



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Tuesday, October 2, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

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

- 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**

The agenda is subject to amendment



**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, October 2, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF SEPTEMBER 18, 2018 MEETING MINUTES

II. APPROVAL OF BILLS - \$2991826.19

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Contract with Infrastructure Management Services, LLC (IMS) to perform a Road Inventory and Assessment on Graveled Roads

B. Operating Agreement between NC and Casper Mountain Biathlon Club (CMBC)

C. NC, State of WY License – Ducks Unlimited (fence maintenance)

IV. STATEMENT OF EARNINGS

Cooperative Extension	\$260.00
Development	\$15,327.33
Clerk of Court	\$17,971.20
Lake	\$4,815.00
Mountain	\$1,512.00

V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$295,843.27:(2018) MILLER, CONNIE S-\$2130.54, TRIMMER, MICHAEL C-\$2836.66,AIR LIQUID AMERICA CORP-\$870.31,HOLMES, DORAL K \$-2382.77,HOLMES, DORAL K \$103.58,BARROWS, MICHAEL \$1441.23,RBC LLC \$3146.30,SNYDER, CORY \$716.51,NEW VISTAS INC \$356,Z & S HOLDINGS LLC \$5387.41,Z & S HOLDINGS LLC \$9183.14,42 DEGREES \$125.15,JOHNSTON, MICHAEL L-\$3208.69,FT INVESTMENTS LLC-\$10700.69, FT INVESTMENTS LLC-\$7031.48 ; (2017) HOWARD, MAX M JR \$375.84,WINTERS, LARRY \$285.41,42 DEGREES \$125.15,SNYDER, CORY \$515.99,RBC LLC \$3149.14,AIR LIQUID AMERICA CORP-\$870.31,GAMBLE, JONATHON-\$4212.09, FT INVESTMENTS LLC-\$351.55,FT INVESTMENTS LLC-\$535.01;(2016) RBC LLC \$2484.89,AIR LIQUID AMERICA CORP-\$870.31,GAMBLE, JONATHON-\$4112.91;(2015) RBC LLC \$2084.87,AIR LIQUID AMERICA CORP-\$870.31,GAMBLE, JONATHON-\$1090.52;(2014) RBC LLC \$5053.75,AIR LIQUID AMERICA CORP-\$870.31, GADDIS CUSTOM BUILDING LLC-\$71664.06,GEUKE, WAYLON-\$3921.87,GEUKE, WAYLON-\$4503.21,GEUKE, WAYLON-\$16958.99

VI. LICENSE

A. TWB Corp-CR#125/Bucknum Road-Access/Existing Approach-lic. #29-18-18

The agenda is subject to amendment

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
September 18, 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 Forrest Chadwick, County Attorney Eric Nelson and Commissioners' Assistant Michelle Maines. Clerk Vitto was absent.

Consent Agenda:

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

Public Comments:

Chairman Lawson opened the floor to Public Comments.

Hearing no comments the floor was closed.

Commissioner Comments:

Chairman Lawson opened the floor to Commissioner Comments. Hearing comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 5:37 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB	2,815.33	CLERK OF COURT/ADMIN	44,077.22
71 CONSTRUCTION	12,128.80	CLERK OF DISTRICT COURT	6,554.10
ADT SECURITY SERVICES	584.76	CLERK/ADMIN	60,308.37
AG DEPT	10,616.54	CMBC	154,181.50
ALCOHOL & DRUG TESTING	9,839.65	CNCHD	55,058.33
ALL AROUND TOWING & RECOVERY	6,300.00	COASTAL CHEMICAL	1,620.09
ALPINE MOTORSPORTS	46.44	COCA-COLA BOTTLING	7.35
ALSCO	126.58	COMM/ADMIN	13,043.65
ALSPACH, CORALEE	25	COMM/COUNTY ATTORNEY	21,946.96
AMAZON CAPITAL SERVICES	36.95	COMM/COUNTY DEVELOPMENT	33,724.61
AMBI MAIL & MARKETING	2,714.37	COMM/MAINT.SALARIES	24,731.74
AMERI-TECH EQUIPMENT	7,259.82	COMMUNICATION TECHNOLOGIES	206
ANDERSON, SUSAN	514.55	CORNERSTONE PROGRAMS CORP	55.78
ANDREEN, CATHY	25	CORONER	17,646.06
ANIXTER	10.8	COTTON, TIMOTHY C PC	7,012.34
ANYTIME RECOVERY	700	COWBOY CHEMICAL	907.55
ASBESTOS & TECHNICAL SERVICES	5,800.00	COY, MARILYN	25
ASSESSOR	38,200.00	CRUM ELECTRIC SUPPLY	16.06
ATLAS OFFICE PRODUCTS	1,295.64	CST	20,945.48
AXIS FORENSIC TOXICOLOGY	685	DENNY, DEBRA	25
BAHR, CHIRSTEN	12.18	DERBY, BARBARA	25
BARNETT, BRENDA	25	DEWITT WATER SYSTEMS & SERVICE	142.5
BENNETT, THOMAS L MD	5,401.76	DIAMOND VOGEL PAINT CENTER	89.02
BLACK HILLS ENERGY	3,380.48	DON'S MOBILE CARPET	19,201.60
BLOEDORN LUMBER	15.98	DOOLEY OIL	58,091.40
BROWN, JACQUELINE K	5,330.74	DRUG COURT	20,994.85
BUSTARD'S FUNERAL HOME	1,000.00	DRUG TESTING SVCS NC	480
BUTLER, MICHELE	25	DUSTBUSTERS	18,483.80
BUTTE COUNTY SHERRIFF	51	EAGLE UNIFORM & SUPPLY	286.07
CA STATE DISBURSEMENT	378	EATON SALES & SERVICE	513
CALL2TEST	128.02	EDDINGTON ANESTHESIA	1,316.00
CAPITAL BUSINESS SYSTEMS	239.94	EDJPB	53,172.04
CAPNC	40,420.50	EMERGENCY MEDICAL PHYSICIANS	731
CARDINAL, ALMA K.	25	ENERGY LABORATORIES INC	22
CASPER MEDICAL IMAGING	465.85	FENSTER, JOAN M	25
CASPER TIRE	1,100.00	FIRST INTERSTATE BANK	205.74
CASPER WINDOW & DOOR	340	FOOD SERVICES OF AMERICA	1,115.96
CASTEEL II, ROBERT S	5,475.70	FORD, PATRICIA J	25
CEC	930	GAMROTH, TRACY	25
CENTRAL MECHANICAL INSULATION	519.17	GARY BRINK, INC.	2,651.89
CENTRAL WY FAIR & RODEO	38,485.87	GEOTEC INDUSTRIAL SUPPLY	1,936.00
CENTURYLINK BUSINESS SERVICES	319.25	GRAINGER	2,250.44
CHANEY, JONI	1,878.50	GREEN'S SEWER & DRAIN SVC	288
CHARTER COMMUNICATIONS	361.51	HAMAR, PAMELA J	25
CHILD SUPPORT ENFORC	51,351.11	HANNEMAN, TERRY	25
CIRCUIT COURT OF THE SEVENTH	535.48	HARDEN, CHAD E	5,300.00
CITY OF CASPER	56,653.68	HARTMAN, V JUNE	25
CITY SERVICE ELECTRIC	5,205.15	HIGH PLAINS CONSTRUCTION	54,897.48

