



# **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 15, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, Large Courtroom

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

**CONSENT AGENDA**

Tuesday, November 15, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, Large Courtroom

**I. APPROVAL OF NOVEMBER 1, 2016 MEETING MINUTES**

**II. APPROVAL OF BILLS – \$1,782,575.31**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

A. Office of Homeland Security Hazard Mitigation Grant Program Award: (Subrecipient: Natrona County Weed & Pest; Award Amount: \$23,798.00; Cost Share: \$7,933.00; Award Period: September 9, 2015 through June 30, 2017; CFDA#: 97.039; FEMA Project No: FM-5115, 4-R; Project ID: 16FEMA-NAT-HM-5115H2

B. Office of Homeland Security Hazard Mitigation Grant Program Award: (Subrecipient: Natrona County; Award Amount: \$35,998.00; Cost Share: \$12,000.00; Award Period: August 19, 2016 through December 31, 2018; CFDA#: 97.039; FEMA Project No: DR-4227, 5-P; Project ID: 16FEMA-NAT-HM-4227H2

C. MOU between the City of Casper & NC for the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) (City of Casper \$11,096.50/NC \$9666.50)

D. State of Wyoming State Loan and Investment Board (SLIB) Grant Agreement, Grant CWC-15386 NA (SO/Emergency Vehicles \$296,716.00) *asking the BOCC to approve the grant contract contingent on County Legal finalizing negotiations with SLIB regarding adding a provision that reserves governmental immunities for the County (Finalizing would mean either (1) the provision is added or (2) SLIB says no. I'm still waiting for SLIB's response to the request. Under this contingent approval, if SLIB says no, the contract would still be approved and go forward)*

**IV. LICENSE**

A Tracy Vigo - CR 701 – Coal Creek – Approach – lic. #29-16-14

**V. STATEMENT OF EARNINGS TOTALING \$8,422.20**

Planning	\$3,770.45
Lake	\$4,021.75
Parks/Mtn	\$340.00
Cooperative Extension	\$290.00

**VI. PETITION & AFFIDAVIT FOR CANCELLATION OF TAXES TOTALING \$295,493.22: 2012**

JOHNSTON DEVELOPMENT COMPANY\$36.80;2013 JOHNSTON DEVELOPMENT COMPANY\$36.80;2014 JOHNSTON DEVELOPMENT COMPANY\$36.80;2015 JOHNSTON DEVELOPMENT COMPANY\$36.80;2016 JOHNSTON DEVELOPMENT COMPANY\$36.80;2016 FT INVESTMENTS LLC\$6577.89;2016 FT INVESTMENTS LLC\$24018.79;2016 FT INVESTMENTS LLC\$186866.93;2016 FT INVESTMENTS LLC\$4207.21;2016 FT INVESTMENTS LLC\$3400.39;2016 ELLEDGE,JANIE L\$218.67;2016 WILSON,ROBERT E\$295.79;2016 FORGEY,SHAD S\$167.08;2016 PARKER,WAYNE R\$1056.16;2016 AETHON ENERGY OPERATIONS LLC\$195.18;2016 MAGNABLEND INC\$8688.42;2015 C&M ENTERPRIZES LLC\$319.12;2016 SMALL,DAVID\$21.39;2016 ROYAL CONSTRUCTION INC\$1440.53;2016 SHOE CARNIVAL\$11760.44;2016 MILLER,BOBBY D\$172.68;2016

SCIMPF,PAUL H\$161.85;2016 HANSEN,BRUCE M\$966.23;2016 SVEJKOVSKY,JEFFREY W\$363.48;2016 SHAKOPEE HOSPITALITY INC\$11142.99;2016 JIMMY SKOVBARD LIVING TRUST DTD 4-16-16\$1111.63;2016 DOORES,GEORGE D\$1444.70;2015 LEGERSKI,SCOTT\$2265.01;2016 B B BROOKS RANCH PURCHASE TRUST 6-9-05\$4334.10;2016 SVEJKOVSKY,JEFFREY W\$388.02;2016 HENDERSON,JOYCE\$336.67;2016 PATTON,LILY NEIBERGER\$842.32;2016 A LITTLE TWISTED\$32.80;2016 RIVER VALLEYBUILDERS INC\$534.14;2016 WURTZ,KARL L\$1354.41;2016 BILLY JAMES&MARY JOSEPHINE ENGLAND REVC TRUST 7-30-16\$616.78;2016 ELLISON,JAMES E\$132.72;2016 HRM RESOURCES LLC\$1532.01;2016 HRM RESOURCES LLC\$540.54;2016 HRM RESOURCES LLC\$740.27;2016 HRM RESOURCES LLC\$5690.61;2016 SISCO-KINNAN,CAROL\$207.03;2015 HRM RESOURCES LLC(\$540.54);2015 HRM RESOURCES LLC(\$740.27);2015 HRM RESOURCES LLC(\$1532.01);2015 HRM RESOURCES LLC(\$5690.61);2016 RAYMOND J&BETTY WALTERS LIV TRUST 2-4-14\$1289.84;2016 402 LLC\$18377.83

**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, Commissioner Lawson, County Attorney Heather Duncan-Malone and Commissioners' Assistant Michelle Maines.

Chairman Chadwick read the proclamation for the 2016 Holiday DUI Campaign.

**Consent Agenda:**

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

**Public Hearings:**

**A. PS16-1**

Jason Gutierrez reported this is 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.

Chairman Chadwick opened up the public hearing.

Hearing no in favor or opposition, Chairman Chadwick closed the public hearing.

