



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, January 5, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

I. CALL MEETING TO ORDER

II. ROLL CALL

III. ELECTION OF CHAIRMAN & VICE CHAIRMAN

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF CONSENT AGENDA

VI. PUBLIC HEARINGS

A. **CUP15-3** – Request for approval of a Conditional Use Permit to allow the construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower with accessories at NCIA.

B. **CUP15-4** – Request for the approval of an Auto Reduction/Recycling Center Conditional Use Permit on the applicants property located in the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6th Principle Meridian, Natrona County, Wyoming. The property is addressed as 14254 W. US Highway 20-26.

C. **CUP15-5** – Request for the approval of a Conditional Use Permit to allow Commercial Recreation to operate a gymnastics studio in an existing building in the Westgate Park Subdivision, zoned Light Industrial (LI) and more commonly described as 7426 6 WN Rd.

VII. PUBLIC COMMENTS

VIII. COMMISSIONER COMMENTS

IX. ADJOURNMENT



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

Tuesday, January 5, 2016 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF DECEMBER 15, 2015 MEETING MINUTES

II. APPROVAL OF BILLS – \$2,193,673.04

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Contract with WY DFS & NC on behalf of Community Action Partnership of NC (CAPNC) – Homelessness Prevention & Rapid Re-Housing \$21,785.00

B. Resolution No. 01-16 Authorizing The Petition For Change Of Use From Industrial Pollution Control, Remediation, Reservoir Supply, Stock, And Domestic To Municipal Use And Change Of Point Of Diversion And Means Of Conveyance Of The Amoco Oil Company Appropriation, Diverting From The North Platte River To Be Submitted To The State Board Of Control (ARAJPB)

C. Motorola Solutions Services Agreement – NC Emergency Management

D. Ratification of Lone Bear, Lone Bear Creek & Willow Creek Crossing Repairs (Work Order #15866)

IV. STATEMENT OF EARNINGS

County Clerk	\$82,390.10
Roads & Bridges, Parks	\$24,498.88
Planning	\$23,345.55
Cooperative Extension	\$660.00
TOTALING	\$130,894.536

V. BONDS

A. Dave Drell-Judge in the Town of Bar Numm (Term: January 8, 2016 – January 8, 2017)

VI. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING: \$2,641.93: 2015 ORTH, BARBARA J TRUSTEES - \$203.67; 2011 WOLD BROS INC - \$287.65; 2012 WOLD BROS INC - \$287.65; 2013 WOLD BROS INC - \$366.05; 2014 WOLD BROS INC - \$366.05; 2015 WOLD BROS INC - \$366.05; 2012 PROVIDENCE PROPERTIES LLC - \$765.81

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
December 15, 2015**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioner Rob Hendry (via phone), Commissioner Matt Keating, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner Keating moved for approval of the Consent Agenda. Commissioner Lawson seconded the motion. Commissioner Lawson requested to remove item H for discussion; Commissioner Schlager requested item F be removed for discussion. Motion carried.

H. Easement: Rotary Park/Schlesinger Estate

Attorney Malone gave a brief summary of easement requesting approval contingent upon the payment of the estate for the easement.

Commissioner Lawson moved for approval contingent upon payment. Commissioner Schlager seconded the motion.

F. Resolution 66-15 Naming Official Holidays for 2016

Commissioner Schlager moved to add an additional holiday for employees in the form of a (8 hour) personal day or birthday holiday in lieu of pay raise or bonus. Commissioner Keating seconded for discussion. Motion failed.

County Legal will prepare a Resolution giving employees 8 hours PTO.

Commissioner Hendry moved to approve Resolution 66-15 as presented. Commissioner Schlager seconded the motion. Motion approved.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Hearing no comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 5:51 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB INC	2,815.33	COMPUTER PROFESSIONALS	39.95
ABC LEGAL SERVICES INC	595.00	COMTRONIX COMMUNICATION	699.00
ADAMS EVIDENCE GRADE	1,704.10	CORONER	17,438.65
AG DEPT	9,367.62	COTTON, SCOTT	822.72
AIRGAS USA LLC	692.70	COTTON, TIMOTHY C PC	8,747.48
ALCOHOL & DRUG TESTING, INC.	1,302.30	COWBOY AUTO SPA	29.25
ALL AREA PROCESS SERVICE	760.00	COWBOY CHEMICAL	3,074.30
ALLEN, PATRICK C., MD P.C.	1,165.00	CRUM ELECTRIC SUPPLY CO	61.28
ALSCO	364.87	DAN'S AUTO ELECTRIC	123.00
AMERICAN ASSOCIATION OF	75.00	DECKER AUTO GLASS	243.53
AMERICAN MEDICAL BROKERS	10,203.72	DEWITT WATER SYSTEMS & SERVICE	472.50
API SYSTEMS INTEGRATORS INC	282.00	DEX MEDIA WEST INC	12.17
ASSESSOR	58,711.68	DIXON & DIXON LLP	823.01
ATLAS OFFICE PRODUCTS	1,674.38	DODGE COMPANY	212.04
B & B RUBBER STAMP SHOP LLC	31.50	DOOLEY OIL CO INC	27,103.15
BAR D SIGN COMPANY	500.00	DRIVEN POWERSPORTS INC	511.50
BENNETT, THOMAS L MD	3,247.95	DRUG COURT	23,460.59
BI INC	99.60	DRUG TESTING SVCS NATRONA CTY	33.00
BIG D OIL	667.95	E&F TOWING TRANSPORTING	173.00
BLAKEMAN PROPANE	326.05	EAGLE UNIFORM & SUPPLY CO	350.00
BLOEDORN LUMBER - CASPER	24.53	EMERGENCY MEDICAL PHYSICIANS	2,645.03
BOB BARKER COMPANY INC	2,611.85	EMISSARY PROFESSIONAL GROUP	27,776.01
BOBCAT OF CASPER	43.50	ERICKSON, JAMIE L	750.00
BROWN, JACQUELINE K	5,000.00	EXPRESS PRINTING	263.00
CALL2TEST LLC	98.70	EXTREME PERFORMANCE INC	676.79
CAPITAL BUSINESS SYSTEMS INC	1,954.95	FIRST INTERSTATE BANK	17,103.69
CASPER CONTRACTOR'S SUPPLY INC	77.83	FREMONT MOTOR CASPER INC	317.00
CASPER MEDICAL IMAGING PC	559.00	GARDEN GATE	39.00
CASPER MTN BIATHLON CLUB	124,506.00	GEOTEC INDUSTRIAL SUPPLY	2,486.25
CASPER- NATRONA CNTY HEALTH	108,333.34	GIRALDO, ALBERTA G	40.00
CASPER STAR TRIBUNE	1,542.44	GRAINGER	1,860.40
CASPER TIRE LLC	350.00	GREEN'S SEWER & DRAIN SVC	147.00
CENTRAL TRUCK AND DIESEL	846.24	GREENUP, JENNIFER LYNN	1,837.50
CENTRAL WY FAIR AND RODEO	536.49	GREINER MOTOR CO-CASPER	295.64
CENTRAL WY UROLOGICAL	996.45	GROCE, NOHORA	40.00
CENTURYLINK	13,206.55	GW MECHANICAL INC	484.80
CENTURYLINK BUSINESS SERVICES	1,554.10	HALL, SHERRY DIANNE	140.00
CHAMBERS, JOHN D	5,000.00	HAMPTON INN/LARAMIE	129.00
CHARTER COMMUNICATIONS	975.70	HARDEN, CHAD E	5,000.00
CHILD SUPPORT ENFORC	51,153.47	HIGH PLAINS POWER INC	978.23
CITY OF CASPER	7,764.86	HILTON GARDEN INN LARAMIE	581.00
CIVIL ENGINEERING	1,745.00	HOFFMAN, DONNA	264.74
CLERK OF COURT/ADMIN	41,304.18	HOMAX OIL SALES INC	2,536.47
CLERK OF DISTRICT COURT	2,983.08	HOOD'S EQUIPMENT	496.60
CLERK/ADMIN	63,959.78	HORTICULTURE MAGAZINE	19.95
COASTAL CHEMICAL CO LLC	772.93	HUB INTERNATIONAL INS	100.00
COCA-COLA BOTTLING COMPANY	302.25	IAAO	190.00
COLORADO DOORWAYS, INC.	795.00	IMPERIAL SUPPLIES LLC	322.49
COMM/ADMIN	12,991.65	INFOR TECH	41,769.03
COMM/COUNTY ATTORNEY	20,646.76	INLAND TRUCK PARTS CO	549.94
COMM/COUNTY DEVELOPMENT	39,146.12	INSTACARE CENTER OF CASPER INC	85.00
COMM/MAINT.SALARIES	26,695.06	INTEGRITY AUTO BODY	14,983.41
COMMERCIAL REFRIGERATION INC	244.64	INTERIOR SOLUTIONS	200.00
COMMUNICATION TECHNOLOGIES	25,739.30	INTERNATIONAL CODE COUNCIL INC	800.00
COMMUNITY ACTION PARTNERSHIP	50,916.50	ISC INC	5,945.11
COMMUNITY ALTERNATIVES OF	2,554.61	JOHNSON CONTROLS, INC.	54,632.10

KIESTER, JILL	56.75	SHIRK'S ENTERPRISES	1,043.00
KIGHT, CASSANDRA	500.00	SINCLAIR FLEET TRACK	387.31
KISTLER TENT & AWNING CO	120.00	SMARTBEAR SOFTWARE INC	799.60
MARTINEZ, NICK	500.00	SOURCEGAS LLC	18,396.02
MATTHEW BENDER & CO INC	401.61	SPECIALIZED PATHOLOGY	2,460.00
MCMURRY READY MIX	2,568.66	SPORTSMAN'S WAREHOUSE	203.97
MERBACK AWARD COMPANY	50.80	STEARNS, JANE MS LPC	625.00
MIDWEST HOSE & SPECIALTY INC	138.73	STERLING INFOSYSTEMS INC	120.00
MIDWEST MEDICAL SUPPLY	159.45	STEWART & STEVENSON	457.95
MOONEY, SHARON K.	26.45	STOTZ EQUIPMENT	157.23
MOUNTAIN STATES LITHOGRAPHING	3,157.50	STRYKER SALES CORPORATION	728.36
MY EDUCATIONAL RESOURCES	228.00	SUMMIT ELECTRIC LLC	25.78
NAPA AUTO PARTS	1,576.14	SUTHERLANDS	538.58
NATIONAL ASSOCIATION	990.00	SWANBOM, HANNAH	106.99
NATRONA COUNTY TREASURER	9,200.00	THOMSON REUTERS - WEST	2,632.27
NEWCOMER FUNERAL HOME	1,000.00	TIM FORCE TIN SHOP	369.57
NORCO INC	1,237.48	TRACTOR SUPPLY CREDIT PLAN	239.98
NORCO, INC, SLC, UT	912.80	TREASURER	47,594.34
OSBORN CONSTRUCTION	2,500.00	TRI-STATE TRUCK	62.72
OUTPATIENT RADIOLOGY, LLC	2,191.00	TUMA, GEN	192.69
PAETEC	28.74	TWO WAY RADIO SERVICES INC	185.00
PARK STREET LAW OFFICE	2,616.00	TY PICKETT & COMPANY, INC.	5,750.00
PEDEN'S INC	36.00	UNIVERSITY OF WY/C&T	108.00
PETERBILT OF WYOMING	17.23	UNIVERSITY OF WY/COLL OF AG	45.00
POSTMASTER/MILLS	360.00	UPS	48.43
POWDER RIVER SHREDDERS LLC	515.00	VERIZON WIRELESS	6,312.06
PRECISION DYNAMICS CORPORATION	973.28	VIEWPOINT GOVERNMENT	4,860.00
PRINTWORKS	387.26	SOLUTIONS	
PROCESS SERVICE OF WYOMING INC	1,845.00	WAL-MART COMMUNITY	163.79
PUBLIC AGENCY TRAINING COUNCIL	590.00	WEAR PARTS INC	20.30
PUBLIC SAFETY CENTER INC	359.94	WESTERN DETENTION	2,442.05
PYROTECHS, INC.	670.80	WESTERN SIGN & DESIGN	680.00
QUALITY INN & SUITES	94.00	WHITE'S MOUNTAIN MOTORS	42,774.56
QUALITY OFFICE SOLUTIONS INC	3,157.39	WILLOUGHBY, PHILLIP T.	8,115.00
QUALITY POLYGRAPH SVCS, INC	9,530.00	WIMACTEL INC	140.00
R&B/ADMIN	70,597.63	WLC ENGINEERING	188.75
R&B/LAKE	12,460.06	WOOD, CINDY ATTN AT LAW	5,000.00
R&B/PARKS DEPT	10,278.07	WORTHINGTON, LENHART	362.50
R&B/VEHICLE SERVICE	14,957.91	WY DEPARTMENT OF	800.00
REDWOOD TOXICOLOGY	300.00	WYDOT-FINANCIAL SVCS	4,957.44
LABORATORY		WYOMING ASSOCIATION	200.00
RICOH USA INC	2,515.59	WYOMING CARDIOPULMONARY	103.00
RMI	1,696.45	WYOMING CLERKS OF DISTRICT	125.00
ROCKY MOUNTAIN POWER	38,005.18	WYOMING HEALTH MEDICAL GROUP	323.00
RODOLPH BROTHERS INC	786.20	WYOMING MEDICAL CENTER	176.60
ROYBAL, WILLIAM	161.68	WYOMING OFFICE PRODUCTS	128.08
RT COMMUNICATIONS INC	39.31	WYOMING ORAL &	4,940.00
SALT CREEK COMMUNITY	145.45	WYOMING OTOLARYNGOLOGY PC	6,383.00
SECRETARY OF STATE	60.00	WYOMING RENTS LLC	95.00
SHAMROCK FOODS COMPANY	38,569.49	WYOMING REPORTING SERVICE, INC	175.00
SHERIFF/ADMIN	300,501.22	WYOMING SURGICAL ASSOC PC	1,953.00
SHERIFF/COURTHOUSE SECURITY	55,763.61	YOUTH CRISIS CENTER INC	2,545.34
SHERIFF/EMERG MANAG	16,271.60		
SHERIFF/JDC	3,500.05		
SHERIFF/NEW JAIL	417,691.36		2,193,673.04



WYOMING DEPARTMENT *of*
Family Services

2300 Capitol Avenue
5th Flr Hathaway Bldg, Ste. C
Cheyenne, WY 82002-0490
Tel: 307.777.6948
Fax: 307.777.5588
dfsweb.wyo.gov

December 1, 2015

Received

Forrest Chadwick, Commissioner
Community Action Partnership of Natrona County
800 Werner Court, Ste 201
Casper, WY 82601

DEC 03 2015

BY: _____

RE: Contract with Wyoming Department of Family Services

Dear Mr. Chadwick:

Enclosed for your signature is the original contract for homelessness. This includes any and all attachments.

After you have executed the contract, please return the original contract with original signatures in the enclosed self-addressed envelope. Once the contract has been fully executed, a copy of the contract in its entirety will be forwarded to you for your files.

Should you have any questions or concerns regarding the contracts contents, please contact Janice Haldi, the contract manager at (307)777-6948 or via email at Janice.haldi@wyo.gov.

Any other questions you may have, please contact the undersigned at (307)777-6948 or via email at kathy.torguson@wyo.gov.