HIGH PLAINS POWER	30
HUBER PLUMBING & HEATING	170
IDENTIFIX	1,190.00
INFOR TECH	38,630.04
INTERSTATE ALL BATTERY CENTER	349.9
JACOBSON, CONNIE	9.19
JASMANN, BOBBETTE S	247
JESSEE, TAYLOR	9.19
JH MECHANICAL LLC	3,109.05
JOHNSON CONTROLS	2,292.56
KEGLER, DENNIS	860
KIESTER, JILL	63.2
KISTLER TENT & AWNING	60
KONINGS, BARB	25
LESKE, JEANNE	25
LITHIA AUTO STORES	184.95
M.A.D. TRANSPORTATION & TOWING	5,600.00
MAO PHARMACY	7,670.11
MAXWELL, CYNTHIA LEE	25
MERBACK AWARD	124.05
MERCER FAMILY RESOURCE CENTER	21,567.32
MILLER, MOLLY	25
MR R'S AUTO SALVAGE	130
NAPA AUTO PARTS	380.01
NC EMPLOYEE	304,574.08
NC TREASURER	347,297.25
NELSON, ROBERT	139.54
NEVILLE, PATSY	25
NEWMAN SIGNS	227.1
NORCO	3,117.13
NORTH PLATTE PT SERVICES	584.08
OCONNOR, PATTY	25
ON THE HOOK	4,376.00
OUTPATIENT RADIOLOGY	158.62
PACIFIC STEEL & RECYCLING	991.69
PEAK ASPHALT	2,527.20
PLANSOURCE NGE	1,131.75
POCKET PRESS	512.43
PMCH	25,000.00
POWDER RIVER SHREDDERS	176
PRICE, PEGGY	25
PRINTWORKS	1,788.30
PROCESS SERVICE OF WY	4,275.00
PROFESSIONAL PATHOLOGY OF WY	186
PV BUSINESS SOLUTIONS	298.5
PYATT, MARY	25
PYATT, MIKE	

25

QUALITY OFFICE SOLUTIONS	54.96
QUEST, TYLER L MD PC	168
R&B/ADMIN	67,055.27
R&B/LAKE	21,936.72
R&B/PARKS DEPT	14,511.50
R&B/VEHICLE SERVICE	15,072.55
RICOH USA	896.52
RMP	4,168.76
RT COMMUNICATIONS	39.62
RUSSELL INDUSTRIES	6,083.40
SALT CREEK COMMUNITY	1,130.57
SECRETARY OF STATE	90
SHAMROCK FOODS	9,882.41
SHERIFF/ADMIN	300,300.99
SHERIFF/COURTHOUSE SECURITY	53,423.70
SHERIFF/EMERG MANAG	12,100.00
SHERIFF/NEW JAIL	437,863.53
SIX ROBBLEES	41.28
SOURCE OFFICE & TECHNOLOGY	1,057.57
STERLING TALENT SOLUTIONS	122.4
STOTZ EQUIPMENT	484.53
SUMMIT ELECTRIC	3,544.98
SUTHERLANDS	1,038.00
THOMSON REUTERS - WEST	1,010.97
TIMBERLINE SERVICES	38,950.69
TLC CLEANING	22,700.00
TOWNSQUARE MEDIA	25,000.00
TREASURER	40,387.42
TUMA, GEN	241.98
USPS	82
VAN KLEEF, TOM	25
VENTURE TECHNOLOGIES	41,298.69
VERIZON WIRELESS	6,215.07
WAGNER'S OUTDOOR OUTFITTERS	59.83
WALLACE, MARTHA R.	25
WALLING, HEIDI J	1,722.50
WESTERN DETENTION	3,730.52
WESTERN RADIATOR	40
WIDIKER, MEREDITH K	25
WILLOUGHBY, PHILLIP T.	8,500.00
WIMACTEL	140
WIND RIVER INVESTIGATIONS	100
WOOD, CINDI ATTNY AT LAW	5,562.81
WRIGHT, LILLIAN K	25
WSFP WESTERN STATES FIRE PROT.	282
WY CHILD SUPPORT STATE	685
DISBURSEMENT UNIT	
WY GAL PROGRAM	29,449.77

WY LAW ENFORCEMENT ACADEMY	289
WY MACHINERY	1,559.64
WY ORAL & MAXIOFACIAL SURGERY	3,370.00
WY OTOLARYNGOLOGY PC	499
WY PERFORMANCE & REPAIR	751.61
WY RENTS	520

WYDOH/CHEMICAL TESTING PROGRAM	27
YATES, MARY ELLEN	115
YORK, JULIE	25
YOUTH CRISIS CENTER	2,864.11
	2,991,826.19



Natrona County Road & Bridge
Department
538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9311; 265-2743 (fax)

MEMO

DATE: September 26, 2018

TO: John Lawson, Commission Chairman, Commissioners and Eric Nelson,
County Attorney *MDH*

FROM: Michael D. Haigler, Road & Bridge Superintendent

SUBJECT: Contract with Infrastructure Management Services, LLC (IMS) to perform
A Road Inventory and Assessment on Graveled Roads

Request for Proposal were issued on July 29, 2018 and was due back by August 23, 2018. There was only one bid received from Infrastructure Management Services, LLC (IMS).

IMS has in the past provided Natrona County with the road inventory assessments for paved roadways as well as gravel roadways. In order to stay in compliance with the road inventory standards set by the County and accepted by our auditors the County is required to perform a road inventory and assessment every three years. In the past we had sole sourced this work but I was directed to bid the work this year.

The attached Consultant Service Agreement needs to be signed and returned to the IMS in order to initiate the next road inventory and assessment of the graveled roads.

Funding for this project is allocated in the County Road Fund Account (CRF) and the cost of the project is \$41,965.00.

CONSULTANT SERVICES AGREEMENT

REFERENCE ID: Natrona county 2018

This AGREEMENT, effective this 2nd day of October 2018, is by and between: Natrona County, 200 North Center, Casper Wyoming 82601 hereinafter called CLIENT, and IMS Infrastructure Management Services, L.L.C., 1820 W. Drake Suite 104. Tempe, AZ 85283, hereinafter called CONSULTANT, who agrees as follows:

PART I - RECITALS

CLIENT desires to engage CONSULTANT to provide consulting services to complete a comprehensive pavement condition and right of way asset survey for the Client as described in Section II – Scope of Services, and to render its services in the terms and conditions provided in this agreement.

Both CLIENT and CONSULTANT agree that execution of this AGREEMENT is a material element of the consideration to execute the Services. Additional terms and conditions may be added or changed only by written amendment to this AGREEMENT signed by both parties. In the event CLIENT uses a purchase order or other form of documentation to administer this AGREEMENT, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This AGREEMENT shall not be assigned by either party without prior written consent of the other party.

PART II - SCOPE OF SERVICES

The scope of CONSULTANT's services ("Services") and project deliverables are described in **Attachment A – Scope of Services**, the contents of which shall be incorporated into this AGREEMENT.

PART III - COMPENSATION

CLIENT shall pay compensation to CONSULTANT for the Services performed under this agreement \$41,965.00 as presented in **Attachment A – Scope of Services**. If no fees are stated, fees will be according to CONSULTANT's current fee schedule. Fee schedules are valid for the calendar year in which they are issued.

CONSULTANT may invoice CLIENT at least monthly and payment is due upon receipt of invoice. The invoice shall follow the fee schedule and be based on percentage complete or other agreed upon milestones. Documentation in the form of a project status spreadsheet shall be supplied in support of each invoice. No withholdings shall be made. CLIENT shall notify CONSULTANT in writing, at the address above, within 10 business days of the date of the invoice if CLIENT objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. CLIENT shall pay a finance fee/late fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 15 days or older. CLIENT agrees to pay all collection-related costs that CONSULTANT incurs, including attorney fees. CONSULTANT may suspend services for lack of timely payment.

