



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA**

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

Tuesday, October 4, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, Large Courtroom

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PROCLAMATION: Support of National Cyber Security Awareness Month**
- IV. APPROVAL OF CONSENT AGENDA**
- VI. PUBLIC HEARINGS**
 - A. CUP16-3** a request by Pronghorn Propane, represented by Luke Ginsbach for approval of a Conditional Use Permit to allow storage of flammable and combustible liquids in excess of 12,000 gallons. Applicant is requesting one 30,000 gallon tank in addition to two 3,200 gallon propane trucks and dozens of 33 lb., 100 lb., 500 gallon and 1,000 gallon propane tanks. The property is located in a portion of Section 2, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. More commonly referred to as 450 Gehring St.
 - B. CUP16-4** a request by Mercury Towers, LLC for approval of a Conditional Use Permit to construct a 195' Telecommunication Tower within a 80' x 80' lease area. The tower will be located in a portion of Section 13, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is more commonly referred to as 22014 State Highway 220.
 - C. PS16-4** a request by Mountain Properties, LLC represented by Nancy Yust for approval of a final plat for the Sunburst Acres Subdivision, a major subdivision consisting of approximately 69.85 acres divided into 6 lots located in portions of Sections 17 & 18, Township 32 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located off Micro Road.
- VII. PUBLIC COMMENTS**
- VIII. COMMISSIONER COMMENTS**
- XI. ADJOURNMENT**

A Proclamation of Support of National Cyber Security Awareness Month

WHEREAS, the County of Natrona recognizes that it has a vital role in identifying, protecting, and responding to cyber threats that may have significant impact to our individual and collective security and privacy; and

WHEREAS, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, the Stop.Think.Connect.TM Campaign (www.dhs.gov/stopthinkconnect or www.stopthinkconnect.org) has been designated as the National Public Awareness Campaign, implemented through a coalition of private companies, nonprofit and government organizations, as well as academic institutions working together to increase the understanding of cyber threats and empowering the American public to be safer and more secure online; and

WHEREAS, the National Institute of Standards and Technology Cybersecurity Framework and the U.S. Department of Homeland Security's Critical Infrastructure Cyber Community (C3) Voluntary Program have been developed as free resources to help organizations (large and small, both public and private) implement the Cybersecurity Framework and improve their cyber practices through a practical approach to addressing evolving threats and challenges; and

WHEREAS, President Barack Obama signed Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing, to encourage and promote sharing of cybersecurity threat information within the private sector and between the private sector and government through the development of Information Sharing and Analysis Organizations; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of computer security essentials will improve the security of Natrona County information infrastructure and economy; and

WHEREAS, the President of the United States of America, the U.S. Department of Homeland Security (www.dhs.gov/cyber), the Multi-State Information Sharing and Analysis Center (www.msisac.org), the National Association of State Chief Information Officers (www.nascio.org), and the National Cyber Security Alliance (www.staysafeonline.org) have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these sites and the Stop.Think.Connect. Campaign website (www.dhs.gov/stopthinkconnect or www.stopthinkconnect.org) to learn about cyber security; and put that knowledge into practice in their homes, schools, workplaces, and businesses.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners does hereby proclaim that Natrona County is officially supporting National Cyber Security Awareness Month and the National Public Awareness Campaign, Stop.Think.Connect.

DATED this 4th day of October, 2016

Forrest Chadwick, Chairman

Attest:

Renea Vitto, County Clerk



**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, October 4, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, Large Courtroom

I. APPROVAL OF SEPTEMBER 20, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$812,031.15

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

- A. Contract between NC & Johnson Controls, Inc.-Master Grant (*tabled on 8-16-2016, no date specified*)
- B. Contract between NC & Professional Cleaning Systems, LLC
- C. Cooperative Agreement for Responsibilities between the WY DFS Child Support Enforcement Services & NC Clerk of District Court
- D. Fiscal Year 2017 Contract for Services to Victims of Crimes between the Office of the Attorney General (AG), Division of Victim Services & NC Sheriff's Office
- E. Office of Homeland Security Grant Award: (Political Subdivision: Natrona County Sheriff's Office; Award Amount: \$60,000.00; Award Period: September 1, 2016 through May 31, 2019; CFDA#: 97.067; DHS Grant Code:EMW-2016SS-00037; Project ID: 16-GPD-NAT-LS-HLE16)
- F. Contract between NC, NC Sheriff, and Dr. Johnny Tooke, MD
- G. Addendum to Contract for Lone Bear Drainage Improvements – Wayne Coleman Construction
- H. Resolution 32-16 Lifting Partial Fire Closure Restrictions

IV. LICENSES

- A. James Bethers-10 Mile Rd-Existing Approaches-lic. #29-16-13

V. STATEMENT OF EARNINGS

Planning	\$10,522.83
Lake	\$2,060
Parks/Mtn	\$340
Cooperative Extension	\$840
TOTALING	\$13,762.83

VI. PETITION & AFFIDAVIT FOR CANCELLATION OF TAXES TOTALING \$196,562.53: 2015 ELLISON, JAMES E-\$141.89; 2014 SULLIVAN, JOSPEH S-\$141.89; 2013 STOREY, DALE A-\$141.89; 2016 RANGER DIRECTIONAL RENTALS C/O BASIN HOLDINGS-\$462.33; 2016 GO PROPERTIES LLC-\$180.26; 2016 LAIRD, DALLAS J -\$124.50; 2016 PARKER, STEPHEN E-\$85.41; 2016 MICHAEL & JODI GRAF TRUST -\$202.49; 2016 OLSON, JODY J-\$319.42; 2016 ZITTERKOPF, BELINDA DIANE -\$124.99; 2016 FULLERTON, NICK G-\$111.01; 2016 ABBOTT, RANDALL R-\$218.67; 2016 HANS, GARY W-\$308.76; 2016 HANSULD, WILLIAM S -\$247.61,\$261.53, \$498.07; 2016 BALDWIND, W S -\$57.84; 2016 D S INVESTMENTS-\$272.52, 272.52; 2016 ALLEN, CAMERON M-\$549.16; 2016 CATERPILLAR FINANCIAL SERVES CORP -\$4,997.56; 2016 CUNNGINHAM, GLORIA V SOMERBY AT ST VINCENT 119-\$322.21; 2016 AMOCO REUSE AGREEMENT JPB-\$2,203.17; 2016 GR8 SCOTT LLC-\$75.97; 2016 HARLAN BUCKNUM LLC-\$1,780.08, \$4,414.95; 2016 WILLIAMS, GRAY D-\$200.75; 2016 WILLIAMS, GRAY D-\$252.82; 2015 AMOCO REUSE AGREEMENT JPB-\$4,272.93; 2016 AMOCO REUSE AGREEMENT JPB-\$11,315.09; 2016 NABORS LUX FINANCE 2-\$124,527.23; 2016 PHILLIP & JILL

COOPER FAMILY TRUST-\$12,062.83; 2016 PHILLIPS, JONNIE W CFD: PHILLIPS, JAKE L-\$5,983.76; 2015 DICKASON, DENNIS -\$29.40; 2016 DICKASON, DENNIS -\$34.90; 2015 HRM RESOURCES LLC-\$540.54, \$740.27, \$1,532.01, 5,690.61; 2013 ANADARKO E & P ONSHORE LLC-\$3,067.27; 2015 COX, GERLAD L-\$1,792.97; 2016 COX, GERLAD L-\$1,792.97

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
September 20, 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 Robert Hendry, Matt Keating, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner Lawson moved for approval of the Consent Agenda. Commissioner Hendry seconded the motion. Commissioner Keating obtained for lack of review. Motion carried. Motion carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Howard Christman (Casper), Tracy Lamont (Casper), Judy Jones (Casper), William Street (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no 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

71 CONSTRUCTION	211.40	DEWITT WATER SYSTEMS & SERVICE	346.50
A-1 PORTABLES AND SERVICES	55.00	DEX MEDIA	12.00
ADT SECURITY SERVICES	539.28	DOOLEY OIL/CASPER	6.00
AELE LAW ENFORCEMENT	1,290.00	DRIVEN POWERSPORTS INC	84.98
AIRGAS USA LLC	105.51	DRUG TESTING SERVICES OF NC	33.00
ALCOHOL & DRUG TESTING, INC.	1,505.70	DUSTBUSTERS INC	13,817.11
ALL AREA PROCESS SERVICE	1,000.00	EAGLE UNIFORM & SUPPLY CO	458.63
ALL OUT FIRE	60.00	EMERGENCY MEDICAL PHYSICIANS	3,479.00
ALTIMUS DISTRIBUTING	112.94	ENERGY LABORATORIES INC	40.00
AMERICAN MEDICAL BROKERS	3,926.94	EVERS, LISA	7.93
AMERIGAS PROPANE LP	86.08	FIRST INTERSTATE BANK	299.33
ANIXTER POWER SOLUTIONS	54.00	FLEETPRIDE	31.32
ARCA SEARCH CORPORATION	11,935.42	FREMONT MOTOR CASPER INC	409.50
ATLAS OFFICE PRODUCTS	595.79	GASTROENTEROLOGY ASSOCIATES	483.00
AUDIES SMALL ENGINE	43.91	GENEVA WOODS LTC & MEDSET	24,703.36
BAR NUNN, TOWN OF	6,010.76	GRAINGER	1,164.83
BENNETT, THOMAS L MD	3,732.20	GRIZZLY EXCAVATING	14,103.80
BOB BARKER COMPANY INC	1,343.26	GROCE, NOHORA	40.00
BRAKE SUPPLY CO INC	115.00	HARDEN, CHAD E	5,010.00
BROOKE SUPPLIES, LLC	1,658.50	HAUCK2WHOLESALE, LLC	2,214.09
BROWN, JACQUELINE K	5,000.00	HENSLEY BATTERY LLC	402.50
CALL2TEST LLC	102.18	HIGH PLAINS CONSTRUCTION INC	28,047.64
CAPITAL BUSINESS SYSTEMS INC	2,188.59	HOOD'S EQUIPMENT	95.58
CASPER AREA ECONOMIC	6,700.00	HOSE & RUBBER SUPPLY	91.49
CASPER CONTRACTOR SUPPLY INC	8.30	INSTALLATION & SERVICE CO INC	4,706.00
CASPER FIRE EXTINGUISHER	250.00	INTEGRITY AUTO BODY	94.00
CASPER MEDICAL IMAGING PC	589.00	INTERSTATE ALL BATTERY CENTER	331.35
CASPER- NATRONA CNTY HEALTH	97,635.00	ISC INC	14,372.76
CASPER ORTHOPAEDIC ASSOCIATES	145.35	JACOBSON, CONNIE	135.70
CASPER STAR TRIBUNE/CASPER	11,131.58	JASMANN, BOBBETTE S	2,762.50
CASPER TIRE LLC	836.87	JH MECHANICAL	530.00
CASPER WINNELSON COMPANY	188.44	JOHN DEERE FINANCIAL	179.99
CENTRAL TRUCK AND DIESEL	1,000.54	KIMBALL MIDWEST	176.03
CENTRAL WY FAIR AND RODEO	4,726.75	KNIFE RIVER	163,205.23
CENTURYLINK BUSINESS SERVICES	20.30	KONE INC	36,484.93
CENTURYLINK/SEATTLE	2,148.25	LARIAT INTERNATIONAL TRUCKS	19.07
CHAMBERS, JOHN PC	5,000.00	MATTHEW BENDER & CO/DALLAS	75.08
CHARTER COMMUNICATIONS	214.29	METRO APPLIANCE SERVICE	234.00
CHILDREN'S ADVOCACY	35,000.00	MEYER, ROBERT	70.00
CITY OF CASPER	6,164.39	MICHAELS FENCE & SUPPLY INC	320.32
CIVIL ENGINEERING	157.50	MIDWEST HOSE & SPECIALTY INC	108.86
CLERK OF DISTRICT COURT	378.30	MIDWEST MEDICAL SUPPLY	421.68
COASTAL CHEMICAL CO LLC	2,002.91	NAPA AUTO PARTS	457.59
COCA-COLA BOTTLING COMPANY	187.70	NATIONAL SHERIFF'S ASSN	112.00
COMMUNICATION TECHNOLOGIES	438.47	NATRONA COUNTY TREASURER	4,100.00
COMMUNITY ALTERNATIVES OF	333.25	NEUBERT, JEANNE	650.00
COMTRONIX COMMUNICATION	567.00	NORCO, INC, SLC, UT	2,891.67
CORNERSTONE PROGRAMS CORP	139,050.00	OFFICE OF STATE LANDS AND	263.68
COTTON, SCOTT	204.12	OUTPATIENT RADIOLOGY, LLC	1,464.00
COTTON, TIMOTHY C PC	12,527.24	PARK STREET LAW OFFICE	180.00
COWBOY CHEMICAL	1,714.00	PETERSON EQUIPMENT COMPANY	319.43
CRUM ELECTRIC SUPPLY CO	49.29	POCKET PRESS, INC.	449.50
CURUCHET, TYE	534.54	POWDER RIVER SHREDDERS LLC	245.00
DAYTON TRANSMISSION LLC	4,710.99	PRINTER PROS	180.00
DECKER AUTO GLASS	228.23	PRINTWORKS	173.31
DELL MARKETING LP	373.98	PROCESS SERVICE OF WYOMING INC	2,070.00

PROFESSIONAL CLEANING SYSTEMS	2,666.00	SWANBOM, HANNAH	343.44
PROFESSIONAL PATHOLOGY	318.00	TAHERI, KEVIN	1,863.51
QUALITY INN & SUITES	89.00	TEAM NETWORKS	29.95
QUALITY OFFICE SOLUTIONS INC	308.90	THE STENGEL AGENCY LLC	100.00
QUALITY PLUMBING PARTS INC	920.00	THOMSON REUTERS - WEST	1,186.84
RICOH USA INC	2,410.59	TICHENOR, ROWAN E MD PC	72.00
ROCKY MOUNTAIN FIRE	876.06	TLC CLEANING	21,500.00
ROCKY MOUNTAIN INFECTIOUS	1,082.00	TRACTOR SUPPLY CREDIT PLAN	216.98
ROCKY MOUNTAIN POWER	1,497.45	TUMA, GEN	1,680.00
ROSALEZ, DYLAN	2,049.68	UNITED STATES POSTAL SERVICE	560.00
RT COMMUNICATIONS INC	39.51	VERIZON WIRELESS	77.06
SECRETARY OF STATE	30.00	VIEWPOINT GOVT SOLUTIONS	4,860.00
SHAMROCK FOODS COMPANY	28,243.23	WESTERN DETENTION	297.25
SHEET METAL SPECIALTIES	1,230.00	WESTERN SIGN & DESIGN	262.00
SNOW KING HOTEL	848.94	WESTERN WYOMING LOCK & SAFE	58.00
SOUND PHYSICIANS OF WYOMING	587.00	WHITE'S MOUNTAIN MOTORS	1,007.53
SOURCE OFFICE & TECHNOLOGY	373.82	WILLOUGHBY, PHILLIP T.	9,585.00
SOURCEGAS LLC	3,892.78	WIMACTEL INC	140.00
STALKUP'S RV SUPERSTORE	30.38	WOOD, CINDY ATTN Y AT LAW	5,054.57
STAPLES, INC & SUBSIDIARIES	19.99	WYOMING ORAL &	780.00
STOTZ EQUIPMENT	309.08	YOUTH CRISIS CENTER INC	2,002.70
SUMMIT ELECTRIC LLC	1,863.33		
SUTHERLANDS	614.27		812,031.15

**Contract between
Natrona County and Johnson Controls, Inc.**

1. **Parties.** The parties to this contract are Natrona County ("County") and Johnson Controls, Inc. ("Contractor" or "JCI"). The parties' respective contact information is:

William Roybal Natrona County Property Manager/Maintenance 200 North Center, Rm115 Casper, Wyoming 82601 307-262-9441	Johnson Controls, Inc. 5125 Carroll CT, STE 400 P.O. Box 280 Evansville, WY 82636 866-825-8861
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2. **Entire Contract.** The contract between the parties includes this 4 page document titled *Contract between Natrona County and Johnson Controls, Inc.* ("Master Contract") and attachments. The Master Contract and attachments are collectively referred to as "this Contract." Following are the attachments:
 - A. *Price and Payment Terms*, JCI page 9 of 71 excluding the signature block,
 - B. *Equipment List (Selected Equipment to be serviced)*, JCI pages 10 of 71 through 28 of 71,
 - C. *Equipment Tasking*, JCI pages 29 of 71 through 63 of 71,
 - D. *Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)*, JCI page 64 of 71, and
 - E. *Terms and Conditions Definitions*, JCI pages 66 of 71 through 71 of 71 excluding paragraphs H, I, and K on JCI page 69 of 71.

3. **Master Contract Supersedes.** If there is a conflict or inconsistency between an attachment and the Master Contract, the Master Contract supersedes and shall control; all attachments are subordinate to the Master Contract.

4. **Parties' Responsibilities.** In consideration of the mutual covenants herein, the parties shall:
 - A. Contractor shall perform the scope of work described in this Contract.
 - B. County shall pay for Contractor's performance of work in accordance with this Contract particularly JCI pages 9 of 71 and 64 of 71 and Master Contract subsection 7(H).
 - C. Refrigerant is not included in this Contract, and Contractor will bill County separately for refrigerant.

5. **Effective Date and Term of Contract.** This contract becomes effective upon the date of the last required signature. The term of this contract is from its effective date through June 30, 2019.

6. **Contract Modification and Renewal.** Neither party has a right to modify or renew this Contract. However, if the parties agree, they may modify and/or renew this Contract only in writing signed and dated by all parties.

7. **General Provisions.**

- A. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
- B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party/parties.
- C. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
- D. **Waiver.** If a party waives a breach by the other party/parties of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
 - i. terminate this Contract, and/or
 - ii. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
 - iii. give written notice and time to cure the breach to Contractor, and/or
 - iv. pursue any other remedy allowed by law.
- F. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
- G. **Notices.** A party shall give notice to the other party/parties by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- H. **Availability of Funds.** This Contract is conditioned upon the availability of funds to County for this Contract. If such funds are not available to County, County may terminate this Contract without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.
- I. **Audit / Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County and its auditor and other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
- J. **Award of Related Contracts.** County may enter other contracts for services related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- L. **Governmental Immunity.** The parties do not waive and specifically retain all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.

- M. **Independent Contractor.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract. Contractor shall not incur any obligation or liability on behalf of County.
- N. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. the Civil Rights Act of 1964,
 - ii. the Fair Labor Standards Act,
 - iii. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*),
 - iv. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, *et seq.*),
 - v. the Age Discrimination Act of 1975 (ADEA),
 - vi. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, *et seq.*), and
 - vii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, *et seq.*).
- O. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- P. **Conflict of Interest.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- Q. **Certificate of Good Standing.** PRIOR to performing any other term of this Contract, Contractor shall provide a *Certificate of Good Standing* verifying its compliance with the unemployment insurance and workers' compensation programs.
- R. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- S. **Indemnification.** Contractor shall indemnify and defend County and its board members, officers, employees, agents, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance under this Contract.
- T. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of a public enemy, fire, flood, epidemic, quarantine restriction, freight embargo, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.
- U. **Timeline.** Time is of the essence in performance of this Contract.
- V. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.

W. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

X. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

 NATRONA COUNTY

JOHNSON CONTROLS, INC.

Chair, Board of Commissioners Date

 8/5/2016

Grant Havens, Service Foreman Date
Lee Hooker Branch General Manager

ATTEST:

County Clerk Date

Approved as to form
County Legal Department

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$96000.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

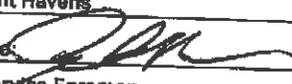
Invoices will be sent to the following location:

NATRONA CTY COMMISSIONERS OFFICE
200 NORTH CENTER ROOM 115
CASPER,WY 82601

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Grant Havens

Signature: 

Title: Service Foreman

Date: 7-7-16

By: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Customer PO#: _____

JCI Branch: JOHNSON CONTROLS EVANSVILLE WY - 0N49

5125 CARROLL COURT, SUITE 400

Address: PO BOX 280

EVANSVILLE WY 82636

Branch Phone: (866) 825-8861

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

ATTACHMENT B
 TO CONTRACT BETWEEN NATRONA COUNTY AND
 JOHNSON CONTROLS, INC.

Equipment List (Selected Equipment to be serviced)

NATRONA COUNTY HEALTH BUILDING **475 S SPRUCE ST**
CASPER, WY 82601-1759

Block Hours: Mechanical Heavy
 Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 4 Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #

RTU, Cool, Gas Htg, with Econo, 0-15T
 Quantity: 8
 Coverage Level: Premium

Services Provided
 # Visits and Options
 3 Operational
 1 Comprehensive
 4 Filters, Standard Pleated

Customer Tag	Manufacturer	Model #	Serial #
ROOF TOP UNITS/9 / 1			
ROOF TOP UNITS/9 / 3			
ROOF TOP UNITS/9 / 5			
ROOF TOP UNITS/9 / 8			

RTU, Cool, Gas Htg, with Econo, 0-15T
 Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 3 Operational
 1 Comprehensive
 2 Filters, Standard Pleated

Customer Tag	Manufacturer	Model #	Serial #

Water Heater, Gas, 50/300GAL
 Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 1 Comprehensive



JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Customer Tag	Manufacturer	Model #	Serial #
WHTR-SM7/0004			

NATRONA COUNTY CORONARS	HAT SIX RD CASPER, WY 82601-0000
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Furnace, All		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Basic		3	Operational
		1	Comprehensive
		4	Filters, Standard Pleated
Customer Tag	Manufacturer	Model #	Serial #
FURNACE			

Furnace, All		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Basic		3	Operational
		2	Filters, Standard Pleated
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
FURNACE			

Refrigeration, Freezer, Walk-In		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Basic		2	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
WALK-IN FREEZER			

NATRONA COUNTY HALL OF JUSTICE	201 N DAVID ST FL 2 CASPER, WY 82601-1867
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AHU, Mixed, Var Volume, 10-40HP		Services Provided	
Quantity: 7		#	Visits and Options
Coverage Level: Premium		2	Operational
		1	Comprehensive
		4	Filters, Standard Pleated

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Customer Tag	Manufacturer	Model #	Serial #
AHU-MED / 0011			
AHU-MED / 0012			
AHU-MED / 0013			
AHU-MED / 0014			
AHU-MED / 0015			
AHU-MED / 0016			
AHU-MED / 0017			

Air Compressor, Commercial, >20HP			
Quantity:	1	Services Provided	
Coverage Level:	Premium	#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
ACOMP-MED-0001			

Block Hours - Controls			
Quantity:	1	Services Provided	
Coverage Level:	Basic	#	Visits and Options
		4	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
BIGRA-S-V-0015			

Block Hours - Mechanical Heavy			
Quantity:	1	Services Provided	
Coverage Level:	Basic	#	Visits and Options
		8	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
MECH-HOURS			

Block Hours - Mechanical Heavy			
Quantity:	1	Services Provided	
Coverage Level:	Basic	#	Visits and Options
		1	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
OTLINE-PEATING			

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Block Hours - Pneumatic			
Quantity: 1		Services Provided	
Coverage Level: Basic		#	Visits and Options
		10	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
PNEUMATIC CONTROL			

Boiler, Gas, HW 120-750MBH 50-300HP			
Quantity: 1		Services Provided	
Coverage Level: Premium		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
BOILER/0002			

Boiler, Gas, HW <120MBH 50HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
BLR-SML/0003			
BLR-SML / 0004			

Buildup Unit, Supply-Return Fan, <10HP			
Quantity: 4		Services Provided	
Coverage Level: Premium		#	Visits and Options
		2	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
RETURN FAN/			
RETURN FAN/4 / 1			
RETURN FAN/			
RETURN FAN/4 / 3			

Chiller, Air Cooled, Reciprocating, 100-249 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		#	Visits and Options
		2	Operational
		1	Comprehensive
		1	Oil Analysis (2 Circuits)
Customer Tag	Manufacturer	Model #	Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Condensing Unit, Air Cooled, (0-10T)

Quantity: 2
 Coverage Level: Premium

Services Provided	
#	Visits and Options
1	Operational
1	Comprehensive
1	Condenser Coil Cleaning

Customer Tag	Manufacturer	Model #	Serial #
ACCU-SML / 0003			

Fan, Exhaust Fan, Ceiling Mounted, 0- 5HP

Quantity: 5
 Coverage Level: Premium

Services Provided	
#	Visits and Options
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
EF-SML / 0014			
EF-SML / 0015			
EF-SML / 0016			
EF-SML / 0017			

Fan, Exhaust Fan, Ceiling Mounted, 6 - 15HP

Quantity: 2
 Coverage Level: Premium

Services Provided	
#	Visits and Options
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
EF-MED / 0001			

Fan, Exhaust Fan, Ceiling Mounted, >15HP

Quantity: 1
 Coverage Level: Premium

Services Provided	
#	Visits and Options
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
EF-LGV / 0005			

Heat Exchanger-All

Quantity: 5

Services Provided

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Coverage Level: Premium	#	Visits and Options
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
HEX-ALL / 0001		
HEX-ALL / 0002		
HEX-ALL / 0003		
HEX-ALL / 0004		
HEX-ALL / 0005		

Pump - Circulating, 10 - 40HP		
Quantity: 4		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
CHILLED WATER PUMP		
CHILLED WATER PUMP		
HOT WATER PUMP		
HOT WATER PUMP		

Pump - Circulating, <10HP		
Quantity: 4		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
PUMP-SML / 0012		
PUMP-SML / 0013		
PUMP-SML / 0014		
PUMP-SML / 0015		

Refrigerated Air Dryer		
Quantity: 1		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
RAD-AB / 0001		

Unit Heater		
Quantity: 10		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Comprehensive

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Customer Tag	Manufacturer	Model #	Serial #
UH-ALL / 0021			
UH-ALL / 0022			
UH-ALL / 0023			
UH-ALL / 0024			
UH-ALL / 0025			
UH-ALL / 0026			
UH-ALL / 0027			
UH-ALL / 0028			
UH-ALL / 0029			
UH-ALL / 0030			

Water Heater, Gas, <150GAL	
Quantity: 1	Services Provided
Coverage Level: Premium	# Visits and Options
	1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
WHTR-SM / 0006			

NATRONA COUNTY LIBRARY	307 E-2ND ST CASPER, WY 82601-2505
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AHU, Mixed, Const Volume, 10-40HP	
Quantity: 2	Services Provided
Coverage Level: Premium	# Visits and Options
	3 Operational
	4 Filters, Standard Pleated
	1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
AHU-MED / 0008			
AHU-MED / 0009			

Block Hours - Controls	
Quantity: 1	Services Provided
Coverage Level: Premium	# Visits and Options
	4 Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #
DistriVersion / 0000			

Condensing Unit, Air-Cooled, (11-20T)	
Quantity: 2	Services Provided

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Coverage Level: Premium	#	Visits and Options
	1	Operational
	1	Comprehensive
	1	Condenser Coil Cleaning
Customer Tag	Manufacturer	Model # Serial #
ACCU-MED / 0001		
ACCU-MED / 0002		

Fan, Exhaust Fan, Ceiling Mounted, 0 - SHP		
Quantity: 3		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
EF-SML / 0008		
EF-SML / 0009		
EF-SML / 0010		

Furnace, All		
Quantity: 1		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	2	Filters, Standard Pleated
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
RENNOX FURNACE		

RTU, Cool Only, with Econo, 0-15T		
Quantity: 3		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
	4	Filters, Standard Pleated
Customer Tag	Manufacturer	Model # Serial #
PKG-SML / 0002		
PKG-SML / 0003		
PKG-SML / 0004		

RTU, Cool Only, with Econo, 0-15T		
Quantity: 1		
Coverage Level: Premium	Services Provided	
	#	Visits and Options
	1	Operational
	1	Comprehensive
	3	Filters, Standard Pleated
Customer Tag	Manufacturer	Model # Serial #
PKG-SML / 0001		

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Unit Heater

Quantity: 2
 Coverage Level: Premium

Services Provided

Visits and Options
 1 Operational
 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

UH-ALL / 0015

Water Heater, Gas, <150GAL

Quantity: 1
 Coverage Level: Premium

Services Provided

Visits and Options
 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

WHTR-SML / 0002

NATRONA COUNTY COURTHOUSE

200 N CENTER ST RM 205
 CASPER, WY 82601-1937

AHU, Mixed, Var Volume, 10-40HP

Quantity: 6
 Coverage Level: Premium

Services Provided

Visits and Options
 3 Operational
 1 Comprehensive
 4 Filters, Standard Pleated

Customer Tag

Manufacturer

Model #

Serial #

AHU-MED / 0002

AHU-MED / 0003

AHU-MED / 0004

AHU-MED / 0005

AHU-MED / 0006

AHU-MED / 0007

McQuay International

McQuay International

McQuay International

McQuay International

Trane

3MK00122-04

3MK00122-04

LSL106CB

LSL106CB

M41B

LSL111CH

LSL111CH

3KL00088

3KL00088

U79G10540

AHU, Mixed, Var Volume, 10-40HP

Quantity: 1
 Coverage Level: Premium

Services Provided

Visits and Options
 2 Operational
 1 Comprehensive
 4 Filters, Standard Pleated

Customer Tag

Manufacturer

Model #

Serial #

AHU-MED / 0001

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Air Compressor, Commercial, <5HP			
Quantity:	1		
Coverage Level:	Premium		
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
AIR COMPRESSOR			

Block Hours - Controls			
Quantity:	1		
Coverage Level:	Basic		
		Services Provided	
		#	Visits and Options
		4	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
DIGITAL CONTROLS			

Block Hours - Mechanical Heavy			
Quantity:	1		
Coverage Level:	Basic		
		Services Provided	
		#	Visits and Options
		9	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
MECH HOURS			

Block Hours - Mechanical Heavy			
Quantity:	1		
Coverage Level:	Basic		
		Services Provided	
		#	Visits and Options
		2	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
CHILLER CLEANING			

Block Hours - Pneumatic			
Quantity:	1		
Coverage Level:	Basic		
		Services Provided	
		#	Visits and Options
		4	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
PNEUMATIC CONTROLS			



JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 3
 Coverage Level: Premium

Services Provided
 # Visits and Options
 3 Operational
 1 Comprehensive

Customer Tag **Manufacturer** **Model #** **Serial #**

Chiller, Air Cooled, Reciprocating, 100-249 Tons

Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 2 Operational
 1 Comprehensive
 1 Oil Analysis (2 Circuits)

