



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, June 7, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARINGS

A. Enlarge The Boundaries Of Skyline Ranches Improvement And Service District (Land on Boot Hill Rd, a Parcel located in and being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, Township 33 N, Range 80 W of the 6th P.M., NC, WY and 6545 Boot Hill Rd, a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27, Township 33 N, Range 80 W of the 6th P.M., NC, WY) (Resolution 14-16)

B. Proposed Formation Of The Fullspeed Improvement And Service District (Fullspeed Simple Subdivision, NC, WY. All in the SE Quarter (SE $\frac{1}{4}$) of the NE Quarter (NE $\frac{1}{4}$) of Section 29, Township 34 N, Range 79 W of the 6th Principal Meridian, NC, WY) (Resolution 15-16)

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

Tuesday, June 7, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF MAY 17, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$3,338,294.72

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

- A. Ratification of Alcova Reservoir Boat Club Lease
- B. Agreement between NC Commissioners & Townsquare Media for the Beartrap Summer Festival
- C. Amendment to the Alcova Reservoir Boat Club Lease
- D. Interagency Agreement between the Wyoming Department of Family Services (DFS) and NC BOCC
- E. Amendment One to the Contract between State of Wyoming, Department of Family Services (DFS) & NC BOCC
- F. Resolution 16-16 Naming Out of the Way Road

IV. STATEMENT OF EARNINGS

County Clerk	\$119,587.65
Planning	\$581.40
R&B	\$13,700.00
Lake	\$251,703.00
Parks/Mtn	\$12,308.00
TOTALING	\$397,880.05

V. LICENSE

- A. Track A Land & Cattle Co-CR 408-Underground 1.5" HDPE Pipeline-lic. #29-16-07

VI. BOARD APPOINTMENTS

A. Rebecca Albertson – Reappointment to the Casper Re-Entry Center Community Board (term ending June 30, 2019); Steve Emery – Reappointment to the Citizen’s Transportation Advisory Commission (term ending June 30, 2019); Sandra Cole– Reappointment to the Citizen’s Transportation Advisory Commission (term ending June 30, 2019); Wade Morrison– Reappointment to the Casper-NC Board of Health (term ending June 30, 2020); Audrey Cotherman– Reappointment to the NC Historic Preservation Commission (term ending June 30, 2019); Janie Nelson– Reappointment to the NC Historic Preservation Commission (term ending June 30, 2019); Matt Grant – Reappointment to the Memorial Hospital Board of Trustees (term ending June 30, 2019);Serena Cobb– Reappointment to the Memorial Hospital Board of Trustees (term ending June 30, 2019); Shannon Dutcher – Reappointment to the NC Public Library Board (term ending June 30, 2019);Hampton O’Neill– Reappointment to the NC Public Library Board (term ending June 30, 2019); Robert Bailey– Reappointment to the NC Planning & Zoning Commission (term ending June 30, 2019); Renee Penton-Jones– Reappointment to the NC Travel & Tourism Council (term ending June 30, 2019)

VII. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$2,151.41: 2015 STATE FARM MUTUAL AUTO INS CO - \$45.12; 2014 WILKINSON, MICHAEL - \$28.92; 2015 SIDELINES SPORTS BAR - \$2,077.37

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
May 17, 2016**

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

Consent Agenda:

Commissioner Lawson moved to approve. Commissioner Hendry seconded. Motion Carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Tracy Lamont (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick 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 Chadwick adjourned the meeting at 5:45 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

A&I / ST OF WY ENT TECH	8.61	CLERK/ADMIN	67,709.68
ADVANCED THERMAL SOLUTIONS	180.00	COCA-COLA BOTTLING COMPANY	281.00
AFLAC PREMIUM HOLDING	6,463.92	COLONIAL LIFE & ACCIDENT INS	216.18
AG DEPT	10,206.48	COMM/ADMIN	12,991.62
AIRGAS USA LLC	732.72	COMM/COUNTY ATTORNEY	18,096.73
ALCOHOL & DRUG TESTING, INC.	1,103.95	COMM/COUNTY DEVELOPMENT	35,170.72
ALL AREA PROCESS SERVICE	1,670.00	COMM/MAINT.SALARIES	21,052.06
ALL OUT FIRE	442.00	COMMUNICATION TECHNOLOGIES INC	2,468.55
ALSCO	79.57	COMPUTER PROJECTS OF	80.00
AMERICAN INSTITUTE TOXICOLOGY	1,610.00	CORONER	15,858.20
AMERICAN MEDICAL BROKERS	4,909.10	COTTON, TIMOTHY C PC	7,511.08
ANDERSON CARPET CLEANING INC	150.00	COTTRELL, LARRY	27.84
ANIXTER, INC/DALLAS	1,861.27	COWBOY CHEMICAL	2,588.30
ARCA SEARCH CORPORATION	156,509.50	CRUM ELECTRIC SUPPLY CO	44.88
ASSESSOR	50,730.78	DEWITT WATER SYSTEMS & SERVICE	140.00
ATLAS OFFICE PRODUCTS	5,762.41	DEX MEDIA WEST INC	12.17
BAR D SIGN COMPANY	1,010.79	DIAMOND VOGEL PAINTS	921.27
BENNETT, THOMAS L MD	5,598.30	DISTAD, ERIC A	2,850.00
BIGGS ELECTRIC LLC	17,455.00	DOOLEY OIL CO INC	16,075.40
BLOEDORN LUMBER - CASPER	15.63	DOYLE, TOM	244.50
BOB BARKER COMPANY INC	229.26	DRUG COURT	15,534.87
BROWN, JACQUELINE K	5,000.00	DRUG TESTING SVCS NATRONA CTY	366.00
BUSTARD'S FUNERAL HOME INC	1,000.00	DUSTBUSTERS INC	4,267.19
CALIFORNIA STATE DISBURSEMENT	378.00	EMBLEM ENTERPRISES, INC.	141.25
CALL2TEST LLC	322.20	EMERGENCY MEDICAL PHYSICIANS	498.00
CAPITAL BUSINESS SYSTEMS INC	326.00	ENERGY LABORATORIES INC	87.00
CASE, KARLA	355.00	ENTENMANN-ROVIN CO	298.75
CASPER CONTRACTOR'S SUPPLY INC	496.02	FASTENAL COMPANY	202.03
CASPER FIRE EXTINGUISHER	206.00	FEDERAL EXPRESS CORP	69.27
CASPER MEDICAL IMAGING PC	736.00	FERGUSON ENT INC #109	132.27
CASPER- NATRONA CNTY HEALTH	610.00	FERGUSON WATERWORKS#1701	110.55
CASPER STAR TRIBUNE	1,326.01	FIRST INTERSTATE BANK	2,302.06
CASPER WINNELSON COMPANY	46.96	FLEMING SUPPLY INC	10.42
CASPER WINNELSON COMPANY	95.00	GCR TIRES & SERVICE	57.50
CDW GOVERNMENT INC	1,129.71	GEOTEC INDUSTRIAL SUPPLY	1,107.00
CENTRAL PAINT & BODY INC	1,300.00	GRAINGER	12.10
CENTRAL WYOMING FAIR AND RODEO	51,442.00	GREINER MOTOR CO-CASPER	53.15
CENTURYLINK	7,469.06	GRIZZLY EXCAVATING	98,537.22
CENTURYLINK BUSINESS SERVICES	11.37	HARDEN, CHAD E	5,000.00
CENTURYLINK/SEATTLE	2,630.19	HAUCK2WHOLESALE, LLC	2,559.09
CHAMBERS, JOHN D	5,000.00	HEALTH SMART BENEFIT SOLUTIONS	576.00
CHARTER COMMUNICATIONS	209.34	HENSLEY BATTERY LLC	227.74
CHILD SUPPORT ENFORC	52,266.08	HONDA OF CASPER	49.88
CIRCUIT COURT OF THE 7TH	342.49	HOOD'S EQUIPMENT	109.96
CITY OF CASPER	11,867.70	HOTTEL, CINDY	350.00
CLERK OF COURT/ADMIN	40,142.28	ICMA RETIREMENT TRUST -457	1,230.00
CLERK OF DISTRICT COURT	3,893.46	INCAPTION INC	3,475.31
CLERK OF DISTRICT COURT	4,252.91	INFOR TECH	41,769.19

INTERMOUNTAIN MOTOR SALES INC	207.00	REED, CHARMAINE A	54.00
INTERNATIONAL CODE COUNCIL INC	96.00	RICOH USA INC	396.01
INTOXIMETERS, INC.	266.50	RMI	425.00
IRS	125.00	ROCKY MOUNTAIN POWER	2,030.63
JACOBSEN, JODDEE	129.34	RODOLPH BROTHERS INC	269.86
JH MECHANICAL	920.00	SALT CREEK JOINT POWERS BOARD	285.35
JOHNSON CONTROLS, INC.	41,842.70	SCHLAGER, STEVE	17.91
KADRMAS LEE & JACKSON INC	2,470.17	SECRETARY OF STATE	60.00
KELLY SERVICES INC	1,254.00	SERVPRO OF CASPER	120.00
K-MART	24.44	SHAMROCK FOODS COMPANY	26,530.05
KNIFE RIVER	348,242.47	SHERIDAN CONVENTION CENTER	534.00
LIFETIME HEALTH & FITNESS	1,455.30	SHERIFF/ADMIN	294,904.40
LOGOS IMAGING LLC	1,664.69	SHERIFF/COURTHOUSE SECURITY	55,869.42
M.A.D. TRANSPORTATION	349.00	SHERIFF/EMERG MANAG	10,745.88
MACKLER, RICHARD	81.85	SHERIFF/JDC	3,500.00
MCLEOD, NADINE	250.00	SHERIFF/NEW JAIL	425,356.12
MCMURRY READY MIX	4,045.43	SHIRK'S ENTERPRISES	1,074.00
MERCER FAMILY RESOURCE CENTER	14,558.51	SIX ROBBLEES' INC	116.50
MIDWEST HOSE & SPECIALTY INC	28.40	SMITH, SERRI OLIVIA	160.00
MIDWEST MEDICAL SUPPLY	1,212.30	SMITHS DETECTION INC	8,423.00
MIQUELLE'S CONSULTING, INC.	602.00	SOURCE GAS LLC	11,586.54
MORRISON, KERRY D M.D.	1,175.30	SOUTHLAND MEDICAL CORPORATION	850.27
MOUNTAIN STATES LITHOGRAPHING	1,997.80	SPORTSMAN'S WAREHOUSE	134.97
MULLEN, ROBERT L	1,885.25	STERLING INFOSYSTEMS INC	160.00
MY EDUCATIONAL RESOURCES	36.00	STEWART & STEVENSON	1,140.87
NADA USED CAR GUIDE	240.00	SUMMIT ELECTRIC LLC	1,250.40
NAPA AUTO PARTS	370.90	SUTHERLANDS	179.20
NATIONWIDE	50.00	SYSTEMS CONSULTING INC	15,278.00
NATRONA CNTY SHERIFF'S IMP	2,553.50	THE SANBORN MAP COMPANY, INC.	19,197.88
NATRONA COUNTY PUBLIC LIBRARY	19,360.00	THOLSON, MIKE	50.00
NC EMPLOYEE	283,326.83	THOMSON REUTERS - WEST	1,425.77
NC TREASURER	354,185.04	TICHENOR, ROWAN E MD PC	102.00
NORCO, INC, SLC, UT	7,176.77	TLC CLEANING	21,500.00
ORCHARD TRUST COMPANY	7,820.00	TREASURER	44,854.34
OUTPATIENT RADIOLOGY, LLC	726.00	TUBOSCOPE	19,080.00
PACIFIC STEEL & RECYCLING	24.12	ULTRAMAX	498.00
PAETEC	14.43	UNITED STATES POSTAL SERVICE	298.00
POSTMASTER/MILLS	434.00	UNITED STATES POSTAL SERVICE	298.00
POWDER RIVER SHREDDERS LLC	380.00	UNITED WAY OF NC	224.75
PRINTWORKS	763.27	UNIVERSITY OF WY/COLL OF AG	14,719.08
PROCESS SERVICE OF WYOMING INC	1,530.00	VALIC	75.00
PROFESSIONAL CLEANING SYSTEMS	2,666.00	VERIZON WIRELESS	77.12
PUBLIC SAFETY CENTER INC	847.77	VLASTOS & DRELL, P. C.	150.00
QUALITY OFFICE SOLUTIONS INC	3,575.41	WACO	325.00
R&B/ADMIN	67,140.57	WAL-MART COMMUNITY	32.74
R&B/LAKE	8,630.93	WARRIOR KIT	955.00
R&B/PARKS DEPT	15,489.72	WATCH GUARD DIGITAL	8,325.42
R&B/VEHICLE SERVICE	14,622.41	WEAR PARTS INC	102.98

WELLS FARGO BANK NA	2,500.00	WYDOT-FINANCIAL SVCS	1,560.74
WESTERN STATES FIRE	2,116.92	WYOMING INSTITUTE FOR	600.00
WHITE'S MOUNTAIN MOTORS	33.13	WYOMING OFFICE PRODUCTS	21.90
WLC ENGINEERING	27,598.88	WYOMING ORAL &	4,390.00
WOOD, CINDY ATTNY AT LAW	5,047.57	WYOMING RETIREMENT SYSTEM	219,951.69
WORTHINGTON, LENHART	217.50	YOUTH CRISIS CENTER INC	2,387.86
WY CHILD SUPPORT	1,235.00		
WY DEPT OF WORKFORCE SERVICES	16,985.90		3,338,294.72



Alcova Reservoir Boat Club Lease

1. **Parties.** The parties to this contract are Natrona County ("County") and Casper Boat Club, a nonprofit Wyoming corporation ("Lessee"). The parties' respective contact information is:

Department Director
Natrona County Parks
P.O. Box 848
Mills, WY 82644
307-235-9325

Casper Boat Club
P.O. Box 2123
Casper, WY 82602

2. **Recitations.**

- A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir¹, Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").
- B. This Lease is contingent upon the Management Agreement remaining in effect.
- C. This Lease is subordinate to the Management Agreement.
- i. Any agreement Lessee enters with a third party is subordinate to the Management Agreement and this Lease.
- D. The Management Agreement includes *Exhibit F* - "Casper Boat Club" (the "Site Plan"). A legal description of the Site Plan is attached to this Lease as *Exhibit 1*.
- E. Pursuant to the Management Agreement, County has authority to issue limited use authorizations in accordance with 43 CFR 429.5.²
- i. Limited use authorization does not convey ownership or other interest in the Federal real property.
- ii. Limited use authorization shall be for a specified period.
- iii. Limited use authorization shall not provide an automatic right of renewal.
- iv. Limited use authorization is fully revocable at the discretion of Reclamation.
- v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.

¹ The Management Agreement uses both "reservoir" and "lake" to refer to the same Alcova body of water.

² Management Agreement ¶ 19(i).

- F. Reclamation retains all of its rights, including, but not limited to its right to:
 - i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement; and
 - v. Change the level of Alcova Reservoir.

G. Portions of Title 43 of the Code of Federal Regulation specifically apply to this Lease.

H. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Club Site, pending a greater public use as determined by Reclamation.

- 3. **Purpose of Lease.** The purpose of this Lease is for County to lease the area shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
- 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 May 19, 2016 to May 18, 2021, inclusive. Following are the Lease years:
 - A. First Lease year – May 19, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021
- 5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including the Club Site.
- 6. **County's Obligation(s).**
 - A. County leases the area shown on the Site Plan and described in the attached *Exhibit 1* (the "Club Site") **as is** to Lessee.
 - B. County will provide a metered water tap and sewer connection in the area shown on the Site Plan during the Seasonal Operation Period (the "Services").
 - i. If Lessee wants any service not specified in this Lease (nonexclusive examples include garbage dumpsters, propane, electrical, and satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and service fees.

7. **Lessee's Obligation(s)**. In exchange for County leasing the Club Site to Lessee, Lessee shall:

A. **FEES**.

- i. Lessee shall pay the following fees:
 - a. **Rent**. For the first Lease year, **\$25,000.00** for annual rent.
 - b. **Services**. The County will bill Lessee the actual cost for water and sewer taps (the "Services"). Lessee shall pay the cost of the Services within ten days of the invoice date.
 - c. **Transfer**. **If** the parties agree by prior written consent that Lessee may transfer this Lease, Lessee shall pay a \$25 transfer fee.
- ii. For the first Lease year, Lessee shall pay the fees for rent and the Services no later than **June 1, 2016**. Each year thereafter, Lessee shall pay the annual rent and trash service fees no later than **May 19th** of that Lease year.
- iii. Lessee shall pay any and all past due fees no later than June 1, 2016.
- iv. All fees are nonrefundable.
- v. County will annually adjust the rent fee based on the ten-year weighted average of the Consumer Price Index as determined for recreational sites by the Trust Land Management Division of the State of Wyoming.

B. **LIABILITY INSURANCE**. During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Club Site in a minimum amount of \$500,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall list both County and Reclamation as additional insureds on the insurance and require the insurance company to send any and all notices to both the County and Reclamation. Lessee shall provide proof of insurance to the Natrona County Parks "Department Director" at the above address no later than the effective date of this Lease.

Reclamation's address is: Area Manager, Bureau of Reclamation, Wyoming Area Office, P.O. Box 1630, Mills, WY 82644.

C. **PROPERTY INSURANCE**. During the entire term of this Lease, Lessee shall maintain property insurance in an amount sufficient to replace all improvements on the Club Site from a company acceptable to County. Lessee shall list both County and Reclamation as additional insureds on the insurance and require the insurance company to send any and all notices to both the County and Reclamation. Lessee shall provide proof of insurance to the Department Director no later than the effective date of this Lease. A list of improvements on the Club Site is attached to this Lease as *Exhibit 2*.

D. **ACCESS**. County and Reclamation and their respective agent(s) shall have reasonable access to and entrance on the Club Site. Access and entrance include going onto the Club Site in the Lessee's absence at reasonable times.

