

Public Hearing: Land Exchange Agreement – Converse County

Glenrock Town Council Meeting AGENDA

July 8, 2024 - 5:30PM

- I. WELCOME / PLEDGE
- II. CALL TO ORDER ATTENDANCE
- III. ADDITIONS / DELETIONS
- IV. APPROVAL OF MINUTES
 June 10, 2024 Executive Session

June 24, 2024 Executive Session

June 24, 2024 Council Meeting

- V. REPORTS
- VI. ITEMS FROM THE FLOOR
- VII. OLD BUSINESS
- VIII. NEW BUSINESS

Open Container Permit – Donner / June Patten Land Exchange Agreement – Converse County Tree Grant Application – Mary Alice Hand MOU – Evansville Animal Shelter

- IX. BILLS & CLAIMS
- X. EXECUTIVE SESSION
- XI. ADJOURNMENT

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (hereinafter "the Agreement") is made this ______ day of ______, 2024, by and between the Town of Glenrock, Wyoming (hereinafter "Town"), whose address is 219 S. Third St., Glenrock, Wyoming 82637, and the County of Converse, Wyoming (hereinafter "County"), whose address is 107 N. 5th Street, Suite 114, Douglas, Wyoming 82633 (collectively "the Parties"). For purposes of this Agreement, the Town shall act by and through Bruce Roumell, Mayor and Authorized Representative of the Town of Glenrock, Wyoming, and the County shall act by and through James H. Willox, Commission Chairman and Authorized Representative of the County of Converse, Wyoming.

RECITALS

WHEREAS, the Town owns certain real estate containing approximately 2.93 acres and situated in Converse County, Wyoming (hereinafter "Lot 4"). Lot 4 is more particularly described in Exhibit A, incorporated herein and attached hereto.

WHEREAS, the County owns certain real estate containing approximately 8.338 acres and situate in Converse County, Wyoming (hereinafter "Shooting Range Parcel"). The Shooting Range Parcel is more particularly described in Exhibit B, incorporated herein and attached hereto.

WHEREAS, the Parties, for their mutual convenience, desire to exchange Lot 4 (as more fully described in <u>Section 1.1</u> hereof) for the Shooting Range Parcel (as more fully described in <u>Section 1.2</u> hereof) pursuant to the terms and provisions contained herein.

NOW THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: EXCHANGE

Section 1.1 Lot 4. Subject to the terms and conditions of this Agreement, and in consideration of the County's conveyance of the Shooting Range Parcel to the Town as set forth in Section 1.2 below, the Town agrees to convey to the County Lot 4, containing approximately 2.93 acres, as more particularly described in Exhibit A. The Town will convey Lot 4 to the County by and through a good and sufficient Wyoming statutory Warranty Deed, free of all liens and encumbrances, but subject to all exceptions, reservations, restrictions, easements, rights-of-way and other limitations appearing of record. In the event any disclosures required by law were not made by the Town herein, the Parties, each for themselves and for their successors and assigns, hereby waive any and all required disclosures, and release each other from any and all claims or right to terminate this Agreement on the basis that such disclosures have not been or were not made.

Section 1.2 <u>Shooting Range Parcel</u>. Subject to the terms and conditions of this Agreement, and in consideration of the Town's conveyance of Lot 4 to the County as set forth in Section 1.1 above, the County agrees to convey to the Town the Shooting Range Parcel, containing

approximately 8.338 acres, as more particularly described in Exhibit B. The County will convey the Shooting Range Parcel to the Town by and through a good and sufficient Wyoming statutory Warranty Deed, free of all liens and encumbrances, but subject to all exceptions, reservations, easements, rights-of-way and other limitations appearing of record. In the event any disclosures required by law were not made by the County herein, the Parties, each for themselves and for their successors and assigns, hereby waive any and all required disclosures, and release each other from any and all claims or right to terminate this Agreement on the basis that such disclosures have not been or were not made.

Section 1.3 Valuation of Parcels.

- (a) For purposes of the exchange to be effected under this Agreement, the Parties agree that the value of Lot 4 and the value of the Shooting Range Parcel are equal.
- (b) Neither party shall pay the other any money to settle any difference in the values of the Parcels.

ARTICLE II:

SURVEY, TITLE COMMITMENT AND OTHER DOCUMENTS

Section 2.1 Survey, Title Commitment and Other Documents.

- (a) Withing fifteen (15) days following the Date of this Agreement, each Party will, at such Party's sole cost and expense, deliver or cause to be delivered to the other Party and the Title Company at the addresses stated below, copies of a current on-the-ground Survey of their respective Parcel to be conveyed.
- (b) Within fifteen (15) days following the Date of this Agreement, each Party will, at such Party's sole cost and expense, deliver or cause to be delivered to the other Party at the addresses stated below (i) a copy of a Title Commitment covering the applicable Parcel and binding the Title Company to issue to the applicable Party, at the Closing, a complete Owner's Title Insurance Policy in the full amount of the purchase price and (ii) true, correct, complete, and legible copies of any and all instruments referred to in the Title Commitment as constituting exceptions or restrictions upon or matters affecting the applicable Parcel, except that copies of any liens which are to be released at the Closing, if any, may be omitted.
- Section 2.2 Review of Surveys, Title Commitments and Other Documents. In the event any exceptions or reservations appear in the Title Commitment(s), or in the event any items which appear on the Survey(s) or in the Title Commitment(s) or any other documents delivered hereunder are unacceptable, the objecting Party will notify the other Party of such fact within ten (10) days of the last to be received of the Surveys, Title Commitments and other documents requested herein. Each noticed Party may, but will not be obligated to, eliminate or modify such unacceptable exceptions, reservations or items to the satisfaction of the objecting Party within ten (10) days of receipt of the objection notice provided above, and the noticed Party will notify the objecting Party in writing within such ten (10) day period of the noticed Party's resolution or proposed resolution of the unacceptable exceptions, reservations or items. In the event the noticed Party is unable or unwilling to eliminate or modify the unacceptable exceptions, reservations or

items within the ten (10) day period after a good faith effort, the noticed Party will notify the objecting Party in writing specifying its resolution or lack of resolution of the unacceptable exceptions, reservations or items, and the objecting Party may (i) waive such unacceptable exceptions, reservations, or items, or (ii) terminate this Agreement on or before five (5) days after receipt of the notice of resolution as provided above.

ARTICLE III: RISK OF LOSS AND CONDITION OF PARCELS

Section 3.1 <u>Risk of Loss and Condition of Parcels</u>. Each Party assumes all risk of loss or damage to that Party's parcel prior to the date of Closing and agrees that each Party's parcel shall be transferred and conveyed to the other Party in the same or essentially the same condition as of the Date of this Agreement, ordinary wear and tear excepted. If between the Date of this Agreement and the date of Closing the condition of either Parcel as it existed on the Date of this Agreement is altered by an act of God or other natural force beyond the control of the Parties, the Party who is to receive the altered Parcel may elect, at said Party's sole option, to terminate this Agreement in writing and neither Party shall have any further obligations under this Agreement.

ARTICLE IV: CLOSING

Section 4.1 Closing. The closing of the exchange of the Parcels to be conveyed pursuant to this Agreement (herein "the Closing") will be held at First American Title on 2024 (hereinafter "the Closing Date"), unless mutually agreed otherwise by the Parties in writing.

Section 4.2 Delivery of Documents.

- (a) At the Closing, the Town will deliver to the County the following:
 - (i) a warranty deed conveying Lot 4 to the County;
 - (ii) an Owner's Title Policy, issued at the County's sole cost and expense, covering Lot 4 in an amount equal to the value of the land conveyed, as determined by the County, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein;
 - (iii) paid tax certificates showing that all property taxes for Lot 4 have been paid for the years prior to the year of Closing, if applicable;
 - (iv) possession of Lot 4; and
 - (v) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of Lot 4 as provided herein.
- (b) At the Closing, the County will deliver to the Town the following:

- (i) a warranty deed conveying the Shooting Range Parcel to the Town;
- (ii) an Owner's Title Policy, issued at the Town's sole cost and expense, covering the Shooting Range Parcel in an amount equal to the value of the land conveyed, as determined by the Town, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein;
- (iii) paid tax certificates showing that all property taxes for the Shooting Range Parcel have been paid for the years prior to the year of Closing, if applicable;
- (iv) possession of the Shooting Range Parcel; and
- (v) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the Shooting Range Parcel as provided herein.

