# NATRONA COUNTY
# BOARD OF COUNTY COMMISSIONERS

# AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

Tuesday, March 17, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

**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**

*Agendas are subject to amendments*

**NATRONA COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

**CONSENT AGENDA**
Tuesday, March 17, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor

**I. APPROVAL OF MARCH 3, 2020 MEETING MINUTES**

**II. APPROVAL OF BILLS $2,813,054.35**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**

A. Alcova Reservoir Non-Lakefront Cabin site Lease – Terry J. Nation

B. FAA Grant Agreement; Casper-NCIA; API Grant #:3-56-0004062-2020 (Contract No. DOT-FA20NM-1005); DUNS #: 9-276-6013 – Acquire Snow Removal Equipment (Multi-Task Equipment-Chasses, Plow and Broom)

C. Approval of VMG Professional Service Agreement

D. Resolution 07-20 Authorizing Casper/NCIA to Sell and Lease Property

**IV. STATEMENT OF EARNINGS:** Cooperative Extension $920.00; Development $12,238.27; R&B $240.21; Lake $3,549.00; Mountain $427.50

**V. TAXROLL CORRECTION 2019:** XTO ENERGY INC $-628.32, GRIFFITHS OIL LLC $-137.61, GRIFFITHS OIL LLC $-79.64,

*Agendas are subject to amendments*

**BOARD OF COUNTY COMMISSIONERS**
**MINUTES OF PROCEEDINGS**
**March 3, 2020**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, County Attorney Eric Nelson, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines. Commissioner Forrest Chadwick was absent attending the NACO Legislative Conference.

**Consent Agenda:**

Commissioner Bertoglio moved for approval of the Consent Agenda. Commissioner Kaufman seconded the motion.

**Public Comments:**

Chairman Hendry opened the floor to Public Comments.

Hearing comments the floor was closed.

**Commissioner Comments:**

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 5:32 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