Thank you for your anticipated cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Torguson".

Kathy Torguson, Administrative Assistant

Enclosure: as stated

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND NATRONA COUNTY ON BEHALF OF
COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY**

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services, Assistance Division [Agency], whose address is 2300 Capitol Avenue, Hathaway Bldg 5th Floor, Suite C, Cheyenne, Wyoming 82002; and Community Action Partnership of Natrona County [Contractor], whose address is 800 Werner Court, Suite 201, Casper, WY 82601. This Contract concerns the Emergency Solutions Grant.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide activities and supportive services to homeless and/or at-risk of becoming homeless individuals and families, as described in the Statement of Work (Attachment A).
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of this Contract is from the Effective Date through December 31, 2016. All services shall be completed during this term.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over One Thousand Five Hundred Dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Attachments to Contract.** The documents listed below are attached to this Contract and incorporated herein by this reference.
 - A. **Attachment A.** Statement of Work.
5. **Funding Source and Payment.** The Agency agrees to pay the Contractor for the activities/services described in Attachment A, Statement of Work, which is attached to and made part of this Contract by this reference. The total payment under this Contract shall not exceed Twenty-One Thousand Seven Hundred Eighty-Five Dollars (\$21,785.00).
 - A. The source of funds for this Contract is the U.S. Department of Housing and Urban Development (HUD), Community Planning and Development, Emergency Solutions Grant, Catalog of Federal Domestic Assistance (CFDA) No. 14.231, in the amount of Twenty-One Thousand Seven Hundred Eighty-Five Dollars (\$21,785.00). The Project ID for this Contract is 15-03-ESG-NTRCAP.
 - B. No payment shall be made for work performed before the date upon which the last required signature is affixed to this Contract.

- C. No later than the tenth (10th) working day of the month following the month that is being reported, Contractor shall submit monthly performance and expenditure reports in sufficient detail to ensure that payments may be made in conformance with this Contract. All reports for the term of this Contract must be submitted to Homeless Services Program, 2300 Capitol Avenue, Hathaway Bldg 5th Floor, Suite C, Cheyenne, WY 82002. Should the Contractor fail to submit reports to this location by the 10th working day of the month following the month that is being reported, payment under this Contract may be withheld or delayed, until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- D. Any unexpended funds held by the Contractor at the end of the term of this Contract shall be returned to the Agency no later than March 17, 2017.
- E. **Withholding of Funds.**
- (i) The Agency may withhold payments to the Contractor should the Contractor:
 - (a) Fail to timely submit any required reports, forms, and/or information;
 - (b) Submit incomplete reports, forms, and/or information; and/or
 - (c) Fail to complete the requirements of this Contract, including timely completion of objectives set forth in Attachment A, Statement of Work.
 - (ii) Payments may be withheld under Section 5(E)(i) until the Contractor:
 - (a) Submits the required reports, forms, and/or information;
 - (b) Submits completed required reports, forms, and/or information; and/or
 - (c) Completes the requirements of this Contract.
 - (iii) Upon written notice of unusual circumstances from the Contractor, due no later than ten (10) days after Contractor becomes aware of circumstance, the Agency shall consider the unusual circumstances that may temporarily affect the Contractor's ability to fulfill the requirements of this Contract.
 - (a) Upon receipt and review of the Contractor's written notice of the unusual circumstance, the Agency may authorize payment, if, in the sole judgment of the Agency, the circumstances warrant payment.

6. **Responsibilities of Contractor.**

- A. Activities and Supportive Services.** Contractor shall provide activities and supportive services as described in Attachment A, Statement of Work.
- B. Annual Report.** Contractor shall maintain required demographic data and submit an Annual Report to the Agency no later than March 18, 2016.
- C. Grant Recovery.** The Agency shall be entitled to recover from the Contractor any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Contractor is unable to provide; and 3) any payments for services the Contractor did not provide but was required to provide under the terms of this Contract.
- D. Matching Funds.** Contractor must match the awarded amount of Twenty-One Thousand Seven Hundred Eighty-Five Dollars (\$21,785.00), as stated in Section 5 of this Contract, with an equal amount of cash or non-cash contributions to supplement the Contractor's ESG program. Matching contributions may be obtained from any source, including any Federal source other than ESG, as well as, state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:
- (i) The Contractor must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds; and
 - (ii) If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.
- E. Monthly Report.** Contractor shall submit a monthly performance and expenditure report to the Agency no later than the tenth (10th) working day of the month following the month that is being reported. This report should provide actual expenditures, number of unduplicated clients served, demographic detail of clientele, number of referrals made to other agencies and names of those agencies, number of volunteer hours and dollar value, and sources and amounts of matching supplemental funds.
- F. Retention of Records.** Contractor shall maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of six (6) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.

G. Time Analysis Allocation. Contractor shall conduct a time analysis allocation for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.

7. **Responsibilities of Agency.**

A. Consultation. The Agency shall consult with and advise the Contractor, as necessary, about the requirements of this Contract.

B. Monitoring and Evaluation. The Agency shall monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.

C. Payment. The Agency shall disburse funds to the Contractor in accordance with Section 5 of this Contract.

8. **Special Provisions.**

A. Administration of Federal Funds. Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87, or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.

B. Assumption of Risk. The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

C. Copyright License and Patent Rights. Contractor acknowledges that HUD, the State of Wyoming, and Agency reserve a royalty-free, non-exclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes:

(i) the copyright in any work developed under this Contract; and

(ii) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

D. Drug Free Workplace. In accordance with the Drug Free Workplace Act of 1988, the Contractor certifies that it has a policy prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the

workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- E. Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, the Solid Waste Disposal Act, and other related provisions of federal environmental protection laws, rules or regulations.
- F. Equal Opportunity Acts.** Contractor agrees all activities under this Contract will comply with the Fair Housing Act (Equal Opportunity in Housing Programs), the Civil Rights Act of 1964 (Nondiscrimination in Federally Assisted Programs), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act, section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprises, Minority Business Enterprise Development, Women's Business Enterprise, and other related provisions of federal equal opportunity laws, rules or regulations.
- G. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Contract, Contractor 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.
- H. Housing Requirements.** Contractor agrees to comply with the current Fair Market Rent Limits, Minimum Habitability Standards, and Rent Reasonableness requirements established and published by HUD annually.
- I. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the Contract is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Contract is in effect; or
 - (iii) Uses forced labor in the performance of the Contract or subawards under the Contract.

- J. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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.
- K. Lead-Based Paint.** Contractor agrees to comply with the Lead Based Paint Poisoning Act of 1973 and applicable regulations found at 24 CFR 35, Parts A, B, H, J, K, M and R.
- L. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative contract, or loan.
- M. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. 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 Contract; and, to observe personnel in every phase of performance of the related work.
- N. Nondiscrimination.** The Contractor 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/or 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. Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- O. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Contractor 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 Contract.
- P. Program Income.** Contractor 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 Contract must be used to increase the scope of the program or returned to the Agency.

- Q. 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 Contractor, shall identify the Agency and HUD as the sponsoring agency and shall not be released without prior written approval from the Agency.
- R. Religious Activities.** The Contractor and any subcontractors shall not use ESG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- S. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the disbarred vendors list maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.
- T. Transparency Act.** In accordance with 2 C.F.R., Part 170, Contractor must adhere to Subcontract and Executive Compensation reporting requirement of the "Transparency Act." Under the Transparency Act, all subcontracts over \$25,000 must be reported, unless exempted.
- U. Uniform Relocation.** The Contractor will not cause either temporary or permanent involuntary displacement of any person or business as a result of Homeless Prevention and/or Rapid Re-Housing activities. The Contractor shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 C.F.R. 24, 24 C.F.R. 570.606, and 24 C.F.R. 576.59. The Contractor hereby agrees to defend, pay, and indemnify the State and the Agency from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities pursuant to the Emergency Solutions Grant.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract. The Contractor 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 Contractor which are pertinent to this Contract. The Contractor 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 Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor 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. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Contract.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.
- J. Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation, and data are provided to Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representations under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
- (i)** A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.
- K. Entirety of Contract.** The parties recognize this Contract is subject to the FY 2015 Wyoming ESG State Management Plan and the Contractor's FY 2015 ESG Application, both of which can be located for review at the Agency. This Contract, consisting of thirteen (13) pages, and Attachment A, Statement of Work, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Ethics.** Contractor 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 Contractor's profession.

- M. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- P. Independent Contractor.** The Contractor shall function as an independent Contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- Q. No Finder's Fees.** No finder's fees, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- R. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail, or delivery in person at the address(es) provided under this Contract.

- S. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- T. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/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. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- U. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- V. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and the Contractor does not waive 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. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- X. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. **Titles Not Controlling.** Titles of sections and subsections are for reference only, and shall not be used to construe the language in this Contract.
- CC. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** In witness thereof, the parties to this Contract, either personally or through their duly authorized representative, have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv). The effective date of this Contract is the date of the signature last affixed to this page

WYOMING DEPARTMENT OF FAMILY SERVICES

Steve Corsi, Director

Date Signed

Brenda J. Lyttle, Senior Administrator, Assistance Division

Date Signed

NATRONA COUNTY ON BEHALF OF COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY

Forrest Chadwick, Natrona County Commissioner

Date Signed

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #141761

Marion Yoder, Senior Assistant Attorney General

Nov. 24, 2015

Date Signed

General Description

This document is intended as a Statement of Work (SOW) to identify and describe eligible services for the Emergency Solutions Grant (ESG). The goal of the funding is to provide assistance to individuals and families experiencing a housing crisis and/or homelessness and help them quickly regain stability in permanent housing.

Eligible Activities and Supportive Services

The following table shows specific tasks, eligible activities and supportive services, estimated number of unduplicated clients to be served during the term of the Contract, amount of funding allocated for each task, and the last date services can be rendered.

ESG FY 2015				
Task	Eligible Activities and Supportive Services as described in Subtitle 8 of Title IV of the Stewart 8. McKinney Homeless Assistance Act (U.S. Code: 42 USC 11371-11378 as amended by the Hearth Act.	Estimated # of Unduplicated Clients	Allocated Funding Amount	Last Date Services can be rendered
1	Street Outreach & Emergency Shelter	147	\$6,710	12/31/2015
	<p>Street Outreach = Essential Supportive Services provided to individuals and families who are literally homeless. These services will be provided to persons on the streets, in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Eligible Activities include engagement, case management, emergency health services, emergency mental health services, transportation, and services to special populations. Staff salaries related to carrying out Street Outreach activities are also eligible costs.</p> <p>Emergency Shelter = Essential Supportive Services provided to individual and families who are literally homeless. These services will be provided to persons in emergency shelters, for renovating buildings to be used as emergency shelters, and operating emergency shelters. Eligible Activities for persons in an emergency shelter include case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills, mental health services, substance abuse treatment services, transportation, and services for special populations. Eligible Activities for rehabilitation and renovation of buildings to be used for emergency shelter include labor; materials; tools; other costs for renovation, including soft costs; major rehabilitation of an emergency shelter; and conversion of a building into an emergency shelter. Eligible Activities for shelter operations includes maintenance, rent, security, fuel, insurance, utilities, food, furnishings, equipment, supplies necessary for the operation of the shelter, and hotel or motel vouchers for individuals or families when no appropriate emergency shelter is available. Staff salaries related to carrying out Emergency Shelter activities are also eligible costs.</p>			

Attachment A

To Contract Between

Wyoming Department of Family Services, Homeless Services Program

And Community Action Partnership of Natrona County

Page 1 of 2

2	Homelessness Prevention & Rapid Re-Housing	20	\$12,350	12/31/2015
<p>Homelessness Prevention = Supportive Services provided to individuals and families who are at imminent risk of homelessness, homeless under other federal statutes, or fleeing or attempting to flee domestic violence and have an income at, or below, 30% of the Area Median Income to prevent them from becoming homeless in a shelter or an unsheltered situation and to help such persons regain stability in their current housing or other permanent housing.</p> <p>Rapid Re-Housing = Supportive Services provided to individuals and families who are literally homeless living on the streets or in an emergency shelter to transition as quickly as possible to permanent housing, and then, to help such persons achieve stability in that housing.</p> <p>Eligible Activities for Homelessness Prevention and Rapid Re-Housing include short- (up to 3 months) and medium-term (4-24 months) rental assistance and housing relocation and stabilization services. Financial assistance includes moving costs, rental application fees, security deposits, last months rent, utility deposits, and utility payments. Services include housing search and placement, housing stability case management, mediation, legal services, and credit repair. Staff salaries related to carrying out Homelessness Prevention and Rapid Re-Housing activities are also eligible costs.</p>				
3	Administration	N/A	\$2,725	12/31/2015
<p>Costs related to the planning and execution of the Emergency Solutions Grant activities. This does not include staff and overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, and rapid re-housing activities, as those costs are eligible as part of those activities.</p>				
TOTAL		167	\$21,785	12/31/2015

RESOLUTION NO. 01-16

A RESOLUTION AUTHORIZING THE PETITION FOR CHANGE OF USE FROM INDUSTRIAL POLLUTION CONTROL, REMEDIATION, RESERVOIR SUPPLY, STOCK, AND DOMESTIC TO MUNICIPAL USE AND CHANGE OF POINT OF DIVERSION AND MEANS OF CONVEYANCE OF THE AMOCO OIL COMPANY APPROPRIATION, DIVERTING FROM THE NORTH PLATTE RIVER TO BE SUBMITTED TO THE STATE BOARD OF CONTROL.

WHEREAS, the Board of County Commissioners of Natrona County entered into The Reuse Agreement with Amoco Oil Company, the City of Casper, and the Amoco Reuse Agreement Joint Powers Board, dated September 29, 1998 and amended March 9, 2005, which describes the conveyance of right, title, and interest of Amoco's Surface Water Rights to the City and the County jointly, subject to Amoco's retained water rights; and

WHEREAS, the City of Casper and the Board of Commissioners of Natrona County will each own one-half of the appropriation for which the change of use and change of point of diversion and means of conveyance is sought; and

WHEREAS, the appropriation that is the subject of the petition is Permit No. 14892, diverting from the North Platte River at Amoco Pipeline No. 2; and

WHEREAS, the Natrona County Commissioners and City of Casper are requesting approval by the State Board of Control of the petition to enable diversions under the appropriation from Casper Water Treatment Plant No. 1 point of diversion, and from alternate points of diversion at Recharge Pipeline No. 1 and Recharge Pipeline No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF NATRONA COUNTY: That the Chairman of the Board of Natrona County Commissioners is hereby authorized and directed to execute a petition, to be submitted to the State Board of Control, for a change of use, change of point of diversion, and means of conveyance for the Amoco Oil Company Appropriation, Permit No. 14892.

PASSED, APPROVED AND ADOPTED this 5th day of January, 2015.

