



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA**

Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner
Steve Schlager, Commissioner

Tuesday, January 17, 2017 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

- 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**



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner
Steve Schlager, Commissioner

CONSENT AGENDA

Tuesday, January 17, 2017 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF JANUARY 3, 2017 MEETING MINUTES

II. APPROVAL OF BILLS – \$1,934,797.39

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

- A. Contract Regarding Nordic Trail Passes between NC, WY & Crazy Pedaler Bike & Hike, LLC
- B. Contract Regarding Nordic Trail Passes between NC, WY & BLS Superstars, LLC dba/ Zeelo's

Cranks N Planks

- C. Contract Regarding Nordic Trail Passes between NC, WY & 42° North, LLC
- D. Contract Regarding Nordic Trail Passes between NC, WY & Mountain Sports, Inc.

IV. STATEMENT OF EARNINGS

| | |
|-----------------|---------------------|
| County Clerk | \$87,134.95 |
| Mtn/Parks | \$6,781.50 |
| Planning | \$2,140.57 |
| Lake | \$3,585.00 |
| TOTALING | \$135,996.02 |

V. BONDS

- A. Dave Drell- Town of Barn Nunn - Judge

VI. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING: \$(4,807.53): 2016 CASPER INDUSTRIAL CENTER LLC

VI. BOCC BOARD APPOINTMENTS (1/2016 – 12/2017)

- A. WCCA BOD: Rob Hendry
- B. Vista West/West Gate JPB: Steve Schlager
- C. Fire Control Board/Fire Fighters of NC: Rob Hendry
- D. Hall of Justice JPB: Rob Hendry & Steve Schlager
- E. Detention Center JPB: Rob Hendry & Steve Schlager
- F. ARAJPB: Ed Opella
- G. Regional Water System JPB: John Lawson
- H. CAEDA: Forrest Chadwick
- I. MHBOT: John Lawson
- J. Central WY Fairgrounds: Forrest Chadwick
- K. EDJPB: Forrest Chadwick & John Lawson
- L. NC School Recreation Board: Matt Keating
- M. Juvenile Planning JPB: Matt Keating
- N. CNFR: Matt Keating
- O. NCIA BOT: Rob Hendry
- P. Health Board: Forrest Chadwick
- Q. MPO Policy: John Lawson (Forrest Chadwick)
- R. NCPL BOT: John Lawson

- S. PSCC: Forrest Chadwick (John Lawson)
- T. Infoshare: Steve Schlager
- U. GIS: Steve Schlager
- V. Metro Oversight Committee – Steve Schlager

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
January 3, 2017**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Chairman Chadwick opened the floor for nominations for the election of Chairman and Vice-chairman. Commissioner Schlager nominated Commissioner Keating for Chairman. Commissioner Hendry nominated Commissioner Lawson for Chairman and Commissioner Chadwick for Vice-Chairman. Commissioner Keating nominated Commissioner Schlager for Vice-Chairman.

Nominations were taken in order as received: Commissioner Keating for Chairman-2 votes, Commissioner Lawson for Chairman and Commissioner Chadwick for Vice-Chairman-3 votes, Commissioner Schlager for Vice-Chairman-2 votes.

Commissioner Lawson was elected ill be Chairman and Commissioner Chadwick electedwill be Vice-Chairman.

Consent Agenda:

Commissioner Hendry moved for approval of the Consent Agenda. Commissioner Schlager seconded the motion. Motion carried.

Public Hearings:

PS16-6

Jason Gutierrez, Development, reported onthis is an application by Vernon Boyce for the Boyce Subdivision, consisting of 6.413 acres located in the SW/4 of Section 29, Township 34 North, Range 79 West, of the 61Principal Meridian, Natrona County, Wyoming. The Subdivision is accessed from Salt Creek Highway.

Chairman Lawson opened up the public hearing.