PART IV - PROVISIONS

1. **PERIOD OF SERVICE** - Work shall be initiated upon written authorization from CLIENT or execution of this agreement. The contract shall remain in force until the project is completed and notification of completion is submitted by CONSULTANT to CLIENT or June 1, 2019 – whichever comes first.
2. **WARRANTY** – CONSULTANT warrants to CLIENT that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO

CONSULTANT'S SERVICES OR SOFTWARE PROVIDED BY OTHERS, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. CONSEQUENTIAL DAMAGES – CONSULTANT SHALL NOT BE LIABLE TO CLIENT FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, OR SERVICES; COST OF CAPITAL OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
4. INDEMNIFICATION – CONSULTANT shall defend, indemnify, and hold harmless CLIENT, their agents, officers, members and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by CONSULTANT's negligent acts, errors, or omissions. The maximum amount of any claims, losses, damages, or expenses shall not exceed the value of the AGREEMENT. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its own negligence under comparative fault principles.
5. INSURANCE - CONSULTANT represents that it now carries, and will continue to carry the following minimum insurance applicable to the project.

Type of Insurance	Limits of Liability
Commercial General Liability	\$1,000,000 (per occurrence)
Automobile Liability	\$1,000,000
Workers Compensation	As per applicable state law

6. WYOMING – The laws of the State of Wyoming shall govern the interpretation and enforcement of this contract. Any litigation which arises between the parties shall be initiated and pursued in the District Court in and for Natrona County, State of Wyoming.
7. SEVERABILITY – Any provision of the AGREEMENT which may be rendered null and void shall not invalidate the remainder of this AGREEMENT to the extent the AGREEMENT is capable of execution.
8. TERMINATION - Either party may terminate this AGREEMENT or the Services without cause upon giving the other party ten (10) calendar days written notice. In such case, CONSULTANT shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
9. CONFIDENTIALITY - CLIENT and CONSULTANT agree not to disclose any confidential or proprietary information of the other to any person unless requested in writing from the other to do so, and to bind its employees, officers and agents to this same obligation.
10. OWNERSHIP OF DOCUMENTS – Work product, such as field data, analyses, calculations, notes and other records relating to the project prepared by CONSULTANT shall remain CONSULTANT property. The CLIENT shall have use of the work product and software for the sole benefit of CLIENT with no third party beneficiaries intended. Reliance upon the Services and any work product is not intended for third parties. Files shall be maintained for a period of one (1) year by CONSULTANT.
11. SAFETY - Safe practices are to be considered a priority requirement in the performance of this AGREEMENT. CONSULTANT will comply with the provisions of Federal, State and local health and safety requirements.

12. **NON-DISCRIMINATION IN EMPLOYMENT** - CONSULTANT agrees and hereby certifies that in providing the services hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, or national origin. CONSULTANT shall abide by provisions of all applicable governmental regulations pertaining to non-discrimination.
13. **NOTICES** – All notices hereunder materially changing this AGREEMENT must be in writing to the designated CLIENT contact and CONSULTANT project manager.
14. **FORCE MAJEURE** – Neither CLIENT nor CONSULTANT shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes or civil unrest.
15. **IMMUNITY** – CLIENT does not waive its Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement, except as expressly provided below. Further, CLIENT fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
16. **ADDITIONAL TERMS** - None.

PART V - SIGNATURES

The parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

CLIENT: NATRONA COUNTY, WY

By: _____ Chairman, Natrona County Commission

Signature Title

John Lawson _____

Printed Name Date

CONSULTANT: IMS INFRASTRUCTURE MANAGEMENT SERVICES

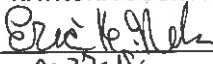
By:  _____ Firm Principal

Signature Title

Derek Turner _____ 9/26/2018

Printed Name Date

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

BY:  _____

DATE: 9-27-18

EXHIBIT "A"

SCOPE OF SERVICES

The following tasks are to be completed as part of a comprehensive data collection contract for the Natrona County:

Task Activity	Quant	Units	Unit Rate	Total
Project Initiation				
1. Project Initiation	1	LS	\$2,500.00	\$ 2,500.00
2. Network Referencing	305	T-MI	\$ 10.00	\$ 3,050.00
Filed Surveys				
3. Mobilization/Calibration	1	LS	\$2,500.00	\$ 2,500.00
4. Field Data Collection of Gravel Roads	305	T-MI	\$ 77.00	\$23,485.00
5. Digital Images @25-foot intervals	305	T-MI	\$ 14.00	\$ 4,270.00
Data Management				
6. Data QA/QC. Processing	305	T-MI	\$ 12.00	\$ 3,600.00
7. Gravel Roadway Data Spreadsheet & Delivery	1	LS	\$2,500.00	\$ 2,500.00
Total				\$41,965.00

Surface Condition Survey:

The road surface condition survey will be completed using the Road Surface Tester (RST). Natrona County will receive a continuous, objective and accurate survey of the surface conditions of the road network. Re-tests will be performed using previous sectioning where-ever possible. These network level surveys will be linked to the County's GIS. Single-direction testing will be performed on two-lane streets and two-direction testing on arterials, and collectors. The information gathered in this survey includes but is not limed to: inventory, roughness, rut depth, cracking, and texture.

GIS and Pavement Management:

IMS will provide a link between the County's GIS program and the gravel roads management data to enable the County display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans, and other data within the pavement management program. Natrona County will provide a copy of the County's current electronic centerline map prior to field data collection activities and assist in the effective maintenance of this link.

**Operating Agreement between
Natrona County and Casper Mountain Biathlon Club**

1. **Parties.** The parties to this Operating Agreement (“Agreement”) are Natrona County (“County”) and Casper Mountain Biathlon Club, a Wyoming non-profit, public benefit corporation (“CMBC”). The parties’ respective contact information is:

Natrona County
200 N Center, STE 115
Casper, WY 82601
307-235-9202
Fax: 307-235-9486

Casper Mountain Biathlon Club
1110 East End Road
Casper, WY 82601
307-215-4054

2. **Recitations.**

- A. County approved and passed Resolution 06-14, A Resolution Supporting Submission of Application to the Wyoming Business Council (WBC) through the Community Readiness Grant and Loan Program on behalf of the Casper Mountain Biathlon Club (Exhibit 1).
- B. County entered into a Contingency Agreement with CMBC on June 9, 2015 (Exhibit 2).
- C. T Cross T Ranch, LLC (“Ranch”) and CMBC entered into a Ground Lease Agreement dated June 12, 2015 for a fifty (50) year lease of a 40 acre tract of land on Casper Mountain (“Site”) (Exhibit 3).
- D. On June 15, 2015, the Ranch executed Instrument #994256, Quitclaim Deed, from the Ranch to Susan K. McMurry, of the 40 acre tract and Susan K. McMurry executed Instrument #994257, Deed of Gift, to Natrona County of the 40 acre tract (Exhibit 4).
- E. The County approved Resolution 26-15, A Resolution Accepting Lease and Property for Casper Mountain Biathlon Club on June 16, 2015. The County agreed to the transfer from the Ranch of its rights under the Ground Lease Agreement with the CMBC and agrees to accept the Gift Deed from Susan McMurry. Instrument #994255 Assignment and Assumption Agreement was executed whereby the County assumes the Ground Lease Agreement between the Ranch and CMBC (Exhibit 5).
2. **Purpose of the Agreement.** This Operating Agreement sets forth the parties’ responsibilities in the operation of the Biathlon Venue on the above described Site. In consideration of the mutual provisions herein, the parties agree as follows:

A. **County agrees to:**

County provides the Site. The Site and all improvements on the Site are provided **as is**.