BOARD OF NATRONA COUNTY
COMMISSIONERS

ATTEST:

Renea Vitto

Forrest Chadwick



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001024815
 Contract Modifier: RN09-DEC-15 10:28:36

Date: 12/09/2015

Company Name:	Natrona County Emergency Management
Attn:	
Billing Address:	201 N David St 2nd Flr Hall Of Justice
City, State, Zip:	Casper,WY,82601
Customer Contact:	Stewart Anderson
Phone:	(307)235-9205

Required P.O.: No
 Customer #: 1036458710
 Bill to Tag #: 0001
 Contract Start Date: 12/15/2015
 Contract End Date: 12/14/2016
 Anniversary Day: Dec 14th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1	SVC01SVC1101C SVC058AH	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ENH: REMOTE SITE	\$368.73	\$4,424.76	
1	SVC01SVC1102C SVC921AG	ASTRO DISPATCH SERVICE ENH: REMOTE SITE	\$29.05	\$348.60	
1	SVC01SVC1103C SVC087AH	ASTRO NETWORK MONITORING REMOTE SITE	\$110.62	\$1,327.44	
1	SVC01SVC1104C SVC179AH	ASTRO TECHNICAL SUPPORT ENH: REMOTE SITE	\$25.51	\$306.12	
1	SVC01SVC1405C SVC148AH	NETWORK PREVENTATIVE MAINTENANCE A ENH: REMOTE SITE	\$73.75	\$885.00	
1	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$516.22	\$6,194.64	
1	SVC938AG	ENH: REMOTE SITE			
1	SVC02SVC0351A	REPAIR ARAR 1ADDL YR SITE(S)	\$490.54	\$5,886.48	
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$1,614.42	\$19,373.04
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$1,614.42	\$19,373.04
			Taxes	-	-
			Grand Total	\$1,614.42	\$19,373.04
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.					
Subcontractor(s)			City	State	
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL	
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067			SCHAUMBU RG	IL	

MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO068	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
COMMUNICATION TECHNOLOGIES	ROCK SPRINGS	WY

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

[Signature] AUTHORIZED CUSTOMER SIGNATURE Natrona County EMA Coord. TITLE 12-16-15 DATE

L. Stewart Anderson CUSTOMER (PRINT NAME)

[Signature] MOTOROLA REPRESENTATIVE(SIGNATURE) CSM TITLE 12-16-15 DATE

Paul Newman MOTOROLA REPRESENTATIVE(PRINT NAME) (307) 256-0344 PHONE

Company Name: Natrona County Emergency Management
 Contract Number: S00001024815
 Contract Modifier: RN09-DEC-15 10:28:36
 Contract Start Date: 12/15/2015
 Contract End Date: 12/14/2016

DATED this 5th day January 2016

**BOARD OF COUNTY COMMISSIONERS
 NATRONA COUNTY, WYOMING**

 Forrest Chadwick, Chairman

ATTEST:

 Renea Vitto, County Clerk



Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

MEMO

DATE: December 28, 2015

TO: Forest Chadwick, Commission Chairman, Commissioners and Heather Duncan-Malone, County Attorney

FROM: Michael D. Haigler, Road & Bridge Superintendent *mdh*

SUBJECT: Lone Bear Road, Lone Bear & Willow Creek Crossing repairs.

Natrona County entered into an agreement with WLC Engineering August 4, 2015 for Preliminary Surveying, Hydrology Analysis for various storm events, Design Options and a Report summarizing the estimated cost associated with each option.

The various options were presented to the Commission and it was determined that we would go out to bid with one option being two 120" culverts that would take care of the 10 year storm but that would overtop the road during the 25 year and the second option is to place four 120" culverts that would almost take care of the 100 year storm.

WLC has prepared an agreement for providing Design, Contract Documents Preparation, and Bidding as well as Construction Surveying and Material Testing. The cost for this service is \$27,400.00. The County will provide the Construction Administration as directed for a savings of \$16,900.00

Staff recommends that we enter into the agreement with WLC for the services as outlined above.

Respectfully,

Michael D. Haigler
Natrona County, Road & Bridge Supt.
307-258-2950



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

DATE: 12-22-15

WORK ORDER #: 15866

CLIENT NAME:	Natrona County Board of Commissioners	BILLING CONTACT:	Mike Haigler
CLIENT CONTACT/TITLE:	Forrest Chadwick/Chairman	TITLE:	
MAILING ADDRESS:	200 N. Center St. Suite #115	MAILING ADDRESS:	P.O. Box 848
CITY, STATE, ZIP:	Casper, WY 82601	CITY, STATE, ZIP:	Mills, WY 82644
OFFICE #:	307-235-9311	OFFICE #:	307-235-9311
HOME #:		HOME #:	
FAX #:		FAX #:	
CELL #:		CELL #:	307-235-9311
EMAIL:		EMAIL:	mhaigler@natronacounty-wy.gov

THE FOLLOWING IS THE WORK THAT YOU (THE CLIENT) HAVE ASKED US TO PERFORM. IF YOU AGREE THAT THIS IS WHAT YOU WANT, PLEASE SIGN ON THE BOTTOM LINE AUTHORIZING US TO PROCEED WITH THE PROJECT. ALL CHARGES WILL BE MADE IN ACCORDANCE WITH OUR CURRENT FEE SCHEDULE UNLESS OTHER WRITTEN AGREEMENT IS ATTACHED. UNLESS THIS DOCUMENT IS RETURNED TO US WITHIN FIFTEEN (15) DAYS, WE WILL CONSIDER THIS PROPOSAL NULL AND VOID.

PROJECT NAME: Lone Bear Road
WLC PROJECT MANAGER: Jason L. Meyers
PROJECT LOCATION: Natrona County, Wyoming

SCHEDULE: ANTICIPATED START DATE: _____ ANTICIPATED COMPLETION DATE: _____

SCOPE OF WORK:

- 10 - Design, Contract Documents, Bidding
- 11 - Construction Survey
- 12 - Material Testing

Reference proposal dated December 7, 2015.
Not to exceed fee: \$27,400.00

CLIENT AGREES TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT WHICH ARE AS PART OF THIS AGREEMENT. CLIENT ACKNOWLEDGES HE HAS RECEIVED A COMPLETE COPY OF THE AGREEMENT.

CLIENT AUTHORIZATION

DATE: Forrest Chadwick
Forrest Chadwick/Natrona County Board of Commissioners

CLIENT / COMPANY NAME
12/29/2015

SIGNATURE (AUTHORIZED AGENT OR GUARANTOR)

WLC AUTHORIZATION

DATE: 12/22/15

Jason L. Meyers

PROJECT MANAGER NAME

SIGNATURE (WLC PROJECT MANAGER)

AUTHORIZATION TO PROCEED AND ACCESS TO CONSTRUCTION PROJECT

CLIENT ACKNOWLEDGES, THAT BY EXECUTING THIS AGREEMENT, HE AUTHORIZES THE PROFESSIONAL TO PERFORM THE WORK AND PROVIDE THE SERVICES SET FORTH ON PAGE 1 HEREOF. CLIENT UNDERSTANDS PAGE 1 PROVIDES A GENERAL SYNOPSIS OF THE WORK AND SERVICES TO BE PROVIDED AND PERFORMED BY THE PROFESSIONAL FOR THE PROFESSIONAL TO OBTAIN SERVICES OF OTHER PROFESSIONALS, SUBCONTRACTORS OR INDEPENDENT CONTRACTORS. CLIENT AGREES IT WILL BE OBLIGATED TO RENDER PAYMENT FOR THE SERVICES OF THESE THIRD PARTIES AND WILL BE BILLED FOR THEIR WORK AS A PART OF THIS CONTRACT.

CLIENT HEREBY GRANTS THE PROFESSIONAL, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS ANY AND ALL ACCESS TO THE CONSTRUCTION JOB SITE NECESSARY TO PERFORM THE LABOR AND SERVICES OUTLINED ON PAGE 1 HEREOF.

PAYMENT OF FEES

CLIENT HEREBY AGREES TO PAY OR OTHERWISE DISCHARGE ALL MONTHLY CHARGES ASSESSED BY PROFESSIONAL ON OR BEFORE THE 20TH DAY AFTER THE DATE OF INVOICING. SHOULD THE MONTHLY CHARGES NOT BE PAID ON OR BEFORE THE 30TH DAY FOLLOWING THE DATE OF INVOICING THEN IT IS AGREED CLIENT SHALL BE ASSESSED AND PAY A FINANCE CHARGE OF 1.75 PERCENT PER MONTH OR TWENTY-ONE PERCENT (21%) PER ANNUM, COMPUTED FROM THE 31ST DAY FOLLOWING THE DATE OF INVOICING UNTIL THE DATE OF FULL PAYMENT OF THE PRINCIPAL SUM AND APPLICABLE FINANCE CHARGES DUE UPON THE MONTHLY INVOICE. IN THE EVENT THE PROFESSIONAL MUST ENGAGE IN COLLECTION ACTIVITIES TO OBTAIN ANY MONIES DUE ON ANY MONTHLY INVOICE, CLIENT AGREES TO BE OBLIGATED FOR ALL COSTS AND FEES OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES AND COURT COSTS.

IN ADDITION TO THE FOREGOING, IF PAYMENT UPON ANY INVOICE IS NOT RECEIVED ON OR BEFORE THE 30TH DAY FOLLOWING THE DATE OF INVOICE, THE PROFESSIONAL SHALL HAVE THE RIGHT TO CEASE THE PERFORMANCE OF ANY WORK UNDER THE TERMS OF THIS CONTRACT AND FILE A MECHANICS LIEN, PURSUANT TO THE STATUTES OF THE STATE OF WYOMING, AGAINST THE AFFECTED REAL PROPERTY. CLIENT AGREES THAT, SHOULD THE PROFESSIONAL EXERCISE HIS RIGHT, IT WAIVES ANY AND ALL CLAIMS OF DAMAGE FOR BREACH OF THIS CONTRACT, LOSS OF INCOME OR PENALTY RESULTING FROM THE ACTS OF THE PROFESSIONAL IN THIS REGARD. CLIENT ALSO AGREES TO BE OBLIGATED FOR ANY REASONABLE ATTORNEY'S FEES AND RELATED COSTS INCURRED BY PROFESSIONAL WHILE PROCESSING ITS LIEN CLAIM.

OWNERSHIP OF DATA AND DOCUMENTS

ALL DATA AND DOCUMENTS, INCLUDING BUT NOT LIMITED TO DRAWINGS, PLATS, SPECIFICATIONS AND REPORTS PREPARED BY THE PROFESSIONAL UNDER THIS AGREEMENT, ARE THE PROPERTY OF THE PROFESSIONAL. THEY HAVE OR WILL BE PREPARED FOR THE SPECIFIC USE OF CLIENT OR HIS DESIGNATED EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN CONNECTION WITH THE PERFORMANCE OF THE AGREED UPON WORK UPON THE DESCRIBED REAL PROPERTY. THE SAID DATA AND DOCUMENTS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CLIENT OR OTHERS ON OTHER RELATED OR UNRELATED PROJECTS WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF PROFESSIONAL. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS PROFESSIONAL FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE PROFESSIONAL MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, AND COST INCLUDING REASONABLE ATTORNEY'S FEES OR JUDGMENTS AGAINST IT ARISING FROM THE ABOVE STATED UNAUTHORIZED USE OF THE DATA AND DOCUMENTS.

AS BUILT DOCUMENTS

IF THE SCOPE OF THE SERVICES AS DEFINED ON PAGE ONE INCLUDES THE PREPARATION OF AS BUILT DOCUMENTS, THE PROFESSIONAL SHALL, AT THE COMPLETION OF THE WORK, COMPILE FOR AND DELIVER TO THE OWNERS, A SET OF AS BUILT DOCUMENTS, CONFORMING TO THE CONSTRUCTION RECORDS OF THE CONTRACTOR AS PROVIDED TO THE PROFESSIONAL. THIS SET OF DOCUMENTS SHALL CONSIST OF THE CORRECTED SPECIFICATIONS AND PLANS SHOWING THE REPORTED LOCATION OF THE WORK. WHILE THE INFORMATION SUBMITTED BY THE CONTRACTOR AND INCORPORATED BY THE PROFESSIONAL INTO THE RECORD IS ASSUMED RELIABLE, CLIENT AGREES AS AGAINST THE PROFESSIONAL, TO WAIVE ANY CLAIMS OR CAUSE OF ACTION FOR ERRORS, OMISSIONS, OR INACCURACY WHICH OCCUR AS THE RESULT OF IMPROPRIETIES FOUND IN THE AS BUILT DOCUMENTS.

JOB SITE SAFETY

CLIENT ACKNOWLEDGES THE PROFESSIONAL SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES IMPLEMENTED BY THE CONTRACTORS AND/OR SUBCONTRACTORS. FURTHER, THE PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS USED BY THE CONTRACTORS AND SUBCONTRACTORS IN CONNECTION WITH THE WORK NOR FOR THE ACTS OR OMISSIONS OF THE CONTRACTORS, SUBCONTRACTORS OR ANY OTHER PERSONS PERFORMING THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

OPINION OF PROBABLE CONSTRUCTIONS COSTS

CLIENT AGREES THE PROFESSIONAL HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS OR EQUIPMENT, THE CONTRACTOR'S METHOD OF DETERMINING PRICES OR COMPETITIVE BIDDING OR MARKET CONDITIONS. THEREFORE, HIS OPINIONS OF PROBABLE CONSTRUCTION COSTS PROVIDED FOR HEREIN ARE TO BE MADE ON THE BASIS OF HIS EXPERIENCE AND QUALIFICATIONS. THE OPINIONS REPRESENT HIS BEST JUDGMENT AS A PROFESSIONAL, FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, THE PROFESSIONAL CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINIONS OR PROBABLE COSTS PREPARED BY HIM.

LIMITATION OF LIABILITY

THE CLIENT AGREES TO LIMIT THE PROFESSIONAL'S LIABILITY TO THE OWNER AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT FOR PROFESSIONAL'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS TO THE AGGREGATE SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR THE PROFESSIONAL'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICH EVER IS LESSER.

COMPLETE AGREEMENT

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PROFESSIONAL AND THE CLIENT, AND ANY STATEMENTS WHETHER IN WRITING OR MADE ORALLY, NOT INCLUDED IN THIS DOCUMENT ARE SPECIFICALLY EXCLUDED FROM THE TERMS HEREOF. FURTHER, ANY ADDITIONS OR DELETIONS OR ALTERATIONS OF THIS AGREEMENT MUST BE MADE BY WRITTEN ADDENDUM, ACCEPTED IN WRITING BY BOTH PARTIES.

TERMINATION OF AGREEMENT

THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY, WITHIN 10 DAYS OF THE EXECUTION HEREOF, SUBJECT TO THE CONDITION THAT IF PROFESSIONAL HAS PERFORMED ANY SERVICES WITHIN SAID 10 DAYS PERIOD, CLIENT SHALL REIMBURSE PROFESSIONAL FOR SAID SERVICES IN ACCORDANCE WITH THE FEE SCHEDULE PROVIDED HEREIN, PRIOR TO TERMINATION. IF THIS AGREEMENT IS NOT TERMINATED WITHIN THE SAID 10 DAY PERIOD, IT MAY ONLY BE TERMINATED WITH THE WRITTEN APPROVAL OF ALL PARTIES SIGNATORY.

CONTINUING OBLIGATION

THIS CONTRACT SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTY'S SIGNATORY.

