



**Campbell County Parks and Recreation Department
Board of Director's Meeting, Recreation Center - Canyon Room
Gillette, Wyoming
January 28, 2019, 5:00 p.m.
Barb Pilon, Chairwoman
Clay Cundy, Secretary/Treasurer
Brian Edwards
Bobby Ingram
Justin Merryman**

- A. Call To Order
- B. Consent Agenda
 - I. Consent Agenda

Documents:

[2018-19 CONSENT AGENDA.PDF](#)

- C. Items From Public
- D. Old Business
- E. New Business
 - I. Bell Nob Food And Beverage Agreement

Documents:

[2019-21 BELL NOB FOOD AND BEVERAGE AGREEMENT.PDF](#)

- II. 2019 City Pool MOU

Documents:

[2019 CITY POOL MOU.PDF](#)

- F. Items From Staff
 - I. Recreation Report - Adam Gibson
 - II. Parks Report - Kevin Geer
 - III. Bell Nob Report - Dwayne Dillinger
- G. Items From Board

H. Director's Report

I. 2019-20 Budget Message

II. University Of Wyoming Vs Montana State Indoor Track Meet

Documents:

[2019 TRACK SCHEDULE UW VS MONTANA STATE NEW.PDF](#)

I. Adjournment

Enriching lives in Campbell County by providing high quality parks, recreation programs, facilities and services.

CONSENT AGENDA

CAMPBELL COUNTY PARKS AND RECREATION
BOARD OF DIRECTORS
GILLETTE, WYOMING

- I. Approval of Minutes
- II. Approval of Vouchers

ADDITIONAL ONE PERCENT SALES TAX

GROUP		DATE	FUNDING
<u>YOUTH REQUESTS</u>			\$4,900.00
Wicked 307 Girl's Softball			\$1,500.00
			\$3,400.00

BELL NOB CLUBHOUSE AND GOLF COURSE FOOD & BEVERAGE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between Campbell County Parks and Recreation Board of Directors, 250 Shoshone Ave., Gillette, Wyoming, hereinafter referred to as “BOARD” and MDDDB, LLC, a Wyoming limited liability company, of 3505 Crestline Circle, Gillette, Wyoming, 82718, hereinafter referred to as “EBY”.

WITNESSETH:

WHEREAS, the Bell Nob Golf Course is owned by Campbell County, Wyoming, with management and operational authority vested in the BOARD; and

WHEREAS, the BOARD desires to have EBY provide food and beverage services at the Bell Nob Clubhouse and Golf Course;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto and other valuable consideration, the BOARD and EBY enter into this Agreement on the terms, conditions and covenants hereinafter set forth.

1. AGREEMENT: In exchange for compensation and other consideration as set forth below, EBY agrees to provide food and beverage services at the Bell Nob Golf Course and Clubhouse facility in Gillette, Wyoming, as an independent contractor under the terms and conditions set forth in this Agreement.

2. INDEPENDENT CONTRACTOR: As an independent contractor, EBY shall assume sole responsibility for any debits or liabilities that may be incurred in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing EBY or its agents, contractors and/or employees to act as agents or representatives for or on behalf of the BOARD or Campbell County, or to incur any obligation of any kind on behalf of the BOARD or Campbell County. By entering into this Agreement, EBY understands that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to Campbell County employees will inure to EBY or its agents, contractors and/or employees as a result of this Agreement.

3. DESCRIPTION OF SERVICES AND USE OF THE PREMISES. In order to facilitate the provision of food and beverage services for the Bell Nob Golf Course and Clubhouse, BOARD agrees to provide adequate facilities located on the top floor of the Clubhouse which includes a kitchen, bar, lounge, dining room and beverage cart along with equipment and fixtures identified on Exhibit A which is attached to this Agreement and by this reference, incorporated herein. EBY acknowledges at the time of entering into this Agreement that the facilities, equipment and fixtures provided by BOARD are adequate for EBY to perform its obligations under this Agreement.

EBY agrees to use the facilities only for the specific purpose set forth herein and for no other purpose without the BOARD'S prior written consent and hereby agrees to abide by all rules and regulations of the Bell Nob Golf Course and all Federal, State, County and City laws, ordinances, rules and regulations.

