



BOARD OF COUNTY COMMISSIONERS

CHRISTI HASWELL • HOLLY JENNINGS • TOM RINGLEY • NICK SIDDLE • LONNIE WRIGHT

Regular Board Meeting Agenda Sheridan County Courthouse Addition 224 S. Main St, Second Floor Board Room, #220 Tuesday, November 19, 2024, 9:00 a.m.

1. Call to Order and Pledge.
2. Consent Agenda:
 - a. Minutes from Staff Meeting, November 4, 2024;
 - b. Minutes from Regular Meeting, November 5, 2024;
 - c. Minutes from Staff Meeting, November 12, 2024;
 - d. Mid-Month Interim Warrant Review for November 1, 2024 through November 15, 2024;
 - e. Ratify 24-hour Catering Permit for Sheridan Liquor, December 21, 2024, for Wareing Chevrolet Christmas Party, 141 Decker Rd, Sheridan WY;
 - f. Ratify 24-hour Catering Permit for Sheridan Liquor, December 5, 2024, for Frontier Asset Management Christmas Party, 5 Lane Lane, Sheridan, WY 82801;
 - g. Ratify 24-hour Catering Permit Story's Old Firehall Store, December 6, 2024, German Christmas Market, 30 W. Piney Rd., Story WY 82842;
 - h. Ratify Permit for Supervised Public Display of Fireworks for Bruce Burns on December 14, 2024, at Ucross Foundation, Ucross, WY;
 - i. Ratify Funds Transfer Agreement with the Federal Highway Administration;
 - j. Ratify Request for Continued Access to Suppression Activity Repair Funds from the EFSA Account;
 - k. Ratify CLG Grant Application for Sheridan County Historic Preservation Commission.
3. Consider Agenda.
4. Announcements.
5. Public Comments on Matters not on the Agenda.
6. Consider Grant Award Agreement 24-SHSP-SHE-CO-AET between Wyoming Office of Homeland Security and the County of Sheridan to attend K9 Conference.
7. Consider Grant Award Agreement 24-SHSP-SHE-CO-IIS between Wyoming Office of Homeland Security and the County of Sheridan for WebEOC subscription costs.
8. Consider Application for Federal Assistance for the 2024 Realign Taxiway Alpha (Construction) Project.
9. Consider Application for Federal Assistance for the 2024 Realign Taxiway A; Expand GA Apron.
10. Consider appointment of Ken Muller, County Engineer as Viewer for the Vacation of 14th St between Yonkee Ave and Taylor Ave. in Downers Addition.

ADJOURN

Sheridan County Board of County Commissioners, Listening Session
County Courthouse, 224 S. Main Street, 2nd Floor Board Room, #220
Monday, November 4, 2024, 9:00 a.m.

Commissioners Present: Christi Haswell, Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

County Clerk Present: Eda Schunk Thompson.

Elected Present:

Levi Dominguez, County Sheriff.

Staff Present:

Clint Beaver, Deputy County Attorney;
Dan Coughlin, SAWSJPB Administrator;
Kenny Custis, Human Resources Manager;
Cameron Duff, Administrative Director;
Misti Dunkelberger, County Clerk Administrative Coordinator;
Robert Gill, Airport Manager;
Erik Gillett, Building/Grounds Superintendent;
Kimberly Hein, Chief Deputy County Clerk;
Kelly Iott, Administrative Coordinator;
Jesse Ludikhuize, Emergency Management Coordinator;
Ken Muller, County Engineer;
Deb Ottema, County Clerk Financial Coordinator;
Mark Reid, County Planner;
Kimber Solberg, Fairgrounds Director.

Call to Order: Commissioner Siddle called the session to order at 9:00 a.m.

Warrant Review: The County Clerk's office presented October warrant reports. The Board reviewed and had a question on WYDOT invoice.

Elected and Staff Reports and Topics Discussed:

Mark Reid, County Planner.

An annual review of conditional use permits and quarries are taking place. A site visit for a 29-lot conservation subdivision is set for November 14th, and attendance is encouraged without a quorum requirement. The U.S. Census Bureau has tracked building permit data from 1990 to 2023 in the Powder River Basin, specifically in five counties: Campbell, Crook, Johnson, Sheridan, and Weston highlighting a significant construction boom from 2006 to 2008 during the coal bed methane period, with Sheridan County leading in unit authorizations post-Covid boom.

Ken Muller, County Engineer.

The bridge deck has been poured, curbs poured, and bridge rails are up. Finishing the guardrail and approach rail and the project is expected to be completed in three weeks. Process going forward on Penrose Lane in Story.

The CMAQ funding awarded to \$225,697, compared to the initial estimate of \$195,587. This additional funding was likely returned from fiscal year 24. The Tap funding application to WYDOT was denied due to more applicants than the funding.

Eda Schunk Thompson, County Clerk.

Vehicle title department will be closed tomorrow for drop-off, the recording department and Accounting Office will remain open. The elections are more organized, completed training, updated the training manual, and received positive feedback from judges. Write-ins have been moved back to the courthouse, ensuring timely arrival of judges and deputies. Thanks to Sheriff Dominguez assisting in bringing in results, which will help postings online sooner. Thanks to Jesse Ludikhuizen for ensuring all polling places have necessary supplies, including in remote areas. There is optimism for future improvements.

Levi Dominguez, County Sheriff.

Tongue Canyon Road, at the intersection of Amsden Road and Tongue Canyon Road, is closed due to sloughing in boulders that are dropping on down on the road and along trails. P K Lane is closed due to similar issues. Red Grade Road was opened up to Big Goose Ranger Station. The safety efforts of all organizations, entities and agencies for the Elk fire was successful in terms of human life and public safety, with no serious injuries or fatalities, some primary structures and a primary residence were lost, but overall, it was a significant success in public safety.

Jesse Ludikhuizen, Emergency Management Coordinator.

Elk Fire update includes logging operations on Red Grade and the Forest Service has taken over management of the fire. The Bear team reviewed the situation and noted significant damages to the Tongue River water basin. The weather service predicts more flooding for the next three years due to debris flows and backups in culverts and under bridges. The county will continue working with the weather service to mitigate potential issues.

The fairgrounds have been awarded a generator for the exhibit hall, funded through a grant.

Dan Coughlin, SAWSJPB Administrator.

SAWS meeting on November 13th at 5:00p.m. to create a presentation for the watershed from the National Resources Conservation Service and the National Weather Service.

Robert Gill, Airport Manager.

A Record of Survey for the Legacy Business Park, the Sasso extension for the self-serve fueling station, and an agreement from Sheridan County Travel and Tourism for photo print displays will be on the November 5th Agenda. Employment numbers for October

showed a 25% increase compared to October 2023. There is interest in private development on the airport and plans to start an RFP for the business park. Closing out the helo base agreement and preparing grant applications for the \$6.5 million realignment of Alpha project.

Erik Gillett, Building/Grounds Superintendent.

Two boilers that service the new courthouse, which run baseboard heat and forced air, broke down last week. One boiler was serviced and repaired, the other boiler will be serviced and repaired today.

Board Updates:

Commissioner Wright will be out Wednesday.

Sheridan County Justice Office Annual Update

Dan Lindly, Sheridan County Justice Office Administrator

The Justice Office, functioning under a Joint Powers Board, offers essential services such as juvenile court support, an adult treatment court program, and drug testing for individuals mandated by the court. The County provides crucial annual support, and collaboration with staff from various departments has improved service effectiveness. Clint Saleyards has been hired as the full-time primary therapist for the Treatment Corp program. The office is thankful for the longstanding support and guidance from Commissioner Ringley, as well as contributions from local departments and law enforcement, acknowledging their positive influence on the community.

Adjourn: Chairman Siddle adjourned the meeting at 9:34 a.m.

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Attest:

Nick Siddle, Chairman

Eda Schunk Thompson, County Clerk

Sheridan County Board of County Commissioners, Regular Meeting Minutes
County Courthouse, 224 S. Main Street, 2nd Floor Board Room, #220
Tuesday, November 5, 2024, 9:00 a.m.

Commissioners Present: Christi Haswell, Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

County Clerk Present: Eda Schunk Thompson.

Elected Present:

Levi Dominguez, County Sheriff;

Staff Present:

Clint Beaver, Deputy County Attorney;
Cameron Duff, Administrative Director;
Robert Gill, Airport Manager;
Ken Muller, County Engineer;
Kelly Iott, Administrative Coordinator;
Deb Ottema, County Clerk Financial Coordinator.

Call to Order: Chairman Siddle called the meeting to order at 9:00 a.m.
Pledge of Allegiance.

Consider Consent Agenda.

Following are the consent items:

- a. Minutes from Staff Meeting, October 14, 2024;
- b. Minutes from Regular Meeting, October 15, 2024;
- c. Minutes from Staff Meeting, October 21, 2024;
- d. General County Warrants, October 2024;
- e. General Airport Warrants, October 2024;
- f. Presented to the Board for acknowledgement – County Clerk Monthly Statement of Fees for September 2024;
- g. Presented to the Board for acknowledgement - Elections Monthly Statement of Fees for September 2024;
- h. Presented to the Board for acknowledgement – Clerk of District Court Monthly Statement of Fees for September 2024;
- i. Presented to the Board for acknowledgement – Airport Monthly Statement of Fees for September 2024;
- j. Presented to the Board for acknowledgement – Public Health Monthly Statement of Fees for September 2024;
- k. Ratify Sheridan County Master License Agreement M24-07 with Milan & Kara Schreibeis;
- l. Ratify Sheridan County License Agreement with Milan & Kara Schreibeis for bored crossing installation of waterline at County Road #161 a.k.a. Dutch Creek Road, fee \$165.00;
- m. Ratify Comment Letter for Spring Creek Mine’s Mining Plan Modification Draft Environmental Impact Statement (“EIS”);

- n. Ratify 24-hour Catering Permit for Black Tooth Brewery, October 19, 2024, for Let It Rain Community Event, 268 Hwy 345, Parkman WY 82838;
- o. Ratify Sheridan County License Agreement 2436LA with MDU for bored crossing installation of underground power line at County Road #87 a.k.a. Beaver Creek Road, Fee exempt.