E. PROHIBITED. Lessee shall not:

- i. Change the use of the Club Site;
- ii. Prevent access to the Alcova Reservoir shoreline;
- iii. Commit or allow anyone else to commit waste of the Club Site;
- iv. Create or allow anyone else to create a nuisance on or of the Club Site;
- v. Store any member's personal property on the Club Site from October 16th through April 14th;
- vi. Construct any improvement on the Club Site, including, but not limited to a **dock**, interior driveway modifications, fence, deck, porch, shed, sun shade, and waterfront structure without approval from the Natrona County Development Department and obtaining the required zoning certificate. County will not issue a zoning certificate if Lessee is in breach of any term of this Lease;
- vii. Construct a substantial improvement without prior approval of Reclamation. Such permission to place a substantial improvement on the Club Site would be a limited license pending a greater public use as determined by Reclamation and does not give the owner of the improvement any interest in the land or any special rights or equities, other than the right to remove the improvement at any time, subject to the land being left in reasonably unimpaired condition;
- viii. Allow any construction on the Club Site by any person who is not a Natrona County licensed contractor;
- ix. Build any improvement below an elevation of 5,500 feet except a waterfront improvement. Lessee is required to obtain County approvals required in this Lease for a waterfront improvement;
- x. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a pre-existing use;
- xi. Build or use any fire pit or fire ring without approval of the Natrona County Fire Warden (the "Fire Warden"). Lessee shall retain a copy of such written approval on the Club Site and produce the approval if requested by County, any law enforcement officer, or the Fire Warden;
- xii. Provide reasonable fire protection and suppression as directed by the Fire Warden;
- xiii. Leave or burn refuse;
- xiv. Dispose of sewage except in accordance with federal, state, and local laws;
- xv. Cut or take timber from any area covered by the Management Agreement; or
- xvi. Allow livestock to graze or stable on the Club Site.
- xvii. Build or place any improvements outside of the Club Site Lease.

F. REQUIRED. Lessee shall:

- i. Permit the public at all times ingress and egress over and across all of the water surface and land below 5,500 feet elevation included in the Club Site;
- ii. Maintain the roads and parking areas within the Club Site at Lessee's expense in a manner acceptable to County;
- iii. Provide and maintain at Lessee's expense all utilities to the Club Site including, but not limited to water facilities, sewage disposal, and refuse disposal in a manner acceptable to County;
- iv. Establish and maintain the Club Site landscaping in a manner acceptable to County. Lessee shall obtain approval from County prior to changing the Club Site landscaping;
- v. Control all noxious weeds within the Club Site;
- vi. Promptly clean up after Lessee's members' dog(s);
- vii. Store all refuse in a covered container, in a tidy manner, and in a manner that prevents the refuse from being blown away;
- viii. Obtain written approval from County prior to using an insecticide, fungicide, rodenticide, and weed killer;
- ix. Maintain a record of the Boat Club's operations in accordance with Generally Accepted Accounting Principles and submit an annual report that shows the Boat Club's receipts and expenditures to County no later than November 15th for the immediately preceding Seasonal Operation Period; and
- x. Submit to County a list of the Boat Club's members and Officers no later than November 15th for the immediately preceding Seasonal Operation Period.
- xi. Submit all proposed construction activities to the Department Director. The Department Director shall seek Reclamation's approval on substantial lot improvements, and submit his recommendation on the proposed improvements to the Natrona County Development Department for its review and approval.

G. USE. Lessee and its members may use the Club Site during the Seasonal Operation Period.

- i. Lessee shall not allow its members or a third party to violate the terms of this Lease.
- ii. Lessee shall not use the sewage facilities at the Club Site (if any) or anywhere in the Reservoir Area from October 16th through April 14th.
- iii. Lessee has sole control over operation of Club Site in accordance with the terms of this Lease.
- iv. Lessee shall allow only its members to use the Club Site facilities.

- a. However, during regattas and special events, Lessee may allow nonmembers to use the Club Site facilities. Lessee shall obtain prior approval from County for each regatta and special event it wants to hold on the Club Site.
 - b. Lessee shall allow only its members to purchase goods and services at the Club Site. With the exception that in case of an emergency, Lessee may sell gas to nonmembers.
 - c. Lessee shall allow only its members and its members' guests to dine at the Club Site restaurant.
 - d. Lessee may apply reciprocity only to members of the Alcova Reservoir Water Ski Club.
 - v. Lessee may sell alcoholic and malt beverages upon the leased premises in accordance with all applicable laws.
 - vi. Lessee and its members shall not stay overnight at the Club Site except at the designated RV campsites.
 - vii. Lessee may allow use of no more than twelve Recreation Vehicle (RV) campsites. A member cannot use a campsite for overnight camping for more than ten consecutive days.
 - viii. Lessee may allow use of a land boat docking facility with no more than thirty spaces.
8. **Lease Extension and Renewal.** Neither party has a right of extension or renewal of this Lease.
9. **General Provisions.**
- A. **Amendments.** Any changes to this Lease shall be in writing signed and dated by all parties.
 - B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of all parties.
 - C. **Collateral.** No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.
 - D. **Waiver.** If a party waives a breach by another party of a term 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.
 - E. **Breach.** If Lessee fails to perform in accordance with this Lease, County may at its discretion:
 - i. terminate this Lease, and/or
 - ii. give written notice and time to cure the breach to Lessee, and/or
 - iii. demand specific performance in accordance with this Lease, and/or

- iv. pursue any other remedy allowed by law.
- F. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all of County's reasonable attorneys' fees in enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Club Site.
 - i. Lessee shall remove improvements within 90 days of termination of this Lease.
- G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **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.
- I. **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. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws. This includes, but is not limited to, complying with the Americans with Disabilities Act and all equal employment laws.
 - i. Lessee shall not discriminate against qualified individuals with disabilities and will provide reasonable accommodations as required by law in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training.
 - ii. Lessee shall provide equal employment opportunities and a work environment free from harassment to all individuals without regard to age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training. Lessee shall post notices regarding equal employment in its facilities.
 - iii. Lessee shall conduct all of its business including, but not limited to, selecting service, supplies, and equipment providers and repair persons without regard to age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation.

- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **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, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **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.
- P. **Entire Lease.** This document consisting of 10 pages contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. **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 either party may renegotiate the term(s) affected by the severance.

NATRONA COUNTY

CASPER BOAT CLUB

Forest Chadwick 5-18-16
 Chair, Board of County Commissioners Date

Chris Trujillo 5/17/16
 Commodore/President, Casper Boat Club Date

ATTEST:

ATTEST:

Renea Vitto 5-18-16
 County Clerk Date
 My term of office expires
 January 7, 2019

Festi Edwards 05/17/16
 Festi Edwards, Secretary Date

Hornah
 Approved as to form
 County Legal Department

Casper Boat Club

Alcova Lake
Natrona County, Wyoming

Exhibit 1

Alcova Reservoir Boat Club Lease

Located in and being portions of the SESE of Section 26 and NENE of Section 33; and NWNW of Section 34 in T30N R83W of the 6th Principal Meridian Natrona County, Wyoming



LAKEVIEW RD

LAKE SHORE DR

T
30
N

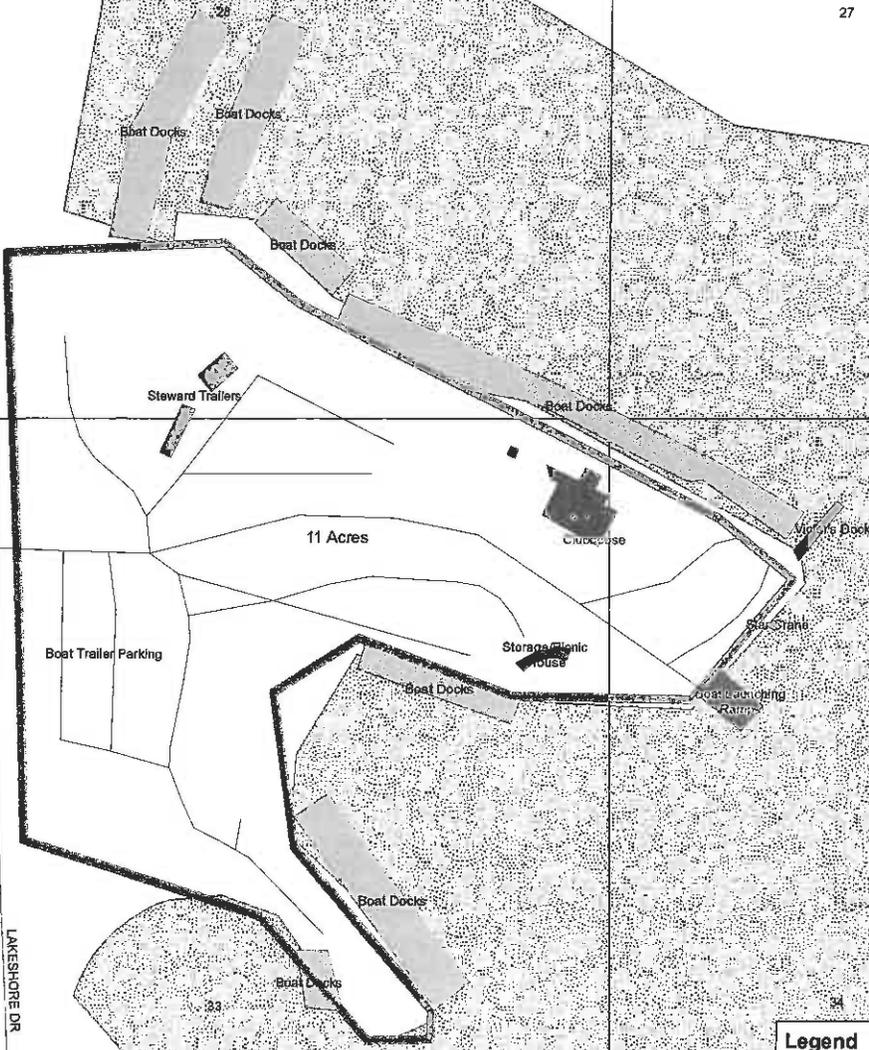
T
30
N



Map projection: NAD 83 State Plane Wyoming East Central

Disclaimer:
The information that is supplied by the Natrona County Geographic Information Systems (NGIS) department is public information and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of Natrona County Government. NGIS will not be held liable as to the validity, correctness, accuracy, completeness, and/or reliability of this data. NGIS furthermore assumes no liability whatsoever with the use or misuse of this public data.

Map Reproduction:
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Legend

- Roads
- Boat Club Boundary 11 Ac
- Boat Docks
- Boat Launching Ramps
- Clubhouse
- Star Crane
- Steward Trailer
- Storage Picnic House
- Storage Shed
- Victor's Dock
- Alcova Lake
- Aliquot
- Section

Prepared by:
Natrona County GIS
December 18, 2015

Alcova Reservoir Boat Club Lease

Exhibit 2

One Club House
23 Power Poles
Well House (8' X 8'8")
Tool Shed (8'2" X 12'3")
Lower Deck (26' x 23')
4 Trash Receptacle Pads (296 sq.ft.)
Split Rail Fence (1248')
Metal Cable Fence (1026')
Main Gate
Satellite Dish
Flag Pole
Chain Link Fence (240')
Sprinkler System
Septic System
Gas Storage Tank
Retaining Wall (2399')
94 Docks (188 slips)
Courtesy Dock
Gas Dock Walkway (140' x 12'6")
Decks (not including lower deck)
1. 9'10" x 14'4"
2. 16'3" x 18'7"
Electrical Hookups
(17)
Dock Walkways (Concrete or wood 1494')
Beach House (81'6" x 12')
Log Break Water (250')
#1 Boat Ramp (60' x 19')
#2 Boat Ramp (57' x 16')
Gas Dock Shed (6' x 7')
Gasoline Pump
Stair (7 sets)
Pavement (33920 sq. feet)
#1 Trailer (80' x 14')
#2 Trailer (60' x 14')
Concrete Sidewalks

Parties may increase the number of the items listed on the left which they deem necessary after such item(s) is approved by the Board.

Helicopter pad
8 x 20 portable Conex box

**AGREEMENT BETWEEN NATRONA COUNTY COMMISSIONERS and
TOWNSQUARE MEDIA for the BEARTRAP SUMMER FESTIVAL**

This Agreement is made and entered into this 7th day of June 2016, by and between the Board of County Commissioners of Natrona County (hereinafter "BOCC"), 200 N. Center, Suite 115, Casper, WY 82601 and Townsquare Media (hereinafter "Lessee"), 150 N. Nichols, Casper, WY 82601.

WITNESSETH:

Whereas, Lessee is promoting the annual Beartrap Summer Festival; and

Whereas, Lessee is soliciting sponsors; and

Whereas, BOCC is the owner of the property on which the Festival is held and desires to authorize the event on August 6th and 7th, 2016; and

Whereas, Lessee desires to also manage adjacent campsite reservations for four (4) days centered on the event; i.e. from August 5th through August 8th, 2016.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. BOCC shall lease Beartrap Meadow, all adjacent campsites and parking areas as depicted on attached site plan for four (4) days at \$750 per day for a total of \$3,000. BOCC, in consideration of being named and advertised as a major sponsor of the event, shall provide in-kind services valued at \$15,000. Upon request, BOCC will provide Lessee an accounting of costs based upon the normal hourly rate/overtime incurred by its employees for the following services and out-of-pocket expenses:
 - a. Provide personnel to prepare the Meadow and environs for the event
 - b. Furnish and install traffic control devices such as striping, signage, fencing, etc.
 - c. Furnish and install up to six (6) portable power distribution centers
 - d. Perform grading for portable stage (by Lessee) and its staging area
 - e. Provide refuse collection and control
 - f. Manage restroom and campsite maintenance
 - g. Maintain gravel roads and parking lots in the immediate vicinity
2. BOCC shall provide security and law enforcement via its Sheriff's Office.
3. BOCC agrees to receive and pass through any tax-exempt donations to Lessee until such time as a tax-exempt organization is formed.
4. Lessee shall obtain a commercial general liability insurance policy with a One Million Dollar (\$1,000,000) combined single limit, naming the County as an additional insured.

Beartrap Festival Agreement

5. Lessee shall create and manage a system for all campsite reservations and include pertinent requirements thereon from Sections 7 and 12 of the Natrona County Parks Rules concerning camping and fires, respectively.
6. For an attendee reserving a camping unit, Lessee shall impose a surcharge the \$10 per night per Festival ticket for each camping unit, including tent campsites within the Meadow. All camping proceeds shall be tabulated and forwarded to the County Parks Dept on or before August 18, 2016.
7. The term of this Agreement shall be from the date hereon through August 8, 2016 to allow time for the Lessee to cleanup and restore the Meadow and environs.
8. **Governmental Immunity.** The BOCC does not waive any right(s) it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The BOCC specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
9. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
10. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.
11. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. Townsquare Media shall not use this Agreement, or any portion hereof, for collateral for any financial obligation, without the prior written permission of the BOCC.
12. **Compliance with Laws.** Townsquare Media shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
13. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties hereto. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations hereunder.
14. **Indemnification.** Townsquare Media shall indemnify, defend and hold harmless Natrona County, the BOCC, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses, expenses, damages, injuries and liabilities, arising out of Townsquare Media's performance under this Agreement.

DATED this ____ day of June, 2016

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Forrest Chadwick
Chairman

ATTEST:

APPROVED AS TO FORM:

Renea Vitto
County Clerk

Heather Duncan-Malone
County Attorney

DATED this ____ day of June, 2016

TOWNSQUARE MEDIA — LESSEE

Bob Price



Amendment to the Alcova Reservoir Boat Club Lease

1. Recitations.

- A. On May 17, 2016 the Natrona County Board of County Commissioners approved the *Alcova Reservoir Boat Club Lease* (the "Lease").
- B. Section 9(a), page 6 of the Lease sets forth how the Lease may be amended.
- C. Every term of the Lease remains in full effect except for the following amendments.

2. Amendments.

- A. Section 7(E)(v), page 4 of the Lease is deleted.
- B. The second sentence of Section 2(D), page 1 is amended as follows:
A ~~legal description~~ drawing of the Site Plan is attached to this Lease as Exhibit 1.
- C. Section 9(P), page 8 is amended to include this *Amendment to the Alcova Reservoir Boat Club Lease* as part of the Lease.

- 3. **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. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.

NATRONA COUNTY

CASPER BOAT CLUB

Chair, Date
Board of County Commissioners

 5/19/16

Chris Trujillo Date
Commodore/President, Casper Boat Club

ATTEST:

ATTEST:

County Clerk Date

 05/19/16

Festi Edwards, Secretary Date

Approved as to form
County Legal Department

**INTERAGENCY AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Interagency Agreement (Agreement) are the Department of Family Services, Child Support Enforcement (DFS), whose address is: 2300 Capitol Ave, Hathaway Bldg, Ste. C, 5th Flr., Cheyenne, Wyoming 82002 and the Seventh Judicial District Child Support Enforcement, (Contractor/Natrona County), whose address is: 201 North David Street, 5th Floor, Casper, Wyoming 82601.

2. **Purpose of Agreement.**

A. The purpose of this Agreement is to implement Title IV-D of the Social Security Act, 42 U.S.C. 561 *et seq.* (hereinafter referred to as Title IV-D), and to provide a child support program in the Judicial District Child Support Enforcement offices (hereinafter referred to as Districts) in full compliance with federal law to provide effective and efficient operations of the Title IV-D program for that district. This Agreement is entered into pursuant to Wyo. Stat. § 20-6-105(j).

B. The purpose of this Agreement is to provide child support enforcement services to collect financial and medical support for children from their parents as ordered by courts. This includes but is not limited to activities to locate absent parents, establish paternity and child support orders, and to modify and enforce existing child support orders. Upon a referral by the Title IV-D agency of another state to the Child Support Enforcement (CSE) of DFS, services shall be provided to secure support for children in other states whose noncustodial parent resides in Wyoming. Similar support and liaison services shall also be extended to other Title IV-D agencies in securing support for children whose noncustodial parent resides outside of Wyoming.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from July 1, 2016 or the Effective Date, whichever is later, through June 30, 2018. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Department of Family Services.

By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv)(D).

4. **Payment.** DFS agrees to pay the County for the services described in Section 5 below. The DFS agrees to pay the County monthly upon invoice, in advance of services. Budget increase requests shall be considered on a case-by-case basis.

