



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, February 2, 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. PLEDGE OF ALLEGIANCE

IV. 2015 SERVICE AWARDS

V. APPROVAL OF CONSENT AGENDA

VI. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Management Agreement between the US of America & NC for the Management, Development, Operation & Maintenance of Recreation & Related Improvements & Facilities (Management Agreement No. 15-LM-60-2364) – BOR Alcova, Gray Reef, & Pathfinder Reservoirs, WY

VII. PUBLIC HEARINGS

A. CUP15-7 – Request for approval of a Conditional Use Permit to allow Light Agriculture at the applicants' property located at 4068 Monument.

B. PS15-22 - Request for approval of the final plat for Horse Ranch Acres Major Subdivision, consisting of 9 lots and 117 acres.

VIII. PUBLIC COMMENTS

IX. COMMISSIONER COMMENTS

X. ADJOURNMENT

****SERVICE AWARDS****
(Through December 31, 2015)

SCHEDULED PRESENTATION:
February 2, 2016

5 YEAR SERVICE

<u>5 YEAR SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Stephen Brown	Maintenance	9-7-2010
Rebecca Barten	Child Support	3-15-2010
Megan Smith	Child Support	10-18-2010
Wayne Laing	Development	11-1-2010
Aaron Brown	Sheriff	3-29-2010
Terisa Harmon	Sheriff	11-1-2010
Ron Jordan	Sheriff	9-1-2010
Gerhard Sandfort	Sheriff	1-1-2010
Eric Fernelius	Drug Court	3-8-2010
Lee Tschetter	Library	7-26-2010
Linda Helzer	Library	8-2-2010
Alana Kutner	Library	9-1-2010
Theresa Bush	Community Action	12-15-2010

10 YEAR SERVICE

<u>10 YEAR SERVICE</u>	<u>DEPT</u>	<u>HIRE DATE</u>
Tracy Huseby	Clerk	5-2-2005
Jesus Hermosillo	Sheriff	3-21-2005
Brad Legler	Sheriff	1-5-2005
David Mowry	Sheriff	1-1-2005
Johnny Taylor II	Sheriff	9-16-2005
Lorrie Wnuk	Sheriff	9-26-2005
John Bruce	Sheriff	6-7-2005
Ashley Buchanan	Sheriff	6-13-2005
Sherri Johnson-Wilkens	Sheriff	8-15-2005
George Mills	Sheriff	9-1-2005
Angie Rezanina	Sheriff	1-27-2005
Aleisha Schirlinger	Sheriff	6-17-2005
Kenan Smith	Sheriff	4-19-2005
Scott Turnbull	Sheriff	3-7-2005
Thelma Zach	Sheriff	5-1-2005

Duane Brand	Airport	6-1-2005
Jennifer Beckstead	Library	8-8-2005
Lynn Hanson	Library	8-15-2005
Lori DeFrank	Treasurer	7-1-2005

15 YEAR SERVICE

	<u>DEPT</u>	<u>HIRE DATE</u>
Maureen Nelson	Clerk	12-4-2000
Stephen Michael	District Court	7-25-2000
Jason Clark	R&B	5-15-2000
Melissa Patterson	Sheriff	4-24-2000
Troy Campbell	Sheriff	1-1-2000
Gordon Clapp	Sheriff	11-15-2000
Valarie Prather	Treasurer	9-21-2000
Julie Jackson	Assessor	8-1-2000
Sharon Bothel	Library	11-20-2000
David Cronin	Fair	2-16-2000
Anne Oldham	Community Action	12-01-2000

20 YEAR SERVICE

	<u>DEPT</u>	<u>HIRE DATE</u>
Debbie Anderson	Airport	12-11-1995
Kevin Norcross	Sheriff	1-30-1995

25 YEAR SERVICE

	<u>DEPT</u>	<u>HIRE DATE</u>
Mark Sellers	Sheriff	9-13-1990
Danny Obert	Sheriff	11-1-1990
Robert Gaines	Library	4-21-1990

30 YEAR SERVICE

	<u>DEPT</u>	<u>HIRE DATE</u>
Wayne Reynolds	Coroner	2-11-1985
Steven Forgey	R&B	6-17-1985
Shirley Forgey	Treasurer	2-20-1985
Mike Hendershot	Airport	10-1-1985

35 YEAR SERVICE

<u>DEPT</u>	<u>HIRE DATE</u>
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40 YEAR SERVICE

<u>DEPT</u>	<u>HIRE DATE</u>
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**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

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

I. APPROVAL OF JANUARY 19, 2016 MEETING MINUTES

II. APPROVAL OF BILLS – \$667,667.68

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Wyoming Surplus Property “Resolution”

IV. STATEMENT OF EARNINGS

Clerk of Court	\$8,059.56
Roads & Bridges, Parks	\$37,133.94
Planning	\$15,464.93
Lake	\$250.00
Mountain	\$2,245.30
TOTALING	\$63,153.73

V. LICENSE

A. Sherry Stuart - CR 502 – Approach - lic. # 29-16-01

VI. BOARD APPOINTMENT

A. Bryce Row – Reappointment to the ARAJPB (term ending December 31, 2018); Scott Sissman – Appointment to the ARAJPB (term ending December 31, 2018); Reed Merschat – Appointment to the ARAJPB (term ending December 31, 2018); Amanda Sewell– Appointment to the HOJ/DC JPB (term ending December 31, 2018)

VII. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING \$7,772.34: 2015 HURLEY, KENNETH R - \$218.67; 2014 WYO CTL LLC - \$872.49; 2015 WYO CTL LLC- \$872.49; 2014 WYO CTL LLC- \$218.67; 2015 WYO CTL LLC- \$218.67; 2014 WYO CTL LLC - \$436.25; 2015 WYO CTL LLC- \$436.25; 2014 WYO CTL LLC - \$736.19; 2015 WYO CTL LLC - \$736.19; 2014 WYO CTL LLC - \$654.41; 2015 WYO CTL LLC - \$654.41; 2015 ROOSTER RANCH LLC - \$750.00; 2015 GUTIERREZ, JASON - \$750.00; 2015 WARD, ROBERT F - \$218.67

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
January 19, 2016

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioner Rob Hendry, 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 Lawson moved for approval of the Consent Agenda. Commissioner Keating seconded the motion. Motion carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Tracy Lamont (Casper)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no 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 5:49 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

ACE HARDWARE	5.98	FRONTLINE FIRE PROTECTION LLC	45.00
AIRGAS USA LLC	102.32	GALLS LLC	304.58
ALSCO	79.57	GEOTEC INDUSTRIAL SUPPLY	1,550.00
AMERICAN INSTITUTE TOXICOLOGY	3,185.00	GRAINGER	100.87
AMERIGAS PROPANE LP	2,358.65	GREENUP, JENNIFER LYNN	1,437.50
ATLAS OFFICE PRODUCTS	639.10	GREINER MOTOR CO-CASPER	9.95
AUDIES SMALL ENGINE	90.05	HALL, SHERRY DIANNE	132.50
B & B RUBBER STAMP SHOP LLC	182.45	HARDEN, CHAD E	5,024.48
BIG O TIRES	1,457.22	HDR ENGINEERING, INC.	6,300.43
BLAKEMAN PROPANE	739.25	HENSLEY BATTERY LLC	84.01
BLOEDORN LUMBER - CASPER	49.89	HIGH PLAINS POWER INC	1,017.35
BOBCAT OF CASPER	94.08	HOMAX OIL SALES INC	1,699.63
BRAKE SUPPLY CO INC	3,706.68	HORIZON LABORATORY LLC	564.50
BROWN, JACQUELINE K	5,007.50	HOWARD SUPPLY CO LLC	472.07
CAPITAL BUSINESS SYSTEMS INC	19.51	HP INC	7,796.20
CASE, KARLA	23.28	IMS INFRASTRUCTURE MNGMT SERV	4,899.60
CASPER MEDICAL IMAGING PC	526.00	INBERG-MILLER ENGINEERS	1,990.00
CASPER MOUNTAIN FIRE DISTRICT	9,066.00	INLAND TRUCK PARTS CO	99.46
CASPER- NATRONA CNTY HEALTH	107,634.09	INSIGHT PUBLIC SECTOR INC	3,474.00
CASPER ORTHOPAEDIC ASSOCIATES	171.00	INSTACARE CENTER OF CASPER INC	170.00
CASPER TIRE LLC	936.00	INTERMOUNTAIN MOTOR SALES INC	167.32
CENTRAL TRUCK AND DIESEL	532.98	ISC INC	4,000.00
CENTRAL WYO FAIR AND RODEO	6,675.31	JACK'S TRUCK & EQUIPMENT	1,657.76
CENTRAL WYOMING OUTPATIENT	5,831.00	JASMANN, BOBBETTE S	4,127.50
CENTRAL WYOMING UROLOGICAL	317.10	JIVIDEN, KEN	150.00
CENTURYLINK BUSINESS SERVICES	281.43	JOHNSON CONTROLS, INC.	128.40
CHAMBERS, JOHN D	5,000.00	KADRMAS LEE & JACKSON INC	3,500.00
CHANEY, JONI	2,031.25	KIGHT, CASSANDRA	100.00
CHARTER COMMUNICATIONS	129.35	KIMBALL MIDWEST	574.97
CITY OF CASPER	4,102.46	LARSEN VISION CLINIC	115.00
CIVIL ENGINEERING	1,870.05	LARSEN, DWAYNE	71.92
CLERK OF DISTRICT COURT	2,383.19	LASER TECH	176.00
CMS COMMUNICATIONS INC	332.00	LEADS ONLINE	2,462.00
COASTAL CHEMICAL CO LLC	6,177.14	MCMURRY READY MIX	318.92
COCA-COLA BOTTLING COMPANY	115.05	MERBACK AWARD COMPANY	124.85
COMMUNICATION TECHNOLOGIES	1,322.75	MERCER FAMILY RESOURCE CENTR	9,106.53
COMMUNITY ALTERNATIVES OF	1,840.00	MFCP INC	6.25
COTTON, SCOTT	85.00	MIDDAUGH, LAWRENCE	6,768.75
COTTON, TIMOTHY C PC	6,583.34	MIDWEST HOSE & SPECIALTY INC	97.94
COWBOY CHEMICAL	2,545.90	MIDWEST MEDICAL SUPPLY	556.35
CRUM ELECTRIC SUPPLY CO	166.20	MONSON JANITORIAL SERVICES INC	13,900.00
DATALINE ASSOCIATES	643.92	MOTOROLA SOLUTIONS INC	25,284.29
DEWITT WATER SYSTEMS & SERVICE	347.50	NAPA AUTO PARTS	2,227.04
DOOLEY OIL CO INC	22,975.73	NATRONA COUNTY TREASURER	4,099.94
DRUG TESTING SVCS NATRONA CTY	66.00	NEWMAN TRAFFIC SIGNS	922.42
ECONOMIC DEVELOPMENT	30,352.32	NORCO, INC, SLC, UT	1,099.17
ELECTION SYSTEMS &	1,350.00	OUTPATIENT RADIOLOGY, LLC	72.00
EMERGENCY MEDICAL PHYSICIANS	360.00	PARK STREET LAW OFFICE	315.00
EMISSARY PROFESSIONAL GROUP	17,942.58	POWDER RIVER SHREDDERS LLC	175.00
ERICKSON, JAMIE L	750.00	PRESENTA PLAQUE	123.18
ESSENCE OF LIFE RLLP	1,000.00	PROCESS SERVICE OF WYO INC	1,665.00
EXPRESS PRINTING	438.00	PROFESSIONAL CLEANING SYSTEMS	2,666.00
FASTENAL COMPANY	110.77	PUBLIC AGENCY TRAINING COUNCIL	495.00
FERGUSON ENTERPRISES INC #3201	57.27	QUALITY OFFICE SOLUTIONS INC	974.97
FIRST INTERSTATE BANK	566.77	REDWOOD TOXICOLOGY LAB	443.97
FREMONT MOTOR CASPER INC	214.50	REIMAN CORPORATION	164,047.77

RICOH USA INC	412.78	WALMART COMMUNITY/RFCSELLC	433.86
ROCKY MOUNTAIN POWER	3,717.24	WARRIOR KIT	320.00
RODOLPH BROTHERS INC	2,392.10	WASTE CONNECTIONS INC.	223.31
SAFARILAND, LLC	237.50	WAYNE COLEMAN CONSTRUCTION	6,750.00
SALT CREEK COMMUNITY	137.48	WELLS FARGO BANK NA	100.00
SERVPRO OF CASPER	95.00	WESTERN RADIATOR	1,572.00
SHAMROCK FOODS COMPANY	34,602.95	WESTERN SIGN & DESIGN	340.00
SHEET METAL SPECIALTIES	2,000.00	WHITE'S MOUNTAIN MOTORS	341.54
SHIRK'S ENTERPRISES	1,043.00	WILLOUGHBY, PHILLIP T.	9,830.00
SIRCHIE FINGER PRINT	93.60	WLC ENGINEERING	7,098.26
SIX ROBBLEES' INC	57.26	WOOD, CINDY ATTNY AT LAW	5,161.70
SOURCEGAS LLC	11,535.91	WWQ & PCA	30.00
STOTZ EQUIPMENT	7.42	WYDOT-FINANCIAL SVCS	3,123.50
SUTHERLANDS	17.96	WYOMING ASSN OF RURAL WATER	425.00
TERMINIX OF WYOMING	325.00	WYOMING COUNTY COMMISSIONERS	10.00
THOMSON REUTERS - WEST	1,419.15	WYOMING MEDICAL CENTER INC	355.20
TRACTOR SUPPLY CREDIT PLAN	131.45	WYOMING ORAL &	3,140.00
TUBOSCOPE	350.00	WYOMING STEEL RECYCLING IRON &	84.59
TUMA, GEN	280.00	WYOMING WOUND CARE CENTER	106.00
UNITED STATES POSTAL SERVICE	490.00	YOUTH CRISIS CENTER INC	2,459.02
UNIVERSITY OF WY/COLL OF AG	14,719.08		
VERIZON WIRELESS-LERT B	200.00		667,667.68
WALDRON, ANGIE	35.00		

STATE OF WYOMING
WYOMING SURPLUS PROPERTY

revised January, 2016

2045 Westland Road
Cheyenne, WY 82002-0060
Telephone - 307-777-7901 Email - gayleen.wyant@wyo.gov

"RESOLUTION"

"BE IT RESOLVED BY THE GOVERNING BOARD, OR by the Chief Administrative Officer of those agencies which do not have a governing board, and hereby authorized as our representative(s) to acquire surplus property from WYOMING SURPLUS PROPERTY. *Please fill this form out completely* and send by US Mail with original signatures back to be put on file.

(Please Print or Type)

NAME	TITLE	SIGNATURE	Office/Cell Phone
GUS O. HLBROOK	SHERIFF		307-235-9282/307-262-8703
MARK C. SELLERS	UNDERSHERIFF		307-235-9282/307-258-7160
MICHAEL STEINBERG	LIEUTENANT		307-235-9282/307-333-3276
JOHN HARLIN	SERGEANT		307-235-9282/307-262-1898

Passed and adopted this _____ day of _____, 201____, by the governing board of _____ with the following vote: a Yes _____ No _____ Absent _____,
(Organization Name)

I Do Hereby Certify that the foregoing is a full, true, and correct copy of a resolution adopted by the board at a _____ meeting thereof held at its regular place of meeting at the date by the vote above stated, which resolution is on file in the office of the board.

Signed: _____ (Clerk of Governing Board)

(OR)

Authorized this _____ day of _____, 201____,

Title _____, Signed: _____
(Agency Chief Administrative Officer)

Name of Organization or Agency: NATRONA COUNTY SHERIFF'S OFFICE
Physical Address: 201 NORTH DAVID, SECOND FLOOR, CASPER WY Zip Code 82601
Mailing Address: 201 NORTH DAVID, SECOND FLOOR, CASPER WY Zip Code 82601
Telephone: (307) 235-9282 Fax: (307) 235-9316

LICENSE

Date _____ Road Cty Rd. 502

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

(hereinafter called the "Licensee"), to construct, maintain, use and operate an Approach (hereinafter called the "Facility"), located in Section 24 Township 33-80 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement Feb 15, 2016
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion March 15, 2016
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

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

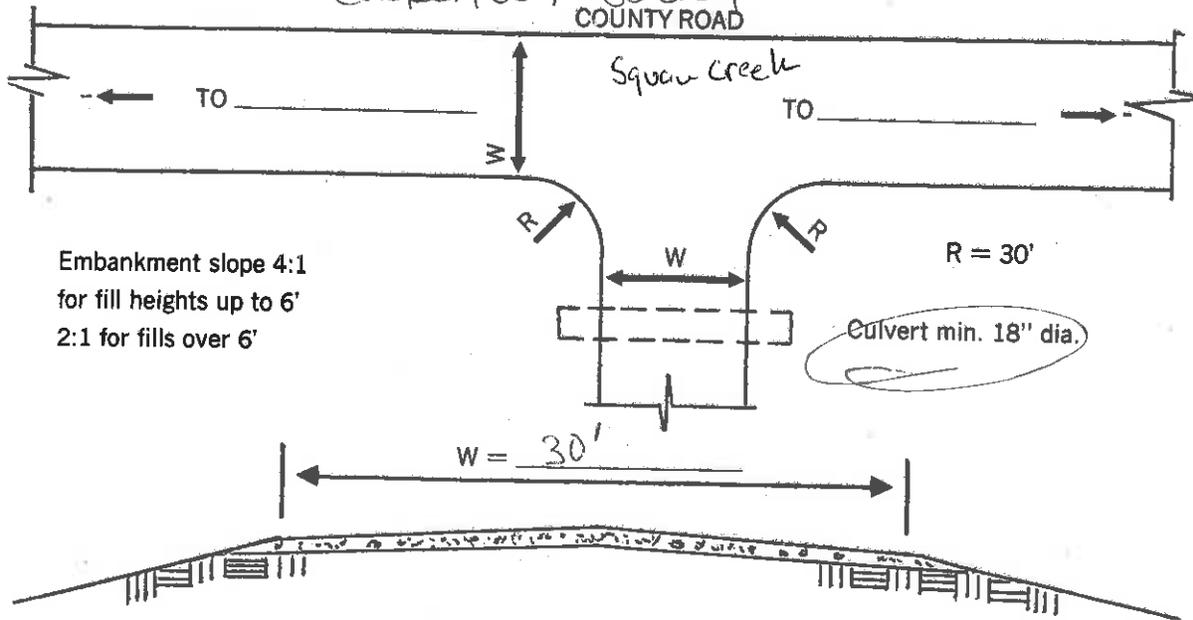
COUNTY OF NATRONA
By Michael P. [Signature]
Road & Bridge Superintendent
Rv _____

29-16-01

COUNTY OF NATRONA APPLICATION FOR AN APPROACH

Applicant: Sherry Stuart

Address: 3061 Cotton Creek Pl. Phone 307-259-3273
Casper, WY 82404



Furnish the Following Information:

- 1) Location: Section 24, Township 33-80 North, Range _____ West. Swingle Ranch Lot 44
- 2) County Road Designation City Rd. 502
- 3) Surface of County Road "Paved" Note
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type sand clay
- 5) Sight Distance on County Road approx 30-40' North of Southern Border
- 6) Reason for Approach to a shop

7) Requirements:

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

Approved:

[Handwritten signature]

[Handwritten initials]

January 28, 2016

Bryce Row
2402 Waterford
Casper, WY 82604

Dear Mr. Row:

Congratulations from the Natrona County Commissioners, City Council and staff on your reappointment to the Amoco Reuse Agreement Joint Powers Board. Your term will expire December 31, 2018. Renee Hahn will contact you regarding meetings, information, etc.

Again congratulations! It is the interest and attitude of citizens such as you that, in large measure, have made Casper a wonderful City in which to live.

Sincerely,


Forrest Chadwick, Chairman
Board of Natrona County Commissioners

Daniel Sandoval, Mayor
City of Casper, Wyoming

January 28, 2016

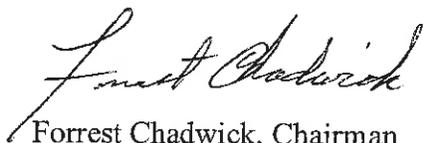
Scott Sissman
918 S. Oakcrest Ave.
Casper, WY 82601

Dear Mr. Sissman:

Congratulations from the Natrona County Commissioners, City Council and staff on your reappointment to the Amoco Reuse Agreement Joint Powers Board. Your term will expire December 31, 2018. Renee Hahn will contact you regarding meetings, information, etc.

Again congratulations! It is the interest and attitude of citizens such as you that, in large measure, have made Casper a wonderful City in which to live.

Sincerely,



Forrest Chadwick, Chairman
Board of Natrona County Commissioners

Daniel Sandoval, Mayor
City of Casper, Wyoming

January 28, 2016

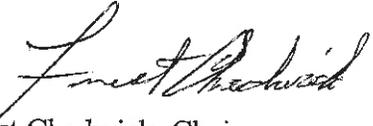
Reed Merschat
2940 Nob Hill Dr.
Casper, WY 82601

Dear Mr. Merschat:

Congratulations from the Natrona County Commissioners, City Council and staff on your reappointment to the Amoco Reuse Agreement Joint Powers Board. Your term will expire December 31, 2018. Renee Hahn will contact you regarding meetings, information, etc.