October 31, 2024**INTERIM/MID-MONTH WARRANTS PAID**

VENDOR	AMOUNT	DESCRIPTION
AMERICAN FAMILY LIFE INS CO	\$2,719.24	NOVEMBER PREMIUM
BUGGY BATH CAR WASHES OF WYOMING	\$200.00	CAR WASH TOKENS
CENTURYLINK	\$465.46	PHONE SVS WIC/sheriff
CIT-CO FEDERAL CREDIT UNION	\$1,200.00	MONTHLY PAYROLL TRANSFERS
CITY OF SHERIDAN	\$30,299.09	2ND QUARTER DISPATCH SALARIES/ WATER SEW
COMPASS CENTER FOR FAMILIES	\$12,375.00	QUARTERLY INVOICE JULY-SEPT. 2024
DELTA DENTAL	\$10,224.55	NOVEMBER PREMIUM
EICHHORN, LISA	\$3,350.00	PIO SERVICES
ELECTION JUDGE	\$101.43	PRIMARY ELECTION JUDGE
EMPOWERED TRUST COMPANY LLC	\$3,875.00	WYO DEFERRED COMPENSATION
EYEMED	\$1,768.58	NOVEMBER PREMIUM
GREATER WYO BIG BROTHERS BIG SISTERS	\$748.01	QUARTERLY INVOICE JULY-SEPT. 2024
JURY	\$3,648.81	JURY TRIAL
LINCOLN NATIONAL LIFE INSURANCE	\$1,309.21	NOVEMBER PREMIUM
MONTANA DAKOTA UTILITIES	\$4,146.76	GAS/ELECTRIC
NCPERS GROUP LIFE INS	\$400.00	PRUDENTIAL LIFE
PACK & MAIL	\$174.65	POSTAGE
RANGE	\$1,746.38	COURTHOUSE/CORONER PHONE SVS
SHERIDAN CNTY TREAS HEALTH INS	\$200,081.00	HEALTH INS/FLEX PLAN FEE
SHERIDAN CNTY TREAS PAYROLL TAX	\$180,410.73	941
SHERIDAN COUNTY FLEX ACCOUNT	\$1,425.66	FLEX PLAN
STAPLES	\$508.99	DESK SYSTEM/STPLS OPEN TOP FILE/FOLDERS
STRYKER SALES LLC	\$1,272.81	INSTRUMENTS KIT, CHARGER/POWER CORD
THOMSON REUTERS- WEST	\$561.78	LIBRARY PLAN CHARGES
WATER PRODUCTS & SOLUTIONS, INC	\$8.75	WATER 5 GALLON-DELIVERED
WYDOT	\$10.00	EXEMPT PLATE FOR A07976 SHERIFF VEH
WYOMING RETIREMENT SYSTEM	\$148,466.10	OCTOBER CONTRIBUTION
WYOMING SECRETARY OF STATE	\$60.00	NOTARY APPLICATION FEE
WYOMING WORKERS COMPENSATION	\$11,024.39	OCTOBER PREMIUM
TOTAL MID-MONTH INTERIM WARRANTS PAID	\$622,582.38	
GENERAL COUNTY WARRANTS		

VENDOR	AMOUNT	DESCRIPTION
2ND CHANCE LLC	\$1,800.00	LEASE PAYMENT-STORAGE NOVEMBER 24
307 AUTO GLASS	\$675.00	VENT
307 SHREDDING LLC	\$75.00	SHRED SVS
ABC SIGNS AND SPECIALTIES INC	\$185.00	REFACE SIGN/INSTALL ON BLDNG
ADVANCED CORRECTIONAL HEALTHCARE INC	\$26,108.17	NOV 24 ON-SITE MEDICAL/MENTAL HEALTH SVS
AMAZON CAPITAL SERVICES	\$1,997.51	OFFICE SUPPLIES
AMERICAN WELDING & GAS INC.	\$343.84	CYLINDER RENTAL
ANN PERKINS	\$1,086.71	REIMBURSEMENT
ASSOCIATED CONSTRUCTION ENGINEERING INC	\$360.00	SC BKUP GENERATOR CONST ADMIN
BARGREEN ELLINGSON	\$840.00	CLEANING SUPPLIES
BENNETT, DIANNA	\$515.90	REIMBURSEMENT
BIG HORN TIRE INC	\$12,277.14	1400R24 MICH XSNOPPLUS X6
BIGHORN SECURITY LLC	\$28.99	CAM LOCKS 1 3/4"
BLUE KNIGHT SECURITY LLC	\$4,525.00	KOCH FROM KISSIMMEE, FL TO SHERIDAN CO.
BONNET, LARISSA	\$242.25	REIMBURSEMENT
BOTTEN LAW OFFICE	\$150.92	JV LEGAL SVS
CAPITAL ONE	\$293.13	OFFICE SUPPLIES
CARQUEST AUTO PARTS	\$34.98	LIFT SUPPORT UNIT 4
CDI	\$5,159.46	LASERFICHE ANNUAL SUPPORT
CED INC	\$18.27	4 LAMP T8 BALLAST
CHAPMAN VALDEZ & LANSING	\$17.00	JV-2022-41 LEGAL SVS
CHARLIES DODDLE	\$152.00	PATCHES SEWN ON 19 SHIRTS
CITY LANDFILL	\$260.40	GRINDABLE C&D CR74 SNOW FENCE
CITY OF SHERIDAN	\$4,538.62	FALL FREE LANDFILL DAY
COLLINS COMMUNICATIONS INC.	\$3,568.70	HOLD-UP SWITCH/AIRPHONE
COMMUNICATION TECHNOLOGIES INC.	\$28.22	TRANSMITTER
CROELL INC	\$2,332.00	4000 PSI NO ASH W/AIR
CROWLEY FLECK PLLP	\$337.50	JV- LEGAL SVS
DAVIS & CANNON, LLP	\$672.50	JV- LEGAL SVS
DRIVERS LICENSE GUIDE CO.	\$52.00	2024 I.D. CHECKING GUIDE
ELECTION SYSTEMS & SOFTWARE INC	\$7,137.08	BALLOT STOCK/TEST DECK/BALLOTS
ENTENMANN-ROVIN CO	\$137.75	DOME BADGE
FASTENAL	\$1,198.19	EXHAUST FLUID/BATTERIES/CLEANER
FILE & SERVEXPRESS, LLC	\$27.00	202409 F&S SERVICES
FLOYD'S TRUCK CENTER-GILLETTE	\$736.73	CONRL-SMTSHFT RNDLE-UNIT 87
GRAINGER INC	\$131.04	BATTERY 12VDC
GREASE MONKEY #854	\$110.63	OIL CHANGE
GREENWOOD MAPPING INC	\$983.00	MAPSERVER AUG 1-SEPT 30, 2024
HAMILTON COUNTY CORONER	\$373.68	COURIER SERVICES
HARMAN, LARRY	\$233.10	SHIPTON'S BIG R (SHIRTS)

HEARTLAND KUBOTA LLC	\$102.98	ASSY SWITCH STARTER
HEIN, KIMBERLY F	\$19.34	REIMBURSEMENT
HILL, KENNETH	\$46.00	REIMBURSEMENT
HUXWRX SAFETY CO. LLC	\$678.00	FLOW 556K + FLASH HIDER
KASSIE CLAESSEN	\$285.58	REIMBURSEMENT
KENNEDY, STEVE	\$201.00	REIMBURSEMENT
LAROSA, CHRISTOPHER	\$516.50	REIMBURSEMENT
LAYA, GARY T.	\$147.92	MAINT/CLN SUPPLIES KLEENBURN
LEE HEATING COOLING & REFRIGERATION	\$1,245.00	SERVICE CALL RTU 13
LEGAL AID OF WYOMING, INC.	\$150.00	CV LEGAL SVS
LES SCHWAB	\$859.88	WRGL AT ADV KE/WHEEL SPIN
LIFTOFF, LLC	\$70.00	OFFICE 365 LICENSE
LONABAUGH AND RIGGS	\$172.50	JV LEGAL SVS
LOVELL DENTAL	\$20,349.00	CSBG DENTAL SVS ASSISTANCE
MACK, JACOB	\$201.00	REIMBURSEMENT
MASTERCARD	\$16,245.28	OCTOBER EXPENSES
MATTHEW BENDER & CO. INC	\$773.62	PROS DEFENSE REL#83
MCKESSON MEDICAL SURGICAL	\$98.34	MEDICAL SUPPLIES
MEDICO-MART INC	\$10,102.98	VACCINES
MEINECKE & SITZ, LLC	\$105.07	JV LEGAL SVS
MEMORIAL HOSPITAL	\$25,000.00	HOSPITAL FUNDING OCTOBER 24
MIKE'S AUTOMOTIVE REPAIR	\$456.07	REPLACED BLOWER MOTOR AND RESISTOR
MIKES ELECTRIC INC	\$2,323.46	DISCONNECT/RECONNECT 3 RTU'S
MONTGOMERY TECHNOLOGY SYSTEMS LLC	\$26,348.27	CONTROL COMPUTERS/VIEWING STATIONS
MOORE GLASS LLC	\$82.00	MIRROR FOR 22 RAM UNIT 2-09
MOTOROLA SOLUTIONS INC	\$195.00	IN-CAR VIDEO SYS ANNUAL LICENSE
NAPA AUTO PARTS	\$1,466.96	OIL/BLADES/FILTERS
NEWMAN TRAFFIC SIGNS	\$451.65	SIGNS
NMS LABS	\$810.00	LAB WORK - BASIC/EXPANDED
NORCO	\$2,158.81	DISINFECTANT/TISSUE/GLOVES/CYLINDER RENTA
NOVO BENEFITS	\$271.25	2024 MEDICARE PART D NOTICE
OFFICE SHOP INC	\$275.03	CONTRACT INVOICE PRINTER INK
OREILLY AUTOMOTIVE INC	\$21.99	FUSE ASSRTMT
OSTBERG LAW	\$2,270.00	CV LEGAL SVS
PACK & MAIL	\$19.18	POSTAGE
PAVEMENT MARKINGS	\$342.00	SNOW REMOVAL
PDS	\$669.30	MICROSOFT OFFICE 365 MONTHLY SVC
PFIZER INC	\$6,146.46	COMIRNATY 0.1 MG/ML
POWDER RIVER HEATING & AIR COND. INC.	\$1,663.70	SVS CALL/ CRANK CASE HEATER
POWDER RIVER POWER SHERIDAN	\$153.90	HOSE FITTING/OIL SEAL/CLAMPS
RDO EQUIPMENT CO	\$132.55	ANTENNAS/SHIPPING UNIT 1-01

ROCKY MOUNTAIN DISCOUNT SPORTS	\$232.93	ANGLED FORE GRP/RAIL SECTION
SAGEBRUSH LAW FIRM, LLC	\$900.00	JV LEGAL SVS
SANTOS, TRACI	\$5.00	REIMBURSEMENT
SECURE SHRED / RID A BUSH	\$174.32	SHRED SVS
SHERIDAN ACE HARDWARE	\$65.22	SEALNT/FEBRESE/SLNT
SHERIDAN CNTY AIRPORT	\$40,527.29	AIRPORT FUNDING OCT24/ SEARCH & RESCUE
SHERIDAN CNTY FAIR ASSN	\$53,333.33	FAIR BOARD FUNDING OCT24
SHERIDAN CNTY FULMER PUBLIC LIBRARY	\$124,000.00	LIBRARY FUNDING OCT24
SHERIDAN COMMERCIAL CO	\$2,916.33	OFFICE SUPPLIES/BATH TISSUE
SHERIDAN HONDA	\$872.10	OIL CHANGES
SHERIDAN MOTORS	\$401.80	OIL CHANGES
SHERIDAN SEED CO INC	\$18.98	PET TOYS
SKAGGS COMPANIES INC	\$603.00	UNIFORM PANTS
SKYLINE IMPLEMENT INC	\$32.71	STRUT #87408640 UNIT 49
SMITH PSYCHOLOGICAL SERVICES	\$800.00	EVALUATIONS
SPARK INNOVATIONS	\$102.00	SVS WORK/CHECK PARKING LOT PUMPS
STATE OF MONTANA	\$2,600.00	PARTIAL AUTOPSY X2
STERICYCLE INC	\$167.93	STERI-SAFE OSHA/PATH/CHEMO SUBSCRIPTIONS
SUGARLAND WALK IN CLINIC	\$310.00	PRE-EMPLOYMENT PANELS
SUMMIT FOOD SERVICES LLC	\$26,723.74	FOOD SVS DETENTION
SURVIVAL ARMOR	\$17,312.10	VESTS/CARRIER/NAMETAGS
SWINYER, EMILY	\$43.88	SUBSCRIPTIONS-CANVA/ZOOM
TERRA GIS LTD	\$5,212.00	WEB MAP SVS 24/25
TERRY, SUSAN D	\$19.44	REIMBURSEMENT
THE COUNTRY BOUNTY	\$123.75	DISPLAY AD - FLU CLINIC SCHEDULE
THE MASTER'S TOUCH LLC	\$12,338.36	MAILING SVS
TIRE - RAMA CORPORATE OFFICE	\$1,920.34	OIL CHANGE/FILTER/TIRES
TOP OFFICE PRODUCTS INC.	\$12,949.49	CHAIRMATS/DESKS/TABLES CIRCUIT COURT
TYLER TECHNOLOGIES INC.	\$433.78	IDOC WEB HOSTING/ITAX HOSTING
UNIVERSITY OF WYO	\$180.58	CHARTER REBILL
UNIVERSITY OF WYOMING EXTENSION	\$6,034.50	1ST QTR COMPENSATION AGRMNT
VALLEY LANDSCAPING & SPRINKLERS INC.	\$325.00	WINTERIZATION SPRINKLERS
W.P.C.I.	\$475.00	RANDOM POOL/CLRNG HOUSE MNGMNT
WATER PRODUCTS & SOLUTIONS, INC	\$225.00	WATER/DISPENSER RENTAL
WATT, HEATHER C	\$181.50	CARETAKER SVS STORY PARK SEP-OCT 2024
WESTERN WATER CONSULTANTS INC	\$2,264.50	FLOOD NOTIFICATION NETWORK ONGOING MAIL
WINSUPPLY OF SHERIDAN	\$67.79	RAINBIRD/WIRE NUT
WLEA-ADVTMG	\$2,924.75	DET. OFCR BASIC - MEALS/CLOTHING/AMMO
WYOMING CLERKS OF DIST COURT ASSN	\$300.00	ANNUAL ASSOCIATION DUES 9/1/24-8/31/25
WYOMING MACHINERY COMPANY	\$9,055.41	CUTTING EDGES/PARTS
WYOMING OFFICE OF GUARDIAN AD LITEM	\$5,087.59	2024 3RD QTR PMNT JULY-SEPT