Section 4.3 Proration of Closing Costs and Expenses.

- (a) Ad valorem taxes, if applicable, for each Parcel for the then-current year will be prorated at the Closing effective as of the Closing Date. If the amount of taxes for the year in which the Closing takes place is not known at the time of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, provided that any difference in ad valorem taxes for the year of sale actually paid by a Party will be adjusted between the Parties upon receipt of written evidence of the payment thereof. Furthermore, if any portion of a Parcel is assessed and taxed as a part of a larger tract of real estate, then, for purposes of computing tax prorations hereunder, a proportionate part of the real estate taxes attributable to such larger tract will be allocated to such Parcel on the basis of the ratio between the number of gross square feet comprising the Parcel and the total number of gross square feet comprising such larger tract of real estate, taking into account the value and location of any improvements on parts of the larger tract.
 - (b) The Town hereby agrees to pay and be responsible for the following Closing costs:
 - (i) the cost of recording the Shooting Range Parcel Deed;
 - (ii) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Shooting Range Parcel, if applicable;
 - (iii) if the Town elects to obtain an Owner's Title Policy for the Shooting Range Parcel, all fees and premiums for the Owner's Title Policy for said Parcel;
 - (iv) one-half of the Title Company's escrow fees; and
 - (v) all costs and expenses incurred by or on behalf of the Town including the Town's attorney's fees.

- (c) The County hereby agrees to pay and be responsible for the following Closing costs:
 - (i) the cost of recording the Lot 4 Deed;
 - (ii) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to Lot 4, if applicable;
 - (iii) if the County elects to obtain an Owner's Title Policy for Lot 4, all fees and premiums for the Owner's Title Policy for said Parcel;
 - (iv) one-half of the Title Company's escrow fees; and
 - (v) all costs and expenses incurred by or on behalf of the County including the County's attorney's fees.

ARTICLE V: TERMINATION, DEFAULT AND REMEDIES

- **Section 5.1** Town's Default and County's Remedy. In the event the Town fails to fulfill any of its obligations herein, except as a result of the County's default pursuant to the terms herein or the termination of this Agreement pursuant to any provision hereof, the County may terminate this Agreement, and thereafter the Town will have no other obligations or liabilities under this Agreement.
- Section 5.2 <u>County's Default and Town's Remedy</u>. In the event the County fails to fulfill any of its obligations herein, except as a result of the Town's default pursuant to the terms herein or the termination of this Agreement pursuant to any provision hereof, the Town may terminate this Agreement, and thereafter the County will have no other obligations or liabilities under this Agreement.

ARTICLE VI:

Section 6.1 <u>Commission</u>. The Parties hereby represent and warrant to the other that no real estate commissions or finder's fees are due or payable as a result of or in connection with this Agreement or the transactions contemplated herein or any person or agency, and that each of the parties hereby agrees, to the extent allowed by Wyoming law, to indemnify the other Party and hold the other Party harmless from and against any and all claims for real estate commissions and/or finder's fees occasioned by its acts.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Section 7.1 <u>Date of this Agreement</u>. The term "Date of this Agreement" as used herein means the date this Agreement has been fully executed by the respective Parties, as indicated by their signatures below, and delivered to and acknowledged by the Title Company, whichever date is latest.

Section 7.2 <u>Date of Performance</u>. In the event any review periods, performance dates, delivery dates or any other date or provision provided herein should fall, expire or be due on a legal holiday, Saturday or Sunday, such date or provision will be extended to the next Business Day, and such next Business Day will be considered to be the due date, performance date or expiration date for all purposes herein.

Section 7.3 Assignment. This Agreement may not be assigned by either Party without the other Party's prior written approval.

Section 7.4 Notices. Any notice or communication required or permitted herein will be deemed to be delivered and received upon the earlier of (a) the date on which such notice was actually received by the intended recipient or (b) whether actually received or not, the date on which such notice was deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address shown below.

If to the Town:

Bruce Roumell

TOWN OF GLENROCK 219 South 3rd Street

P.O. Box 417

Glenrock, Wyoming 82637

(307) 436-9294

broumell@glenrock.org

with a copy to:

Amy M. Iberlin

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

159 North Wolcott Street, Suite 400

P.O. Box 10700

Casper, Wyoming 82602

(307) 265-0700 aiberlin@wpdn.net

If to the County:

James H. Willox

CONVERSE COUNTY COMMISSIONER 107 North 5th Street, Suite 114 Douglas, Wyoming 82633

(307) 358-2244

jim.willox@conversecountywy.gov

with a copy to:

Quentin Richardson

CONVERSE COUNTY ATTORNEY

1201 Mesa Drive, Suite D Douglas, WY 82633

Any address for notice may be changed by written notice so given to the other Party.

- **Section 7.5** Form. In case of a dispute as to the form of this Agreement or any document required herein, this form will be conclusively deemed reasonable and will not be presumptively interpreted against either Party.
- **Section 7.6** <u>Captions</u>. The captions/section titles used in this Agreement are for convenience only and will not be deemed to construe or limit the meaning of the language of this Agreement.
- Section 7.7 <u>Attorney's Fees.</u> If either Party will be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party will be entitled to recovery reasonable attorney's fees incurred in connection therewith.
- Section 7.8 <u>Integration</u>. This Agreement contains the complete agreement between the Parties hereto and cannot be varied, modified or altered except by a traditional written agreement properly executed the Parties. The Parties hereby acknowledge and agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.
- Section 7.9 <u>Survival</u>. Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing as a continuing agreement by and between the Parties hereto.
- Section 7.10 <u>Binding Effect</u>. This Agreement will inure to the benefit of and will be binding upon and enforceable by the Parties hereto and their respective heirs, representatives, successors and assigns.
- Section 7.11 <u>Binding Law</u>. This Agreement will be governed by and interpreted and construed under the laws of the State of Wyoming.
- Section 7.12 <u>Relationship of the Parties</u>. Nothing contained herein is intended to create, nor will it ever be construed to make, the Town and the County partners or joint venturers.
- Section 7.13 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature will be deemed to be an original signature for all purposes.
- **Section 7.14** <u>Time</u>. Time is of the essence with regard to all dates or times set forth in this Agreement.
- **Section 7.15** Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.
- Section 7.16 <u>Waiver</u>. Failure of either Party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

[Remainder of this page intentionally left blank]

THE UNDERSIGNED HAS CAREFULLY READ THIS LAND EXCHANGE AGREEMENT WITH THE ASSISTANCE AND ADVICE OF COUNSEL.

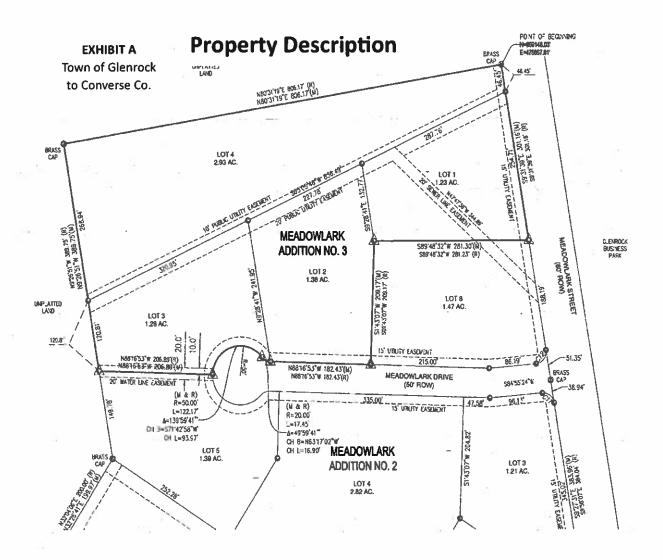
THE UNDERSIGNED PARTY HAS READ THE LAND EXCHANGE AGREEMENT, UNDERSTANDS AND ACCEPTS EACH OF ITS TERMS, AND AGREES TO BE FULLY BOUND BY IT.

