



# **NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA**

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

Tuesday, June 16, 2020 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
Large Courtroom, 2<sup>nd</sup> Floor

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**

\*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, June 16, 2020 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
Large Courtroom, 2<sup>nd</sup> Floor

- I. APPROVAL OF JUNE 2, 2020 MEETING MINUTES**
- II. APPROVAL OF BILLS \$2,965,547.82**
- III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**
  - A. Resolution 21-20 Establishing Change in Precinct Boundaries
  - C. MOU for FEMA Reimbursement Due to COVID
  - D. Bridle Trail Improvements & Recommendation - 383 Construction
- IV. STATEMENT OF EARNINGS:** Development \$15,514.90; County Clerk \$101,230.50; Lake \$18,449.00; R&B \$121.30; Parks \$2,017.46
- V. BOARD APPOINTMENTS**
  - A. Bill Knight-Appointment to the Memorial Hospital Board of Trustees (MHBOT) (term ending 12-31-2023)
  - B. Catherine Carr-Appointment to the NC Public Library Board of Trustees (NCPLBOT) (term ending 12-31-2023)
  - C. Tiffany Gamble-Reappointment to the NC Travel & Tourism Council (NCTTC) (term ending 6-30-2023)
- VI. TAXROLL CORRECTION 2019:** CHRISTENSEN BARNHART & CO LLC \$-303.30  
**TAXROLL CORRECTION 2018:** CHRISTENSEN BARNHART & CO LLC \$-376.63  
**TAXROLL CORRECTION 2017:** CHRISTENSEN BARNHART & CO LLC \$-307.89  
**TAXROLL CORRECTION 2016:** CHRISTENSEN BARNHART & CO LLC \$-307.89  
**TAXROLL CORRECTION 2015:** CHRISTENSEN BARNHART & CO LLC \$-307.89; ENCORE ENERGY PARTNERS OPER LLC \$-121,69.43  
**TAXROLL CORRECTION 2014:** CHRISTENSEN BARNHART & CO LLC \$-307.89  
**TAXROLL CORRECTION 2013:** CHRISTENSEN BARNHART & CO LLC \$-307.89

\*Agendas are subject to amendments\*

**BOARD OF COUNTY COMMISSIONERS**  
**MINUTES OF PROCEEDINGS**  
**June 2, 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, County Attorney and Commissioners' Assistant Michelle Maines.

**Consent Agenda:**

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Kaufman seconded the motion. Motion carried.

**Public Hearing:**

CUP20-2 & VC20-1

Jason Gutierrez, Development Director reported this is a Conditional Use Permit (CUP) to allow a 240-MW Utility Scale Solar Energy System on a portion of 2,150 acres of land, north of Casper and west of Bar Nun. This request also includes VC20-1 a Variance by Dinosolar, LLC to reduce the eastern setback from 1.25 miles to .63 miles from a residential zoning district.

Speaking in favor: John Masterson, Legal Representative for Dinosolar (Casper), Christine Mikell, representing Enyo Renewable Energy (Utah), Shane Porter, WLC (Casper), Chester France, Steve Barrett, Spencer Martin, Evelyn, Ron

Speaking in opposition: Will Reece, WPDN Legal Representative for Russell Woods, Russell Wood, Glenn Januska, representing the NCIABOT (Casper), Shellie Burnett (Casper), Becky Walsh (Casper), Sean O'Brien (Casper), Tom Van Kleef (Casper)

Commissioner Chadwick moved for approval of the Conditional Use Permit 20-2 to include the staff finding of facts and the Planning & Zoning Commission's recommendations; with the addition of a review of the Westwinds Right of Way to ensure project goes through the project area adequately and avoids the wetlands. Commissioner Bertoglio seconded the motion. Motion carried

Commissioner Bertoglio moved for approval of the Variance Change 20-1 with a setback of 500 feet from a residential Zoning District. Commissioner seconded the motion. Motion carried.

**Public Comments:**

Chairman Hendry opened the floor to Public Comments.

Sean O'Brien (Casper)

Hearing 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 8:37p.m.

