



# NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA

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

Tuesday, May 5, 2020 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
Large Courtroom, 2<sup>nd</sup> Floor  
Teleconference: 235-9518

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ANNOUNCEMENT OF 2020-2021 SCHOLARSHIP RECIPIENTS**  
Grace Buhler  
Julia Burrows  
Nikita Gallegos
- V. APPROVAL OF CONSENT AGENDA**
- VI. PUBLIC COMMENTS**  
Your input is valuable. Please visit [www.natrona.net/publiccomment](http://www.natrona.net/publiccomment) and complete the interactive form with your name, address, phone number and a brief description of the subject matter. Upon submission, the information you provided will be delivered to our office. When the public comment period opens, you will be contacted by phone and placed on speaker to share your thoughts with the Commission. To avoid feedback, please mute your computer speakers. So that we can hear you clearly, please silence any other distractions. Tune into the Natrona County YouTube Channel and watch the meeting live. Please contact the County Commissioners' Office at (307) 235-9202 with any questions or if you do not have internet. Deadline for submission is 5:00 p.m. Monday, May 4<sup>th</sup>.
- VII. COMMISSIONER COMMENTS**
- VIII. ADJOURNMENT**

\*Agendas are subject to amendments\*



## Natrona County Commissioners

200 North Center, Room 115  
Casper, WY 82601  
Phone (307) 235-9202  
Fax (307) 235-9486

Paul Bertoglio  
Forrest Chadwick  
Robert Hendry  
Brook Kaufman  
Jim Milne

May 5, 2020

Ms. Grace Buhler  
1300 Trojan Drive  
Casper, WY 82609

RE: COUNTY COMMISSIONERS' SCHOLARSHIPS FOR 2020-2021

Dear Ms. Buhler,

The Natrona County Commissioners are pleased to inform you that you were chosen as this year's recipient of the County Commissioners Scholarship.

Please be advised a detailed and actual award letter will be coming from UW. You are also eligible to apply for a renewal of the scholarship next year.

Should you have any questions, please contact:

Scholarship Coordinator  
University of Wyoming  
Student Financial Aid  
P.O. Box 3335  
Laramie, WY 82071-3335  
(307) 766-3650

The Commissioners wish you the best in your academic career.

Sincerely,

Robert L. Hendry, Chairman  
Board of Natrona County Commissioners

RLH/mlm



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200 North Center, Room 115  
Casper, WY 82601  
Phone (307) 235-9202  
Fax (307) 235-9486

Paul Bertoglio  
Forrest Chadwick  
Robert Hendry  
Brook Kaufman  
Jim Milne

May 5, 2020

Ms. Julia Burrows  
951 Waterford Street  
Casper, WY 82609

RE: COUNTY COMMISSIONERS' SCHOLARSHIPS FOR 2020-2021

Dear Ms. Burrows,

The Natrona County Commissioners are pleased to inform you that you were chosen as this year's recipient of the County Commissioners Scholarship.

Please be advised a detailed and actual award letter will be coming from UW. You are also eligible to apply for a renewal of the scholarship next year.

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RLH/mlm



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Paul Bertoglio  
Forrest Chadwick  
Robert Hendry  
Brook Kaufman  
Jim Milne

May 5, 2020

Ms. Nikita Gallegos  
1807 South Jackson Street  
Casper, WY 82601

RE: COUNTY COMMISSIONERS' SCHOLARSHIPS FOR 2020-2021

Dear Ms. Gallegos,

The Natrona County Commissioners are pleased to inform you that you were chosen as this year's recipient of the County Commissioners Scholarship.

Please be advised a detailed and actual award letter will be coming from UW. You are also eligible to apply for a renewal of the scholarship next year.

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Sincerely,

Robert L. Hendry, Chairman  
Board of Natrona County Commissioners

RLH/mlm



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

**CONSENT AGENDA**

Tuesday, May 5, 2020 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
Large Courtroom, 2<sup>nd</sup> Floor  
Teleconference: 235-9518

- I. APPROVAL OF APRIL 21, 2020 MEETING MINUTES  
APPROVAL OF APRIL 28, 2020 SPECIAL MEETING MINUTES**
- II. APPROVAL OF BILLS \$177,898.57**
- III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**
  - A. Resolution 16-20 Establishing Election Districts.
  - B. Resolution 17-20 Designating NC Courthouse as Absentee Polling Place
  - C. Resolution 14-20 Naming Russell George Circle & Russell George Drive
  - D. 2020 Wildland Fire Management Annual Operating Plan
  - E. NC Construction Contract for Ponderosa Park Shelter – Ginsbach Construction, LLC \$45,516.75
  - F. CNFR Hosting sponsorship Agreement (2023-2027)
  - G. CARES ACT Airport Grant Agreement; Federal Award Offer Date: April 30, 2020; Airport/Planning Area: CNCIA; CARES Grant #: 3-56-0004-063-2020 (Contract No. DOT-FA20NM-K1032); Unique Entity Identifier: 96-276-6013(FAA Coronavirus Aid/Relief Economic Security Act.)
  - H. Resolution 15-20 Approving an Application for County Support for Improvement and Service Districts Submitted By the Big River Estates Improvement and Service District
- IV. STATEMENT OF EARNINGS:** Clerk of Court \$ 15,594.58; Development \$3,023.71; County Clerk \$91,195.50; Lake \$173,698.75; Parks \$90.00;
- V. TAXROLL CORRECTION 2019:** PRO-PARK ASSOCIATION \$-1794.55; HAYSTACK PROPERTIES \$229.32; HAYSTACK PROPERTIES \$-115.60; HAYSTACK PROPERTIES \$-133.02; HAYSTACK PROPERTIES \$- 81.49; HAYSTACK PROPERTIES \$- 148.55; HAYSTACK PROPERTIES \$- 188.27; HAYSTACK PROPERTIES \$-173.26; HAYSTACK PROPERTIES \$-178.58; HAYSTACK PROPERTIES \$-156.71; HAYSTACK PROPERTIES \$- 775.84; HAYSTACK PROPERTIES \$- 87.25; HAYSTACK PROPERTIES \$- 93.38; HAYSTACK PROPERTIES \$-99.86; HAYSTACK PROPERTIES \$-110.94; HAYSTACK PROPERTIES \$-113.05; HAYSTACK PROPERTIES \$- 118.74; HAYSTACK PROPERTIES \$- 127.77; HAYSTACK PROPERTIES \$- 140.60; HAYSTACK PROPERTIES \$-153.14; HAYSTACK PROPERTIES \$-132.87; HAYSTACK PROPERTIES \$-122.82; HAYSTACK PROPERTIES \$-141.99; HAYSTACK PROPERTIES \$-129.74; HAYSTACK PROPERTIES \$-146.43; HAYSTACK PROPERTIES \$-108.53; HAYSTACK PROPERTIES \$-119.90; HAYSTACK PROPERTIES \$-119.76; HAYSTACK PROPERTIES \$-119.76; HAYSTACK PROPERTIES \$-155.33; HAYSTACK PROPERTIES \$-126.76; HAYSTACK PROPERTIES \$-106.93; HAYSTACK PROPERTIES \$-109.19; HAYSTACK PROPERTIES \$-274.80; HAYSTACK PROPERTIES \$-3603.46

\*Agendas are subject to amendments\*

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
April 21, 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 Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, Commissioner Paul Bertoglio, County Attorney Eric Nelson and County Clerk Tracy Good.

**Consent Agenda:**

Commissioner Chadwick moved for approval of the Consent Agenda with the exception of item C. Amendment to Lease Agreement- The LAMAR Companies. Commissioner Bertoglio seconded the motion. Motion carried.

Commissioner Chadwick moved to approve the Amendment to Lease Agreement-The LAMAR Companies. Commissioner Bertoglio seconded the motion. Motion failed.

**Public Hearing:**

**A. Resolution 12-20 Transfer of Funds (TOF) Commissioner/County Attorney/CDC/County Clerk/Drug Court**

Clerk Good gave a brief report on the transfer of funds.

Chairman Hendry opened the public Hearing.

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

Commissioner Chadwick moved for approval of Resolution 12-20 Transfer of Funds. Commissioner Bertoglio seconded the motion. Motion carried.

**Public Comments:**

Chairman Hendry opened the floor to Public Comments. Hearing no 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 6:10 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:  
NATRONA COUNTY CLERK

\_\_\_\_\_  
Tracy Good

**BOARD OF COUNTY COMMISSIONERS**  
**MINUTES OF PROCEEDINGS**  
**April 28, 2020**

The special meeting of the Board of County Commissioners was brought to order at 1:00 p.m. by Chairman Hendry. Those in attendance were Commissioner Paul Bertoglio, Commissioner Jim Milne, Commissioner Forrest Chadwick, Commissioner Brook Kaufman, Eric Nelson, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

Commissioner Discussion-COVID19

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 3:33 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

\_\_\_\_\_  
Tracy Good

Newspaper listing for Bills 4/15/2020 through 4/28/2020

71 vendors listed

Total: \$ 177,898.57

12-24 CLUB INC \$2845.19	HARDEN, CHAD E \$5565.00
AIRGAS USA \$144.89	HIGH PLAINS POWER INC \$31.08
ALSCO \$357.51	KNIGHT PC \$1042.50
AMAZON CAPITAL SVCS \$135.20	KONE INC \$202.63
AMBI MAIL & MARKETING \$9247.54	M.A.D. TRANSPORTATION & TOWING \$2100.00
AMERIGAS - 5221 \$170.00	MAO PHARMACY INC \$15679.10
ARCA SEARCH CORPORATION \$500.00	MTN STATES LITHOGRAPHING \$43.85
ATLAS OFFICE PROD \$1966.42	MULLEN, ROBERT L \$630.00
AXIS FORENSIC TOXICOLOGY \$160.00	NATIONAL TEST SYS \$1426.50
BENNETT, THOMAS L MD \$7400.00	NORCO SEATTLE \$3963.37
BLACK HILLS ENERGY \$10726.22	OUTPATIENT RADIOLOGY \$326.76
BROWN LAW OFFICE P.C. \$5830.00	POST AND ASSOCIATES \$400.00
BUSTARD'S FUNERAL HOME INC \$1000.00	RMP \$29293.99
CASPER AREA CHAMBER COMMERCE \$75.00	SALT CREEK COMMUNITY \$224.56
CASPER CONTRACTOR'S SUPPLY INC \$205.68	SANNER, EMILY DBA SANNER IT \$870.67
CASPER MEDICAL IMAGING PC \$53.05	SCHENFISCH, GAIL P \$120.00
CASTEEL II, ROBERT S \$5610.00	SHAMROCK FOODS CO \$9965.02
CENTURYLINK \$1494.67	SKAGGS COMPANIES \$349.95
CITY OF CASPER \$5230.47	SOURCE OFFICE & TECHNOLOGY \$983.40
CIVIL ENGINEERING PROFESSIONALS \$375.00	SPECTRUM \$471.39
COCA-COLA BOTTLING CO \$30.50	THE MASTER'S TOUCH \$18419.26
CONVERSE COUNTY SO \$1860.00	THOMSON REUTERS \$640.76
COTTON, TIMOTHY C PC \$7324.31	UNITED STATES POSTAL SVC \$200.00
COWBOY AUTO SPA \$61.61	UNIVERSITY OF WY FAMILY MEDICINE \$199.00
COWBOY CHEMICAL \$999.00	URGENT CARE OF CASPER \$75.00
CRUM ELECTRIC SUPPLY CO \$81.74	US FOODS \$2462.82
CST \$493.80	WASTE CONNECTIONS OF WY \$211.71
DECKER AUTO GLASS \$637.32	WEAR PARTS INC \$126.40
DEWITT WATER SYS \$119.50	WILLOUGHBY, PHILLIP T. \$9250.00
DIAMOND VOGEL PAINT CENTER-CASPER \$198.95	WIMACTEL INC \$154.00
DRIVEN POWER SPORTS INC \$82.49	WONDER WASH \$18.90
DRUG TESTING SVCS NC \$274.00	WOOD, CINDI ATTNY AT LAW \$5731.75
EXCEPTIONAL CLEANING SVC \$400.00	WY DOOR SVC \$105.60
FASTENAL CO \$165.04	WY OTOLARYNGOLOGY PC \$316.00
FIRST CALL COMMUNICATIONS \$42.50	

**RESOLUTION ESTABLISHING ELECTION DISTRICTS**

**WHEREAS**, the Board of County Commissioners is required by W.S. §22-7-101 to divide the county into not more than thirty elections districts which shall be designated by numbers, at its first meeting of each general election year; and

**WHEREAS**, W.S. §22-7-103 provides that the board of county commissioners shall be guided by the interest and convenience of the greatest number of electors involved, that election districts municipalities or wards therein, and school and community college trustee residence areas; and

**WHEREAS**, Tracy Good, Natrona County Clerk, has recommended that Natrona county be divided into twelve (12) districts, as shown on the attached list designated, "Polling Places, Natrona County, Wyoming"; and

**WHEREAS**, the Board finds that the proposed districts meet the interest and convenience of the greatest number of electors in the county.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board of County Commissioners of Natrona County Wyoming, established the election districts as shown by the attached Polling Places, Natrona County, Wyoming" for this election year.

DATED this 5th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:

\_\_\_\_\_  
Tracy Good, County Clerk

Approved as to form:

  
Eric K. Nelson

RESOLUTION 17-20

**RESOLUTION DESIGNATING ABSENTEE POLLING PLACE**

**WHEREAS**, the Board of County Commissioners pursuant to W.S. §22-9-125 may elect alternative procedures for casting, collecting and counting absentee ballots; and

**WHEREAS**, pursuant to W.S. §22-9-125 the Board of County Commissioners may direct that an absentee polling place be established in the courthouse or other public building which is equipped to accommodate voters from all districts and precincts within the county and shall be open the same hours as the court house; and

**WHEREAS**, in the case of electronic voting systems, the ballots may be tabulated automatically and the ballot counts shall be entered at the designated counting center at the time the polls close on election day; and

**WHEREAS**, electioneering within 100 yards of the public building used for absentee voting shall be prohibited. Electioneering is defined by W. S. §22-16-113 as any form of campaigning, including the display of campaign signs or distribution of campaign literature, the soliciting of signatures to any petition or canvassing or polling of voters, except exit polling by news media..

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board of County Commissioners of Natrona County Wyoming hereby designate the Natrona County Courthouse, located at 200 N. Center Street, Casper, Wyoming as the absentee polling place for all subsequent elections after May 5, 2020, until such time as the Board of County Commissioners determines to use a different alternative procedure.

DATED this 5th day of May, 2020.

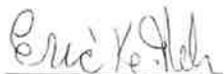
BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:

\_\_\_\_\_  
Tracy Good, County Clerk

Approved as to form:

  
Eric K. Nelson

RESOLUTION NO. 14-20

RESOLUTION NAMING RUSSELL GEORGE CIRCLE & RUSSELL GEORGE DRIVE

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**WHEREAS**, the Board of County Commissioners of Natrona County, Wyoming; approved on May 4, 2010 a pre-approved road name list, so that road names may be assigned more efficiently and allowed for historical names or significance; and

**WHEREAS**, the Board of County Commissioners of Natrona County, Wyoming, received a request to rename a portion of road from Grease Wood Drive to Russell George Drive and name an un-named portion of road to Russell George Circle; and

**WHEREAS**, the Board received public comment in favor of renaming of this road and no comments in opposition were received; and

**WHEREAS**, the portion of road to be re-named from Grease Wood Drive to Russell George Drive is a 60' road easement running east to west, The un-named portion of road to be named Russell George Circle is a 60' road easement running north to south, as platted in Antelope Hills Estates No. 2.

**NOW, THEREFORE**, the Board of County Commissioners of Natrona County, Wyoming, hereby rename Grease Wood Drive to Russell George Drive, and name an un-named portion to Russell George Circle (Exhibit A), and further orders that it be reflected henceforth on maps and county addressing issued by Natrona County.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of May, 2020.

**BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming**

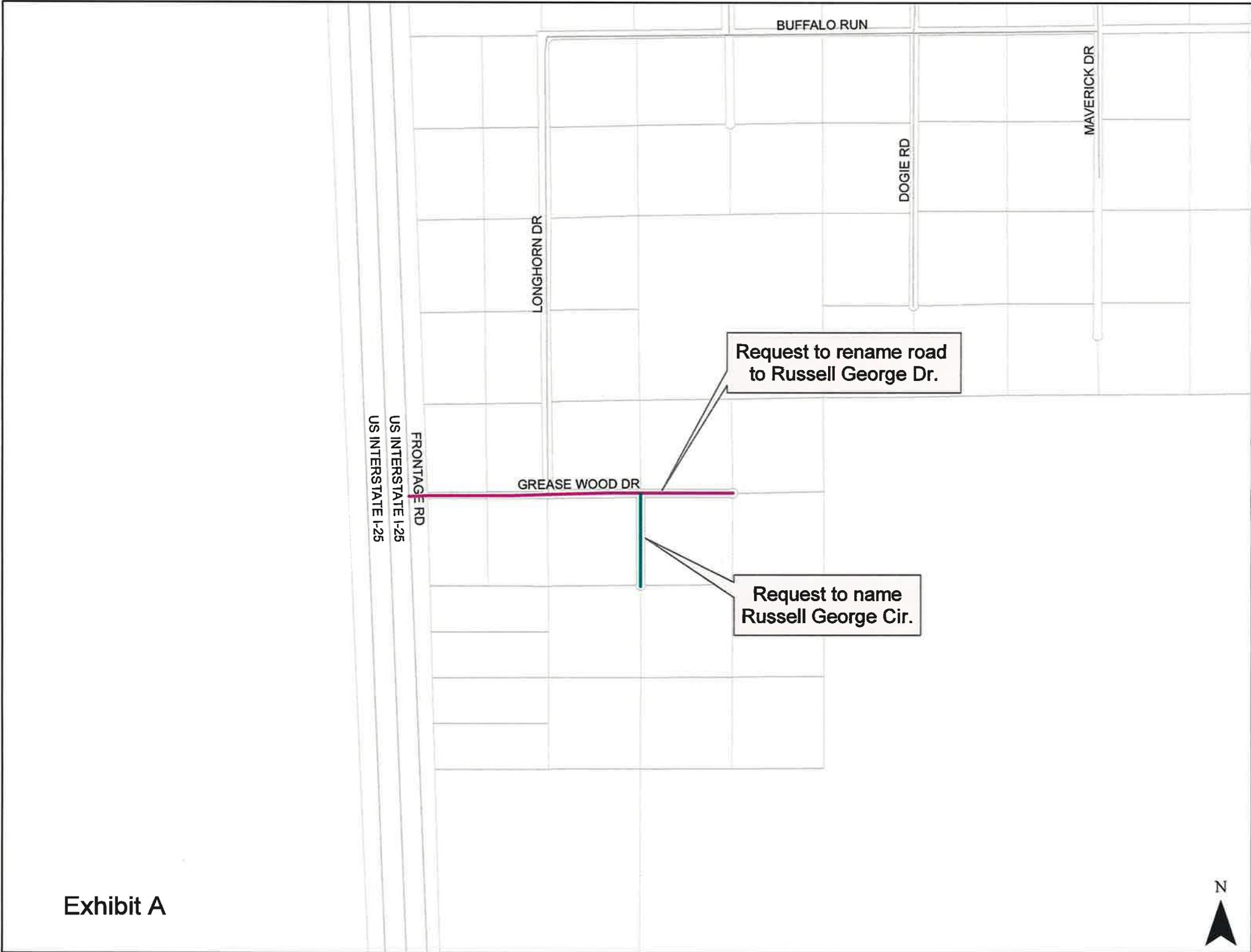
\_\_\_\_\_  
**Robert L. Hendry, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Tracy Good, County Clerk**

**APPROVED AS TO FORM:**

Eric K. Nelson  
**Eric K. Nelson, County Attorney**



BUFFALO RUN

MAVERICK DR

DOGIE RD

LONGHORN DR

FRONTAGE RD  
US INTERSTATE 1-25  
US INTERSTATE 1-25

GREASE WOOD DR

Request to rename road to Russell George Dr.

Request to name Russell George Cir.

Exhibit A



**2020**  
**WILDLAND FIRE MANAGEMENT**  
**ANNUAL OPERATING PLAN**

**PREAMBLE**

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service 11-FI-11020000-020, USDI Bureau of Land Management BLM-MOU-WY-930-1202, USDI National Park Service 12491200001, USDI Bureau of Indian Affairs A12MA00028 and the USDI Fish and Wildlife Service 14-48-FF06R03000-12-K001.

**PURPOSE**

This is a Sub-Geographic Area Annual Operating Plan (AOP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The AOP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments A, B, C, D, and E, District Specific Procedures, which are incorporated herein by this reference. Signatories to this AOP agree to the procedures applicable across the State and to those applicable to their specific district.

**RECITALS**

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

## INTERAGENCY COOPERATION

### **Interagency Dispatch Centers:**

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see individual district attachments.

### **Mobilization Process for State and County Resources:**

When resources, stated in current dispatch ordering system, are ordered from their local dispatch center for initial attack, it is their responsibility to notify their respective Interagency Dispatch Center of their assignment. It is also their responsibility to notify the respective Interagency Center when they return home.

### **Standards:**

#### Non-Federal Firefighter Qualifications:

1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
2. Except for County to County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions are in accordance with the Wyoming Redcard Manual.

Federal Agencies will ensure the following minimum required elements are included in the agreement:

1. Local fire department personnel responding to incidents on Federal lands must:
  - a. Be 18 years of age or older
  - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.7);
  - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

2. Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware).
3. The Incident Command System (ICS) will be used to manage all incidents.

The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

## **PREPAREDNESS**

### **Protection Areas and Boundaries:**

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

### **Wyoming State Forestry Division (WSFD):**

WSFD shall assume cost of its non-aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

1. WSFD may assume the cost of the aircraft daily availability at the discretion of the WSFD Duty Officer
2. To promote safe and aggressive initial attack, fires on all jurisdiction that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack may still be billed to the incident during this time.
3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD may seek reimbursement for costs associated with the Wyoming State Helitack.
4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.
5. Unless noted otherwise on a cost share agreement.