Speaking in favor: Peter Boyce (Casper), Vernon Boyce (Casper)

Speaking in opposition: none

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

Commissioner Hendry moved for approval incorporating staff's proposed findings of facts. Commissioner Chadwick seconded the motion. Motion approved.

PS16-4

Jason Gutierrez, Development, reported onthis is a request by Mountain Properties, LLC represented by Nancy Yust for approval of a final plat for the Sunburst Acres Subdivision, a major subdivision consisting of approximately 69.85 acres divided into 6 lots located in

portions of Sections 17 & 18, Township 32 North, Range 79 West of the 61 Principal Meridian, Natrona County, Wyoming. The parcels are located off Micro Road.

Chairman Lawson opened up the public hearing.

Speaking in favor: Nancy Yust (Casper)

Speaking in opposition: none

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

Commissioner Chadwick moved for approval incorporating staff's proposed findings of facts. Commissioner Hendry seconded the motion. Motion approved.

CUP16- 5

Jason Gutierrez, Development, reported on this is an application from Floyd and Jennee Sorensen for a Conditional Use Permit for the parking and storage of four large semi-trucks with flatbed trailers as "Other Similar and Compatible Uses, as Determined by the Board" located in a portion of the NW/4 SW/4 of Section 6, Township 33 North, Range 80 West of the 61 Principle Meridian, Natrona County, Wyoming. More commonly referred to as 10100 Poison Spider Rd, legal description being Kennerknecht Simple Tr 1.

Chairman Lawson opened up the public hearing.

Commissioner Hendry moved to send item back to the Planning & Zoning Commission for recommendation. Commissioner Keating moved to move forward with presentation and listen to applicant.

Jason Gutierrez reported Planning & Zoning Commission did not take action and staff recommended against approval due to safety concerns.

After much discussion, Commissioner Chadwick called for the question. Commissioner Keating and Commissioner Schlager were opposed to sending back to Planning and Zoning Commission for recommendation. Commissioner Hendry, Commissioner Chadwick and Chairman Lawson were in favor of sending item back to the Planning and Zoning for recommendation. Motion carried.

Public Comments:

Chairman Lawson opened the floor to Public Comments.

Floyd Sorensen (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Lawson opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 6:28 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

John Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

| | | | |
|--------------------------------|------------|--------------------------------|--------------|
| AFLAC | 6,646.32 | MATTHEW BENDER & CO/DALLAS | 143.10 |
| AG DEPT | 9,472.61 | MIDWEST HOSE & SPECIALTY INC | 260.66 |
| AIRCRAFT BLUEBOOK | 158.18 | MIDWEST MEDICAL SUPPLY | 736.18 |
| AIRGAS USA LLC | 191.56 | MILLS, TOWN OF | 562.08 |
| ALICE TRAINING INSTITUTE LLC | 850.00 | MIQUELLE'S CONSULTING, INC. | 49.50 |
| ALSCO | 159.68 | MOUNTAIN STATES LITHOGRAPHING | 293.15 |
| AMAZON CAPITAL SERVICES | 275.57 | MY EDUCATIONAL RESOURCES | 18.00 |
| AMERICAN MEDICAL BROKERS | 5,331.28 | NAPA AUTO PARTS | 860.01 |
| ANIXTER, INC/DALLAS | 1,035.06 | NATRONA COUNTY TREASURER | 4,099.96 |
| ASSESSOR | 47,630.93 | ORCHARD TRUST COMPANY LLC | 7,420.00 |
| ATLAS OFFICE PRODUCTS | 2,370.15 | PACIFIC STEEL & RECYCLING | 359.75 |
| BIG D OIL | 494.31 | PAETEC | 14.40 |
| BLACK HILLS ENERGY | 11,535.97 | PLANSOURCE | 1,681.50 |
| BLUETARP FINANCIAL | 39.99 | PLANSOURCE | 500.00 |
| BRAKE SUPPLY CO INC | 178.32 | POSTMASTER/MILLS | 63.00 |
| CASPER STAR TRIBUNE/CASPER | 1,843.76 | POWDER RIVER SHREDDERS LLC | 158.00 |
| CASPER TIRE LLC | 670.00 | R&B/ADMIN | 65,829.51 |
| CENTRAL WYOMING FAIR AND RODEO | 50,435.00 | R&B/LAKE | 10,468.33 |
| CENTURY LINK-MONROE | 6,069.26 | R&B/PARKS DEPT | 11,537.54 |
| CENTURYLINK BUSINESS SERVICES | 950.00 | R&B/VEHICLE SERVICE | 14,807.07 |
| CHARTER COMMUNICATIONS | 926.26 | REGIONAL TRAINING CENTER | 715.00 |
| CHILD SUPPORT ENFORC | 55,583.01 | RICOH USA INC | 291.01 |
| CIVIL ENGINEERING | 157.50 | RT COMMUNICATIONS INC | 39.38 |
| CLERK OF COURT/ADMIN | 41,514.28 | SHAMROCK FOODS COMPANY | 7,247.48 |
| CLERK OF DISTRICT COURT | 2,450.00 | SHEET METAL SPECIALTIES | 407.07 |
| CLERK/ADMIN | 64,409.82 | SHERIFF/ADMIN | 286,968.37 |
| COCA-COLA BOTTLING COMPANY | 126.10 | SHERIFF/COURTHOUSE SECURITY | 55,815.53 |
| COLONIAL LIFE & ACCIDENT | 197.48 | SHERIFF/EMERG MANAG | 9,485.02 |
| COMM/ADMIN | 12,991.62 | SHERIFF/JDC | 3,500.04 |
| COMM/COUNTY ATTORNEY | 21,263.33 | SHERIFF/NEW JAIL | 427,623.28 |
| COMM/COUNTY DEVELOPMENT | 35,960.21 | SINCLAIR FLEET TRACK | 259.30 |
| COMM/MAINT.SALARIES | 18,694.12 | SOURCE OFFICE & TECHNOLOGY | 139.89 |
| CORONER | 15,933.76 | SPRING HILL PRESS | 500.00 |
| COWBOY CHEMICAL | 681.00 | STERLING INFOSYSTEMS INC | 764.00 |
| DEWITT WATER SYSTEMS & SERVICE | 126.00 | STOTZ EQUIPMENT | 344.01 |
| DISTAD, ERIC A | 3,000.00 | TREASURER | 44,904.34 |
| DLT SOLUTIONS INC | 171.02 | TYLER RYAN ENDERS | 192.24 |
| DOOLEY OIL/CASPER | 16,278.79 | U.S. FISH & WILDLIFE SERVICE | 100.00 |
| DRUG COURT | 16,250.05 | UNITED WAY OF NC | 204.75 |
| EXPRESS PRINTING | 243.00 | VALIC | 75.00 |
| FIRST INTERSTATE BANK | 6,915.69 | VERIZON WIRELESS | 6,414.67 |
| FREMONT MOTOR LANDER, INC | 194,073.50 | WALLING, HEIDI J | 4,946.50 |
| GASTROENTEROLOGY ASSOC PC | 140.00 | WASTE CONNECTIONS INC. | 253.09 |
| GRAINGER | 2,059.34 | WEAR PARTS INC | 292.43 |
| HEALTHSMART BENEFIT SOLUTIONS | 560.00 | WESTERN WYOMING LOCK & SAFE | 74.00 |
| HIGH PLAINS POWER INC | 761.37 | WHITE'S MOUNTAIN MOTORS | 420.56 |
| HOSE & RUBBER SUPPLY | 141.95 | WILLIAMS, PORTER, DAY | 166.50 |
| ICMA RETIREMENT TRUST-457 | 1,230.00 | WILLOUGHBY, PHILLIP T. | 9,340.00 |
| INFOR TECH | 37,872.48 | WY DEPT OF WORKFORCE SERVICES | 36,752.74 |
| INSTACARE CENTER OF CASPER INC | 85.00 | WYOMING RETIREMENT SYSTEM | 217,788.31 |
| JACK'S TRUCK & EQUIPMENT | 137.26 | WYOMING STEEL RECYCLING IRON & | 17.68 |
| JOHN DEERE FINANCIAL | 265.27 | | |
| LIFETIME HEALTH & FITNESS | 1,356.30 | | 1,934,797.39 |