EXECUTED on this day of	, 2024.
Bruce Roumell (printed) Authorized Representative, Town of Glenrock	Authorized Representative's Signature
STATE OF WYOMING)) ss: COUNTY OF CONVERSE)	
Authorized Representative of the TOWN OF GLEN	on this day personally appeared BRUCE ROUMELL NROCK, known to me to be the person whose name knowledged to me that she has executed the same deration therein expressed.
SUBSCRIBED AND SWORN TO BEF0 2024.	ORE ME on this day of,
	Notary Public
	Commission expires:
Attorney's Name (printed) Agreed as to Form and Content	Attorney's Signature

THE UNDERSIGNED HAS CAREFULLY READ THIS LAND EXCHANGE AGREEMENT WITH THE ASSISTANCE AND ADVICE OF COUNSEL.

THE UNDERSIGNED PARTY HAS READ THE LAND EXCHANGE AGREEMENT, UNDERSTANDS AND ACCEPTS EACH OF ITS TERMS, AND AGREES TO BE FULLY BOUND BY IT.

EXECUTED on this day of	, 2024.
James H. Willox (printed) Authorized Representative, County of Converse	Authorized Representative's Signature
STATE OF WYOMING)) ss:	
COUNTY OF CONVERSE)	
BEFORE ME, the undersigned authority WILLOX, Authorized Representative of the COUN whose name is subscribed to the foregoing instead executed the same in the capacities and for the put	rument, and acknowledged to me that he has
SUBSCRIBED AND SWORN TO BEFOR	RE ME on this day of,
	N. D. I.I.
	Notary Public
	Commission expires:
	8
Attorney's Name (printed) Agreed as to Form and Content	Attorney's Signature





CIVI Engineering Protessionals, Inc. 6080 Enterprise Driva. Casper, Wy 82609 Phone 307.266.4346 Fax 307.266.0103 www.cepl-casper.com

LEGEND

- 🛕 : SET BRASS CAP
- SET MONÚMENT 5/8" REBAR
- FOUND MONUMENT AS NOTED



Arthur Schubert, P.G., P.L.S. Converse County Surveyor 107 N. 5th Street Sulte B3 Douglas, WY 82633

Property Description

EXHIBIT B Converse Co. to Town of Glenrock

Part of the SE1/4 of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, all as described herein and shown on Exhibit "A" attached hereto:

DESCRIPTION:

Beginning at a point on the easterly right—of—way line of Meadowlark Street as platted and described in Book 1388 Page 622 in the Office of the County Clerk, Ex—Officio Registrar of Deeds, Converse County, Wyoming, which point bear S 46'16'38" W for a distance of 1412.11 feet from the East Quarter Corner of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, said corner being monumented with a brass cap;

thence along said right—of—way line, S 58°13'59" W for a distance of 417.42 feet to a point of curvature for a curve concave to the east and having a radius of 100.00 feet;

thence along said right—of—way line and curve through a central angle of 67'41'42" for a length of 118.15 feet, the chord of which curve bears S 24*23'05" W for a distance of 111.40 feet;

thence along said right—of—way line, S 09°27'50" E for a distance of 168.76 feet to the northwest corner of Lot 1 of the Gienrock Business Park as filed in Plat Cabinet 4, Slice 2 in the office of the Converse County Clerk;

thence leaving said right—of—way line and along the north line of said Lot 1, S 89°31'19" E for a distance of 313.19 feet to a point;

thence leaving the north line of Lot 1 and along the westerly lines of Lot 6 of Glenrock Business Park, N 44*52*57" W for a distance of 28.24 feet and N 00*28*59" E for a distance of 159.96 feet to the northwest corner of said Lot 6;

thence along the northerly line of Lots 6 and 7 of Glenrock Business Park, N 82°29'37" E for a distance of 287.73 feet and N 62°42'18" E for a distance of 778.62 feet;

thence leaving the north line of said Glenrock Business Park, N 43*31'21" W for a distance of 379.59 feet to the point of right angle intersection with the Town of Glenrock Sewer Lagoon parcel as recorded in Book 699 Page 596 in the Office of the Converse County Clerk;

thence along said parcel; S 46°29°16" W for a distance of 710.20 feet to the southerly corner of said parcel;

thence N 43"31"09" W for a distance of 178.49 feet to the point of beginning,

containing 8.338 acres more or less, subject to all restrictions, reservations and encumbrances of record.

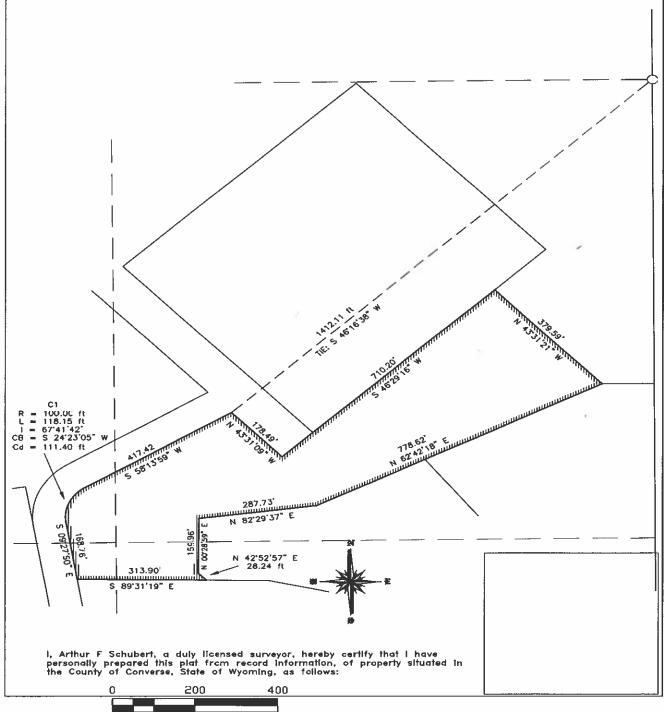
I, Arthur F Schubert, a duly licensed surveyor, hereby certify that I have personally prepared this plat from record information, of property situated in the County of Converse, State of Wyoming, as follows:

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Property Location Plat

EXHIBIT A Converse Co. to Town of Glenrock

Part of the SE1/4 of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, all as shown herein and described on Exhibit "B" attached hereto:



Unapproved Minutes Town Council Meeting Glenrock Town Hall June 24, 2024

Mayor Roumell called the council meeting to order at 5:30PM and led the Pledge of Allegiance. All elected officials were in attendance.

ADDITIONS/DELETIONS: CP Colling moved to remove Ordinance 750 from the agenda and add the application for the Tourism Board for Laurie Boner to the agenda; seconded by CP Nunn. All ayes – MOTION CARRIED.

APPROVAL OF MINUTES: CP Nunn moved to approve minutes as presented for June 10, 2024 council meeting and June 17, 2024 Work Session; seconded by CP Kincaid. All ayes – MOTION CARRIED.

OLD BUSINESS:

Ordinance 749: FY 2024-2025 Budget Ordinance – Third Reading: CP Kincaid moved to approve Ordinance 749 on third reading; seconded by CP Moulton. CP Moulton Nay, all others Aye—MOTION CARRIED.

NEW BUSINESS:

Tourism Board Application – Laurie Boner: CP Moulton moved to approve the Tourism Board Application Grant Application; seconded by CP Nunn. All ayes – MOTION CARRIED.

BILLS & CLAIMS: Bills/Claims Approved June 24, 2024 Orkin Pest Control 232.00; 5 Aces Printing 1,058.25; Black Hills Energy 1,222.87; Rocky Mountain Power 14,376.42; Fire Suppression Authority 48,625.00; Valli Information Systems 158.00; Patriot Tire 1,789.08; Dooley Oil 5,483.95; Homax 2,940.44; One Call of Wyoming 45.00; Energy Laboratories 66.00; Glenrock Super Foods 65.30; Glenrock Hardware Hank 887.95; Hawkins 536.82; Kone 3,628.44; CEPI 2,982.50; Converse County Bank/Visa 3,718.35; It's the Little Things in Life 540.00; Alsco 174.09; WY Assn of Sheriffs & Chiefs 3,988.00; L-Tron Corp 856.00; Great America Financial 83.00; Jane Stearns 600.00; Kelly Lewis 420.09; Wyoming Hat Company 648.00; Glenrock Area Food Pantry 3,800.00; Atlas Premier Service 335.52; All Trees 3,890.00; Century Link 214.11; WY LGLP JPB 27,489.00; Menards 58.41; Dana Kepner 964.96; Converse County Clerk 9,571.02; Converse County Clerk 160,000.00; Judi Colling 422.10; Converse County EMA 526.17; Pepsi Cola Casper 142.60; Amazon Capital Services 301.97; Bill Blackburn 114.92; H&H Electric 657.00; Moulton's Landscaping and Lawn Care 475.00; E Street Prophets 300.00; Vyve 1,965.04; Graves Consulting LLC 4,000.00; Verizon 785.83; Energy Laboratories 353.00; Converse County Clerk 15.00; WYDOT 10.00; Brent Phillips 3,050.00; Shannon Watts 2,465.00; Heritage Landscape 84.86; Converse County Bank/Visa 7,305.74. 52 claims totaling \$324,422.80. CP Nunn moved to approve Bills and Claims with the addition of two more bills; seconded by CP Kincaid. CP Colling abstained. All the rest ayes MOTION CARRIED.