Again congratulations! It is the interest and attitude of citizens such as you that, in large measure, have made Casper a wonderful City in which to live.

Sincerely,


Forrest Chadwick, Chairman
Board of Natrona County Commissioners

Daniel Sandoval, Mayor
City of Casper, Wyoming

January 28, 2016

Amanda Sewell
780 West 54th Street
Casper, WY 82601

Dear Ms. Sewell:

Congratulations from the Natrona County Commissioners, City Council and staff on your reappointment to the Hall of Justice/Detention Center Joint Powers Board. Your term will expire December 31, 2018. Michelle Maines will contact you regarding meetings, information, etc.

Again congratulations! It is the interest and attitude of citizens such as you that, in large measure, have made Casper a wonderful City in which to live.

Sincerely,



Forrest Chadwick, Chairman
Board of Natrona County Commissioners

Daniel Sandoval, Mayor
City of Casper, Wyoming

**United States
Department of the Interior
Bureau of Reclamation**

MANAGEMENT AGREEMENT

between

THE UNITED STATES OF AMERICA and NATRONA COUNTY

for the

**MANAGEMENT, DEVELOPMENT, OPERATION AND MAINTENANCE OF
RECREATION AND RELATED IMPROVEMENTS AND FACILITIES**

at

ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS, WYOMING

Management Agreement No. 15-LM-60-2364

Date: _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS,
WYOMING**

Exhibit A (Sheets 1 through 3) Alcovra, Gray Reef, and Pathfinder Reservoir
Area Maps

Exhibit B Environmental Requirements

Exhibit C Equal Opportunity Requirements

Exhibit D Title IV, Civil Rights Act of 1964

Exhibit E Non-Expendable Government Property Requirements

Additional/Optional Exhibits

MANAGEMENT AGREEMENT between THE UNITED STATES OF AMERICA and
NATRONA COUNTY for the Management, Development, Operation and Maintenance of
Recreation and Related Improvements and Facilities at Alcova, Gray Reef, and Pathfinder
Reservoirs, Wyoming

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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ALCOVA, GRAY REEF, AND PATHFINDER RESERVOIRS,
WYOMING**

MANAGEMENT AGREEMENT between THE UNITED STATES OF AMERICA and NATRONA COUNTY for the Management, Development, Operation and Maintenance of Recreation and Related Improvements and Facilities at Alcova, Gray Reef, and Pathfinder Reservoirs, Wyoming

THIS AGREEMENT, made on this ___ day of _____, ____ (year), becomes effective on the 19 day of May, 2016, and is made in accordance with the Act of Congress of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, collectively known and referred to as the Federal Reclamation Laws; and the Federal Water Project Public Recreation Act of July 9, 1965, Public Law 89-72, Sec. 1 and 7(b), (79 Stat. 213) as amended; by and between the UNITED STATES OF AMERICA, acting through the Department of the Interior, Bureau of Reclamation, hereinafter termed "RECLAMATION", represented by the officer executing this instrument on its behalf, successor officers or duly authorized representatives; and, NATRONA COUNTY, acting by and through the Natrona County Parks Department, hereinafter termed "NATRONA COUNTY" in this Agreement.

WITNESS, THAT:

WHEREAS, RECLAMATION acquired lands in Wyoming associated with construction and operation of Alcova, Gray Reef, and Pathfinder Reservoirs for Project irrigation facilities; and,

WHEREAS, the real property shown in Exhibit A, attached hereto and incorporated herein, is owned, administered, and maintained by RECLAMATION for Project purposes, and is identified as the Alcova, Gray Reef, and Pathfinder Reservoir Areas; and,

WHEREAS, the Federal Water Project Recreation Act authorizes RECLAMATION to enter into agreements with non-Federal public bodies for the purpose of administering and managing Federal lands and facilities for recreation and other purposes; and,

WHEREAS, NATRONA COUNTY desires to enter into an agreement with RECLAMATION to manage, operate and maintain certain lands and recreation facilities at Alcova, Gray Reef and Pathfinder Reservoirs, Wyoming for public recreation and resource uses; and,

WHEREAS, RECLAMATION desires to authorize NATRONA COUNTY to undertake such management pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual commitment hereinafter set forth, RECLAMATION and NATRONA COUNTY agree as follows:

1. **DEFINITIONS.**

Where used in this document:

- (a) **Administration, Operation, Maintenance, and Development:** acts or processes used to direct management of the transferred area; manage and enhance resources and facilities, law enforcement, and recreation opportunities; and keep facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed to by the parties hereto through subsequent agreements, plans or use authorizations.
- (b) **Appropriation or Allotment of Funds:** any appropriated funds provided to the partner from the Federal government without regard to the authorization for such funds or the manner in which they were transferred.
- (c) **Exclusive Use:** any use which excludes other appropriate public uses or users for extended periods of time.
- (d) **Federal Fiscal Year:** the annual period, from October 1 of one calendar year to September 30 of the next calendar year, on which the United States government bases its budget.
- (e) **Federal Lands and Water:** those lands and water areas owned by the United States and managed by the Department of the Interior, Bureau of Reclamation.
- (f) **Fixed Assets:** any structure, fixture, or capital improvement fixed to the Federal Estate.
- (g) **Good Repair:** maintaining functional use and longevity of facilities and equipment through use of appropriate actions including, but not limited to, controlled maintenance, standard operating procedures, maintenance manuals; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean and well-kept condition.
- (h) **Hazardous Waste:** liquid or solid waste identified as having at least one characteristic of ignitability, corrosivity, reactivity or toxicity (40 CFR 261.2) or listed as a hazardous waste in 40 CFR 261.30.
- (i) **Operations Area** – area directly surrounding the powerplant, switchyard, dam, outlet works and distribution works, as shown on Exhibit A, wherein the United States retains direct management responsibility.
- (j) **Private Exclusive Recreational or Residential Use:** Any use that involves structures or other improvements used for recreational or residential purposes to the exclusion of public uses and is not associated with the official management of a RECLAMATION Project. Examples of private exclusive recreational and residential use include, but are not limited to, boat docks, piers, moorings, cabin sites, residences, trailers, manufactured or mobile homes, structures, roads, and sites for such activities as hunting, fishing, camping and picnicking that attempt to exclude general public access.
- (k) **Project Facilities:** those water diversion, collection, storage, and carriage facilities, and appurtenant ancillary facilities built under the authorizing reservoir acts to fulfill the primary purposes of those acts.
- (l) **RECLAMATION:** the United States Department of the Interior, Bureau of Reclamation or its duly authorized representative(s).

- (m) Recreation Facilities: those facilities constructed or installed at the Reservoir Area for recreation use by the public or for support of such recreational use to serve a specific function affording convenience, service and access. Said facilities may include, but are not limited to, buildings and structures such as park headquarters, visitor centers, maintenance shops, campgrounds, picnic areas, day-use shelters, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (n) Reservoir Area: surface of reservoir and lands surrounding the reservoir, as shown on Exhibit A, which is Bureau of Reclamation surface that, with the exception of the Operations Area, has been transferred to NATRONA COUNTY, pursuant to this agreement, for recreation, and/or fish and wildlife habitat, development, management and enhancement.
- (o) Revenues: all receipts derived from entry and other use fees which NATRONA COUNTY is permitted to collect pursuant to their authority under this Agreement; including, but not limited to fees, charges, tolls, and rents, charged by NATRONA COUNTY for public recreation use and concessionaire agreements issued or administered by NATRONA COUNTY.
- (p) Use Authorizations: concession contracts or various land use or resource management documents or instruments including, but not limited to, short term contracts, consent documents, permits and other rights of use issued or granted by NATRONA COUNTY on, over, across or under the Federal Lands and Water, in accordance with Article 19 of this Agreement.

2. MANAGEMENT OF THE RESERVOIR.

- (a) NATRONA COUNTY agrees to accept management of the Reservoir Area (see Exhibit A), subject to the provisions of this Agreement, and hereby accepts all recreation and related responsibilities on Federal Lands and Water within the Reservoir Area, as shown in Exhibit A.
- (b) This transfer of management of the Reservoir Area is pursuant to any existing Use Authorizations between RECLAMATION and NATRONA COUNTY or any Use Authorizations subsequently granted in accordance with Article 19(i) of this Agreement, in favor of the public or third parties.
- (c) Pursuant to 443 CFR 429.31-429.33, and 43 CFR part 21, private exclusive uses which are recognized to exist at Alcova Reservoir and which were in existence prior to January 1, 2008, are limited to the following locations (See Exhibits F-I):
 - 1. Casper Boat Club (Exhibit F)
 - 2. Casper Water Ski Club (Exhibit G)
 - 3. Alcova Cabin Sites - Lots 1-100 (Exhibit H);
(each cabin site may have up to one non-exclusive-use boat dock with prior approval)
 - 4. Alcova Lake Trailer Park (Exhibit I)

3. TERM OF MANAGEMENT AGREEMENT.

The term of this Agreement will be twenty-five (25) years from May 19, 2016, and shall continue through May 19, 2041, unless terminated sooner.

4. ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT.

NATRONA COUNTY will be responsible for the management of the Reservoir Area in accordance with the following:

- (a) NATRONA COUNTY will, within the limits of its authority, adopt and enforce rules and regulations for public conduct within the Reservoir Area as are necessary and desirable to protect the health and safety of persons using the Reservoir Area, for the preservation of law and order, and for the protection of resources, lands and Recreation Facilities. Said rules and regulations will be consistent with regulations promulgated by RECLAMATION in the Code of Federal Regulations, Title 43, Part 423 and Part 429 and other applicable Federal, State and Local laws, rules, regulations, and policies currently in place or as may be adopted in the future.
- (b) NATRONA COUNTY will ensure that land use and administration of the Reservoir Area will conform to all applicable Federal laws, rules, regulations, policies, and Executive Orders. Applicable RECLAMATION Policies, and Directives and Standards include, but are not limited, to LND P02; LND P04; LND 01-01; LND 01-03; LND 04-02; and LND 08-01. RECLAMATION will provide notice of all revisions to any of these documents within 30 days of adoption.
- (c) Where variations exist in Federal laws, rules, orders, regulations, and policies, the most stringent will be the required standard. Where NATRONA COUNTY policy, law, and/or regulations are more stringent, but do not conflict with Federal policy, law, and/or regulations, NATRONA COUNTY policy will be the required standard.
- (d) NATRONA COUNTY will exercise its law enforcement authority within the Reservoir Area, as staff support and resources allow, to maintain and preserve law and order, and to protect Recreation Facilities, resources, and Federal Lands and Water from unauthorized use and illegal activity.
- (e) RECLAMATION and NATRONA COUNTY will coordinate any administration, operation, maintenance, and development activities pursuant to this Agreement that could affect any of the management, operation, and maintenance activities of the United States within the subject transferred area.
- (f) Recreation facilities will be developed in accordance with the Resource Management Plan (RMP) or Recreation Area Management Plan and associated decision for the National Environmental Policy Act (NEPA) document, or any subsequent revisions to said plan and decision.
- (g) NATRONA COUNTY will comply with the accessibility standards and requirements, specifically the Americans with Disabilities Act (ADA) and the Architectural Barriers Act Accessibility Standard (ABAAS) on any new construction or alteration of facilities.
- (h) NATRONA COUNTY will be responsible for the full cost of any and all development, replacement, or alteration of Recreation Facilities for which cost sharing is not negotiated. RECLAMATION shall review and approve all improvement plans before construction begins. NATRONA COUNTY will ensure, with RECLAMATION approval, all environmental clearances and permits are secured prior to commencement of construction activities.
- (i) Pursuant to Public Law 89-72, as amended, RECLAMATION, as part of its administrative responsibility, may enter into a multi-year improvement program with NATRONA COUNTY for the design and construction of new Recreation Facilities and/or the upgrade and rehabilitation of the existing Recreation Facilities and Visitor

Services or fish/wildlife enhancement projects/facilities within the Reservoir Area. These activities may be a cost-shared arrangement with RECLAMATION paying no more than the maximum allowed by Federal Law. This funding determination will be made in coordination with, and approval by, RECLAMATION as appropriated funds are available and will conform to the requirements of the appropriate financial business instrument, as determined by RECLAMATION.

- (j) Based upon unique circumstances and localized conditions, supplemental Federal funds or other item(s) of value, may be used for specific land/water resource-based activities to ensure protection and well-being of the public with respect to the use of RECLAMATION lands and to ensure the protection of resource values (LND 01-03(14)(A); P.L. 89-72, Title 28, Sec. 2805(B)(C)). This determination will be made by RECLAMATION, and only as funds are available. Any exchange of funds or other item(s) of value will conform to the requirements of the appropriate financial business instrument, as determined by RECLAMATION.
- (k) NATRONA COUNTY will ensure that adequate personnel are available to accomplish the work agreed to herein.
- (l) RECLAMATION may, upon mutual written agreement of the parties, provide technical assistance to NATRONA COUNTY. Such assistance will be subject to cost sharing in accordance with Public Law 89-72.
- (m) Cultural resources will be investigated prior to the implementation of any improvement activities or surface disturbing actions. NATRONA COUNTY personnel will coordinate with RECLAMATION to ensure that compliance with Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470f), and implementing regulations at 36 CFR Part 800, is completed prior to project implementation. The management of cultural resources located within the Reservoir Area shall be consistent with RECLAMATION's Cultural Resources Management Policy (LND P01) and Cultural Resources Directives and Standards (LND 02-01). Refer to Exhibit B for additional guidance on addressing cultural resources.
- (n) In the event that human remains are found within the Reservoir Area, RECLAMATION's Area Manager shall be immediately notified and provisions of the Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.) and RECLAMATION's Directives and Standards for the Inadvertent Discovery of Human Remains on RECLAMATION Lands (LND 07-01) shall be followed.
- (o) The collection of prehistoric or historic artifacts from Reservoir Area must be approved by RECLAMATION. The unauthorized excavation of such items is prohibited by the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470aa et. Seq.). Planned collections of such items are subject to RECLAMATION's issuance of a permit pursuant to ARPA. Any archaeological or historical items removed from the Reservoir Area, including items collected and turned in by members off the public, shall be assessed by RECLAMATION to determine whether they constitute Federal museum property. If so, they will be managed by RECLAMATION in a manner consistent with 36 CFR Part 79, the Curation of Federally-Owned and Administered Archaeological Collections.
- (p) RECLAMATION may negotiate cost sharing, if any, only as outlined in the conditions and provisions set forth in Public Law 89-72, as amended, and LND 01-01. Cost-share agreements are subject to availability of funds and determination by RECLAMATION.

5. CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS.

The expenditure of any money and the performance of any work by RECLAMATION or NATRONA COUNTY, as provided for by the terms of this Agreement, is made contingent on Congress or NATRONA COUNTY making the necessary appropriations or allotment of funds. The failure of congress or NATRONA COUNTY to appropriate funds or the absence of any allotment of funds shall not impose any liability on RECLAMATION or NATRONA COUNTY. If the appropriations and allocations necessary for either party to carry out this Agreement are not made for any Federal or NATRONA COUNTY fiscal year, the parties hereto agree to cooperate to reach a temporary course of action. If the non-appropriation or non-allocation of the necessary funds on behalf of either party becomes reoccurring, the other party may give notice of termination of this Agreement pursuant to Article 29 of this Agreement.

6. FEES AND REVENUES.

- (a) Public recreation entrance and use fees will be set in accordance with the fee schedule established by NATRONA COUNTY in accordance with local and Federal statutes and NATRONA COUNTY will have the right to collect receipts derived from recreation related permits and contracts which it issues and administers for activities within the Reservoir Area. The fees shall be commensurate with fair market value and may be reviewed by RECLAMATION. The income derived from such fees, permits and contracts, or an equivalent amount, will be used for the development, operation, maintenance, and replacement of recreation facilities transferred as shown in Exhibit A. As permitted by law or regulation, administrative costs incurred by NATRONA COUNTY for miscellaneous costs associated with the review of Use Authorization applications and ongoing administrative expenses incurred may be assessed, collected and retained by NATRONA COUNTY.
- (b) NATRONA COUNTY will maintain accounting records of the Reservoir Area to satisfy the requirements of this Agreement and shall furnish, at the end of each NATRONA COUNTY fiscal year, or upon RECLAMATION's request, a financial report of all revenues received and expenditures made for operation and maintenance, replacements, construction, and improvement of Recreation Facilities. NATRONA COUNTY will keep all financial records in accordance with generally accepted accounting principles.
- (c) NATRONA COUNTY shall account for all revenues and expenditures (refer to 6(b) above). Receipts are intended to be directed toward the overall operation, maintenance, development and enhancement of the Reservoir Area. Should there be receipts in excess of the administrative, operation, maintenance and development and enhancement costs for the Reservoir Area at the end of the NATRONA COUNTY fiscal year, excess receipts not planned or obligated will be returned to RECLAMATION.

7. RECLAMATION USE PARAMOUNT, PRIMARY JURISDICTION.

- (a) RECLAMATION retains primary jurisdiction over the entire Reservoir Area. The rights of NATRONA COUNTY under this Agreement are subordinate to the prior rights of the United States, for the primary purposes of the Project and any associated facilities or activities pursuant to Federal Reclamation Law, rules and regulations. The United States will give written notice to NATRONA COUNTY if the United States determines that

changes in land use for RECLAMATION purposes within the Reservoir Area are necessary.

- (b) RECLAMATION may close the Reservoir Area, or any portion thereof, including the Operations Area, to public use whenever RECLAMATION determines such restriction is necessary in the interest of Project operation, public safety or national security. RECLAMATION's designated representative will give written notice to NATRONA COUNTY of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. NATRONA COUNTY will enforce such closure and such enforcement will include coordination and cooperation with RECLAMATION.
- (c) RECLAMATION may revise the boundaries of the Operations Area at any time, as it deems necessary. RECLAMATION's designated representative will give written notice to NATRONA COUNTY of any such revision. This notice will be given as soon as practicable after a determination for revision is made and will include the date when the revision becomes effective.
- (d) No recreation development or fish & wildlife habitat development or enhancement will be constructed within the Operations Area by NATRONA COUNTY unless it is specifically approved by RECLAMATION on a case-by-case basis. If any such development is constructed by RECLAMATION, it may be turned over to NATRONA COUNTY for their direct management, if such an arrangement is agreeable to both parties.

8. **RESOURCE MANAGEMENT PLAN / RECREATION AREA MANAGEMENT PLAN.**

- (a) NATRONA COUNTY's administration, operation and maintenance of recreation and related improvements and facilities, at the Reservoir Area will be consistent with the RECLAMATION approved RMP for this area. Any authorization given by RECLAMATION or NATRONA COUNTY for any activity related to the Reservoir Area shall include a provision requiring compliance with said plan(s).
- (b) The RMP provides direction consistent with authorized Project purposes and establishes a desired future condition of the area's resources to assure conformance and good stewardship. The plan addresses the management framework and partnerships, water resources, fish and wildlife habitat, recreation and visual resources, natural and cultural resources and land management.
- (c) Where an RMP does not exist, such plans will be prepared in accordance with RECLAMATION's RMP Guidebook and NEPA Handbook, and with the State Environmental guidelines for the Reservoir Area. The plan will also include sections addressing the manner in which RECLAMATION and NATRONA COUNTY will meet the requirements of Sections 106 and 110 of the NHPA, and the requirements for the development and implementation of a Fire Management Plan that meets Federal, State and local requirements and addresses both rural and wildland fire issues. Said management plans and environmental documents will be jointly prepared by RECLAMATION and NATRONA COUNTY and in cooperation with other Federal, State and local entities as appropriate.

9. **LAW ENFORCEMENT AND SAFETY.**

- (a) The United States cedes any responsibility it may have for the safety of the public in developed recreation facilities managed by NATRONA COUNTY to NATRONA COUNTY. NATRONA COUNTY will exercise its law enforcement authority to enforce NATRONA COUNTY rules and regulations within the entire Reservoir Area, as staffing and resources allow.
- (b) At RECLAMATION's request, NATRONA COUNTY will exchange law enforcement information with RECLAMATION's designated Regional Special Agent (RSA). NATRONA COUNTY law enforcement personnel and the designated RSA will collaborate in the exchange of law enforcement information related to the Reservoir Area. The extent and detail of information will be defined on a case-by-case basis. The RSA may provide resources and expertise as applicable and necessary to address violations of Federal laws.

10. **RISK AND DAMAGES / HOLD HARMLESS.**

- (a) The parties hereto will each be responsible and liable only for the negligent acts or omissions of their respective employees to the extent provided by law. However, nothing in this Agreement will be construed to be an admission of fault or liability, and nothing will limit the defenses and immunities legally available to each party against each other and third parties.
- (b) Notwithstanding 10(a) above, NATRONA COUNTY agrees to hold harmless the United States, contractors, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from NATRONA COUNTY's activities under this Agreement.
- (c) Notwithstanding 10(a) above, the United States and RECLAMATION agree to hold harmless NATRONA COUNTY, its employees, contractors, agents, and assigns from any loss or damage from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the activities of the United States, or RECLAMATION, under this Agreement.
- (d) Notwithstanding any other provision of this agreement, neither party to this agreement waives its sovereign immunity by entering into this Agreement and each fully retains immunity and all defenses provided by law with respect to any claim or cause of action based upon or occurring as a result of the activities contemplated herein.