**CONTRACT REGARDING NORDIC TRAIL PASSES
BETWEEN NATRONA COUNTY, WYOMING AND CRAZY PEDALER BIKE & HIKE, LLC.**

1. **Parties.** The parties to this contract are Natrona County ("County") and Crazy Pedaler Bike & Hike, LLC. ("Contractor"). The parties' respective contact information is:

Natrona County Parks Dept.
538 SW Wyoming BLVD
Mills, WY 82644

Crazy Pedaler Bike & Hike, LLC
242 West 1st Street
Casper, WY 82601

2. **Purpose of Contract.** The purpose of this Contract is to define the agreement between County and Contractor regarding the sale of Natrona County Nordic Trails Passes ("Passes"). In consideration of the covenants herein, the parties agree as follows:
- A. **Contractor's Responsibilities.** Contractor, itself, through its employees, and/or its other agents shall:
- i. Stock Pass Forms in its store at 242 West 1st Street, Casper, Wyoming;
 - ii. Sell and collect payment for Passes for the price designated by County;
 - iii. Collect a completed Pass Form from each purchaser of a Pass(es);
 - iv. Deliver all completed Pass Forms to County within 48 hours of receiving the Pass Form; and
 - v. Remit to County 90% of the price of each Pass it sells, within a reasonable time.
- B. **County's Responsibilities.** County, itself, through its employees, and/or its other agents shall:
- i. Grant Contractor a non-exclusive right to sell Passes;
 - ii. Provide Passes and Pass Forms to Contractor; and
 - iii. Permit Contractor to keep 10% of the price of each Pass that Contractor sells.
3. **Effective Date and Term of Contract.** This Contract becomes effective upon the date of the last required signature. The term of this Contract is one year from the date the Contract is fully executed.
4. **General Provisions.**
- A. **Contract Renewal.** After the expiration of a term of this Contract, it will automatically renew for a term of one year unless a party notified the other party of its intent to not renew the contract. Neither party has a right to renew this Contract.
- B. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
- C. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
- D. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
- E. **Waiver.** If a party waives a breach by the other party of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- F. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
- i. Immediately terminate this Contract, and/or
 - ii. Give written notice and time to cure the breach to Contractor, and/or
 - iii. Demand specific performance in accordance with this Contract, and/or
 - iv. Pursue any other remedy allowed by law.

- G. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
- H. **Notices.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- I. **Audit/Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County, its auditor(s), and its other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
- J. **Award of Related Contracts.** County may enter other contracts for services similar to and related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- L. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- M. **Independent Contractor.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is solely liable for any civil liability arising from its performance of this Contract. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract. Contractor shall not and cannot incur any obligation or liability on behalf of County.
- N. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- O. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. The Occupational Health and Safety Act (Wyo. Stat. §§ 27-11-101 - 27-11-114) ("OSHA"),
 - ii. the Civil Rights Act of 1964,
 - iii. the Fair Labor Standards Act,
 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.),
 - vi. the Age Discrimination Act of 1975 (ADEA),
 - vii. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, et seq.), and
 - viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.).
- P. **Conflict of Interest.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- Q. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- R. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, fire, flood, earthquake, unusually severe weather, acts of a public enemy, epidemic, quarantine

restriction, and freight embargo. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.

