



# NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner

Tuesday, February 20, 2018 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC HEARINGS**
  - A. RETAIL LIQUOR LICENSES**
    1. ALCOVA RESORT LLC, dba ALCOVA LAKESIDE MARINA
    2. C. C. COWBOYS, INC. dba RACKS
    3. GRACE PARTNERS LC. dba SKY TERRACE
    4. THE SHOE, INC. dba THE HORSESHOE BAR
    5. HENDERSON IRREVOCABLE TRUST dba LAZY 8
    6. NORTHERN DREAMS
    7. DEBRA PETERSON dba RIMROCK BAR
    8. ON THE ROCKS, INC dba SUNSET GRILL
    9. C. LEANN MOSES dba MOUNTAIN HOME
    10. RICHARDSON & RICHARDSON, INC dba HILAND'S BRIGHT SPOT
    11. GREY REEF OUTFITTERS INC, dba NORTH PLATTE LODGE
  - RESTAURANT LIQUOR LICENSE**
    1. RONALD STRANG dba BLACK GOLD GRILLE
  - LIMITED RETAIL LIQUOR LICENSE**
    1. CASPER BOAT CLUB
    2. CASPER COUNTRY CLUB
  - RETAIL COUNTY MALT BEVERAGE PERMITS**
    1. Black Ops, LLC dba SLOANE'S GENERAL STORE
    2. PATHFINDER BOAT & FISHING CLUB
    3. NATRONA COUNTY FAIR ASSOCIATION dba CENTRAL WYOMING FAIR & RODEO
- VI. PUBLIC COMMENTS**
- VII. COMMISSIONER COMMENTS**
- VIII. ADJOURNMENT**



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner

**CONSENT AGENDA**

Tuesday, February 20, 2018 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF FEBRUARY 6, 2018 MEETING MINUTES**

**II. APPROVAL OF BILLS - \$195,314.03**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

A. Resolution 03-18 Establishing Salaries to be Paid to all Newly Elected County Officials

B. NC Parks Short-Term Lease Portions of Beartrap Meadow (Townsquare Media/Beartrap Summer Festival)

C. NC Contract for Services for Misdemeanant Inmate Placement (Community Education Centers, Inc. (CEC))

**IV. LICENSES**

A. Advanced Communications Technology (ACT)-CR#126/Beck Road-Fiber Optic Utility Line within NC Road Easement-lic. #29-18-01

**V. STATEMENT OF EARNINGS TOTALING \$96,335.85**

Mtn/Parks	\$570.50
Planning	\$9,906.85
County Clerk	\$85,858.50

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
February 6, 2018**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Lawson. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner Paul Bertoglio, Commissioner Chadwick, County Attorney Eric Nelson, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

**2017 Service Awards**

Commissioner Lawson welcomed fellow elected officials to the podium to present the employee service awards.

**Consent Agenda:**

Commissioner Hendry moved for approval of the Consent Agenda. Commissioner Chadwick seconded the motion.

**Public Hearings:**

**ZC17-4**

Jason Gutierrez reported this is a request to change the Zoning District classification of four parcels from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture. (*request by Ron McMurry/south of SE WY Blvd., Scenic Rte.*)

Chairman Lawson opened the public hearing.

Speaking in favor: Kevin Christopherson (Casper), Ron McMurry (Casper) and Tracy Lamont (Casper)

Speaking in opposition: none

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

Commissioner Hendry moved for approval of Zone Change; incorporating staff's findings of facts. Commissioner Bertoglio seconded the motion. Motion approved.

**CUP17-7**

Jason Gutierrez reported this is a request to Amend Conditional Use Permit CU01-1- to increase tower height to 155' (per applicant request) (*request by SBA Communications Corporation/location 3000 S.E. WY Blvd.*)

Chairman Lawson opened the public hearing.

Speaking in favor: Liz Walker, representing SBA Communications, and Tracy Lamont (Casper)

Speaking in opposition: none

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

Commissioner Chadwick moved for approval of Conditional Use Permit; incorporating staff's findings of facts. Commissioner Hendry seconded the motion. Motion approved.