Customer Tag **Manufacturer** **Model #** **Serial #**

Comp. Room Unit, In Room, 0-15T

Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 2 Operational
 1 Comprehensive

Customer Tag **Manufacturer** **Model #** **Serial #**

Condensing Unit, Air Cooled, (0-10T)

Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 2 Operational
 1 Comprehensive

Customer Tag **Manufacturer** **Model #** **Serial #**

Expansion Tank

Quantity: 1
 Coverage Level: Premium

Services Provided
 # Visits and Options
 2 Operational

Customer Tag **Manufacturer** **Model #** **Serial #**

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP			
Quantity: 7			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
EF-SML / 0001			
EF-SML / 0002			
EF-SML / 0003			
EF-SML / 0004			
EF-SML / 0005			
EF-SML / 0006			
EF-SML / 0007			

Fan, Exhaust Fan, Ceiling Mounted, 6 - 15HP			
Quantity: 1			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
EF-LG / 0001			

Fan, Exhaust Fan, Ceiling Mounted, >15HP			
Quantity: 2			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
EF-LG / 0002			
EF-LG / 0003			

Heat Exchanger-Air			
Quantity: 1			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		3	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
HEAT-EXCHANGER			

Pump Circulating, 10 - 40HP			
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JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Quantity: 2	Coverage Level: Premium	Services Provided	
		#	Visits and Options
		2	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
PUMP-MED / 0001			
PUMP-MED / 0002			

Pump - Circulating, <10HP			
Quantity: 6	Coverage Level: Premium	Services Provided	
		#	Visits and Options
		2	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
PUMP-SML / 0002			
PUMP-SML / 0003			
PUMP-SML / 0004			
PUMP-SML / 0005			
PUMP-SML / 0006			
PUMP-SML / 0007			

Unit Heater			
Quantity: 14	Coverage Level: Premium	Services Provided	
		#	Visits and Options
		2	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
ELECTRIC HEATER			
UNIT HEATER/13			
UNIT HEATER/13			
UNIT HEATER/13 / 10			
UNIT HEATER/13			
UNIT HEATER/13 / 12			
UNIT HEATER/13 / 2			
UNIT HEATER/13 / 3			
UNIT HEATER/13 / 4			
UNIT HEATER/13 / 5			
UNIT HEATER/13 / 6			
UNIT HEATER/13 / 7			
UNIT HEATER/13 / 8			
UNIT HEATER/13 / 9			

Water Heater, Gas, <150GAL			
Quantity: 1	Coverage Level: Premium	Services Provided	
		#	Visits and Options
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
WATER-SML / 0001			

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

NATRONA COUNTY AG BUILDING	2011 FAIRGROUNDS RD CASPER, WY 82604-2901
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AHU, Mixed, Const Volume, <10HP		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Premium		2	Operational
		1	Comprehensive
		4	Filters, Standard Pleated
Customer Tag	Manufacturer	Model #	Serial #
AHU-MES/70000			

Air Compressor, Commercial, <5HP		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Premium		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
ACOMP-SM/7000			

Air Compressor, Commercial, <5HP		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Premium		1	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
ACOMP-SM/7000			

Block Hours - Pneumatic		Services Provided	
Quantity: 1		#	Visits and Options
Coverage Level: Basic		4	Preventive Maintenance
Customer Tag	Manufacturer	Model #	Serial #
PNEUMATIC-CONTROLS			

Boiler, Gas, HW <120MBH 50HP		Services Provided	
Quantity: 1			

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Coverage Level: Premium	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
BLR-SMD / 0002		

Chiller, Air Cooled, Scroll, 61-100 Tons		
Quantity: 1		
Coverage Level: Premium	#	Visits and Options
	3	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #

Fan Coil Unit, Ceiling Mounted, >7.5T		
Quantity: 2		
Coverage Level: Premium	#	Visits and Options
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
FCU-LG / 0001		
FCU-LG / 0002		

Fan, Exhaust Fan, Ceiling Mounted, 0-5HP		
Quantity: 2		
Coverage Level: Premium	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
EF-SML / 0011		
EF-SML / 0012		

Pump - Circulating, 10-40HP		
Quantity: 1		
Coverage Level: Premium	#	Visits and Options
	1	Operational
	1	Comprehensive
Customer Tag	Manufacturer	Model # Serial #
PUMP-RED / 0003		

Pump - Circulating, <10HP		
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JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Quantity: 1 Coverage Level: Premium	Services Provided # Visits and Options 1 Operational 1 Comprehensive
Customer Tag PUMP-SML-7001-5	Manufacturer Model # Serial #

Unit Heater Quantity: 1 Coverage Level: Premium	Services Provided # Visits and Options 1 Comprehensive
Customer Tag UH-FAL-70020	Manufacturer Model # Serial #

Water Heater Gas, <150GAL Quantity: 1 Coverage Level: Premium	Services Provided # Visits and Options 1 Comprehensive
Customer Tag WH-FAL-SML-1085	Manufacturer Model # Serial #

TOWNSEND JUSTICE CENTER **115 N CENTER ST**
CASPER, WY 82601-1938

AHU, Mixed Vari Volume, 10-40HP Quantity: 12 Coverage Level: Premium	Services Provided # Visits and Options 3 Operational 1 Comprehensive
Customer Tag	Manufacturer Model # Serial #

Boiler, Gas, HW, <120MBH 50HP Quantity: 3 Coverage Level: Premium	Services Provided # Visits and Options 1 Operational
Customer Tag	Manufacturer Model # Serial #

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Boiler, Gas, Steam, <120MBH 50HP			
Quantity: 1			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		2	Operational
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Chiller, Water Cooled, Screw (Multiple Compressors), 80-120 Tons			
Quantity: 2			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		3	Operational
		1	Seasonal Start-up
		1	Condenser Tube Brushing (removal and replacement of one head only)
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
		WILL UPDATE IN THE FIELD	WILL UPDATE IN THE FIELD

Comp Room Unit, In Room, 0-15T			
Quantity: 1			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		3	Operational
		1	Comprehensive
		4	Filters, Standard
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Controls, Siemens, Fume Hood Controller			
Quantity: 1			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Fan, Exhaust Fan, Ceiling Mounted, 0-5HP			
Quantity: 15			
Coverage Level: Premium			
		Services Provided	
		#	Visits and Options
		1	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR COUNTY OF NATRONA

Filters, Standard Pleated, Small - Quarterly

Quantity: 50
 Coverage Level: Premium

Services Provided
 # Visits and Options
 4 Operational

Customer Tag Manufacturer Model # Serial #

Heat Pump, Water Cooled, 6 - 10T

Quantity: 2
 Coverage Level: Premium

Services Provided
 # Visits and Options
 1 Operational

Customer Tag Manufacturer Model # Serial #

Operational

Quantity: 3
 Coverage Level:

Services Provided
 # Visits and Options
 10 Material
 120 Labor

Customer Tag Manufacturer Model # Serial #

Pump - Circulating, 10 - 40HP

Quantity: 4
 Coverage Level: Premium

Services Provided
 # Visits and Options
 2 Operational
 1 Comprehensive

Customer Tag Manufacturer Model # Serial #

Pump - Hot Water, 10 - 40HP

Quantity: 3
 Coverage Level: Premium

Services Provided
 # Visits and Options
 1 Operational

Customer Tag Manufacturer Model # Serial #

Unit Heater

Quantity: 6
 Coverage Level: Premium

Services Provided
 # Visits and Options

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
		1 1	Operational Comprehensive

Equipment Tasking

AHU, Mixed, Const Volume, 10-40HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check starter and contactor
- Check and tighten electrical connections
- Inspect pilot and safeties (as applicable)
- Check flame quality
- Check coil conditions
- Check filter condition
- Check and clean condensate pan and drain if accessible
- Check safety control set points
- Check damper operation and lubricate as required
- Change belt(s)
- Check valve(s)
- Check and lubricate fan and motor bearings
- Check for proper fan rotation
- Check condition of blower assembly
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Complete any required maintenance checklists, report observations to appropriate

customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check belt(s) (if applicable)
- Check coil conditions
- Check condensate pan and drain if accessible
- Check filter condition
- Visually inspect damper(s)
- Check fan operation
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

AHU, Mixed, Const Volume, <10HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check starter and contactor
- Check and tighten electrical connections
- Inspect pilot and safeties (as applicable)
- Check flame quality
- Check coil conditions
- Check filter condition
- Check and clean condensate pan and drain if accessible
- Check safety control set points
- Check damper operation and lubricate as required
- Change belt(s)
- Check valve(s)
- Check and lubricate fan and motor bearings
- Check for proper fan rotation
- Check condition of blower assembly
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate

customer representative

Filters, Standard Pleated

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check belt(s) (if applicable)
- Check coil conditions
- Check condensate pan and drain if accessible
- Check filter condition
- Visually inspect damper(s)
- Check fan operation
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

AHU, Mixed, Vari Volume, 10-40HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check starter and contactor
- Check and tighten electrical connections

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA

- Inspect pilot and safeties (as applicable)
- Check flame quality
- Check coil conditions
- Check filter condition
- Check and clean condensate pan and drain if accessible
- Check safety control set points
- Check damper operation and lubricate as required
- Change belt(s)
- Check valve(s)
- Check and lubricate fan and motor bearings
- Check for proper fan rotation
- Check condition of blower assembly
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check belt(s) (If applicable)
- Check coil conditions
- Check condensate pan and drain if accessible
- Check filter condition
- Visually inspect damper(s)
- Check fan operation
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment

Complete any required maintenance checklists, report observations to appropriate customer representative

Air Compressor, Commercial, <5HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check and clean air filters
Check safety relief valve
Clean area around equipment
Drain tank and filter bowl
General maintenance
Oil motor
Check crankcase oil
Check drive system
Check air drier condenser coil
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check and clean air filters
Check safety relief valve
Clean area around equipment
Drain tank and filter bowl
General maintenance
Oil motor
Check crankcase oil
Check drive system
Check air drier condenser coil
Complete any required maintenance checklists, report observations to appropriate customer representative

Air Compressor, Commercial, >20HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite

- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check and clean air filters
- Check safety relief valve
- Clean area around equipment
- Drain tank and filter bowl
- General maintenance
- Oil motor
- Check crankcase oil
- Check drive system
- Check air drier condenser coil
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check and clean air filters
- Check safety relief valve
- Clean area around equipment
- Drain tank and filter bowl
- General maintenance
- Oil motor
- Check crankcase oil
- Check drive system
- Check air drier condenser coil
- Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Controls

Preventive Maintenance

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Perform scheduled block hour tasks
- Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Mechanical Heavy

Preventive Maintenance

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Perform scheduled block hour tasks
- Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Pneumatic

Preventive Maintenance

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Perform scheduled block hour tasks
- Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas, HW 120-750MBH 50-300HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check contactor(s)
- Check and tighten electrical connections
- Check gas pressure regulator
- Check and clean ignition and flame safeguard
- Clean combustion fan wheel
- Check flame quality
- Perform pilot turndown test (if applicable)
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check all safeties

- Check operating controls
- Lift relief valve to ensure proper operation
- Blow down low water cut-off
- Clean low water cut-off
- Check motor and fan bearing(s) Lubricate as required
- Check temperature and pressure
- Check make-up water operation
- Check for leaks
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check gas pressure regulator
- Check ignition and flame safeguard
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check all safeties
- Check relief valves for leakage
- Assure fuel shutoff
- Blow down low water cut-off
- Check motor and fan bearing(s) Lubricate as required
- Check temperature and pressure
- Check electrical connections
- Check make-up water operation
- Check for leaks
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas, HW <120MBH 50HP

Comprehensive

- Use appropriate eye protection In work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check contactor(s)

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA

- Check and tighten electrical connections
- Check gas pressure regulator
- Check and clean Ignition and flame safeguard
- Clean combustion fan wheel
- Check flame quality
- Perform pilot turndown test (if applicable)
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check all safeties
- Check operating controls
- Lift relief valve to ensure proper operation
- Blow down low water cut-off
- Clean low water cut-off
- Check motor and fan bearing(s) Lubricate as required
- Check temperature and pressure
- Check make-up water operation
- Check for leaks
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check gas pressure regulator
- Check Ignition and flame safeguard
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check all safeties
- Check relief valves for leakage
- Assure fuel shutoff
- Blow down low water cut-off
- Check motor and fan bearing(s) Lubricate as required
- Check temperature and pressure
- Check electrical connections
- Check make-up water operation
- Check for leaks
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas, Steam, <120MBH 50HP

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check gas pressure regulator
- Check ignition and flame safeguard
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check all safeties
- Check relief valves for leakage
- Assure fuel shutoff
- Blow down low water cut-off
- Check motor and fan bearing(s) Lubricate as required
- Check temperature and pressure
- Check electrical connections
- Check make-up water operation
- Check for leaks
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage

- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Builtup Unit, Supply-Return Fan, <10HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check operation of control system and dampers
- Check safeties
- Check sheaves and pulleys for wear and alignment
- Check step controller (as applicable)
- Check and tighten bolts, set screws and collars
- Check supply and control air pressures
- Check thermal cutout on electric heaters (as applicable)

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA

- Clean area around equipment
- Clean starter and cabinet
- Check and tighten electrical connections
- Inspect fan wheel and shaft for wear
- Log operating conditions system stabilizer
- Lube fan shaft and motor bearings
- Motor lead megohm test
- Test high static pressure
- Check belt guard
- Test low static pressure
- Test low temperature safety devices
- Check belts and adjust tension
- Perform Annual Comprehensive maintenance tasks in addition to inspection and testing procedures
- Check condition of contacts
- Check contactors for free and smooth operation
- Check damper wear, security and linkage
- Check fan blades
- Check fan and motor bearings
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check sheaves and pulleys for wear and alignment
- Check supply and control air pressures
- Clean area around equipment
- Check and tighten electrical connections
- Inspect fan wheel and shaft for wear
- Test high static pressure
- Check belt guard
- Test low static pressure
- Test low temperature safety devices
- Check belts and adjust tension
- Check condition of contacts
- Check contactors for free and smooth operation
- Check fan blades
- Check fan and motor bearings
- Complete any required maintenance checklists, report observations to appropriate customer representative

Chiller, Air Cooled, Reciprocating, 100-249 Tons

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite

- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Oil Analysis (2 Circuits)

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Remove sample in approved container
- Drop off for analysis
- Label and complete paperwork indicating present operating conditions
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper chilled water flow
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)

- Check for proper capacity control operation
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Scroll, 61-100 Tons

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories

- Check for proper chilled water flow
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check for proper capacity control operation
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, Screw (Multiple Compressors), 80-120 Tons

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check oil separator level
- Verify oil heater operation
- Perform lock-out and tag-out procedure
- Inspect contactors for wear
- Meg compressor motors and record results
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Tube Brushing
(removal and
replacement of one head
only)

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI Ground Fault Circuit Interrupter safety process while working

with electrical tool and equipment
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Isolate tubes
Drain water from tubes
Remove head
Mechanically brush tubes
Replace gasket
Replace head
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper condenser and chilled water flow
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check oil separator level
Check for proper capacity control operation
Check for proper oil temperature and pressure
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Check for proper operation of oil return system
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
Use and follow the JCI process for handling and working with Used Oil
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative to coordinate the startup of the

system

- Remove shutdown tag from unit
- Verify the chilled and condenser water valves are in their proper operating position
- Check for proper condenser and chilled water flow
- Start the chiller
- Review control panel for proper operation and recorded fault histories
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check oil separator level
- Check for proper capacity control operation
- Check for proper oil temperature and pressure
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check overall condition of unit
- Check for proper operation of oil return system
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Comp Room Unit, In Room, 0-15T

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check humidifier operation
- Check humidifier water and pan
- Replace humidifier canister (customer provided)
- Clean condensate pan
- Check temperatures and pressures
- Check unit charge
- Perform refrigerant leak check
- Check motor operation Lubricate as required
- Check and tighten electrical connections
- Check contactor(s)
- Check operating controls
- Check safeties
- Check water make-up valve for leaks
- Check for proper fan rotation
- Change and align belt(s)
- Check coil conditions
- Check filter
- Clean condensate pan and drain (if accessible)
- Clean humidifier pan (if applicable)
- Check for glycol leaks (if applicable)
- Check overall condition of unit
- Clean area around equipment

Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Replace air filters per agreement
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check humidifier operation
Check humidifier water and pan
Check condensate pan for deposits
Check temperatures and pressures
Check unit charge
Check motor operation
Check water make-up valve for leaks
Check for proper fan rotation
Check belt(s) (if applicable)
Visually Inspect belt alignment
Check coil conditions
Check filter
Check condensate pan and drain if accessible
Check control set points
Check for glycol leaks (if applicable)
Check overall condition of unit
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Condensing Unit, Air Cooled, (0-10T)

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite

- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Check with appropriate customer representative for operational deficiencies
- Check compressor oil level(s)
- Inspect starter
- Check crankcase heater
- Conduct refrigerant leak test
- Check and tighten electrical connections
- Check safeties
- Check operating controls
- Check contactor(s)
- Check condition of condenser coils
- Check condenser fan motor(s) and blade(s)
- Check for proper fan rotation
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Condenser Coil Cleaning

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check system pressures and temperatures
- Check refrigerant charge

- Check compressor oil level(s)
- Inspect starter
- Check crankcase heater
- Visually inspect for refrigerant and oil leaks
- Check electrical connections
- Check condition of condenser coils
- Check condenser fan motor(s) and blade(s)
- Check for proper fan rotation
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Condensing Unit, Air Cooled, (11-20T)

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Check with appropriate customer representative for operational deficiencies
- Check compressor oil level(s)
- Inspect starter
- Check crankcase heater
- Conduct refrigerant leak test
- Check and tighten electrical connections
- Check safeties
- Check operating controls
- Check contactor(s)
- Check condition of condenser coils
- Check condenser fan motor(s) and blade(s)
- Check for proper fan rotation
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Condenser Coil Cleaning

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check system pressures and temperatures
Check refrigerant charge
Check compressor oil level(s)
Inspect starter
Check crankcase heater
Visually inspect for refrigerant and oil leaks
Check electrical connections
Check condition of condenser coils
Check condenser fan motor(s) and blade(s)
Check for proper fan rotation
Check for unusual noise and vibration
Check overall condition of unit
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Controls, Siemens, Fume Hood Controller

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Visually inspect
Calibrate points as required
Check power supply voltages
Check wiring and setting of all circuit boards
Check communications and calibrate as needed
Clean panel as needed
Verify point operation (Exercise manual operation as applicable)
Perform corrective measures as appropriate to resolve discrepancies (Document In

notes section)

Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Check with appropriate customer representative for operational deficiencies

Visually inspect

Verify point operation (Exercise manual operation as applicable)

Complete any required maintenance checklists, report observations to appropriate customer representative

Expansion Tank

Operational

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Check with appropriate customer representative for operational deficiencies

Check for leaks

Check for proper air cushion

Clean area around equipment

Complete any required maintenance checklists, report observations to appropriate customer representative

Fan Coil Unit, Ceiling Mounted, >7.5T

Comprehensive

Use appropriate eye protection in work environment

Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite

Use and follow the JCI safety policy for Fall Protection while performing work

Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery

Check with appropriate customer representative for operational deficiencies

Check starter and contactor

Check and tighten electrical connections

Inspect pilot and safeties (as applicable)

Check coil conditions

Check filter condition

Check and clean condensate pan and drain if accessible

Check safeties

Change belt(s) (if applicable)

Check valve(s)

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA

- Check and lubricate fan and motor bearings
- Check for proper fan rotation
- Check condition of blower assembly
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check rain guard
- Check and tighten electrical connections
- Clean area around equipment
- Inspect starter
- Lubricate as required
- Motor operating amps
- Check bearing wear
- Check belt guard
- Check belt(s) (if applicable)
- Check drive condition
- Check electrical contacts
- Check fan blades
- Check for proper rotation
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check rain guard
- Check and tighten electrical connections
- Clean area around equipment
- Inspect starter
- Lubricate as required
- Motor operating amps
- Check belt guard
- Check belt(s) (if applicable)
- Check drive condition

Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 6 - 15HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check bearing wear
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation

Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, >15HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check bearing wear
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated, Small - Quarterly

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Complete any required maintenance checklists, report observations to appropriate customer representative

Furnace, All

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Cycle thermostat and check for proper operation
- Check fan operation
- Check for unusual noise or vibration
- Check condition and operation of electric heat coil (if applicable)
- Check condition of heat exchanger and flue (if applicable)
- Check operation of gas power vents (if applicable)
- Inspect, clean and test operation of gas train valves, pilot/igniter assemblies and burner (if applicable)
- Check gas piping for leaks (if applicable)
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off

- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Cycle thermostat and check for proper operation
- Check fan operation
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Heat Exchanger-All

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Check operating and safety controls, adjust as needed
- Inspect for system leaks
- Inspect structural elements and mounting points for vibration, corrosion, damage and secureness (Document any problems and corrections)
- Check for fouling
- Confirm system flow
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Heat Pump, Water Cooled, 6 - 10T

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies

- Check system pressures and temperatures
- Check refrigerant charge
- Check compressor oil level(s)
- Inspect starter
- Check crankcase heater
- Visually inspect for refrigerant and oil leaks
- Check operation of reversing valve
- Check condenser water flow
- Check condition of evaporator coil(s)
- Check belt(s) (if applicable)
- Check filter
- Check fan operation
- Check for unusual noise and vibration
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pump - Circulating, 10 - 40HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check amperage
- Check for leaks
- Check starter and contactor
- Check and tighten electrical connections
- Check coupling
- Lubricate bearing(s)
- Check for unusual noise and vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check pressures
- Visually inspect coupling

Check for unusual noise and vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Pump - Circulating, <10HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check amperage
Check for leaks
Check starter and contactor
Check and tighten electrical connections
Check coupling
Lubricate bearing(s)
Check for unusual noise and vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection In work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Pump - Hot Water, 10 - 40HP

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work

- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check pressures
- Visually inspect coupling
- Check for unusual noise and vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

RTU, Cool Only, with Econo, 0-15T

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check safeties
- Check contactor(s)
- Change belt(s)
- Check coil conditions
- Check filter condition
- Visually inspect damper(s) Lubricate as required
- Check fan operation
- Lubricate bearings
- Check condenser fan motor(s) and blade(s)
- Check for visible refrigerant leaks
- Clean condensate pan and drain
- Check for unusual noises, vibration and wear Report recommendations
- Check overall condition of unit
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Replace air filters per agreement
- Turn equipment off
- Remove dirty filters
- Install new filters

Turn equipment on
Dispose of dirty filter appropriately
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check system temperatures and pressures
Check belt(s) (if applicable)
Check coil conditions
Check filter condition
Check economizer (if applicable)
Check fan operation
Check condenser fan motor(s) and blade(s)
Check for visible refrigerant leaks
Check condensate drain
Check for unusual noises, vibration and wear Report recommendations
Check overall condition of unit
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

RTU, Cool, Gas Htg, with Econo, 0-15T

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check safeties
Check contactor(s)
Clean burner assembly
Check igniter
Change belt(s)
Check coil conditions
Check filter condition
Visually inspect damper(s) Lubricate as required
Check fan operation
Lubricate bearings
Check condenser fan motor(s) and blade(s)
Check for visible refrigerant leaks
Clean condensate pan and drain

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR COUNTY OF NATRONA**

Check for unusual noises, vibration and wear Report recommendations
Check overall condition of unit
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Filters, Standard Pleated

Use appropriate eye protection In work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Replace air filters per agreement
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection In work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check system temperatures and pressures
Check belt(s) (if applicable)
Check coil conditions
Check filter condition
Check economizer (if applicable)
Check fan operation
Check condenser fan motor(s) and blade(s)
Check for visible refrigerant leaks
Check condensate drain
Check for unusual noises, vibration and wear Report recommendations
Check overall condition of unit
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Refrigerated Air Dryer

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work

- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Brush condenser and cover grills
- Operate drain trap and bypass valve
- Inspect fan and motor mountings for security
- Inspect for unusual noises, vibration, odor, etc
- Measure refrigerant temperature (record in table)
- Verify overall operation and condition
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Operate drain trap and bypass valve
- Verify overall operation and condition
- Complete any required maintenance checklists, report observations to appropriate customer representative

Refrigeration, Freezer Walk-in

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFCs, HCFCs and HRCs refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- Check with appropriate customer representative for operational deficiencies
- Inspect door(s)
- Clean coil(s)
- Check and tighten electrical connections
- Check safeties
- Check for leaks
- Check operating temperatures
- Check drain lines and heaters
- Inspect defrost systems for proper operation
- Check for unusual noise and vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Check with appropriate customer representative for operational deficiencies
- Check condenser
- Check pressures
- Inspect door(s)
- Check coil(s)
- Check electrical connections
- Check operating temperatures
- Inspect defrost systems for proper operation
- Check for unusual noise and vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Unit Heater

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Cycle thermostat and check for proper operation
- Check fan operation
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Cycle thermostat and check for proper operation
- Check fan operation
- Check for unusual noise or vibration
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Water Heater, Gas, 150-300GAL

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check temperature
Check and tighten electrical connections
Check gas pressure
Clean flame sensor
Clean igniter
Blow down tank
Inspect water condition
Lift relief valve to ensure proper operation
Check for leaks
Check for unusual noise or vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Water Heater, Gas, <150GAL

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check temperature
Check and tighten electrical connections
Check gas pressure
Clean flame sensor
Clean igniter
Blow down tank
Inspect water condition
Lift relief valve to ensure proper operation
Check for leaks
Check for unusual noise or vibration
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

ATTACHMENT D
TO CONTRACT BETWEEN NATRONA COUNTY AND
JOHNSON CONTROLS, INC.

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$96000.00	Quarterly
Year2	\$98880.00	Quarterly
Year3	\$101845.00	Quarterly

**TERMS AND CONDITIONS
DEFINITIONS**

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

PREMISES means those Customer premises where the Covered Equipment is located.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

CENTRAL STATION MONITORING means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement.

JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement).

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. **CENTRAL STATION MONITORING OR REMOTE OPERATING SERVICES.** If Central Station Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, and phone numbers of all persons authorized to enter the Premises during periods when such premises are closed for business. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules.

6. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in

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proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. ADDITIONAL TERMS RELATING TO CENTRAL STATION MONITORING OF INTRUSION, FIRE, AND OTHER LIFE SAFETY SYSTEMS

1. Alarm Dispatches. JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable efforts to transmit the signal to the appropriate police, fire department, or other emergency response agency having jurisdiction (unless there is reason to believe that an emergency condition does not exist), and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

3. False or Unnecessary Alarms and Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for any fines, penalties, or charges assessed as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith.

D. EXCLUSIONS

1. JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (d) the furnishing of materials and supplies for painting or refinishing equipment;
- (e) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis; and
- (f) replacement of obsolete parts.

2. JCI's Services and warranty obligations do not include repairs or service required as the result of:

- (a) abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- (b) issues caused by or related to equipment not covered by this Agreement or attachments made to Covered Equipment;

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- (c) acts or omissions of the Customer, including but not limited to operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- (d) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- (e) issues resulting from site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges");
- (f) the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- (g) any other issues or failures not specifically covered by this Agreement; or
- (h) any other issues caused by occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

E. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

F. STANDARD OF CARE AND WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner. JCI will promptly re-perform any non-conforming Services for no charge, as long as Customer provides written notice to JCI within one (1) calendar year from the date the Services were performed. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. Customer must promptly notify JCI in writing of any defect or non-conformance of the Services, parts, or equipment. Upon receipt of such written notice from Customer, JCI will repair or replace (at JCI's option) the defective equipment or re-perform the defective Services. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

G. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

Customer warrants it has given JCI all information concerning the condition of the Covered Equipment.

The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser and boiler water treatment for the proper functioning of Covered Equipment;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the

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operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction and if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Central Station Monitoring, Remote Operating Services, and Central Station Monitoring with Open or Close Services may be immediately canceled by either party if JCI's central station, connecting wires, or monitoring systems are destroyed by fire or other

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catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

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1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

[END OF DOCUMENT]

**Contract between Natrona County
and Professional Cleaning Systems, LLC**

1. **Parties.** The parties to this contract are Natrona County ("County") and Professional Cleaning Systems, LLC ("Contractor"). The parties' respective contact information is:

Natrona County
Attn: William Roybal
Property Management / Maintenance
200 N Center ST, Room 115
Casper, WY 82601
307-262-9441

Francis D. Leff
Professional Cleaning Systems, LLC
951 N Poplar ST, 120
Casper, WY 82601

2. **Purpose of Contract.** Acquire janitorial services for the Natrona County Agricultural Extension Office located at 2011 Fairgrounds Road, Casper, Wyoming (the "Facility"). In consideration of the mutual covenants herein, the parties agree as follows:

- A. **Contractor's Responsibilities.** Contractor, itself, through its employees, and/or its other agents shall perform as follows:

- i. Contractor shall perform the work in and about the Facility specified in attached Exhibit A, General Cleaning Specifications (the "Work").
- ii. Contractor shall provide all equipment and supplies necessary to perform the Work.
 - In the Facility area(s) assigned to store supplies, Contractor shall post a material safety data warning sheet for each hazardous chemical it uses as required by OSHA.
- iii. Contractor shall perform the Work in a manner which maintains the security and best interest of the County. Including, but not limited to:
 - Contractor shall not:
 - disturb papers on desks, shelves, credenzas, or elsewhere;
 - open drawers or cabinets; nor
 - use a Facility telephone.
 - Contractor shall comply with all instructions and regulations for the Facility.
 - Contractor shall keep all supplies, equipment, work clothes, and work tools in the area assigned in a neat and clean manner when not in use.
 - Contractor shall keep its cleaning personnel shall remain in his/her assigned work area.
 - Contractor shall keep all spaces locked except when Contractor is performing the Work in that space unless County instructs otherwise.
 - If County requests it, Contractor shall provide the name, address, and date of birth of its employees and any other agents performing the Work. Contractor shall also require its employees and any other agents performing the Work to complete a questionnaire and/or sign a release for a background check if the County requests.
- iv. Contractor shall be reasonably available to perform additional cleaning services ("Special Cleaning") as requested by County. Following is a nonexclusive list of examples:
 - cleaning the inside and/or outside of windows,
 - cleaning ceilings,
 - cleaning up leaks and spills,
 - cleaning up after a sewer back up,
 - shampooing carpets, and
 - cleaning up after construction.
- v. Contractor shall maintain and provide proof of a \$10,000 janitorial surety bond for faithful performance of Contractor's responsibilities under this Contract.