11. **INCIDENT REPORTING.**

- (a) NATRONA COUNTY will ensure adequate safety, fire suppression, medical, evacuation, and search and rescue procedures are developed and in place to adequately respond, suppress, or cooperate in incidents. NATRONA COUNTY will investigate, within its statutory authority, or cooperate within its statutory authority, in the investigation by the agency having jurisdiction, all accidents involving death, serious injury or property damage, hazardous material spills or other incidents of a serious nature within the Reservoir Area. NATRONA COUNTY will make an initial verbal report on such incidents to RECLAMATION within one (1) working day of knowledge of the incident. NATRONA COUNTY will submit a written report to RECLAMATION within five (5) calendar days of the verbal notice of any such incidents or occurrences.

- (b) In accordance with Federal regulation requirements, NATRONA COUNTY will provide immediate notification to the National Response Center of any oil discharge to waters of the United States (40 CFR §110.6) or of any hazardous substance release to the environment in a quantity equal to or exceeding the reportable quantity in any 24-hour period (40 CFR §302.3 & 302.6) by any person in charge of a vessel, off-shore, or on-shore facility. Additional reporting requirements apply to notification of Local Emergency Planning Committees and State Emergency Response Commissions; contact local agencies for procedures.

12. HAZARDOUS MATERIALS, RECYCLING AND WASTE REDUCTION.

- (a) NATRONA COUNTY shall not allow contamination or pollution of any Federal lands, waters or facilities by its employees or agents. NATRONA COUNTY shall also take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (b) NATRONA COUNTY shall comply with all applicable Federal, State, and County laws and regulations, and RECLAMATION policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous chemicals, toxic chemicals, hazardous substances or hazardous materials that will be used, produced, transported, stored, or disposed of on or in the Federal lands, water or facilities.
- (c) "Hazardous material or substance" means (1) any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23); (3) thermal pollution, sewage effluent, industrial waste, mine or mill tailing, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State or local law.
- (d) Upon discovery of any event which may or does result in contamination or pollution of the Federal lands, waters or facilities, NATRONA COUNTY shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution and shall report such discovery and full details of the actions taken to RECLAMATION. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (e) If violation of the provisions of this Article occurs and NATRONA COUNTY does not take immediate corrective action as determined by RECLAMATION's authorized representative, NATRONA COUNTY may be subject to remedies imposed by RECLAMATION's authorized representative.
- (f) NATRONA COUNTY shall defend, indemnify, protect and hold RECLAMATION harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to NATRONA COUNTY's violation of this Article.

- (g) NATRONA COUNTY agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third party contract it may enter into pursuant to this Agreement.
- (h) RECLAMATION agrees to provide information necessary for NATRONA COUNTY, using reasonable diligence, to comply with the provisions of this Article.
- (i) NATRONA COUNTY will develop and implement a recycling and waste reduction plan for the Reservoir Area. Said plan and implementation will be included in the budget and activity work plans.

13. PEST CONTROL/INVASIVE SPECIES.

- (a) NATRONA COUNTY shall take steps to prevent the introduction and spread of, and to otherwise control undesirable plants and animals, as defined by RECLAMATION's authorized representative, directly associated with use of the Reservoir Area. NATRONA COUNTY shall not permit the use of any pesticides on Federal Lands and Water without prior written approval by RECLAMATION. NATRONA COUNTY shall submit to RECLAMATION for approval an Integrated Pest Management Plan 30 (thirty) days in advance of pesticide application.
- (b) Programs for the control of these undesirable plants and animals in the Reservoir Area will incorporate Integrated Pest Management concepts and practices.
- (c) All pesticides shall be used in accordance with the current registration, label direction, or other directives regulating their use and with applicable RECLAMATION policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to RECLAMATION not later than five (5) working days after any application of a pesticide.
- (d) Any equipment, tools and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by RECLAMATION. NATRONA COUNTY is responsible for inspecting its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and for removing such materials before moving its vehicles and equipment onto any Federal Lands and Waters.
- (e) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.
- (f) NATRONA COUNTY shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to RECLAMATION with full details of the actions taken. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangered public health and safety of the environment.
- (g) Aerial application of pesticides is prohibited without prior written consent by RECLAMATION's designated representative.
- (h) NATRONA COUNTY agrees to include the provisions contained in paragraphs (a) through (g) of this Article in any pest control related subcontract or third-party contract it may enter into pursuant to this Agreement.

14. DEBRIS AND WASTE REMOVAL.

NATRONA COUNTY shall notify the public of the presence of hazards and floating debris within the Reservoir Area as directed by state and local laws and regulations. NATRONA COUNTY will provide litter control and trash removal in the Reservoir Area, outside the Operations Area. NATRONA COUNTY will properly dispose of all waste, discarded or abandoned items, and debris generated by the use of the Reservoir Area. Said waste, discarded or abandoned items and debris will be disposed of properly. RECLAMATION will cooperate and assist NATRONA COUNTY in the removal of debris, discarded or abandoned items and waste within the Reservoir Area in the event of an extraordinary or catastrophic occurrence.

15. VARIATION IN WATER LEVEL.

RECLAMATION reserves the right to vary the reservoir water level as necessary for Project purposes. The water level will not fluctuate below the top of the dead pool or above the top of the conservation/joint use pool elevation, except in an emergency. RECLAMATION's designated representative will, to the extent reasonably practicable, provide timely notice to the appropriate NATRONA COUNTY Manager of any significant special or emergency increases or decreases in water level that would adversely affect use of the Reservoir Area.

16. PROTECTION OF NATURAL RESOURCES.

RECLAMATION and NATRONA COUNTY agree to take all reasonable measures to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices at the Reservoir Area. NATRONA COUNTY may take opportunities to interpret the natural, cultural and historic resources of the area to inform and educate the visiting public.

17. CONSUMPTIVE USE OF WATER BY NATRONA COUNTY.

- (a) When NATRONA COUNTY or a concessionaire or a third party furnishes water to the public, only suitably treated, wholesome and sanitary water which meets appropriate Federal, State and local health standards will be furnished. RECLAMATION does not warrant the quality of the available water supplies as to their suitability either for domestic purposes or for human consumption. NATRONA COUNTY will be responsible for acquiring, adhering to and maintaining applicable permits for public drinking water supplies as applicable.
- (b) All parties hereto may pursue acquisition of water, water wells, potable water supplies piped in from commercial sources, and/or water rights for consumptive use for recreation purposes within the Reservoir Area. Such consumptive recreational uses may include, for example, water for operation of bathrooms, showers, firefighting, campgrounds, landscape irrigation, and other recreation related purposes. Said water, water wells, water supplies, or water rights, except for commercial water sources, will be obtained in the name of RECLAMATION and will be retained for use at the Reservoir Area for which it was obtained.

18. MANAGEMENT OF UNITED STATES PERSONAL PROPERTY.

- (a) United States personal property is property provided at RECLAMATION's expense for performance of this Agreement including, but not limited to, property provided by the following methods:
- (1) United States-furnished personal property is property that is transferred from RECLAMATION stocks, or purchased directly by RECLAMATION, and delivered into NATRONA COUNTY's custody for performance of this Agreement. Title to United States-furnished personal property remains with RECLAMATION.
 - (2) NATRONA COUNTY-acquired personal property purchased or fabricated by NATRONA COUNTY, or drawn from NATRONA COUNTY's stocks or stores; the cost of which is reimbursable by RECLAMATION pursuant to this Agreement. Title to personal property purchased by NATRONA COUNTY, drawn from NATRONA COUNTY's stocks or stores, or fabricated by NATRONA COUNTY vests in RECLAMATION upon reimbursement of the cost thereof by RECLAMATION in whole or in part.
- (b) NATRONA COUNTY may purchase personal property and equipment and replace it, if necessary, during the term of this Agreement to the extent deemed necessary by NATRONA COUNTY. NATRONA COUNTY must receive RECLAMATION's advance written approval for such purchases in cases where they seek reimbursement for such expenditures.
- (c) NATRONA COUNTY will meet the basic requirements prescribed in Exhibit E of this Agreement to establish and maintain control over RECLAMATION personal property in its possession.
- (d) NATRONA COUNTY will return to RECLAMATION all United States-titled personal property that becomes excess to the performance requirements of this Agreement.

19. THIRD PARTY CONTRACTS, PERMITS AND AUTHORIZATIONS.

NATRONA COUNTY shall not issue any Use Authorizations or any other form of permission to use the Reservoir Area except as expressly provided herein.

- (a) NATRONA COUNTY may issue and administer third party permits or Concession contracts to persons or associations for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this agreement and in accordance with any current or future planning documents. NATRONA COUNTY shall submit all such contracts and permits to RECLAMATION for its review and approval before issuance. RECLAMATION shall not unreasonably withhold such approval. The contracts and permits shall contain language subjecting the rights and privileges thereunder to all terms, conditions, exceptions, and reservations in this Agreement; shall recognize the right of paramount use by RECLAMATION of the Reservoir Area for Project purposes; and shall hold harmless and indemnify RECLAMATION, its agents, employees, contractors; and assigns from any loss or damage and from any liability on account of injury, damage or death due to construction, operation and maintenance activities related to Project purposes. NATRONA COUNTY will require all contractors, concessionaires, and permittees operating within the Reservoir Area to carry adequate liability and property damage insurance. Said insurance will be of sufficient amount to cover, as a minimum,

NATRONA COUNTY's liability under its governmental liability statutes and will be consistent with the services and facilities provided and the potential for injury or damage to life and property. RECLAMATION shall be named as an additional insured on all such insurance, and a certificate of insurance will be provided to NATRONA COUNTY by the contractor to ensure that the insurance is in effect.

- (b) No Concession contract or third party permit issued by NATRONA COUNTY as provided in subsection (a) above shall purport to transfer or convey any interest in the land, water or any public facilities; and, the right given to NATRONA COUNTY to enter into such contracts and permits shall not be construed as a right to grant or convey an interest in the land, water, or any public facilities. No assignment or transfer of a Concession contract or permit or interest therein, whether as security or otherwise, shall be effective until such assignment or transfer has been reviewed and approved in writing by NATRONA COUNTY and RECLAMATION. All concession contracts issued by NATRONA COUNTY must comply with RECLAMATION's Concession Management Policy (LND P02) and Directives and Standards (LND 04-02).
- (c) The term for a Concession contract or permit may not extend beyond the term of this Agreement. In general, the term of such contracts or permits should be as short as possible and based on economic factors and conditions. RECLAMATION will work with NATRONA COUNTY to determine reasonable lengths of term.
- (d) Concessionaires, contractors and permittees shall be required to comply with all applicable provisions of Federal, State and local laws, rules and regulations, Executive Orders, and RECLAMATION Policies, in force now or as may be promulgated or changed in the future.
- (e) In accordance with the Concession Management Policy and Directives and Standards, and the Recreation Management Policy (LND P04, as amended), NATRONA COUNTY shall not issue, or allow to be issued, directly or through the actions of its concessionaires or permittees, new permits or other forms of agreements that allow for the development of private exclusive uses, such as, but not limited to, cabin sites; mobile homes or travel trailer sites; private boat docks; ski clubs; etc. RECLAMATION prohibits any use that would result in new private exclusive recreational or residential use of RECLAMATION land, facilities or waterbodies pursuant to 43 CFR 429.31(b). This includes those uses described in 43 CFR part 429 and the uses currently defined in 43 CFR part 21. Examples of private exclusive recreational and residential use include, but are not limited to, boat docks, piers, moorings, cabin sites, residences, trailers, manufactured or mobile homes, structures, and sites for such activities as hunting, fishing, camping and picnicking that attempt to exclude general public access. Private exclusive use that is within the terms and conditions of an **existing** use authorization, as specified in 43 CFR 429.32, is not considered new private exclusive use. Reviews and evaluations of existing private exclusive use will be required in accordance with RECLAMATION policies and Code of Federal Regulations (43 CFR 429.32(b) and 43 CFR Subtitle A, part 21(a)(1).
- (f) A basis for use fees was established in 2012 through an appraisal process in conformance with 43 CFR 429.23. Rental fees for mobile home lots shall be adjusted for inflation annually pursuant to the "Wyoming Cost of Living Index" as published by the Economic Analysis Division of the State of Wyoming.
Rental fees for cabin sites and exclusive use clubs shall be adjusted annually based on the 10-year weighted average of the Consumer Price Index (CPI).

In both cases, the initial rental fees invoiced under this new agreement will need to reflect inflation adjustments dating back to January 30, 2012, which is the date of the most recent appraisal.

As appropriate, other methods of inflation adjustment may be utilized upon mutual agreement by both Reclamation and Natrona County.

- (g) Concession contracts and permits shall provide that, in the event of the termination of this Agreement, RECLAMATION will not stand in the stead of NATRONA COUNTY as grantor for the remainder of the term of said contracts or permits. In the event this Agreement is terminated, NATRONA COUNTY shall pay to RECLAMATION the pro-rated unexpended portion of any fees or rents paid to NATRONA COUNTY by such concessionaires, contractors, or permittees. In the event of such Agreement termination and at RECLAMATION's discretion, RECLAMATION may issue new concession contracts or permits to existing concessionaires or permittees that are in compliance with the Concessions Management Policy and Directives and Standards or other applicable policies, rules, and regulations. RECLAMATION will not issue new contracts or permits if the concessionaires or permittees are in default of any term or condition of NATRONA COUNTY - issued contracts or permits.
- (h) NATRONA COUNTY may enter into basic service contracts without prior review and written approval from RECLAMATION. Such contracts are for normal maintenance, including, but not necessarily limited to, trash removal and disposal, toilet pumping, or general grounds maintenance.
- (i) NATRONA COUNTY has authority to issue limited use authorizations in accordance with the conditions described in 43 CFR 429.5. No new Use Authorizations will be issued which, in the opinion of RECLAMATION, would interfere with RECLAMATION Project purposes or NATRONA COUNTY management of the Reservoir Area. RECLAMATION retains authority to revoke Use Authorizations, as outlined in 43 CFR 429.
- (j) NATRONA COUNTY will provide RECLAMATION a copy of any such Use Authorization. NATRONA COUNTY shall include in each Use Authorization reasonable measures to protect public Recreation Facilities, provisions for repair or mitigation of damages which may occur to public Recreation Facilities, and a provision that the permittee or grantee indemnifies and holds harmless RECLAMATION and NATRONA COUNTY, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Use Authorization.

20. UNAUTHORIZED USE.

NATRONA COUNTY will take all reasonable measures necessary to identify, investigate, and resolve incidents of unauthorized land, resource, or recreation facility use, or unauthorized encroachment within the Reservoir Area. This includes any legal actions necessary to prevent or prosecute such unauthorized use provided that any such action by NATRONA COUNTY cannot bind the United States in a manner requiring them to make payment of money or any other form of commitment. RECLAMATION hereby delegates to NATRONA COUNTY the right to bring action in NATRONA COUNTY's name in order to protect each party's interests, and carry out their responsibilities in connection therewith. Resolution of boundary disputes shall be the responsibility of RECLAMATION.

NATRONA COUNTY will notify RECLAMATION's designated representative of boundary disputes or unauthorized incidents within 10 calendar days of discovery.

21. RESERVATIONS.

NATRONA COUNTY's management of the reservoir Area is subject to the following conditions and reservations:

- (a) Existing land uses, rights, or interests within the Reservoir Areas and lawfully held by RECLAMATION or persons or entities not party to this Agreement.
- (b) The right of RECLAMATION, their assigns, employees and agents, to enter upon the Reservoir Area on official business without charge, for the purpose of enforcing, protecting, and exercising the rights of RECLAMATION and also to protect the rights of those not party to this Agreement.
- (c) The right of RECLAMATION, its assigns, agents, contractors, lessees, or permittees, to remove from the Reservoir Area, any and all materials necessary for the construction, operation, and maintenance of Project works and facilities. All such removal activities shall not encroach on developed sites without mutual agreement of the parties hereto.
- (d) The right of RECLAMATION, and its assigns, agents, contractors, lessees, or permittees, to prospect for, extract, and carry on the management of oil, gas, coal, and other minerals and the right to issue leases or permits to prospect for oil, gas, or other minerals under the Act of February 25, 1920 (41 Stat. 437), and amendatory acts, the Act of August 4, 1939 (53 Stat. 1187), as amended, and the Act of August 7, 1947 (61 Stat. 913), subject to stipulations.
- (e) Except in emergency situations, RECLAMATION's designated representative will give written notice to NATRONA COUNTY's designated representative 30 calendar days prior to the exercise of the above rights.
- (f) Notwithstanding any other provision, the United States warrants that it has the legal right to allow the public to access the Reservoir Area.
- (g) All RECLAMATION Federal lands covered by this agreement shall be closed to off-road (cross-country) vehicle use, unless, opened through a RECLAMATION-approved planning process. Public motorized travel on existing, designated roads may be allowed, unless otherwise posted as closed to protect Project resources and health and human safety.

22. TITLE TO LAND, IMPROVEMENTS, EQUIPMENT AND RESTORATION.

- (a) Permanent structures and improvements constructed on the Federal Lands and Water which were funded, or partially funded, by the United States shall remain the property of the United States.
- (b) NATRONA COUNTY will keep a current and accurate property record/inventory of all Recreation Facilities, structures and improvements installed or constructed within the Reservoir Area and all equipment purchased with Federal Appropriations or Allotment of Funds for use at the Reservoir Area pursuant to this Agreement.
- (c) Property, equipment, and supplies acquired with Federal Appropriations or Allotment of Funds pursuant to this Agreement will be managed in accordance with Exhibit E.
- (d) NATRONA COUNTY shall keep a current and accurate inventory of any structures and improvements installed or constructed solely at its own expense or at the expense

of its contractors, concessionaires and permittees and shall provide RECLAMATION such inventory within 30 days of completion of such installation or construction, so that RECLAMATION inventory records can be maintained accordingly. Upon termination of this Agreement, RECLAMATION may purchase, at the Cost Less Depreciation value, those facilities determined necessary for the future operation and maintenance of the Reservoir Area, provided the facilities were exclusively constructed and financed by NATRONA COUNTY, its contractors, concessionaires or permittees.

- (e) For a period of 120 days after termination of this Agreement or such longer period as may be determined by RECLAMATION to be reasonable, NATRONA COUNTY, its contractors, concessionaires or permittees, shall have the privilege, at their sole cost or expense, of salvaging and/or removing Recreation Facilities that were exclusively financed, constructed or installed by NATRONA COUNTY, its contractors, concessionaires or permittees, that are determined by RECLAMATION to be unnecessary for continued Management of the Reservoir Area. After the expiration of such period, the title to all remaining NATRONA COUNTY financed, constructed or installed Recreation Facilities shall vest in the United States. NATRONA COUNTY, its contractors, concessionaires and permittees shall restore the land formerly occupied by any removed Recreation Facilities to its original condition as determined by RECLAMATION to be satisfactory.
- (f) Any improvements that may be a historic property as described in 36 CFR 60, shall be inventoried and evaluated to determine its eligibility to be listed on the National Register of Historic Places. If the improvement qualifies, then RECLAMATION shall conduct consultation required by Section 106 of the National Historic Preservation Act prior to demolition or taking ownership of the improvement.

23. REVIEW OF RECREATION ADMINISTRATION, OPERATION, MAINTENANCE AND IMPROVEMENTS.

- (a) The parties will meet annually or as mutually agreed by the parties, to review and inspect the Reservoir Area regarding compliance with this agreement. The purpose of these reviews and inspections is to ensure that administration, operation, maintenance procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Reservoir Area is in accordance with the intended purposes. Reviews will include, but are not necessarily limited to: items identified in the existing Resource Management Plan; health and safety; appropriate use of the Federal Lands and Water; land interests and resources; and inspections of Recreation facilities and operations, including third party Concession contracts or permits, and basic service contracts within the Reservoir Area. Deficiencies and problems within the Reservoir Area will be corrected in a timely manner in accordance with the terms of this Agreement. Conclusions and recommendations based upon such reviews and inspections will provide direction for, and possible modification of the administration, operation, maintenance and development responsibilities pursuant to this Agreement.
- (b) Compliance reviews and evaluations of existing private exclusive uses will be conducted to determine whether existing private exclusive uses and related improvements are compatible with public needs and authorized Project purposes,

Project operations, safety, and security, as well as public health and safety requirements and environmental requirements. Frequency of the reviews will be determined by RECLAMATION, in coordination with NATRONA COUNTY, but will be conducted at least every five (5) years to ensure compliance with certain established criteria pursuant to 43 CFR 429.32 and 43 CFR 21. The reviews and evaluations will be comprised of local and/or external review teams, including NATRONA COUNTY representatives, which are qualified to assess the conditions associated with the exclusive use.

24. EXAMINATION OF RECORDS.

- (a) NATRONA COUNTY agrees that RECLAMATION shall have the right to examine and to access any pertinent books, documents, papers and records of NATRONA COUNTY and/or third party entities involving transactions related to this Agreement.
- (b) RECLAMATION's designated representative may at any time request an independent audit of NATRONA COUNTY's financial activities for the Reservoir Area. Such independent audit shall be performed at the cost of RECLAMATION. Any discrepancies found during such audits shall be corrected by the responsible party.
- (c) RECLAMATION's designated representative may at any time request an independent audit or examination of records of third party Concession contract or other service contracts. Such independent audit or examination of records shall be performed at the cost of RECLAMATION. Any discrepancies found during such audits shall be corrected by the responsible party.