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

\_\_\_\_\_  
Tracy Good

Newspaper listing for Bills 5/27/2020 through 6/9/2020

140 vendors listed

Total: \$ 2,965,547.82

4IMPRINT INC \$361.02	INFORM DIAGNOSTICS INC \$580.00
71 CONSTRUCTION \$191.40	INFORMATION TECHNOLOGY \$39848.33
ABLE EQUIPT CO \$52772.00	JIVIDEN, KEN \$121.92
ACE HARDWARE \$89.71	KIESTER, JILL \$26.25
AFLAC PREMIUM HOLDING \$3197.26	LIFETIME HEALTH & FITNESS \$909.26
AGRICULTURE DEPARTMENT \$8130.65	LINCARE INC \$88.95
AIRGAS USA \$613.00	MERCER FAMILY RESOURCE CENTER \$20804.81
ALCOHOL & DRUG TESTING \$2558.40	MISSION COMMUNICATIONS \$1182.33
ALSCO \$384.99	MOTOROLA SOLUTIONS INC \$12611.68
AMAZON CAPITAL SVCS \$562.74	MTN STATES LITHOGRAPHING \$206.54
AMBI MAIL & MARKETING \$16291.94	MULLEN, ROBERT L \$75.00
ANIXTER \$349.64	NADA USED CAR GUIDE, A DIV OF JD POWER \$4390.00
ARROWHEAD HEATING \$167.00	NATIONAL TEST SYS \$1426.50
ASSESSOR \$48096.69	NC EMPLOYEE \$336294.30
ATLAS OFFICE PROD \$1251.27	NC TREASURER \$339936.68
AXIS FORENSIC TOXICOLOGY \$478.00	NC WEED & PEST \$25.00
B & B RUBBER STAMP SHOP \$34.16	NORCO SEATTLE \$4342.98
BENNETT, THOMAS L MD \$9000.00	ON THE HOOK \$2100.00
BLOEDORN LUMBER \$77.45	ORCHARD TRUST \$9869.44
BROWN LAW OFFICE P.C. \$5650.80	OUTPATIENT RADIOLOGY \$744.75
CA STATE DISBURSEMENT \$378.00	OVERHEAD DOOR CO \$180.00
CAPITAL BUSINESS SYS \$578.29	PEDEN'S INC \$72.00
CASPER- NC HEALTH DEPARTMENT \$58688.17	PRECISION DYNAMICS CORPORATION \$1039.97
CASTEEL II, ROBERT S \$5616.80	PROJECT LIFESAVER INTERNATIONAL \$1028.83
CENTRAL FAIR AND RODEO \$66480.49	PRONGHORN & WELDING FABRICATIONS \$5800.00
CENTURYLINK \$8990.36	PSI DIGITAL IMAGING SOLUTIONS \$8425.00
CHILD SUPPORT ENFORCEMENT \$53958.05	RICOH USA INC \$896.52
CIRCUIT COURT OF THE SEVENTH \$1447.63	RMI \$5740.40
CITY OF CASPER \$46.00	RMP \$1228.41
CIVICPLUS \$13798.81	ROAD & BRIDGE - LAKE \$26416.65
CLERK OF COURT/ADMINISTRATION \$43871.53	ROAD & BRIDGE/ADMINISTRATION \$70254.85
CLERK OF DISTRICT COURT \$7876.54	ROAD & BRIDGE/PARKS DEPT \$10323.10
