



# NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA

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

Tuesday, February 16, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

### I. CALL MEETING TO ORDER

### II. ROLL CALL

### III. PLEDGE OF ALLEGIANCE

### IV. APPROVAL OF CONSENT AGENDA

### V. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Management Agreement between the US of America & NC for the Management, Development, Operation & Maintenance of Recreation & Related Improvements & Facilities (Management Agreement No. 15-LM-60-2364) – BOR Alcova, Gray Reef, & Pathfinder Reservoirs, WY *(tabled at the 2-2-2016 Meeting)*

### VI. PUBLIC HEARINGS

#### A. RETAIL LIQUOR LICENSE

1. ALCOVA RESORT LLC. d/b/a Alcova Lakeside Marina
2. C. C. COWBOYS, INC. d/b/a Racks
3. GRACE PARTNERS LLC d/b/a Sky Terrace
4. THE SHOE, INC. d/b/a The Horseshoe Bar
5. HENDERSON IRREVOCABLE TRUST d/b/a Lazy 8
6. NORTHERN DREAMS d/b/a Northern Dreams
7. DEBRA PETERSON d/b/a Rimrock Bar
8. ON THE ROCKS, INC. d/b/a Sunset Grill
9. C. LEANN MOSES d/b/a Mountain Home
10. RICHARDSON & RICHARDSON, INC. d/b/a Hiland's Bright Spot

#### RESTAURANT LIQUOR LICENSE

1. CASPER MOUNTAIN RESORT, LLC. d/b/a Trailhead Lodge
2. RONALD STRANG d/b/a Black Gold Grille

#### LIMITED RETAIL LIQUOR LICENSE

1. CASPER BOAT CLUB d/b/a Casper Boat Club
2. CASPER COUNTRY CLUB d/b/a Casper Country Club

#### RETAIL COUNTY MALT BEVERAGE PERMITS

1. Black Ops, LLC d/b/a Sloane's General Store
2. PATHFINDER BOAT CLUB d/b/a Pathfinder Boat Club
3. NATRONA COUNTY FAIR ASSOCIATION d/b/a Central WY Fair & Rodeo

### VII. PUBLIC COMMENTS

### VIII. COMMISSIONER COMMENTS

### IX. 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, February 16, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF FEBRUARY 2, 2016 MEETING MINUTES**

**II. APPROVAL OF BILLS – \$3,243,943.70**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

A. Contract Amendment to the Engineering & Construction Agreements for the work on CR 110, 33 Mile and CR 201, Poison Spider/CR 202, Zero Roads to include additional work on CR 705, Ormsby Road

B. Resolution 02-16 Supporting a Business Ready Community Grant and Loan Program for an Enhancement Grant by the (EDJPB) Economic Development Joint Powers Board - For the Purpose of: Phase 1 of Building an Events Driven Public Plaza

C. MOU between the City of Casper & NC – FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) (city \$10,022/county \$10,022)

**IV. STATEMENT OF EARNINGS**

County Clerk	\$93,298.85
Lake	\$3,455.00
Mountain	\$4,389.00
Planning	\$6,866.38
<b>TOTALING</b>	<b>\$108,009.23</b>

**V. BONDS**

A. Michelle Gibbs – Salt Creek JPB – Treasurer (term: November 20, 2015-November 20, 2016)

**VI. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES**

**TOTALING \$1,176.30:** 2015 IRONS, SALLY G - \$218.67; 2015 SHORT, JOHN F JR - \$218.67; 2015 SKOVGARD, MITCHELL - \$218.67; 2015 LAMEY, JOHN - \$59.11; 2015 RITTERHOUSE, LARRY - \$461.18

**VII. BOARD APPOINTMENT**

A. Kermit Wille– Reappointment to the NCIABOT (term ending December 31, 2020)

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
February 2, 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, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

**2015 Service Awards**

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

**Consent Agenda:**

Commissioner Lawson moved for approval of the Consent Agenda. Commissioner Keating seconded the motion. Motion carried.

**CONTRACTS, AGREEMENTS, RESOLUTIONS**

**A. Management Agreement between the US of America & NC for the Management, Development, Operation & Maintenance of Recreation & Related Improvements & Facilities (Management Agreement No. 15-LM-60-2364) – BOR Alcova, Gray Reef, & Pathfinder Reservoirs, WY**

Commissioner Hendry moved to table this item until the February 16<sup>th</sup> meeting. Commissioner Keating seconded the motion. Motion carried.

**PUBLIC HEARINGS**

**A. CUP15-7**

Jason Gutierrez, Development, reported this is a request by John & Marie Antonovich for approval of a Conditional Use Permit to allow Light Agriculture at the applicants' property located at 4068 Monument.

Chairman Chadwick opened up the public hearing.

Speaking in favor: none

Speaking in opposition: none

Hearing no comments the Chairman Chadwick closed the public hearing.

Commissioner Hendry moved to uphold the Planning & Zoning Commissions recommendation for denial incorporating staff's findings of fact. Commissioner Schlager seconded the motion. Commissioner Keating was opposed. Motion approved.

**B. PS15-22**

Jason Gutierrez, Development, reported this is a request by LJM Enterprises/Pine Ridge Properties, LLC for approval of the final plat for Horse Ranch Acres Major Subdivision, consisting of 9 lots and 117 acres.

Chairman Chadwick opened up the public hearing.

Speaking in favor: Jason Lewis (Casper), Lisa Burrige (Casper)

Speaking in opposition: none

Hearing no further comments the Chairman Chadwick closed the public hearing.

Commissioner Hendry moved for approval the Conditional Use Permit incorporating staff's findings of facts; contingent of completion of Improvement & Service District and final approval from the State Engineer's Office. Commissioner Lawson seconded the motion. Motion approved.

**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 6:38 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

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

A&I / ST OF WY ENT TECH	50.60	KIGHT, CASSANDRA	100.00
AFLAC PREMIUM HOLDING	6,463.94	LAWSON, JOHN	10.00
AG DEPT	9,540.85	LIFETIME HEALTH & FITNESS	1,434.30
AMERICAN MEDICAL BROKERS	4,639.53	LITTLE AMERICA-CHEYENNE	238.00
ASSESSOR	50,543.65	NC PUBLIC LIBRARY	693,889.00
ATLAS OFFICE PRODUCTS	365.80	NC EMPLOYEE	286,698.00
BAR NUNN, TOWN OF	7,144.89	NC TREASURER	359,691.19
CALIFORNIA STATE DISBURSEMENT	378.00	ORCHARD TRUST COMPANY	9,645.00
CASPER AREA TRANSPORTATION	15,000.00	PAETEC	14.23
CASPER TIRE LLC	2,693.29	QUALITY OFFICE SOLUTIONS INC	56.93
CENTRAL WY FAIR AND RODEO	50,052.36	R&B/ADMIN	72,365.10
CENTURYLINK	10,271.91	R&B/LAKE	11,243.22
CENTURYLINK BUSINESS SERVICES	956.07	R&B/PARKS DEPT	11,664.42
CHARTER COMMUNICATIONS	1,209.16	R&B/VEHICLE SERVICE	14,561.96
CHILD SUPPORT ENFORC	51,153.47	ROCKY MOUNTAIN POWER	1,242.23
CHILDREN'S ADVOCACY	35,000.00	SHERIFF/ADMIN	284,797.04
CIRCUIT COURT OF THE 7TH	1,102.40	SHERIFF/COURTHOUSE SECURITY	55,656.52
CITY OF CASPER	29,555.08	SHERIFF/EMERG MANAG	13,688.08
CLERK OF COURT/ADMIN	41,128.86	SHERIFF/JDC	3,500.05
CLERK OF DISTRICT COURT	4,054.75	SHERIFF/NEW JAIL	430,074.79
CLERK/ADMIN	67,709.87	SOURCEGAS LLC	10,761.54
COCA-COLA BOTTLING COMPANY	99.00	STERLING INFOSYSTEMS INC	40.00
COLONIAL LIFE & ACCIDENT INS	24.25	TREASURER	47,594.34
COMM/ADMIN	12,991.65	UNITED WAY OF NC	224.75
COMM/COUNTY ATTORNEY	18,096.62	VALIC	75.00
COMM/COUNTY DEVELOPMENT	38,139.77	VERIZON WIRELESS	5,392.90
COMM/MAINT.SALARIES	24,362.56	WAL-MART COMMUNITY	67.57
COMPASSDATA INC	2,262.50	WIMACTEL INC	140.00
CORONER	17,645.54	WY CHILD SUPPORT	1,285.00
DRUG COURT	23,460.62	WY DEPT OF WORKFORCE SERVICES	17,154.75
FIRST INTERSTATE BANK	6,151.29	WYO COUNTY COMMISSIONERS	400.00
HEALTH SMART BENEFIT SOLUTIONS	592.00	WY MEDICAL CENTER	80,000.00
ICMA RETIREMENT TRUST -457	1,230.00	WY RETIREMENT SYSTEM	223,047.71
INFOR TECH	41,769.05		
IRS	125.00		
JOHNSON CONTROLS, INC.	31,225.75		3,243,943.70



## Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

(307) 235-9311; 265-2743 (fax)

MEMO

DATE: January 29, 2016

TO: Forest Chadwick, Commission Chairman, Commissioners and Heather Duncan-Malone, County Attorney

FROM: Michael D. Haigler, Road & Bridge Superintendent *MDH*

SUBJECT: Contract Amendment to the Engineering and Construction Agreements for work on CR 110, 33 Mile and CR 201, Poison Spider/CR 202, Zero Roads to include additional work on CR 705, Ormsby Road.

Please recall that Bids were opened on July 21, 2015 at 2:00 pm for the Milling and Overlay of 33 Mile Road and Poison Spider/Zero Roads. There were five bids received and the low bid was submitted by Knife River, located at P.O. Box 730, Casper Wyoming 82602.

Their base bid was \$3,525,020.32 and their alternate bid for construction of a deceleration lane of Highway 20-26 was \$126,511.50, the combined total is **\$3,651,531.82**.

The Engineers estimate was \$4,689,244.43 and their alternate bid estimate was \$76,077.00, combined the total was \$4,765,321.43. The second lowest bidder was Hedquist Construction at \$3,643,736.50 & \$53,250.00 combined the total was \$3,696,986.50.

Staff recommended awarding the project to Knife River at the August 4, 2015 Commission meeting and a Notice of Award was delivered thereafter.

In the interest of saving additional dollars, I would like to add 1.2 miles of CR 705 Ormsby Road to the existing contracts. The work to be performed on Ormsby is very similar to the work on 33 Mile and Poison Spider/Zero Roads and because we received competitive bid prices for this work I would like to extend the Unit Bid prices to the work additional work on Ormsby Road.

RECEIVED  
2/1/16

*MDH*

*MDH*

By extending the Unit Bid prices to the Ormsby project the County will realize considerable savings. The contractor (Knife River) will have the milling equipment in town and available to work and therefore there would not be significant mobilization cost to consider.

The work on Ormsby Road will amount to an additional \$421,674.00 and the Engineering will be \$26,200.00 combined the cost is \$447,874.00. I had estimated the Ormsby project to be in the neighborhood of \$938,666.00.

The County will realize approximately a \$490,792.00 savings by extending the existing Unit Bid process that where competitively bid for the 33 Mile, Poison Spider/Zero Road projects.

I discussed this issue with County Legal and it was pointed out that in section 2-2.1 of the Natrona County Accounting Policy were it is stated "Solicitation of competitive bids is required as specified in Section 2.1 above, except where there is a volume purchase discount; where there is a sole source for the product, or when an "Annual Accounting Policy Report For County Bidding Requirements" exception is approved by the Board."

I have attached the Annual Accounting Policy Report form for County Bidding Requirements to be considered by the Commission.

APPENDIX B

ANNUAL ACCOUNTING POLICY REPORT FOR COUNTY BIDDING REQUIREMENTS

(To be submitted with annual budget request)

Department/Elected Official: Michael D. Haigler / Road & Bridge Dept.

Items not subject to Bidding Requirements:

milling and paving of CR 705 Ormsby - 1.2 miles of failed roadway serving the Hanna Hills Subdivision north of Casper approximately 11 miles.

Reason for Exemption:

Competitive Bids were received on the 33 mile / Poison Spider / Zero Road project and unit prices were also furnished. By extending the unit prices to the Ormsby project the County can realize an approximate savings of \$490,792.00.

It is in the best interest of the County to consider this request.