At a minimum, EBY shall provide a variety of soft drinks, snacks, sandwiches, hot dogs and alcoholic beverages as more fully set forth in Section 9.

4. **TIME PERIOD:** The term of this Agreement shall commence on April 1, 2019 and terminate on March 31, 2021.

5. **COMPENSATION:** EBY shall be entitled to retain all monies generated by it in the sale of food and beverages except that EBY shall pay the sum of 7% of its total monthly gross sales to the BOARD for the use of the facilities, equipment, fixtures and beverage cart. All expenses, including but not limited to, payment for all food and beverage products sold by it are the responsibility of EBY. EBY shall submit its monthly payment to the BOARD by the twenty-fifth (25) day of the next month during the term of this Agreement.

6. **FINANCIAL RECORDS:** EBY is responsible for keeping accurate financial records for the food and beverage operations provided under this Agreement and submit daily sales reports documenting at a minimum all revenues to the BOARD. These records shall be kept in accordance with generally accepted accounting principles. Records shall be available for inspection by the BOARD or its designated agent(s) at other times during mutually convenient business hours.

7. **EXCLUSIVE RIGHTS:** With this agreement, EBY shall have exclusive rights to provide food and beverage services at the Clubhouse and the Bell Nob Golf Course for all services offered in the normal course of business (golf related activities and events). All food and beverages prepared on the premises must be served on the premises. EBY may not operate a catering business utilizing the facilities, equipment and fixtures provided by the BOARD. For large tournaments held at the golf course, EBY may contract for such services, at his own expense, with local catering businesses to provide these food services. Use of the premises for events other than golf related activities must have approval of the BOARD in accordance with rules and regulations it may establish.

8. **LIQUOR LICENSE:** It is the expectation of the parties that the BOARD shall obtain a limited retail liquor license for bona fide golf clubs owned and maintained by a political subdivision of the State of Wyoming from the City of Gillette as authorized and governed by Wyoming law along with all associated rights and obligations inherent with such liquor license. By entering into this Agreement, the BOARD agrees to the use of the liquor license by EBY in order to fulfill its obligations under this Agreement in the provision of food and beverage services to the golf course and Clubhouse. Under the limitations of the liquor license, the licensed premises shall be the golf course property. EBY agrees to comply in all respects with all laws, regulations and restrictions which apply, whether federal, state or local. "Shot Carts" for tournaments will not be allowed. The failure to comply with any such law, regulation or restriction in the sole discretion of BOARD shall be grounds for immediate termination of this Agreement without notification or further process of law.

9. **UTILITIES:** The BOARD shall pay for all utilities used by EBY in the performance of its obligations under this Agreement except for telephone expenses.

10. **MAINTENANCE AND REPAIRS:** The BOARD shall keep in good order and repair the facilities, equipment and fixtures provided to EBY for use subject only to normal wear and tear. The foregoing notwithstanding, EBY is responsible for all repairs and maintenance and all expenses related to non-fixture property and any maintenance or repairs necessitated by the negligence or wrongful acts of EBY or its agents, contractors and/or employees. EBY shall not make alterations, improvements or additions to the facilities without the BOARD'S prior written consent. EBY shall assist County staff in custodial services needed to provide a clean and safe environment, including but not limited to, cleaning the grease traps located in the kitchen on a monthly basis or more frequently as needed.

11. HOURS OF OPERATION. EBY acknowledges that BOARD has a legitimate interest in regulating and establishing uniform hours of business for the provision of services under this Agreement to its patrons. EBY shall ensure that it shall provide services under this Agreement during the following hours of operation:

April 1 - May 31: Sept. 1 - Oct. 31: Monday through Sunday from 9:00 a.m. - 12:00 a.m.

June 1 - August 31: Monday through Sunday from 7:00 a.m. - 12:00 a.m.

November 1 - March 31: Wednesday through Saturday from 4:00 p.m. - 12:00 a.m.

During the busy months of June - August, Saturday opening will be at 7:00 a.m. Hours of operation established herein may be altered only with prior written approval to the BOARD.

EBY shall be responsible for ensuring that adequate personnel is trained, available and staffing the Clubhouse and golf course at all times during the designated hours of operation. Failure to do so will be considered a material breach of this Agreement warranting BOARD to exercise its options under the section entitled Default. All personnel utilized by EBY to perform its obligations under this Agreement shall be employees of EBY with EBY being solely responsible for all wages, salaries, training, supervision, reporting requirements and payment of all federal, state and local tax obligations.