WYOMING REGIONAL EMS LLC	\$12,854.70	EMS SVS FOR SEPTEMBER 2024
WYOMING STATE BAR	\$1,420.00	ANNAL LICENSE FEES
YONKEE & TONER, LLP	\$952.50	JV LEGAL SVS
ARROW SURVEY GROUP, INC.	\$3,020.00	BOUNDARY SURVEY WILLOW AVE
COLUMN SOFTWARE, PBC	\$194.70	ADVERTISEMENT FOR CR NO 97
WYDOT-FINANCIAL SERVICES	\$32,470.21	BRIDGE OVER TONGUE RIVER/EASTRIDGE RD
TOTAL GENERAL COUNTY WARRANTS	\$586,545.53	

AIRPORT WARRANTS**VENDOR**

	AMOUNT	DESCRIPTION
AIRSIDE SOLUTIONS INC	\$1,619.54	RUNWAY /RAMP REPAIR AND MAINTENANCE
BIGHORN DESIGN STUDIO	\$1,036.00	CLOTHING & UNIFORMS
CASPER STAR-TRIBUNE	\$246.19	LEGAL & PROFESSIONAL
CITY OF SHERIDAN	\$5,722.64	SEWER/WATER/GARBAGE
COUNTY TRASH LLC	\$400.00	DUMPSTER 908 & 915 W BRUNDAGE LN
CRAFTCO METALS SERVICES, INC.	\$2,891.35	MODIFY LOADER BUCKET BRACKETS
CRESCENT ELECTRIC	\$253.80	BULBS FOR LIGHTED XS
CROELL INC	\$1,026.50	CONCRETE FOR FUELD FARM PAD
DOUGLAS PORTABLE TOILETS	\$1,423.00	PORTABLE TOILETS-HANGARS SEPT/AIRSHOW
DYT SOLUTIONS LLC	\$4,908.18	MARKETING GRANT
FARMERS CO-OP OIL CO. INC	\$1,608.60	500 GAL DIESEL
FLOYD'S TRUCK CENTER WY	\$7,377.95	PARTS PLOW TRUCK/AIR FITTINGS
HEARTLAND KUBOTA LLC	\$888.94	HALOGEN BULBS/FILTERS
HOME DEPOT	\$543.90	STORAGE HANGARS/CONCRETE PAD MATERIALS
IDEAL MFG, INC.	\$838.66	ELECTRIC GATE CABLES
L. N. CURTIS AND SONS	\$596.85	BOOTS
MASTERCARD 2	\$129.73	FIRE TRAINING MEALS
MDU	\$3,582.61	OCT GAS & ELECTRIC
MULLINAX INC	\$389.88	WASH SAND
NORCO INC	\$135.98	WELDING ROD
PDQ SERVICE LLC	\$1,449.69	DEADMAN SWITCHES & GROUNDING
PEAK PEST SOLUTIONS LLC	\$102.08	MONTHLY SVS.
POWDER RIVER POWER OF SHERIDAN	\$162.66	HOSE FITTINGS/TRACTOR SNOW BLADE
PTOLEMY DATA SYSTEMS	\$133.30	IT SUPPORT
RANGE	\$502.69	PHONES/INTERNET
ROLL "N" RITE DOORS INC	\$47.88	3-BUTTON WALL STN
SERVALL UNIFORM & LINEN SUPPLY	\$94.42	SHOP TOWELS/MATS
SHERIDAN ACE	\$35.98	ASPHALT REPAIR
SHERIDAN AUTO PARTS SOLUTIONS LLC	\$533.08	BATTERY/FUEL PUMP/BRAKE PARTS
SHERIDAN COUNTY AIRPORT PETTY CASH	\$43.80	STAMPS
TIRE RAMA	\$166.24	TIRE/PLOW
USPS	\$146.00	FOREVER STAMPS

VERIZON	\$150.88	PHONE/TABLETS
WALMART	\$250.44	OFFICE SUPPLIES
WESTERN EXTINGUISHER S&S LLC	\$255.00	REBUILD FIRE EXTINGUISHERS
TOTAL AIRPORT WARRANTS	\$39,694.44	

Motion on Consent Agenda.

Motion by Commissioner Wright to approve the consent agenda and authorize the Chairman to sign documents as required.

Vote Motion Passed.

Consider Agenda.

Motion by Commissioner Ringley to approve the agenda as published.

Vote Motion Passed.

Announcements.

Courthouse will be Closed Monday, November 11th in observance of Veterans Day.

Public Comments on Matters not on the Agenda.

Peter Clark, Town of Ranchester Mayor

Tongue River Valley project, after 20 years of planning, has secured a \$900,000 TAP grant for the pathway connecting Ranchester and Dayton, totaling over \$1,000,000 with local funds. The first phase will run from the middle school to Echo Drive. Bids will be opened next week for a \$4,000,000 water treatment. The council meeting has been postponed to next week due to increased town hall activity.

Consider appointment of Ken Muller, County Engineer as Viewer for the Vacation of Maple Ave from 17th Street to 16th Street and 16th Street from Maple Avenue to Birch Avenue in Downers Addition.

Motion by Commissioner Haswell to appoint Ken Muller, County Engineer as Viewer for the Vacation of Maple Ave from 17th Street to 16th Street and 16th Street from Maple Avenue to Birch Avenue in Downers Addition.

Vote Motion Passed.

Consider Record of Survey for the Legacy Business Park located at the Sheridan County Airport

Robert Gill, Airport Manager

The record of survey identifies all surveyed areas referenced in lease agreements, including locations of utilities and easements. Areas currently leased under agreements with both county owned assets and private assets constructed on county owned land. Having this information compiled and recorded in one location will be beneficial in the future.

Motion by Commissioner Haswell to approve and authorize the Chairman to sign documents as required for the Record of Survey for Legacy Business Park located at the Sheridan County Airport.

Vote Motion Passed.

Consider Specialized Aviation Service Operator Use Agreement amendment #1 between Sheridan County and RoCo, INC

Robert Gill, Airport Manager

This five-year agreement provided the nonexclusive right to operate the self-serve gas facility at the Sheridan County Airport and to supply commercial aviation services, specifically self-serve aviation fuel cells. This amendment seeks to extend the agreement for an additional six months to receive proposals for this commercial service.

Motion by Commissioner Ringley to approve and authorize the Chairman to sign documents as required for the Specialized Aviation Service Operator Use Agreement Amendment #1 between Sheridan County and RoCo Inc.

Vote Motion Passed.

Consider award of Bid to Northern Underground for County Road #97 (a.k.a. Earley Creek Road) Improvement Project.

Ken Muller, County Engineer Public Works Department

Bids to replace two large diameter pipes under County Road #97 aka Earley Creek Road were opened on October 24,2024. Six contractors purchased plans, three bids submitted, Northern Underground provided the lowest bid and is qualified for the work.

Motion by Commissioner Wright to approve and authorize the Chairman to sign contract documents as required for the County Road #97 (aka Earley Creek Road) Improvement Project to Northern Underground LLC.

Vote Motion Passed.

Consider contract for display of photographic prints between Sheridan County and Sheridan County Travel and Tourism Joint Powers Board.

Robert Gill, Airport Manager

Agreement permits Sheridan County Travel and Tourism to exhibit photographic prints in the Sheridan County Airport terminal, to promote the area's historic and natural attractions. Images will be noncommercial in nature and Sheridan County Travel and Tourism will manage the installation, removal, and insurance of the displays without compensation exchanged for the displays.

Motion by Commissioner Haswell to approve and authorize the Chairman to sign contract documents as required for Display Photographic Prints Between Sheridan County and Sheridan County Travel and Tourism Joint Powers Board.

Vote Motion Passed.

Adjourn: Chairman Siddle adjourned the meeting at 9:12 a.m.

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Attest:

Nick Siddle, Chairman

Eda Schunk Thompson, County Clerk

Sheridan County Board of County Commissioners, Staff Meeting Minutes
County Courthouse, 224 S. Main Street, 2nd Floor Board Room, #220
Tuesday, November 12, 2024, 9:00 a.m.

Commissioners Present: Christi Haswell, Holly Jennings, Tom Ringley, Nick Siddle (Chair), Lonnie Wright.

County Clerk Present: Eda Schunk Thompson.

Elected Present:

Levi Dominguez, County Sheriff

Staff Present:

Clint Beaver, Deputy County Attorney;
 Carrie Cook, Deputy County Clerk;
 Dan Coughlin, SAWSJPB Administrator;
 Kenny Custis, Human Resources Manager;
 Cameron Duff, Administrative Director;
 Misti Dunkelberger, County Clerk Administrative Coordinator;
 Robert Gill, Airport Manager;
 Kelly Iott, Administrative Coordinator;
 Mark Reid, County Planner;
 Chris Thomas, Sheridan County Fire Warden.

Call to Order: Chairman Siddle called the meeting to order at 9:18 a.m.

Elected and Staff Reports and Topics Discussed:

Mark Reid, County Planner.

Mr. Reid will meet with an applicant for a proposed expansion of the Woodland Park mobile home park, which would add sixty plus additional units. Mr. Reid is working with the city regarding the zoning jurisdiction of an abandoned railroad right of way on Fort Road. The final Sage Grouse Resource Management amended plan is out for review.

Dan Coughlin, SAWSJPB Administrator.

Mr. Coughlin will attend the Wyoming Water Development Commission meeting today and tomorrow in Casper. SAWS Upper Road Transmission Main phase one grant will come before the Commission. The project aims to secure a \$2.2 million, 50% grant from the WWDC.