### **Agreements/MOUs for Fire Suppression Responsibilities:**

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Annual Operating Plan. Entities providing this protection may represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e. mutual aid periods, etc.). All signatories to this Annual Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU.

**Joint Projects and Project Plans:**

On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

**Fire Prevention/Education/Mitigation:**

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

**Fire Restrictions:**

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

**Prescribed Fire (Planned Ignitions) and Fuels Management:**

1. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
2. Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The

responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.

3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.

### **Smoke Management:**

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

## **OPERATIONS**

### **Fire Notifications and Reporting:**

All fires and initial action on or near State or Federal land under the protection of an Entity to this agreement will be reported as soon as possible to the protecting Entity through the appropriate Interagency Dispatch Center and further instructions agreed upon. The appropriate Interagency Dispatch Center will in turn, notify the appropriate Entity of all fires within their respective fire District boundaries.

### **Initial Attack:**

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or what is mutually agreed upon between those entities first arriving to the incident. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

### **Independent Action on Lands Protected by Another Entity:**

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

### **Special Management Considerations:**

#### Heavy Equipment Use

Heavy equipment use provisions will be defined in County attachments as guidelines differ across the State.

#### Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that human life or safety is threatened and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

#### Special Lands Designations

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

### **Decision Process:**

#### Escaped Fires or Fires Threatening Other Jurisdictions

Field personnel involved in fire suppression action will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled

by the initial attack Entity to represent the jurisdictional Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see the directory in (Attachment A, B, C, D, and E)

1. Guidelines for assembling the Unit Administrator Group:

- a. A wildland fire that escapes initial attack or threatens other jurisdiction .
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

2. The Unit Administrator Group's functions is:

- a. To participate in development and approval of wildfire decision documents for managing a fire incident.
- b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
- c. To prepare a Delegation of Authority for Line Officer(s) signature.
- d. To act as the representative for the respective Entity.
- e. To develop incident management objectives and agree on management actions needed.
- f. To initiate a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
- g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
  - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
  - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

**Delegation of Authority:**

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdiction and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relation to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Annual Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and

transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

**Preservation of Evidence/Fire Cause Determination:**

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

**REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

**Cost Share Agreement:**

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to fire being declared controlled and negotiated on a case by case basis

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e. For the sake of this cost share agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

**Private Lands:**

Costs associated with the protection of privately owned land and structures are the responsibility of the local Entity that has jurisdiction for the private property.

**Federal Lands w/Private Structures:**

The protection of privately owned structures on federal lands are the responsibility of the local Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local Entity include actions taken directly on the structure or the immediate area surrounding structure. The federal agencies will be responsible for cost associated with keeping the fire from reaching the structures.

Entities that elect not to suppress an ignition with intent to manage the fire for resource benefits are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated with the other affected jurisdiction.

For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for resource benefit objectives, Entities should follow the standard cost share principles and many need to develop additional cost share agreements based on changes in the situation and objectives.

The local Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the local Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants; sprinkler on roofs, etc.

#### **State Trust Lands w/Private Structures:**

The protection of privately owned structures on state trust lands are the responsibility of the local fire service Entity that has jurisdiction for the private structures. Structure protection responsibilities of the local fire service Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures.

#### **Training:**

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

#### **Communication Systems:**

Communication frequencies to be used for initial attack are included in each district's attachment.

All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division.

All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only.

**Aviation Operations:**

1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under "Special Management Considerations" of this plan.
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established with dispatch.
4. Aviation use will be requested through the appropriate interagency dispatch center.

**Billing Procedures:**

A. Out of State:

1. Federal Agencies will not bill each other for fire suppression. See Section C for State and County billings.
2. When non-federal resources respond to incidents outside the State of Wyoming, a bill should be submitted to WSFD Headquarters.
3. Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the Forest Service under these qualifying conditions:
  - I. When non-federal resources respond to incidents which are outside the State of Wyoming but are within USDA Forest Service Jurisdiction.
  - II. When the USDA Forest Service is the Lead Agency for Payment.

All completed bills will then be sent to the appropriate Forest Service at the address listed in Section C.

4. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in Section C.
5. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.
6. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
7. Fire Cost Meeting: The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.
8. All supporting Entities are subject to examination and audit for 3 years after final payment.
9. In order to receive EFT payments, Wyoming counties shall register in SAM, [www.sam.gov](http://www.sam.gov), and follow the instructions on line.

B. In-State:

1. When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill either: WSFD or the protecting host unit.
2. When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies may submit their individual billings to the County and the County will reimburse each individual Agency.

3. Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

C. Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be submitted to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to Wyoming State Forestry Division will be submitted to:

Wyoming State Forestry Division  
Headquarters Office  
5500 Bishop Blvd.  
Cheyenne, WY 82002

All bills for services provided to a County in Wyoming:

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the Bureau of Reclamation will be mailed to:

Scott Hettinger  
Environmental Division Manager  
Bureau of Reclamation, Dakotas Area Office  
P.O. Box 1017  
Bismarck, ND 58502

All bills for services provided to the Rocky Mountain Region – Forest Service will be mailed to:

USDA Forest Service, Rocky Mountain Region  
Attn: Incident Business – Regional Budget Office  
1617 Cole Boulevard, Building 17  
Lakewood, CO 80401-3305

All bills for services provided to the Intermountain Region – Forest Service will be mailed to:

USDA Forest Service, Intermountain Region  
Attn: Incident Business – Regional Budget Office  
324 25<sup>th</sup> Street  
Ogden, UT 84401

All bills for services provided **out of state** to the DOI Department of Interior/BLM will be mailed to:

BLM Wyoming State office  
Attn: Fire Program Analyst  
PO Box 1828  
5353 Yellowstone Road  
Cheyenne, WY 82009

All bills for services provided **in state** to the DOI Department of Interior/BLM will be mailed to appropriate BLM WY District:

BLM High Plains District  
Attention: Fire Management Officer  
2987 Prospector Drive  
Casper, WY 82604

BLM Wind River/Bighorn Basin District  
Attention: Fire Business Specialist  
101 S. 23rd Street  
PO Box 119  
Worland, WY 82401

BLM High Desert District  
Attention: Fire Business Specialist  
280 Highway 191 North  
Rock Springs, WY 82901

All bills for services provided to the DOI Department of Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region  
Attn: Fire Budget Analyst  
12795 W. Alameda Parkway  
Lakewood, CO 80228

All bills for services provided to the DOI Department of Interior/BIA will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region  
Branch of Fire & Forestry  
Attn: Budget Analyst  
2021 4<sup>th</sup> Avenue North  
Billings, MT 59101

All bills for services provided to the DOI Department of Interior/FWS will be mailed to:

US Fish & Wildlife Service  
Mountain Prairie Region 6  
134 Union Blvd, Suite 300  
Lakewood, CO 80226

- D. The non-federal Entities of Wyoming are cooperators, not contractors. Reference the Wyoming Wildland Fire Resource Mobilization Guide (Mini Mob Guide) for Wyoming Firefighters Pay Plan and Equipment Use Rates. Emergency Equipment Rental Agreements will only be executed for equipment not listed above .
- E. The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.
- F. Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.
- G. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal Entities will submit unpaid obligatory figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid obligatory figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.

H. Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

**Fire Time Reports, OF-288**  
**Summary of travel charges**  
**Equipment Use Invoice and Daily Shift Tickets**  
**Credit card bill, list of purchases**  
**Cost Share Agreement, when applicable**  
**Copy of Resource Order**

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

**Shielah Esterholdt**  
**Wyoming State Forestry Division**  
**5500 Bishop Blvd.**  
**Cheyenne, WY 82002**

**Cost Recovery:**

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages.

## GENERAL PROVISIONS

### **Personnel Policy:**

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

### **Modifications:**

Modifications within the scope of this Agreement shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20 day notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

### **Annual Review:**

This Annual Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

### **Duration of Agreement:**

This Annual Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

### **Sovereign Immunity:**

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

## **ATTACHMENT B - DISTRICT 2**

This Plan is between the USDI Bureau of Land Management (BLM) High Plains District, High Desert District & Wind River/Bighorn Basin District, USDA Forest Service (USFS) Medicine Bow/Routt National Forests and Thunder Basin National Grassland, USDI US Fish & Wildlife Service (USFWS), National Park Service (NPS), Wyoming State Forestry Division (WSFD), Converse County, Goshen County, Natrona County, Natrona County Fire Protection District and Casper Mountain Fire District, City of Casper, Town of Bar Nunn, Town of Evansville, Town of Mills, the Wyoming Military Department-Camp Guernsey, Albany County, Albany County Fire District #1, Town of Rock River, City of Laramie, Carbon County, City of Rawlins, Laramie County Fire District #1, Laramie County Fire District #2, Laramie County Fire District #3, Laramie County Fire District #4, Laramie County Fire District #5, Laramie County Fire District #6, Laramie County Fire District #8, Laramie County Fire District #9, Laramie County Fire District #10, Laramie County, Platte County, Platte County Fire District 1F, Platte County District 2F, Guernsey Rural Fire District, Chugwater Fire Protection District and Antelope Gap Rural Fire District.

### **Interagency Dispatch Centers:**

1. The Entities agree to participate in the neighborhood dispatch system. The Entities give authority to the dispatch center to provide the services required in support of the appropriate center's charter and operating plan. For specifics, see the dispatch center plans.
2. For fires on or near State, BLM, USFS, USFWS & NPS ownership, Casper Interagency Dispatch Center will be used for the dispatch contact. For fires located in southwestern Natrona county and northwestern Carbon county that fall under BLM Wind River/Bighorn Basin District jurisdiction Cody Interagency Dispatch Center will be notified. Fire dispatch on private lands and within the incorporated boundaries of cities and towns will be conducted utilizing protocols and procedures adopted by the local Jurisdictional Entity.

### **PREPAREDNESS**

#### **Description of reciprocal fire protection zone:**

1. Within the reciprocal fire protection zone, each Entity shall assume its own full cost of expenditures until the reciprocal period described below expires, following the initial report of the fire to the jurisdictional Entity, with the exception of WSFD as described in the Sub Geographical Agreement. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.

2. All lands party to this agreement are considered a reciprocal fire protection zone, with the exception of Wyoming State Park (not located in Platte County) & Bureau of Reclamation lands.
3. Following the initial report of the fire to the jurisdictional Entity, and within the reciprocal fire protection zones, each Entity, with the exception of WSFD as described in the Sub Geographical Agreement, shall assume its own full cost of expenditures for the first operational period (midnight) following the initial report of the fires to the jurisdictional entity.
4. Costs incurred after the reciprocal fire protection period ends will be reimbursed by the protecting Entity. The protecting Entity will be determined as soon as possible. All fires will be reported to the protecting Entity.
5. For all wildfires on Bureau of Reclamation administered land, bills will be sent to the local BOR office  
  
For all wildfires on State Parks administered land, bills should go to the Agency with surface jurisdiction.
6. In all counties with BOR lands entities will notify the BOR Agency Administrator as listed in Attachment B-2 "Call List" as soon as possible when Initial Attack is not sufficient to control a fire.
7. Reciprocal protection is not construed as an automatic commitment for the maximum reciprocal fire protection period for each county listed above. Therefore, priority will be given to the release of a supporting Entity when it is mutually agreed upon by the initial attack forces that the fire situation is such that the protecting Entity's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting Entity will render support to the supporting Entity to include but not limited to food, water, and additional forces to expedite release of the supporting Entity in advance of the maximum reciprocal fire protection period for each county, as listed above.
8. For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident. (i.e. For the sake of this agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

Reimbursable Fire Protection Services:

1. All counties, with the exception of Wyoming State Park & Bureau of Reclamation lands, are considered as a reimbursable protection zone after the first operational period (midnight) of reciprocal protection. All Wyoming State Park and Bureau of

Reclamation lands are fully reimbursable upon the initial report of the fire.

2. All counties party to this agreement are considered as a reimbursable fire protection zone after the end of first operational period (midnight) of reciprocal protection.
3. For any fires on State Park Lands located in all counties party to this agreement, State Parks administrative office will be contacted as soon as possible. State Parks contact information is listed in Attachment B-2 “Call List” of this AOP.

## **OPERATIONS**

### Special Management Considerations:

#### **Federal Partners Party to this Agreement**

All unplanned fires on federal land require a response and a decision. This is best communicated with clear objectives and an “incident strategy”. The incident strategy is based on the following criteria:

- Should lead to meeting the objectives
- Risk to firefighters (Life First Concepts/Risk Management – probability and the consequences of fire impacting values at risk vs. the risk to firefighters put in place to mitigate the risk of fire impacting values.)
- Fuels, Weather and Topography influencing the fire and the anticipated spread of the fire
- Values truly at Risk: Communities, Infrastructure, Watersheds, Social, Ecological, Cultural, etc.
- Partner agencies and their objectives (if the fire is or is expected to be multi-jurisdictional)
- Cost of meeting objectives
- Smoke Management: Coordination with the States and monitoring
- Desired conditions (outlined in the Land Management Plan Objectives or other documents)
- Resource Availability
- Fire modelling Tools
- Seasonality – duration of fire/change in conditions

Agency Administrators and Fire Managers assess the criteria above and then develop a strategy to successfully manage the fire, and meet objectives. The strategy may use natural barriers, changes in weather, fuel changes or rely heavily on the efforts of firefighters and aircraft. It could be a combination of all these elements (and usually is).

#### **Fire Operations Guidance in Bark Beetle Killed Stands – USFS/ R2**

Due to altered fuel conditions, personnel operating within the bark beetle environment should be aware of the imminent danger presented by dead and dying trees, falling at an

increasing rate across a broad forested landscape.

### **Purpose and Intent**

Fire Operations Guidance is mindful of Foundational Fire Suppression Doctrine in the Forest Service. The first principle is: No resource or facility is worth the loss of human life, however, the wildland fire suppression environment is complex and possesses inherent hazards that can---even with reasonable mitigation---result in harm to firefighters engaged in fire suppression operations. In recognition of this fact, we are committed to the aggressive management of risk.

This guidance provides a collection of potential hazards unique to bark beetle forests, including appropriate practices that have evolved over time within the wildland fire service. It does not provide absolute solutions to the unlimited number of situations that could occur.

This guidance within bark beetle stands was provided with the intention of being used in conjunction with existing fire risk management documents. No further protocols or rules are necessary to make informed risk management decisions for fire operations in bark beetle stands.

The following hazard guidance is provided:

### **Tactical Hazards**

- Withdrawal and/or reassessment should be considered if any of the following are present:
  - o Thunderstorms in the immediate vicinity.
  
  - o Wind speeds are strong enough that canopy movement is observed (consider that wind speeds at eye level in sheltered areas may not indicate the much greater winds aloft).
  
  - o Reliable communication cannot be established with the appropriate Dispatch Center and remain in place 24/7 when resources are engaged.
  
- Due to limited ingress or egress in remote areas or in terrain without vantage points, consider using an aerial platform for risk assessment and size up.

### **Potential Fire Behavior Hazards**

- Due to increased potential of extreme fire behavior, when ERCs approach the 90th percentile, air reconnaissance should be on scene within 1 hour of detection.
  
- The following situations, though possible on any wildfire, may be accentuated in bark beetle stands:
  - o Accelerated transition to crown fire (when needles are present)
  - o Increased rate of spread (surface fire)
  - o Resistance to control (heavy dead and down)
  - o Frequent spotting, including long range (>.25 miles)

**Other Considerations**

On Mortenson and Hutton Lake NWR's, all use of fire retardant or other suppression chemicals will require prior approval from the Project Leader or alternate due to Threatened and Endangered species concerns with the Wyoming Toad. If there is any discharge of fire suppression chemicals into the water sources for these two locations, then the Project Leader or alternate will be notified immediately.

**Entirety of Agreement:**

This Agreement consisting of 61 pages, the current Wyoming Wildland Fire Resource Mobilization Guide, and interagency dispatch operating plans represents the entire and integrated Agreement between the Entities.

## **DISTRICT 2 AOP DIRECTORY**

Listed below are the Entity positions in order of authority for decisions within each Entity. For purpose of notification, request of assistance, approval of retardant or equipment use, and for representatives for the Unit Administrator Group use the call list which is arranged according to the order each Entity wants their representatives called. Each Entity representative will be responsible to follow the proper procedure for their Entity. **Federal firefighter ICS can request retardant on Federal lands without approval.**

**Bureau of Land Management Lands** - District Fire Management Officer or their designated representative.

**State Trust Lands** - Assistant State Forester - Fire Management Officer/District Forester/or their designated representative.

**National Forest Service Lands** - District Ranger/Forest Fire Management Officer or their designated representative.

**National Park Service Lands** - Fire Management Officer/Superintendent or their designated representative.

**U.S. Fish & Wildlife Service Lands** - Manager or their designated representative.

**Bureau of Reclamation Lands** – BOR Agency Administrator or 24 hour control center, unless BOR parcel is administered by a State Park.

**State Park Lands** – Agency Administrator or their designated representative.

**Private Lands** - County Fire Warden, Assistant Fire Warden, County Commissioner/ District Fire Board/ or their designated representative.

**City of Casper Lands** – City Manager or their designated representative

**Camp Guernsey, Wyoming Military Department Lands** – Camp Guernsey Fire Chief / Fire Officer/ Department of Emergency Services / Department of Public Works or their designated representative

**CALL LIST**

**BUREAU OF LAND MANAGEMENT**

**CASPER FIRE DISPATCH**

(Also Smokebusters)

**Phone Number**

1-800-295-9952

Center Manager - Bill Roach

O: 307-233-1145

C: 435-590-8358

Assistant Center Manager - Josh Schake

O: 307-233-1147

Assistant Center Manager - Gary Batchelder

O: 307-233-1146

C: 970-215-1520

Aviation - Kyle Adams

O: 307-223-1155

**HIGH PLAINS DISTRICT**

Fire Management Officer - Kirk Strom

O: 307-261-7690

C: 307-215-4392

H: 307-620-9039

Assistant Fire Management Officer - Craig Short

O: 307-261-7690

C: 307-262-2840

Assistant Fire Management Officer - Eric Chapman

O: 307-261-7512

C: 307-247-0939

Casper Field Manager - Lonie Bagley

O: 307-261-7776

C: 307-622-6956

Associate District Manager - Ben Begalke

O: 307-261-7559

C: 307-262-9974

District Manager - Kevin Christensen

O: 307-261-7777

C: 307-277-1873

**HIGH DESERT DISTRICT**

Fire Management Officer - Frank Keeler

O: 307-352-0282

C: 307-350-6994

Assistant Fire Management Officer - John Ziegler

O: 307-352-0236

C: 307-350-6996

Assistant Fire Management Officer - Mike Wengert

O: 307-352-0217

C: 307-250-3027

Rawlins Field Manager - Dennis Carpenter

O: 307-328-4209

C: 307-320-5319

H: 307-328-1667

District Manager - Tim Wakefield C: 307-389-6491  
H: 307-352-0202

**CODY FIRE DISPATCH**

1-800-295-9954

Center Manager - Cathy Hutton O: 307-578-5740

Assistant Center Manager - Katie Williamson O: 307-578-5740

**WIND RIVER/BIGHORN BASIN DISTRICT**

Fire Management Officer - Rich Zimmerlee O: 307-347-5188  
C: 307-921-2388

Assistant Fire Management Officer - Vacant O: 307-322-8472  
C: ?

Assistant Fire Management Officer - Rance Neighbors O: 307-347-5148  
C: 307-431-9879

Lander Field Manager - John Elliott O: 307-332-8400  
C: 307-431-9352

District Manager - Kim Liebhauser O: 307-347-5100

**MEDICINE BOW NATIONAL FOREST**

**SUPERVISOR'S OFFICE**

Forest Fire Manager Officer - Jay Miller O: 307-745-2415  
C: 307-399-1422  
H: 307-745-8400

Deputy Fire Staff Officer - Nicole Bresnahan O: 307-745-2365  
C: 307-760-0284

Forset Supervisor - Russell Bacon O: 307-745-2400  
C: 970-596-0886

**NORTH ZONE - DOUGLAS DISTRICT**

Fire Management Officer - Klayton "Shay" Rogge O: 307-358-7119  
C: 307-359-8963

Assistant Fire Management Officer - Operations - Brandon Selk O: 307-358-7118  
C: 605-645-3865

Assitant Fire Management Officer - Fuels - Nick Collard O: 307-358-7117

C: 970-688-0079

District Ranger - Rob Robertson

O: 307-358-7101

C: 307-345-1520

Black Mountain Lookout Tower

O: 307-351-2502

**CENTRAL ZONE - LARAMIE & BRUSH CREEK/HAYDEN RANGER DISTRICTS**

Fire Management Officer - Floyd Gallegos

O: 307-745-2373

C: 775-217-1670

Assistant Fire Management Officer -  
Casey Cheesbrough

O: 307-326-2517

C: 307-399-2689

Laramie District Ranger - Frank Romero

O: 307-745-2337

C: 307-760-8820

Brush Creek/Hayden Ranger District Ranger - Jason Armbruster

O: 307-326-2501

C: 970-462-8456

**UNITED STATES FISH AND WILDLIFE SERVICE**

**MORTENSON, HUTTON LAKE, AND BAMFORTH  
NATIONAL WILDLIFE REFUGE SERVICES**

Refuge Manager - Tara Wertz  
Arapahoe NWR Complex

O: 970-723-8202 Ext. 3

C: 970-398-1117

Rocky Basin FMZ FMO - Tracy Swenson

O: 435-734-6449

C: 435-740-0572

Rocky Basin FMZ AFMO - Erik Haberstick

O: 435-734-6421

C: 435-881-5715

**BUREAU OF RECLAMATION**

Area Manager - Carlie Ronca

O: 307-261-5648

Resources Mgt. Division Chief - Mahonri Williams

O: 307-261-5624

Chief of Land Management - Cordell Perkins

O: 307-261-5675

Natural Resource Specialist - Jay Dallman

O: 307-261-5608

24 Hour Control Center

O: 307-261-5670

**NATIONAL PARK SERVICE**

**FORT LARAMIE NATIONAL HISTORIC SITE**

Superintendent - Mark Davison

O: 307-837-2221 Ext. 3004

**WYOMING MILITARY DEPARTMENT**

**CAMP GUERNSEY**

Camp Guernsey Fire Dept. Fire Chief - Alan Baldy

WC: 307-772-1235

PC: 435-830-6867

Camp Guernsey Fire Dept. Assistant Fire Chief - Chad E. Brush

O: 307-836-7717

C: 307-315-3902

Commanding Officer - Captain Joel Grandfield

O: 307-836-7605

C: 307-286-3035

**WYOMING STATE FORESTRY DIVISION**

District Forester - Bryan Anderson

O: 307-234-6116

C: 307-631-8347

H: 307-234-5234

Assistant District Forester - Travis Pardue

C: 307-286-6945

Fire Management Officer - Anthony Schultz

O: 307-777-3368

C: 307-286-6315

Assistant Fire Management Officer - Chris Fallbeck

O: 307-777-8017

C: 307-631-2394

Fire Operations Specialist - Aviation - Ryan Morgan

C: 307-275-6840

Fire Duty Officer Contact Number

307-777-5566

**PRIVATE LANDS**

**ALBANY COUNTY**

Laramie Dispatch

O: 307-721-2526

Fire Warden - Chad Dinges

O: 307-721-1885

C: 307-760-3641

Assistant County Fire Warden - Robert Clark Jr.