Department Head/Elected Official

Michael D. Haigler

**RESOLUTION OF SUPPORT**

**RESOLUTION NO. 02-16**

**A RESOLUTION SUPPORTING A BUSINESS READY  
COMMUNITY GRANT AND LOAN PROGRAM FOR AN  
ENHANCEMENT GRANT ON BEHALF OF THE GOVERNING  
BODY OF THE ECONOMIC DEVELOPMENT JOINT POWERS  
BOARD**

**FOR THE PURPOSE OF: Phase 2 of building an events driven public plaza**

WITNESSETH

**WHEREAS**, the Board of County Commissioners of the County of Natrona is a member of the Economic Development Joint Powers Board; and

**WHEREAS**, the Board recognizes the need for an events driven public Plaza and believes this project will address those needs; and

**WHEREAS**, the public benefit(s) of this project will be public gathering space for the community, increased revenue for the business and property owners located in downtown Casper and low cost or free events that will revitalize our community and the consideration is an increased revenue base for the downtown business and property owners; and

**WHEREAS**, the specific goals and measures of success of this project are to create a public gathering space for the community and the measure of success will be the completion of the plaza; and

**WHEREAS**, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

**WHEREAS**, In the event of any project cost overruns, the Downtown Development Authority will provide funding in the amount necessary to complete the project utilizing additional fundraising; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE** County of Natrona, that a grant application in the amount of \$500,000 submitted to the Wyoming Business Council for consideration of assistance in funding the Casper Downtown Public Plaza is hereby supported by the Board of County Commissioners.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

By: \_\_\_\_\_  
Forrest Chadwick, Chairman

ATTEST:

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

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Casper;" and, Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as "County."

### WITNESSETH:

WHEREAS, Casper and County desire to share the FY 2015 Edward Byrne Memorial Justice Assistance Grant (JAG), with Casper receiving \$10,022, and County receiving \$10,022. Total Grant amount is \$20,044.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

This is an exclusive agreement between Casper and County. Casper shall serve as the applicant/fiscal services agent in all matters relating to the funds.

2. TIME OF PERFORMANCE:

The services of Casper shall begin immediately, and shall terminate thirty six (36) months from the date of this Memorandum of Understanding, or when the funds have been expended, unless either party wishes to terminate said agreement as provided in paragraph five below.

3. METHOD OF PURCHASE:

Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. Products or services ordered by County shall be invoiced to the City of Casper.

4. TERMINATION:

Casper may terminate this agreement, provided however, that Casper shall notify County, in writing of any such intention to terminate thirty (30) days before the effective date of the termination. County may terminate, without declaring a default, by also providing notice to Casper thirty (30) days before intended termination.

5. EXTENT OF AGREEMENT:

This Memorandum of Understanding represents the entire and integrated agreement between Casper and County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and County.

IN WITNESS WHEREOF, Casper and County have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:

*Walker*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

*Marcy A. Belsor*  
City Clerk



*Charlie Powell*  
Charlie Powell  
Mayor

ATTEST:

NATRONA COUNTY WYOMING

Renea Vitto  
County Clerk

Forrest Chadwick, Chairman  
Natrona County Commissioners

APPROVED AS TO FORM  
NATRONA COUNTY ATTORNEY  
BY: *Stanton*  
DATE: 2/9/16

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71745926

That we Michelle Gibbs

of Midwest, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Salt Creek Joint Powers Board, the State of Wyoming, in the penal sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

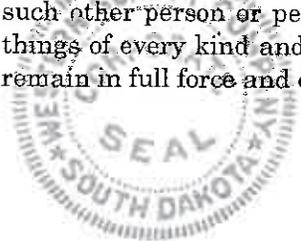
Dated this 21st day of January, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly  Appointed  Elected to the office of Treasurer

in the Salt Creek Joint Powers Board

and State aforesaid for the term beginning November 20, 2015, and ending November 20, 2016.

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



Michelle Gibbs  
Principal

WESTERN SURETY COMPANY

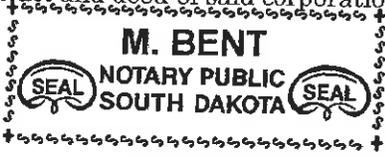
By Paul T. Bruhat  
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

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

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



*M. Bent*

Notary Public

My Commission Expires March 2, 2020

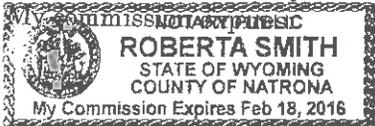
OATH OF OFFICE

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

*Michelle Gibbs*

State of Wyoming }  
County of *Natrona* } ss

This Oath of Office was subscribed and sworn to before me by *Michelle Gibbs* on this 28 day of *January*, 2016



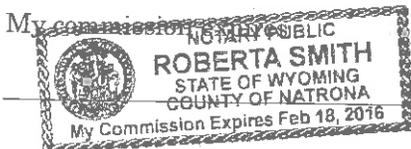
*Roberta Smith*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of *Natrona* } ss

On this 28 day of *January*, 2016, before me, personally appeared

*Michelle Gibbs*, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.



*Roberta Smith*

Notary Public, Wyoming



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

February 16, 2016

Mr. Kermit Wille  
104 South Wolcott  
PO Box 40  
Casper, WY 82602

RE: NATRONA COUNTY INTERNATIONAL AIRPORT BOARD OF TRUSTEES

Dear Kermit,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County International Airport Board of Trustees. At the February 16th meeting, the Commissioners formally reappointed you to serve on this Board for the term ending on December 31st, 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: Wayne Clements  
Caysie LaRue

**United States  
Department of the Interior  
Bureau of Reclamation**

**MANAGEMENT AGREEMENT**

**between**

**THE UNITED STATES OF AMERICA and NATRONA COUNTY**

**for the**

**MANAGEMENT, DEVELOPMENT, OPERATION AND MAINTENANCE OF  
RECREATION AND RELATED IMPROVEMENTS AND FACILITIES**

**at**

**ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS, WYOMING**

**Management Agreement No. 15-LM-60-2364**

**Date: \_\_\_\_\_**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS,  
WYOMING**

Exhibit A (Sheets 1 through 3) Alcova, Gray Reef, and Pathfinder Reservoir  
Area Maps  
Exhibit B Environmental Requirements  
Exhibit C Equal Opportunity Requirements  
Exhibit D Title IV, Civil Rights Act of 1964  
Exhibit E Non-Expendable Government Property Requirements  
Additional/Optional Exhibits

MANAGEMENT AGREEMENT between THE UNITED STATES OF AMERICA and  
NATRONA COUNTY for the Management, Development, Operation and Maintenance of  
Recreation and Related Improvements and Facilities at Alcova, Gray Reef, and Pathfinder  
Reservoirs, Wyoming

<u>Article No.</u>	<u>Table of Contents</u>
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3	Term of Management Agreement
4	Administration, Operation, Maintenance and Development
5	Contingent on Appropriations or Allotment of Funds
6	Fees and Revenues
7	RECLAMATION Use Paramount, Primary Jurisdiction
8	Resource Management Plan/Recreation Area Management Plan
9	Law Enforcement and Safety
10	Risk and Damages/Hold Harmless
11	Incident Reporting
12	Hazardous Materials, Recycling, and Waste Reduction
13	Pest Control/Invasive Species
14	Debris and Waste Removal
15	Variation in Water Level
16	Protection of Natural Resources
17	Consumptive Use of Water by Natrona County
18	Management of United States Personal Property
19	Third Party Contracts, Permits, and Authorizations
20	Unauthorized Use
21	Reservations
22	Title to Land, Improvements, Equipment, and Restoration
23	Review of Recreation Administration, Operation, Maintenance, and Improvements
24	Examination of Records
25	Recreation Use Data Report
26	Miscellaneous Provisions
27	Notice of Cure/Dispute Resolution
28	Modification of Agreement
29	Termination
30	Designated Representatives/Notices
31	Severability
32	Officials or Employees Not to Benefit
33	Third Party Beneficiary Rights
34	Survivor Clause
35	Assignment of Agreement

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS,  
WYOMING**

MANAGEMENT AGREEMENT between THE UNITED STATES OF AMERICA and NATRONA COUNTY for the Management, Development, Operation and Maintenance of Recreation and Related Improvements and Facilities at Alcova, Gray Reef, and Pathfinder Reservoirs, Wyoming

THIS AGREEMENT, made on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), becomes effective on the 19 day of May, 2016, and is made in accordance with the Act of Congress of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, collectively known and referred to as the Federal Reclamation Laws; and the Federal Water Project Public Recreation Act of July 9, 1965, Public Law 89-72, Sec. 1 and 7(b), (79 Stat. 213) as amended; by and between the UNITED STATES OF AMERICA, acting through the Department of the Interior, Bureau of Reclamation, hereinafter termed "RECLAMATION", represented by the officer executing this instrument on its behalf, successor officers or duly authorized representatives; and, NATRONA COUNTY, acting by and through the Natrona County Parks Department, hereinafter termed "NATRONA COUNTY" in this Agreement.

WITNESS, THAT:

WHEREAS, RECLAMATION acquired lands in Wyoming associated with construction and operation of Alcova, Gray Reef, and Pathfinder Reservoirs for Project irrigation facilities; and,

WHEREAS, the real property shown in Exhibit A, attached hereto and incorporated herein, is owned, administered, and maintained by RECLAMATION for Project purposes, and is identified as the Alcova, Gray Reef, and Pathfinder Reservoir Areas; and,

WHEREAS, the Federal Water Project Recreation Act authorizes RECLAMATION to enter into agreements with non-Federal public bodies for the purpose of administering and managing Federal lands and facilities for recreation and other purposes; and,

WHEREAS, NATRONA COUNTY desires to enter into an agreement with RECLAMATION to manage, operate and maintain certain lands and recreation facilities at Alcova, Gray Reef and Pathfinder Reservoirs, Wyoming for public recreation and resource uses; and,

WHEREAS, RECLAMATION desires to authorize NATRONA COUNTY to undertake such management pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual commitment hereinafter set forth, RECLAMATION and NATRONA COUNTY agree as follows:

1. **DEFINITIONS.**

Where used in this document:

- (a) **Administration, Operation, Maintenance, and Development:** acts or processes used to direct management of the transferred area; manage and enhance resources and facilities, law enforcement, and recreation opportunities; and keep facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed to by the parties hereto through subsequent agreements, plans or use authorizations.
- (b) **Appropriation or Allotment of Funds:** any appropriated funds provided to the partner from the Federal government without regard to the authorization for such funds or the manner in which they were transferred.
- (c) **Exclusive Use:** any use which excludes other appropriate public uses or users for extended periods of time.
- (d) **Federal Fiscal Year:** the annual period, from October 1 of one calendar year to September 30 of the next calendar year, on which the United States government bases its budget.
- (e) **Federal Lands and Water:** those lands and water areas owned by the United States and managed by the Department of the Interior, Bureau of Reclamation.
- (f) **Fixed Assets:** any structure, fixture, or capital improvement fixed to the Federal Estate.
- (g) **Good Repair:** maintaining functional use and longevity of facilities and equipment through use of appropriate actions including, but not limited to, controlled maintenance, standard operating procedures, maintenance manuals; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean and well-kept condition.
- (h) **Hazardous Waste:** liquid or solid waste identified as having at least one characteristic of ignitability, corrosivity, reactivity or toxicity (40 CFR 261.2) or listed as a hazardous waste in 40 CFR 261.30.
- (i) **Operations Area** – area directly surrounding the powerplant, switchyard, dam, outlet works and distribution works, as shown on Exhibit A, wherein the United States retains direct management responsibility.
- (j) **Private Exclusive Recreational or Residential Use:** Any use that involves structures or other improvements used for recreational or residential purposes to the exclusion of public uses and is not associated with the official management of a RECLAMATION Project. Examples of private exclusive recreational and residential use include, but are not limited to, boat docks, piers, moorings, cabin sites, residences, trailers, manufactured or mobile homes, structures, roads, and sites for such activities as hunting, fishing, camping and picnicking that attempt to exclude general public access.
- (k) **Project Facilities:** those water diversion, collection, storage, and carriage facilities, and appurtenant ancillary facilities built under the authorizing reservoir acts to fulfill the primary purposes of those acts.
- (l) **RECLAMATION:** the United States Department of the Interior, Bureau of Reclamation or its duly authorized representative(s).

- (m) Recreation Facilities: those facilities constructed or installed at the Reservoir Area for recreation use by the public or for support of such recreational use to serve a specific function affording convenience, service and access. Said facilities may include, but are not limited to, buildings and structures such as park headquarters, visitor centers, maintenance shops, campgrounds, picnic areas, day-use shelters, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (n) Reservoir Area: surface of reservoir and lands surrounding the reservoir, as shown on Exhibit A, which is Bureau of Reclamation surface that, with the exception of the Operations Area, has been transferred to NATRONA COUNTY, pursuant to this agreement, for recreation, and/or fish and wildlife habitat, development, management and enhancement.
- (o) Revenues: all receipts derived from entry and other use fees which NATRONA COUNTY is permitted to collect pursuant to their authority under this Agreement; including, but not limited to fees, charges, tolls, and rents, charged by NATRONA COUNTY for public recreation use and concessionaire agreements issued or administered by NATRONA COUNTY.
- (p) Use Authorizations: concession contracts or various land use or resource management documents or instruments including, but not limited to, short term contracts, consent documents, permits and other rights of use issued or granted by NATRONA COUNTY on, over, across or under the Federal Lands and Water, in accordance with Article 19 of this Agreement.