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52771833

That we David A. Drell

of Bar Nunn, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Town of Bar Nunn, the State of Wyoming, in the penal sum of Fifteen Thousand and 00/100 DOLLARS (\$ 15,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 11th day of December, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Appointed Elected

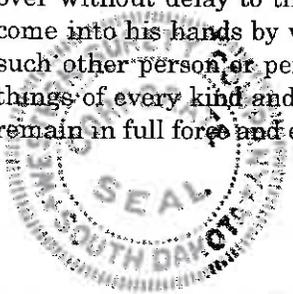
Principal was duly Judge

in the Town of Bar Nunn

and State aforesaid for the term beginning January 8, 2016, and ending

January 8, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Judge as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



David A. Drell
Principal

WESTERN SURETY COMPANY

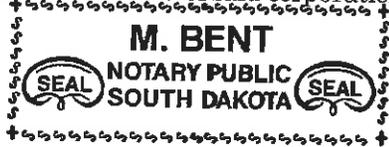
By Paul T. Bruhat
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 11th day of December, 2015, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2020

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

David A. Drell

State of Wyoming }
County of NATRONA } ss

This Oath of Office was subscribed and sworn to before me by David A. Drell on this 16th day of December, 2015. My commission expires:

Dorothy Rutz
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of NATRONA } ss

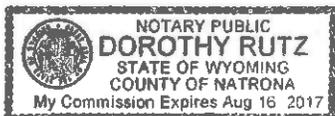
On this 16th day of December, 2015, before me, personally appeared

David A. Drell, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as his free act and deed.

My commission expires

8-16-17

Dorothy Rutz
Notary Public, Wyoming



Michelle



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

JANUARY 5, 2016

Planning Commission Recommendations

1. **Planning Commission Recommendation:** **Approve**
CUP15-3 – Request for approval of a Conditional Use Permit to allow the construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower with accessories at NCIA.

2. **Planning Commission Recommendation:** **Deny**
CUP15-4 – Request for the approval of an Auto Reduction/Recycling Center Conditional Use Permit on the applicants property located in the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6th Principle Meridian, Natrona County, Wyoming. The property is addressed as 14254 W. US Highway 20-26.

3. **Planning Commission Recommendation:** **Approve**
CUP15-5 – Request for the approval of a Conditional Use Permit to allow Commercial Recreation to operate a gymnastics studio in an existing building in the Westgate Park Subdivision, zoned Light Industrial (LI) and more commonly described as 7426 6 WN Rd.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION December 8, 2015

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

MEMBERS ABSENT:

STAFF MEMBERS PRESENT: Jason Gutierrez, Trish Chavis, and Peggy Johnson

OTHERS PRESENT: Charmaine Reed

Chairman Wright called the meeting to order at 5:30 p.m.

ITEM 1

Brown moved and Hutchinson seconded a motion to approve the October 13, 2015 meeting minutes.

Motion carried unanimously.

ITEM 2

Hutchinson moved to remove CUP15-3 from the table, Bailey seconded the motion

Chairman Wright opened the public hearing **CUP15-3** – A request by Verizon Wireless, represented by Becky Siskowski of Centerline Solutions for a Conditional Use Permit to allow construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower, together with antenna arrays, equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link) on a 40' X 60' leased area from Natrona County International Airport located in the SW/4 of the SW/4 of Section 21, Township 34 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 3381 Tobin Circle.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

Discussion between the Planning and Zoning Commission and Staff

Public hearing open

Speaking in favor –None

Speaking in opposition – None

Public hearing closed

Brown moved approval of CUP15-3; a Conditional Use Permit to allow construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower, together with antenna arrays, equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link) to the Board of County Commissioners, and incorporate by reference all findings of fact set forth herein and make them a part thereof as presented by staff. Bailey seconds the motion. Motion carries unanimously.

ITEM 3

Chairman Wright opened the public hearing **CUP15-4** – A request by Jeff Olson for a Conditional Use Permit to allow operation of a Auto Reduction/Recycling Center on a 40-acre parcel known as lot 56 of the Pedro Aspen Record of Survey, located in portions of the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 14254 W. US Highway 20-26.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit (CUP) for an Auto Reduction/Recycling Center, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

Discussions between the Planning Commissioners and Staff

Public hearing opened

Those speaking in favor – Jeff Olson, Casper

Discussion between the Planning and Zoning Commission, Staff, and the Applicant

Those speaking in opposition – Mark Warner, Caleb Kull, both from Casper

Public hearing closed

More Discussion between Planning Commission, Staff, and the Applicant

Brown moved to approve CUP15-4, a Conditional Use Permit (CUP) for an Auto Reduction/Recycling Center. Hutchinson seconded the motion. Discussion between the Planning Commission Brown and Hutchinson retract their motion. Brown moved to deny CUP15-4, a Conditional Use Permit (CUP) for an Auto

Reduction/Recycling Center based on the findings that the Fire Marshall requested access to the property be at least 20 feet in width and be able to support a minimum of 75,000 pounds. The applicants request was for storage and the applicant stated during the meeting that he does do some minor dismantling/storage of wrecked vehicles at that location which brought some environmental concerns as the South Fork Casper Creek runs along the northern portion of the property and the screening plan was not realistic for the area. Hutchinson seconded the motion.

Motion carries unanimously.

ITEM 4

Chairman Wright opened the public hearing **CUP15-5** – A request by Kelly Gangwish, KaLarks Gymnastics (applicant) and WYOZIP (landowner) for a Conditional Use Permit to allow Commercial Recreation to operate a gymnastics studio in an existing building in the Westgate Park Subdivision, lot 6-7, located in portions of Section 28, Township 34 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 7426 6WN Road.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit to allow Commercial Recreation, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

Discussions between the Planning Commissioners and Staff

Public hearing opened

Those speaking in favor – Kelly Gangwish, Casper

Discussion between Planning Commission and the Applicant

Those speaking opposition - None

Public hearing closed

Bailey moved to approve CUP15-5, A Conditional Use Permit to allow Commercial Recreation, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof and subject to the approval of the building plans by the Natrona County Fire Marshall and the Natrona County Building Official. Brown seconded the motion. Motion carries unanimously.

Public comment – None

**Commissioner Hutchinson motioned to adjourn meeting at 6:48 p.m.
Commissioner Brown seconded the motion. Motion carries.**

Harold Wright, Chairman
Natrona County Planning and Zoning Commission

Renea Vitto
Natrona County Clerk



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: December 9, 2015

RE: CUP15-3 – Request for approval of a Conditional Use Permit to allow the construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower with accessories.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Approve

At its December 8, 2015 meeting the Planning and Zoning Commission acted unanimously to recommend approval of the Conditional Use Permit for the telecommunications tower and accessories by the Board of County Commissioners.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

CONDITIONAL USE PERMIT APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

1. Name: c/o Becky Siskowski of Centerline Solutions
2. Address: 25671 County Road 15 1/2, Johnstown, CO 80534
3. Phone: 858-243-2900

Owner

Board of County Commissioners of Natrona County

- Name: c/o Glenn Januska Airport Manager
- Address: 8500 Airport Parkway
- Phone: 307-472-6688

4. Explain why you are requesting this conditional use permit and detail the proposed use:
Verizon Wireless would like to install a new wireless telecommunications facility to fill a gap in coverage in the surrounding area. The installation will include a 75' monopole (built for multiple carriers), 12 antennas and equipment cabinets within a 60'x40' fenced leased area.
5. Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range). see attached plans/survey
6. Current zoning of property: Airport PUD
7. Type of sewage disposal: Public Septic Holding Tank Other NA
8. Source of water: NA
9. This property was purchased from: NA
10. The date this property was purchased: NA

On separate sheets of paper, please respond to the following questions and provide explanations for your answers:

- Will granting the conditional use permit contribute to an overburdening of County Services?
- Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?
- Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?
- Will granting the conditional use permit detrimentally affect the public health, safety and welfare?

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to

give authority to violate or cancel the provisions of any State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant:  Date: 6/25/15
(Signature)

Print Applicant Name: Becky Siskowski

Owner:  Date: 6-24-15
(Signature)

Print Owner Name: Glenn S Siskowski



16360 Table Mountain Pkwy
Golden, CO 80403

June 25, 2015

Re: CUP Questions/Answers for Verizon Wireless Proposed Wireless Telecommunications Facility at Natrona County Airport, 3380 Tobin Circle (CAS FAR WEST CASPER)

Q: Will granting the conditional use permit contribute to an overburdening of County Services?

A: No, the facility is unmanned and will not require any County Services.

Q: Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?

A: No, the facility is unmanned and will not cause undue traffic. Routine maintenance is once each quarter. No parking spaces required. The maintenance worker will be able to park within the lease area. There will be no affects to population density. All environmental studies/requirements will be performed before site can be constructed.

Q: Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?

A: No, the site is adjacent to a storage parcel. There are large farming and industrial implements stored on adjacent parcel. The neighborhood is within the Airport PUD. There are existing tall vertical elements within the neighborhood, such as, a water tank and airport equipment.

Q: Will granting the conditional use permit detrimentally affect the public health, safety and welfare?

A: No, Verizon Wireless complies with all FCC/FAA regulations. A wireless telecommunications facility assists with public safety and welfare as it provides wireless E911 services in emergencies.

CONDITIONAL USE PERMIT REQUEST
FOR
WIRELESS TELECOMMUNICATION FACILITY
IN THE
CASPER/NATRONA COUNTY AIRPORT PLANNED UNIT DEVELOPMENT (PUD)

CUP15-3

STAFF REPORT: Trish Chavis
November 18, 2015

For

December 8, 2015
Planning and Zoning Commission

And

January 5, 2016
Board of County Commissioner Meeting

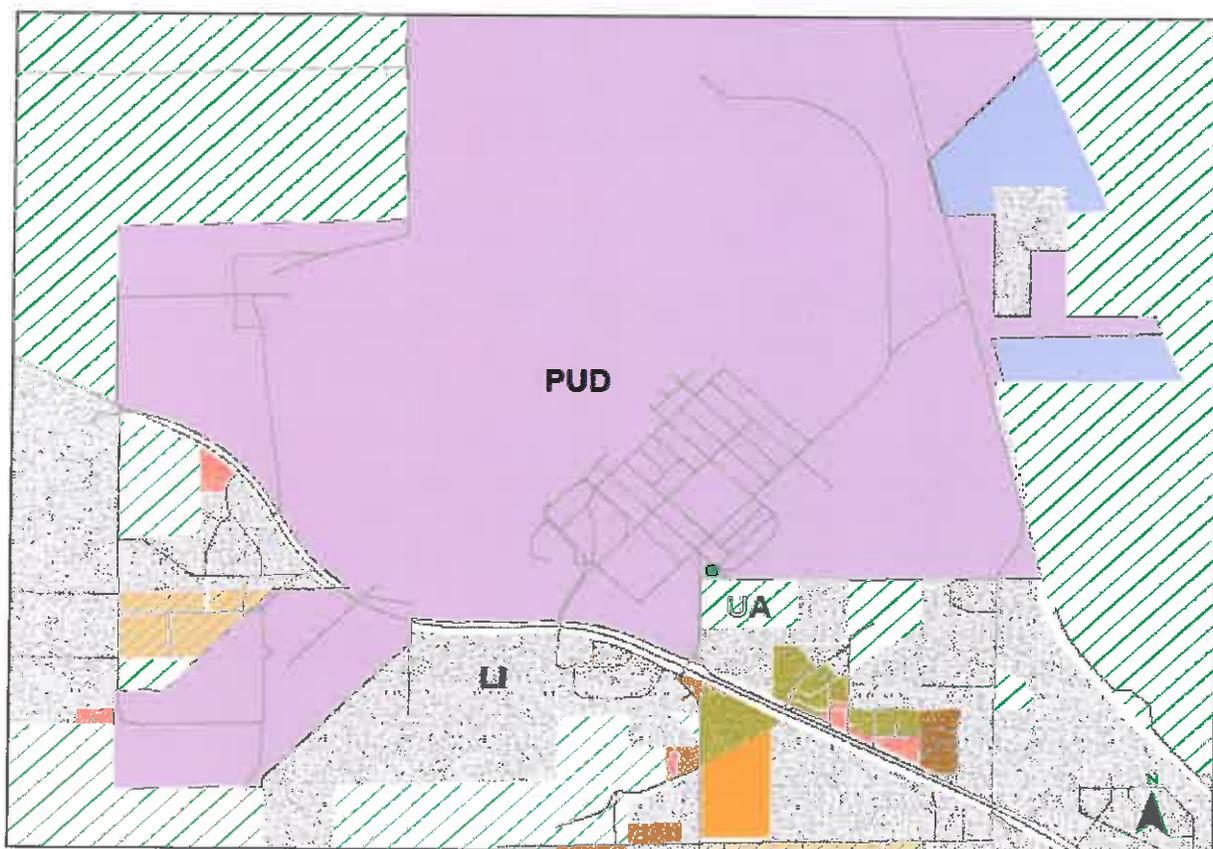
APPLICANT: Verizon Wireless, represented by Becky Siskowski of Centerline Solutions

REQUEST: Conditional Use Permit to allow construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower, together with antenna arrays, equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link).

BACKGROUND

Verizon Wireless has entered into an agreement to lease a 40' X 60' area for the purpose of erecting a 75' monopole (built for multiple carriers), 12 antennas and equipment cabinets. A non-objection letter for this lease was issued by the Board of County Commissioners in July of 2014, recognizing that the authority was delegated to the Airport Board of Trustees upon its establishment in 1953.

This Conditional Use Permit was tabled from the October 13, 2015 Planning Commission meeting. The applicant had not submitted the required documentation in time to be reviewed prior to the October 13th meeting. Staff had recommended denial based on this missing information and during the scheduled meeting asked that it be tabled to the December meeting to give the applicant time to submit required documents and review time for staff.



GENERAL STANDARDS
FOR
CONDITIONAL USE PERMITS

Conditional Use Permit to allow construction and operation of an approximately seventy-five (75) foot monopole telecommunications tower, together with antenna arrays, equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link). This use is a Conditional Use Permit within the Business/Commercial zone. The answer supplied is the applicant response. The Proposed finding of fact is staff response.

Criteria for Approval

1. Will granting the conditional use permit contribute to an overburdening of County Services?

No, the facility is unmanned and will not require any County Services.

Proposed finding of fact: Granting the Conditional Use Permit will not contribute to an overburdening of County services.

2. Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?

No, the facility is unmanned and will not cause undue traffic. Routine maintenance is once each quarter. No parking spaces are required. The maintenance worker will be able to park within the lease area. There will be no affects to population density. All environmental studies/requirements will be performed before the site can be constructed.

Proposed finding of fact: The wireless facility will be unmanned, with site inspections every quarter, it will not cause undue traffic, parking, population density or environmental problems.

3. Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?

No, the site is adjacent to a storage parcel. There are large farming and industrial development stored on adjacent parcel. The neighborhood is within the Airport PUD. There are existing tall vertical elements within the neighborhood, such as, water tank and airport equipment. The proposed Verizon Wireless cell site will improve service at NCIA and increase

Proposed finding of fact: The Airport PUD was developed to accommodate a wide variety of land uses. A majority of the surrounding properties are vacant. The Airport Land Use Plan shows the land to the north and east being developed as Commercial/Light Industrial and the west and south being developed as Industrial.

4. Will granting the conditional use permit detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or Zoning Resolution?

No, Verizon Wireless complies with all FCC/FAA regulations. A wireless telecommunications facility assists with public safety and welfare as it provides wireless E911 services in emergencies.

Proposed finding of fact: The wireless telecommunications facility covered by the requested Conditional Use Permit is governed by the Zoning Resolution of Natrona County, Wyoming. The proposed telecommunications tower is subject to Federal, State and County safety regulations, including, but not limited to the so-called NIER restrictions which protect persons from radiation exposure.