- S. **Timeline.** Time is of the essence in performance of this Contract.
- T. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- U. **Entire Contract.** This document consisting of three pages constitutes the entire agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- V. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may initiate renegotiation of the portion(s) affected by the severance.
- W. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

Crazy Pedaler Bike & Hike, LLC

Chair, Board of County Commissioners Date



Tia Leschin, President Date

ATTEST:

County Clerk Date



Approved as to form
County Legal Department

**CONTRACT REGARDING NORDIC TRAIL PASSES
BETWEEN NATRONA COUNTY, WYOMING AND BLS SUPERSTARS LLC DBA ZEELO'S
CRANKS N PLANKS.**

1. **Parties.** The parties to this contract are Natrona County ("County") and BLS Superstars LLC dba Zeelo's Cranks N Planks ("Contractor"). The parties' respective contact information is:

Natrona County Parks Dept.
538 SW Wyoming BLVD
Mills, WY 82644

BLS Superstars LLC, dba Zeelo's Cranks N Planks
4250 S. Poplar Street
Casper, WY 82601

2. **Purpose of Contract.** The purpose of this Contract is to define the agreement between County and Contractor regarding the sale of Natrona County Nordic Trails Passes ("Passes"). In consideration of the covenants herein, the parties agree as follows:

- A. **Contractor's Responsibilities.** Contractor, itself, through its employees, and/or its other agents shall:
- i. Stock Pass Forms in its store at 4250 S. Poplar Street, Casper, Wyoming;
 - ii. Sell and collect payment for Passes for the price designated by County;
 - iii. Collect a completed Pass Form from each purchaser of a Pass(es);
 - iv. Deliver all completed Pass Forms to County within 48 hours of receiving the Pass Form; and
 - v. Remit to County 90% of the price of each Pass it sells, within a reasonable time.
- B. **County's Responsibilities.** County, itself, through its employees, and/or its other agents shall:
- i. Grant Contractor a non-exclusive right to sell Passes;
 - ii. Provide Passes and Pass Forms to Contractor; and
 - iii. Permit Contractor to keep 10% of the price of each Pass that Contractor sells.

3. **Effective Date and Term of Contract.** This Contract becomes effective upon the date of the last required signature. The term of this Contract is one year from the date the Contract is fully executed.

4. **General Provisions.**

- A. **Contract Renewal.** After the expiration of a term of this Contract, it will automatically renew for a term of one year unless a party notified the other party of its intent to not renew the contract. Neither party has a right to renew this Contract.
- B. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
- C. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
- D. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
- E. **Waiver.** If a party waives a breach by the other party of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- F. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
- i. Immediately terminate this Contract, and/or
 - ii. Give written notice and time to cure the breach to Contractor, and/or
 - iii. Demand specific performance in accordance with this Contract, and/or
 - iv. Pursue any other remedy allowed by law.

- G. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
- H. **Notices.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- I. **Audit/Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County, its auditor(s), and its other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
- J. **Award of Related Contracts.** County may enter other contracts for services similar to and related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- L. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- M. **Independent Contractor.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is solely liable for any civil liability arising from its performance of this Contract. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract. Contractor shall not and cannot incur any obligation or liability on behalf of County.
- N. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- O. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. The Occupational Health and Safety Act (Wyo. Stat. §§ 27-11-101 – 27-11-114) ("OSHA"),
 - ii. the Civil Rights Act of 1964,
 - iii. the Fair Labor Standards Act,
 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.),
 - vi. the Age Discrimination Act of 1975 (ADEA),
 - vii. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, et seq.), and
 - viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.).
- P. **Conflict of Interest.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- Q. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- R. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, fire, flood, earthquake, unusually severe weather, acts of a public enemy, epidemic, quarantine


restriction, and freight embargo. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.