EXECUTIVE SESSION: At 6:02PM CP Moulton moved to adjourn to executive session for the purpose of discussing a personnel issue as well as a real estate issue; seconded by CP Kincaid. All ayes – MOTION CARRIED.

At 6:16PM, CP Nunn moved to close executive session; seconded by CP Colling. All ayes – MOTION CARRIED.

At 6:19PM CP Moulton moved to adjourn the meeting; seconded by CP Nunn. All ayes – MOTION CARRIED.

ADJOURNMENT: 6:19PM.	
	Bruce Roumell, Mayor
ATTEST:	
Tammy Taylor Town Clerk	

Town of Glenrock

() Open Cont	ainer Permit (Waiver)	(\$25.00)
Check the appropriate box made.	indicating the type of permit being requested. The fee is required for each	request being
Name of Applicant:	DONNIE JUNE PATTEN	
Business/Organization	5ame	
Address:	P.O. Box 924	
	610 - W. FIR LOCAL	
Telephone:	307.436.5736 or cell 307.26	7.5247
Other information necessar	y to process the application:	
Type of Event:	CELEBRATION OF LIFE	
Location:	JOWN PARK PAVILLION #	2
Date & Hours of Activity:	NOON-4pm JULY 21	,2024
Estimated Number Attending	ng ? up to 200, in ande od	t_
In making this application,	the undersigned agrees to:	
	fully with the laws and regulation of the State of Wyoming, County of Con	verse, and the
	Glenrock regulating the license requested and issued. ignated for the consumption of alcohol must be clearly marked.	
•	t further agrees that if the activity takes place on town owned or controlled	property to:
	Have no glass containers;	
	Make a \$125 deposit which will be returned if the area is cleaned to the to	wn's
	satisfaction. May be waived upon request.	C
	The first of order	Date
ed by:	Nonnie James	Signature of Applicant

Approve

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (hereinafter "the Agreement") is made this ______ day of ______. 2024, by and between the Town of Glenrock. Wyoming (hereinafter "Town"), whose address is 219 S. Third St., Glenrock. Wyoming 82637, and the County of Converse, Wyoming (hereinafter "County"), whose address is 107 N. 5th Street, Suite 114, Douglas, Wyoming 82633 (collectively "the Parties"). For purposes of this Agreement, the Town shall act by and through Bruce Roumell, Mayor and Authorized Representative of the Town of Glenrock, Wyoming, and the County shall act by and through James H. Willox, Commission Chairman and Authorized Representative of the County of Converse, Wyoming.

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Section 1.2 <u>Shooting Range Parcel</u>. Subject to the terms and conditions of this Agreement, and in consideration of the Town's conveyance of Lot 4 to the County as set forth in Section 1.1 above, the County agrees to convey to the Town the Shooting Range Parcel, containing

approximately 8.338 acres, as more particularly described in Exhibit B. The County will convey the Shooting Range Parcel to the Town by and through a good and sufficient Wyoming statutory Warranty Deed, free of all liens and encumbrances, but subject to all exceptions, reservations, easements, rights-of-way and other limitations appearing of record. In the event any disclosures required by law were not made by the County herein, the Parties, each for themselves and for their successors and assigns, hereby waive any and all required disclosures, and release each other from any and all claims or right to terminate this Agreement on the basis that such disclosures have not been or were not made.

Section 1.3 <u>Valuation of Parcels.</u>

- (a) For purposes of the exchange to be effected under this Agreement, the Parties agree that the value of Lot 4 and the value of the Shooting Range Parcel are equal.
- (b) Neither party shall pay the other any money to settle any difference in the values of the Parcels.

ARTICLE II:

SURVEY, TITLE COMMITMENT AND OTHER DOCUMENTS

Section 2.1 Survey, Title Commitment and Other Documents.

- (a) Withing fifteen (15) days following the Date of this Agreement, each Party will, at such Party's sole cost and expense, deliver or cause to be delivered to the other Party and the Title Company at the addresses stated below, copies of a current on-the-ground Survey of their respective Parcel to be conveyed.
- (b) Within fifteen (15) days following the Date of this Agreement, each Party will, at such Party's sole cost and expense, deliver or cause to be delivered to the other Party at the addresses stated below (i) a copy of a Title Commitment covering the applicable Parcel and binding the Title Company to issue to the applicable Party, at the Closing, a complete Owner's Title Insurance Policy in the full amount of the purchase price and (ii) true, correct, complete, and legible copies of any and all instruments referred to in the Title Commitment as constituting exceptions or restrictions upon or matters affecting the applicable Parcel, except that copies of any liens which are to be released at the Closing, if any, may be omitted.
- Section 2.2 Review of Surveys, Title Commitments and Other Documents. In the event any exceptions or reservations appear in the Title Commitment(s), or in the event any items which appear on the Survey(s) or in the Title Commitment(s) or any other documents delivered hereunder are unacceptable, the objecting Party will notify the other Party of such fact within ten (10) days of the last to be received of the Surveys, Title Commitments and other documents requested herein. Each noticed Party may, but will not be obligated to, eliminate or modify such unacceptable exceptions, reservations or items to the satisfaction of the objecting Party within ten (10) days of receipt of the objection notice provided above, and the noticed Party will notify the objecting Party in writing within such ten (10) day period of the noticed Party's resolution or proposed resolution of the unacceptable exceptions, reservations or items. In the event the noticed Party is unable or unwilling to eliminate or modify the unacceptable exceptions, reservations or

items within the ten (10) day period after a good faith effort, the noticed Party will notify the objecting Party in writing specifying its resolution or lack of resolution of the unacceptable exceptions, reservations or items, and the objecting Party may (i) waive such unacceptable exceptions, reservations, or items, or (ii) terminate this Agreement on or before five (5) days after receipt of the notice of resolution as provided above.

ARTICLE III: RISK OF LOSS AND CONDITION OF PARCELS

Section 3.1 Risk of Loss and Condition of Parcels. Each Party assumes all risk of loss or damage to that Party's parcel prior to the date of Closing and agrees that each Party's parcel shall be transferred and conveyed to the other Party in the same or essentially the same condition as of the Date of this Agreement, ordinary wear and tear excepted. If between the Date of this Agreement and the date of Closing the condition of either Parcel as it existed on the Date of this Agreement is altered by an act of God or other natural force beyond the control of the Parties, the Party who is to receive the altered Parcel may elect, at said Party's sole option, to terminate this Agreement in writing and neither Party shall have any further obligations under this Agreement.

ARTICLE IV: CLOSING

Section 4.1 <u>Closing</u>. The closing of the exchange of the Parcels to be conveyed pursuant to this Agreement (herein "the Closing") will be held at First American Title on . 2024 (hereinafter "the Closing Date"), unless mutually agreed otherwise by the Parties in writing.

Section 4.2 **Delivery of Documents.**

- (a) At the Closing, the Town will deliver to the County the following:
 - (i) a warranty deed conveying Lot 4 to the County;
 - (ii) an Owner's Title Policy, issued at the County's sole cost and expense, covering Lot 4 in an amount equal to the value of the land conveyed, as determined by the County, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein;
 - (iii) paid tax certificates showing that all property taxes for Lot 4 have been paid for the years prior to the year of Closing, if applicable;
 - (iv) possession of Lot 4; and
 - (v) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of Lot 4 as provided herein.
- (b) At the Closing, the County will deliver to the Town the following:

- (i) a warranty deed conveying the Shooting Range Parcel to the Town;
- (ii) an Owner's Title Policy, issued at the Town's sole cost and expense, covering the Shooting Range Parcel in an amount equal to the value of the land conveyed, as determined by the Town, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein:
- (iii) paid tax certificates showing that all property taxes for the Shooting Range Parcel have been paid for the years prior to the year of Closing, if applicable;
- (iv) possession of the Shooting Range Parcel; and
- (v) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the Shooting Range Parcel as provided herein.