**Public Comments:**

Chairman Lawson opened the floor to Public Comments.  
Pat Sweeney (Casper) and Tracy Lamont (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 7:10 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

\_\_\_\_\_  
Renea Vitto

71 CONSTRUCTION	120.40	INDEPENDENT CATTLEMEN OF WY	50.00
ALL AROUND TOWING & RECOVERY LLC/DOUGLAS	3,500.00	INTERNATIONAL SOCIETY	222.00
AMBI MAIL & MARKETING	6,626.62	ISC INC, DBA VENTURE TECHNOLOGIES	8,633.81
ATLAS OFFICE PRODUCTS	74.21	LEON UNIFORM	310.48
AXIS FORENSIC TOXICOLOGY	1,205.00	LINCARE	79.46
BENNETT, THOMAS L MD	3,482.30	M.A.D. TRANSPORTATION	1,400.00
BIG D OIL	513.10	MCCARTHY, DAVID PC	251.86
BIG O TIRES	1,112.88	MERBACK AWARD	14.00
BOB BARKER COMPANY	184.75	MIDWEST MEDICAL SUPPLY	232.43
BOBCAT OF CASPER	100.50	MILLS, TOWN OF	448.42
CALIFORNIA CONTRACTORS	119.94	MULLEN, ROBERT L	1,480.06
CAPITAL BUSINESS SYSTEMS INC	239.94	MY EDUCATIONAL RESOURCES	152.00
CAPITAL BUSINESS SYSTEMS INC/CHEYENNE	431.00	NAPA AUTO PARTS	1,320.07
CASPER STAR TRIBUNE/CASPER	548.12	NC TREASURER	7,992.25
CASPER TIRE	255.00	ORKIN	103.11
CENTRAL PAINT & BODY	2,778.83	OUTPATIENT RADIOLOGY	462.00
CENTRAL WY FAIR AND RODEO	52,027.00	PIZZA HUT	63.71
CENTURYLINK/SEATTLE	1,758.21	POCKET PRESS	49.45
CHARTER COMMUNICATIONS	1,177.08	PRINTWORKS	904.77
CITY OF CASPER	15.00	REYNOLDS, WAYNE	8.90
COCA-COLA BOTTLING	55.40	ROCKY MOUNTAIN INFECTIOUS DISEASES PC	710.00
COTTON, SCOTT	90.00	ROCKY MOUNTAIN POWER	34,351.30
DECKER AUTO GLASS	190.00	RT COMMUNICATIONS	39.75
DISTAD, ERIC A	2,700.00	SHAMROCK FOODS COMPANY	347.51
DOOLEY OIL/CASPER	337.32	SOURCE OFFICE & TECHNOLOGY	877.68
E&F TOWING TRANSPORTING	3,592.00	TUMA, GEN	77.58
EMERGENCY MEDICAL PHYSICIANS	743.00	VERIZON WIRELESS/DALLAS	4,152.63
ENTENMANN-ROVIN	425.00	VOYA FINANCIAL EMPLOYEE BENEFITS	1,071.73
ESP- WY	45.00	WACDEP/WY ASSOC COMMUNITY	10.00
EXTREME PERFORMANCE	310.96	DVLMPT EXTN PROFF	
FARMER BROS.	381.35	WAL-MART COMMUNITY	65.52
FIRST INTERSTATE BANK	8,196.50	WARRIOR KIT SAFETY & SURVIVAL GEAR	5,100.00
FLEETPRIDE	9.99	WEAR PARTS	56.00
FREMONT MOTOR CASPER	24,211.00	WILLIAMS, PRISCILLA	14.84
GEOTEC INDUSTRIAL SUPPLY	264.00	WWQ & PCA	30.00
HARBOR FREIGHT TOOLS	31.96	WY BRAND INDUSTRIES,A DIV OF WY	400.00
HENDERSON MARINE SUPPLY	522.62	DPT OF CORRECTIONS	
HENSLEY BATTERY	324.37	WY MACHINERY	3,335.75
HIGH PLAINS POWER	929.61	WY ORAL & MAXIFFOFACIAL SURGERY	745.00
HOSE & RUBBER SUPPLY	120.00		195,314.03

**RESOLUTION 03-18**

**WHEREAS**, the Board of County Commissioners of Natrona County, Wyoming is required by W.S. § 18-3-107 to establish salaries to be paid to all newly elected county officials; and

**WHEREAS**, the Board of County Commissioners must establish said salaries before June 1, 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the salaries for the next four-year term, being January 7, 2019, through January 9, 2023, shall be as follows:

**COUNTY COMMISSIONERS:**

\$25,000 per year

**COUNTY Clerk, County Treasurer, County Assessor, County Coroner and Clerk of District Court:**

\$90,000

**COUNTY SHERIFF:**

\$100,000 per year

The salary shall be paid in equal monthly amounts. Fringe benefits of health insurance and retirement are provided to all employees of the county and are not counted toward the salary. The salaries thus determined shall not be increased or decreased during the period for which they are established.