C: 307-331-5815

**Albany County Commissioners**

Commissioner - Terri Jones

C: 307-760-7878

Chariman - Tim Chesnut C: 307-760-5171

Commissioner - Herber Richardson O: 307-760-0448

Albany County Clerk O: 307-721-2541

**Albany County Fire District #1**

Board President - Art Sigel C: 307-399-3400

Board Secretary - Jon Essley C: 307-761-0091

Board Treasurer - Joe Witt H: 307-721-9010

**GARRETT FIRE ZONE**

Zone Warden - Steve Shivy C: 307-760-0664

Sec/Treasurer - Carson Anderson H: 307-331-8150

**LARAMIE PEAK FIRE ZONE**

Zone Warden: Bob Shoemaker C: 307-331-3691

Assistant Zone Warden: Lynn Todd C: 307-760-6129  
H: 307-322-3188

**LARAMIE FIRE DEPARTMENT**

Fire Chief - Dan Johnson O: 307-721-5302  
C: 307-760-6129

Wildland Coordinator - Justin Cowger O: 307-721-5332  
C: 307-760-7275

On Duty Shift Commander C: 307-721-5332

**ROCK RIVER FIRE DEPARTMENT**

Fire Chief - Ricky Stricklin C: 307-460-8441

Assistant Fire Chief - John Chase C: 307-343-2005

**SYBILLE VOLUNTEER FIRE DEPARTMENT**

Fire Chief - John Wilson C: 307-331-5267  
H: 307-322-2863

Assistant Fire Chief - Sean Kennedy C: 307-331-3369  
H: 307-322-3810

**CARBON COUNTY**

County Fire Warden/Rawlins Fire Chief - John Rutherford C: 307-320-7964  
H: 307-324-0037

Deputy County Fire Warden - Ron Brown C: 307-920-0804

Fire Station (Non-Emergency) O: 307-328-2721

Carbon County Sheriff's Department O: 307-324-2776

**CONVERSE COUNTY**

County Fire Warden - Tom Reed O: 307-358-2118  
C: 307-351-7694  
H: 307-351-2696

Deputy County Fire Warden - Travis Wills C: 307-351-0206  
H: 307-358-3535

Chairman County Commissioners - Rob Short O: 307-262-6977  
H: 307-436-2421

Converse County Sheriff's Office O: 307-358-4700

Zone 1: Zone Warden - Monte Reed C: 307-351-0537

Zone 2: Zone Warden - Mark Horr C: 307-351-4414  
H: 307-351-1122

Zone 3: Zone Warden - Joe Rankin C: 307-351-5382  
H: 307-358-5382

Zone 4: Zone Warden - Shawn Daly H: 307-358-6007  
C: 307-351-6007

Zone 5: Zone Warden - Thad Isenberger H: 307-351-1093

Zone 6: Zone Warden - Rick Grant C: 307-262-6977  
H: 307-436-2421

Zone 7: Glenrock Fire Chief - Rob Brewer Fire Hall: 307-436-9745  
C: 307-277-9619

President - Hershel Wickett H: 307-436-2647

Zone 8: Zone Warden - Keith Moore H: 307-358-3716

Zone 9: Zone Warden - Jarod Vollman

H: 307-359-2200

H: 307-351-5355

**GOSHEN COUNTY**

County Fire Warden- Bill Law

C: 307-532-0305

O: 307-532-7952

H: 307-352-2647

Deputy Fire Warden - Chuck Kenyon

C: 307-532-1748

Chairman County Comissioners - Wally Wolski

O: 307-532-1831

**LARAMIE COUNTY**

County Fire Warden - Matt Butler

C: 307-274-1405

O: 307-633-4335

Deputy Fire Warden - Jeanine West

C: 307-274-5800

O: 307-633-4333

Laramie County Sheriff's Office

O: 307-637-6410

**NATRONA COUNTY**

County Fire Warden - Mike Haigler

C: 307-258-2950

O: 307-235-9311

Deputy County Fire Warden - Travis Cozine

C: 307-262-6530

O: 307-235-9311

Chairman County Commissioners - Rob Hendry

C: 307-259-6203

H: 307-234-5870

**NATRONA COUNTY FIRE PROTECTION DISTRICT**

O: 307-265-8656

Fire Chief - Brian Oliver

C: 307-258-4384

O: 307-234-8826

Chairman - Dean Jackett

C: 307-262-2272

Vice Chairman - George Tillman

H: 307-315-7211

Secretary/Treasurer - John Bently

C: 307-258-5873

H: 307-234-3930

**BAR NUNN FIRE DEPARTMENT**

Fire Chief - Robert Hoover

C: 307-247-4277  
O: 307-337-1288  
H: 307-265-4623

Assistant Fire Chief - Wes Gilmore

C: 307-259-3831  
O: 307-266-5667  
H: 307-333-2611

**CASPER MOUNTAIN FIRE DISTRICT**

Fire Chief - Lisa Evers

C: 307-258-1213

Assistant Fire Chief - Mike Huber

C: 307-262-0254

Chairman - Bill Chambers

H: 307-237-7093

**CASPER FIRE DEPARTMENT**

Fire Chief - Tom Solberg

C: 307-277-4577  
O: 307-235-8221

Deputy Chief - Mark Harshman

C: 307-267-9102  
O: 307-235-8324

**PLATTE COUNTY**

Wheatland Dispatch

307-322-2140

County Fire Warden - Aaron Clark

C: 307-331-6431  
H: 307-322-1811

Assistant County Fire Warden - Ken Small

C: 307-331-9092  
H: 307-322-2303

**Authorized Representatives/Signatures:**

By signature below, all signatories to this Annual Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Annual Operating Plan. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my Entity will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

*Counterpart Signatures. For the convenience of the parties, this agreement may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as the original, but all of which shall together constitute in the aggregate one and the same instrument.*

**PREPARED AND APPROVED BY:**

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Albany County Fire Warden	Printed Name	Date
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Chairman - Albany County Commissioners	Printed Name	Date
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Laramie City Fire Chief	Printed Name	Date
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President, Albany County Fire District No. 1	Printed Name	Date
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Mayor, President Laramie City Council	Printed Name	Date
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Rock River VFD Chief	Printed Name	Date
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Carbon County Fire Warden	Printed Name	Date
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Chairman Carbon County Commissioners	Printed Name	Date
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Rawlins Fire Department	Printed Name	Date
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Forest Supervisor, Medicine Bow Routt National Forests and Thunder Basin National Grasslands, USDA	Printed Name	Date
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District Manager, Wind River/Bighorn Basin District Bureau of Land Management, USDI	Printed Name	Date
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District Manager, High Desert District Bureau of Land Management, USDI	Printed Name	Date
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Associate District Manager, High Plains District Bureau of Land Management, USDI	Printed Name	Date
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Project Leader Central Sage Steppe Refuge Complex USFWS	Printed Name	Date
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Fort Laramie National Historic Site	Printed Name	Date
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Laramie County Fire Warden 3962 Archer Parkway Cheyenne, WY 82009	Printed Name	Date
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Chairman - Laramie County Commissioners 310 W. 19th Street Cheyenne, WY 82001	Printed Name	Date
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Fire Chief - Laramie County Fire District #1 207 East Allison Rd. Cheyenne, WY 82007	Printed Name	Date
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Fire Chief - Laramie County Fire District #2 5800 North College Dr. Cheyenne, WY 82009	Printed Name	Date
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Fire Chief - Laramie County Fire District #3 P.O. Box 131 Albin, WY 82050	Printed Name	Date
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Fire Chief - Laramie County Fire District #4 P.O. Box S, 4832 Main Ave. Carpenter, WY 82054	Printed Name	Date
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Fire Chief - Laramie County Fire District #5 P.O. Box 870 Pine Bluffs, WY 82082	Printed Name	Date
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Fire Chief - Laramie County Fire District #6 P.O. Box 103 Burns, WY 82053	Printed Name	Date
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Fire Chief - Laramie County Fire District #8 1050 County Rd. 210 Cheyenne, WY 82009	Printed Name	Date
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Fire Chief - Laramie County Fire District #9 P.O. Box 155 Chugwater, WY 82210	Printed Name	Date
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Fire Chief - Laramie County Fire District #10 88 Harriman Rd. Granite Canon, WY 82059	Printed Name	Date
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REVIEWED AND APPROVED AS TO FORM ONLY

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Mark Voss - Laramie County Attorney	Printed Name	Date
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Converse County Fire Warden	Printed Name	Date
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Chairman - Converse County Commissioners	Printed Name	Date
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Goshen County Fire Warden	Printed Name	Date
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Chairman- Goshen County Commissioners	Printed Name	Date
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Ft. Laramie Fire Protection District	Printed Name	Date
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LaGrange Fire Protection District	Printed Name	Date
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Prairie Center Fire District	Printed Name	Date
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Hawk Springs Fire District	Printed Name	Date
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Jay Em Fire District	Printed Name	Date
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Torrington Fire District #3 Printed Name Date

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Veteran Fire Protection District Printed Name Date

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Yoder Fire District Printed Name Date

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Lingle Fire District Printed Name Date

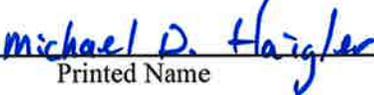
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Huntley Fire District Printed Name Date

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Chugwater Fire District Printed Name Date

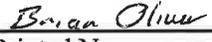
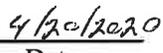
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 *Michael D. Haigler*  *michael D. Haigler*  *4/1/2020*  
Natrona County Fire Warden Printed Name Date

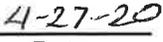
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Chairman - Natrona County Commissioners Printed Name Date

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 *Brian Oliver*  *Brian Oliver*  *4/20/2020*  
Fire Chief - Natrona County Fire Protection District Printed Name Date

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 *DEAN JACKET*  *DEAN JACKET*  *4-27-20*  
Chairman - Natrona County Fire Protection District Printed Name Date



Fire Chief - Casper Mountain Fire District

Lisa A. Evers

Printed Name

4-27-20

Date

Chairman - Casper Mountain Fire District

Printed Name

Date



Bar Nunn Fire Department

Robert W. Hoover

Printed Name

4-21-2020

Date



Mills Fire Department

David North

Printed Name

4/27/2020

Date



Evansville Fire Department

Leo Malsom

Printed Name

4/20/2020

Date



City of Casper - City Manager

J. Carter Napier

Printed Name

4/16/20

Date

Salt Creek Emergency Service

Printed Name

Date

Platte County Fire Warden

Printed Name

Date

Chairman - Platte County Commissioners

Printed Name

Date

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Platte County Fire District 1F	Printed Name	Date
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Platte County District 2F	Printed Name	Date
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Guernsey Rural Fire District	Printed Name	Date
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Chugwater Fire Protection District	Printed Name	Date
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Antelope Gap Rural Fire District	Printed Name	Date
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Camp Guernsey Garrison Commander Wyoming Military Department	Printed Name	Date
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The Adjutant General Wyoming Military Department	Printed Name	Date
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The United States Property and Fiscal Officer Wyoming Military Department	Printed Name	Date
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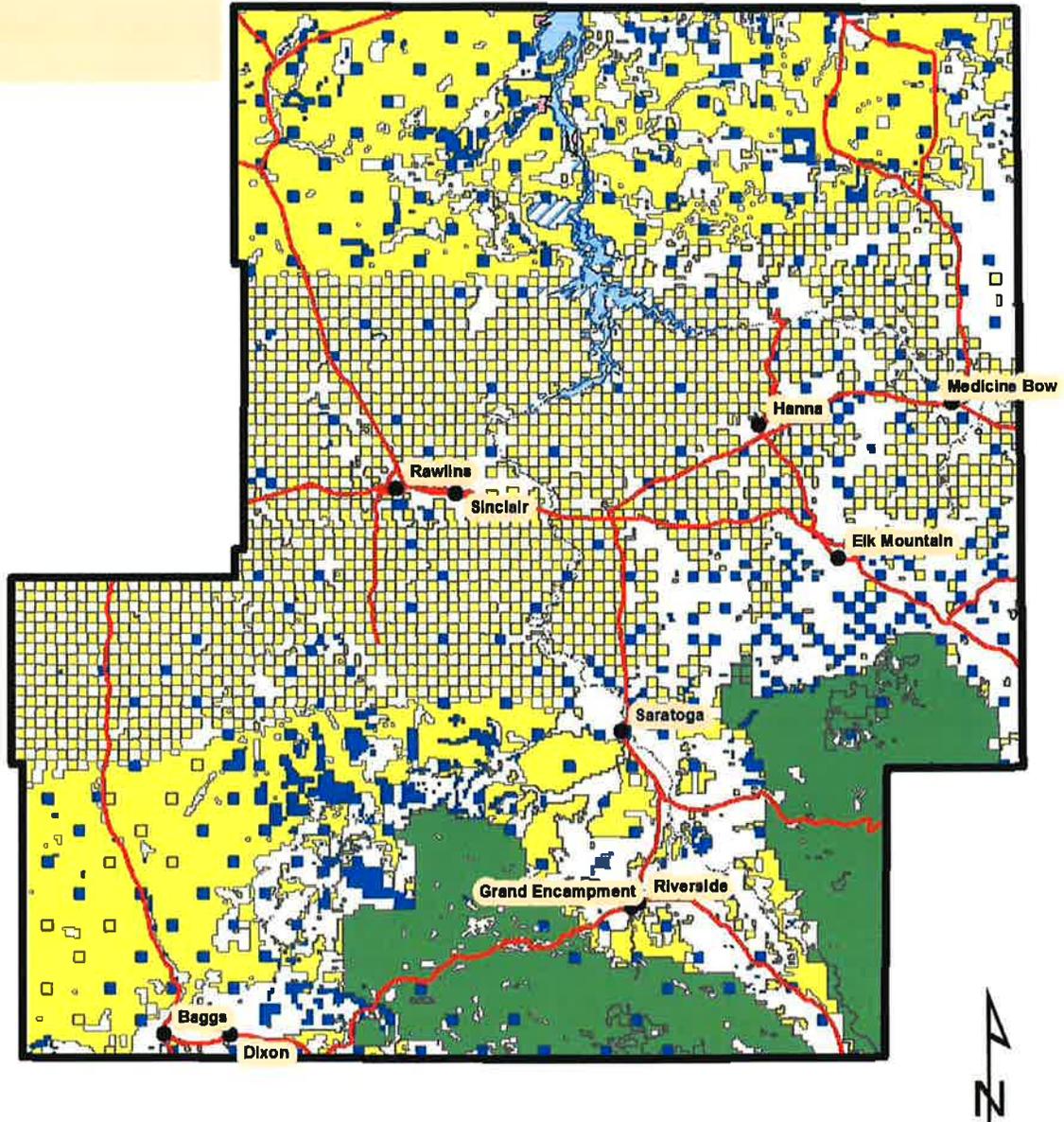
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District Forester - Wyoming State Forestry Division	Printed Name	Date
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# Carbon County

## Legend

-  Bureau of Land Management
-  Bureau of Reclamation
-  Fish & Wildlife
-  Forest Service
-  Private
-  State
-  Water

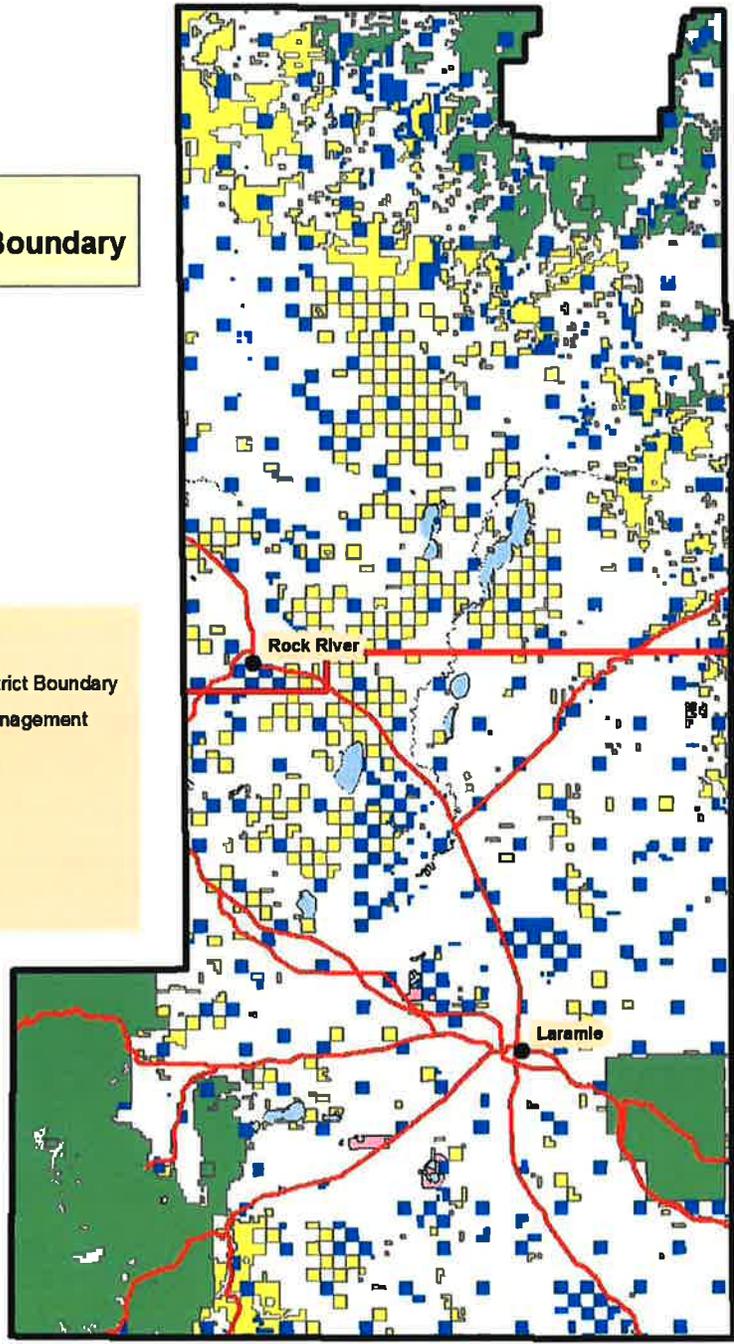


# Albany County

Albany Co. Fire  
North of District Boundary

**Legend**

- Albany Co Fire District Boundary
- Bureau of Land Management
- Fish & Wildlife
- Forest Service
- Private
- State
- Water