Section 4.3 Proration of Closing Costs and Expenses.

- (a) Ad valorem taxes, if applicable, for each Parcel for the then-current year will be prorated at the Closing effective as of the Closing Date. If the amount of taxes for the year in which the Closing takes place is not known at the time of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, provided that any difference in ad valorem taxes for the year of sale actually paid by a Party will be adjusted between the Parties upon receipt of written evidence of the payment thereof. Furthermore, if any portion of a Parcel is assessed and taxed as a part of a larger tract of real estate, then, for purposes of computing tax prorations hereunder, a proportionate part of the real estate taxes attributable to such larger tract will be allocated to such Parcel on the basis of the ratio between the number of gross square feet comprising the Parcel and the total number of gross square feet comprising such larger tract of real estate, taking into account the value and location of any improvements on parts of the larger tract.
 - (b) The Town hereby agrees to pay and be responsible for the following Closing costs:
 - (i) the cost of recording the Shooting Range Parcel Deed;
 - (ii) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Shooting Range Parcel, if applicable;
 - (iii) if the Town elects to obtain an Owner's Title Policy for the Shooting Range Parcel, all fees and premiums for the Owner's Title Policy for said Parcel;
 - (iv) one-half of the Title Company's escrow fees; and
 - (v) all costs and expenses incurred by or on behalf of the Town including the Town's attorney's fees.

- (c) The County hereby agrees to pay and be responsible for the following Closing costs:
 - (i) the cost of recording the Lot 4 Deed;
 - (ii) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to Lot 4, if applicable:
 - (iii) if the County elects to obtain an Owner's Title Policy for Lot 4, all fees and premiums for the Owner's Title Policy for said Parcel;
 - (iv) one-half of the Title Company's escrow fees; and
 - (v) all costs and expenses incurred by or on behalf of the County including the County's attorney's fees.

ARTICLE V: TERMINATION, DEFAULT AND REMEDIES

- Section 5.1 Town's Default and County's Remedy. In the event the Town fails to fulfill any of its obligations herein, except as a result of the County's default pursuant to the terms herein or the termination of this Agreement pursuant to any provision hereof, the County may terminate this Agreement, and thereafter the Town will have no other obligations or liabilities under this Agreement.
- **Section 5.2** County's Default and Town's Remedy. In the event the County fails to fulfill any of its obligations herein, except as a result of the Town's default pursuant to the terms herein or the termination of this Agreement pursuant to any provision hereof, the Town may terminate this Agreement, and thereafter the County will have no other obligations or liabilities under this Agreement.

ARTICLE VI: COMMISSION

Section 6.1 <u>Commission</u>. The Parties hereby represent and warrant to the other that no real estate commissions or finder's fees are due or payable as a result of or in connection with this Agreement or the transactions contemplated herein or any person or agency, and that each of the parties hereby agrees, to the extent allowed by Wyoming law, to indemnify the other Party and hold the other Party harmless from and against any and all claims for real estate commissions and/or finder's fees occasioned by its acts.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Section 7.1 <u>Date of this Agreement</u>. The term "Date of this Agreement" as used herein means the date this Agreement has been fully executed by the respective Parties, as indicated by their signatures below, and delivered to and acknowledged by the Title Company, whichever date is latest.

Section 7.2 <u>Date of Performance</u>. In the event any review periods, performance dates, delivery dates or any other date or provision provided herein should fall, expire or be due on a legal holiday. Saturday or Sunday, such date or provision will be extended to the next Business Day, and such next Business Day will be considered to be the due date, performance date or expiration date for all purposes herein.

Section 7.3 Assignment. This Agreement may not be assigned by either Party without the other Party's prior written approval.

Section 7.4 Notices. Any notice or communication required or permitted herein will be deemed to be delivered and received upon the earlier of (a) the date on which such notice was actually received by the intended recipient or (b) whether actually received or not, the date on which such notice was deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address shown below.

If to the Town: Bruce Roumell

Town of Glenrock 219 South 3rd Street

P.O. Box 417

Glenrock, Wyoming 82637

(307) 436-9294

broumell@glenrock.org

with a copy to: Amy M. Iberlin

WILLIAMS, PORTER, DAY & NEVILLE, P.C. 159 North Wolcott Street, Suite 400

P.O. Box 10700

Casper, Wyoming 82602

(307) 265-0700 aiberlin@wpdn.net

If to the County: James H. Willox

CONVERSE COUNTY COMMISSIONER 107 North 5th Street, Suite 114 Douglas, Wyoming 82633

(307) 358-2244

iim.willox@conversecountywy.gov

with a copy to: Quentin Richardson

CONVERSE COUNTY ATTORNEY

1201 Mesa Drive, Suite D Douglas, WY 82633

Any address for notice may be changed by written notice so given to the other Party.

- **Section 7.5** Form. In case of a dispute as to the form of this Agreement or any document required herein, this form will be conclusively deemed reasonable and will not be presumptively interpreted against either Party.
- **Section 7.6** Captions. The captions/section titles used in this Agreement are for convenience only and will not be deemed to construe or limit the meaning of the language of this Agreement.
- Section 7.7 <u>Attorney's Fees</u>. If either Party will be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party will be entitled to recovery reasonable attorney's fees incurred in connection therewith.
- Section 7.8 <u>Integration</u>. This Agreement contains the complete agreement between the Parties hereto and cannot be varied, modified or altered except by a traditional written agreement properly executed the Parties. The Parties hereby acknowledge and agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.
- **Section 7.9** Survival. Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing as a continuing agreement by and between the Parties hereto.
- **Section 7.10 Binding Effect.** This Agreement will inure to the benefit of and will be binding upon and enforceable by the Parties hereto and their respective heirs, representatives, successors and assigns.
- **Section 7.11** <u>Binding Law.</u> This Agreement will be governed by and interpreted and construed under the laws of the State of Wyoming.
- **Section 7.12** Relationship of the Parties. Nothing contained herein is intended to create, nor will it ever be construed to make, the Town and the County partners or joint venturers.
- Section 7.13 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature will be deemed to be an original signature for all purposes.
- **Section 7.14** <u>Time</u>. Time is of the essence with regard to all dates or times set forth in this Agreement.
- Section 7.15 <u>Severability</u>. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.
- Section 7.16 <u>Waiver</u>. Failure of either Party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

[Remainder of this page intentionally left blank]

THE UNDERSIGNED HAS CAREFULLY READ THIS LAND EXCHANGE AGREEMENT WITH THE ASSISTANCE AND ADVICE OF COUNSEL.

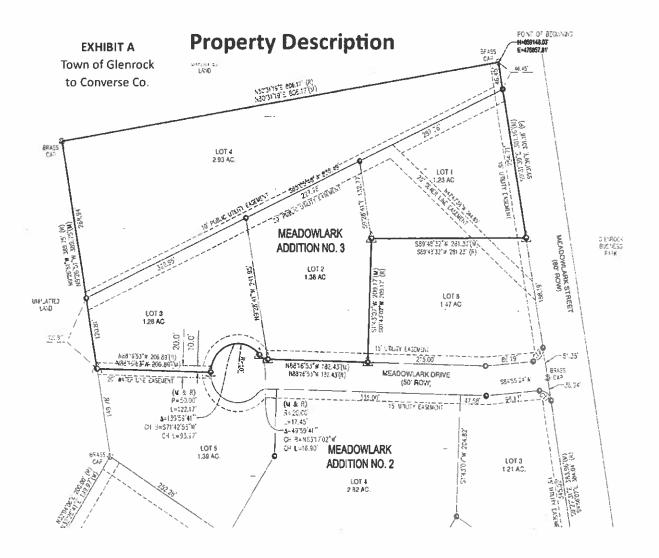
THE UNDERSIGNED PARTY HAS READ THE LAND EXCHANGE AGREEMENT, UNDERSTANDS AND ACCEPTS EACH OF ITS TERMS, AND AGREES TO BE FULLY BOUND BY IT.