Chris Thomas, Sheridan County Fire Warden.

Mr. Thomas recommended the Board lift the partial fire restrictions.

Motion by Commissioner Jennings to Rescind the Resolution of the Partial Fire Ban for Sheridan County.

Vote Motion Passed.

Robert Gill, Airport Manager.

The airport realignment project for Alpha is currently being reviewed by the FAA and State. Two grant applications will be on next Tuesdays BOCC Regular meeting.

This project will increase safety and efficiency for both general aviation, airlines and improvements for firefighting. The RFQ for Airport Engineering Services ends Friday. Cameron Duff, Administrative Director.

Library is currently seeking proposals for renovations through an ARPA grant. Brooks Street Greenspace is awaiting the installation of two handrails before a soft opening can occur. Renovation for the Circuit Court is out for bid, audio-video bid process for the Board Room will likely commence at the beginning of next year and Little Big Horn Canyon project will be going out in the next couple weeks.

Board Updates:

Ms. Haswell will be out Wednesday and Friday. Ms. Jennings thank the Election and Sheriff Department for their hard work during last week's election.

Adjourn: Chairman Siddle adjourned the meeting at 9:18 a.m.

BOARD OF COUNTY COMMISSIONERS
Sheridan County, Wyoming

Attest:

Nick Siddle, Chairman

Eda Schunk Thompson, County Clerk

2.c

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT

Applicant: SHERIDAN LIQUOR INC

Business / Trade Name (D/B/A): SHERIDAN LIQUOR

Name of Event: WAREING CHEVROLET CHRISTMAS PARTY

Event Location: 141 DECKER RD

Permit Date(s): DECEMBER 21, 2024

This permit authorizes the applicant and their representatives to sell alcoholic beverages under the permit type designated below for on-premises sales and consumption only pursuant to all applicable Wyoming state laws and rules, and all applicable local laws and rules.

TYPE OF PERMIT (CHOOSE ONLY ONE)

- Catering Permit** (W.S. 12-4-502(b))
For the sale of the Retail or Resort license holder's alcohol inventory only
- Malt Beverage Permit** (W.S. 12-4-502(a) / W.S. 12-2-201(b))
For the sale of malt beverage products obtained from a licensed malt beverage wholesaler
- Manufacturer's Off-Premise Permit** (W.S. 12-2-203(g)(iii))
For the sale of the manufacturer's own Wyoming manufactured products only
- Winery's Off-Premise Permit** (W.S. 12-4-414(g))
For the sale of the winery's own Wyoming manufactured products only

Authorized by the City/Town Council or the Board of County Commissioners of:

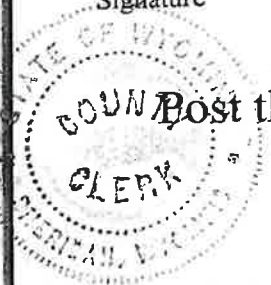
Sheridan County

Licensing Jurisdiction

Licensing Authority Official:

Nick Siddle
Signature

11/13/24
Date



Post this permit in a conspicuous location at the event



2024-L-9030 11/7/2024 10:45 AM PAGE: 1 OF 5
BOOK: PAGE: FEES: \$30.00 MD LIQUOR LICENSE MARGIN
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT APPLICATION (W.S. 12-2-203, 12-4-502)

PERMIT VALID FOR ONLY ON-PREMISE SALES AND CONSUMPTION AT THE PERMITTED EVENT, NO PACKAGE SALES ALLOWED

To be completed by City/County Clerk

Date filed with clerk: <u>11 / 6 / 2024</u>	Local Permit #: <u>2024-L-9230</u>
Permit Fee Per Day: \$ <u>30.00</u>	(\$50.00 maximum fee per day)
Number of Days: <u>1</u>	
Total Permit Fee: \$ <u>30.00</u>	(Permit fee per day x number of days)
Permit Date: <u>12 / 21 / 2024</u> through <u>12 / 21 / 2024</u>	

Applicant: SHERIDAN LIQUOR, INC.
 Business/Trade Name (DBA): SHERIDAN LIQUOR
 Contact Person: CHAD FRANKLIN Phone: (307) 751-5616
 Address: 1842 SUGARLAND DR. # 113 City: SHERIDAN State: WY Zip: 82801
 Mailing Address: SAME City: _____ State: _____ Zip: _____
 Business Phone: (307) 672-6108 Email Address: SHERIDANLIQUOR307@GMAIL.COM
 Event Name: WAREING CHEV. CHRISTMAS Event Location: 141 DECKER RD. (DR. BATTY'S BARN)

<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> CITY OF: _____</p> <p><input checked="" type="checkbox"/> COUNTY OF: <u>SHERIDAN</u></p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input type="checkbox"/> LLC</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>	<p>TYPE OF PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> MALT BEVERAGE PERMIT (W.S. 12-4-502(a)/W.S. 12-2-201(b))</p> <p>Malt beverage permit applicants receiving anything of value (i.e. money, goods and or services from any industry representative must answer the following: (W.S. 12-5-402(a))</p> <p>Nonprofit corporation under the laws of Wyoming? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Tax Exempt Organization under the Internal Revenue Code? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>And has the applicant been in continuous operation for not less than two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><input checked="" type="checkbox"/> CATERING PERMIT (W.S. 12-4-502(b))</p> <p>For currently licensed Retail or Resort license holders only</p>		<p><input type="checkbox"/> MANUFACTURER'S OFF-PREMISE PERMIT (W.S. 12-2-203(g)(iii))</p> <p>For the sale of the manufacturer's own Wyoming manufactured products only</p> <p><input type="checkbox"/> MALT BEVERAGE PERMIT FOR MICROBREWERIES (W.S. 12-4-415 (e))</p> <p>For the sale of the microbrewery's own Wyoming brewed products only</p> <p><input type="checkbox"/> WINERY OFF-PREMISE PERMIT (W.S. 12-4-414(g))</p> <p>For the sale of the winery's own Wyoming manufactured products only</p>

2024-L-9030 11/7/2024 10:45 AM PAGE: 2 OF 5
 BOOK: PAGE: FEES: \$30.00 MD LIQUOR LICENSE MARGIN
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

By filing this application, the applicant and their representatives agree to sell alcoholic beverages and operate under the requirements of all applicable Wyoming state and local laws and rules, and submit any required sales tax and reports.

Under penalty of perjury, and the possible revocation or cancellation of the permit, I swear the above stated facts, are true and accurate.

Applicant Signature	CHAD FRANKLIN Printed Name	11 / 6 / 2024 Date	
Signature of Licensing Authority Official	Nick Siddle	11 / 13 / 2024 Date	

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT

Applicant: Sheridan Liquor Inc.

Business / Trade Name (D/B/A): Sheridan Liquor

Name of Event: Frontier Asset Management Christmas Party

Event Location: 5 Lane Lane, Sheridan WY

Permit Date(s): December 5, 2024

This permit authorizes the applicant and their representatives to sell alcoholic beverages under the permit type designated below for on-premises sales and consumption only pursuant to all applicable Wyoming state laws and rules, and all applicable local laws and rules.

TYPE OF PERMIT (CHOOSE ONLY ONE)

- Catering Permit** (W.S. 12-4-502(b))
For the sale of the Retail or Resort license holder's alcohol inventory only
- Malt Beverage Permit** (W.S. 12-4-502(a) / W.S. 12-2-201(b))
For the sale of malt beverage products obtained from a licensed malt beverage wholesaler
- Manufacturer's Off-Premise Permit** (W.S. 12-2-203(g)(iii))
For the sale of the manufacturer's own Wyoming manufactured products only
- Winery's Off-Premise Permit** (W.S. 12-4-414(g))
For the sale of the winery's own Wyoming manufactured products only

Authorized by the City/Town Council or the Board of County Commissioners of:

Sheridan County

Licensing Jurisdiction

Licensing Authority Official:

Nik Siddle
Signature

11/13/24
Date



Post this permit in a conspicuous location at the event



2024-L-9031 11/12/2024 4:16 PM PAGE: 1 OF 6
FEES: \$30.00 MD LIQUOR LICENSE MARGIN
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT APPLICATION (W.S. 12-2-203, 12-4-502)

PERMIT VALID FOR ONLY ON-PREMISE SALES AND CONSUMPTION AT THE PERMITTED EVENT, NO PACKAGE SALES ALLOWED

To be completed by City/County Clerk

Date filed with clerk: <u>11/12/24</u>	Local Permit #: <u>2024-L-9031</u>
Permit Fee Per Day: \$ <u>30.00</u>	(\$50.00 maximum fee per day)
Number of Days: <u>1</u>	
Total Permit Fee: \$ <u>30.00</u>	(Permit fee per day x number of days)
Permit Date: <u>12/05/2024</u>	through <u>12/05/2024</u>

Applicant: SHERIDAN LIQUOR, INC.
 Business/Trade Name (DBA): SHERIDAN LIQUOR
 Contact Person: CHAD FRANKLIN Phone: (307) 751-5616
 Address: 1842 SUGALLANO DR. # 113 City: SHERIDAN State: WY Zip: 82801
 Mailing Address: SAME City: _____ State: _____ Zip: _____
 Business Phone: (307) 672-6108 Email Address: SHERIDANLIQUOR307@GMAIL.COM
 Event Name: FRONTIER ASSET MANAGEMENT X-WAS PARTY Event Location: BRIDGES CONFERENCE FACILITY, 5 LANE LANE

<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> CITY OF: _____</p> <p><input checked="" type="checkbox"/> COUNTY OF: <u>SHERIDAN</u></p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input type="checkbox"/> LLC</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>
TYPE OF PERMIT (CHOOSE ONLY ONE)	
<p><input type="checkbox"/> MALT BEVERAGE PERMIT (W.S. 12-4-502(a)/W.S. 12-2-201(b))</p> <p>Malt beverage permit applicants receiving anything of value (i.e. money, goods and or services from any industry representative must answer the following: (W.S. 12-5-402(a))</p> <p>Nonprofit corporation under the laws of Wyoming? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Tax Exempt Organization under the Internal Revenue Code? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>And has the applicant been in continuous operation for not less than two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p><input checked="" type="checkbox"/> CATERING PERMIT (W.S. 12-4-502(b))</p> <p>For currently licensed Retail or Resort license holders only</p>
	<p><input type="checkbox"/> MANUFACTURER'S OFF-PREMISE PERM (W.S. 12-2-203(g)(iii))</p> <p>For the sale of the manufacturer's own Wyoming manufactured products only</p> <p><input type="checkbox"/> MALT BEVERAGE PERMIT FOR MICROBREWERIES (W.S. 12-4-415 (e))</p> <p>For the sale of the microbrewery's own Wyoming brewed products only</p> <p><input type="checkbox"/> WINERY OFF-PREMISE PERMIT (W.S. 12-4-414(g))</p> <p>For the sale of the winery's own Wyoming manufactured products only</p>

2024-L-9031 11/12/2024 4:16 PM PAGE: 2 OF 6
 FEES: \$30.00 MD LIQUOR LICENSE MARGIN
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

By filing this application, the applicant and their representatives agree to sell alcoholic beverages and operate under the requirements of all applicable Wyoming state and local laws and rules, and submit any required sales tax and reports.

Under penalty of perjury, and the possible revocation or cancellation of the permit, I swear the above stated facts, are true and accurate.

Applicant Signature	CHAD FRANKLIN Printed Name	11/04/2024 Date
Signature of Licensing Authority Official	Nick Siddle	11/13/2024 Date

2g.