The applicant has provided the NIER Certification for the proposed tower and the documentation that demonstrates the need for the Wireless Telecommunications Tower (section 15F (4)) within the proposed area. The intent and purpose of the Zoning Resolution, Section 1(e) is to provide for the administration of the Zoning Resolution through the adoption of procedures, regulations, and fees.

Key Communication Tower Regulations

Location: The Zoning Resolution provides priority locations for towers, one (1) being the highest priority (County or other publicly owned facilities). The proposed tower will be located on property owned by Natrona County.

Artificially Lighted: There is no requirement for lighting until the tower reaches 200 feet. The proposed tower is 75 feet.

Setbacks: Setbacks from roads and structures is 110% of the tower height. The proposed tower is 75 feet making setbacks a minimum of 83.25 feet. This requirement has been met, the setbacks range from 98 feet to 210 feet to the road.

NIER Certification: Applicant has supplied.

Documentation demonstrating the need for Telecommunication Tower: Applicant has supplied the requested documentation.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

PUBLIC COMMENT

As of the date of this staff report one comment in favor has been received.

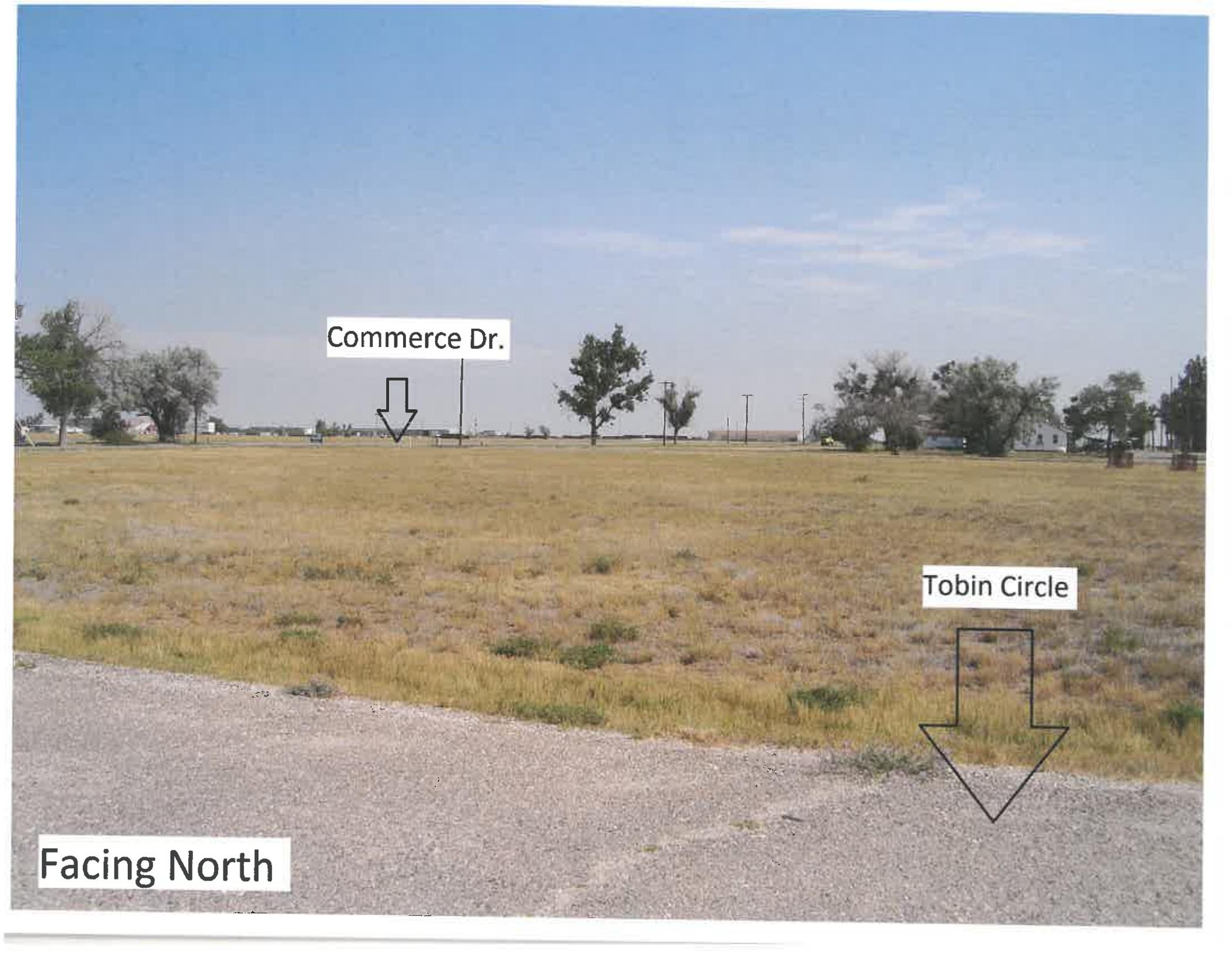
Commerce Dr.



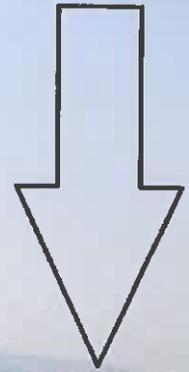
Tobin Circle



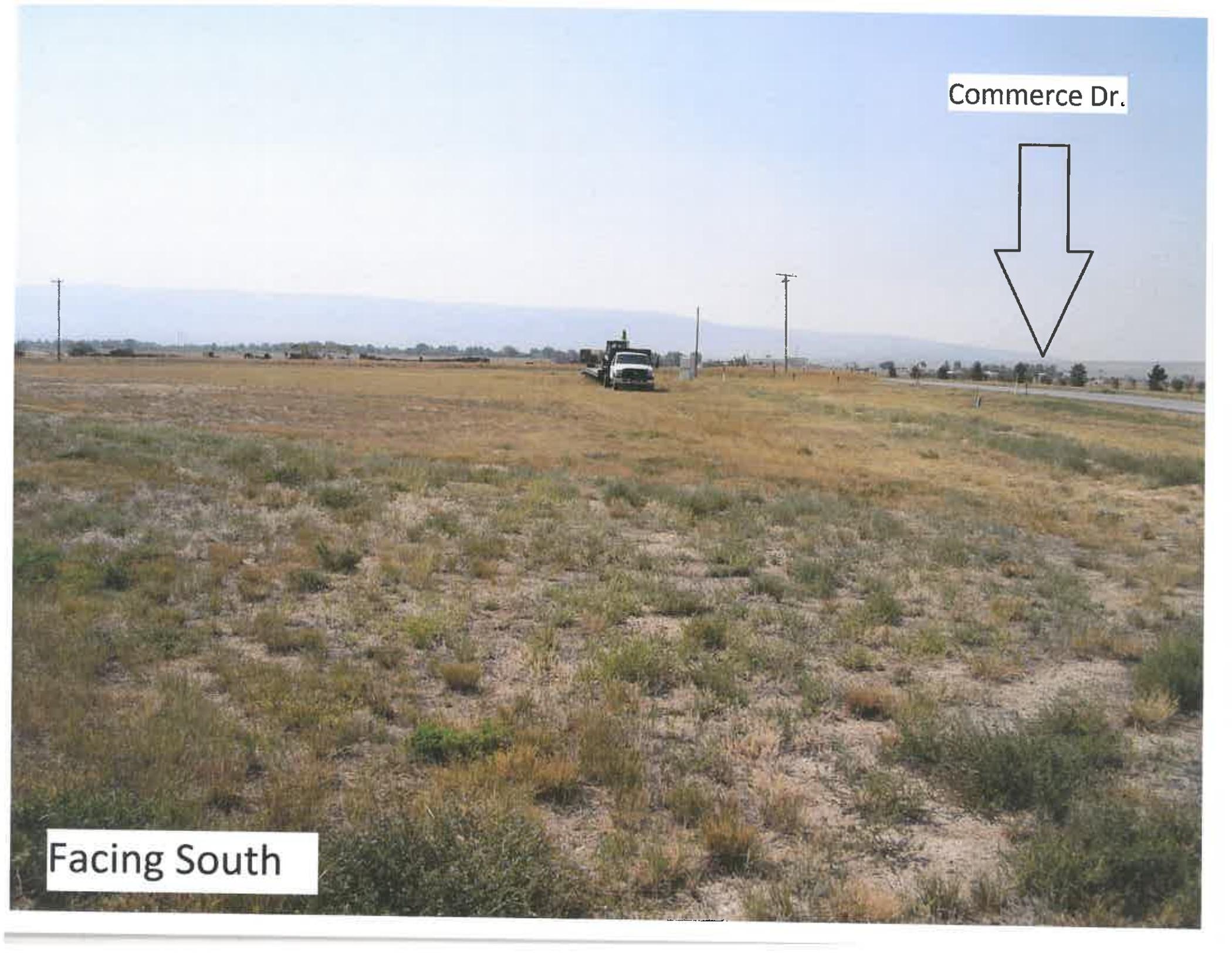
Facing North



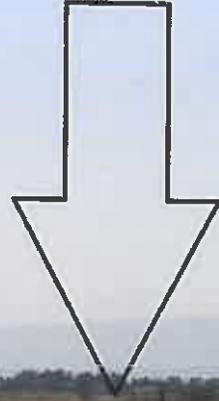
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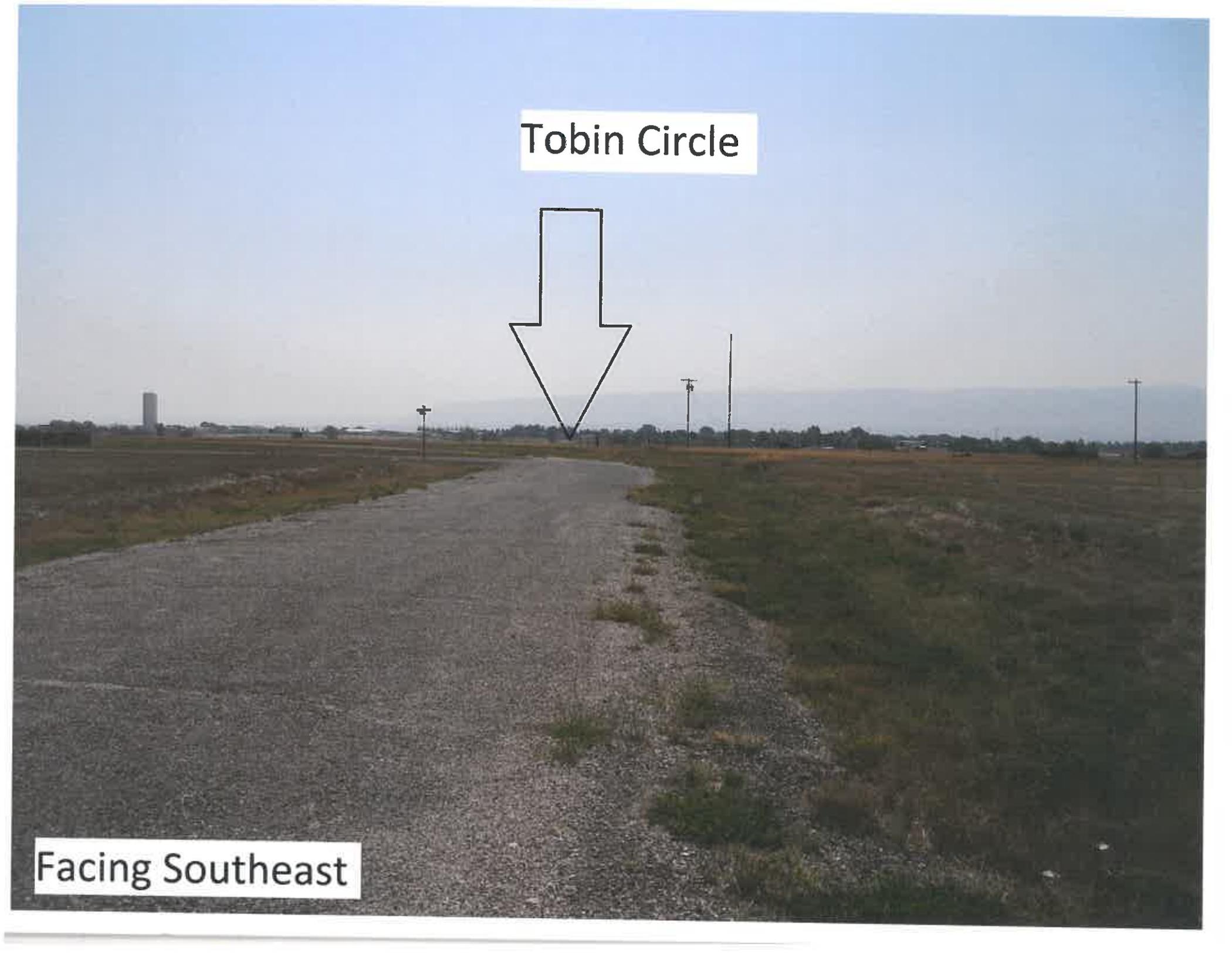
Facing South



Tobin Circle



Facing Southeast





Facing West

Jeff Brophy

From: Marvin Shepherd <marvshepherd@hotmail.com>
Sent: Monday, August 24, 2015 12:19 PM
To: Peggy Johnson
Subject: Notice of public hearing-Verizon Tower near NCIA.

I'm responding to letter of 8-13-15 re: proposed Verizon tower (CUP15-3). As a property owner in Vista West IV--1970 N Yellow Creek, I have no problem with the proposed location. I assume the airport is okay with it's placement?

Thanks,

Marvin Shepherd 307-259-4067



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: December 9, 2015

RE: CUP15-4 – Request for the approval of an Auto Reduction/Recycling Center Conditional Use Permit on the applicants property located in the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6th Principle Meridian, Natrona County, Wyoming. The property is addressed as 14254 W. US Highway 20-26.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Deny

At its December 8, 2015 meeting the Planning and Zoning Commission acted unanimously to recommend denial of the Conditional Use Permit for an Auto Reduction/Recycling Center at 14254 W. US Highway 20-26.

- The Fire Marshall requested the access to the property be at least 20 feet in width and be able to support a minimum of 75,000 pounds. The applicant stated that he did not have those kinds of funds.
- The applicants request was for storage, during the meeting the applicant stated that he does do minor dismantling/storage of wrecked vehicles at the location. Environmental concerns arose from this discussion that had not been addressed at the time of application. South Fork Casper Creek runs along the northern portion of this property.
- Planning Commission also felt the screening plan was not realistic for the area (growing of trees and shrubs).

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

Dear Board of County Commissioners:

This is in reference to my request for an auto reduction/recycling center conditional use permit at 14256 W US Hwy 20-26.

There was a concern from the Fire Marshall about the road going out to the property. I Can understand their concern for public safety but since there is going to be no public access to this land plus there are no structures on this land, therefore, their concern for public safety should not require a road that your average person or business could by no means afford or be required to build. There are supposed setbacks and access to all tracks, in accordance to the contract to purchase as well as Wyoming statues. there is to be a setback 30 feet inside perimeters of all boundary lines, I assume this is so all land owners have access to their property and fire can also access it. I have compiled to this. There are some land owners that need this brought to their attention so everyone can have access.