- A. In no event shall the total amount paid to the County by the DFS under this Agreement exceed Two Million Sixty-Two Thousand Eight Hundred Four Dollars and Sixty-Five Cents (\$2,062,804.65) including travel based on the County's operating budget which is incorporated herein by reference. No payment shall be made for services performed prior to the Effective Date.
 - B. Rent increases shall be added onto this Agreement as an amendment to the Agreement upon documentation of the rent increase issued by the landlord and upon approval of the IV-D Director or Financial Services Administrator of DFS.
 - C. All travel within this Contract shall be reimbursed to travelers according to Wyoming State Auditor Accounting Policy and Procedures.
 - D. Payment shall be made from the 5040 Child Support Enforcement Program budget. This Agreement is funded with federal Title IV-D funds, CFDA #93.563.
 - E. If the County's yearly total of contracted dollars exceeds Seven Hundred Fifty Thousand Dollars (\$750,000.00) of federal funds, regardless of the source, the County is required to have a single or program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133. The County shall furnish DFS a copy of the final audit, along with the County's responses to the audit.
5. **Responsibilities of County.** The County agrees to: employ a qualified fulltime program manager experienced in case management, personnel actions, general welfare programs, administration management, fiscal management and contract administration. The program manager shall be experienced with child support enforcement Public Laws, Federal Acts, Codes of Federal Regulation, state legislation and state administration in all aspects of child support enforcement requirements. The program manager shall be on-site for the duration of this Agreement except for temporary absences of short duration. The County, as opposed to the State of Wyoming, shall ensure the program manager is properly insured and protected against personal liability as relates to personnel and supervisory responsibilities.
- A. The County's program manager shall oversee the Agreement on a day-to-day basis and shall be responsible for the following:
 - (i) Maintaining and improving the existing child support enforcement program at the District level which complies fully with the provisions of federal and state laws and Title IV-D, as amended, Title 45 of the Code of Federal Regulations (hereinafter referred to as CFR), both incorporated herein by reference, and be responsible and accountable for the proper operation of such program for all cases;
 - (ii) Administering case management services by adhering to all of the requirements provided in the laws, regulations, rules, plans, policies and requirements cited within the Agreement;

- (iii) Retain all case files for three (3) years after closure and then destroy.
- B. When appeals are desired and approved by DFS and the State Attorney General or brought against the state by other parties, the County shall work with the Attorney General (or designee) to represent the state in judicial and administrative hearings and appeals. The County shall vigorously advocate the interests of the state consistent with the provisions of the Rules of Professional Conduct for Attorneys at Law, Wyoming Court Rules Annotated. The County shall notify DFS and the Attorney General within two (2) business days of any judicial or administrative decision or settlement agreement which adversely affects the state's interest. The County shall not close a case in which money remains owed to the state and shall not enter into any settlement outside the parameters established by the state which results in the state's loss of revenue without written consent of DFS. The state maintains independent agency to appeal on a case-by-case basis.
- C. All program operations shall be governed by the standards set forth in 45 CFR Chapter III, a copy of which shall be provided annually to the County by DFS. All state audits and reviews shall be initiated and conducted under the appropriate state and federal standards in the CFR. The County shall keep fully informed of all federal and state laws, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or agency which in any manner affects those engaged or employed in the work or which in any way affects the conduct of the work.
- D. The County shall ensure the following services are available and provided in a timely manner as governed by 45 CFR Chapter III for all applicable Title IV-D cases:
 - (i) INTAKE: The County shall provide activities associated with initial child support case opening activities including: providing and accepting applications for service; establishment of necessary case information on the state computer system known as Parental Obligation System for Support Enforcement (hereinafter referred to as POSSE); and certification of appropriate cases. Intake associated performance standards shall conform to the requirements set forth in 45 CFR Chapter III, state law, and state Child Support Enforcement program policy incorporated herein by reference;
 - (ii) LOCATION: The County may establish and utilize local resources for locating parents, as well as utilize the state's parent location service when necessary. Such location efforts shall include assisting the state in locating noncustodial parents for out-of-state jurisdictions. Appropriate location sources include, but are not limited to, information from the agencies administering or maintaining records of public assistance, general assistance, food stamps, social services, wage and employment information, unemployment insurance, income taxation, driver's licenses, vehicle registration, relatives and friends of the noncustodial parent, current or past employers, local telephone company, the United States Postal Service, financial references, unions, fraternal organizations, police, parole and

probation records and military information. Location performance standards shall conform to standards set forth in the CFR, state law, and state program policy;

- (iii) **ESTABLISHING LEGAL OBLIGATION FOR FINANCIAL AND MEDICAL SUPPORT:** Following successful location efforts, the County shall employ appropriate and timely use of legal remedies to secure court orders of paternity and support. Paternity determination by court order may be achieved through stipulations, default or litigation. If the Title IV-D Agency has paid the initial costs of the genetic test and the alleged father is determined to be the legal father, the court shall be petitioned to assess the costs for the genetic testing against the father. Petitions shall also include a request for immediate income withholding on all new support orders if assignable income exists. County shall petition the court to establish a legal obligation for the medical support of the child in the form of health insurance in every case. Establishment performance standards shall conform to the requirements set forth in the CFR, state law, and state program policy;
- (iv) **ENFORCEMENT:** The County shall use all appropriate legal remedies to enforce all orders of child and medical support including spousal support when it is contained in the same order with child support and the child due the child support continues to reside with the parent due the spousal support. Enforcement remedies to be utilized shall include, but not be limited to: income withholding on all new and modified orders as well as cases with delinquencies, use of the federally required National Medical Support Notice, contempt proceedings, attachment of assets, garnishments, liens, bonds, execution on judgments, license suspension and possible revocation, IRS full collection services, and submittal of information to DFS for federal prosecution;
- (v) **REVIEW AND MODIFICATION OF ORDERS:** The County shall use appropriate administrative and/or judicial proceedings to obtain modifications or adjustments in the amount of the support order in accordance with federal regulations, state law and state program policy. All applications to modify orders shall include a request for income withholding if not already so ordered and health insurance, as required under the CFR, state law, and state program policy;
- (vi) **MEDICAL SUPPORT:** The County shall petition for medical support to include health insurance as provided above, gather health insurance information regarding the noncustodial parent's health insurance policy, provide such information as appropriate to the Medicaid agency and the custodial parent, enforce orders for medical support and request providers to notify the County and Clerk of the District Court (CDC) if coverage is dropped. The County shall pursue recovery of medical arrears based on records from the Wyoming Department of Health as directed by the IV-D

Director. Performance standards shall conform to requirements of the CFR, state law, and state program policy; and

- (vii) PROVISION OF SERVICES IN INTERSTATE IV-D CASES: The County shall comply with the requirements of the CFR, state law, and state program policy in all interstate actions.
- E. The County shall be responsive to customer needs. The County shall provide customer service within all normal business hours including, but not limited to: answering customer questions about the Title IV-D program, collection, distribution, and federal offset. All inquiries not directly related to the Title IV-D process shall be referred to the appropriate agency or field office. Managers for the County shall ensure complaint procedures are conspicuously posted for customer reference. The County shall ensure complaint handling is expedient, address each aspect of a complaint and provide first-time, factual information for the complainant. The County shall provide a quarterly synopsis of complaints to DFS. Complaints could be a basis for DFS to request a corrective action plan and could lead to the termination of the Agreement.
- F. The County shall include the amount of arrears in every requested court order for child support, as of a specified date, and petition the court for payments on such arrearages, as well as for payment of current support. The County shall apply these same requirements to modification orders and income withholding orders.
- G. The County shall close cases within prescribed timelines according to the CFR, state law, and state program policy.
- H. The Parental Obligation System for Support Enforcement (POSSE) shall be used as the exclusive computer system for all child support operations, and all required data shall be entered into POSSE as directed by DFS.
- I. Automation and software determined by the County to be necessary to perform the County's obligations under this Agreement, outside of that provided by DFS, shall be the sole responsibility of the County. Software that is not provided by DFS shall not be installed on any POSSE child support computer without the approval of DFS. All computers used for child support purposes shall be provided with hardware and software specifications that comply with DFS standards. Telecommunication requirements must be coordinated through DFS prior to implementation to ensure continuity of service. County-installed software shall not require any change or modification to state-furnished hardware or software. County-installed software shall not interfere with state network operation.
- J. The County shall respond within five (5) working days to appropriate requests for case status, information, or complaints and expedite responses as agreed upon by the parties. Such response shall contain sufficient status information to permit a comprehensive reply. Form and manner of responses shall be determined by DFS and may change as necessary and agreed upon by the parties.

- K.** The County shall establish and maintain complete physical case files in addition to those records maintained on POSSE for all state referrals and other applications for Title IV-D services according to DFS policy.
- L.** The County shall maintain the following minimum information in all case files:
- (i) Referral or application document;
 - (ii) Copies of all correspondence, evidence and legal documentation;
 - (iii) Copies of all pleadings, stipulations, court orders, and communication with either parent, DFS or other states.
- M.** The County shall enter data into POSSE, which shall include:
- (i) Record of any contact with the IV-D customer, including date, reason and outcome of contact;
 - (ii) Record of any contact with the noncustodial parent, including date, reason and outcome of contact;
 - (iii) Record of any interstate activity including dates and outcomes of actions or contact;
 - (iv) Record of any communication with federal or state officials about the case;
 - (v) Record of any case closure, including dates and reasons for closure.
- N.** The County shall return or transfer all physical and automated files to DFS upon Agreement termination. In cases of termination and subsequent contract award, a written transition plan will be directed by DFS.
- O.** The County shall ensure the Program Manager or a representative attends DFS meetings when requested. Unless urgency dictates, DFS shall normally provide a two (2) week notice of required meetings.
- P.** The County shall coordinate with DFS to ensure all state-purchased property is properly placed on state inventory records. The County shall provide adequate insurance against theft, loss or destruction and shall adequately safeguard and properly maintain state property. All state-purchased equipment shall be returned to the state's physical control upon termination of this Agreement. Formal inventory by at least one (1) official of the County and one (1) official of DFS shall be jointly conducted to ensure all inventoried equipment is identified for return to state control. Each official shall sign the state record of inventory verifying all equipment is accounted for.
- Q.** The County shall provide the appropriate training and management of staff.

- R. The County shall provide a corrective action plan within sixty (60) days of the date of any letter from DFS which specified a program deficiency and take necessary corrective action within ninety (90) days. Any plan requiring more than ninety (90) days to implement must be approved by DFS. Any plan determined unacceptable by DFS shall be revised within fifteen (15) working days.
- S. The County shall establish and maintain professional working relationships with DFS, the judiciary, CDC's, district/county prosecuting attorneys, local field offices and all stakeholders involved in child support enforcement activities.
- T. The County shall refer cases of suspected fraud to the local DFS office, or the Prosecution, Recovery Investigation, Collection Enforcement (PRICE) unit of DFS.
- U. The County shall cooperate fully with any data collection and evaluation activities required by DFS to include participation and cooperation with the DFS Staff Assistance Visit and federal self-assessment programs.
- V. When appropriate and necessary, the County shall secure relevant information immediately and file a proof of claim with the bankruptcy court on behalf of the State when County receives notice an obligor has filed a bankruptcy petition. The County shall represent the State in lien foreclosure actions. The County shall obtain relief from automatic stays in bankruptcy proceedings where appropriate. All actions shall be filed in a timely manner as specified in law and required by the court.
- W. The County shall comply with the CFR regarding hospital-based programs in establishing paternity at the time of child's birth. The County shall maintain contact with all birthing hospitals within its jurisdiction and maintain contact with hospital administrators, provide overview of in-hospital paternity establishment as presented by the federal office of child support enforcement, provide training on use of new state forms and provide on-going liaison to assist such hospitals in developing formal in-hospital paternity establishment programs. This outreach is not meant to assign primary or major portions of in-hospital program responsibility.
- X. The County shall petition the court for program fees to be assessed against the obligor for services according to the Title IV-D program.
- Y. Unless transmitted through the CDC office or the State Disbursement Unit, the County shall collect and remit to the state any fees required to be charged under federal or state law, regulation or policy.
- Z. The County shall provide monthly reports detailing all expenditures incurred by the County to DFS.
- AA. Any single equipment item to be purchased at a cost exceeding Five Hundred Dollars (\$500.00) requires advance, written approval from the IV-D Director or the Financial Services Administrator.

BB. If the Attorney General's Office communicates with the County's attorney regarding an issue or matter relating to special assistant attorney general status, the Deputy Attorney General shall notify the County's Agreement executive. If the County seeks to have its attorney appointed as a Special Assistant Attorney General, it shall make a request in writing to the IV-D Director, who shall coordinate said appointment with the Attorney General's Office.

6. Performance Definitions and Provisions

- A. Performance-Based Agreement:** This Agreement is a performance-based Agreement. Performance standards shall be measured in each judicial district, unless otherwise specified below.
- B. Measure of Performance:** Performance under this Agreement shall be measured by reasonable progress, unless otherwise specified below. Reasonable progress is defined as any positive increase from the baseline number in each of the performance measure categories.
- C. Baseline Numbers:** DFS shall establish a baseline to implement performance standards for State Fiscal Year (SFY) 2017 using data from SFY 2016 as reported from July 1, 2015 through June 30, 2016, and for SFY 2018 using data from SFY 2017 as reported from July 1, 2016 to June 30, 2017. The baseline shall be the County's performance measure in each performance category as reported by the state office using performance calculations from POSSE.
- D. Measurement Periods:** Agreement performance shall be measured by performance standards on a quarterly basis for Paternity Establishment, Title IV-D Cases with Child Support Orders Established and Current Child Support Distributed, and on an annual basis for Cases Paying Toward Arrearages and Cost Effectiveness.

7. Failure to Meet Performance Standards

- A. Notice of Failure to Meet Performance Measures:** DFS shall notify the County within thirty (30) days of the end of the previous quarter or the end of the previous state fiscal year, depending on period of measure for each performance measure, as to the need for any corrective action plan. Notice shall be provided to the County in writing specifying the areas in which a corrective action plan is necessary.
- B. Failure to Meet Performance Measures:** The County shall provide a corrective action plan within thirty (30) days of the notice from DFS that there has been a failure to meet any performance measure and the County is below the goal listed in the performance measure. The cases paying towards arrears and cost effectiveness performance measures shall be measured annually and a corrective action plan shall be made a part of any subsequent Agreement.

8. County Performance Standards

- A. Paternity Establishment: This performance standard shall be measured by the total number of children in open Title IV-D cases with paternity established or acknowledged in the judicial district divided by the total number of children in open Title IV-D cases who were born out of wedlock in the judicial district. The County shall make reasonable progress toward achieving at least ninety percent (90%) of open Title IV-D cases with paternity established or acknowledged.
- B. Title IV-D Cases with Child Support Orders Established: This performance standard shall be measured by the total number of open Title IV-D cases with child support orders established in the judicial district divided by the total number of open Title IV-D cases in the judicial district. The County shall make reasonable progress toward achieving at least eighty percent (80%) of child support orders established.
- C. Current Child Support Distributed: This performance standard shall be measured by the total amount of current child support distributed on Title IV-D cases in the judicial district divided by the total amount of current child support due on Title IV-D cases in the judicial district. The County shall make reasonable progress toward achieving at least eighty percent (80%) current child support distributed.
- D. Cases Paying Toward Arrearages: The review period for this performance standard shall be the state fiscal year. This performance standard shall be measured by the total number of open Title IV-D cases in which past-due child support was collected in the judicial district divided by the total number of open Title IV-D cases with child support arrearages due in the judicial district. The County shall make reasonable progress toward achieving at least eighty percent (80%) open Title IV-D cases paying child support arrearages.
- E. Cost Effectiveness: This performance standard measures the cost effectiveness of the County's collection of child support payments and shall be measured by the annual amount of Title IV-D collections in the judicial district divided by the annual amount of payment to the County under this Agreement. The County shall maintain a cost effectiveness measure of at least Five Dollars (\$5.00) collected for every One Dollar (\$1.00) spent.
- F. The County shall consult with the state and obtain written approval for any settlements of DFS' arrears beyond the parameters established by DFS.
- G. The County shall ensure all child support files are maintained and used solely for child support purposes and safeguarded according to the CFR and other federal and state laws and regulations pertaining to confidentiality. Strict standards of confidentiality and physical security of records shall be maintained according to all laws. Any and all information provided by the state relative to applicants or recipients of public assistance is to be used only for administration of this Agreement or in any investigation, prosecution or criminal or civil proceeding conducted pursuant to this Agreement. Safeguards shall be provided to restrict use or disclosure of any information concerning such applicants or recipients to purposes stated throughout this Agreement. Safeguards prohibit disclosure to any committee or legislative body of any information which identifies name, address or social security number of any applicant or recipient. Federal or state tax information shall be

treated as confidential and will be used solely for purposes of administering the child support enforcement program, unless given to authorized personnel as deemed appropriate and necessary by the County. All personnel authorized access to tax information will sign a Statement of Confidentiality Form (Attachment A), Non-Disclosure Oath and Certification on Need to Know Parental Obligation System For Support Enforcement (POSSE) (Attachment B), Statement of Disclosure (Attachment C), Electronic Transmission of Federal Tax Information (FTI) Policy (Attachment D) and IRS Video – Statement of Completion (Attachment E), all incorporated herein by reference and which shall be forwarded to CSE.

- H. Attachments A, B, C, D and E shall be completed by all employees of the County and maintained on file locally and forwarded to CSE. Any employee who is or becomes a party or is or becomes related to a named party shall be denied access to all said party's information and shall refrain from working on any project pertaining to said party. Failure to maintain records, failure to fully disclose or breach of confidentiality shall be grounds for immediate termination of this Agreement. Confidentiality and Disclosure Statements shall be to CSE.
 - I. The County shall not access any database or system with any other agency or entity for any purpose not directly related to the performance of this Agreement.
 - J. The County is responsible for administering a child support enforcement program under the direction and supervision of CSE, according to Title IV-D, pursuant to Wyo. Stat. § 20-6-106. The County is established for the purpose of carrying out that responsibility on a regional basis. Cooperation has been established between the County and the state pursuant to Wyo. Stat. § 16-1-101.
9. **Responsibilities of DFS.** DFS is the single state agency charged with administration of the child support enforcement plan and program under Title IV-D in the State of Wyoming, pursuant to Wyo. Stat. § 20-6-106. Federal regulations and the Title IV-D State Plan generally prescribe the methods and procedures for implementing and carrying out the program. Any reference in this Agreement to Title IV-D is intended as a reference to implementing materials, as well as the Act, unless a contrary intention is clear.
- A. DFS is responsible for administration of the State Plan and supervising and directing the County's administration of child support services.
 - B. The Personal Responsibility Work Opportunity Reconciliation Act of 1996 (Public Law 104-193) requires DFS to have in effect a single statewide operational automated data processing and information retrieval system which is able to monitor, account for and control, on a statewide basis, all the support establishment, enforcement, review and modification, paternity establishment, medical support and collections data within the state for inclusion in a DFS case registry. DFS shall deliver training and support to the County for DFS's enhancement to the operation and maintenance of cases on POSSE.

- C. DFS shall provide the County with current, updated, accurate and verifiable performance percentages on a quarterly basis.
- D. Reimbursement shall be provided by DFS for all costs related to filing fees, service of process fees, genetic testing services, clerk of district court copies, appellate fees, reporting fees, transcript fees, court reporter fees and other agreed direct costs associated with case processing which are requested by the County in compliance with DFS directives and upon proper documentation and submittal of invoice. All invoices shall clearly indicate the Title IV-D case number, name of the noncustodial and custodial parent, description of service(s) rendered and signed by an authorized person. Reimbursement of these costs is in addition to the contract total in paragraph 4.A.
- E. DFS shall provide and maintain all computers used for child support enforcement program purposes, hardware and software that comply with DFS standards and that are required for the child support enforcement program, connectivity to the state POSSE system and the network for connectivity necessary for the use of the state POSSE system.
- F. DFS shall approve or disapprove of requests for purchases over Five Hundred Dollars (\$500.00) within five (5) working days.
- G. Every effort to assist in the increase of collections and the sustainability of POSSE shall be taken by DFS.