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT

Applicant: Story's Old Firehall Store

Business / Trade Name (D/B/A): Story Store

Name of Event: German Christmas Market

Event Location: 30 W. Piney Rd., Story WY 82842

Permit Date(s): December 6, 2024

This permit authorizes the applicant and their representatives to sell alcoholic beverages under the permit type designated below for on-premises sales and consumption only pursuant to all applicable Wyoming state laws and rules, and all applicable local laws and rules.

TYPE OF PERMIT (CHOOSE ONLY ONE)

- Catering Permit** (W.S. 12-4-502(b))
For the sale of the Retail or Resort license holder's alcohol inventory only
- Malt Beverage Permit** (W.S. 12-4-502(a) / W.S. 12-2-201(b))
For the sale of malt beverage products obtained from a licensed malt beverage wholesaler
- Manufacturer's Off-Premise Permit** (W.S. 12-2-203(g)(iii))
For the sale of the manufacturer's own Wyoming manufactured products only
- Winery's Off-Premise Permit** (W.S. 12-4-414(g))
For the sale of the winery's own Wyoming manufactured products only

Authorized by the City/Town Council or the Board of County Commissioners of:

Sheridan County

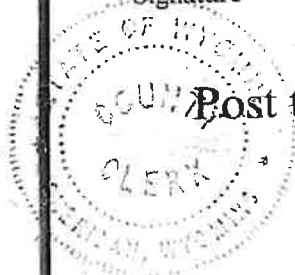
Licensing Jurisdiction

Licensing Authority Official:

Nick Siddle
Signature

11/13/24
Date

Post this permit in a conspicuous location at the event



2024-L-9032 11/13/2024 1:33 PM PAGE: 1 OF 3
 FEES: \$30.00 MD LIQUOR LICENSE MARGIN
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

24 HOUR/DAILY ALCOHOLIC BEVERAGE SALES PERMIT APPLICATION

**PERMIT VALID FOR ONLY ON-PREMISE SALES AND CONSUMPTION AT THE PERMITTED EVENT,
NO PACKAGE (TO-GO) SALES ARE ALLOWED!**

To be completed by City/County Clerk

Date filed with clerk: <u>11 / 13 / 24</u>	Local Permit #: <u>2024-L-9032</u>
Permit Fee Per Day: \$ <u>30.</u>	(\$50.00 maximum fee per day)
Number of Days: <u>1</u>	
Total Permit Fee: \$ <u>30.00</u>	(Permit fee per day x number of days)
Permit Date: <u>12 / 06 / 2024</u> through <u>12 / 6 / 2024</u>	

Applicant: Derrick Burns

Business/Trade Name (DBA): Story's Old Firehall Store, Story Store

Contact Person: Derrick Burns Phone: (307) 751-3614

Address: 30 W. Pikey Rd. City: Story State: WY Zip: 82842

Mailing Address: PO Box 58 City: Story State: WY Zip: 82842

Business Phone: (307) 688-3150 Email Address: storystore@hotmail.com

Event Name: German Christmas Market

Event Location: Story, WY

Event Sponsor: Story Women's Club, Story Store

Event Type: Market, Christmas Stroll

FILING IN (CHOOSE ONLY ONE) <input type="checkbox"/> CITY OF: _____ <input checked="" type="checkbox"/> COUNTY OF: <u>Sheridan</u>		FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> LLLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LC <input type="checkbox"/> CORPORATION (INC) <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____	
TYPE OF PERMIT (CHOOSE ONLY ONE)			
<input type="checkbox"/> MALT BEVERAGE PERMIT (W.S. 12-4-502(a) / W.S. 12-2-201(b)) Malt beverage permit applicants receiving anything of value (i.e. money, goods and or services) from any industry representative must answer the following: (W.S. 12-5-402(a)) Nonprofit corporation under the laws of Wyoming? Yes <input type="checkbox"/> No <input type="checkbox"/> Tax Exempt Organization under the Internal Revenue Code? Yes <input type="checkbox"/> No <input type="checkbox"/> And has the applicant been in continuous operation for not less than two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	<input checked="" type="checkbox"/> CATERING PERMIT (W.S. 12-4-502(b)) For currently licensed Retail or Resort license holders only	<input type="checkbox"/> MANUFACTURER'S OFF-PREMISE PERMIT (W.S. 12-2-203(g)(iii)) For the sale of the manufacturer's own Wyoming Manufactured alcoholic liquor products only	
		<input type="checkbox"/> MALT BEVERAGE PERMIT FOR MICROBREWERIES (W.S. 12-4-502(a)) For the sale of the microbrewery's own Wyoming brewed malt beverage products only	
		<input type="checkbox"/> WINERY OFF-PREMISE PERMIT (W.S. 12-4-414(g)) For the sale of the winery's own Wyoming manufactured wine products only	

2024-L-9032 11/13/2024 1:33 PM PAGE: 2 OF 3
FEES: \$30.00 MD LIQUOR LICENSE MARGIN
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

By filing this application, the applicant and their representatives agree to sell alcoholic beverages and operate under the requirements of all applicable Wyoming state and local laws and rules and Federal laws, and submit any required sales tax and reports.

Under penalty of perjury and the possible revocation or cancellation of the permit, I swear the above stated facts, are true and accurate.

Applicant Signature: Derrick Burns Printed Name: Derrick Burns Date: 11 / 13 / 2024

Signature of Licensing Authority Official: Nick Siddle Printed Name: Nick Siddle Date: 11 / 13 / 2024

2h.



SHERIDAN COUNTY COMMISSION

TERRY CRAM • STEVE MAIER • MIKE NICKEL • TOM RINGLEY • BOB ROLSTON

PERMIT FOR SUPERVISED PUBLIC DISPLAY OF FIREWORKS SHERIDAN COUNTY, WYOMING

APPLICANT-PLEASE PRINT	LAND OWNER (IF DIFFERENT THAN APPLICANT)
Name <u>Bruce Burns</u>	Name <u>Veross Foundation</u>
Address <u>P.O. Box 4027</u>	Address <u>30 Big Red Lane</u>
<u>Sheridan, WY 82801</u>	<u>Clement WY 82835</u>
Phone <u>(307) 751-6492</u>	Phone <u>307-937-2291</u>
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>

Location of event Junction of us 14+16. Veross Foundation
 Date of event 12-14-24

Is event location in a Fire Protection District? Name of Fire Protection District Clement Fire Dist.

Josh McKinley PRINTED NAME OF FIRE CHIEF
[Signature] SIGNATURE OF FIRE CHIEF/DATE 11/12/24

1. At the Fire District's discretion, this permit may be cancelled and the representative of the Fire District on site shall have the absolute authority to do so.
2. The Applicant/Landowner recognizes that the Fire District and/or Fire Department **WILL ASSUME NO LIABILITY** for damages ensuing from any actions by, or caused by, the Permit Holder.
3. The Permit Holder agrees to follow all safety standards and practices currently used in the fireworks industry.

If location of event is NOT in a fire protection district, Applicant/Landowner will be financially responsible if there is a need to call Emergency Services. Approval of County Fire Warden required if event location is not in a fire protection district.
 Approval of County Fire Warden -

This permit is issued to Bruce Burns granting the right to shoot and display fireworks on (date) December 14, 24 at (location) Veross Foundation in said County of Sheridan dated this 14 day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
SHERIDAN COUNTY, WY

BY: [Signature]
Chairman





MEMORANDUM

To: BOCC
From: Ken Muller, County Engineer
Date: 11/6/2024
RE: Consent Agenda Item – Federal Lands Access Program- Funds Transfer Agreement for County Road #26 (aka Red Grade Road).

The Board approved the Memorandum of Agreement Modification #001 on meeting of 7-16-2024. Attached is the Funds Transfer Agreement with the Federal Highway Administration. When any of the funding changes the FHWA process is always a two-part process being the MOA Modification first then the Funding Transfer Agreement.

Let me know if you have any questions. Thanks.

**FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY**

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-21-K-500025 (Modification #002)

WY FLAP SHE 26(1) Red Grade Road

Original: December 10, 2021

Modified: Oct 29, 2024

Agency providing funding: Sheridan County

Agreement amount: \$10,000

Modification #001: \$1,290,000

Modification #002: \$171,000

Total: \$1,471,000

Period of Performance: From May 11, 2021 to Jan 31, 2028

Agency receiving funding: Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Sheridan County has committed to provide, through electronic funds transfer, ~~\$1,300,000~~ \$1,471,000 to CFLHD for WY FLAP SHE 26(1) Red Grade Road to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 03/17/21, December 10, 2021, May 30, 2024 and any future MOA modifications. The Government will bill the providing agency upon execution of this Agreement. Payment is due by the date listed in the table below.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$10,000	July 1, 2021	6/30/2021	Original	
PE	\$106,000	February 1, 2022	1/31/2022	001	9.84% Cash Match on Total Projected Design Cost
CE/CN	\$1,184,000 \$1,355,000	June 1, 2025		001 002	Additional Cash Match for Total Project Costs, includes contingency
Total:	\$1,300,000 \$1,471,000				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Sheridan County	Central Federal Lands Highway Division
DUNS #	033-802-372	126-129-936
Unique Entity Identifier (UEI)#	H2JQJKZU65E8	TNG9SCVNCUW5
Financial Contact Information		
Name	Renee Obermueller Cameron Duff	Suzanne Schmidt
Phone	(307) 674-2900	(720) 963-3356
E-mail	robermueller@sheridancounty.com cduff@sheridancountywy.gov	Suzanne.schmidt@dot.gov
Address	224 South Main Street Sheridan, WY 82801	12300 W. Dakota Ave. Lakewood, CO 80228

**FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY**

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-21-K-500025 (Modification #002)

WY FLAP SHE 26(1) Red Grade Road

Original: December 10, 2021

Modified: Oct 29, 2024

Project Contact Information		
Name	Ken Muller	Julia Dietsch Steven Davis
Phone	(307) 764-2920	(720) 963-3415 (720) 963-3409
E-mail	kmuller@sheridancounty.com kmuller@sheridancountywy.gov	Julia.Dietsch@dot.gov steven.davis@dot.gov

Regardless of the estimated costs stated in the MOA, Sheridan County will provide 9.84% of the total Federal Lands Access Program cost required for the project, through the construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD.

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Mike Siddle, County Nick Siddle, Sheridan County Sheridan County Chairman	Date	Contracting Officer Central Federal Lands Highway Division	Date
---	------	---	------

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Mailing Address:

~~Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQ Room 181~~
DOT/FEDERAL HIGHWAY ADMINISTRATION
C/O MIKE MONRONEY AERONAUTICAL CENTER
ATTN: AMZ-324/HQS BLDG RM 265
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169-6918

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-21-K-500025 (Modification #002)

WY FLAP SHE 26(1) Red Grade Road

Original: December 10, 2021

Modified: Oct 29, 2024

Notice to customers making payment by check:

- Please notify cfl.finance@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:

https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

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BOARD OF COUNTY COMMISSIONERS
CHRISTI HASWELL • HOLLY JENNINGS • TOM RINGLEY • NICK SIDDLER • LONNIE WRIGHT

November 8, 2024

To: Kelly Norris, Wyoming State Forester

Subject: Request for Continued Access to Suppression Activity Repair Funds from the EFSA Account

I am writing to request continued access to suppression activity repair funds from the EFSA account to facilitate the necessary repair efforts on the Elk Fire in Sheridan County. The Elk fire, which began on September 27, 2024, has burned 98,535 acres. While suppression efforts have nearly contained the fire, a significant amount of repair work remains to be completed.