EXECUTED on this day of	, 2024.
Bruce Roumell (printed) Authorized Representative, Town of Glenrock	Authorized Representative's Signature
STATE OF WYOMING)) ss: COUNTY OF CONVERSE)	
Authorized Representative of the TOWN OF GLER	, on this day personally appeared BRUCE ROUMELL NROCK, known to me to be the person whose name eknowledged to me that she has executed the same deration therein expressed.
SUBSCRIBED AND SWORN TO BEF6 2024.	ORE ME on this day of,
	Notary Public
	Commission expires:
Attorney's Name (printed) Agreed as to Form and Content	Attorney's Signature

THE UNDERSIGNED HAS CAREFULLY READ THIS LAND EXCHANGE AGREEMENT WITH THE ASSISTANCE AND ADVICE OF COUNSEL.

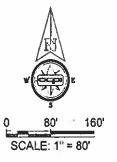
THE UNDERSIGNED PARTY HAS READ THE LAND EXCHANGE AGREEMENT, UNDERSTANDS AND ACCEPTS EACH OF ITS TERMS, AND AGREES TO BE FULLY BOUND BY IT.

EXECUTE	D on this	_ day of	. 2024.
	Villox (printed) Representative	, County of Converse	Authorized Representative's Signature
STATE OF	WYOMING)) ss:	
COUNTY	OF CONVERS		
WILLOX, A whose name executed the	uthorized Represent is subscribed to the care in the c	esentative of the COU I to the foregoing in apacities and for the p	ity. on this day personally appeared JAMES H. NTY OF CONVERSE, known to me to be the person strument, and acknowledged to me that he has urposes and consideration therein expressed. ORE ME on this day of
			Notary Public
			Commission expires:
•	Name (printed)	ntent	Attorney's Signature









Arthur Schubert, P.G., P.L.S. Converse County Surveyor 107 N. 5th Street Sulfe B3 Douglas, WY 82633

Property Description

EXHIBIT B Converse Co. to Town of Glenrock

Part of the SE1/4 of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, all as described herein and shown on Exhibit "A" attached hereto:

DESCRIPTION:

Beginning at a point on the easterly right—of—way line of Meadowlark Street as platted and described in Book 1388 Page 622 in the Office of the County Clerk, Ex—Officio Registrar of Deeds, Converse County, Wyoming, which point bear S 46°16'38" W for a distance of 1412.11 feet from the East Quarter Corner of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, said corner being monumented with a brass cap;

thence along said right—of—way line, S 58*13'59" W for a distance of 417.42 feet to a point of curvature for a curve concave to the east and having a radius of 100.00 feet;

thence along said right—of—way line and curve through a central angle of 67*41'42" for a length of 118.15 feet, the chord of which curve bears S 24*23'05" W for a distance of 111.40 feet;

thence along said right—of—way line, S 09°27'50" E for a distance of 168.76 feet to the northwest corner of Lot 1 of the Glenrock Business Park as filed in Plat Cabinet 4, Slice 2 in the office of the Converse County Clerk;

thence leaving said right—of—way line and along the north line of said Lot 1, S 89°31'19" E for a distance of 313.19 feet to a point;

thence leaving the north line of Lot 1 and along the westerly lines of Lot 6 of Glenrock Business Park, N 44°52'57" W for a distance of 28.24 feet and N 00°28'59" E for a distance of 159.96 feet to the northwest corner of said Lot 6;

thence along the northerly line of Lots 6 and 7 of Glenrock Business Park, N 82°29'37" E for a distance of 287.73 feet and N 62°42'18" E for a distance of 778.62 feet;

thence leaving the north line of said Glenrock Business Park, N 43*31'21" W for a distance of 379.59 feet to the point of right angle intersection with the Town of Glenrock Sewer Lagoon parcel as recorded in Book 699 Page 596 in the Office of the Converse County Clerk:

thence along said parcel; S 46°29'16" W for a distance of 710.20 feet to the southerly corner of said parcel;

thence N 43'31'09" W for a distance of 178.49 feet to the point of beginning.

containing 8.338 acres more or less, subject to all restrictions, reservations and encumbrances of record.

I, Arthur F Schubert, a duly licensed surveyor, hereby certify that I have personally prepared this plat from record information, of property situated in the County of Converse, State of Wyomlng, as follows:

Page 12 of 13

Arthur Schubert, P.G., P.L.S. Converse County Surveyor 107 N. 5th Street Sulte B3 Douglas, WY 82633 **Property Location Plat** EXHIBIT A Converse Co. to Town of Glenrock Part of the SE1/4 of Section 3, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, all as shown herein and described on Exhibit "B" attached hereto: R = 100.00 ft L = 118.15 ft I = 6/41'42' CB = S 24'23'05" W Cc = 111.40 ft N 82'29'37" 00.28,59 N 42'52'57" E 28-24 ft \$ 89'31'19" E

I, Arthur F Schubert, a duly licensed surveyor, hereby certify that I have personally prepared this plat from record information, of property situated in the County of Converse, State of Wyoming, as follows:

400

TOWN OF GLENROCK TREE GRANT APPLICATION

NAME:	Mary Alice Hand
MAILING ADDRESS:	Box 277 Dlenrock uy 82637
TELEPHONE:	307-259-6084
LOCATION ADDRESS:	421 So. 4th St. Slenrock, wy
DESCRIPTION:	V
(In Detail with	Cottonwood tree 70 + yes all
Pictures)	Circumperance in 9'6"
	Height in approx. 80°
	docated in parking a sea of property
	There are 6 large limber They expand
	one sidework, street, I driveway of
	Meighbow property Besomeng dengerses
	to public to rehicker
	Had limb free would fune 20,24
	I that been trimmed seneral times.
	Thank you
	Marshlere Heard

\$ 2,800.00

(Please attach two bids/contractor's estimates showing a detailed breakdown of the costs)

MAXIMUM AWARD- 50% OF TOTAL COST NOT TO EXCEED \$500

#10

Invoice

Tree Bees Arboriculture LLC

710 west deer street Po box 2124 Glenrock Wyo 82637

3075544077 TreeBeesARB@gmail.com

Join

Rec

MH

BILL TO Mary Alice Hand 421 south 4th street Glenrock Wyoming

handmercer@gmail.com 307 259 6084

Invoice #	10
Date	Jun 25, 2024
Due date	Jul 22, 2024

Total

\$2,800.00

Item	Quantity	Price	Amount
Cottonwood removal	1	\$2,500.00	\$2,500.00
Stump remova!	1	\$300.00	\$300.00
	5	Subtotal	\$2,800.00