- B. **County's Responsibilities.** County shall pay contractor:
- i. \$2,566 per month for the Work and
 - ii. \$20 per person per hour for Special Cleaning.

3. **Effective Date and Term of Contract.** This contract becomes effective upon the date of the last required signature. The term of this contract is from **July 1, 2016 through June 30, 2017.**
4. **Contract Extension and Renewal.** Neither party has a right of extension or renewal of this Contract.
5. **General Provisions.**
 - A. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
 - B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
 - C. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
 - D. **Waiver.** If a party waives a breach by the other party/parties of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
 - E. **Breach.** If Contractor fails to perform in accordance with this Contract, CNCHD may at its discretion:
 - i. terminate this Contract, and/or
 - ii. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
 - iii. give written notice and time to cure the breach to Contractor, and/or
 - iv. demand specific performance in accordance with this Contract, and/or
 - v. pursue any other remedy allowed by law.
 - F. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
 - G. **Notices.** A party shall give notice to the other party/parties by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
 - H. **Availability of Funds.** This Contract is conditioned upon the availability of funds to County for this Contract. If such funds are not available to County, County may terminate this Contract without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.
 - I. **Audit / Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County and its auditor and other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
 - J. **Award of Related Contracts.** County may enter other contracts for services related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
 - K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.

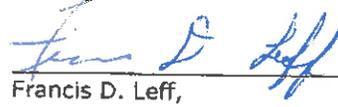
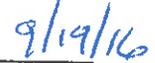
- L. **Governmental Immunity.** The parties do not waive and specifically retain all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- M. **Liability Insurance.** Contractor shall maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$250,000 for each occurrence for bodily injury occurring at the Facility and property damage to the Facility from a company acceptable to County. Contractor shall list County as an additional insured on the insurance and require the insurance company to also send any and all insurance notices to County.
- N. **Independent Contractor.** Contractor is an independent contractor. Contractor is solely responsible for its debts and other liabilities. Contractor is solely responsible for any taxes resulting from its performance of this Contract including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes. Contractor is not entitled to any compensation or other benefit from CNCHD except what is contained in this Contract. Contractor shall not incur any obligation or liability on behalf of CNCHD.
- O. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. The Occupational Health and Safety Act (Wyo. Stat. §§ 27-11-101 - 27-11-114) ("OSHA"),
 - ii. the Civil Rights Act of 1964,
 - iii. the Fair Labor Standards Act,
 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.),
 - vi. the Age Discrimination Act of 1975 (ADEA),
 - vii. the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (48 C.F.R. § 324.7000, et seq.), and
 - viii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.).
- P. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- Q. **Conflict of Interest.** Contractor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- R. **Certificate of Good Standing.** PRIOR to performing any other term of this Contract, Contractor shall provide a *Certificate of Good Standing* verifying its compliance with the unemployment insurance and workers' compensation programs.
- S. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- T. **Indemnification.** Contractor shall indemnify and defend County and County's board members, employees, and other agents from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of its responsibilities under this Contract.
- U. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of a public enemy, fire, flood, epidemic, quarantine restriction, freight embargo, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.
- V. **Timeline.** Time is of the essence in performance of this Contract.

- W. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- X. **Entire Contract.** This document consisting of four pages and Attachment A is the entire contract between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- Y. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may renegotiate the term(s) affected by the severance.
- Z. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

PROFESSIONAL CLEANING SYSTEMS, LLC

Chair, Board of Commissioners Date

 
Francis D. Leff, Date

ATTEST:

County Clerk Date



Approved as to form
County Legal Department

EXHIBIT A

GENERAL CLEANING SPECIFICATIONS

Office Areas, Conference Rooms, Courtrooms, & Visitor's Area

DAILY: Empty all receptacles. Disinfect and replace plastic liners. Spot clean receptacles as needed.

Empty ashtrays into a separate metal container and damp wipe.

Spot clean desk tops and glass table tops.

Vacuum all entryway mats and door mats going into offices.

Vacuum traffic areas in carpeted offices, aisles, halls and corridors.

Dust sills, ledges, other horizontal surfaces and furniture tops under 70".

Spot clean marks and smudges from washable walls and painted doors. Spot clean wood panels.

Clean smudges and soil from glass and partitions, doors, and cabinets.

Spot damp mop main floor as needed.

NOTE: Desks or credenzas on which papers are left should not be disturbed. Electronic equipment such as computers, typewriters, calculators, and telephones should not be disconnected from their electrical sockets. Throw nothing away unless it is in a wastepaper basket or marked "garbage." Each day all waste taken from all wastepaper baskets must be put into plastic bags and taken to the dumpster. No waste from any area is to be saved.

Before leaving building, turn off lights, double-check all doors, and make sure buildings are SECURE.

WEEKLY Vacuum all carpets, giving particular attention to corners, along baseboards, and under furniture.

Dust fronts and sides of furniture, baseboards, moldings, doorframes, picture frames, underside of chairs, and blinds.

Mop all resilient tile floors and terrazzo with a solution of neutral detergent. Spray buff with high speed buffer.

MONTHLY Clean all ceiling vents throughout the buildings.

Dust all wood paneling.

Clean and sanitize telephones.

QUARTERLY Clean all venetian blinds.

ATTACHMENT A

TO CONTRACT BETWEEN NATRONA COUNTY AND
PROFESSIONAL CLEANING SYSTEMS, LLC

PAGE 1 OF 2

- Remove dust and cobwebs from ceiling areas.
- Strip and re-wax all hard surface flooring tile, slate and terrazzo.
- YEARLY Shampoo carpet if needed.

Restrooms

- DAILY Re-supply paper, towels, and soap.
- Clean mirrors with glass cleaner.
- Empty waste containers and urns. Replace plastic liners. Clean as needed.
- Clean toilet seats and outside of toilets and urinals with a cleaner disinfectant solution. Wipe seats dry.
- Clean inside of bowls and urinals with bowl brush, using a cleaner disinfectant solution.
- Spot clean stainless steel doors and chrome surfaces.
- NOTE: Use lotion cleanser for removing stains or heavy soil, especially on basins. On walls and partitions, wipe dry to prevent streaks.
- WEEKLY Clean underside and hardware of basins.
- Spray buff and polish tile floors.
- MONTHLY Wash down partitions and walls (including showers).

Hallways and Entryways

- DAILY Clean all glass in doors with glass cleaner.
- Clean water fountains with cleaner disinfectant solution.
- Empty ashtrays into a metal container and damp wipe ashtrays.
- Empty waste receptacles and replace plastic liners as needed.
- Dust sills, ledges, and other horizontal building surfaces and furniture tops.
- Clean smudges and soil from glass, doors, cabinets, painted surfaces, and wood paneling.
- Spot clean furniture, and spot polish wood furniture and paneling.
- Use vacuum to remove all dry soil from entrance matting. If matting has become soiled with oil or grease, it should be cleaned immediately to prevent tracking.



WYOMING DEPARTMENT *of*
Family Services

2300 Capitol Avenue
Hathaway Bldg, 5th Fl. Ste C
Cheyenne, WY 82002-0490
Tel: 307.777.7328
Fax: 307.777.5588
dfsweb.wyo.gov

September 12, 2016

Natrona County Clerk of District Court
ATTN: Gen Tuma
115 North Center Suite 100
Casper, WY 82601

RE: Cooperative Agreement Between the Wyoming Department of Family Services and Natrona County Clerk of District Court

Dear Ms. Tuma:

Please find enclosed the redone **original** Cooperative Agreement Between the Wyoming Department of Family Services and **Natrona** County Clerk of District Court, for your review and signature.

After the agreement has been signed, **please return the original agreement in its entirety with original signatures** in the enclosed self-addressed envelope. Once the agreement has been fully executed, a copy of the agreement in its entirety will be forwarded for your files.

Should you have any questions or concerns regarding the agreement contents, please contact Kristie Langley, the contract manager at (307)777-6031 or via email at kristie.langley@wyo.gov.

Any other questions you may have, please contact the undersigned at (307)777-7328 or via email at nina.henry@wyo.gov.

Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Nina Henry".

Nina Henry
Benefit Eligibility Specialist II

NH/Enclosure: as stated

**Cooperative Agreement for Responsibilities Between
The Wyoming Department of Family Services
Child Support Enforcement
and
Natrona County Clerk of District Court**

1. **Parties.** The parties to this Cooperative Agreement (hereinafter referred to as Agreement) are the Wyoming Department of Family Services, whose address is 2300 Capitol Ave, Hathaway Bldg., 5th Flr., Ste. C, Cheyenne, Wyoming 82002-0490 (hereinafter referred to as DFS), and the Natrona County Clerk of the District Court, whose address is 115 North Center Suite 100, Casper, Wyoming 82601 (hereinafter referred to as CDC).

2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the consensual responsibilities between DFS and CDC, for all responsibilities except receipt and distribution of payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act as amended.

3. **Term of Agreement and Required Approvals**

A. This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from July 1, 2016 or the Effective Date, whichever is later, through June 30, 2017. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Department of Family Services.

B. By law, agreements for professional or other services must be approved as to form by the Attorney General and approved by Administration and Information Procurement, Wyo. Stat. § 9-1-403(b)(v), and all agreements for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** DFS and CDC agree there shall be no payment to CDC for services described herein.

A. The State will maintain computer hardware and Parental Obligation System for Support Enforcement (POSSE) within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as the Agreement remains in force.

INTENTIONALLY LEFT BLANK

5. Responsibilities of CDC

Subject to available funding and staffing, the CDC agrees to assume the following responsibilities:

A. Use the automated statewide child support computer system, known as POSSE, as the exclusive system to:

(i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support whether the case is IV-D or non-IV-D.

(ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

(iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.

(v) Enter all voluntary paternity acknowledgments and all adjudications of paternity by judicial processes, including non-IV-D cases.

B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.

C. All questions regarding IV-D child support payments or non IV-D wage withholding payments on orders entered after January 1, 1994 may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.

D. Provide up-to-date reporting of child support data to the Court, as required by the Court.

E. Cooperate with DFS and state enforcement districts to meet federal child support enforcement requirements.

F. Assure that all personnel authorized access to POSSE sign a Statement of Confidentiality Form (Attachment A), Non-Disclosure Oath and Certification on Need to Know Parental Obligation System For Support Enforcement (POSSE)

(Attachment B), Statement of Disclosure (Attachment C), Electronic Transmission of Federal Tax Information (FTI) Policy (Attachment D) and IRS Video – Statement of Completion (Attachment E), all incorporated herein by reference and which shall be forwarded to DFS.

G. Ensure that all program personnel handling money are covered by fidelity bonding insurance.

6. Responsibilities of DFS

A. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.

B. Cooperate responsively with CDC regarding all elements of this Agreement.

C. Respond as soon as practicable to CDC reports of POSSE system problems.

D. Provide POSSE computer hardware and software upgrades as needed.

E. Provide training on POSSE or computer hardware applications as needed.

F. Ensure equipment provided to CDCs by DFS is maintained on DFS inventory system.

7. Special Provisions.

A. **CDC's Employee's Requirements.** In performance of this contract, the CDC agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.

(ii) Any federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.

(iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.

(v) The CDC will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(vi) The Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

(i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection

or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

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

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

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

8. General Provisions

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

B. Americans with Disabilities Act. The CDC shall not discriminate against a qualified individual with a disability and the parties shall comply with the

Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District Court, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming, DFS and CDC do not waive sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

D. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of DFS.

E. Audit. DFS and any of its representatives shall have access to any books, documents, papers, and records of the CDC which are pertinent to this Agreement. The CDC shall, immediately upon receiving written instruction from DFS, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by DFS. If the audit discloses an improper use of funds, pursuant to federal or state laws, rules, or regulations, the CDC must remit those funds to DFS.

F. Award of Related Agreements. DFS may undertake or award supplemental or successor Agreements for work related to this Agreement. The CDC shall cooperate fully with other CDCs and DFS in all such cases.

G. Certificate of Good Standing. The CDC shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Agreement.

H. Compliance with Law. The CDC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release or it is a non-confidential public record. If it becomes part of a court file, it is public record.

J. Entirety of Agreement. This Agreement, consisting of ten (10) pages, Attachment A consisting of one (1) page, Attachment B consisting of four (4) pages, Attachment C, consisting of one (1) page, Attachment D consisting of one (1) page, and Attachment E consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

L. Indemnification. Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure or indemnify the other.

M. Independent CDC. The CDC shall function as an independent CDC for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The CDC shall be free from direction over details of performance, shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS, or to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The CDC agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents and/or employees as a result of this Agreement.

N. Monitor Activities. DFS shall have the right to monitor all Agreement related activities of the CDC and all subcontractors. This shall include, but not be limited to the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all CDC personnel in every phase of performance of Agreement related work.

O. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

P. Nondiscrimination. The CDC shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The CDC shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

Q. Prior Approval. This Agreement shall not be binding upon either party and no services shall be performed under the terms of this Agreement until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

R. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

S. Sovereign Immunity.

(i) The State of Wyoming and DFS do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.

(ii) The parties intend and agree that the CDC does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to them as a local governmental entity pursuant to Wyo. Stat. § 1-39-104 et seq., and all other state law.

T. Suspension and Debarment. By signing this Agreement, the CDC certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded. Further, the CDC agrees to notify DFS by certified mail should the CDC or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

U. Taxes. The County shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

V. Termination of Agreement. This Agreement may be terminated:

(i) By either party at any time for failure of another party to comply with the terms and conditions of this Agreement;

(ii) By either party, upon thirty (30) days prior written notice to the other party; or

(iii) Upon mutual written agreement by of the parties.

W. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

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

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

INTENTIONALLY LEFT BLANK

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

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

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

Department of Family Services

Steve Corsi, Director Date

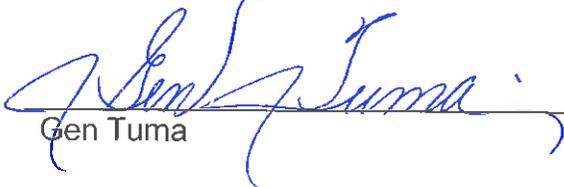
Natrona County Board of County Commissioners

Forrest Chadwick Date

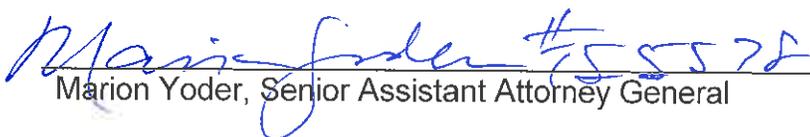
Natrona County Attorney

Heather Duncan-Malone Date

Natrona County Clerk of the District Court


Gen Tuma Date 9/14/16

Attorney General's Office Approval as to Form


Marion Yoder, Senior Assistant Attorney General Date Sept 9, 2016

FISCAL YEAR 2017 CONTRACT

For
Services to Victims of Crime Between
The Office of the Attorney General, Division of Victim Services
And
NATRONA COUNTY SHERIFF'S OFFICE

1. **Parties.** The parties to this Contract are Natrona County Sheriff's Office (Contractor), whose address is 201 N. David Street 2nd Floor Casper, WY 82601 and the Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.
2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2016 to June 30, 2017. All services shall be completed during this term.

4. **Reimbursement.**

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$64,131.00 (Sixty-four thousand one hundred thirty-one dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is \$64,131.00 (Sixty-four thousand one hundred thirty-one dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY 2017 & 2018 approved grant proposal:
 - a. VAWA: \$0.00. Funds will be paid from the 2015-WF-AX-0035 VAWA-STOP grant, CFDA #16.588 for a VAWA project.
 - b. VAWA SASP: \$0.00. Funds will be paid from the 2015-KF-AX-0012 VAWA-SASP grant, CFDA #16.017.

c. VOCA: \$0.00. Funds will be paid from the 2015-VA-GX-0067 VOCA-Assistance grant, CFDA # 16.575.

2. The following SFY2017 state funds must support the project as outlined in the SFY 2017 & 2018 approved grant proposal:

a. State Family Violence funds: \$0.00.

b. State Victim Witness funds: \$42,562.00.

c. State funds for salaries: \$8,384.00.

d. State Surcharge funds: \$13,185.00.

e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.

B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.

C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.

D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.

E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the

Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division**.

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this

Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:

1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
 2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.

- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
 2. Procures a commercial sex act during the period of time the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment B). If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

8. General Provisions

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

- E. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.

- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- R. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- S. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- T. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.

- U. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- V. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

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

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

CONTRACTOR:
Natrona County Sheriff's Office

Michael Steinberg, Lieutenant
Natrona County Sheriff's Office

Date

DIVISION:
Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Kristin M. Nuss

09-19-16
Date

Senior Assistant Attorney General

CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
 - 1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Natrona County Sheriff's Office.*

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25th, 1st Floor West, Cheyenne, Wyoming, 82002.
3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
4. Subgrantees that receive more than a total of \$750,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.

F. Drug-Free Workplace Certification.

1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.

G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.

1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Natrona County Sheriff's Office.*

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:
 - a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).
- I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.
- J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.
- K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.
- L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
- M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

Attachment A

*To the Contract for Services between
The Office of the Attorney General, Division of Victim Services
and
Natrona County Sheriff's Office.*

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within forty-five (45) days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors/ Agency Administrator/County Commissioner	Date
---	------

Typed or Legibly Printed Name	Title
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Address	Phone
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**Wyoming Office of the Attorney General
Division of Victim Services**

Subgrantee Audit Requirements per 2 C.F.R. Part 22, Subpart F

Audit Requirements of 2 Code of Federal Regulation (C.F.R) Part 200, Subpart F requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. We have completed our C.F.R. audit for the fiscal year ended _____.
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. We expect our C.F.R. audit for the fiscal year ended _____ to be completed by _____. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. We are not subject to a C.F.R. audit because:

We received less than \$750,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of \$_____. **(Include total of all federal grants)**

Other (please explain) _____

Subgrantee Name

Print Name

Title

Signature

Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 W 25th Street 2nd Floor Cheyenne, WY 82002



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2016

Political Subdivision:	Natrona County Sheriff's Office
Award Amount:	\$60,000.00
Award Period:	September 1, 2016 through May 31, 2019
CFDA #:	97.067
DHS Grant Code:	EMW-2016-SS-00037
Project ID:	16-GPD-NAT-LS-HLE16

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **Natrona County Sheriff's Office**, whose mailing address is 200 N Center Room 115, Casper, WY 82602 (Subrecipient).
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2016 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2016 through May 31, 2019. The total amount of this Grant is Sixty thousand dollars and zero cents (\$60,000.00)

5. **Federal Grant References:** The Fiscal Year 2016 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) can be found at http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf.
6. **Purpose of Grant Award:** The FY 2016 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2016 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2015 NPR, which include cybersecurity, housing, enhancing the resilience of infrastructure systems, and long-term vulnerability reduction. Addressing these areas for improvement will enhance preparedness nationwide.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

A. Project related expenditures must align with the approved application information contained in Attachment A.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed \$60,000.00 (Sixty thousand dollars and zero cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2016 Notice of Funding Opportunity (NOFO), the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2016 State Homeland

Security Program Grant reimbursement or performance period. Requests for reimbursement will not be accepted after June 30, 2019.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (i) Subrecipient must be familiar with the 2016 HSGP objectives and priorities identified in the FY 2016 Homeland Security Grant NOFO.
- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 Homeland Security Grant Program NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2016 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2016 HSGP NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license

to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.
 - (x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
 - (xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
 - (xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
 - (xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (xiv) Subrecipient may only fund Investments that were approved project(s) listed in section six (6).
 - (xv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and/or modifications to structures or ground disturbance. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
 - (xvi) Subrecipient agrees to complete/actively participate a THIRA/CPR update annually by September 1 of each year during the entire performance period of this award.
 - (xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2017.
 - (xviii) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 C.F.R. § 13.32(1) annually, no later than July 1 during the entire performance period of this award.
 - (xix) Subrecipient agrees to enter all shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within 30 calendar days from the receipt of the item, whichever occurs first.
- B. This Grant cannot be changed or altered in any way without prior written authorization from the Wyoming Office of Homeland Security.

- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.
- E. Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the grant performance period, regardless of expenditure(s). Quarterly reports will be submitted electronically via:
https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send_form.
 Quarterly reports will include:
 - (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);
 - (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;
 - (iii) Status of NIMS compliance and training for personnel;
 - (iv) Status of THIRA and EOP updates; and
 - (v) What equipment was purchased, what typed capability it supports, and plans for sustainment.

9. Responsibilities of Homeland Security:

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and CFR 2 § Part 180 or are on the disbarred vendors list at www.epls.gov.
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and

contractors or subcontractors to the extent practicable.

- E. Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR § Part 3001.
- F. Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- H. Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- I. False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- J. Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any Federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.
- K. Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.
- L. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give the Wyoming Office of Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide the Wyoming Office of Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- M. Fly America Act of 1974:** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.
- N. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made

pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- O. Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
- P. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub awards under the award.
- Q. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.
Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- R. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- S. Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal in accordance with 31 U.S.C. §1352.
- T. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- U. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- V. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

- W. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- X. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- Y. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- Z. Procurement of Recovered Material:** Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- BB. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- CC. SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- DD. Technology Requirements:**
- (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.
- EE. Terrorist Financing:** Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.
- FF. USA Patriot Act of 2001:** Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.
- GG. Use of DHS Seal, Logo, and Flags:** Subrecipient agrees to obtain permission prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard

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officials.

HH. Whistleblower Protection Act: Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

11. General Provisions:

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent

and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and the Wyoming Office of Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. If applicable, subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to

submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

- V. 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 Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

WYOMING OFFICE OF HOMELAND SECURITY

Guy Cameron, Director

Date

NATRONA COUNTY

Gus Holbrook, Sheriff
Natrona County Sheriff's Office

Date

Forrest Chadwick, Chairman
Natrona County Commission

Date

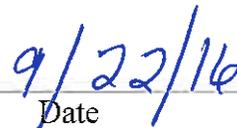
Attested by: County Clerk

Date

Approved as to Form:



County Attorney



Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Samantha Caselli, Assistant Attorney General



Date

Attachments:

- A. Approved Application Information
- B. Point of Contact Information Form



**2016 State Homeland Security Program (SHSP)
APPROVED APPLICATION INFORMATION**

Jurisdiction Name: NATRONA COUNTY SHERIFF'S OFFICE

Project ID: 16-GPD-NAT-LS-HLE16

Award Amount: \$60,000.00

The following submitted project(s) have been approved for the Federal Fiscal Year 2016 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security.

A. Purchase of night vision binoculars and allowable accessories

For questions regarding individual project allowability, the scope of an approved project or the 2016 SHSP grant, please contact:

Casi Crites
SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-5768

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4908

WOHS
Original Document

DHS Authorized Equipment List: <http://beta.fema.gov/authorized-equipment-list>



**2016 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT INFORMATION FORM**

Jurisdiction Name:	NATRONA COUNTY SHERIFF'S OFFICE
Grant Project ID:	16-GPD-NAT-LS-HLE16
Mailing Address:	201 NORTH DAVID, SECOND FLOOR
City, ST ZIP	CASPER WY 82601
DUNS number (required)	040709545-9111

Grant Administrator Name:	GUS O. HOLBROOK
Title:	NATRONA COUNTY SHERIFF
Phone Number:	307-235-9282
Email:	holbroog@natronacounty-wy.gov

Authorized Point of Contact:	MELISSA PATTERSON
Title:	ADMINISTRATIVE ACCOUNTANT
Phone Number:	307-235-9273
Email:	reedm@natronacounty-wy.gov

Form must be complete and signed by a signator on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2016 State Homeland Security Program Grant Award Agreement.

Signature 	Date 09/15/2016
Printed Name GUS O. HOLBROOK	Title SHERIFF

Please complete and return along with signed original Grant Award Agreement to:

Casi Crites
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009

REQUEST FOR CONTRACT DRAFTING OR REVIEW

County Office: NATRONA COUNTY SHERIFF'S OFFICE		Your Supervisor:  GUS O. HOLBROOK
Your Name: MELISSA PATTERSON		Your Supervisor's telephone #: 235-9287
Your Telephone #: 235-9273	Your email address: reedm@natronacounty-wy.gov	

Either complete the following or attach a responsive document(s).

Generally describe the purpose of the contract.

STATE HOMELAND SECURITY FUNDS ALLOCATED FOR THE PURCHASE OF NIGHT VISION EQUIPMENT FOR THE SRT TEAM.

1. The full name of the other party: STATE OF WYOMING OFFICE OF HOMELAND SECURITY

2. The scope of services and/or the products to be acquired, technical details, and any other specifics that the other party is obligated to perform (if applicable, you can attach the other party's proposal):

THESE FUNDS HAVE BEEN APPROVED AND SPECIFICALLY ALLOCATED FOR THE PURCHASE OF NIGHT VISION EQUIPMENT FOR THE SRT TEAM.

3. What is your County Office and Natrona County obligated to do?

OUR OFFICE IS OBLIGATED TO FILE QUARTERLY REPORTS AND REQUEST DRAW DOWNS OF THE FUNDS AT APPROPRIATE TIMES THROUGHOUT THE GRANT PERIOD.

4. The timeline and delivery requirements under which each party is required to perform:

SEPTEMBER 1, 2016 THROUGH MAY 31, 2019

5. The total cost, itemized cost, in-kind services, and/or other compensation that the parties will exchange:

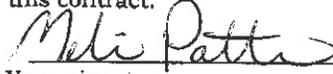
\$60,000.00 HAS BEEN ALLOCATED TO OUR OFFICE BY THE OFFICE OF HOMELAND SECURITY.

6. Any warranty period, service costs, and/or payment terms:

N/A

I certify that my County Office has the total cost of the contract in its budget appropriated for the purpose of this contract.

I further certify that my County Office followed the Bid Requirements and all other relevant sections in the 2016 Handbook relative to the purpose of this contract.


Your signature

09/15/2016
Date

**Contract between Natrona County, Natrona County Sheriff,
and Dr. Johnny Tooke, MD**

1. **Parties.** The parties to this contract are Natrona County and the Natrona County Sheriff (collectively "County") and Dr. Johnny Tooke, MD ("Doctor"). The parties' respective contact information is:

Natrona County
200 N Center, STE 115
Casper, WY 82601

Dr. Johnny Tooke, MD
2241 Farnum, STE 105
Casper, WY 82609

Natrona County Sheriff
201 N David ST, 2nd FL
Casper, WY 82601

2. **Purpose of Contract.** The purpose of this Contract is to create an employer-employee relationship and provide health care for the inmates of the Natrona County Detention Center. Nothing in this Contract or any subsequent action by the parties shall create an expectation for continued employment.

- A. **Doctor's Responsibilities.** Doctor shall perform the services described in Attachment A which is part of this Contract.

- B. **County's Responsibilities.** County shall compensate Doctor as follows:

- i. County shall pay Doctor \$6,500 per month less employee deductions including withholding federal taxes,
- ii. County shall provide access to Natrona County health insurance the same as any other eligible regular Natrona County employee.
- iii. County shall reimburse Doctor at the standard rate in effect for Natrona County for travel required by Doctor to perform his obligations under this Contract,
- iv. After receipt and approval of an invoice, County shall reimburse Doctor for the annual membership fee for the American Academy of Physician Assistants (AAPA) for both named physician assistants.
- v. County shall provide professional liability insurance for the Natrona County Detention Center and name Doctor and his physician assistants, Matthew Strand and Gary Michael Ottersbach, as additional insureds. Such insurance's limits of liability will be not less than \$1,000,000 per claim and \$3,000,000 general aggregate.
- vi. As allowed by law, County shall indemnify and defend Doctor and his physician assistants arising from contract, property damage, and tort claims including both strict liability and negligence but not gross negligence or willful misconduct by Doctor or either of his physician assistants. Such indemnification and defense includes attorneys' fees, litigation expenses, and damages that arise directly or indirectly from performance of obligations arising from this Contract. When applicable, this indemnification is secondary to the professional liability insurance provided above. THIS PROVISION SURVIVES TERMINATION OF THIS CONTRACT.

3. **Effective Date and Term of Contract.** This contract becomes effective upon the date of the last required signature. The term of this contract is from **July 1, 2016 through June 30, 2017.**
4. **Contract Extension and Renewal.** Neither party has a right of extension or renewal of this Contract.
5. **General Provisions.**
 - A. **Confidentiality of Information.**
 - i. In accordance with Health Insurance Portability and Accountability Act of 1996 (48 C.F.R. § 324.7000, *et seq.*), the parties shall keep confidential all individually identifiable health information of each applicant for and recipient of Doctor's services.
 - ii. Additionally, in accordance with 42 C.F.R. § 431.00, *et seq.*, the parties shall keep confidential all information of each applicant for and recipient of Doctor's services protected by 42 C.F.R. § 431.305, which includes at a minimum:
 - Names and addresses;
 - Medical services provided;
 - Social and economic conditions or circumstances;
 - Agency evaluation of personal information;
 - Medical data, including diagnosis and past history of disease or disability;
 - Any information received for verifying income eligibility and amount of medical assistance payments ;
 - Any information received in connection with the identification of legally liable third party resources under 42 C.F.R. § 433.138; and
 - Social Security Numbers.
 - iii. If a third party requests any of the above confidential records pursuant to Wyo. Stat. § 16-4-203(d), unless otherwise required by law, the parties shall not disclose and shall deny access to such records.
 - B. **Ownership of Materials.** County owns all paper and electronic documents and other materials obtained through the Doctor's performance of his obligations under this Contract.
 - C. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
 - D. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party.
 - E. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
 - F. **Waiver.** If a party waives a breach by the other party/parties of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
 - G. **Termination.** A party may terminate this Contract without cause upon 30 days written notice. A party may terminate this Contract immediately for the other party's failure to perform in accordance with this Contract.

- H. **Notices.** A party shall give notice to the other party/parties by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
- I. **Availability of Funds.** This Contract is conditioned upon the availability of funds to County for this Contract. If such funds are not available to County, County may terminate this Contract without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.
- J. **Audit / Access to Records.** Doctor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Doctor shall promptly provide access to County and its auditor and other agents to any book, document, or other record in both tangible and electronic form of Doctor which pertains to this Contract.
- K. **Award of Related Contracts.** County may enter other contracts for services related to this Contract. Doctor shall promptly cooperate with County in awarding such contracts and such other parties.
- L. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- M. **Governmental Immunity.** The parties do not waive and specifically retain all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- N. **Compliance with Laws.** Doctor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
- i. The Occupational Health and Safety Act (Wyo. Stat. §§ 27-11-101 - 27-11-114) ("OSHA"),
 - ii. the Civil Rights Act of 1964,
 - iii. the Fair Labor Standards Act,
 - iv. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
 - v. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.),
 - vi. the Age Discrimination Act of 1975 (ADEA), and
 - vii. the Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, et seq.).
- O. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- P. **Conflict of Interest.** Doctor shall not engage in any activity which could result in a conflict of interest or the appearance of a conflict of interest.
- Q. **Third Party Beneficiary.** The parties do not intend this Contract to create any third party beneficiary.
- R. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes

may include, but are not limited to, an unusually severe act of nature such as weather, flood, fire, earth quake, landslide; an act of a public enemy; an epidemic; a quarantine restriction; and a freight embargo. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.

- S. **Timeline.** Time is of the essence in performance of this Contract.
- T. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- U. **Entire Contract.** This document consisting of four pages and Attachment A is the entire contract between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- V. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may renegotiate the term(s) affected by the severance.
- W. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.

NATRONA COUNTY

Chair, Board of Commissioners Date

NATRONA COUNTY SHERIFF

Gus Holbrook, Sheriff Date

DR. JOHNNY TOOKE, MD

Johnny Tooke MD

Dr. Johnny Tooke, MD Date
7/14/16

ATTEST:

County Clerk Date

Approved as to form
County Legal Department



Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

MEMO

DATE: September 26, 2016

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

FROM: Michael D. Haigler, Road & Bridge Superintendent

SUBJECT: Addendum to Contract for Lone Bear Drainage Improvements.

Natrona County entered into an agreement with Wayne Coleman Construction Inc. on March 2, 2016 for the placement of four 10' diameter culverts in the Lone Bear Creek. As part of that installation the contractor was required to place a headwall on the upstream side of the culverts but due to difficulties encountered from flooding and concrete form failures, it was necessary to pour an additional wall in front of the failed wall.

Wayne Coleman Construction Inc. agreed to give an additional three (3) years of warranty on this portion of the project and therefore; a modification to the agreement is required in the form of an Addendum.

The additional work is valued at \$46,000.00 and Wayne Coleman Construction Inc. has agreed to extend the Warranty and the said Warranty has been secured by a bond (rider) #K09308015 issued by Westchester Fire Insurance Company out of Pennsylvania.

The Chairman will need to sign the Addendum to the Contract for the Lone Bear Road Drainage Improvements.

Respectfully,

Michael D. Haigler
Natrona County, Road & Bridge Supt.
307-258-2950

**SURETY RIDER TO ACKNOWLEDGE ADDENDUM TO
CONTRACT FOR LONE BEAR ROAD DRAINAGE IMPROVEMENTS**

To be attached to and form part of Bond Number KO9308015

Issued by Westchester Fire Insurance Company

On behalf of Wayne Coleman Construction Inc.

In Favor of Natrona County Board of Commissioners

It is understood and agreed that effective September 19, 2016, surety gives consent to acknowledge addendum to contract to address a blown out wall and to pour a new wall in front of the blown out wall, the same having a value of \$46,000. Warranty for this portion of the contract is in the amount of \$46,000 and shall have a terminal date of August 16, 2019.

Except as herein specifically modified, the conditions, provisions and limitations of said bond shall continue unchanged.

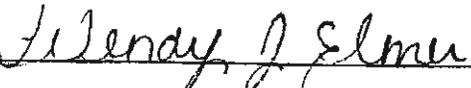
Signed, sealed and dated this 19th day of September 2016.

Principal: Wayne Coleman Construction Inc.

By: 

Seth Coleman, President

Surety: Westchester Fire Insurance Company

By: 

Wendy J. Elmer, Attorney in fact

Power of Attorney

Bond No. KO9308015

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Wendy J. Elmer of the City of (Casper) (WY), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 8th day of December 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 8th day of December, AD, 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of September 2016.



William L. Kelly
William L. Kelly, Assistant Secretary

**ADDENDUM
TO
CONTRACT FOR LONE BEAR ROAD DRAINAGE IMPROVEMENTS**

THIS CONTRACT ADDENDUM, effective the 23 day of September, 2016 is made by and between Wayne Coleman Construction, Inc. and the Natrona County Board of Commissioners.

RECITALS

WHEREAS, Wayne Coleman Construction Inc. and Seth Coleman entered into a Contract with the Natrona County Board of Commissioners for Lone Bear Road Drainage Improvements on the Lone Bear Road/County Road 112 on or about March 2, 2016; and

WHEREAS, Certain difficulties developed with a head wall that had blown out after being poured due to ground water issues; and

WHEREAS, Wayne Coleman Construction agreed to pour a new wall in front of the blown out wall, and

WHEREAS, Wayne Coleman Construction has agreed to extend a three year warranty for that portion of the wall referenced immediately above; and

WHEREAS, the Contract for Lone Bear Road Drainage Improvements provides at Article 2 that the Contract may be amended by the parties signing and dating a written modification;

WHEREAS, the three year warranty referenced above is a modification of the provisions otherwise found in the Contract with the Natrona County Board of Commissioners that was entered into on March 2, 2016;

WHEREAS, the work described above is more particularly described as being Item No. 12 on the Bid Schedule Base Bid and Item No. 9 on the Bid Schedule Add-Alternate Bid.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Wayne Coleman Construction Inc. has preformed the work noted above, more particularly having poured a replacement wall in front of that blown out wall that failed due to ground water issues.
2. Natrona County Wyoming has accepted the work noted in paragraph 1 above.
3. The work referred to is more particularly described as being Item No. 12 on the Bid Schedule Base Bid and Item No. 9 on the Bid Schedule Add-Alternate Bid.
4. Said work has a value of Forty Six Thousand Dollars (\$46,000.00).
5. Wayne Coleman Construction has agreed to modify the warranty provisions for the work otherwise performed on the Lone Bear Lone Bear Road/County Road 112 under that contract entered into on or about March 2, 2016, which has been more particularly described as Item No. 12 on the Bid Schedule Base Bid and Item No. 9 on the Bid Schedule Add Alternate Bid to provide the following:

Wayne Coleman Construction Inc. hereby extends that Warranty pertaining to its work under the Contract for Lone Bear Road Drainage Improvements, entered into on March 2, 2016 as to that work provided after the work provided under that contract to address a blown out wall and to pour a new wall in front of the blown out wall, the same having a value of \$46,000 and the same being those items referred to as Item No. 12 on the Bid Schedule Base Bid and Item No. 9 on the Bid Schedule Add Alternate Bid. Said warranty is to be secured by a bond to be provided by Wayne Coleman Construction Inc. securing the amount of \$46,000 with said bond to be in favor of the Natrona County Board of Commissioners. Said bond is to have a terminal date of August 16, 2019.

6. All other provisions in the original contract, including the original warranty period remain in effect.

Entered into this 23rd day of September 2016.

For Natrona County Board of County Commissioners:

Attest:

Renea Vitto, Natrona County Clerk

For Wayne Coleman Construction, LLC

Seth Coleman, President

Attest:

Elizabeth L. Millberger, Secretary

RESOLUTION NO. 32-16

RESOLUTION LIFTING PARTIAL FIRE CLOSURE RESTRICTIONS

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, adopted Partial Fire Closure Restrictions on September 13, 2016 as Resolution 29-16; and

WHEREAS, the fire danger conditions that existed in September and a portion of October have abated.

NOW, THEREFORE, the Board of County Commissioners of Natrona County, Wyoming, in consultation with the Natrona County Fire Warden, declare the Partial Fire Closure Restrictions, adopted as Resolution No 29-16 on September 13, 2016 is here by rescinded as of October 4, 2016.

DATED this 4th day of October, 2016.

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

ATTEST:

Forrest Chadwick, Chairman

Renea Vitto, County Clerk

LICENSE

Date 9-15-16 Road 10 mile road

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

(hereinafter called the "Licensee"), to construct, maintain, use and operate _____ (hereinafter called the "Facility"), located in Section 24 Township 8/34 N, Range 81C 34E W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement Existing Approaches North and South
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion Existing Approaches North and South
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

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

By Michael D. Hayden 9/15/16
Road & Bridge Superintendent

ATTEST:

County Clerk

By _____
County Surveyor

By _____
Chairman of the Board of County Commissioners.

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

ATTEST:

Secretary

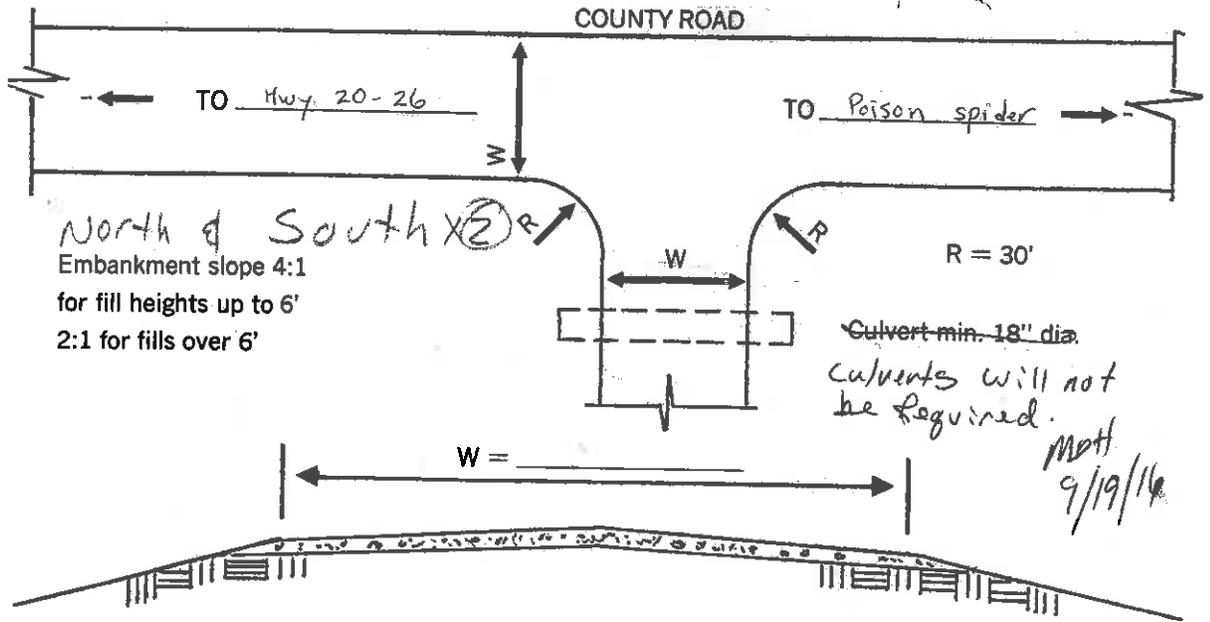
James D. Bethers
President.

COUNTY OF NATRONA APPLICATION FOR AN APPROACH

Applicant: James Bethers

Address: 3900 Ten mile road

Phone 435-790-1770



Furnish the Following Information:

- 1) Location: Section 24, Township 34 North, Range 81 West.
- 2) County Road Designation 10 mile Road
- 3) Surface of County Road _____
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type Sand
- 5) Sight Distance on County Road _____
- 6) Reason for Approach To get in and out of existing house.

7) Requirements:

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

Approved:

Michael H. [Signature] 9/15/16
Road & Bridge Superintendent

James D. Bethers
Applicant Date

County Surveyor _____

Registered Engineer or Land Surveyor Date

County Commissioner _____

Approval Date: _____

Completion Date: _____



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

OCTOBER 4, 2016

Planning Commission Recommendations

- 1. Planning Commission Recommendation: **Approve w/Conditions****
CUP16-3 – A request by Pronghorn Propane, represented by Luke Ginsbach for approval of a Conditional Use Permit to allow storage of flammable and combustible liquids in excess of 12,000 gallons. Applicant is requesting one 30,000 gallon tank in addition to two 3,200 gallon propane trucks and dozens of 33 lb., 100 lb., 500 gallon and 1,000 gallon propane tanks. The property is located in a portion of Section 2, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. More commonly referred to as 450 Gehring St.
- 2. Planning Commission Recommendation: **Approve****
CUP16-4 – A request by Mercury Towers, LLC for approval of a Conditional Use Permit to construct a 195' Telecommunication Tower within a 80' x 80' lease area. The tower will be located in a portion of Section 13, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is more commonly referred to as 22014 State Highway 220.
- 3. Planning Commission Recommendation: **Deny****
ZC16-3 – Appeal and Request for Approval of Zone Map Amendment. A request by Separate, LLC to appeal from the Planning and Zoning Commission recommendation of September 13, 2016 denying the application for a Zone Map Amendment. A request by Separate, LLC for approval of a Zone Map Amendment to change the zoning district classification of approximately 48 acres, from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA). The property is located in a portion of Section 24, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming and is located roughly ½ mile west of Sloanes General Store on the south side of State Highway 220. The Board of County Commissioners shall consider both matters concurrently.
- 4. Planning Commission Recommendation: **Tabled to date non specific****
PS16-4 – A request by Mountain Properties, LLC represented by Nancy Yust for approval of a final plat for the Sunburst Acres Subdivision, a major subdivision consisting of approximately 69.85 acres divided into 6 lots located in portions of Sections 17 & 18, Township 32 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located off Micro Road.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION September 13, 2016

MEMBERS PRESENT: Harold Wright, Jim Brown, Hal Hutchinson, and Bob Bailey

MEMBERS ABSENT: Tom Davis

STAFF MEMBERS PRESENT: Jason Gutierrez, Trish Chavis, and Peggy Johnson

OTHERS PRESENT: Charmaine Reed

Chairman Wright called the meeting to order at 5:30 p.m.

ITEM 1

Hutchinson moved and Bailey seconded a motion to approve the June 14, July 11, and August 9, 2016 meeting minutes. **Motion carried unanimously.**

ITEM 2

Chairman Wright opened the public hearing **PS16-4** - A request by Mountain Properties, LLC for approval of a final plat for the Sunburst Acres Subdivision, a major subdivision consisting of approximately 69.85 acres divided into 6 lots located in portions of Sections 17 & 18, Township 32 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located off Micro Road.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Sunburst Acres Subdivision with a condition, by the Board of County Commissioners.

Condition being:

- A Non-Adverse recommendation from Wyoming Department of Environmental Quality be received;

Discussion between the Planning Commission and Staff

Public hearing open

Speaking in favor – Nancy Yust, Bruce Lamberson, Robert McDaniel, Hailey Lanier, all of Casper

Speaking in opposition – Tracy Lamont of Casper

Public hearing closed

Discussion between the Planning Commission, Staff, and Applicant.

Brown moved approval of PS16-4 to the Board of County Commissioners, and incorporates by reference all findings of fact set forth herein and make them a part thereof as presented by staff contingent upon receiving a Non-Adverse recommendation from DEQ prior to the Board of County Commissioners meeting. Bailey seconds the motion. Motion carries unanimously.

ITEM 3

Chairman Wright opened the public hearing **CUP16-3** – A request by Luke Ginsbach, Pronghorn Propane, LLC for approval of a Conditional Use Permit to allow storage of flammable and combustible liquids in excess of 12,000. Applicant is requesting one 30,000 propane gallon storage tank in addition to two 3,200 gallon propane trucks and individual 33lb. and 100 lb., 500 gallon and 1,000 gallon propane tanks. The proposed site is located in portions of Section 2, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are more commonly referred to as 450 Gehring St.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit, by the Board of County Commissioners.

Discussion between the Planning Commission and staff.

Public hearing open

Speaking in favor – Luke Ginsbach, Bruce Burgess, Gene Corson all of Casper.

Speaking in opposition – None

Public hearing closed

Discussion between the Planning Commission, staff and the applicant.

Brown moved approval of CUP16-3 to the Board of County Commissioners, and incorporates by reference all findings of fact set forth herein and make them a part thereof as presented by staff with the added stipulation that the property be completely fenced with a locking gate. Bailey seconds the motion. Motion carries 3 (Wright, Brown, and Bailey) for and 1 against (Hutchinson).

ITEM 4

Chairman Wright opened the public hearing **CUP16-4** – A request by Mercury Towers, LLC for a Conditional Use Permit to allow construction of a 195' Telecommunication Tower within an 80' x 80' lease area. The proposed tower will be located in a portion of Section 13, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming. The proposed site will be accessed off of State Highway 220.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit, by the Board of County Commissioners.

Discussion between the Planning Commission and Staff.

Public hearing open

Those speaking in favor – Nick Constantine, Denver, CO, David Sell of Casper

Discussion between the Planning Commission, Staff and Applicant

Those speaking in opposition – None

Public hearing closed

Hutchinson moves approval of CUP16-4 a Conditional Use Permit, by the Board of County Commissioners as presented by staff and incorporates by reference all findings of fact set forth herein and make them a part thereof. Brown seconded the motion. Motion carries unanimously.

ITEM 5

Chairman Wright opened the public hearing for **ZC16-3** – A request by Separate, LLC for a Zone Map Amendment to change the zoning district classification of approximately 48 acres, from Ranching, Agriculture, and Mining (RAM) to Urban Agriculture (UA). The property is located in a portion of Section 24, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming and is located roughly ½ mile west of Sloanes General Store on the south side of State Highway 220.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning Commission to recommend denial by the Board of County Commissioners of the proposed zone change from Ranching, Agricultural, and Mining (RAM) to Urban Agriculture (UA) zoning district. Staff also recommends that the motion incorporate by reference all findings of fact set forth herein and make them a part thereof.

Discussion between the Planning Commission and Staff

Public hearing open

Those speaking in favor – Keith Nachbar, John Kornkven of Casper

Discussion between the Planning Commission, Staff, and Applicant.

Those speaking in opposition – Kay Eichorn, David Sell, Laurie McCardell, , Sheila Sell, Barbara Fogg, Susie Brody, Brian Black, all of Alcova

Public hearing closed

Discussion between the Planning Commission members

Brown moves approval of ZC16-3 a Zone Map Amendment by the Board of County Commissioners as presented by staff and incorporate by reference all findings of fact set forth herein and make them a part thereof. Motion fails due to a second.

ITEM 6

Chairman Wright opened the public hearing for **PS16-5** – A request by Cattle Trail, LLC for approval of a Preliminary Plat for Cattle Trail Acres Subdivision, a major subdivision consisting of approximately 78.65 acres divided into 7 lots located in portions of Section 22, Township 34 North, Range 81 West of the 6th Principal Meridian, Natrona County, Wyoming. The proposed subdivision is accessed off of Cattle Trail Drive.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Preliminary Plat for Cattle Trail Acres Subdivision, a major subdivision with the following conditions:

- A Non-Adverse recommendation from WDEQ shall be received prior to the final subdivision application;
- All requirements from the State Engineer's Office and compliance with W.S. 18-5-306 (c)(i) be submitted and approved prior to final subdivision application;
- Natrona County Fire Marshal request be addressed;
- Improvement and Service District requirements be met in regards to Cattle Trail Road maintenance;
- Evidence satisfactory to the Board of County Commissioners that the subdivider has adequate financial resources to develop and complete any facility proposed or represented to be the responsibility of the subdivider.

Discussion between the Planning Commission and Staff

Public hearing opened

Those speaking in favor – Lisa Burrige, Jason Lewis, Shawn Gustafson, Tom Jones all of Casper

Discussion between the Planning Commission, Staff, and Applicant

Those speaking in opposition – John Wienke, of Casper

Public hearing closed

Brown moves approval of PS16-5, and incorporates by reference all findings of fact set forth herein and make them a part thereof as presented by staff with an additional condition being that all subdivision documents are received prior to final application. Bailey seconds the motion. Motion carries unanimously.

Public Comment - None

Adjournment @ 9:07 pm

Harold Wright, Chairman
Natrona County Planning and Zoning Commission

Renea Vitto
Natrona County Clerk

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NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners
From: Jason Gutierrez, PE
Date: September 15, 2016

RE: CUP16-3—A request by Pronghorn Propane, represented by Luke Ginsbach for approval of a Conditional Use Permit to allow storage of Flammable and combustible liquids in excess of 12,000 gallons. Applicant is requesting one 30,000-gallon tank in addition to two 3,200-gallon propane trucks and dozens of 33 lb., 100lb., 500 gallon and 1,000 gallon propane tanks. The property is located in a portion of Section 2, Township 33 North, Range 80 West of the 6th Principle Meridian, Natrona County, Wyoming. More commonly referred to as 450 Gehring St.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Approve w/ Conditions

At its September 13, 2016 meeting, the Planning and Zoning Commission acted with 2 Commissioners in favor and 1 opposed to recommend approval with the condition that a fence and lockable gate be placed on the property of the requested Conditional Use Permit by the Board of County Commissioners.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant
Pronghorn Propane LLC

Owner

1. Name: Luke Ginsbach Name: Luke Ginsbach
2. Address: PO Box 1147, Evansville Address: PO Box 1147, Evansville
3. Phone: 307-277-4508 Phone: 307-277-4508
4. Explain why you are requesting this conditional use permit and detail the proposed use:
To place a 30000 gallon propane storage tank on the property to supply Pronghorn Propane LLC with propane.
5. Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range). See attached Parcel I and Parcel II, approx. 3.79 total acres
6. Current zoning of property: Light Ind.
7. Type of sewage disposal: Public Septic Holding Tank Other None needed
8. Source of water: None needed
9. This property was purchased from: Edward + Karen Meshechek
10. The date this property was purchased: 7-18-2016

On separate sheets of paper, please respond to explanations for your answers:

Attached

- Will granting the conditional use permit affect public services?
- Will granting the conditional use permit create a public health, safety, density or environmental problems?
- Will granting the conditional use permit change the character of the neighborhood?
- Will granting the conditional use permit affect the safety and welfare?

Diane Ginsbach

265-0146

6959 E Lake Dr.

Evansville WY

82636

City

State

Zip

Phone
Area to

I (We) hereby certify that I (We) have read and understand the contents of this application and that the information provided is true and correct to the best of my (our) knowledge.

(We are) granting the Development Department access to our property for inspections.

Applicant: Luke Ginsbach Date: 7-25-16
(Signature)

Print Applicant Name: Luke Ginsbach

Owner: Luke Ginsbach Date: 7-25-16
(Signature)

Print Owner Name: Luke Ginsbach

the rare event of an ignition emergency, the fire department would be needed but they have been made aware of this storage tank proposal. Bob Fawcett, Fire Marshall for Natrona County, has approved the proposed plan.

The premises is partially fenced but plans are to completely fence the property with a chain link fence. It will be locked and secured so this should mitigate needs for law enforcement.

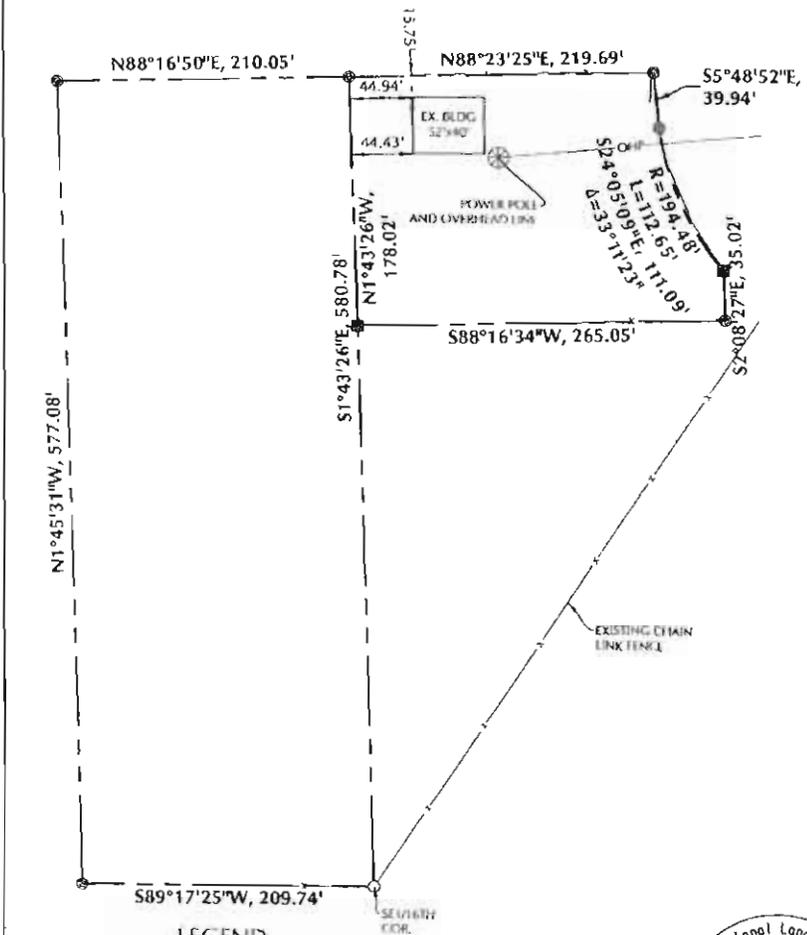
2. Granting the conditional use permit will NOT cause undue traffic, parking, population density or environmental problems. The property will only be accessed by 2 to 3 Pronghorn Propane Employees and the occasional delivery truck to fill the tank. The propane tank being there is estimated to increase the traffic by an average of two to eight vehicles per day on Gehring Street. The public will not be accessing the property. All vehicles coming to the property will park in the property and not on the roadway. There will be no people living there so it will not increase the population density. Propane is nontoxic, non-caustic and it will not create an environmental contamination hazard in the event of a spill. The only danger of a spill is the rare possibility of ignition. The tank is being located in the middle of the back property to isolate damage to Pronghorn Propane's property in the event of a rarely occurring ignition actually happening.

3. Granting the conditional use permit will NOT impair the use of adjacent property or alter the character of the neighborhood. The area surrounding the property is industrial. The majority of the adjacent property is a car crushing business as well as another business that already has a special use permit. The majority of the property is currently covered in road base. The current road base will have additional road base. Weeds will be kept to a minimum to keep the property looking nice. The industrial usage of Pronghorn Propane's property will closely match in purpose and look as nice as or nicer than the majority of the surrounding properties.

4. Granting the conditional use permit will NOT detrimentally affect the public health, safety and welfare. The storage tank will be stored near the center of the property with fire suppressant measures installed as per the Site Safety Plan. Propane is nontoxic, non-caustic and it will not create an environmental contamination hazard in the event of a spill. The only danger of a spill is the rare possibility of ignition. The tank is being located in the middle of the back property to isolate damage to Pronghorn Propane's property in the event of a rarely occurring ignition. There is also a fire hydrant close by the front entry of the property in the event of a fire. There will also be multiple fire extinguishers located throughout the property.

Present Site Plan

PROPERTY LOCATION PLAT

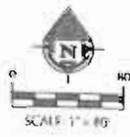


- LEGEND**
- RECOVERED BRASS CAP
 - RECOVERED REBAR
 - SET 5/8" REBAR W/ALUMINUM CAP
 - PARCEL BOUNDARY
 - MEASURED



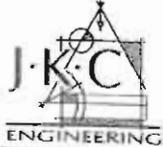
N52°14'56" W, 308.40'
 NOTES:
 1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM: WY-FC NAD83
 2. DISTANCES: U.S. SURVEY FOOT

CERTIFICATE OF SURVEYOR:
 I HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAID ARTICLES AND CORRECTIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.



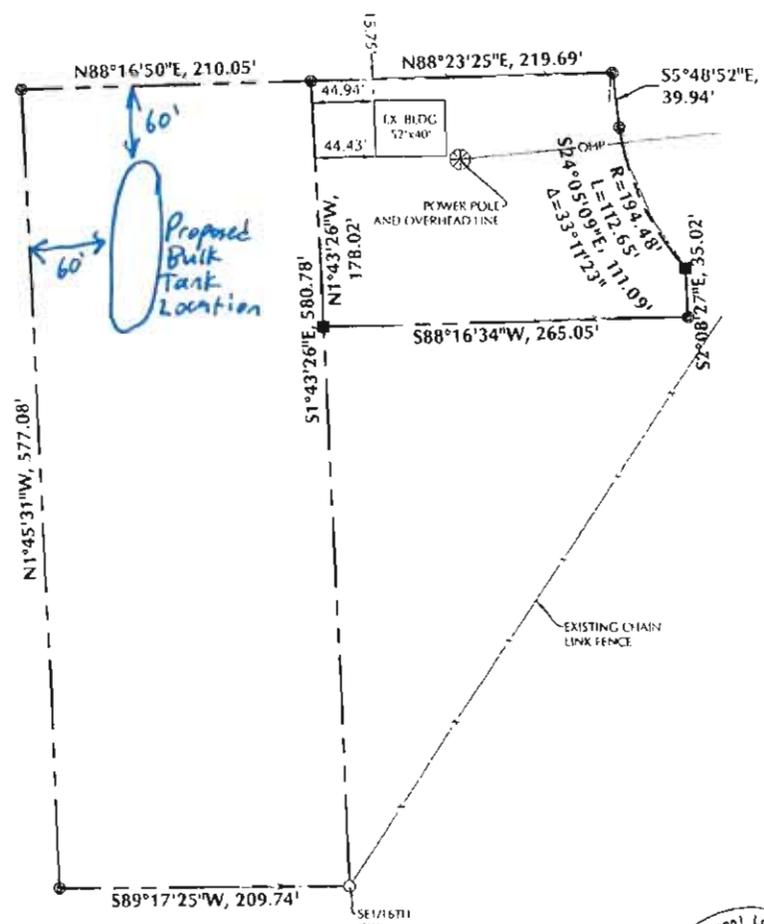
WQE: 16-2B
 DATE: 7/22/16
 PREPARED FOR: LUKE GINSBACH
 DRAWN BY: P. HEINTZ

EXHIBIT A
 A PARCEL LOCATED IN AND BEING A PORTION OF THE N1/2SE1/4, SECTION 2, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M. NATRONA COUNTY, WYOMING



ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

PROPERTY LOCATION PLAT



LEGEND

- RECOVERED BRASS CAP
- RECOVERED REBAR
- SET 5/8" REBAR W/ALUMINUM CAP
- PARCEL BOUNDARY
- MFASURFD

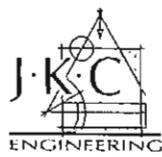
NOTES:
 1. BASIS: 70-1018-101 C. STATE PLANE COORDINATE SYSTEM, WY-12, NAD83
 2. DISTANCES: U.S. SURVEY FOOT

CERTIFICATE OF SURVEYOR:
 THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



WO#: 16-28
DATE: 7/22/16
PREPARED FOR: LUKE GINSBACH
DRAWN BY: P. HEINTZ

EXHIBIT A
 A PARCEL LOCATED IN AND BEING A PORTION OF THE N1/2S1/4, SECTION 2, TOWNSHIP 13 NORTH, RANGE 80 WEST OF THE 6TH P.M. NATRONA COUNTY, WYOMING



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Pronghorn Propane LLC

**PROPANE STORAGE AND DISTRIBUTION FACILITY
SITE SAFETY PLAN**

450 Gehring Street, Mills WY 82604

JULY, 2016

Table of Contents

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PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

2016

Introduction

Location: 450 Gehring Street, Mills, Wyoming 82604

The following site safety plan will be utilized by Pronghorn Propane's for the PROPANE STORAGE AND DISTRIBUTION FACILITY SITE SAFETY PLAN location at 450 Gehring Street, Mills, Wyoming 82604. The site safety plan will be maintained through the existence and operation of the facility. Local jurisdictions and guidelines have requested the plan for the approval of operational special use at the 450 Gehring Street location.

The site safety plan provides a summary of safety safeguards for operations in conjunction with portions from Chapter 61 of the 2012 International Fire Code, the International Fuel Gas Code, NFPA 58, and OSHA 1910.110.

The site safety plan outlines the information that applies to aboveground storage tanks and containers awaiting use or resale.

This safety assessment was performed to provide a foundation for a safe operating environment. The overall goal was to obtain supporting information for the facility to operate safely and comply with local jurisdictional requirements. This will be used as a baseline document from which to continue improving safety concerns for employees during normal operations.

Scope of Services

The scope of services executed to develop this site safety plan were presented and agreed upon in a phone conversation and in person. Development of the plan was agreed upon between Pronghorn Propane and CS Consulting for the purposes of site safety operations and compliance with local, state, and federal regulations. Additional safety concerns may require further follow-up evaluation if operations change in the future.

FACILITY TANK STORAGE INVENTORY

Fixed Tank Inventory:

- 1, 30,000 Gallon Tank (Appendix A)
 - BETHLEHEM STEEL, T-165-47-211
 - STORAGE: Aboveground
 - LENGTH: 67'
 - DIAMETER: 9'
 - SHELL THICKNESS: 0.96"
 - HEAD THICKNESS: 0.76"
 - DATE OF MANUFACTURE: 1947
 - MANUFACTURER: Bethlehem Steel
 - SERIAL NUMBER: T-165-47-211
 - NATIONAL BOARD SERIAL NUMBER: 374

Portable Tank Inventory:

- 2 Bobtail Propane trucks; approximately 3,200 gallons
- Dozens of 33 lb., 100 lb, 500 gallon, and 1,000 gallon propane tanks

SITE SAFETY SPECIFICATIONS

CONTAINER REQUIREMENTS

- Containers used with systems shall be designed constructed and tested in accordance with the Rules for Construction of Unfired Vessels, Section VIII, Division 1, American Society of Mechanical Engineers (ASME) Boiler and pressure vessel Code, 1968 Edition, which is incorporated by reference as specified in Sec. 1910.6.
- Containers must be marked in accordance with the National Board of Boiler and Pressure Inspectors (Appendix C).
 - Container has proper stamp and markings (Appendix A).
- Valves, fittings, and accessories connected directly to the container including primary shutoff valves, shall have a rated working pressure of at least 250 p.s.i.g. and shall be of material and design suitable for LP-Gas service. Cast iron shall not be used for container valves, fittings, and accessories. This does not prohibit the use of container valves made of malleable or nodular iron.
- Connections to containers, except safety relief connections, liquid level gaging devices, and plugged openings, shall have shutoff valves located as close to the container as practicable.

LOCATION OF LP-GAS CONTAINERS

- 50 feet of separation between lot lines and structures are to be maintained for containers rated for 2001 to 30,000 gallons (Appendix D).
- Storage outside of buildings, for containers awaiting use for resale, shall be located in accordance with IFC 2012 table 6109.12 with respect to the nearest building or important group of buildings; and busy thoroughfares (Appendix E).
- Containers shall be in a suitable enclosure or otherwise protected against tampering.
- Prior to building permit issuance, provide one line diagrams showing feeders, service and panels, panel schedules, location of all electrical equipment, devices, classification of hazardous areas, emergency systems and short circuit current available at the supply terminals at the service equipment.

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

2016

- The tank shall not be located within 6 feet of the vertical plane beneath overhead power lines.
- All appurtenances of the 30,000 gallon LPG tank will be made accessible.

TANK INSTALLATION

- All (Total Product Control) equipment, piping, valves, excess flow valves, emergency pull stations & valves (ESVs), tank(s), and back check valves will be installed in accordance with NFPA 58 at time of installation. The safety valves and manual breach stations will provide for propane flow shut down in the event of pipe/valve failure and tanker truck pull away. The liquid line is approximately 2.00 inches in size and the vapor line is 1.5 inches.
- Emergency shutoff valves and backflow check valves required in the code shall be tested annually for functions required by 5.12.4. The results of the test shall be documented.
- Containers of more than 2,000 gal (7.6 m³) water capacity shall be provided with concrete or masonry foundations formed to fit the container contour or, if furnished with saddles in compliance with Table 6.6.3.3, shall be placed on flat-topped foundations.
- Horizontal containers shall be mounted on saddles in such a manner as to permit expansion and contraction. Structural metal supports may be employed when they are protected against fire in an approved manner. Suitable means of preventing corrosion shall be provided on that portion of the container in contact with the foundations or saddles.
- Flanges, nozzles, valves, fittings, and the like, having communication with the interior of the container, shall be protected against physical damage.
- Vehicle impact protection in the form of bollard posts shall be installed 6' on center around the bulk storage tank.

FIRE PROTECTION/FIRE SAFETY PLAN

- A fire hydrant shall be provided within 500 feet of the access drive to the LPG tank. The hydrant will provide a minimum of 1,000 gallons per minute for a minimum of 2 hours.
 - There is a hydrant located within 300' of the entrance of the access drive to the facility (Appendix F).

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN 2016

- Fire protection must be provided for the 30,000 gallon LPG tank. A written fire safety analysis must be provided to the fire department prior to approval of the tank. The written fire safety analysis shall be performed per NFPA 58 (Appendix G).
- Fire extinguishers shall be provided per NFPA 58, 3808.2.
 - Where the aggregate quantity of LP-gas stored is in excess of 720 lb. at least one portable dry chemical fire extinguisher with a B:C rating having a minimum capacity of 18 pounds shall be provided not less than 50 feet from the storage location and shall be readily accessible at all times.
- A sign reading “No Smoking within 25 Feet” shall be posted at the tank.
- Combustion engines within 15 feet of the transfer shall be shut down. A sign indicating that combustion engines shall be turned off must be posted.
- NFPA 704 placards shall be provided for the facility.
- Grading must be provided to prevent the flow or accumulation of flammable liquids.
- All combustible vegetation shall be kept clear within 10 feet of all containers on site.
- Containers awaiting use or resale will be located 20 feet from the transfer station. Empty containers will be stored in accordance with table 6109.12, IFC 2012 (Appendix E). Empty containers will be protected from damage.
- Suitable roadways or other means of access for emergency equipment, such as fire department apparatus, shall be provided.
- LP-Gas fires shall not normally be extinguished until the source of the burning gas has been shut off or can be shut off.

OPERATIONS

- An emergency shutoff is required within 25-100 feet of the tank. A sign shall be posted stating “Emergency Shutoff”.
- Only qualified personnel in accordance with NFPA 58 shall be allowed to operate the LPG transfer station.

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

2016

- Training for personnel must be provided at a minimum of every 3 years.
- Written operating procedures must be maintained and available on site.
- Written maintenance procedures must be maintained and available on site.

Conclusion

Any future LP-Gas installations or changes to this facility are not considered in this analysis. The analysis was performed to satisfy local authorities and provide a baseline safety plan for facility operations. Analysis was performed under the knowledge that installation of tanks and equipment will be performed by competent subject matter experts. The local AHJ will have the ultimate authority to ensure all aspects of safety and the code are implemented and maintained.

Limitations

The site safety plan and fire safety analysis performed for this location was done on basic information provided at the time of the analysis. Basic references to applicable code were used for the framework of this report. All aspects of applicable code were not cited or referenced within the report due to the need to produce a baseline on which to work from in future operations of this facility. The conclusions of this report are opinions of professionals solely based upon observations and analysis from data collected for operations at the location. This report only identified the basic LP-GAS hazards and did not address any other occupational hazard that may be present at the facility.

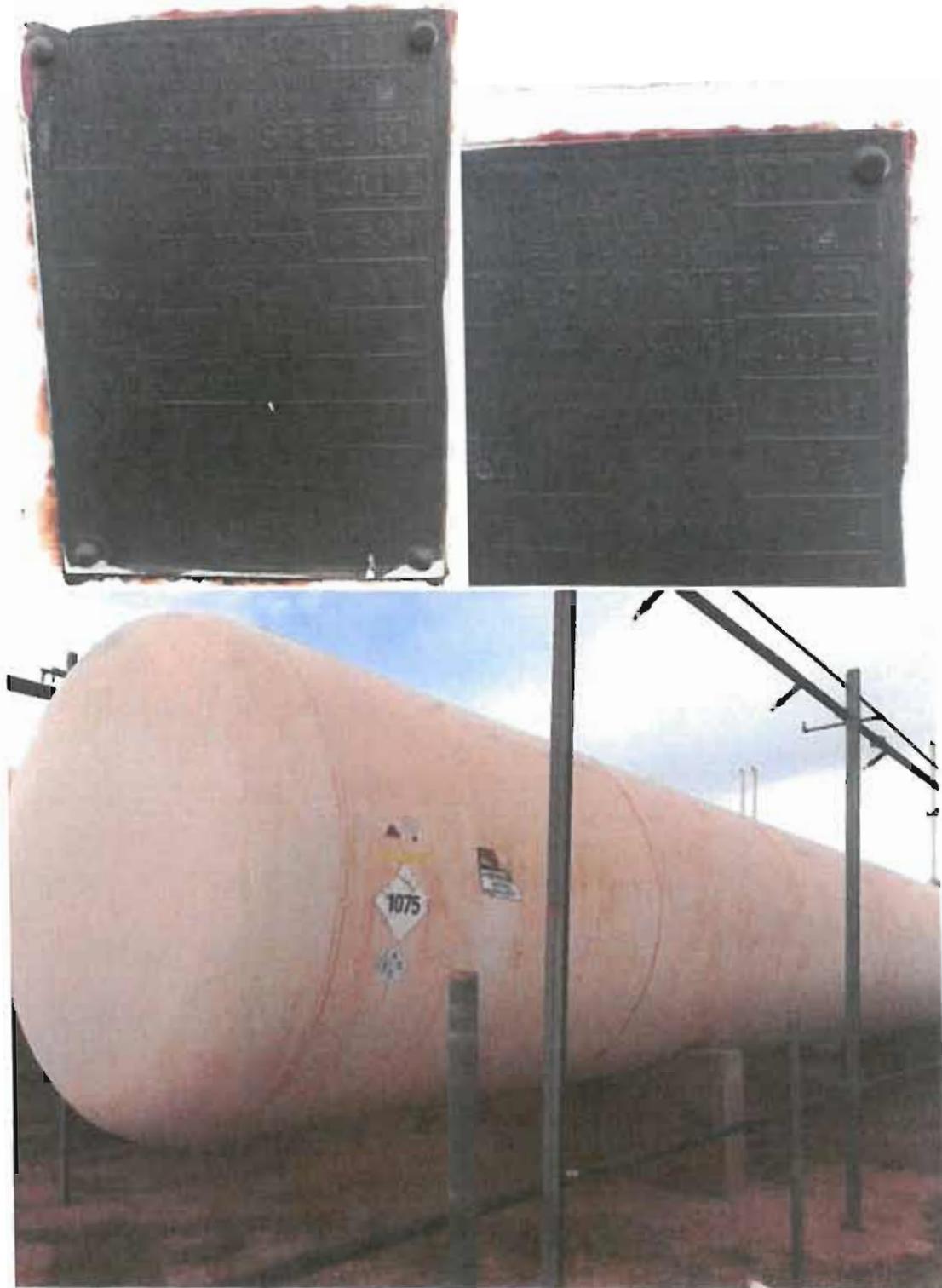
These recommendations and opinions are intended exclusively for use by Pronghorn Propane, LLC. The scope of services performed by CS Consulting LLC may not be appropriate to satisfy the needs of other situations/locations and any use or re-use of this document, or the findings presented herein. Additionally, the safeguards identified are not guaranteed to completely remove the hazard or ensure employee safety. The safeguards are only suggested to greatly reduce the probability of an incident or employee exposure. The opinions presented herein apply to the information provided and therefore, the opinions and recommendations in this report may not apply to future conditions that may exist at the site.

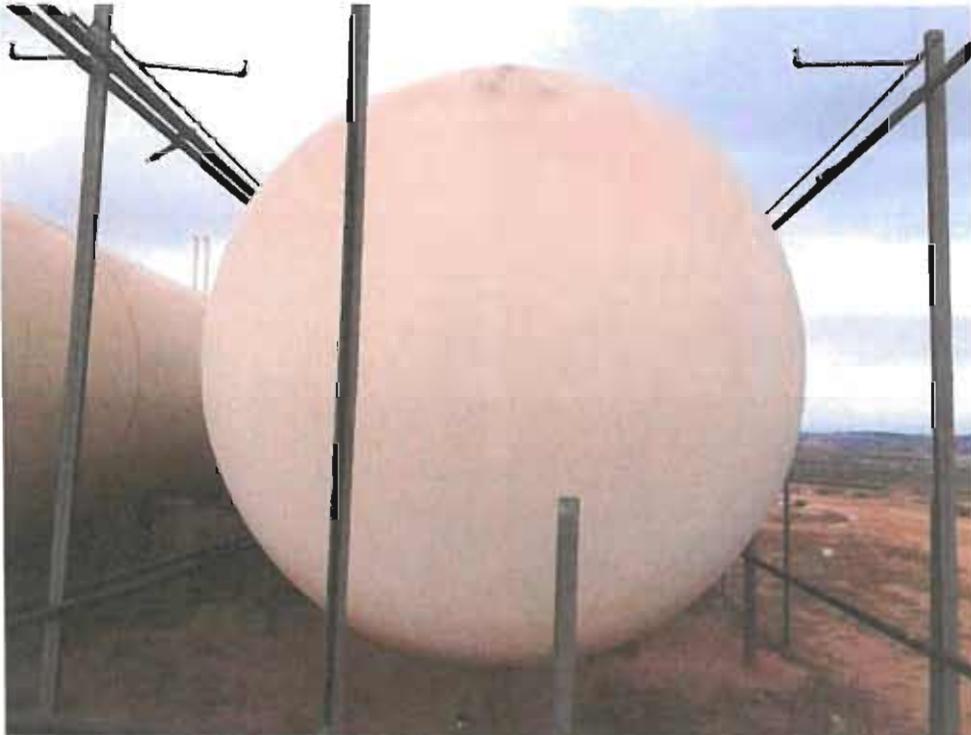
This report has been prepared to provide information concerning exposure to specific hazards identified by this report. It is not possible to identify hazards other than those specifically addressed or that could have changed before or after the report.

Appendices

Appendix A:

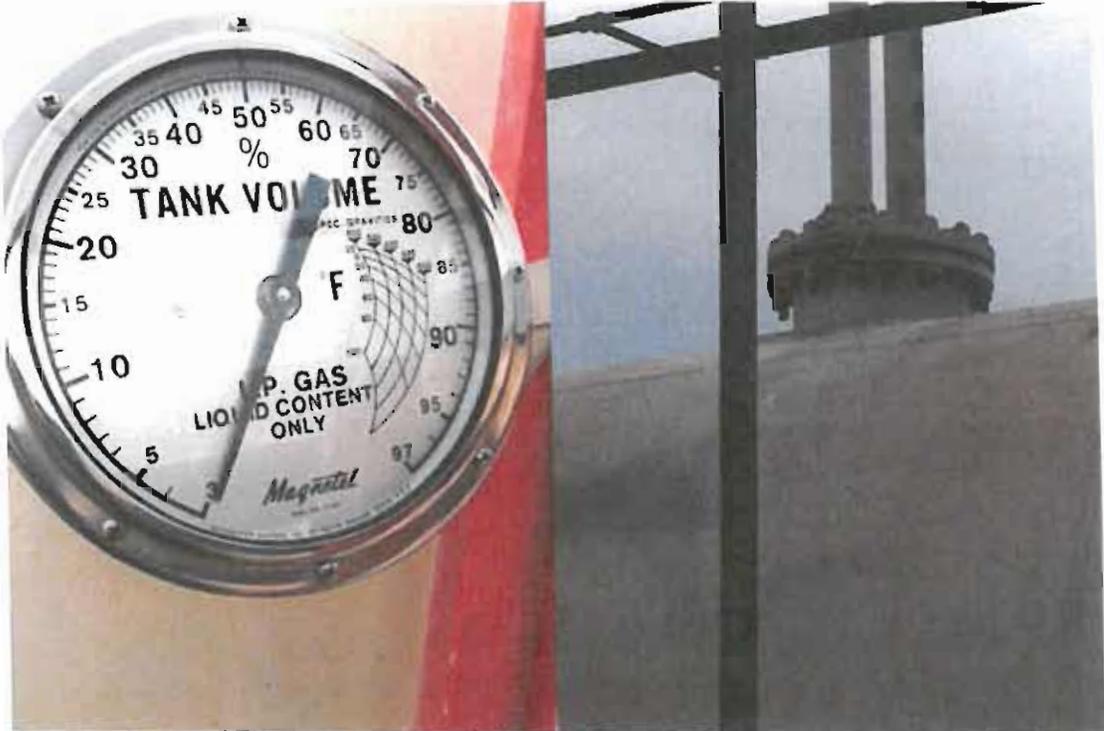
30,000 Gallon Tank Pictures





PRONGHORN PROPANE LLC, STORAGE AND
DISTRIBUTION SITE SAFETY PLAN

2016





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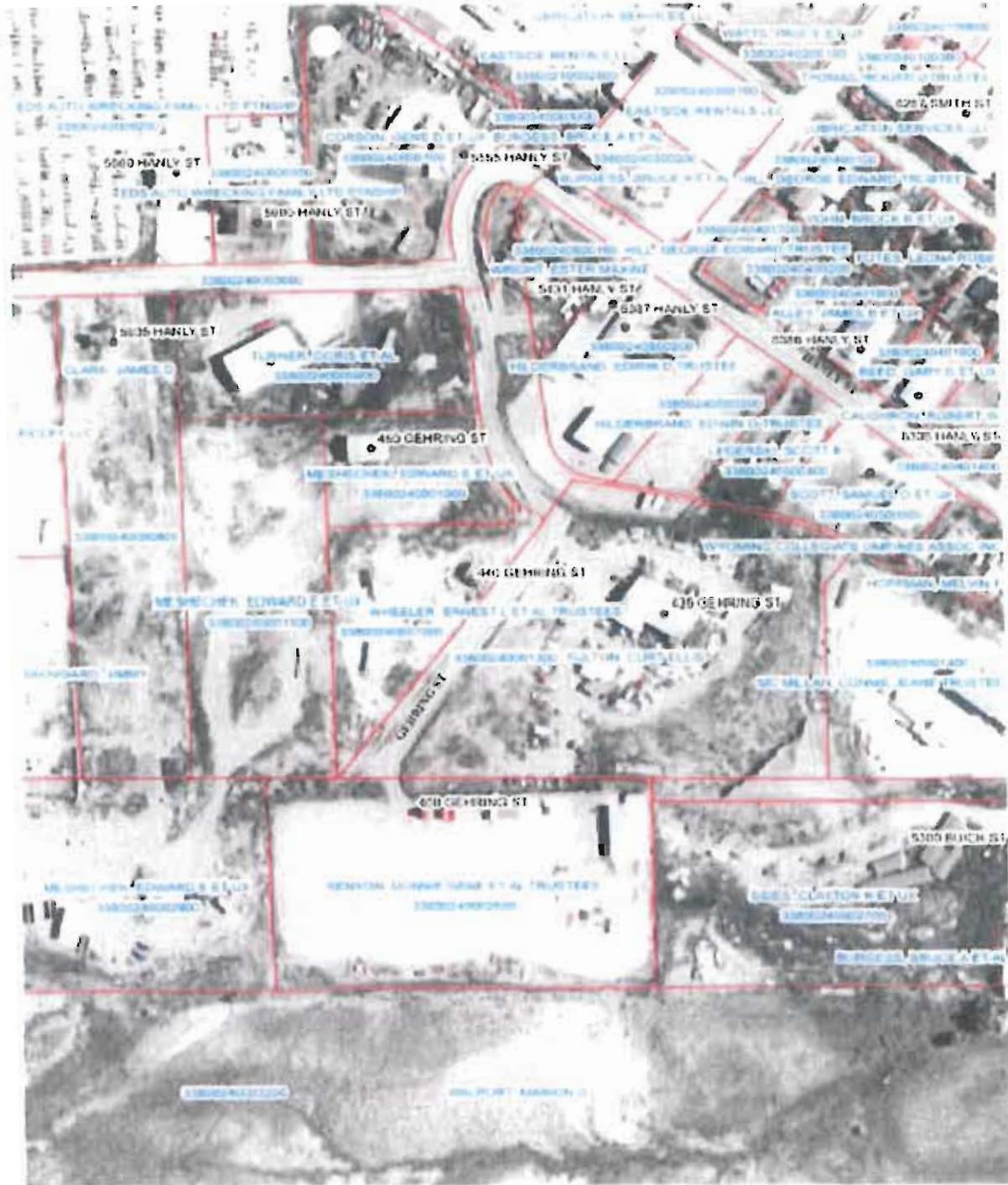
Appendix B:

SITE MAP - 450 Gehring Street

2 Lots - Meshechek Edward E ET UX

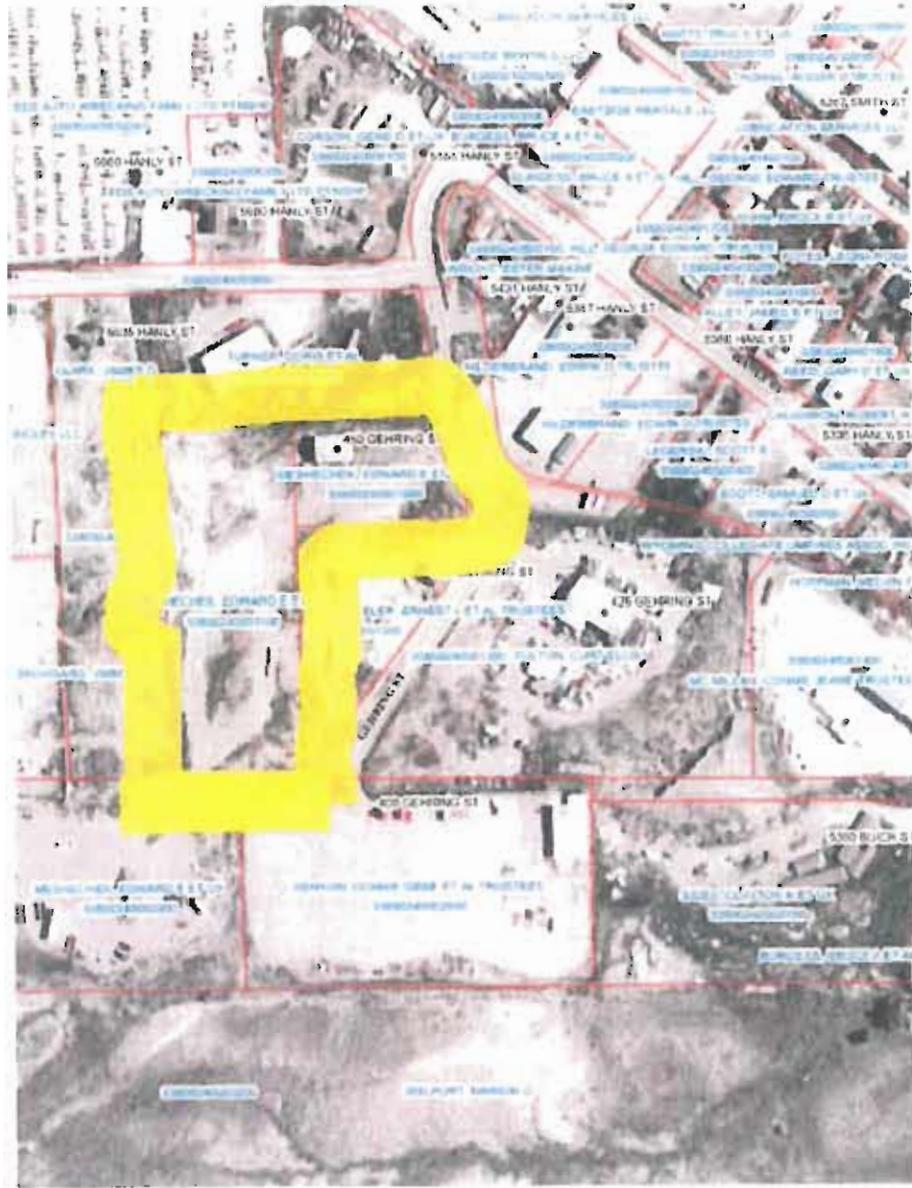
PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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Appendix C:
**National Board of Boiler and Pressure
Inspectors Required Markings**

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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NAMEPLATE MARKINGS

As noted previously, a legible nameplate is essential for ASME containers. Along with other important data such as working pressure, the nameplate will be stamped with the National Board symbol and a National Board number. The National Board symbol is the assurance that the container was fabricated in accordance with the ASME code in effect at the time of manufacture. The National Board number can be used to acquire the original Manufacturer's Data Report from the National Board which will show all the fabrication details of the vessel.

A few representative samples of nameplates are shown below. Note that the National Board symbol, National Board serial number and MAWP at F is stamped on each. All of these containers are suitable for propane service. Furthermore, with the National Board serial number, all the fabrication details are available from the National Board to further qualify the container's suitability.

Example 1: National Board Nameplate

S/N (NATL BD NO.) X0000000 - X0000000

CERTIFIED BY
NO NAME TANK CO
ASTORIA, OR, USA

MAWP	250	PSIG AT	125	F	2007
MAWP	15	PSIG AT	125	F	YEAR MFG
MDMT	112	F AT	250	PSIG	
RT	4	HEAD OR	HEM	THK	0.25"
US	SHLL CD	84"	THK	0.441"	MATL
	TANK NO.	6.595	CHL	310.50"	ODDA
					STD. 3 R

THIS CONTAINER SHALL NOT CONTAIN A PRODUCT HAVING A VAPOR PRESSURE IN EXCESS OF 215 PSIG AT 100 F

Example 2: National Board Nameplate

NATIONAL BOARD SERIAL NUMBER 0000

NO NAME TANK COMPANY

MAXIMUM ALLOWABLE WORKING PRESSURE	200
MAXIMUM ALLOWABLE WORKING TEMPERATURE	650
MANUFACTURER'S NUMBER	U-69
SHLL THICKNESS	1.00
HEAD THICKNESS	0.50
HEAD RADIUS	4.545
CENTRAL NUMBER	HD000
INSPECTOR NUMBER	X-000-00-000
YEAR BUILT	1952

Example 3: National Board Nameplate

NATIONAL BOARD NO. []

NO NAME TANK COMPANY

MAWP	250 PSIG @ 125 F	INSP STAMP
VARIOUS		
INS. SURFACE AREA	67	OR
WATER WT.	500	WATER WT.
37.42"	0.291"	0.210"
118.75"		
AG	1966	80%

ADDITIONAL RESOURCES

For the complete requirements for the design, installation and marking of LP-Gas containers, refer to the appropriate sections of the *Liquefied Petroleum Gas Code, NFPA 58*.

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Appendix D:
IFC 2012 Table 6104.3

**PRONGHORN PROPANE LLC, STORAGE AND
DISTRIBUTION SITE SAFETY PLAN**

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**TABLE 6104.3
LOCATION OF LP GAS CONTAINERS**

LP-GAS CONTAINER CAPACITY (water gallons)	AND BUILDINGS, PUBLIC WAYS OR LOT LINES OF ADJOINING PROPERTY THAT CAN BE BUILT UPON		MINIMUM SEPARATION BETWEEN LP- GAS CONTAINERS ^{b, c} (feet)
	Mounded or underground LP- gas containers ^a (feet)	Above-ground LP- gas containers ^b (feet)	
Less than 125 ^{c, d}	10	5 ^e	None
125 to 250	10	10	None
251 to 500	10	10	3
501 to 2,000	10	25 ^{e, f}	3
2,001 to 30,000	50	50	5
30,001 to 70,000	50	75	(0.25 of sum of diameters of adjacent LP-gas containers)
70,001 to 90,000	50	100	
90,001 to 120,000	50	125	

For SI: 1 foot = 304.8 mm, 1 gallon = 3.785 L.

a. Minimum distance for underground LP-gas containers shall be measured from the pressure relief device and the filling or liquid-level gauge vent connection at the container, except that all parts of an underground LP-gas container shall be 10 feet or more from a building or lot line of adjoining property which can be built upon.

b. For other than installations in which the overhanging structure is 50 feet or more above the relief-valve discharge outlet. In applying the distance between buildings and ASME LP-gas containers with a water capacity of 125 gallons or more, a minimum of 50 percent of this horizontal distance shall also apply to all portions of the building which project more than 5 feet from the building wall and which are higher than the relief valve discharge outlet. This horizontal distance shall be measured from a point determined by projecting the outside edge of such overhanging structure vertically downward to grade or other level upon which the LP-gas container is installed. Distances to the building wall shall not be less than those prescribed in this table.

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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- c. When underground multicontainer installations are comprised of individual LP-gas containers having a water capacity of 125 gallons or more, such containers shall be installed so as to provide access at their ends or sides to facilitate working with cranes or hoists.
- d. At a consumer site, if the aggregate water capacity of a multicontainer installation, comprised of individual LP-gas containers having a water capacity of less than 125 gallons, is 500 gallons or more, the minimum distance shall comply with the appropriate portion of Table 6104.3, applying the aggregate capacity rather than the capacity per LP-gas container. If more than one such installation is made, each installation shall be separated from other installations by at least 25 feet. Minimum distances between LP-gas containers need not be applied.
- e. The following shall apply to above-ground containers installed alongside buildings:
1. LP-gas containers of less than a 125-gallon water capacity are allowed next to the building they serve when in compliance with Items 2, 3 and 4.
 2. Department of Transportation (DOTn) specification LP-gas containers shall be located and installed so that the discharge from the container pressure relief device is at least 3 feet horizontally from building openings below the level of such discharge and shall not be beneath buildings unless the space is well ventilated to the outside and is not enclosed for more than 50 percent of its perimeter. The discharge from LP-gas container pressure relief devices shall be located not less than 5 feet from exterior sources of ignition, openings into direct-vent (sealed combustion system) appliances or mechanical ventilation air intakes.
 3. ASME LP-gas containers of less than a 125-gallon water capacity shall be located and installed such that the discharge from pressure relief devices shall not terminate in or beneath buildings and shall be located at least 5 feet horizontally from building openings below the level of such discharge and not less than 5 feet from exterior sources of ignition, openings into direct vent (sealed combustion system) appliances, or mechanical ventilation air intakes.
 4. The filling connection and the vent from liquid-level gauges on either DOTn or ASME LP-gas containers filled at the point of installation shall not be less than 10 feet from exterior sources of ignition, openings into direct vent (sealed combustion system) appliances or mechanical ventilation air intakes.
- f. This distance is allowed to be reduced to not less than 10 feet for a single LP-gas container of 1,200-gallon water capacity or less, provided such container is at least 25 feet from other LP-gas containers of more than 125-gallon water capacity.**

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Appendix E:
IFC 2012 Table 6109.12

TABLE 6109.12

SEPARATION FROM EXPOSURES OF LP-GAS CONTAINERS AWAITING USE, RESALE OR EXCHANGE STORED OUTSIDE BUILDINGS

QUANTITY OF LP-GAS STORED (pounds)	MINIMUM SEPARATION DISTANCE FROM STORED LP-GAS CYLINDERS TO (feet):						
	Nearest important building or group of buildings or line of adjoining property that may be built upon	Line of adjoining property occupied by schools, places of religious worship, hospitals, athletic fields or other points of public gathering; busy thoroughfares; or sidewalks	LP-GAS dispensing station	Doorway or opening to a building with two or more means of egress	Doorway or opening to a building with one means of egress	Combustible materials	Motor Vehicle fuel dispenser
720 or less	0	0	5	5	10	10	20
721 - 2,500	0	10	10	5	10	10	20
2,501 - 6,000	10	10	10	10	10	10	20
6,001 - 10,000	20	20	20	20	20	10	20
Over 10,000	25	25	25	25	25	10	20

For SI: 1 foot = 304.8 mm, 1 pound = 0,454 kg.

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Appendix F:
Fire Hydrant Location

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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Appendix G:
Written Fire Safety Analysis

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WRITTEN FIRE SAFETY ANALYSIS – NFPA 58 Section 6.25.3.2

THE EFFECTIVENESS OF TOTAL PRODUCT CONTROL MEASURES

All (Total Product Control) equipment, piping, valves, excess flow valves, emergency pull stations & valves (ESVs), tank(s), and back check valves will be installed in accordance with NFPA 58 at time of installation. The safety valves and manual breech stations will provide for propane flow shut down in the event of pipe/valve failure and tanker truck pull away. The liquid line is approximately 2.00 inches in size and the vapor line is 1.5 inches.

Emergency shutoff valves and backflow check valves required in the code shall be tested annually for functions required by 5.12.4. The results of the test shall be documented.

***A shutdown process will be provided for Fire Department Personnel once the installation is complete.**

LOCAL CONDITIONS OF HAZARDS WITHIN THE CONTAINER SITE

This property is located near the intersection of Gehring St. and Hanley St., Natrona County, Mills, Wyoming. The physical address of the facility is 450 Gehring Street, Mills, Wyoming, 82604. Pronghorn Propane LLC will begin operating at this location in 2016 as a Propane distribution facility.

This facility includes one 30,000 gallon LP-Gas tank(s) and associated piping, valves, bulkheads, emergency shut-off systems and other equipment. The tank will be located centrally in the lot with the ends aligned in a North by South direction that forecasts the safest projectile routes of the ends of the tank in the event of an explosion. Unloading LP gas is accomplished by trained personnel and attendants. The public is not allowed on the property without authorized personnel. The site is located in an area that is zoned as light industrial with little traffic and exposure to the public.

Minimum safe firefighting approach distance is considered 300 feet from tank sides. Possible fire control staging area(s) can be identified near the hydrant at the intersection of Gehring and Hanley or near the entrance to the facility. This facility is manned during normal business hours and has a fence around the property for after-hours security.

EXPOSURE TO AND FROM OTHER PROPERTIES

ERG GUIDE 115 –Next Page

GUIDE GASES - FLAMMABLE
115 (INCLUDING REFRIGERATED LIQUIDS)

POTENTIAL HAZARDS

FIRE OR EXPLOSION

• **EXTREMELY FLAMMABLE.**

- Will be easily ignited by heat, sparks or flames.
- Will form explosive mixtures with air.
- Vapors from liquefied gas are initially heavier than air and spread along ground

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966) and Methane (UN1971) are lighter than air and will rise. Hydrogen and Deuterium fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

- Vapors may travel to source of ignition and flash back.
- Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
- Containers may explode when heated.
- Ruptured cylinders may rocket.

HEALTH

- Vapors may cause dizziness or asphyxiation without warning.
- Some may be irritating if inhaled at high concentrations.
- Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite.
- Fire may produce irritating and/or toxic gases.

PUBLIC SAFETY

- **CALL EMERGENCY RESPONSE Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.**
- As an immediate precautionary measure, isolate spill or leak area for at least 100 meters (330 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind, uphill and/or upstream.
- Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks)

PROTECTIVE CLOTHING

- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing will only provide limited protection.
- Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

EVACUATION

Large Spill

- Consider initial downwind evacuation for at least 800 meters (1/2 mile)

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions, also, consider initial evacuation for 1600 meters (1 mile) in all directions.
- In fires involving Liquefied Petroleum Gases (LPG) (UN1075); Butane, (UN1011); Butylene, (UN1012); Isobutylene, (UN1055); Propylene, (UN1077); Isobutane, (UN1969); and Propane, (UN1978), also refer to BLEVE - SAFETY PRECAUTIONS (Page 368)



In Canada, an Emergency Response Assistance Plan (ERAP) may be required for this product. Please consult the shipping document and/or the ERAP Program Section (page 391).

GASES - FLAMMABLE
(INCLUDING REFRIGERATED LIQUIDS)

GUIDE
115

EMERGENCY RESPONSE

FIRE

- DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957) and Hydrogen, refrigerated liquid (UN1966) burn with an invisible flame. Hydrogen and Methane mixture, compressed (UN2034) may burn with an invisible flame.

Small Fire

- Dry chemical or CO₂.

Large Fire

- Water spray or fog.
- Move containers from fire area if you can do it without risk

Fire involving Tanks

- Fight fire from maximum distance or use unmanned hose holders or monitor nozzles.
- Cool containers with flooding quantities of water until well after fire is out.
- Do not direct water at source of leak or safety devices; icing may occur.
- Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.
- ALWAYS stay away from tanks engulfed in fire.
- For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK

- ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area)
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material
- Stop leak if you can do it without risk.
- If possible, turn leaking containers so that gas escapes rather than liquid
- Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material
- Do not direct water at spill or source of leak.
- Prevent spreading of vapors through sewers, ventilation systems and confined areas.
- Isolate area until gas has dispersed.

CAUTION: When in contact with refrigerated/cryogenic liquids, many materials become brittle and are likely to break without warning.

FIRST AID

- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- Clothing frozen to the skin should be thawed before being removed.
- In case of contact with liquefied gas, thaw frosted parts with lukewarm water.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.
- Keep victim calm and warm.

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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EXPOSURE TO AND FROM OTHER PROPERTIES Cont.

The worst case scenario includes the total failure of one 30,000 gallon tank. The worst case scenario of a propane vapor cloud explosion of 30,000 gallons of propane could cause 2nd degree burns (exposure for duration of fireball).

This area is primarily light industrial and commercial with some residential areas. In the event of a fire, there is a possible impact to the surrounding facilities. The fire department and other emergency personnel must be prepared for evacuating all areas in the event of a significant fire. This would include the evacuation of residential/commercial areas, and closing streets and other roadways. Emergency personnel must be prepared to control simultaneous fires.

THE PROBABLE EFFECTIVENESS OF PLANT FIRE BRIGADES or LOCAL FIRE DEPARTMENTS

Employees of the facility and/or the employees of LP-Gas tanker delivery trucks emergency objectives:

- Employees are to be responsive to immediately shutting off or stopping LP-Gas leaks on scene.
- Pronghorn Propane LLC training focus for emergency operations will be LP GAS safety training on how to stop or slowing the leak of any gas releases, along with eliminating any ignition sources.
- The responsibility of each employee will be rehearsed with Safety Training.

A written Emergency action plan will developed once the site is established and operational. This will be available on location at all times and trained upon by all employees. The Plan will include the following:

- Sounding an alarm.
- Notifying Emergency Responders.
- Controlling the release, where possible.
- Shutting down the plant with the Emergency Valve Operation.
- Shutting down Plant Storage and transfer points.
- Shutting down of all electrical power systems and welding/cutting operations.
- Shutting down of all known ignition sources, where possible.
- Evacuating plant area.
- Identifying pre-designated locations at which the plant personnel should meet.
- Evacuating personnel to a higher ground, when deemed appropriate.
- Evacuating neighbors, if necessary.
- Assessing the status of missing or injured employees.
- Securing the perimeter. 14) Securing outdoor objects.

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

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- Providing assistance to the emergency responders.
- Other relevant action items.

LOCAL FIRE DEPARTMENT CAPABILITY AND AVAILABLE WATER SUPPLY

The City of Mills Fire Department has a station approximately 1.4 miles from this site and County Fire Station #7 approximately 2.4 miles away. It is assessed that due to the proximity of the location, Fire Department personnel may be applying cooling water on a container within 10 minutes. This calculation is based off of the following:

- Alarm Receipt & Handling Time by PSCC Dispatch – 1-2 minutes for the fire department first receiving the alarm.
- Turnout Time - 1 minute for Natrona County Fire Protection District, 1 minute for Mills Fire Department if the apparatus is staffed by career fire fighters and 4 minutes if the apparatus is staffed by volunteer fire fighters.
- Travel Time - 2 minutes for each mile the fire apparatus must travel in an urban/suburban setting and 1.5 minutes for each mile the fire apparatus must travel in a rural setting.
- Reaching the facility entrance. Fire personnel are able to establish their water supply on the way to the entrance to the facility. Fire fighters must then determine the nature and severity of the emergency, determine how they are going to deal with the emergency, and implement their attack. It would be assessed that this could take anywhere from 2-10 minutes.

The above calculation estimates first response and applying water to the LP-Gas tank at 7+ minutes.

A blue painted hydrant is available within 300' of the entrance of the facility. Fire department flow rates needed to control an LP-Gas emergency must be 250-500 GPM for each involved tank or truck involved. This fire hydrant is estimated to have flow rates over 250 gpm.

Prevailing winds shall be accounted for when controlling LP-Gas fires. Due to the size of the facility lot, there will be more than two available access points to control the 30,000 gallon tank, located centrally in the lot. Pronghorn Propane LLC, is to maintain access points throughout the facility at all times.

It is recommended that fire service personnel conduct emergency operation training and familiarization that this facility annually.

CONCLUSION OF ANALYSIS:

Any future LP-Gas Storage Tank installations are not considered in this analysis. Construction documents for installation of tanks were not reviewed. Installation will be performed by

PRONGHORN PROPANE LLC, STORAGE AND DISTRIBUTION SITE SAFETY PLAN

2016

competent subject matter experts. Local AHJ will have the ultimate authority to ensure all aspects of safety and the code are implemented and maintained.

NFPA-58 states that two conditions must be met for Special Fire Protection to be required, that serious hazards to adjacent structures exist and that the local fire department be incapable of managing an LP-Gas fire/leak. This Fire Safety Analysis has concluded that a serious hazard does not apply and therefore no additional fire protection be required.

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CONDITIONAL USE PERMIT REQUEST
TO ALLOW
THE STORAGE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS IN EXCESS OF 12,000 GALLONS

CUP16-3

Staff Report: Trish Chavis
August 31, 2016

For

September 13, 2016
Planning and Zoning Commission

And

October 4, 2016
Board of County Commissioner Meeting

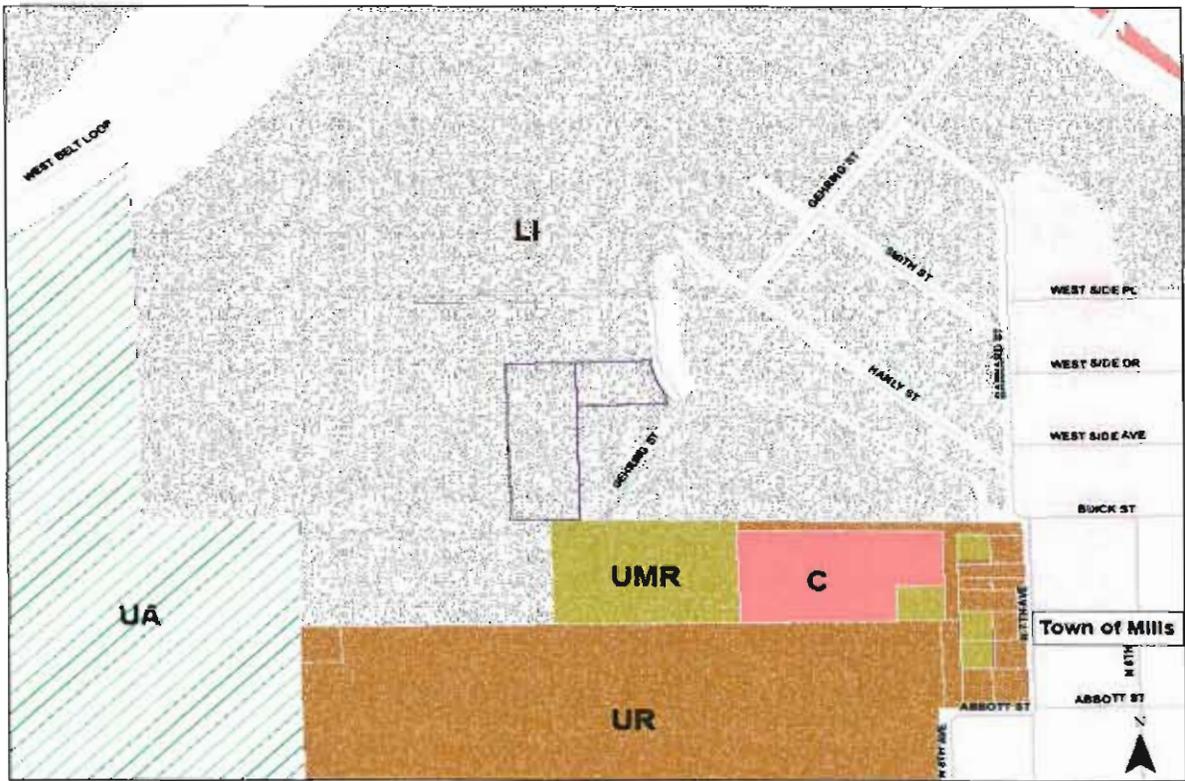
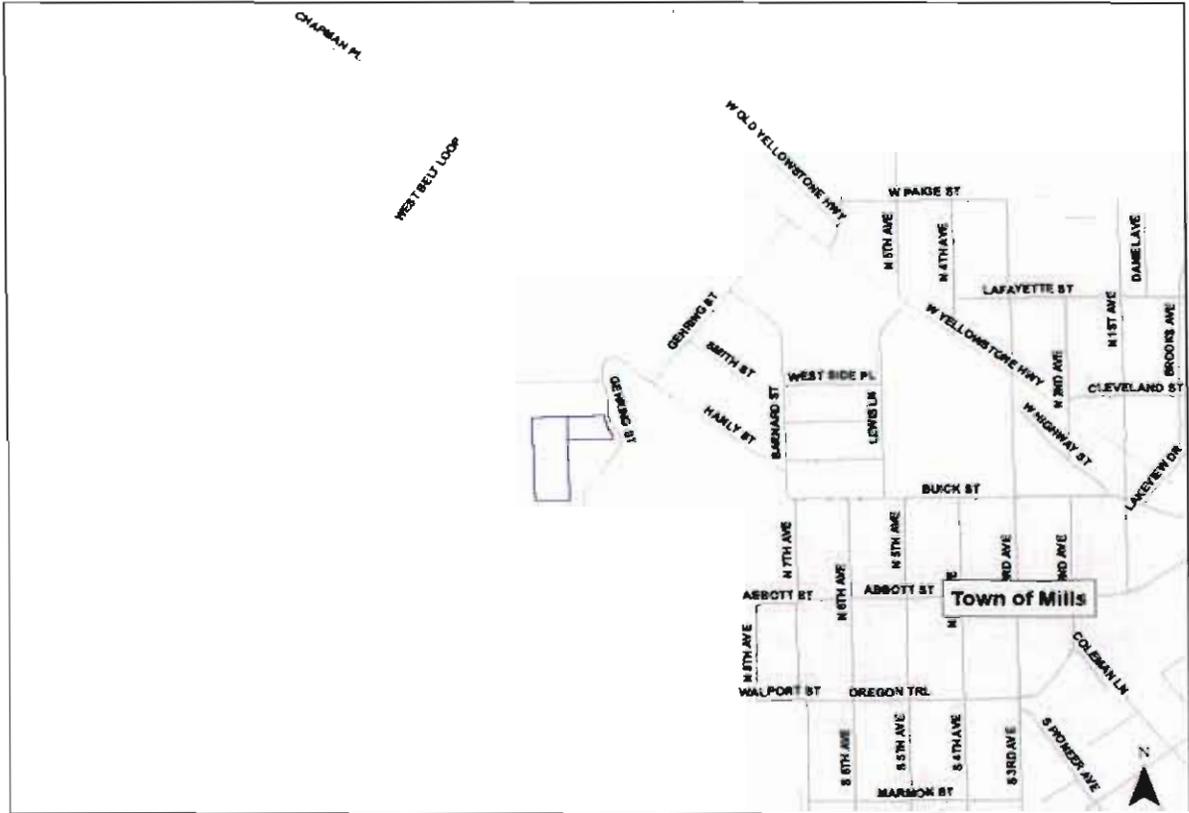
Applicant: Luke Ginsbach, Pronghorn Propane, LLC

Request: Storage of flammable and combustible liquids in excess of 12,000 gallons. Applicant is requesting one 30,000 propane gallon storage tank in addition to two 3,200 gallon propane trucks and individual 33 lb. and 100 lb, 500 gallon and 1,000 gallon propane tanks.

Location and Zoning

The parcels are located in a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 33 North, Range 80 West of the 6th Principle Meridian, Natrona County, Wyoming. The Conditional Use Permit will consist of two lots for a total of 3.79 acres. More commonly referred to as 450 Gehring St.

The parcel is zoned Light Industrial (LI). The properties to the north, east, and west are also Light Industrial (LI). The south is Urban Mixed Residential (UMR) and Light Industrial (LI).



General Standards
For
Conditional Use Permits

Conditional Use Permit to allow the storage of flammable and combustible liquids in excess of 12,000 gallons.

Criteria for Approval: Applicant must meet all, *Applicants responses are italicized*

1. Will granting the conditional use permit contribute to an overburdening of county services?

The road will see very little additional traffic due to the propane tank being there. In the rare event of an ignition emergency, the fire department would be needed but they have been made aware of the storage tank proposal.

The premise is partially fenced but plans are to completely fence the property with chain link fence. It will be locked and secured so this should mitigate needs for law enforcement.

Finding of Fact: There appears to be no additional burden to county services. The access to this property is not a county maintained road.

2. Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?

The property will only be accessed by 2 to 3 Pronghorn Propane Employees and the occasional delivery truck to fill the tank. The propane tank being there is estimated to increase the traffic by an average of two to eight vehicles per day on Gehring Street. The public will not be accessing the property. All vehicles coming to the property will park in the property and not on the roadway. There will be no people living there so it will not increase the population density. Propane is nontoxic, non-caustic and it will not create an environmental contamination hazard in the event of a spill. The only danger of a spill is the rare possibility of ignition. The tank is being located in the middle of the back property to isolate damage to Pronghorn Propane's property in the event of a rarely occurring ignition actually happening.

Finding of Fact: Granting the Conditional Use Permit will not cause undue traffic, parking or population density. The propane company will have minimal employees and not be open to the public.

3. Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?

The area surrounding the property is industrial. The majority of the adjacent property is a car crushing business as well as another business that already has a special use permit. The majority of the property is currently covered in road base. The current road base will have additional road base. Weeds will be kept to a minimum to keep the property looking nice.

The industrial usage of Pronghorn Propane's property will closely match in purpose and look as nice or nicer than the majority of the surrounding properties.

Finding of Fact: Granting the Conditional Use Permit will not impair the use of adjacent property or alter the character of the neighborhood. The propane company will not result in substantial and continuous noise, odor or vibration. The addition of an above ground propane tank will not change the character of the neighborhood as the area consists mostly of industrial parcels.

4. Will granting the conditional use permit detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or Zoning Resolution?

The storage tank will be stored near the center of the property with fire suppressant measures installed as per the Site Safety Plan. Propane is nontoxic, non-caustic and it will not create an environmental contamination hazard in the event of a spill. The only danger of a spill is the rare possibility of ignition. The tank is being located in the middle of the back property to isolate damage to Pronghorn Propane's property in the event of a rarely occurring ignition. There is also a fire hydrant close by the front entry of the property in the event of fire. There will also be multiple fire extinguishers located throughout the property.

The Development Plan recommends the infill with industrial and commercial. Upgrade the roads with and ISD and coordination with Mills for future annexation.

Collaboration with municipalities on any development actions within one mile of the municipality is a policy within the Development Plan. Activities occurring within the growth area boundaries but within the county authority will require the Development Department to coordinate any requested Planning and Zoning activities with the affected city or town. *2016 Development Plan Chapter 2.6(1) Policy 4 at Pg. 2-6*

The subject property is located roughly ¼ mile from the Town of Mills. Staff did send notification of this Conditional Use Permit to the Town of Mills for comment. Mills Town Council does not have concerns with this CUP.

Staff also sent the application and the Site Safety Plan to the Natrona County Fire Marshal, Bob Fawcett, for review and comments. As long as the safety plan is followed, he has no issue with this CUP.

5. **Finding of Fact:** With the proposed measures and outlined process above the CUP will not detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or Zoning Resolution.

Public Comment

As of the date of this staff report there have been no comments received. Staff sent the public notice to 51 neighbors within ½ mile.

Recommendation

Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested Conditional Use Permit to be contained on the two parcels equaling 3.79 acres, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

From: [Bob Fawcett](#)
To: [Trish Chavis](#)
Subject: RE: Pronghorn Propane CUP
Date: Monday, August 22, 2016 10:20:12 AM

Trish, I have reviewed this and as long as they follow the recommendations made in the safety plan I do not have any issues.

Bob Fawcett
Fire Marshal
Natrona County Fire Protection District
307-234-8826

From: Trish Chavis
Sent: Monday, August 22, 2016 10:01 AM
To: Bob Fawcett <bfawcett@natronacounty-wy.gov>
Subject: FW: Pronghorn Propane CUP

Bob-

Have you had a chance to review this application for a Conditional Use Permit? We will be taking this item to the Planning Commission on the 13th, they will most likely ask if you have any concerns.

Please let me know if you need anything from me or have any questions.

Thank you,

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235-9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. 5 16-4-201 et seq., and are subject to public disclosure pursuant to this Act.

From: Trish Chavis
Sent: Monday, July 25, 2016 4:53 PM
To: Bob Fawcett
Subject: Pronghorn Propane CUP

Bob-

I have attached the Conditional Use application and safety plan for Pronghorn Propane's CUP to

store over 30,000 gallons of flammable and combustible liquids. This will be off of Gehring/Hanly area.

Can you please review this application and safety plan and send me any questions or comments? Also, in the site safety plan there is a minimum for GPM from the hydrant. Can you see if this hydrant that they refer to is capable of supplying the right amount of GPM? (I did send the hydrant question to the Town of Mills)

If you need anything from me, please let me know.

Thank you,

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235-9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 et seq., and are subject to public disclosure pursuant to this Act.

From: [Kevin O'Hearn](#)
To: [Trish Chavis](#)
Subject: RE: CUP for Pronghorn Propane
Date: Monday, August 22, 2016 11:40:00 AM

The council doesn't have a real concern with it, any improvement up there amongst the vacant buildings and run down property will be an improvement is what most of us think.
Keep up the good work.

Mills doesn't have a problem with it. Are they going to improve Gehring Rd. with this new business?

Kevin

From: Trish Chavis [mailto:tchavis@natronacounty-wy.gov]
Sent: Thursday, August 18, 2016 1:45 PM
To: Kevin O'Hearn <kohearn@millswy.gov>
Subject: CUP for Pronghorn Propane

Kevin-

Have you had a chance to get a response for this Conditional Use Permit I sent out? We are taking this to the Sept 13th Planning Commission meeting and I know they will ask...

Any response from the Town of Mills would be great.

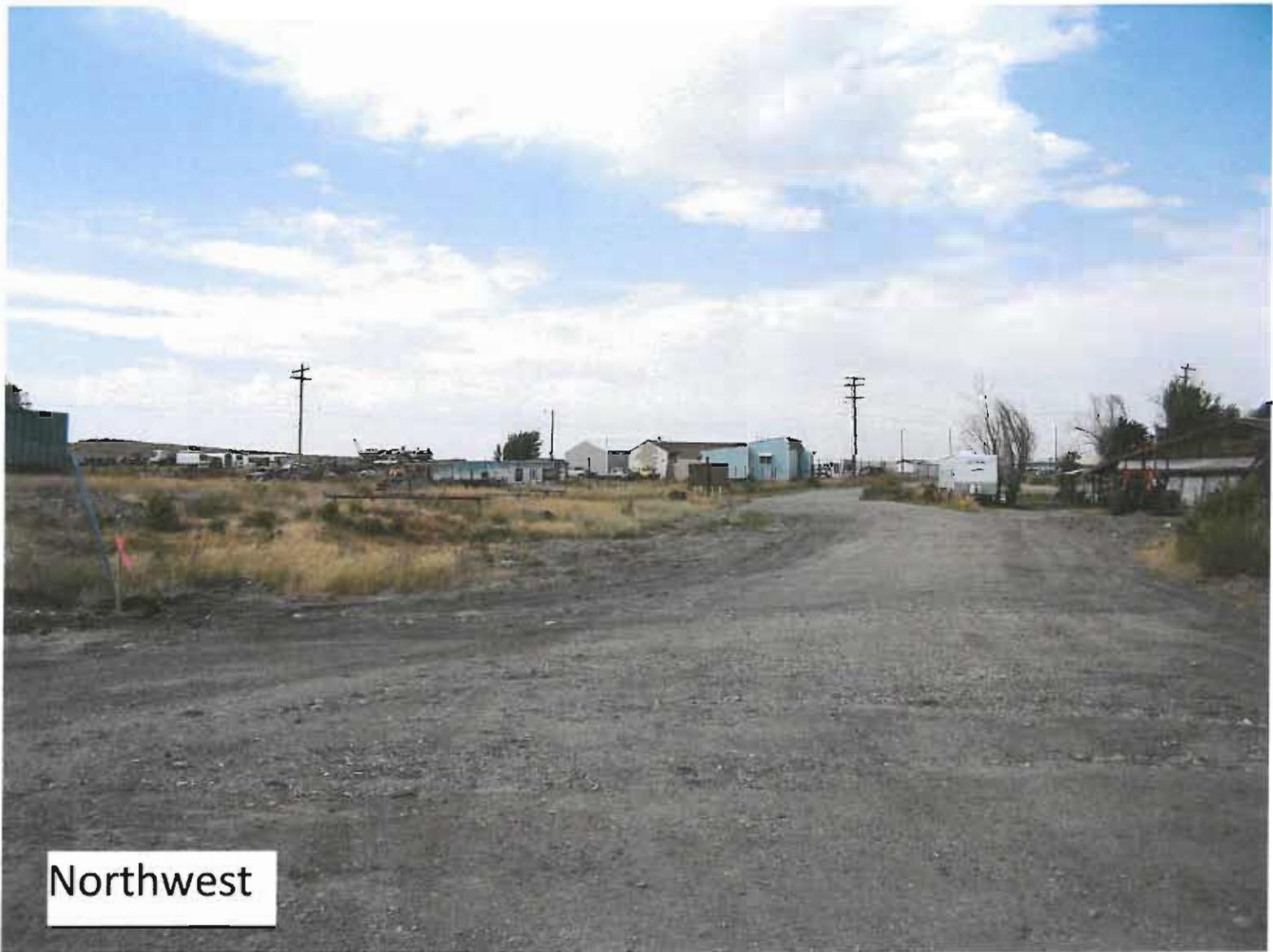
Thank you,

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235-9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. 5-16-4-201 et seq., and are subject to public disclosure pursuant to this Act.



East



Northwest



South

Subject
Property



Looking southwest at subject property

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NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners
From: Jason Gutierrez, PE 
Date: September 15, 2016

RE: CUP16-4—A request by Mercury Towers, LLC for approval of a Conditional Use Permit to construct a 195' Telecommunication Tower within a 80' x 80' lease area. The tower will be located in a portion of Section 13, Township 30 North, Range 83 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is more commonly referred to as 22014 State Highway 220.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Approve

At its September 13, 2016 meeting, the Planning and Zoning Commission acted unanimously to recommend approval of the requested Conditional Use Permit by the Board of County Commissioners.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

CONDITIONAL USE PERMIT APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant

Owner

1. Name: Mercury Towers Name: Miles Land & Livestock CO (Jim Price)
2. Address: 4760 Preston Rd, Suite 244-291, Frisco, TX 75034 Address: 15520 HWY 487, Casper, WY 82604
3. Phone: (214) 436-2986 Phone: (307) 265-2818
4. Explain why you are requesting this conditional use permit and detail the proposed use:
Proposed 195' Telecommunications Tower within a 80'X80' lease area.

5. Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range). E 1/2, NE 1/4, Section 13, Township 30 South, Range 83 West, W.M.

6. Current zoning of property: RAM - Ranching, Agricultural, and Mining
7. Type of sewage disposal: Public Septic Holding Tank Other N/A
8. Source of water: N/A - No water required.
9. This property was purchased from: Facility ground area will be leased from Miles Land & Livestock CO
10. The date this property was purchased: N/A

On separate sheets of paper, please respond to the following questions and provide explanations for your answers:

- Will granting the conditional use permit contribute to an overburdening of County Services?
- Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?
- Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?
- Will granting the conditional use permit detrimentally affect the public health, safety and welfare?

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to



give authority to violate or cancel the provisions of any State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant:  Date: July 18, 2016
(Signature)

Print Applicant Name: Aaron Gunn

Owner: _____ Date: _____
(Signature)

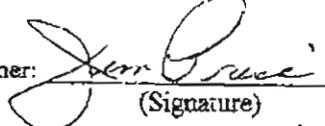
Print Owner Name: _____

received
7/22/16

give authority to violate or cancel the provisions of any State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant:  Date: July 18, 2016
(Signature)

Print Applicant Name: Aaron Gunn

Owner:  Date: 7-20-16
(Signature)

Print Owner Name: MILES LAND & LIVESTOCK CO.
Jim PRICE (SECRETARY)

MERCURY TOWERS

Natrona County Planning & Zoning Commission
200 North Center Street
Casper, WY 82601

July 11, 2016

Re: Proposed Telecommunications Tower on Canal Bank Rd, Alcova, WY

Dear Commissioners:

Mercury Towers, LLC is a full service tower development company that specializes in the development and construction of communications tower sites in the Rocky Mountain region of the United States. Mercury Towers designs and constructs its towers for a MINIMUM of 4 full broadband carriers, as well as excess capacity for smaller carriers, emergency services, etc. Mercury has developed excellent relationships with all broadband carriers in the region, and has Site Lease Agreement templates in place for the quick execution of agreements. Within the past year, Mercury Towers has signed Site Lease Agreements with companies such as AT&T Wireless, T-Mobile, and Verizon, and also facilitated many installations of equipment for emergency services on its towers.

For more information, please do not hesitate to contact me directly. I can be reached at (214) 436-2986, or you can email me at aaron@mercurytowers.com.

Sincerely,



Aaron Gunn

President
Mercury Towers

4760 Preston Road, Suite 244-291, Frisco, TX 75034
P: (214) 436-2986 F: (214) 572-9361





CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

Natrona County Conditional Use Permit Application

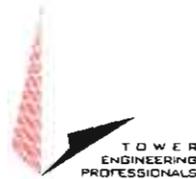
**Proposed Mercury Tower Cell Tower and Compound
Canal Bank Road, Alcova, WY 82620**

July 20, 2016

Prepared For:

Natrona County Development Department
200 North Center Street, Room 202
Casper, WY 82601
(307) 235-9435

Prepared By:



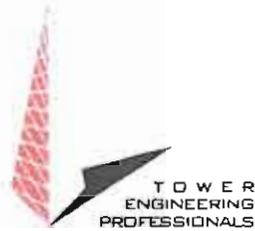
Tower Engineering Professionals, Inc.
5545 West 56th Ave, Unit E
Arvada, CO 80002
(303) 566-9914

Representing:



Mercury Towers
4760 Preston Road, Suite 244-291
Frisco, TX 75034
(214) 436-2986





CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

Letter of Intent

Mercury Towers Conditional Use Permit application is for an un-manned wireless telecommunication facility to be constructed on a 340 acre property zoned RAM (Ranching, Agricultural and Mining). The property is located on Canal Bank Road, Alcova, WY 52620 off of WY Highway 220, just north of Alcova Reservoir and is owned by the Miles Land & Livestock CO. The proposed facility will consist of a 195' self-support tower and 6,400 sq. ft. or leased ground area.

The proposed Mercury Tower wireless telecommunication facility will be designed to accommodate multiple carriers. Upon approval, this tower will be solicited by Mercury Towers to all broadband carriers that serve the Rocky Mountain Region. Mercury Towers has excellent relationships with carriers such as AT&T, Verizon, T-Mobile and have Site Lease Agreement templates in place to quickly process and get those carriers to collocate on their towers. This will provide wireless service in areas where there is limited to no coverage at the present time, and it will improve service in areas where the signal is weak and calls are dropped. While there is an existing Union Wireless tower located across WY Highway 220 the existing tower has limited structural capacity for additional carriers such as AT&T, Verizon and T-Mobile which Mercury Towers regularly caters to. In addition to improved in-building and in-vehicle service the additional cell coverage in the area would enable local residents to communicate and convey information during an emergency; for example wildfires (emergency personnel can respond more quickly and potentially reduce losses) and severe weather conditions, residents and motorists would be able to readily communicate the need for assistance.

Site Specific Information

Per the Conditional Use Permit Application requirements, please respond to the following questions and provide explanations for your answers:

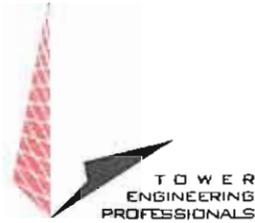
- **Will granting the conditional use permit contribute to an overburdening of County Services?**
 - TEP Response: No. No county services will be required. All utilities required will be ordered and paid for by Mercury Towers and any future carrier.
- **Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?**
 - TEP Response: No, proposed site will not cause any additional traffic, parking, population density or environmental problems. The facility will be unmanned and will be only be visited on a monthly basis by site technicians.
- **Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?**
 - TEP Response: No, proposed site will not impair the use of adjacent properties or alter the character of the neighborhood. The majority of the adjacent properties are vacant and the neighborhood and properties to the south in Alcova will be shielded from the majority of the tower.
- **Will granting the conditional use permit detrimentally affect the public health, safety and**

CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016



welfare?

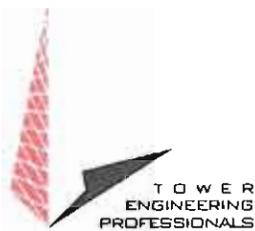
- TEP Response: No, proposed site will be constructed to meet all required FCC guidelines. See supplied NIER study for additional information.

Natrona County Zoning Regulations Review

Section 15. Communication Towers and Wireless Telecommunications Facilities

C. Location of Wireless Telecommunications Facilities

- Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority and eight (8) being the lowest priority.
 - On County or other publicly owned facilities – **TEP Response: No County or publically owned facilities in the vicinity.**
 - On existing Towers or other structures without increasing the height of the tower or structure - **TEP Response: A Union Wireless Tower is located approximately ½ mile to the southeast of this proposed site. Upon review of the structural drawings there is limited structural capacity for the 45-ft tower that would not accommodate future carriers and the allowable RF centerline would not meet future carriers objectives of improving coverage long Route 220 to the northeast and to the west of Alcova. See attached correspondence for additional details.**
 - On Casper Mountain in existing tower sites – Tower Hill, K2 Tower and Micro Road. - **TEP Response: Casper Mountain is located approximately 24 miles to the northeast and would not provide coverage in this area.**
 - On properties in areas zoned HI (Heavy Industrial) - **TEP Response: The closest area zoned HI is approximately 27 miles to the northeast near Casper – Natrona County International Airport.**
 - On properties in areas zoned LI (Light Industrial) - **TEP Response: The closest area zoned LI is approximately 25 miles to the northeast on the west side of the Casper.**
 - On properties in areas zoned C (Commercial) - **TEP Response: The closest area zoned C is ½ mile to the east along SR-220 and CR-412. The elevation difference is over 200' and would not provide clearance over several ridges and topography obstructions. The proposed tower has a base elevation of 5,571' and commercial property has an elevation of approximately 5,350' +/- . In order to obtain their RF objectives a much taller tower would be required.**
 - On properties in areas zoned RAM (Ranching, Agricultural and Mining) - **TEP Response: The proposed site is located in this zone. The property is currently vacant and located close to a ridgeline provides additional elevation to clear several other ridges and topography obstructions in the area to meet their RF objectives. Sec attached RF propagation maps.**
 - On properties in areas zoned UA (Urban Agricultural) - **TEP Response: The closest area zoned UA is located approximately 21 miles to the northeast on the southwest side of Casper.**



CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

- b. Applicants proposing to co-locate on existing structures or towers, (1) or (2) above are exempt from these regulations. Applicants must apply for necessary building, zoning, or other permits. A copy of the antenna FCC tower registration shall be filed with the Development Department.

TEP Response: All applicable permits will be filed prior to construction including all zoning permits and county building permits. Per FCC's Towair search tool this proposed structure will not be required to be registered with the FCC. See attached TOWAIR Determination Results. If FCC registration is required per the county Mercury Towers can register the tower as a condition of approval.

- c. If the proposed site is not proposed for the highest priority listed above, then the County may request a detailed explanation as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.

TEP Response: See explanation on last page. The only real options for a telecommunication facility in this area would be Priority #2 – Co-location on Existing Tower and #6 – Commercial Zoned property. In regards to the Co-Location the existing tower is only 45' tall, with panel antennas at 45', one 8' dishes at 20', and designed in TIA/EIA-222-Rev F. As is, there is minimal space for additional co-locations, 30' would be the only option for a carriers antennas and a microwave dish would likely be required for telephone/fiber signal which would need a separate centerline. A structural analysis completed in Rev-G (Natrona County and the State of Wyoming current requirement is TIA-Rev G) with additional loading for a co-locator and factoring additional wind/topographical criteria (as required in Rev-G) would likely result in structural failures.

The commercial zoned property is a great deal lower in elevation as detailed on the last page. The commercial property is currently home to The Reef Fly Shop.

This proposed tower will be 195' tall and designed for four carriers in TIA-Rev G. Mercury Towers regularly works with AT&T, Verizon, and T-Mobile to co-locate on their towers through out the Rocky Mountain Region and their intent is to market this site to them upon construction.

- d. An Applicant may not by-pass sites of higher priority stating the site proposed is the only site leased of selected. An Application shall address co-location as an option. If such option is not proposed, the applicant must explain to the reasonable satisfaction of the County why co-location is commercially or otherwise impractical. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of commercial impracticability of hardship.

TEP Response: See previous response.



CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

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- e. Notwithstanding the above, the County may approve any site located within an area in the above list of priorities, provided that the County finds that the proposed site is in the best interest of the health, safety and welfare of the County and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

TEP Response: See NIER Report supplied by SiteSafe. The proposed site will not have a deleterious effect on the health and safety of the community and neighborhood. The proposed site will also provide additional options for the community in regards to the cellphone provider along with areas of improved in-building and in-vehicle service in areas with little to no current service.

- f. The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the application, if requested by the County.

TEP Response: See previous responses.

- g. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the County may disapprove an Application for any of the following reasons:

- (1) Conflict with safety and safety-related codes and requirements.

TEP Response: See attached structural design for the tower as well as NIER reports.

- (2) Conflict with the historic nature or character of a neighborhood or historical district.

TEP Response: See attached concurrence from US Fish and Wildlife Service on February 17, 2016 stating "We know of no populations of candidate species in proximity of your Project". See attached concurrence from the State Historic Preservation Office (SHPO/THPO) stating "Direct Effect: No Historic Properties in Area of Potential Effects (APE)" and "Visual Effect: No Effect on Historic Properties in APE"

- (3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation.

TEP Response: Not Applicable.

- (4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the County, or employees of the service provider or other service providers.

TEP Response: No risks anticipated in regards to this application.



CONDITIONAL USE PERMIT

Mercury Towers Facility

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- (5) Conflict with the provisions of this Resolution.

TEP Response: Upon review of this Application the Applicant, Tower Engineering Professionals, Inc, and Mercury Towers, will be more than happy to accommodate any additional requests and comments from the Natrona County Planning and Zoning Department.

D. Shared Use of Wireless Telecommunication Facilities and Other Structures

- (1.) Locating on existing Towers or other structures without increasing the height, shall be preferred by the County, as opposed to the construction of a new Tower. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within (4) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.

TEP Response: See Construction Drawings dated June 14, 2016 for vicinity map with nearby telecommunication facilities. The 45' Union Wireless Tower is the only site within four miles. See previous commentary on limitations to co-locating on this tower.

- (2.) An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.

TEP Response: Not Applicable.

- (3.) Such shared use shall consist only of the minimum Antenna array technologically required to provide service primarily and essentially within the County, to the extent practicable, unless good cause is shown.

TEP Response: All typical carriers minimize loading to the extent possible due to lease and structural constraints. However, due to differing frequency bands owned by carriers very often multiple antennas, Remote Radio Units, etc are required per antenna array.

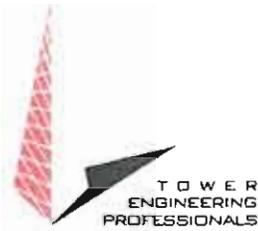
- (4.) For permitting requirements, see C.(2) above.

TEP Response: Unknown. Reference in ordinance does not appear to correlate to permitting requirements. Upon zoning approval all building permits and additional required permits will be applied for with the applicable jurisdiction.

E. Design Standards

- (1.) Height of Telecommunication Towers

- a. The applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna and the basis therefore. Such documentation will be analyzed in the context of the justification of the height needed to provided service primarily and



CONDITIONAL USE PERMIT

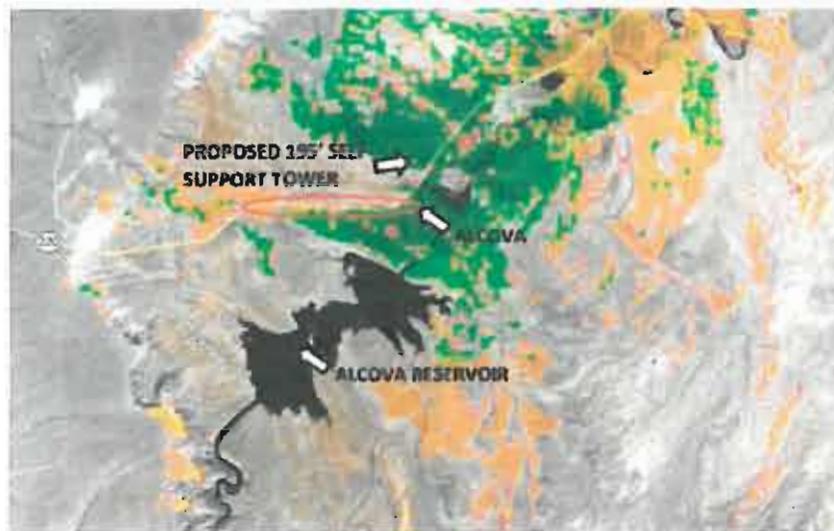
Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

essentially within the County, the extent practicable, unless good cause is shown.

TEP Response: See attached RF propagation maps. The 195' height is required for the antennas to clear the existing ridgelines and topographical limitations. SR-220 to the west of the site is the major area of concern as you can see the RF propagation clears the existing ridge lines just enough to cover west along the highway.



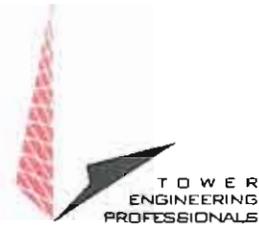
- b. No Tower constructed after the effective date of this Resolution, including allowing for all attachments shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with municipal, County, State, and/or any Federal statute, law, local law, County resolution, code, rule or regulation.

TEP Response: See TOWAIR results. Tower is under 200-ft tall and not within five (5) miles of an airport. Therefore the tower will not be required to be lit by the FAA/FCC.

(2.) Appearance and Visibility of Wireless Telecommunication Facilities

- a. Wireless Telecommunications Facilities shall not be artificially lit or marked, except as required by Law...

TEP Response: See TOWAIR results. Tower is under 200-ft tall and not within five (5) miles of an airport. Therefore the tower will not be required to be lit by the FAA/FCC.



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Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

- b. Towers shall be galvanized or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of this Resolution and in compliance with FAA regulations.

TEP Response: The tower will be galvanized at the time of fabrication and painted a tan color to help blend in with the surroundings. An alternate color may be utilized if requested by the County. (Sherwin Williams "Tower Tan" SW 7704)

(3.) Security of Wireless Telecommunication Facilities. All Wireless Telecommunication Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- a. All, Antennas, Towers and other supporting structures, including guy wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and

TEP Response: The facility will be enclosed within a 6-ft tall chain link fence with 3-strands of 12 gauge barbed wire with 4-point barbs.

- b. Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

TEP Response: The facility will be enclosed within a 6-ft tall chain link fence with 3-strands of 12 gauge barbed wire with 4-point barbs. All equipment shelters and outdoor cabinets will be locked and only accessible to trained carrier technicians with carrier provided locks.

(4.) Signage

Wireless Telecommunication Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of an antenna that has transmission capabilities and shall contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). They shall be on the equipment shelter or cabinet of the Applicant and be visible from the access point of the site and must identify the equipment owner of the shelter and cabinet. The sign shall not be lighted, unless lighting is required by applicable law, rule or regulation. No other signage, including advertising, shall be permitted.

TEP Response: The facility will include signage for the tower owner, Mercury Towers, or any future tower owner that the site may be transferred to. All carriers such as AT&T, Verizon, Sprint and T-Mobile typically supply site signage on their equipment and can upon co-locating and going through the Natrona County zoning/permitting process.

(5.) Lot Size and Setbacks

- a. All proposed Towers and any other proposed Wireless Telecommunication Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and



CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunication Facility structure plus ten percent (10%) of the height of the Tower or structure, of the existing setback required of the underlying zoning district, whichever is greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is submitted.

TEP Response: See Construction Drawings, Sheet C-1, by TEP dated June 14, 016. The required setback is 219' +/- (199' x 110%). The minimum setback is to the western property line is 426' +/-.

- b. The Board of County Commissioners may grant a variance from this setback requirement if the applicant can provide structural drawings and plans, signed by a licensed engineer in the State of Wyoming that certifies that in the event the tower collapses, relief from the standard setback requirements would not pose a threat to health and safety of adjacent property owners.

TEP Response: Not Applicable.

F. Review and Approval Process

(1.) Preapplication Conference

TEP Response: Preapplication conference was completed on Wednesday, May 18, 2016 at 11:00am over the telephone. Parties included:

- Trish Chavis, Planner – Natrona County
- Nicholas Constantine, P.E., Director-Rocky Mountain Region – Tower Engineering Professionals, Inc.

(2.) Informal Neighborhood Meeting

TEP Response: Per Trish Chavis during the Preapplication Conference an informal neighborhood meeting is not typically required in this area of Natrona County and would not be required for this project.

(3.) Balloon Test

TEP Response: Per Trish Chavis during the Preapplication Conference a balloon test would not be required for this site. Photo Sims and a "Zone of Visibility Map" have been provided.

(4.) Application Submittal Requirements

- a. Documentation that demonstrates the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the County. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed in-service or existing sites, including all modeling information used to derive the propagation studies and copies of equipment cut sheets.



CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

TEP Response: RF Propagation Maps are attached. As RF designs vary between carriers the propagation shown is based off a typical Omni antenna pattern at 195' assuming typical power levels for most carriers. This provides a good depiction of areas that would be covered and where antenna sectors if panel antennas were to be installed would be most effective.

A brief summary of the color codes shown in the propagation map are as follows:

- 95 dBm – Unreliable signal strength, not capable of reliably making and holding a call**
- 85 dBm – A level of service adequate for providing reliable coverage outdoors or inside car**
- 75 dBm – A level of service adequate for providing reliable coverage inside a building**
- 65 dBm – Excellent Coverage**

- b. The Name, address and phone number of the person preparing the report;
- Nicholas Constantine, P.E. – Director – Rocky Mountain Region**
Tower Engineering Professionals, Inc
5545 West 56th Ave, Unit E
Arvada, CO 80002
(303) 566-9914 x 9918
nconstantine@tepgroup.net
- c. The Name, address, and phone number of the property owner, operator, and Applicant and to include the legal form of the Applicant.

Owner
Miles Land & Livestock Company
Jim Price
15520 Highway 487
Casper, WY 82604
(307) 265-2818

Operator/Tower Owner
Mercury Towers - Aaron Gunn
4760 Preston Road, Suite 244-291
Frisco, TX 75034
(214) 436-2986

- d. The Postal address and tax map parcel number of the property.
- Canal Bank Road, Alcova, WY 82620 (e911 Address TBD)**
Tax Map Parcel # 30831210000400



CONDITIONAL USE PERMIT

Mercury Towers Facility

195' Self-Support Tower

July 20, 2016

- g. The location of the nearest residential structure.
See Construction Drawings by TEP dated June 14, 2016. The closest residential structure to the south is 1,218' +/- away.
- h. The Location, size and height of all structures on the property which is the subject of the Application
See Construction Drawings by TEP dated June 14, 2016. There are no existing structures on the property.
- i. The Location, size and height of all proposed and existing antennae and appurtenant structures:
See Construction Drawings by TEP dated June 14, 2016.
- j. The Type, locations and dimensions of all proposed and existing landscaping and fencing.
See Construction Drawings by TEP dated June 14, 2016. There is no proposed and/or existing landscaping. The proposed fence will be a 6-ft tall chain link fence with tan slats added.
- k. The number, type and design of the Tower(s) and Antenna(s) proposed and the basis for the calculations of the Towers capacity to accommodate multiple users.
See attached drawings showing proposed design loading. Upon zoning approval a geotechnical report will be completed and structural drawings for this site will be ordered. Upon completion of design the structural drawings can be supplied to the county.
- l. The make, model and manufacturer of the Tower and Antenna(s).
See attached drawings showing proposed design loading. Upon zoning approval a geotechnical report will be completed and structural drawings for this site will be ordered.
- m. A description of the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting.
See Construction Drawings by TEP dated June 14, 2016 and structural drawings showing proposed design loading.
- n. The frequency, modulation and class of service of radio or other transmitting equipment.
To be determined. Upon zoning approval and prior to construction the tower will be solicited to carriers to collocate on the tower.



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Mercury Towers Facility

195' Self-Support Tower

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- o. The actual intended transmission and the maximum effective radiated power of the Antenna(s).
To be determined. Upon zoning approval and prior to construction the tower will be solicited to carriers to collocate on the tower.
- p. Direction of the maximum lobes and associated radiation of the Antenna(s).
To be determined. Upon zoning approval and prior to construction the tower will be solicited to carriers to collocate on the tower.
- q. Certification that the NIER levels at the proposed site are within the threshold levels adopted by the FCC in the form and format required by the County of its consultant.
See attached NIER report provided by Site Safe on June 30, 2016.
- r. Certification that the proposed Antenna(s) will not cause interference with other telecommunication devices.
Below are general guidelines that carriers Mercury Towers caters to shall follow on all their sites.
1. The proposed wireless telecommunication facility will comply with all current Federal communications Commission's (FCC) guidelines and specifically OET Bulletin 65 for cumulative measurements of radio frequency power densities and electromagnetic fields.
 2. The proposed wireless telecommunication facility will comply at all times with current FCC regulations prohibiting localized interference with reception of television and radio broadcasts.
 3. The proposed wireless telecommunication facility will not interfere with any public safety frequencies servicing the city and its residents. Specifically, said facility will not interfere with any municipal radio or wireless data communications equipment that is operating in the 800 Hz frequency band.
 4. Immediately upon notification by Natrona County or any other bona fide Public Safety entity of interference with any public safety radio or wireless data communication equipment, Any carrier shall cease operation at the above described site until such time as a fix or solution has been implemented so that operations can resume without interference.
 5. A typical cellular carrier network will operate at an average output not exceeding approx. 500W (urban)/1000W(rural) ERP for UMTS and 1640W/MHz EIRP(urban)/3280W/MHz EIRP(rural) for LTE, per FCC transmit power limits in the CMRS Bands.
- s. A copy of the FCC license applicable for the intended use of the Wireless Telecommunication Facility.
To be determined. Upon zoning approval and prior to construction the tower will be solicited to carriers to collocate on the tower. All carriers that locate on this tower will be licensed by the FCC. Each carrier goes through FCC-sanctioned auctions to purchase frequency bands to avoid any potential interference with other carriers. Operating outside of their FCC licenses could result in large fines which carriers always try to avoid.
- t. Certification that a topographic and geomorphologic study and analysis has been conducted, and that taking into account the subsurface and substrata, and the proposed drainage plan, that the site is adequate to assure the stability of the proposed Wireless Telecommunications Facilities on the proposed site.



CONDITIONAL USE PERMIT
Mercury Towers Facility
195' Self-Support Tower
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A geotechnical report has not been completed to date. Upon zoning approval and at the time of filing for a building permit the geotechnical report can be supplied to Natrona County.

- u. The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the Tower or existing structure intended to support wireless facilities requires lighting under Federal Aviation Admin Regulation Part 77.

See attached TOWAIR results stating tower does not need to be registered and will not be required to be lit.

- v. In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of the existing Tower(s) or the use of alternative buildings or other structures within the County. Copies of the written requests and responses for shared use shall be provided to the County in the application along with any letters of rejections stating the reason for rejection.

See previous narrative regarding limitations of using the existing Union Wireless tower. There are no other structures in the vicinity that could be utilized.

- w. The Applicant shall certify that the Telecommunication Facility, foundation and attachments are designed and will be constructed to meet all local, County, State and Federal structural requirements for loads, including wind and ice loads.

The structure will be designed in accordance with ANSI/TIA/EIA-222-G, 2005, for a 90mph 3-second gust wind load. This conforms to the requirements of the International Building Code, Natrona County and the State of Wyoming.

- x. The Applicant shall certify that the Wireless Telecommunications Facilities will be effectively grounded and bonded so as to protect persons and the property and installed with appropriate surge protectors.

See Construction Drawings by TEP dated June 14, 2016 from grounding plan and specifications.

- y. An Applicant may be required to submit an Environmental Assessment Analysis and a Visual addendum. Based on the results of the Analysis, including visual addendum, the County may require submission of a more detailed visual analysis. The scope of the required Environmental and visual assessment will be reviewed at the pre-application meeting.

A Phase I and a NEPA environmental report was completed and can be supplied upon request. Photo simulations are also provided with this submittal. No additional scope was requested at the time of the pre-

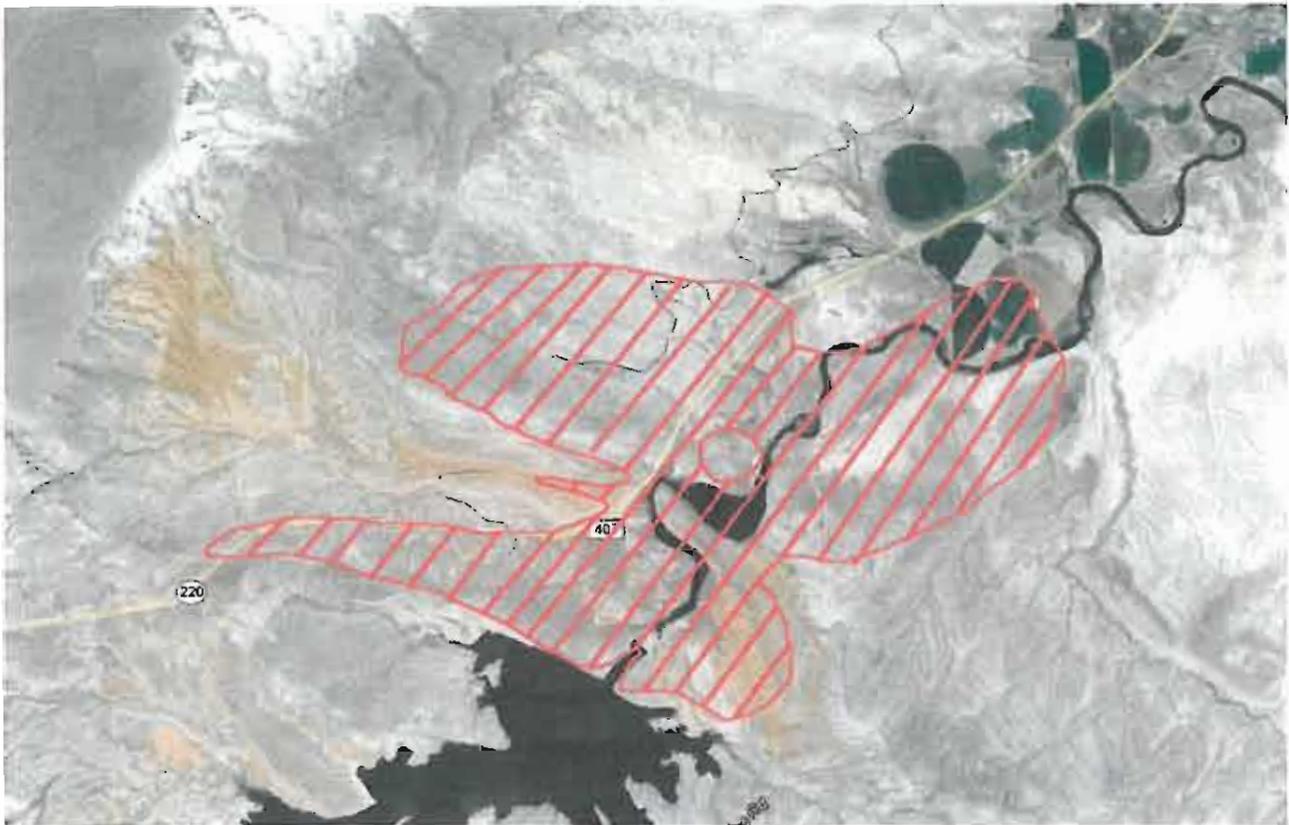


application meeting.

z. The Applicant shall furnish a Visual Impact Assessment, which shall include:

- i. A "Zone of Visibility Map" which shall be provided in order to determine locations from which the Tower may be seen

See Map below of approximate locations where the tower will be visible from. Due to topography only the top portion of the tower will be visible in the majority of the locations. See Photo Sims for additional views.



- ii. Pictorial representations of "before and after" views from key viewpoints both inside and outside of the County as may be appropriate.
Before and After Photo Sims provided by three different views (West, South and to Northeast).
- iii. An assessment of the visual impact of the Tower base, guy wires and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.



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Mercury Towers Facility

195' Self-Support Tower

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The tower and compound base will only be visible from the northeast (along SR-220). The tower will be painted "Tower Tan" to help blend in the with hill side and the compound fence will be installed with tan slats to help screen the ground equipment and shelters.

(5.) All utilities at a Wireless Telecommunications Facilities site shall be installed underground and in compliance with all Laws, resolutions, rules and regulations of the County, including specifically, but not limited to, the National Electrical Safety Code and the National Electrical Code where appropriate.

All electrical work will meet the latest NESC and NEC codes. All utilities within the facility will be located below ground however utility coordination will be completed with High Plains Power who serves this region. Currently the majority of their electrical lines are pole mounted throughout neighboring properties and businesses.

(6.) All Wireless Telecommunications Facilities shall contain a demonstration that the Facility be sited so as to be the least visually intrusive reasonably possible and thereby have the least adverse visual effect on the environment and its character, on existing vegetation, and on the residences in the area of the Wireless Telecommunications Facility.

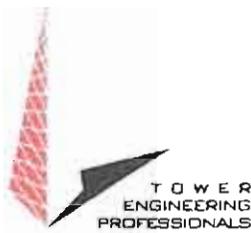
The proposed facility was sited to improve coverage along SR-220 in the Alcova Reservoir area. While the site will be visible from several angles the benefits of improved coverage and ability of several carriers to co-locate on this tower outweigh the visual effects. Refer to Photo Sims for proposed visual impacts.

(7.) Both the Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the County.

The proposed tower and antenna will be painted "Tower Tan" and the chain link fence will have tan colored slats installed to help blend in with the natural surroundings and ridges.

(8.) At a Telecommunications Site, an access road, turn around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.

See Construction Drawings by TEP dated June 14, 2016 from access road plan and specifications. Approximately 1,800 ft of existing two-track road will be utilized prior to installing a new access road up to the proposed site. The proposed access drive follows natural contours to limit excessive grades and erosion. Minimal vegetation will be required to be cleared and a turnaround/parking space will be located outside of the compound to be utilized by technicians and emergency services.



CONDITIONAL USE PERMIT
Mercury Towers Facility
195' Self-Support Tower
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(9.) A person who holds a Conditional Use Permit for Wireless Telecommunications Facilities shall construct, operate, maintain, repair, provide for removal, modify or restore the permitted Wireless Telecommunications Facilities in structure compliance with all current applicable technical, safety and safety related codes...

Mercury Towers will adhere to all applicable codes in relation to Telecommunication Towers. Refer to Construction Drawings by TEP dated June 14, 2016 for all required and applicable codes.

(10.) A holder of a Conditional Use Permit granted under this Resolution shall obtain, at its own expense, all permits and licenses required by applicable Law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the County or other government entity or agency having jurisdiction over the applicant.

Mercury Towers will obtain all required permits and licenses as required.

(11.) An Applicant shall submit to the County the number of completed Applications determined to be needed at the pre-application meeting. Written notification of the Application shall be provided to the legislative body of all adjacent municipalities and to the County Planning Department.

Conditional Use Permit has been submitted. No other applications have been determined to be required at the time of the pre-application meeting in order to process this Conditional Use Permit.

(12.) The Applicant shall examine the feasibility of designing a proposed Tower to accommodate future demand for additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicants, Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates and unnecessary and unreasonable burden, based upon:

- (a) The foreseeable number of FCC licenses available for the area;
- (b) The kind of Wireless Telecommunications Facilities site and structure proposed;
- (c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites
- (d) Available space on existing and approved Towers

Mercury Towers specializes in development and construction of Wireless Telecommunications Towers throughout the Rocky Mountain Region for all broadband carriers such as AT&T, Verizon, T-Mobile, as well as excess capacity for smaller carriers, emergency services, etc. Current carriers regularly expanding service in Wyoming include AT&T and Verizon and this tower would certainly help their coverage objectives. T-Mobile has been expanding its coverage in states such as Montana over the past year and could expand to rural areas of Wyoming as well. See Letter from Mercury Towers detailing additional information regarding their



CONDITIONAL USE PERMIT

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willingness to allow for carriers to co-locate on their towers.

(13.) The owner of the proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:

- (a) Respond within sixty (60) days to request for information from a potential shared-use applicant.
- (b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunication providers;
- (c) Allowed shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference and to allow a reasonable profit.

Mercury Towers' excellent relationships with numerous carriers and Site Lease Agreement templates already in place allow for quick execution of agreements and colocations.

(14.) The holder of a Conditional Use Permit shall notify the County of any intended modification of a Wireless Telecommunication Facility and shall apply to the County to modify, relocate or rebuild a Wireless Telecommunications Facility.

Mercury Towers will notify the County of any proposed modifications to the proposed telecommunications tower in the future.

(15.) The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the Tower or existing structure intended to support wireless facilities requires lighting under Federal Aviation Admin Regulation Part 77.

See attached TOWAIR results stating tower does not need to be registered and will not be required to be lit.



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Additional Comments

Application Fee – Provided is a check made out from Tower Engineering Professionals, Inc for \$1,010.00 to cover the Communication Tower CUP fee of \$1,000.00 and the Zoning Certificate of \$10.00

Exemptions – No exemptions are being requested

Retention of Expert Assistance and Reimbursement by Applicant – Mercury Towers is willing to allow a 3rd party reviewer to review this submitted information and can provide a reimbursement check to the County for the cost of the consultant.

Performance Security – Upon approval of this CUP Mercury Towers can supply a bond or other form of security acceptable to the County to cover the removal of such tower per County requirements.

Reservation of Authority to Inspect Wireless Telecommunications Facilities – This section is acceptable and county is free to inspect the lease premises as needed.

Annual NIER Certification – Annual NIER Certifications will be supplied as required by the County.

Liability Insurance – Upon approval of this CUP Mercury Towers can supply the required Certificates of Insurance per County requirements.

CONDITIONAL USE PERMIT REQUEST

FOR A

TELECOMMUNICATIONS SITE

CUP16-4

Staff Report: Trish Chavis
August 31, 2016

For

September 13, 2016
Planning and Zoning Commission

And

October 4, 2016
Board of County Commissioner Meeting

Applicant: Mercury Towers, LLC

Request: Construct a 195' self-supporting lattice tower within an 80' x 80' lease area.

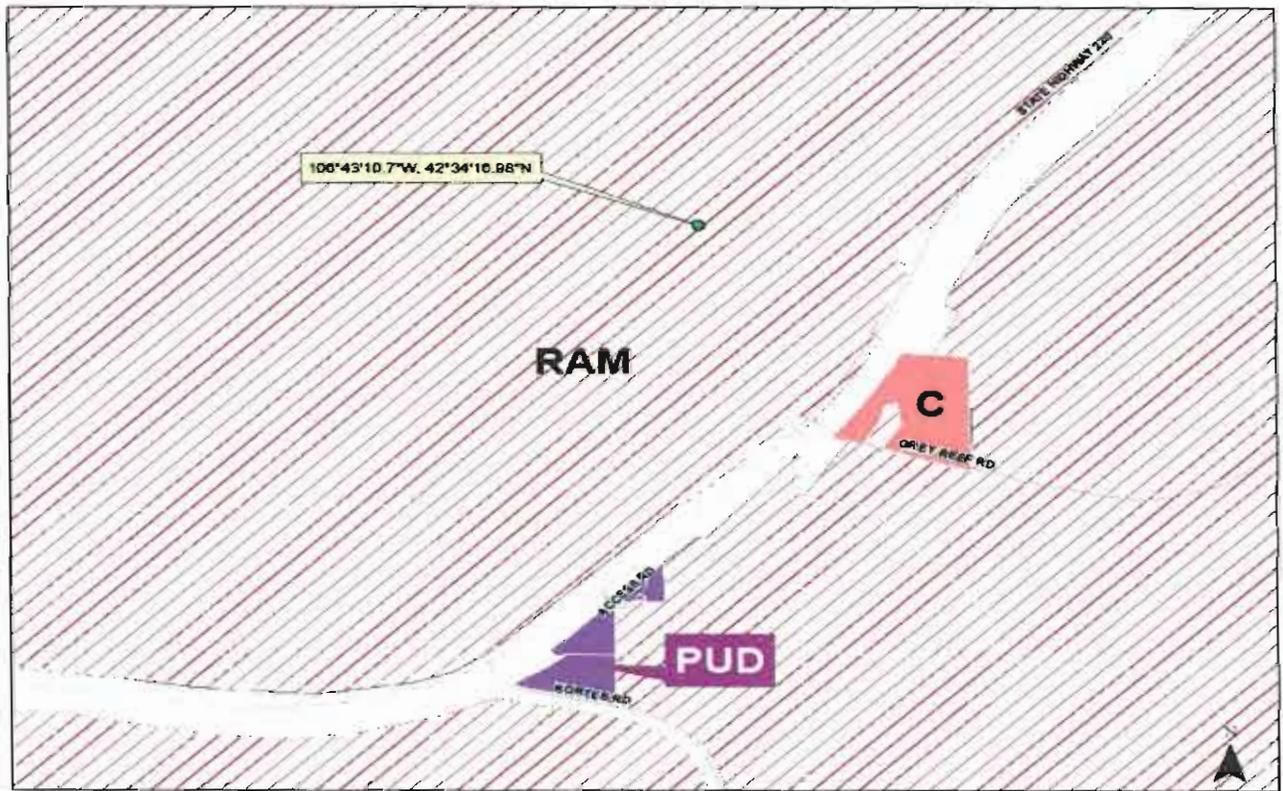
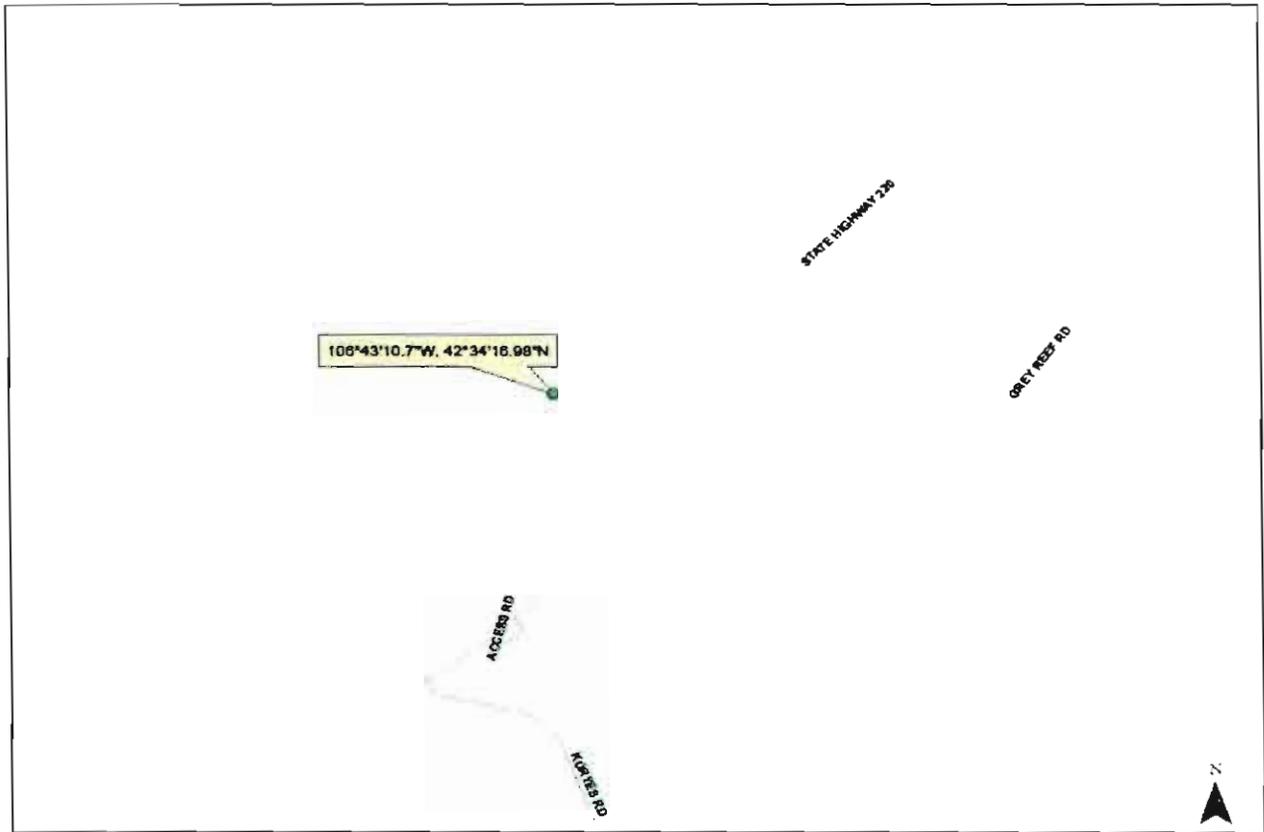
Background

Mercury Towers, LLC is a full service tower development company that specializes in the development and construction of communication tower sites. Mercury Tower designs and constructs its towers for a minimum of 4 full broadband carriers, as well as excess capacity for smaller carriers, emergency services, etc. *See application letter from Mercury Tower President Aaron Gunn*

Location and Zoning

The 80' x 80' leased area is located in a portion of the E ½ NE ¼ of Section 13, Township 30 North, Range 83 West.

The zoning for this parcel and all adjacent parcels is Ranching, Agriculture, and Mining (RAM).



General Standards
For
Conditional Use Permits

Conditional Use Permit to allow construction of a 195' Telecommunication Tower

Criteria for Approval *Applicant answers are italic*

1. Will granting the conditional use permit contribute to an overburdening of county services?

No, the facility will be unmanned and will not require any county services. All utilities required will be ordered and paid for by Mercury Towers and any future carrier.

Finding of Fact: Granting the Conditional Use Permit will not contribute to an overburdening of county services. County services and infrastructure will not be necessary for this permit.

2. Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?

No, the facility will be unmanned and will be only visited on a monthly basis by site technicians.

Finding of Fact: The facility is unmanned and will not cause undue traffic or parking. Routine maintenance for the tower and antennas will be limited. There will be no affects to population density. Mercury Towers will supply the environmental report when building permits are applied for.

3. Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?

No, proposed site will not impair the use of adjacent properties or alter the character or the neighborhood. The majority of the adjacent properties are vacant and the neighborhood and properties to the south in Alcova will be shielded from the majority of the tower.

Finding of Fact: The surrounding properties are zoned RAM with uses being ranching and agriculture.

4. Will granting the conditional use permit detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or Zoning Resolution?

No, proposed site will be constructed to meet all required FCC guidelines. See supplied NIER study for additional information.

Finding of Fact: The telecommunications facility covered by the requested Conditional Use Permit will not affect the public health, safety or welfare. The proposed tower will be constructed in accordance with all applicable building, electrical and plumbing codes. With an approved CUP, the tower will be in compliance with the Zoning Resolution and Development Plan. This site will provide wireless coverage to residents and travelers as well as provides for valuable E911 services.

Key Communication Tower Regulations

Artificially Lighted: There is no requirement for lighting until the tower reaches 200 feet. The proposed tower is 195 feet.

Setbacks: Setbacks from roads and structures in 110% of the tower height. The proposed tower is 195 feet making setbacks a minimum of 214.50 feet. This requirement has been met; the setback to the closest property line is approximately 400 feet.

Documentation demonstrating the need for Telecommunication Tower: Applicant has supplied the propagation maps.

Site Priority – Applicant has provided sufficient evidence to support the tower location. This location is number 7 on the priority list.

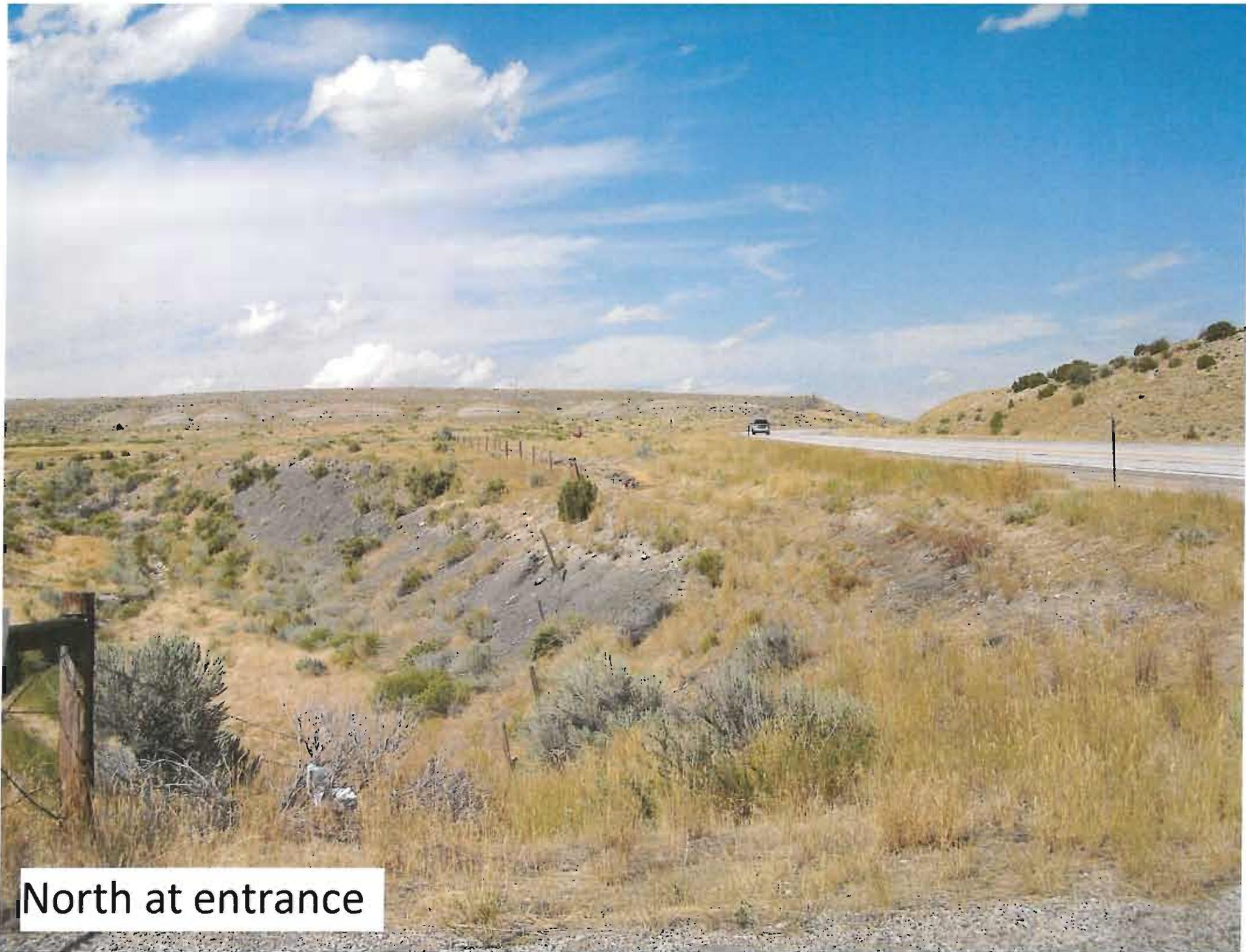
Public Comment

As of the date of this staff report there have been no comments received. Staff sent the public notice to 245 neighbors within 5 miles.

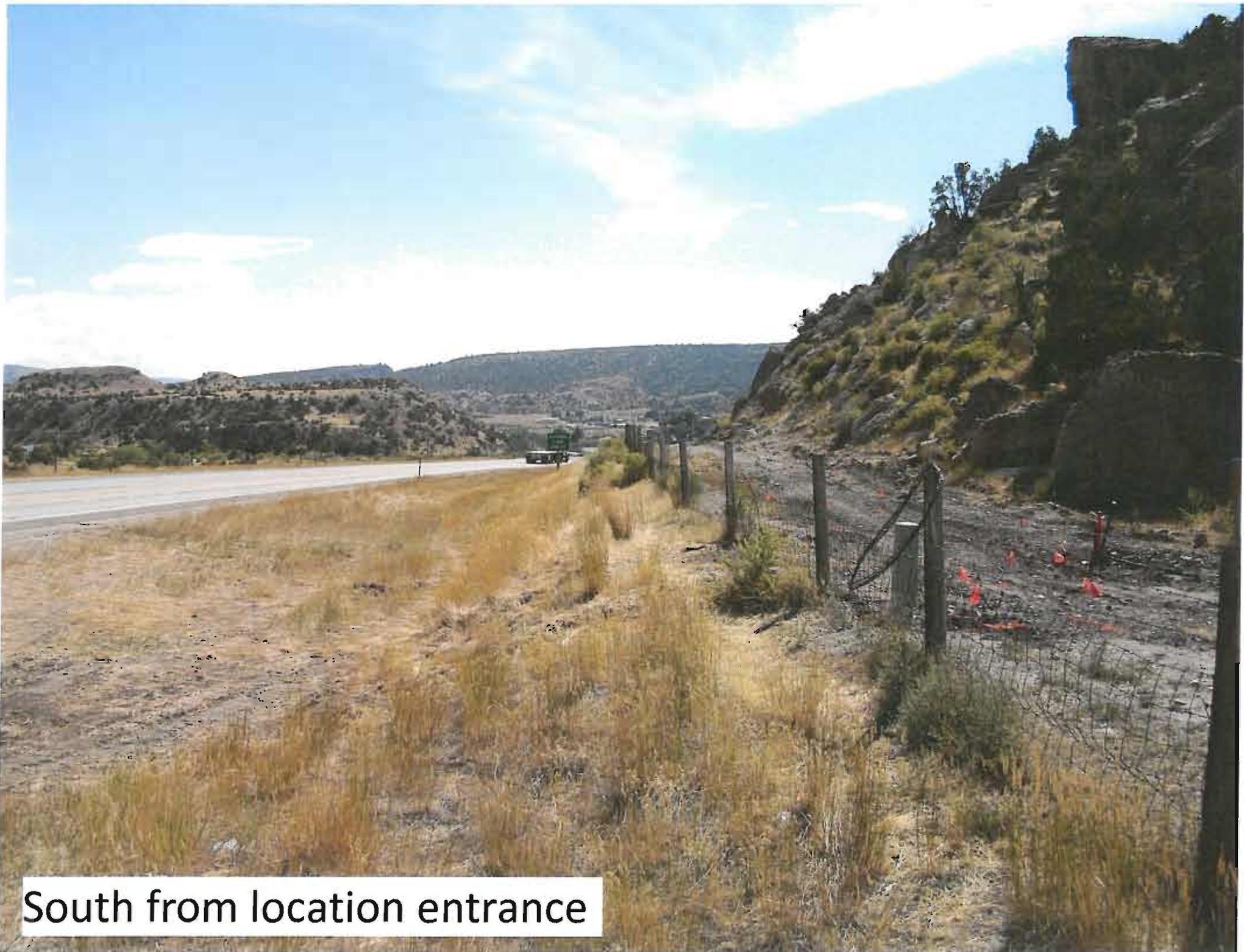
Staff did speak with a resident in the area who welcomed the idea of additional cell service.

Recommendation

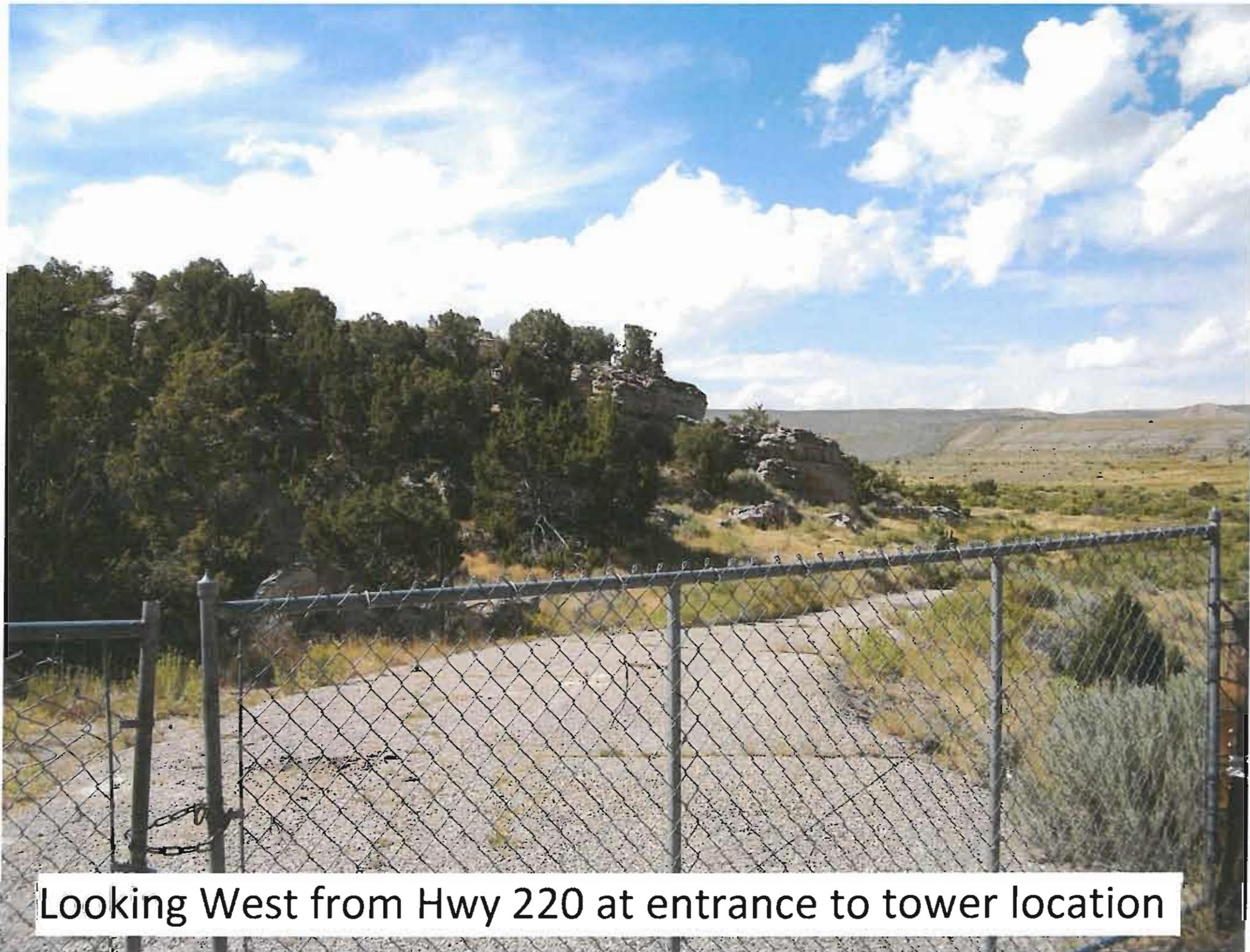
Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested Conditional Use Permit, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.



North at entrance



South from location entrance



Looking West from Hwy 220 at entrance to tower location

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NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez

Date: September 20, 2016

RE: PS16-4—A request by Mountain Properties, LLC represented by Nancy Yust for approval of a final plat for the Sunburst Acres Subdivision, a major subdivision consisting of approximately 69.85 acres divided into 6 lots located in portions of Section 17 & 18, Township 32 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located off Micro Road.

cc: Applicant, County Attorney, File

This item has been tabled. The Wyoming Department of Environmental Quality (WDEQ) has requested more information on this item. Without sufficient information, WDEQ cannot make a determination at this time as to the safety and adequacy of the water and sewer system.

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.



Department of Environmental Quality

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



Matthew H. Mead, Governor

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

Todd Parfitt, Director

September 16, 2016

Chairman

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

RE: **Adverse Recommendation**, Sunburst Acres Subdivision, Natrona County
WDEQ Application #16-266

Dear Commissioners

This subdivision application was received in this office on July 18, 2016. Additional information was requested from the developer and the developer's consultants on August 19, 2016. Additional information was received from the developer's consultants on September 12, 2016. The information provided did not fully address the original comments. As a result, we are unable to make a determination at this time of the safety and adequacy of the proposed water and sewer systems. The Department of Environmental Quality is required by law to respond with comments within 60 days after receipt of the application as described in W.S. §18-5-306 (c). The statute does not allow the extension of the 60 day completion date even with the consent of all parties.

Recommendation:

The Department of Environmental Quality is making an **ADVERSE RECOMMENDATION** for the Sunburst Acres Subdivision, Natrona County, Department of Environmental Quality / Water Quality Division Application No. 16-266. This recommendation is provided pursuant to W.S. §185-306.

Re-submittal:

If the County Commissioners desire a determination of the safety and adequacy of the proposed water and sewer systems from the Department of Environmental Quality, the developer should re-submit the complete application with the additional information necessary. The submittal will be assigned a new application number with a new 60 day clock.

Sincerely,

Karen L. Farley, P.E.
WWQD, Northeast District Supervisor
Water and Wastewater Program

cc: Trish Chavis, Natrona County Planning Office, 200 North Center, Rm 202, Casper, WY 82601
Ben Jordan, PG, Weston Engineering, 1050 North 3rd Street, Suite E, Laramie, WY 82072
Jerry Hunt, PE, Weston Engineering, 1050 North 3rd Street, Suite E, Laramie, WY 82072
Nancy Yust, 2700 Micro Road, Casper, WY 82601
WDEQ Subdivision file, IPS

RECEIVED 9/20/16 mm
PLEASE ROUTE: DATE:
CR. [initials]
HDM [initials]



Cheyenne
200 West 17th St., 4th Floor 82002
(307) 777-7937

Lander
510 Meadowview Drive 82520
(307) 332-3144

Sheridan
2100 W. 5th St. 82801
(307) 673-9337



Proof that the applicant has published Notice of Intent to apply for a Subdivision Permit once a week for two (2) separate weeks within thirty (30) days prior to filing this application. (see Appendix G).

Eight (8) copies of percolation tests approved by the City of Casper/Natrona County Health Department, with test locations shown on a copy of the preliminary plat indicating soil types, percolations rates, depth to ground water, and suitability for on site waste water disposal. One by the City of Casper/Natrona County Health Department or State Department of Environmental Quality.

Is the current access part of an existing Improvement and Service District? If so please provide the appropriate paperwork. Major Subdivisions will be required to join any existing Improvement and Service District.

1. Applicant: Mountain Properties, LLC Owner: Nancy Yust - Manager
Name Mountain Properties, LLC Name Nancy Yust - Manager
2. Address 122 N. McKinley Address 122 N. McKinley
3. Phone 307-235-9086 Phone 307-259-4787
4. Explain why you are requesting this major subdivision and detail the proposed use:
For the purpose of selling 5 Acre parcels along Micro Road
GeoCode: 3279120000500
5. Legal description, acreage and Parcel Identification number (PID) (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).
Portion of W1/2 Section 18 & E1/2 Section 17
T.32., R79W., 6th P.M. Containing 69.85 Acres
6. Current zoning of property MR-2
7. Type of sewage disposal Public Septic Holding Tank Other
8. Source of Water Well
9. This property was purchased from: Nancy I. Yust
10. The date this property was purchased August 7th, 2002

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge.

Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant Nancy Just
(Signature)

4-22-2016
Date

Owner Nancy Just
(Signature)

4-22-2016
Date