_____
Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

_____
Tracy Good

**Newspaper listing for Bills 2/26/2020 through 3/10/2020**

**154 vendors listed**

**Total: $ 2,813,054.35**

| | |
|---|---|
| 12-24 CLUB INC | $2834.88 |
| A&I / ST OF WY ENT TECH | $20.64 |
| ABC LEGAL SVCS | $510.00 |
| AFLAC PREMIUM HOLDING | $3197.26 |
| AGRICULTURE DEPARTMENT | $9065.50 |
| AIRGAS USA | $1050.00 |
| ALCOHOL & DRUG TESTING | $10717.95 |
| ALL AROUND TOWING & RECOVERY | $7700.00 |
| ALSCO | $216.63 |
| AMBI MAIL & MARKETING | $1912.44 |
| AMERICAN ASSOC OF POLICE POLYGRAPHISTS | $125.00 |
| APPLIED CONCEPTS INC | $302.00 |
| ARTISTIC CUSTOM BADGES AND COINS | $226.50 |
| ASSESSOR | $49696.71 |
| ATLAS OFFICE PROD | $503.16 |
| AXIS FORENSIC TOXICOLOGY | $399.00 |
| B & B RUBBER STAMP SHOP | $27.95 |
| BARGREEN ELLINGSON DBA KNAPP SUPPLY & EQUIPT | $157.60 |
| BENNETT, THOMAS L MD | $16250.32 |
| BLACK HILLS ENERGY | $12669.16 |
| BLOEDORN LUMBER | $120.88 |
| BOB BARKER INC | $162.28 |
| CA STATE DISBURSEMENT | $378.00 |
| CAPITAL BUSINESS SYS | $2415.64 |
| CASPER FIRE EXTINGUISHER | $113.75 |
| CASPER MEDICAL IMAGING PC | $921.91 |
| CASPER- NC HEALTH DEPARTMENT | $117376.34 |
| CASPER TIRE INC | $3052.00 |
| CENTRAL FAIR AND RODEO | $78530.92 |
| CENTURYLINK | $9226.79 |
| CHILD SUPPORT ENFORCEMENT | $51723.91 |
| CIRCUIT COURT OF THE SEVENTH | $2740.48 |
| CITY OF CASPER | $36037.00 |
| CIVIL ENGINEERING PROFESSIONALS | $8383.89 |
| CLERK OF COURT/ADMINISTRATION | $44019.04 |
| CLERK OF DISTRICT COURT | $8324.94 |
| CLERK/ADMINISTRATION | $59188.59 |
| COLONIAL LIFE & ACCIDENT INS | $73.47 |
| COMMISSION/ADMINISTRATION | $10416.65 |
| COMMISSION/COUNTY ATTORNEY | $24309.36 |
| COMMISSION/COUNTY DEVELOPMENT | $36166.84 |
| COMMISSIONER/ HR | $7083.34 |
| COMMISSIONERS/MAINT. SALARIES | $28353.39 |
| COMMUNICATION TECHNOLOGIES INC | $2759.21 |
| CONVERSE COUNTY SO | $1860.00 |
| CORONER | $18288.03 |
| COWBOY CHEMICAL | $2410.60 |
| CPD METH CONFERENCE | $500.00 |
| CRUM ELECTRIC SUPPLY CO | $1613.02 |
| CST | $727.24 |
| DECKER AUTO GLASS | $342.05 |
| DESIGNPD, DBA AGENCY360 | $4997.00 |
| DEWITT WATER SYS | $456.25 |
| DK HAULING DBA VIKING CRANE | $80.00 |
| DLT SOLUTIONS INC | $186.20 |
| DOOLEY OIL/CASPER | $44.00 |
| DRUG COURT | $21153.34 |
| DRUG TESTING SVCS NC | $168.00 |
| EAGLE UNIFORM & SUPPLY CO | $352.50 |
| EIDE BAILLY LLP | $92.50 |
| EMERGENCY MEDICAL PHYSICIANS | $1894.00 |
| FEDERAL EXPRESS | $37.58 |
| FERGUSON WATERWORKS #1116 | $141.69 |
| FIRST CALL COMMUNICATIONS | $127.50 |
| FIRST INTERSTATE BANK | $56.68 |
| FLOYD'S TRUCK CENTER | $277.54 |
| HOOD'S EQUIPT | $963.49 |
| HUB INTERNATIONAL INS | $337.00 |
| ICMA RETIREMENT TRUST - 457 | $155.00 |
| INFORMATION TECHNOLOGY | $39848.34 |
| JDC INVESTIGATIONS | $1625.00 |
| JH MECHANICAL | $309.63 |
| JOHNSON CONTROLS. | $4706.05 |
| KIESTER, JILL | $122.50 |
| KIMBALL MIDWEST | $757.57 |
| LASER TECH | $160.00 |
| LAUNDRY LOOPS | $807.00 |
| LIFETIME HEALTH & FITNESS | $963.26 |
| LINCARE INC | $154.95 |
| M.A.D. TRANSPORTATION & TOWING | $6825.00 |
| MERBACK AWARD CO | $197.80 |
| MIDWEST HOSE & SPECIALTY INC | $124.70 |
| MIDWEST MEDICAL SUPPLY | $398.30 |
| MTN STATES LITHOGRAPHING | $566.50 |
| MULLEN, ROBERT L | $345.00 |
| NAPA AUTO PARTS | $1613.31 |
| NC EMPLOYEE | $333607.16 |
| NC TREASURER | $333911.22 |
| NORTON ROSE FULBRIGHT US LLP | $17589.67 |
| ORCHARD TRUST | $8840.56 |
| OUTPATIENT RADIOLOGY | $2649.81 |
| PLANSOURCE BENEFITS ADMINISTRATION INC | $1566.00 |
| PRONGHORN PROPANE | $896.00 |
| R & R REST STOPS | $161.84 |
| REDWOOD TOXICOLOGY LABORATORY | $38.50 |
| RICOH USA INC | $896.52 |
| RMP | $34026.02 |
| ROAD & BRIDGE - LAKE | $5779.66 |
| ROAD & BRIDGE/ADMINISTRATION | $76547.11 |
| ROAD & BRIDGE/PARKS DEPT | $15504.56 |
| ROAD & BRIDGE/VEHICLE SVC | $24165.72 |
| RUSSELL INDUSTRIES | $2315.00 |
| RYAN, CHRISTOPHER DBA RYAN & ASSOC PR | $6400.00 |
| SHAMROCK FOODS CO | $10694.28 |
| SHERIFF/ADMINISTRATION | $307589.16 |
| SHERIFF/COURTHOUSE SECURITY | $56553.42 |
| SHERIFF/EMERGENCY MANAGEMENT | $10609.99 |
| SHERIFF/NEW JAIL | $437322.84 |
| SHOWTIME INDUSTRIES | $1074.00 |
| SIX ROBBLEES' INC | $45.66 |
| SOUND PHYSICIANS OF WY | $1276.20 |
| SOURCE OFFICE & TECHNOLOGY | $389.40 |
| SOUTHLAND MEDICAL | $370.84 |
| SPECTRUM | $551.52 |
| SPORTSMAN'S WAREHOUSE | $137.96 |
| STOTZ EQUIPT | $1349.92 |
| SUMMIT ELECTRIC | $1922.06 |
| SUTHERLANDS | $56.48 |
| TACTICAL XTERIORS | $200.00 |
| TERRY & AMY'S DOG HOUSE | $1000.00 |
| THOMSON REUTERS | $683.45 |
| TREASURER | $47836.52 |
| TYLER TECHNOLOGIES | $16532.98 |
| UNITED WAY OF NC | $80.00 |
| US FOODS | $5569.51 |
| VERIZON | $1875.84 |
| VITAL RECORDS HOLDINGS | $327.85 |
| WASHINGTON NATIONAL INS | $2133.30 |
| WEAR PARTS INC | $257.48 |
| WESTERN DETENTION | $895.00 |
| WESTERN SIGN & DESIGN | $1800.00 |
| WESTERN WY LOCK & SAFE | $26.50 |