25. RECREATION USE DATA REPORT

On or before January 15 of each year, NATRONA COUNTY will furnish to RECLAMATION's designated representative an annual summary of recreation-related visitor uses at the Reservoir Area for the previous year, reportable on a Federal fiscal year basis (October 1 to September 30). RECLAMATION will provide the forms for this report annually, which is currently titled "Recreation Use Data Report".

26. MISCELLANEOUS PROVISIONS.

- (a) NATRONA COUNTY, its contractors, concessionaires or permittees shall comply, relative to this Agreement, with the Environmental Requirements set forth in Exhibit B attached hereto and incorporated herein.
- (b) NATRONA COUNTY, its contractors, concessionaires or permittees, relative to this agreement, shall perform all duties in this Agreement consistent with RECLAMATION's Federal Indian Trust responsibilities as set forth in "Departmental Manual Part 512, Chapter 2, Department Responsibilities for Indian Trust Resources", incorporated herein by reference.
- (c) NATRONA COUNTY, its contractors, concessionaires or permittees, relative to this agreement, shall be subject to the Equal Opportunity requirements set forth in Exhibit C and Title IV of the Civil Rights Act of 1964 set forth in Exhibit D attached hereto and incorporated herein.

- (d) RECLAMATION, at the request of NATRONA COUNTY, shall provide information on property boundaries, easements, and Use Authorizations on RECLAMATION lands within the Reservoir Area.
- (e) The parties hereto understand and agree that the various terms and conditions within this Agreement apply to the Agreement as a whole, and are not to be narrowly defined within the specific article under which a given term or condition is located.
- (f) Each party hereto will provide to the other party any additional reports or information which may be reasonably requested.
- (g) Any activity deemed to be illegal on the Federal Lands and Water will be cause for immediate action under Articles 27 and 29 of this Agreement.

27. NOTICE OF CURE / DISPUTE RESOLUTION.

- (a) RECLAMATION and NATRONA COUNTY may provide notice of any non-compliance with the terms and conditions of this Agreement. Notification of non-compliance shall be in writing, noting a period of time in which the non-compliant act or omission shall be corrected based on the severity of the correction. If either party fails to satisfactorily correct any substantial or persistent non-compliance within the specified time the following remedies are available: RECLAMATION may close all or part of the Reservoir Area, RECLAMATION or NATRONA COUNTY may temporarily suspend Management of the Reservoir Area, or terminate the Agreement after notice in writing of such intent, in accordance with Article 29.
- (b) In the event RECLAMATION and NATRONA COUNTY cannot mutually agree on a proposed action within 90 calendar days, a longer period may be mutually agreed to by the parties hereto, to address any notice of non-compliance. Each party shall present its proposed action to the NATRONA COUNTY Director and the Director of the Great Plains Region of the Bureau of Reclamation. If within 90 calendar days after submitting such proposal to the respective Directors, there is still no mutual agreement on the proposed action, RECLAMATION's proposed action shall take precedence. Should this occur, both parties shall have the right to terminate this Agreement after notice in writing as set forth in Article 29.
- (c) Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

28. MODIFICATION OF AGREEMENT.

- (a) This Agreement may be modified, amended, or superseded at any time during its term upon written approval by both RECLAMATION and NATRONA COUNTY.
- (b) If any portion of this Agreement is rendered null and void as a result of applicable laws, regulations, executive orders, court rulings, etc., all remaining portions of the Agreement will remain in full force and effect, provided the voided portion or portions do not affect the primary purposes of this Agreement.

29. TERMINATION.

- (a) This Agreement will terminate and all rights and obligations of the parties under this Agreement will cease under the following conditions:

- (1) Upon expiration of the term of this Agreement, as provided in Article 3; or
 - (2) If after receipt of a written notice of non-compliance, efforts to resolve have not been mutually agreed to by both parties under the terms of Article 27 and a written notice of termination has been received by RECLAMATION or NATRONA COUNTY; or
 - (3) If after determination by RECLAMATION that a NATRONA COUNTY authorized activity or use of these Federal lands is illegal, and notice of such determination is provided to NATRONA COUNTY, the illegal activity is not terminated, and remediated if necessary, within 60 days of notice to NATRONA COUNTY.
- (b) If the U.S. Congress, RECLAMATION or NATRONA COUNTY routinely fails to provide funding to enable RECLAMATION or NATRONA COUNTY to carry out their respective obligations under this Agreement, either party may give written notice that this Agreement shall terminate on a certain date at least 90 days after the date of notice.
 - (c) For any reason, other than those expressed in (a) and (b) herein, RECLAMATION or NATRONA COUNTY may terminate this Agreement with at least 2 years written notice, to the other party.
 - (d) Two (2) years prior to the expiration of the term of this Agreement, NATRONA COUNTY shall notify RECLAMATION, in writing, of its desire to either negotiate a new Agreement for the next twenty-five (25) years, or to discontinue its management responsibilities at the Agreement's termination date.
 - (e) If either party chooses not to renew this Agreement, or to terminate this Agreement prior to the expiration of the term, a close-out review and evaluation will be conducted within 12 months prior to the expiration or termination date and thereafter, as necessary.

30. DESIGNATED REPRESENTATIVES/NOTICES.

- (a) The parties hereto agree the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

United States:

Area Manager
Bureau of Reclamation
Wyoming Area Office
P.O. Box 1630
Mills, WY 82644
Phone: 307-261-5671

Natrona County:

Department Director
Natrona County Parks and Recreation
P.O. Box 848
Mills, WY 82644
Phone: 307-235-9325

- (b) Any written notice, demand, or request, as required or authorized by this Agreement, will be provided to the parties above listed. All parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

31. **SEVERABILITY.**

Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provision, or this Agreement as a whole.

32. **OFFICIALS OR EMPLOYEES NOT TO BENEFIT.**

No member or delegate of Congress, and no officer, agent or employee of the Executive, Legislative, or Judicial Branch of the Federal government, or official or employee of NATRONA COUNTY shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

33. **THIRD PARTY BENEFICIARY RIGHTS.**

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

34. **SURVIVOR CLAUSE.**

Terms and conditions that require action by NATRONA COUNTY or its contractors, concessionaires, permittees, agents or assigns may survive the termination of this Agreement when they are deemed by RECLAMATION for the benefit of the United States.

35. **ASSIGNMENT OF AGREEMENT.**

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above. However, the effective date of this Agreement is May 19, 2016.

NATRONA COUNTY
Chairman
Board of County Commissioners

THE UNITED STATES OF AMERICA
Department of the Interior
Bureau of Reclamation
Wyoming Area Manager

By _____

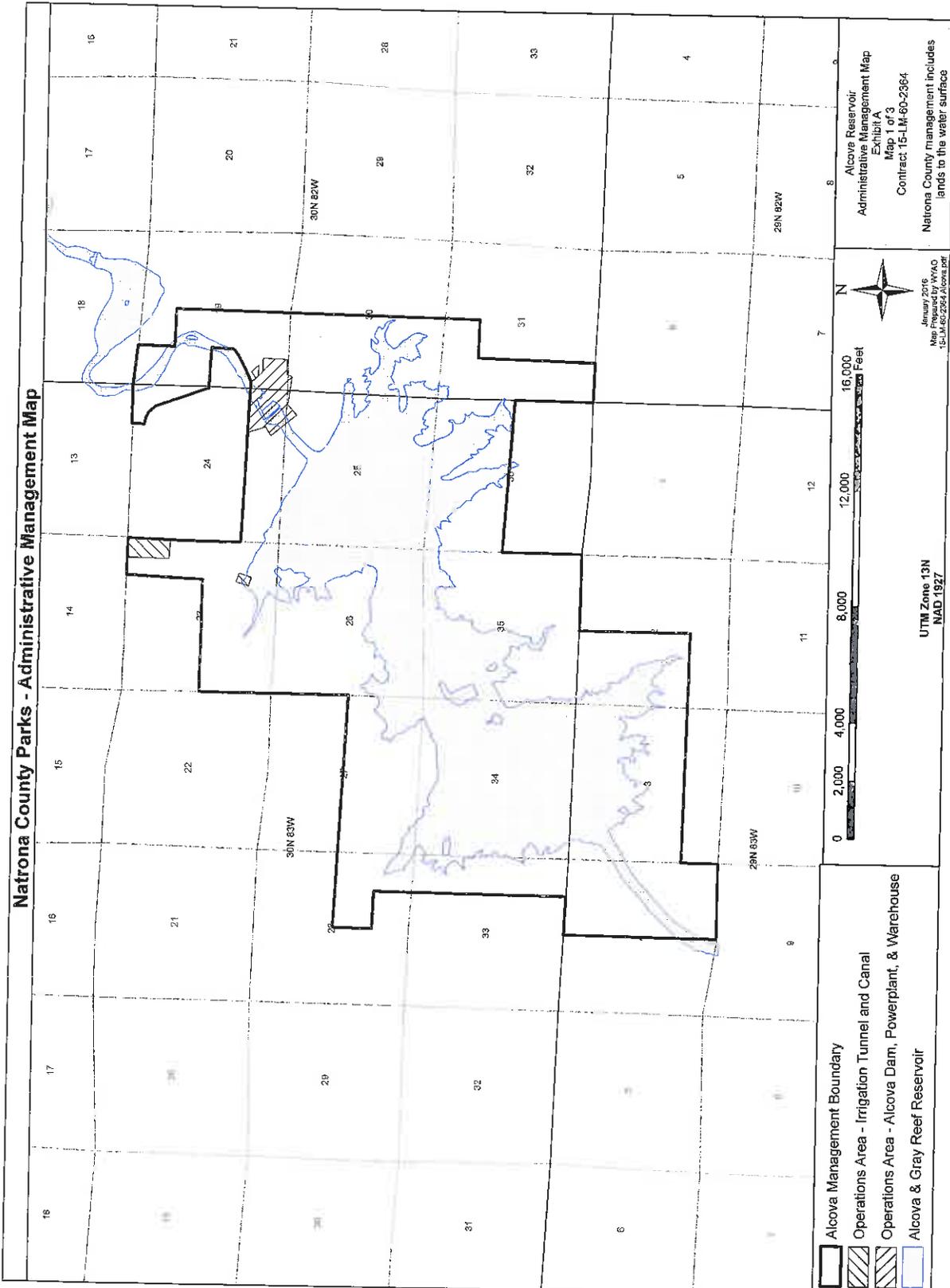
By _____

Attest _____
Renea Vitto, County Clerk

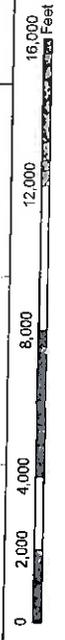
Date _____

Date _____

Natrona County Parks - Administrative Management Map



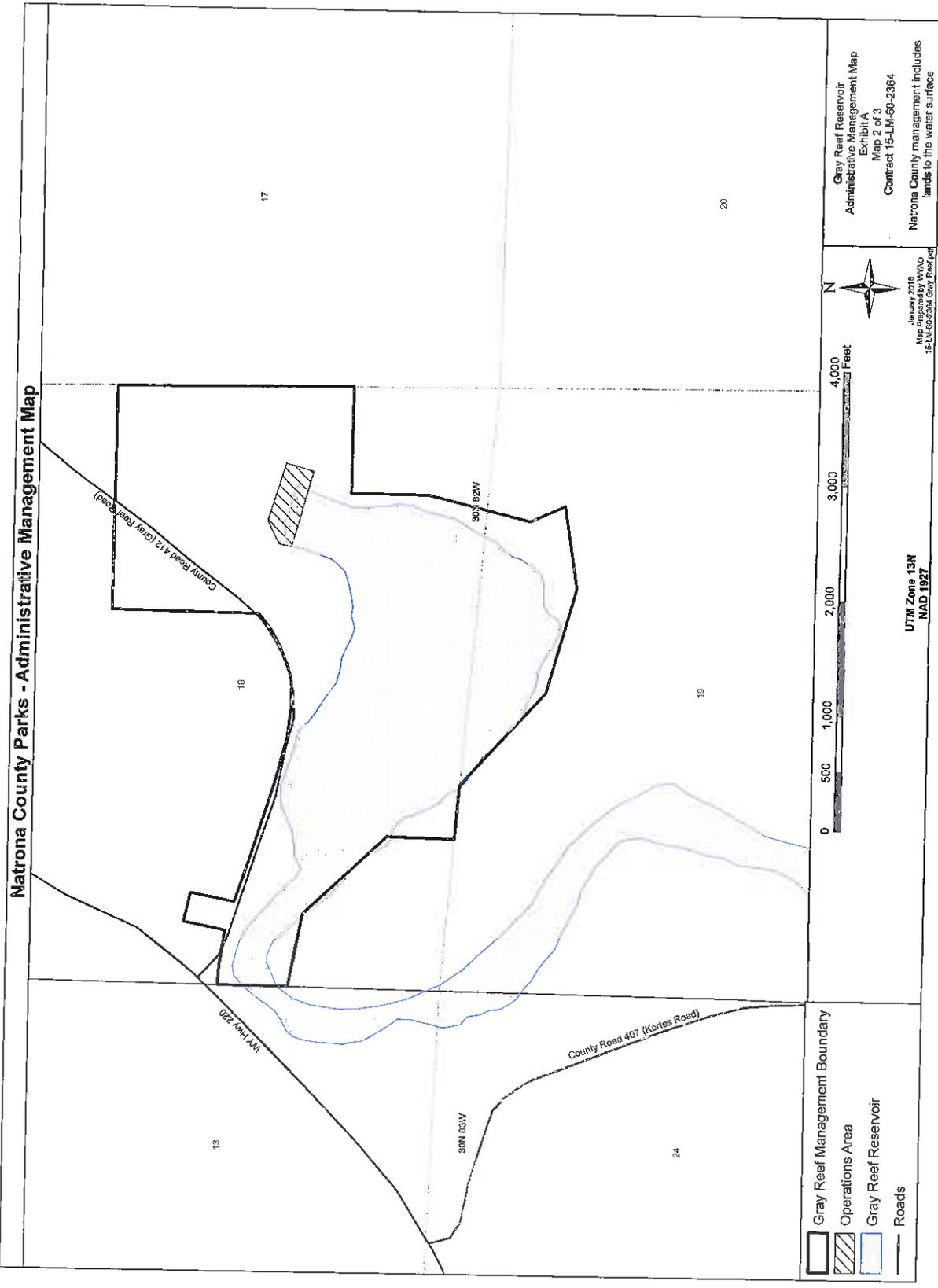
-  Alcova Management Boundary
-  Operations Area - Irrigation Tunnel and Canal
-  Operations Area - Alcova Dam, Powerplant, & Warehouse
-  Alcova & Gray Reef Reservoir



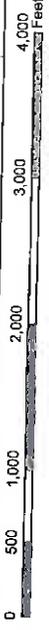
January 2016
 Map Prepared by WYAO
 15-LM-60-2364-Alcova.pdf

Alcova Reservoir
 Administrative Management Map
 Exhibit A
 Map 1 of 3
 Contract 15-LM-60-2364
 Natrona County management includes
 lands to the water surface

Natrona County Parks - Administrative Management Map



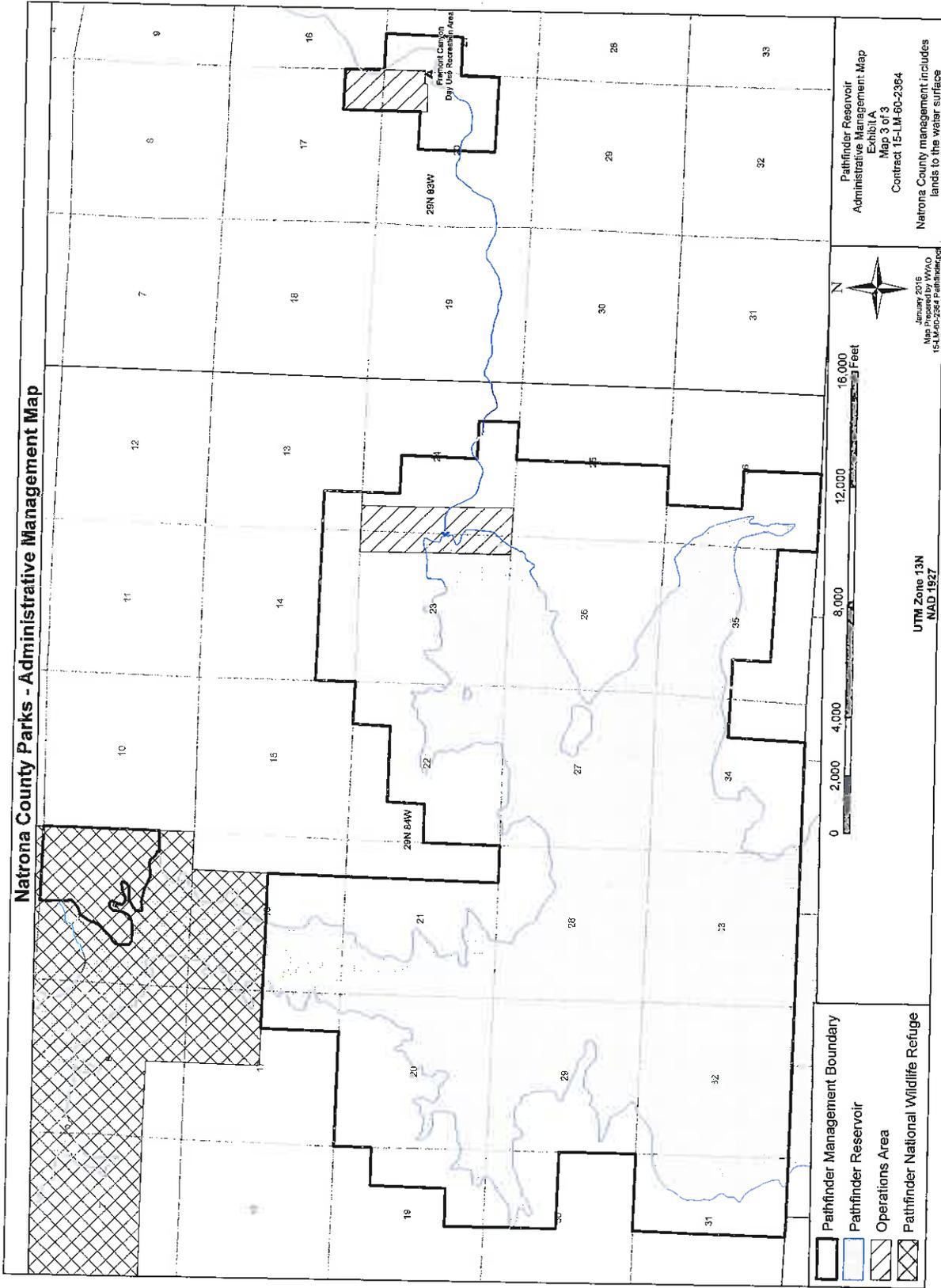
- Gray Reef Management Boundary
- Operations Area
- Gray Reef Reservoir
- Roads



Gray Reef Reservoir
Administrative Management Map
Exhibit A
Map 2 of 3
Contract 15-LM-00-2364
Natrona County management includes
lands to the water surface

January 2016
Map 15-LM-00-2364
15-LM-00-2364 Gray Reef Reservoir
UTM Zone 13N
NAD 1987

Natrona County Parks - Administrative Management Map



Pathfinder Reservoir
Administrative Management Map
Exhibit A
Map 3 of 3
Contract 15-LM-60-2364
Natrona County management includes
lands to the water surface



EXHIBIT B

Environmental Requirements

(a) All actions taking place on Federal property must comply with the National Environmental Policy Act (NEPA) of 1969, and associated laws and regulations as amended. NATRONA COUNTY shall integrate NEPA processes with other planning at the earliest possible time to ensure that planning and decisions, subject to this Agreement, reflect environmental regulations, to avoid delays later in the process and to minimize potential conflicts (40 CFR 1501.2).

