. and 35-9-101 through 35-9-121.1, the Natrona County Board of County Commissioners ("BOCC") has authority to enact regulations to promote the public health, safety, morals, and general welfare of the county; and

WHEREAS, the BOCC wants to enact regulations for the practical safeguarding of persons and utility facilities during the installation, operation, and maintenance of electric supply and communication facilities within Natrona County; and

WHEREAS, the National Electrical Safety Code, 2017 edition (the "NESC") covers basic provisions for safeguarding of persons from hazards arising from the installation, operation, or maintenance of (1) conductors and equipment in electric supply stations and (2) overhead and underground electric supply and communication lines; and

WHEREAS, the NESC includes work rules for the construction, maintenance, and operation of electric supply and communication lines and equipment; and

WHEREAS, the NESC applies to the systems and equipment operated by utilities or similar systems and equipment of industrial establishment or complex under the control of qualified persons; and

WHEREFORE, the BOCC resolves as follows:

Section 1. Title.

The title for the code adopted by this Resolution is "2020 Electrical Safety Code of Natrona County" and, herein, also may be referred to as "this Code".

Section 2. National Electrical Safety Code, 2017 Edition.

The BOCC adopts the National Electrical Safety Code, 2017 edition produced by the Institute of Electrical and Electronic Engineers, Inc. as modified herein. If a modification conflicts with a provision of the NESC, the modification controls.

Section 3. Modifications.

NESC is modified by adding, deleting, and/or otherwise amending the respective chapter, article, section, or subsection as follows.

- a. **NESC Section 2: Definitions of Special Terms** is amended by adding the following definitions:

Electric Work. Installation, operation, and maintenance of electric supply equipment, electric supply stations, and lines.

Unsafe Electric Supply Equipment. Electric Supply Equipment which due to improper installation, inadequate maintenance, damage, obsolescence, and/or abandonment endangers the health, safety, and/or welfare of a person(s).

Unsafe Electric Supply Station. Electric Supply Station which due to improper construction, inadequate maintenance, damage, obsolescence, and/or abandonment endangers the health, safety, and/or welfare of a person(s).

Unsafe Line. Line which due to improper installation, inadequate maintenance, damage, obsolescence, and/or abandonment endangers the health, safety, and/or welfare of a person(s).

- b. **NESC Section 4: Administration, is created by adding the following Rules:**

Rule 041. Administration

041.1. Electrical Work Permit. Prior to performing Electrical Work, except as otherwise provided in this Code, an Electrical Work Permit ("Permit") must be obtained from the Natrona County Development Department ("Department"). If Electrical Work is performed without obtaining a Permit, Owner of the property must pay twice the amount of the initial Permit fee to obtain a Permit.

(A) Permit Application. To apply for a Permit, the following must be submitted to Department: (1) a completed Permit application and (2) the Permit fee.

(B) Plans and Specifications. Plans and/or Specifications sufficient for the Electrical Work must be submitted. Professionally designed Plans must be by a Wyoming licensed electrical engineer.

(C) Permit Limitations.

(1) After a Permit is issued, if Electrical Work covered by the Permit has not commenced within 180 of the issue date, the Permit is void unless Inspector grants an extension. The Permit holder

must request such an extension in writing submitted to Department within 30 days of the expiration of the initial Permit.

(2) After a Permit is issued, the permitted Electrical Work must not change unless Inspector approves a change in writing.

(D) Routine Maintenance. A Permit is not required for an Owner to perform routine maintenance to keep Electrical Wiring on her/his property in a condition such that Electrical Wiring may continue to be utilized at its original or designated capacity and efficiency.

(E) Permit Fees. Exhibit A of this Resolution provides the Permit Fee Schedule and Tables.

(1) A Permit fee includes: (a) the application fee; (b) ancillary fee(s); and (c) Electrical Work value based fee(s).

(2) Inspector determines Electrical Work value by: (a) using Electrical Work amount from a bid or contract for Electrical Work or (b) using their best judgement to estimate the value of the Electrical Work. Tools may include valuations per square foot of construction or valuations based on task assessments.

041.2. License Required. Each person performing Electrical Work must have a current license appropriate for Electrical Work he/she will perform unless otherwise exempt.

(A) Exemptions. An entity is not required to have any type of electrical license to perform Electrical Work itself on the following types of property owned by the entity: (a) Oilfield operation, railroad, petroleum refinery, mine, and appurtenant facility; (b) Gas, electric, and communication facility functioning as a public utility; and (c) Cable television, radio station, television station, and other media services.

(1) Not Included. Exemptions do not include: (a) Electrical Work for the entity's business office or a structure provided for rest and/or recreation or (b) A Contractor or subcontractor performing Electrical Work that would be exempt if performed by the entity itself.

(2) Permit Not Required. An entity is not required to obtain a Permit to perform exempted Electrical Work. However, an entity is required to otherwise comply with this Code.

041.3. Inspector. The Natrona County Electrical Inspector and her/his designee(s) ("Inspector") are authorized to interpret, administer, and enforce this Code.

(A) Qualifications. Inspector must be a competent electrician, have at least four years of experience as a wireman or Electrical Contractor, and obtain inspector certification from International Code Council or another competent authority. Inspector must not engage in Electrical Work nor have any financial interest in any entity that engages in Electrical Work in Natrona County.

(B) Appointment and Supervision. Department Building Official appoints and supervises Inspector.

(C) Authority.

(1) Inspector may establish procedures and propose policies and rules to assist administering and enforcing this Code.

(2) Inspector may inspect Electrical Work for compliance with applicable law, resolutions, and other codes; fire prevention; and prevention of injury to persons and property.