| | |
|---|---|
| FREMONT MOTOR CASPER INC | $3707.07 |
| GALLS | $60.00 |
| GASTROENTEROLOGY ASSOCIATES PC | $2686.00 |
| GOOD, TRACY | $228.85 |
| GRAINGER | $413.88 |
| GREEN'S SEWER & DRAIN SVC | $433.50 |
| GREINER FORD OF CASPER | $143.94 |
| HEALTHSMART BENEFIT SOL | $992.00 |
| HENSLEY BATTERY | $874.04 |
| HIGH PLAINS POWER INC | $625.51 |
| HITEK COMMUNICATIONS | $45.00 |
| WHITE'S MOUNTAIN MOTORS | $315.11 |
| WIMACTEL INC | $154.00 |
| WY CENTER FOR SIGHT | $180.00 |
| WY CHILD SUPPORT STATE DISBURSEMENT UNIT | $685.00 |
| WY DEPT. OF WORKFORCE SVC | $19577.13 |
| WY HEALTH MEDICAL GROUP | $465.00 |
| WY MACHINERY CO | $297.34 |
| WY ORAL & MAXIOFACIAL SURGERY | $2475.00 |
| WY RENTS | $99.00 |
| WY RETIREMENT SYS | $238237.53 |
| WY STEEL RECYCLING IRON & | $54.50 |

**Alcova Reservoir Non-Lakefront Cabin Site Lease**
Revised October 6, 2016

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

| | |
|---|---|
| Department Director<br>Natrona County Parks<br>P.O. Box 848<br>Mills, WY 82644<br>307-235-9325 | *Jane Doe*<br>*John Doe*<br><br>Site #<br>Dock # |

2. **Recitations.**

A. County entered a contract with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation") for the management, development, operation, and maintenance of recreation and related improvements and facilities at Alcova Reservoir[1], Natrona County, Wyoming. That contract is identified as "Management Agreement No. 15-LM-60-2364" (the "Management Agreement").