- i. Provide snow removal at the Biathlon Venue public parking lot at the discretion of the Natrona County Road and Bridge Superintendent.
- ii. Provide grooming of the Venue and Nordic trails during a CMBC event and for the public at the time and schedule determined by the County starting when snow depths are appropriate for grooming and ending on or before the first weekend in April depending on snow conditions and for races, training or special events. County will not groom trail behind the Venue target line when the shooting range is being used.
- iii. County requires two week notice for grooming and snow removal for CMBC events. An event is defined as any race or activity that is preauthorized by Parks Department.
- iv. Publish and furnish area trail maps. County and CMBC will coordinate on biathlon mapping and signing.
- v. Provide a 10% commission from all fees derived from the sale of Nordic Trails Passes that are sold by CMBC.

B. CMBC agrees to:

- i. Refer to Attachment A, Responsibilities of CMBC.

3. **Effective Date and Term of Agreement.** This Agreement becomes effective upon the date of the last required signature. The term of this Agreement is five years from the effective date.

4. **General Provisions.**

- A. **Agreement Extension and Renewal.** After the expiration of a term of this Agreement, this Agreement may be renewed for another term of five year unless a party has given not less than 90 days' notice of its intent to terminate the contract to the other party. Neither party has a right to extension or renewal of this Agreement.
- B. **Amendments.** Any changes to this Agreement 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 Agreement without prior written consent of the other party.
- D. **Collateral.** No party shall use this Agreement or any part of this Agreement as collateral without prior written consent of the other party.

- E. **Waiver.** If a party waives a breach by the other party of a provision of this Agreement, 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 CMBC fails to perform in accordance with this Agreement, County may at its discretion:
- i. terminate this Contract, and/or
 - ii. withhold payment of commission, and/or
 - iii. give written notice and time to cure the breach to Contractor, and/or
 - iv. demand specific performance in accordance with this Agreement, and/or
 - v. pursue any other remedy allowed by law.
- G. **Notices.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Agreement.
- H. **Availability of Funds.** This Agreement is conditioned upon the availability of funds to County and CMBC. If such funds are not available to either party, that party may terminate this Agreement upon reasonable notice without any penalty. Neither party shall be liable for any future or any alleged damage resulting from the unavailability of funds. Neither party shall claim unavailability of funds for this Agreement in order to acquire similar services from a third party.
- I. **Audit / Access to Records.** Both parties shall promptly cooperate with any auditor authorized by the other party to perform an audit involving this Agreement.
- J. **Related Services.** Either party may enter other Agreements and/or contracts for services related to this Agreement. The other party shall promptly cooperate with such third parties.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Agreement. The courts in the State of Wyoming shall have jurisdiction over this Agreement and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Agreement.
- L. **Governmental Immunity.** The County does not waive and specifically retains any and all immunity provided by law, including, but not limited to, immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq.
- M. **Independent Contractor.** CMBC is an independent contractor. CMBC is solely responsible for its debts and other liabilities. CMBC is solely responsible for any taxes resulting from its performance of this Agreement including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. CMBC is solely liable for any civil liability arising from its performance of this Contract. Contractor shall not and cannot incur any obligation or liability on behalf of County. CMBC is not entitled to any compensation or other benefit from County under this

Agreement, except as specifically set forth in this Agreement. Nothing herein shall preclude CMBC from seeking or receiving funding from County, including County one-cent sales tax funding, and CMBC is authorized to use such funds to meet its obligations under this Agreement.

- N. **Compliance with Laws.** Each party shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Agreement. Including, but not limited to:
- i. the Civil Rights Act of 1964,
 - ii. the Fair Labor Standards Act,
 - iii. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*),
 - iv. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, *et seq.*), and
 - v. the Age Discrimination Act of 1975.
- O. **Indemnification.** CMBC shall indemnify and defend County and County's board members, employees, and other agents from any and all claims, lawsuits, losses, damages, penalties, costs, expenses, and liability arising out of Contractor's failure to perform or negligent performance of its responsibilities under this Agreement.
- P. **Insurance.**
- i. **General.** CMBC shall maintain and provide proof of comprehensive general liability insurance in an amount that must equal or exceed \$1,000,000.00 per occurrence from a company acceptable to County. CMBC shall list County and its officers and employees as additional named insured on the insurance and require the insurance company to also send any and all insurance notices to County.
 - ii. **Vehicle.** CMBC shall maintain insurance in an amount that must equal or exceed \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
 - iii. **Property.** If any buildings are constructed on the premises, fire and extended coverage including, but not limited to, water and flood damage, waiver of subrogation against County, loss of rents, and vandalism and malicious mischief insurance, each in an amount equal to not less than ninety (90%) of full replacement cost of the insured depreciation, naming as insured County, CMBC, and any mortgagee or mortgagees, as their representative interests may appear with respect to physical damage property coverage regarding any buildings on the premises.
 - iv. **Notice.** CMBC shall give or cause to be given, written notice of cancellation by the insurer of any insurance policy required by this Agreement not less than thirty (30) days prior to the effective date of such cancellation.

- Q. **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.
- R. **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.
- S. **Third Party Beneficiary.** The parties do not intend this Agreement to create any third party beneficiary.
- T. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Agreement 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, acts of a public enemy, fire, flood, earth quake, epidemic, quarantine restriction, freight embargo, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.
- U. **Titles for Reference.** Titles of sections in this Agreement are for reference only and shall not be used to construe the language of this Agreement.
- V. **Entire Agreement.** This document, consisting of 8 pages, Attachment A, consisting of 2 pages, and the attached Exhibits described below contains the entire Agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral. The parties may enter into additional agreements regarding operation of the biathlon venue separate from this agreement. The following Exhibits are attached and incorporated herein:
- a. Exhibit 1, Natrona County Resolution 06-14 – 3 pages.
 - b. Exhibit 2, Contingency Agreement Between Natrona County and Casper Mountain Biathlon Club – 7 pages.
 - c. Exhibit 3, Natrona County Resolution 26-15 – 24 pages.
 - d. Exhibit 4, AMEC Range Safety Letter – 5 pages.
 - e. Exhibit 5, AMEC Environmental Stewardship Plan – 21 pages.
- W. **Severability.** If any portion of this Agreement is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Agreement shall remain in effect, and either party may renegotiate the term(s) affected by the severance.
- X. **Signatures.** Each party signing below is authorized to sign this Agreement on behalf of its entity.
5. **Right of Entry and Inspection.** County and its representatives shall have the right of entry and the right of inspection of Site at all reasonable times.

6. **Construction of Building and Improvements.** CMBC agrees, at its own cost and expense, to apply for and secure all necessary permits or licenses required for any construction of improvements or structures on the range. Any structures and improvements shall be installed, operated, and maintained in accordance with the law and with the regulations and requirements of any and all governmental authorities, agencies, or departments having jurisdiction without cost or expense to the County. Building an improvement does not give the CMBC any interest in the land or any special right or equities, other than the right to remove the improvement at any time, subject to the land being left in a reasonably unimpaired condition.

NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS

CASPER MOUNTAIN BIATHLON CLUB

Chair

Date

Robert M. Rosser

20SEP18

Signature

Date

Robert M. Rosser

Printed Name

President

Title

ATTEST:

County Clerk

Date

Eric K. Kelly

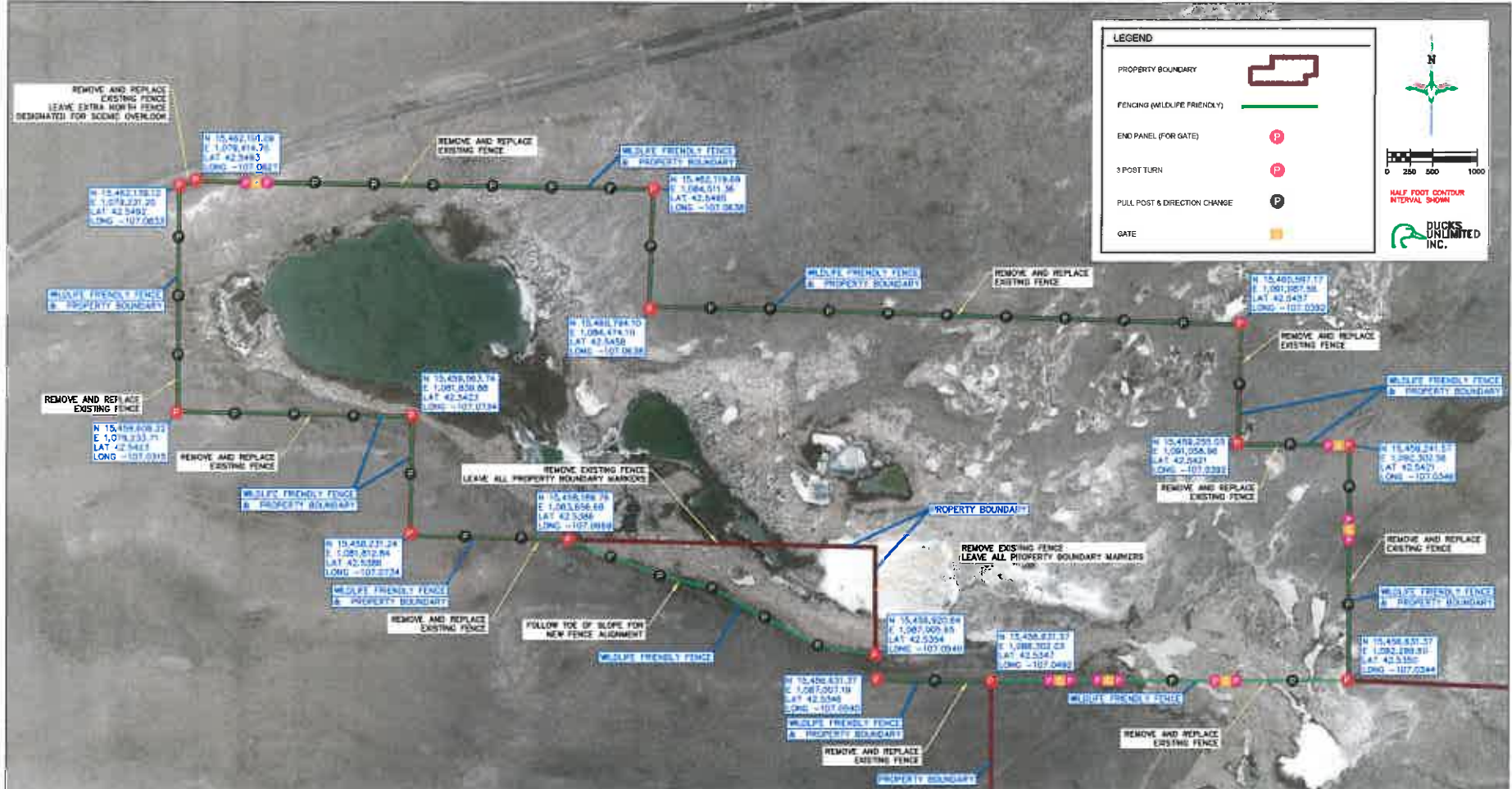
Approved as to form
County Legal Department

Attachment A

Responsibilities of CMBC

1. Construct and operate a Biathlon Venue in Natrona County providing opportunities for biathlon training and competitions in accordance with the Range Safety Letter dated January 20, 2016 (Exhibit 4) and the Environmental Stewardship Plan (Exhibit 5) both prepared by AMEC Environment and Infrastructure dated June 2013 and Natrona County Resolution 26-15. Any changes, additions or modifications must be approved by County in writing.
2. The Range may be operated during night-time hours for CMBC events and practices or public open range only when the Range Safety Officer (RSO) is present.
3. Maintain all CMBC facilities and equipment located on the property including fences, structures, range and targets at CMBC's expense in good order and condition.
4. Pay any applicable local, state, and/or federal taxes or assessments of any nature for the Site and for operations on the Site when due.
5. Arrange and pay for all utility services furnished to the Site for CMBC including, but not limited to water, gas, electricity, lights, telephone, sewer, and garbage disposal and shall pay for any such services when due per Exhibit 3.
6. Abide by all applicable local, state, and federal laws, rules, regulations or policies.
7. Maintain current licenses or permits required by law for the operation of the Biathlon Venue.
8. Sell to the public and CMBC members Natrona County Nordic Trail passes. Trails passes are required for anyone using groomed Nordic and Biathlon Venue trails.
9. Publically advertise and conduct "open range" times on a weekly basis for the entire year. CMBC shall be responsible for staffing a RSO whenever the range is open. RSO shall ensure that all range participants have the proper safety training and Nordic Trails pass on groomed trails.
10. Notify County of all CMBC biathlon events two weeks in advance. CMBC may schedule Venue events on a year-round basis and adhere to all County permit and insurance requirements for groups.
11. Permit the public ingress and egress over and across all trails included in the Site when Range is not in use. Public activities include, but are not limited to Nordic skiing, hiking, mountain biking and other athletic and recreational activities, and for no other purposes, unless otherwise approved by County in writing. Please refer to Exhibit 3, Ground Lease number 6.

12. Submit plans and specifications prior to the alteration or construction of any structures or improvements for the written approval by the County. Please refer to Exhibit 3, Ground Lease number 7 (c).
13. Maintain the roads and parking areas within the Site excluding the public parking lot off East End Road at Club's expense.
14. Provide fire protection and suppression as directed by the Fire Warden.
15. Establish and maintain the Site landscaping.
16. Control all noxious weeds within the Site.
17. Store all refuse in a covered container in a manner that prevents the refuse from being blown away.
18. Obtain written approval from County prior to using an insecticide, fungicide, rodenticide, and weed killer.
19. Provide to County contact information for CMBC operators responsible for trail grooming. Operators shall coordinate with County at least weekly or as needed.
20. CMBC shall restore whatever trails used for practices or events before reopening to the public. CMBC may utilize their own grooming equipment to groom when snow is 6 inches or less and provide to the County description of all equipment that may be utilized on Site.
21. Provide to County: **a.)** early season, low snow grooming plan; **b.)** highlighted maps of team practice courses and races as soon as they are available; **c.)** highlighted maps of trails to assist County with ongoing grooming; and **d.)** provide course markings, setup, and removal for special events and races.
22. Provide or assist with medical evacuation when necessary for a CMBC event.
23. County and CMBC acknowledge that they may enter into a separate and/or supplemental agreement related grooming as the use of the venue evolves.