**PASSED, APPROVED AND ADOPTED THIS** \_\_\_ day of February, 2018.

**BOARD OF COUNTY COMMISSIONERS  
OF NATRONA COUNTY**

**ATTEST:**

\_\_\_\_\_  
John H. Lawson, Chairman

\_\_\_\_\_  
Renea Vitto, County Clerk

**APPROVED AS TO FORM:**

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



**NATRONA COUNTY PARKS SHORT-TERM LEASE**  
**PORTIONS OF BEARTRAP MEADOW**

1. **Parties.** The parties to this Natrona County Parks Short-term Lease ("Lease") are NATRONA COUNTY ("County") and TOWNSQUARE MEDIA CASPER, LLC ("Lessee"). The parties' respective contact information is:

NATRONA COUNTY  
Natrona County Parks Department  
538 SW Wyoming BLVD  
PO Drawer 848  
Mills, WY 82644  
307-235-9325

TOWNSQUARE MEDIA CASPER, LLC  
Townsquare Media  
Bob Price  
150 N Nichols ST  
Casper, WY 82601  
307-473-9550

2. **Recitals.**

- A. County desires to permit the annual Beartrap Summer Festival to be held on August 4 and 5, 2018 (the "Event").
- B. Lessee desires to solicit sponsors for and promote the Event.
- C. Lessee also desires to manage the Event, and Lessee desires access to the Campground Areas beginning August 2, 2018 through August 5, 2018 to manage the Event.
- D. County desires Lessee to solicit sponsors for and promote and manage the Event.

3. **Purpose of Lease.** The purpose of this Lease is for County to lease five campsites - site 30A, 30B, 31, 59, and 60, the north shelter, and parking areas at the Beartrap Meadow Campground depicted in Attachment A, the site plan ("Campground Areas") to Lessee and for Lessee to solicit sponsors for and promote and manage the Event.

4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is August 2, 2018 through August 5, 2018, inclusive.

5. **County's Obligation(s).**

- A. County will lease the Campground Areas to Lessee for the Lease term.
- B. County will provide \$15,000 of in-kind services for the Event. If Lessee requests, County will provide an accounting of those in-kind services to Lessee. Such in-kind services will be calculated based upon out-of-pocket expenses and the gross wages County pays to its personnel to:
  - i. Prepare the Beartrap Meadow Campground and affected areas for the Event,
  - ii. Furnish and install traffic control devices (e.g. striping, signage, fencing),
  - iii. Furnish and install up to six portable power distribution centers,
  - iv. Furnish trash collection and control,
  - v. Maintain gravel roads and parking lots in the immediate vicinity of Beartrap Meadow, and
  - vi. Provide appropriate security and law enforcement via the Sheriff's Office.

6. **Lessee's Obligation(s).** In exchange for County leasing the Campground Areas and providing the in-kind services:

- A. Prior to commencement of the Lease term, Lessee shall pay County \$3,000.
- B. Prior to commencement of the Lease term, Lessee shall provide proof of its compliance with Wyoming unemployment insurance and workers' compensation laws.