10. Special Provisions.

- A. **Contractor's Employee's Requirements.** In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - (i) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - (ii) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - (iv) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (v) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (vi) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (Include any additional safeguards that may be appropriate.)

B. Criminal/Civil Sanctions

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (iii) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of

1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (iv) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspection. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

D. Technology and Data Requirements. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (i) All work will be done under the supervision of the contractor or the contractor's employees.
- (ii) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

- (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (iv) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (v) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (vi) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (vii) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (viii) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (ix) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (Include any additional safeguards that may be appropriate.)

E. Criminal/Civil Sanctions

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount

not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (iii) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (iv) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for

reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

F. Inspection. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

11. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Availability of Funds. Each payment obligation under this Agreement is conditioned upon the availability of allocated state or federal government funds. If funds are not allocated and available for payment, this Agreement may be terminated at the end of the period for which funds are available. Funding Agency shall notify the receiving Agency at the earliest possible time if this Agreement will or may be affected by a funding shortage. No liability shall accrue to the funding Agency in the event this provision is exercised, and the funding Agency shall not be obligated or liable for any future payments as a result of termination under this section. This provision shall not be construed so as to permit the funding Agency to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of twenty (20) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of four (4) pages, Attachment C, consisting of one (1) page, Attachment D, consisting of one (1) page and Attachment E, consisting of one (1) page represent(s) the entire and integrated Agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

E. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable

steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- F. Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- H. Notices.** All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- I. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- J. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- K. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 139104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity

L. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

M. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

O. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Contract is the date of the signature last affixed to this page.

DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director _____
Date

Kristie Langley, IV-D Director _____
Date

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Forrest Chadwick, Chairman _____
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder, Senior Assistant Attorney General _____
Date
Representing the Department of Family Services



WYOMING DEPARTMENT of Family Services

2300 Capitol Avenue
Third Floor Hathaway Bldg
Cheyenne, WY 82002-0490
Tel: 307.777.7564
Fax: 307.777.7747
dfsweb.state.wy.us

May 31, 2016

Natrona County Board of County Commissioners
Attention: Mr. Forrest Chadwick, Chair
County Commissioners
200 North Center Street
Casper, WY 82601

RE: Original Amendment One to
Contract for Signature

Dear Chair Chadwick:

Enclosed for your signature is the original Amendment One to the contract for the Community Juvenile Service Board (CJSB). References are made in the contract to the Original Contract and Attachment A and are enclosed. After signing the original Amendment One to the contract, please return in the Federal Express postage paid envelope. After all signatures are acquired, a copy will be sent to you for your files.

Please contact Brandon Schimelpfenig with any concerns you may have with the contract. His email address is Brandon.Schimelpfenig@wyo.gov. His telephone number is 307.777.6299.

Sincerely,

Sheryll Hubbard
Grants and Contracts Specialist

SH

Cc: Brandon Schimelpfenig
Enclosure: Amendment One to Contract
Copy of Contract with Attachment A
Federal Express Postage Paid Envelope

RECEIVED mm 6/1/16
PLEASE ROUTE: CR DATE:
HDM dm

**AMENDMENT ONE TO THE CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Family Services (Agency), whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490 and Natrona County Board of County Commissioners (Contractor), whose address is 200 North Center Street, Casper, Wyoming 82601.
2. **Purposes of Amendment.** This Amendment shall constitute the first Amendment to the Contract between the Agency and the Contractor which was duly executed on August 12, 2014 and which became effective on the same date. The purpose of this Amendment is to increase the amount of the Original Contract by Five Thousand Dollars (\$5,000.00) from One Hundred Eighty-Eight Thousand Seventy-Five Dollars (\$188,075.00) to One Hundred Ninety-Three Thousand Seventy-Five Dollars (\$193,075.00).

The Original Contract, dated August 12, 2014, required the Contractor to provide for a system of:

- A. Intake and Assessment: Central intake and assessment of juveniles with an initial point of contact established within the community;
 - B. Detention Standard: The development or adoption of criteria for juvenile diversion, short-term detention and longer-term shelter care services, including standards for assessments, admissions, twenty-four (24) hour intakes, predispositional detentions and shelter care standards;
 - C. Continuum: The development of a continuum of nonsecure services and;
 - D. Funding: The identification of other funding sources for local juvenile services; for a total Contract amount of One Hundred Eighty-Eight Thousand Seventy-Five Dollars (\$188,075.00) with an expiration date of June 30, 2016.
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.
 4. **Amendments.**
 - A. The second sentence of Section 4 of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed One Hundred Ninety-Three Thousand Seventy-Five Dollars (\$193,075.00).”

5. **Responsibilities of the Contractor.**

Responsibilities of the Contractor have not changed.

6. **Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract, consisting of nine (9) pages, Attachment A, consisting of three (3) pages, and this Amendment, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

9. **Signatures.** In witness thereof, the parties to this Amendment, either personally or through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by the Division of Procurement Services, Department of Administration & Information, and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

AGENCY:
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director

Date

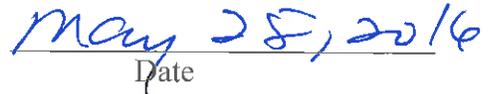
CONTRACTOR:
NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Forrest Chadwick, Chair

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Marion Yoder, Senior Assistant Attorney General


Date

**CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES
AND
NATRONA COUNTY BOARD OF COMMISSIONERS**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (DFS), whose address is 2300 Capitol Avenue, Third Floor, Cheyenne, Wyoming 82002-0490 and Natrona County Board of Commissioners (Contractor), whose address is 200 North Center Street, Casper, Wyoming 82601.

2. **Purpose of Contract.** The purpose of this Contract is to fund services for the Community Juvenile Services Board per Wyo. Stat. § 14-9-108(iv). The Contractor shall provide for a system of:
 - A. Intake and Assessment: Central intake and assessment of juveniles with an initial point of contact established within the community;
 - B. Detention Standard: The development or adoption of criteria for juvenile diversion, short-term detention and longer-term shelter care services, including standards for assessments, admissions, twenty-four (24) hour intakes, predispositional detentions and shelter care standards;
 - C. Continuum: The development of a continuum of nonsecure services; and
 - D. Funding: The identification of other funding sources for local juvenile services.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The projected term of the Contract is from Effective Date or July 1, 2014, whichever is later, through June 30, 2016. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** DFS agrees to pay the Contractor for the services described herein. The total payment under this Contract shall not exceed One Hundred Eighty-Eight Thousand Seventy-Five Dollars (\$188,075.00). Payment shall be made as monthly reimbursements based on actual expenditures pursuant to the budget in Attachment A, attached and incorporated herein by reference, and upon receipt of an invoice. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be

withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of DFS.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide services per Wyo. Stat. § 14-9-106 and as specified in the Community Juvenile Services Board Application Budget included in Attachment A.
- B. Provide monthly reports as follows:
 - (i) Monthly invoices detailing juveniles served and respective service;
 - (ii) Number of juveniles served by the Single Point of Entry and respective disposition;
 - (iii) Any new services identified by the Community Juvenile Services Board; and
 - (iv) Cumulative number of juveniles served in home versus out of home.
- C. Provide all quarterly reports within thirty (30) days of the end of each quarter of the State fiscal year beginning July 1, 2014 and ending June 30, 2016. Such reports must detail progress, setbacks, and planning for the four (4) purpose areas (Intake and Assessment, Detention Standard, Continuum, and Funding).
- D. Provide DFS a copy of Annual Review/Evaluation within forty-five (45) days of the anniversary of this Contract listing information specific to the four (4) purpose areas for the most recent calendar year:
 - (i) Intake and Assessment: Number of juveniles disposed in municipal and circuit court, number of delinquency petitions filed, number of CHINS petitions filed, number of adjudications, and a description of how the central point of intake is being used in the community;
 - (ii) Detention Standard: Number of juveniles in detention, average length of stay in detention, number of re-entries into detention, and number of detention days;
 - (iii) Continuum: Number of juveniles served under the purpose areas of this Contract and number of juveniles served on probation, detention, and out-of-home care. Updated education rates including graduation rate and school attendance; and
 - (iv) Funding: The identification of other funding sources for local juvenile services.

- E. Provide DFS a copy of last annual compliance audit or last financial statement (whichever is appropriate) with submission of first invoice.

6. **Responsibilities of Agency.** DFS agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Provide technical assistance, consultation, and coordination as needed and requested by the Contractor;
- C. Evaluate the performance of the Contractor; and
- D. Approve or disapprove the invoice submitted by the Contractor for payment.

7. **Special Provisions.**

- A. **Limitation of Payments.** DFS's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for DFS to pay the Contractor for these services, DFS may terminate this Contract at the end of the period for which the funds are available.

DFS shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to DFS in the event this provision is exercised, and DFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit DFS to terminate this Contract to acquire similar services from another party.

- B. **Monitor Activities.** DFS shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
- C. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- D. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Contract.

- E. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify DFS as the sponsoring agency and shall not be released without prior written approval from DFS.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of DFS.
- D. **Audit/Access to Records.** DFS and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from DFS, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by DFS.
- E. **Availability of Funds.** Each payment obligation of DFS is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by DFS at the end of the period for which the funds are available. DFS shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to DFS in the event this provision is exercised, and DFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit DFS to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** DFS may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and DFS in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to DFS a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by DFS for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify DFS within ten (10) days of such request and not release such information to a third party unless directed to do so by DFS.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages, and Attachment A, consisting of three (3) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- N. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, facsimile, e-mail or delivery in person at the address(es) provided under this Contract. Notice provided by facsimile or e-mail shall be delivered as follows:
- DFS: State of Wyoming, Department of Family Services, dfsweb.wyo.gov,
fax number 307-777-3693.
- Contractor: Natrona County Board of Commissioners, paul.fritzler@wyo.gov.
- R. Ownership and Destruction of Documents/Information.** DFS owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to DFS in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon DFS's verified receipt of such information,

Contractor agrees to physically and electronically destroy any residual DFS owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to DFS confirming the destruction of any such residual DFS owned data.

- S. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify DFS for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity.** The State of Wyoming and DFS do not waive sovereign immunity by entering into this Contract and the Contractor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by DFS upon thirty (30) days written notice. This Contract may be terminated by DFS immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract

and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

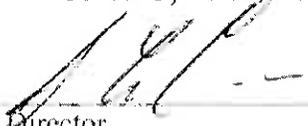
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions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

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Contract is the date of the signature last affixed to this page.

**AGENCY:
STATE OF WYOMING, DEPARTMENT OF FAMILY SERVICES**



Steve Corsi, Director



Date

**CONTRACTOR:
NATRONA COUNTY BOARD OF COMMISSIONERS**

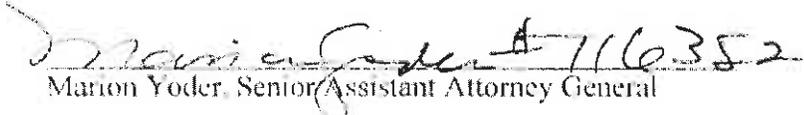


Forrest Chadwick, Chair

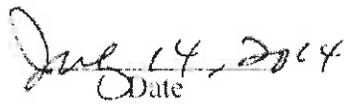


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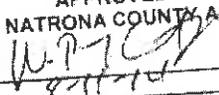
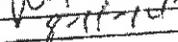
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General



Date

APPROVED
NATRONA COUNTY ATTORNEY
BY: 
DATE: 

Attachment A

Wyoming Community Juvenile Services Boards

BUDGET PROPOSAL FOR JULY 1, 2014 THROUGH JUNE 30, 2016

* For CJSBs existing and in contract with DFS as of 1/1/2014

County:	Natrona County	
Submitted By:	Paul S. Fritzler	
Line Items	Details/Information for Line Item	Amount Requested
ADMINISTRATIVE COSTS		
Salaries and Wages	Describe the positions and the salary each will receive in this line item. The Natrona County CJSB will be hiring a part-time position to handle the over-all management of the CJSB grant. The funds may support an existing part-time position in a partnering agency. The hourly rate will depend on the full job description and the experience of the applicants. It will range between \$27.34 per hour to \$54.68 per hour.	\$26,244.00
Travel	List any costs associated with travel, both in state and out of state related to training, CJSB development, client related.	
Office Space	Indicate monthly rent and utilities for office space. Include number of offices and addresses of each.	\$3,000.00
Office Supplies	List the office supplies you will typically purchase with this line item.	\$2,000.00
Computer Hardware	List the computer hardware and software you will purchase with this line item. (Computer, printer, keyboard, mouse, screen, etc.) \$4600 access to RiteTrack for two years and \$1400 for computer upgrade.	\$6,000.00
Photocopier	List photocopier costs here. Include the purchase price of a photocopier if applicable as well as the cost of copies, paper, etc.	\$525.00
Postage	Indicate average monthly cost of postage. \$100	\$2,400.00
Advertising	Indicate types of advertising used, the cost per/unit, what the advertising is for, and how often advertising is used. Website maintenance and program flyers.	\$1,000.00
Equipment Maintenance	Describe equipment, including make and model and year of equipment to be maintained using this line item. Describe types of maintenance needed.	
Equipment Rental/Purchase	Describe equipment rented or purchased including make, model, year, what it will be used for and total cost. If rented on a month-to-month basis, include monthly cost.	
Case Management System	List any costs associated with the case management system. Include data entry cost.	
Professional Services Contract (Please Specify)	List all professional service contracts the court has entered into. Provide the name, address and phone number of each person and/or company in each contract as well as the reason for the contract. List the dollar amount of each contract.	
Other Administrative Costs	List all other administrative costs. Include names, addresses, phone numbers if applicable. Specify amount of each and reason for cost.	

Attachment A

Central Point of Intake	Describe costs for implementing and maintaining a central point of intake. Examples include hiring staff to administer the PACT Assessment, expenses associated with 24-hour intake (such as on-call expenditures), implementation of a central intake center. RiteTrack monthly user fees. \$200 per month per user. 5 users	\$24,000.00
Diversion Detention/Shelter Care	Describe costs for the implementation and maintenance for a juvenile diversion program and expenses associated with the creation/maintaining of detention/shelter care standards. Examples include but are not limited to funding for juvenile diversion programs and funding for Alternatives to Detention programs. Inkind from NCSO, Casper PD, DOC and DFS providing personnel	
Non-Secure Continuum of Care	Describe costs associated with the development and implementation of a non-secure continuum of care. Examples include program costs for early intervention, diversion, community services, graduated sanctions and other services provided within the CJSB service area. Non-secure also includes aftercare and transition. A portion of the drug testing for students involved in the Circuit Court probation program is paid through the CJSB. The tests cost approximately \$24.00 per test and on average 120 tests are run monthly. The board agreed to decrease the total amount for the next biennium to \$87,331.00. \$ 17,000 for programing such as the Anger Management classes, Corrective thinking, parenting, evaluation, substance abuse education and social skills training at the Detention Center.	\$104,331.00
Identification of Other Funds	Describe costs associated with the identification of other funding. Examples include grant writing and other costs associated with the identification of other funding sources and operational costs.	
MISCELLANEOUS EXPENSES (Please Specify)	Specify any expenses not yet listed. Describe each item in detail, specifying cost and reason for line item. Training for Student advocates, Community agency partners, Board manager and board members. Local and out of town conferences regarding juvenile justice. \$15,075.00 Program supplies for Mercer (MFRC) to provide incentives for juveniles in various areas of the service continuum. \$3,500.00	\$18,575.00
Total Funding Request	Funding request for the entire funding period:	\$188,075.00

Attachment A

In-Kind Match

Community Juvenile Services Boards funding awards will be met with a fifteen percent (15%) in kind match from non-state funds. The match may include donations of expendable equipment, office supplies, workshop or education and training materials, workspace, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor, if the services provided are an integral and necessary part of the CJSB. The value placed on loaned or donated equipment may not exceed its fair market/rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and, to the extent feasible, supported by the same valuation methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space, as established by an independent appraisal of

Total eligible amount requested:		\$188,075.00
Amount required for in-kind match:		\$28,211.25
Source of Match	Description	Value
Natrona County Sheriff's Office	1 Full-Time Deputy for the Youth Diversion Program	\$50,000.00
Casper Police Department	1 Full-time Officer for the Youth Diversion Program	\$50,000.00
Department of Family Services	1 Full-time Social Service Worker for the Circuit Court probation Program	\$45,000.00
Department of Corrections	1 Full-time Probation Agent for the Circuit Court Program, can take clients over 18 as well	\$45,000.00
Natrona County School District	Two Full-time Student Advocates for the Single point of entry and Circuit Court Probation Program.	\$80,000.00
Total Value of in-kind match:		\$270,000.00

RESOLUTION NO. 16-16

RESOLUTION NAMING
OUT OF THE WAY ROAD.

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming; approved on May 4, 2010 a pre-approved road name list, so that road names may be assigned more efficiently; and

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, received a request to name a portion of un-named road from the above described list; and

WHEREAS, the Board received public comment in favor of renaming of this road and no comments in opposition were received; and

WHEREAS, the portion of road is located in the NE ¼ NE ¼ and a portion of the E ½ NW ¼ NE ¼ of Section 14, Township 32 North, Range 79 West of the 6th Principle Meridian, Natrona County Wyoming as shown on Exhibit A.