## 2. MANAGEMENT OF THE RESERVOIR.

- (a) NATRONA COUNTY agrees to accept management of the Reservoir Area (see Exhibit A), subject to the provisions of this Agreement, and hereby accepts all recreation and related responsibilities on Federal Lands and Water within the Reservoir Area, as shown in Exhibit A.
- (b) This transfer of management of the Reservoir Area is pursuant to any existing Use Authorizations between RECLAMATION and NATRONA COUNTY or any Use Authorizations subsequently granted in accordance with Article 19(i) of this Agreement, in favor of the public or third parties.
- (c) Pursuant to 443 CFR 429.31-429.33, and 43 CFR part 21, private exclusive uses which are recognized to exist at Alcova Reservoir and which were in existence prior to January 1, 2008, are limited to the following locations (See Exhibits F-I):
  - 1. Casper Boat Club (Exhibit F)
  - 2. Casper Water Ski Club (Exhibit G)
  - 3. Alcova Cabin Sites - Lots 1-100 (Exhibit H);  
(each cabin site may have up to one non-exclusive-use boat dock with prior approval)
  - 4. Alcova Lake Trailer Park (Exhibit I)

## 3. TERM OF MANAGEMENT AGREEMENT.

The term of this Agreement will be twenty-five (25) years from May 19, 2016, and shall continue through May 19, 2041, unless terminated sooner.

#### **4. ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT.**

NATRONA COUNTY will be responsible for the management of the Reservoir Area in accordance with the following:

- (a) NATRONA COUNTY will, within the limits of its authority, adopt and enforce rules and regulations for public conduct within the Reservoir Area as are necessary and desirable to protect the health and safety of persons using the Reservoir Area, for the preservation of law and order, and for the protection of resources, lands and Recreation Facilities. Said rules and regulations will be consistent with regulations promulgated by RECLAMATION in the Code of Federal Regulations, Title 43, Part 423 and Part 429 and other applicable Federal, State and Local laws, rules, regulations, and policies currently in place or as may be adopted in the future.
- (b) NATRONA COUNTY will ensure that land use and administration of the Reservoir Area will conform to all applicable Federal laws, rules, regulations, policies, and Executive Orders. Applicable RECLAMATION Policies, and Directives and Standards include, but are not limited, to LND P02; LND P04; LND 01-01; LND 01-03; LND 04-02; and LND 08-01. RECLAMATION will provide notice of all revisions to any of these documents within 30 days of adoption.
- (c) Where variations exist in Federal laws, rules, orders, regulations, and policies, the most stringent will be the required standard. Where NATRONA COUNTY policy, law, and/or regulations are more stringent, but do not conflict with Federal policy, law, and/or regulations, NATRONA COUNTY policy will be the required standard.
- (d) NATRONA COUNTY will exercise its law enforcement authority within the Reservoir Area, as staff support and resources allow, to maintain and preserve law and order, and to protect Recreation Facilities, resources, and Federal Lands and Water from unauthorized use and illegal activity.
- (e) RECLAMATION and NATRONA COUNTY will coordinate any administration, operation, maintenance, and development activities pursuant to this Agreement that could affect any of the management, operation, and maintenance activities of the United States within the subject transferred area.
- (f) Recreation facilities will be developed in accordance with the Resource Management Plan (RMP) or Recreation Area Management Plan and associated decision for the National Environmental Policy Act (NEPA) document, or any subsequent revisions to said plan and decision.
- (g) NATRONA COUNTY will comply with the accessibility standards and requirements, specifically the Americans with Disabilities Act (ADA) and the Architectural Barriers Act Accessibility Standard (ABAAS) on any new construction or alteration of facilities.
- (h) NATRONA COUNTY will be responsible for the full cost of any and all development, replacement, or alteration of Recreation Facilities for which cost sharing is not negotiated. RECLAMATION shall review and approve all improvement plans before construction begins. NATRONA COUNTY will ensure, with RECLAMATION approval, all environmental clearances and permits are secured prior to commencement of construction activities.
- (i) Pursuant to Public Law 89-72, as amended, RECLAMATION, as part of its administrative responsibility, may enter into a multi-year improvement program with NATRONA COUNTY for the design and construction of new Recreation Facilities and/or the upgrade and rehabilitation of the existing Recreation Facilities and Visitor

Services or fish/wildlife enhancement projects/facilities within the Reservoir Area. These activities may be a cost-shared arrangement with RECLAMATION paying no more than the maximum allowed by Federal Law. This funding determination will be made in coordination with, and approval by, RECLAMATION as appropriated funds are available and will conform to the requirements of the appropriate financial business instrument, as determined by RECLAMATION.

- (j) Based upon unique circumstances and localized conditions, supplemental Federal funds or other item(s) of value, may be used for specific land/water resource-based activities to ensure protection and well-being of the public with respect to the use of RECLAMATION lands and to ensure the protection of resource values (LND 01-03(14)(A); P.L. 89-72, Title 28, Sec. 2805(B)(C)). This determination will be made by RECLAMATION, and only as funds are available. Any exchange of funds or other item(s) of value will conform to the requirements of the appropriate financial business instrument, as determined by RECLAMATION.
- (k) NATRONA COUNTY will ensure that adequate personnel are available to accomplish the work agreed to herein.
- (l) RECLAMATION may, upon mutual written agreement of the parties, provide technical assistance to NATRONA COUNTY. Such assistance will be subject to cost sharing in accordance with Public Law 89-72.
- (m) Cultural resources will be investigated prior to the implementation of any improvement activities or surface disturbing actions. NATRONA COUNTY personnel will coordinate with RECLAMATION to ensure that compliance with Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f), and implementing regulations at 36 CFR Part 800, is completed prior to project implementation. The management of cultural resources located within the Reservoir Area shall be consistent with RECLAMATION's Cultural Resources Management Policy (LND P01) and Cultural Resources Directives and Standards (LND 02-01). Refer to Exhibit B for additional guidance on addressing cultural resources.
- (n) In the event that human remains are found within the Reservoir Area, RECLAMATION's Area Manager shall be immediately notified and provisions of the Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.) and RECLAMATION's Directives and Standards for the Inadvertent Discovery of Human Remains on RECLAMATION Lands (LND 07-01) shall be followed.
- (o) The collection of prehistoric or historic artifacts from Reservoir Area must be approved by RECLAMATION. The unauthorized excavation of such items is prohibited by the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470aa et. Seq.). Planned collections of such items are subject to RECLAMATION's issuance of a permit pursuant to ARPA. Any archaeological or historical items removed from the Reservoir Area, including items collected and turned in by members of the public, shall be assessed by RECLAMATION to determine whether they constitute Federal museum property. If so, they will be managed by RECLAMATION in a manner consistent with 36 CFR Part 79, the Curation of Federally-Owned and Administered Archaeological Collections.
- (p) RECLAMATION may negotiate cost sharing, if any, only as outlined in the conditions and provisions set forth in Public Law 89-72, as amended, and LND 01-01. Cost-share agreements are subject to availability of funds and determination by RECLAMATION.

**5. CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS.**

The expenditure of any money and the performance of any work by RECLAMATION or NATRONA COUNTY, as provided for by the terms of this Agreement, is made contingent on Congress or NATRONA COUNTY making the necessary appropriations or allotment of funds. The failure of congress or NATRONA COUNTY to appropriate funds or the absence of any allotment of funds shall not impose any liability on RECLAMATION or NATRONA COUNTY. If the appropriations and allocations necessary for either party to carry out this Agreement are not made for any Federal or NATRONA COUNTY fiscal year, the parties hereto agree to cooperate to reach a temporary course of action. If the non-appropriation or non-allocation of the necessary funds on behalf of either party becomes reoccurring, the other party may give notice of termination of this Agreement pursuant to Article 29 of this Agreement.

**6. FEES AND REVENUES.**

- (a) Public recreation entrance and use fees will be set in accordance with the fee schedule established by NATRONA COUNTY in accordance with local and Federal statutes and NATRONA COUNTY will have the right to collect receipts derived from recreation related permits and contracts which it issues and administers for activities within the Reservoir Area. The fees shall be commensurate with fair market value and may be reviewed by RECLAMATION. The income derived from such fees, permits and contracts, or an equivalent amount, will be used for the development, operation, maintenance, and replacement of recreation facilities transferred as shown in Exhibit A. As permitted by law or regulation, administrative costs incurred by NATRONA COUNTY for miscellaneous costs associated with the review of Use Authorization applications and ongoing administrative expenses incurred may be assessed, collected and retained by NATRONA COUNTY.
- (b) NATRONA COUNTY will maintain accounting records of the Reservoir Area to satisfy the requirements of this Agreement and shall furnish, at the end of each NATRONA COUNTY fiscal year, or upon RECLAMATION's request, a financial report of all revenues received and expenditures made for operation and maintenance, replacements, construction, and improvement of Recreation Facilities. NATRONA COUNTY will keep all financial records in accordance with generally accepted accounting principles.
- (c) NATRONA COUNTY shall account for all revenues and expenditures (refer to 6(b) above). Receipts are intended to be directed toward the overall operation, maintenance, development and enhancement of the Reservoir Area. Should there be receipts in excess of the administrative, operation, maintenance and development and enhancement costs for the Reservoir Area at the end of the NATRONA COUNTY fiscal year, excess receipts not planned or obligated will be returned to RECLAMATION.

**7. RECLAMATION USE PARAMOUNT, PRIMARY JURISDICTION.**

- (a) RECLAMATION retains primary jurisdiction over the entire Reservoir Area. The rights of NATRONA COUNTY under this Agreement are subordinate to the prior rights of the United States, for the primary purposes of the Project and any associated facilities or activities pursuant to Federal Reclamation Law, rules and regulations. The United States will give written notice to NATRONA COUNTY if the United States determines that

changes in land use for RECLAMATION purposes within the Reservoir Area are necessary.

- (b) RECLAMATION may close the Reservoir Area, or any portion thereof, including the Operations Area, to public use whenever RECLAMATION determines such restriction is necessary in the interest of Project operation, public safety or national security. RECLAMATION's designated representative will give written notice to NATRONA COUNTY of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. NATRONA COUNTY will enforce such closure and such enforcement will include coordination and cooperation with RECLAMATION.
- (c) RECLAMATION may revise the boundaries of the Operations Area at any time, as it deems necessary. RECLAMATION's designated representative will give written notice to NATRONA COUNTY of any such revision. This notice will be given as soon as practicable after a determination for revision is made and will include the date when the revision becomes effective.
- (d) No recreation development or fish & wildlife habitat development or enhancement will be constructed within the Operations Area by NATRONA COUNTY unless it is specifically approved by RECLAMATION on a case-by-case basis. If any such development is constructed by RECLAMATION, it may be turned over to NATRONA COUNTY for their direct management, if such an arrangement is agreeable to both parties.

**8. RESOURCE MANAGEMENT PLAN / RECREATION AREA MANAGEMENT PLAN.**

- (a) NATRONA COUNTY's administration, operation and maintenance of recreation and related improvements and facilities, at the Reservoir Area will be consistent with the RECLAMATION approved RMP for this area. Any authorization given by RECLAMATION or NATRONA COUNTY for any activity related to the Reservoir Area shall include a provision requiring compliance with said plan(s).
- (b) The RMP provides direction consistent with authorized Project purposes and establishes a desired future condition of the area's resources to assure conformance and good stewardship. The plan addresses the management framework and partnerships, water resources, fish and wildlife habitat, recreation and visual resources, natural and cultural resources and land management.
- (c) Where an RMP does not exist, such plans will be prepared in accordance with RECLAMATION's RMP Guidebook and NEPA Handbook, and with the State Environmental guidelines for the Reservoir Area. The plan will also include sections addressing the manner in which RECLAMATION and NATRONA COUNTY will meet the requirements of Sections 106 and 110 of the NHPA, and the requirements for the development and implementation of a Fire Management Plan that meets Federal, State and local requirements and addresses both rural and wildland fire issues. Said management plans and environmental documents will be jointly prepared by RECLAMATION and NATRONA COUNTY and in cooperation with other Federal, State and local entities as appropriate.

**9. LAW ENFORCEMENT AND SAFETY.**

- (a) The United States cedes any responsibility it may have for the safety of the public in developed recreation facilities managed by NATRONA COUNTY to NATRONA COUNTY. NATRONA COUNTY will exercise its law enforcement authority to enforce NATRONA COUNTY rules and regulations within the entire Reservoir Area, as staffing and resources allow.
- (b) At RECLAMATION's request, NATRONA COUNTY will exchange law enforcement information with RECLAMATION's designated Regional Special Agent (RSA). NATRONA COUNTY law enforcement personnel and the designated RSA will collaborate in the exchange of law enforcement information related to the Reservoir Area. The extent and detail of information will be defined on a case-by-case basis. The RSA may provide resources and expertise as applicable and necessary to address violations of Federal laws.