- C. Prior to commencement of the Lease term, Lessee shall maintain and provide to County proof of the following insurance and in each policy (1) name County and Sheriff as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County and/or Sheriff; and (3) require the insurance company to send any and all notices of termination or other limitation to a policy to County in addition to Lessee.
- i. General. Lessee shall maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$1,000,000 per claimant and \$10,000,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.
  - ii. Scope. Coverage shall be at least as broad as *Insurance Services Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
  - iii. Coverage. If Lessee maintains broader coverage and/or higher limits than the minimums shown above, County is entitled to the broader coverage and/or higher limits maintained by Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
  - iv. Primary. Lessee's insurance shall be the primary insurance for all incidents related to this Lease.
  - v. Vendors and Service Providers. Lessee is responsible for all of its vendors and service providers.
- D. As part of managing the Event, Lessee shall implement a system to manage tent campsites within the Beartrap Meadow Campground in accordance with Natrona County Parks rules. Additionally, Lessee shall collect a fee of \$10 per day per tent site. If County requests, Lessee will provide an accounting of the number of people who used tent sites per day to County.
- E. Lessee shall name and advertise the "Natrona County Road & Bridge Department" and the "Natrona County Parks Department" as major sponsors of the Event.
- F. Lessee shall allow County and its agent(s) reasonable access to and entrance on the Campground Areas including going onto the Campground Areas in Lessee's absence at reasonable times.
- G. Lessee shall leave the Beartrap Meadow Campground in the same or better condition as Lessee found it.
- 7 General Provisions.
- H. Lease Extension and Renewal. Neither party has a right to extend or renew this Lease.
  - I. Amendments. Any changes to this Lease shall be in writing signed and dated by all parties.
  - J. Assignment. No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of the other party.
  - K. Collateral. No party shall use this Lease or any part of this Lease as collateral without prior written consent of the other party/parties.
  - L. Waiver. If a party waives a breach by the other party of a provision of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.





- M. **Breach.** If Lessee fails to perform in accordance with this Lease, County may at its discretion:
- i. withhold in-kind services,
  - ii. demand specific performance in accordance with this Lease, and/or
  - iii. pursue any other remedy allowed by law.
- N. **Notices.** Each party shall give notice to the other party by regular mail or personal delivery at the respective address given in this Lease.
- O. **Availability of Funds.** This Lease is conditioned upon the availability of funds to County for performance of in-kind services. If such funds are not available to County, County may terminate this Lease without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Lease in order to acquire similar services from a third party.
- P. **Audit/Access to Records.** Lessee shall cooperate with any auditor authorized by County to perform an audit involving this Lease. Lessee 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 Lessee which pertains to this Lease.
- Q. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- R. **Governmental Immunity.** Neither County nor Sheriff waives and both 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.
- S. **Independent Contractor.** Lessee is an independent Contractor. Lessee is solely responsible for its debts and other liabilities. Lessee is solely responsible for any taxes resulting from its performance of this Lease including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Lessee is solely liable for any civil liability arising from its performance of this Lease. Lessee is not entitled to any compensation or other benefit from County except what is contained in this Lease. Lessee shall not and cannot incur any obligation or liability on behalf of County.
- T. **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.
- U. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Lease, 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, 324.7000, et seq.),
  - viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.), and
  - ix. Architectural Barriers Act (ABA).
- V. **Indemnification.** Lessee shall indemnify County and Sheriff and their board members, elected officials, employees, and other agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's failure to perform or negligent performance of its responsibilities under this



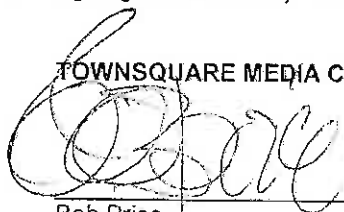
Lease. Such indemnification shall include, but is not limited to, payment of a judgment(s) against County and/or Sheriff, payment of a settlement(s) with or without a suit being filed, and legal defense expenses which includes, but is not limited to, legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing the indemnification provision of this Lease.

- W. **Conflict of Interest.** Lessee shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- X. **Third Party Beneficiary.** The parties do not intend this Lease to create any third party beneficiary.
- Y. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease 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.
- Z. **Timeline.** Time is of the essence in performance of this Lease.
- AA. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- BB. **Entire Lease.** This document consisting of four pages and Attachment A contains the entire agreement between the parties and supersede any and all prior written and oral communications.
- CC. **Severability.** If any portion of this Lease is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party shall negotiate in good faith.
- DD. **Signature.** The person signing below for Lessee shall be authorized to sign this Lease on behalf of the Lessee. In the event the person signing is not authorized to sign for Lessee and Lessee refuses to be bound by this Lease, the person signing is individually liable for fulfillment of Lessee's Lease obligations.

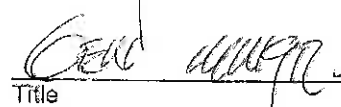
NATRONA COUNTY


TOWNSQUARE MEDIA CASPER, LLC

\_\_\_\_\_  
John Lawson Date  
Chair, Board of Natrona County Commissioners

 2/02-2018  
\_\_\_\_\_  
Bob Price Date

ATTEST:

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
County Clerk Date  
  
Approved as to form  
Natrona County Legal Department



## NATRONA COUNTY CONTRACT FOR SERVICES FOR MISDEMEANANT INMATE PLACEMENT

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

Natrona County  
200 N Center ST, Room 115  
Casper, WY 82601  
307-235-9202

Community Education Centers, Inc.  
One Park Place, Suite 700,  
621 NW 53<sup>rd</sup> Street  
Boca Raton, FL 33487  
561-999-8152

2. **Recitals.**

- A. County desires to make space available in the Natrona County Detention Facility by decreasing the number of misdemeanor inmates in that jail, and to increase sentencing options to Courts and law enforcement in Natrona County by providing funding for the placement of convicted misdemeanants in the community correction program in Natrona County.
- B. Contractor operates a community corrections facility pursuant to W.S. §7-18-101 et seq., and is ready, willing and able to provide the services desired by the County.

3. **Purpose of Contract.** This Contract is to provide misdemeanor inmate placement. Therefore, 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 perform as follows:

- i. Contractor shall perform the services specified in Attachment A, ("Services").
- ii. Contractor shall provide a facility and all equipment and supplies necessary to perform Services.

- B. **County's Responsibilities.** In exchange for Contractor performing Services, County will pay Contractor forty dollars (\$40) per day, per misdemeanor for the first seven (7) days if the misdemeanor is unemployed, and thirty dollars (\$30) per day for each day thereafter. If the misdemeanor is employed at the time of placement, or during the first week of placement, the daily rate shall be reduced to thirty dollars (\$30) per day. The parties agree that the County shall pay for each inmate's day of arrival but not for the inmate's day of discharge.

The total amount budgeted for this program in fiscal year 2017/2018 shall not exceed \$40,000 unless extended by written agreement between the parties.

County will pay Contractor within 30 days of receipt of Contractor's itemized bill unless County reasonably requests additional information regarding the bill. If County requests additional information and is satisfied that the bill is justified, County will pay Contractor within 30 days of receipt of the requested information. Both parties agree to negotiate in good faith any disagreements regarding billing.

4. **Effective Date and Term of Contract.** This contract becomes effective upon the date of the last required signature. This term of this Contract is from July 1, 2017 through June 30, 2019.



### General Provisions.

- A. **Contract Extension and Renewal.** Neither party has a right of extension or renewal of 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/parties 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. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
  - ii. demand specific performance in accordance with this Contract, and/or
  - iii. pursue any other remedy allowed by law.
- G. **Termination.**
- i. Either party may terminate this Contract if the other party materially breaches this Contract and does not cure the material breach within seven days of receipt of written notice of the material breach from the non-breaching party.
  - ii. Either party may terminate this Contract if the other party breaches this Contract and does not cure the breach within 30 days of receipt of written notice of the breach from the non-breaching party.
  - iii. Either party may terminate this Contract without cause and without penalty upon 90 days written notice to the other party.
- H. **Notices.** Each party shall give notice to the other party by certified mail or personal delivery at the respective address given in this Contract.
- I. **Availability of Funds.** This Contract is conditioned upon the availability of funds to County for this Contract. If such funds are not available to County, County may terminate this Contract without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.
- J. **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.
- K. **Award of Related Contracts.** County may enter other contracts for services related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.



**Material Prepared Pursuant to Contract.** All finished and unfinished material prepared pursuant to this Contract is the property of County. Such material includes, but is not limited to, physical, electronic, and any other form of data, document, letter, application, report, survey, map, specifications, design, model, photograph, film, video, duplicating plate, substance, and item.

- i. Contractor shall treat the material as confidential and not release the material without written consent from County.
- ii. However, Contractor may retain a copy or other replica of the material for its own use.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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, 324.7000, et seq.),
- viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.), and
- ix. Architectural Barriers Act (ABA).

R. **Indemnification.** Contractor shall indemnify County and County's board members, elected officials, employees, and other agents from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of its responsibilities under this Contract. Such indemnification shall include, but is not limited to, payment of a judgment(s) against County, payment of a settlement(s) with or without a suit being filed, and legal defense expenses which includes, but is not limited to, legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing the indemnification provision of this Contract.

S. **Insurance.** Prior to commencing performance of this Contract, Contractor shall maintain and provide to County proof of the following insurance and in each policy (1) name County as an additional insured; (2) include a provision prohibiting the insurance company from subrogating



against County; and (3) require the insurance company to send any and all notices of termination or other limitation to a policy to County in addition to Lessee.

- a. General. Lessee shall maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$1,000,000 per claimant and \$10,000,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.
- b. Scope. Coverage shall be at least as broad as *Insurance Services Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
- c. Coverage. If Lessee maintains broader coverage and/or higher limits than the minimums shown above, County is entitled to the broader coverage and/or higher limits maintained by Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.
- d. Primary. Lessee's insurance shall be the primary insurance for all incidents related to this Lease.
- e. Vendors and Service Providers. Lessee is responsible for all of its vendors and service providers.
- f. Professional. Contractor shall maintain insurance appropriate for Contractor's profession in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- g. Auto. Contractor shall maintain vehicle insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
- T. 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.
- U. Third Party Beneficiary. The parties do not intend this Contract to create any third party beneficiary.
- V. 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.
- W. Timeline. Time is of the essence in performance of this Contract.
- X. 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.
- Y. Entire Contract. This document consisting of 5 pages and Attachment A contain the entire agreement between the parties and supersedes any and all prior written and oral communications.
- Z. 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, if either party initiates negotiations regarding the term(s) affected by the severance, the other party shall negotiate in good faith.



AA. **Signature.** The person signing below for Lessee shall be authorized to sign this Lease on behalf of the Lessee. In the event the person signing is not authorized to sign for Lessee and Lessee refuses to be bound by this Lease, the person signing is individually liable for fulfillment of Lessee's Lease obligations.

**NATRONA COUNTY**

**Community Education Centers, Inc.**

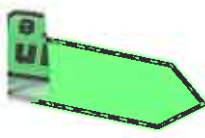
\_\_\_\_\_  
John Lawson Date  
Chair, Board of Natrona County Commissioners

*[Signature]* 2-6-2018  
\_\_\_\_\_  
Date  
Community Education Centers, Inc.

ATTEST:

\_\_\_\_\_  
County Clerk Date

*Derrick D. Schofield, UP*  
\_\_\_\_\_  
Title



*Brian K. Nelson*  
\_\_\_\_\_  
Approved as to form  
Natrona County Legal Department

ATTACHMENT A

MISDEMEANANT INMATE PLACEMENT SERVICES

Contractor shall provide Services to County as follows:

1. Contractor agrees to provide space for convicted misdemeanants at Community Alternatives of Casper, located in Natrona County, Wyoming, at the rate and pursuant to the terms established within this Agreement.
2. Contractor agrees to require each resident to sign a residential responsibility statement that requires the offender to contribute at least \$10 per day or a daily amount great than \$10 that is equal to the lesser of 25% of the offender's weekly gross income, or \$40 per day. Any amount collected from an offender will reduce the per diem cost that the County is billed for the offender, unless Contractor and County agree otherwise, in writing. Further, Contractor agrees to include in each residential financial responsibility a statement that each resident agrees to be responsible for any medical expense incurred by the resident during the resident's placement at Contractor's facility.
3. Contractor shall assist each resident in finding employment or to retain any employment that a resident may have, and shall report to the County, along with its monthly billing, the compensation earned from such work. Any resident who fails to find work within fourteen (14) days may be returned to the appropriate detention facility.
4. Contractor agrees to monitor drug and alcohol use, in accordance with State and Federal regulations, and to comply with Court mandated requirements, pursuant to its agreement with the Natron County Community Corrections Board.



# LICENSE

Date October 17, 2017 Road Beck Road CR 126

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Advanced Communications Technology (ACT)

(hereinafter called the "Licensee"), to construct, maintain, use and operate A Fiber Optic Communication Line (hereinafter called the "Facility"), located in Section 4 & 33 Township 35 & 36 N, Range

**83 W**, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 10/2/2017, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

**FIRST.** The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

**SECOND.** The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

**THIRD.** The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

**FOURTH.** The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

**FIFTH.** The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

**SIXTH.** The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

**SEVENTH.** The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

**EIGHTH.** The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. **Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.**

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement 10/30/2017  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion \_\_\_\_\_  
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_

COUNTY OF NATRONA  
By Michael D. Taylor 11/6/17  
Road & Bridge Superintendent

By \_\_\_\_\_  
County Surveyor

ATTEST:

By \_\_\_\_\_  
Chairman of the Board of County Commissioners.

County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Timothy A Branson  
Timothy Branson, RMES, Agent For ACT

Secretary

President,

(the original instrument must be recorded in the County Clerks office by Licensee)

EXHIBIT 'A'

No. \_\_\_\_\_

COUNTY OF NATRONA

APPLICATION FOR Construction of a Fiber Optic communication line to connect  
to cell tower

Applicant: Advanced Communications Technology (ACT)

Address: 290 N Brooks Street Sheridan, Wyoming 82801 Phone: 307.673.0910

Furnish the Following Information:

- 1) Location: Section 4 & 33, Township 35 & 36 North, Range 83 West.
- 2) County Road Designation Beck Road
- 3) Surface of County Road Dirt
- 4) Soils Type where applicable
- 5) Reason for Application Place Fiber Optic utility Line within existing Natrona County road easement
- 6) Specifications: (Attach 3 copies where applicable)
- 7) Plan: (Attach 3 copies where applicable)

SKETCH

See Attached Map of Proposed route

Approved:

*Michael D. Vaughn* 4/6/17  
Road and Bridge Superintendent

*Timothy A Branson*  
Timothy Branson, RMES, Agent for ACT 10/17/2017  
Applicant or Agent Date

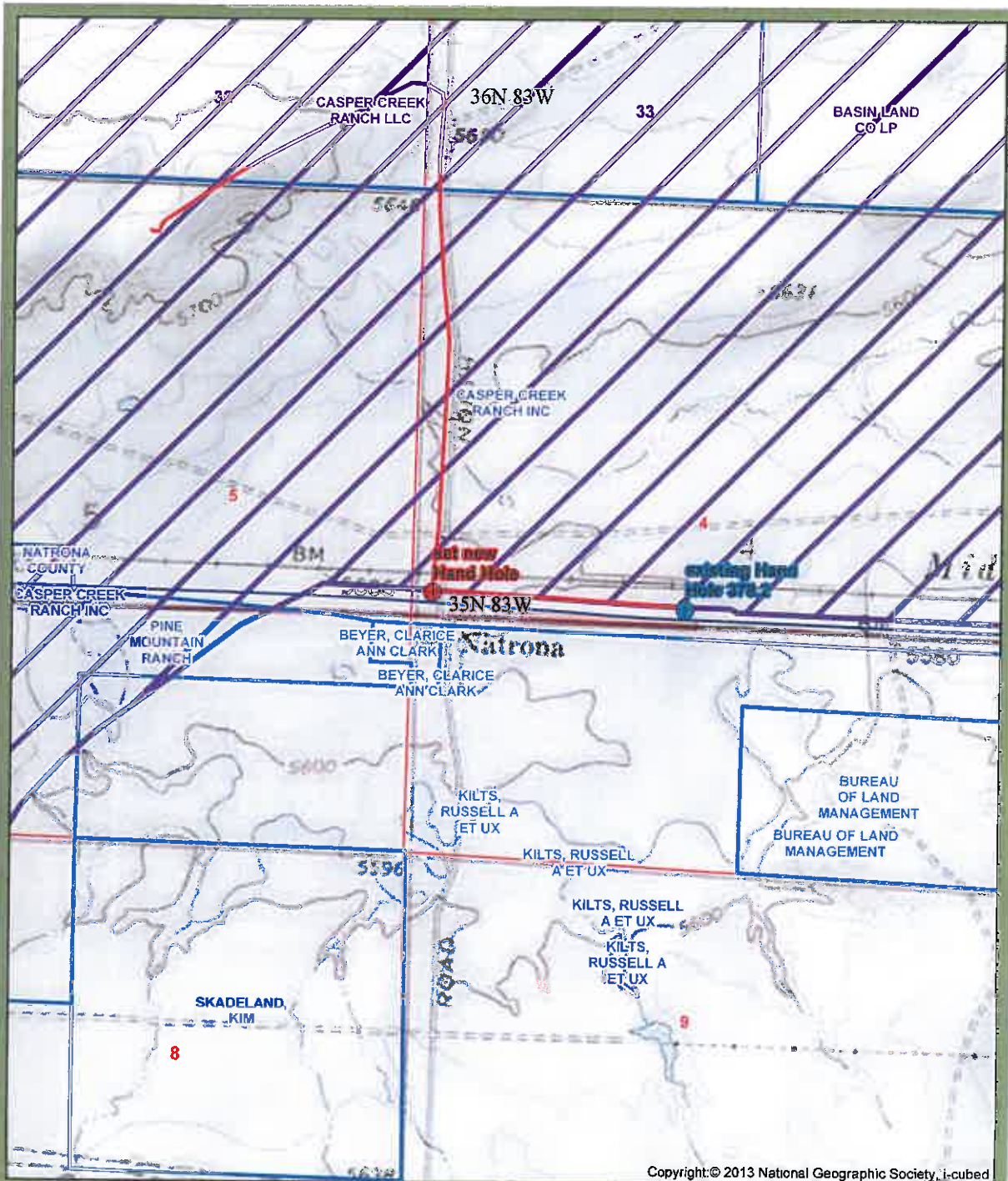
County Engineer

Wyo. Reg. P.E. Date

County Commissioner

Approval Date:

Completion Date:



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T-Mobile ROW Sites  
T-Mobile Site 52  
Site Location Map

Prepared for:  
**Advanced Communications Technology**

**Legend**

- Existing Hand Hole
- New Hand Hole
- Fiber Route
- Interstate
- US Highway
- State Highway
- Sage Grouse Core Area
- Landowner Boundary

**Advanced Communications Technology**  
Natrona County, Wyoming

0 0.08 0.16 0.24 0.32 Miles

Datum	NAD 83	Zone	13
Projection	UTM	Created by	K. Beck
Date	10/3/2017	Scale	1:12,000

**Notice is hereby given that on the 5<sup>th</sup> day of January, 2018, the following applicants filed applications for liquor license renewals, in the office of County Clerk of the County of Natrona for the following business at said locations. Protests, if any there be, against the issuance of these license renewals will be heard at the hour of 5:30 PM on the 20<sup>th</sup> day February, 2018**

**Dated this 31<sup>st</sup> day of January, 2018. Renea Vitto, Natrona County Clerk**

Alcova Resort, LLC, dba Alcova Lakeside Marina, 24025 S Lakeshore Rd, Full Retail; Grace Partners LC, dba Sky Terrace Lounge, 8500 Airport Parkway, Full Retail; On The Rocks, Inc, dba Sunset Bar & Grill, 22250 W Hwy 220, Full Retail; Richardson & Richardson, Inc, dba Hiland's Bright Spot, 53650 Hwy 20-26, Full Retail; Henderson Irrevocable Trust, dba Lazy 8, 13720 Hwy 20-26-87, Full Retail; The Shoe Inc, dba Horseshoe Bar 7515 W Yellowstone, Full Retail; Grey Reef Outfitters Inc, dba North Platte Lodge, Full Retail; C. Leann Moses, dba Mountain Home, 43330 Big Horn Mt Rd, Full Retail; CC Cowboys, Inc, dba Rack's, 1910 Talc Rd, Full Retail; Northern Dreams, 1425 W Ormsby Rd, Full Retail; Casper Boat Club, 23855 S Lakeshore Rd, Limited Retail (Club); Casper Country Club, 4149 Country Club Rd, Limited Retail (Club); Black Ops, LLC, dba Sloane's General Store, 21405 Kortess Rd, County Malt Beverage; Natrona County Fair Assn, dba Central WY Fair & Rodeo, 1700 Fairgrounds Rd, County Malt Beverage; Pathfinder Boat & Fishing Club, Pathfinder Lake, County Malt Beverage; Ronald Strang, dba Black Gold Grille, 1650 English Ave, Restaurant License.

Publish dates: February 4<sup>th</sup> and 11<sup>th</sup>, 2018