

## Notice

The Hot Springs County Board of Commissioners is asking County Residents to apply to serve on the Big Horn Basin Nature & Discovery Center Joint Powers Board, one position is open to fill an unexpired term due to resignation. The open position is appointed by both the County and Town and an application needs to be submitted with both entities.

Residents of Hot Springs County interested in applying to serve on this Board should submit a County Board Application (available on the County website [www.hscounty.com](http://www.hscounty.com) or at the County Clerk's Office) to the Hot Springs County Clerk's Office no later than 5:00 p.m. Thursday, February 15, 2024. Applications will be considered and appointments made at the Hot Springs County Commissioners meeting February 20, 2024.

Becky Kersten  
Hot Springs County Clerk

Pub. Feb. 1 & 8, 2023 No. 1535

## Notice of application for 2024-2025 Liquor License Renewals.

Notice is hereby given that on the dates given, the following applications were received for liquor license renewals. RETAIL: OEB LLC, 528 Broadway St., January 18, 2024; 7 Lazy S Café & Bar LLC, 109 S. 6th, January 17, 2024; Compass Realty Group/Thermopolis Liquors, 615 S. 6th, January 23, 2024; Mack's Market Inc., 600 S. 6th, December 18, 2023; OEB Saloon, LLC, 500 S. 6th, January 18, 2024; Grand Cru Enterprises LLC, 735 S 6th, December 18, 2023; Maverik Inc., 425 S. 6th, January 17, 2024; Big Spring Spa LLC/Safari Club, 115 E. Park, January 24, 2024. BAR & GRILL: OEB LLC/One Eyed Buffalo Brewing Co., 528 Broadway, January 18, 2024; Lopez, Inc., Los Cabos, 942 Shoshoni, January 11, 2024. MICROBREWERY: OEB LLC/One Eyed Buffalo Brewing Co., 528 Broadway, January 18, 2024. LIMITED RETAIL: VFW Post #2281, 302 Broadway, January 18, 2024. Protest, if there be any, against issuance of any of these licenses, will be heard at the hour of 7:00 p.m., February 20, 2024, at the Thermopolis Town Hall, 420 Broadway.

Tracey Van Heule,  
Thermopolis Town Clerk

Pub. Feb. 1 & 8, 2024 No. 1536

## NOTICE OF SERVICE BY PUBLICATION

You, ZACHARY T.R. ANDERSON and VICTORIA E.L. ANDERSON, are hereby notified that Dan. O. Caldwell III has filed a complaint for Quiet Title against you in the Fifth Judicial District Court in Hot Springs County, Wyoming, titled *Dan O. Caldwell III, Plaintiff vs. Zachary T.R. Anderson and Victoria E.L. Anderson, Defendants*, Civil Action No. CV 23-51 on the 13th day of November, 2023. You are further notified that pursuant to Rule 4, WRCP you have thirty (30) days from the date of the last publication within which to answer or otherwise plead to the complaint, failing which judgement by default may be taken against you.

Kris McNeff  
Clerk of District Court

Pub. Feb. 1, 8, 15 and 22, 2024 No. 1537

## Request for Proposals (RFP) Hospital Clinic Addition and Renovation

Requested by:

Hot Springs County Hospital District  
150 E Arapahoe Street  
Thermopolis, WY 82443  
307-864-3121

Hot Springs County Hospital District hereby invites interested firms (Professional Service Providers) to submit a response to this Request for Proposals (RFP) for General Contractor services in support of a hospital clinic addition located in Thermopolis, WY.

It is intended that this project will be limited to the construction portion only.

The purpose of this RFP is to assist with our selection of a General Contracting firm via written submittal. Based upon the proposals received, HSCHD will invite a "short list" of respondents to make presentations to determine final selection.

To request the complete RFP and construction documents, please contact:

Scott Alwin, CEO  
Hot Springs Health  
scott.alwin@mail.hscmh.org

Proposals must be received at Hot Springs

Health, 150 E. Arapahoe Street, Thermopolis, WY 82443 by **March 1, 2024, 4:00 PM MST.**

Pub. Feb. 1, 8 & 15, 2024 No. 1539

## NOTICE OF SALE

There is a 2010 GMS Acadia, gold, with VIN# 1gklrked7aj145840 that will be sold at Sheriff's public auction on the front steps of the Hot Springs County Courthouse on February 6, 2024, at 11:00 a.m. This sale is to satisfy abandoned vehicle costs against Cindy L. Lane on the above listed vehicle by Hot Springs County Sheriff's Office in the amount of \$246.56.000. Proof of funds required to bid.