**10. RISK AND DAMAGES / HOLD HARMLESS.**

- (a) The parties hereto will each be responsible and liable only for the negligent acts or omissions of their respective employees to the extent provided by law. However, nothing in this Agreement will be construed to be an admission of fault or liability, and nothing will limit the defenses and immunities legally available to each party against each other and third parties.
- (b) Notwithstanding 10(a) above, NATRONA COUNTY agrees to hold harmless the United States, contractors, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from NATRONA COUNTY's activities under this Agreement.
- (c) Notwithstanding 10(a) above, the United States and RECLAMATION agree to hold harmless NATRONA COUNTY, its employees, contractors, agents, and assigns from any loss or damage from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the activities of the United States, or RECLAMATION, under this Agreement.
- (d) Notwithstanding any other provision of this agreement, neither party to this agreement waives its sovereign immunity by entering into this Agreement and each fully retains immunity and all defenses provided by law with respect to any claim or cause of action based upon or occurring as a result of the activities contemplated herein.

**11. INCIDENT REPORTING.**

- (a) NATRONA COUNTY will ensure adequate safety, fire suppression, medical, evacuation, and search and rescue procedures are developed and in place to adequately respond, suppress, or cooperate in incidents. NATRONA COUNTY will investigate, within its statutory authority, or cooperate within its statutory authority, in the investigation by the agency having jurisdiction, all accidents involving death, serious injury or property damage, hazardous material spills or other incidents of a serious nature within the Reservoir Area. NATRONA COUNTY will make an initial verbal report on such incidents to RECLAMATION within one (1) working day of knowledge of the incident. NATRONA COUNTY will submit a written report to RECLAMATION within five (5) calendar days of the verbal notice of any such incidents or occurrences.

- (b) In accordance with Federal regulation requirements, NATRONA COUNTY will provide immediate notification to the National Response Center of any oil discharge to waters of the United States (40 CFR §110.6) or of any hazardous substance release to the environment in a quantity equal to or exceeding the reportable quantity in any 24-hour period (40 CFR §302.3 & 302.6) by any person in charge of a vessel, off-shore, or on-shore facility. Additional reporting requirements apply to notification of Local Emergency Planning Committees and State Emergency Response Commissions; contact local agencies for procedures.

**12. HAZARDOUS MATERIALS, RECYCLING AND WASTE REDUCTION.**

- (a) NATRONA COUNTY shall not allow contamination or pollution of any Federal lands, waters or facilities by its employees or agents. NATRONA COUNTY shall also take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (b) NATRONA COUNTY shall comply with all applicable Federal, State, and County laws and regulations, and RECLAMATION policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous chemicals, toxic chemicals, hazardous substances or hazardous materials that will be used, produced, transported, stored, or disposed of on or in the Federal lands, water or facilities.
- (c) "Hazardous material or substance" means (1) any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23); (3) thermal pollution, sewage effluent, industrial waste, mine or mill tailing, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State or local law.
- (d) Upon discovery of any event which may or does result in contamination or pollution of the Federal lands, waters or facilities, NATRONA COUNTY shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution and shall report such discovery and full details of the actions taken to RECLAMATION. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (e) If violation of the provisions of this Article occurs and NATRONA COUNTY does not take immediate corrective action as determined by RECLAMATION's authorized representative, NATRONA COUNTY may be subject to remedies imposed by RECLAMATION's authorized representative.
- (f) NATRONA COUNTY shall defend, indemnify, protect and hold RECLAMATION harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to NATRONA COUNTY's violation of this Article.

- (g) NATRONA COUNTY agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third party contract it may enter into pursuant to this Agreement.
- (h) RECLAMATION agrees to provide information necessary for NATRONA COUNTY, using reasonable diligence, to comply with the provisions of this Article.
- (i) NATRONA COUNTY will develop and implement a recycling and waste reduction plan for the Reservoir Area. Said plan and implementation will be included in the budget and activity work plans.

**13. PEST CONTROL/INVASIVE SPECIES.**

- (a) NATRONA COUNTY shall take steps to prevent the introduction and spread of, and to otherwise control undesirable plants and animals, as defined by RECLAMATION's authorized representative, directly associated with use of the Reservoir Area. NATRONA COUNTY shall not permit the use of any pesticides on Federal Lands and Water without prior written approval by RECLAMATION. NATRONA COUNTY shall submit to RECLAMATION for approval an Integrated Pest Management Plan 30 (thirty) days in advance of pesticide application.
- (b) Programs for the control of these undesirable plants and animals in the Reservoir Area will incorporate Integrated Pest Management concepts and practices.
- (c) All pesticides shall be used in accordance with the current registration, label direction, or other directives regulating their use and with applicable RECLAMATION policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to RECLAMATION not later than five (5) working days after any application of a pesticide.
- (d) Any equipment, tools and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by RECLAMATION. NATRONA COUNTY is responsible for inspecting its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and for removing such materials before moving its vehicles and equipment onto any Federal Lands and Waters.
- (e) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.
- (f) NATRONA COUNTY shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to RECLAMATION with full details of the actions taken. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangered public health and safety of the environment.
- (g) Aerial application of pesticides is prohibited without prior written consent by RECLAMATION's designated representative.
- (h) NATRONA COUNTY agrees to include the provisions contained in paragraphs (a) through (g) of this Article in any pest control related subcontract or third-party contract it may enter into pursuant to this Agreement.

**14. DEBRIS AND WASTE REMOVAL.**

NATRONA COUNTY shall notify the public of the presence of hazards and floating debris within the Reservoir Area as directed by state and local laws and regulations. NATRONA COUNTY will provide litter control and trash removal in the Reservoir Area, outside the Operations Area. NATRONA COUNTY will properly dispose of all waste, discarded or abandoned items, and debris generated by the use of the Reservoir Area. Said waste, discarded or abandoned items and debris will be disposed of properly. RECLAMATION will cooperate and assist NATRONA COUNTY in the removal of debris, discarded or abandoned items and waste within the Reservoir Area in the event of an extraordinary or catastrophic occurrence.

**15. VARIATION IN WATER LEVEL.**

RECLAMATION reserves the right to vary the reservoir water level as necessary for Project purposes. The water level will not fluctuate below the top of the dead pool or above the top of the conservation/joint use pool elevation, except in an emergency. RECLAMATION's designated representative will, to the extent reasonably practicable, provide timely notice to the appropriate NATRONA COUNTY Manager of any significant special or emergency increases or decreases in water level that would adversely affect use of the Reservoir Area.

**16. PROTECTION OF NATURAL RESOURCES.**

RECLAMATION and NATRONA COUNTY agree to take all reasonable measures to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices at the Reservoir Area. NATRONA COUNTY may take opportunities to interpret the natural, cultural and historic resources of the area to inform and educate the visiting public.

**17. CONSUMPTIVE USE OF WATER BY NATRONA COUNTY.**

- (a) When NATRONA COUNTY or a concessionaire or a third party furnishes water to the public, only suitably treated, wholesome and sanitary water which meets appropriate Federal, State and local health standards will be furnished. RECLAMATION does not warrant the quality of the available water supplies as to their suitability either for domestic purposes or for human consumption. NATRONA COUNTY will be responsible for acquiring, adhering to and maintaining applicable permits for public drinking water supplies as applicable.
- (b) All parties hereto may pursue acquisition of water, water wells, potable water supplies piped in from commercial sources, and/or water rights for consumptive use for recreation purposes within the Reservoir Area. Such consumptive recreational uses may include, for example, water for operation of bathrooms, showers, firefighting, campgrounds, landscape irrigation, and other recreation related purposes. Said water, water wells, water supplies, or water rights, except for commercial water sources, will be obtained in the name of RECLAMATION and will be retained for use at the Reservoir Area for which it was obtained.

**18. MANAGEMENT OF UNITED STATES PERSONAL PROPERTY.**

- (a) United States personal property is property provided at RECLAMATION's expense for performance of this Agreement including, but not limited to, property provided by the following methods:
- (1) United States-furnished personal property is property that is transferred from RECLAMATION stocks, or purchased directly by RECLAMATION, and delivered into NATRONA COUNTY's custody for performance of this Agreement. Title to United States-furnished personal property remains with RECLAMATION.
  - (2) NATRONA COUNTY-acquired personal property purchased or fabricated by NATRONA COUNTY, or drawn from NATRONA COUNTY's stocks or stores; the cost of which is reimbursable by RECLAMATION pursuant to this Agreement. Title to personal property purchased by NATRONA COUNTY, drawn from NATRONA COUNTY's stocks or stores, or fabricated by NATRONA COUNTY vests in RECLAMATION upon reimbursement of the cost thereof by RECLAMATION in whole or in part.
- (b) NATRONA COUNTY may purchase personal property and equipment and replace it, if necessary, during the term of this Agreement to the extent deemed necessary by NATRONA COUNTY. NATRONA COUNTY must receive RECLAMATION's advance written approval for such purchases in cases where they seek reimbursement for such expenditures.
- (c) NATRONA COUNTY will meet the basic requirements prescribed in Exhibit E of this Agreement to establish and maintain control over RECLAMATION personal property in its possession.
- (d) NATRONA COUNTY will return to RECLAMATION all United States-titled personal property that becomes excess to the performance requirements of this Agreement.

**19. THIRD PARTY CONTRACTS, PERMITS AND AUTHORIZATIONS.**

NATRONA COUNTY shall not issue any Use Authorizations or any other form of permission to use the Reservoir Area except as expressly provided herein.

- (a) NATRONA COUNTY may issue and administer third party permits or Concession contracts to persons or associations for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this agreement and in accordance with any current or future planning documents. NATRONA COUNTY shall submit all such contracts and permits to RECLAMATION for its review and approval before issuance. RECLAMATION shall not unreasonably withhold such approval. The contracts and permits shall contain language subjecting the rights and privileges thereunder to all terms, conditions, exceptions, and reservations in this Agreement; shall recognize the right of paramount use by RECLAMATION of the Reservoir Area for Project purposes; and shall hold harmless and indemnify RECLAMATION, its agents, employees, contractors, and assigns from any loss or damage and from any liability on account of injury, damage or death due to construction, operation and maintenance activities related to Project purposes. NATRONA COUNTY will require all contractors, concessionaires, and permittees operating within the Reservoir Area to carry adequate liability and property damage insurance. Said insurance will be of sufficient amount to cover, as a minimum,

NATRONA COUNTY's liability under its governmental liability statutes and will be consistent with the services and facilities provided and the potential for injury or damage to life and property. RECLAMATION shall be named as an additional insured on all such insurance, and a certificate of insurance will be provided to NATRONA COUNTY by the contractor to ensure that the insurance is in effect.

- (b) No Concession contract or third party permit issued by NATRONA COUNTY as provided in subsection (a) above shall purport to transfer or convey any interest in the land, water or any public facilities; and, the right given to NATRONA COUNTY to enter into such contracts and permits shall not be construed as a right to grant or convey an interest in the land, water, or any public facilities. No assignment or transfer of a Concession contract or permit or interest therein, whether as security or otherwise, shall be effective until such assignment or transfer has been reviewed and approved in writing by NATRONA COUNTY and RECLAMATION. All concession contracts issued by NATRONA COUNTY must comply with RECLAMATION's Concession Management Policy (LND P02) and Directives and Standards (LND 04-02).
- (c) The term for a Concession contract or permit may not extend beyond the term of this Agreement. In general, the term of such contracts or permits should be as short as possible and based on economic factors and conditions. RECLAMATION will work with NATRONA COUNTY to determine reasonable lengths of term.
- (d) Concessionaires, contractors and permittees shall be required to comply with all applicable provisions of Federal, State and local laws, rules and regulations, Executive Orders, and RECLAMATION Policies, in force now or as may be promulgated or changed in the future.
- (e) In accordance with the Concession Management Policy and Directives and Standards, and the Recreation Management Policy (LND P04, as amended), NATRONA COUNTY shall not issue, or allow to be issued, directly or through the actions of its concessionaires or permittees, new permits or other forms of agreements that allow for the development of private exclusive uses, such as, but not limited to, cabin sites; mobile homes or travel trailer sites; private boat docks; ski clubs; etc. RECLAMATION prohibits any use that would result in new private exclusive recreational or residential use of RECLAMATION land, facilities or waterbodies pursuant to 43 CFR 429.31(b). This includes those uses described in 43 CFR part 429 and the uses currently defined in 43 CFR part 21. Examples of private exclusive recreational and residential use include, but are not limited to, boat docks, piers, moorings, cabin sites, residences, trailers, manufactured or mobile homes, structures, and sites for such activities as hunting, fishing, camping and picnicking that attempt to exclude general public access. Private exclusive use that is within the terms and conditions of an **existing** use authorization, as specified in 43 CFR 429.32, is not considered new private exclusive use. Reviews and evaluations of existing private exclusive use will be required in accordance with RECLAMATION policies and Code of Federal Regulations (43 CFR 429.32(b) and 43 CFR Subtitle A, part 21(a)(1).
- (f) A basis for use fees was established in 2012 through an appraisal process in conformance with 43 CFR 429.23. Rental fees for mobile home lots shall be adjusted for inflation annually pursuant to the "Wyoming Cost of Living Index" as published by the Economic Analysis Division of the State of Wyoming.  
Rental fees for cabin sites and exclusive use clubs shall be adjusted annually based on the 10-year weighted average of the Consumer Price Index (CPI).