This land is for storage; we will not dismantle vehicles on this property. There are no structures out there as well as no electricity, not even close or any plans that I know of to get electricity out there. When I stated that we occasionally take minor parts off I meant just that, a taillight, Mirror, headlight to give some examples. Anything more than that, engines, Transmissions, etc., then we pick them up and take them to our shop where we have the tools and means in the comfort of our shop. The South Fork Casper Creek does not run through this property. So there should be no environmental concerns.

I talked to the NC Conservation district in April, found out what would do well in the soil and area of the land, and placed an order for 25 ash trees (only received 10), 25 Buffalo berry, and 25 Cartagena to plant for a shelter and hide the vehicles so the adjacent property owner would not have to look at them, we are trying to Neighborly. We received the trees in May and planted them, this is before the county knew anything about the vehicles. We have had some problems with the wild life out there but we are learning and feel we have barriers to now keep them away from the trees. We also plan on ordering again next year and continue building the shelter belt.

Therefore, I feel this application should be approved as recommended by the planning commission

Thanks



Jeff Olson

received
12/17/15

Updated: 5/4/2015

Quantity	Tree	Size	Name	Cust. Ordered	
10	Ash, Green	CG	Olson	3-26	Owes \$62.50
25	Buffaloberry	CG		3-24	
25	Caragana	CG		3-24	

received
BILLS-0

Pay
cash

625



Natrona County Conservation District Conservation Seedling Tree & Shrub Program

Basic Tree Information:

- ~ Bare-root seedlings are sold in **bundles of 10 or 25**, dependent upon size. Seedlings are sold **ONLY** in the bundle sizes indicated on the order form.
 - **CG (Conservation Grade)** 10-20" and first year growth, sold in bundles of 25
 - **2-3'** 2nd year growth, sold in bundles of 25
 - **3'+** 2nd or 3rd year growth dependent upon species, sold in bundles of 10 – will include trees from 3' to 6'
 - **Potted species** are sold individually
- ~ There is an abundance of information on tree selection on the internet and on our website, www.nccdwyoming.com.
- ~ Every species will not grow in every location! While all species offered are winter hardy, plant growth and survival depends upon proper planting location, care, protection, soil-type and weather conditions. Plan ahead – research species, soils, verify water availability, provide protection from wildlife or livestock, and prepare for extra care during the first few years of growth, particularly in extreme weather conditions.

Ordering Information:

- ~ **ORDER EARLY.** Can't emphasize enough! **Orders will be taken thru April 18, 2015, but selection changes daily.**
- ~ Prices listed include freight and sales tax. No additional costs!
- ~ Three ways to order:
 - Email - lisa.ogden@wy.nacdnet.net. If you order via email, list the quantity, size, and name of trees that you want, as well as the contact information that is on the top of the order form.
 - Mail – NCCD, 5880 Enterprise Drive, Suite 100, Casper, WY 82609
 - Phone - 307-261-5436, ext. 103

Payment Information:

- ~ Availability of tree stock changes rapidly as species sell out at the nursery, so NCCD utilizes the following policy:
 - **After confirmation of tree availability**, an invoice will be emailed or mailed with the total amount due. If stock is sold out on an item ordered, I will call or email you with options.
 - **Full payment is due within thirty days after receipt of the invoice.**
 - **If order is over \$400, a deposit of 50% is required by NCCD before ordering from the nursery, with the balance due within thirty days after receipt of invoice.**
- ~ Checks can be mailed to the above address, or cash can be taken in person at the office. You may pay by credit card through PayPal if you would like to pay by credit card. Just send me your PayPal email and I will get an invoice sent to you

~ Lisa Ogden, District Manager
307-261-5436, ext. 103



CONDITIONAL USE PERMIT APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant

Owner

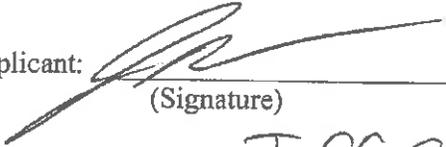
- | | |
|--|------------------------------|
| 1. Name: <u>Jeff Olson</u> | Name: <u>Jeff Olson</u> |
| 2. Address: <u>PO Box 50165</u> | Address: <u>PO Box 50165</u> |
| 3. Phone: <u>307-262-7457</u> | Phone: <u>307-262-7457</u> |
| 4. Explain why you are requesting this conditional use permit and detail the proposed use:
<u>Storage of Vehicles</u> | |
| 5. Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).
<u>14254 W US Hwy</u>
<u>20-26 10T56</u> | |
| 6. Current zoning of property: <u>RAM</u> | |
| 7. Type of sewage disposal: Public <input type="checkbox"/> Septic <input type="checkbox"/> Holding Tank <input type="checkbox"/> Other <u>None</u> | |
| 8. Source of water: <u>Portable Water Tank - to Water Trees</u> | |
| 9. This property was purchased from: <u>Yellowstone Mortgage</u> | |
| 10. The date this property was purchased: <u>1-10</u> | |

On separate sheets of paper, please respond to the following questions and provide explanations for your answers:

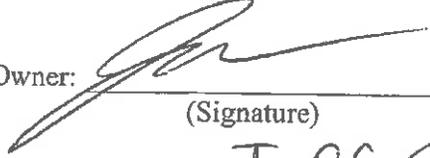
- Will granting the conditional use permit contribute to an overburdening of County Services? NO
- Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems? NO
- Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood? NO
- Will granting the conditional use permit detrimentally affect the public health, safety and welfare? NO

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to

give authority to violate or cancel the provisions of any State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant:  Date: 8-17-15
(Signature)

Print Applicant Name: Jeff Olson

Owner:  Date: 8-17-15
(Signature)

Print Owner Name: Jeff Olson

REQUEST FOR APPROVAL OF AN
AUTO REDUCTION/RECYCLING CENTER
IN THE
URBAN AGRICULTURE ZONING DISTRICT
CUP15-4

STAFF REPORT: Trish Chavis
November 18, 2015
For

December 8, 2015
Planning and Zoning Commission

And

January 5, 2016
Board of County Commissioner Meeting

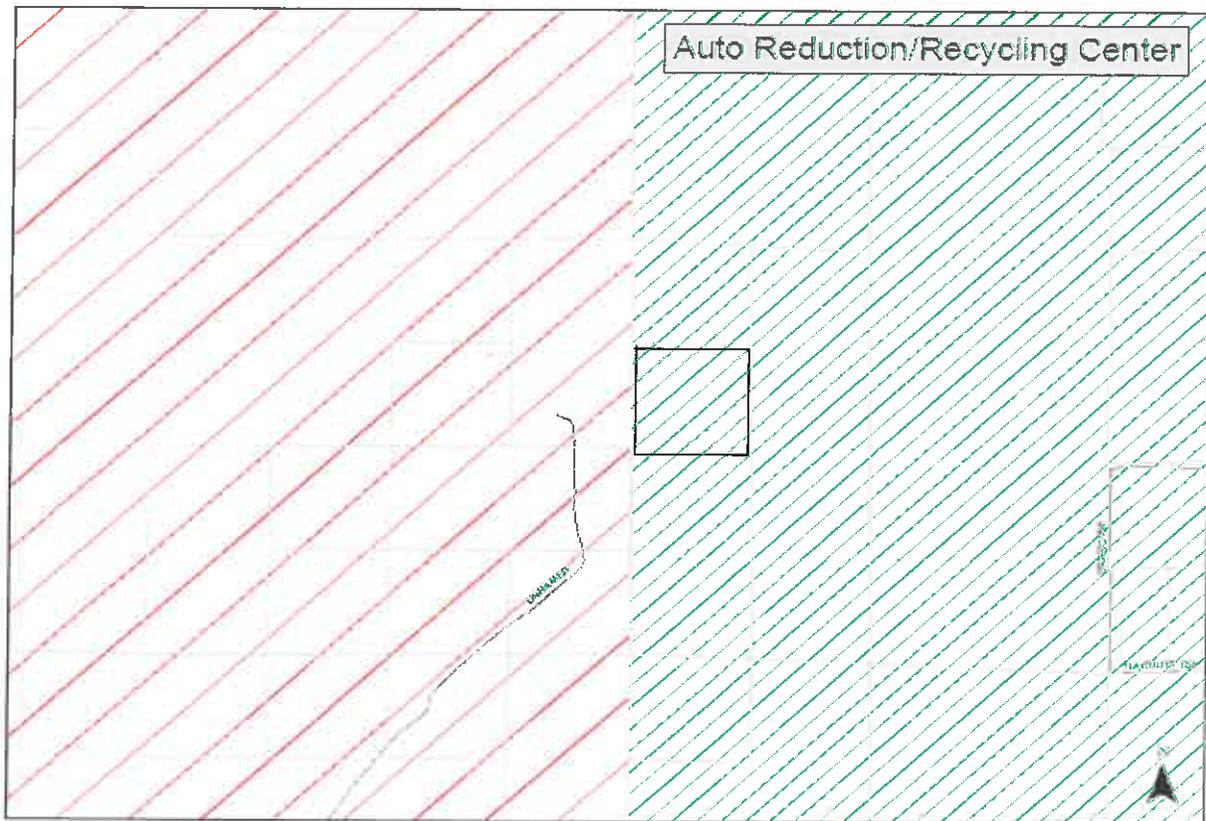
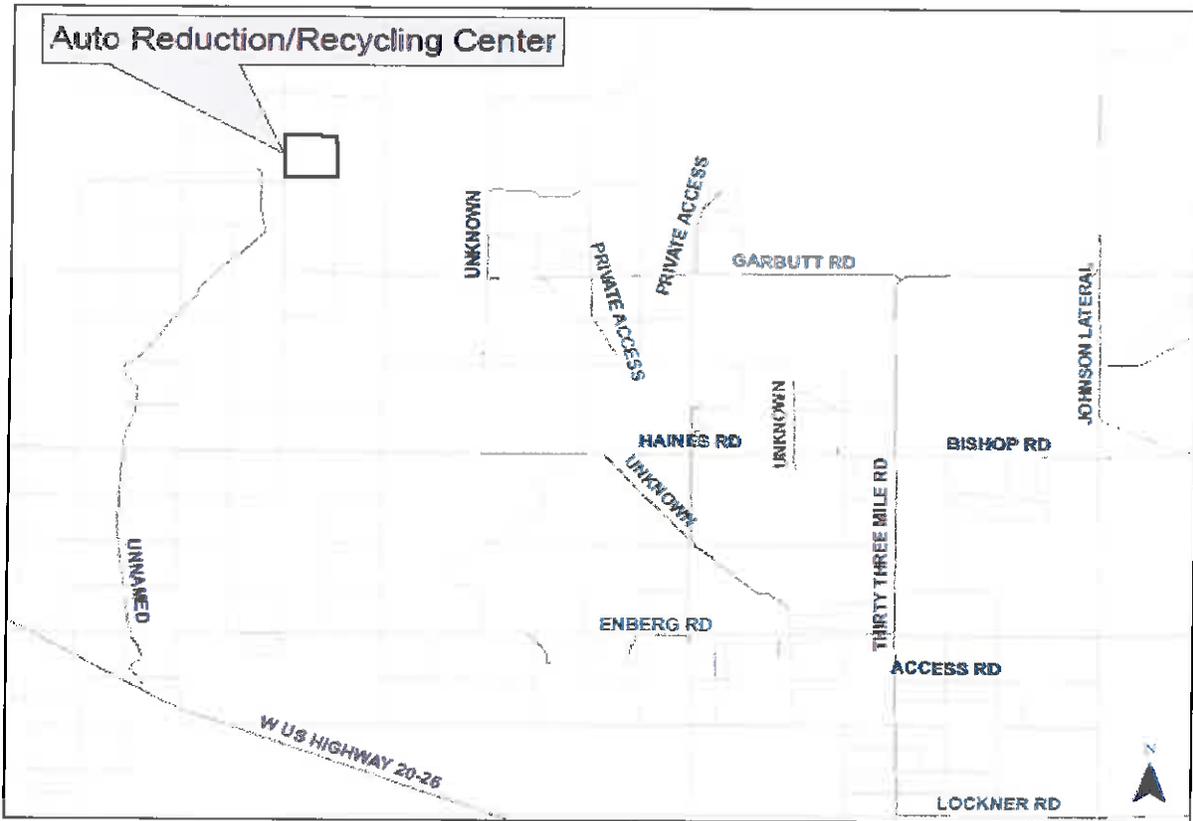
APPLICANT: Jeff Olson

REQUEST: A Conditional Use Permit (CUP) for an Auto Reduction Yard/Recycling Center.

LOCATION AND ZONING

The subject property is located roughly seven miles west of the Natrona County International Airport, also known as lot 56 of the Pedro Aspen Record of Survey. The applicant is purchased a 40 acre parcel, in a portion of the SW/4 of the NW/4 of Section 28, Township 35 North, Range 81 West of the 6th Principle Meridian, Natrona County, Wyoming.

The property lies in the Urban Agriculture (UA) zoning district. The properties to the north, south and east are Urban Agriculture (UA) with the west being Ranching, Agriculture and Mining (RAM).



GENERAL STANDARDS
FOR
CONDITIONAL USE PERMITS

The applicant is required to provide a showing that the proposed Conditional Use Permit complies with the four (4) criteria used for evaluating a Conditional Use Permit.

Conditional Use. An Auto reduction Yard/Recycling Center is an area or business used for dismantling, wrecking, dumping or storage of inoperative vehicles including the buying, selling or dealing in such vehicles or parts of vehicles. This shall include inoperative vehicles and vehicle parts which are part of an auto repair or body shop operation if left for more than forty-five (45) days. This use is a conditional use in the Urban Agriculture (UA) zoning district.

Applicant is requesting the CUP for the storage of the 20+ vehicles already on the property.