CLERK/ADMINISTRATION \$61747.41	ROAD & BRIDGE/VEHICLE SVC \$16236.25
COCA-COLA BOTTLING CO \$188.75	SHAMROCK FOODS CO \$15611.87
COLETEN WRAY-ROSS \$100.00	SHERIFF/ADMINISTRATION \$287854.13
COLONIAL LIFE & ACCIDENT INS \$73.47	SHERIFF/COURTHOUSE SECURITY \$60739.00
COMMISSION/ADMINISTRATION \$10416.65	SHERIFF/EMERGENCY MANAGEMENT \$10610.00
COMMISSION/COUNTY ATTORNEY \$24331.93	SHERIFF/NEW JAIL \$444736.06
COMMISSION/COUNTY DEVELOPMENT \$36166.86	SILVA CEMENT WORKS \$2516.00
COMMISSIONER/ HR \$7083.34	SOURCE OFFICE & TECHNOLOGY \$740.67
COMMISSIONERS/MAINT. SALARIES \$26376.56	SPECIALIZED PATHOLOGY CONSULTANTS PC \$1475.00
COMMUNICATION TECHNOLOGIES INC \$7028.40	SPECTRUM \$1235.97
CONCORDANCE HEALTHCARE SOLUTIONS \$476.09	STERLING TALENT \$124.86
CONVERGEONE INC \$1357.80	STRYKER SALES CORPORATION \$16399.26
CORNERSTONE PROGRAMS CORP \$146861.00	SUTHERLANDS \$496.43
CORONER \$18093.42	TLC CLEANING \$800.00
COTTON, TIMOTHY C PC \$7470.96	TREASURER \$50031.45
COWBOY CHEMICAL \$676.95	UNITED STATES POSTAL SVC \$364.00
CRUM ELECTRIC SUPPLY CO \$67.68	UNITED WAY OF NC \$80.00
CST \$1928.40	US FOODS \$2251.44
DENNIS SUPPLY CO \$106.62	VERIZON \$1914.29
DEWITT WATER SYS \$385.00	VITAL RECORDS CONTROL (VRC) \$74.30
DISTAD, ERIC A \$3000.00	VOLIN, ANNE \$39.74
DRIVEN POWER SPORTS INC \$44.99	WARRIOR KIT SAFETY & SURVIVAL GEAR \$4507.70
DRUG COURT \$19122.03	WASHINGTON NATIONAL INS \$2133.30
DRUG TESTING SVCS NC \$126.00	WEAR PARTS INC \$11.80
E & F TOWING TRANS & RECOVERY \$9996.00	WESTERN SIGN & DESIGN \$810.00
EAGLE UNIFORM & SUPPLY CO \$1035.03	WESTERN WY LOCK & SAFE \$101.90
EMERGENCY MEDICAL PHYSICIANS \$919.00	WILLOUGHBY, PHILLIP T. \$8250.00
EXTENDATA \$596.42	WIMACTEL INC \$154.00
FEDERAL EXPRESS \$36.57	WOOD, CINDI ATTNY AT LAW \$5665.60
FERGUSON ENT #109 \$932.08	WSFP WESTERN STATES FIRE PROT. DBA \$2155.00
FIRST INTERSTATE BANK \$200.98	WY BEVERAGE INC \$270.00
FREMONT MOTOR CASPER INC \$32817.00	WY CHILD SUPPORT STATE DISBURSEMENT UNIT \$685.00
FUGRO USA LAND \$9672.62	WY DEPT. OF WORKFORCE SVC \$17154.03
GALLS \$303.12	WY MACHINERY CO \$14744.41