Despite ongoing repair activities, winter weather has hindered our best efforts and is likely to continue impacting our work until the spring and summer of 2025. The remaining tasks, on State and private lands, include approximately 25 miles of fireline repair, restoration of fences damaged during suppression activities, and essential road and trail reconstruction and maintenance.

Attached to this letter, you will find spreadsheets outlining the remaining work, a map indicating the locations of repairs, and a cost estimate that utilizes County personnel and equipment based on Wyoming Mob Guide rates. To minimize erosion, much of the remaining work will require the use of an excavator to build water-bar drainage structures. Additionally, the fire break created along County Road 26 has resulted in significant damage to the road surface and culverts, which will remain unmaintainable until weather permits next spring/summer. Fences damaged during fireline construction will also need repair, and winter weather limits our capacity to address these issues.

Furthermore, the Sheridan County Land Trust trails were adversely affected by fire line construction. We plan to establish an Emergency Equipment Rental Agreement with them to restore the trails to their standards.

To ensure that we can complete these critical tasks, we estimate the cost at \$117,000 for equipment, personnel time, and supplies. Work will continue this year, however we know our time is limited as winter will be with us shortly. It is vital to secure funding access until June 30th, 2025, to ensure we have adequate time and conditions to complete this work.

We appreciate your attention to this matter, and we respectfully request your support in maintaining access to the necessary funds to finalize our repair efforts. Should you need any additional information or wish to discuss this further, please do not hesitate to contact our County Fire Warden, Chris Thomas.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Nick Siddle".

Nick Siddle, Chairman
Sheridan County Board of County Commissioners



Sum of Length Miles		Total
GRP	Repair Status	
Bureau of Land Management (BLM)	Repair Needed	0.70
Bureau of Land Management (BLM) Total		0.70
Private	Repair Needed	21.20
	Completed - Ready for Inspection	1.13
Private Total		22.33
State	Repair Needed	3.21
	In Progress	0.27
State Total		3.48
US Forest Service (USFS)	Repair Needed	7.62
	In Progress	1.58
	Completed - Ready for Inspection	1.90
US Forest Service (USFS) Total		11.10
Grand Total		37.60

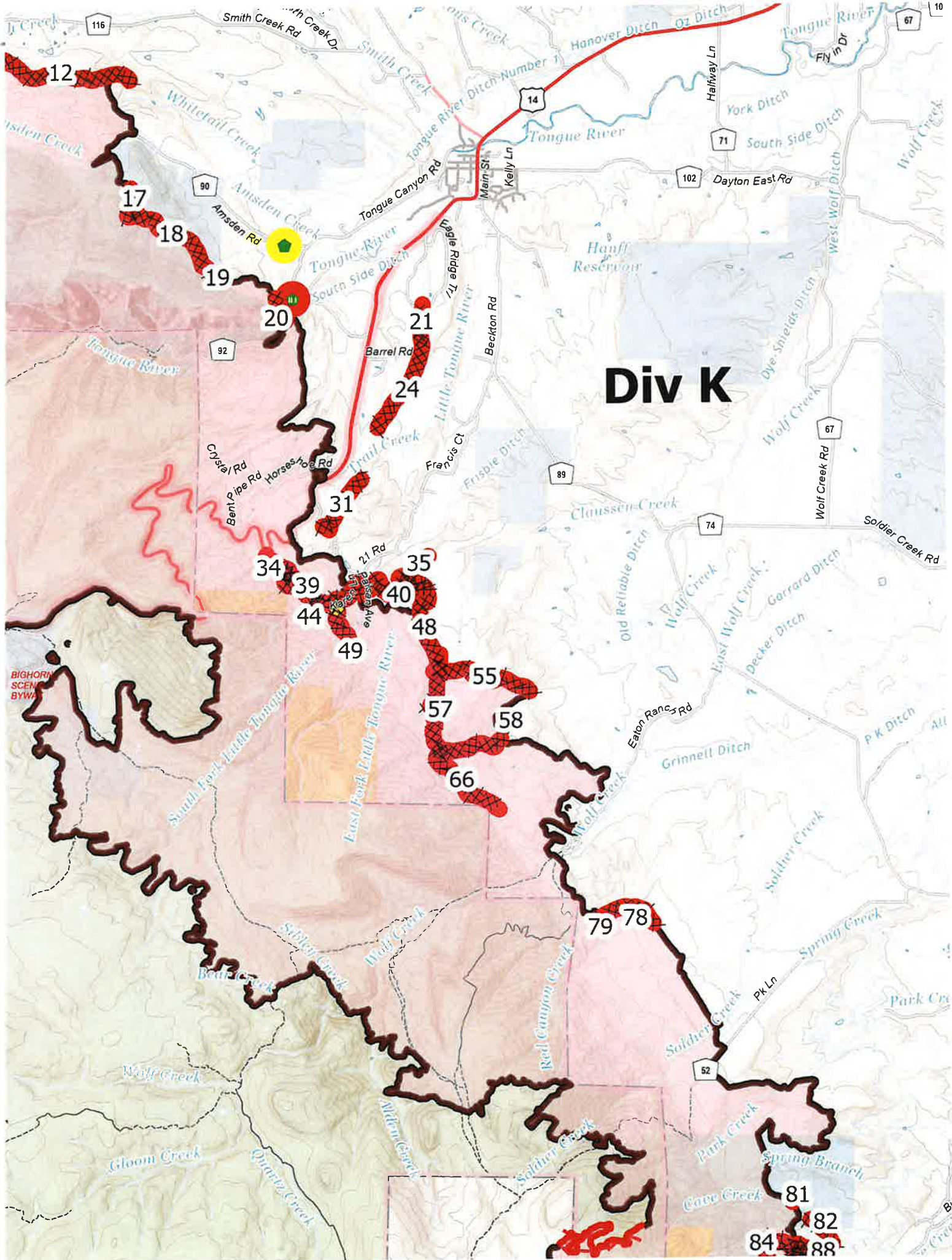
Elk Fire Sheridan County
 Repair needs after Type 3 Team leaves

Equipment	days	hours	rate	cost	personnel	cost	rig @ 120 mi/day	cost
Fencing crew	5	10			88	\$ 4,400	\$ 160.00	\$ 800.00
EXC2	26	10	\$ 100.52	\$ 26,135	44	\$ 11,440	\$ 160.00	\$ 4,160.00
GDR1	15	10	\$ 291.00	\$ 43,650	44	\$ 6,600	\$ 160.00	\$ 2,400.00
EXC3	4	10	\$ 100.52	\$ 4,021	44	\$ 1,760	\$ 160.00	\$ 640.00
Supervision	10	5			55	\$ 2,750	\$ 160.00	\$ 1,600.00
Transport	10	3	\$ 169.00	\$ 5,070	44	\$ 1,320		
Fence supplies								\$ 300.00
total	50			\$ 78,876		\$ 28,270		\$ 9,900

\$ 117,046

Fence Repair, 19 sections	5 days	
Includes replacing broken posts, and wooden fence		
Road 26 maintenance	GRDR	5 days
Backhoe/EXC2		1 day
Fireline repair		
EXC2		25 days
EXC3		4 days
GDR1		10 days
		50

Repair road surface
 Clean Culverts



Div K

BIGHORN SCENIC BYWAY

2K.

Please review the Grant Application Instructions before completing this application.

1. APPLICANT INFORMATION

Name of CLG:	Sheridan County Historic Preservation Commission	
	Project Manager Contact	Fiscal Manager Contact* must be a separate person from Project Manager
Name:	Kevin Knapp	Kathy Fay
Title:	Sheridan Community Land Trust History Program Manager and Sheridan County Historic Preservation Commission Board Member	Sheridan County Historic Preservation Commission Board Member
Phone:	307-461-7951	307-674-2900
Mailing Address:	14 Lane Ln.	224 S. Main St, Suite B1
City, State, Zip:	Sheridan, WY, 82801	Sheridan, WY 82801
Email:	history@sheridanc.lt.org	historic.preservation@sheridancountywy.gov
Chief Elected Official:	Nick Siddle	
Title:	Sheridan County Commissioner	
Phone:	307-674-2900	
Mailing Address:	224 S. Main St, Suite B1	
City, State, Zip:	Sheridan, WY 82801	
Commission/Board Chair:	Kristin Campbell	

Nick Siddle 11/14/24
Chief Elected Official Signature & Date

[Signature] 11-14-24
Commission/Board Chair Signature & Date

2. PROJECT INFORMATION

(*Project Checklist and NEPA Worksheet required. **Contact SHPO before continuing the application)

Project Title:	The Gable House Historic Preservation Easement Boundary Survey.		
Brief Description:	The Sheridan County Historic Preservation Commission would like to support the Sheridan Community Land Trust's completion of a legal boundary survey of the National Register of Historic Places-listed Stone House (SH549) property to complete a Historic Preservation Easement on the house.		
Project Type:	<input type="checkbox"/> Preservation Plan	<input type="checkbox"/> Survey	<input checked="" type="checkbox"/> Planning
	<input type="checkbox"/> National Register	<input type="checkbox"/> Preservation, Restoration, or Rehabilitation*	
	<input type="checkbox"/> Training	<input type="checkbox"/> Public Education	<input type="checkbox"/> Other**
Funds Requested			
Federal:	\$1,200.00		

Cash Match:	\$632.55
In-Kind Match:	\$167.45
Total Project Cost:	\$2,000.00

3. PROJECT SELECTION

The Sheridan County Historic Preservation Commission (SCHPC) selected to support the Sheridan Community Land Trust (SCLT) completion of a legal boundary survey of the National Register of Historic Places (NRHP)-listed Stone House (SH549) property (project) to complete a Historic Preservation Easement (HPE) on the stone house for the following reasons: 1) the HPE will protect this significant building in perpetuity; 2) the project meets several objectives outlined in the Sheridan County Historic Preservation Plan and the Sheridan County Comprehensive Plan (Campbell et al. 2020; Sheridan County 2020); as well as, 3) addressing known community interests in historic preservation efforts across the County. These are further detailed below.

- 1) The structural elements of the Stone House that will be covered under the HPE are the stone walls and five interior fireplaces. The NRHP nomination for the property specifically notes that the property is “uncommonly well-maintained” and retains all aspects of integrity (Nix and Kelly 2022). In addition, the Foursquare Classic Revival house is not common in Sheridan County, and has been minimally modified since its construction in 1898. The HPE will ensure that these significant architectural elements are preserved in their current condition in perpetuity.
- 2) The project meets several objectives detailed in Sheridan County’s Historic Preservation Plan, adopted in 2020, and Sheridan County’s Comprehensive Plan, adopted in 2019, specifically to:
 - a. promote preservation as a tool to revitalize Sheridan County’s unique agricultural areas (Campbell et al. 2020).
 - b. enhance stewardship of historic resources within the county (Campbell et al. 2020).
 - c. connect individuals and organizations to existing funding opportunities (Campbell et al. 2020).
 - d. strengthen partnerships with existing organizations to enhance local preservation efforts, specific to the project, the SCLT (Campbell et al.2020).
 - e. strengthen Sheridan County’s existing historic preservation program, which will be achieved through the experience gained by the SCLT through developing the HPE which will inform and facilitate future projects across the County (Campbell et al. 2020).
 - f. stewarding the future of Sheridan County, which includes Historic Preservation as an issue of priority (Sheridan County 2020).