Criteria for Approval

1. **Will granting the conditional use permit contribute to an overburdening of County Services?**

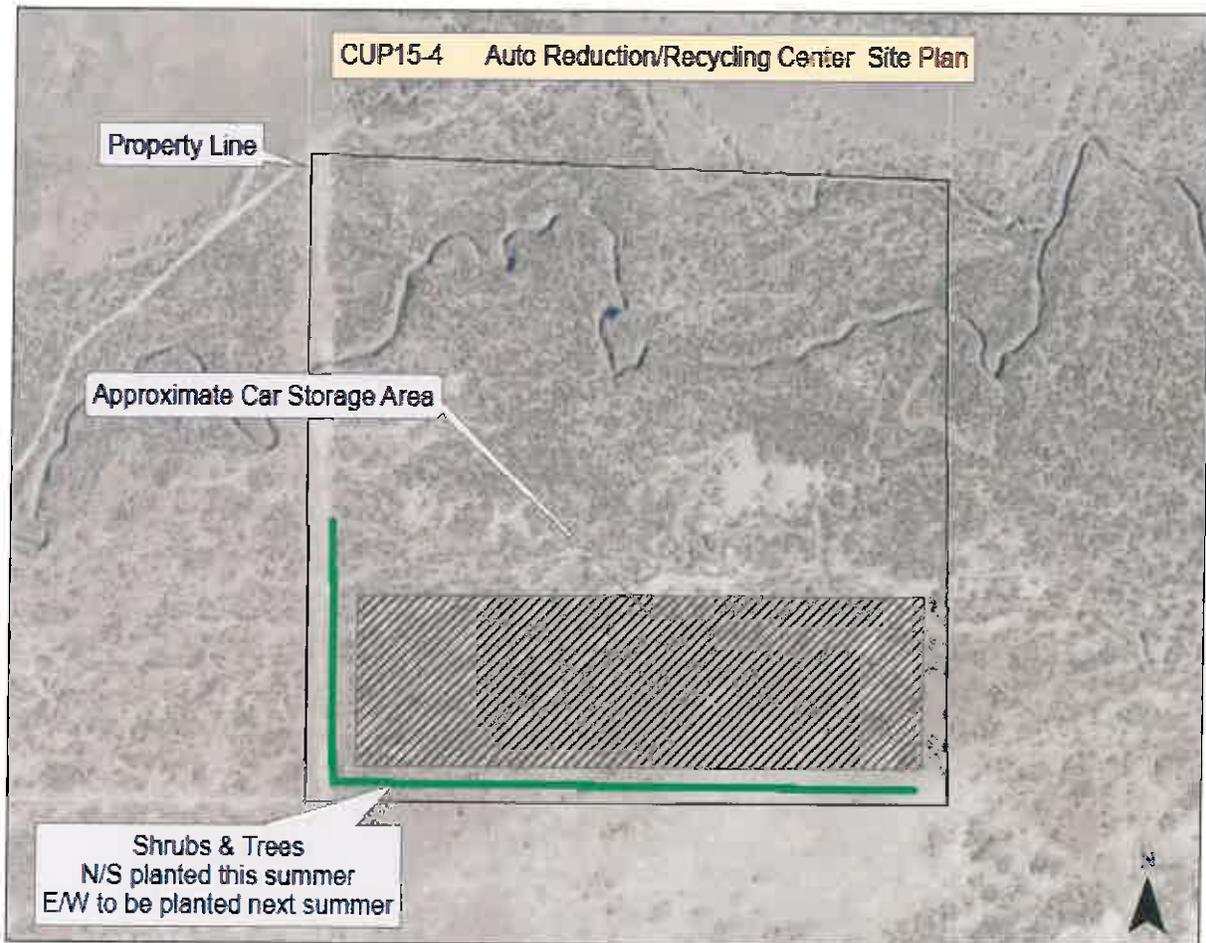
Proposed finding of fact. The proposed storage of vehicles will not contribute to an overburden of county services, because the Applicant does not require county services.

2. **Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?**

Proposed finding of fact. The proposed storage of these vehicles will not cause undue traffic, parking or population density. The applicant periodically brings vehicles to this parcel of land for storage while his auto body and car dealership lot in the City of Casper is full. The applicant does not do maintenance (fluid exchanges etc.) at this location and the applicants parcel is not his business location.

3. **Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?**

Proposed finding of fact. The applicant has purchased this 40 acre parcel and has provided a plan to screen the vehicles from adjacent neighbors and the view from the access road to this property. The applicant has planted sixty (60) trees and shrubs along the western property line; he also plans to plant an additional sixty (60) along the southern property line next summer. The applicant plans to berm the interior side of the rows of trees and shrubs.



4. Will granting the conditional use permit detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or the Zoning Resolution?

Proposed finding of fact: Based on the foregoing, approval of the Conditional Use Permit will not detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or the Zoning Resolution, which allows an Auto Reduction Yard/Recycling Center in only four (4) zoning districts with an approved CUP.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit (CUP) for an Auto Reduction Yard/Recycling Center, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

PUBLIC COMMENT

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

Trish Chavis

From: Bob Fawcett
Sent: Monday, October 26, 2015 9:39 AM
To: Trish Chavis
Subject: RE: Conditional Use Permit

Trish,

The only issue I would have is making sure we have a good access road going into the facility. It will need to be 20 feet wide with a turnaround area at the end and need to be able to support 75,000 pounds.

*BoB Fawcett
Fire Marshal
Natrona County Fire Protection District
307-234-8826*

From: Trish Chavis
Sent: Monday, October 26, 2015 8:46 AM
To: Bob Fawcett <bfawcett@natronacounty-wy.gov>
Subject: Conditional Use Permit

Bob-

I have attached my staff report for a proposed Conditional Use Permit to store vehicles on a property out in Pedro Aspen. The applicant currently has about 20 vehicles and is proposing to clear acreage and berm the area around the cars. Do you have any concerns that we should address?

If you need any more information from me please let me know.

Thank you,

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235-9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

Property line



Heading east on access road to property



Vehicles as seen from west property line looking east.



Vehicles as seen from SW corner



POSTED

NO TRESPASSING

Trees and shrubs planted this summer running along west property line



11-24-2015

Natrona County Development Department
200 N. Center Street
Casper, WY 82601

RE: CUP15-4

Dear Department Members:

I am in receipt of a notice concerning CUP15-4 that is requesting a permit to operate an auto reduction yard/recycling center on a 40 acre parcel known as lot 56 of the Pedro Aspen Record of Survey.

I would like to state my position, as an adjacent land owner, as being vigorously opposed to the CUP for the following reasons:

Existing Industrial Parks/Areas

There are many industrial areas within Natrona County that are designed and dedicated to the accommodation of facilities such as the one being proposed. Why is it necessary to create another blight on the picturesque landscapes of Natrona County?

Most importantly, dedicated industrial areas normally are designed to mitigate some of the hazards of industrial operations such as auto dismantling.

Environmental Hazards and Considerations

Typically, auto recycling facilities create very significant environmental hazards such as:

1. Hazardous fluids such as used motor oils, transmission fluids, antifreeze, gear oils and fuels
2. Refrigerants used in AC systems
3. Mercury, found in convenience switches in many vehicles
4. Battery acid and lead compound associated with used auto batteries
5. Used tires

I would like to point out that Casper Creek and its associated watershed passes through the property that is proposed for the CUP. As recently as this past spring this property was partially submerged by run off created by thunderstorms.

Has the proposer of this facility done any environmental assessments or studies to identify hazards to the environment? If so, has there been any written plans submitted to the county as to how the identified hazards will be mitigated? Have these plans be reviewed by a professional for viability?

Will there be an environmental bond required to assure that the county is not left with a huge liability should the proposed facility not succeed as a viable business? In recent years, Natrona County has spent substantial amounts of funds to assist in cleaning up a similar facility north of Casper.

What about security fencing for the facility? There are families with young children living in the immediate area of the proposed facility.

Roadways

The area of the proposed CUP is not served by publicly owned or maintained roadways and road conditions in the area are challenging. The addition of a commercial, heavy traffic business into the area will only exacerbate this problem, especially in the winter.

Sincerely,

Mark Warner,

12355 Engburg Rd.

Casper, WY 82604

received
11-30-15

November 25, 2015

Natrona County Planning and Zoning Commission

Re: Public Hearing December 8, 2015@5:30pm

From: Stern Family Trust/Melvin J. Beverly L. Stern (trustees)

Subject: CUP15-4 Request by Jeff Olson to operate an Auto Reduction Yard/Recycling Center a 40 acre parcel known as lot 56 of the Pedro Aspen Record of Survey, addressed as 14254 W. US Highway 20-26.

Response: As an Adjacent Property Owner we have concerns and objection to the Permit Request.

- Concerns:
1. Ranching / Agricultural Area
 2. Devaluation of adjoining properties and area
 3. Increased potential for Grass Fire (vast grass lands & high winds)
 4. Use and storage of Hazardous Materials and / Equipment
 5. Appearance
 6. Contamination of water ways

Our land is for purpose of grazing cattle .Crossing our property provides access to site, and it will require adequate fencing and gating.

Thank You,

Sincerely,
Melvin and Beverly Stern

Melvin J. Stern
Beverly L. Stern

To Whom it may concern,

I am a property owner bordering two sides of Mr. Olson's property. His north and his west.

I have watched one vehicle after another be brought in and left in ravines and hidden away in the brush. Mr. Olson has essentially been running this as a vehicle storage yard as he drops off vehicles and picks them up regularly.

Over the last year, more and more vehicles have been left out in the open as I assume he figures nobody is bothered by this. Natrona County has plenty of car lots and eyesores and I question the wisdom of yet another one being permitted in the county.

This is not what I expected to have to deal with when I purchased this land. Nobody wants to live next to an auto recycling center.

It was my opinion from reading the RAM zoning regulations, and following the County Commissioners that the County did not want any new junk yards.

I am completely opposed to the conditional use permit and would urge that it be rejected.

Concerns:

In my opinion, Mr. Olson is already in violation of:

(12.) Five (5) or more inoperative or unlicensed vehicles in RAM, UA, LI, and HI zoning districts, or one (1) or more inoperative or unlicensed vehicles in all other zoning districts, which vehicles are not part of a permitted auto reduction yard or an approved collector car storage conditional use permit. -2000 ZONING RESOLUTION OF NATRONA COUNTY

He clearly has approximately 30 dead vehicles out there.

Why should you give him a conditional use permit when he isn't following the rules now?

Granting the Conditional Use permit will not impair the use of adjacent property or alter the character of the neighborhood. -2000 ZONING RESOLUTION OF NATRONA COUNTY

Having a junk yard will definitely alter the character of the neighborhood.

Piling up cars like Mr. Olson has already been doing is already altering the character of the Neighborhood.

At present there are around 30 vehicles, all hauled in within the last 3 years.

There is no screening and all vehicles not hidden in ditches and low areas can be seen from the road and from my property.

Mr. Olson has also been lining tires around part of the property line.

I do not see how he can possible screen this venture off without an enormous cost, and I don't believe the auto recycling business is profitable enough to accomplish this.

Screening: The method by which the view of one property from another property is substantially shielded. Screening techniques include but are not necessarily limited to solid fences, walls, hedges, berms, significant setback or other County approved features.

(11.) Refuse yards, salvage or auto reduction yards in permitted zoning districts which are not completely enclosed within a building or screened as defined in Chapter VII, Section 3f of this Resolution, so as to screen operations of said yards from any adjacent non-industrial property owned by another or any adjacent public road, street or highway. -2000 ZONING RESOLUTION OF NATRONA COUNTY

1. Road Maintenance

Heavy Vehicles with trailers constantly beating up our privately maintained road. I have personally hauled 80 + Dump Truck Loads of gravel over the last two years. I have never been offered assistance of any kind nor have observed any maintenance from Mr. Olson, even though he is doing his share of road damage. Road maintenance is a major time & financial expense and approving this venture could possible increase the road maintenance pressure dramatically.

2. Eyesore

Does anyone want to have piles of vehicles and vehicle parts next door?

3. Waterway

Casper creek drainage runs right through Mr. Olson's property. He has

vehicles dumped in some of these low spots.

Oil & other vehicle fluids will necessarily run into the Creek drainage.

4. Fire Risk

Constant vehicle work brings an increase in fire risk. After the fires this summer we all know that this is a major issue.

5. Neighbors all agree. Nobody wants these cars out here ruining the view.

Please stop this conditional use permit and junk yard while you still can.

Caleb Kull – 14698 West HWY 20/26

Sources:

<http://www.natronacounty-wy.gov/DocumentCenter/Home/View/521>

2000 ZONING RESOLUTION OF NATRONA COUNTY, WYOMING Adopted December 19, 2000 Last amended date: June 1st, 2004 (Resolution 51-04) Revised October 3, 2006 (Resolution 88-06) Updated November 4, 2008 (Resolutions 65-08, 73-08, 74-08) Updated September 24, 2009 (Resolutions 35-09, 45-09, 34-09, 74-09) Updated December 14, 2009 (Resolutions 61-09, 76-09, 75-09, 77-09)

(12.) Five (5) or more inoperative or unlicensed vehicles in RAM, UA, LI, and HI zoning districts, or one (1) or more inoperative or unlicensed vehicles in all other zoning districts, which vehicles are not part of a permitted auto reduction yard or an approved collector car storage conditional use permit.

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Section 2. Conditional Use Permits

d. When acting upon Conditional Use Permits, the Commission and the Board shall be guided by the provisions of Chapter 1, Sec. 1 (Intent and Purpose), Chapter 1, Sec. 2 (Goals and Policies) and this Chapter. In addition the Commission or Board shall require showings concerning all of the following:

(2) Granting the Conditional Use Permit will not contribute to an overburdening of County services. (3) Granting the Conditional Use will not cause undue traffic, parking, population density or environmental problems. **(4) Granting the Conditional Use permit will not impair the use of adjacent property or alter the character of the neighborhood.**

Page 209, 210

(11.) Refuse yards, salvage or auto reduction yards in permitted zoning districts which are not completely enclosed within a building or screened as defined in Chapter VII, Section 3f of this Resolution, so as to screen operations of said yards from any adjacent non-industrial property owned by another or any adjacent public road, street or highway.

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NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: December 9, 2015

RE: CUP15-5 – Request for the approval of a Conditional Use Permit to allow Commercial Recreation to operate a gymnastics studio in an existing building in the Westgate Park Subdivision, zoned Light Industrial (LI) and more commonly described as 7426 6 WN Rd.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Approve

At its December 8, 2015 meeting the Planning and Zoning Commission acted unanimously to recommend approval of the Conditional Use Permit to allow Commercial Recreation for the property at 7426 6 WN Rd. Planning Commission added the stipulation that the applicant meet the criteria set forth by the Fire Marshal and the Building Official.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

CONDITIONAL USE PERMIT APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming, for a Conditional Use Permit, as provided in Chapter 11, 2000 Natrona Zoning Resolution.

Applicant

Owner

- | | |
|--|---|
| 1. Name: <u>Kelly Gangwish</u> | Name: <u>WYOZIP</u> |
| 2. Address: <u>4710 So Elm</u> | Address: <u>777 Alexander Rd. E. Vernal</u> |
| 3. Phone: <u>235-1478</u> | Phone: <u>(307) 251-9500</u> 82436 |
| 4. Explain why you are requesting this conditional use permit and detail the proposed use:
<u>I would like to change the permit from light industrial to commercial / recreational to use the buildings to teach gymnastics</u> | |
| 5. Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range). <u>West Gate Park 1</u>
<u>7424 GWN</u> | |
| 6. Current zoning of property: <u>light industrial</u> | |
| 7. Type of sewage disposal: Public <input checked="" type="checkbox"/> Septic <input type="checkbox"/> Holding Tank <input type="checkbox"/> Other <input type="checkbox"/> | |
| 8. Source of water: <u>Vista West</u> | |
| 9. This property was purchased from: <u>Baker Hughes</u> | |
| 10. The date this property was purchased: <u>July 1, 2015</u> | |

On separate sheets of paper, please respond to the following questions and provide explanations for your answers:

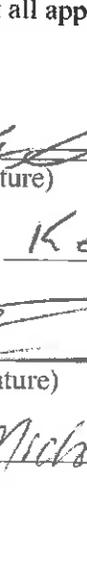
- Will granting the conditional use permit contribute to an overburdening of County Services?
- Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?
- Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?
- Will granting the conditional use permit detrimentally affect the public health, safety and welfare?

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to

give authority to violate or cancel the provisions of any State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant:  Date: 10-15-15
(Signature)

Print Applicant Name: Kelly Gangwish

Owner:  Date: 10-16-15
(Signature)

Print Owner Name: Michael D. Zimmerman

2.6
Ka-Larks will use the building to teach Gymnastics to children. The address is 7426 GWN. The one story metal building is 14,040 square feet.

Will granting the conditional use permit contribute to an overburdening of County Services?

I see no additional impact on County Services. If Ka-Larks Gymnastics is granted a permit, the only thing I can think of is if the road is plowed in the winter time.

Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?