(b) Within the scope of this Agreement, actions must be consistent with applicable Federal laws, regulations and Executive Orders, including, but not limited to:

National Environmental Policy Act (P.L. 91-190, 83 Stat. 852)
Endangered Species Act (P.L. 93-205, 16 U.S.C. 1531 et seq.)
Clean Air Act (P.L. 88-206, as amended, 42 U.S.C., 7401 et seq.)
Clean Water Act (P.L. 95-217, 33 U.S.C., 1288 et seq.)
Fish and Wildlife Coordination Act (P.L. 85-624, 16 U.S.C., 661, 662)
Migratory Bird Treaty Act (16 U.S.C. 703-711)
Indian Trust Asset Policy and guidance
National Historic Preservation Act of 1966 (NHPA), as amended
Archaeological Resources Protection Act of 1979 (P.L. 95-95, 93 Stat. 721)
Protection of Historical and Cultural Properties (36 CFR, Part 800)
Safe Drinking Water Act of 1974 (P.L. 93-523; U.S.C. 300, 88 Stat. 1660)
Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (P.L. 96-510)
Off-Road Vehicle Use on Bureau of Reclamation Lands (43 CFR, Part 420)
National Trails System Act (P.L. 95-43, 16 U.S.C. 1241 et seq.)
Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and 95-602)
Resource Conservation and Recovery Act (RCRA) (P.L. 94-580)
Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151-4157, P.L. 90-480)
Uniform Federal Accessibility Standards (UFAS) (49 CFR 31528)
Executive Order 11990, Protection of Wetlands.
Executive Order 11988, Floodplain Management
Executive Order 12898, Guidance for Implementing Indian Sacred Sites
Executive Order 12898, Environmental Justice
Executive Orders 11664 and 11989 for Off-Road Use
Executive Order 12088, Federal Compliance with Pollution Control Standards
Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management

(c) Within the scope of this Agreement, actions must be consistent with the applicable

- a. Resource Management Plan for the area;
- b. RECLAMATION Policies; and

- c. State and Local regulations, when applicable to this Agreement.
- (d) Environmental Documentation. Prior to any action which would modify the environment or change conditions, including recreation/visitor use capacity, NATRONA COUNTY will submit any necessary environmental documentation as directed by RECLAMATION. Environmental documentation is needed if maintenance or other project includes one of the following:
 - a. Ground/Surface disturbance
 - b. Change in capacity
 - c. Change in purpose
 - d. New construction
- (e) RECLAMATION must receive notification in advance of any modifications/project work described above to determine whether environmental documentation is required. No such modification of the environment shall be undertaken without prior written approval of RECLAMATION. Generally, routine maintenance not involving one of these above criteria does not require environmental documentation, however, coordination and communication with RECLAMATION is recommended to ensure full compliance with laws and regulations.
- (f) Selecting the appropriate level of environmental documentation. Consultation with RECLAMATION at the earliest planning stages and throughout the planning process is necessary to ensure the appropriate level of environmental documentation and to avoid unnecessary delay. NATRONA COUNTY will analyze the project as a whole; the evaluations should not be compartmentalized.
- (g) NATRONA COUNTY shall correct any pollution of soil, air, or water, and deterioration of resources caused by NATRONA COUNTY resulting from exercise of the privileges granted in accordance with rules, regulations and directives of the Secretary of the Interior and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.
- (h) NATRONA COUNTY shall comply with all provisions of Federal and State pesticide laws and amendments. Further, in the use of all pesticides on lands owned by the United States, NATRONA COUNTY shall submit a Pesticide Use Proposal for such use annually and shall obtain prior written approval of the United States before implementing said plans or have an approved Integrated Pest Management Plan in place.
- (i) Environmental Management Systems. In accordance with Reclamation Manual Directives and Standards ENV P05 (The Bureau of RECLAMATION's Commitment to Environmental Stewardship), NATRONA COUNTY will implement actions that collectively work to promote sustainable practices, waste reduction and pollution prevention. Examples of activities and/or programs that promote sustainable practices may include, but are not limited to, recycling programs, 'green purchasing' programs and water use efficiency. .

- (j) In accordance with Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, cultural resources will be given full consideration in any proposed actions initiated by NATRONA COUNTY beyond those approved in existing plans and documents. Archaeological, historical, and paleontological sites that may be impacted will be adequately mitigated prior to any development. If during construction or development cultural resources are exposed, the site and surrounding area will be left undisturbed. The State Historic Preservation Office (SHPO) and the United States, Bureau of RECLAMATION will be notified immediately. RECLAMATION will conduct NHPA Section 106 Consultation with the SHPO and Advisory Council on Historic Preservation prior to authorizing such proposed action, construction, or development as required. Accordingly, NATRONA COUNTY will provide RECLAMATION with copies of any cultural resource reports concerning identified sites for NHPA Section 106 Consultation purposes.

No surface disturbance operations can proceed until the requirements of this article have been met.

RECLAMATION shall require the following provisions to be included in all construction contracts issued by NATRONA COUNTY.

- a. General. Federal legislation provides for the resources that may be impacted or altered as a result of any Federal project, activity, or program or Federally licensed or assisted project, activity or program.
- b. Discovery of Resources. Should NATRONA COUNTY, its employees or assigns; or Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, NATRONA COUNTY and/or their Contractor shall immediately cease work at that location and provide oral notification to the Contracting Officer, giving location and nature of the findings. NATRONA COUNTY and/or their Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.
 - i. If a cultural resource is determined by RECLAMATION to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.
 - ii. If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The RECLAMATION office will supply the name and

phone number of the tribal official. This information also can be obtained at <<http://web.cast.uark.edu/other/nps/nacd>>.)

- iii. The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by RECLAMATION. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.
- c. Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.
- d. Approval of the Use Areas and Borrow Sources. If NATRONA COUNTY or their Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, NATRONA COUNTY or their Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. NATRONA COUNTY or their Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.
- e. Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.
- f. Subcontractors. NATRONA COUNTY or their Contractor shall insert these cultural procedure clauses contained in Exhibit B, Section J, related to Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, in all subcontracts that involve performance of work on job site terrain.
- g. Cost. Except as provided in subsection e (Compensation for Delays) of this section above, the cost of complying with this contract clause shall be including the prices offered in the schedule for other items of work.
- h. Government Access. NATRONA COUNTY's or their Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.
- i. Definitions.
 - i. Cultural Items: as defined by NAGPRA include Native American human remains funerary objects, sacred objects and objects of cultural patrimony.
 - ii. Cultural Resources: a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

- iii. **Funerary Objects:** means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
- iv. **Human Remains:** means the physical remains of the body of a person.
- v. **Native American:** means of, or relating to, a tribe, people, or culture that is indigenous to the United States.
- vi. **Sacred Objects:** means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
- vii. **Objects of Cultural Patrimony:** means Native American items having ongoing historical, traditional or cultural importance central to the Indian Tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

(k) The activities carried out under this Agreement will fully comply with the Endangered Species Act of 1974.

EXHIBIT C EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, NATRONA COUNTY agrees as follows:

- (a) NATRONA COUNTY will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. NATRONA COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The NATRONA COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) NATRONA COUNTY will, in all solicitations or advertisements for employees placed by or in behalf of the NATRONA COUNTY state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex or national origin.
- (c) NATRONA COUNTY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of NATRONA COUNTY's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) NATRONA COUNTY will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The NATRONA COUNTY will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of NATRONA COUNTY's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and NATRONA COUNTY may be declared ineligible for further government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies involved as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) NATRONA COUNTY will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders by the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so

that such provisions will be binding upon each subcontractor or vendor. NATRONA COUNTY will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event NATRONA COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, NATRONA COUNTY may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF NONSEGREGATED FACILITIES

- (a) The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom, or otherwise. NATRONA COUNTY certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. NATRONA COUNTY agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this agreement. NATRONA COUNTY agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT D
TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) NATRONA COUNTY agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964, (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which NATRONA COUNTY receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to NATRONA COUNTY by the United States, this assurance obligates NATRONA COUNTY, and in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any property is so provided, this assurance obligates NATRONA COUNTY for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates NATRONA COUNTY for the period during which the Federal financial assistance is extended to it by the United States.

- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to NATRONA COUNTY by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. NATRONA COUNTY recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on NATRONA COUNTY, its successors, transferees, and assignees.

EXHIBIT E
NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

- (a) Nonexpendable government property is equipment which is complete in and of itself and does not ordinarily lose its identity or become a component part of another piece of equipment when put into use. Nonexpendable Government property includes the following:
- a. Any single item, having a useful life of one year or more, which is acquired at a cost of, or valued at \$5,000.00 or more;
 - b. Sensitive items identified in Part (e), below, regardless of acquisition cost;
 - c. All office furnishings and furniture.
- (b) For each item of nonexpendable United States' property, NATRONA COUNTY is required to maintain an individual item record which will adequately satisfy the requirements set forth in Article 18 of this Agreement. In establishing and maintaining control over United States' property, NATRONA COUNTY will include, at the minimum, the following information in their property accounting system:
- a. Contract number
 - b. Name of item
 - c. Manufacturer's name
 - d. Manufacturer's model number
 - e. Manufacturer's serial number
 - f. Acquisition document reference and date
 - g. Guarantee and warranty lapse date
 - h. Location
 - i. Unit Price
- (c) Accessory and component equipment that is attached to, part of, or acquired for use with a specific item or equipment, must be recorded on the record of the basic item. Any accessory or component item that is not attached to, part of, or acquired for use with a specific item of equipment must be recorded separately. Useable accessory or component items that are permanently removed from items of Government property must also be separately recorded.
- (d) The unit price of each item of government property must be contained in NATRONA COUNTY's property control system. NATRONA COUNTY's quantitative inventory record must contain the unit prices. The supplementary records containing this information must be identified and recognized as a part of the unit price of the item (less discount).
- (e) Firearms, museum property, motor vehicles and heavy equipment are sensitive items of nonexpendable property which shall be included in NATRONA COUNTY's property accountability system, even if the original acquisition cost is under \$5,000.00.

Casper Boat Club

Alcova Lake
Natrona County, Wyoming

Exhibit F

Located in and being portions of the SESE of Section 26 and
NENE of Section 33; and NWNW of Section 34
in T30N R83W of the 6th Principal Meridian,
Natrona County, Wyoming.

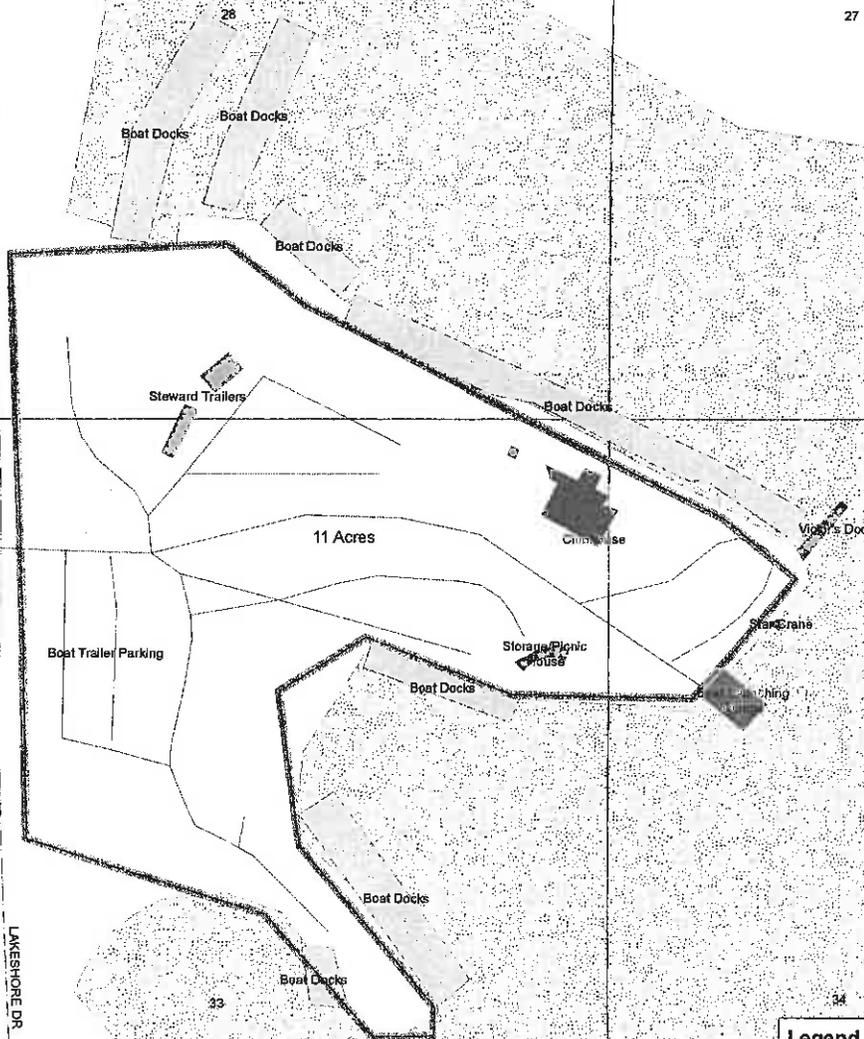


LAKEVIEW RD

LAKESHORE DR

T
30
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30
N



11 Acres

Boat Trailer Parking

Clubhouse

Storage Picnic House

Star Crane

Victor's Dock

Boat Docks

33

34

LAKESHORE DR



Legend	
	Roads
	Boat Club Boundary 11 Ac
	Boat Docks
	Boat Launching Ramps
	Clubhouse
	Star Crane
	Steward Trailer
	Storage Picnic House
	Storage Shed
	Victor's Dock
	Alcova Lake
	Allquot
	Section

Map projection: NAD 83 State Plane Wyoming East Central

Disclaimer:
The information that is supplied by the Natrona County Geographic Information Systems (NGGIS) department is public information and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of Natrona County Government. NGGIS will not be held liable as to the validity, correctness, accuracy, completeness, and/or reliability of this data. NGGIS furthermore assumes no liability whatsoever with the use or misuse of this public data.

Map Replication:
Natrona County makes published maps available as a public service. The County grants the Recipient the right to duplicate the map for their personal or business' internal use and to use the map as a source for which to create electronic data, digital maps, or other paper maps. Any hardcopy maps or published data derived from this map shall clearly indicate their source with the following citation: "Exhibit F (title of map), dated 12-18-15 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product. Natrona County assumes no responsibility for the completeness or accuracy of the data contained within." If the Recipient has modified the information contained within the map in any way, the Recipient is obligated to note the types of modifications that have been performed. The Recipient specifically agrees not to misrepresent the information contained within the map, nor to imply that the County has approved any changes made by the Recipient.

R 83 W

Prepared by:
Natrona County GIS
December 18, 2015

Casper Waterski Club

Alcova Lake
Natrona County, Wyoming

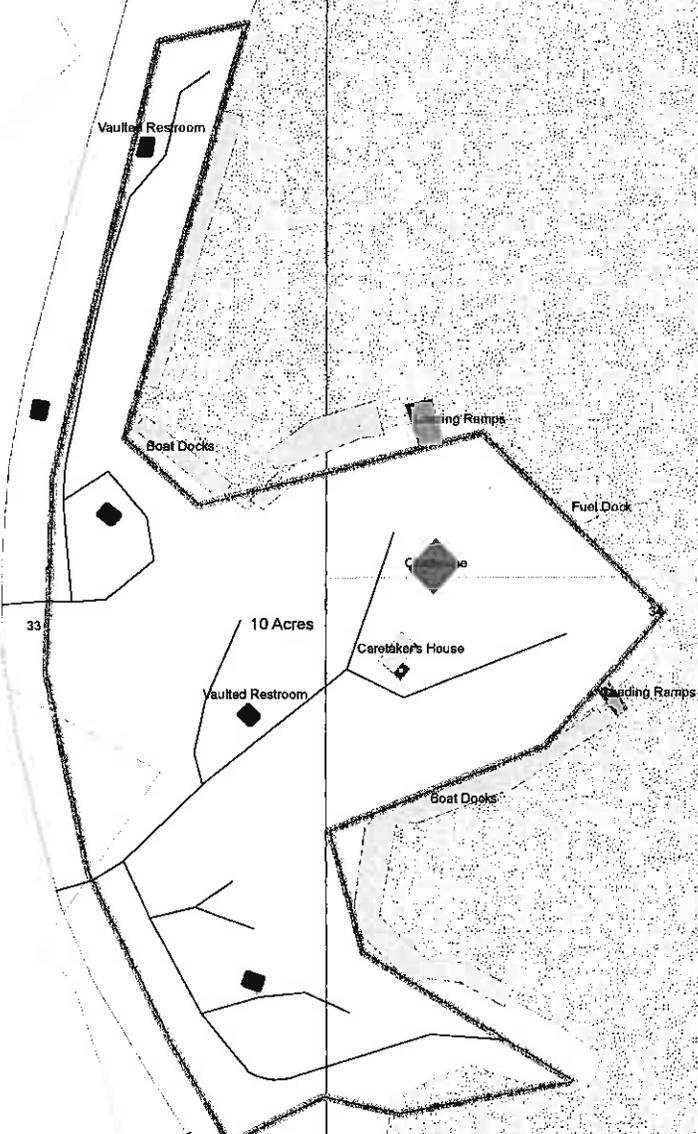
Located in and being portions of E1/2 SE1/4 of Section 33
and the W1/2 SW1/4 of Section 34
in T30N R83W of the 6th Principal Meridian,
Natrona County, Wyoming

Exhibit G



T
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Map projection: NAD 83 State Plane Wyoming East Central

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R 83 W

Legend

- Roads
- Waterski Club Boundary 10 Ac
- Boat Docks
- Caretaker's House
- Clubhouse
- Fuel Dock
- Loading Ramps
- Storage Shed
- Vaulted Restroom
- Alcova Lake
- Section
- Aliquot

Prepared by:
Natrona County GIS
December 17, 2015



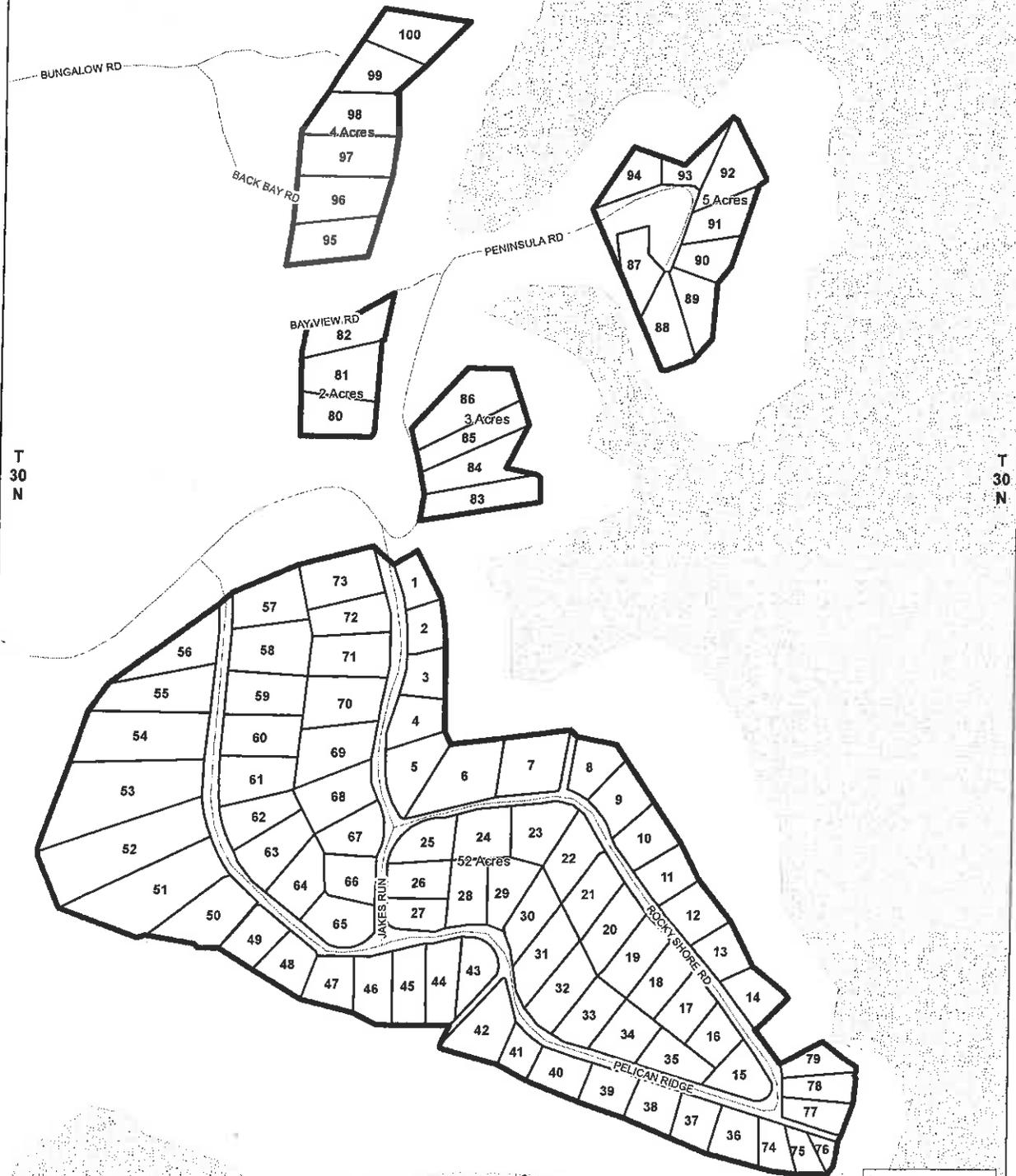
Alcova Cabin Sites

Alcova Lake
Natrona County, Wyoming

Exhibit H



Located in and being portions of the SWSE of Section 23 and
NE, Lot 2; Lot 3; NWSE; and NESE of Section 26
in T30N R83W of the 8th Principal Meridian,
Natrona County, Wyoming.



T
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Map projection: NAD 83 State Plane Wyoming East Central

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Legend

- Roads
- Cabin Sites 66 Acres
- Township
- Section
- Aliquot
- Alcova

Prepared by:
Natrona County GIS
December 17, 2015

R 83 W



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

FEBRUARY 2, 2016

Planning Commission Recommendations

- 1. Planning Commission Recommendation: Approve**
CUP15-6 – Request for approval of a Conditional Use Permit to allow the construction of an approximately 195 foot lattice guyed tower, together with equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link).
- 2. Planning Commission Recommendation: Deny**
CUP15-7 – Request for approval of a Conditional Use Permit to allow Light Agriculture at the applicants' property located at 4068 Monument.
- 3. Planning Commission Recommendation: Approve**
PS15-22 - Request for approval of the final plat for Horse Ranch Acres Major Subdivision, consisting of 9 lots and 117 acres.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION January 12, 2016

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

MEMBERS ABSENT: Bob Bailey

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 Davis seconded a motion to approve the December 8, 2015 meeting minutes.

Motion carried unanimously.