NOW, THEREFORE, the Board of County Commissioners of Natrona County, Wyoming, hereby name this un-named portion, Out of the Way Road, and further orders that it be reflected henceforth on maps and county addressing issued by Natrona County.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming**

Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

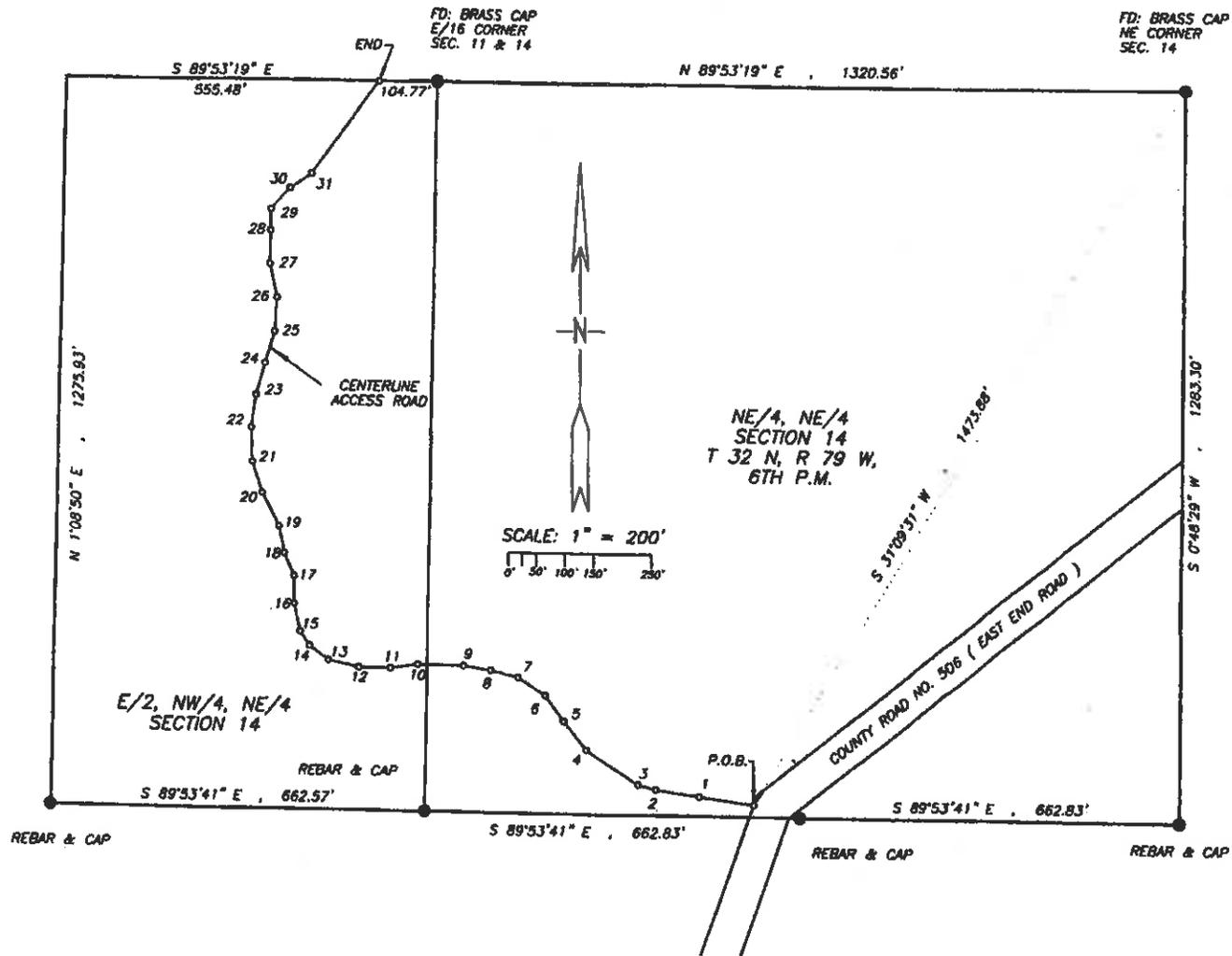
APPROVED AS TO FORM:



Heather Duncan-Malone, County Attorney

CENTERLINE TRAVEL OF ACCESS ROAD

STATION	BEARING & DISTANCE
P.O.B. (0+00)	
P.I. NO.1 (0+97.15)	N 82°18'42" W , 97.15'
P.I. NO.2 (1+74.04)	N 81°30'03" W , 76.89'
P.I. NO.3 (2+05.75)	N 74°42'29" W , 31.71'
P.I. NO.4 (3+13.10)	N 56°01'29" W , 107.35'
P.I. NO.5 (3+76.65)	N 37°58'51" W , 63.55'
P.I. NO.6 (4+31.68)	N 35°34'23" W , 55.03'
P.I. NO.7 (4+89.30)	N 57°25'52" W , 57.62'
P.I. NO.8 (5+39.74)	N 77°10'51" W , 50.44'
P.I. NO.9 (5+90.22)	N 81°47'55" W , 50.48'
P.I. NO.10 (6+72.45)	N 89°14'57" W , 82.23'
P.I. NO.11 (7+23.20)	S 82°08'47" W , 50.75'
P.I. NO.12 (7+77.48)	N 89°48'09" W , 54.28'
P.I. NO.13 (8+32.39)	N 77°30'17" W , 54.91'
P.I. NO.14 (8+74.07)	N 53°52'03" W , 41.68'
P.I. NO.15 (9+03.82)	N 33°30'10" W , 29.75'
P.I. NO.16 (9+53.72)	N 12°03'57" W , 49.90'
P.I. NO.17 (10+02.70)	N 0°41'34" W , 48.98'
P.I. NO.18 (10+45.66)	N 23°46'51" W , 42.96'
P.I. NO.19 (10+93.92)	N 11°43'00" W , 48.26'
P.I. NO.20 (11+59.78)	N 27°11'23" W , 65.86'
P.I. NO.21 (12+17.70)	N 17°32'36" W , 57.92'
P.I. NO.22 (12+76.85)	N 1°52'26" W , 59.15'
P.I. NO.23 (13+35.37)	N 8°28'08" E , 58.52'
P.I. NO.24 (13+92.51)	N 16°00'28" E , 57.14'
P.I. NO.25 (14+49.94)	N 16°30'21" E , 57.43'
P.I. NO.26 (15+09.62)	N 3°51'15" E , 59.88'
P.I. NO.27 (15+68.87)	N 12°30'06" W , 59.05'
P.I. NO.28 (16+26.87)	N 0°55'54" E , 58.00'
P.I. NO.29 (16+84.15)	N 1°19'00" E , 37.28'
P.I. NO.30 (17+15.63)	N 42°19'41" E , 51.48'
P.I. NO.31 (17+62.23)	N 57°00'22" E , 48.60'
END (19+63.24)	N 35°47'19" E , 203.01'



739564

Exhibit A

LICENSE

Date 5-1-16 (May 1st 2016) Road County Rd 408

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Track A Land and Cattle Company

(hereinafter called the "Licensee"), to construct, maintain, use and operate a 1.5" HDPE sock under line to be
83 Dosed under County Rd 408 (hereinafter called the "Facility"), located in Section 22 Township 39 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 5-1-16, 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 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 September 2016
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion September 2016
(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. Anglin 5/13/16
Road & Bridge Superintendent

ATTEST:

County Clerk

By _____
County Surveyor
By _____
Chairman of the Board of County Commissioners.

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

ATTEST:

Secretary
Chad Hansen
President *

COUNTY OF NATRONA

APPLICATION FOR 1.5" HDPE stock water line to be bored under county Rd. 408

Applicant: Track A land & Cattle Company (Chad Herkins)

Address: PO Box 27 Akona, WY 82620 Phone: 307-267-1259

Furnish the Following Information:

- 1) Location: Section 22 Township 29 North, Range 83 West.
- 2) County Road Designation County Rd 408
- 3) Surface of County Road Asphalt
- 4) Soils Type where applicable Sandy loam
- 5) Reason for Application Request to have Rocky Mountain Line Systems bore a 1.5" HDPE pipe line under the County road, which will service a stock water tank north of the county Rd.
- 6) Specifications: (Attach 3 copies where applicable)
Pipe line will be a minimum of 40" deep
Note 40" Must be carried through entire County right-of-way
- 7) Plan: (Attach 3 copies where applicable)

SKETCH

Please see attached map.

Approved:

Michael D. Hays 5/13/16
Road and Bridge Superintendent

Chad Herkins
Applicant or Agent

Date *

County Engineer

Wyo. Reg. P.E. Date

County Commissioner

Approval Date:

Completion Date:

Chad Harkins Spring development

T29N R83W

RUBIS LAND CO LLC

BUMMER RANCH LP

CIN 5
Watering Facility (614)
12 ft Tire tank = 2000 gal

CIN 4
Livestock Pipeline (516)
1000 ft

CIN 3
Watering Facility (614)
12 ft Tire tank = 2000 gal

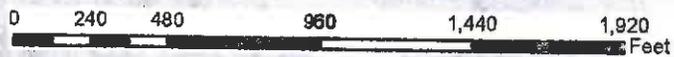
CIN 2
Livestock Pipeline (516)
3000 ft

CHAD A & JAMIE L HARKINS LIVING

BOSLER, ERIC V ET AL

CIN 1
Spring Development (574)

- Legend
- 2013_provisional_gcdb_townships
 - parcels_natrona_area_2015
 - 2013_provisional_gcdb_sections
 - SURFACE**
 - Bankhead Jones
 - Bureau of Land Management
 - Bureau of Reclamation
 - Department of Defense
 - Fish & Wildlife
 - Forest Service
 - Local Government
 - National Grasslands
 - State
 - State (State Parks & Hist Sites)
 - State (Wyoming Game & Fish)



1 inch = 600 feet





NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Rebecca Albertson
Probation & Parole
305 SW Wyoming Blvd
Mills, WY 82644

RE: CASPER RE-ENTRY CENTER COMMUNITY BOARD

Dear Rebecca,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the CASPER RE-ENTRY CENTER COMMUNITY BOARD. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Michael Blonigen
Tiffany Johnson



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mr. Steve Emery
PO Box 10700
Casper, WY 82601

RE: CITIZENS TRANSPORTATION ADVISORY COMMISSION

Dear Steve,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Citizens Transportation Advisory Commission. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Pam Jones



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Sandra Cole
2445 East 8th Street
Casper, WY 82609

RE: CITIZEN'S TRANSPORTATION ADVISORY COMMISSION

Dear Sandra,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Citizen's Transportation Advisory Commission. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Pamela Jones



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mr. Wade Morrison, DVM
2357 South Beverly Street
Casper, WY 82609

RE: CASPER-NATRONA COUNTY BOARD OF HEALTH

Dear Wade,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Casper-Natrona County Board of Health. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2020. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Kelly Weidenbach



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Audrey Cotherman
704 East 11th Street
Casper, WY 82601

RE: NATRONA COUNTY HISTORIC PRESERVATION COMMISSION

Dear Audrey,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Historic Preservation Commission. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Rick Young



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Janie Nelson
1631 Brentwood Drive
Casper, WY 82604

RE: NATRONA COUNTY HISTORIC PRESERVATION COMMISSION

Dear Janie,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Historic Preservation Commission. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Rick Young



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mr. Matt Grant
1820 Brentwood
Casper, WY 82604

RE: MEMORIAL HOSPITAL BOARD OF TRUSTEES

Dear Matt,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Memorial Hospital Board of Trustees. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Serena Cobb
Joni Fanning



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Serena Cobb
PO Box 2799
Casper, WY 82609

RE: MEMORIAL HOSPITAL BOARD OF TRUSTEES

Dear Serena,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Memorial Hospital Board of Trustees. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Serena Cobb
Joni Fanning



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Ms. Shannon Dutcher
2312 Shattuck Avenue
Casper, WY 82601

RE: NATRONA COUNTY PUBLIC LIBRARY BOARD

Dear Shannon,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Public Library Board. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Lisa Scroggins



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mr. Hampton O'Neill
159 North Wolcott, Ste 220
Casper, WY 82601

RE: NATRONA COUNTY PUBLIC LIBRARY BOARD

Dear Hampton,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Public Library Board. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Lisa Scroggins



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mr. Robert Bailey
2800 Ardon Lane
Casper, WY 82609

RE: NATRONA COUNTY PLANNING & ZONING COMMISSION

Dear Robert,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Planning & Zoning Commission. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Jason Gutierrez
Peggy Johnson



NATRONA COUNTY COMMISSIONERS
200 N. CENTER ST., RM. 115
CASPER, WY 82601
PHONE (307) 235-9202
FAX (307) 235-9486

Forrest Chadwick
Robert Hendry
Matt Keating
John Lawson
Steve Schlager

June 7, 2016

Mrs. Renee Penton-Jones
800 North Poplar Street
Casper, WY 82601

RE: NATRONA COUNTY TRAVEL & TOURISM COUNCIL

Dear Renee,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Travel & Tourism Council. At the June 7th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on June 30th, 2019. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

Forrest Chadwick, Chairman
Board of Natrona County Commissioners

FC/mlm

cc: Kathy Henion



**NATRONA COUNTY TRAVEL AND TOURISM COUNCIL
CASPER AREA CONVENTION AND VISITORS BUREAU
139 West 2nd Street, Suite 1B ~ Casper, Wyoming 82601**

The Joint Powers Agreement establishing the Natrona County Travel and Tourism Council was entered into by and between Natrona County, City of Casper, Town of Evansville, Town of Mills, Town of Bar Nunn, Town of Edgerton, and Town of Midwest, hereinafter collectively referred to as "Participating Agencies".

The Natrona County Travel and Tourism Council shall consist of nine (9) members, all of whom shall be residents of Natrona County, Wyoming.

Each Participating Agency shall appoint one (1) member, except the City of Casper and Natrona County, who shall each appoint two (2) members. The majority of the Board membership shall consist of representatives of the travel and tourism industry.

Appointments for a full term shall be for three (3) years. Board members may be reappointed upon mutual agreement. The respective Participating Agency shall make appointments to fill unexpired terms of retiring board members. All board appointments shall be subject to revocation by the Participating Agency making such appointment.

This is to certify that by action of the Board of County Commissioners of

Natrona County, Wyoming

taken on June 7, 2016 (Date)

Renee Penton-Jones (Name)

is appointed to serve on the Natrona County Travel and Tourism Council for a three-year term, July 1, 2016 through June 30, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING**

Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, Natrona County Clerk

6/7/2016
(Date)

**NOTICE OF HEARING TO ENLARGE THE BOUNDARIES OF
SKYLINE RANCHES IMPROVEMENT AND SERVICE DISTRICT**

NOTICE IS HEREBY given that a public hearing to enlarge the boundaries of the Skyline Ranches Improvement and Service District will be held June 7, 2016, at 5:30 p.m. in the Natrona County Commissioners Court Room 1, 200 North Center Street, Casper, Wyoming. All interested persons are invited to attend and comment, or submit written comments to the Board of County Commissioners, 200 North Center Street, Suite 115, Casper, WY 82601.

The descriptions of the properties proposed to be included in the District are as follows:

Rodney L. Stalkup and Laura K. Stalkup, as Co-Trustees of The Stalkup Living Trust:
Land on Boot Hill Road, a Parcel located in and being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming.
and

Brian T. Devault and Normita E. Devault, husband and wife: 6545 Boot Hill Road, a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming.

The general purpose of Skyline Ranches is to provide water and a sewer system throughout the district's boundaries. The general purpose of this hearing is to enlarge the boundaries of Skyline Ranches.

The enlargement will not change the number of board members and no election is necessary, pursuant to W.S. 22-29-301.

The Board of County Commissioners
Natrona County, Wyoming
Forrest Chadwick, Chairman

ATTEST:
Renea Vitto, County Clerk

Publish: May 20 and 27, 2016

VLASTOS & DRELL, P.C.
ATTORNEYS AT LAW
300 SOUTH WOLCOTT STREET
SUITE 320
CASPER, WYOMING 82601
(307) 235-6613

J.E. VLASTOS - Of Counsel
DAVID A. DRELL

MAILING ADDRESS:
P.O. BOX 10
CASPER, WYOMING 82602
FACSIMILE (307) 235-6645

April 5, 2016

Heather F. Duncan-Malone
Natrona County Attorney
200 North Center Street, Suite 300
Casper, WY 82601

HAND DELIVERED

RE: Petition for Enlargement
Skyline Ranches Improvement and Service District Enlargement
to Include Stalkup/Devault Properties

Dear Ms. Duncan-Malone:

I represent the Skyline Ranches Improvement and Service District. Recently, the District received requests from two landowners, Rodney L. Stalkup and Laura K. Stalkup, Co-Trustees of the Stalkup Living Trust Dated January 27, 2010, and Brian T. and Normita E. Devault, asking that their properties become part of the District. The District has approved their request. To that end, enclosed please find **original** Petitions to Enlarge Skyline Ranches Improvement and Service District executed by Brian T. and Normita E. Devault and Rodney L. and Laura K. Stalkup as Co-Trustees of the Stalkup Living Trust Dated January 27, 2010. Attached to the Petitions are maps indicating the boundaries of the current District and the areas to be included. A copy of the District Resolution Authorizing said enlargement is enclosed as well.

Also enclosed please find copies of correspondence received from the Natrona County Assessor, Connie Smith, and Dan Shadakofsky of the State of Wyoming Department of Revenue. As you can see, both indicate there are no conflicts as to the boundaries of the District as enlarged.

I would ask that the Petitions be placed on the agenda of the Board of County Commissioners for a determination as to enlargement of the District.

Heather F. Duncan-Malone
April 5, 2016
Page 2

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "D A Drell". The signature is fluid and cursive, with the first name "D" being particularly large and stylized.

David A. Drell
VLASTOS & DRELL, P.C.

DAD/dr

encs.

c: Skyline Ranches Improvement and Service District (w/encs.)
Rodney L. and Laura K. Stalkup (w/o encs.)
Brian T. and Normita E. Devault (w/o encs.)

**RESOLUTION AUTHORIZING
EXPANSION OF THE BOUNDARIES OF
THE SKYLINE RANCHES IMPROVEMENT
AND SERVICE DISTRICT**

WHEREAS, the Skyline Ranches Improvement and Service District (the "District") is an improvement and service district located in Natrona County, Wyoming that provides sewer services as well as roadways to landowners located within the District; and

WHEREAS, the Board of Directors of the Skyline Ranches Improvement and Service District has received two Petitions for enlargement of the District from certain landowners located outside of the District boundaries to enable such landowners to become part of the District and to connect to the District's sewer system and to utilize the District's roadways; and

WHEREAS, said landowners have agreed to pay certain charges, costs and assessments and have further agreed to be subject to charges, costs and assessments as set forth by the District through its Board of Directors pursuant to the Improvement and Service District Act, Wyo. Stat. Ann. §§ 18-12-101 to -140 (LexisNexis 2015); and

WHEREAS, the Board of Directors of the Skyline Ranches Improvement and Service District feel that it is in the best interests of the landowners in the District that the District be enlarged to include the properties set forth in said Petitions for enlargement.