- FENCE CONSTRUCTION NOTES:**
1. THERE WILL BE SOME SITE PREPARATION SUCH AS TREE REMOVAL AND MOWING IN ORDER TO INSTALL THE FENCE. THIS WILL BE CONSIDERED INCIDENTAL TO THE BID ITEM "SITE PREPARATION". WOODY DEBRIS SHALL BE SHREDDED OR CUT AT GROUND LEVEL AND PILED AT LEAST 60' INSIDE THE FENCE LINE.
 2. GATES, END POSTS, PULL POST ASSEMBLIES, AND 3 POST CORNER ASSEMBLIES SHALL BE CONSTRUCTED AS SHOWN ON SHEET 3.
 3. WOOD POSTS ARE REQUIRED EVERY TENTH POST. SEE DETAIL ON SHEET 3.
 4. ALL GATES, PULL POSTS, AND CORNER POSTS LOCATIONS WILL BE STAKED BY THE ENGINEER.
 5. WOOD LINE POSTS WILL BE REQUIRED FOR EVERY 3 STEEL LINE POSTS (4TH POST).
 5. THE MAJORITY OF THE FENCING WILL OCCUR ON A PROPERTY BOUNDARY WHICH HAS AN EXISTING FENCE. THIS EXISTING FENCE SHALL BE TAKEN DOWN AND HAULED AWAY. USE BID ITEM "MISCELLANEOUS - FENCE REMOVAL (DISPOSE OFF-SITE)" FOR THIS TASK.

"BEFORE YOU BID"
 BEFORE THE START OF CONSTRUCTION, THE OWNER OF ANY UTILITIES INVOLVED MUST BE NOTIFIED. THE EXCAVATOR/CONTRACTOR IS RESPONSIBLE FOR GIVING THIS NOTICE BY CALLING "ONE CALL OF WYOMING" AT 811. A 24 HOUR NOTIFICATION AND FULL DESCRIPTION OF LOCATION IS REQUIRED.

P:\ENGINEERING\CAD_& DESIGN\PROGRAMS\AutoCAD\WY\125 (Pulbfnder)\WY-125-1 Pulbfnder Fencing\WY-125-1_Pulbfnder_Sheets.dwg 4/4/2016

HORIZONTAL AND VERTICAL - COORDINATES ARE UTM ZONE 13 GRID COORDINATES IN US FEET [NAD83 (GORS98)]

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PRELIMINARY NOT FOR CONSTRUCTION

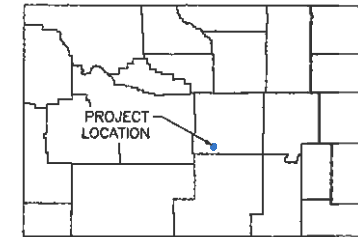
 DUCKS UNLIMITED INC.	PROJECT NO. WY-125-1	REVISION BY: EJE
	SHEET PLANS, RECORD OFFICE DATE: 4/4/2016	PATHFINDER NWR NW FENCE
	PROJECT OVERVIEW & SURVEY CONTROL	DATED BY: JADA
	SHEET NO. 2 OF 3	APPROVED BY:



DUCKS UNLIMITED

PROJECT

PATHFINDER NWR NW FENCE



WYOMING

SECTIONS 29 & 30, TOWNSHIP 30N, RANGE 85W, 6TH P.M.
& SECTION 25 TOWNSHIP 30N, RANGE 86W, 6TH P.M.
NATRONA COUNTY, WY

IN COOPERATION WITH
NAWCA

PLAN INDEX

- 1 LOCATION AND VICINITY MAPS
- 2 PROJECT OVERVIEW & SURVEY CONTROL
- 3 FENCING DETAILS

SPECIFICATIONS

- 101 GENERAL CONDITIONS
- 102 SUPPLEMENTAL CONDITIONS
- 201 MOBILIZATION
- 202 SITE PREPARATION
- 317 FENCING

ESTIMATED QUANTITIES

MOBILIZATION:	1 L.S.
SITE PREPARATION:	1 L.S.
FENCING:	
WILDLIFE FRIENDLY LINE FENCE	36,863 L.F.-A*
16' VEHICLE GATE	6 EA.
MISCELLANEOUS:	
REMOVE AND DISPOSE EXISTING FENCE OFF-SITE	35,934 L.F.-A*

-A* PAYMENT WILL BE BASED ON ACTUAL QUANTITY EXCAVATED, FILLED, REGRADED, CLEANED OUT, OR SUPPLIED AND INSTALLED



VICINITY MAP
SCALE: 1" = 0.25 MILE
PAVED ROADS = YELLOW



LOCATION MAP
SCALE: 0.8" = 1 MILE

DUCKS UNLIMITED ENGINEERS
KEVIN WARNER, P.E.
1625 SHARP POINT DR. SUITE 110
FORT COLLINS, CO 80526
(970) 590-1846

SCALE NOTE:
WRITTEN SCALES ARE ACCURATE
ON 24"X36" SHEET SIZE.

	PROJECT NO.	07-126-1	DATE	4/5/2018
	PROJECT NAME	PATHFINDER NWR NW FENCE	SHEET NO.	1 OF 3
	LOCATION & VICINITY MAPS	APPROVED BY:		

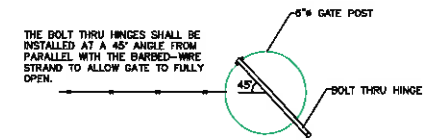
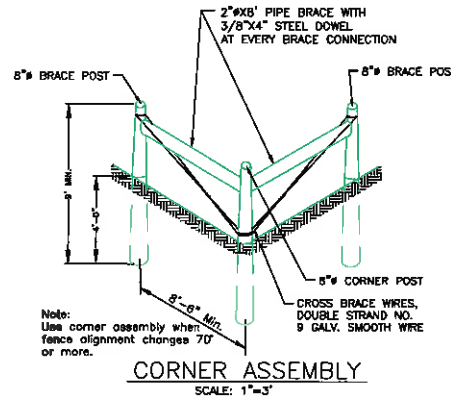
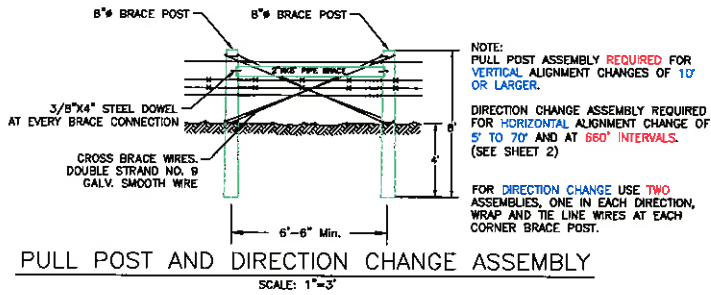
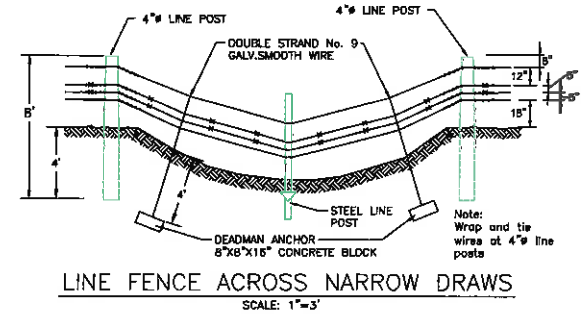
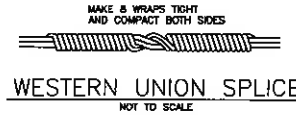
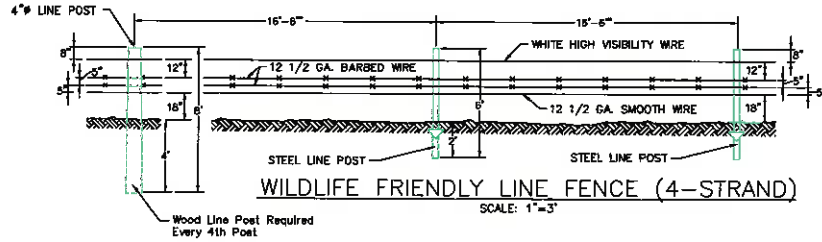
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"BEFORE YOU DIG"
BEFORE THE START OF CONSTRUCTION, THE OWNER OF ANY UTILITIES INVOLVED MUST BE NOTIFIED. THE EXCAVATOR/CONTRACTOR IS RESPONSIBLE FOR GIVING THEM NOTICE BY CALLING "ONE CALL OF WYOMING" AT 811, A 78 HOUR NOTIFICATION AND FULL DESCRIPTION OF LOCATION IS REQUIRED.