ITEM 2

Chairman Wright opened the public hearing **CUP15-6** – A request by Bridger Wireless, represented by Darren Hunter of Centerline Solutions for a Conditional Use Permit to allow construction of an approximately 195 foot lattice guyed tower, together with equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link) on a 100' X 100' leased area from Daniel and Thomas O'Brien located in the NW/4 of the SW/4 of Section 19, Township 38 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 27501 US I-25.

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

Darren Hunter, Golden, Colorado

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

Speaking in opposition – None

Public hearing closed

Brown moved approval of CUP15-6; a Conditional Use Permit to allow construction and operation of an approximately one hundred ninety five (195) foot lattice guyed tower, 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. Contingent on approval from the Department of Transportation on setbacks. Davis seconds the motion. Motion carries unanimously.

ITEM 3

Chairman Wright opened the public hearing **CUP15-7** – A request by John and Maria Antonovich for a Conditional Use Permit to allow Light Agriculture in the Urban Residential Zoning District, located in portions of the SE/4 of the SW/4 of Section 22, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 4068 Monument.

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

Member Davis recused himself from this item and went to sit in the audience.

Public hearing opened

Those speaking in favor – Maria Antonovich, Linda Bergeron, Judy Jones, all from Casper

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

Those speaking in opposition –Kathy Allison-Walter, Jim Leslie, Richard Rogers, Anna Kinder, Gail Leslie, all from Casper

Public hearing closed

More Discussion between Planning Commission, and Staff

Hutchinson moved to denial of CUP15-7, a Conditional Use Permit (CUP) to allow Light Agriculture in the Urban Residential Zoning District based on the findings of

fact that it does change/alter the character of the neighborhood area. Hutchinson seconded the motion.

Motion carries unanimously.

ITEM 4

Chairman Wright opened the public hearing **CUP15-8** – A request by Central Wyoming Regional Water System JPB (CWRWSJPB) for a Conditional Use Permit to allow the construction of an elevated 160' water storage tank (after the demolition of the existing water tank) in the SR-1 zoning district located in portions of the SW/4 of the SW/4 of Section 28, Township 34 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The property is addressed as 8248 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, 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 – Jason Knopp, Barry Venn, Marlin Holmquist, Mike Hendershot, Bob Fawcett, all from Casper

Discussion between Planning Commission and the Applicant

Those speaking opposition Craig Kidder, Ron Kidder, Leslie Vogel, Marie Magrum, Greg Coffey, Brian Anderson, all from Casper.

More discussion between Planning Commission and the Applicant.

Public hearing closed

Brown moved to table CUP15-8, A Conditional Use Permit to allow the construction of an elevated 160' water storage tank, until the February 9, 2016 to allow the applicant time to prepare an comparison on sites 4 & 5. Davis seconded the motion. Motion carries unanimously.

**Adjourn for a 10-minute break at 7:40 pm.
Meeting called back to order at 7:50 pm.**

ITEM 5

Chairman Wright opening the public hearing **PS15-22** – A request by Horse Ranch Enterprises, LLC (Developer) for approval of the Final Plat for the Horse Ranch Acres Subdivision, a 9-lot Major Subdivision comprised of approximately 117 acres in portions of Section 8 & 17, Township 33 North, Range 80 West of the 6th Principal Meridian,

Natrona County, Wyoming. The parcels are located at the south end of Eight Mile Road.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval or denial of the requested Horse Ranch Acres Major Subdivision, 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 Commission and Staff.

Public hearing open

Those speaking in favor – Lisa Burrige, Jason Lewis, Bill Ferringer, Jerry Cook, and Judy Jones, all from Casper.

Those speaking in opposition – Paula Thoroughman, Bonnie Wasserburger, both from Casper.

Public hearing closed

Brown moved approval of PS15-22 the requested Horse Ranch Acres a Major Subdivision, as they have met all the criteria for a major subdivision, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof. Hutchinson seconded the motion.

Motion carries unanimously.

ITEM 6

Chairman Wright stated that the public comment portion of this meeting was now over the remaining items would be between the board and client only. We will discuss each item one at a time with this reminder that we will only be discuss events that are from December 7, 2015 till today.

Annell Grant is appealing the Code Enforcement violations that Code Enforcement Officer Wayne Laing notified her of.

Ms. Grant handed out a packet to the Planning and Zoning Commissioners to review.

Gutierrez presented Violation #1 - Property owner can live in a motor or mobile home on the property. A contract for deed does not make you the property owner.

Grant stated that a ruling in 2004 by the Supreme Court that she is an equitable owner in the property.

Some discussion between the Planning Commissioners, Staff, and the Appellant.

Gutierrez presented Violation #2 – Placing accessory building on the property (currently there are 8 RV's and 5 campers).

Discussion between the Planning Commission, Staff, and the Appellant.

Chairman Wright stated lets go through all of them and then come back and decide if there is a violation or not.

Gutierrez presented Violation #3 – Unpermitted mobile homes on the property (currently there are 2 mobile homes).

Discussion between the Planning Commission, Staff, and the Appellant.

Gutierrez presented Violation #4 – Running an animal shelter in the Ranching, Mining Agriculture zoning district. This is not a permitted or a conditional use as the primary use of the property. Ms. Grant does not have any permits for any permanent type structure.

Discussion between the Planning Commission, Staff, and the Appellant.

Gutierrez presented Violation #5 – The use of unpermitted "man camps" on the property. Ms. Grant was told previously that the man camps would not be allowed on the property as an accessory structure as there is no primary use stated.

Discussion between the Planning Commission, Staff, and the Appellant.

Gutierrez presented Violation #6 – The manner in which the animal and human waste is being disposed of is not approved by the Health Department due to ground water contamination and should be addressed by Wyoming Department of Environmental Quality.

Discussion between the Planning Commission, Staff, and the Appellant.

Gutierrez presented Violation #7 and #8 – the failure to keep materials, debris, waste, refuse, or garbage properly contained. And the storage stacking or arrangement of material or equipment in a manner that forms a haven for rats, mice, skunks or other vermin or constitutes a fire hazard to inhabited building or adjacent property.

Discussion between the Planning Commission, Staff, and the Appellant.

Gutierrez presented Violation #9 - Failure to comply with any law or rule regarding sanitation and health. There is not a septic system on this property and waste is being stored in a 55-gallon bucket that is brought to town and dumped. Health department response – transporting human waste to town for disposal in 55-gallon drums is not permitted.

Planning Commissioners decided to start at #9 and go backwards on voting.

Brown moved that #9 was a violation Hutchinson seconded the motion. Motion carried unanimously.

Brown moved that #8 was in violation Hutchinson seconded the motion. Vote was two (Brown and Hutchison) in violation and 1 (Davis) not in violation.

Brown moved that #7 was not in violation Hutchinson seconded the motion. Motion carried unanimously.

Hutchinson moved that #6 was not in violation Davis seconded the motion. Motion carried unanimously.

Brown moved that #5 was in violation Davis seconded the motion. Vote was two (Brown and Davis) for violation, and 1 (Hutchinson) not in violation.

Davis moved that #4 was in violation, Brown seconded the motion. Vote was two (Davis and Hutchinson) for violation, and one (Brown) not in violation.

Davis moved that #3 was not violation Brown seconded the motion. Motion carried unanimously.

Hutchinson moved that #2 was in violation, Brown seconded the motion. Motion carried unanimously.

Brown moved that #1 was in violation Hutchinson seconded the motion. Motion carried unanimously.

Closing remarks

Ms. Grant was found to have 6 violations on her property, the fire area or burn pit is a violation of the fire department. Ms. Grant has not contacted the WDEQ about the ways to handle the waste issues. Gutierrez stated that if Ms. Grant came in to the building department to obtain the demolition permits that he would waive the fees associated with them. It was a consensus of the Board that the sewage and unpermitted buildings were the main issues.

ITEM 7

Chairman Wright asked for a motion to accept the Planning and Zoning meeting calendar for the next year.

Brown moved to accept the calendar, Davis second the motion. Motion carried unanimously.

Adjournment @ 9:55 pm

Harold Wright, Chairman
Natrona County Planning and Zoning Commission

Renea Vitto
Natrona County Clerk

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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: January 25, 2016

CUP15-7 – Request for approval of a Conditional Use Permit to allow Light Agriculture at the applicants property located at 4068 Monument.

cc: County Attorney, File

The following items have been updated since the December 17, 2015 Staff Report that was provided to the Planning and Zoning Commission for their January 12, 2016 meeting. The applicant has provided the following:

- Applicant submitted a letter in regards to the time that she would like the horses to be on her property.
- One additional comment in opposition has been received.

received
12-30-15

December 30, 2015

This document is to be added to Maria Antonovich's Conditional Use Permit (CUP) Application.

I am seeking the permit to have the freedom to bring my horse and a miniature horse to my house through out the summer months.

I would like to be able to bring them out no earlier then June 1st and have them off my property no later then October 1st. I have no desire to keep them at my property year round.

I currently board my horse at Reach 4 A Star Riding Academy. I am a year round volunteer at the academy. This then provides me with the needs to ride and board my horses when they are not on my property.

Through the summer months however, the horses would be on my property most of the time; with the occasional time away from my property due to the horses volunteering at Reach 4 A Star.

If my CUP is accepted, the building of the small barn, turn out area and privacy fence will begin in Spring. Being ready by June 1st. These additions to my property will allow more enclosure and privacy for my horses.

Natrona County Development Department

200 North Center Street, Room 202

Casper, WY 82601

CUP15-7 John & Maria Antonovich

To whom it may concern:

I am in receipt of your Notice of Public Hearing on the above referenced matter, CUP15-7.

I object to this proposed Conditional Use Permit for the Antonovich property located at 4068 Monument Road.

My reasons outlined below:

1. This is a rural residential area with small acreages. There is no room now, or in the future for farm animals.
2. Farm animals take an enormous amount of food, water and care. I object, as you should as well, to any farm animal being contained in an area that is +/- 1 full acre.
3. I personally grew up on ranch/small acreage. We had horses, cows, goats and chickens. We never confined them to an area less than 5 acres per horse. As good animal stewards, we had plenty of irrigated acreage and good grass. We still found it necessary to supplemental feed these horses on a daily basis. We also provided all animals shelter from the elements. Does this landowner plan to erect any sort of shelter from the Wyoming winter? Upon a site inspection of the property, there is little room for
4. In today's Real Estate market, there are numerous small acreages currently for lease as well as for sale to not only keep and care for farm animals, but, provide good quality and abundant forage and shelter for these animals.

In closing, this request by the Antonovichs' is not warranted. The Red Butte and Pursel Land Districts are a very small community. In order to maintain this small community of Residential properties, it is imperative that the Natrona County Development Department implement sound land use planning policies to protect and enhance the quality of life for the present and future homeowners in this area that number in excess of 50 families.

I have also enclosed a picture from an existing property where horses are currently kept. This is a very unsightly area. I do not wish to see this happen in my neighborhood.

9

Respectfully,

Jon Kinder

6943 Sharrock Road

Casper, WY 82064





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: January 13, 2016

RE: CUP15-7 – Request for approval of a Conditional Use Permit to allow Light Agriculture at the applicants' property located at 4068 Monument.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Deny

At its January 12, 2016 meeting the Planning and Zoning Commission acted unanimously to recommend denial of the Conditional Use Permit for light agriculture at 4068 Monument by the Board of County Commissioners. Planning Commissions' finding of fact is that the addition of Light Agriculture in this area would change the character of the neighborhood.
(Motion passed by 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 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>John & Maria Antonovich</u> | Name: <u>John & Maria Antonovich</u> |
| 2. Address: <u>4068 Monument Rd</u> | Address: <u>4068 Monument Rd</u> |
| 3. Phone: <u>262-2003</u> | Phone: <u>262-2003</u> |
| 4. Explain why you are requesting this conditional use permit and detail the proposed use:
<u>Light Agriculture on our residential property. 1-2 horses.</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, township and range). <u>SE 241 23 20</u> | |
| 6. Current zoning of property: _____ | |
| 7. Type of sewage disposal: Public <input type="checkbox"/> Septic <input checked="" type="checkbox"/> Holding Tank <input type="checkbox"/> Other <input type="checkbox"/> | |
| 8. Source of water: <u>well</u> | |
| 9. This property was purchased from: <u>Private Seller, Jerry Woodward</u> | |
| 10. The date this property was purchased: <u>October 1998</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: 11-13-15
(Signature)

Print Applicant Name: Maria J Antonaich

Owner:  Date: 11-13-15
(Signature)

Print Owner Name: Maria J Antonaich

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

No. Use of our property for light agriculture will result in no change to our use or need for county services such as law enforcement or emergency personnel. Our use of these county services would not be above or beyond the needs of us as residents.

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

No. Use of our property for light agriculture will not result in any additional traffic issues, parking issues or population density issues.

As for the environmental aspect of our light agriculture needs we have completed the required Erosion Control Plan and will implement it accordingly.

The removal of manure from the two horses is very simple and will not cause any undo stress to the environment or the neighbors.

August 31, 2015-October 19,2015 I had the permission from my surrounding neighbors to bring my two mares to my home. I have a full size horse and a miniature horse. The visiting horses did not cause any disturbances to my neighbors, the mares actually brought some joy to my neighbors' and we had them visit with their grandchildren a few times.

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

No. We have carefully selected the area on our property where it would not be in sight of or to close to any of the neighbors. This was the area that we used for the six weeks that the horses were on our property. One would have to know from us that there were horses on our property due to the lack of visual. The placement of our small barn structure and turn out area would not be an interference to any of our neighbors visual of the sunsets or sunrises. We would be placed on the west side of our property between our shop and our west neighbors east side of their property, which they have to make a special effort to come and see our horses. The north end of our shop we will be putting up a privacy fence running east to west. This will provide a no visual from Riverside Drive Road.

Our property will have safe and secure fencing in which the animals could not escape the property. The horses will not roam freely on the property. The manure removal part of this is very simple and not a problem (as it was proven in the six weeks I had the horses here) insect control again is very easy as I will be using the Spalding Fly Predators, and my horses will only be fed the highest quality of hay that I can purchase.

I have visited several urban horse farms. Some that had 2-4 horses and one in particular that housed 15 lesson horses. This particular urban horse farm was on the corner of a very busy intersection in Scottsdale Arizona. I had taken riding lessons there while on vacation three years ago. The farm was beautiful. It sat on 2.5 acres and had an impeccable manure/insect procedure that was noteworthy for sure! Of course there have been urban horse farms that I have visited in which I was not impressed with the run down look of the property and its surrounding grounds. It completely rests upon the owner and the seriousness of maintaining the property. I am serious, I am determined.

If at any point my neighbors begin to have issues with my property conditions, I will understand and move my horses to another stable.

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

No. As described above all the necessary measures will be taken and lived out daily. Of course there is always the potential of a situation to arise. However in the six weeks that the mares were living out here we had no problems other then lack of shelter. The mares were housed in a very large round pen that lacked a

covering for them during the two times it rained. I was able to take my mares for walks around the neighborhood and I had only positive interactions with those who live in the Red Butte area and also the Moon Beam area. Taking my full size mare for a ride around the neighborhood was also a positive experience. It is not unusual to see horses being ridden in our neighborhood.

CONDITIONAL USE PERMIT REQUEST
TO ALLOW
LIGHT AGRICULTURE IN THE URBAN RESIDENTIAL ZONING DISTRICT

CUP15-7

STAFF REPORT: Trish Chavis
December 28, 2015

For

January 12, 2016
Planning and Zoning Commission

And

February 2, 2016
Board of County Commissioner Meeting

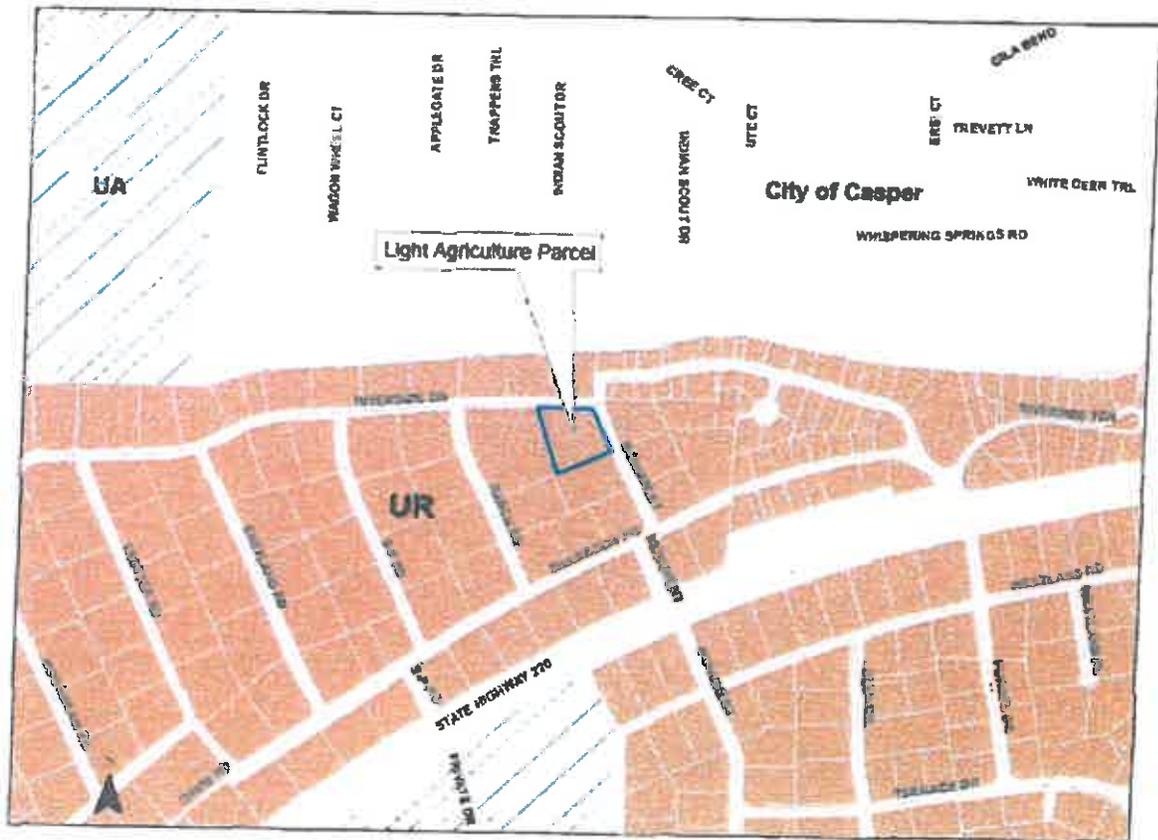
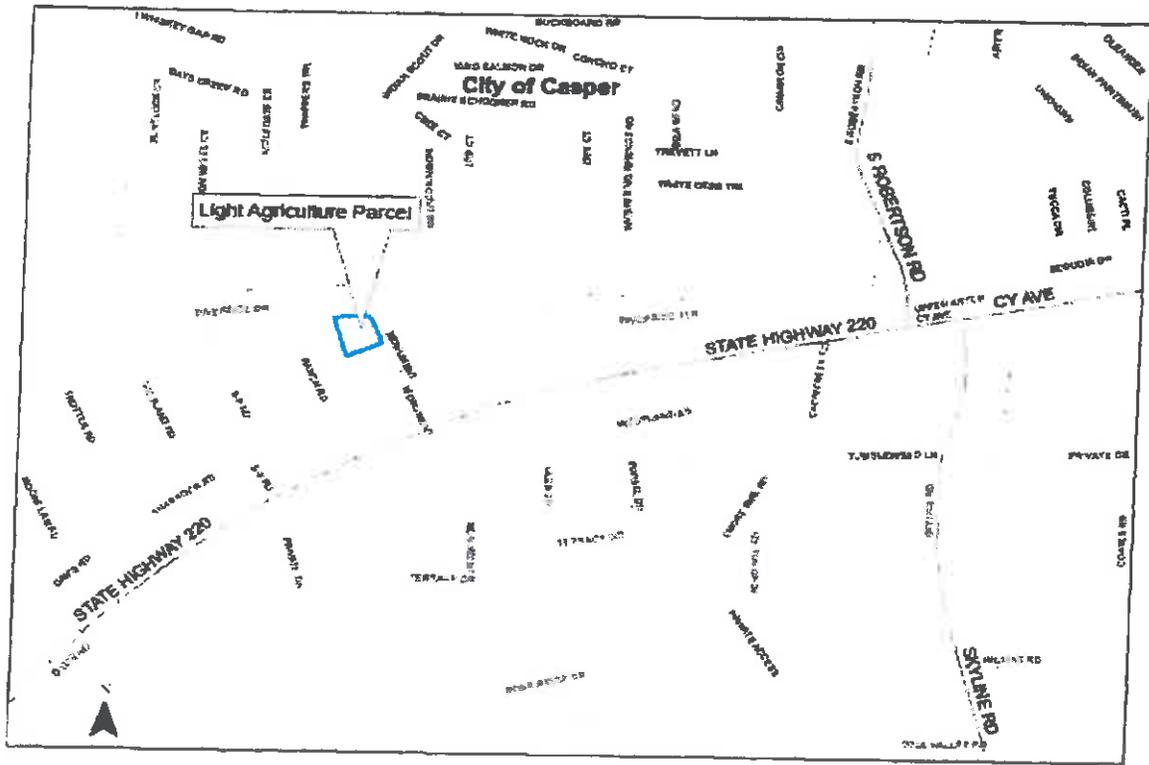
APPLICANT: John & Maria Antonovich (Owners)

REQUEST: Conditional Use Permit to allow Light Agriculture in the Urban Residential Zoning District.