- g. support activities that preserve rural historical/cultural features (Sheridan County 2020).
 - h. identify and preserve historic and cultural resources and maintain their legacy. (Sheridan County2020).
- 3) Sheridan County stakeholders have continued to express their interest in the preservation of Sheridan County’s historic places and spaces (Campbell et al. 2020, Sheridan County 2020).
- a. During the development of the County Plan, it was noted that the preservation of Sheridan’s abundant resources, including historic assets, was clearly articulated by citizens during the public outreach activities held while updating the plan. (insert County Plan citation).
 - b. Similarly, during the development of the Sheridan County Historic Preservation Plan, survey respondents indicated that one of their top concerns was major alterations or no ordinances for Sheridan County historic properties and/or historic districts, among other concerns on the lack of protection for historic properties (Campbell et al. 2020).

4. PUBLIC BENEFIT

The public will receive several benefits from the development of this HPE, which will be supported through the SCHPC and this grant.

The most tangible benefit, as noted above, is the preservation of the stone walls and five interior fireplaces of the stone house. These structural elements represent the continued commitment of preservation from past owners of the property, and are carried on through the current owner of the property, and the HPE will ensure that these significant architectural elements will be well maintain for current and future generations.

Secondly, the historic structure will be included in interpretive material and presentations developed by the SCLT. The Stone House is under private ownership and there are currently no plans to open the property to the public in the immediate future; however, the house is viewable from SR Buffalo Creek Road. Given so, and with the permission of the property owner, Mr. Brian Nix, the SCLT will add the property to their existing GPS audio tour, which includes the other two HPE held by the SCLT (e.g. Sheridan Inn and the Huson Homestead). The property will also be included in the SCLT’s social media posts and Explore History presentations which further promotes and shares the history of the property, spreads awareness of HPE as a tool for preservation, and will aim to inspire and educate the public and property owners.

Finally, the successful completion of this HPE will inform the SCLT and the SCHPC how to develop these HPE in the future, including a fuller understanding of the financial and logistical requirements of HPE, how to leverage those potential constraints and/or strengths and how to market, use, and support HPEs for future preservation projects across the County.

In summary, by providing financial support to the SCLT to complete the legal boundary survey of the property, and thus completing the HPE, the Stone House will remain a testament to the Homesteading Era of Sheridan County and the continued cultural heritage of ranching and agriculture. As well as providing a tangible connection to Sheridan County's past, exemplifying a successful preservation, and inspiring and educating the public and property owners on the potential that historic preservation projects can offer.

5. PROJECT DESCRIPTION

Prior to finalizing the HPE, a legal boundary survey is required by the mortgage lender of the property to subordinate the mortgage on the property to the HPE upon closing. The project would consist of the SCLT's completion of a legal boundary survey of the NRHP-listed Stone House (SH549) property which will satisfy the mortgage holder's requirements to place the HPE on the walls and five interior fireplaces of the contributing structure. If awarded, the SCHPC would provide the funds from this grant to the SCLT to complete this survey. The SCLT would hire Cannon Consulting LLC, a Sheridan-based licensed land surveying company, to complete the survey. The survey would consist of a survey of the full property and a legal description of the house itself. Upon completion of the survey, Cannon Consulting LLC. will complete a report detailing the results of the survey. A hard copy of the report and SCLT's invoice for the services would be included in the closing paperwork.

As detailed above, to publicize the project, the historic structure will be included in interpretive material and presentations developed by the SCLT. In addition, the SCLT will add the property to their existing GPS audio tour. The property will also be included in the SCLT's social media posts and Explore History presentations.

The development of the HPE on the Stone House has been an ongoing process, beginning several years ago when, Mr. Brian Nix, acquired the property and approached the SCLT, seeking to place an HPE on the property. SCLT is the sole Sheridan County based organization that can legally hold and monitor such easements, which is a core element of the organization's historic preservation and interpretation efforts. When completed, the SCLT will hold the Stone House HPE and monitor the easement. In development of the HPE, to date, the SCLT has completed the following :

- Property listed in the NRHP in 2022.
- Architectural assessment of the structure completed in 2023
- Baseline condition report of the property completed in 2023
- Easement drafted in 2023 and pending finalization

Once the HPE is complete, the SCLT will monitor the property annually for compliance. The SCLT is legally qualified to hold and monitor HPE. The SCLT's HPE program is experienced in the protection of two iconic Sheridan County properties, the Sheridan Inn and the Huson Homestead. The easement on the Sheridan Inn, which is a National Historic Landmark, is the

first historical easement in the State of Wyoming, and the Huson Homestead was protected through joint conservation and historic preservation easements, which together protect both the homestead and its associated ranchlands. The HPE of the Stone House will be a third testament to the commitment to historic preservation by the property owner himself, Sheridan County Board of County Commissioners and the SHCPC, and Sheridan County stakeholders.

References Cited:

Campbell, Kristin, Christine Varah, Carrie Edinger, Katie Curtiss, and Sarah Berwald

2022 *Sheridan County Historic Preservation Plan*. Available at: https://cms2.revize.com/revize/sheridan/Document%20Center/Government/Boards%20And%20Commissions/Historic%20Preservation%20Commission/Board_Application_2021.pdf. Accessed November, 2024.

Nix, Brian and Bethany Kelly

2022 National Register of Historic Places Nomination Form for The Stone House. Available at: <https://wyoshpo.wyo.gov/index.php/programs/national-register/wyoming-listings/view-full-list/998-the-stone-house>. Accessed November 2024.

Sheridan County

2020 *Sheridan County Comprehensive Plan*. Available at: https://cms2.revize.com/revize/sheridan/Document%20Center/Government/Boards%20And%20Commissions/Historic%20Preservation%20Commission/Board_Application_2021.pdf. Accessed November, 2024.

6. PRESERVATION, RESTORATION, OR REHABILITATION PROJECT CHECKLIST:

All items on this checklist are required for grant applications requesting funding for the physical preservation of a historic building, also known as “bricks and mortar” projects. Generally, grants funds can only be used on publicly owned buildings listed in the National Register of Historic Places. Privately owned buildings will only be considered if they exhibit a high degree of public interest.

The following items must be submitted with your grant application:

- ☐ A copy of the legal document that proves ownership of the building
- ☐ The name and address of the person with the authority to represent the building owner
- ☐ A statement that all pre-construction work was completed prior to the submission of the grant application and that plans, specifications, and other necessary work has been reviewed by a qualified historical architect or architectural historian.
- ☐ Plans and specifications, including a narrative description, detailing the exact scope of work to be carried out. The scope of work *must* conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties. If pre-construction documents have not already described how and why the scope of work will meet the Standards, then it must be detailed in your plans and specifications.

- Photographs showing overall and detailed views of existing conditions that will enable SHPO to evaluate the proposed work.
- NEPA Environmental Screening Worksheet

If applicable, the following items must also be submitted:

- Copies of any relevant pre-construction documents that describe the treatment approach and provide necessary historical background to justify the proposed scope of work.
- A summary of any associated work (and their estimated costs) that will be performed outside the scope of this grant.

A sign must be erected and maintained at the project site for the duration of the project that says, at minimum: "This project financed in part with funds granted to the [CLG Name] from the National Park Service, U.S. Department of the Interior." The cost of fabricating and erecting this sign is an eligible cost for this grant.

7. Scope of Work & Timeline						
Task	Responsible Party	Completion Date				
Project kick off/Award contract	SCHPC	January 1, 2025				
Survey completion and report draft	Consultant	January through May 15, 2025				
SCHPC review of report	SCHPC	May through June, 2025				
Incorporate comments, if applicable, and produce final report	Consultant	June through July, 2025				
Project closeout – compile timesheets, reimbursement request, and final report	SCHPC	July through August, 2025				
Due date of all finalized grant paperwork	SCHPC	August 31, 2025				
8. Project Budget						
Task/Activity	Federal Funds	In-Kind Match	Cash Match	Source of Match	Total	
SCLT completes boundary survey	\$1,200.00	\$0	\$632.55	Sheridan County Historic Preservation Commission	\$1,832.55	
SCHPC review of final survey report		\$100.47		Sheridan County Historic Preservation Commission	\$100.47	
SCHPC project management and administrative tasks		\$66.98		Sheridan County Historic Preservation Commission	\$66.98	
TOTALS	\$1,200.00	\$167.45	\$632.55		\$2,000.00	

6.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
SHERIDAN COUNTY**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2024**

Subrecipient:	Sheridan County
UEI #	H2JQJKZU65E8
Federal Award Amount:	\$2,415.00
Period of Performance:	September 1, 2024 through August 31, 2026
CFDA #:	97.067
DHS Grant Code:	EMW-2024-SS-05223
Federal Award Date:	September 19, 2024
Project ID:	24-SHSP-SHE-CO-AET

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and Sheridan County (Subrecipient), whose address is: 224 S Main St Ste B-1, Sheridan, WY 82801.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Addressing Emerging Threats to improve the ability of Sheridan County to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2024 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002*

(Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2024 through August 31, 2026. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed two thousand four hundred fifteen dollars and no cents (\$2,415.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. Lodging. The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. Meals. The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient. The Subrecipient agrees to:

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. THIRA/SPR. Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. NIMS. Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.327.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2024 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2024 – February 28, 2025.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency

Grant Award Agreement between Wyoming Office of Homeland Security
and Sheridan County

shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and

the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit

Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for

collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of eleven (11) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written

or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

Sheridan County

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #244397

Jodi A. Darrough, Senior Assistant Attorney General

10-25-24

Date

ATTACHMENT A: Project Description

Subrecipient: Sheridan County
Project ID: 24-SHSP-SHE-CO-AET
IJ: Addressing Emerging Threats

The following submitted project(s) have been approved for the Federal Fiscal Year 2024 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible expenses as follows:	\$2,415.00
Costs associated with attending Colorado K9 Conference as described in the 2024 SHSP ZoomGrants application	

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: Agreement Articles

State Homeland Security Program

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2024-SS-05223

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and

Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding

Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of

the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 Summary Description of Award and Sub-programs

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the

combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,362,750.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 49 HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.



**2024 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM**

Agency Name:	Sheridan County
Grant Project ID:	24-SHSP-SHE-CO-AET
Mailing Address:	224 S. Main St STE B-1
City, ST ZIP	Sheridan, WY 82801

Grant Administrator Name:	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	jludikhuize@sheridancountywy.gov

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	jludikhuize@sheridancountywy.gov

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

**This form must be signed below by the same person who signed the
Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____
Printed Name: Nick Siddle **Title:** Sheridan County Commissioner - Chair

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
SHERIDAN COUNTY**

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2024

Subrecipient:	Sheridan County
UEI #	H2JQJKZU65E8
Federal Award Amount:	\$15,711.00
Period of Performance:	September 1, 2024 through August 31, 2026
CFDA #:	97.067
DHS Grant Code:	EMW-2024-SS-05223
Federal Award Date:	September 19, 2024
Project ID:	24-SHSP-SHE-CO-IIS

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and Sheridan County (Subrecipient), whose address is: 224 S Main St Ste B-1, Sheridan, WY 82801.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Information & Intelligence Sharing / Analysis to improve the ability of Sheridan County to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2024 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002*

(Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2024 through August 31, 2026. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed fifteen thousand seven hundred eleven dollars and no cents (\$15,711.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. Lodging. The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. Meals. The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient. The Subrecipient agrees to:

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2024 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. THIRA/SPR. Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. NIMS. Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.327.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2024 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2024 – February 28, 2025.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency

Grant Award Agreement between Wyoming Office of Homeland Security
and Sheridan County

shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and

the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit

Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for

collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of eleven (11) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written

or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

Sheridan County

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #244398

Jodi A. Darrough, Senior Assistant Attorney General

10-30-24

Date

ATTACHMENT A: Project Description

Subrecipient: Sheridan County
Project ID: 24-SHSP-SHE-CO-IIS
IJ: Information & Intelligence Sharing / Analysis

The following submitted project(s) have been approved for the Federal Fiscal Year 2024 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible expenses as follows: WebEOC subscription costs.	\$15,711.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: Agreement Articles

State Homeland Security Program

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2024-SS-05223

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and

Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11 Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding

Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of

the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40 Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 Summary Description of Award and Sub-programs

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the

combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,362,750.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 49 HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.