In both cases, the initial rental fees invoiced under this new agreement will need to reflect inflation adjustments dating back to January 30, 2012, which is the date of the most recent appraisal.

As appropriate, other methods of inflation adjustment may be utilized upon mutual agreement by both Reclamation and Natrona County.

- (g) Concession contracts and permits shall provide that, in the event of the termination of this Agreement, RECLAMATION will not stand in the stead of NATRONA COUNTY as grantor for the remainder of the term of said contracts or permits. In the event this Agreement is terminated, NATRONA COUNTY shall pay to RECLAMATION the pro-rated unexpended portion of any fees or rents paid to NATRONA COUNTY by such concessionaires, contractors, or permittees. In the event of such Agreement termination and at RECLAMATION's discretion, RECLAMATION may issue new concession contracts or permits to existing concessionaires or permittees that are in compliance with the Concessions Management Policy and Directives and Standards or other applicable policies, rules, and regulations. RECLAMATION will not issue new contracts or permits if the concessionaires or permittees are in default of any term or condition of NATRONA COUNTY - issued contracts or permits.
- (h) NATRONA COUNTY may enter into basic service contracts without prior review and written approval from RECLAMATION. Such contracts are for normal maintenance, including, but not necessarily limited to, trash removal and disposal, toilet pumping, or general grounds maintenance.
- (i) NATRONA COUNTY has authority to issue limited use authorizations in accordance with the conditions described in 43 CFR 429.5. No new Use Authorizations will be issued which, in the opinion of RECLAMATION, would interfere with RECLAMATION Project purposes or NATRONA COUNTY management of the Reservoir Area. RECLAMATION retains authority to revoke Use Authorizations, as outlined in 43 CFR 429.
- (j) NATRONA COUNTY will provide RECLAMATION a copy of any such Use Authorization. NATRONA COUNTY shall include in each Use Authorization reasonable measures to protect public Recreation Facilities, provisions for repair or mitigation of damages which may occur to public Recreation Facilities, and a provision that the permittee or grantee indemnifies and holds harmless RECLAMATION and NATRONA COUNTY, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Use Authorization.

## 20. **UNAUTHORIZED USE.**

NATRONA COUNTY will take all reasonable measures necessary to identify, investigate, and resolve incidents of unauthorized land, resource, or recreation facility use, or unauthorized encroachment within the Reservoir Area. This includes any legal actions necessary to prevent or prosecute such unauthorized use provided that any such action by NATRONA COUNTY cannot bind the United States in a manner requiring them to make payment of money or any other form of commitment. RECLAMATION hereby delegates to NATRONA COUNTY the right to bring action in NATRONA COUNTY's name in order to protect each party's interests, and carry out their responsibilities in connection therewith. Resolution of boundary disputes shall be the responsibility of RECLAMATION.

NATRONA COUNTY will notify RECLAMATION's designated representative of boundary disputes or unauthorized incidents within 10 calendar days of discovery.

**21. RESERVATIONS.**

NATRONA COUNTY's management of the reservoir Area is subject to the following conditions and reservations:

- (a) Existing land uses, rights, or interests within the Reservoir Areas and lawfully held by RECLAMATION or persons or entities not party to this Agreement.
- (b) The right of RECLAMATION, their assigns, employees and agents, to enter upon the Reservoir Area on official business without charge, for the purpose of enforcing, protecting, and exercising the rights of RECLAMATION and also to protect the rights of those not party to this Agreement.
- (c) The right of RECLAMATION, its assigns, agents, contractors, lessees, or permittees, to remove from the Reservoir Area, any and all materials necessary for the construction, operation, and maintenance of Project works and facilities. All such removal activities shall not encroach on developed sites without mutual agreement of the parties hereto.
- (d) The right of RECLAMATION, and its assigns, agents, contractors, lessees, or permittees, to prospect for, extract, and carry on the management of oil, gas, coal, and other minerals and the right to issue leases or permits to prospect for oil, gas, or other minerals under the Act of February 25, 1920 (41 Stat. 437), and amendatory acts, the Act of August 4, 1939 (53 Stat. 1187), as amended, and the Act of August 7, 1947 (61 Stat. 913), subject to stipulations.
- (e) Except in emergency situations, RECLAMATION's designated representative will give written notice to NATRONA COUNTY's designated representative 30 calendar days prior to the exercise of the above rights.
- (f) Notwithstanding any other provision, the United States warrants that it has the legal right to allow the public to access the Reservoir Area.
- (g) All RECLAMATION Federal lands covered by this agreement shall be closed to off-road (cross-country) vehicle use, unless, opened through a RECLAMATION-approved planning process. Public motorized travel on existing, designated roads may be allowed, unless otherwise posted as closed to protect Project resources and health and human safety.

**22. TITLE TO LAND, IMPROVEMENTS, EQUIPMENT AND RESTORATION.**

- (a) Permanent structures and improvements constructed on the Federal Lands and Water which were funded, or partially funded, by the United States shall remain the property of the United States.
- (b) NATRONA COUNTY will keep a current and accurate property record/inventory of all Recreation Facilities, structures and improvements installed or constructed within the Reservoir Area and all equipment purchased with Federal Appropriations or Allotment of Funds for use at the Reservoir Area pursuant to this Agreement.
- (c) Property, equipment, and supplies acquired with Federal Appropriations or Allotment of Funds pursuant to this Agreement will be managed in accordance with Exhibit E.
- (d) NATRONA COUNTY shall keep a current and accurate inventory of any structures and improvements installed or constructed solely at its own expense or at the expense

- of its contractors, concessionaires and permittees and shall provide RECLAMATION such inventory within 30 days of completion of such installation or construction, so that RECLAMATION inventory records can be maintained accordingly. Upon termination of this Agreement, RECLAMATION may purchase, at the Cost Less Depreciation value, those facilities determined necessary for the future operation and maintenance of the Reservoir Area, provided the facilities were exclusively constructed and financed by NATRONA COUNTY, its contractors, concessionaires or permittees.
- (e) For a period of 120 days after termination of this Agreement or such longer period as may be determined by RECLAMATION to be reasonable, NATRONA COUNTY, its contractors, concessionaires or permittees, shall have the privilege, at their sole cost or expense, of salvaging and/or removing Recreation Facilities that were exclusively financed, constructed or installed by NATRONA COUNTY, its contractors, concessionaires or permittees, that are determined by RECLAMATION to be unnecessary for continued Management of the Reservoir Area. After the expiration of such period, the title to all remaining NATRONA COUNTY financed, constructed or installed Recreation Facilities shall vest in the United States. NATRONA COUNTY, its contractors, concessionaires and permittees shall restore the land formerly occupied by any removed Recreation Facilities to its original condition as determined by RECLAMATION to be satisfactory.
  - (f) Any improvements that may be a historic property as described in 36 CFR 60, shall be inventoried and evaluated to determine its eligibility to be listed on the National Register of Historic Places. If the improvement qualifies, then RECLAMATION shall conduct consultation required by Section 106 of the National Historic Preservation Act prior to demolition or taking ownership of the improvement.

**23. REVIEW OF RECREATION ADMINISTRATION, OPERATION, MAINTENANCE AND IMPROVEMENTS.**

- (a) The parties will meet annually or as mutually agreed by the parties, to review and inspect the Reservoir Area regarding compliance with this agreement. The purpose of these reviews and inspections is to ensure that administration, operation, maintenance procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Reservoir Area is in accordance with the intended purposes. Reviews will include, but are not necessarily limited to: items identified in the existing Resource Management Plan; health and safety; appropriate use of the Federal Lands and Water; land interests and resources; and inspections of Recreation facilities and operations, including third party Concession contracts or permits, and basic service contracts within the Reservoir Area. Deficiencies and problems within the Reservoir Area will be corrected in a timely manner in accordance with the terms of this Agreement. Conclusions and recommendations based upon such reviews and inspections will provide direction for, and possible modification of the administration, operation, maintenance and development responsibilities pursuant to this Agreement.
- (b) Compliance reviews and evaluations of existing private exclusive uses will be conducted to determine whether existing private exclusive uses and related improvements are compatible with public needs and authorized Project purposes,

Project operations, safety, and security, as well as public health and safety requirements and environmental requirements. Frequency of the reviews will be determined by RECLAMATION, in coordination with NATRONA COUNTY, but will be conducted at least every five (5) years to ensure compliance with certain established criteria pursuant to 43 CFR 429.32 and 43 CFR 21. The reviews and evaluations will be comprised of local and/or external review teams, including NATRONA COUNTY representatives, which are qualified to assess the conditions associated with the exclusive use.

**24. EXAMINATION OF RECORDS.**

- (a) NATRONA COUNTY agrees that RECLAMATION shall have the right to examine and to access any pertinent books, documents, papers and records of NATRONA COUNTY and/or third party entities involving transactions related to this Agreement.
- (b) RECLAMATION's designated representative may at any time request an independent audit of NATRONA COUNTY's financial activities for the Reservoir Area. Such independent audit shall be performed at the cost of RECLAMATION. Any discrepancies found during such audits shall be corrected by the responsible party.
- (c) RECLAMATION's designated representative may at any time request an independent audit or examination of records of third party Concession contract or other service contracts. Such independent audit or examination of records shall be performed at the cost of RECLAMATION. Any discrepancies found during such audits shall be corrected by the responsible party.

**25. RECREATION USE DATA REPORT.**

On or before January 15 of each year, NATRONA COUNTY will furnish to RECLAMATION's designated representative an annual summary of recreation-related visitor uses at the Reservoir Area for the previous year, reportable on a Federal fiscal year basis (October 1 to September 30). RECLAMATION will provide the forms for this report annually, which is currently titled "Recreation Use Data Report".

**26. MISCELLANEOUS PROVISIONS.**

- (a) NATRONA COUNTY, its contractors, concessionaires or permittees shall comply, relative to this Agreement, with the Environmental Requirements set forth in Exhibit B attached hereto and incorporated herein.
- (b) NATRONA COUNTY, its contractors, concessionaires or permittees, relative to this agreement, shall perform all duties in this Agreement consistent with RECLAMATION's Federal Indian Trust responsibilities as set forth in "Departmental Manual Part 512, Chapter 2, Department Responsibilities for Indian Trust Resources", incorporated herein by reference.
- (c) NATRONA COUNTY, its contractors, concessionaires or permittees, relative to this agreement, shall be subject to the Equal Opportunity requirements set forth in Exhibit C and Title IV of the Civil Rights Act of 1964 set forth in Exhibit D attached hereto and incorporated herein.

- (d) RECLAMATION, at the request of NATRONA COUNTY, shall provide information on property boundaries, easements, and Use Authorizations on RECLAMATION lands within the Reservoir Area.
- (e) The parties hereto understand and agree that the various terms and conditions within this Agreement apply to the Agreement as a whole, and are not to be narrowly defined within the specific article under which a given term or condition is located.
- (f) Each party hereto will provide to the other party any additional reports or information which may be reasonably requested.
- (g) Any activity deemed to be illegal on the Federal Lands and Water will be cause for immediate action under Articles 27 and 29 of this Agreement.

**27. NOTICE OF CURE / DISPUTE RESOLUTION.**

- (a) RECLAMATION and NATRONA COUNTY may provide notice of any non-compliance with the terms and conditions of this Agreement. Notification of non-compliance shall be in writing, noting a period of time in which the non-compliant act or omission shall be corrected based on the severity of the correction. If either party fails to satisfactorily correct any substantial or persistent non-compliance within the specified time the following remedies are available: RECLAMATION may close all or part of the Reservoir Area, RECLAMATION or NATRONA COUNTY may temporarily suspend Management of the Reservoir Area, or terminate the Agreement after notice in writing of such intent, in accordance with Article 29.
- (b) In the event RECLAMATION and NATRONA COUNTY cannot mutually agree on a proposed action within 90 calendar days, a longer period may be mutually agreed to by the parties hereto, to address any notice of non-compliance. Each party shall present its proposed action to the NATRONA COUNTY Director and the Director of the Great Plains Region of the Bureau of Reclamation. If within 90 calendar days after submitting such proposal to the respective Directors, there is still no mutual agreement on the proposed action, RECLAMATION's proposed action shall take precedence. Should this occur, both parties shall have the right to terminate this Agreement after notice in writing as set forth in Article 29.
- (c) Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

**28. MODIFICATION OF AGREEMENT.**

- (a) This Agreement may be modified, amended, or superseded at any time during its term upon written approval by both RECLAMATION and NATRONA COUNTY.
- (b) If any portion of this Agreement is rendered null and void as a result of applicable laws, regulations, executive orders, court rulings, etc., all remaining portions of the Agreement will remain in full force and effect, provided the voided portion or portions do not affect the primary purposes of this Agreement.