THEREFORE, IT IS HEREBY RESOLVED that the boundaries of the District be enlarged to include the following described properties:

	<u>Name of Property Owner</u>	<u>Land Description</u>
1.	Brian T. Devault and Normita E. Devault, husband and wife	6545 Boot Hill Road, more specifically described on Exhibit "B"

<u>Name of Property Owner</u>	<u>Land Description</u>
2. Rodney L. Stalkup and Laura K. Stalkup, as Co-Trustees of The Stalkup Living Trust Dated January 27, 2010	Land located on Boot Hill Road, Natrona County, Wyoming, more specifically described on Exhibit "B"

PASSED, APPROVED, AND ADOPTED this 5th day of ~~January 2015~~ 2016

BOARD OF DIRECTORS
 SKYLINE RANCHES IMPROVEMENT
 AND SERVICE DISTRICT

Greg Beecher
 Greg Beecher, Chairman

Richard Whalen
 Richard Whalen

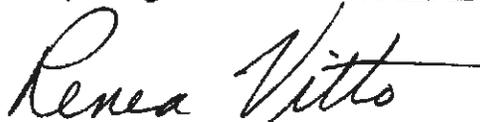
David Gunderson
 David Gunderson

Renea Vitto

NATRONA COUNTY CLERK
200 North Center • P.O. Box 863
Casper, WY 82602
307-235-9206
rvitto@natronacounty-wy.gov

May 3, 2016

I, Renea Vitto, Natrona County Clerk, do hereby certify the petitions for enlargement of Skyline Ranches Improvement & Service District, does meet the requirements pursuant to Wyoming Statute 22-29-301 and 22-29-107 subsection (c).



Renea Vitto
Natrona County Clerk

NATRONA COUNTY ASSESSOR

Connie Smith

200 N. Center St. Ste. 140 Casper, WY 82601
307-235-9444 FAX 307 235-9497

February 1, 2016

RECEIVED FEB 03 2016

David A. Drell
Attorney At Law
300 S. Wolcott St. Ste. 320
Casper, WY 82601

REF: Devault/Stalkup Boot Hill Rd. Property

Dear Mr. Drell:

The Natrona County Assessor has received and reviewed the Petition to Enlarge and the Resolution Authorizing Expansion of the Boundaries of Skyline Ranches Improvement and Service District.

Having examined the legal descriptions of the proposed parcels, I find no conflicts with the boundaries of the parcels being proposed for the expansion into the Skyline Ranches Improvement and Service District. The assessments will be created for the 2016 tax year.

Sincerely,



Connie Smith, Assessor

The State



of Wyoming

MAR 21 2016

DEPARTMENT OF REVENUE

Herschler Building
2nd Floor West
122 West 25th Street
Cheyenne, Wyoming 82002-0110
E-Mail: directorofrevenue@wyo.gov
Web: <http://revenue.wyo.gov>

MATTHEW H. MEAD, Governor
DANIEL W. NOBLE, Director

Telephone (307) 777-7961
DOR Main FAX (307) 777-7722
Property Tax FAX (307) 777-7527
Excise FAX (307) 777-3632
Mineral FAX (307) 777-7849
Liquor FAX (307) 777-6255

March 16, 2016

Skyline Ranches Improvement and Service
4625 S Skyline Rd
Casper, Wyoming 82604

Dear Dave Gunderson:

The Wyoming Department of Revenue has received a petition for enlargement submitted for this district, pursuant to W.S. 22-29-109(a) and W.S. 22-29-301. According to our records, your district has provided the Department information in the past and your current compliancy status is as follows:

<u>Tax Year</u>	<u>Approval Type</u>	<u>Map</u>	<u>Legal</u>	<u>Resolution</u>
2017	Compliant	Approved	Rejected	Approved

During the review, the Department mapped and compared your existing district boundaries to the petition provided. This new composite boundary was also compared to the other taxing authorities that are currently formed and operating in the county.

The Department of Revenue approves the petition for annexation. The petitioned area does not create any gaps, overlaps or conflicts with districts of like services.

Once the petition has been approved by the Board of Directors and the County Commissioners, any new, missing or rejected documents should be submitted to the Department as soon as possible. All documents provided to the Department must meet the requirements established in Chapter 21, Section 5 of our agency rules. You can find this document on the Department's website at <http://revenue.wyo.gov>. If you do not have internet access, we can mail a copy for your review.

If you have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

Dan Shadakofsky
Senior Business Applications Analyst
(307) 777-5432
dan.shadakofsky@wyo.gov

16-0017 - we did for 2016
Petition 1/14/16 Ulastos & Galt

cc: Natrona County Assessor
Natrona County Clerk
Natrona County Commissioners



DEPARTMENT OF REVENUE

Herschler Building
2nd Floor West
122 West 25th Street
Cheyenne, Wyoming 82002-0110
E-Mail: directorofrevenue@wyo.gov
Web: <http://revenue.wyo.gov>

MATTHEW H. MEAD, Governor
DANIEL W. NOBLE, Director

Telephone (307) 777-7961
DOR Main FAX (307) 777-7722
Property Tax FAX (307) 777-7527
Excise FAX (307) 777-3632
Mineral FAX (307) 777-7849
Liquor FAX (307) 777-6255

March 16, 2016

Skyline Ranches Improvement and Service
4625 S Skyline Rd
Casper, Wyoming 82604

Dear Dave Gunderson:

The Wyoming Department of Revenue has received a petition for enlargement submitted for this district, pursuant to W.S. 22-29-109(a) and W.S. 22-29-301. According to our records, your district has provided the Department information in the past and your current compliancy status is as follows:

<u>Tax Year</u>	<u>Approval Type</u>	<u>Map</u>	<u>Legal</u>	<u>Resolution</u>
2017	Compliant	Approved	Rejected	Approved

During the review, the Department mapped and compared your existing district boundaries to the petition provided. This new composite boundary was also compared to the other taxing authorities that are currently formed and operating in the county.

The Department of Revenue approves the petition for annexation. The petitioned area does not create any gaps, overlaps or conflicts with districts of like services.

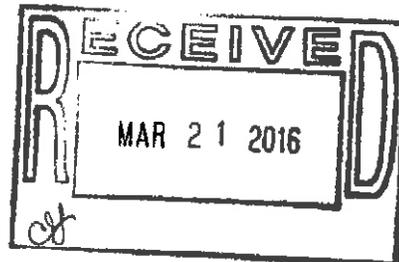
Once the petition has been approved by the Board of Directors and the County Commissioners, any new, missing or rejected documents should be submitted to the Department as soon as possible. All documents provided to the Department must meet the requirements established in Chapter 21, Section 5 of our agency rules. You can find this document on the Department's website at <http://revenue.wyo.gov>. If you do not have Internet access, we can mail a copy for your review.

If you have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

Dan Shadakofsky
Senior Business Applications Analyst
(307) 777-5432
dan.shadakofsky@wyo.gov

cc: Natrona County Assessor
Natrona County Clerk
Natrona County Commissioners



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, STATE OF WYOMING**

**PETITION TO ENLARGE THE
SKYLINE RANCHES IMPROVEMENT AND SERVICE DISTRICT**

COMES NOW the undersigned Petitioner, and pursuant to the provisions of Wyo. Stat. Ann. § 22-29-105(b) and Wyo. Stat. Ann. § 22-29-301 to -307 (LexisNexis 2015), hereby petitions for the enlargement of the Skyline Ranches Improvement and Service District. In support of this Petition, the Petitioner states as follows:

1. That the name of the District to be enlarged is the Skyline Ranches Improvement and Service District established October 23, 1981.
2. That the boundaries of the Skyline Ranches Improvement and Service District are more particularly described on the map attached hereto and marked as Exhibit "A".
3. That the property proposed to be added to the Skyline Ranches Improvement and Service District is described as follows:

Name of Property Owner

Land Description

Rodney L. Stalkup and Laura K. Stalkup, as Co-Trustees of The Stalkup Living Trust Dated January 27, 2010

Land located on Boot Hill Road, Natrona County, Wyoming, more specifically described on Exhibit "B"

4. That the Petitioner represents by its signature to this Petition that it is the landowner owning 100 percent of the real property proposed to be included in the Skyline Ranches Improvement and Service District.
5. The undersigned acknowledges that the Skyline Ranches Improvement and Service District is a district organized pursuant to the provisions of Wyo. Stat. Ann. §§ 18-12-101 to -140 (Michie 1981-LexisNexis 2015), and that said District is authorized to perform all lawful purposes of the Improvement and Service District Act, including acquiring, constructing, operating and maintaining improvements and services which would serve the public necessity and convenience of the inhabitants of the District, obtain improvements and services by contract

with a city, town, county or other entity, or furnish or perform any special local service which enhances the use or enjoyment of any improvement or facility.

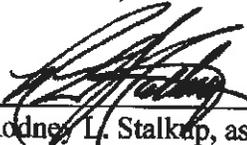
6. The undersigned acknowledges the District has constructed a domestic water and sewer system throughout the District for which certain charges and assessments of the lots within the District are made.

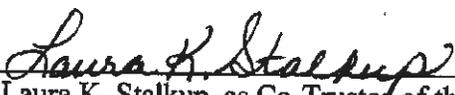
7. The undersigned agrees that, as a landowner within the District, it or its successors/owners of the lots described above, will be subject to all charges, costs and assessments that are set forth by the District through its Board of Directors pursuant to the Improvement and Service District Act, Wyo. Stat. Ann. §§ 18-12-101 to -140 (LexisNexis 2015).

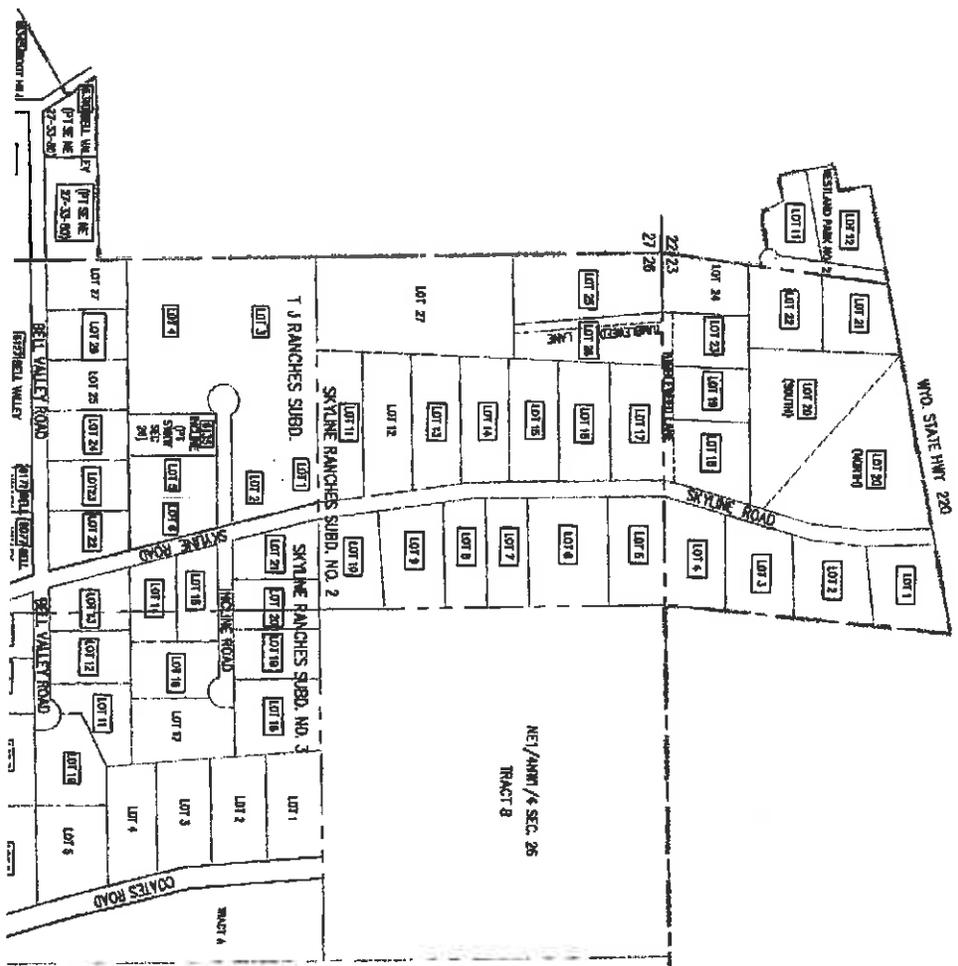
8. The existing Board of Directors for the Skyline Ranches Improvement and Service District are as follows: Greg Beecher, Richard Whalen and David Gunderson.

9. The provisions of the Special District Elections Act provide that upon enlargement of said District, the number of director positions on the Board of Directors may be increased. It is the desire of the undersigned that the District continue to be served by the existing number of Board members.

RODNEY L. STALKUP AND
LAURA K. STALKUP, AS CO-TRUSTEES
OF THE STALKUP LIVING TRUST DATED
JANUARY 27, 2010

By: 
Rodney L. Stalkup, as Co-Trustee of the Stalkup
Living Trust Dated January 27, 2010

By: 
Laura K. Stalkup, as Co-Trustee of the Stalkup
Living Trust Dated January 27, 2010



NE 1/4 SEC. 26
TRACT 8

NE 1/4 SEC. 26
TRACT 8

23 24
28 25

EXHIBIT "B"

A PARCEL LOCATED IN AND BEING A PORTION OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 27, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND ALSO A POINT IN THE NORTHERLY LINE OF SAID NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 27 AND FROM WHICH POINT THE NORTHWESTERLY CORNER THEREOF BEARS N.89°40'W., 267.14 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY LINE OF SAID PARCEL AND NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 27, S.89°40'E., 439.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S.1°43'E., 332.84 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, N.89°40'W., 441.08 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N.1°21'W., 332.84 FEET TO THE POINT OF BEGINNING.

Grantor specially warrants and will forever defend the title to said property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor herein, but not otherwise.

Excepting and reserving unto Seller all oil, gas, metals, and all other mineral and/or hydrocarbons of every kind and character, with right of ingress and egress to explore, mine, extract, produce all, in, on, and under the land described.

Subject to Covenants, Conditions, Restrictions, and Easements of Record, if any.

RESOLUTION NO. 14-16

A RESOLUTION DECLARING THE ENLARGEMENT OF
SKYLINE RANCHES IMPROVEMENT AND SERVICE DISTRICT

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, has been petitioned by Rodney L. Stalkup and Laura K. Stalkup, as Co-Trustees of The Stalkup Living Trust Dated January 27, 2010; and Brian T. Devault and Normita E. Devault, husband and wife, for annexation to enlarge the Skyline Ranches Improvement and Service District; and

WHEREAS, the Board of Directors of the Skyline Ranches Improvement and Service District have provided a letter agreeing to include the new area within the district; and

WHEREAS, pursuant to W.S. 22-29-301(a), the Board can declare the enlargement of a district without an election if it has shown that:

All landowners and all voters, if any, within the new area and the board of directors of the district agree to the inclusion of the new area within the district.

WHEREAS, the Board has reviewed the petition and finds that it has been properly presented, that the proposed expansion to the district would serve the public convenience and necessity in the area, and that the landowners and board of directors of the district agree to the inclusion of the area within the district, and there are no new voters residing in the new area.

NOW, THEREFORE, the Board of County Commissioners, pursuant to W.S. 22-29-301(a) hereby declare that the Skyline Ranches Improvement and Service District be and hereby is enlarged by the inclusion of:

Land on Boot Hill Road, a Parcel located in and being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming.
and

6545 Boot Hill Road, a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming.

and that such property is bound by the taxing authority, bonding authority, and rule making authority and such other powers as provided by W.S. 18-12-101 thru 140, and further that the existing board of directors of the Skyline Ranches Improvement and Service District shall continue as directors until further elections as provided by statute.

DATED this 7th day of June, 2016.

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

ATTEST:

Forrest Chadwick, Chairman

Renea Vitto, County Clerk

Approved As To Form:

Heather Duncan-Malone
Natrona County Attorney

**NOTICE OF HEARING
PROPOSED FORMATION OF THE
FULLSPEED IMPROVEMENT AND SERVICE DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Natrona County, Wyoming, will conduct a public hearing to consider a Petition For Formation of the proposed Fullspeed Improvement and Service District and to be held June 7, 2016, at 5:30 p.m. in the Natrona County Commissioners Court Room 1, 200 North Center Street, Casper, Wyoming. All interested persons are invited to attend and comment, or submit written comments to the Board of County Commissioners, 200 North Center Street, Suite 115, Casper, WY 82601.

The Petition for formation of the district is filed so that improvements of local necessity and public convenience can be acquired, constructed, operated and maintained as provided in §§18-12-101 through 18-12-140, W.S. (1977). The proposed financing of the improvements of said district may be accomplished by taxation, assessment, borrowing and bonds.

The description of the creation of the proposed formation of the improvement and service district is as follows:

Fullspeed Simple Subdivision, Natrona County, Wyoming. All in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE/4) of Section 29, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming.

The Board of County Commissioners
Natrona County, Wyoming
Forrest Chadwick, Chairman

ATTEST:
Renea Vitto, County Clerk

Publish: May 20 and 27, 2016



Department of Environmental Quality

To protect, conserve, and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matthew H. Mead, Governor

152 N. Durbin St., Suite 100 · Casper, WY 82601 · (307) 473-3450

Todd Parfitt, Director

December 3, 2013

Chairman
Natrona County Board of County Commissioners
200 North Center
Casper, WY 82601

RECEIVED	mm 12/5/13	DATE:
PLEASE ROUTE:		
BK		
HDM	JEM	
EO		
MK		
RH		
TW		
BM		

RE: Full Speed Service Industrial Park Subdivision, Natrona County
WDEQ Application #13-494

Dear Commissioners:

The Wyoming Department of Environmental Quality (WDEQ) received application material related to the Full Speed Service Industrial Park Subdivision for review of the safety and adequacy of water supply and sewer systems pursuant to W.S. §18-5-306. The application material was received November 13, 2013. As described in the statute, WDEQ has 30 days to respond with comments and recommendations; however, if necessary WDEQ may extend the review period for an additional 30 days. Therefore, WDEQ's recommendations will be provided to the Commission no later than January 12, 2014.

A copy of the subdivision application package has been provided to the Wyoming State Engineer's Office for their information and advice to the Water Quality Division.

Please do not hesitate to contact me at (307) 473-3478 if you have any questions regarding this subdivision application or WDEQ's subdivision application review process.