BACKGROUND

The applicant is proposing to shelter horses on their Monument Road property in the Urban Residential zoning district. The Light Agriculture land use, keeping of horses and potential 4-H projects, as well as raising of livestock and food animals, is a conditional land use in this district and requires obtaining an approved conditional use permit.

From August 31, 2015 to October 19, 2015 the applicant, with approval from neighbors, brought their full size and miniature size horse to the property for a trial period. Maria set up disposal methods for the manure and had it removed weekly. If approved, the applicant plans on hiring a contractor to do the dirt work to create a dust free and non-toxic method of reducing erosion. The applicant will also have a lean-to built and buy the highest quality of feed.



GENERAL STANDARDS
FOR
CONDITIONAL USE PERMITS

Conditional Use Permit to allow Light Agriculture at 4068 Monument Road.

Criteria for Approval

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

Proposed finding of fact: Applicants' use of their property for Light Agriculture will result in no change or need for additional county services.

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

Applicants' position is that, despite the relatively small tract, the light agriculture land use will not result in additional traffic, parking needs, population density or environmental problems. The applicant has completed the required Erosion Control Plan and will implement it accordingly. Applicant has also contacted a contractor to perform dirt work for the turn-out area by tilling and replacing the dirt with arena type dirt/sand. The applicants have considered needs for manure removal and have a plan for temporary storage and removal. Any hay used for feeding horses will be certified high quality feed to prevent the establishment of new weed infestations.

Proposed finding if fact: Applicants' use of their property for Light Agriculture will not cause undue traffic, parking, population density or environmental problems. The Health Department has no concerns with this Conditional Use Permit.

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

Applicants' have spoken with adjacent neighbors and have considered placement of light agriculture on their property, distance from neighbors' homes and visual affect from these placements. The applicants' will be building a lean-to and a turn-out area for the horses as well as placing a solid fence at the front of the property. The horses will not roam freely and be contained to the designated area unless supervised by the applicants. The applicant has stated that at any point the neighbors begin to have issues with the property conditions, the horses would be moved to another stable.

Proposed finding of fact: The placement of the horses will be in the least visual intrusive spot on the property and should not impair use of adjacent properties. The addition of Light Agriculture could possibly alter the character of the neighborhood.

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?

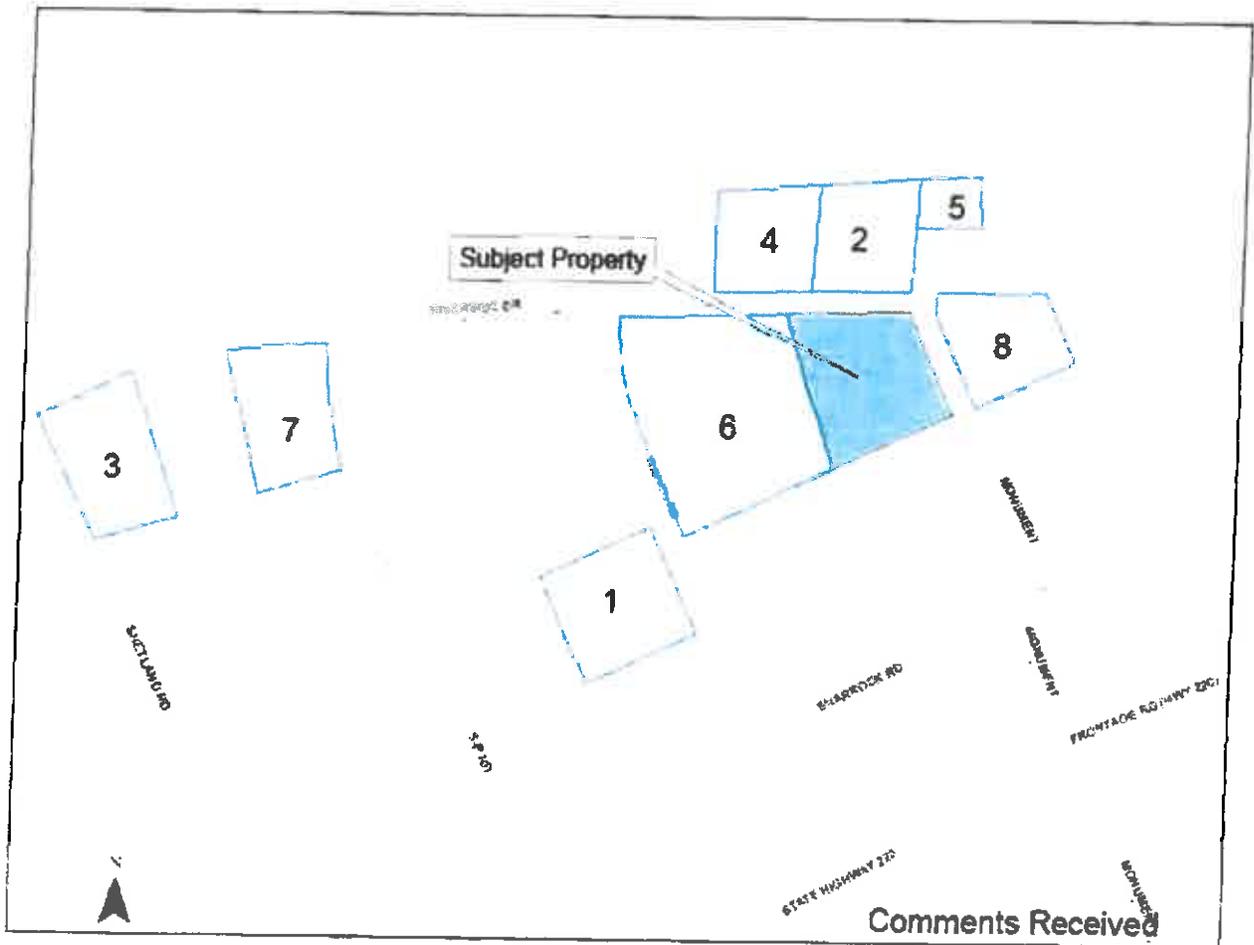
Proposed finding of fact: Implementation of plans for erosion control and manure management serves to lessen the impact on public health. The building and fence will be constructed by a contractor licensed with Natrona County, to ensure that public safety and welfare will not be in question. The Health Department sees no public health concerns.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval or denial 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 on this staff report eight (8) comments in opposition has been received.



Riverside Drive

S89°54'00"W - 255.71'

MONUMENT ROAD

N23°29'00"W - 226.86'

2
3
9

GAS METER

ASPHALT DRIVE

WALK

EXISTING HOUSE

DECK

PATIO

EXISTING GARAGE/SHOP

SEPTIC TANK

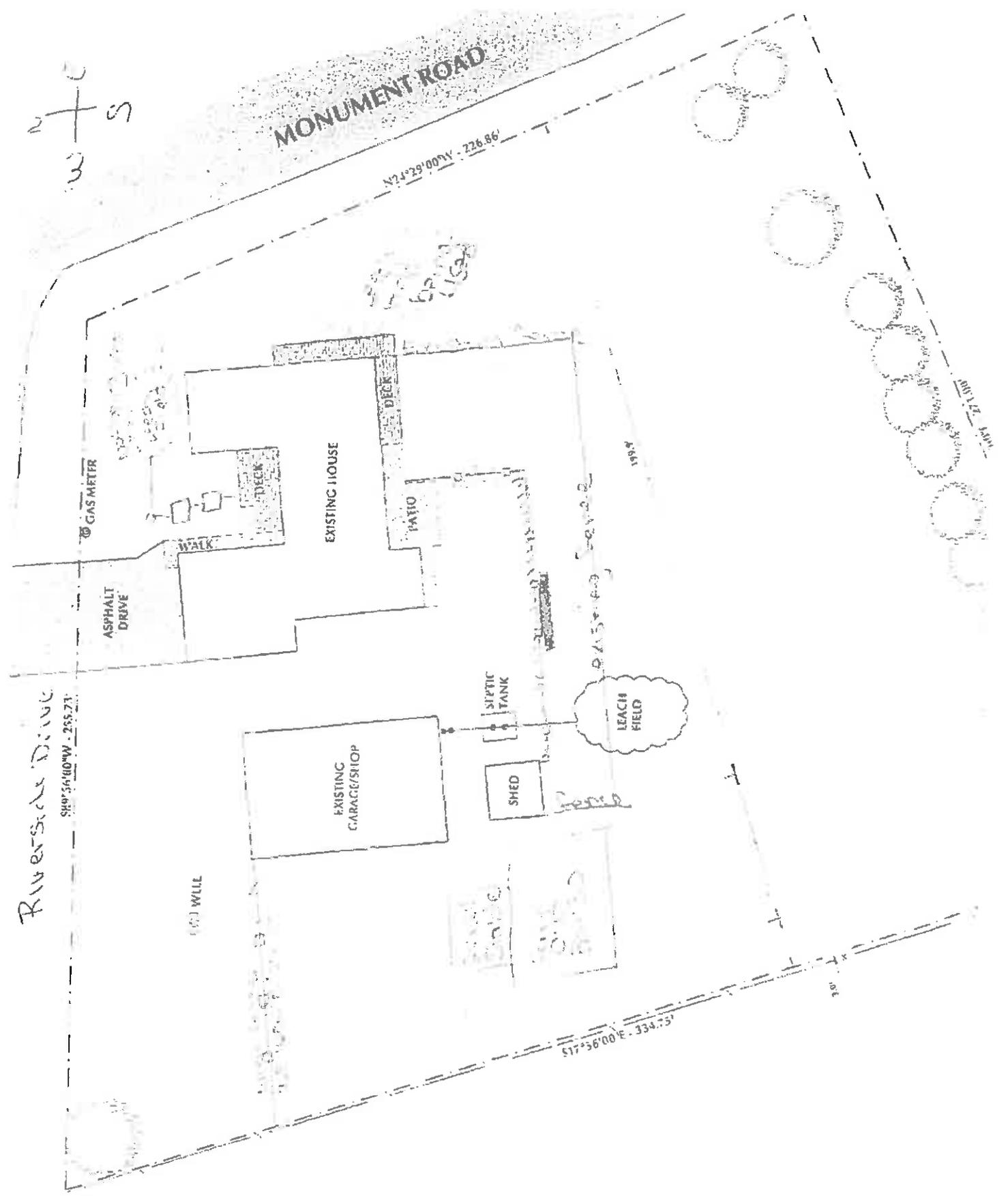
SHED

LEACH FIELD

(C) W/LL

S17°56'00"E - 334.75'

APR 12, 2011



Trish Chavis

From: Ruth Heald <rheald@cnchd.org>
Sent: Monday, December 14, 2015 11:31 AM
To: Trish Chavis
Subject: Re: CUP for Horses 4068 Monument

Hi Trish

From the information we have in our files the neighbor's well is approximately 100 feet from the property line so there are no public health concerns.

On Mon, Dec 14, 2015 at 9:22 AM, Trish Chavis <tchavis@natronacounty-wy.gov> wrote:

Ruth-

We have an application to allow 2 horses at this location. I have attached a site plan and vicinity. Can you review and let me know if you have any comments or concerns?

Thank you,

Trish Chavis, Planner

Natrona County Development Department

500 N. Center St., Ste. 207

Casper, WY 82601

[307.235.9338](tel:3072359338)

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.



West side of property looking south. Horses will be in this area, fenced from view.



South on Monument

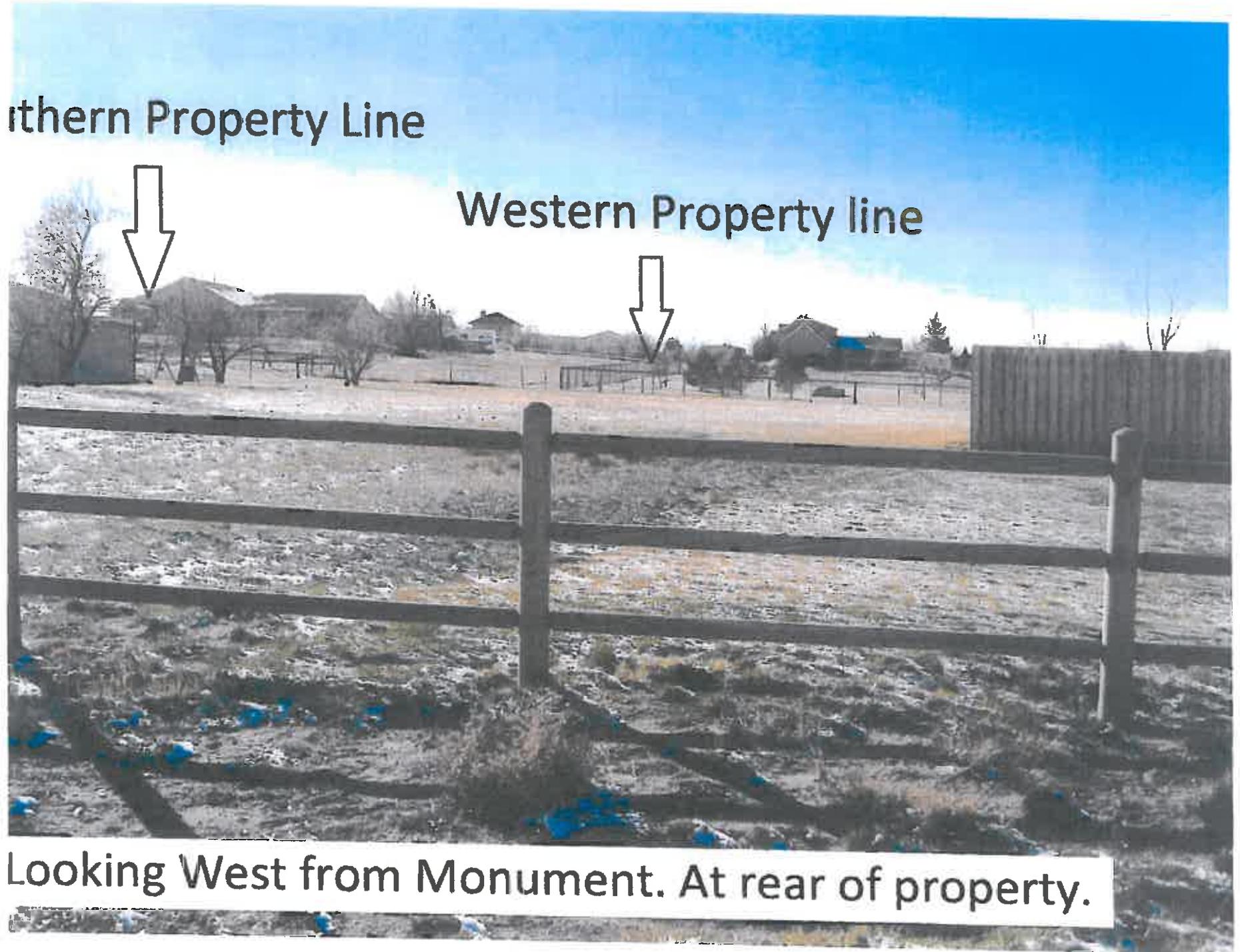
Northern Property Line



Western Property line



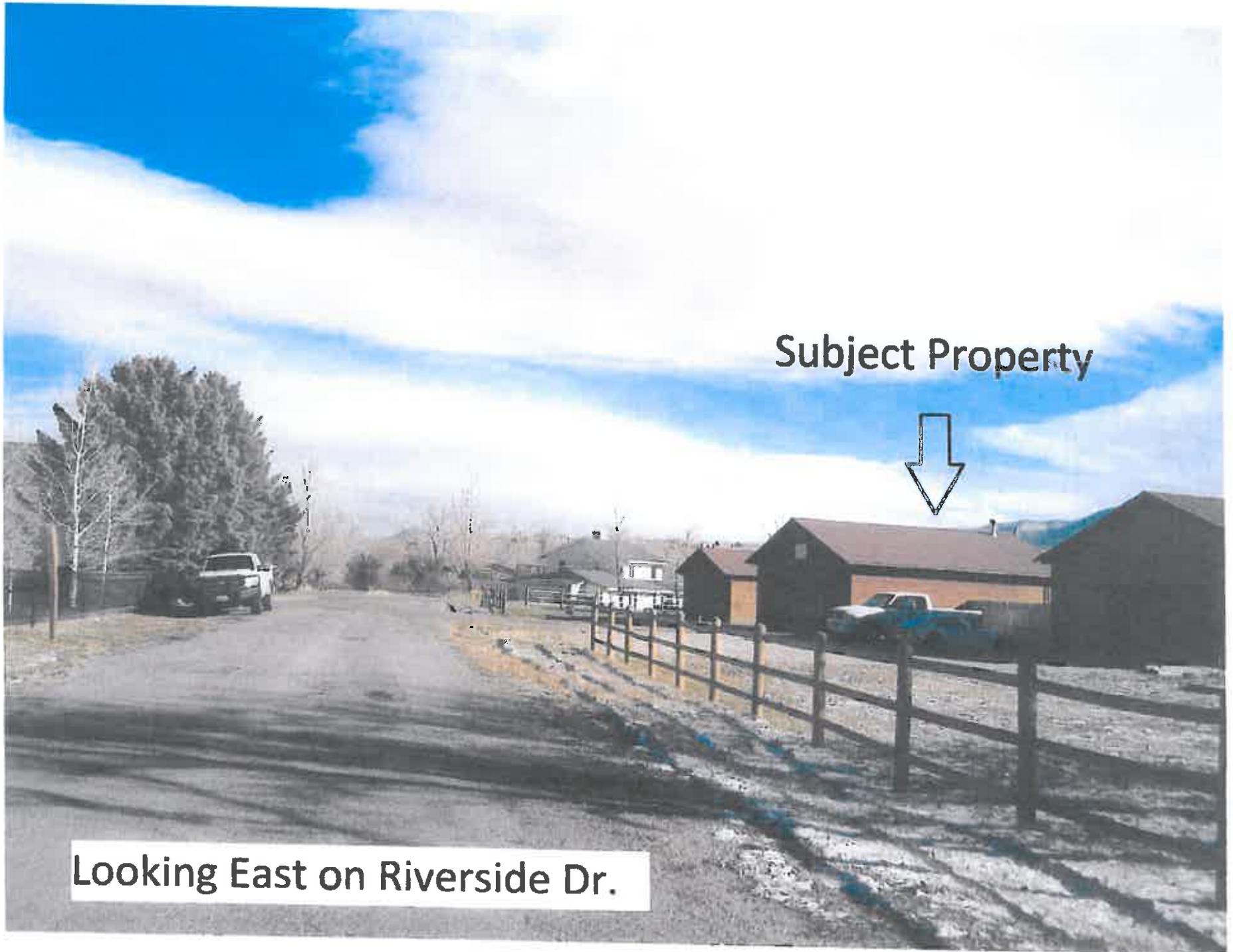
Looking West from Monument. At rear of property.



Subject Property



Looking East on Riverside Dr.



Peggy Johnson

From: gail <jimgleslie@charter.net>
Sent: Monday, November 30, 2015 2:11 PM
To: Peggy Johnson
Subject: CUP15-7

I am writing about CUP15-7, request by John and Maria Antonovich for a conditional use permit to allow Light Agriculture in the Urban Residential Zoning District etc. I am very much against this request for a conditional use permit. I do not want horses or farm animals in the area. They stink and draw flies.. Also will effect my property value. So please put me down as a 'NO'. Gail & Jim Leslie 4160 Ranch Rd. Casper, WY 82604 jimgleslie@charter.net
c.



Peggy Johnson

From: Jamie McIntyre <jmcintyre307@gmail.com>
Sent: Thursday, December 03, 2015 10:32 AM
To: Peggy Johnson
Subject: CUP15-7 John and Maria Antonovich

Hello,

This letter is in regards to the request made by John and Maria Antonovich for a Conditional Use Permit to allow Light Agriculture in the Urban Residential Zoning District located in a portion of the SE/4 of the SW/4 of Section 22, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming; addressed as 4068 Monument Road.

I do not approve of this permit, as I do not want to see or hear horses living across the street from my property. I have greatly improved my own property to increase the property value of it, therefore increasing the property value of my neighbors. I believe that allowing horses and/or other light agriculture will greatly devalue my property that I have invested much money and time into improving. My own address is 6896 Riverside Drive, and I do NOT approve of this permit.

Please feel free to call with any other questions or comments,

Sincerely,

Shawn McIntyre
6896 Riverside Dr, Casper, Wy 82604
307.259.5318

received
2/7/12

February 5, 2012

I received your letter, a request by John +
Hilda Antonovich for a Conditional
Use Permit to allow light agriculture on
their property 9003 Monument Rd

We would like for the county to
consider our letter on one that is
not in favor of allowing the property
to be used for light agriculture.

The Antonovichs knew that light
agriculture was not allowed when
they purchased their property. We
also knew that light agriculture
was not allowed which was why
we purchased our property. We do
not wish to live near farm (horses)
animals. There are other properties
close by that do allow light
agriculture - hopefully, the Antonovichs
can find another suitable place
for their animals.

Thank You.