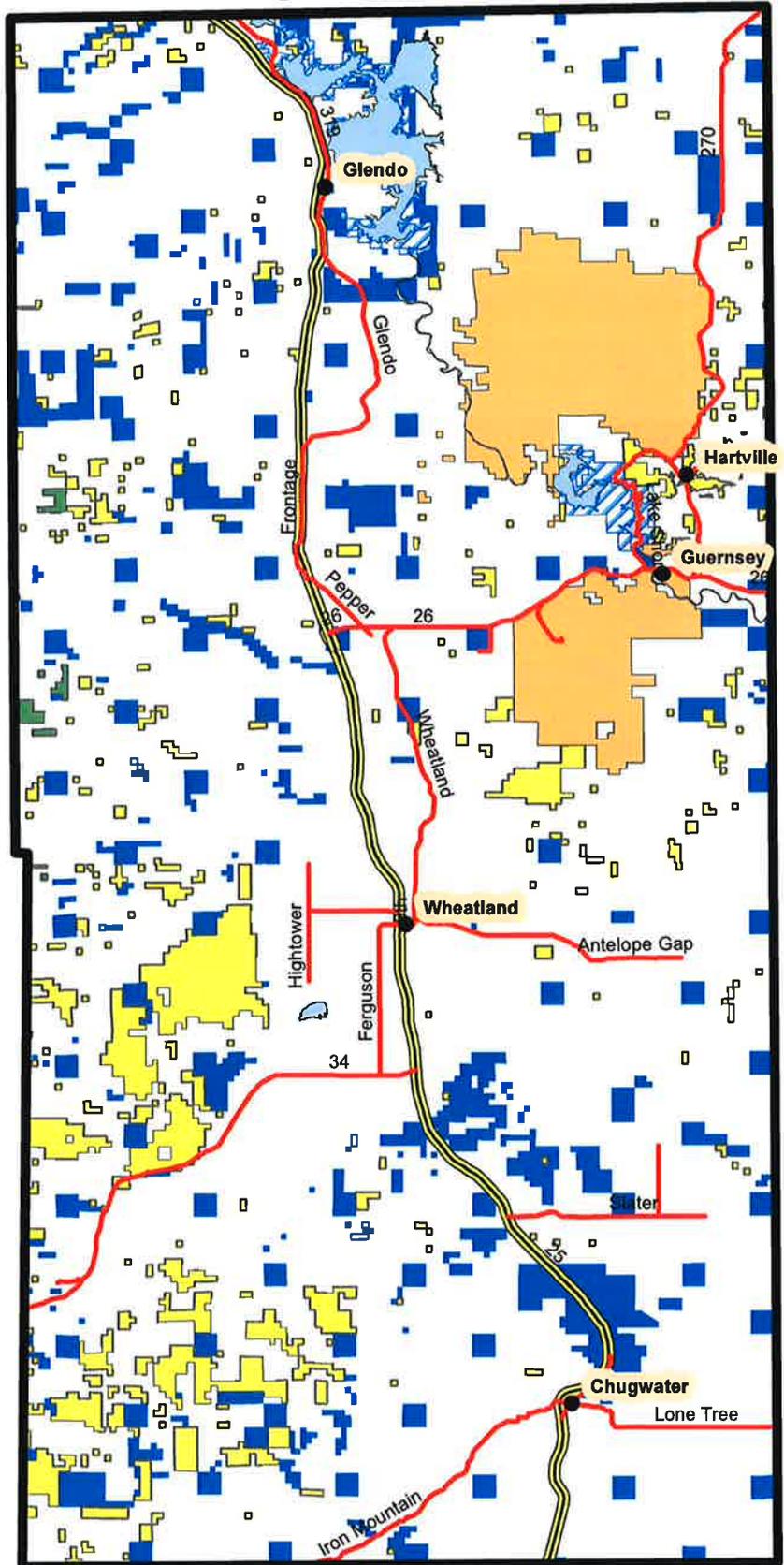
Twp. 21

Twp. 20

Fire District 1  
South of District Boundary



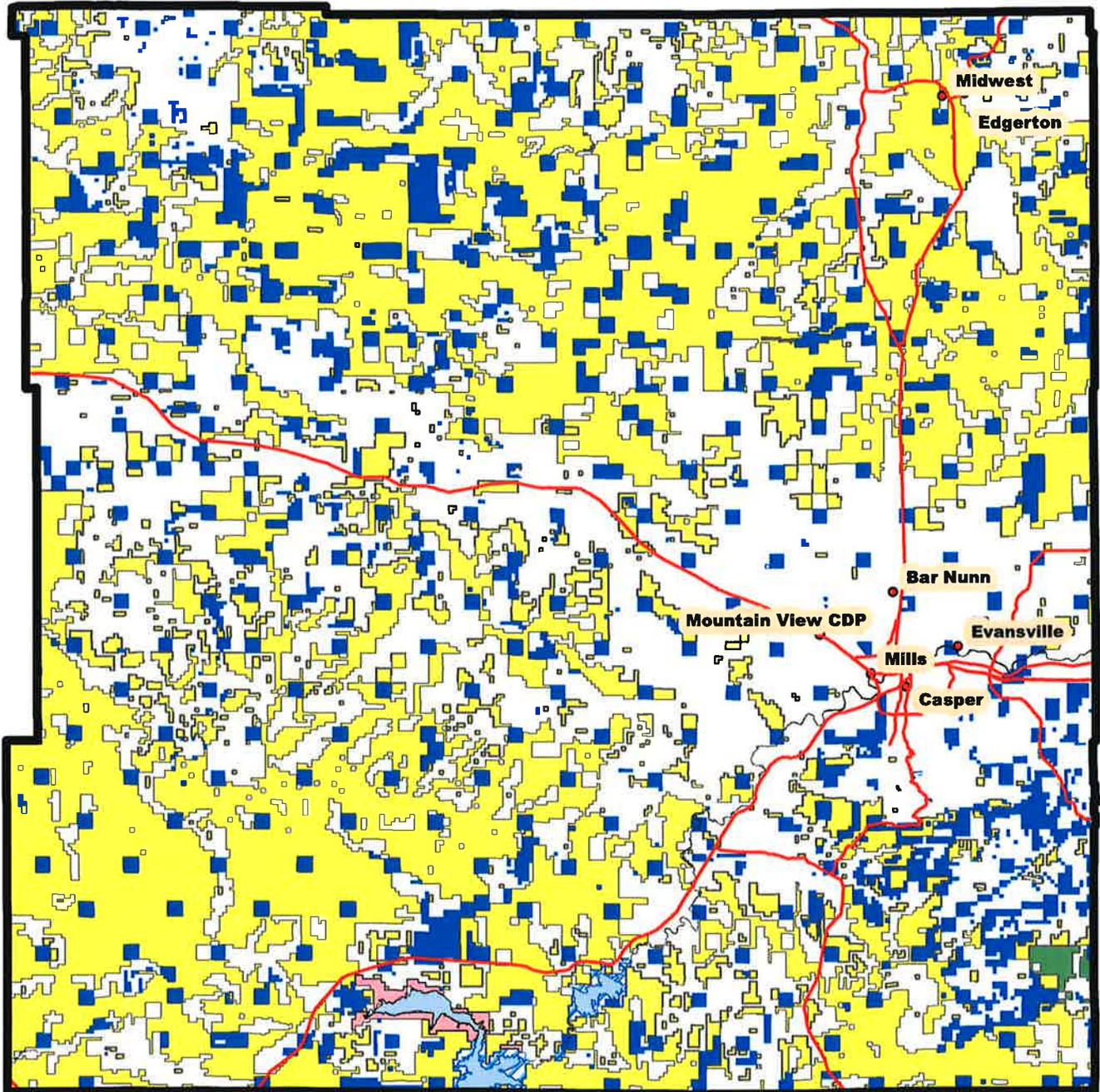
# Attachment E Platte County



## Legend

-  Bureau of Land Management
-  Bureau of Reclamation / State Park
-  Camp Guernsey
-  Forest Service
-  Private
-  State
-  Water
-  Interstate 25

# Attachment E Natrona County

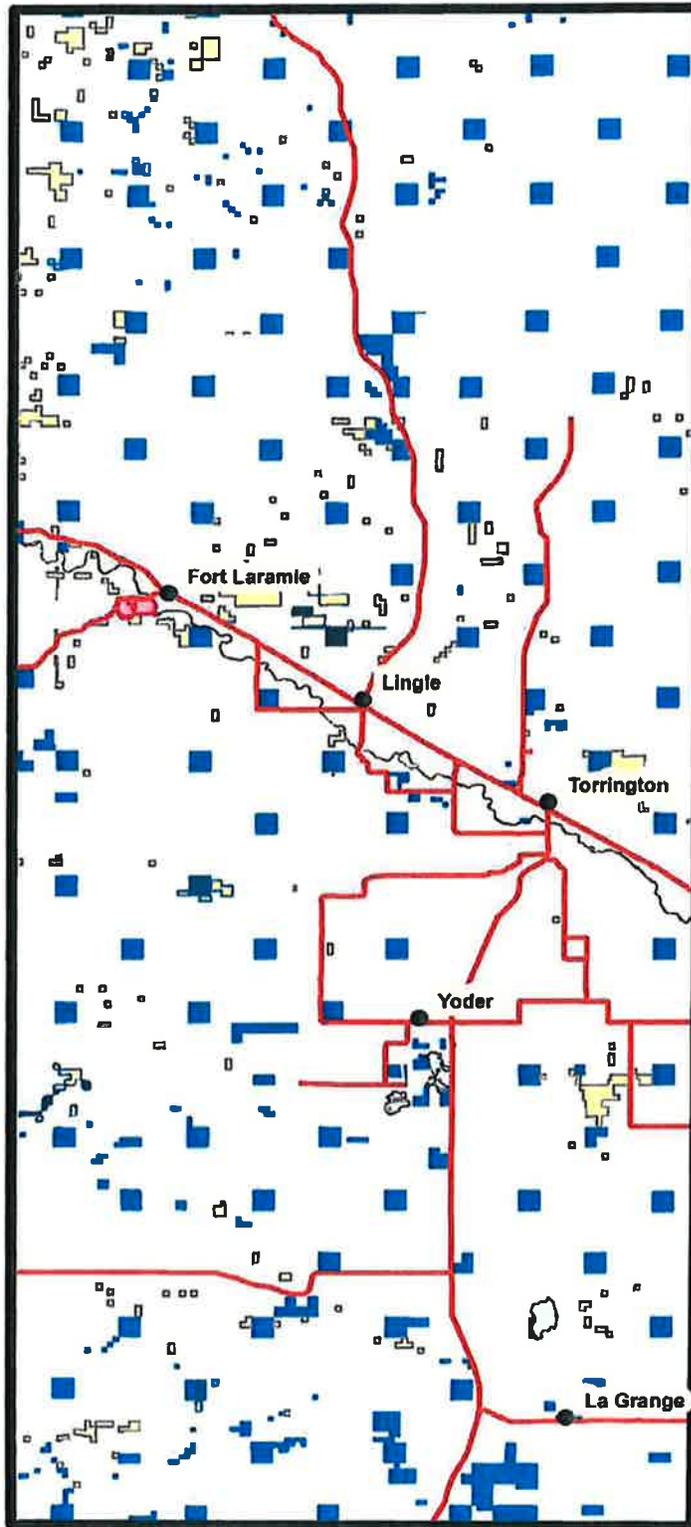


## Legend

-  Bureau of Land Management
-  Bureau of Reclamation
-  Fish & Wildlife
-  Forest Service
-  Private
-  State
-  Water



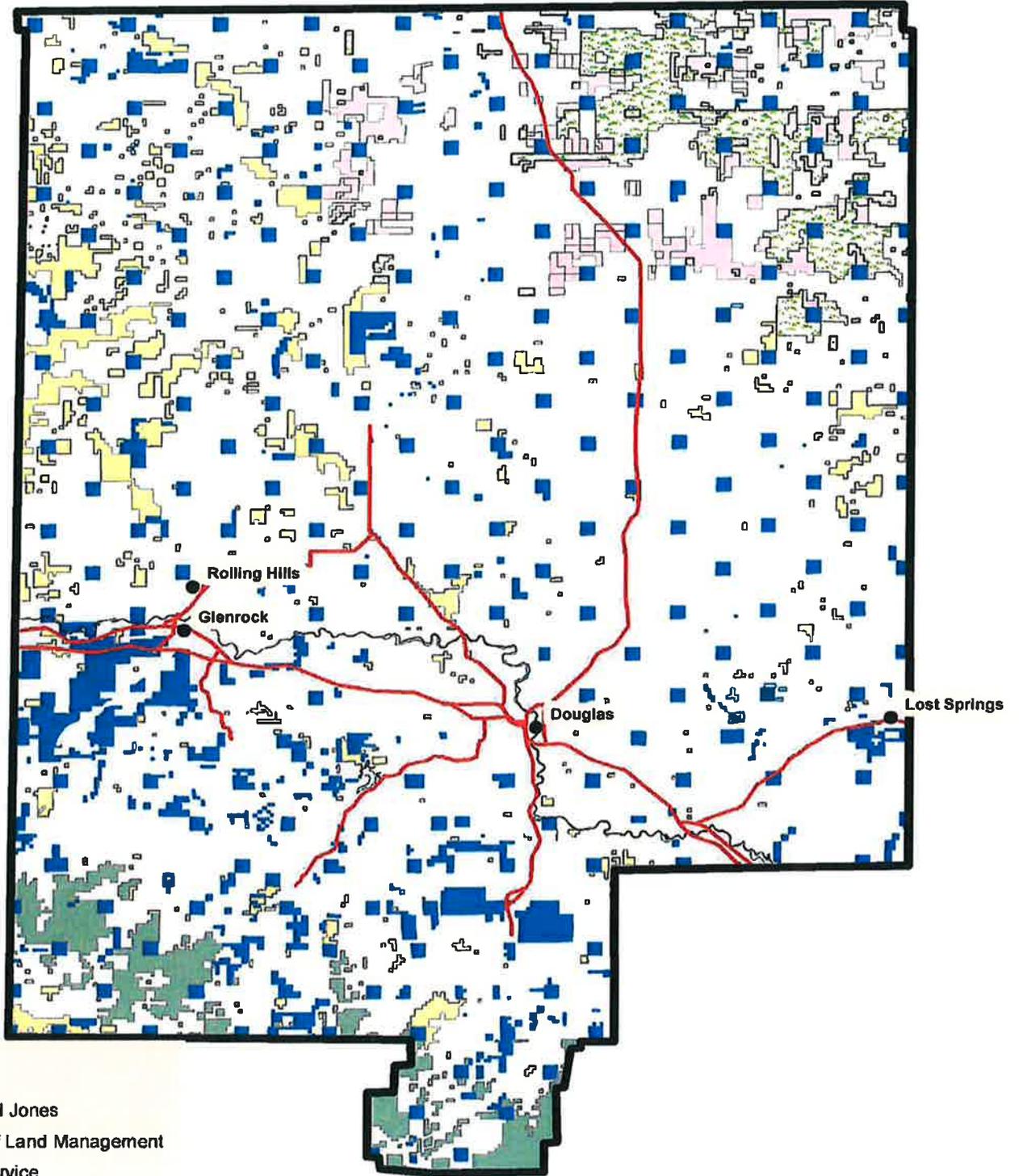
# Goshen County



## Legend

-  Fort Laramie NHS
-  Bureau of Land Management
-  Private
-  State
-  Water

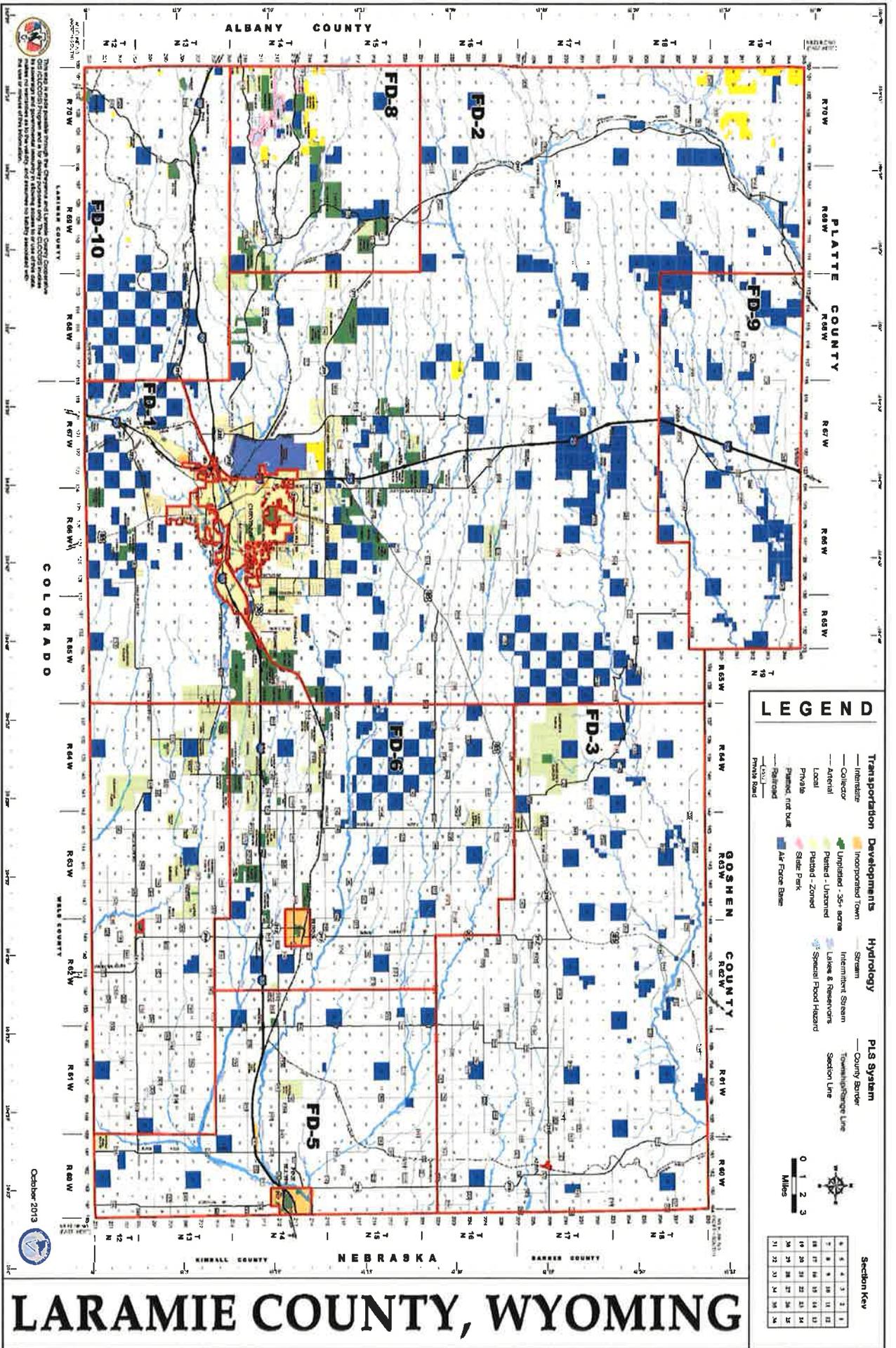
# Converse County



## Legend

- Bankhead Jones
- Bureau of Land Management
- Forest Service
- National Grasslands
- Private
- State
- Water





RADIO COMMUNICATIONS PLAN			WY-HDD Group 5 Rawlins		Date Prepared: 1-23-2013			
			W= Wide Band (25.0 kHz) N= Narrow Band (12.5 kHz)					
Ch #	Channel Name	Function	RX Freq	RX Tone	TX Freq	Tx Tone	Remarks	
1	Fire 1	BLM Tac	166.6375 N		166.6375 N			
2	Fire 2	BLM Tac	166.8250 N		166.8250 N			
3	Fire 3	BLM Tac	167.1250 N		167.1250 N			
4	Scene	BLM Tac	166.0875 N		166.0875 N			
5	Rawlins Base	HDD-BLM Base	168.2750 N		168.2750 N			
6	Rawlins Rpt	HDD-BLM RPT	168.2750 N		164.2500 N	See	Use HDD BLM-Rawlins Rpt. Pick List	
7	FERN	WY State/Local	154.2800 N		154.2800 N			
8	Med Bow West Rpt	USFS RPT	171.7875 N	110.9	164.1500 N	See	Use Meb Bow West Rpt. Pick List (Saratoga Base)	
9	Med Bow East Rpt	USFS RPT	171.5000 N	110.9	164.0000 N	See	Use Meb Bow East Rpt. Pick List (Laramie Base)	
10	Med Bow North	USFS RPT	173.7625 N	110.9	164.8000 N	See	Use Meb Bow North Rpt. Pick List (Douglas Base)	
11	Albany Co. Jelm Rpt	Co. Road & Bridge	155.7600 N	114.8	155.1450 N	114.8	Albany Co. Jelm Rpt use CH 11 Tone (114.8) Slaved	
12	Albany Co. Rock River	Co. Road & Bridge	155.7600 N	192.8	155.1450 N	192.8	Albany Co. Rock River Rpt use CH 12 Tone (192.8) Slaved	
13	Carbon County	Local Tactical	155.8050 N		155.8050 N			
14	A/G 10	Air to Ground	166.9375 N		166.9375 N		IA Zone WY04	
15	A/G 15	Air to Ground	167.5250 N		167.5250 N		IA Zone WY04 & WY07	
16	A/G 12	Air to Ground	167.0750 N		167.0750 N		IA Zone WY07	
<b>HDD BLM-Rawlins Rpt. Tone Guard Pick List</b> <b>CH 6</b> 1 - Elk Mtn (110.9) 2 - Flattop (123.0) 3 - Laramie Pk. (131.8) 4 - Copper Mtn. (136.5) 5 - Whiskey Peak (146.2)			<b>Med Bow West Rpt.</b> <b>Tone Guard Pick List</b> <b>CH 8</b> 3 - Blackhall Mtn. (131.8) 10 - Kennaday Peak (107.2) 11 - Bridger Peak (114.8)		<b>Med Bow East Rpt.</b> <b>Tone Guard Pick List</b> <b>CH 9 4 - Jelm Mtn.</b> (136.5) 5 - Pole Mtn (146.2) 6 - Spruce Mtn. (156.7)		<b>Med Bow North Rpt. Tone Guard Pick List</b> <b>CH 10 6 - Gunny Sack Mtn.</b> (156.7) 7 - Cow Creek Mtn. (167.9) 8 - Black Mtn.(103.5)	

#	Group 5 User Select Tones
1	
2	110.9
3	
4	123.0
5	131.8
6	136.5
7	
8	146.2
9	156.7
10	167.9
11	103.5
12	
13	107.2
14	
15	114.8
16	

RADIO COMMUNICATIONS PLAN			WY-HDD Group 6 Rock Springs		Date Prepared: 1-23-2013		
			W= Wide Band (25.0)		N= Narrow Band (12.5)		
Ch #	Channel Name	Function	RX Freq	RX Tone	TX Freq	Tx Tone	Remarks
1	Fire 1	BLM Tac	166.6375 N		166.6375 N		
2	Fire 2	BLM Tac	166.8250 N		166.8250 N		
3	Fire 3	BLM Tac	167.1250 N		167.1250 N		
4	Scene	BLM Tac	166.0875 N		166.0875 N		
5	Rock Springs Base	HDD-BLM Base	168.5750 N		168.5750 N		
6	Rock Springs Rpt.	HDD-BLM RPT	168.5750 N		165.0000 N	See	Use HDD BLM-Rock Springs Rpt. Pick List
7	FERN	WY State/Local	154.2800 N		154.2800 N		
8	Law Mutual Aid	Local Law/Fire	154.8750 N		154.8750 N		
9	Sweetwater Co.	Local Tactical	155.0550 N		155.0550 N		
10	Fire District # 1	Local Tactical	155.8725 N		155.8725 N		
11	Unita Co.	Local Tactical	154.4300 N		154.4300 N		
12	Sublette Co.	Local Tactical	154.9800 N		154.9800 N		
13	Kemmerer VFD	Local Tactical	154.4150 N		154.4150 N		
14	Nat. All Call	Crew	163.1000 N		163.1000 N		
15	A/G 10	Air to Ground	166.9375 N		166.9375 N		IA Zone WY04
16	A/G 15	Air to Ground	167.5250 N		167.5250 N		IA Zone WY04
HDD BLM-Rock Springs Rpt. Tone Guard Pick List <b>CH 6</b>							
1 - Hogs Back (110.9)							
2 - Twin Buttes (123.0)							
3 - Evanston (131.8)							
4 - Little Mountain (136.5)							
7 - Portable Repeater							