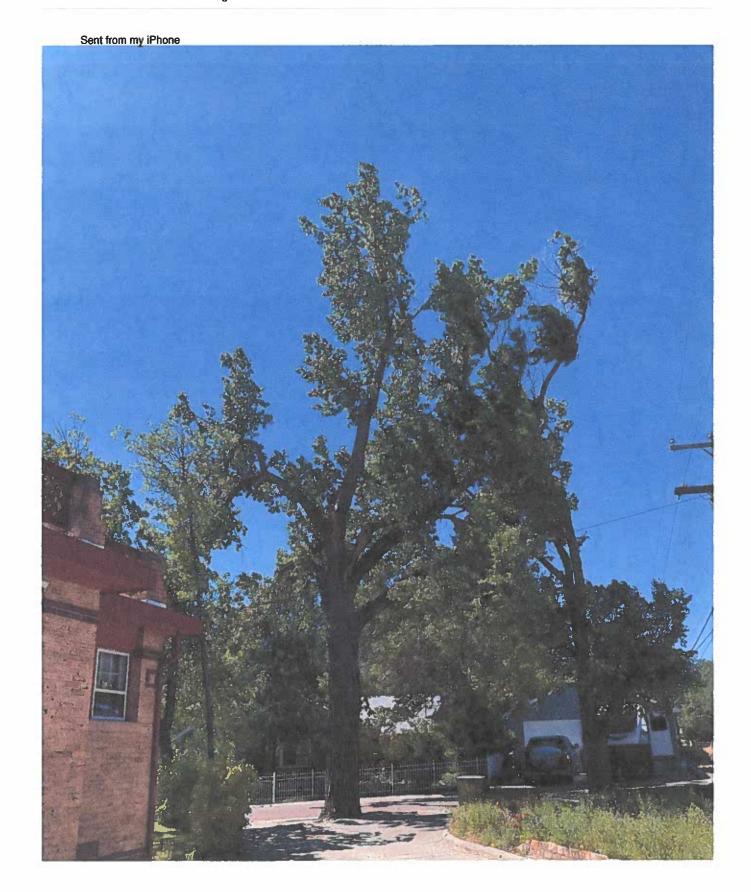
TREE CARE / LAWN ANALYSIS & ESTIMATE

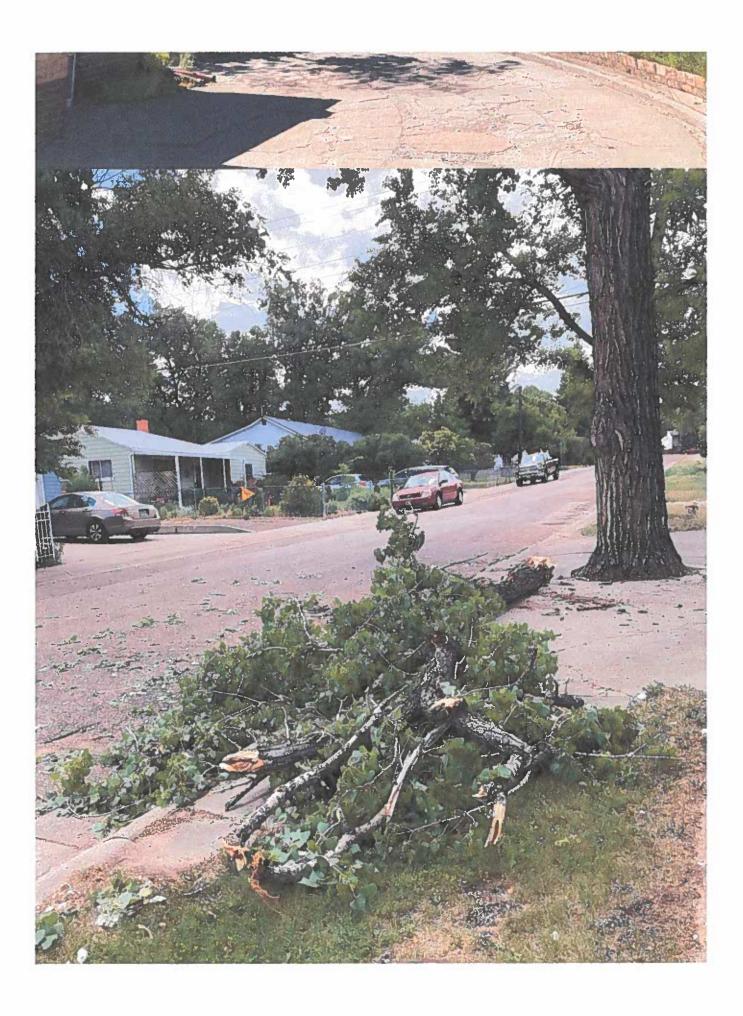
Name Mary A	Ke Hard		TREE SERVICE 933 Horseshoe Road	þ
Address 4215	4th street		Casper, WY 82604-201	
City / State / Zip Glen	rock. W. S.	2637	officeelk@aol.com	
Customer Email			Phone (Home) 259-600	94
Special Instructions			Phone (Work)	
Special instructions			Date 6-22-24	
		-	Accepted By	Phone
SERVICES PROVIDED	TREE DISEASE	S	Deep Root Feed / Insecticide (Promotes vigorous growth, fights stress and dis repells most target insects all season long.)	ease and
Tree Trimming/Removal	Canker		repells most target insects all season long.)	
	Fire Blight			
. Dans Doct Fastilization	Blight			14
Deep Root Fertilization	Mountain Pine Beetles			1000
With Seasonal Insecticides	Pine Needle Disease		-	
	Dutch Elm Disease		Amount \$	
Fruit Control/Ornamentals	Bacterial Wetwood		Tree Injections for:	
• Fruit Control/Ornamentals	Tip Blight			
	TREE INSECTS			
Cotton Control	Elm Beetles	0	Amount \$	- 21
	Aphids		Spraying for:	
D' 0 1 1	Borers			
Disease Control	Tent Caterpillers			
	General Mites/Spiders		Amount \$	
• Fungus Control	Scale			
Tree & Shrub Trimming Estimate; due &			er arrangements are made.	
We now accept: Visa, MasterCard, AmericanExpress,	and Discover. We will pay the 3.5% fee, unli	ess a coupon/disc	ount is received.	
- 2/1/	,	100	1 - 111 1	
- 1) Cottonu	road remount	+10NT	t, out to fow and	-70
1. Stany 1. Off in	10 Ho hauf de	burs.	w/discounts (2,65	
		- 9	All of the same English	Contraction and
	of part less			
Kills				
Lwont etumps ground &	Yes No	No.	et Sure	
I want stumps ground \$	162 140	L 140	Coule	
(Billed separately when finished) Prepared By:	int.		TOTAL COST \$ 3 4 3 9 2	,00
Completion Date:	/	30.1	10112 00014	90

ALL INVOICES PAID AFTER 30 DAYS MAY BE SUBJECT TO A \$20 LATE FEE.

From: Mary Alice Hand handmercer@gmail.com & Subject: Tree
Date: June 28, 2024 at 2:10 PM
To: John Mercer mercerhand@gmail.com







ANIMAL SHELTER AND HOLDING MEMORANDUM OF UNDERSTANDING BETWEEN EVANSVILLE AND GLENROCK

This Memorandum of Understanding ("MOU") is made and entered this _____ day of June, 2024, with and effective date of July 1, 2024, by and between the Town of Evansville, Wyoming, a Municipal Corporation, hereinafter sometimes referred to as Town of Evansville or Evansville, and the Town of Glenrock, Wyoming, a Municipal Corporation, hereinafter sometimes referred to as Town of Glenrock or Glenrock.

RECITALS

WHEREAS, the Town of Evansville, in keeping with its ordinances and resolutions, has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation of its ordinances and resolutions; and

WHEREAS, the Town of Evansville is moving forward with the development and construction of its own animal shelter to provide for the custody and control of animals that come into its possession, but is in need of temporary shelter facilities pending the completion of that construction project; and

WHEREAS, the Town of Glenrock, in keeping with its ordinances and resolutions, likewise has certain needs to address animal control within its municipal boundaries, including providing for the custody and control of animals that come into its possession through the operation ordinances and resolutions; and

WHEREAS, the Town of Glenrock, has established an animal holding facility for the housing of animals that come into its possession and control; and

WHEREAS, the Town of Evansville does not have an animal holding facility for the housing of animals that come into its possession and control; and

WHEREAS, the Town of Evansville and the Town of Glenrock desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control; and

WHEREAS, the Town of Evansville and the Town of Glenrock agree to exchange information and maintain communications in order to provide high levels of service and accountability to their citizens; and

WHEREAS, the Town of Evansville and the Town of Glenrock desire to coordinate, centralize, and economically work together for the benefit of the citizens of each community for animal care and control.

WHEREAS, the Town of Glenrock, for and in exchange for the consideration and covenants set forth in this Agreement is willing to provide the Town of Evansville certain animal control services

in the form of the utilization of its animal holding facility, and the Town of Evansville is desirous of acquiring the same from the Town of Glenrock;

NOW THEREFORE, in exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows:

AGREEMENT

The Town of Evansville will partner with the Town of Glenrock in the use of the Town of Glenrock's animal holding shelter, for the holding of animals that are impounded or surrendered within the Town of Evansville's municipal jurisdiction.

The Town of Glenrock agrees to house animals from the Town of Evansville in the Town of Glenrock' animal holding shelter in return for the receipt by the Town of Glenrock of the fees charged on a daily basis for each animal that is housed by the Town of Glenrock. These fees shall be known as Kennel Fees or impound fees.

The Towns agree impound fees or Kennel fees, as determined by Town of Evansville Ordinances, for animals housed from the Town of Evansville can be collected from those individuals responsible for the payment of the same by agents of either town.