- S. **Timeline.** Time is of the essence in performance of this Contract.
- T. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- U. **Entire Contract.** This document consisting of three pages constitutes the entire agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- V. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may initiate renegotiation of the portion(s) affected by the severance.
- W. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

BLS Superstars LLC dba Zeelo's Cranks N Planks

Chair, Board of County Commissioners Date

 12/21/2016

Brian Soliz, President Date

ATTEST:

County Clerk Date



Approved as to form
County Legal Department

**CONTRACT REGARDING NORDIC TRAIL PASSES
BETWEEN NATRONA COUNTY, WYOMING AND 42° NORTH, LLC.**

1. **Parties.** The parties to this contract are Natrona County ("County") and 42° North, LLC ("Contractor"). The parties' respective contact information is:

| | |
|--|---|
| Natrona County Parks Dept. 538 SW Wyoming BLVD Mills, WY 82644 | 42° North, LLC 4280 S. Poplar Street Casper, WY 82601 |
|--|---|

2. **Purpose of Contract.** The purpose of this Contract is to define the agreement between County and Contractor regarding the sale of Natrona County Nordic Trails Passes ("Passes"). In consideration of the covenants herein, the parties agree as follows:
 - A. **Contractor's Responsibilities.** Contractor, itself, through its employees, and/or its other agents shall:
 - i. Stock Pass Forms in its store at 4280 South Poplar Street, Casper, Wyoming;
 - ii. Sell and collect payment for Passes for the price designated by County;
 - iii. Collect a completed Pass Form from each purchaser of a Pass(es);
 - iv. Deliver all completed Pass Forms to County within 48 hours of receiving the Pass Form; and
 - v. Remit to County 90% of the price of each Pass it sells, within a reasonable time.

 - B. **County's Responsibilities.** County, itself, through its employees, and/or its other agents shall:
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 - B. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.

 - C. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.

 - D. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.

 - E. **Waiver.** If a party waives a breach by the other party of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

 - F. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
 - i. Immediately terminate this Contract, and/or
 - ii. Give written notice and time to cure the breach to Contractor, and/or
 - iii. Demand specific performance in accordance with this Contract, and/or
 - iv. Pursue any other remedy allowed by law.

- G. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
- H. **Notices.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- I. **Audit/Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County, its auditor(s), and its other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
- J. **Award of Related Contracts.** County may enter other contracts for services similar to and related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- L. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- M. **Independent Contractor.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is solely liable for any civil liability arising from its performance of this Contract. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract. Contractor shall not and cannot incur any obligation or liability on behalf of County.
- N. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- O. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. The Occupational Health and Safety Act (Wyo. Stat. §§ 27-11-101 – 27-11-114) ("OSHA"),
 - ii. the Civil Rights Act of 1964,
 - iii. the Fair Labor Standards Act,
 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, *et seq.*),
 - vi. the Age Discrimination Act of 1975 (ADEA),
 - vii. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, *et seq.*), and
 - viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, *et seq.*).
- P. **Conflict of Interest.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- Q. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- R. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, fire, flood, earthquake, unusually severe weather, acts of a public enemy, epidemic, quarantine

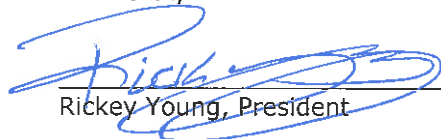
restriction, and freight embargo. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.

- S. **Timeline.** Time is of the essence in performance of this Contract.
- T. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- U. **Entire Contract.** This document consisting of three pages constitutes the entire agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- V. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may initiate renegotiation of the portion(s) affected by the severance.
- W. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

42° North, LLC.