2024 State Homeland Security Program (SHSP) GRANT POINT OF CONTACT INFORMATION FORM

Agency Name:	Sheridan County
Grant Project ID:	24-SHSP-SHE-CO-IIS
Mailing Address:	224 S. Main St STE B-1
City, ST ZIP	Sheridan, WY 82801

Grant Administrator Name:	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	jludikhuize@sheridancountywy.gov

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	Jesse Ludikhuize
Title:	Sheridan County Emergency Management Coordinator
Phone Number:	307-675-2569
Email:	jludikhuize@sheridancountywy.gov

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

**This form must be signed below by the same person who signed the
Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature

Date

Printed Name: Nick Siddle

Title: Sheridan County Commissioner - Chair

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov



SHERIDAN COUNTY AIRPORT

908 W Brundage Ln • Sheridan, WY 82801
Phone: 307-674-4222 • FAX: 307-672-6795

E. Robert Gill C.M., Manager
rgill@sheridancountyairport.com

MEMO

TO: Sheridan County Board of Commissioners
Kelly Iott, Administrative Coordinator

FROM: E. Robert Gill
Airport Manager

DATE: 11/19/2024

RE: Airport Business for BoCC Meeting of November 19, 2024

Kelly, please place the following item on the BoCC agenda for consideration at the November 19, 2024 meeting.

1. Consider Application for Federal Assistance for the 2024 Realign Taxiway Alpha (Construction) Project. This submission of grant applications is for the Sheridan County Airport's 2023, 2024, and 2025 Airport Improvement Program (AIP) entitlement funds, along with 2024 Bipartisan Infrastructure Law (BIL) funds and additional AIP discretionary funds. These funds will support the Realign Taxiway Alpha Construction Project, which is critical for addressing safety and operational needs at the Sheridan County Airport.

With the complexity and value of the proposed project, the FAA has allocated an additional \$2,000,000 AIP discretionary funding dollars to help address and mitigate hazards associated with the current taxiway design. Several key benefits are anticipated from this project, with the primary goal being the realignment of the eastern portion of Taxiway Alpha to create a fully parallel taxiway. Also, as we continue to grow in commercial service and continue to prepare to accommodate for larger aircraft, the current design of Taxiway Alpha is considered non-standard, as it fails to meet proper safety areas and object free areas along the commercial ramp. These boundaries intrude on airline parking positions. Realigning the taxiway will address these issues by separating taxiway routes from the commercial apron and diverting General Aviation traffic away from the commercial ramp, improving overall safety and efficiency. This project also aims to maintain safety area clearances along the General Aviation (GA) ramp by expanding the GA taxilane and construct an additional ramp to ensure safe wingtip clearances.

The total amount requested through this federal grant application is \$5,987,935 covering 95% of the project. The Wyoming State Aeronautics Division will provide a matching contribution of \$157,577, with an additional local match of \$157,577 coming from the airport's current fiscal year capital improvement budget. **Therefore, I respectfully recommend that the Sheridan County Board of Commissioners approve and authorize the Chairman to sign the Grant Applications for Federal Assistance for the Realign Taxiway Alpha (Construction) Project.**



SHERIDAN COUNTY AIRPORT

908 W Brundage Ln • Sheridan, WY 82801

Phone: 307-674-4222 • FAX: 307-672-6795

9.

November 19, 2024

Mr. Luis Duarte
Federal Aviation Administration
Denver ADO
26805 E. 68th Ave., Suite 224
Denver, CO 80249-6361

Re: Sheridan County Airport, Sheridan, Wyoming
Application for Federal Assistance
Realign Taxiway A; Expand GA Apron (AIP 3-56-0027-062-2025)

Dear Mr. Duarte:

Sheridan County, Wyoming, as Airport Sponsor, is herewith submitting one original of the Application for Federal Assistance for the above-mentioned Airport Improvement Program Project. This application covers the following work item:

1. Realign Taxiway A; Expand GA Apron (FAA/State/Local funds)

Sponsor funds are available for the project to cover the Sponsor's 2.50% share of the cost associated with this program.

WYDOT Aeronautics funds are available for the project to cover 2.50% of the cost associated with this program. WYDOT Aeronautics grant documents will be produced in BlackCat and electronically signed after the bidding process has been completed.

Should further information be required, please contact us. Thank you for your assistance.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Nick Siddle, Chairman

Enclosures

Copy: Ms. Melissa Palka, WYDOT Aeronautics Division (Electronic copy only)

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: _____	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: <u>Sheridan County Airport</u>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <u>83-6000124</u>	* c. UEI: <u>CM4GGGBN2JL5</u>	
d. Address:		
* Street1: <u>908 W. Brundage Lane</u>	Street2: _____	
* City: <u>Sheridan</u>	County/Parish: <u>Sheridan</u>	
* State: <u>WY: Wyoming</u>	Province: _____	
* Country: <u>USA: UNITED STATES</u>	* Zip / Postal Code: <u>82801-9346</u>	
e. Organizational Unit:		
Department Name: <u>Board of County Commissioners</u>	Division Name: <u>Sheridan County Airport</u>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <u>Mr.</u>	* First Name: <u>Robert</u>	
Middle Name: _____	* Last Name: <u>Gill</u>	
Suffix: _____	Title: <u>Airport Manager</u>	
Organizational Affiliation: <u>Sheridan County Airport</u>		
* Telephone Number: <u>307-674-4222</u>	Fax Number: <u>307-672-6795</u>	
* Email: <u>rgill@sheridancountyairport.com</u>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-56-0027-062-2025

* Title:

Realign Taxiway A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Realign Taxiway A

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,966,034.00"/>
* b. Applicant	<input type="text" value="130,685.00"/>
* c. State	<input type="text" value="130,685.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="5,227,404.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

There has been no change in the property interest held by the Airport Sponsor as shown on the referenced Exhibit "A" since AIP No. 3-56-0027-04. No adverse encumbrances, exceptions, or other interests exist on the property held by the Airport Sponsor as referenced on Exhibit "A". See current Exhibit "A" submitted with this grant application.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			200,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			5,022,404
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 5,227,404
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 5,227,404
19. Federal Share requested of Line 18			4,966,034
20. Grantee share			130,685
21. Other shares			130,685
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 5,227,404

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	130,685
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 130,685
25. Other Shares	Amount
a. State	130,685
b. Other	
c. TOTAL - Other Shares	\$ 130,685
26. TOTAL NON-FEDERAL FINANCING	\$ 261,370

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Realign Taxiway A; Expand GA Apon
AIRPORT: Sheridan County Airport (SHR)
1. Objective: Realign Taxiway A and GA Taxilane; Expand GA Apron
2. Benefits Anticipated: Maintain safety area clearances along GA ramp. Separate taxiway routes from commercial apron. Separate GA traffic from commercial ramp. Increase safety between commercial airline traffic and GA traffic.
3. Approach: (See approved Scope of Work in Final Application) Realign Taxiway A initially to complete full parallel taxiway. Completing this and shifting the GA taxilane to the west will separate GA traffic from the Commercial Ramp area. Expansion of the GA ramp will also occur.
4. Geographic Location: Sheridan County Airport in Sheridan, Wyoming
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Mr. Robert Gill, Airport Manager, Sheridan County Airport 908 West Brundage Lane, Sheridan, WY 82801 307-674-4222



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. 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.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- 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. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 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.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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.

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 project; that a resolution, motion or similar action has been duly adopted or passed as an official act of 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 project 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. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. 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.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. 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. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. 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 these assurances for the duration of these assurances.
- f. 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. 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 project 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.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it 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 and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. 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. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
 - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. 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.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and 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 49 CFR §§ 21.23(b) and 21.23(e), 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.

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

"The Sheridan County Airport, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. 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 Department of Transportation (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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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, project, 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, project, or program.
- f. 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.
- g. 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.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which 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.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11/07/2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Sheridan County Airport

Address: 908 W. Brundage Lane, Sheridan, WY 82801

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Sheridan County

Airport: Sheridan County Airport

Project Number: 3-56-0027-062-2025

Description of Work: Realign Taxiway A; Expand GA Apron

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 19th day of November, 2024.

Name of Sponsor: Sheridan County

Name of Sponsor's Authorized Official: Robert Gill

Title of Sponsor's Authorized Official: Airport Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input style="width: 90%;" type="text" value="Sheridan County Airport"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text" value="Mr."/>	* First Name: <input style="width: 200px;" type="text" value="Robert"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 300px;" type="text" value="Gill"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="Airport Manager"/>	
* SIGNATURE: <input style="width: 300px; height: 30px;" type="text"/>	* DATE: <input style="width: 100px;" type="text" value="11/19/2024"/>

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Sheridan County Airport

LOCATION: Sheridan, Wyoming

AIP PROJECT NO.: 3-56-0027-062-2025

STATEMENTS APPLICABLE TO THIS PROJECT See below

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Sheridan County Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Sheridan County Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

- a. The County of Sheridan and City of Sheridan are aware of this project. There are no other airports in the area.

BY: Robert Gill **DATE:** November 19, 2024

TITLE: Airport Manager

SPONSORING AGENCY: Sheridan County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date November 19, 2024
Sponsor's Authorized Representative

Title Airport Manager

STANDARD DOT TITLE VI ASSURANCES

Sheridan County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor 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:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED November 19, 2024

Sheridan County
(Sponsor)

(Signature of Authorized Official)

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Sheridan County Airport

AIP #: 3-56-0027-062-2025

Project Description(s): Realign Taxiway A; Expand GA Apron

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

OATH OF VIEWER

STATE OF WYOMING)
) ss.
County of Sheridan)

I, Ken Muller, duly appointed as viewer on the 19th day of November 2024, by the Board of County Commissioners of Sheridan County, Wyoming, do solemnly swear that I will faithfully and impartially perform the duties of Viewer.

I will view and report on the expediency of the proposed vacation of a portion of 14th Street between Yonkee Avenue and Taylor Avenue and that I will file a written report to the Board as soon as practicably possible addressing the following:

- a. Whether a portion of 14th Street between Yonkee Avenue and Taylor Avenue or any road, in the vicinity is required;
- b. The public and private convenience and the expense of maintaining a portion of 14th Street between Yonkee Avenue and Taylor Avenue;
- c. Whether or not my judgment, the proposed vacation of a portion of 14th Street between Yonkee Avenue and Taylor Avenue is practicable, and ought or ought not be vacated;
- d. The probable expense of vacating a portion of 14th Street between Yonkee Avenue and Taylor Avenue including damages to the property owners along the line thereof, the benefits thereto, and such other matters therein as shall enable the Board to act understandingly in the premises.

Ken Muller, County Engineer

Subscribed in my presence and sworn before me this 19th day of November 2024.

County Clerk