Ka-Larks Gymnastics operates after school. Our businesses hours are 3:45 to 8:30 pm Monday through Friday. We will have traffic during those times where parents are dropping off their children for class, and some will stay to watch lessons. There is enough parking for those parents who stay to watch classes. Most parents drop their children off and pick the m up after class.

Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?

Ka-Larks Gymnastics will be running classes inside the building. We cannot alter or impair the character of the neighborhood or the adjacent properties. We will have traffic of parent's dropping off students and some will stay to watch. Parents will be parking 45 minutes, to two hours depending on the type of class their child is in.

Will granting the conditional use permit detrimentally affect the public health, safety, and welfare?

Ka-Larks Gymnastics will be teaching gymnastics lessons in the facility. In no way can Ka-Larks Gymnastics affect the public health, safety, and welfare.

REQUEST FOR APPROVAL OF
COMMERCIAL RECREATION
IN THE
LIGHT INDUSTRIAL ZONING DISTRICT
CUP15-5

STAFF REPORT: Trish Chavis
November 18, 2015
For

December 8, 2015
Planning and Zoning Commission

And

January 5, 2016
Board of County Commissioner Meeting

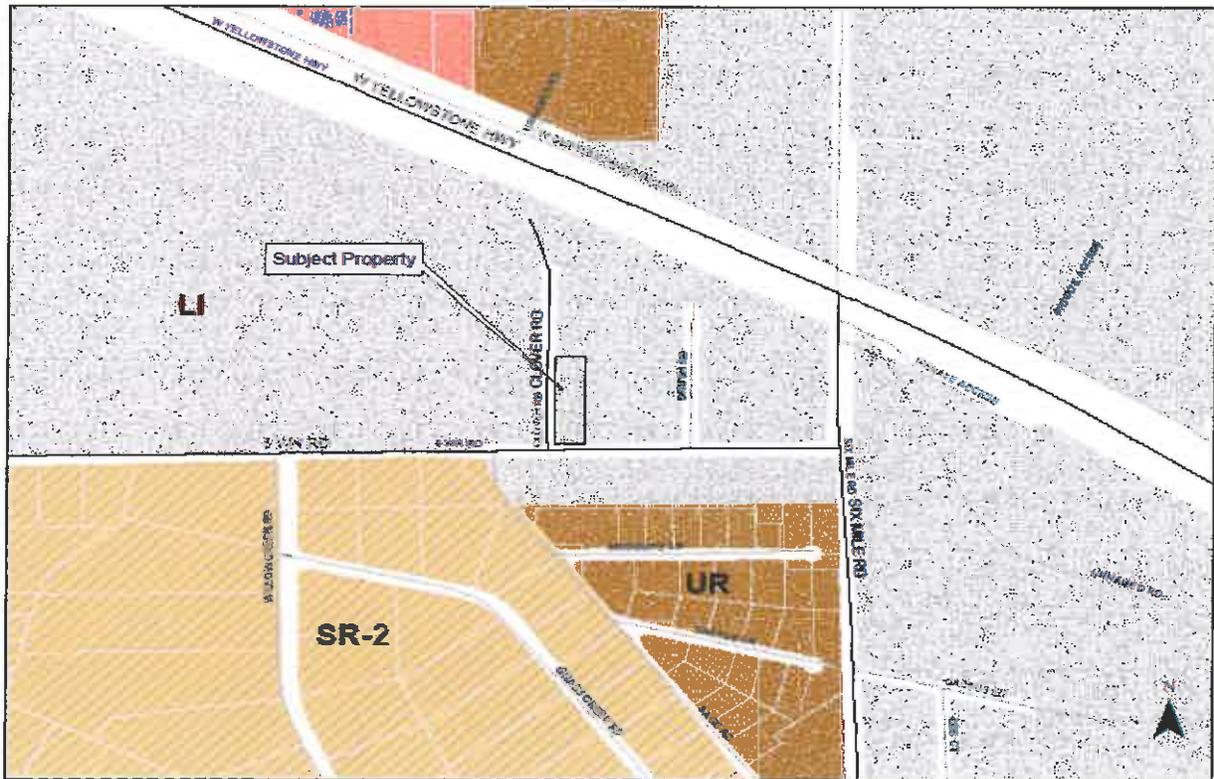
APPLICANT: Kelly Gangwish

REQUEST: A Conditional Use Permit (CUP) to use the existing building to teach gymnastics.

BACKGROUND

The building located at 7426 6 WN Road and is approximately 14,040 square feet. The Fire Marshal for the Natrona County Fire Protection District and the Building Official will be reviewing the preliminary building/construction plans. The biggest concerns from the Fire Marshal are making sure there are enough exits, proper signage and lighting.

Commercial Recreation is defined in the 2000 Zoning Resolution as a bowling alley, cart tract, jump center, golf, miniature golf, pool hall, vehicle racing or amusement, dance hall, skating, fully enclosed indoor firearm range, gyms, swimming pools, game arcades and similar uses.



GENERAL STANDARDS
FOR
CONDITIONAL USE PERMITS

The applicants required to provide a showing that the proposed Conditional Use Permit complies with the four (4) criteria used for evaluating a Conditional Use Permit.

Applicant is requesting approval of Commercial Recreation to operate a gymnastics studio. Currently Ka-Larks Gymnastics operates after school with business hours from 3:45 to 8:30 pm. *The applicants' responses are in italics.*

Criteria for Approval

1. **Will granting the conditional use permit contribute to an overburdening of County Services?**

I see no additional impact on County Services. If Ka-Larks Gymnastics is granted a permit, the only thing I can think of is if the road is plowed in the winter time.

Proposed finding of fact: Granting the CUP will not contribute to additional burden to County services because the project will not require additional County infrastructure or services.

2. **Will granting the conditional use permit cause undue traffic, parking, population density or environmental problems?**

Ka-Larks Gymnastics operates after school. Our business hours are 3:45 to 8:30 p.m., Monday through Friday. We will have traffic during those times where parents are dropping off their children for class, and some will stay to watch lessons. There is enough parking for those parents who stay to watch classes. Most parents drop their children off and pick them up after class.

Proposed finding of fact: The proposed recreational activity will not add population or roads, with the operating hours listed above, the business will be occupied roughly 5 hours a day. Current activity in this area consists of residential and industrial traffic.

3. **Will granting the conditional use permit impair the use of adjacent property or alter the character of the neighborhood?**

Ka-Larks Gymnastics will be running classes inside the building. We cannot alter or impair the character of the neighborhood or adjacent properties. We will have traffic of parent's dropping off students and some will stay and watch. Parents will be parking 45 minutes to two hours depending on the type of class their child is in.

Proposed finding of fact: Granting the CUP will not impair use of adjacent property or alter the neighborhood character because the activity will be carried on inside the building and will not be visible or noticeable from outside the structure.

4. **Will granting the conditional use permit detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or the Zoning Resolution?**

Ka-Larks Gymnastics will be teaching gymnastics lessons in the facility. In no way can Ka-Larks Gymnastics affect the public health, safety, and welfare.

Proposed finding of fact: Granting the CUP will not be a detriment to the public health, safety and welfare because the parking lot is adjacent to the building and the children will not need to cross heavily used roads/streets. The applicant will be working with the Fire Marshall and Building Official to address occupancy, fire sprinklers and exits.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Conditional Use Permit to allow Commercial Recreation, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

PUBLIC COMMENT

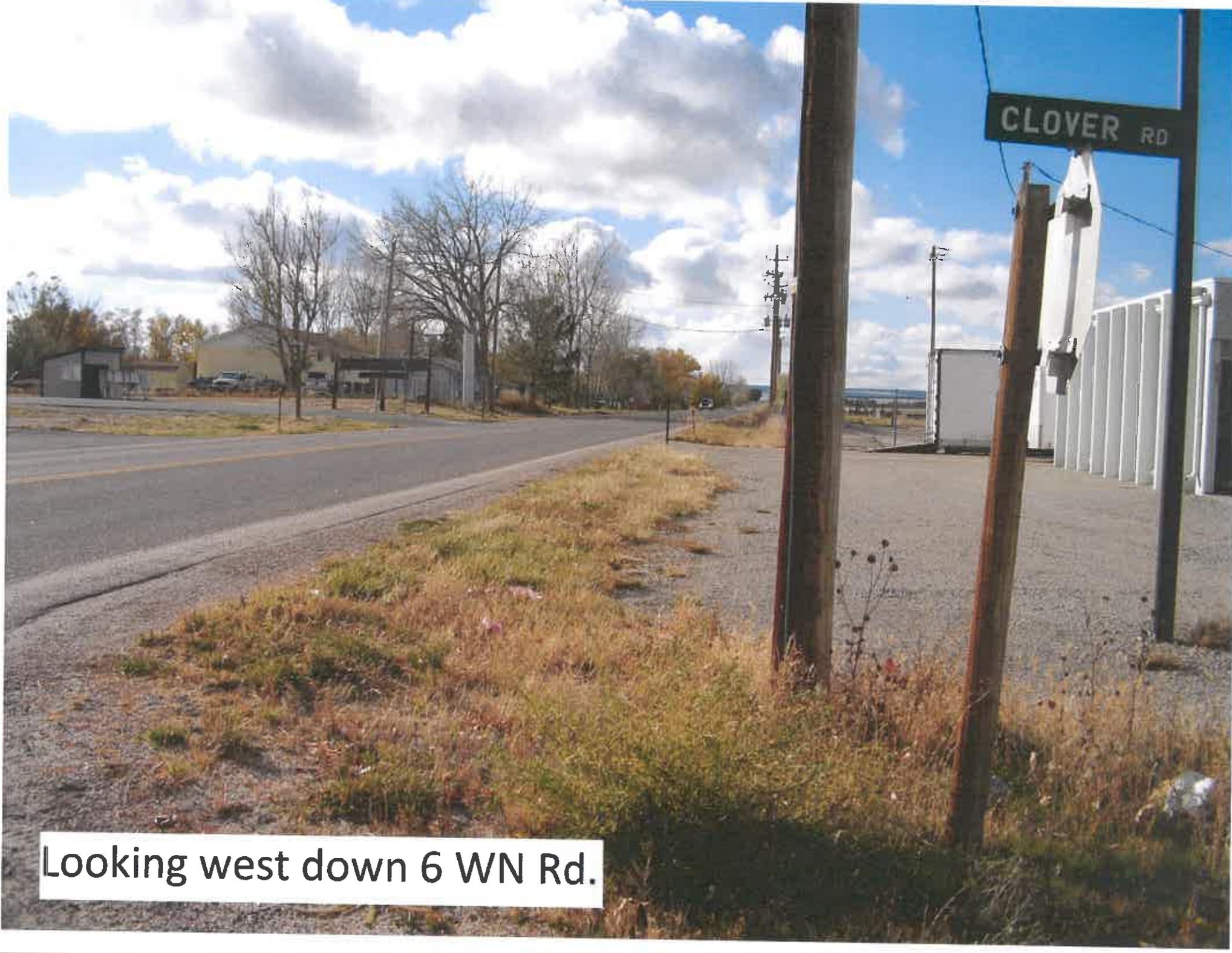
As of the date of this staff report no comments have been received.



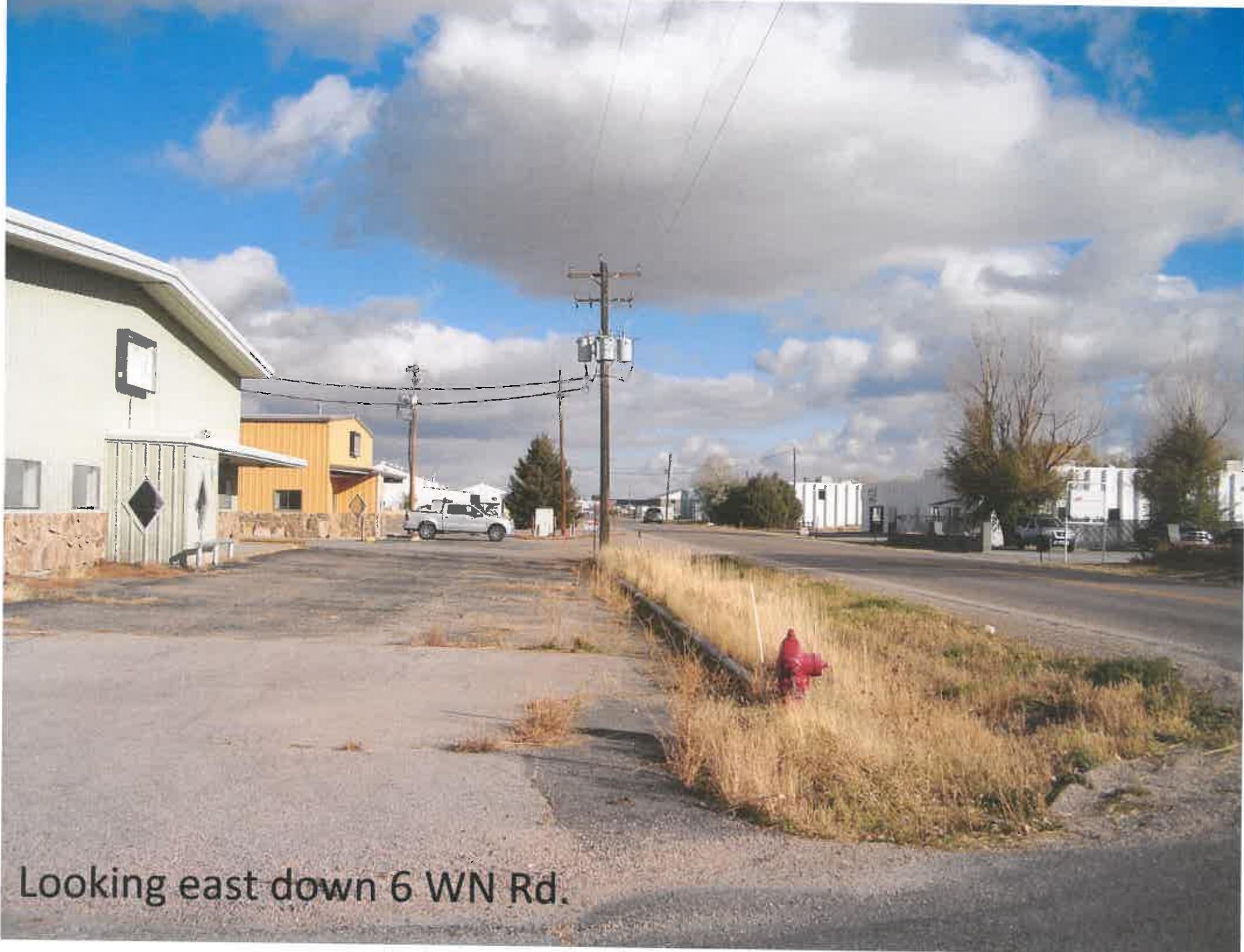
Northeast



Southeast on Clover



Looking west down 6 WN Rd.



Looking east down 6 WN Rd.

Trish Chavis

From: Peggy Johnson
Sent: Wednesday, December 02, 2015 9:38 AM
To: Trish Chavis
Subject: CUP15-5

Mr. Russell Hohneke of 7465 6WN road called this morning and stated the only thing he is concerned with on this CUP is the parking. He does not want people to be parking in his parking lot as he does not want to be held liable for any accidents or falls. He stated that he has had problems in the past.

Peggy Johnson

Peggy Johnson
Administrative Secretary
Natrona County Development
307-235-9435

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