B. This Lease is contingent upon the Management Agreement remaining in effect.

C. This Lease is subordinate to the Management Agreement.

D. The Management Agreement includes *Exhibit H* - "Alcova Cabin Sites" (the "Site Plan").

E. Pursuant to the Management Agreement, County has authority to issue limited use authorizations in accordance with 43 CFR 429.5.[2]

i. Limited use authorization does not convey ownership or other interest in the Federal real property.

ii. Limited use authorization shall be for a specified period.

iii. Limited use authorization shall not provide an automatic right of renewal.

iv. Limited use authorization is fully revocable at the discretion of Reclamation.

v. Limited use authorization shall be consistent with Reclamation's Resource Management Plan.

[1] The Management Agreement uses both "reservoir" and "lake" to refer to the same Alcova body of water.
[2] Management Agreement ¶ 19(i).

F. Pursuant to the Management Agreement, this lease agreement recognizes the right of paramount use by Reclamation of the Reservoir Area for project purposes. Reclamation retains all of its rights, including, but not limited to its right to:

i. Access and enter all property governed by the Management Agreement;

ii. Close all or part of the property governed by the Management Agreement;

iii. Revise the boundaries of the Operations Area defined by the Management Agreement;

iv. Remove material from the area included in the Management Agreement;

v. Change the level of Alcova Reservoir; and

vi. Not stand in the stead for the County if the management agreement expires or is terminated

G. Title 43 Code of Federal Regulations (CFR), Part 21, Occupancy of Cabin Sites on Public Conservation and Recreation Areas, applies to this Lease and the Lessees.

H. Title 43 CFR, Part 423, Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies, applies to this Lease and the Lessees.

**I. This Lease grants no vested property right to Lessee but affords Lessee only a limited license to occupy the Lot, pending a greater public use as determined by Reclamation.**

3. **Purpose of Lease.** The purpose of this Lease is for County to lease a cabin site shown on the Site Plan to Lessee. In consideration of the mutual covenants herein, the parties agree to this Lease.

4. **Effective Date and Term of Lease**. This Lease becomes effective upon the date of the last required signature. The term of this Lease is May 15, 2016 to May 18, 2021, inclusive. Following are the Lease years:

A. First Lease year – May 15, 2016 through May 18, 2017

B. Second Lease year – May 19, 2017 through May 18, 2018

C. Third Lease year – May 19, 2018 through May 18, 2019

D. Fourth Lease year – May 19, 2019 through May 18, 2020

E. Fifth Lease year – May 19, 2020 through May 18, 2021

5. **Seasonal Operation Period.** April 15th through October 15th is the Seasonal Operation Period for all facilities in Alcova Reservoir including cabin sites. The cabin site shall not be the principal place of residence for the Lessee.

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

A. County leases the non-lakefront cabin site **as is** to Lessee.

B. County will provide dumpsters in the area shown on the Site Plan during the Seasonal Operation Period for Lessee to put his/her trash (the "trash service").

C. Access to the cabin site lot will be from a public roadway.

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

A. PAYMENT of FEES.

i. Lessee shall pay the following fees:
a. Rent. For the first Lease year, **$2050** for annual rent.
b. Trash Service. **$60** for annual trash service. If the actual cost of trash service exceeds this amount, Lessee shall pay the additional cost of trash service within ten days of the date of the annual letter from County which will contain the additional amount Lessee owes.

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

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

iii. All fees are nonrefundable.