12. HOLD HARMLESS AND DEFENSE: EBY shall indemnify, hold harmless and defend the BOARD and any of its officers, agents or employees from any damage, injury, claim or cause of action of any kind, character or nature from any person, persons, employee, entity or organization which may arise out of the use of the facilities and provision of services under this Agreement.

13. INSURANCE: EBY shall procure and maintain in force a policy of general commercial liability insurance covering its activities under this Agreement in a minimum amount of \$1,000,000 combined single limit liability insurance per occurrence and \$1,000,000 liquor liability

insurance. The BOARD shall be named as an additional insured on the policy. The BOARD shall be furnished a certificate of insurance evidencing the coverage required herein within ten (10) days of the execution of this Agreement. The BOARD shall provide property loss coverage for the physical facility. The BOARD and EBY shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the facilities or its contents, regardless of whether such loss or damage is caused by the negligence of EBY or the BOARD, arising out of any of the perils insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Agreement.

14. 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.

15. SUBLEASE OR ASSIGNMENT: EBY shall not sublease or assign any rights under this Agreement without the prior written consent of the BOARD.

16. AGREEMENT RENEWAL: This agreement may be extended for annual periods subject to the renegotiation of the monthly percent rental amount or any other provision of the Agreement. If the parties cannot agree on all provisions, this Agreement shall terminate. If EBY elects to extend this Agreement pursuant to this paragraph, it shall provide the BOARD written notice to

extend at least 60 days prior to the termination of this lease. Any extension of this Agreement shall be evidenced in writing and signed by both parties.

17. DEFAULT: The failure of EBY to perform its duties or obligations imposed by the terms of this Agreement for a period of fifteen (15) days after written notice, shall be considered in default except as otherwise provided above. In the event of default, the BOARD may at any time thereafter, with or without notice or demand, and without limiting any other right or remedy, terminate this Agreement. Upon termination, EBY shall have no other rights hereunder except for any personal property which may remain at the facility which shall be returned to EBY upon written request to BOARD. All obligations incurred by EBY during the term of this Agreement remain the sole liability of EBY after termination. Any notice required to be given under the terms of this Agreement shall be deemed sufficient if mailed by regular United States mail at the address provided in the opening paragraph to this agreement. Any change may be made by providing the new contact information in writing.

18. SMOKE FREE FACILITY AND GROUNDS: The Bell Nob Clubhouse, including the entire building and cart staging area, is smoke free. This includes, but is not limited to, golf cart parking lot, all entrances and grass areas adjacent to the Clubhouse. Smoking will be allowed in a designated outdoor patio area agreed upon by EBY and BOARD. EBY shall be responsible to assist in enforcing this prohibition and in keeping this area clean.

19. ACCESS: BOARD reserves the right to inspect the facilities at any time for the purpose of examining any or all equipment to ascertain if it is in a safe, sanitary condition and good repair and any other purpose as deemed necessary by the BOARD.

20. AMENDMENT: This Agreement represents the entire agreement between the parties and no further amendment, change or understanding shall be binding on either party unless reduced to

writing and signed by both parties.

21. PROFESSIONAL PROTOCOL: During the service of this contract, EBY and his staff shall represent the Department in the highest professional manner while dealing with the public at the Bell Nob Clubhouse. This is in reference to all interaction with the public including language, dress, appearance, customer service and presenting a positive attitude. EBY shall make himself available to the bar/lounge operations as needed to insure exceptional service to customers. EBY also agrees to promote the organizational values set forth by Campbell County Parks and Recreation (see attached).

AGREED UPON AND EXECUTED this ____ day of _____, 2019.

**PARKS AND RECREATION BOARD OF DIRECTORS
CAMPBELL COUNTY, WYOMING**

Barb Pilon, Chairwoman
Parks and Recreation Board of Directors

ATTEST: _____
Rick Mansur
Director, CCPR

MDDB, LLC

BY: _____
Mike Eby, Organizer and Managing Member

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by Mike Eby as the organizer and managing member of MDDB, LLC who acknowledged before me that he has the authority to so bind MDDB, LLC.

Witness my hand and official seal.