The Town of Evansville will obtain and be responsible for veterinarian services as needed for all animals in its custody that are housed at the Glenrock animal holding facility.

The Town of Evansville will provide food for all of the animals in its custody that are housed at the Glenrock animal holding shelter. For purposes of this agreement, the Town of Glenrock may provide said food and be reimbursed by the Town of Evansville for the same or Evansville may supply the animal food itself.

The Town of Evansville will pay the Town of Glenrock \$10.00 for every animal that is not returned to its owner and to which no fees for housing are collected from any member of the public. This will be a lump sum for the total stay of the animal and not a daily fee. This amount is intended to serve as minimum collectable rent compensation to the Town of Glenrock for the use of space at its animal shelter facility by the Town of Evansville, in the event that Kennel or impound fees assessed are not collected for a given animal.

At a future established date, it will be provided that the animal control officers, or police officers of each jurisdiction will be able to assist in either town for animal control upon request, or agreement by the Chiefs of Police for either community.

The Town of Glenrock, and the Town of Evansville will review this MOU every ninety (90) days, starting ninety (90) days after the execution of this MOU, for adjustments or updates as needed.

Any party may withdraw from this agreement by providing the mayor of the other jurisdiction a written ninety (90) days advanced notice, sent via certified mail, or email with return-receipt requested.

The parties to this agreement are exclusive to each other and offer no third-party rights.

ENTERED INTO this day of June, 2024.	
ATTEST:	
Town of Evansville	
Janell Underwood Town Clerk	Candace Machado Candace Machado Mayor Town of Evansville
Town of Glenrock	
Tammy Taylor Town Clerk	Bruce Roumell Mayor Town of Glenrock
TOWN CAULE	Mayor TOWN OF CICITOCK

This Agreement shall be subject to the law of the State of Wyoming.

TOWN OF GLENROCK Claim Approval List Report ID: AP100 For the Accounting Period: 7/24

Page: 1 of 7

Hilltop National Bank

... Over spent expenditure

Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$	2.70400000	PO #	Fund Or	g Acct	Object Proj	Account
9641		161 TOWN OF GLENROCK	4,731.76						
Month:	ly Utilit	ies							
	06/22/2	4 1049 PK - Pioneer	95.02			101	5430	5480	1011
	06/22/2	4 11581 SH - New Shop	63.48			101	5223	5480	1011
	06/22/2	4 1071 PK - Tot Lot	23.10			101	5430	5480	1011
	06/22/2	4 1075 PK - Rookstool	23.10			101	5430	5480	1011
	06/22/2	4 1131 - PK - Triangle	933-54			101	5430	5480	1011
	06/22/2	4 11387 - CB - Commerce Bldg	111.83			117	5540	5480	1011
	06/22/2	4 11027 - TS - Town Square	90.49			101	5440	5480	1011
	06/22/2	4 6226 - PK - Ballfield	2,018.85			101	5430	5480	1011
	06/22/2	4 11357 - PK - Dorsey	93.25			101	5430	5480	1011
	06/22/2	4 1021 - SH - Shop	86.58			101	5221	5480	1011
	06/22/2	4 5001 - PK - Shelter Area	326,64			101	5430	5480	1011
	06/22/2	4 5003 - LB - Lincoln Bldg	453.79			119	5550	5480	1011
	06/22/2	4 5004 - TH - City Hall	111.03			101	5021	5480	1011
	06/22/2	4 11580 - PW - Wash Bay	63.48			101	5221	5480	1011
	06/22/2	4 1154 - PK - Doerkin #2	15.75			101	5430	5480	1011
	06/22/2	4 40001 - PK - Doerkin #1	15.75			101	5430	5480	1011
	06/22/2	4 11194 - PK - Concession Stand	23.10			101	5430	5480	1011
	06/22/2	4 11011 - PK - 303 W Birch	15.75			101	5430	5480	1011
	06/22/2	4 1189 - PK - Pathway Irrigation	23.10			101	5430	5480	1011
	06/22/2	4 11056 - SH - 111 S 8th	15,75			101	5221	5480	1011
	06/22/2	4 11400 - BRC - Sharps	111.83			118	5505	5510	1011
	06/22/2	4 11403 - BRC - Paint Building	15.75			118	5505	5510	1011
	06/22/2	4 11404 - BRC - Irrigation	0.00			118	5505	5510	1011
		Claim	from another period	od (6/24) ****					
9646		1358 AMAZON CAPITAL SERVICES	54.94						
IT - F	Hardware								
	1DTR 06/	24/24 IT - Hardware	54.94			101	5004	5545	1011
		*** Claim	from another perio	od [6/24] ****					
9647		835 TAMMY TAYLOR	15.00						
PW - P	Reimburse	ment for Title							
	271148 0	6/17/24 PW - Title Reimbursement	15.00			101	5221	5560	1011
		*** Claim	from another perio	od (6/24) ****					
9648		1586 PEPSI COLA CASPER	245.00						
TS - C	Concessio	ns							
	21992272	24 06/20/24 TS - Concessions	120.00			101	5440	5807	1011
	21992280	20 06/27/24 TS - Concessions	125.00			101	5440	5807	1011

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TOWN OF GLENROCK Claim Approval List For the Accounting Period: 7/24

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Hilltop National Bank

* ... Over spent expenditure

Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$	- C71-642-Upl W	PO #	Fund C	org Acct	Object Proj	Account
9658		69 HAWKINS, INC.	20.00						
WA -	Chlorine								
	6784111	06/15/24 WA - Chlorine	20.00			241	5701	5400	1011
9659		1359 VYVE BROADBAND	769.62						
	Broadband								
	06/16/2	24 TS - Broadband	769.62			101	5440	5480	1011
		644 FERGUSON WATERWORKS #1116	351.78						
	Supplies								
	1532358	06/20/24 SW - Supplies	351.78			242	5710	5590	1011
9661		45 ENERGY LABORATORIES, INC	521.00						
		Effluent							
	638423 (06/24/24 SW - Influent/Effluent	521.00			242	5710	5400	1011
9662		1606 ABILITY CUSTOMS BROKERS	3,142.73						
	Equipment								
	25008-01	06/27/24 TS - Equipment	3,142.73			101	5440	5790	1011
		507 MOUNTAIN WEST/WERCS COMM. INC.	67.95						
HC -	Internet					2.54	2792	2112	
	20240703	: 07/01/24 HC- Internet	67.95			101	5460	5450	1011
		1605 JONATHAN POSS	93.07						
	Refund 6078-02	06/25/24 WA - Refund	93.07			241	4601		1011
		*** Claim fr	om another perio	od (6/24) ****					
		1604 SECURE GUNZ LLC	577.50						
	Events	22.424 #0 #	202.50			101	5440	5806	1011
		23/24 TS - Events	297.50			101			1011
	888 U6/2	29/24 TS - Events	280,00			101	5440	5806	1011
		110 MENARDS	37,02						
	Supplies					505	9523	55.22	8000
	88994 06	5/24/24 PK - Supplies	37, 02			101	5430	5590	1011
		1492 IT'S THE LITTLE THINGS IN LIFE	630,00						
	Concessio								****
	11 06/26	5/24 TS - Concessions	630.00			101	5440	5807	1011

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Claim Approval List
For the Accounting Period: 7/24

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Hilltop National Bank

* ... Over spent expenditure

Claim	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
9680		1307 DOOLEY OIL INC.	787.2	1					
PW -	Fuel								
	357570 (07/01/24 PW - Fuel	787.21			101	5201	5570	1011
		*** Claim	from another per	iod (6/24) ****					
9681		1409 PRICE CLEANING SERVICES	1,450.0	0					
TH &	CB - Clea	aning Service							
	38 07/02	2/24 TH - Cleaning Service	1,450.00			101	5021	5510	1011

of Claims 35 Total: 35,017.35

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TOWN OF GLENROCK Claim Approval Signature Page For the Accounting Period: 7 / 24

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We the undersigned affirm that the charges are true 8th day of July, 2024.	and correct and accurately reflect the char	ges due to the Town of Glenrock this
Mayor Bruce Roumell	Council Member Judi Colling	Council Member Roy Kincaid
Council Member John Moulton	Council Member Margaret Nunn	Treasurer Kelly Lewis