(3) Inspector may reasonably enter property (a) to inspect Electrical Wiring and Electrical Work, (b) to enforce this Code, and (c) when he/she has reasonable cause to believe that Unsafe Electrical Wiring is on the property.

(4) Inspector may issue Permits.

(5) Inspector may suspend or revoke a Permit if (a) the Permit was issued in error, (b) the Permit application contained incomplete and/or incorrect information, (c) Electrical Work is being performed in an unsafe manner, and/or (d) Electrical Work is creating Unsafe Electrical Wiring.

(6) If strict compliance with this Resolution is not feasible due to unique circumstances not caused by Electrical Contractor's own action, Inspector may allow Electrical Contractor to modify a portion of Electrical work as long as the modification comports with the public health, safety, morals, and general welfare requirements of this Resolution. If Inspector allows a modification, he/she must document the modification and reason(s) for the modification and retain the documentation in Department files.

(7) In case of emergency, to mitigate danger to life and/or property and/or to prevent interference with emergency operations, Inspector may direct the entity providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(8) Inspector may declare that a property has Unsafe Electrical Wiring and is a Public Nuisance. If after notice, the Unsafe Electrical Wiring is not promptly abated, Inspector may direct the entity

providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(9) Inspector may declare that a property has defective Electrical Wiring. If after notice, the defective Electrical Wiring is not promptly abated, Inspector may direct the entity providing electrical current to stop providing electrical current to the property, and the entity must promptly comply.

(D) Duties.

(1) Inspector must inspect Electrical Wiring in accordance with this Code.

(a) Within 48 hours of receiving a request to inspect Electrical Work, or as soon thereafter as is feasible, Inspector will inspect Electrical Work.

(b) Within 24 hours of identifying interference or as soon thereafter as is feasible, Inspector will notify the Permit holder if Electrical Wiring is in a position that will interfere with completion of a structure according to the building plans.

(c) After inspecting Electrical Work, Inspector will leave a notice in a prominent location on the property which clearly states whether Electrical Work passed or failed inspection.

(d) If Electrical Work fails inspection, within 24 hours of completing the inspection, or as soon thereafter as is feasible, Inspector will notify the Permit holder (and lessee or occupant when applicable) and identify Electrical Work that failed inspection and the reason why it failed.

(2) Within 24 hours of (a) Electrical Work covered by a Permit being complete and compliant with this Code and (b) related non-Electrical Work being complete and compliant with the applicable code(s), or as soon thereafter as is feasible, Inspector must issue a Certificate of Approval.

041.4. Entity Providing Electrical Current.

(A) Electrical current must not be provided unless Inspector has issued a Certificate of Approval for the Electrical Work.

(B) Electrical current must not be provided to a property if the electrical current to the property or any structure on the property was terminated until Inspector gives written notice that it is permissible to resume providing electrical current to the property.

(C) If directed by Inspector, an entity providing electrical current to a property must promptly stop providing electrical current to the property. Electrical current must not be provided to the property until Inspector gives notice that it is permissible to resume providing electrical current to the property.

(D) After being notified of a fire or other emergency, an entity providing electrical current must promptly manage its electrical current facilities to protect the public and property.

041.5. Inspection.

(A) A Permit holder must promptly request an inspection of Electrical Wiring covered in a Permit after Electrical Wiring is complete.

(B) Owner, lessee, or occupant may request an inspection of Electrical Wiring on her/his owned, leased, or occupied property.

041.6. Application of this Code.

(A) Electrical Wiring in a new installation must comply with this Code.

(B) Electrical Wiring in an installation being remodeled to change its use and/or occupancy must comply with this Code for the new use and/or occupancy.

(C) Electrical Wiring in a new or remodeled installation must not be concealed prior to Inspector approving Electrical Wiring.

(D) Electrical Wiring in an existing installation which is not defective or Unsafe Electrical Wiring and which was compliant with the electrical code in place at the time it was installed does not have to be changed to comply with this Code.

041.7. Calculating Time. Saturdays, Sundays, and official holidays are not included in calculating time periods.

041.8. Appeal. An entity with standing may appeal an order or decision by Inspector regarding Inspector's application and/or interpretation of this Code. Such entity ("Appellant") must submit to the Development Department a written appeal within ten days of the date of the order or decision Appellant is appealing. The appeal must include the Code section(s) at issue and the relief Appellant requests. An appeal is governed by Natrona County Resolution No. 84-03, Establishment of and Rules of Practice for the Natrona County Development Board of Appeals, as amended.

041.9. Public Nuisance. Unsafe Electrical Wiring is a public nuisance. If Inspector notifies Owner that there is Unsafe Electrical Wiring on Owner's property, such public nuisance must be abated by repairing,

replacing, and/or removing the public nuisance. A Dangerous Building can be caused by Unsafe Electrical Wiring. Resolution 89-03 adopted the Uniform Code for the Abatement of Dangerous Buildings.

041.10. Violation. Any entity violating any provision of this Code is guilty of a misdemeanor. Each and every day or portion thereof during which a violation of any provision of this Code is committed, continued, or permitted constitutes a separate offense. Upon conviction, such entity may be punished by a fine of not more than \$750.00 for each offense and/or revocation of her/his license(s) defined in this Code.

Section 5.

Any portion of a resolution in conflict with this Resolution is repealed to the extent of the conflict.

Section 6. Savings Clause.

If any portion of this Resolution is determined by a court with jurisdiction to be invalid or otherwise unenforceable, the remainder of this Resolution remains in effect.

Section 7. Effective Date.

This Resolution becomes effective on and continues from January 1, 2021.

APPROVED: _____, 2020

**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Robert Hendry, Chair

ATTEST: _____
Tracy Good, Natrona County Clerk

Approved as to form

Charmaine Reed