Chair, Board of County Commissioners Date



Rickey Young, President Date 12-16-16

ATTEST:

County Clerk Date



Approved as to form
County Legal Department

**CONTRACT REGARDING NORDIC TRAIL PASSES
BETWEEN NATRONA COUNTY, WYOMING AND MOUNTAIN SPORTS, INC.**

1. **Parties.** The parties to this contract are Natrona County ("County") and Mountain Sports, Inc. ("Contractor"). The parties' respective contact information is:

Natrona County Parks Dept.
538 SW Wyoming BLVD
Mills, WY 82644

Mountain Sports, Inc.
543 S Center ST
Casper, WY 82601

2. **Purpose of Contract.** The purpose of this Contract is to define the agreement between County and Contractor regarding the sale of Natrona County Nordic Trails Passes ("Passes"). In consideration of the covenants herein, the parties agree as follows:

- A. **Contractor's Responsibilities.** Contractor, itself, through its employees, and/or its other agents shall:
- i. Stock Pass Forms in its store at 543 South Center Street, Casper, Wyoming;
 - ii. Sell and collect payment for Passes for the price designated by County;
 - iii. Collect a completed Pass Form from each purchaser of a Pass(es);
 - iv. Deliver all completed Pass Forms to County within 48 hours of receiving the Pass Form; and
 - v. Remit to County 90% of the price of each Pass it sells, within a reasonable time.
- B. **County's Responsibilities.** County, itself, through its employees, and/or its other agents shall:
- i. Grant Contractor a non-exclusive right to sell Passes;
 - ii. Provide Passes and Pass Forms to Contractor; and
 - iii. Permit Contractor to keep 10% of the price of each Pass that Contractor sells.

3. **Effective Date and Term of Contract.** This Contract becomes effective upon the date of the last required signature. The term of this Contract is one year from the date the Contract is fully executed.

4. **General Provisions.**

- A. **Contract Renewal.** After the expiration of a term of this Contract, it will automatically renew for a term of one year unless a party notified the other party of its intent to not renew the contract. Neither party has a right to renew this Contract.
- B. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
- C. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
- D. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
- E. **Waiver.** If a party waives a breach by the other party of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- F. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
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 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, *et seq.*),
 - vi. the Age Discrimination Act of 1975 (ADEA),
 - vii. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, *et seq.*), and
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- W. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

MOUNTAIN SPORTS, INC.


Chair, Board of County Commissioners Date



Bruce Lamberson, President Date

ATTEST:

County Clerk Date



Approved as to form
County Legal Department

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52771833

That we David A. Drell

of Bar Nunn, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Town of Bar Nunn, the State of Wyoming, in the penal

sum of Fifteen Thousand and 00/100 DOLLARS (\$ 15,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 21st day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed

Principal was duly Elected to the office of Judge

in the Town of Bar Nunn,

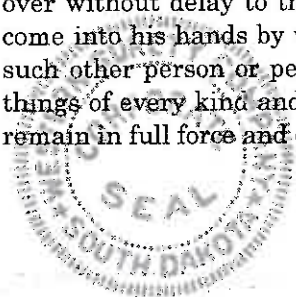
and State aforesaid for the term beginning January 8, 2017, and ending

January 8, 2018.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Judge

as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



David A. Drell
Principal

WESTERN SURETY COMPANY

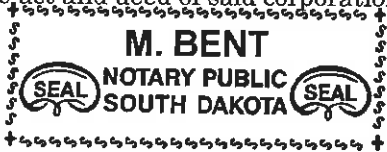
By Paul T. Brylat
Paul T. Brylat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 21st day of December, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2020

OATH OF OFFICE

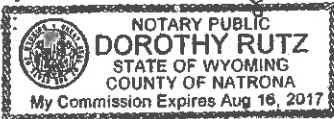
I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

David A. Drell

State of Wyoming }
County of NATRONA } ss

This Oath of Office was subscribed and sworn to before me by David A. Drell on this 3rd day of January, 2017

My commission expires 8-16-17



Dorothy Rutz
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of NATRONA } ss

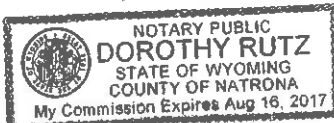
On this 3rd day of January, 2017, before me, personally appeared

David A. Drell, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

his free act and deed.

My commission expires

8-16-17



Dorothy Rutz
Notary Public, Wyoming