#	Group 6 User Select Tones
1	110.9
2	123.0
3	131.8
4	136.5
5	
6	
7	167.9
8	
9	
10	
11	
12	
13	
14	
15	
16	

<b>CHANNEL NAME</b>		<b>RX</b>	<b>TONE</b>	<b>TX</b>	<b>TONE</b>
<b>Albany County</b>	Albany CO Fire Direct R & B	155.760		155.760	
	Fire 1 Rept.	154.430		154.830	192.8
	Fire 1 direct	154.430		154.430	
	Fire 2	154.310		154.310	
	R&B Jelm	155.760		155.145	114.8
	R&B Rock River	155.760		155.145	192.8
<b>Aviation</b>	Flight Following	168.650		168.650	110.9
<b>*NARROWBAND</b>	Air Guard	168.625		168.625	110.9
<b>Aviation IA Air to Ground</b> Goshen, Platte & South Med Bow	WY07 – A/G 12 – Primary A/G 15 – Secondary	167.075 167.525		167.075 167.525	
	WY04 – A/G 10 – Primary A/G 15 – Secondary	166.9375 167.525		166.9375 167.525	
Natrona Co in Cody Dispatch	WY05 – A/G 12 – Primary A/G 13 – Secondary A/G 35 - Secondary	167.0750 167.4250 167.2250		167.0750 167.4250 167.2250	
Natrona & Converse Co.	WY03 – A/G 15 – Primary A/G 35 – Secondary A/G 31 – Secondary	167.525 167.2250 166.7875		167.525 167.2250 166.7875	
<b>BLM</b>					
<b>BLM-Rawlins</b>	Sheep Mtn Rptr	168.275		164.250	136.5
High Desert Dist. (HDD)	Elk Mountain Rptr	168.275		164.250	110.9
	Flat Top Rptr	168.275		164.250	123.0
	Whiskey Peak Rptr	168.275		164.250	146.2
	Laramie Peak Rptr	168.275		164.250	131.8
	Lincoln Head Rptr	168.275		164.250	156.7
	Portable Rptr 1	168.275		164.250	167.9
	Portable Rptr 2	168.275		164.250	103.5
<b>BLM-Casper</b>	Casper Mtn Rptr	168.300		171.725	
High Plains Dist. (HPD)	Laramie Peak BLM-Casper (PR) RPT	168.300		171.725	131.8
	Pumpkin Butte RPT	168.300		171.725	110.9
<b>BLM Tactical</b>					
High Desert-Rawlins & Rock Springs Field Offices	High Desert Dist. -Fire 2	166.825		166.825	
High Plains-Casper Field Office	High Plains Dist. -Fire 3	167.125		167.125	
Wind River-Worland & Cody Field Offices	Wind River Dist. – Fire 1	166.6375		166.6375	
<b>Carbon County</b>	Carbon CO Baggs	155.805		158.760	107.2
	Carbon CO Elk Mountain	155.805		158.760	100.0

	Carbon CO Fire Direct	155.805		155.805	100.0
	Carbon CO Whiskey Peak	155.805		158.760	114.8
<b>Converse County</b>	Converse CO Rural Fire	154.0700	123.0	154.0700	123.0
	Glenrock Fire	154.340		154.340	
	Glenrock Fire TAC	154.160		154.160	

	<b>Channel Name</b>	<b>RX</b>		<b>TX</b>	
<b>Goshen County</b>	Torrington Fire	154.145		154.145	
	Lingle Fire	154.235		154.235	
	Fort Laramie Fire	154.205		154.205	
	Prairie Center Fire	154.490		154.490	
	Jay'Em Fire	154.160		154.160	
	Yoder Fire	154.040		154.040	
	Hawk Springs Fire	154.430		154.430	
	LaGrange Fire	154.830		154.830	
	Chugwater Fire	154.805		154.805	
	Veteran Fire	154.130		154.130	
	WyoLink Trucking Talk Groups:				
	MAT 07				
	07 CAT 1				
	07 CAT 2				
	07 FIRE 1				
	07 FIRE 2				
<b>Laramie County</b>	Laramie CO Repeater	155.715		153.995	100.0
	Laramie CO SO – Repeater	155.655	100.0	154.890	
	Laramie CO Fire Direct	155.715		155.715	
	Laramie CO So – Direct	155.655		155.655	
	WyoLink Trucking Talk Groups:				
	MAT 07				
	02 CAT 1-4				
<b>Med-Emergency</b>	Life Flight WY Med Center	155.340		155.340	
<b>VFire 21</b>	Alternative for Life Flight commo	154.280		154.280	156.7

<b>Natrona County</b>	Natrona CO Fire	155.745		155.745	
	Natrona CO TAC	154.430		154.430	
	Natrona CO Parks	155.895		155.895	
<b>Platte County</b>	Platte CO Fire	155.805		155.805	
	Wheatland Fire	154.430		154.430	
	North Tower	153.845		153.845	162.2
<b>Statewide</b>	Air/Ground 1, 4	171.500		171.500	
<b>Statewide</b>	Air/Ground 2, 6 Primary, 3 Sec	168.675		168.675	
<b>Statewide</b>	Air/Ground 3 Primary, 1, 6 Sec	171.500		171.500	

<b>WY State Forestry</b>	<b>WY State Forestry TAC</b>	<b>151.295</b>		<b>151.295</b>	
	<b>WY State Forestry Direct</b>	<b>151.160</b>		<b>151.160</b>	
<b>Air Ambulance/ Air Medevac</b>	<b>VMED28</b>	<b>155.34</b>		<b>155.34</b>	<b>156.7</b>

Laramie County Fire Talkgroups				
	RX	Tone	TX	Tone
02 FDISP A	WyoLink			
02 FDISP B	WyoLink			
Tac 1	153.9275		153.9275	
Tac 2	154.16		154.16	
Tac 3	159.375		159.375	
Tac 4	154.25		154.25	
911 CHEY	155.7150 N	CSQ	153.9950 N	100
911 ALBIN	155.7150 N	CSQ	153.9950 N	192.8
911 BURNS	155.7150 N	CSQ	153.9950 N	118.8
911 CRPNTR	153.9950 N	CSQ	155.7150 N	141.3
911 HARR	155.7150 N	CSQ	153.9950 N	162.2
911 HRSCK	155.7150 N	CSQ	153.9950 N	123
02 CAT 1	WyoLink			
02 CAT 2	WyoLink			
02 CAT 3	WyoLink			
02 CAT 4	WyoLink			
*National Interoperable Channels Available				

CHANNEL NAME		RX	TONE	TX	TONE
<b>Albany County</b>	Albany CO Fire Direct R & B	155.760		155.760	
	Fire I Rept.	154.430		154.830	192.8
	Fire I direct	154.430		154.430	
	Fire 2	154.310		154.310	
	R&B Jelm	155.760		155.145	114.8
	R&B Rock River	155.760		155.145	192.8
<b>Aviation</b>	Flight Follow	168.650		168.650	110.9
<b>*NARROWBAND</b>	Air Guard	168.625		168.625	110.9
<b>Aviation IA Air to Ground</b> Goshen, Platte & South Med Bow	WY07 - A/G 12 - Primary A/G 15 - Secondary	167.075 167.525		167.075 167.525	
	WY04 - AIG IO -Primary A/G 15 - Secondary	166.9375 167.525		166.9375 167.525	
Natrona Co in Cody Dispatch	WY05 - A/G 12 - Primary A/G 13 - Secondary A/G 35 - Secondary	167.0750 167.4250 167.2250		167.0750 167.4250 167.2250	
Natrona & Converse Co.	WY03 - AIG 15 - Primary A/G 35 - Secondary A/G 3 I - Secondary	167.525 167.2250 166.7875		167.525 167.2250 166.7875	
<b>BLM</b>					
<b>BLM-Rawlins</b>	Rawlins Base	168.275		168.275	
High Desert Dist. (HOD)	Elk Mountain repeater Flat Top repeater	168.275 168.275		164.250 164.250	110.9 123.0
	Whiskey Peak repeater	168.275		164.250	146.2
	Laramie Peak BLM-Rawlins(PR) RPT	168.275		164.250	131.8
<b>BLM-Casper</b>	Casper Base (Casper Mtn)	168.300		168.300	
High Plains Dist. (HPD)	Laramie Peak BLM-Casper (PR) RPT Pumpkin Butte RPT	168.300 168.300		171.725 171.725	131.8 110.9
<b>BLM Tactical</b>					
High Desert-Rawlins & Rock Springs Field Offices	High Desert Dist. -Fire 2	166.825		166.825	
High Plains-Casper Field Office	High Plains Dist. -Fire 3	167.125		167.125	
Wind River-Worland & Cody Field Offices	Wind River Dist. - Fire I	166.6375		166.6375	
<b>Carbon County</b>	Carbon CO Baggs	155.805	107.2	158.760	
	Carbon CO Elk Mountain	155.805		158.760	100.0
	Carbon CO Fire Direct	155.805		155.805	100.0
	Carbon CO Whiskey Peak	155.805	114.8	158.760	
<b>Converse County</b>	Converse CO Rural Fire	154.0700		154.0700	
	Glenrock Fire	154.340		154.340	
	Glenrock Fire TAC	154.160		154.160	

	<b>Channel Name</b>	<b>RX</b>		<b>TX</b>	
<b>Goshen County</b>	Torrington Fire	154.145		154.145	
	Lingle Fire	154.235		154.235	
	Fort Laramie Fire	154.205		154.205	
	Prairie Center Fire	154.490		154.490	
	Jay' Em Fire	154.160		154.160	
	Yoder Fire	154.040		154.040	
	Hawk Springs Fire	154.430		154.430	
	LaGrange Fire	154.830		154.830	
	Chugwater Fire	154.805		154.805	
	Veteran Fire	154.130		154.130	
	WyoLink Trucking Talk Groups:				
	MAT07				
	07 CAT 1				
	07 CAT 2				
	07 FIRE 1				
	07 FIRE 2				
<b>Laramie County</b>	Laramie CO Repeater	155.715		153.995	100.0
	Laramie CO SO - Repeater	155.655	100.0	154.890	
	Laramie CO Fire Direct	155.715		155.715	
	Laramie CO So - Direct	155.655		155.655	
	WyoLink Trucking Talk Groups:				
	MAT07				
	07 CAT 1				
<b>Med-Emergency</b>	Life Flight WY Med Center	155.340		155.340	
<b>VFire 21</b>	Alternative for Life Flight commo	154.280		154.280	156.7
<b>Natrona County</b>	Natrona CO Fire	155.745		155.745	
	Natrona CO TAC	154.430		154.430	
	Natrona CO Parks	155.895		155.895	
<b>Platte County</b>	Platte CO Fire	155.805		155.805	
	Wheatland Fire	154.430		154.430	
	North Tower	153.845		153.845	162.2
<b>Statewide</b>	Air/Ground 1, 4	171.500		171.500	
<b>Statewide</b>	Air/Ground 2, 6 Primary, 3 Sec	168.675		168.675	
<b>Statewide</b>	Air/Ground 3 Primary, 1, 6 Sec	171.500		171.500	
<b>WY State Forestry</b>	WY State Forestry TAC	151.295		151.295	
	WY State Forestry Direct	151.160		151.160	
<b>Air Ambulance/ Air Medevac</b>	VMED28	155.34		155.34	156.7

## Medicine Bow-Routt NF and Thunder Basin NG (Medicine Bow NF)

### 2018 Radio Communications Plan **NORTH**

#### Group #1 MB-TB Repeaters

CH #	Site Name	RX Freq	RX CTCSS	TX Freq	TX CTCSS	Narrow/Wide	8-CHR Name
1	Warren Peak Repeater	171.5000	103.5	164.0000	123.0	N	WARREN
2	Elk Mtn Repeater	171.5000	103.5	164.0000	131.8	N	ELK MT
3	Rochelle Hills Repeater	171.5000	103.5	164.0000	107.2	N	ROCHELLE
4	LPU Direct (Douglas)	173.7625	110.9	173.7625	110.9	N	LPU DIR
5	Black Mtn Repeater	173.7625	110.9	164.8000	103.5	N	BLACK MT
6	Cow Creek Mtn Repeater	173.7625	110.9	164.8000	167.9	N	COW CREK
7	Gunny Sack Repeater	173.7625	110.9	164.8000	156.7	N	GUNY SAK
8	Southeast Direct (Laramie)	171.5000	110.9	171.5000	110.9	N	SE DIREC
9	Pole Mtn Repeater	171.5000	110.9	164.0000	146.2	N	POLE
10	Spruce Mtn Repeater	171.5000	110.9	164.0000	156.7	N	SPRUCE
11	Jelm Mtn Repeater [MB]	171.5000	110.9	164.0000	136.5	N	JELM MB
12	Southwest Direct (Saratoga)	171.7875	110.9	171.7875	110.9	N	SW DIREC
13	Kennaday Peak Repeater	171.7875	110.9	164.1500	107.2	N	KENNADAY
14	Blackhall Repeater [MB]	171.7875	110.9	164.1500	131.8	N	BLKHAL M
15	Bridger Peak Repeater	171.7875	110.9	164.1500	114.8	N	BRIDGER
16	MBRTB Work 1	163.7125	110.9	163.7125	110.9	N	WORK 1

#### Group #3 Thunder Basin [Douglas RD]

CH #	Site Name	RX Freq	RX CTCSS	TX Freq	TX CTCSS	Narrow/Wide	8-CHR Name
1	Warren Peak Repeater	171.5000	103.5	164.0000	123.0	N	WARREN
2	Elk Mtn Repeater	171.5000	103.5	164.0000	131.8	N	ELK MT
3	Rochelle Hills Repeater	171.5000	103.5	164.0000	107.2	N	ROCHELLE
4	MBRTB Work 1	163.7125	110.9	163.7125	110.9	N	WORK 1
5	Medicine Bow Fire TAC	166.5500	Ø	166.5500	Ø	N	MB TAC
6	VFIRE21	154.2800	Ø	154.2800	156.7	N	VFIRE21
7	Converse Co. Rural Fire	154.0700	Ø	154.0700	Ø	N	CVC RURL
8	VMED28	155.3400	Ø	155.3400	156.7	N	VMED28
9	Weston Co. Fire [R]	155.7150	Ø	155.1150	156.7	N	WSTN CF
10	Weston Co. Fire TAC	151.2200	Ø	151.2200	Ø	N	WSTN CFT
11	Campbell Co. N [R]	153.9500	167.9	154.4150	162.2	N	CMBLC NR
12	Campbell Co. S [R]	153.9500	167.9	154.4150	151.4	N	CMBLC SR
13	BLM Hunter Mesa Repeater	168.3000	Ø	171.7250	156.7	N	HUNTER B
14	BLM Pumpkin Butte Repeater	168.3000	Ø	171.7250	110.9	N	PUMPKN B
15	Air-to-Ground 15	167.5250	Ø	167.5250	Ø	N	A/G 15
16	Air-to-Ground 35	167.2250	Ø	167.2250	Ø	N	A/G 35

#### Group #4 Medicine Bow Laramie Pk [Douglas RD LPU]

CH #	Site Name	RX Freq	RX CTCSS	TX Freq	TX CTCSS	Narrow/Wide	8-CHR Name
1	Black Mtn Repeater	173.7625	110.9	164.8000	103.5	N	BLACK MT
2	Cow Creek Mtn Repeater	173.7625	110.9	164.8000	167.9	N	COW CREK
3	Gunny Sack Repeater	173.7625	110.9	164.8000	156.7	N	GUNY SAK
4	LPU Portable Repeater	173.7625	110.9	164.8000	100.0	N	LPU PORT
5	Medicine Bow Fire TAC	166.5500	Ø	166.5500	Ø	N	MB TAC
6	MBRTB Work 1	163.7125	110.9	163.7125	110.9	N	WORK 1
7	BUSBAND [D]	154.5150	Ø	154.5150	Ø	N	BUSBAND
8	VFIRE21	154.2800	Ø	154.2800	156.7	N	VFIRE21
9	BLM Laramie Pk Repeater	168.2750	Ø	171.7250	131.8	N	BLM LARP
10	Platte Co. Fire (D)	155.8050	Ø	155.8050	Ø	N	PLT CO
11	Converse Co. Rural Fire	154.0700	Ø	154.0700	Ø	N	CVC RURL
12	Albany Co. SO (D)	155.2500	192.8	155.2500	192.8	N	AC SO
13	VMED28	155.3400	Ø	155.3400	156.7	N	VMED28
14	BLM Fire 3	167.1250	Ø	167.1250	Ø	N	BLM FR3
15	Air-to-Ground 12	167.0750	Ø	167.0750	Ø	N	A/G 12
16	Air-to-Ground 15	167.5250	Ø	167.5250	Ø	N	A/G 15

Group #5 Med Bow Southeast [Laramie RD/Supervisor's Office]							
CH #	Site Name	RX Freq	RX CTCSS	TX Freq	TX CTCSS	Narrow/Wide	8-CHR Name
1	Southeast Direct (Laramie)	171.5000	110.9	171.5000	110.9	N	SE DIREC
2	MBRTB Work 1	163.7125	110.9	163.7125	110.9	N	WORK 1
3	Medicine Bow Fire TAC	166.5500	ø	166.5500	ø	N	MB TAC
4	Pole Mtn Repeater	171.5000	110.9	164.0000	146.2	N	POLE
5	Spruce Mtn Repeater	171.5000	110.9	164.0000	156.7	N	SPRUCE
6	Jelm Mtn Repeater [MB]	171.5000	110.9	164.0000	136.5	N	JELM MB
7	Kennaday Peak Repeater	171.7875	110.9	164.1500	107.2	N	KENNADAY
8	Blackhall Repeater [MB]	171.7875	110.9	164.1500	131.8	N	BLKHAL M
9	Bridger Peak Repeater	171.7875	110.9	164.1500	114.8	N	BRIDGER
10	Albany Cnty Jelm Rptr	155.7600	114.8	155.1450	114.8	N	AC JELM
11	Albany Co. Fire 1[D]	154.4300	192.8	154.4300	192.8	N	AC FIRE1
12	VMED28	155.3400	ø	155.3400	156.7	N	VMED28
13	VFIRE21	154.2800	ø	154.2800	156.7	N	VFIRE21
14	Air-to-Ground 12	167.0750	ø	167.0750	ø	N	A/G 12
15	Air-to-Ground 15	167.5250	ø	167.5250	ø	N	A/G 15
16	Air-to-Ground 10	166.9375	ø	166.9375		N	A/G 10

Group #6 Med Bow Southwest [Brush Creek/Hayden RD]							
CH #	Site Name	RX Freq	RX CTCSS	TX Freq	TX CTCSS	Narrow/Wide	8-CHR Name
1	MBRTB Work 1	163.7125	110.9	163.7125	110.9	N	WORK 1
2	Medicine Bow Fire TAC	166.5500	ø	166.5500	ø	N	MB TAC
3	Blackhall Repeater [MB]	171.7875	110.9	164.1500	131.8	N	BLKHAL M
4	Kennaday Peak Repeater	171.7875	110.9	164.1500	107.2	N	KENNADAY
5	Bridger Peak Repeater	171.7875	110.9	164.1500	114.8	N	BRIDGER
6	Spruce Mtn Repeater	171.5000	110.9	164.0000	156.7	N	SPRUCE
7	Pole Mtn. Repeater	171.5000	110.9	164.0000	146.2	N	POLE
8	Jelm Mtn Repeater [MB]	171.5000	110.9	164.0000	136.5	N	JELM MB
9	Encampment Fire	154.0550	131.8	154.0550	131.8	N	ENCP FR
10	Saratoga Fire	154.4500	100.0	154.4500	100.0	N	SRATGAFR
11	VFIRE21	154.2800	156.7	154.2800	156.7	N	VFIRE21
12	BLM Scene of Action[Rawlins]	166.0875	ø	166.0875	ø	N	BLM SOA
13	WY Mutual Aid	154.8750	ø	154.8750	156.7	N	WY MUTAL
14	Southwest Portable Repeater	171.7875	110.9	164.1500	100.0	N	SW PORT
15	Air-to-Ground 10	166.9375	ø	166.9375		N	A/G 10
16	Air-to-Ground 15	167.5250	ø	167.5250		N	A/G 15

# Glossary of Terms

Term	Definitions
Agency	An administrative division of a government with a specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. A federal, tribal, state or local agency that has direct fire management or land management responsibilities or that has programs and activities that support fire management activities.
Agency Administrator	The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
Area of Critical Environmental Concern (ACEC)	An area of public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values, fish, and wildlife resources, or other natural system or processes, or to protect life or provide safety from natural hazards.
BLM	Bureau of Land Management
Reclamation	Bureau of Reclamation
County and local fire service Entities	County Fire Organizations, City Fire Organizations, Joint Powers Boards, or Fire Protection Districts.
Entities (Entity)	All Federal agencies, Wyoming State Forestry Division, counties, fire districts and local fire service organizations having jurisdictional responsibility for land and resource management and protection.
Escaped Prescribed Fire	Prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria for conversion are specified in, "Interagency Prescribed Fire-Planning and Implementation Procedures Reference Guide."