**29. TERMINATION.**

- (a) This Agreement will terminate and all rights and obligations of the parties under this Agreement will cease under the following conditions:

- (1) Upon expiration of the term of this Agreement, as provided in Article 3; or
  - (2) If after receipt of a written notice of non-compliance, efforts to resolve have not been mutually agreed to by both parties under the terms of Article 27 and a written notice of termination has been received by RECLAMATION or NATRONA COUNTY; or
  - (3) If after determination by RECLAMATION that a NATRONA COUNTY authorized activity or use of these Federal lands is illegal, and notice of such determination is provided to NATRONA COUNTY, the illegal activity is not terminated, and remediated if necessary, within 60 days of notice to NATRONA COUNTY.
- (b) If the U.S. Congress, RECLAMATION or NATRONA COUNTY routinely fails to provide funding to enable RECLAMATION or NATRONA COUNTY to carry out their respective obligations under this Agreement, either party may give written notice that this Agreement shall terminate on a certain date at least 90 days after the date of notice.
  - (c) For any reason, other than those expressed in (a) and (b) herein, RECLAMATION or NATRONA COUNTY may terminate this Agreement with at least 2 years written notice, to the other party.
  - (d) Two (2) years prior to the expiration of the term of this Agreement, NATRONA COUNTY shall notify RECLAMATION, in writing, of its desire to either negotiate a new Agreement for the next twenty-five (25) years, or to discontinue its management responsibilities at the Agreement's termination date.
  - (e) If either party chooses not to renew this Agreement, or to terminate this Agreement prior to the expiration of the term, a close-out review and evaluation will be conducted within 12 months prior to the expiration or termination date and thereafter, as necessary.

30. **DESIGNATED REPRESENTATIVES/NOTICES.**

- (a) The parties hereto agree the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

**United States:**

Area Manager  
Bureau of Reclamation  
Wyoming Area Office  
P.O. Box 1630  
Mills, WY 82644  
Phone: 307-261-5671

**Natrona County:**

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

- (b) Any written notice, demand, or request, as required or authorized by this Agreement, will be provided to the parties above listed. All parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

**31. SEVERABILITY.**

Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provision, or this Agreement as a whole.

**32. OFFICIALS OR EMPLOYEES NOT TO BENEFIT.**

No member or delegate of Congress, and no officer, agent or employee of the Executive, Legislative, or Judicial Branch of the Federal government, or official or employee of NATRONA COUNTY shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

**33. 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 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.

**34. SURVIVOR CLAUSE.**

Terms and conditions that require action by NATRONA COUNTY or its contractors, concessionaires, permittees, agents or assigns may survive the termination of this Agreement when they are deemed by RECLAMATION for the benefit of the United States.

**35. ASSIGNMENT OF AGREEMENT.**

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above. However, the effective date of this Agreement is May 19, 2016.

NATRONA COUNTY  
Chairman  
Board of County Commissioners

THE UNITED STATES OF AMERICA  
Department of the Interior  
Bureau of Reclamation  
Wyoming Area Manager

By Forrest Chadwick

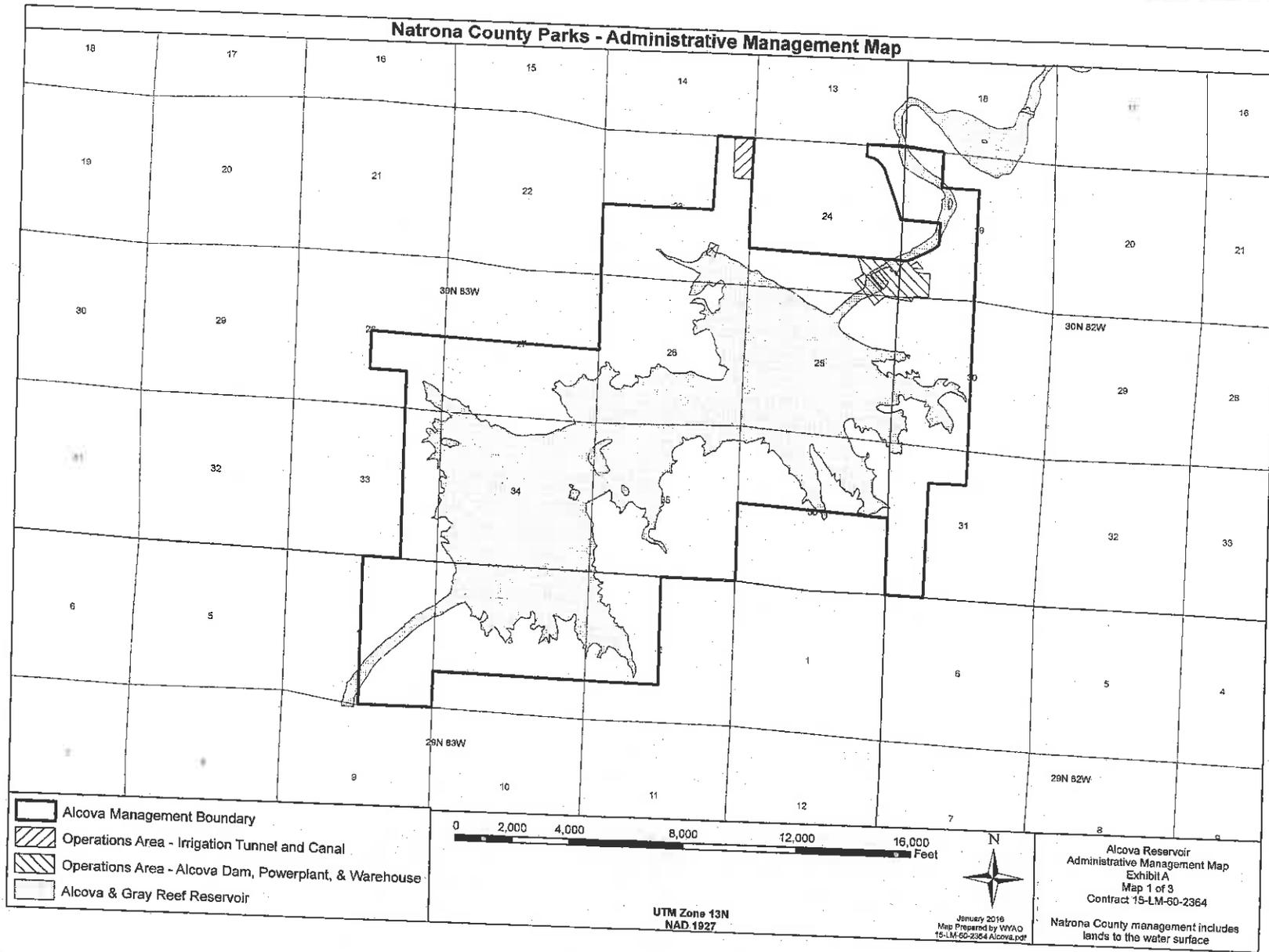
By \_\_\_\_\_

Attest Renea Vitto, County Clerk

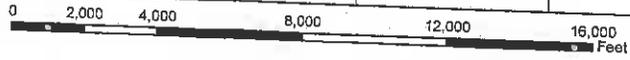
Date \_\_\_\_\_

Date \_\_\_\_\_

# Natrona County Parks - Administrative Management Map



-  Alcova Management Boundary
-  Operations Area - Irrigation Tunnel and Canal
-  Operations Area - Alcova Dam, Powerplant, & Warehouse
-  Alcova & Gray Reef Reservoir



UTM Zone 13N  
NAD.1927

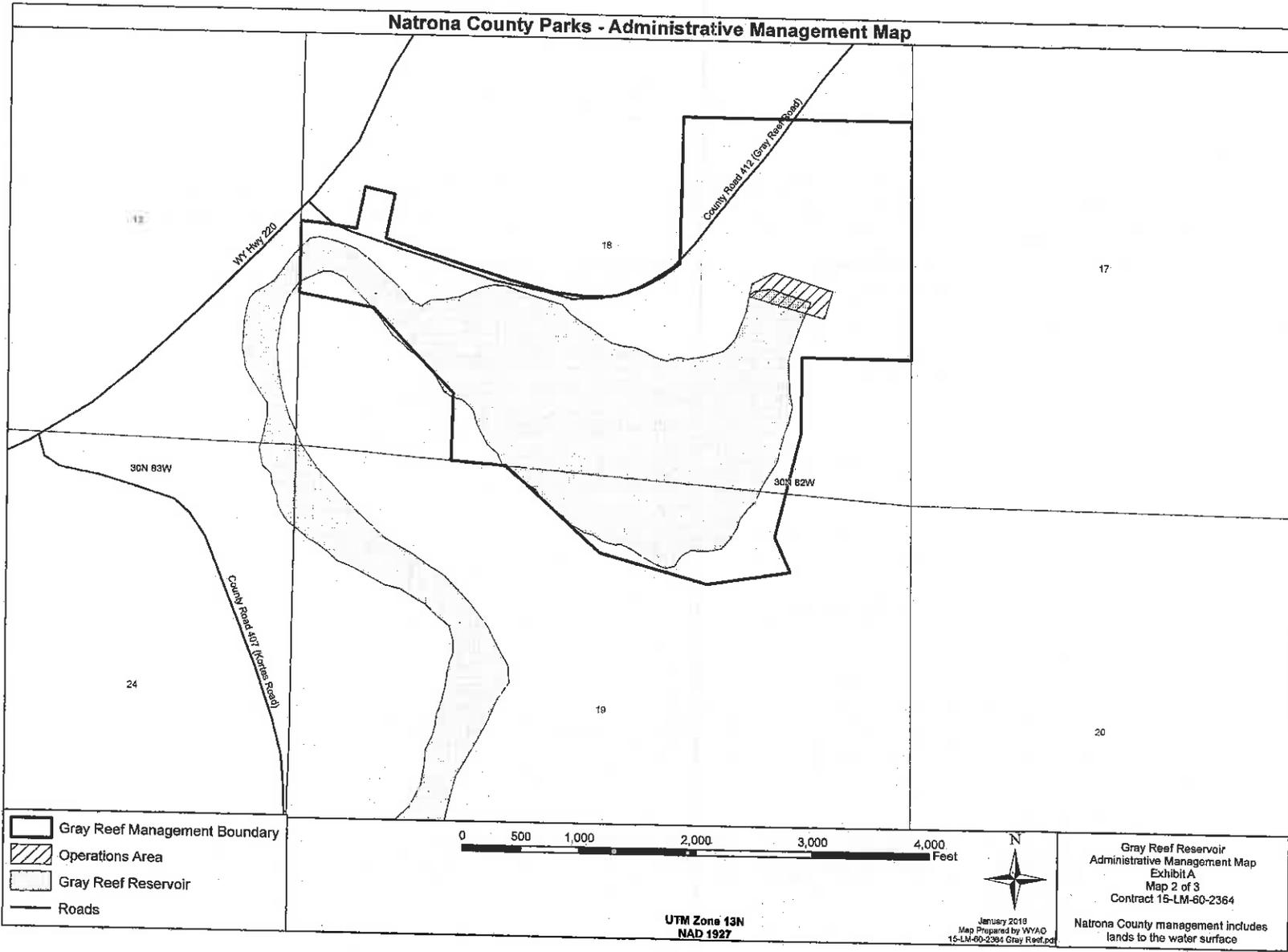


January 2016  
Map Prepared by WPAO  
15-LM-60-2364 Alcova.dwg

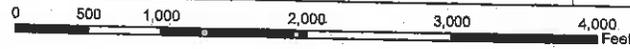
Alcova Reservoir  
Administrative Management Map  
Exhibit A  
Map 1 of 3  
Contract 15-LM-60-2364