Commissioner Hendry moved to approve Conditional Use Permit incorporating all findings of facts. Commissioner Keating 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 6:03p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

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

ATTEST:  
NATRONA COUNTY CLERK

Renea Vitto

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12-24 CLUB INC	48.14	FERGUSON ENT INC #109	12.18
AA SUPER KLEAN INC	771.19	FIRST CALL COMMUNICATIONS	79.00
ABC LEGAL SERVICES INC	340.00	FIRST INTERSTATE BANK	594.82
ACE HARDWARE	6.38	FRONTLINE FIRE PROTECTION LLC	434.80
AFLAC	6,893.32	GEN TUMA	1,960.00
AG DEPT	9,609.11	HEALTHSMART BENEFIT SOLUTIONS	560.00
AIRGAS USA LLC	102.59	HENSLEY BATTERY LLC	130.10
AIRGAS USA LLC	47.66	HIGH PLAINS PIZZA INC	65.74
ALL AREA PROCESS SERVICE	980.00	HOFFMAN, DONNA	43.00
ALL OUT FIRE	975.00	HOMAX OIL SALES INC	276.00
AMERIGAS PROPANE LP	68.75	HOOD'S EQUIPMENT	1,095.99
API SYSTEMS INTEGRATORS INC	92.00	ICMA RETIREMENT TRUST-457	1,230.00
ASSESSOR	43,523.26	IMPROVE GROUP	1,119.30
ATLAS OFFICE PRODUCTS	1,070.83	INBERG-MILLER ENGINEERS	7,250.00
AUDIES SMALL ENGINE	194.23	INFOR TECH	42,350.01
AXIS FORENSIC TOXICOLOGY, INC.	970.00	INTERNATIONAL CODE COUNCIL INC	38.50
B & B RUBBER STAMP SHOP LLC	29.95	JACOBSON, CONNIE	294.57
B & B RUBBER STAMP SHOP LLC	61.90	JASMANN, BOBBETTE S	438.75
BAR NUNN, TOWN OF	10,447.38	LIFETIME HEALTH & FITNESS	1,329.30
BARGREEN ELLINGSON DBA	6.80	LORI DEFRANK	196.08
BARGREEN ELLINGSON DBA	74.80	MATTHEW BENDER & CO/DALLAS	62.00
BENNETT, THOMAS L MD	10,781.35	MIDWEST HOSE & SPECIALTY INC	177.18
BLOEDORN LUMBER - CASPER	27.66	MIDWEST MEDICAL SUPPLY	799.40
CARPET ONE COMMERCIAL FLOORING	3,792.35	MOUNTAIN STATES LITHOGRAPHING	5,374.74
CASPER AREA ECONOMIC	8,570.00	MULLEN, ROBERT L	435.00
CASPER MEDICAL IMAGING PC	839.00	NAPA AUTO PARTS	10.49
CASPER STAR TRIBUNE/CASPER	99.32	NATRONA COUNTY WEED & PEST	65.80
CASPER TIRE LLC	1,297.00	NC TREASURER	962.10
CENTRAL WY FAIR AND RODEO	51,139.30	ORCHARD TRUST COMPANY	7,170.00
CENTRAL WYOMING UROLOGICAL	1,055.60	OUTPATIENT RADIOLOGY, LLC	205.00
CENTURY LINK-MONROE	5,106.22	PAETEC	14.41
CENTURYLINK BUSINESS SERVICES	950.00	PETROLEUM TESTERS LLC	400.00
CENTURYLINK/SEATTLE	4,138.88	PLANSOURCE	639.25
CHARTER COMMUNICATIONS	129.35	POWDER RIVER SHREDDERS LLC	175.00
CHARTER COMMUNICATIONS	79.99	PROCESS SERVICE OF WYOMING INC	1,755.00
CHILD SUPPORT ENFORC	51,421.47	QUALITY OFFICE SOLUTIONS INC	75.55
CITY OF CASPER	9,644.25	R&B/ADMIN	61,620.48
CLERK OF COURT/ADMIN	42,093.03	R&B/LAKE	9,221.00
CLERK OF DISTRICT COURT	2,173.60	R&B/PARKS DEPT	9,092.05
CLERK/ADMIN	64,409.65	R&B/VEHICLE SERVICE	15,394.93
COCA-COLA BOTTLING COMPANY	291.20	REED, CHARMAINE A	22.48
COLONIAL LIFE & ACCIDENT INS	197.48	REYNOLDS, WAYNE	3.15
COMM/ADMIN	12,991.63	RICOH USA INC	401.41
COMM/COUNTY ATTORNEY	21,263.42	ROCKY MOUNTAIN FIRE	1,919.46
COMM/COUNTY DEVELOPMENT	34,319.40	SHAMROCK FOODS COMPANY	16,388.56
COMM/MAINT.SALARIES	17,190.77	SHERIFF/ADMIN	287,622.03
COMMUNICATION TECHNOLOGIES	103.00	SHERIFF/COURTHOUSE SECURITY	55,911.75
CORONER	16,976.60	SHERIFF/EMERG MANAG	10,264.79
COWBOY CHEMICAL	1,797.00	SHERIFF/JDC	3,500.05
CRUM ELECTRIC SUPPLY CO	50.15	SHERIFF/NEW JAIL	426,739.27
DISTAD, ERIC A	3,000.00	SMITH, CONNIE	50.00
DRUG COURT	16,249.93	SOUND PHYSICIANS OF WYOMING	1,045.01
EAGLE UNIFORM & SUPPLY CO	166.00	SOURCE OFFICE & TECHNOLOGY	1,321.27
EMERGENCY MEDICAL PHYSICIANS	743.00	SOURCEGAS LLC	2,264.02
ENERGY LABORATORIES INC	172.00	STOTZ EQUIPMENT	381.29
		SUMMIT ELECTRIC LLC	102.74

SWANBOM, HANNAH	32.70	WILLIAMS, PORTER, DAY	740.00
TERPENING, PAM	80.00	WILLOUGHBY, PHILLIP T.	9,585.00
THE MASTER'S TOUCH LLC	6,178.06	WLC ENGINEERING	3,833.76
THOMSON REUTERS - WEST	211.25	WORTHINGTON, LENHART	880.76
TREASURER	44,904.34	WY RETIREMENT SYSTEMS	215,390.17
TUMA, GEN	443.48	WYO DEPT OF WORKFORCE SERVICE	35,317.96
TYLER TECHNOLOGIES, INC.	105.00	WYOMING ASSOC CNTY AG AGENTS	150.00
UNITED WAY OF NC	204.75	WYOMING GAL PROGRAM	14,928.96
VALIC	75.00	WYOMING OFFICE PRODUCTS	53.99
VERIZON WIRELESS	2,118.93	WYOMING ORAL &	3,120.00
VLASTOS & DRELL, P. C.	337.50	WYOMING STATE BAR	242.50
WAL-MART COMMUNITY	367.14	WYOMING WATER QUALITY &	220.00
WATTS, MELINDA M	46.16	WYOMING WOMEN IN AG	25.00
WEAR PARTS INC	40.57	WYOMING WOUND CARE CENTER	1,273.34
WELD COUNTY SHERIFF	37.70		
WESTERN DIVERS LTD	664.00		
WILLIAM V MACGILL & CO	309.60		1,782,575.31



THE STATE OF WYOMING

MATTHEW H. MEAD  
Governor

## Office of Homeland Security

Telephone (307) 777-Home (4663)  
Fax (307) 635-6017  
5500 Bishop Boulevard, Cheyenne, Wyoming 82002

October 12, 2016

Mr. Forest Chadwick, Chairman  
Natrona County Commission  
201 N David Street  
Casper, WY 82601

RE: Hazard Mitigation Grant Program Grant  
Grant ID# 16FEMA-NAT-HM-5115H2

Dear Mr. Chadwick,

I wish to congratulate you on Natrona County's successful application for Hazard Mitigation Grant Program funding! You will find enclosed the grant award agreement for the requested grant funds. The funding is awarded for Phase I of the Natrona County Cole Creek Fire Mitigation Project. This is a collaborative effort between multiple entities, with the grant application completed and submitted by your cooperating partner, **Natrona County Weed and Pest**. Phase I is to be completed by June 30, 2017.

The grant has a 25% match requirement which was agreed to during the application process, with a maximum federal portion of \$23,798 for Phase I.

Please execute the grant award agreement and return it to this office. I will then complete the signature page and return a copy of the fully executed agreement to you.

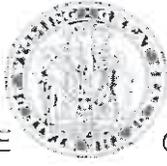
Please feel free to contact Melinda Gibson, State Hazard Mitigation Officer, if you have any questions or comments. She can be reached at 307.777.4914.

We look forward to working with you.

Sincerely,

  
Guy Cameron  
Director

Enclosure – Natrona County HMGP Grant Award Agreement



THE STATE OF WYOMING

MATTHEW H. MEAD  
Governor

# Office of Homeland Security

Telephone (307) 777-Home (4003)  
Fax (307) 635-0017  
5500 Bishop Boulevard, Cheyenne, Wyoming 82002

September 9, 2016

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program under Presidential Disaster Declaration DR-4227.

<b>Subrecipient:</b>	<b>Natrona County</b>
<b>Award Amount:</b>	<b>\$ 23,798.00</b>
<b>Cost Share:</b>	<b>\$ 7,933.00</b>
<b>Award Period:</b>	<b>September 9, 2016 through June 30, 2017</b>
<b>CFDA #:</b>	<b>97.039</b>
<b>FEMA Project No:</b>	<b>FM-5115; 4-R</b>
<b>Project ID:</b>	<b>16FEMA-NAT-HM-5115H2</b>

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Boulevard, Cheyenne, WY 82002-0001 [Homeland Security] and **Natrona County** whose mailing address is 201 North David Street, Casper, WY 82601 [Subrecipient].
2. **Contact Information:** All reports, forms, and communications regarding this Grant shall be directed to the attention 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, 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.

### Homeland Security Contacts:

Melinda Gibson, State Hazard Mitigation Officer (Primary)  
Phone: 307-777-4914, Email: [melinda.gibson@wyo.gov](mailto:melinda.gibson@wyo.gov)

Robin Benitz, Accounting, Grants Supervisor (Secondary)  
Phone: 307-777-4916, Email: [robin.benitz@wyo.gov](mailto:robin.benitz@wyo.gov)

3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed through the U.S. Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA) to the State of Wyoming following a Presidential major disaster declaration. The Hazard Mitigation grant Program (HMGP) is authorized by Section 404 of the Stafford

Act, 42 U.S.C. 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster.

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 **September 9, 2016 through June 30, 2017**. Federal share of the Grant is twenty-three thousand seven hundred ninety-eight dollars and zero cents (\$23,798.00). Subrecipient's required share is seven thousand nine hundred ninety-three dollars and zero cents (\$7,993.00). The Federal and Subrecipient matching funds amounts are to be spent concurrently. The Subrecipient's matching funds are allowable costs incurred during the performance period and are subject to the same requirements and conditions which apply to the Federal funds awarded under the grant. Matching requirements may not be met by costs borne by another Federal grant or if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. Costs counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of Subrecipient.
  
5. **Federal Grant References:** February 27, 2015 Hazard Mitigation Assistance Unified Guidance [http://www.fema.gov/media-library-data/1424983165449-38f5dfc69c0bd4ea8a161e8bb7b79553/HMA\\_Guidance\\_022715\\_508.pdf](http://www.fema.gov/media-library-data/1424983165449-38f5dfc69c0bd4ea8a161e8bb7b79553/HMA_Guidance_022715_508.pdf) ;  
Local Multi-Hazard Mitigation Planning Guidance <http://www.fema.gov/media-library/assets/documents/31598?id=7209> ;  
31 CFR 205.6; 44 CFR Part 13 <https://www.gpo.gov/fdsys/pkg/CFR-1999-title31-vol2/pdf/CFR-1999-title31-vol2-sec205-6.pdf> ;  
OMB 2 CFR Part 200 <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> ;  
October 2011 FEMA Local Plan Review Guide [http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan\\_review\\_guide\\_final\\_9\\_30\\_11.pdf](http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf).

**Subrecipient shall read and ensure necessary personnel become familiar with and adhere to the contents of the Hazard Mitigation Assistance Unified Guidance.**

6. **Purpose of Grant Award:** The purpose of this grant award is to provide funding for Phase I of the Natrona County Cole Creek Fire Mitigation Project. Phase I deliverables include outreach activities, document process/grant management, identification/mapping of the project area and identification of the Phase II work plan and budget. This grant award does not include funding for Phase II project implementation activities. Phase I deliverables shall be completed by June 30, 2017. Upon submission of Phase I deliverables, FEMA will determine whether the proposed project is technically feasible and compliant with Environmental and Historic Preservation requirements. FEMA will render a Phase II funding determination following the submission of Phase I deliverables and FEMA's review of the Phase I deliverables.
  
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed twenty-three thousand seven hundred ninety-eight dollars and zero cents (\$23,798.00). 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. Funds will not be released to Subrecipient before the date upon which the last required signature is affixed to this agreement. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of the Homeland Security Reimbursement Request and Expense Claim Forms, with associated documentation and receipts,

provided the expenditures comply with both the Program Guidance and all applicable federal and state laws.

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

- A. The Subrecipient shall:
- (1) Develop and submit Phase I deliverables as outlined in paragraph 6 above.
  - (2) Submit Homeland Security Reimbursement Request and Expense Claim Forms, with associated documentation and receipts.
  - (3) Ensure quarterly reports are submitted timely and address all items on Attachment A - Basics of Quarterly Reports, which is attached and made part of this Grant by this reference.
  - (4) Be familiar with requirements and restrictions of the Hazard Mitigation Assistance Guidance dated February 27, 2015 referenced in **5. Federal Grant References** above.
- B. Subrecipient must be familiar with the requirements and restrictions of the Program Guidelines, including:
- (1) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 2 CFR 215.
  - (2) 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 U. S. Department of Homeland Security (DHS), 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 DHS, the State of Wyoming or WOHS." Additionally, Subrecipient acknowledges that DHS 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 FEMA/DHS and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
  - (3) Subrecipient may be monitored periodically by the staff of Homeland Security or FEMA/DHS, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
  - (4) 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.
- C. By June 30, 2017, Subrecipient must encumber or spend all Phase I Grant funds, finish all performance activities and submit all payment requests. If this deadline cannot be met, a written request for an extension with an explanation shall be submitted by Subrecipient no later than March 31, 2017 to Homeland Security for review and DHS approval. Homeland Security cannot guarantee approval for any extension request.
- D. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- E. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.

- F. Subrecipient's quarterly progress and financial status reports through September 30, December 31, March 31, and June 30 must be submitted to Homeland Security by October 15, January 15, April 15, and July 15, respectively. Progress quarterly reports will cover all items listed in the Program Guidelines and in the Basics of Quarterly Reports, and shall be submitted in the format specified therein. Financial quarterly reports will consist of a completed FEMA Standard Form 425.

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 services which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA/DHS or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- A. **Administrative and National Policy Requirements:** The subrecipient must, in addition to the assurances made as part of the application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, 2 C.F.R. Parts 200, 215, 220, 225, and 230, terms and conditions of the award, and the approved application.
- B. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of State or Federal funding due to Subrecipient's failure to comply with State or Federal requirements.
- 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, Debarment and Suspension and CFR 44 Part 17 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipients use contractors or subcontractors, such Subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 200, 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. Financial and Compliance Audit Report:** Subrecipients expending an aggregate amount of seven hundred fifty thousand dollars (\$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 for Federal Awards (2 CFR Part 200.501). 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. 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.
- H. Federal Debt Status:** The recipient may not be delinquent in the repayment of any Federal debt such as delinquent payroll or other taxes, audit disallowances, and benefit overpayments per 2 CFR 200.305.
- I. Human Trafficking:** As required by 22 U.S.C. 7103(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 subawards under the award.
- J. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- K. Limitations on Lobbying Activities:** In accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Subrecipient shall submit a certification and disclosure statement to this end before commencement of Grant activities. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Homeland Security.
- L. 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, subrecipients are 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.

- M. **Monitor Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- N. **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.
- O. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, including the Civil Rights Act of 1964, 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.*), and the Age Discrimination Act of 1975. 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. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services, if requested, for Grant activities.
- P. **NEPA:** Subrecipient agrees to comply with the National Environmental Policy Act (NEPA). Grant activities requiring specific documentation of NEPA compliance (see DHS Management Directive 5100.1) must be approved by FEMA prior to obligation or expenditure of grant funds by Subrecipient.
- Q. **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. Potential supplanting will be addressed in the application review as well as in the preaward review, postaward monitoring, and the audit. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.
- R. **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.
- S. **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 Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- T. **Robert T. Stafford Disaster Relief and Emergency Assistance Act:** Awards of funding under this program are subject to this act (Public Law 93-288), as amended, 42 U.S.C. 5121-5206, and related authorities. Specifically, 42 U.S.C. 5196, Subtitle A, Powers and Duties, Section 611, Detailed Functions of Administration, Subsection (j) (9), Financial Contributions, require recipients of funds under Title VI of the Stafford Act for construction projects to comply with the Davis-Bacon Act, and 42 U.S.C. 5206 requires all recipients of funds under the Stafford Act to comply with the Buy American Act (41 U.S.C. 10a *et seq.*).

## 11. General Provisions:

- A. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie

County, Wyoming.

- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- E. 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.
- F. 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.
- G. Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- H. 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.
- I. 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.
- J. Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Tribal Governments.
- K. Entirety of Grant:** This Grant, consisting of ten (10) and the attachment A consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. 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's profession.
- M. 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.
- N. 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.

- O. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees 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. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- P. 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.
- Q. 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.
- R. 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, facsimile, e-mail, or delivery in person.
- S. 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.
- T. 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 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).
- U. Program Income:** Income attributable to the Grant shall be returned to Homeland Security. Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security.
- V. 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.
- W. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- X. 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.
- Y. 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.

- Z. 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.
- AA. Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- BB. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- CC. Unused/Misused Funds:** Homeland Security shall be entitled to recover from the Subrecipient any full or partial payment made under this Grant for: 1) any payments used for purposes not authorized by or performed outside this Grant, 2) any payments for services the Subrecipient is unable to provide, or 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of this Grant.
- DD. 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.

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# Attachment A

## The Basics for Quarterly Reports

Required for all Federal Grants  
OMB Circulars, 44 CFR, Guidance Documents

Required for all Grant recipients (grantee and sub-grantee)

Due 30 days after the end of each Federal Fiscal Quarter

Quarterly Reports are the prescribed management tool for Federal grants.

### Essential Information for Programmatic Quarterly Reports

1. Describe the work elements that were completed this quarter referencing back to the approved work schedule and/or milestones.  
Example: Under work schedule item one Appraisals:  
Appraisals on five of the seven proposed home acquisitions have been completed. The appraiser currently has appraisals scheduled for the additional properties and should be complete by the end of the month. Appraisals have been completed on 315 Elm Street, 317 Elm Street, 204 Pine Street, 206 Pine Street and 210 Pine Street. We are currently two weeks behind our proposed work schedule due to a limited number of state certified appraisers, but believe we can still successfully complete the project within the approved performance period.
2. Following work performed during this quarter, what percentage of the project has been completed?  
Example: We have completed Milestones 1. Retrofit Design, 2. Advertising and Bids, and 3. Awarding of Contract and 4. Construction Mobilization has commenced. This puts us at 25% of completion of the overall project. We have expended 50% of the budget, however, this is in line with the cost associated with the design and original budget request.
3. Provide an explanation of the environmental conditions per the Catex or Fonsi document that were met during the quarter; attach copies of permits, if applicable.  
Examples: This project has the following Environmental conditions:  
Coordination with SHPO if any significant finding during construction  
No significant findings to date  
Construction is limited during the mating season of the Flying Pork Pigeon and coordinate is required with the State Game Fish and Parks to ensure that none of this species are in the project area to ensure this endangered species is not *impacted* by the construction.  
State Game, Fish and Parks has determine no Flying Pork Pigeons are nesting in the area. They have provided a letter allowing construction to commence during the mating season.

## Attachment A

A Floodplain permit is required before construction in the floodplain.  
The Concrete County Floodplain Manager issued a permit for this project on 2/31/08

4. Is the project on schedule? (Or Delayed, Cancelled, or Completed-if so, give date)

Examples: Due to the early and continuing weather conditions frozen ground is delaying demolition on the following structures:

315 Elm Street, 561 Notdunyet Ave.

We will be unable to meet the 90 day schedule for demolition.

Weather conditions have been favorable this year and we were able to complete the earthwork and paving sooner than anticipated. This will allow us to complete the project two weeks ahead of schedule.

5. Identify potential delays with timeframes, if anticipated.

Example: Local Truckers Union 360 has gone on strike this will cause a delay in the delivery of the concrete culvert currently scheduled to be installed at the Fourth Street crossing. Unfortunately at this time there is no estimate how long this strike will continue. We will continue with other elements of the project.

6. Provide a brief description of next quarters projected work elements.

Example: Construction is on schedule and should be completed this next quarter. Final inspection is project for March.

7. Are the costs on unchanged? (Or is there a cost over run or under run expected?)

Examples: Due to increased fuel costs we are anticipating a 5% increase in construction costs.

The successful bidder for this project is under the original estimate by \$2500. At this time we would like to retain these funds in the budget until significant progress is made.



MATTHEW H. MEAD  
Governor

THE STATE OF WYOMING

## Office of Homeland Security

Telephone (307) 777-Home (4663)  
Fax (307) 635-6017  
5500 Bishop Boulevard, Cheyenne, Wyoming 82002

October 12, 2016

Mr. Forest Chadwick, Chairman  
Natrona County Commission  
201 N David Street  
Casper, WY 82601

RE: Hazard Mitigation Grant Program Grant  
Grant ID# 16FEMA-NAT-HM-4227H2

Dear Mr. Chadwick,

I wish to congratulate you on Natrona County's successful application for Hazard Mitigation Grant Program funding! You will find enclosed the grant award agreement for the requested grant funds. The funding is awarded to complete Natrona County's mitigation planning process.

The grant has a 25% match requirement which you agreed to during the application process, with a maximum federal portion of \$35,998. Once completed and approved the Natrona County Mitigation Plan will document mitigation efforts Natrona County has made in the past and hopes to pursue in the future to lessen natural hazard impacts to your residents. The approved mitigation plan will also make it possible for the County to seek grant funds to pursue mitigation projects, making mitigation more affordable for you and the incorporated jurisdictions within your county borders.

Please execute the grant award agreement and return it to this office. I will then complete the signature page and return a copy of the fully executed agreement to you.

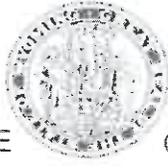
Please feel free to contact Melinda Gibson, State Hazard Mitigation Officer, if you have any questions or comments. She can be reached at 307.777.4914.

We look forward to working with you.

Sincerely,

  
Guy Cameron  
Director

Enclosure – Natrona County HMGP Grant Award Agreement



THE STATE OF WYOMING

MATTHEW H. MEAD  
Governor

# Office of Homeland Security

Telephone: (307) 777-Home (4663)  
Fax: (307) 635-6017  
5500 Bishop Boulevard, Cheyenne, Wyoming 82002

September 9, 2016

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program under Presidential Disaster Declaration DR-4227.

<b>Subrecipient:</b>	<b>Natrona County</b>
<b>Award Amount:</b>	<b>\$ 35,998.00</b>
<b>Cost Share:</b>	<b>\$ 12,000.00</b>
<b>Award Period:</b>	<b>August 19, 2016 through December 31, 2018</b>
<b>CFDA #:</b>	<b>97.039</b>
<b>FEMA Project No:</b>	<b>DR-4227; 5-P</b>
<b>Project ID:</b>	<b>16FEMA-NAT-HM-4227H2</b>

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Boulevard, Cheyenne, WY 82002-0001 [Homeland Security] and **Natrona County** whose mailing address is 201 North David Street, Casper, WY 82601 [Subrecipient].
2. **Contact Information:** All reports, forms, and communications regarding this Grant shall be directed to the attention 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, 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.

### Homeland Security Contacts:

Melinda Gibson, State Hazard Mitigation Officer (Primary)  
Phone: 307-777-4914, Email: [melinda.gibson@wyo.gov](mailto:melinda.gibson@wyo.gov)

Robin Benitz, Accounting, Grants Supervisor (Secondary)  
Phone: 307-777-4916, Email: [robin.benitz@wyo.gov](mailto:robin.benitz@wyo.gov)

3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed through the U.S. Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA) to the State of Wyoming following a Presidential major disaster

declaration. The Hazard Mitigation grant Program (HMGP) is authorized by Section 404 of the Stafford Act, 42 U.S.C. 5170c.

The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster.

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 **August 19, 2016 through December 31, 2018**. Federal share of the Grant is thirty-five thousand nine hundred ninety-eight dollars and zero cents (\$35,998.00). Subrecipient's required share is twelve thousand dollars and zero cents (12,000.00). The Federal and Subrecipient matching funds amounts are to be spent concurrently. The Subrecipient's matching funds are allowable costs incurred during the performance period and are subject to the same requirements and conditions which apply to the Federal funds awarded under the grant. Matching requirements may not be met by costs borne by another Federal grant or if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. Costs counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of Subrecipient.
  
5. **Federal Grant References:** February 27, 2015 Hazard Mitigation Assistance Unified Guidance [http://www.fema.gov/media-library-data/1424983165449-38f5dfc69c0bd4ea8a161e8bb7b79553/HMA\\_Guidance\\_022715\\_508.pdf](http://www.fema.gov/media-library-data/1424983165449-38f5dfc69c0bd4ea8a161e8bb7b79553/HMA_Guidance_022715_508.pdf) ;  
Local Multi-Hazard Mitigation Planning Guidance <http://www.fema.gov/media-library/assets/documents/31598?id=7209> ;  
31 CFR 205.6; 44 CFR Part 13 <https://www.gpo.gov/fdsys/pkg/CFR-1999-title31-vol2/pdf/CFR-1999-title31-vol2-sec205-6.pdf> ;  
OMB 2 CFR Part 200 <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> ;  
October 2011 FEMA Local Plan Review Guide [http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan\\_review\\_guide\\_final\\_9\\_30\\_11.pdf](http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf).

**Subrecipient shall read and ensure necessary personnel become familiar with and adhere to the contents of the Hazard Mitigation Assistance Unified Guidance.**

6. **Purpose of Grant Award:** The purpose of this grant award is to provide for the development of a FEMA-approved Natrona County Multi-Hazard Mitigation Plan. Mitigation planning requirements are in the Local Mitigation Plan Review Guide, which is the Federal Emergency Management Agency's official source for defining the requirements of original and updated Local Mitigation Plans, interpreting and explaining the Mitigation Planning regulation in 44 CFR Part 201.
  
7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed thirty-five thousand nine hundred ninety-eight dollars and zero cents (\$35,998.00). 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. Funds will not be released to Subrecipient before the date upon which the last required signature is affixed to this agreement. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of the Homeland Security Reimbursement Request and Expense Claim Forms, with associated documentation and receipts, provided the expenditures comply with both the Program Guidance and all applicable federal and state laws.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
- A. The Subrecipient shall:
- (1) Generate a FEMA-Approved, Multi-Hazard Mitigation Plan for Natrona County.
  - (2) Ensure the plan addresses all items listed in the Local Plan Review Guide referenced in **5. Federal Grant References** above.
  - (3) Conduct public meetings to generate, review, and/or finalize the multi-hazard mitigation plan.
  - (4) Submit Homeland Security Reimbursement Request and Expense Claim Forms, with associated documentation and receipts.
  - (5) Ensure quarterly reports are submitted timely and address all items on Attachment A - Basics of Quarterly Reports, which is attached and made part of this Grant by this reference.
  - (6) Be familiar with requirements and restrictions of the Hazard Mitigation Assistance Guidance dated February 27, 2015 referenced in **5. Federal Grant References** above.
- B. Subrecipient must be familiar with the requirements and restrictions of the Program Guidelines, including:
- (1) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 2 CFR 215.
  - (2) 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 U. S. Department of Homeland Security (DHS), 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 DHS, the State of Wyoming or WOHS." Additionally, Subrecipient acknowledges that DHS 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 FEMA/DHS and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
  - (3) Subrecipient may be monitored periodically by the staff of Homeland Security or FEMA/DHS, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
  - (4) 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.
- C. By December 31, 2018, Subrecipient must encumber or spend all Grant funds, finish all performance activities and submit all payment requests. If this deadline cannot be met, a written request for an extension with an explanation shall be submitted by Subrecipient no later than October 1, 2018 to Homeland Security for review and DHS approval. Homeland Security cannot guarantee approval for any extension request.
- D. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
- E. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other

state or federal grants.

- F. Subrecipient's quarterly progress and financial status reports through September 30, December 31, March 31, and June 30 must be submitted to Homeland Security by October 15, January 15, April 15, and July 15, respectively. Progress quarterly reports will cover all items listed in the Program Guidelines and in the Basics of Quarterly Reports, and shall be submitted in the format specified therein. Financial quarterly reports will consist of a completed FEMA Standard Form 425.

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 services which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA/DHS or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. **Special Provisions:**

- A. **Administrative and National Policy Requirements:** The subrecipient must, in addition to the assurances made as part of the application, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, 2 C.F.R. Parts 200, 215, 220, 225, and 230, terms and conditions of the award, and the approved application.
- B. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of State or Federal funding due to Subrecipient's failure to comply with State or Federal requirements.
- 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, Debarment and Suspension and CFR 44 Part 17 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipients use contractors or subcontractors, such Subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.

- F. Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 200, 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. Financial and Compliance Audit Report:** Subrecipients expending an aggregate amount of seven hundred fifty thousand dollars (\$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 for Federal Awards (2 CFR Part 200.501). 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. 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.
- H. Federal Debt Status:** The recipient may not be delinquent in the repayment of any Federal debt such as delinquent payroll or other taxes, audit disallowances, and benefit overpayments per 2 CFR 200.305.
- I. Human Trafficking:** As required by 22 U.S.C. 7103(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 subawards under the award.
- J. Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.
- K. Limitations on Lobbying Activities:** In accordance with Public Law 101-121, payments made

from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Subrecipient shall submit a certification and disclosure statement to this end before commencement of Grant activities. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Homeland Security.

- L. 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, subrecipients are 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.
- M. Monitor Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- N. 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.
- O. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, including the Civil Rights Act of 1964, 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.*), and the Age Discrimination Act of 1975. 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. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services, if requested, for Grant activities.
- P. NEPA:** Subrecipient agrees to comply with the National Environmental Policy Act (NEPA). Grant activities requiring specific documentation of NEPA compliance (see DHS Management Directive 5100.1) must be approved by FEMA prior to obligation or expenditure of grant funds by Subrecipient.
- Q. 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. Potential supplanting will be addressed in the application review as well as in the preaward review, postaward monitoring, and the audit. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant.
- R. 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.

- S. 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 Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- T. Robert T. Stafford Disaster Relief and Emergency Assistance Act:** Awards of funding under this program are subject to this act (Public Law 93-288), as amended, 42 U.S.C. 5121-5206, and related authorities. Specifically, 42 U.S.C. 5196, Subtitle A, Powers and Duties, Section 611, Detailed Functions of Administration, Subsection (j) (9), Financial Contributions, require recipients of funds under Title VI of the Stafford Act for construction projects to comply with the Davis-Bacon Act, and 42 U.S.C. 5206 requires all recipients of funds under the Stafford Act to comply with the Buy American Act (41 U.S.C. 10a eq seq.).

**11. General Provisions:**

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- E. 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.
- F. 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:** The 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. Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Tribal Governments.
- J. Entirety of Grant:** This Grant, consisting of eleven (11) pages' and attachment A consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. 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's profession.
- L. 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.
- M. 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.
- N. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.
- O. 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.

- P. 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.
- Q. 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, facsimile, e-mail, or delivery in person.
- R. 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.
- S. 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 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).
- T. Program Income:** Income attributable to the Grant shall be returned to Homeland Security. Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security.
- U. 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.
- V. Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- W. 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.
- X. 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.
- Y. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or

entity the status of third party beneficiary, and this 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.

**Z. Time is of the Essence:** Time is of the essence in all provisions of this Grant.

**AA. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.

**BB. Unused/Misused Funds:** Homeland Security shall be entitled to recover from the Subrecipient any full or partial payment made under this Grant for: 1) any payments used for purposes not authorized by or performed outside this Grant, 2) any payments for services the Subrecipient is unable to provide, 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of this Grant.

**CC. 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.

**THIS SPACE 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, 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.

HOMELAND SECURITY

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

SUBRECIPIENT

\_\_\_\_\_  
Forest Chadwick, County Commission Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by: County Clerk

\_\_\_\_\_  
Date

COUNTY ATTORNEY'S APPROVAL AS TO FORM

A. A. Reed      WB#6-3172  
Signature, County Attorney  
Deputy

11/1/14  
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

Samantha Caselli #158272  
Samantha Caselli, Assistant Attorney General

10/5/14  
Date

# Attachment A

## The Basics for Quarterly Reports

Required for all Federal Grants  
OMB Circulars, 44 CFR, Guidance Documents

Required for all Grant recipients (grantee and sub-grantee)

Due 30 days after the end of each Federal Fiscal Quarter

Quarterly Reports are the prescribed management tool for Federal grants.

### **Essential Information for Programmatic Quarterly Reports**

1. Describe the work elements that were completed this quarter referencing back to the approved work schedule and/or milestones.  
Example: Under work schedule item one Appraisals:  
Appraisals on five of the seven proposed home acquisitions have been completed. The appraiser currently has appraisals scheduled for the additional properties and should be complete by the end of the month. Appraisals have been completed on 315 Elm Street, 317 Elm Street, 204 Pine Street, 206 Pine Street and 210 Pine Street. We are currently two weeks behind our proposed work schedule due to a limited number of state certified appraisers, but believe we can still successfully complete the project within the approved performance period.
2. Following work performed during this quarter, what percentage of the project has been completed?  
Example: We have completed Milestones 1. Retrofit Design, 2. Advertising and Bids, and 3. Awarding of Contract and 4. Construction Mobilization has commenced. This puts us at 25% of completion of the overall project. We have expended 50% of the budget, however, this is in line with the cost associated with the design and original budget request.
3. Provide an explanation of the environmental conditions per the Catex or Fonsi document that were met during the quarter; attach copies of permits, if applicable.  
Examples: This project has the following Environmental conditions:  
Coordination with SHPO if any significant finding during construction  
No significant findings to date  
Construction is limited during the mating season of the Flying Pork Pigeon and coordinate is required with the State Game Fish and Parks to ensure that none of this species are in the project area to ensure this endangered species is not *impacted* by the construction.  
State Game, Fish and Parks has determine no Flying Pork Pigeons are nesting in the area. They have provided a letter allowing construction to commence during the mating season.

## Attachment A

A Floodplain permit is required before construction in the floodplain.  
The Concrete County Floodplain Manager issued a permit for this project on 2/31/08

4. Is the project on schedule? (Or Delayed, Cancelled, or Completed-if so, give date)

Examples: Due to the early and continuing weather conditions frozen ground is delaying demolition on the following structures:

315 Elm Street, 561 Notdunyet Ave.

We will be unable to meet the 90 day schedule for demolition.

Weather conditions have been favorable this year and we were able to complete the earthwork and paving sooner than anticipated. This will allow us to complete the project two weeks ahead of schedule.

5. Identify potential delays with timeframes, if anticipated.

Example: Local Truckers Union 360 has gone on strike this will cause a delay in the delivery of the concrete culvert currently scheduled to be installed at the Fourth Street crossing. Unfortunately at this time there is no estimate how long this strike will continue. We will continue with other elements of the project.

6. Provide a brief description of next quarters projected work elements.

Example: Construction is on schedule and should be completed this next quarter. Final inspection is project for March.

7. Are the costs on unchanged? (Or is there a cost over run or under run expected?)

Examples: Due to increased fuel costs we are anticipating a 5% increase in construction costs.

The successful bidder for this project is under the original estimate by \$2500. At this time we would like to retain these funds in the budget until significant progress is made.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into as of this 18<sup>th</sup> day of October, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Casper;" and, Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Casper and County desire to share the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG), with Casper receiving \$11,096.50, and County receiving \$9,666.50. Total Grant amount is \$20, 763.

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

1. SCOPE OF SERVICES:

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

2. TIME OF PERFORMANCE:

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

3. METHOD OF PURCHASE:

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

4. TERMINATION:

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

5. EXTENT OF AGREEMENT:

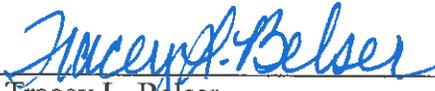
This Memorandum of Understanding represents the entire and integrated agreement between Casper and County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and County.

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

APPROVED AS TO FORM:



ATTEST:

  
Tracey L. Belser  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

  
Daniel Sandoval  
Mayor

ATTEST:

NATRONA COUNTY WYOMING

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

\_\_\_\_\_  
Forrest Chadwick, Chairman  
Natrona County Commissioners

Prepared by/Reviewed by  
  
S.A. Reed

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement**

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, Natrona County (Grantee), whose address is 201 North David, Second Floor, Casper, WY 82601.
2. **Purpose of Agreement.** On October 6, 2016, the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of Two Hundred Ninety Six Thousand Seven Hundred Sixteen Dollars and 00/100 (\$296,716.00), to be used for the following SLIB-approved project:

Sheriff's Office Emergency Vehicles

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it \_\_\_\_\_.
4. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**
  - B. **The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.**
  - C. **Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.**

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**
  - (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to "Countywide Consensus Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-15386 NA.  
SLIB: 100%  
LOCAL: 0%  
Requested By: Natrona County  
Project Description: Sheriff's Office Emergency Vehicles  
Amount of Funds Approved for Project: \$296,716.00  
Amount of Engineering Approved for Project should be: \$59,343.20

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature  
Type the Name & Title for the Attest Signature  
Type the Name of the Contact Person  
Type the Phone number of the contact person  
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.
- (v) To verify a payment, use the on-line payment search at [http://sao.state.wy.us/EFT\\_Search\\_page.htm](http://sao.state.wy.us/EFT_Search_page.htm), on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.
- C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$59,343.20.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely 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, 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.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(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 Agreement 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.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- L. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

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

**WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Bridget Hill, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
Natrona County

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Nicholas, Assistant Attorney General

\_\_\_\_\_  
Date

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement  
Attachment A**

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

**The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.**

**This form can be found on the Office's website by going to <http://lands.state.wy.us>, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".**

**The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.**

**For questions about the Certification, please contact Dawn Karban ([dawn.karban1@wyo.gov](mailto:dawn.karban1@wyo.gov) or 307-777-7309) or Cori Phelps ([cori.phelps@wyo.gov](mailto:cori.phelps@wyo.gov) or 307-777-7453).**

# LICENSE

Date 11/3/14 Road CR-701 Coal Creek

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

(hereinafter called the "Licensee"), to construct, maintain, use and operate An approach (hereinafter called the "Facility"), located in Section 15 Township 34 N, Range 78 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated \_\_\_\_\_, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement 11/30/14  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion 6/30/17  
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

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

COUNTY OF NATRONA  
By Michael P. Hays  
Road & Bridge Superintendent

ATTEST:  
\_\_\_\_\_  
County Clerk

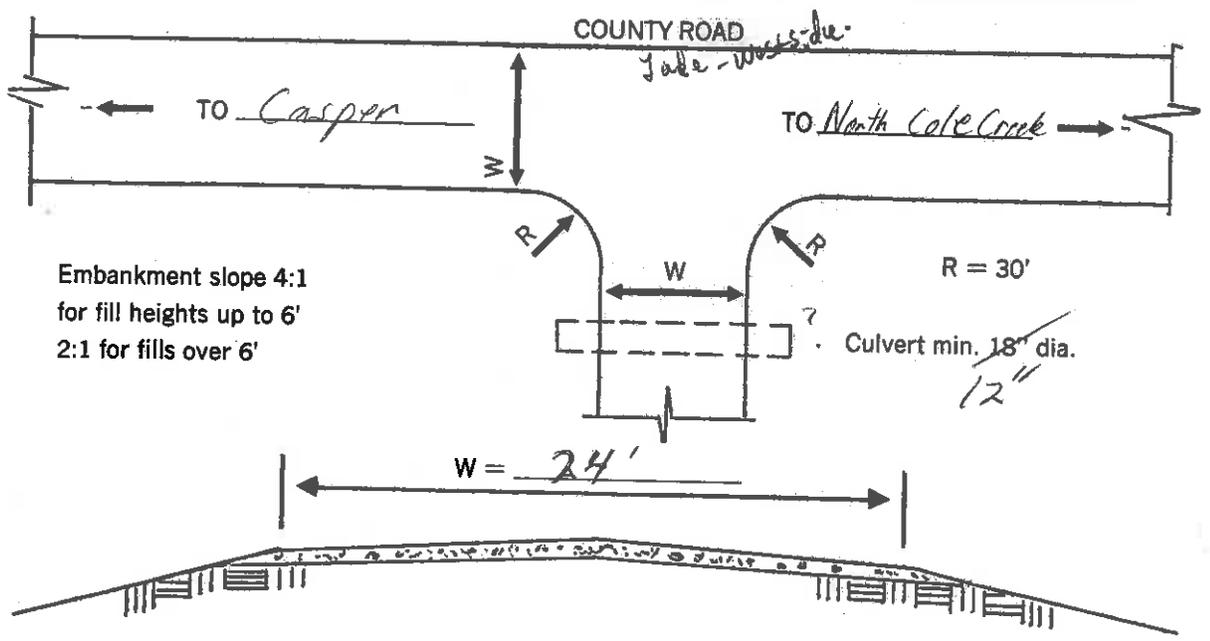
By \_\_\_\_\_  
County Surveyor  
By \_\_\_\_\_  
Chairman of the Board of County Commissioners.

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

ATTEST:  
\_\_\_\_\_  
Secretary X \_\_\_\_\_  
President

**COUNTY OF NATRONA**  
**APPLICATION FOR AN APPROACH**

Applicant: TRAY VIGO  
 Address: \_\_\_\_\_ Phone: 207-3802



Embankment slope 4:1  
 for fill heights up to 6'  
 2:1 for fills over 6'

R = 30'  
 Culvert min. 18" dia.  
 12"

Furnish the Following Information:

- 1) Location: Section 14, Township 34 North, Range 78 West. LAND LOT 057 43.48 ACRES
- 2) County Road Designation COLE CREEK
- 3) Surface of County Road ASPHALT  
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type SAND
- 5) Sight Distance on County Road 225 yards Both ways
- 6) Reason for Approach ACCESS TO LAND

7) Requirements:

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

Approved: \_\_\_\_\_  
 Road & Bridge Superintendent

County Surveyor \_\_\_\_\_  
 County Commissioner \_\_\_\_\_

Approval Date: \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Registered Engineer or Land Surveyor \_\_\_\_\_ Date \_\_\_\_\_

Completion Date: \_\_\_\_\_