Sincerely,

Karen L. Farley, P.E.
Northeast District Engineer
Water and Wastewater Program, Wyoming Water Quality Division

cc: Dave Richards, P.O. Box 2838, Casper, WY 82414
Gene Wallace, Natrona County Planning Office, 200 North Center, Rm 202, Casper, WY 82601
Matt Williams, P.E., WLC, 200 Pronghorn, Casper, WY 82601
WDEQ Subdivision File
Mike Ebsen, SEO (w/enclosure)



LAW OFFICES
SCHWARTZ, BON, WALKER & STUDER, LLC

141 SOUTH CENTER STREET, SUITE 500

CASPER, WYOMING 82601-2588

TELEPHONE 307-235-6681

FACSIMILE 307-234-5099

WWW.SCHWARTZBON.COM

WILLIAM B. BON
CAMERON B. WALKER
JUDITH A.W. STUDER
PATRICK T. HOLSCHER
RICK L. KOEHMSTEDT*
TASSHA A. POWERS
PETER J. TIMBERS**
CARISSA D. MOBLEY
SCOTT C. MURRAY***

WILLIAM T. SCHWARTZ
(1921-2006)

*LICENSED TO PRACTICE IN NORTH DAKOTA
**ADMITTED TO PRACTICE BEFORE THE
U. S. PATENT AND TRADEMARK OFFICE
***LICENSED TO PRACTICE IN COLORADO

February 2, 2016

Natrona County Commissioners
200 N. Center
Suite 115
Casper, WY 82601

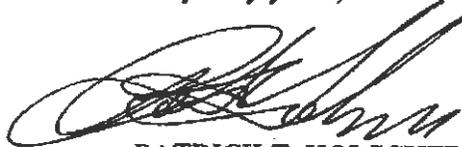
Re: Petition for the Formation of The Fullspeed Improvement and Service District

Dear Commissioners,

We are submitting a Petition for Formation For the Fullspeed Improvement & Service District, together with the sum of \$200.00 as per the statute for the creation of the same. By doing this, we are officially seeking the County's permission under the WS 18-12-106 and WS 22-29-105 for the creation of this district.

Please feel free to contact us with any requirements you may have of regarding this matter. Additionally, please let us know of any hearings or submissions you may need to have us participate in. We look forward to working with Natrona County on this matter.

Very truly yours,



PATRICK T. HOLSCHER

PTH/cc

CC: Heather Duncan Malone
County Assessor
State Department of Revenue



DEPARTMENT OF REVENUE

Herschler Building
2nd Floor West
122 West 25th Street
Cheyenne, Wyoming 82002-0110
E-Mail: directorofrevenue@wyo.gov
Web: <http://revenue.wyo.gov>

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Excise FAX (307) 777-3632
Mineral FAX (307) 777-7849
Liquor FAX (307) 777-6255

March 16, 2016

Fullspeed Improvement and Service
141 S Center St Suite 500
Casper, Wyoming 82601-2588

Dear Patrick Holscher:

The Wyoming Department of Revenue has reviewed the petition for formation submitted for this district, pursuant to W.S. 22-29-109(a) and W.S. 22-29-301. During the review, the Department mapped and compared the proposed boundaries of your district to other taxing authorities that are currently formed and operating in the county.

The Department approves the petition for annexation. The petitioned area does not create any gaps, overlaps or conflicts with districts of like services. Upon becoming a valid taxing authority, please provide the Department a valid map and/or legal description that references your district's name, the complete boundary and references the PLSS and metes and bounds. The map that was provided referenced Fullspeed Simple Subdivision and not Fullspeed Improvement and Service.

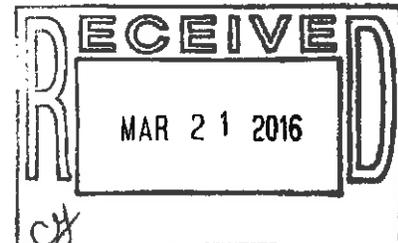
Per Wyoming Statute 22-29-103(e)(i), all special districts shall file a copy of the documents authorizing formation, a map and legal description, to the Department of Revenue within ten (10) days after the effective date of formation. All documents provided to the Department must meet the requirements established in Chapter 21, Section 5 of our agency rules. You can find this document on the Department's website at <http://revenue.wyo.gov>. If you do not have Internet access, we can mail a copy for your review.

If you have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

Dan Shadakofsky
Senior Business Applications Analyst
(307) 777-5432
dan.shadakofsky@wyo.gov

cc: Natrona County Assessor
Natrona County Clerk
Natrona County Commissioners



RESOLUTION 61-15
PS15 -13

A RESOLUTION APPROVING THE FINAL PLAT FOR FULLSPEED SUBDIVISION, A MAJOR SUBDIVISION

WHEREAS, on June 17, 2015, the Board of County Commissioners received an application from Fullspeed Service, LLC, represented by Dave Richards (Owner/Developer) for the final plat for Fullspeed Major Subdivision, consisting of 6 lots on 34.88 acres in the Fullspeed Simple Subdivision, located in the S/2 of the NE/4 of Section 29, Township 34North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The Fullspeed Subdivision is located between Amoco Road and the Wardwell exit on North Poplar Street roughly ¼ mile from the City of Casper; and

WHEREAS, the application was processed in accordance with the 2013 *Subdivision Regulations of Natrona County, Wyoming*, adopted by the Board of County Commissioners to protect the public health, safety and general welfare of the people of Natrona County, Wyoming; and

WHEREAS, the Natrona County Planning and Zoning Commission, pursuant to Section 18-5-202(b) W.S. 1977, held a public hearing on October 13, 2015, due notice of which was provided, to consider the same and forwarded a recommendation for approval to the Board of County Commissioners with a vote of 3 in favor and two absent; and

WHEREAS, The Board of County Commissioners, pursuant to Section 18-5-202(c) W.S. 1977, held a public hearing on November 3, 2015, due notice of which was provided, on this matter in compliance with the Wyoming State Statutes; and

WHEREAS, the final plat complies with the 2013 *Subdivision Regulations of Natrona County, Wyoming*, the Board of County Commissioners hereby makes the following finding of facts as listed below in regards to this Major Subdivision:

1. The subdivision is consistent with the Natrona County Development Plan and the Natrona County Zoning Resolution.
2. The applicant has provided evidence that a sufficient water supply system will be in place in terms of quantity, quality, and dependability for the type of subdivision. A letter has been submitted to the Board of County Commissioners from the Central Wyoming Regional Water System approving two 8-inch water connections to the existing Regional Water System.
3. The subdivision will have individual on-site septic tanks and leach fields permitted and constructed to Natrona County Health Department and WDEQ Rules and Regulations. WDEQ has reviewed the proposed sewage disposal and is satisfied that the proposed sewage system is feasible.
4. The subdivision will be compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, and general welfare of the inhabitants of the area and the County.
5. The subdivision is in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7).

NOW, THEREFORE: it is hereby resolved by the Board of County Commissioners, Natrona County, Wyoming, that all conditions for approval of the Fullspeed Subdivision have been met and the final plat of the Fullspeed Subdivision is hereby approved.

PASSED, APPROVED AND ADOPTED this 3rd day of November 2015.



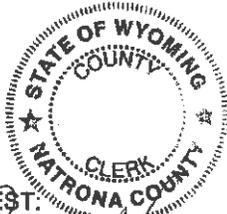
11/17/2015 4:16:25 PM

Pages: 2

1003263

NATRONA COUNTY CLERK

Renea Vitto
Recorded: AK
Fee: \$0.00
NC COMMISSIONERS\380



ATTEST:

Renea Vitto
Renea Vitto, County Clerk

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

Forrest Chadwick
Forrest Chadwick, Chairman

APPROVED AS TO FORM:

Heather Duncan-Malone
Heather Duncan-Malone, County Attorney

My term of office expires
January 7, 2019

**PETITION FOR FORMATION
FOR
THE FULLSPEED IMPROVEMENT & SERVICE DISTRICT**

Come now Fullspeed Services LLC, acting pursuant to Wyoming Statute 18-12-106 and 22-29-105, pertaining to the petition of formation for an improvement and service district, and represent as follows:

1. That the signatures of not less than sixty percent (60%) of the persons owning land within the territory proposed to be included in the district, whose land in the proposed district has an assessed value of sixty percent (60%) or more of the assessed value of all of the land within the proposed district are attached to this petition of formation. Said real property is entirely owned by Fullspeed Services, the Petitioner.
2. That the proposed name of the district is the Fullspeed Improvement & Service District.
3. That the boundaries of the district and the land situated therein are described with particularity within that document entitled "Plat of Fullspeed Simple Subdivision", a copy of which is attached hereto as Exhibit A and fully incorporated herein.
4. That Fullspeed Services LLC hereby request that a district be formed under W.S. 18-12-101 through 18-12-140, the "Improvement and Service District Act."
5. The general purpose of the district is to provide for the ability of the District to provide such services as may be desired, beneficial and/or necessary to maintain and construct the subdivision, including such matters as typically would be constructed for the same, including, but not limited to:
 - a. Establish and collect charges for water, sanitation and related services and the use of improvements or services provided by the district, including authority to change the amount or rate thereof, and to pledge the revenues therefrom for the payment of district indebtedness;
 - b. Acquire and own or lease real or personal property, including easements and rights-of-way, within or without the district for district purposes;
 - c. Contract with other districts for common use of improvements and services for the benefit of the inhabitants of all contracting districts;
 - d. Supply the inhabitants and properties of the district with water for domestic and any other lawful use;
 - e. Provide for the collection, treatment or disposal of sewage, waste and storm water of the district and its inhabitants;
 - f. Provide for the collection and disposal of garbage or refuse matter;
 - g. Provide all services necessary to protect the health and welfare of residents and businesses in the district and the value of property therein and to enter into agreements with any public or private agency, institution or person for the furnishing of such services;
 - h. Provide for properties of public benefit;
 - i. Provide for street lighting;
 - j. Provide for the opening, widening, extending, straightening and surfacing in whole or part of any street and maintenance, reconstruction, snow removal and clearance for the same or other roads or streets;

- k. Provide for the construction, maintenance, reconstruction and improvement of bridges, culverts, curbs, gutters, drains and works incidental to any street improvement;
 - l. Provide subdivision control;
 - m. Do any and all other things necessary to carry out the purposes hereof;
 - n. With the approval of the board of county commissioners, establish and collect charges for the use of any improvement to cover the cost of operating and maintaining the improvement. Following approval of the county commissioners and upon application by a district, an assessment roll shall be created by the county assessor's office to facilitate the collection of the improvement operation and maintenance charges, whether or not the assessor has created an assessment roll for the collection of indebtednes
6. Those items noted above in Paragraph 5 of this petition shall consist of those things the District shall be empowered to do, should the District determine that it is necessarily or beneficial to do them. By making this Petition, the District does not seek to bind itself to a determination that all of the above listed items are necessary or beneficial at the time that this Petition was made.
7. That the proposed method for financing the improvements or services to be provided the first year are detailed as follows: property assessment, government grants and private donations by those entities with an interest in the district.

8. The following persons are willing to serve on or file as candidates for election to the initial board of directors:

Name	Address	Resident	Landowner	Term
Dave Richards	2727 N. Poplar	(Business)	yes	2 yrs
Jody Card	2727 N. Poplar	(Business)	yes	2 yrs

9. Costs associated with the formation of the district including but not limited to publication, ballot preparation, polling and canvassing, shall be the responsibility of and paid by the sponsors of the proposed district. W.S. 22-29-105(a)(vii) and W.S. 22-29-111(b).
10. The chief petitioners who shall be responsible for costs associated with formation and who shall represent all petitioners and subscribers in matters relating to this petition of formation are the following:
13. This petition is accompanied by a filing fee of two hundred dollars (\$200) as required by W.S. 18-12-105.

Each signature must be legible, or, if not, the name of the signer must be printed clearly after the signature.

Dated this 1/25 day of 2015

By:


Fullspeed Services, LLC
By: Dave Richards (member/owner)

**PETITION FOR FORMATION
OWNERS CONSENT SIGNATURES**

The signatures of not less than sixty percent (60%) of the persons owning land within the territory proposed to be included in the district, whose land in the proposed district has an assessed value of sixty percent (60%) or more of the assessed value of all of the land within the proposed district, are set forth below. These signatures are submitted in support of the Petition For Formation of District to which they are attached and indicate support for the formation of the District.

Dated this 1/25 day of 2016

By:



Fullspeed Services, LLC, owner of 100% of
the subject real property
By: Dave Richards (Manager/owner)

STATE OF Utah)
)ss
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me this 25 day of January 2016, by Dave Richards, as agent for Fullspeed Services.

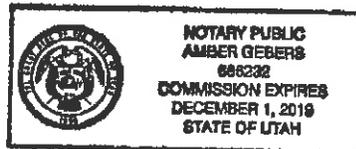
Witness my hand and official seal.



Notary Public

My commission expires:

December 1, 2019



EASEMENT

This Easement ("Easement") is made and entered into this 17 day of August, 2015 (the "Effective Date") by and between Rocky Mountain Pipeline System LLC, a Delaware limited liability company, whose mailing address is 333 Clay Street, Suite 1600, Houston, Texas 77002 ("GRANTOR"), and Fullspeed Service LLC, whose mailing address is 2727 North Poplar, Casper, Wyoming 82609 (hereinafter called "GRANTEE").

WHEREAS, GRANTOR owns a thirty foot (30') wide strip of land ("Grantor Fee Strip") located within Section 29, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, more particularly described as follows:

A parcel of land in the East half of Section 29, Township 34 North, Range 79 West of the 6th P.M. extending 15 feet on each side of the center line of the Western Pipe Line Company's pipe line, as surveyed after completion, from the point where said center line intersects with the southern boundary of said Section 29 (from which point the corner common to Sections 29, 28, 32 and 33, said Township and Range, bears S. 88 degrees 39 minutes E., 1995.1 feet) North 14 degrees 29 minutes 30 seconds E. 4583 feet to the point of intersection with the east line of said Section 29, from which point the corner common to Sections 20, 21, 29 and 28 of said Township and Range bears North 0 degrees, 24 minutes W. 790 feet, said parcel containing 3.15 acres, more or less; subject to all mineral and other reservations of the United States Government affecting said land.

WHEREAS, the Grantor Fee Strip as shown in Exhibit "A" attached hereto and made a part hereof covers only that portion of the aforementioned thirty foot (30') wide strip of land which bisects GRANTEE'S land situated in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE/4) of Section 29, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming; and

WHEREAS, GRANTEE also owns two other tracts of land, with one tract being west of and abutting the west boundary of Grantor Fee Strip, and more particularly described on Exhibit "B1" attached hereto (hereinafter "Tract A") and the other being east of and abutting the east boundary of Grantor Fee Strip, and more particularly described on Exhibit "B2" attached hereto (hereinafter "Tract B"), both tracts being east of Interstate Highway 25 and in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE/4) of Section 29, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming; and which are more particularly described on the plat attached hereto and as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, S.0°37'02"E., 1294.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and parallel to the southerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29 as measured 20 feet northerly and perpendicular there from, S.89°44'45"W., 1257.21 feet to the southwest corner of said Parcel and a point in and intersection with the easterly line of north Poplar Street; thence along the westerly line of said Parcel and the easterly line of said North Poplar Street, N.6°44'39"E., 1304.93 feet to the northwesterly corner of said Parcel and a point in and intersection with the northerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29; thence along the northerly line of said Parcel and SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, N.89°48'38"E., 1090.02 feet to the Point of Beginning and containing 34.88 acres, more or less;

WHEREAS, GRANTEE desires the right to access and cross Tract A from Tract B and Tract B from Tract A, and make use and occupy the surface of the same in either case by crossing Grantor Fee



999193

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: GC
Sep 8, 2015 02:19:53 PM
Pages: 8 Fee: \$33.00
SCHWARTZ BON WALKER & STUDER

Strip or in using and occupying the surface, but not the subsurface of the same, in the area where the below described easement is located;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. **EASEMENT.** GRANTEE and its employees, agents, contractors and subcontractors, successors and assigns, are hereby granted a non-exclusive easement across and upon Grantor Fee Strip for the purpose of access to (and from) Tract A from (and to) Tract B and, subject to the terms hereof, for use of the surface of the Grantor Fee Strip. GRANTEE shall be liable to GRANTOR for any expenses, losses or damages of any nature or kind whatsoever, to the extent sustained by GRANTOR in consequence of or resulting from any exercise of the rights herein granted to GRANTEE, whether or not such expenses, losses or damages result from the act, fault or omission of GRANTEE or of some other person, firm or corporation acting under his authority, and whether or not the act, fault, omission or other cause of such expenses, losses or damages be incidental or accidental, negligent or non-negligent.
2. **USES.** The right of access granted herein should be limited to GRANTEE'S use (subject to the terms hereof) and pedestrian and vehicular (excluding any trucks, tractors or vehicles with more than three axles, and any vehicle carrying oil or any kind of water) access over the Grantor Fee Strip to (and from) Tract A from (and to) Tract B. All activities conducted by Grantee in the exercise of the rights herein granted shall be confined to the Grantor Fee Strip, and shall be conducted in such a manner as to minimize interference with Grantor's operations. No house, building, or other permanent structure shall be erected or maintained by GRANTEE, its successors or assigns, its heirs or grantees, within the Easement without the express written consent of the GRANTEE, its successors or assigns. GRANTEE must send a copy of proposed construction plans with the letter requesting approval by GRANTOR. Notwithstanding anything herein to the contrary, GRANTEE shall not under any circumstances excavate on Grantor Fee Strip beyond a maximum depth of six inches (6") below the surface.
3. **INDEMNIFICATION.** GRANTEE SHALL REIMBURSE GRANTOR FOR, AND INDEMNIFY GRANTOR, ITS DIRECTORS, OFFICERS, AND EMPLOYEES, AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS (INCLUDING REIMBURSEMENT OF ALL ATTORNEY AND EXPERT FEES AND ALL OTHER COSTS OF DEFENSE), DAMAGES, EXPENSES, CLAIMS (INCLUDING CLAIMS OF STRICT LIABILITY, NEGLIGENCE, AND FOR LIABILITY IMPOSED BY STATUTES, RULES OR REGULATIONS), SUITS AND LIABILITIES ON ACCOUNT OF ANY BODILY INJURY OR DEATH TO ANY PERSONS (INCLUDING GRANTEE, ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS, AND THE EMPLOYEES OF ANY OF THEM), OR DAMAGE TO, OR LOSS OR DESTRUCTION OF, ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PROPERTY OF GRANTEE, ITS AGENTS, CONTRACTORS AND SUBCONTRACTORS, AND THE EMPLOYEES OF ANY OF THEM) ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS EASEMENT, OR THE USE OF THE ACCESS RIGHTS GRANTED HEREIN. GRANTEE ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH THE USE OF THE AFOREMENTIONED EASEMENT (INCLUDING, BUT NOT LIMITED TO, RELATED IN ANY WAY TO ANY EXPOSURE DUE TO ANY RELEASE OR LEAKAGE CAUSED BY GRANTOR'S PAST, PRESENT, OR FUTURE PIPELINE OPERATIONS OF ANY PETROLEUM PRODUCT(S), ANY PETROLEUM BY-PRODUCT(S) OR ANY OTHER POSSIBLY HARMFUL OR HAZARDOUS MATERIAL(S)). THIS OBLIGATION SHALL

FURTHER BEING ALL SUCCESSORS AND ASSIGNS DURING THE PERIOD IN WHICH THEY OWN THE DOMINANT ESTATE WITH THEIR PREDECESSORS IN INTEREST ACCORDINGLY RELEASED FROM SUCH OBLIGATIONS UPON THEIR ASSIGNMENT OF THE DOMINANT ESTATE.