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

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

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

D. PROHIBITED. Lessee shall not:

i. Change the use of the Lot;

ii. Prevent access to the Alcova Reservoir shoreline;

iii. Conduct a commercial enterprise on the premises

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

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

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

vii. Store any personal property other than boats and trailers on the Lot from October 16th through April 14th;

viii. Construct any improvement, including, but not limited, to a fence, landscaping, lot driveway modifications, deck, porch, shed, sun shade, or modification to exteriors of structures, without following the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming.

ix. Allow any construction on the Lot by any person who is not a Natrona County licensed contractor;

x. Violate any Natrona County resolution, including the current *Zoning Resolution of Natrona County, Wyoming*, with the exception of a preexisting use;

xi. Build or use any fire pit or fire ring other than a valved, manufactured appliance listed specifically for recreational fire use. LP gas or charcoal grills are excluded from this prohibition when used for cooking;

xii. Leave or burn refuse;

xiii. Dispose of sewage except in accordance with federal, state, and local laws;

xiv. Cut or take timber from any area covered by the Management Agreement; or

xv. Build or place any improvement outside of the lot lease.

xvi. Allow sleeping accommodations outside of the permitted structure on the lot, unless permitted by the County.

E. REQUIRED. Lessee shall:

i. Maintain the Lot driveway at Lessee's expense in a manner acceptable to County;

ii. Provide and maintain any water facilities, sewage disposal, and refuse disposal in a manner acceptable to County;

iii. Promptly clean up after Lessee's dog(s);

iv. Store all refuse in a tidy manner that prevents the refuse from being blown away;

v. Submit all proposed construction activities to the Department Director in accordance with the Site Modification Guidelines for Leaseholders at Alcova Reservoir, Natrona County, Wyoming. The Department Director shall submit:

a. Proposals for *substantial* lot improvements to Reclamation.

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

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

F. USE.

i. The Lessee will use the said premises, or permit the said premises to be used, only and exclusively for proper and legitimate purposes.

ii. Lessee may stay overnight on the Lot during the Seasonal Operation Period. Lessee shall not stay overnight on the Lot from October 16th through April 14th.

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

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

9. **General Provisions**.

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

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

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

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

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

i. terminate this Lease, and/or

ii. demand specific performance in accordance with this Lease, and/or

iii. pursue any other remedy allowed by law.

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

i. Lessee shall remove improvements within 90 days of termination of this Lease.

G. **Notices.** A party shall give notice to all parties by regular mail, facsimile, or personal delivery at the respective address given in this Lease or provided in writing hereafter.

H. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Lease. The courts in the State of Wyoming shall have jurisdiction over this Lease and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Lease.

I. **Governmental Immunity.** The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law. Reclamation does not waive and specifically retains its sovereign immunity and all other immunities provided by law.

J. **Compliance with Laws.** Lessee shall be aware of and comply with all applicable federal, state, and local laws, rules and regulations in force now or as may be promulgated or changed in the future.

K. **Third-Party Beneficiary.** The parties do not intend this Lease to create any third-party beneficiary.

L. **Indemnification.** Lessee shall indemnify, defend, and hold harmless County and Reclamation and their respective agents from any and all claims, lawsuits, losses, and liability arising out of Lessee's acts or omissions related to this Lease.

M. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Lease if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, earthquake, act of a public enemy, fire, flood, epidemic, quarantine, freight embargo, and unusually severe weather.

N. **Time.** Time is of the essence in performance of this Lease.

O. **Titles for Reference.** Titles of paragraphs in this Lease are for reference only and shall not be used to construe the language of this Lease.

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

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

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

NATRONA COUNTY

_____

Chair, Date
Board of County Commissioners

ATTEST:

_____

County Clerk Date

_____

Approved as to form
County Legal Department

*JANE DOE*

_____

Lessee Date

*JOHN DOE*

_____

Lessee Date

All correspondence shall be sent to the following mailing address:

_____

Address

_____

City, ST Zip

_____

Phone(s)

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

March 9, 2020

Mr. Robert L. Hendry, Chairman
Board of County Commissioners
200 N Center
Casper, WY, 82601

Dear Commissioner Hendry:

We are enclosing 2 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0004-062-2020 at the Casper-Natrona County International Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than April 30, 2020, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- All signatures must be made with blue or black ink; signature stamps will not be accepted.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer to our office. Please keep the other copy of the grant for your records.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress**. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at the end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Paulette Lugo is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Paulette Lugo at (303) 342-1256.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Marc Miller
Acting Manager, Denver Airports District Office