Extended Attack	Actions taken on a wildfire that has exceeded the initial response.
Initial Attack (IA)	A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
Jurisdictional Entity	The Entity which has overall land and resource management, and/or protection responsibility as provided by Federal, State, or local law.
Line Officer	Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.
Prescribed Fire	Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
Protecting Entity	An entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
Protection Area Maps	Official maps of the annual operating plans. Example: Maps showing protection area responsibilities.
Reciprocal Fire Protection	A Supporting Entity will take initial attack in support of the Protecting Entity. The Protecting Entity will not be required to reimburse the Supporting Entity for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the reciprocal period as defined in this plan, not to exceed 24 hours.
Reimbursable Fire Protection	Fire suppression resources will be paid for by the requesting Protecting Entity per the conditions in the Wyoming Interagency Fire Management Agreement, Wyoming Interagency Cooperative Fire Management Agreement and this Annual Operating Plan.
Research Natural Area (RNA)	A physical or biological unit in which current natural conditions are maintained insofar as possible. These conditions are ordinarily achieved by allowing natural physical and biological processes to prevail without human intervention. However, under unusual circumstances, deliberate manipulation may be utilized to maintain the unique feature that the Research Natural Area was established to protect.

Responding Entity	Administrative entity that provides resources in response to the incident.
State Lands	All lands under the jurisdiction of the Board of Land Commissioners.
State Park Lands	All lands under the jurisdiction of Wyoming State Parks, Historic Sites & Trails.
Supporting Entity	An entity providing suppression or other support and resource assistance to a Protecting Entity.
Suppression	A wildfire response strategy to "put the fire out", as efficiently and effectively as possible, while providing for firefighter and public safety.
Unit Administrator Group	A group consisting of all Jurisdictional Entities, consisting of two or more individuals assigned administrative responsibilities, to make coordinating decisions and recommendations within the framework of the Annual Operating Plan.
Wildfire	An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.
Wildland Fire	Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.
Wildland Fire (Unplanned Ignition)	Any non-structure fire, other than prescribed fire, that occurs in the wildland.
Wildland Fire Decision Support System (WFDSS)	The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system that provides a single dynamic documentation system for use beginning at the time of discovery and concluding when the fire is declared out. WFDSS is the decision support documentation platform for all federal wildfires. WFDSS allows the Agency Administrator to describe and assess the fire Situation, develop Incident Objectives and Requirements, develop a Course of Action, evaluate Relative Risk, complete an Organization Assessment, document the Rationale and publish a Decision.

<p><b>Wildland Fire Situation Analysis (WFSA)</b></p>	<p>A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria.</p>
<p><b>Wilderness Study Area (WSA)</b></p>	<p>An area under study for possible inclusion as a Wilderness Area in the National Wilderness Preservation System. These areas are roadless, undeveloped, federal lands that retain their primeval character and influence, without permanent improvements or human habitation, and are managed to preserve their natural conditions.</p>
<p><b>Wildland Urban Interface (WUI)</b></p>	<p>The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.</p>
<p><b>Wyoming Greater Sage-Grouse (GRSG)</b>  <i>*These terms and definitions were pulled directly out of the:</i>  <a href="#">Wyoming Greater Sage-Grouse RMP/LRMP Amendments</a></p>	<p><i>Core Habitat:</i>  Sage-grouse core habitat (as defined in the WY EO 2015-4) is one of two components of Sage-grouse Priority Habitat Management Areas. Core habitats are state-designated areas identified as the most important for GRSG (Greater Sage-Grouse) and include breeding, late brood-rearing, winter concentration areas. It does not include known, migration or connectivity corridors. Sage-grouse core habitat plus connectivity habitat together make up Sage-grouse Priority Habitat Management Areas.</p> <p><i>General Habitat Management Areas:</i>  Occupied (seasonal or year-round) habitat outside of priority habitat. These areas have been identified by the BLM in coordination with respective state wildlife agencies.</p> <p><i>Priority Habitat Management Area:</i>  Sage-grouse priority habitats are areas that have the highest conservation value to maintaining or increasing Sage-grouse populations. These areas would include breeding, late brood-rearing, winter concentration areas, and where known, migration or connectivity corridors. Sage-grouse Priority Habitat Management Area includes core plus connectivity habitat.</p>



Natrona County Parks Department  
538 SW Wyo Blvd  
PO Drawer 848  
Mills, WY 82644  
(307) 235-9325

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April 9, 2020

Chairman  
Rob Hendry  
Natrona County Commissioners  
200 N. Center Street, suite 300  
Casper Wyoming 82601

Mr. Chairman,

This letter is to inform you of the results of the bid for the Ponderosa Park Shelter.  
A formal RFP was issued on March 15<sup>th</sup>, 3 responses were received and opened on April 3,2020

We received three qualified bidders for this project.

Bidder	Building Cost	Add On Cost	Total Cost
Ginsbach Construction, LLC	\$31,600	\$12,516.75	\$45,516.75
TDS Construction	\$58,650	\$14,485	\$73,135.00
Ruff Kutt Kustoms	\$47,219.50	\$28,500	\$75,719.50

The preferred contractor for this project is the low bidder, Ginsbach Construction, LLC.

Thank You

Tim Petrea  
Director  
Natrona County  
Parks, Recreation, and Leisure Services

**NATRONA COUNTY CONSTRUCTION CONTRACT FOR  
PONDEROSA PARK SHELTER**

1. **PARTIES**. The parties to this contract are NATRONA COUNTY ("County") and Ginsbach Construction, LLC. ("Contractor"). The parties' respective contact information is:

NATRONA COUNTY	Ginsbach Construction, LLC.
Board of Natrona County Commissioners	6959 E. Lake Dr.
200 N Center ST, Room 115	Evansville, WY 82636
Casper, WY 82601	
307-235-9202	

2. **PURPOSE OF CONTRACT**. This Contract is for the construction, delivery and installation of a four season shelter at Ponderosa Park, Natrona County Wyoming. In exchange for the provisions herein, the parties enter this Contract.

3. **CONTRACTOR'S OBLIGATIONS**.

- A. **SCOPE OF WORK**. See Attachment A, Scope of Work.

B. **GENERAL**.

- i. **Facility, Equipment, and Material**. Contractor will provide a facility and all equipment and materials necessary to perform Work.
- ii. **Compliance with Laws**. Contractor will be aware of and comply with all applicable federal, state, and local laws and regulations in its performance of this Contract.
- iii. **Incorporation**. Contractor will remain active and in good standing with the Wyoming Secretary of State.
- iv. **Indemnification**. Contractor will indemnify County and County's board members, elected officials, employees, and volunteers from all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform or negligent performance of this Contract. Such indemnification will include, but is not limited to, payment of any and all judgments against County and/or its agents, payment of settlement(s) with or without a suit being filed, and legal defense which includes, but is not limited to, payment of legal fees and costs for (1) pre-litigation negotiations and mediation; (2) mediation, litigation, and appeal; and (3) enforcing this indemnification provision.
- v. **Insurance**. Prior to commencing performance of this Contract, Contractor will provide to County proof of its insurance coverage. Throughout the term of this Contract, Contractor will maintain the following insurance and in each policy (1) name County and County's agents as additional insureds; (2) include a provision prohibiting the insurance company from subrogating against County; and (3) require the insurance company to send any and all notices of termination or other limitation of any policy to County in addition to Contractor.
  - a) **General**. Contractor will maintain and provide proof of comprehensive general liability insurance in a minimum amount of \$1,000,000 per claimant and \$3,000,000 per occurrence from a company authorized to conduct business in Wyoming with a current A.M. Best's rating of no less than A:VII unless County approves a lower rated company in writing.

- b) **Scope.** Coverage will be at least as broad as *Insurance Work Form CG 00 01* covering CGL on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability coverage.
  - c) **Coverage.** If Contractor maintains broader coverage and/or higher limits than the contractual minimums, County is entitled to such broader coverage and higher limits. Any excess insurance proceeds will be available to County under the same conditions it is available to Contractor.
  - d) **Professional.** Contractor will maintain insurance appropriate for Contractor's profession in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
  - e) **Auto.** Contractor will maintain vehicle insurance in a minimum amount of \$250,000 per claimant and \$500,000 per occurrence from a company acceptable to County.
  - f) **Primary.** Contractor's insurance will be the primary insurance for all incidents related to this Contract. Contractor's insurance provider(s) will not subrogate against County.
  - g) **Vendors and Service Providers.** Contractor is responsible for all of its vendors and service providers.
- vi. **Unemployment and Workers' Compensation.** Prior to commencing performance of this Contract, Contractor will provide proof it is in compliance with Wyoming unemployment insurance and workers' compensation laws.
  - vii. **Warranties.** Contractor's standard warranties at the time Work is performed apply.
4. **COUNTY'S OBLIGATIONS.** After Contractor completes Work to satisfaction of County, County will pay Contractor a total of \$45,516.75 in accordance with County's bill paying process.
  5. **EFFECTIVE DATE.** This contract becomes effective upon the date of the last required signature.
  6. **SPECIAL PROVISIONS.** Not Applicable. –OR-- This Contract includes Attachment C, Special Provisions.<sup>1</sup>
  7. **STANDARD PROVISIONS.**
    - A. **GOVERNMENTAL IMMUNITY.** 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 immunity and the right to assert immunities as a defense.
    - B. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming will be the proper venue for any legal action involving this Contract.
    - C. **ASSIGNMENT AND COLLATERAL.** The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.

---

<sup>1</sup> Examples of special provision attachments:  
 → "Special Provisions for Federal Funds"  
 → "Special Provisions for Construction Project"  
 → "Special Provisions for HIPAA Business Associate"

- D. **AUDIT.** If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.
- E. **AVAILABILITY OF FUNDS.** This Contract is conditioned upon the availability of funds to County. If such funds are not available to County, County may terminate this Contract upon reasonable notice and will not be liable for any alleged damage resulting from such termination. County must not claim unavailability of funds in order to acquire similar services from a third party.
- F. **BREACH.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
- i. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
  - ii. pursue any other remedy allowed by law.
- G. **CONFLICT OF INTEREST.** The parties will not engage in any activity that could result in a conflict of interest or the appearance of a conflict of interest related to this Contract.
- H. **ENTIRE CONTRACT.** This five page document and Attachment A constitutes the entire agreement and supersedes all prior written and oral communications. Any change to this Contract must be in writing signed and dated by both parties.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the nonperforming party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, earthquake, embargo, epidemic disease, fire, flood, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and are not to be used to construe any part of this Contract.
- Q. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Contractor will determine the means and manner of its performance under this Contract. Contractor is solely responsible for its actions, debts, and other liabilities. Contractor is solely responsible for any taxes and other costs resulting from its performance of this Contract including, but not limited to, federal, social security, and sales taxes and workers' compensation and unemployment insurance. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract.
- K. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of County. Such material includes, but is not limited to, physical, electronic, and any other form of data, document, application, report, survey, map, specifications, design, model, photograph, film, video, and object. Contractor may retain a copy or other replica of the material for its own use. Contractor will treat the material as confidential and not reveal the material without consent from County.
- L. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, a disability that can be reasonably accommodated, or any other protected class.

- M. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by a director, supervisor, or official of the non-sending party.
- N. **RELATED CONTRACT.** County may enter a separate contract(s) for a service and/or deliverable related to this Contract. Contractor will reasonably cooperate regarding such contract(s).
- O. **SEVERABILITY.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract will remain in effect, and, if either party initiates negotiations regarding the term(s) affected by the severance, the other party will negotiate in good faith.
- R. **SIGNATURE.** The person signing below for each party is authorized to sign this Contract on behalf of her/his party. If the person who signs is not authorized to sign and her/his party refuses to be bound by this Contract, the person who signed is individually liable for her/his party's performance of this Contract.
- S. **TERMINATION.**
  - i. **Immediate.** County may terminate this Contract immediately if Contractor fails to maintain insurance and/or if Contractor is not a natural person, Contractor ceases to be active and in good standing with the Wyoming Secretary of State.
  - ii. **Breach.** Either party may terminate this Contract if, after giving reasonable notice of a breach to the other party, the other party fails to cure the breach.
  - iii. **Survival.** Indemnity, liability coverage, warranties, and other pertinent Contract provisions survive termination of this Contract.
- T. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- U. **TIME.** Time is of the essence in performance of this Contract.
- V. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it will not constitute a waiver of any prior or subsequent breach. Failing to object to a breach will not constitute a waiver.

Each party to this Contract, through its undersigned authorized representative(s), agrees to the provisions in this Contract.

**NATRONA COUNTY**

**GINSBACH CONSTRUCTION, LLC**

\_\_\_\_\_  
 Robert L Hendry, Chair  
 Natrona County Board of Commissioners

Date

  
 \_\_\_\_\_  
 Luke Ginsbach  
 Managing Member

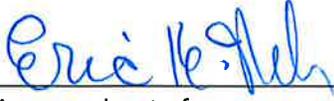
Date

4-29-20

**ATTEST:**

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Tracy Good  
Natrona County Clerk

A handwritten signature in blue ink, appearing to read "Eric K. Nelson", is written over a horizontal line.

Approved as to form  
County Legal Department

**Attachment A**  
**SCOPE OF WORK**

Contractor will perform the following scope of work ("Work") himself, through his employees, and/or his other agents.

Construct a steel building to be used as all season shelter at Ponderosa Park. This building shall be built off site and delivered in whole or in pieces by the Contractor. The shelter shall meet the following specifications:

- 20 feet by 40 feet by 8 feet tall side walls.
- Roof shall have a minimum roof slope of 2/12
- Constructed of noncombustible vandal restraint materials
- Shall have two walk doors (3 feet by 80 inches) and will swing out
- Shall have "window openings" with vandal resistant coverings and shall be a minimum of 4-4 feet by 8 feet and 1-4 feet by 4 feet
- Shall contain insulation and liner panels on walls & ceilings
- Shall contain an 8 feet wide coil door
- Interior shall have a divider wall separating the interior into two rooms, with a 3 feet by 80 inches door
- Shall install a 4 feet by 4 feet overhand over exterior doors
- Shelter shall have a minimum 100 pound per square foot roof snow load (100 pound ground non reducible), Risk Category II (105 wind)

The Contractor shall transport and install the shelter at Ponderosa Park on the existing 20 feet by 40 feet concrete slab.

## CNFR HOSTING AND SPONSORSHIP AGREEMENT

THIS AGREEMENT is made by and between the National Intercollegiate Rodeo Association, Inc., a Washington non-profit corporation ("NIRA"), and the County of Natrona, Wyoming, and the City of Casper, Wyoming, jointly and severally (referred to herein as "HOSTS") on this \_\_\_\_ day of \_\_\_\_\_, 2020.

### RECITALS

WHEREAS, NIRA is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo ("CNFR"); and

WHEREAS, HOSTS desire to act as the hosting city and county facility for the CNFR, and to obtain certain promotional benefits through such association.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, NIRA and HOSTS (jointly and severally) agree as follows:

### AGREEMENT

1. Obligations of Hosts. In consideration of the rights and benefits provided to HOSTS as set forth in Paragraph 2 below, HOSTS shall:

A. Provide to NIRA the use of facilities, personnel, equipment, dirt, and other accommodations as set forth in Exhibit A for the staging and production of the College National Finals Rodeo during each of the years covered by this Agreement. The dates of the Rodeo are set forth in the attached Exhibit G.

B. Pay to NIRA the fees set forth in Exhibit B for the rights granted herein to HOSTS.

HOSTS shall perform their obligations through a "Casper CNFR Rodeo Committee," which shall be composed initially as set forth in Exhibit F. That Committee shall appoint a chief liaison to communicate and interact with NIRA, or several persons to perform specific interactive functions.

2. Hosts Rights and Benefits. Throughout the term of this Agreement, NIRA shall provide to HOSTS the rights and benefits set forth in Exhibit C.

3. Use and Protection of Trademarks/Service Marks and Other Intellectual Property. NIRA and HOSTS each acknowledge that the other owns certain names, trademarks, services

marks, copyright and other intellectual property associated with their respective businesses and enterprises, which marks are specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. In marketing and promoting the CNFR and activities associated therewith, NIRA and HOSTS may make various references to each other and may display the Marks of each other which are identified on Exhibit D, as well as photographs or graphic images of the CNFR and related activities, and each party hereby grants to the other non-exclusive, non-transferable license to use the Marks identified on Exhibit D during the term of this Agreement, subject to the following terms and conditions:

A. The Marks may only be used for or in connection with advertising and promoting the CNFR and activities incidental thereto.

B. Prior to the use of the Marks of the other party, NIRA and HOSTS shall agree in writing as to (1) the form and content of any promotional or advertising materials which bear the other party's Marks, and (2) the media in which such materials are to be used. Approval shall not be unreasonably withheld.

C. Any party may impose reasonable conditions upon the use of that party's Marks, including, but not limited to, conditions for protection of its Marks.

D. Upon termination or expiration of this Agreement, the license granted herein shall automatically terminate and the parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, in which case the use shall cease within 90 days.

E. Neither party hereto will challenge or assist in a challenge to the validity of the other party's Marks, any registrations there of or the ownership thereof. Each party will be solely responsible for taking such actions it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

F. Neither party may sell or otherwise distribute for sale any promotional materials or other merchandising or novelty items bearing the Marks of the other party without a separate written licensing agreement from the other party. The parties shall negotiate in good faith to reach such an agreement.

4. Relationship of Parties. The relationship of the parties shall be governed by this Agreement, and nothing contained herein shall create a joint venture, agency, partnership or employment relationship between the parties. Neither party shall have the right, obligation, or

authority to incur any financial or contractual obligations on behalf of the other, to direct or control the employees, agents, subcontractors, or volunteers of the other, or to control the manner or method utilized by the other party in the performance of its functions.

5. Indemnifications and Damage.

A. NIRA hereby agrees to indemnify and hold HOSTS and its respective officers, directors, agents, and employees harmless from and against any and all claims or expenses of whatsoever nature (including reasonable attorney fees) arising out of the actions of NIRA or its agents and employees in the production and promotion of the CNFR, or arising out of any breach by NIRA of any of its obligations hereunder.

B. Prior to moving into the Casper Event Center or the Natrona County Fairgrounds, the NIRA Commissioner shall conduct an inspection of the respective facilities with the Events Center Manager and the Fairgrounds Manager to identify any damage or safety concerns. HOSTS shall attempt to repair or mitigate said damage and safety concerns prior to commencement of the CNFR. After completion of each year's CNFR, the NIRA Commissioner shall conduct a follow up inspection with the respective facility managers to identify any damage which may have occurred. NIRA shall reimburse HOSTS for such damage.

6. Insurance. NIRA shall maintain in full force and effect, at its own expense, liability insurance covering its activities in the production and promotion of the CNFR. The insurance shall be in an amount and with a company which are approved by HOSTS, and shall name HOSTS as additional insureds. Evidence of such insurance coverage shall be provided to both Natrona County and the City of Casper.

7. Release by Participants. Prior to allowing participation in the CNFR or related activities, NIRA shall obtain release, in the form attached hereto as Exhibit E, duly executed by or on behalf of contestants, officials, and other participants who require approval of the NIRA to participate in the CNFR or related activities.

8. Term of Agreement/First Right to Negotiate. The term of this Agreement shall be from 12:01 a.m. on July 1, 2022, through Midnight on June 30, 2027, unless extended by written agreement of the parties or unless terminated sooner in accordance with the provisions set forth below. If HOSTS have faithfully performed their obligations under this Agreement, they shall have the right to negotiate for an agreement to continue hosting the CNFR after June 30, 2027. Upon notice of the desire to continue hosting the CNFR, NIRA will not enter into negotiations with any other party for hosting the CNFR, and the parties agree to negotiate in good faith between August 1, 2026 and October 31, 2026 to reach an agreement whereby HOSTS may continue hosting the CNFR. If, at the end of that 90-day period, the parties have not reached an

agreement satisfactory to both, NIRA shall be entitled to negotiate with any other party, regardless of whether the ultimate terms of agreement reached are the same or similar to those discussed with HOSTS, and HOSTS shall have the right to schedule the use of its facilities without regard to the CNFR.

9. Termination. Any party may terminate this Agreement as follows:

A. If any party commits a material breach of this Agreement and fails to cure said breach within 30 days after written notice of the alleged breach is sent or delivered by the aggrieved party.

B. If any party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government.

C. NIRA may terminate this Agreement, in its sole discretion, within six months following any CNFR in which NIRA's costs attributable to the CNFR are \$25,000 or more greater than NIRA's revenues attributable to the CNFR.

D. NIRA may terminate this Agreement at the conclusion of any year's rodeo season if local cash sponsorships do not exceed \$100,000 by May 1st preceding that year's rodeo season. A local sponsor is any sponsor with headquarters or its primary offices in the State of Wyoming and its sales are primarily made in the State of Wyoming. Twenty-five percent (25%) of any national cash sponsorship will be credited to the local cash sponsorship requirement if the national sponsor is qualified by the Wyoming Secretary of State to do business in Wyoming, has business offices and/or significant operations or facilities (such as manufacturing or distribution) in Wyoming.

10. Global Spectrum, LP

A. The parties understand and acknowledge that Global Spectrum, LP d/b/a Spectra Venue Management is under contract to manage the Casper Events Center on behalf of the City of Casper. The parties shall comply with the policies, rules and procedures of Global Spectrum, LP for the Casper Events Center, or those of any successor-in-interest of Spectra.

B. Spectra has provided a concurrence letter, dated March 26, 2020, which is attached hereto as Exhibit H.

11. Miscellaneous General Provisions.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest.

B. Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made to a wholly owned subsidiary or an affiliated entity or venture in which it is at least a 51% owner.

C. Counterparts. This Agreement may be executed in counterparts that together shall constitute one and the same instrument which shall be effective when each of the parties has executed a counterpart.

D. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at the address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

NIRA:

Mr. Roger B Walters, Commissioner  
National Intercollegiate Rodeo Association  
2033 Walla Walla Avenue  
Walla Walla, WA 99362  
O (509) 529-4402 or C (936) 661-6028

WITH A COPY TO:

Mr. J. Kent Rutledge  
300 Saddle Drive  
Cheyenne, WY 82009  
P.O. Box 2327  
Cheyenne, WY 80003

HOSTS:

Natrona County Board of County Commissioners  
200 North Center Street, Suite 115  
Casper, WY 82601

City of Casper, Wyoming  
Attention: City Manager  
200 North David Street  
Casper, WY 82601

WITH A COPY TO:

Natrona County Attorney  
200 North Center Street, Suite 300  
Casper, WY 82601

AND

City of Casper Attorney  
200 North David Street  
Casper, WY 82601

E. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

F. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, and venue shall be a court of competent jurisdiction located in Natrona County, Wyoming.

G. Authority. NIRA and HOSTS represent and warrant, each for itself, that each, respectively, has full power and authority to enter into and perform this Agreement.

H. Survival. The provisions of this Agreement, and the obligations of the parties hereunder which, by their own terms, contemplate actions to be performed after termination hereof, including but not limited to the terms of this Agreement regarding payment of fees, indemnification, dispute resolution, and trademarks/service marks, shall survive the termination of this Agreement.

I. Governmental Immunity. Nothing in this Agreement is intended to waive the HOSTS' or its subdivisions' governmental immunity as provided in W.S. 1-39-101 et seq. To the extent that any provision in this Agreement could be interpreted to waive immunity, such provision shall be null and void, and this paragraph shall control. The HOSTS and their subdivisions specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

J. Certification of Authority. The undersigned hereby state and certify that they have full authority to bind and obligate their respective parties to each and every term of this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

***City Signatures***

APPROVED AS TO FORM  
(CITY ATTORNEY)

---

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

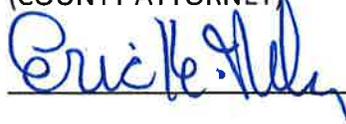
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Steven K. Freel  
Mayor

**County Signatures**

APPROVED AS TO FORM

(COUNTY ATTORNEY)

  
\_\_\_\_\_

ATTEST

Board of County Commissioners  
Natrona County

\_\_\_\_\_  
Tracey Good  
Natrona County Clerk

\_\_\_\_\_  
Rob Hendry  
Commissioner Chairman

**NIRA Signatures**

APPROVED AS TO FORM

(ATTORNEY FOR NIRA)

\_\_\_\_\_

WITNESS

National Intercollegiate Rodeo Association, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Roger B. Walters  
Commissioner

## EXHIBIT A

### Obligations of HOSTS

The HOSTS of the CNFR shall provide to NIRA the following benefits each CNFR year of the Agreement:

A. City of Casper will provide without cost to NIRA:

1. Facility. Rent free use of the Events Center Arena, all Events Center dressing rooms, the Events Center concourse, the back lot, and lot #11 for the days scheduled by the parties as reflected on Exhibit G, and the Summit Room, the Mormon Trail Room, Bridger Trail Room, and the Oregon Trail Room for the fourteen days of NIRA business during the CNFR. City will, in good faith, accommodate the reasonable needs of NIRA necessary to conduct a first class event.
2. Staff. Events staff to run the venue and handle the crowd, including:
  - Stage hands and AV Technicians
  - Ushers and Ticket Takers
  - Crowd Security
  - Crowd First Aid
  - Maintenance Staff
3. Box Office Services. The Events Center box office will provide all ticket services for a \$1.00 per ticket issued handling fee. Ticket back advertisement will be sold as any other sponsorship. A 3% gross value fee for tickets sold through credit card purchase at the box office will be charged back to NIRA. These fees may be raised by mutual agreement in writing between the City and NIRA without amending this agreement.
4. Trade Show Services. HOSTS will solicit trade show exhibitors and sell Events Center space. Price for exhibit space will be determined each year by NIRA and HOSTS. Proceeds will go to NIRA with NIRA paying the Events Center \$20.00 per tradeshow booth space. The Events Center may charge exhibitors for extra equipment per the current Events Center reimbursable rates. Events Center will provide personnel and equipment to assist exhibitors in set up and break down.
5. The Events Center will withhold Wyoming State Sales Tax from the gross ticket sales and submit same on behalf of NIRA to the State of Wyoming. The Events Center will waive the Municipal Parking Fee for this event.
6. Provide year-round storage space for CNFR dirt. NIRA acknowledges and accepts that this dirt storage space is not covered. Sand will be added to the dirt each year as needed until the consistency of the arena floor is acceptable to NIRA.

7. City agrees it will not schedule any equestrian or rodeo events in the Events Center for 45 days before and 40 days after the CNFR without the approval of NIRA.

B. Natrona County will provide, without cost to NIRA:

1. All reasonably necessary facilities located on the Fairgrounds property, except campgrounds and contestant rodeo stalls. In the event of bad weather, the "Arena" will be available for riding. Maintenance of the surfaces of the facilities will be performed as needed by County staff. NIRA shall have the right to approve any other events scheduled on these premises during the 14 days of the CNFR, which approval will not be unreasonably withheld.

2. All panels, chutes, and other arena configuration equipment to be used throughout the interior of the Events Center for production of the CNFR event.

3. All labor necessary to erect and strike the chutes, panels, stalls, exercise arenas, and other elements of the configuration as may be reasonably needed to effectuate the paragraphs above (1 and 2).

4. The Road and Bridge Division of the County shall provide the machines, manpower and dirt for the production of the event at the Events Center, at appropriately scheduled intervals as per NIRA direction.

5. Appropriate man-hours and equipment for the transport and set up, floor preparation, rodeo oversight and arena tear down for both the Fairgrounds and the Events Center. (Indoor arena dirt at a minimum depth of 12" and the outdoor dirt/sand in the pens at a minimum depth of 5" shall be provided by County.)

6. Equipment to adequately feed and water stock at the Fairgrounds and the Events Center.

7. NIRA Commissioner and Fairgrounds Manager will conduct a "walk through" prior to arrival of rodeo stock and contestants' animals to determine overall condition of pens, chutes, etc. Both parties will sign off on a form to be developed by Fairgrounds Manager. After all rodeo stock and contestant animals have left the premises, NIRA Commissioner and Fairgrounds Manager will conduct a final "walk through" to determine if there is any damage to Fairground property.

8. Natrona County Board of Commissioners to make all arrangements for ambulance service and personnel for all CNFR events at the Events Center.

C. The HOSTS shall appoint a CNFR Casper executive Committee which shall be composed of a City Council Representative, the Casper Events Center Manager, a Board of County Commissioners' appointee, the Central Wyoming Fair and Rodeo representative, and a fifth member-at-large, which shall be appointed jointly by the City and County. (The Committee composition for the CNFR is set forth on Exhibit F). The function of the CNFR Committee shall be as follows:

1. Actively seek out local, state, and regional sponsors and other economic benefits in conjunction with NIRA.
2. Seek local, state, and regional in-kind donations with the help and direction of NIRA.
3. Promote, conduct, and arrange advertising and promotion of the CNFR as may be appropriate to effectively draw media attention and spectators to the event in accordance with direction on NIRA.

D. NIRA will provide operating expenses for the HOSTS. HOSTS Committee will submit an operating budget for NIRA approval prior to October 1st each year. NIRA will not be responsible for any other or incidental expenses incurred by the City or the County without NIRA's express written consent.

E. NIRA will provide or reimburse the HOSTS for providing the following equipment, in the event the equipment use is not donated:

- Forklift capable of working in dirt
- Internet connection for the media
- Office equipment for the NIRA office at the Events Center
- Chain motors to hang the scoreboard and television broadcast equipment
- Supplemental lighting for television and sponsor signage
- Long distance phone service to the NIRA office at the Events Center

HOSTS will make their best efforts to obtain sponsors for the above services.

F. HOSTS will oblige reasonable requests for accommodations for NIRA officials and guests including complimentary Fairgrounds horse stalls and camp spaces and a minimum of 42 hotel/motel rooms, VIP room passes and other necessary in-kind services and equipment. NIRA will specify such needs on or before May 1 each year.

G. Stall fees at the Fairgrounds will be \$50.00 per horse.

H. Camp spaces at the Fairgrounds will rent for \$25.00 per night with a maximum of 10 nights.

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EXHIBIT B  
Sponsorship Fees

The HOSTS (City of Casper and Natrona County) each shall pay to NIRA the following sponsorship fees for each CNFR year of the Agreement. Such payments will be made on May 1 of each year as follows:

2023	\$22,000.00
2024	\$24,000.00
2025	\$26,000.00
2026	\$28,000.00
2027	\$30,000.00

[The rest of this page is intentionally left blank.]

EXHIBIT C  
Host Sponsorship Benefits at CNFR

The City of Casper and the Natrona County Commissioners shall each receive the following benefits in connection with each CNFR.

1. Area Signage. One large arena sign with appropriate message and logos. (Signage to be created by HOSTS in accordance with NIRA specification).
2. Program Ad. One-half page, black-and-white ad in the official program of the CNFR.
3. Collegiate Arena. Inclusion with sponsors in the tribute section of the NIRA newspaper "Collegiate Arena," CNFR special edition. Logos on disc and hard copy must be sent to the NIRA office by April 15 each year.
4. Live Mentions. A one-sentence mention during each performance of the CNFR by arena announcers (text may be provided by HOSTS).
5. Seating. Between them, HOSTS shall share 20 (10 City and 10 County) VIP box seats per performance of the CNFR.
6. VIP Privileges. Twenty (10 City and 10 County) passes to the VIP room before and after the performances, and passes to other events to which HOSTS and VIPs are invited.
7. Print Media Acknowledgements. Hosts' logos and/or names in appropriate print media advertising.
8. Tribute Performance. Special "Thank You" night mid-performance tribute to the City and County officials in stagecoach or similar mid-arena presentation.
9. Scholarship. In the event CNFR yearly revenues exceed CNFR yearly expenses, 10% of the net revenues will be contributed to the National Intercollegiate Rodeo Foundation to establish a permanent NIRF scholarship in the name of Natrona County and the City of Casper, Wyoming. The parties agree to work together to develop the details of this scholarship.
10. Concession. NIRA acknowledges and accepts that the City and its subcontractor's at the Events Center retain all rights to food and beverage sales including alcohol.

EXHIBIT D

National Intercollegiate Rodeo Association  
National Intercollegiate Rodeo Foundation  
College National Finals Rodeo  
College Rodeo Championship Series



EXHIBIT E  
COLLEGE NATIONAL FINALS RODEO

RELEASE OF CLAIMS FOR DAMAGE DUE TO INJURY OR DEATH AND  
ACKNOWLEDGEMENT OF NIRA'S OWNERSHIP OF TELEVISION/MEDIA RIGHTS

I, the undersigned participant, hereby acknowledge that rodeo and livestock are inherently dangerous and represent a substantial risk of personal injury, property damage and/or death to all participants, including contestants, stock contractors, clowns/bullfighters, rodeo officials, laborers, volunteers, and others in the areas to which access by the general public is restricted, such as the rodeo arena, areas used for entering and leaving the arena, chutes, pens, warm-up areas, and other areas reserved and intended for use or access by participants or otherwise restricted for access by the general public. **I hereby specifically acknowledge that my participation in any capacity in the College National Finals Rodeo subjects me to significant risk of serious property damage, personal injury and/or death.**

Recognizing the above-mentioned risks, and in consideration for being permitted to participate in the College National Finals Rodeo events, on behalf of myself, my heirs, personal representatives, assigns, and other successors, **I hereby assume all such risks of property damage, personal injury, and death, and I hereby waive, release, and forever discharge the NIRA, the Casper CNFR Rodeo Committee, the City of Casper, the City Council of the City of Casper, Natrona County, the Natrona County Board of County Commissioners, the Casper Events Center, Global Spectrum, LP, all CNFR sponsors, together with each of their directors, officers, employees, agents and other representatives, from and against any and all claims or demands which I may at any time have, whether such claims are now known or unknown, foreseen or unforeseen, which arise or result from, or are in any way connected with my participation in the College National Finals Rodeo or related events, whether caused by the negligence of any of the parties released or by any other cause.**

I hereby acknowledge and affirm that all right, title, and interest in and to intellectual property rights arising from the performance of all NIRA events, including the College National Finals Rodeo, is the exclusive property of NIRA, and NIRA has the full right to use my image and likeness as depicted in any form or medium reflecting my participation in the College National Finals Rodeo for any purpose in connection with the commercial exploitation of the media right herein acknowledged.

In the event of any litigation by any party released herein to enforce this Release, or by the NIRA to enforce the intellectual property rights of the NIRA, I agree to pay all costs incurred in connection with such litigation, including reasonable attorneys' fees.

I represent and warrant that I have read and understand this Release of Claims and Acknowledgement of NIRA's Rights, that it is a legal contract that deals with important legal rights, and that I have freely and voluntarily executed this document.

NAME OF PARTICIPANT:

\_\_\_\_\_  
(Please Print Legibly)

SIGNATURE OF PARTICIPANT:

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Code: \_\_\_\_\_

BIRTHDATE OF PARTICIPANT: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

**Note: If participant is under the age of 18 years, the parent(s) or legal guardian(s) must sign below.**

FOR PARENT/LEGAL GUARDIAN:

THE UNDERSIGNED PARENTS/LEGAL GUARDIAN OF THE PARTICIPANT ACCEPT THE TERMS OF THIS RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF NIRA'S RIGHTS FOR OURSELVES AND FOR THE NAMED PARTICIPANT, AND AGREE TO BE FULLY BOUND BY THE ABOVE TERMS AND PROVISIONS.

INDICATE WHETHER \_\_\_\_ PARENT OR \_\_\_\_ LEGAL GUARDIAN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

EXHIBIT F  
Casper CNFR Executive Committee

1. Fair Board Representative
2. Casper Events Center Manager
3. County Commissioner's Representative
4. City Council Representative
5. At-Large Joint City-County Appointee

[The rest of this page is intentionally left blank.]

EXHIBIT G

<b>Year</b>	<b>CNFR Dates</b>	<b>NIRA Move-In</b>	<b>NIRA Move-out</b>
2023	6/11-6/17	6/6	6/19
2024	6/9-6/15	6/4	6/17
2025	6/15-6/21	6/10	6/23
2026	6/14-6/20	6/9	6/22
2027	6/13-6/19	6/8	6/21

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EXHIBIT H  
Concurrence Letter from Global Spectrum, LP dated March 26, 2020  
(Attached)



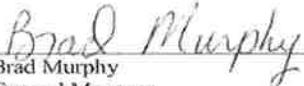
**BRAD MURPHY**  
General Manager

Casper Events Center  
1 Events Drive, P.O. Box 128 Casper, WY 82602  
C: 307.235.8448  
Brad.Murphy@spectrap.com

March 26, 2020

Global Spectrum, LP d/b/a Spectra Venue Management is aware the City of Casper may approve a five-year contract extension through June, 2027 with the National Intercollegiate Rodeo Association (NIRA) to host the College National Finals Rodeo at the Casper Events Center. Global Spectrum concurs with the provisions and terms set forth therein.

On behalf of Global Spectrum, LP d/b/a  
Spectra Venue Management

  
\_\_\_\_\_  
Brad Murphy  
General Manager

  
\_\_\_\_\_  
Date



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

April 30, 2020

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

Dear Mr. Hendry:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-56-0004-063-2020 for the Casper/Natrona County International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 30, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

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 drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Paulette Lugo by email ([paulette.lugo@faa.gov](mailto:paulette.lugo@faa.gov)) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Paulette Lugo at 303-342-1256. We sincerely value your cooperation in these efforts.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**CARES ACT AIRPORT GRANT AGREEMENT**

**PART I – OFFER**

Federal Award Offer Date	April 30, 2020
Airport/Planning Area	Casper/Natrona County International Airport
CARES Grant Number	3-56-0004-063-2020 (Contract No. DOT-FA20NM-K1032)
Unique Entity Identifier	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 Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated April 21, 2020, for a grant of Federal funds at or associated with the Casper/Natrona County International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Casper/Natrona County International Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Casper/Natrona County International Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a

subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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 \$1,544,449.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

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 Grant 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 shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
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 unless this offer has been accepted by the Sponsor on or before May 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, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. 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(s). 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 relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** 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>).
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. **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.
14. **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 expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **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 the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is 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 the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**17. Ban on Texting While 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 this 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 while driving in all subgrants, contracts and subcontracts.

**18. 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:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;

- b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. 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).

**19. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### **SPECIAL CONDITIONS**

1. **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 a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

- F. Submit a copy of the executed agreement to the FAA.
- 4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant 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 CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
John P. Bauer (Apr 30, 2020)

*(Signature)*

**John P. Bauer**

*(Typed Name)*

**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 Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, 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 Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated \_\_\_\_\_

**COUNTY OF NATRONA, WYOMING**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, 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 CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. 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.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

###### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

RESOLUTION 15-20

A RESOLUTION APPROVING AN APPLICATION FOR COUNTY SUPPORT FOR IMPROVEMENT AND SERVICE DISTRICTS SUBMITTED BY THE BIG RIVER ESTATES IMPROVEMENT AND SERVICE DISTRICT

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming adopted Rules Governing Natrona County Support for Improvement and Service Districts;

WHEREAS, the rules set forth the process and procedure by which an improvement and service district may apply for financial assistance from Natrona County for the improvement and maintenance of public roads within a Service District;

WHEREAS, the Big River Estates Improvement and Service District has submitted a complete application for financial assistance for a District road project; is requesting assistance from Natrona County in the amount of \$9,000; has provided all required district financial and other records; and provided estimates of the work for which the District is seeking assistance;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby finds the application for financial assistance provided by the Big River Estates Improvement and Service District to be complete and that the proposed District road project is a project that is permitted by the Rules.

BE IT FURTHER RESOLVED that the Board of County Commissioners does hereby approve the application for financial assistance received by the Big River Estates Improvement and Service District in the amount of \$9,000.00.

DATED this 5th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

\_\_\_\_\_  
Robert L. Hendry, Chairman

ATTEST:

\_\_\_\_\_  
Tracy Good, County Clerk



Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

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April 28, 2020

TO: Rob Hendry, Chairman of the Board of Commissioners,  
Commissioners and Tracy Good, County Clerk

FROM: Michael D. Haigler, Road and Bridge Superintendent *MDF*

RE: Big River Estates Application for County Support for Road  
Improvements

Please find the attached application from Big River Estates for considerations of funds to assist with maintenance and improvement of public roads. I reviewed the application for completeness and found everything to be in order.

Mrs. Terry Gallagher has respectfully submitted this application and she can be available to discuss any questions or concerns you may have.

Staff recommends approval of this application for funding in the amount of \$9,000.00 as a 50% match to the total project cost of \$18,000.00.



NATRONA COUNTY  
APPLICATION FOR COUNTY SUPPORT FOR  
IMPROVEMENT AND SERVICE DISTRICTS

**Part 1: Only to be completed when an Applicant is requesting assistance for the formation of an Improvement and Service District. Please note that there is a maximum amount of \$5,000.00 available to assist with the formation of an Improvement and Service District under this program.**

Application is requesting financial assistance to form a District? Yes \_\_\_\_\_ No X

Acreage (approximate) of proposed district: \_\_\_\_\_

Number of lots proposed to be part of district: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name and contact information of legal representative of proposed district: \_\_\_\_\_

**Part 2: This section is to be completed by an Improvement and Service District that has been established pursuant to Wyoming State Statutes § 18-12-101 *et seq.* and is applying for funds to assist with the maintenance and improvement of public roads. Please note that there is a maximum amount of \$25,000.00 available as matching funding for any grant or any district road project per fiscal year.**

District Name: Big River Estates

Mailing Address: 11311 E Tom Sawyer Road.

Contact Person: Terry Gallagher

Phone: 307-265-0825

Governing Board members: Terry Gallagher, Eric Linford  
Jennifer Gallagher

APPROVED AS TO FORM  
NATRONA COUNTY ATTORNEY  
BY: Buck K. Neh  
DATE: 4-20-2020

Was the District formed to construct, maintain, or improve roads within the District? yes

If not, does the District intend to modify the formation documents and any bylaws or rules to allow for the construction, maintenance, and improvement of roads within the District? \_\_\_\_\_

Acreage (approximate) of district: 130

Date of district formation: August 15, 2002

Number of lots: 10

Population of District: 17 in Big Rivers Estates 17 others use Road.

Ratio of Developed and undeveloped land: 100:30

Is area legally platted? yes

District boundary map included? yes

Is District Zoned? yes If so, what is it zoned? Residential/Agriculture

Is District in compliance with the Elections Office? (Submit letter of compliance). yes

Please provide a copy of any applicable covenants that may apply to properties within the District.

**PROJECT INFORMATION:**

Is the project anticipated to be complete in the next 18 months? Yes  No \_\_\_\_\_

Amount of funding requested: \$ the match 50% of 18,000.

List any additional sources of matching funds: None

Description of proposed project: (Include any engineering reports or other applicable documents)

Attached.

Total project cost (estimated) (itemize on separate sheet): 18,000

Projected start date: 5/26/2020 Projected completion date: 5/29/2020

Briefly describe why the project is needed:

Road need upgraded with gravel

**FINANCIAL INFORMATION:**

Current Mill Levy for the District: \$ 67.89

Current Assessed Valuation (County Assessor's Office): \$ See Attachment

Current Indebtedness: \$ 0

Current Income statement and balance sheet: \$ See Attachment

Improvement and Service District dues or assessments: (Describe)

\$250.00 per year per owner

Will the project generate user fees, charges, other revenues or income revenue?

Yes \_\_\_ No X

List and describe other potential funding sources:

Voluntary contribution

Other pending applications for funding:

None

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

BK Farms

Respectfully submitted,

(SEAL)

Terry Gallagher by MDT 7/28/2020

Title: Board Member

Attest: \_\_\_\_\_

Secretary

# Natrona County Application for County Support for Improvement and Service Districts For Dedicated Public Roads

**Part 2: This section is to be completed by an Improvement and Service District that has been established pursuant to Wyoming State Statutes 18-12-101 et seq. and is applying for funds to assist with the maintenance and improvement of dedicated public roads. Please note that there is a maximum amount of \$25,000.00 available as matching funding for any grant or any district road project per fiscal year.**

District Name: **Big River Estates**

Mailing Address: **11311 E Tom Sawyer Road**

Street or P.O. Box City State Zip Code **Evansville WY 82636**

Contact Person: **Terry Gallagher**

First Name Last Name

Phone **307 265 0825**

Governing Board Members: Terry Gallagher, Eric Linford, Jennifer Gallagher

Was the District formed to construct, maintain, or improve dedicated public roads within the District? **Yes**

If not, does the District intend to modify the formation documents and any bylaws or rules to allow for the construction, maintenance, and improvement of dedicated public roads within the District?