Natrona County management includes  
lands to the water surface

# Natrona County Parks - Administrative Management Map



- Gray Reef Management Boundary
- Operations Area
- Gray Reef Reservoir
- Roads

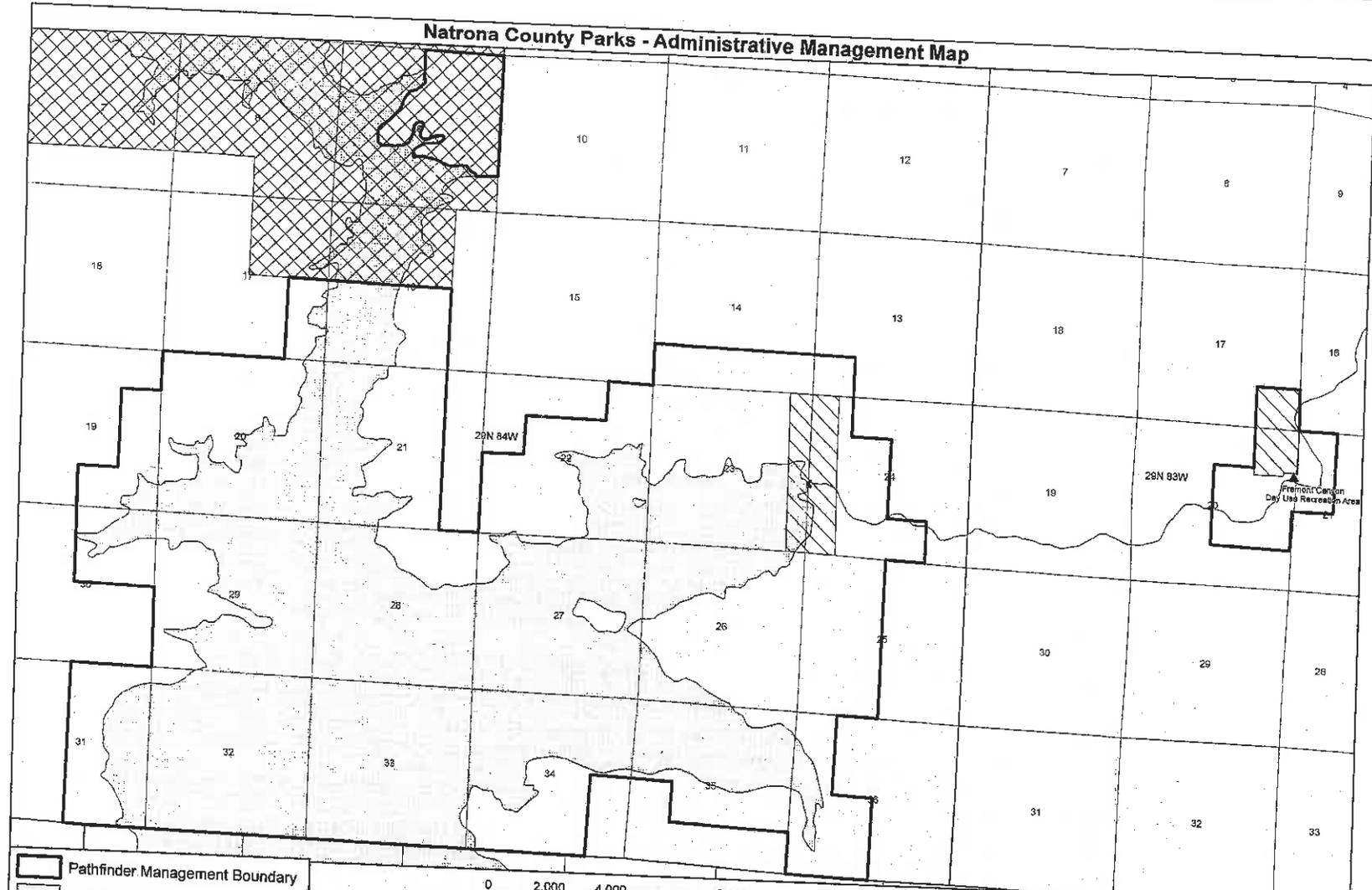


UTM Zone 13N  
NAD 1927

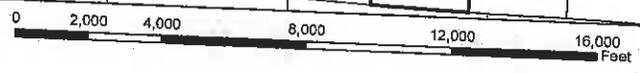
January 2018  
Map Prepared by WYAC  
15-LM-60-2364 Gray Reef.pdf

Gray Reef Reservoir  
Administrative Management Map  
Exhibit A  
Map 2 of 3  
Contract 15-LM-60-2364  
Natrona County management includes  
lands to the water surface

# Natrona County Parks - Administrative Management Map



-  Pathfinder Management Boundary
-  Pathfinder Reservoir
-  Operations Area
-  Pathfinder National Wildlife Refuge



UTM Zone 13N  
NAD 1927

January 2016  
Map Prepared by WYAO  
15-LM-80-2364 Pathfinder.ppt

Pathfinder Reservoir  
Administrative Management Map  
Exhibit A  
Map 3 of 3  
Contract 15-LM-80-2364

Natrona County management includes  
lands to the water surface

**EXHIBIT B**  
**Environmental Requirements**

(a) All actions taking place on Federal property must comply with the National Environmental Policy Act (NEPA) of 1969, and associated laws and regulations as amended. NATRONA COUNTY shall integrate NEPA processes with other planning at the earliest possible time to ensure that planning and decisions, **subject to this Agreement**, reflect environmental regulations, to avoid delays later in the process and to minimize potential conflicts (40 CFR 1501.2).

(b) Within the scope of this Agreement, actions must be consistent with applicable Federal laws, regulations and Executive Orders, including, but not limited to:

National Environmental Policy Act (P.L. 91-190, 83 Stat. 852)  
Endangered Species Act (P.L. 93-205, 16 U.S.C. 1531 et seq.)  
Clean Air Act (P.L. 88-206, as amended, 42 U.S.C., 7401 et seq.)  
Clean Water Act (P.L. 95-217, 33 U.S.C., 1288 et seq.)  
Fish and Wildlife Coordination Act (P.L. 85-624, 16 U.S.C., 661, 662)  
Migratory Bird Treaty Act (16 U.S.C. 703-711)  
Indian Trust Asset Policy and guidance  
National Historic Preservation Act of 1966 (NHPA), as amended  
Archaeological Resources Protection Act of 1979 (P.L. 95-95, 93 Stat. 721)  
Protection of Historical and Cultural Properties (36 CFR, Part 800)  
Safe Drinking Water Act of 1974 (P.L. 93-523; U.S.C. 300, 88 Stat. 1660)  
Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (P.L. 96-510)  
Off-Road Vehicle Use on Bureau of Reclamation Lands (43 CFR, Part 420)  
National Trails System Act (P.L. 95-43, 16 U.S.C. 1241 et seq.)  
Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and 95-602)  
Resource Conservation and Recovery Act (RCRA) (P.L. 94-580)  
Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151-4157, P.L. 90-480)  
Uniform Federal Accessibility Standards (UFAS) (49 CFR 31528)  
Executive Order 11990, Protection of Wetlands.  
Executive Order 11988, Floodplain Management  
Executive Order 12898, Guidance for Implementing Indian Sacred Sites  
Executive Order 12898, Environmental Justice  
Executive Orders 11664 and 11989 for Off-Road Use  
Executive Order 12088, Federal Compliance with Pollution Control Standards  
Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management

(c) Within the scope of this Agreement, actions must be consistent with the applicable

- a. Resource Management Plan for the area;
- b. RECLAMATION Policies; and

- c. State and Local regulations, when applicable to this Agreement.
- (d) Environmental Documentation. Prior to any action which would modify the environment or change conditions, including recreation/visitor use capacity, NATRONA COUNTY will submit any necessary environmental documentation as directed by RECLAMATION. Environmental documentation is needed if maintenance or other project includes one of the following:
  - a. Ground/Surface disturbance
  - b. Change in capacity
  - c. Change in purpose
  - d. New construction
- (e) RECLAMATION must receive notification in advance of any modifications/project work described above to determine whether environmental documentation is required. No such modification of the environment shall be undertaken without prior written approval of RECLAMATION. Generally, routine maintenance not involving one of these above criteria does not require environmental documentation, however, coordination and communication with RECLAMATION is recommended to ensure full compliance with laws and regulations.
- (f) Selecting the appropriate level of environmental documentation. Consultation with RECLAMATION at the earliest planning stages and throughout the planning process is necessary to ensure the appropriate level of environmental documentation and to avoid unnecessary delay. NATRONA COUNTY will analyze the project as a whole; the evaluations should not be compartmentalized.
- (g) NATRONA COUNTY shall correct any pollution of soil, air, or water, and deterioration of resources caused by NATRONA COUNTY resulting from exercise of the privileges granted in accordance with rules, regulations and directives of the Secretary of the Interior and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.
- (h) NATRONA COUNTY shall comply with all provisions of Federal and State pesticide laws and amendments. Further, in the use of all pesticides on lands owned by the United States, NATRONA COUNTY shall submit a Pesticide Use Proposal for such use annually and shall obtain prior written approval of the United States before implementing said plans or have an approved Integrated Pest Management Plan in place.
- (i) Environmental Management Systems. In accordance with Reclamation Manual Directives and Standards ENV P05 (The Bureau of RECLAMATION's Commitment to Environmental Stewardship), NATRONA COUNTY will implement actions that collectively work to promote sustainable practices, waste reduction and pollution prevention. Examples of activities and/or programs that promote sustainable practices may include, but are not limited to, recycling programs, 'green purchasing' programs and water use efficiency. .

- (j) In accordance with Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, cultural resources will be given full consideration in any proposed actions initiated by NATRONA COUNTY beyond those approved in existing plans and documents. Archaeological, historical, and paleontological sites that may be impacted will be adequately mitigated prior to any development. If during construction or development cultural resources are exposed, the site and surrounding area will be left undisturbed. The State Historic Preservation Office (SHPO) and the United States, Bureau of RECLAMATION will be notified immediately. RECLAMATION will conduct NHPA Section 106 Consultation with the SHPO and Advisory Council on Historic Preservation prior to authorizing such proposed action, construction, or development as required. Accordingly, NATRONA COUNTY will provide RECLAMATION with copies of any cultural resource reports concerning identified sites for NHPA Section 106 Consultation purposes.

No surface disturbance operations can proceed until the requirements of this article have been met.

RECLAMATION shall require the following provisions to be included in all construction contracts issued by NATRONA COUNTY.

- a. General. Federal legislation provides for the resources that may be impacted or altered as a result of any Federal project, activity, or program or Federally licensed or assisted project, activity or program.
- b. Discovery of Resources. Should NATRONA COUNTY, its employees or assigns; or Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, NATRONA COUNTY and/or their Contractor shall immediately cease work at that location and provide oral notification to the Contracting Officer, giving location and nature of the findings. NATRONA COUNTY and/or their Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.
  - i. If a cultural resource is determined by RECLAMATION to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.
  - ii. If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The RECLAMATION office will supply the name and

phone number of the tribal official. This information also can be obtained at <<http://web.cast.uark.edu/other/nps/nacd>>.)

- iii. The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by RECLAMATION. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.
- c. Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.
- d. Approval of the Use Areas and Borrow Sources. If NATRONA COUNTY or their Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, NATRONA COUNTY or their Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. NATRONA COUNTY or their Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.
- e. Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.
- f. Subcontractors. NATRONA COUNTY or their Contractor shall insert these cultural procedure clauses contained in Exhibit B, Section J, related to Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, in all subcontracts that involve performance of work on job site terrain.
- g. Cost. Except as provided in subsection e (Compensation for Delays) of this section above, the cost of complying with this contract clause shall be including the prices offered in the schedule for other items of work.
- h. Government Access. NATRONA COUNTY's or their Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.
- i. Definitions.
  - i. Cultural Items: as defined by NAGPRA include Native American human remains funerary objects, sacred objects and objects of cultural patrimony.
  - ii. Cultural Resources: a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

- iii. **Funerary Objects:** means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
- iv. **Human Remains:** means the physical remains of the body of a person.
- v. **Native American:** means of, or relating to, a tribe, people, or culture that is indigenous to the United States.
- vi. **Sacred Objects:** means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
- vii. **Objects of Cultural Patrimony:** means Native American items having on-going historical, traditional or cultural importance central to the Indian Tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

(k) The activities carried out under this Agreement will fully comply with the Endangered Species Act of 1974.

## EXHIBIT C EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, NATRONA COUNTY agrees as follows:

- (a) NATRONA COUNTY will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. NATRONA COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The NATRONA COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) NATRONA COUNTY will, in all solicitations or advertisements for employees placed by or in behalf of the NATRONA COUNTY state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex or national origin.
- (c) NATRONA COUNTY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of NATRONA COUNTY's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) NATRONA COUNTY will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The NATRONA COUNTY will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of NATRONA COUNTY's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and NATRONA COUNTY may be declared ineligible for further government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies involved as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) NATRONA COUNTY will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders by the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so

that such provisions will be binding upon each subcontractor or vendor. NATRONA COUNTY will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event NATRONA COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, NATRONA COUNTY may request the United States to enter into such litigation to protect the interests of the United States.

### **CERTIFICATION OF NONSEGREGATED FACILITIES**

- (a) The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom, or otherwise. NATRONA COUNTY certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. NATRONA COUNTY agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this agreement. NATRONA COUNTY agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**EXHIBIT D**  
**TITLE VI, CIVIL RIGHTS ACT OF 1964**

- (a) NATRONA COUNTY agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964, (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which NATRONA COUNTY receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
  
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to NATRONA COUNTY by the United States, this assurance obligates NATRONA COUNTY, and in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any property is so provided, this assurance obligates NATRONA COUNTY for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates NATRONA COUNTY for the period during which the Federal financial assistance is extended to it by the United States.
  
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to NATRONA COUNTY by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. NATRONA COUNTY recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on NATRONA COUNTY, its successors, transferees, and assignees.