GRAINGER \$754.12  
HARDEN, CHAD E \$5565.00  
HEALTHSMART BENEFIT SOL \$960.00  
ICMA RETIREMENT TRUST - 457 \$155.00

WY OFFICE PROD \$383.70  
WY ORAL & MAXIOFACIAL SURGERY \$4465.00  
WY RETIREMENT SYS \$233558.17  
WY STEEL RECYCLING IRON & \$15.00

## RESOLUTION 21-20

### RESOLUTION ESTABLISHING CHANGE IN PRECINCT BOUNDARIES

**WHEREAS**, W.S. §22-7-102 sets out the procedure for the Board of County Commissioners of Natrona County, Wyoming to make changes to precinct boundaries within the county; and

**WHEREAS**, it is necessary to amend boundary lines to move the E1/2, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition, Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition, and Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition as included in the Casper Municipal Ordinance 34-19, from District/Precinct 9-1.6 to District/Precinct 1-9.3, and

**WHEREAS**, it is necessary to amend boundary lines to move the Green Valley Mobile Home Park, comprising 14 acres, more or less, as included in Casper Municipal Ordinance 26-19 from District/Precinct 2-8.4 to District/Precinct 2-8, and

**WHEREAS**, it is necessary to amend boundary lines to move portions of Sections 1, 2, 3, 10, 11, and 12, Township 33 North, Range 80 West, and portions of Sections 6 and 7, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, as described in Mills Town Ordinance 741, from District/Precinct 8-2 to District/Precinct 8-1, District/Precinct 8-4 to District/Precinct 8-1.2, and District/Precinct 2-8.4 to District/Precinct 8-1.3, and

**WHEREAS**, these proposed changes were published for two consecutive weeks prior to finalization by the Board of County Commissioners at its regular June 2, 2020, and certified mailings were sent to the county chairperson of each political party; and

**WHEREAS**, the proposed changes meet the criteria of W.S. §22-7-103 that changes to precinct boundaries coincide with changes to the boundaries of the municipalities or wards therein, and meet the interest and convenience of the greatest number of electors, and have been recommended by Tracy Good, Natrona County Clerk.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board of County Commissioners of Natrona County Wyoming, established the election districts as shown by the attached Polling Places, Natrona County, Wyoming” for this election year.

DATED this 16th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

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Robert L. Hendry, Chairman

ATTEST:

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Tracy Good, County Clerk

Approved as to form:

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Eric K. Nelson

## MEMORANDUM OF UNDERSTANDING FOR FEMA REIMBURSEMENT DUE TO COVID

1. **PARTIES**. The parties to this Memorandum of Understanding ("MOU") are Natrona County ("Natrona County") and the Casper Natrona County Health Department ("CNCHD"), collectively referred to as "Agencies". The parties' respective contact information is:

Casper Natrona County Health Dept.  
475 S Spruce  
Casper, WY 82601

Natrona County  
Natrona County Emergency Management  
200 North Center St.  
Casper, WY 82601

2. **PURPOSE OF MOU**. The purpose of this MOU is to provide one point of contact for the submission of a grant for the FEMA Public Assistance COVID-19 grant for the Agencies. Natrona County shall be the primary point of contact with FEMA.

3. **NATRONA COUNTY'S OBLIGATIONS.**

- A. Natrona County shall collect all requests and information necessary for reimbursement through the FEMA Covid-19 grant from the Agencies.
- B. Natrona County shall proceed to apply for one disbursement from FEMA on behalf of the Agencies.
- C. In the event that any specific cost is denied reimbursement by FEMA, Natrona County shall apprise the Agency of the rejection.
- D. Upon receipt of funds from FEMA, Natrona County shall account for said funds and disburse them to the Agencies as appropriate.

4. **Agencies' Obligations.**

- A. Each Agency shall supply such information as reasonably requested by Natrona County in order to submit requests for reimbursement to FEMA.
- B. Each Agency making a claim for funds shall submit such paperwork necessary for FEMA to determine eligibility.

5. **Effective Date and Term of MOU.** This MOU becomes effective upon the date of the last required signature. This MOU remains in effect for thirty-six (36) months or until all eligible funds have been disbursed by FEMA or until terminated by an Agency as indicated herein.

6. **Standard Provisions.**

- A. **Governmental Immunity.** No party waives and all parties specifically retain 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 immunity and all other defenses.
- B. **Amendment.** Any change to this MOU must be in writing signed and dated by all parties.

- C. **Applicable Law and Venue.** The laws of the State of Wyoming govern the interpretation and enforcement of this MOU. The courts in the State of Wyoming have jurisdiction over this MOU and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this MOU.
- D. **Assignment and Collateral.** The parties will not assign, transfer any right, or delegate any responsibility of this MOU nor use this MOU as collateral without prior written consent of the other party.
- E. **Audit.** If one party authorizes an audit that includes this MOU, the other party will cooperate with the auditor and provide its records related to this MOU to the auditor as requested.
- F. **Conflict of Interest.** The parties will not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest related to this MOU.
- G. **Entire MOU.** This three page document contains the entire agreement between the parties regarding the subject of this MOU and supersede all prior written and oral communications.
- H. **Force Majeure.** A party will not be liable for failure to perform in accordance with this MOU if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- I. **Headings.** Headings in this MOU are for reference only and are not to be used to construe any part of this MOU.
- J. **Indemnification.** Each party is responsible for liability arising from its own conduct and associated legal fees, costs, and damages. No party indemnifies the other.
- Q. **Independent Entity.** Each party is an independent entity and solely responsible for its own actions, debts, and other liabilities. Neither party will incur any debt or other liability on behalf of the other party. Each party will determine the means and manner of its performance under this MOU.
- K. **Notice.** A party will give notice to the other party by certified mail sent to the respective address given in this MOU or by an email acknowledged by a director, supervisor, or official of the non-sending party.
- L. **Signature.** Each person signing below is authorized to sign this MOU on behalf of her/his entity.
- M. **Termination.**
- i. **Notice.** Any party may withdraw from this MOU upon 30 days' notice to Natrona County and other Agencies. Upon a request by a majority of participating Agencies to terminate this agreement, the Agreement shall terminate immediately and all monies shall be returned to the depositing Agency.