Pub. Jan. 25 & Feb. 1, 2024 No. 1541

## NOTICE OF SALE

There is a 1996 Rockwood Travel Trailer, white, with VIN# 1RWCFM619TF017053 and two kayaks that will be sold at Sheriff's public auction on the front steps of the Hot Springs County Courthouse on February 6, 2024, at 11:00 a.m. This sale is to satisfy abandoned vehicle costs against Michelle Clark on the above listed vehicle by Hot Springs County Sheriff's Office in the amount of \$257.56. Proof of funds required to bid.

Pub. Jan. 25 & Feb. 1, 2024 No. 1540

## NOTICE OF SALE

There is a 2001 Chrysler Sebring, black, with VIN# 1C3EL55UX1N604976 that will be sold at Sheriff's public auction on the front steps of the Hot Springs County Courthouse on February 6, 2024, at 11:00 a.m. This sale is to satisfy abandoned vehicle costs against Elaine Reynolds on the above listed vehicle by Hot Springs County Sheriff's Office in the amount of \$246.56. Proof of funds required to bid.

Pub. Jan. 25 & Feb. 1, 2024 No. 1542

## NOTICE OF EXECUTION SALE

Notice is hereby given that a Civil Judgment was rendered in the Circuit Court of Hot Springs County, Wyoming, civil action number CV-2023-81, whereby Paintbrush Inn was Plaintiff and Noah Welch was the Defendant, and such Judgment was rendered in favor of the Plaintiff and against the Defendants with the current balance owing in the sum of \$4,344.85 plus costs and accruing interest, and the undersigned Sheriff, pursuant to an execution issued by such Court, has levied on the following described property:

(1) Hisense 50" TV S/N: 50G2026AJH07273; (1) Playstation 4 S/N: MB687864153; (1) Playstation 3 S/N: CF420589895; (1) Playstation 2 S/N: U2792142; (1) TCL Soundbar S/N: TVT2037013030; (2) Playstation 4 Controllers; (3) SNES Controllers; (1) Super Nintendo Entertainment System S/N: UN807186860; (1) SNES Super Mario Kart; (1) SNES Super Mario World; (1) SNES Super Black Bass; (1) SNES Indiana Jones Greatest Adventures; (1) SNES Jurassic Park; (1) Panasonic TV S/N: QB21460154; (1) Panasonic TV Remote S/N: TZZ00000005A; (1) Avenger Movies Phase 1 Box Set; (1) Avenger Movies Phase 2 Box Set; (1) Avenger Movies Phase 3 Box Set; (1) Green Skull Candy Headphones; (1) DeWalt Drill S/N: DCD996; (1) GE Air Conditioner 5150 BEU; (1) Instant Pot A5219CU; (1) Glass TV Stand

Notice is further given that said property is currently being stored by the Hot Springs County Sheriff's Office and that the undersigned Sheriff or his representative, pursuant to said Judgment, will sell the above described property at public sale, to the highest bidder for cash on the steps of the Hot Springs County Courthouse, 415 Arapahoe, Thermopolis, Wyoming, on the 20th day of February, 2024, at the hour of 11:00 a.m.

Dated this 4th day of December, 2023.

Hot Springs County  
Sheriff's Office  
Jeremie Kraushaar, Sheriff

Pub. Feb. 8 & 15, 2024 No. 1543

## AMENDMENT ONE TO PROJECT AGREEMENT OWL CREEK IRRIGATION DISTRICT SYSTEM IMPROVEMENTS 2022

**1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COM-

MISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and OWL CREEK IRRIGATION DISTRICT, Hot Springs County, Wyoming, a duly organized irrigation district existing under the laws of that state (SPONSOR), whose address is: OWL CREEK IRRIGATION DISTRICT, PO BOX 509, Thermopolis, WY 82443.

**2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to supplement the PROJECT with funding from the Sponsor's Contingency Fund.