**EXHIBIT E**  
**NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS**

- (a) Nonexpendable government property is equipment which is complete in and of itself and does not ordinarily lose its identity or become a component part of another piece of equipment when put into use. Nonexpendable Government property includes the following:
- a. Any single item, having a useful life of one year or more, which is acquired at a cost of, or valued at \$5,000.00 or more;
  - b. Sensitive items identified in Part (e), below, regardless of acquisition cost;
  - c. All office furnishings and furniture.
- (b) For each item of nonexpendable United States' property, NATRONA COUNTY is required to maintain an individual item record which will adequately satisfy the requirements set forth in Article 18 of this Agreement. In establishing and maintaining control over United States' property, NATRONA COUNTY will include, at the minimum, the following information in their property accounting system:
- a. Contract number
  - b. Name of item
  - c. Manufacturer's name
  - d. Manufacturer's model number
  - e. Manufacturer's serial number
  - f. Acquisition document reference and date
  - g. Guarantee and warranty lapse date
  - h. Location
  - i. Unit Price
- (c) Accessory and component equipment that is attached to, part of, or acquired for use with a specific item or equipment, must be recorded on the record of the basic item. Any accessory or component item that is not attached to, part of, or acquired for use with a specific item of equipment must be recorded separately. Useable accessory or component items that are permanently removed from items of Government property must also be separately recorded.
- (d) The unit price of each item of government property must be contained in NATRONA COUNTY's property control system. NATRONA COUNTY's quantitative inventory record must contain the unit prices. The supplementary records containing this information must be identified and recognized as a part of the unit price of the item (less discount).
- (e) Firearms, museum property, motor vehicles and heavy equipment are sensitive items of nonexpendable property which shall be included in NATRONA COUNTY's property accountability system, even if the original acquisition cost is under \$5,000.00.

**Casper Boat Club**  
 Alcova Lake  
 Natrona County, Wyoming

# Exhibit F



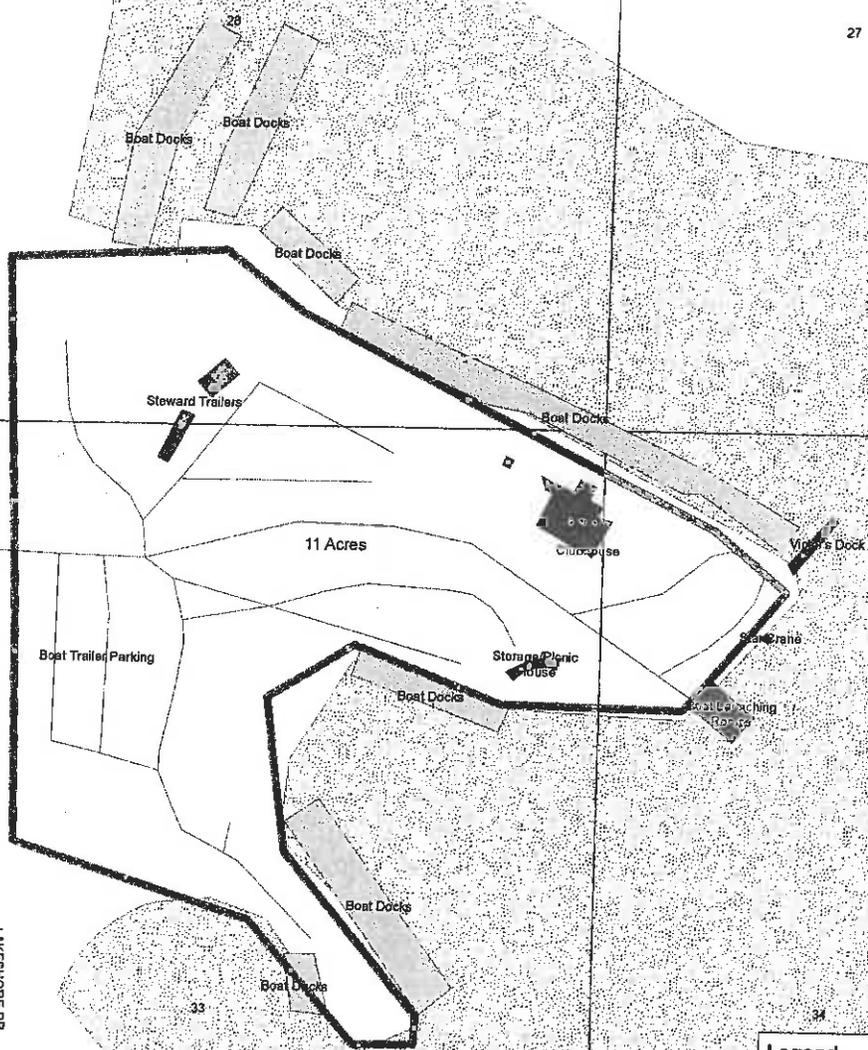
Located in and being portions of the SESE of Section 28, and  
 NENE of Section 33; and NWNW of Section 34  
 in T30N R83W of the 6th Principal Meridian,  
 Natrona County, Wyoming

LAKEVIEW RD

LAKESHORE DR

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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



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:**  
 Natrona County makes published maps available as a public service. The County grants the Recipient the right to duplicate the map for their personal or business' internal use and to use the map as a source for which to create electronic data, digital maps, or other paper maps. Any electronic maps or published data derived from this map shall clearly indicate their source with the following citation: "Exhibit F (title of map), dated 12-18-15 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product. Natrona County assumes no responsibility for the completeness or accuracy of the data contained within." If the Recipient has modified the information contained within the map in any way, the Recipient is obligated to note the types of modifications that have been performed. The Recipient specifically agrees not to misrepresent the information contained within the map, nor to imply that the County has approved any changes made by the Recipient.

R 83 W

Prepared by:  
 Natrona County GIS  
 December 18, 2015

# Casper Waterski Club

Alcova Lake  
Natrona County, Wyoming

Located in and being portions of E1/2 SE1/4 of Section 33  
and the W1/2 SW1/4 of Section 34  
in T30N R83W of the 6th Principal Meridian,  
Natrona County, Wyoming

# Exhibit G



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Map projection: NAD 83 State Plane Wyoming East Central

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R 83 W

### Legend

- Roads
- ▬ Waterski Club Boundary 10 Ac
- Boat Docks
- Caretaker's House
- Clubhouse
- Fuel Dock
- Loading Ramps
- Storage Shed
- Vaulted Restroom
- ▨ Alcova Lake
- Section
- Aliquot

Prepared by:  
Natrona County GIS  
December 17, 2015



# Alcova Cabin Sites

Alcova Lake  
Natrona County, Wyoming

Located in and being portions of the SWSE of Section 23 and  
NE, Lot 2; Lot 3; NWSE; and NESE of Section 28  
in T30N R83W of the 6th Principal Meridian,  
Natrona County, Wyoming.

# Exhibit H



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**Legend**

- Roads
- Cabin Sites 66 Acres
- Township
- Section
- Allotment
- Alcova

Map projection: NAD 83 State Plane Wyoming East Central

**Disclaimer:**  
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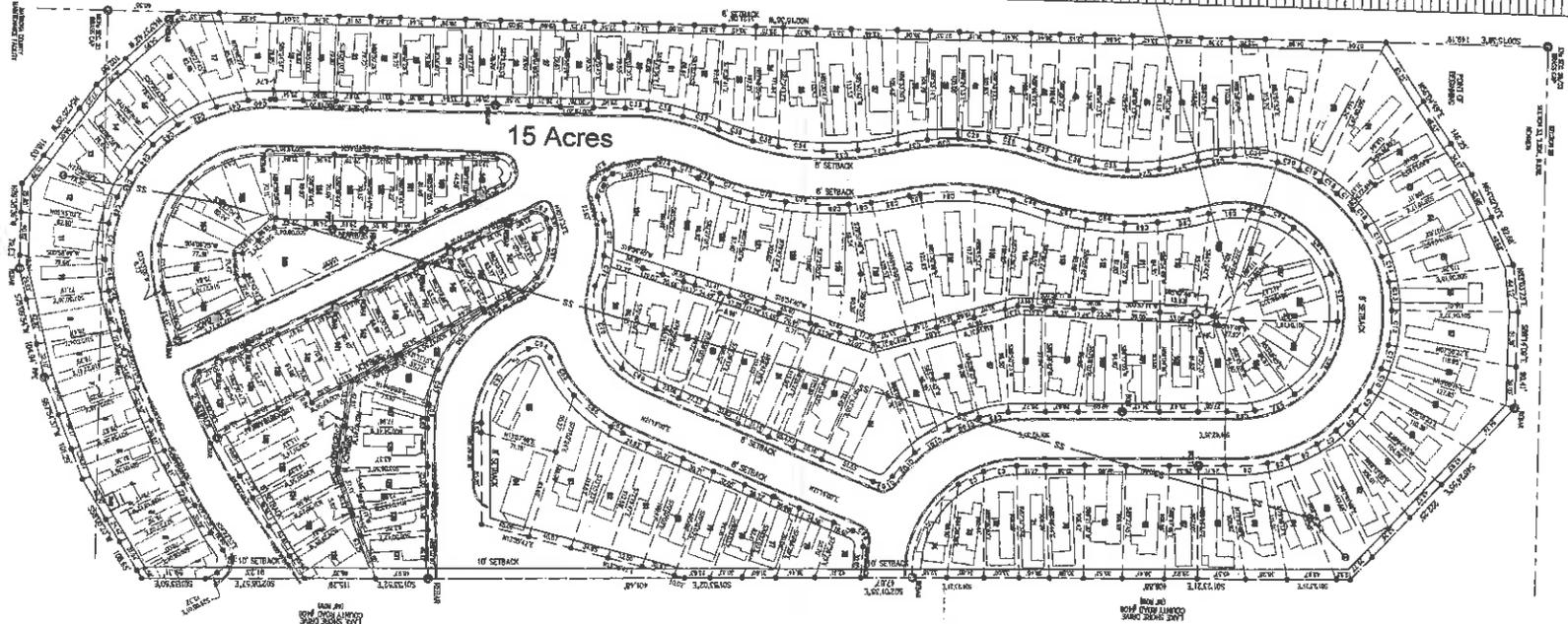
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Prepared by:  
Natrona County GIS  
December 17, 2015

R 83 W

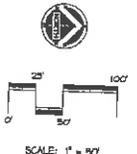
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**LEGEND**

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED



PLAT OF  
AS  
**ALCOVA LAKE TRAILER PARK**

BEING A PORTION OF THE  
WHAENEVA OF SECTION 33  
T.30N., R.83W., 6TH P.M.  
NATRONA COUNTY WYOMING  
**EXHIBIT I**

**NOTICE IS HEREBY GIVEN THAT THE FOLLOWING APPLICANTS HAVE FILLED APPLICATIONS FOR RENEWAL OF LIQUOR LICENSES IN THE COUNTY OF NATRONA FOR 2016-2017.**

**RETAIL LIQUOR LICENSES**

ALCOVA RESORT LLC  
D/B/A Alcova Lakeside Marina  
24025 S. Lakeshore Dr., Alcova  
C. C. COWBOYS, INC.  
D/B/A Racks  
1910 Talc Rd  
GRACE PARTNERS LLC  
Dba Sky Terrace  
8500 Airport Parkway  
THE SHOE, INC.  
D/b/aThe Horseshoe Bar  
7515 W Yellowstone  
HENDERSON IRREVOCABLE TRUST  
D/B/A Lazy 8  
13720 Hwy 20-26-87, Evansville  
NORTHERN DREAMS  
D/B/A Northern Dreams  
1425 W Ormsby Rd  
DEBRA PETERSON  
D/B/A Rimrock Bar  
37050 Hwy 259, Midwest  
ON THE ROCKS, INC  
D/B/A Sunset Grill  
22250 W Hwy 220, Alcova  
C. LEANN MOSES  
D/B/A Mountain Home  
43000 Big Horn Mt Rd  
RICHARDSON & RICHARDSON, INC  
D/B/A Hiland's Bright Spot  
53650 Hwy 20-26, Hiland

**RESTAURANT LIQUOR LICENSES**

CASPER MOUNTAIN RESORT, LLC  
d/b/a Casper Mtn Inn & Country Store  
8455 Casper Mountain Rd  
RONALD STRANG  
D/B/A Black Gold Grille  
1650 English Ave

**LIMITED RETAIL LIQUOR LICENSES**

CASPER BOAT CLUB  
D/B/A Casper Boat Club  
23855 S Lakeshore Rd., Alcova  
CASPER COUNTRY CLUB  
D/B/A Casper Country Club  
4149 Country Club Rd

**RETAIL COUNTY MALT BEVERAGE PERMITS**

Black Ops, LLC  
D/B/A Sloane's General Store  
21405 Kortess Rd., Alcova  
PATHFINDER BOAT CLUB  
D/B/A Pathfinder Boat Club  
Pathfinder Lake, Alcova  
NATRONA COUNTY FAIR  
ASSOCIATION  
D/B/A Central WY Fair & Rodeo  
1700 Fairgrounds Rd

**Protests, if any, against the issuance of any of these licenses will be heard at a public hearing to be held February 16, 2016 at 5:30 p.m. in the Commissioner's meeting room of the County Courthouse at 200 N Center Street in Casper, Wyoming.  
NATRONA COUNTY CLERK, RENE VITTO**

**publish: February 7 & 14, 2016**