- N. **Third Party Beneficiary.** The parties do not intend this MOU to create any third party beneficiary.
- O. **Time.** Time is of the essence in performance of this MOU.
- P. **Waiver.** If a party waives a breach by the other party of a provision of this MOU, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

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

**Casper Natrona County Health Department**

Anna M. Krider, M.S. OTR/L Executive Director

**Attest**

Sammy Smith

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

\_\_\_\_\_  
Robert L. Hendry, Chairman

**Attest:**

\_\_\_\_\_  
Tracy Good, County Clerk

Approved as to form:

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



Natrona County Parks Department

538 SW Wyo Blvd  
PO Drawer 848  
Mills, WY 82644  
(307) 235-9325; 265-2743 (f)

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June 3, 2020

Natrona County Board of Commissioners  
200 North Center Street  
Casper, Wyoming 82601

Subject: *Bridle Trail Improvements, Award Recommendations*

Chairman Hendry:

On May 28, 2020 two bids were received from 383 Const. and Grizzly Excavation & Construction on the above referenced project. 383 Construction submitted a bid of \$81,500.00.

Both bids reviewed were correct and responsive. Attached is a copy of the bid tabulation summary for your review.

I recommend awarding 383 Const. the contract for this project for the bid amount of \$81,500.00

Sincerely  
Timothy D. Petrea CPRP  
Director  
Parks Recreation and Leisure Services  
Natrona County



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

June 1, 2020

Natrona County Board of Commissioners  
200 North Center Street  
Casper, Wyoming 82601

**RE: *Bridle Trail Improvements, Award Recommendations***

Chairman Hendry:

On May 28, 2020 two bids were received from 383 Const. and Grizzly Excavation & Construction on the above referenced project. 383 Construction submitted a bid of \$81,500.00.

Both bids reviewed were correct and responsive. Attached is a copy of the bid tabulation summary for your review. We recommend awarding 383 Const. the contract for this project for the bid amount of \$81,500.00.

Enclosed with this letter is the *Notice of Award* I have prepared for your signature. Please sign and return to me and I will deliver to the contractor.

Please contact me with any questions.

Sincerely,  
WLC Engineering, Surveying, and Planning

Matt Williams, P.E.  
Project Manager

Encl.

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

**BID TABULATION 5/28/20**  
**Natrona Co.--Bridle Trail Improvements**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	HOJUT/383 CONST		GRIZZLY CONSTRUCTION	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00
MISCELLANEOUS FORCE ACCOUNT	FA	2500	\$1.00	\$2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
UNCLASSIFIED EXCAVATION	LS	1	\$15,000.00	\$15,000.00	\$ 56,880.00	\$ 56,880.00	\$ 94,500.00	\$ 94,500.00
4' ROAD W-BASE	SY	280	\$40.00	\$11,200.00	\$ 10.50	\$ 2,940.00	\$ 24.00	\$ 6,720.00
RETAINING WALL WITH HANDRAIL	LF	110	\$485.00	\$53,350.00	\$ 38.00	\$ 4,180.00	\$ 261.00	\$ 28,710.00
RECLAMATION	LS	1	\$2,500.00	\$2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00
				<b>\$89,550.00</b>	\$	\$ 81,500.00	\$	\$ 147,630.00

**NOTICE OF AWARD**

TO: 383 Construction  
(Bidder)