6. **AS-IS CONDITION.** GRANTEE accepts the easement property covered hereby in its present condition, as is, at his sole peril and risk, without any liability or obligation of any kind whatsoever on the part of GRANTOR, and without any warranties, express or implied of any kind whatsoever, and at the termination hereof, GRANTEE obligates himself to surrender and return said property to GRANTOR in as good condition as when received, usual wear and tear excepted.
7. **COMPLIANCE WITH LAWS.** All the terms and provisions of this Easement are hereby expressly made subject to all Federal, State and local laws and to all laws, orders, rules, regulations and standards issued thereunder by all duly constituted political sub-divisions and agencies having jurisdiction, as currently existing and this Easement shall ipso facto be considered supplemented and/or amended accordingly to make this Easement subject thereto, and GRANTEE hereby warrants that he will comply with same. GRANTEE further warrants that it shall comply at its sole cost and expense with any requirement by any such Federal, State or local laws, or any and all orders, rules, regulations and standards issued thereunder, to lower, move or relocate any structure placed by him on said property. Provided however, nothing contained herein shall limit Grantee's ability to seek reimbursement for such project from the Federal, State or local authorities. Grantee agrees to fully defend, protect, indemnify and hold Grantor free and harmless from and against any and all claims, costs (including but not limited to reasonable attorney's fees and expenses incurred in defense of Grantor) demands, fines and causes of action (including but not limited to environmental claims) arising out of the failure or alleged failure of Grantee to comply with the above mentioned laws, orders, rules, regulations and standards.
8. **RIGHTS OF OTHER PARTIES.** This Easement is made subject to any and all existing easements, prescriptive rights, rights of way, leases (including existing and future oil, gas, and mineral leases issued by Grantor), subleases, licenses, and permits affecting the right of way and easement, or any part thereof, whether of record or not, and all presently recorded matters that affect the property. Grantor further reserves the right to grant future easements, leases, and subleases covering the easement property or any part thereof to the extent the same do not unduly interfere with Grantee's rights hereunder. Grantor hereby reserves to itself, its agents, successors and assigns, the right use and enjoy the easement property insofar as the exercise thereof does not endanger or interfere with Grantee's rights hereunder. It is distinctly understood by the parties that this document does not constitute a conveyance of any part of portion of the fee nor of the oil, gas and other minerals in, on and under and that may be produced from the property covered hereby, but only grants a right of way and easement as hereinabove provided.
9. **GRANTEE'S INSURANCE.** GRANTEE shall carry a minimum of (a) commercial general liability insurance coverage of at least \$1,000,000.00, such insurance to provide coverage for premises operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors and personal injury coverage; (b) Excess Umbrella Liability Policy of at least \$2,000,000.00. GRANTEE shall furnish GRANTOR proof of such coverage before commencement of operations hereunder and at any time thereafter requested by GRANTOR. GRANTEE shall also be included on such insurance as an additional insured.

10. ASSIGNMENT AND DELEGATION. GRANTEE may assign this Easement (i) without GRANTOR'S consent to a successor-in-interest or transferee of Tract A and Tract B. If GRANTEE assigns this Easement pursuant to (i) above, GRANTEE shall deliver written notice of such assignment to Grantor within thirty (30) days of such assignment. A permitted assignee hereunder shall assume in writing all of the obligations contained in this Easement. Any purported assignment not made in accordance with these provisions shall be voidable and of no force and effect.

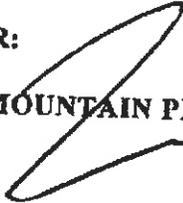
11. BINDING EFFECT. It is expressly understood that the provisions of this Easement do not impart enforceable rights in anyone who is not expressly allowed herein to exercise such rights.

This Easement has been executed by the authorized officials of the parties to be effective as of the date first written above.

GRANTOR:

GRANTEE:

ROCKY MOUNTAIN PIPELINE SYSTEM FULLSPEED SERVICE LLC

By: 

By: 

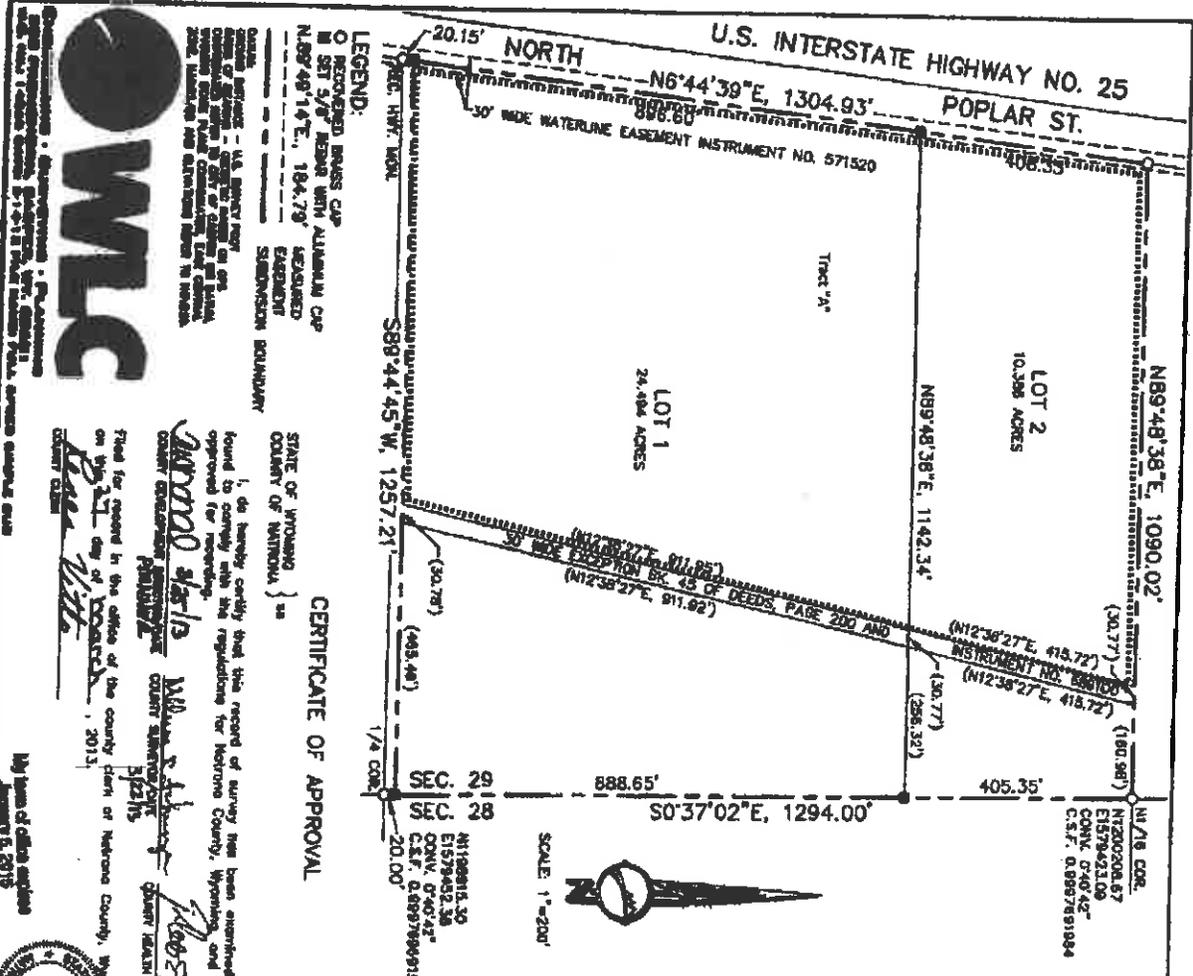
Name: George N. Polydoras, Jr.

Name: Dave Richards

Title: Vice President

Title: Manager

(Acknowledgments on the next page)



OWLC
 OIL & GAS
 WYOMING LAND & CONVEYANCE

CERTIFICATE OF APPROVAL
 STATE OF WYOMING
 COUNTY OF NATRONA

I, do hereby certify that this report of survey has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for recording.

Steve M. Coats
 Professional Land Surveyor
 License No. 6010
 State of Wyoming

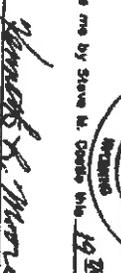
My term of office expires
 January 5, 2015



CERTIFICATE OF SURVEYOR
 I, Steve M. Coats, a Professional Land Surveyor, License No. 6010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of January, 2013 and that the plat is the best of my knowledge and belief, correctly and accurately represents said land.

Steve M. Coats
 Professional Land Surveyor
 License No. 6010
 State of Wyoming

My term of office expires
 June 29, 2013



CERTIFICATE OF SURVEYOR
 I, Steve M. Coats, a Professional Land Surveyor, License No. 6010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of January, 2013 and that the plat is the best of my knowledge and belief, correctly and accurately represents said land.

Steve M. Coats
 Professional Land Surveyor
 License No. 6010
 State of Wyoming

My term of office expires
 June 29, 2013

PLAT OF FULLSPEED SIMPLE SUBDIVISION
 A SUBDIVISION OF A PORTION OF THE SE1/4NE1/4, SECTION 29, TOWNSHIP 34 NORTH, RANGE 79 WEST, SIXTH PRINCIPAL MERIDIAN NATRONA COUNTY, WYOMING

CERTIFICATE OF OWNER

Fullspeed Service, LLC, hereby certifies that the above or foregoing subdivision, Fullspeed Simple Subdivision, a subdivision of a portion of the SE1/4NE1/4, Section 29, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, as it appears on this plat is in full compliance with the provisions of the laws of the State of Wyoming, and the subdivision is being recorded in accordance with the laws of the State of Wyoming and the provisions of said laws, the name of said subdivision shall be "FULLSPEED SIMPLE SUBDIVISION". Dated at Casper, Wyoming this 27th day of March, 2013.

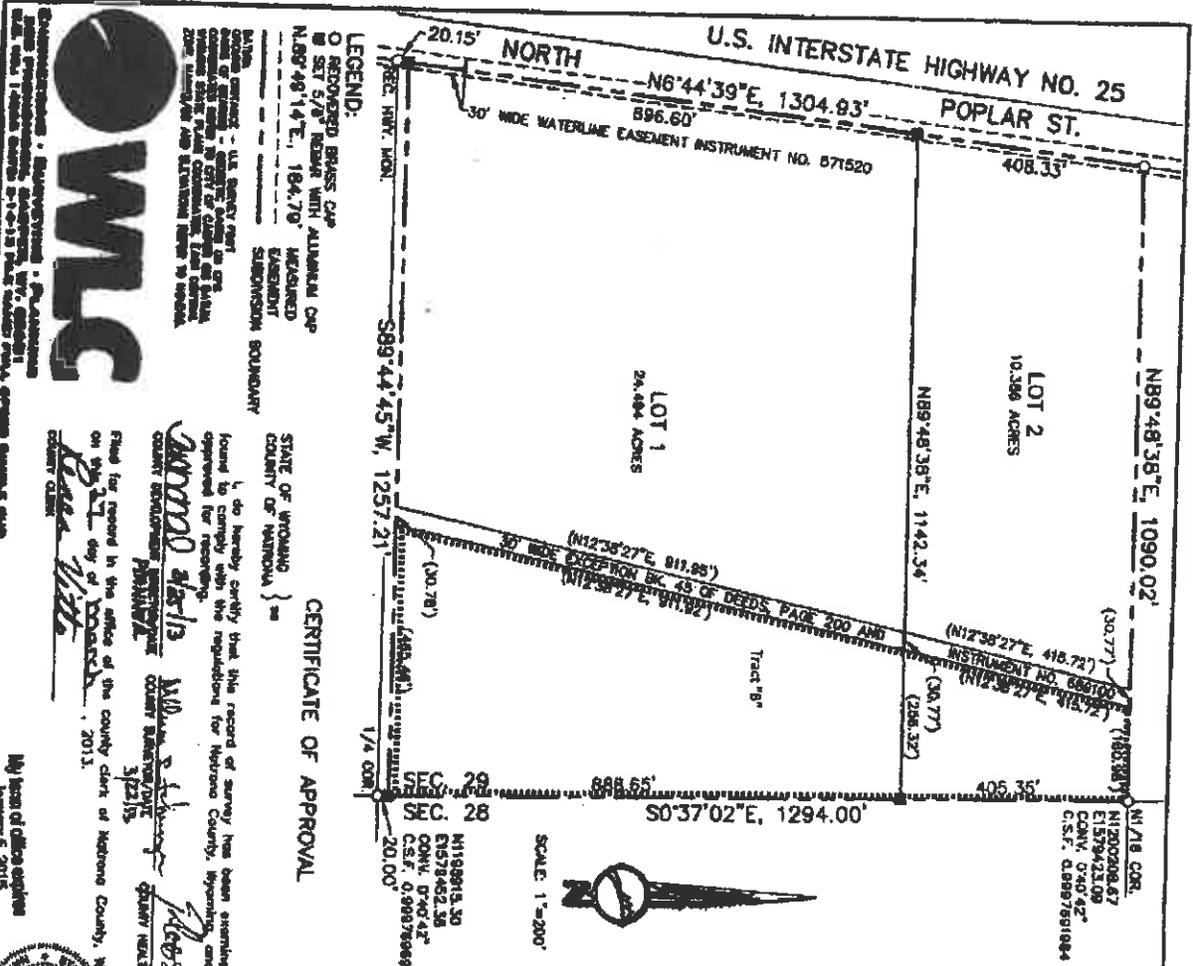
Joseph Cord
 Managing Member of Fullspeed Service, LLC

My term of office expires
 June 29, 2013



947839

NATRONA COUNTY CLERK, BY
 Name: Vicky
 Date: 27, 2013 10:53:11 AM
 Page: 1 of 1
 Fee: \$50.00
 NATRONA COUNTY PLANS/DEEDS



OWC
 OMEGA SURVEYING & CONSULTING
 1000 N. 10th St., Suite 100
 Helena, MT 59601
 Phone: (406) 261-1111
 Fax: (406) 261-1112
 Email: info@owcmt.com

LEGEND:
 O REDUCED BRASS CAP
 S SET 5/8" REBAR WITH ALUMINUM CAP
 N 188°48'14"E, 184.70' MEASURED
 EASEMENT
 SUBDIVISION BOUNDARY
 STATE OF WYOMING
 COUNTY OF NATRONA

CERTIFICATE OF APPROVAL

I, the hereby certify that the record of survey has been furnished by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for recording.
 My term of office expires January 5, 2015.



STATE OF WYOMING
 COUNTY OF NATRONA

My term of office expires January 5, 2015.

CERTIFICATE OF SURVEYOR

I, Steve H. Cozelle, a Professional Land Surveyor, License No. 0010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of January, 2013 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



Kenneth R. Moore
 Surveyor

The foregoing instrument was acknowledged before me by Joseph Carl, Managing Member of Fullspeed Service, LLC on this 27th day of March, 2013.
 My commission expires: June 20, 2013

FULLSPEED SIMPLE SUBDIVISION
 A SUBDIVISION OF A PORTION OF THE SE1/4NE1/4, SECTION 29, TOWNSHIP 34 NORTH, RANGE 79 WEST SIXTH PRINCIPAL MERIDIAN NATRONA COUNTY, WYOMING

PLAT OF FULLSPEED SIMPLE SUBDIVISION
 FULLSPEED SERVICE, LLC, hereby certifies that the above or foregoing subdivision, Fullspeed Simple Subdivision, a subdivision of a portion of the SE1/4NE1/4, Section 29, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, as it appears on this plat is with the true contour and in accordance with the desires of the above named and undersigned owners and proprietors of said lands, the name of said subdivision shall be "FULLSPEED SIMPLE SUBDIVISION", District of Casper, Wyoming, this 27th day of March, 2013.

947839

Natrona County Clerk, JF
 Renee Viska
 Notarized: 2
 Notarized: 27, 2013 10:16 AM
 Fee: \$59.00
 Natrona County, Wyoming

Renea Vitto

NATRONA COUNTY CLERK
200 North Center • P.O. Box 863
Casper, WY 82602
307-235-9206
rvitto@natronacounty-wy.gov

April 21, 2016

I, Renea Vitto, Natrona County Clerk, do hereby certify the petition of Fullspeed Improvement & Service District, does meet the requirements pursuant to Wyoming Statute 22-29-301 and 22-29-107 subsection (c).

A handwritten signature in cursive script that reads "Renea Vitto". The signature is written in black ink and includes a horizontal line extending from the end of the name.

Renea Vitto
Natrona County Clerk

RESOLUTION NO. 15-16

**RESOLUTION AND ORDER DECLARING THE FORMATION OF
FULLSPEED IMPROVEMENT AND SERVICE DISTRICT AFTER ELECTION
BY ELECTORS AND LANDOWNERS**

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, has received a petition by landowners of Natrona County, Wyoming requesting the formation of the Fullspeed Improvement and Service; and

WHEREAS, the Board held a public hearing on June 7, 2016 wherein support for and objections to the formation of said District were received; and

WHEREAS, the Board of County Commissioners has found that the establishment of the proposed District would serve the public benefit, convenience, and necessity in that area and that the Petition to Form such District has been properly presented. No amendments to the boundaries of the proposed district were found to be necessary.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the formation of the Fullspeed Improvement and Service District is hereby established with the boundaries of said District described as follows:

All in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE/4) of Section 29, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, S.0°37'02"E., 1294.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and parallel to the southerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29 as measured 20 feet northerly and perpendicular therefrom, S.89°44'45"W., 1257.21 feet to the southwesterly corner of said Parcel and a point in and intersection with the easterly line of north Poplar Street; thence along the westerly line of said Parcel and the easterly line of said North Poplar Street, N.6°44'39"E., 1304.93 feet to the northwesterly corner of said Parcel and a point in and intersection with the northerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29; thence along the northerly line of said Parcel and SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, N.89°48'38"E., 1090.02 feet to the Point of Beginning and containing 34.88 acres, more or less.

FURTHERMORE, IT IS HEREBY RESOLVED AND ORDERED that an election on the question of the formation of the Fullspeed Improvement and Service District and of the initial directors shall be submitted to the electors of the proposed district and such election shall be held in compliance with Wyo. Stat. § 22-29-109(f)

ORDERED, APPROVED, AND ADOPTED this 7th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

Approved As To Form:

Heather Duncan-Malone
Natrona County Attorney