The original Project Agreement, dated July 14, 2022, authorized the design, construction, and operation of the Owl Creek Irrigation District System Improvements (PROJECT); described the PROJECT; specified terms for funding the PROJECT; and provided for financing through the COMMISSION from the Wyoming Water Development Account IL

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

## 4. Amendments.

**A. PROJECT Loan and Grant.** The PROJECT funding as set forth in Section 4.A. of the original Project Agreement is hereby amended to read as follows:

"4.A. A sum not to exceed SIX MILLION FORTY THOUSAND DOLLARS (\$6,040,000.00) shall be disbursed to the SPONSOR for the purpose of completing the aforementioned PROJECT. The funds are divided as follows:

1. A grant to the SPONSOR of not more than FOUR MILLION SIX HUNDRED NINETY THOUSAND DOLLARS (\$4,690,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less until it is entirely disbursed, followed by:

2. A grant to the SPONSOR of not more than SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) or seventy-five percent (75%) of the additional funds needed to complete the PROJECT, whichever is less.

3. A loan to the SPONSOR of not more than THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) or five percent (5%) of the actual development costs, whichever is less, for a term of thirty (30) years at an annual interest rate of four percent (4%) until it is entirely disbursed, followed by:

4. A loan to the SPONSOR of not more than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) or twenty five percent (25%) of the actual funds needed to complete the PROJECT whichever is less."

**B. Loan Documents.** 4.C. of the original Project Agreement is hereby amended to read as follows:

"4.C. SPONSOR shall execute a promissory note, secured by a security agreement that encumbers, pledges, and assigns to the COMMISSION revenues received or due under the assessment roll of the SPONSOR created as required by Wyoming statutes together with all the SPONSOR'S right, title, and interest the SPONSOR now has or may hereafter acquire in and to any of those revenues together with all proceeds of it, in an amount sufficient to meet the SPONSOR'S obligations as outlined in Section 4 of this Agreement. Such, promissory note, dated \_\_\_\_\_ and security agreement, dated \_\_\_\_\_ are attached to and incorporated into this Agreement by this reference. Pursuant to statute, the Attorney General's Office will review and approve the adequacy of security offered by the SPONSOR before any funds under this Agreement will be disbursed."

**C. Disbursement Proportions.** The disbursement of funds as set forth in Section 4.M. of the original Project Agreement is hereby amended to read as follows:

"4.M. Funds described in Section 4.A.(1) shall be entirely disbursed prior to any funding described in Section 4.A.(2) being disbursed. Each disbursement of funds described in Section 4.A.(1) shall be an amount equal to sixty-seven percent (67%) of each request eligible for PROJECT funds. Each disbursement of funds described in Section 4.A.(2) shall be an amount equal to seventy-five percent (75%) of each request eligible for PROJECT funds.

Funds described in Section 4.A.(3) shall be entirely disbursed prior to any funding described in Section 4.A.(4) being disbursed. Each disbursement of funds described in Section 4.A.(3) shall be an amount equal to five percent (5%) of each request eligible for PROJECT funds. Each disbursement of funds described in Section 4.A.(4) shall be an amount equal to twenty-five percent (25%) of each request eligible for PROJECT funds.

If the COMMISSION approves and the SPONSOR elects to proceed, the SPONSOR shall, regardless of the expected cost of the PROJECT, complete the PROJECT and be responsible for all actual PROJECT costs in excess of SIX MILLION FORTY THOUSAND DOLLARS (\$6,040,000.00)."

## 5. Special Provisions.

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement.

**C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this Amendment until this Amendment is fully executed and returned to the COMMISSION.

## 6. General Provisions.

**A. Entirety of Agreement.** The original Project Agreement, consisting of eleven (11) pages; this Amendment One, consisting of four (4) pages, the Second Promissory Note dated \_\_\_\_\_ consisting of two (2) pages; and the Second Security Agreement, dated \_\_\_\_\_ consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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

The Effective Date of this Amendment is the date of the signature last affixed to this page.

## WYOMING WATER DEVELOPMENT COMMISSION

/s/ Ron Kailey, Jr. 1/10/24  
Ron Kailey, Jr, Chairman Date

/s/ Lee Craig 1/10/24  
Leonard A. "Lee" Craig, Date  
Secretary

## OWL CREEK IRRIGATION DISTRICT

/s/ Matt Brown 1/23/24  
Matt Brown, Chairman Date

/s/ Jerry Lake 1/23/24  
Jerry Lake, Date  
Vice Chairman

/s/ Paul Ward 1/22/24  
Paul Ward, Date  
Secretary/Treasurer

## ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

/s/ Meg Pope #236510 1/9/24  
Megan Pope, Date  
Senior Assistant  
Attorney General

Pub. Feb. 8, 2024 No. 1544