Dated: June 1, 2020

ADDRESS: PO Box 1613, Douglas, WY 82633

CONTRACT: Bridle Trail Improvements

PROJECT: Bridle Trail Improvements

OWNER'S CONTRACT NO.: N/A

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You are notified that your bid dated May 28, 2020 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for **Bridle Trail Improvements**

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(indicate total work, alternates or sections or work awarded)

The Contract Price of your contract is *Eighty-one Thousand, Five Hundred Dollars and Zero Cents (\$81,500.00)*

(Insert appropriate data if unit prices are used. Change language for cost-plus contracts.)

3 copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. 3 sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by July 1, 2020

1. Deliver to Owner fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (X)].
2. (List other conditions precedent).  
Provide **three (3)** copies each of the Certificates of Insurance listing the Owner and the Engineer as additional insured; Worker's Compensation Coverage; and Unemployment Insurance Coverage; Performance and Payment Bonds

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

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

Natrona County Board of Commissioners  
(Owner)

By: \_\_\_\_\_

\_\_\_\_\_  
Chairman  
(Title)

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Board of Natrona County Commissioners Natrona hereinafter referred to as the "Owner," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

WHEREAS, the Natrona County Road and Bridge Dept. is desirous of installing new road base and drainage improvements on Coates Road; and,

WHEREAS, \_\_\_\_\_, is able and willing to provide those services specified as **Bridle Trail Improvements**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Bridle Trail Improvements** hereinafter referred to as the "Work".

The "Work" is described as the INSTALLATION OF APPROXIMATELY 280 SY ROAD BASE, UNCLASSIFIED EXCAVATION, RETAINING WALL CONSTRUCTION AND RECLAMATION.

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering, Surveying, and Planning, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all, grading, retaining wall construction and seeding.
- 3.2 The Work will be substantially completed by September 30, 2020, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 15, 2020.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred and Fifty Dollars (\$750) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Contractor may request that the Owner withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety percent (90%) of the Work completed. Owner shall withhold five percent (10%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment. The Contractor may request that the Owner only withhold such amounts necessary so the total retainage is

equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.

- 5.1.4 Should amounts owed by the Contractor to the County for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the County's general credit policy, those amounts may be deducted from the payment being made by the County to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to Natrona County Board of Commissioners. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of

the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. \_\_\_\_\_.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of Pre-Bid Conference, if any.
- 8.13 Contract Drawings, consisting of 7 sheets, with the sheet bearing the following general title: **Bridle Trail Improvements.**
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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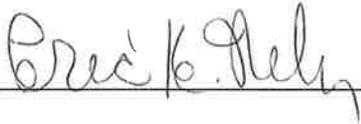
ARTICLE 10. GOVERNMENTAL CLAIMS ACT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:  
(Bridle Trail Improvements)

  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
NATRONA COUNTY BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

June 16, 2020

Bill Knight, PC  
139 W. 2<sup>nd</sup> Street, Suite 1C  
Casper, WY 82601

RE: MEMORIAL HOSPITAL BOARD OF TRUSTEES

Dear Bill,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Memorial Hospital Board of Trustees. The Commissioners have appointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman  
Board of Natrona County Commissioners

RLH/mlm

cc: Serena Cobb  
Paul Mongold

June 16, 2020

Catherine Carr  
16212 Maverick Drive  
Casper, WY 82601

RE: NC PUBLIC LIBRARY BOARD OF TRUSTEES

Dear Catherine,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the NC Public Library Board of Trustees. The Commissioners have appointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman  
Board of Natrona County Commissioners

RLH/mlm

cc: Lisa Scroggins

June 16, 2020

Tiffany Gamble  
Laughing Out Loud, LLC  
PO Box 50790  
Casper, WY 82605

RE: NC TRAVEL & TOURIMS COUNCIL

Dear Tiffany Gamble,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the NC Travel & Tourism Council. The Commissioners have reappointed you to serve on this Board filling the term ending June 30, 2023. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Robert L. Hendry, Chairman  
Board of Natrona County Commissioners

RLH/mlm

cc: Brook Kaufman