Enclosures

U.S. Department
of Transportation
Federal Aviation
Administration

# GRANT AGREEMENT

## PART I – OFFER

| | |
|---|---|
| Date of Offer | March 9, 2020 |
| Airport/Planning Area | Casper-Natrona County International Airport |
| AIP Grant Number | 3-56-0004-062-2020 (Contract No. DOT-FA20NM-1005) |
| DUNS Number | 09-276-6013 |

**TO:** County of Natrona, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application dated October 21,2019 and amended on February 3,2020, for a grant of Federal funds for a project at or associated with the Casper-Natrona County International Airport, which is included as part of this Grant Agreement; and

**WHEREAS,** the FAA has approved a project for the Casper-Natrona County International Airport (herein called the "Project") consisting of the following:

**Acquire Snow Removal Equipment (Multi-Task Equipment-Chassis, Plow, and Broom)**

which is more fully described in the Project Application.

**NOW THEREFORE,** according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $755,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $0 for planning;

   $755,000 for airport development or noise program implementation; and

   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before April 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. may not be increased for a planning project;

    B. may be increased by not more than 15 percent for development projects;

    C. may be increased by not more than 15 percent for a land project.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA, if requested.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2000, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

    A. Prohibition of Reprisals –

        1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

## SPECIAL CONDITIONS

24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the

project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26) and, if applicable, its ACDBE Program.

28. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
    A. House and maintain the equipment in a state of operational readiness on and for the airport;
    B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
    C. Restrict the vehicle to on-airport use only;
    D. Restrict the vehicle to the use for which it was intended; and
    E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

29. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

*(Signature)*

**Marc Miller**

*(Typed Name)*

**Acting Manager, Denver Airports District Office**

*(Title of FAA Official)*

## PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this _____ day of _____, _____.

**COUNTY OF NATRONA, WYOMING**

*(Name of Sponsor)*

*(Signature of Sponsor's Authorized Official)*

By: Robert L. Hendry

*(Printed Name of Sponsor's Authorized Official)*

Title: Chairman, Board of Natrona County Commission

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Eric K. Nelson, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Natrona County (location) this 13th day of February, 2020.

By Eric K Nelson

(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**RESOLUTION 07-20**

**RESOLUTION AUTHORIZING CASPER/NATRONA COUNTY INTERNATIONAL AIRPORT TO SELL AND LEASE PROPERTY**

**WHEREAS**, the Casper/Natrona County Airport Board of Trustees ("Trustees") is a body corporate formed pursuant to W.S. §10-5-202 and appointed by the Natrona County Board of County Commissioners ("BOCC"); and

**WHEREAS**, the Trustees are empowered to exercise those powers enumerated in W.S. §10-5-201 through W.S. §10-5-204; and

**WHEREAS**, the Trustees desire to enter into an agreement to sell a building and associated improvements located at 3600 Schulte Ave. currently owned by Natrona County; and

**WHEREAS,** the BOCC pursuant to W.S. §18-2-101(a)(iii) has the authority to sell or convey property owned by the County when it determines that it is in the best interests of the County; and

**WHEREAS,** the BOCC being duly apprised concurs and finds that it is in the best interest of Natrona County to sell the aforementioned property and to lease real property to it under the terms and conditions as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Natrona County hereby approves and authorizes the Casper/Natrona County Airport Board of Trustees to sell the building and associated property.

**BE IT FURTHER RESOLVED,** that the Casper/Natrona County Airport Board of Trustees is further authorized to enter into a lease agreement for the leasing of the real property described in Exhibit "A: and attached hereto under the terms and conditions as said Trustees deem appropriate, with the provision that will permit the lessee to encumber and grant a security interest in the leased premises and property located thereon to a bona fide lending institution and to assign said lease as collateral therefore.

Adopted this 17th day of March, 2020.

BOARD OF COUNTY COMMISSIONER
Natrona County, Wyoming

_____
Robert L. Hendry, Chairman

ATTEST:

_____
Tracy Good, County Clerk

APPROVED AS TO FORM

_____
Eric Nelson, County Attorney