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY KEVIN J. WARNER, P.E. 12000 ON 11/5/2018. THE ORIGINAL, SIGNED AND SEALED DOCUMENT IS LOCATED IN THE DUCKS UNLIMITED GREAT PLAINS REGIONAL OFFICE IN BISMARCK, ND.

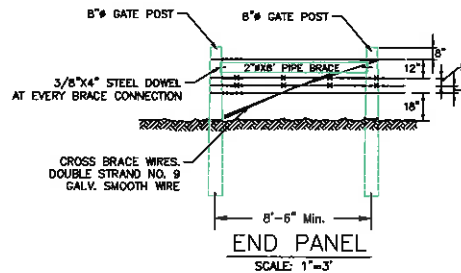
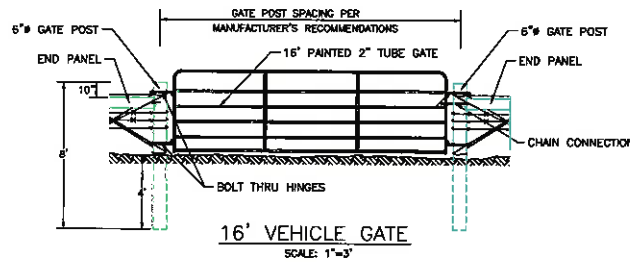
NOTES:

- 1) HIGH VISIBILITY WIRE SHOULD BE 12 1/2 GA. SMOOTH POLYMER-COATED (WHITE).
- 2) 8" STEEL POSTS WILL BE 1.33 GAUGE PLACED 24" IN THE GROUND.
- 3) POSTS WILL BE PLACED 3" STEEL TO ONE WOOD.



WILDLIFE FRIENDLY LINE FENCE NOTES:

1. FASTEN EACH HORIZONTAL BRACE WITH 3/8" x 4" STEEL DOWEL, 2" INTO THE POST.
2. STAPLE NO. 9 CROSS-BRACE WIRES TO QUARTER POINTS OF POSTS.
3. BARBED WIRE TO CONSIST OF TWO STRAND 12 1/2 GAUGE GALVANIZED WIRE WITH Z-POINT 14 GAUGE BARBS SPACE ON ABOUT 4" CENTERS. WIRE SHOULD NEVER BE KINKED OR NICKED.
4. ALL STEEL LINE POSTS SHALL BE TEE TYPE, WITH TRIANGULAR SHAPED GROUND PRESSURE PLATE. POSTS SHALL BE PAINTED IN ACCORDANCE WITH CONSTRUCTION SPECIFICATIONS. USE 6 FOOT LONG POSTS WITH A 1.25 POUND PER FOOT WEIGHT. FASTEN BARBED WIRE TO LINE POSTS WITH STANDARD CLAMPS.
5. ALL CORNER, GATE, POSTS, AND PULL POSTS SHALL BE WOOD AND TREATED IN ACCORDANCE WITH CONSTRUCTION SPECIFICATIONS.
6. STAPLES TO BE NO. 9 GAUGE, 1 1/2" LONG (1" LONG FOR HARDWOODS). AT CORNER AND GATE POSTS STAPLE EACH WIRE AT QUARTER POINTS OF POSTS. AT BRACE POSITS DOUBLE STAPLE EACH WIRE. DRIVE STAPLES DIAGONAL TO WOOD GRAIN AND AT A SLIGHT DOWNWARD ANGLE. WIRE SHALL BE WRAPPED AROUND EACH GATE POST, BRACE POST, AND CORNER POST TWICE AND TIED BACK ONTO ITSELF WITH AT LEAST 3 TIGHTLY WOUND WRAPS.
7. POSTS SHALL BE SET VERTICALLY AND IN ALIGNMENT PER PLANS.
8. WHEN WIRE SPLICE IS REQUIRED USE "WESTERN UNION SPLICE".
9. BACKFILL SHALL BE TAMPED IN LAYERS LESS THAN 4", FILL HOLE TO GROUND LEVEL. EARTH FILL SHALL BE CROWNED AROUND POST.
10. WIRE WILL BE PLACED ON THE INSIDE OF THE PERIMETER FENCE, UNLESS OTHERWISE NOTED BY THE DUCKS UNLIMITED ENGINEER.