Notarial Officer

My commission expires: _____

**CAMPBELL COUNTY PARKS AND RECREATION DEPARTMENT
&
CITY OF GILLETTE**

**MEMORANDUM OF UNDERSTANDING
CITY POOL OPERATIONS**

- I. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Campbell County Parks and Recreation Department, by and through the Campbell County Board of Commissioners (hereinafter referred to as DEPARTMENT) and the City of Gillette (hereinafter referred to as CITY). The DEPARTMENT and CITY may be referred to herein collectively as the PARTIES. The Parties do not waive sovereign immunity by entering into this agreement
- II. **Purpose:** The purpose of this MOU is to establish specific duties and responsibilities for the operation and maintenance of the City Pool by the DEPARTMENT for the CITY. Further agreements may be developed as deemed necessary, by either party, to identify additional specific responsibilities provided such further agreements are reduced to writing and approved by both PARTIES.
- III. **Term of MOU:** This MOU shall commence one week prior to Memorial Day Weekend May 25, 2019 and continue through August 16, 2019.
- IV. **Responsibilities of the DEPARTMENT:** The scope of work includes:
- Hire and train all lifeguards working at the City Pool. These lifeguards will be employees of Campbell County and not the City and will be subject to all County employment rules, policies, procedures, and wage rates. Campbell County shall cover all lifeguards working at the City Pool under its coverage for Worker's Compensation.
 - Perform daily routine cleaning of pool, deck and locker rooms.
 - Perform backwash procedures and chemical usage needed for pool.
 - Perform basic operations of mechanical plant.
 - Maintain up to date daily water test results required by Wyoming Department of Health.
 - Schedule lifeguards: Memorial Day Weekend May 25, 2019 through August 16, 2019 as needed.
 - Provide CITY documentation of Department wages and invoice monthly.
- V. **Responsibilities of the CITY:** The scope of work includes:
- Provide all costs associated with the performance of this agreement and the operation and maintenance of the City Pool including, but not limited to, lifeguard and supervisory staff wages.
 - Provide chemicals, cleaning and maintenance materials for pool.
 - Provide start-up costs prior to opening on Memorial Day weekend and provide closing maintenance costs after August 16, 2019.
 - Provide labor necessary for all other maintenance. Examples include: mowing, trimming shrubs, turf irrigation and repairs, maintaining flower pots, etc.

- The City will continue to operate the concession stand at the swimming pool and shall be solely responsible for its staffing and terms of operation including the supplies and labor.

VI. **Ownership of Facility:** The CITY will maintain ownership of the pool and will continue to offer this amenity free of charge to all users.

VII. **Signatures:** In witness whereof, the parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood, and agree to the terms and conditions set forth herein.

Passed, Approved, and Adopted this ____ day of _____, 2019

CAMPBELL COUNTY PARKS AND RECREATION, acting by and through the Campbell County Board of Commissioners Board of Directors.

Barb Pilon, Chairwoman
Campbell County Parks & Recreation

(SEAL) ATTEST: _____
Clay Cundy ,Secretary
Campbell County Parks & Recreation

Passed, Approved, and Adopted this ____ day of _____, 2019

CITY OF GILLETTE

Louise Carter- King, Mayor

(SEAL) ATTEST: _____
Karlene Abelseth, City Clerk

Wyoming--Montana State

Powder River Dual

Campbell County Parks and Recreation Center

Gillette, WY

Saturday, January 26th, 2019



11:30	Weight Throw	(Men with Women to Follow)
11:00	High Jump	(Men with Women to Follow)
12:00	Pole Vault	(Women with Men to Follow)
11:00	Long Jump	(Men with Women to follow)
11:00	Triple Jump	(Women with men to follow)
12:00	Mile	(W)
12:10	Mile	(M)
12:20	60 Meter H.	(W)
12:30	60 Meter H.	(M)
12:40	400 Meter	(W)
12:50	400 Meter	(M)
1:30	Shot Put	(Men with Women to Follow)
1:00	60 Meter	(W)
1:10	60 Meter	(M)
1:20	800 Meter	(W)
1:30	800 Meter	(M)
1:40	200 Meter	(W)
1:50	200 Meter	(M)
2:00	3000 Meter	(W)
2:15	3000 Meter	(M)
2:30	4x400 Relay	(W)
2:40	4x400 Relay	(M)