Acreage (approximate) of district: **130**

Date of District formation: **August 15, 2002**

Number of lots: **10**

Population of District: **17 in Big River Estates Improvement & Service District; 17 others who live in the area using the roads**

Ratio of Developed and Undeveloped land: **100:30**

Is area legally platted? **Yes**

District boundary map included? **Yes**

Is the District Zoned? **Yes**

If so, what is it zoned? **residential/agriculture**

Is District in compliance with the Elections Office? (Submit letter of compliance) **Yes**

*Please provide a copy of any applicable covenants that may apply to properties within the District.* **ATTACHED**

## **PROJECT INFORMATION:**

Is the project anticipated to be complete in the next 18 months? **Yes**

Amount of funding requested: **\$18,000.00**

List any additional sources of matching funds: **none**

Description of proposed project: (Include any engineering reports or other applicable documents) **ATTACHED**

Total project cost (estimated) (itemize on separate sheet: **ATTACHED**

Projected start date: Projected completion date: **May 26– May 29, 2020, depending on success of the application/weather permitting**

Briefly describe why the project is needed: **ATTACHED**

### **FINANCIAL INFORMATION:**

Current Mill Levy for the District: **\$67.89**

Current Assessed Valuation (County Assessor's Office): **ATTACHED**

Current Indebtedness **\$0**

Current Income statement and balance sheet **ATTACHED**

Improvement and Service District dues or assessments **\$250.00/year per owner**

Will the project generate user fees, charges, other revenues or income revenue? **No**

List and describe other potential funding sources: **Voluntary contribution**

Other pending applications for funding: **None**

Land developers or others whose business ventures will directly benefit from project and funding or other assistance requested, received, or pledged from these sources:

**BK Farms**

Respectfully submitted,

(SEAL)

Title

Attest: Secretary

## **Checklist of required documents for roadway drainage and/or surfacing projects:**

Two copies of completed application

A copy of the resolution of district formation

Letter from Elections Office stating District is in compliance with all appropriate statutes

A copy of any plats of property within District if platted

District boundary map with complete legal description

A copy of any covenants that may be applicable to property within the District

Cost estimates from contractor(s) and proposed budget of project

Proposed construction schedule

Phased construction schedule, if applicable

Proposed locations (roads) of surfacing and/or drainage improvements

A description as to who will perform the proposed maintenance and improvement

copy

RESOLUTION NO. 96-02

RESOLUTION FOLLOWING HEARING OF PETITION FOR FORMATION OF PROPOSED BIG RIVER ESTATES ROAD IMPROVEMENT AND SERVICE DISTRICT

WHEREAS, the Board of County Commissioners, Natrona County, Wyoming, has received a petition requesting the formation of an improvement and service district; and

WHEREAS, the Natrona County Clerk has within ten days of submission of the petition examined the petition to determine that the requisite number of qualified signators owning at least sixty percent (60%) of the land within the territory proposed for the district and whose land has an assessed value of sixty percent (60%) or more of the assessed value of all of the land within the proposed district; and

WHEREAS, the Board of County Commissioners, having received the petition have set a date for the hearing not less than 45 days nor more than 90 days after the date of filing; and

WHEREAS, a notice of hearing was published by two (2) insertions in a newspaper of general circulation, the last at least 10 days prior to the date of the hearing; and

WHEREAS, a public hearing was held in the County Commissioners Meeting Room, 120 West First, Casper, Wyoming, on the 5th day of November, 2002; and

WHEREAS, the Board of County Commissioners has determined that the owners will be benefited by the establishment of the district and that the proposed boundaries are appropriate and reasonable.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the formation of the Big River Estates Road Improvement and Service District is hereby approved with the boundaries of said District described as follows:

Big River Estates Subdivision

BE IT FURTHER RESOLVED that a mail ballot election for organization of the Big River Estates Road Improvement and Service District be held on the 4th day of February, 2003. The following electors are hereby appointed as judges of said election:

- 1. Mary Ann Collins
- 2. Renea Vitto
- 3. Diahann Franklin

Providing, however, that if within thirty (30) days of the hearing the Board of County Commissioners receives written protests signed by owners of at least thirty five per cent (35%) of the assessed valuation of property to be included in the district, the proposed district shall fail.

APPROVED this 5th day of November, 2002.

THE BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING



ATTEST  
*Mary Ann Collins*  
 Mary Ann Collins, County Clerk

*Jan Campbell*  
 Jan Campbell, Chairman

My term of office expires  
January 6, 2003

**September 5, 2019**

**Terry Gallagher**

**Big River ISD**

**Dear Ms. Gallagher,**

**The Natrona County Clerk's office has reviewed the records for Big River Improvement and Service District and its compliance with the Election requirements pursuant to WS 22-29-101 thru 22-29-601. According to the records of the Natrona County Clerk we find that the district is in compliance with the election requirements. Attached you will find a record of the current Board of Directors. Please feel free to contact this office with any further questions at 307-235-9217.**

**Sincerely,**

**Leticia Drake, Deputy**

**County Clerk**

copy

PLAT # 701506  
**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BIG RIVER ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions ("covenants") regulating and controlling the use and development of real property made effective this 15<sup>th</sup> day of August 2002, by N 3 Ranch Partnership.

I. **Purpose.** N 3 Ranch Partnership, <sup>Bernard</sup>~~Bud~~-Fenster and Kelly Fenster, General Partners, ("Declarants") are the owners of certain real property located in Natrona County, Wyoming and more particularly described in Exhibit A attached hereto and incorporated by reference ("the property"). Declarants are adopting the following covenants, conditions, and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

II. **Declaration.** Declarants hereby declare that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants. The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest of any part of the property.

III. **Definitions.** The following terms and phrases used in these covenants shall be as follows:

1. **Common Services** - shall mean roadway maintenance, utility lines maintenance or repair services, repair of the Common Road and Shared Access Road and the utility lines located in the right of way of such roads.

2. **Development** - shall mean any major alterations of the natural land surface, and major alterations or new construction of all buildings, structures or other site improvements placed on the land.

3. **Lot** - shall mean any portion of the property as shown on a recorded plat.

4. **Owner** - shall mean all the recorded owners of a lot, including a contract purchaser, but excluding anyone having a security interest in the lot to serve as security for the performance of an obligation.

5. **Principal Residence** - shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

6. **Animal Unit** - shall mean:

(a) one adult horse or a mare and colt less than one (1) year old; or

(b) one yearling (or older) horse; or

0701574

NATRONA CO. CLERK WY  
MARY ANN COLLINS  
RECORDED

2002 OCT 2 PM 4 43

Brown Draw + Massey

4-1702

- (c) one adult cow including a cow with a calf less than six (6) months old;  
or
- (d) one steer, bull or heifer more than six (6) months old; or
- (e) one adult llama; or
- (f) three sheep or ewes with lambs less than six (6) months old.

7. Lot 10 -- shall mean that lot platted as lot 10 and consisting of approximately 40 acres.

IV. Association Membership. Every owner of a lot that is subject to assessment shall be a member of the Big River Estates Homeowners Association (the "association"). Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

V. Voting Rights. The association shall have one class of voting membership. Members shall be all lot owners and each lot shall be entitled to one vote.

VI. Meetings. The Association shall call and conduct an annual meeting of association, and shall meet from time to time as necessary to administer and enforce these covenants. The association shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of the association and design committee.

VII. Association Authority and Duties.

The Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants. Each lot owner shall obtain written approval from the Homeowner's Association prior to constructing any structures or improvements on his/her lot(s).

VIII. Development and Land Use Restrictions - All development and use shall conform to the following requirements:

1. Authorized Structures - No building or structure shall be constructed on any lot except single-family residences, garage facilities, guest houses, associated outbuildings, barns, stables and corral facilities. Guest houses may only be constructed after completion of the main residence.

2. Use of Lots - Lots of the development are to be used solely for residential and agricultural purposes. Residential purposes include home businesses that require no employees. ✕

3. Building Envelopes - It is understood that Lots 1-9 have building envelopes above the one-hundred (100) year flood plain, which may require that all man-made

structures be built within the confines of these building envelopes or in a manner where the structure is elevated above the one-hundred (100) year flood plain.

4. **Permitted Residential Structures** - No mobile homes will be permitted on any lot. No homes will be permitted upon any lot unless the main floor of the home exceeds 1500 square feet.

5. **Utilities** - Electrical and telephone will be installed underground. All utilities on lots shall be completed underground, at owners expense.

6. **Maintenance** - Each lot and all improvements thereon shall be maintained in clean, safe and sightly condition. Unusable vehicles or units shall be kept in covered or garage area.

7. **Waste Disposal** - Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owner's expense. Such waste disposal system shall conform to the standards applicable to the area, including without being limited to, the Wyoming Public Health Department. No outdoor toilets shall be permitted, except during construction.

8. **Excavation and Mining** - No excavation for stone, sand, gravel, or earth, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind, shall be permitted on any lot.

9. **Livestock and Pets** - Livestock or pets shall be controlled at all times so that they do not cause a nuisance to neighboring lot owners and so that the presence or activity of such pets or livestock does not harass or endanger wildlife Livestock shall be kept and maintained within stables, corral facilities, and pasture areas.

Livestock on lots 1-9 will be limited to five (5) animal units per lot.

Livestock on lot 10 will be limited to twenty (20) animal units.

10. **Use of Firearms and Fireworks** - The discharge of firearms or fireworks within the subdivision is prohibited except in those instances where a licensed gun-smith or his agent is required to discharge firearms in the course of their trade.

11. **Fencing** - Fences shall be treated as improvements and are subject to approval of the Association. Additionally, all fencing must comply with the requirements of the Natrona County Land Use Regulations.

12. **Setbacks** - Minimum setbacks for structures are twenty-five (25) feet from adjacent public roads and ten (10) feet from all property lines not abutting a road.

**IX. Easements.** There is, hereby, reserved for the purpose of installing and maintaining utility facilities an easement on the lots.

X. Limitations of Liability. The association shall not be liable to any party for any action or inaction with respect to any provision of these covenants, provided that the association has acted in good faith.

XI. Violations, Enforcement, Liens and Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Homeowner's Association. Any lot owner who uses or allows his/her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Homeowner's Association as a result of any actions necessary to enforce the covenants.

XII. Amendment. These covenants may be amended by the written consent of all association members

XIII. Duration of Covenants. All the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effective at all times against the property and the owners, subject to the right of amendment as set forth herein.

XIV. Application of Covenants. Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration, unless expressly excepted, and every lot owner or purchaser through his/her purchase or ownership expressly accepts operation and enforcement of all of the provisions of this declaration.

IN WITNESS WHEREOF, Declarants have executed this Instrument effective the day and year first above written.

DECLARANTS:  
N 3 RANCH PARTNERSHIP

By: Kelly J Fenster  
General Partner

By: Bernard W Fenster  
General Partner

STATE OF WYOMING        )  
                                  ) SS.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me by Declarants this 15 day of August, 2002.  
Witness my hand and official seal.

Carolyn S. Mariegard  
Notary Public

My Commission Expires:  
Feb. 11, 2005





NATRONA CO. CLERK WY

MARY ANN COLLINS

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BIG RIVER ESTATES SUBDIVISION**

2003 MAR 14 AM 8 56

The Declaration of Covenants, Conditions and Restrictions for Big River Estates Subdivision, which has previously been recorded with the County Clerk of Natrona County, Wyoming as Instrument No. 0701574 and which has previously been amended on February 19, 2003, Instrument No. 0710451, is further amended this 11th day of MARCH, 2003, with the written approval of the majority of all current landowners and members of the Big River Estates Homeowners Association as follows:

Section VI. Meetings. is changed in its entirety to read as follows:

The Association shall call and conduct an annual meeting of the association, and shall meet from time to time as necessary to administer and enforce these covenants. The association shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of the association.

Section VII. Association Authority and Duties. is changed in its entirety to read as follows:

The Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants. Each lot owner shall obtain written approval from the majority of the Homeowners' Association (6 votes or greater) prior to the construction of 1) the main residential structure, 2) a guest house and 3) garages, barns or outbuildings that exceed 2500 square feet. All of the previously mentioned structures which require approval shall fully comply with the applicable Natrona County Building Codes and Regulations.

Section VIII, paragraph 4. Permitted Residential Structures is changed in its entirety to read as follows:

No mobile homes will be permitted on any lot. Modular homes on permanent foundations will be permitted. No homes will be permitted upon any lot unless the total square footage of the home exceeds 1500 square feet.

Section VIII, paragraph 10. Use of Firearms and Fireworks is changed in its entirety to read as follows:

10. Use of Firearms - The discharge of firearms within the subdivision is prohibited except in instances of personal protection or vermin control.

Section VIII, paragraph 11. Fencing is deleted in its entirety.

Section XIV. Application of Covenants. is changed in its entirety to read as follows:

Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration, unless expressly excepted, and every lot owner or purchaser through his/her purchase or ownership expressly accepts operation and enforcement of all of the provisions of this declaration.

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7-26<sup>00</sup>

Ken Gibson

**BIG RIVER ESTATES  
IMPROVEMENT & SERVICE DISTRICT  
April 2020**

**Mark Twain Road Improvement Project**

**Knife River Construction**

Per conversations with Chris Barbaree at Knife River, this project will entail grading down existing road. There is very little usable material left on the road. Knife River will grade and rework the existing road, preparing for fill in the deepest spots for leveling. They will grade 25 ton of W base on the road, building it back to original level. This includes crowning, packing, dust stabilization.



AN MDU RESOURCES COMPANY

## Knife River

PO Box 730

Casper, WY 82601

Contact: Chris Barbaree

Phone: (307) 251-5886

Fax: (307) 234-7211

Quote To: Pat Gallagher *Big River Estates*

Job Name: Mark Twain Grading

Phone: (307) 2674343

Date of Plans: N/A

Fax: *Terry Gallagher*  
*Director*  
*307 267-1246*

Revision Date:

Updated Pricing for 2020  
Inquiry # 19127 REVISED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	1,200.00	1,200.00
20	GRADING EXISTING	4,270.00	SY	1.35	5,764.50
30	"W" BASE (225 TONS) PLACED	225.00	TN	52.75	11,868.75
<b>GRAND TOTAL</b>					<b>\$18,833.25</b>

### NOTES:

- 1 This unit price proposal is based on engineered drawings/conversations between Chris Barbaree and Pat Gallagher.
- 2 Proposal covers reworking and grading Mark Twain Rd. Proposal also includes adding 225 tons of "W Base" to the existing road.
- 3 Knife River's scope of work is bid to be performed during the 2020 construction season based on a mutually agreed upon schedule. Escalation for fuel, asphalt oil & cement powder are not included in this proposal.
- 4 This Proposal is offered for acceptance within 30 days from date of this Proposal, or it may be withdrawn at the Seller's option.
- 5 Proposal is based on non-prevailing wage rates.
- 6 Proposal includes one move-in for each scope of work for this project. If Customer, GC, or other subcontractors causes additional mobilizations outside the control of Knife River, Knife River shall be reimbursed for the additional moves at cost +15%.
- 7 Exclusions:
  - Bonds, permits, and fees (bondable for an additional 1%)
  - All Piers.
  - All engineering, surveying, staking and testing.
  - All overexcavation and backfill of building foundations.
  - All cost associated with soft spot repairs.
  - All work associated with winter and wet working conditions.
  - All cold weather concrete additives, tarps & blankets.
  - All decorative concrete (i.e. color, stain, stamping, etc.).
  - All sawcut & sealed concrete joints.
  - All bollards, light poles, flag poles & bases.
  - All fees associated with third party billing systems such as Textura.
  - All landscaping (i.e. fencing, rip-rap, brick pavers, splash blocks, irrigation, seeding, planting, fine grading behind curbs, etc.)

All dry utilities & conduit (i.e. telephone, power, gas, light poles, etc.).

All prime coat & fog seal.

All seeding.

All SWPPP & erosion control measures.

Any scope of work not specifically defined in this proposal.

- 8 Additional work not included in this proposal or plan set will be billed on a time and materials basis (at Knife River's then-current rates).
- 9 Knife River will clean up its own work & keep work area clean. This proposal does not include return trips to the site to re-clean work installed after Knife River has de-mobilized from site. If Knife River's work is damaged by the acts or omissions of others, Knife River will not be responsible for repairing the damages.
- 10 Knife River-Casper will not honor "back-charges" or deductions in payment that have not been discussed and authorized in writing by an authorized agent of Knife River.
- 11 Knife River will perform its contract work in accordance with the project specifications and industry standard practice.
- 12 Knife River does not assume responsibility for damages or losses due to unsuitable soil conditions, poor design, and/or actions of others. If Knife River discovers some unusual site conditions of concern (i.e. soils, grades, etc.). Knife River will bring it to the owner's or engineer's attention for remedy. Knife River is not responsible for testing soil conditions.
- 13 Schedules are subject to extensions caused by unfavorable weather conditions, lack of site accessibility, labor disputes, delay of material deliveries, vandalism, and/or acts of God.
- 14 This proposal is based on the assumption that there are no hazardous or toxic substances on the project which will be encountered in the performance of any work, and which have not been disclosed to Knife River in writing. Knife River shall not be responsible for testing to determine the presence or absence of hazardous or toxic substances, nor for the removal of any such substances for the project, and Customer shall defend, indemnify and hold Knife River harmless from any costs or liability incurred by Knife River as a result of its performance by reason of the presence of hazardous or toxic substances found in any soils or underground tanks, pipes, or other structures on the project or fill material provided by owner or others.
- 15 If there are any discrepancies or conflicts between any other agreement between the parties and this proposal, this proposal and the terms and conditions set forth herein shall govern.
- 16 Final payment to be made on a unit price basis.
- 17 No retention may be withheld from partial payments.
- 18 An 18% finance charge may be assessed on all amounts that are 30 days past due.
- 19 Trash dumpsters and toilet to be provided by others.
- 20 Unless otherwise agreed in writing by the parties, all amounts are due in full from Customer as of the date of substantial completion of Knife River's work.
- 21 In the event Knife River incurs any attorney fees or costs to collect any amount owed, the Customer shall promptly pay said fees and costs, whether or not suit is filed.
- 22 On all amounts not paid within 10 days from the date of substantial completion Customer will pay interest at the rate of 1.5% per month (18% per annum).
- 23 These terms and conditions and the terms on the first page of this proposal constitute the entire agreement of the parties and may only be changed upon mutual written agreement of the parties. No waiver of any term herein shall at any time thereafter be held to be a waiver of any of the terms hereof or Knife River's subsequent right to insist on strict performance of said terms.
- 24 Material and workmanship warranty is limited to 12 months from physical completion of Knife River's work following project acceptance by the owner. Knife River's warranty period starts upon completion and acceptance of Knife River's scope of work only. Excludes all time delay caused by other entities out of Knife River's control.
- 25 The parties each waive their respective right to trial by jury in any matter, dispute, action or proceeding.
- 26 This agreement shall be construed and interpreted under the laws of the State of Wyoming.
- 27 Knife River has statutory lien rights - See the preliminary Notice to Owner.

CUSTOMER: Big River Estates Improvement & Service District

By: Jerry Ballagh Date: 4/27/2020

Title: Director

KNIFE RIVER:

By: [Signature] Date: 04/27/2020

Title: Estimator

Describe briefly why project is needed:

Mark Twain is ¼ mile of dirt road that continually gets flooded or blocked by blowing snow. It has been deteriorating for years; worn down due to weather conditions, traffic and speed.

Not enough funds to do continual maintenance.

A cattle ranch was established in our residential subdivision on the west side. They built a pole fence down Mark Twain Road. As the wind usually blows from the west/southwest, the fence creates snow drifts right on Mark Twain. The amount of snow, at times, can block any traffic coming or going. We don't have a snow removal contract.

The road is so worn down, snowmelt and rain flood it creating large, deep pools that can extend across the road. The road is full of potholes, deep ruts, and mudpits throughout the year.

These conditions create a possible emergent situation regarding fire, accidents, injury, health, crime, etc.

**Big River Estates Property Assessment  
4/16/2020 Per Matt Keating**

<b>11111 E Tom Sawyer Road</b>	<b>\$31,554.00</b>
<b>11211 "</b>	<b>\$2,689.00</b>
<b>11311 "</b>	<b>\$40,776.00</b>
<b>11411 "</b>	<b>\$2,691.00</b>
<b>11511 "</b>	<b>\$80,340.00</b>
<b>11611 "</b>	<b>\$34,169.00</b>
<b>11711 "</b>	<b>\$101,960.00</b>
<b>11811 "</b>	<b>\$2,694.00</b>
<b>11911 "</b>	<b>\$43,029.00</b>
<b>11100 "</b>	<b>\$75,422.00</b>

# BIG RIVER ESTATES IMPROVEMENT & SERVICE DISTRICT

<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>To date -2020</b>
<b>Beginning Balance</b>	6182.87	7757.04	9154.80
<b>Revenue/Income</b>			
County Property Taxes	1750.85	1653.96	754.53
Interest	9.64	20.86	7.54
Voluntary Contribution	0	0	9500.00
<b>Total Income</b>	1760.49	1674.82	10,262.07
<b>Expenses</b>			
Public Notice/Legal Ads	86.32	166.06	0
Treasury Bond	100.00	100.00	0
Office Miscellaneous	0	11.00	0
<b>Total Expenses</b>	186.32	277.06	0
<b>Net Income</b>	1574.17	1397.76	10,262.07
<b>Ending Balance</b>	7757.04	9154.80	18,416.84
Updated 04/02/2020			