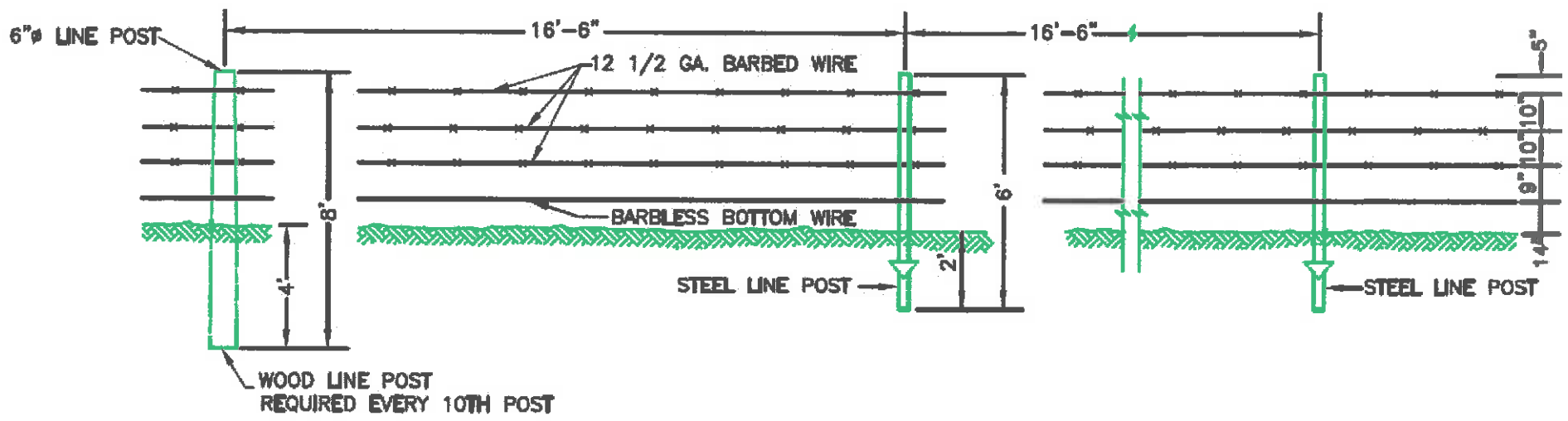


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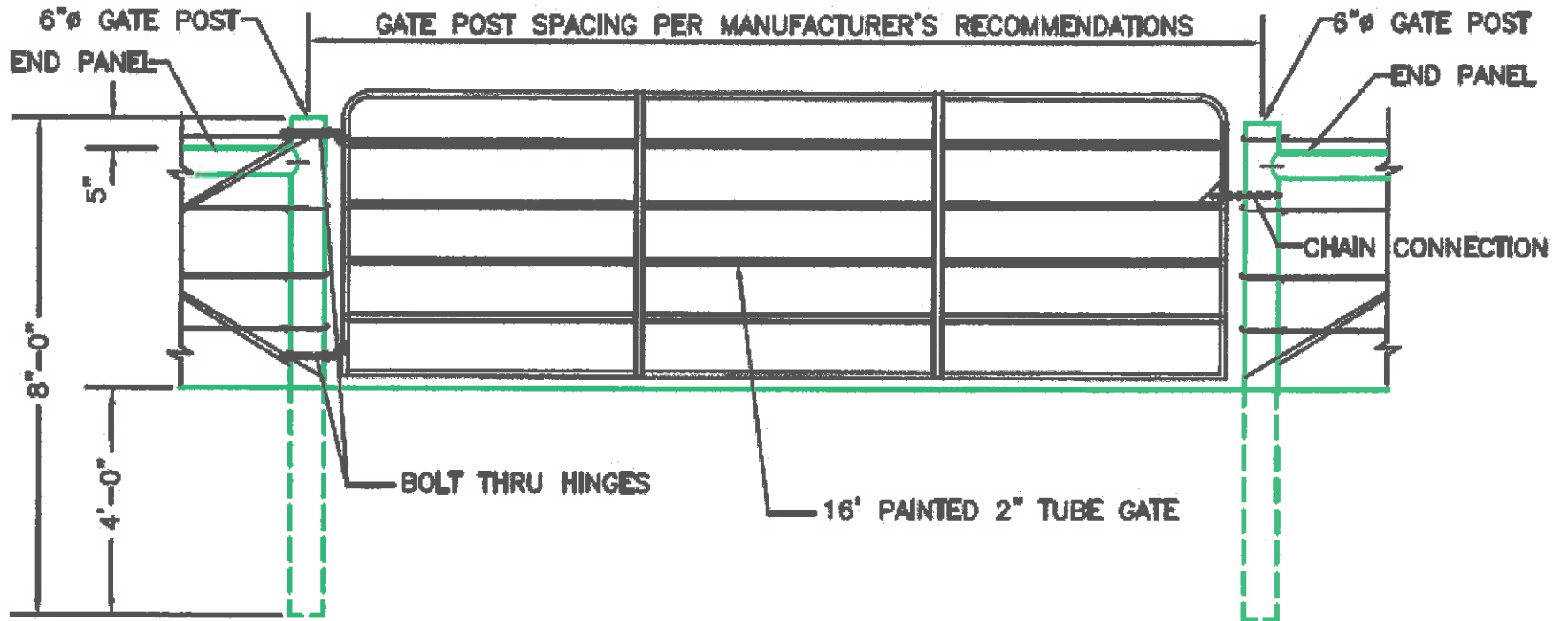
PRELIMINARY NOT FOR CONSTRUCTION

<p>DUCKS UNLIMITED INC. PROJECT PLANE NUMBER: OFFICE</p>	PROJECT NO. WY-125-1	DESIGNED BY: EJM
	PATHFINDER NWR NW FENCE FENCING DETAILS	DRAWN BY: EJM
DATE: 4/4/2018	SHEET NO. 3 OF 3	APPROVED BY: [Signature]



BARBED WIRE LINE FENCE (4-STRAND)

NOT TO SCALE



16' VEHICLE GATE
NOT TO SCALE

LICENSE

Date 9/14/18 Road Bucknum Road - 125

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to TWB Corp.

(hereinafter called the "Licensee"), to construct, maintain, use and operate Access Approach (hereinafter called the "Facility"), located in Section 6 Township 35N/81W, Range 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 _____, 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 license, 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 License 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 Existing Approach
(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 Mitchell [Signature] 9/17/18
Road & Bridge Superintendent
By _____
County Surveyor
By _____
Chairman of the Board of County Commissioners.

ATTEST:

County Clerk

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

ATTEST:

Secretary

President. X

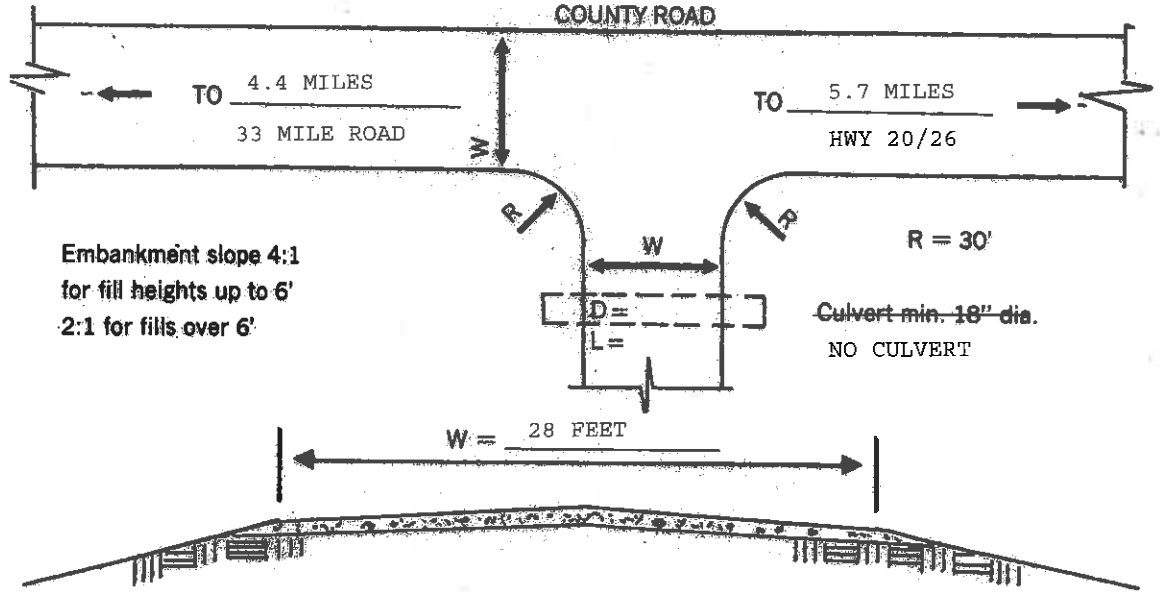
EXHIBIT 'A'

No. 29-18-18

COUNTY OF NATRONA
APPLICATION FOR AN APPROACH

Applicant: TWB CORP.

Address: 12050 BUCKNUM ROAD #1, CASPER, WY 82604 Phone: 307-224-5114



Furnish the Following Information:

- 1) Location: Section 6, Township 35 North, Range 81 West.
- 2) County Road Designation 125 (BUCKNUM ROAD)
- 3) Surface of County Road ASPHALT
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type SANDY LOAM
- 5) Sight Distance on County Road: EXCEEDS 500' IN BOTH DIRECTIONS
- 6) Reason for Approach EXISTING APPROACH. APPLICANT FOUND THAT THEY HAVE NO RECORD OF APPROACH BEING PERMITTED BY PRIOR OWNERS

7) Requirements:

- A) Approach must meet specifications for construction and surfacing of subdivision roads and streets.
- B) All disturbed areas must be seeded with a mixture and using methods approved by County Road Superintendent.
- C) Any changes to the approach required because of change to the County Road will not be the responsibility of the County.
- D) Attach approach x-section @ culvert. Show culvert design.

Approved:

Michaela Taylor 9/12/18
Road and Bridge Superintendent

[Signature] 9-14-18
Applicant or Agent Date

County Engineer

[Signature] 8/21/18
Registered Engineer Date
Wyo. 9632

County Commissioner

Approval Date:

Completion Date: