



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, November 1, 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: 2016 Holiday DUI Campaign**
- V. **APPROVAL OF CONSENT AGENDA**
- VI. **PUBLIC HEARING**
 - A. **PS16-1** a request by Amoco Reuse Agreement Joint Powers Board (ARAJPB) for approval of a final plat for the Salt Creek Heights Business Center Phase 4, a major subdivision consisting of 60.80 acres divided into 9 lots on a parcel in a Planned Unit Development; subdivision is accessed off of Salt Creek Parkway and Opportunity Blvd.
- VII. **PUBLIC COMMENTS**
- VIII. **COMMISSIONER COMMENTS**
- IX. **ADJOURNMENT**



PROCLAMATION

WHEREAS, recognizing the 2016 holiday DUI campaign and knowing that the primary goal is zero fatalities caused by drunk drivers.

WHEREAS, in 2015 Natrona County had two alcohol related deaths during the Christmas holiday;

WHEREAS, using the 9-1-1 system, anyone in Natrona County can do their part by reporting a driver that displays evidence of drunk driving including but not limited to: swerving, changing lanes illegally, driving without headlights, disobeying traffic signals; and,

WHEREAS, Casper, Mills, and Evansville Police Departments, SAFE KIDS/SAFE Communities of Central Wyoming, Wyoming Medical Center, the City of Casper, Wyoming Department of Transportation, Natrona County's Commissioners, Natrona County Sheriff's Office, Casper College, and the Wyoming Highway Patrol stress the importance of reducing the rates of drunk driving; and,

WHEREAS, in recognition of "Do Your Part This Holiday Season" in Natrona County, residents and visitors are encouraged to "Do Your Part..." call 9-1-1 and report a drunk driver, be a designated driver, call a taxi or use "Safe Ride," and Do Your Part Don't Drive Drunk This Holiday Season!

NOW, THEREFORE, BE IT RESOLVED that the Natrona County Commissioners, do hereby proclaim November 21 – January 1, 2017, as

Do Your Part...

In our community, and urge our citizens to join with me in supporting the efforts and activities to prevent injuries and deaths from driving drunk and promote the safety and wellbeing of our residents and visitors by doing your part.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of November, 2016.

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

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, November 1, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, Large Courtroom

I. APPROVAL OF OCTOBER 18, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$2,105,190.31

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Office of Homeland Security Grant Award: (Political Subdivision: Natrona County (NC Weed & Pest District); Federal Amount: \$80,000; local Award Amount: \$80,000.00; Award Period: October 1, 2015 through March 31, 2017; CFDA#: 97.067; DHS Grant Code:EMW-2016-EP-00063-S01; Project ID: 16-GPD-NAT-EM-GCF16)

B. Resolution 34-16 Adopting Revised Alcova Reservoir Trailer Lot Lease And Cabin Site Lease Templates; Approving Revised Site Modification Process And Lottery Process For Trailer Site Leaseholders; And Approving Revised Leases With The Casper Boat Club And Casper Waterski Club

IV. STATEMENT OF EARNINGS TOTALING \$25,564.13

Planning	\$3,799.30
Lake	\$1,205.00
Parks/Mtn	\$927.50
Clerk of Court	\$19,632.33

V. PETITION & AFFIDAVIT FOR CANCELLATION OF TAXES TOTALING \$23,267.51: 2016 SENSENICH, ERIC-\$-25.26;2016 PAVILION PROPERTY LLC-\$214.40;2016 HEINRICH, MICHAEL R-\$-473.34, \$430.74; 2016 DVARISHKIS, R SCOTT-\$555.54; 2016 HUNT, TERRY O-\$64.02; 2016 CASPER ROTARY FOUNDATION-\$93.62; 2016 CAIN, STEVEN-\$5,370.17; 2016 HIGHUM, JESS W-\$228.31; 2016 UNTERSEHER, DUANE D-\$615.05; 2016 JENSEN, TONY-\$3,856.15; 2016 WILLIAMS, PAUL T-\$292.80; 2016 SHOE CARNIVAL INC-\$17.93; 2016 EVERHART, JUANITA JUNE-\$302.93; 2016 TRUJILLO, JON-\$27.92; 2016 ANDRADE, ROGER-\$269.40; 2016 MASCARENAS, LUCILLE D-\$116.26; 2011 MONCRIEF W A-\$-.07; 2012 MONCRIEF W A-\$-.07; 2016 POTTER, ZANE C-\$206.31; 2016 KING, LAWRENCE A-\$1,140.51; 2016 NATIONS, JENNY R-\$288.94; 2016 PEDRO/ASPEN LP-\$4,904.37; 2016 GRAY, JAN CHARLES-\$353.74, \$66.87; 2016 WHITE, BRANDON K-\$1,329.22; 2016 LINLOG LLC-\$1,019.03; 2016 BIGGS, CHRISTOPHER D-\$2,001.74

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
October 18, 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, Commissioner Matt Keating, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines. Commissioner John Lawson was absent due to a family emergency.

Consent Agenda:

Commissioner Schlager moved for approval of the Consent Agenda. Commissioner Hendry seconded the motion. Commissioner Hendry moved to pull item A from the agenda for discussion. Motion carried.

Commissioner Hendry moved to remove item A from consideration as a new contract has been prepared, item G, and it replaces item A. Commissioner Schlager seconded the motion. Motion carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Tracy Lamont (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 5:52p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:
NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB INC	2,815.33	JH MECHANICAL	1,283.29
A&I / ST OF WY ENT TECH	31.72	JOHN DEERE FINANCIAL	14.98
ALCOHOL & DRUG TESTING, INC.	1,356.65	KNIFE RIVER	424,930.27
ALSCO	157.88	LITHIA AUTO STORES	34.10
AMERICAN MEDICAL BROKERS	6,909.95	MCMURRY READY MIX	2,567.26
AMERIGAS PROPANE LP	1,771.18	MERCER FAMILY RESOURCE CNTR	17,404.84
ATLAS OFFICE PRODUCTS	438.38	MILLS, TOWN OF	592.65
BIG D OIL	277.06	MOUNTAIN STATES LITHOGRAPHING	295.35
BIG O TIRES	1,343.94	NAPA AUTO PARTS	338.61
BROWN, JACQUELINE K	5,036.00	NATRONA COUNTY PUBLIC LIBRARY	643,277.75
CAPITAL BUSINESS SYSTEMS INC	27,860.55	NC TREASURER	2,227.78
CASPER ALCOVA IRRIGATION DIST	516.00	NORCO, INC, SLC, UT	791.37
CASPER MEDICAL IMAGING PC	65.00	OUTPATIENT RADIOLOGY, LLC	548.00
CASPER MTN BIATHLON CLUB	249,215.50	PARK STREET LAW OFFICE	90.00
CASPER STAR TRIBUNE/CASPER	1,932.19	POSTMASTER/MILLS	460.40
CASPER TIRE LLC	1,615.25	POWDER RIVER SHREDDERS LLC	228.00
CENTRAL WY FAIR AND RODEO	742.95	PRESENTATION SOLUTIONS INC	125.88
CENTURYLINK BUSINESS SERVICES	291.82	PROFESSIONAL CLEANING SYSTEMS	2,566.00
CHAMBERS, JOHN D	5,000.00	QUALITY INN & SUITES	89.00
CHARTER COMMUNICATIONS	176.26	QUALITY OFFICE SOLUTIONS INC	15.90
CITY OF CASPER	75,549.01	REED'S AUTOMOTIVE &	267.78
COASTAL CHEMICAL CO LLC	1,271.01	ROCKY MOUNTAIN POWER	3,777.73
COCA-COLA BOTTLING COMPANY	62.75	RT COMMUNICATIONS INC	39.45
COMMUNICATION TECHNOLOGIES	51.50	SAFARILAND, LLC	264.80
COMMUNITY ALTERNATIVES OF	1,410.00	SAM'S CLUB/SYNCHRONY BANK	40.82
CORNERSTONE PROGRAMS CORP	139,050.00	SHAMROCK FOODS COMPANY	9,136.01
COTTON, TIMOTHY C PC	6,630.90	SHIRK'S ENTERPRISES	1,074.00
COWBOY AUTO SPA	24.50	SILVA CEMENT WORKS LLC	6,740.00
CRUM ELECTRIC SUPPLY CO	106.26	SINCLAIR FLEET TRACK	507.67
DEWITT WATER SYSTEMS & SERV	64.50	SKI AREA MANAGEMENT	65.00
DOOLEY OIL CO INC	13,272.71	SOURCE OFFICE & TECHNOLOGY	506.07
DOT FHWA	56,814.86	SOURCEGAS LLC	2,834.88
DUST BUSTERS LLC	13,230.54	SUTHERLANDS	215.10
EATON SALES & SERVICE LLC	181.00	THOMSON REUTERS - WEST	952.28
ELECTION SYSTEMS &	10,555.21	THOS Y PICKETT & COMPANY INC	4,000.00
EMERGENCY MEDICAL PHYSICIANS	743.00	TLC CLEANING	20,700.00
ENTENMANN-ROVIN CO	350.50	TRACTOR SUPPLY CREDIT PLAN	22.78
FASTENAL COMPANY	41.09	UNIVERSITY OF WY/COLL OF AG	14,719.00
FLEXSHARE BENEFITS	185.00	VERIZON WIRELESS	4,515.62
GARY'S LOCKSMITHING	67.00	WARRIOR KIT	1,338.00
GENEVA WOODS LTC & MEDSET	30,171.97	WAYNE COLEMAN CONSTRUCTION	25,576.02
GRAINGER	828.04	WELLS FARGO BANK NA	73,577.07
GREENUP, JENNIFER LYNN	1,787.50	WLC ENGINEERING	28,039.00
HARDEN, CHAD E	5,010.00	WOOD, CINDY ATTN Y AT LAW	5,079.86
HAUCK2WHOLESALE, LLC	2,254.89	WYDOT-FINANCIAL SVCS	1,590.27
HIGH PLAINS CONSTRUCTION INC	70,975.76	WYOMING MEDICAL CENTER	17,151.36
HILL, EILEEN	48.42	WYOMING ORAL &	1,790.00
HOLTHOUSE APPRAISAL GROUP	10,000.00	WYOMING RENTS LLC	47.50
HOMAX OIL SALES INC	993.46	WYOMING REPORTING SERVICE, INC	225.00
HOSE & RUBBER SUPPLY	25.65	WYOMING TIRE	66.00
HP INC	209.82	YOUTH CRISIS CENTER INC	2,471.02
INSIGHT PUBLIC SECTOR INC	26,184.16		
INTAB, INC.	274.17		
ISC INC, DBA VENTURE	4,000.00		2,105,190.31



Matthew H. Mead
Governor

Office of Homeland Security

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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, Emergency Management Performance Grant (EMPG) Grant Fiscal Year 2016

Political Subdivision:	Natrona County
Federal Amount:	\$80,000.00
Local Match Amount:	\$80,000.00
Award Period:	October 1, 2015 through March 31, 2017
CFDA #:	97.042
DHS Grant Code:	EMW-2016-EP-00063-S01
Project ID:	16-GPD-NAT-EM-GCF16

- 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**, 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, EMPG 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, EMPG Program. The program is authorized by the *by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)*. Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the federal government and the states and their political subdivisions. The FY 2016 EMPG will provide

federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. Appropriation authority for the program is authorized under the Department of Homeland Security Appropriations Act, 2015, (Pub. L. No. 114-4).

4. **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 October 1, 2015 through March 31, 2017.
5. **Federal Grant References:** The Fiscal Year 2016 EMPG Program Notice of Funding Opportunity (NOFO) can be found at http://www.fema.gov/media-library-data/1455571902574-a84f5a1b2f450795a70cce1f5ee7b967/FY_2016_EMPG_NOFO_FINAL.pdf. The Comprehensive Preparedness Guide (CPG) 101 v.2 September 2010, <http://www.fema.gov/library/viewRecord.do?=&id=5697> or http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf, State Multi-Hazard Mitigation Planning Guidance (Mitigation Planning "Blue Book"), <http://www.fema.gov/media-library/assets/documents/101659>, Local Mitigation Planning Handbook <http://www.fema.gov/media-library/assets/documents/23194>, Multi-Year Training and Exercise Plans, <https://www.fema.gov/media-library/assets/documents/32326>, National Incident Management System (NIMS) Implementation, <http://www.fema.gov/implementation-guidance-and-reporting>, and NIMS Resource Center, <http://www.fema.gov/nims>; EMPG forms, and other documents.

Subrecipient shall read and ensure the necessary personnel become familiar with and adhere to the contents of the NOFO.

6. **Purpose of Grant Award:** The priority for FY 2016 EMPG funding is to continue the alignment of the EMPG Program to the National Preparedness System. The Nation utilizes the National Preparedness System to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (the Goal) of "a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk." The objective of the National Preparedness System is to facilitate an integrated, all-of-Nation, risk informed, capabilities-based approach to preparedness. The guidance, programs, processes, and systems that support each component of the National Preparedness System enable a collaborative, whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government (<http://www.fema.gov/whole-community>).

The FY 2016 EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Emphasis is placed on capabilities that address the greatest risks to the security and resilience of the United States, and the greatest risks along the Nation's borders. When applicable, funding should support deployable assets that can be utilized anywhere in the Nation through automatic assistance and mutual aid

agreements, including but not limited to the Emergency Management Assistance Compact (EMAC).

The FY 2016 EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are interdependent and require the use of existing preparedness networks and activities, to improve training and exercise programs, promote innovation, and to ensure that the appropriate administrative, finance, and logistics systems are in place.

Recipients will use the components of the National Preparedness System to support building, sustaining, and delivering these core capabilities. The components of the National Preparedness System are: Identifying and Assessing Risk; Estimating Capability Requirements; Building and Sustaining Capabilities; Planning to Deliver Capabilities; Validating Capabilities; and Reviewing and Updating. For more information on each component, read the National Preparedness System description available at <http://www.fema.gov/national-preparedness-system>. Recipients are expected to use this process when using grant funds to address their capability gaps.

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. Per the terms set forth in the approved 2016 Subrecipient Work Plan, these funds will specifically support 1) the operations of the Lincoln County homeland security program by partially funding the position of homeland security coordinator; and 2) homeland security office operating costs.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total federal allocation under this Grant shall not exceed **\$80,000.00 (Eighty 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, including relevant personnel paycheck stubs, provided the expenditures comply with the FY2016 NOFO, the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2016 EMPG Program reimbursement or performance period.

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 Emergency Management Performance Grant Program, including:

- (i) Subrecipient must be familiar with the 2016 EMPG objectives and priorities identified in the FY 2016 EMPG NOFO.

- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 EMPG 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 State EMPG Work Plan and Subrecipient EMPG Work Plan 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 EMPG 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. The subrecipient may be monitored periodically by the staff of Homeland Security, FEMA, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met. Subrecipients must respond to these reviews within a reasonable time and participate to the best of their ability in order to meet the federal requirements for monitoring.

- (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 modifications to buildings that are 45 years old or greater. 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 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, aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101, version 2, 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.
 - (xx) Subrecipient agrees to attend at least two Coordinator's Quarterly Meeting each fiscal year in order to increase the opportunities for collaboration with peers and receive the trainings necessary to meet the state homeland security initiatives. If subrecipient is unable to meet this requirement, written explanation will be submitted to Homeland Security no later than March 31, 2017.
- B. This Grant cannot be changed or altered in any way without prior written authorization from 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 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.
 Quarterly reports will be submitted electronically via
https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/view_form?usp=send_form.

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 (seven hundred and fifty dollars and zero cents) \$750,000 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 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 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 U.S. Department of Homeland Security 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 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. 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 thirteen (13) pages; and 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 Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 139104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity. Furthermore, the County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Mr. Forrest Chadwick, Chair
Natrona County Commission

Date

Attested by: County Clerk

Date

Approved as to Form:



County Attorney

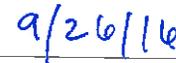


Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Samantha Caselli, Assistant Attorney General



Date

Attachments:

1. Point of Contact Information Form



**2016 Emergency Management Performance Grant (EMPG)
GRANT POINT OF CONTACT INFORMATION FORM**

Jurisdiction:	NATRONA COUNTY
Grant Project ID:	16-GPD-NAT-EM-GCF16
Mailing Address:	201 NORTH DAVID, SECOND FLOOR
City, ST ZIP	CASPER, WYOMING 82601

Grant Administrator	GUS O. HOLBROOK
Title:	SHERIFF
Phone Number:	307-235-9282
Email:	holbroog@natronacounty-wy.gov
Gmail Address for access to WOHS Team Website*:	mkpatterson2809@gmail.com

Authorized Point of Contact	MELISSA PATTERSON
Title:	ADMINISTRATIVE ACCOUNTANT
Phone Number:	307-235-9273
Email:	reedm@natronacounty-wy.gov
Gmail Address for access to WOHS Team Website*:	mkpatterson2809@gmail.com

**A Gmail address is required to access this site which contains helpful links, announcements, forms and reporting.*

Signature 	Date 09/02/16
Printed Name GUS O. HOLBROOK	Title SHERIFF

This form must be signed by the same signing authority required by the 2016 EMPG Grant Award Agreement. Please complete and return along with signed Grant Award Agreement to:

Abby Eichorn
Wyoming Office of Homeland Security
Fax: 307-635-6017
5500 Bishop Boulevard, Cheyenne, WY 82009
Or abby.eichorn@wyo.gov
2016 EMPG Grant Award Agreement Attachment A

RESOLUTION 34-16

A RESOLUTION ADOPTING REVISED ALCOVA RESERVOIR TRAILER LOT LEASE AND CABIN SITE LEASE TEMPLATES; APPROVING REVISED SITE MODIFICATION PROCESS AND LOTTERY PROCESS FOR TRAILER SITE LEASEHOLDERS; AND APPROVING REVISED LEASES WITH THE CASPER BOAT CLUB AND CASPER WATERSKI CLUB

WHEREAS, Natrona County entered into a Management Agreement with the United States, Department of Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir, Natrona County, Wyoming; and

WHEREAS, the Board of County Commissioners of Natrona County previously approved trailer lot, lakefront, and non-lakefront cabin site lease templates; site modification process and lottery process for trailer lot leaseholders; and previously approved leases with the Casper Boat Club and Casper Waterski Club; and

WHEREAS, previous versions of the lease templates, site modification and lottery processes, and the previously approved leases with the Boat Club and Waterski Club have since been revised; and

WHEREAS, the revised versions have a revision date of October 6, 2016 and have been approved by the Natrona County Parks Department, Natrona County Parks Board, and Reclamation.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming hereby approves and adopts the revised lease templates, revised site modification and lottery processes, and revised lease with the Casper Boat Club and Casper Waterski Club, which are attached hereto. All prior versions of Alcova Reservoir leases, templates, and guidelines are hereby superceded and are of no force or effect.

DATED this 1st day of November, 2016.

Attest:

Forrest Chadwick

Renea Vitto, County Clerk



Natrona County Road & Bridge Department

538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9311; 265-2743 (fax)

MEMO

DATE: October 24, 2016

TO: Forrest Chadwick, Commission Chairman, Commissioners and Heather
Duncan-Mabone, County Attorney

FROM: Michael D. Haigler, Road & Bridge Superintendent/Acting Parks Director

SUBJECT: Revised Lease Agreements dated October 6, 2016 for the Alcova
Cabin Sites, Trailer Sites, Casper Waterski Club and the Casper Boat
Club in addition to the Lottery Process and the Site Modification
Process for Alcova and Pathfinder Reservoirs.

Attached are the lease agreements for the Alcova Cabin Sites, Trailer Sites, Casper Waterski Club and the Casper Boat Club. Also attached are the Lottery Process information sheet and the Site Modification Process for Alcova and Pathfinder Reservoirs.

All of the documents are dated **October 6, 2016** as approved by the Bureau of Reclamation the Natrona County Parks Board and the Natrona County Attorney.

There were minor typographical changes to most all of the documents. The Site Modification Process for Alcove Reservoir and Pathfinder Reservoir were changed significantly from the original document in that the sections on dock configurations was added back in and the front end of the document was revised so as to ready more clearly.

All Cabin and Trailer Lease documents now contain a directive on the signatory page that states **"By signing Lessee(s) affirms that he/she/they are owners of the Cabin/Trailer and acknowledge that only an owner may lease the property"**.

The Casper Waterski Club and the Casper Boat Club documents were modified to allow one communal Fire Pit.

Staff recommends approval.



Lottery Process for Trailer Lot Leaseholders
at Alcova Reservoir, Natrona County, Wyoming
Revised October 6, 2016

Natrona County Parks maintains a Lottery List for Trailer Lot Leases. The Lottery Process is as follows:

- Any Lessee wanting to terminate their Lease shall so notify the Parks Dept. in writing prior to February 18th of the current Lease year. This request shall be mailed to Natrona County Parks, PO Box 848; Mills, WY 82644, or be hand-delivered to 538 SW Wyo Blvd in Mills, or be emailed to parks@natrona.net.
- Upon receiving the notice to terminate, five names will be randomly selected from the current Lottery List for each available Lot, and provided to the Lessee
- ALL names drawn from the current Lottery List will be provided to each Lessee who has provided termination notice to County Parks
- The terminating Lessee may negotiate with any and all parties whose names have been drawn
- If the Lessee is unable to reach an agreement with any of the names drawn, the first name drawn who has not already reached an agreement with a current Lessee, will be granted the right to Lease the Lot for the upcoming term, beginning May 19th, or assume the Lease if thereafter
- If that person elects not to purchase the Lessee's trailer, the Lessee shall remove the trailer and all appurtenant personal property from the Lot within sixty days

Additional Information:

- The Lottery List is renewed on February 1st each year
- Any person wanting to be added to the current Lottery List shall so notify the Parks Dept in writing on or after February 1st each year
- All persons wanting to remain on the Lottery List must reregister every year
- This request shall be mailed to Natrona County Parks, PO Box 848; Mills, WY 82644, or be hand-delivered to 538 SW Wyo Blvd in Mills, or be emailed to parks@natrona.net. Include your name, mailing address and phone number(s).
- Lessees may sell their trailer to a buyer not on the Lottery List, but Lessee will be required to remove it from the Leased Lot within 60 days therefrom. In that event, please contact us so we can re-let or otherwise handle said Trailer Lot, without claim from Lessee or their heirs, successors or assigns.



**Site Modification Process
for Alcova Reservoir and Pathfinder Reservoir,
Natrona County, Wyoming Leaseholders**

Revised October 6, 2016

PRIOR to any construction or ground disturbance on a leased lot at Alcova Reservoir or Pathfinder Reservoir, Natrona County, Wyoming, the Lessee shall comply with the following requirements.

1. Lessee shall complete a site modification application including attaching construction documents of sufficient clarity to indicate the location, nature, and extent of the proposed work (the "Complete Application").
2. Lessee shall submit the Complete Application to the Natrona County Parks Department ("Parks") by attaching it to an email and sending it to parks@natronacounty-wy.gov.
3. When Parks receives a Complete Application:
 - a. Parks will review the Complete Application;
 - b. Parks will also forward the Complete Application for review by:
 - i. the Natrona County Parks Board and
 - ii. the Natrona County Development Department ("DD"); and
 - c. If the Complete Application is for a substantial lot improvement and/or any ground disturbing activity (this includes dock related work that disturbs the bed of the reservoir and/or the shoreline), Parks will also forward the Complete Application for review by the Bureau of Reclamation ("Reclamation"). Reclamation will review the Complete Application to determine if the proposed work complies with:
 - i. Reclamation's requirements,
 - ii. the National Environment Policy Act, and
 - iii. the National Historic Preservation Act.
4. After Parks receives a recommendation from each of the required reviewers, Parks will notify the Lessee in writing whether the Lessee's Complete Application is approved or denied. A Complete Application shall not be approved if the Lessee is in violation of any condition of Lessee's lease.
 - a. If Parks denies a Complete Application, Parks will state why the Complete Application was denied in the written denial.

- b. If Parks approves a Complete Application, Parks will send a written notice of approval to the Lessee. HOWEVER, the Lessee shall not commence work until Lessee obtains a building permit from the DD.
5. If the Lessee's Complete Application is approved by Parks, the Lessee shall next contact the DD, and:
 - a. Lessee shall submit a copy of the Complete Application approval by Parks to the DD.
 - b. Lessee shall complete the Building Permit Application and is subject to the regular DD process to obtain a building permit.
6. After Lessee has received a building permit from the DD, Lessee may commence the site modification as approved by Parks and the DD.

All modification applications are subject to the following:

- Cabin square footage:
 - Existing cabins constructed before 1981 that exceed 800 SF of allowable enclosed floor area, are permitted to remain; however, their size shall not be increased
 - Existing cabins less than the maximum allowable size of 800 SF, may be expanded up to this square footage after following the process described above
 - Construction of basements or 2nd stories on existing cabins will not be allowed with the exception that an "A-frame" structure with interior balcony is allowed and the interior balcony does not count against the 800 SF floor area
- Decks:
 - No excavated foundations for decks are allowed; Existing decks that exceed 400 SF of combined floor area, are permitted to remain; however, their size, shape and design shall not be increased or changed
 - Existing decks may be demolished and replaced to the same size, shape and design, provided setbacks are adhered to
 - Existing decks less than the maximum allowable size of 400 SF, may be expanded up to this square footage, provided setbacks and the process described above are followed
 - New decks shall be unenclosed unless counted as part of the allowable 800 SF enclosed area and are limited to 400 SF.

The following dock requirements apply to docks associated with cabin sites.

- Docks Cabin Sites only:
 - Existing docks that exceed the allowable 720 SF footprint, are permitted to remain; however, their size shall not be increased
 - No new boathouses will be permitted; however, existing ones are permitted to remain
 - A canopy is allowed over the boat slip; however, no two-story docks are permitted
 - The dock shall be numbered on both the shore side and the waterside such that Parks personnel can readily identify the dock. Dock must be numbered with 4" min; 6" max height numerals painted black.

- The dock shall:
 - Start at the water's edge and be no more than 18" above the water's surface
 - Extend perpendicular to the shoreline into Alcova Reservoir for not more than 30'—excluding gangway—and be not more than 24' along the shoreline
 - Include enough land area to sufficiently anchor the dock
 - The dock shall **not** be anchored to any vegetation such as a tree or shrub. Lessee shall not build or use a shed or picnic table to anchor the dock. If Lessee disturbs shoreline beyond a 5' wide gangway, Lessee shall restore the disturbed area to its original contour and reestablish vegetation.

Dock Construction/Modification

- A. All new docks and dock alterations must first be approved by the Director and must conform to the current applicable code as adopted by Natrona County. The Director must also have written proof permittee has contacted the Army Corps of Engineers and met all requirements of these appropriate agencies and are in compliance with all appropriate environmental requirements, including the National Environmental Act, National Historic Preservation Act, and Section 404 of the Clean Water Act before construction may begin.
- B. Docks may either be of flotation or fixed design; however, dock must be securely anchored in place by means of anchor cables, guys, pipe or columns. Cable anchor lines shall be in direct line with dock fingers. Docks cannot be anchored to trees or other vegetation.
- C. Docks painted after the date of the cabin lease shall be painted with approved environmentally compatible colors. In lieu of paint, indoor/outdoor carpet may be used.
- D. Flotation docks may use Styrofoam, buoyant plastic and or other forms of buoyant foam. No metal barrels may be used.
- E. Any dock completed before the date of this agreement, meeting all the required specifications for a dock herein, except shape, will be accepted as it currently exists. Any new or reconstructed dock shall have one of the following combinations:



(Diagrams not to scale)

- F. Dock permittees may combine docks in multiples by attaching two or more docks together as follows; however, each slip must be identified by its respective dock number.



(Diagram not to scale)

- G. Bulkheads, rip-rap, or revetments shall be firmly anchored by drive posts, concrete set posts, or masonry. Steel pipe, or concrete posts may be used in anchoring devices. No new railroad ties or power poles may be used. Lessee shall comply with all environmental requirements, including the National Environmental Policy Act, National Historic Preservation Act, and Section 404 of the Clean Water Act before the Board, with Reclamation's concurrence, will authorize any construction to begin.

- H. All docks having electrical power must meet National Electrical Code standards and permittee must provide Parks with a copy of County Electrical Inspector approval. All electrical power lines shall be buried.

ALL DOCKS shall be maintained by the Lessee to the satisfaction of the Director and shall be subject to removal at the Lessee's expense. The Director may require a Lessee to relocate any dock.

- Storage Sheds:
 - Existing sheds are permitted to remain at their size, shape, and quantity
 - Two skid-mounted storage sheds, each no larger than 120 SF are permitted, provided setbacks are adhered to
 - No foundations for sheds are allowed
 - No new garages will be permitted
- Potable Water Wells Cabin Sites only:
 - Wells shall be constructed in accordance with Wyoming State Engineer's Office (SEO) *Water Well Minimum Construction Standards*
 - Applicant shall maintain a copy of the *Approved Permit to Construct*
 - No well shall be activated until a *Statement of Completion* is received by the SEO and Parks Department.
 - All wells constructed on leased lands become the property of Reclamation
 - Lessee is responsible for all costs and fees associated with the well
 - All work on existing wells and appurtenances shall comply with all County and State regulations
- Onsite wastewater treatment Cabin Sites only:
 - All onsite wastewater systems including vault toilets shall be constructed in accordance with the County Health Department. and Wyoming DEQ standards
 - Applicant shall maintain a copy of the *Approved Permit to Construct*
 - All wastewater systems constructed on leased lands become the property of Reclamation
 - Lessee is responsible for all costs and fees associated with the onsite wastewater system
 - All work on existing wastewater systems, except routine maintenance that does not involve ground disturbance, shall have prior approval from the Parks Director

Additional Requirements:

- Cabin Sites: Existing approaches, driveways, aprons, patios, footpaths, and all other concrete flatwork and asphalt pavement shall remain; No *substantial* improvement or other ground disturbance on or off the Cabin Site may be constructed without the prior approval of Reclamation
- Trailer Park: Existing approaches, driveways, aprons, patios, footpaths, and all other concrete flatwork and asphalt pavement shall remain. Proposed paving, if any, shall be depicted on the site plan to the Department Director.
- Club Sites and Marinas: Submit proposed improvements **first** to your respective Board, whereupon its representative will follow the process described herein, except that DD has a **different CHECKLIST** for commercial properties
- Exterior Modifications: Modifications to the exterior of structures consisting of routine maintenance do not require any approval unless ground disturbance or a change in color/design is involved. Examples of routine maintenance include deck repairs, painting, replacing

windows, doors, siding, roofing, etc. New exterior finishes and colors must be approved by the Parks Director.



Alcova Reservoir Boat Club Lease

Revised October 6, 2016

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

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

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

2. **Recitations.**

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

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

² Management Agreement ¶ 19(i).

- iv. Limited use authorization is fully revocable at the discretion of Reclamation.
 - v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.
- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
- i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
- G. Title 43 Code of Federal Regulations (CFR), Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
- H. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Club Site, pending a greater public use as determined by Reclamation.**
3. **Purpose of Lease.** The purpose of this Lease is for County to lease the area shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 19, 2016 to May 18, 2021, inclusive. Following are the Lease years:
- A. First Lease year – May 19, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021
5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including the Club Site.

6. **County's Obligation(s).**

- A. County leases the area shown on the Site Plan and described in the attached *Exhibit 1* (the "Club Site") **as is** to Lessee.
- B. County will provide a metered water tap and sewer connection in the area shown on the Site Plan during the Seasonal Operation Period (the "Services").
 - i. If Lessee wants any service not specified in this Lease (nonexclusive examples include garbage dumpsters, propane, electrical, and satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation thereof and service fees.

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

A. **FEES.**

- i. Lessee shall pay the following fees:
 - a. **Rent.** For the first Lease year, **\$25,000.00** for annual rent.
 - b. **Services.** The County will bill Lessee the actual cost for water and sewer taps (the "Services"). Lessee shall pay the cost of the Services within ten days of the invoice date.
 - c. **Transfer.** ***If*** the parties agree by prior written consent that Lessee may transfer this Lease, Lessee shall pay a \$25 transfer fee.
 - ii. For the first Lease year, Lessee shall pay the fees for rent and the Services promptly upon notification of payment due.
 - iii. All fees are nonrefundable.
 - iv. County will annually adjust the rent fee based on the ten-year weighted average of the Consumer Price Index as determined for recreational sites by the Trust Land Management Division of the State of Wyoming.
- B. **MAINTAIN LIABILITY INSURANCE.** During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Club Site in a minimum amount of \$500,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request.
- C. **PROPERTY INSURANCE.** During the entire term of this Lease, Lessee shall maintain property insurance in an amount sufficient to replace all improvements on the Club Site from a company acceptable to County. Lessee shall list County as additional insured on the insurance and require the insurance company to send any and all notices to the County. Lessee shall provide proof of insurance to the Department Director no later than the effective date of this Lease. A list of improvements on the Club Site is attached to this Lease as *Exhibit 2*.

D. ACCESS. County and Reclamation and their respective agent(s) shall have at all times and places, full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.

E. PROHIBITED. Lessee shall not:

- i. Change the use of the Club Site;
- ii. Prevent access to the Alcova Reservoir shoreline;
- iii. Commit or allow anyone else to commit waste on the Club Site;
- iv. Create or allow anyone else to create a nuisance on the Club Site;
- v. Commit or allow anyone else to commit any act whereby persons may be endangered or injured by use of the reservoir area;
- vi. Construct any improvement, including, but not limited to, a fence, landscaping, lot driveway modifications, deck, porch, boat dock, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming;
- vii. Allow any construction on the Club Site by any person who is not a Natrona County licensed contractor;
- viii. Build any improvement below an elevation of 5,500 feet except a waterfront improvement. Lessee is required to obtain approvals required in this Lease for a waterfront improvement;
- ix. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
- x. Build or use any fire pit or fire ring with the exception of the one approved existing communal fire pit/ring and a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
- xi. Provide reasonable fire protection and suppression as directed by the Fire Warden;
- xii. Leave or burn refuse;
- xiii. Dispose of sewage except in accordance with federal, state, and local laws;
- xiv. Cut or take timber from any area covered by the Management Agreement; or
- xv. Allow livestock to graze or stable on the Club Site; or
- xvi. Build or place any improvements outside of the Club Site lease.

F. REQUIRED. Lessee shall:

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

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

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

- a. However, during regattas and special events, Lessee may allow nonmembers to use the Club Site facilities. Lessee shall obtain prior approval from County for each regatta and special event it wants to hold on the Club Site.
 - b. Lessee shall allow only its members to purchase goods and services at the Club Site. With the exception that in case of an emergency, Lessee may sell gas to nonmembers.
 - c. Lessee shall allow only its members and its members' guests to dine at the Club Site restaurant.
 - d. Lessee may apply reciprocity only to members of the Alcova Reservoir Waterski Club.
 - v. Lessee may sell alcoholic and malt beverages upon the leased premises in accordance with all applicable laws.
 - vi. Lessee and its members shall not stay overnight at the Club Site except at the designated RV campsites and caretaker trailers.
 - vii. Lessee may allow use of no more than twelve campsites. A member cannot use a campsite for overnight camping for more than ten consecutive days.
 - viii. Lessee may allow use of a land boat docking facility with no more than thirty spaces.
8. **Lease Extension and Renewal.** Neither party has a right of extension or renewal of this Lease.
9. **General Provisions.**
- A. **Amendments.** Any changes to this Lease shall be in writing signed and dated by all parties.
 - B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of all parties.
 - C. **Collateral.** No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.
 - D. **Waiver.** If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
 - E. **Breach.** If Lessee fails to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such a breach or default is not corrected within 30 days, County may at its discretion:
 - i. terminate this Lease, and/or

- ii. give written notice and time to cure the breach to Lessee, and/or
 - iii. demand specific performance in accordance with this Lease, and/or
 - iv. pursue any other remedy allowed by law.
- F. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all of County's reasonable attorneys' fees in enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Club Site.
- i. Lessee shall remove improvements within 90 days of termination of this Lease.
- G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future. This includes, but is not limited to, complying with the Americans with Disabilities Act and all equal employment laws.
- i. Lessee shall not discriminate against qualified individuals with disabilities and will provide reasonable accommodations as required by law in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training.
 - ii. Lessee shall provide equal employment opportunities and a work environment free from harassment to all individuals without regard to age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training. Lessee shall post notices regarding equal employment in its facilities.

- iii. Lessee shall conduct all of its business including, but not limited to, selecting service, supplies, and equipment providers and repair persons without regard to age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation.
- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- P. **Entire Lease.** This document consisting of 10 pages including Exhibits, contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. **Severability.** If any portion of this Lease is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

NATRONA COUNTY

CASPER BOAT CLUB

 Chair, Date
 Board of County Commissioners

 Chris Trujillo Date
 Commodore, Casper Boat Club

ATTEST:

ATTEST:

 County Clerk Date

 Festi Edwards, Secretary Date

Approved as to form
County Legal Department

Alcova Reservoir Boat Club Lease

Exhibit 2

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

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

Helicopter pad
8 x 20 portable Conex box

Casper Boat Club

Alcova Lake
Natrona County, Wyoming

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

Exhibit F

(From Management Agreement 15-LM-60-2364
Effective may 19, 2016)

Exhibit 1

(Alcova Reservoir Boat Club Lease)

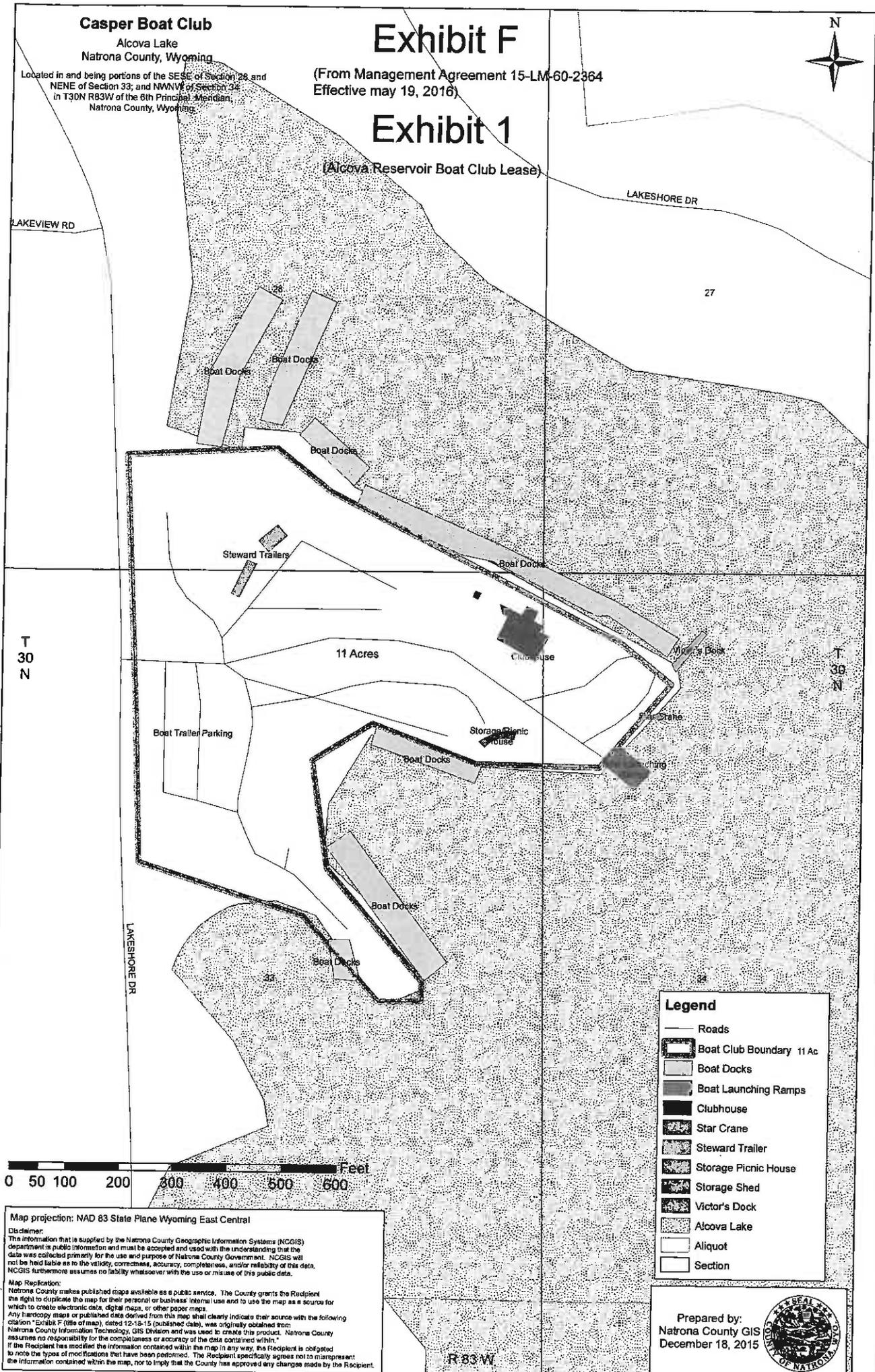


LAKEVIEW RD

LAKE SHORE DR

T
30
N

T
30
N



Map projection: NAD 83 State Plane Wyoming East Central

Disclaimer:

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

Map Recipient:

Natrona County makes published maps available as a public service. The County grants the Recipient the right to duplicate the map for their personal or business internal use and to use the map as a source for which to create electronic data, digital maps, or other paper maps. Any hardcopy maps or published data derived from this map shall clearly indicate their source with the following citation "Exhibit F" (file of map), dated 12-18-15 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product. Natrona County assumes no responsibility for the completeness or accuracy of the data contained within.

If the Recipient has modified the information contained within the map in any way, the Recipient is obligated to note the types of modifications that have been performed. The recipient specifically agrees not to misrepresent the information contained within the map, nor to imply that the County has approved any changes made by the Recipient.

Legend

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

Prepared by:
Natrona County GIS
December 18, 2015



R 83 W



Alcova Reservoir Trailer Lot Lease

Rev. October 6, 2016

1. **Parties.** The parties to this contract are Natrona County ("County") and the following Lessee(s). The parties' respective contact information is:

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

Jane Doe

John Doe

Lot #

2. **Recitations.**

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

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

² Management Agreement ¶ 19(i).

- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
- i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
- G. Title 43 of the Code of Federal Regulations, Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
- H. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Lot, pending a greater public use as determined by Reclamation.**
3. **Purpose of Lease.** The purpose of this Lease is for County to lease a lot in the Trailer Park to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 15, 2016 to May 18, 2021, inclusive. Following are the Lease years:
- A. First Lease year – May 15, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021
5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including the lots in the Trailer Park. The trailer site shall not be the principal place of residence for the Lessee.

6. **County's Obligation(s).**

- A. County leases the Lot in the Trailer Park **as is** to Lessee.
- B. County will provide water and sewer to the Lot and dumpsters to the area shown on the Site Plan (the "Services") during the Seasonal Operation Period.

7. **Lessee's Obligation(s).** In exchange for County leasing the Lot to Lessee and providing Services:

A. **PAYMENT of FEES.**

i. Lessee shall pay the following fees:

a. **Rent.** For the first Lease year, **\$2450.00** for annual rent.

b. **Services.** For the first Lease year, **\$100** for the Services. If the actual cost of the Services exceeds \$100, Lessee shall pay the additional cost of Services within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.

ii. For the first Lease year, Lessee shall pay the fees for rent and services promptly upon notification of payment due. Each year thereafter, Lessee shall pay the annual rent and service fees no later than **May 19th** of that Lease year.

iii. All fees are nonrefundable.

iv. County will annually adjust the rent fee based on the *Wyoming Cost of Living Index* published by the Economic Analysis Division of the State of Wyoming.

B. **MAINTAIN LIABILITY INSURANCE.** During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Site in a minimum amount of \$100,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request.

C. **ALLOW ACCESS.** County and Reclamation and their respective agent(s) shall have at all times and places to have full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.

D. **PROHIBITED.** Lessee shall not:

i. Change the use of the Lot;

ii. Commit or allow anyone else to commit waste on the Lot;

iii. Conduct a commercial enterprise on the premises;

iv. Create or allow anyone else to create a nuisance on the Lot;

v. Commit or allow anyone else to commit, any act whereby persons may be endangered or injured by use of the reservoir area.

- vi. Keep more than one mobile home or trailer or camper or similar structure on the Lot;
 - vii. Store any personal property other than a boat and trailer that are less than 24 feet long on the Lot from October 16th through April 14th;
 - viii. Construct any improvement on the Lot, including, but not limited to a fence, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
 - ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;
 - x. Violate any County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
 - xi. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
 - xii. Leave or burn any refuse;
 - xiii. Dispose of sewage except in accordance with federal, state, and local laws;
 - xiv. Cut or take timber from any area covered by the Management Agreement; or
 - xv. Build or place any improvements outside of the lot lease.
 - xvi. Allow sleeping accommodations outside of the permitted structure on the lot.
- E. REQUIRED. Lessee shall:
- i. Provide and maintain any service facilities on the Lot in a manner acceptable to County and shall be responsible for any and all damage to utility hookups;
 - i. Promptly clean up after Lessee's dog(s);
 - ii. Store all refuse in a tidy manner that prevents the refuse from being blown away; and
 - iii. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:
 - a. Proposals for *substantial* lot improvements to Reclamation.
 - b. All proposals and his/her recommendations on the proposed improvements to the Natrona County Development Department.

F. USE.

- i. The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.
- ii. The Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16th through April 14th.
- iii. Lessee shall not use the sewage facilities on the Lot or any other Alcova Reservoir facility from October 16th through April 14th.

G. OTHER SERVICES. If Lessee wants any service not specified in this Lease (nonexclusive examples include – water well, septic system, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.

8. **Lease Transfer, Extension, Renewal and Termination.** There shall be no assignment or transfer of this Lease. All leases shall be issued only by the County. Neither party has a right of extension or renewal of this Lease. Leases shall be issued to those parties that were successfully drawn from the lottery list. The County maintains a lottery list for Trailer Lot Leases that is renewed on February 1st of each year. If Lessee wants to terminate this Lease, s/he must follow the published Lottery Process.

9. **General Provisions.**

A. **Amendments.** Any changes to this Lease shall be in writing signed and dated by all parties.

B. **Collateral.** No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.

C. **Waiver.** If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

D. **Breach.** If Lessee fails to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty (30) days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such breach or default is not corrected within 30 days, County may at its discretion:

- i. terminate this Lease, and/or
- ii. demand specific performance in accordance with this Lease, and/or
- iii. pursue any other remedy allowed by law.

E. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all reasonable costs, County's attorneys' fees and expenses associated with enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Lot.

- F. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future.
- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- P. **Entire Lease.** This document consisting of 7 pages contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. **Severability.** If any portion of this Lease is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

By signing Lessee(s) affirms that he/she/they are owners of the Trailer/RV and acknowledge that only an owner may lease the property.

NATRONA COUNTY

JANE DOE

_____ Chair, Board of County Commissioners	_____ Date	_____ Lessee	_____ Date
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ATTEST:

JOHN DOE

_____ County Clerk	_____ Date	_____ Lessee	_____ Date
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Approved as to form
County Legal Department

All correspondence shall be sent to the following mailing address:

Address

City, ST Zip

Phone(s)



Alcova Reservoir Non-Lakefront Cabin Site Lease

Revised October 6, 2016

1. **Parties.** The parties to this contract are Natrona County ("County") and the following Lessee(s). The parties' respective contact information is:

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

Jane Doe
John Doe

Site #
Dock #

2. **Recitations.**

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

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

² Management Agreement ¶ 19(j).

- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
 - i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
 - G. Title 43 Code of Federal Regulations (CFR), Part 21, Occupancy of Cabin Sites on Public Conservation and Recreation Areas, applies to this Lease and the Lessees.
 - H. Title 43 CFR, Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
 - I. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Lot, pending a greater public use as determined by Reclamation.**
3. **Purpose of Lease.** The purpose of this Lease is for County to lease a cabin site shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
 4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 15, 2016 to May 18, 2021, inclusive. Following are the Lease years:
 - A. First Lease year – May 15, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021
 5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including cabin sites. The cabin site shall not be the principal place of residence for the Lessee.

6. **County's Obligation(s).**

- A. County leases the non-lakefront cabin site **as is** to Lessee.
- B. County will provide dumpsters in the area shown on the Site Plan during the Seasonal Operation Period for Lessee to put his/her trash (the "trash service").
- C. Access to the cabin site lot will be from a public roadway.

7. **Lessee's Obligation(s).** In exchange for County leasing the Lot to Lessee:

A. **PAYMENT of FEES.**

i. Lessee shall pay the following fees:

- a. **Rent.** For the first Lease year, **\$2050** for annual rent.
- b. **Trash Service.** **\$60** for annual trash service. If the actual cost of trash service exceeds this amount, Lessee shall pay the additional cost of trash service within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.
- c. **Transfer.** **If** the parties agree by prior written consent that Lessee may transfer this Lease, Lessee shall pay a \$25 transfer fee.

ii. For the first Lease year, Lessee shall pay the fees for rent and trash service promptly upon notification of payment due. Each year thereafter, Lessee shall pay the annual rent and trash service fees no later than **May 19th** of that Lease year.

iii. All fees are nonrefundable.

iv. County will annually adjust the rent fee based on the ten-year weighted average of the Consumer Price Index as determined for recreational sites by the Trust Land Management Division of the State of Wyoming.

B. **MAINTAIN LIABILITY INSURANCE.** During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Lot in a minimum amount of \$100,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request

C. **ALLOW ACCESS.** County and Reclamation and their respective agent(s) shall have, at all times and places, full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.

D. **PROHIBITED.** Lessee shall not:

- i. Change the use of the Lot;
- ii. Prevent access to the Alcova Reservoir shoreline;
- iii. Conduct a commercial enterprise on the premises

- iv. Commit or allow anyone else to commit waste on the Lot;
- v. Create or allow anyone else to create a nuisance on the Lot;
- vi. Commit or allow anyone else to commit any act whereby persons may be endangered or injured by use of the reservoir area;
- vii. Store any personal property other than boats and trailers on the Lot from October 16th through April 14th;
- viii. Construct any improvement, including, but not limited, to a fence, landscaping, lot driveway modifications, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
- ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;
- x. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
- xi. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
- xii. Leave or burn refuse;
- xiii. Dispose of sewage except in accordance with federal, state, and local laws;
- xiv. Cut or take timber from any area covered by the Management Agreement; or
- xv. Build or place any improvement outside of the lot lease.
- xvi. Allow sleeping accommodations outside of the permitted structure on the lot, unless permitted by the County.

E. REQUIRED. Lessee shall:

- i. Maintain the Lot driveway at Lessee's expense in a manner acceptable to County;
- ii. Provide and maintain any water facilities, sewage disposal, and refuse disposal in a manner acceptable to County;
- iii. Promptly clean up after Lessee's dog(s);
- iv. Store all refuse in a tidy manner that prevents the refuse from being blown away;

- v. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:
 - a. Proposals for *substantial* lot improvements to Reclamation.
 - b. All proposals and his/her recommendations on the proposed improvements to the Natrona County Development Department.

DOCK. The shoreline will at all times be open to the public. If there is no conflict with general public use, the Lessee may be permitted individually or jointly to construct or modify a dock facility at their sole cost and expense, following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. This permission does not grant to the Lessee any exclusive use rights nor does it convey a right to a continuation of this permission beyond the end of the term of this Lease.

F. USE.

- i. The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.
- ii. Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16th through April 14th.

G. OTHER SERVICES. If Lessee wants any service not specified in this Lease (nonexclusive examples include – water well, septic system, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.

8. Lease Extension and Renewal. Neither party has a right of extension or renewal of this Lease.

9. General Provisions.

- A. Amendments. Any changes to this Lease shall be in writing signed and dated by all parties.
- B. Assignment. No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of all parties.
- C. Collateral. No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.
- D. Waiver. If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. Breach. If Lessee fails to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty (30) days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such a breach or default is not corrected within 30 days, County may at its discretion:

- i. terminate this Lease, and/or
 - ii. demand specific performance in accordance with this Lease, and/or
 - iii. pursue any other remedy allowed by law.
- F. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all reasonable costs, County's attorneys' fees and expenses associated with enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Lot.
- i. Lessee shall remove improvements within 90 days of termination of this Lease.
- G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future.
- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.

P. **Entire Lease.** This document consisting of 7 pages contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.

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

By signing Lessee(s) affirms that he/she/they are owners of the Cabin and acknowledge that only an owner may lease the property.

NATRONA COUNTY

JANE DOE

_____ Chair, Board of County Commissioners	_____ Date	_____ Lessee	_____ Date
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ATTEST:

JOHN DOE

_____ County Clerk	_____ Date	_____ Lessee	_____ Date
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Approved as to form
County Legal Department

All correspondence shall be sent to the following mailing address:

Address

City, ST Zip

Phone(s)

Alcova Cabin Sites

Alcova Lake
Natrona County, Wyoming

Located in and being portions of the SWSE of Section 23 and
NE, Lot 2; Lot 3; NWSE; and NESE of Section 26
In T30N R83W of the 6th Principal Meridian,
Natrona County, Wyoming.

Exhibit H



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30
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T
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N



Map projection: NAD 83 State Plane Wyoming East Central

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

Map Replication:
Natrona County makes published maps available as a public service. The County grants the Recipient the right to duplicate the map for their personal or business' internal use and to use the map as a source for which to create electronic data, digital maps, or other paper maps. Any hardcopy maps or published data derived from this map shall clearly indicate their source with the following citation "Exhibit H (title of map), dated 12-17-15 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product. Natrona County assumes no responsibility for the completeness or accuracy of the data contained within." If the Recipient has modified the information contained within the map in any way, the Recipient is obligated to note the types of modifications that have been performed. The Recipient specifically agrees not to misrepresent the information contained within the map, nor to imply that the County has approved any changes made by the Recipient.

Legend

- Roads
- ▭ Cabin Sites 66 Acres
- ▭ Township
- ▭ Section
- ▭ Aliquot
- ▭ Alcova

Prepared by:
Natrona County GIS
December 17, 2015

R 83 W



Alcova Reservoir Lakefront Cabin Site Lease

Rev. October 6, 2016

1. **Parties.** The parties to this contract are Natrona County ("County") and the following Lessee(s). The parties' respective contact information is:

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

Jane Doe
John Doe

Site #
Dock #

2. **Recitations.**

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

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

² Management Agreement ¶ 19(i).

- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
- i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
- G. Title 43 Code of Federal Regulations (CFR), Part 21, Occupancy of Cabin Sites on Public Conservation and Recreation Areas, applies to this Lease and the Lessees.
- H. Title 43 CFR, Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
- I. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Lot, pending a greater public use as determined by Reclamation.**
3. **Purpose of Lease.** The purpose of this Lease is for County to lease a cabin site shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 15, 2016 to May 18, 2021, inclusive. Following are the Lease years:
- A. First Lease year – May 15, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021
5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including cabin sites. The cabin site shall not be the principal place of residence for the Lessee.

6. County's Obligation(s).

- A. County leases the lakefront cabin site **as is** to Lessee.
- B. County will provide dumpsters in the area shown on the Site Plan during the Seasonal Operation Period for Lessee to put his/her trash (the "trash service").
- C. Access to the cabin site lot will be from a public roadway.

7. Lessee's Obligation(s). In exchange for County leasing the Lot to Lessee:

A. PAYMENT of FEES.

i. Lessee shall pay the following fees:

a. Rent. For the first Lease year, **\$3,250.00** for annual rent.

b. Trash Service. **\$60.00** for annual trash service. If the actual cost of trash service exceeds this amount, Lessee shall pay the additional cost of trash service within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.

c. Transfer. **If** the parties agree by prior written consent that Lessee may transfer this Lease, Lessee shall pay a \$25 transfer fee.

ii. For the first Lease year, Lessee shall pay the fees for rent and trash service promptly upon notification of payment due. Each year thereafter, Lessee shall pay the annual rent and trash service fees no later than **May 19th** of that Lease year.

iii. All fees are nonrefundable.

iv. County will annually adjust the rent fee based on the ten-year weighted average of the Consumer Price Index as determined for recreational sites by the Trust Land Management Division of the State of Wyoming.

B. MAINTAIN LIABILITY INSURANCE. During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Lot in a minimum amount of \$100,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request

C. ALLOW ACCESS. County and Reclamation and their respective agent(s) shall have, at all times and places, full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.

D. PROHIBITED. Lessee shall not:

- i. Change the use of the Lot;
- ii. Prevent access to the Alcova Reservoir shoreline;
- iii. Conduct a commercial enterprise on the premises

- iv. Commit or allow anyone else to commit waste on the Lot;
 - v. Create or allow anyone else to create a nuisance on the Lot;
 - vi. Commit or allow anyone else to commit any act whereby persons may be endangered or injured by use of the reservoir area;
 - vii. Store any personal property other than boats and trailers on the Lot from October 16th through April 14th;
 - viii. Construct any improvement, including, but not limited, to a fence, landscaping, lot driveway modifications, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
 - ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;
 - x. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;
 - xi. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;
 - xii. Leave or burn refuse;
 - xiii. Dispose of sewage except in accordance with federal, state, and local laws;
 - xiv. Cut or take timber from any area covered by the Management Agreement; or
 - xv. Build or place any improvement outside of the lot lease.
 - xvi. Allow sleeping accommodations outside of the permitted structure on the lot, unless permitted by the County.
- E. REQUIRED. Lessee shall:
- i. Maintain the Lot driveway at Lessee's expense in a manner acceptable to County;
 - ii. Provide and maintain any water facilities, sewage disposal, and refuse disposal in a manner acceptable to County;
 - iii. Promptly clean up after Lessee's dog(s);
 - iv. Store all refuse in a tidy manner that prevents the refuse from being blown away;
 - v. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:
 - a. Proposals for *substantial* lot improvements to Reclamation.

- b. All proposals and his/her recommendations on the proposed improvements to the Natrona County Development Department.

DOCK. The shoreline will at all times be open to the public. If there is no conflict with general public use, the Lessee may be permitted individually or jointly to construct or modify a dock facility at their sole cost and expense, following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. This permission does not grant to the Lessee any exclusive use rights nor does it convey a right to a continuation of this permission beyond the end of the term of this Lease.

F. USE.

- i. The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.
- ii. Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16th through April 14th.

G. OTHER SERVICES. If Lessee wants any service not specified in this Lease (nonexclusive examples include – water well, septic system, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.

8. **Lease Extension and Renewal.** Neither party has a right of extension or renewal of this Lease.

9. **General Provisions.**

A. **Amendments.** Any changes to this Lease shall be in writing signed and dated by all parties.

B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of all parties.

C. **Collateral.** No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.

D. **Waiver.** If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

E. **Breach.** If Lessee fails to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty (30) days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such a breach or default is not corrected within 30 days, County may at its discretion:

- i. terminate this Lease, and/or
- ii. demand specific performance in accordance with this Lease, and/or
- iii. pursue any other remedy allowed by law.

- F. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all reasonable costs, County's attorneys' fees and expenses associated with enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Lot.
- i. Lessee shall remove improvements within 90 days of termination of this Lease.
- G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future.
- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- P. **Entire Lease.** This document consisting of 7 pages contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. **Severability.** If any portion of this Lease is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

By signing Lessee(s) affirms that he/she/they are owners of the Cabin and acknowledge that only an owner may lease the property.

NATRONA COUNTY

JANE DOE

Chair,
Board of County Commissioners

Date

Lessee

Date

ATTEST:

JOHN DOE

County Clerk

Date

Lessee

Date

Approved as to form
County Legal Department

All correspondence shall be sent to the following mailing address:

Address

City, ST Zip

Phone(s)

Alcova Cabin Sites

Alcova Lake
Natrona County, Wyoming

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

Exhibit H



Map projection: NAD 83 State Plane Wyoming East Central

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

Map Reproduction:
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Legend

- Roads
- Cabin Sites 66 Acres
- Township
- Section
- Aliquot
- Alcove

Prepared by:
Natrona County GIS
December 17, 2015

R 83 W



Alcova Reservoir Casper Waterski Club Lease

Revised October 6, 2016

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

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

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

2. **Recitations.**

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

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

² Management Agreement ¶ 19(i).

- iv. Limited use authorization is fully revocable at the discretion of Reclamation.
 - v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.
- F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:
- i. Access and enter all property governed by the Management Agreement;
 - ii. Close all or part of the property governed by the Management Agreement;
 - iii. Revise the boundaries of the Operations Area defined by the Management Agreement;
 - iv. Remove material from the area included in the Management Agreement;
 - v. Change the level of Alcova Reservoir; and
 - vi. Not stand in the stead for the County if the management agreement expires or is terminated
- G. Title 43 Code of Federal Regulations (CFR), Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.
- H. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Club Site, pending a greater public use as determined by Reclamation.**
3. **Purpose of Lease.** The purpose of this Lease is for County to lease the area shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.
4. **Effective Date and Term of Lease.** This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 19, 2016 to May 18, 2021, inclusive. Following are the Lease years:
- A. First Lease year – May 19, 2016 through May 18, 2017
 - B. Second Lease year – May 19, 2017 through May 18, 2018
 - C. Third Lease year – May 19, 2018 through May 18, 2019
 - D. Fourth Lease year – May 19, 2019 through May 18, 2020
 - E. Fifth Lease year – May 19, 2020 through May 18, 2021

5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including the Club Site.

6. **County's Obligation(s).**

- A. County leases the area shown on the Site Plan and described in the attached *Exhibit 1* (the "Club Site") **as is** to Lessee.
- B. County will provide water tap to the area shown on the Site Plan during the Seasonal Operation Period.
- C. If Lessee wants any service not specified herein (nonexclusive examples include – water well, septic system, refuse collection, propane, electrical, satellite television), Lessee is solely responsible for obtaining the service and all costs associated with the proper installation of the service and fees.

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

A. **FEES.**

i. Lessee shall pay the following fees:

a. **Rent.** For the first Lease year, **\$22,000** for annual rent.

b. **Services.** The County will bill Lessee the actual cost for water tap (the "Services"). Lessee shall pay the cost of the Services within ten days of the invoice date.

c. **Transfer.** ***If*** the parties agree by prior written consent that Lessee may transfer this Lease, Lessee shall pay a \$25 transfer fee.

ii. For the first Lease year, Lessee shall pay the fees for rent and the Services promptly upon notification of payment due.

iii. All fees are nonrefundable.

iv. County will annually adjust the rent fee based on the ten-year weighted average of the Consumer Price Index as determined for recreational sites by the Trust Land Management Division of the State of Wyoming.

B. **LIABILITY INSURANCE.** During the entire term of this Lease, Lessee shall maintain comprehensive general liability insurance for the Club Site in a minimum amount of \$500,000 for each occurrence for bodily injury and property damage from a company acceptable to County. Lessee shall provide proof of insurance to the Department Director upon request.

C. **PROPERTY INSURANCE.** During the entire term of this Lease, Lessee shall maintain property insurance in an amount sufficient to replace all improvements on the Club Site from a company acceptable to County. Lessee shall list County as additional insured on the insurance and require the insurance company to send any and all notices to the County. Lessee shall provide proof of insurance to the Department

Director no later than the effective date of this Lease. A list of improvements on the Club Site is attached to this Lease as *Exhibit 2*.

- D. ACCESS. County and Reclamation and their respective agent(s) shall have at all times and places, full ingress for passage over and egress from all land covered by this Lease for the purpose of carrying on operations of the United States and the County.
- E. PROHIBITED. Lessee shall not:
- i. Change the use of the Club Site;
 - ii. Prevent access to the Alcova Reservoir shoreline;
 - iii. Commit or allow anyone else to commit waste on the Club Site;
 - iv. Create or allow anyone else to create a nuisance on the Club Site;
 - v. Construct any improvement, including, but not limited to, a fence, landscaping, lot driveway modifications, deck, porch, boat dock, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming;
 - vi. Allow any construction on the Club Site by any person who is not a Natrona County licensed contractor;
 - vii. Build any improvement below an elevation of 5,500 feet except a waterfront improvement. Lessee is required to obtain County approvals required in this Lease for a waterfront improvement;
 - viii. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a pre-existing use;
 - ix. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking, with the exception of the one approved existing communal fire pit/ring;
 - x. Provide reasonable fire protection and suppression as directed by the Fire Warden;
 - xi. Leave or burn refuse;
 - xii. Dispose of sewage except in accordance with federal, state, and local laws;
 - xiii. Cut or take timber from any area covered by the Management Agreement;
 - xiv. Allow livestock to graze or stable on the Club Site; or
 - xv. Build or place any improvements outside of the Club Site lease.
- F. REQUIRED. Lessee shall:

- i. Permit the public at all times ingress and egress over and across all of the water surface and land below 5,500 feet elevation included in the Club Site;
 - ii. Maintain the roads and parking areas within the Club Site at Lessee's expense in a manner acceptable to County;
 - iii. Provide and maintain at Lessee's expense all utilities to the Club Site including, but not limited to water facilities, sewage disposal, and refuse disposal in a manner acceptable to County;
 - iv. Establish and maintain the Club Site landscaping in a manner acceptable to County. Lessee shall obtain approval from County prior to changing the Club Site landscaping;
 - v. Control all noxious weeds within the Club Site;
 - vi. Promptly clean up after Lessee's members' dog(s);
 - vii. Store all refuse in a covered container, in a tidy manner, and in a manner that prevents the refuse from being blown away;
 - viii. Obtain written approval from County prior to using an insecticide, fungicide, rodenticide, and weed killer;
 - ix. Maintain a record of the Waterski Club's operations in accordance with Generally Accepted Accounting Principles and submit an annual report that shows the Waterski Club's receipts and expenditures to County no later than November 15th for the immediately preceding Seasonal Operation Period;
 - x. Submit to County a list of the Waterski Club's members and Officers no later than November 15th for the immediately preceding Seasonal Operation Period; and
 - xi. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.
- G. USE. Lessee and its members may use the Club Site during the Seasonal Operation Period.
- i. Lessee shall not allow its members or a third party to violate the terms of this Lease.
 - ii. Lessee shall not use the sewage facilities at the Club Site (if any) or anywhere in the Reservoir Area from October 16th through April 14th.
 - iii. Lessee has sole control over operation of Club Site in accordance with the terms of this Lease.
 - iv. Lessee shall have no more than 100 members. However, Lessee may have an unlimited number of honorary members.
 - v. Lessee shall allow only its members to use the Club Site facilities.

- a. However, during regattas and special events, Lessee may allow nonmembers to use the Club Site facilities. Lessee shall obtain prior approval from County for each regatta and special event it wants to hold on the Club Site.
 - b. Lessee shall allow only its members to purchase goods and services at the Club Site. With the exception that in case of an emergency, Lessee may sell gas to nonmembers.
 - c. Lessee shall allow only its members and their guests to dine at the Club Site restaurant.
 - d. Lessee may apply reciprocity only to members of the Alcova Reservoir Casper Boat Club.
- vi. Lessee and its members shall not stay overnight at the Club Site except at the designated RV campsites and caretaker residence(s).
 - vii. Lessee may allow use of no more than 100 RV Subleases, and maintain a lottery list and process for selling RV spots, boat docks and/or transferring said Subleases.
 - viii. Lessee shall have no more than 100 member docks, one gas dock, two loading docks, and five guest docks at the Club Site.
 - ix. Lessee has sole control over operation of Club Site in accordance with the terms of this Lease.

8. Lease Extension and Renewal. Neither party has a right of extension or renewal of this Lease.

9. General Provisions.

- A. **Amendments.** Any changes to this Lease shall be in writing signed and dated by all parties.
- B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Lease without prior written consent of all parties.
- C. **Collateral.** No party shall use this Lease or any part of this Lease as collateral without prior written consent of all parties.
- D. **Waiver.** If a party waives a breach by another party of a term of this Lease, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- E. **Breach.** If Lessee fails to perform in accordance with this Lease, the lessee shall be given written notice, by certified mail to the Lessee's address as designated within this Lease, of the breach or default, and Lessee shall have thirty (30) days from the receipt of such notice to correct the breach or take action likely to effect such correction. If such a breach or default is not corrected within 30 days, County may at its discretion:

- i. terminate this Lease, and/or

- ii. give written notice and time to cure the breach to Lessee, and/or
 - iii. demand specific performance in accordance with this Lease, and/or
 - iv. pursue any other remedy allowed by law.
- F. **Termination.** County may terminate this Lease immediately for cause if the Lessee fails to perform in accordance with this Lease. If County terminates this Lease for cause, Lessee is liable for all of County's reasonable attorneys' fees in enforcing this Lease, removing Lessee and Lessee's property, and otherwise recovering possession of the Club Site.
- i. Lessee shall remove improvements within 90 days of termination of this Lease.
- G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.
- H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.
- I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.
- J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future. This includes, but is not limited to, complying with the Americans with Disabilities Act and all equal employment laws.
- i. Lessee shall not discriminate against qualified individuals with disabilities and will provide reasonable accommodations as required by law in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training.
 - ii. Lessee shall provide equal employment opportunities and a work environment free from harassment to all individuals without regard to age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation in all employment procedures including but not limited to job application, hiring, promotion, job assignment, leave, transfer, layoff, demotion, discipline, discharge, compensation, benefits, and job training. Lessee shall post notices regarding equal employment in its facilities.
 - iii. Lessee shall conduct all of its business including, but not limited to, selecting service, supplies, and equipment providers and repair persons without regard to

age, creed, disability (except for bona fide occupation disqualification that cannot be remedied with a reasonable accommodation), genetic information, national origin, pregnancy, race/color, religion, sex, or other factors identified and protected by federal, state, and/or local legislation.

- K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.
- L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.
- M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.
- N. **Time.** Time is of the essence in performance of this Lease.
- O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.
- P. **Entire Lease.** This document consisting of 10 pages including Exhibits, contains the entire legally binding agreement between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral with the exception that this Lease is contingent upon and subordinate to the Management Agreement.
- Q. **Severability.** If any portion of this Lease is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Lease shall remain in effect, and either party may renegotiate the term(s) affected by the severance.

NATRONA COUNTY

CASPER WATERSKI CLUB

Chair, Date
Board of County Commissioners

Greg Becker Date
President, Casper Waterski Club

ATTEST:

ATTEST:

County Clerk Date

Secretary Date

County Legal Department

Alcova Reservoir Waterski Club Lease

Exhibit 2

1. A clubhouse
2. A caretaker's house
3. A storage shed
4. 90 Recreational Vehicle patios
5. A gasoline pump, underground tank, dock, and slips
6. A septic system and leach field
7. 15 electric light poles/security lights
8. Three steel gates
9. A potable domestic water distribution system
10. A club site area perimeter chain link and wooden pole fence
11. A club site area perimeter sea wall
12. Five vaulted restrooms
13. A designated storage area for miscellaneous materials
14. A domestic irrigation system
15. Three concrete dumpster pads
16. Two graveled roadway systems
17. One electric power distribution system
18. One public address system
19. 51 wooden decks
20. 72 awnings
21. 89 covered docks
22. Three barbecue pits
23. Two boat load/unload concrete ramps

The parties may add additional improvements in accordance with the terms of this Lease.

Casper Waterski Club

Alcova Lake
Natrona County, Wyoming

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

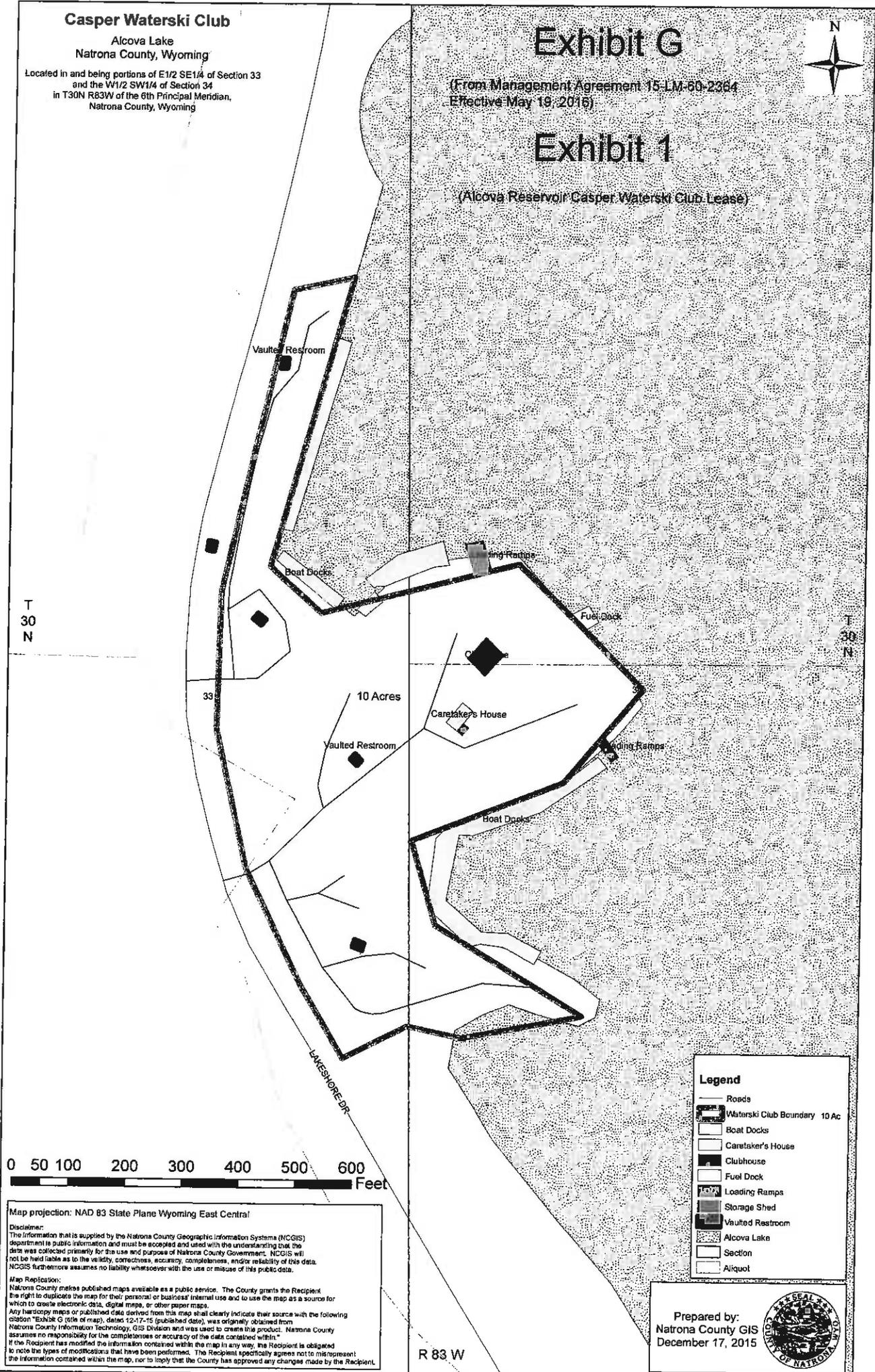
Exhibit G

(From Management Agreement 15-LM-60-2364
Effective May 19, 2016)



Exhibit 1

(Alcova Reservoir Casper Waterski Club Lease)



T
30
N

T
30
N

33

10 Acres

Caretaker's House

Vaulted Restroom

Fuel Dock

Loading Ramps

Boat Docks

LAKE SHORE DR



Map projection: NAD 83 State Plane Wyoming East Central
Disclaimer:
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Any hardcopy maps or published data derived from this map shall clearly indicate their source with the following caption "Exhibit G (title of map), dated 12-17-15 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product." Natrona County assumes no responsibility for the completeness or accuracy of the data contained within.
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Legend

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

Prepared by:
Natrona County GIS
December 17, 2015

R 83 W



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

NOVEMBER 1, 2016

Planning Commission Recommendations

- 1. Planning Commission Recommendation: **Approve/with Conditions**
PS16-1 - A request by Amoco Reuse Agreement Joint Powers Board for approval of a final plat for the Salt Creek Height Business Center Phase 4, a major subdivision consisting of 60.80 acres divided into 9 lots on a parcel in a Planned Unit Development, located in the NW/4 of the NW/4 and the NE/4 of the NW/4 of Section 5, Township 33 North, Range 70 West, of the 6th Principal Meridian, Natrona County, Wyoming. The Subdivision is accessed off of Salt Creek Parkway and Opportunity Blvd.**



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION October 11, 2016

MEMBERS PRESENT: Harold Wright, Hal Hutchinson, Bob Bailey, and Tom Davis

MEMBERS ABSENT: Jim Brown

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 September 13, 2016 meeting minutes with the corrections to item 5 in regards to the motion and vote. *Brown moves approval of ZC16-3 a Zone Map Amendment by the Board of County Commissioners Hutchinson seconds the motion for discussion. Motion failed with no Commissioners in favor, and 4 Commissioners against the approval of the zone change. Motion carried unanimously.*

ITEM 2

Chairman Wright opened the public hearing PS16-1 – A request by Amoco Reuse Agreement Joint Powers Board for approval of a final plat for the Salt Creek Height Business Center Phase 4, a major subdivision consisting of 60.80 acres divided into 9 lots on a parcel in a Planned Unit Development, located in the NW/4 of the NW/4 and the NE/4 of the NW/4 of Section 5, Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming. The Subdivision is accessed off of Salt Creek Parkway and Opportunity Blvd.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Salt Creek Heights Business Center Phase 4 Subdivision with conditions, by the Board of County Commissioners.

Conditions being:

- A revised grading plan needs to be provided;
- A review of the drainage study for any modifications

Discussion between the Planning Commission and Staff

Public hearing open

Speaking in favor – Bill Fehringer, Casper, Applicants Representative

Speaking in opposition – None

Public hearing closed

Discussion between the Planning Commission, Staff, and Applicants Representative.

Bailey moved approval of PS16-1 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:

- **The dedication language change to reflect current lot for detention pond area;**
- **The notes should reflect that Lot 2 cannot be developed;**
- **A revised grading plan needs to be provided;**
- **A review of the drainage study for any modifications.**

Davis seconds the motion. Motion carries unanimously.

Public Comment - None

Adjournment @ 6:12 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: October 12, 2016

RE: **PS16-1** Approval of Salt Creek Heights Business Center Phase 4 (SCHBC) Major Subdivision.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: **Approve**

At its October 11, 2016 meeting, the Planning and Zoning Commission, with 1 Commissioner absent, acted unanimously to recommend approval of the requested subdivision with conditions:

- Dedication language needs to reflect current lot for detention pond;
- Notes should reflect that Lot 2 cannot be developed;
- A revised grading plan needs to be provided;
- A review of the drainage study for any modifications.

(Motion passed unanimously to approve)

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.

Major Subdivision Application

Amoco Reuse Agreement

Applicant: Joint Powers Board Owner: Same

Address: 2435 King BLVD., STE. 300 Address: _____
Casper, WY 82604

Phone: 307-472-5591 Phone: _____

Explain why you are requesting this major/subdivision and detail the proposed use:

Would like to subdivide the property to develop as a light industrial commercial area.

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 township and range).

NE1/4NW1/4 & NW1/4NW1/4 Section 5 T.33N., R.79W

Parcel#: 33790510000100

Current zoning of property: PUD

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water: City of Casper

This property was purchased from: Amoco Oil Company

The date this property was purchased: 4/29/11

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: [Signature] 12/28/15
(Signature) Date

Owner: [Signature] 12/28/15
(Signature) Date



January 12, 2016

Natrona County Development Dept.
Trish Chavez
200 N. Center St.
Casper, WY 82601

Re: Salt Creek Heights Business Center – Phase 4

SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 4 – SUMMARY STATEMENT:

Salt Creek Heights Business Center Phase 4 subdivision should not be used for any purpose other than industrial, mixed commercial and recreation. The water supply and sanitary sewer collection system are owned and maintained by the City of Casper. The proposed subdivision does not lie within any established flood plain. The storm water treatment and management is through a series of drainage ditches and detention ponds that were reviewed and accepted as part of previous plats in the area. The proposed subdivision will be accessed from Opportunity Boulevard, Salt Creek Parkway, Legacy Drive and English Avenue.

SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 4 – STATEMENT OF CONSIDERATION:

The character and image of the Salt Creek Heights Business Center Phase 4 (SCHBC) area shall be conducive to a light industrial area similar to others in the Casper area. The overall concept for the SCHBC is based on the desire to create an environment that is sustainable, attractive, comfortable, and complimentary to the surrounding areas adjacent to and within the development. The SCHBC's natural surroundings and views to the Casper Mountain backdrop, as well as distinctive on-site features are amenities that will be utilized by all of the properties. Utilizing view opportunities of these features from roadways, open space corridors and building entries is encouraged by all owners and designers. Owners and designers shall emphasize these key natural features by designing and arranging their sites to protect natural features on the site and within the vicinity of the site.



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

April 19, 2016

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

RE: **Non-Adverse Recommendation, Salt Creek Heights Business Center Phase IV, Natrona County WDEQ Application #16-073**

Dear Commissioners

The Wyoming Department of Environmental Quality has completed the review of the proposed Salt Creek Heights Business Center Phase IV, located in a portion of the NW ¼ NW ¼ & NE ¼ NW ¼ of Section 5, Township 33 North, Range 79 West, Natrona County, WY, adjacent to the City of Casper. The subdivision will be comprised of 11 lots, with Planned Unit Development proposed for the area. Land uses include office, hospitality and service center services, small scale light industrial, light impact medium industrial, and large industrial. The information was submitted by CEPI, signed by Robert Bennett, P.E., a Wyoming Licensed Professional Engineer. This letter represents the recommendations of the Wyoming Department of Environmental Quality as required by W.S. §18-5-306 (c).

Findings as to the safety and adequacy of the proposed sewage system:

The proposed sewage system is to connect to the City of Casper sanitary sewer system. The improvements for this Phase IV will be reviewed and permitted through the City of Casper. The information submitted addresses the safety and adequacy of the proposed sewage system

Findings as to the safety and adequacy of the proposed water system:

The proposed water system is to connect on to the City of Casper water system. The City of Casper has the responsibility of permitting the proposed improvements for this Phase IV area. The information submitted addresses the safety and adequacy of the proposed water system.

State Engineer's Office (SEO) Comments:

The State Engineer's Office (SEO) has provided comments pertaining to this proposed subdivision. The SEO stated that they were generally SUPPORTIVE of the development. We have attached the comments from the SEO with this correspondence.



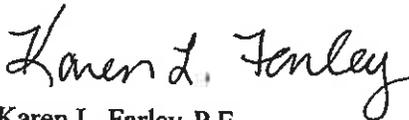
Conclusions:

The Wyoming Department of Environmental Quality has "No Adverse" recommendations applicable to the Salt Creek Heights Business Park Phase IV subdivision.

Disclaimer:

Nothing in Wyoming Department of Environmental Quality recommendations or comments regarding the CEPI proposal for the Salt Creek Heights Business Park Phase IV Subdivision shall be construed to relieve Refined Properties, LLC, of the obligation to obtain any permits or additional approval from any local, state, or federal agencies as required by law, rules, regulations, or ordinances. Nothing in these recommendations commits the Wyoming Department of Environmental Quality, City of Casper, or Natrona County to the issuance of required permits for construction, operation, or modification of the existing sanitary sewer and water supply.

Sincerely,



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

Enc. SEO Comments

cc: Amoco Reuse Agreement Joint Powers Board, Benjamin Schrader,
2435 King Blvd., Suite 249, Casper, WY 82604
Refined Properties, LLC, Cory Rosencranse, P.O. Box 2390, Casper, WY 82602
Lisa L. Davis, Natrona County Planning Office, 200 North Center, Rm 202, Casper, WY 82601
Ruth Heald, NCHD, 475 S. Spruce Street, Casper, WY 82601
Rob Bennett, PE, CEPI, 6080 Enterprise Drive, Casper, WY 82609
Dave Hill, City of Casper, 200 North David, Casper, WY 82601
WDEQ Subdivision file
IPS (Cheyenne)



State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451
seoleg@seo.wyo.gov

MATTHEW H. MEAD
GOVERNOR

PATRICK TYRRELL
STATE ENGINEER

March 17, 2016

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

RE: Salt Creek Heights Business Center – Phase IV Subdivision (WDEQ 16-073), Natrona County

Dear Mr. Chairman:

The State Engineer's Office – Ground Water Division has received application material related to the Salt Creek Heights Business Center – Phase IV Subdivision from the Wyoming Department of Environmental Quality, requesting information and advice to the Water Quality Division. Our office has reviewed the referenced submittal in compliance with W.S. 18-5-306(c)(i) and we offer the following:

The proposed subdivision is to be located in parts of the NW¼ of Section 5, T33N, R79W, Natrona County, Wyoming. Water supply is proposed to be provided through the City of Casper Water System. Based upon the review of both the subdivision application and a preliminary search of the agency's water rights database, I offer the following:

1. If any new wells are proposed, they must be constructed in accordance with the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of any water well.
2. The procurement of the necessary and appropriate State Engineer water right permit allows the applicant to attempt to develop a water supply adequate to meet the proposed needs, and is no guarantee that any water will be physically available.
3. Any well not to be used must be properly plugged and abandoned as outlined in the above referenced rules and regulations.
4. Any wells developed for uses that do NOT fall within the definition of domestic or stock use require adjudication by the Wyoming Board of Control.
5. This area appears to be within the municipal water service area of the City of Casper.
6. Lastly, the cursory search of the State Engineer's records indicated that there are no subject existing water rights of record that are appurtenant to the subdivision lands. If this is the case, further action on the part of the subdivider or his agent in addressing Wyoming Statute 18-5-306 (a) (xi) would not be required.

Surface Water
(307) 777-6475

Ground Water
(307) 777-6163

Board of Control
(307) 777-6178

In summary, the State Engineer's Office is generally supportive of approving the development of the proposed action at this time.

In all correspondence regarding this application, please reference "State Engineer Subdivision Review Number 2016-05-1".

If you have any questions, please feel free to contact me at (307) 777-6166, or if you prefer email, at markus.malessa@wyo.gov. Thank you for the opportunity to comment on the subdivision application.

Sincerely,



Markus Malessa
Natural Resources Analyst

Cc: Karen Farley, P.E., Northeast District Engineer, DEQ, 152 N. Durbin St., Suite 100, Casper, WY 82601
Jason Gutierrez, P.E., Natrona County Planning Office, 200 N. Center Rm 202, Casper, WY 82601
Robert Bennett, P.E., CEPI, 6080 Enterprise Drive, Casper, WY 82609
Lisa Lindemann, Administrator, Ground Water Division
Rick Deuell, Administrator, Surface Water Division
Cheryl Verplancke, Administrator, Board of Control Division
Brian Pugsley, Superintendent, Water Division I
Forrest Keizer, Hydrographer/Commissioner, Water Division I, District 11

From: [Bruce Martin](#)
To: [Trish Chavis](#)
Subject: RE: SCHBC Phase 4
Date: Thursday, September 29, 2016 11:44:06 AM
Attachments: [Amoco Reuse Agreement JPBBP Products North America - Amendment \(Salt Creek .pdf\)](#)

Hi Trish,

Please find attached water and sewer service agreement.

Let me know of any questions.

Thanks,

Bruce

From: Trish Chavis [mailto:tchavis@natronacounty-wy.gov]
Sent: Thursday, September 29, 2016 9:44 AM
To: Bruce Martin
Subject: FW: SCHBC Phase 4

Bruce-

I have attached the plat for SCHBC Phase 4 and the old comments that were received by the City of Casper. Number 6 of the City comments states that there is an existing SCHBC outside-city water and sewer agreement. Can you email a copy of that to me?

This subdivision will be on the Planning Commission agenda October 11th and the BOCC November 1st. I would like to have a copy in their packets.

If you have any questions 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: Trish Chavis

Sent: Tuesday, September 27, 2016 2:31 PM
To: Craig Collins (ccollins@casperwy.gov)
Subject: SCHBC Phase 4

Craig-

I have attached SCHBC Phase 4, new layout removed English Ave extension, and the comments from the old review. This is scheduled for the October 11 P & Z and November 1 BOCC.

Do we have all your comments addressed?

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.

All City of Casper 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.

AMENDMENT NO. 1

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AMENDMENT NO. 1 is made, dated, and signed this 3rd day of NOVEMBER, 2009, by and between the City of Casper, Wyoming, hereinafter referred to as "City", the Amoco Reuse Agreement Joint Powers Board, hereinafter jointly referred to as "ARAJPB" and BP Products North America Inc., hereinafter referred to as "BP Products".

WITNESSETH:

WHEREAS, a contract for Outside-City Water and Sewer Service was consummated between the parties on March 6, 2007 for Salt Creek Heights Business Center; and,

WHEREAS, the original construction included a combined sewer force main located in the English Avenue extension south of County Road No. 302, which is now deemed to be unsuitable by the ARAJPB; and,

WHEREAS, the ARAJPB desires to extend an 8-inch gravity sewer main along the English Avenue extension south of County Road No. 302, to take the place of the existing combined force main; and,

WHEREAS, new water and sewer mains need to be installed in the English Avenue extension between County Road No. 302 and Legacy Drive; and,

WHEREAS, new water and sewer mains may be installed by the ARAJPB or their lessees in other parts of the Salt Creek Heights Business Center; and,

WHEREAS, the City desires to take over ownership, operation, and maintenance of all water and sewer mains in dedicated rights-of ways and easements within the Salt Creek Heights Business Center.

NOW, THEREFORE, it is hereby agreed among the parties that the March 6, 2007 "Contract For Outside-City Water And Sewer Service" shall be amended as follows:

1. The existing 2-inch common force main along English Avenue extension within Salt Creek Heights Business Center shall be abandoned.
2. The ARAJPB at its sole cost and expense shall construct an 8-inch gravity sewer from the intersection of Circle Drive and English Avenue northwest along the English Avenue extension south of County Road No. 302 to service properties along the English Avenue extension.

3. The ARAJPB at its sole cost and expense shall construct new water and sewer mains in the English Drive extension between County Road No. 302 and Legacy Drive. The sewer main shall connect into an existing 12-inch sewer main in County Road No. 302.
4. The ARAJPB and/or their lessees may construct other new water and sewer mains within the Salt Creek Heights Business Center.
5. The City shall take over ownership, operation, and maintenance of all water and sewer mains within Salt Creek Heights Business Center within dedicated Rights-of Ways and easements to the City or public.
6. The City shall have the right to inspect all water and sewer system construction. Before connection of the water and sewer services to any building, all work must be accepted and approved by the City.
7. Construction and Repair Obligations and Requirements:
 - a. The water and sewer improvements described herein shall be constructed pursuant to and meet all of the requirements of Chapter 16.28 of the Casper Municipal Code. The plans and specifications for these improvements shall be approved by the City, in writing prior to the construction and installation thereof. All of said improvements shall be designed by a Wyoming registered Professional Engineer, who shall inspect and certify to the City, in writing, that the improvements have been constructed in accordance with the approved plans and specifications.
 - b. ARAJPB and/or their lessees shall, at their sole cost and expense, maintain, repair, and replace, if necessary, the water and sewer system improvements for the eighteen (18) month warranty period from the date the City issues a Letter of Completion as provided in and by Chapter 16.28 of the Casper Municipal Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Until the City issues a Letter of Acceptance as provided in Chapter 16.28, the ARAJPB and/or their lessees shall be solely responsible for the operation and maintenance of these public improvements. In the event the ARAJPB and/or their lessees fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and ARAJPB and/or their lessees agree to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City of these improvements does not relieve the ARAJPB and/or their lessees from ARAJPB's and/or their lessee's obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City on behalf of the ARAJPB and/or their lessees.

After the issuance of a Letter of Acceptance by the City as set forth in Chapter 16.28, the City will assume the responsibility for the ownership, operation and maintenance of the water and sewer improvements within the Salt Creek Heights Business Center. The City will also assume the responsibility for the ownership,

operation, and maintenance of the 8-inch sewer main along the English Drive extension inside the Wyoming Industrial Park Addition.

- c. The ARAJPB and/or their lessees shall protect valve boxes, water curb stops, manhole covers and rings from damage in the course of constructing the water and sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The ARAJPB and/or their lessees shall adjust such valve boxes, curb stops, manhole rings and covers to finished grade. The ARAJPB and/or their lessees agree to protect and save the City harmless from any loss or claim suffered by other water and sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the water and sewer line or any part thereof occasioned by present or future construction work on said sewer line or any real property served thereby, and said obligation shall continue until the water and sewer lines and its related systems as contemplated by this Agreement are accepted by the City for operation and maintenance as set forth herein. Provided, however, acceptance of part of the system by the City shall not relieve the ARAJPB and/or their lessees of the obligations imposed herein in the event of damage by reason of future water and sewer construction by the ARAJPB and/or their lessees.
 - d. In addition to and separate from the surety required for erosion control as required by the Casper Municipal Code, the ARAJPB and/or their lessees shall provide financial surety for the construction of the water and sewer improvements to be operated and maintained by the City and for the warranty period in accordance with the requirements of Chapter 16.28.070 of the Casper Municipal Code.
8. The City of Casper shall accept for ownership, operation and maintenance, all water and sewer mains and appurtenances when all work is completed, "Record Drawings" are received from the ARAJPB's and/or their lessees' engineer and a Letter of Acceptance is issued by the City pursuant to Chapter 16.28 of the Casper Municipal Code. All water service lines beyond the curb stop, all fire sprinkler lines beyond the main shut-off valve and all sewer service lines shall remain the responsibility of the ARAJPB or its lessees to own, operate, and maintain.
9. All other provisions of the March 6, 2007 "Contract For Outside-City Water and Sewer Service" shall remain in full force and effect.
10. The City and ARAJPB do not waive any immunity or limitation of liability afforded them by the Wyoming Governmental Claims Act and all such immunity and limitations of liabilities are retained.
11. This Amendment No. 1 and the original March 6, 2007 "Contract For Outside-City Water and Sewer Service", and all terms, and covenants contained herein shall be binding upon BP Products, the ARAJPB, their lessees, and their successors in interest, and assigns.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

[Handwritten signature]

ATTEST:

[Handwritten signature: Mark Pepper]
~~Kent Hambrick~~ Secretary
Mark Pepper

AMOCO REUSE AGREEMENT JOINT POWERS BOARD

[Handwritten signature: Michael G. Huston]
~~Jeff Henkin~~ Chairman
Michael G. Huston

ATTEST:

Title: _____

BP PRODUCTS NORTH AMERICA

[Handwritten signature: Charles Stillwell]

Title: *Project Manager*

ATTEST:

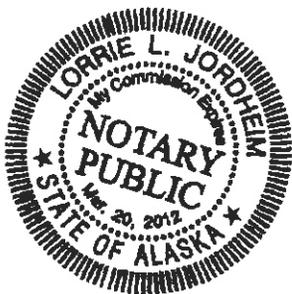
[Handwritten signature: V. H. McDonald]

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

[Handwritten signature: Kenyne Schlager]

Kenyne Schlager
Mayor

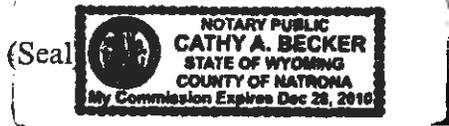


ACKNOWLEDGMENT

State of Alaska
County of 3rd Judicial District
On this 17 day of Sept, 2009 Charles Stillwell
personally appeared before me,
 who is personally known to me,
____ whose identity I verified on the basis of _____
 whose identity I verified on the oath/affirmation of _____
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that
he/she signed it. *[Handwritten signature: Lori Jordheim]*
My Commission Expires: 3-20-12 Notary Signature

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of October, 2009, by ~~Jeff Hookin~~ Michael G. Huston, as Chairman of Amoco Reuse Agreement Joint Powers Board, Casper, Wyoming.

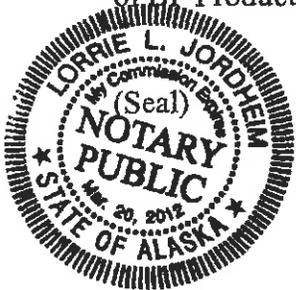


Cathy A. Becker
NOTARY PUBLIC

My commission expires: 12/28/2010

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 17th day of September, 2009, by CHUCK STILWELL, as PROJECT MANAGER of BP Products North America.



Lorrie L. Jordheim
NOTARY PUBLIC

My commission expires: 3-20-12

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 3rd day of NOVEMBER, 2009, by Kenyne Schlager, as Mayor of City of Casper, Wyoming.

(Seal)

Diane M. Cochran
NOTARY PUBLIC

My commission expires: _____

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 6th day of March, 2007, by and between the City of Casper, Wyoming, hereinafter referred to as "City", the Amoco Reuse Agreement Joint Powers Board, hereinafter referred to as "ARAJPB", and BP Products North America, Inc., Casper, Wyoming, hereinafter referred to as "BP Products."

WITNESSETH:

WHEREAS, a Reuse Agreement was entered into on September 15, 1998 by and between Amoco Oil Company (precursor to BP Products), Natrona County, and the City of Casper; and,

WHEREAS, on October 20, 1998, the Amoco Reuse Agreement Joint Powers Board was established to implement the provisions of the Reuse Agreement between the City of Casper, Natrona County, and Amoco Oil Company (predecessor to BP Products); and,

WHEREAS, pursuant to the September 15, 1998 Reuse Agreement BP Products has constructed and delivered on a turnkey basis various improvements including utilities within the North Tank Farm Industrial Park (now known as Salt Creek Heights Business Center); and,

WHEREAS, the ARAJPB and BP Products entered into a Lease Agreement on March 10, 2004 for the Salt Creek Heights Business Center property which authorizes the ARAJPB to maintain and operate the improvements and infrastructure of the improvements constructed and delivered by BP Products on the Salt Creek Heights Business Center pursuant to the September 15, 1998 Reuse Agreement; and,

WHEREAS, the ARAJPB, pursuant to the March 10, 2004 Lease Agreement with BP Products, has the authority to enter into any and all leases of said property; and,

WHEREAS, BP Products is the owner of certain land as described in Exhibit "A", now known as Salt Creek Heights Business Center, which is not within the corporate limits of the City of Casper; and,

WHEREAS, the ARAJPB and BP Products desire to obtain water and sewer service from the City for such property; and,

WHEREAS, the ARAJPB, BP Products, and the City have agreed to such service hereinafter stated.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The property served shall be limited to that described in Exhibit "A", now known as Salt Creek Heights Business Center. No other property shall be served without the express written permission of the City Council of the City of Casper.
2. The water service to be provided shall be only to the extent provided for hereinafter and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. §§1-39-101 to -121 (LexisNexis 2004).
3. BP Products has extended water mains, water service lines, fire hydrants, sewer mains, sewer service lines, and other appurtenances as needed to serve their lands as shown generally in Exhibit "A" at the expense of BP Products. All work meets the current standards of the City and was constructed in accordance with the plans approved by the City.

BP Products, at its sole cost, installed a two-way magnetic water flow metering vault near Salt Creek Highway between an existing eight-inch Central Wyoming Regional Water System transmission line and the Salt Creek Heights Business Center water distribution system. This water metering vault meets all standards required by the Central Wyoming Regional Water System Joint Powers Board.

BP Products installed, at its sole cost, a wastewater flow metering station to measure flows coming from Salt Creek Heights Business Center entering the Bar Nunn-Wardwell Interceptor Sewer. The wastewater flow metering station meets all requirements of the City of Casper.

4. The City has inspected all Water Distribution system and Wastewater Collection system construction. Before connection of the water and sewer service to any building, all work must be accepted and approved by the City.
5. All future meter pits and water meters, as required by City staff, shall be obtained and installed at the expense of the ARAJPB, or its lessees according to the rules and regulations of the City. All meter pits shall remain the responsibility of the ARAJPB or its lessees, to own, operate, and maintain.
6. The ARAJPB or its lessees will pay to the City the then current outside-City system investment charges for each connection to be served with water and sewer. The ARAJPB or their lessees shall also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water and sewer service provided by the City.

7. The ARAJPB and its lessees agree to abide by the rules and regulations of the City regarding use of its water and sewer service facilities, all relevant ordinances of the City related to water and sewer service; and all other state and federal laws, rules and regulations, including but not limited to all provisions of the Federal Pretreatment Regulations (40 CFR, Part 403) and all City ordinances related to industrial pretreatment.
8. BP Products shall own the water and sewer infrastructure within the property as shown on Exhibit "A" known as Salt Creek Heights Business Center.
9. The City hereby agrees to assume maintenance and operation responsibilities of the water and sewer infrastructure within the property on behalf of the ARAJPB. All water service lines beyond the curb stop, all fire sprinkler lines beyond the main shut-off valve and all sewer service lines shall remain the responsibility of the ARAJPB or its lessees to own, operate, and maintain.

The City agrees to assume maintenance and operation responsibilities for the combined sewer force main located in the English Avenue extension. The individual lot pumped sewer service lines located along the English Avenue extension shall remain the responsibility of the ARAJPB or its lessees to own, operate, and maintain from the buildings served thereby to the combined sewer force main. The ARAJPB and its lessees shall use grinder pumps, or similar equipment for all individual lot sewage pumps along the English Avenue extension.

10. Maintenance costs of the water and sewer infrastructure incurred by the City over \$2000 per event shall be paid by the ARAJPB unless negotiations between the City and the ARAJPB defer this payment.
11. The charge for water and sewer service provided to the ARAJPB or its lessees shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water and sewer service.
12. The ARAJPB or its lessees agree that they shall make the necessary provisions so that each building to be serviced shall have a pressure reducing valve limiting pressure to a maximum of 60 psi and that it shall encourage all tenants to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 ½ gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks, and water saving shower heads to limit flow to a maximum 3.0 gpm.
13. The ARAJPB shall be allocated 45 water and sewer equivalent connections and meters to the property as shown on Exhibit "A" known as Salt Creek Heights Business Center.

14. BP Products hereby agrees to annex their property to the City upon request of the City Council, or upon their petition for the annexation thereof. BP Products shall execute a commitment to annex their property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this Agreement, shall provide that said commitment shall be binding upon BP Products, their heirs, successors, and assigns forever, shall be included in every sale, conveyance or mortgage involving the above-described property, and shall further run with and bind the real property described and set forth in Exhibit "A".
15. Nothing herein contained in this Contract shall relieve BP Products of its obligations and duties under the September 15, 1998 Reuse Agreement between the City of Casper, Natrona County, and Amoco Oil Company (predecessor to BP Products).
16. This Contract shall be binding upon BP Products, the ARAJPB, and their successors in interest, and assigns.
17. The City and ARAJPB do not waive any immunity or limitation of liability afforded them by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.
18. This Contract and all terms and covenants contained herein shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, now known as Salt Creek Heights Business Center, and shall be recorded in the Natrona County real estate records against said property.
19. This Contract shall terminate, and be of no further force of effect between the parties hereto upon the termination of the lease agreement, dated March 10, 2004 by and between the ARAJPB and BP Products for the lease of the Salt Creek Heights Business Center, unless this Contract is otherwise ratified, extended, or amended by written agreement between the then responsible parties.

EXECUTED the day and year first above written.

AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

By: Mark Pepper
Mark Pepper, Chairman

ATTEST:

Neal Jacquot
Neal Jacquot, Secretary

A Parcel located in and being portions of the SE1/4SE1/4, Section 31 and SW1/4SW1/4, Section 32, Township 34 North, Range 79 West and all of Lots 3 and 4 and all of the N1/2SW1/4NW1/4 and S1/2SW1/4NE1/4 and portions of the SE1/4NW1/4, NW1/4SE1/4, and NE1/4SW1/4, Section 5 and all of Lot 1 and all of the N1/2SE1/4NE1/4, Section 6, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said Lot 3, Section 5, Township 33 North, Range 79 West; thence along the easterly line of said Parcel and Lot 3, Section 5, S.0°39'13"W., 1314.75 feet to a point and northeasterly corner of said SE1/4NW1/4, Section 5; thence continuing along the easterly line of said Parcel and the easterly line of said SE1/4NW1/4, Section 5, S.0°39'13"W., 660.04 feet to a point and northwesterly corner of the S1/2SW1/4NE1/4 of said Section 5; thence along the northerly line of said S1/2SW1/4NE1/4, Section 5, S.89°37'03"E., 1308.27 feet to the northeasterly corner of said S1/2SW1/4NE1/4, Section 5; thence along the easterly line of said S1/2SW1/4NE1/4, Section 5, S.0°20'19"W., 660.14 feet to the southeasterly corner of said S1/2SW1/4NE1/4, Section 5; thence continuing along the easterly line of said Parcel and NW1/4SE1/4, Section 5, S.0°37'49"W., 299.62 feet to a point; thence S.0°45'39"W., 100.32 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and across said NW1/4SE1/4 and into said NE1/4SW1/4, Section 5, N.89°37'03"W., 1848.16 feet to a point; thence into said SE1/4NW1/4, Section 5, N.0°20'19"E., 1056.55 feet to a point in and intersection with the southerly line of the N1/2SE1/4NW1/4, Section 5; thence continuing along the southerly line of said Parcel and the southerly line of the N1/2SE1/4NW1/4, Section 5, N.89°59'24"W., 787.82 feet to the southeasterly corner of the N1/2SW1/4NW1/4, Section 5; thence continuing along the southerly line of said Parcel and N1/2SW1/4NW1/4, Section 5, N.89°59'47"W., 1329.87 feet to the southeasterly corner of the N1/2SE1/4NE1/4, Section 6; thence continuing along the southerly line of said Parcel and N1/2SE1/4NE1/4, Section 6, S.88°45'12"W., 1314.41 feet to the southwesterly corner of said Parcel and N1/2SE1/4NE1/4, Section 6; thence along the westerly line of said Parcel and N1/2SE1/4NE1/4, Section 6, N.0°17'42"E., 646.67 feet to a point and southwesterly corner of said Lot 1, Section 6; thence continuing along the westerly line of said Parcel and Lot 1, Section 6, N.0°16'43"E., 1285.90 feet to the northwesterly corner of said Parcel and Lot 1, Section 6; thence along the northerly line of said Parcel and Lot 1, Section 6, N.89°17'28"E., 199.96 feet to a point; thence continuing along the northerly line of said Parcel and the southerly line of Wyoming State Highway No. 20 and 26 and into said SE1/4SE1/4, Section 31, Township 34 North, Range 79 West, N.62°25'42"E., 857.03 feet to a point; thence N.80°04'43"E., 366.32 feet to a point in and intersection with the westerly line of said SW1/4SW1/4, Section 32; thence continuing along the northerly line of said Parcel and across said SW1/4SW1/4, Section 32, N.80°03'48"E., 1351.48 feet to a point; thence along the easterly line of said Parcel, S.0°05'52"E., 50.24 feet to a point; thence S.0°12'26"E., 602.07 feet to the southeasterly corner of said SW1/4SW1/4, Section 32; thence along the northerly line of said Parcel and Lot 3, Section 5, N.88°49'49"E., 1333.21 feet to the Point of Beginning and containing 245.917 acres, more or less.

A Parcel located in and being portions of the SE1/4SE1/4, Section 31 and SW1/4SW1/4, Section 32, Township 34 North, Range 79 West and all of Lots 3 and 4 and all of the N1/2SW1/4NW1/4 and S1/2SW1/4NE1/4 and portions of the SE1/4NW1/4, NW1/4SE1/4, and NE1/4SW1/4, Section 5 and all of Lot 1 and all of the N1/2SE1/4NE1/4, Section 6, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

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REQUEST FOR APPROVAL OF
SALT CREEK HEIGHTS BUSINESS CENTER PHASE 4 MAJOR SUBDIVISION

PS16-1

STAFF REPORT: Trish Chavis
October 4, 2016

For

October 11, 2016
Planning and Zoning Commission Meeting
&
November 1, 2016
Board of County Commissioner Meeting

APPLICANT: Amoco Reuse Agreement Joint Powers Board. (Owner/Developer)

REQUEST: Approval of Salt Creek Heights Business Center Phase 4 (SCHBC) Major
Subdivision.

BACKGROUND

Salt Creek Heights Business Center Phase 1 was approved and recorded in 2012, with Phase 2 and 3 being approved and recorded in 2015.

During the review and approval of the previous subdivisions, Opportunity Boulevard, Legacy Drive, and Salt Creek Parkway were dedicated to the county as public roads. Since the approval of the SCHBC Phases, Salt Creek Parkway, English Avenue, and all roads within Phase 1 have been transferred to the City of Casper for operation and maintenance.

No new roads are proposed for this subdivision.

LOCATION AND ZONING

The proposed SCHBC Phase 4, comprising 60.80 acres, is located in portions Sections 5, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming.

This tract of land is zoned Planned Unit Development (PUD). The property to the East is zoned Light Industrial (LI) and PUD to the north, south and west.

DEFINITION AND APPLICATION

1. Intent and purpose. The intent and purpose of the PUD District is to establish a flexible procedure for lots of land which are to be planned and developed as a whole; using a unified design, encouraging creative methods and a mixture of uses or design patterns not permitted in any other established zoning district. It is further the intent of this district to encourage the proper planning and design of these areas by providing for submission of concept plans and specific development plans by prospective developers. Zoning Resolution of Natrona County, Wyoming, Chapter VI, Section 14 at page 51.

The proposed SCHBS Phase 4, with Planned Unit Development (PUD) zoning, has been designed to be compatible with land uses of neighboring zoning districts and amenable to future annexation by the City of Casper.

2. Major Subdivision. A Major Subdivision is a division of one parcel into two or more parcels. Subdivision Regulations of Natrona County, Wyoming, Chapter 2, Section 1d at page 9.

The proposed SCHBC Phase 4 will consist of nine (9) lots.

GENERAL STANDARDS FOR MAJOR SUBDIVISIONS

1. Criteria for Approval

- a) The subdivision is consistent with the Natrona County Development Plan and the Natrona County Zoning Resolution.

Proposed finding of fact. The SCHBC Phased Subdivisions are located in Neighborhood 43 - Salt Creek Heights. The Development Plan projects industrial and commercial usage. The Development Plan recommends future annexation to the City of Casper.

The Amoco Reuse Plan has the future land use assumptions restricted to industrial and commercial uses. Preliminary planning indicated interest in an industrial park on the north end of the property and mixed industrial, commercial, and recreational land use on the southern boundary.

- b) The subdivision is in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7).

The proposed subdivision meets the criteria and has been sent to the municipalities within one mile for their recommendations. The Town of Mills has approved the proposed subdivision. The applicant has also addressed the comments that were submitted from the City of Casper. To address drainage concerns, the southern portion of lot 5 has been designated as a detention pond and drainage area (5.50 acres).

- c) The applicant has provided evidence that a sufficient water supply system will be acquired in terms of quantity, quality, and dependability for the type of subdivision proposed.

Proposed finding of fact. The proposed subdivision will have public water provided by the City of Casper. Water service to Phase 4 is already covered by the existing outside-city water service agreement.

- d) The applicant has provided evidence that a public sewage disposal system will be established and, if other methods are proposed, evidence that the system complies with state and local laws and regulations.

Proposed finding of fact. The subdivision has been approved for sewer through the City of Casper. Sewer service to Phase 4 is already covered by the existing outside-city sewer service agreement.

- e) The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of the areas are compatible with such areas.

Proposed finding of fact. Amoco and the Wyoming Department of Environmental Quality have been working closely to reclaim the former tank farm.

- f) Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, are available to serve the proposed subdivision.

This subdivision will be within the Natrona County Sheriff's jurisdiction and the City of Casper once annexed. The proposed subdivision has adequate utility easements and utilities will be provided. This will be an area of light industrial/commercial uses, no recreation or schools are proposed. The Natrona County Fire Marshal has no concerns with this subdivision.

- g) The subdivision appears to be compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, and general welfare of the inhabitants of the area and the County.

The proposed subdivision will not be detrimental to the surrounding area as the uses will be industrial and commercial in nature. The proposed subdivision is bordered by Light Industrial and PUD districts.

- h) Documentation satisfactory to the Board of County Commissioners that the Improvement and Service District requirements have been met.

Accesses to the subdivision are maintained by City of Casper and/or Natrona County. An Improvement and Service District will not be required for this subdivision.

- i) Documentation that the subdivider has adequate financial resources to develop and complete water and/or sewage systems or any facility proposed or represented to be the responsibility of the subdivider, but not limited to the above mentioned.

As stated above, all systems are in place, no financial guarantee is required.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Salt Creek Heights Business Center Phase 4 Major Subdivision by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

PUBLIC COMMENT

The property owners within one (1) mile were notified resulting in 364 neighbors being notified.

As of the date of this staff report no comments have been received.



East



South



West



Tuesday, October 25, 2016

Attn: Jason Gutierrez
Natrona County Planning and Building Department
200 North Center
Casper, Wyoming 82601

Re: Salt Creek Heights Business Center – Master Drainage Study and Report

Dear Mr. Gutierrez:

Civil Engineering Professionals, Inc. (CEPI) has made a cursory review of the drainage situation and report in the Salt Creek Heights Business Center (SCHBC) area. The "Salt Creek Heights Business Center Master Drainage Study and Report – Existing Conditions and Proposed Solutions Casper, Wyoming" report was prepared by JR Engineering for the Amoco Reuse Agreement Joint Powers Board and Dated July 1, 2008. This report addressed the entire development. It looked at the historical drainage and analyzed it and then looked at the proposed development and analyzed the proposed runoff. The report also addresses erosion control measures and the administration of the area in regards to drainage.

The report is thorough and concise to this area. I have also attached an "as-built" survey of the lot north of the current construction site of the Old Dominion Project. The lot was used to spoil the excess material from the construction of the Old Dominion Lot. The placement of this material and the removal of this material does not adversely change or modify the existing drainage nor alter the existing drainage report. The entire area is functioning as it was intended.

Please let me know if you need any additional information. Thank you.

Sincerely,
CIVIL ENGINEERING PROFESSIONALS, INC.

A handwritten signature in blue ink, appearing to read "Robert Bennett".

Robert Bennett, P.E.
Project Engineer

received
10/28/16 2

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