Lisa Mixer
7003 W Riverside Dr
Casper, WY 82604
278-0697

Lisa Mixer

(3)

December 7, 2015

To Natrona County Planning and Zoning Commission
From Bill Brown and Jennifer Anklam, 6934 Riverside Dr., Casper, WY 82604
Re CUP15-7

We are writing in reference to a request by the Antonovich family for a Conditional Use Permit on their property at 4068 Monument Road, Casper. Several neighbors over the last decade have requested a Conditional Use Permit to allow for horses in the neighborhood. Each request has been rejected by the neighbors, including the Antonovich family. The primary reason for the rejection over the years, and our reason for objecting to their request today, is the limited land available to pasture animals, resulting in bare ground, increased dust and flies which will have a detrimental effect upon land values. Our neighborhood is not and never has been zoned for horses and we do not wish to have it changed at this time.

Best regards

Bill Brown & Jennifer Anklam



received
DEC 10 2015

December 7, 2015

Peggy Johnson
Natrona County Development Department
200 N. Center St.
Room 202
Casper, Wyoming 82601

Dear Ms. Johnson

This is a response to your letter and map of November 23, 2015.

As an adjacent property owner I am writing in regard to a request for a Conditional Use Permit to allow Light Agriculture (CUP15-7) at 4068 Monument Road. As with past requests for an agricultural Conditional Use Permit for this same property, I am opposed to the permit because of the negative impact of livestock on my property.

According to Natrona County zoning documentation, the proposed conditional use permit allows: "Agriculture, light (listed as Light Agriculture) - the use of a lot or portion of a lot for agricultural production for the primary use of the residents of the lot, including the raising of livestock, food animals, horses, mules and including 4-H and vocational agricultural projects."

Our home is located immediately northeast of the property for which a conditional use agricultural permit is sought. As we all know, the wind from the southwest blows often and hard in Natrona County. Livestock on the 4068 Monument Road property would bring to my property more dust, livestock odor, deer flies, and other flies negatively affecting the quality of home life and the value of my property. For these reasons, I am opposed to granting a conditional use permit. Thank you for the opportunity to comment.

Sincerely,



Tom Gallagher
6870 W. Riverside Dr.
Casper, Wyoming 82604

(enclosures)

Peggy Johnson

From: Richard Rogers <richardandrose6975@msn.com>
Sent: Tuesday, December 15, 2015 1:44 PM
To: Peggy Johnson
Cc: Richard Rogers
Subject: Regarding Notice of Public Hearing

Thank you for this opportunity to respond to your letter dated November 23, 2015 notifying us an upcoming Public Hearing regarding the John & Maria Antonovich request for a Conditional Use Permit relating to their property located at 4068 Monument Road.

Our property is located at 6975 Riverside Drive and we are located immediately west of the Antonovich property. We understand the Conditional Use Permit would allow the owners to board farm animals as well as conduct other activities generally related to agricultural pursuits. We also understand that such Conditional Use Permit will carry forward to any subsequent owners who may later purchase the Antonovich property.

We object to granting the changes first of all because we believe the change in zoning from residential property to light agricultural permit will seriously affect our personal property value. We have lived here at 6975 Riverside Drive for some thirty years and during that time we have substantially improved our property from basically an undeveloped lot with weeds to the situation we have today where we have added a large number of trees, added grass that is supported by irrigation as well as added a separate guest house which was previously approved by the county. Those improvements have come with substantial added property values as well as added to the real estate taxes paid the county, leading our taxes to approximately triple over our residency, even after adding my Veteran's Exemption to the property. However, we wanted to add value not only for ourselves but for the entire neighborhood as well and felt our efforts were justified given the protection of the residential zoning.

We believe allowing the Conditional Use Permit will not only adversely affect not only our property value, but the property value of the entire neighborhood as well. Such a change could lead to a general downturn of the area that would not be beneficial to the county in the longer run given problems and lower tax revenues that could occur. That negative impact on both our own individual property, as well as the negative impact on the entire neighborhood, will we believe come about regardless of husbandry practices that John and Maria Antonovich observe and lead us to object in the strongest manner to the proposal for a change.

In addition to the immediate concerns expressed above, we ask the Zoning Commission consider the negative impact that may develop if and when the property is eventually sold to another party and that concern that may then be considered by any future owner who may be looking into purchasing property in the area. Furthermore, we question the negative potential impact on the quality of groundwater in the area and the affect of long-term agricultural activities in a relatively dense area of residential properties.

Please consider our comments when discussing the request by John & Maria Antonovich and our strong objections to the proposal. Separately, we will mail a copy of our objections by regular mail to be sure the comments are received and considered.

Thank you,

Richard and Rose Rogers
6975 Riverside Drive

Casper, WY 82604

Sent from Windows Mail

Peggy Johnson

From: Lyle Woelich <woelich@bresnan.net>
Sent: Sunday, December 20, 2015 3:40 PM
To: Peggy Johnson
Subject: John and Maria Antonovich - Conditional Use re-zoning to light agriculture - 4068 Monument Road.

I am against changing the zoning due to the potential impact of animal wastes on ground water. I also object due to odor and the additional nuisance of flies attracted to manure.

Regards,

Lyle Woelich
4100 SP Road
Casper, WY
830.876.8438

received
12-21-15 Pg

William C. Luben
Kay M. Luben
4075 Monument Road
Casper, WY 82602
December 21, 2015

Natrona County Planning and Zoning Commission
200 North Center Street
Room 202
Casper, WY 82601

Re: Objection to Conditional Use Permit Application by John and Maria Antonovich.

To the Natrona County Planning and Zoning Commission:

We would like to voice our objection to the issuance of a conditional use permit for light agricultural use of the property located at 4068 Monument Road owned by John and Maria Antonovich (the "Applicants").

The light agricultural use would allow for the raising of livestock, food animals, horses and mules. The Applicants have desired to use their property for the permanent pasturing and raising of a horse. Our objections to this conditional use are as follows:

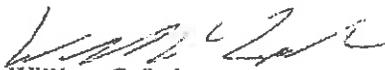
1. Runoff from the Applicants property raises serious issues for the eventual contamination of our domestic water well, as well as the effects of runoff of manure onto the surface of our property.
2. The prevailing winds blow from the East, and odors from livestock will be a concern for our property.

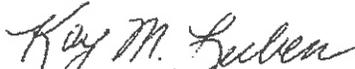
Our home is located just east of the property owned by the Applicants, across Monument Road and our home is located at a lower elevation than the Applicants property, with our driveway running westerly up to Monument Road. As a result, runoff from the Applicants property flows across Monument Road and down our driveway to our garage. In addition, our well is a shallow well, and is located on the west side of our home adjacent to our driveway and is at a depth of twenty (20) feet. Domestic water well contamination is more acute in our subdivision due to the fact that the small lots in this subdivision are served with septic systems.

We note that the agricultural uses are a permitted use in the Urban Agricultural zoning district, which has a minimum lot requirement of ten (10) acres. We submit that the residential lots of two (2) acres in our subdivision are not large enough to support large animal husbandry

We understand why the Applicants would like to use their property for the permanent pasturing of a horse, but the makeup and lot size in our subdivision really does not support this use.

Respectfully Submitted:

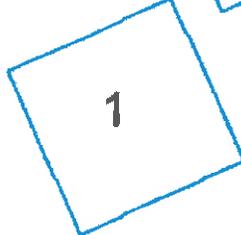
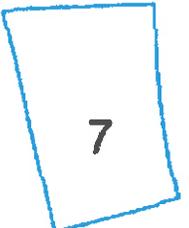
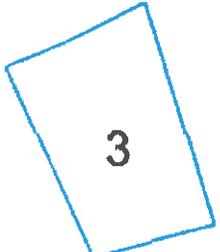
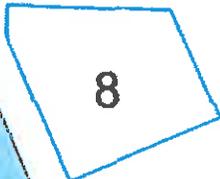
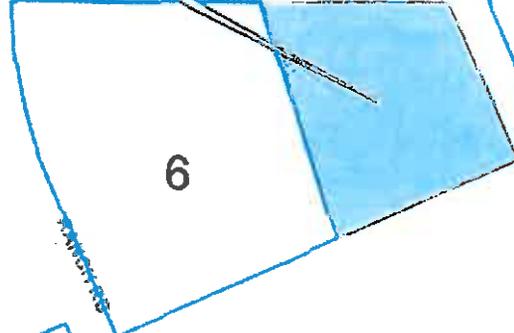
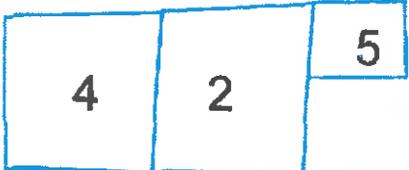

William C. Luben


Kay M. Luben

8

Subject Property

RIVERSIDE DR



SHEFLAND RD

S-P RD

SHARROCK RD

FRONTAGE RD (HWY 220)



STATE HIGHWAY 220

MONUMENT

MONUMENT

MONUMENT

Comments Received

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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: January 13, 2016

RE: **PS15-22** – Request for approval of the final plat for Horse Ranch Acres Major Subdivision, consisting of 9 lots.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation: Approve

At its January 12, 2016 meeting the Planning and Zoning Commission acted with unanimously to recommend approval of the final plat for Horse Ranch Acres Major Subdivision, consisting of 9 lots by the Board of County Commissioners.
(Motion passed unanimously to approve)

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.

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.

Proof that the applicant has published Notice of Intent to apply for a Subdivision Permit once a week for two (2) separate weeks within thirty (30) days prior to filing this application. (see Appendix G).

Eight (8) copies of percolation tests approved by the City of Casper/Natrona County Health Department, with test locations shown on a copy of the preliminary plat indicating soil types, percolations rates, depth to ground water, and suitability for on site waste water disposal. One by the City of Casper/Natrona County Health Department or State Department of Environmental Quality.

Is the current access part of an existing Improvement and Service District? If so please provide the appropriate paperwork. Major Subdivisions will be required to join any existing Improvement and Service District.

1. Applicant: LJN Enterprises Owner: Pine Ridge Properties, LLC
Name LJN Enterprises Name Pine Ridge Properties, LLC
2. Address 421 S. Center Casper, WY 82601 Address PO BOX 850
Mills, WY 82644
3. Phone 307-577-7775 Phone 307-266-4178
4. Explain why you are requesting this major subdivision and detail the proposed use:
Plan to sell Lot 2 of 8 Mile Simple Subdivision and applicant will split into residential parcels.
5. Legal description, acreage and Parcel Identification number (PID) (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).
Lot 2 8 Mile Simple Subdivision
6. Current zoning of property UA
7. Type of sewage disposal Public Septic Holding Tank Other
8. Source of Water Pioneer Water & Sewer District
9. This property was purchased from: Jeffrey Joseph Clark
10. The date this property was purchased December 19, 2012

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 other 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 
(Signature)

10/20/2021
Date

Owner 
(Signature)

10/20/2021
Date

Proof that the applicant has published Notice of Intent to apply for a Subdivision Permit once a week for two (2) separate weeks within thirty (30) days prior to filing this application. (see Appendix G).

Eight (8) copies of percolation tests approved by the City of Casper/Natrona County Health Department, with test locations shown on a copy of the preliminary plat indicating soil types, percolations rates, depth to ground water, and suitability for on site waste water disposal. One by the City of Casper/Natrona County Health Department or State Department of Environmental Quality.

Is the current access part of an existing Improvement and Service District? If so please provide the appropriate paperwork. Major Subdivisions will be required to join any existing Improvement and Service District.

1. Applicant: _____ Owner: _____
Name LJN Enterprises Name Thomas & Kade Walters
2. Address 421 S. Center Casper, WY 82601 Address 14700 Highway 220 Casper, WY 82604
3. Phone 307-527-7775 Phone _____
4. Explain why you are requesting this major subdivision and detail the proposed use:
Developing the property for residential parcels
5. Legal description, acreage and Parcel Identification number (PID) (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).
E1/2NW1/4NW1/4, NE1/4NW1/4, N1/2NW1/4NE1/4 Section 17
T.32N., R.80W
6. Current zoning of property UA
7. Type of sewage disposal Public ___ Septic X Holding Tank ___ Other ___
8. Source of Water Pioneer Water & Sewer District
9. This property was purchased from: _____
10. The date this property was purchased _____

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 other 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 _____
(Signature)

11/13/15

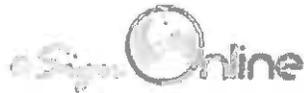
Date

Owner Thomas J. Walters
(Signature)
Kade Walters

11-13-15

Date

11/13/2015 10:41 AM MST



Powered By:

Certificate of Authenticity

Session Information

Signing Session ID:	29154962-be3b-4604-ac71-38212a10b0ce	Status:	Completed
Transaction Name:	Walters	Created On:	11/13/2015 12:35:24 PM EST
Session Title:	1555 S 8 Mile	Last Modified:	11/13/2015 12:41:37 PM EST
Documents:	1	Owner:	Debra Reid
Signers:	1	Company:	Prestige Real Estate
Signatures:	2		
Initials:	0		

Signer Information

Signature Events	Signature	Timestamp
Kade Walters kwalters@powerserviceinc.com	<i>Kade Walters</i>	Sort: 11/13/2015 12:37:52 PM EST Viewed: 11/13/2015 12:41:14 PM EST Signed: 11/13/2015 12:41:36 PM EST
Signer Security: Email Authentication	IP Address: 54.68.191.66	
Disclosure: Accepted: 11/13/2015 12:41:14 PM EST ID: 2add29e2-72d9-4914-a28f95f623424b9d		

Session Documents

Document	Size	Date	Signatures	Initials	Dates	Form Fields	Checkboxes
1555S8MileAddendumPlatapp.pdf	2028KB	11/13/2015 12:35:24 PM EST	2	0	2	0	0

Session Activity

Timestamp	IP Address	Activity
11/13/2015 12:41:37 PM EST	54.68.191.66	Session completed and closed by Debra Reid
11/13/2015 12:41:36 PM EST	54.68.191.66	Signing Completed by Kade Walters (kwalters@powerserviceinc.com)
11/13/2015 12:41:14 PM EST	54.68.191.66	Signature created and disclosure approval by Kade Walters (kwalters@powerserviceinc.com)
11/13/2015 12:37:52 PM EST	69.146.244.116	Invitation sent to Kade Walters(kwalters@powerserviceinc.com) by Debra Reid
11/13/2015 12:37:51 PM EST	69.146.244.116	eSignOnline: Session Created by Debra Reid

Disclosure

Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSignOnline electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

Electronic distribution of documents and contracts

Prestige Real Estate (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSignOnline electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSignOnline electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein in this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

Prestige Real Estate outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

Paper copies

During the signing process on eSignOnline, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to reiddebby@aol.com and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

Withdrawing your consent to sign electronically

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to receive documents and sign electronically:

- a) During the electronic signing process, you may elect to "decline" and indicate your reasons for declining and withdrawing your consent.
- b) Send an email to reiddebby@aol.com and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies.

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

How to contact Prestige Real Estate

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Debra Reid
Email Address : reiddebby@aol.com
Phone Number :

Hardware and Software Requirements

The following are minimum hardware and software requirements to use the eSignOnline electronic signature system:

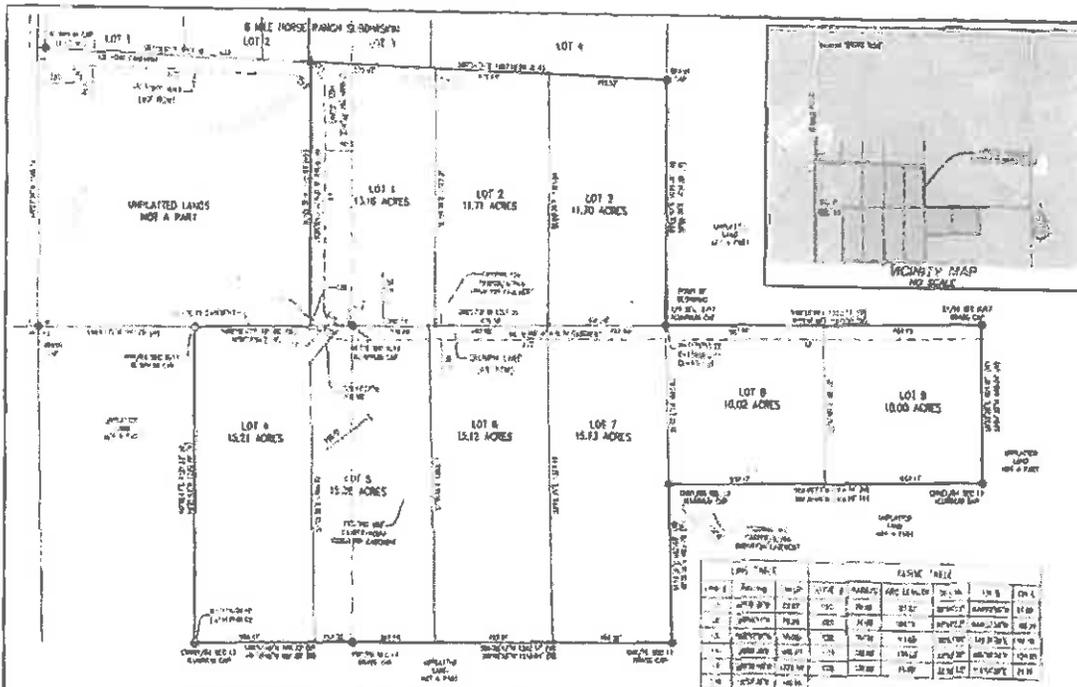
Operating Systems: Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.
Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.
Screen Resolution: 800 x 600 minimum.
Security Settings: Allow per session cookies.
PDF Reader: Acrobat® or similar software to view and print PDF files.

Your Acknowledgment and Consent to use electronic signatures

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein in this consumer disclosure, please let us know by checking the "I agree with the above Consumer Disclosure" box below.

By checking the "I agree with the above Consumer Disclosure" box, I confirm that I can access and read the electronic consumer disclosure in

consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify Prestige Real Estate otherwise, I consent to receive from Prestige Real Estate electronic documents that are required to be provided or made available to me by Prestige Real Estate during the course of my relationship with Prestige Real Estate.



LINE	BEARING	DISTANCE	AREA	PERCENTAGE
1	N 89° 15' 00" E	117.10	11.71	11.71
2	S 89° 15' 00" W	117.10	11.71	11.71
3	N 00° 00' 00" E	117.10	11.71	11.71
4	S 00° 00' 00" W	117.10	11.71	11.71
5	N 89° 15' 00" E	117.10	11.71	11.71
6	S 89° 15' 00" W	117.10	11.71	11.71
7	N 00° 00' 00" E	117.10	11.71	11.71
8	S 00° 00' 00" W	117.10	11.71	11.71
9	N 89° 15' 00" E	117.10	11.71	11.71
10	S 89° 15' 00" W	117.10	11.71	11.71
11	N 00° 00' 00" E	117.10	11.71	11.71
12	S 00° 00' 00" W	117.10	11.71	11.71
13	N 89° 15' 00" E	117.10	11.71	11.71
14	S 89° 15' 00" W	117.10	11.71	11.71
15	N 00° 00' 00" E	117.10	11.71	11.71
16	S 00° 00' 00" W	117.10	11.71	11.71
17	N 89° 15' 00" E	117.10	11.71	11.71
18	S 89° 15' 00" W	117.10	11.71	11.71
19	N 00° 00' 00" E	117.10	11.71	11.71
20	S 00° 00' 00" W	117.10	11.71	11.71

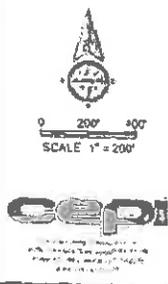
CERTIFICATE OF DEDICATION

STATE OF MONTANA
COUNTY OF DEER CREEK

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Montana



- LEGEND**
- ▲ SET CORNER CAP
 - SET MONUMENT 1/2" HIGH & 1/4" DIAMETER CAP
 - FOUND MONUMENT AS NOTED

CERTIFICATE OF SURVEY FOR

STATE OF MONTANA
COUNTY OF DEER CREEK

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Montana

**PLAT OF A PORTION
OF THE GRASSY SECTION 8 & 9
OF THE CROWNED MEADOWS & MOUNTAIN
SECTION 17, T. 33N., R. 20W., 6111 P.M.**

**AS
HORSE RANCH ACRES SUBDIVISION**

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF DEER CREEK COUNTY, MONTANA, ON THIS _____ DAY OF _____, 20____.

COMMISSIONER

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF DEER CREEK COUNTY, MONTANA, ON THIS _____ DAY OF _____, 20____.

COMMISSIONER

#037?

CASPER Star Tribune

Wyoming's News Source

P.O. Box 80 • Casper, WY 82602-0080 • 307-266-0500

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for

2 Consecutive Days Weeks

commencing with issue dated

November 30, 2015

ending with issue dated

December 7, 2015

[Signature]
Signed

Subscribed in my presence and sworn to before me this

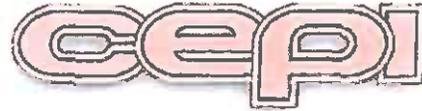
8th day of Dec 2015

[Signature]



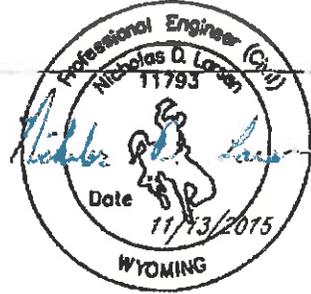
NOTICE OF INTENT TO SUBDIVIDE LAND IN NATRONA COUNTY, WYOMING

Pursuant to the provisions of the Wyoming Real Estate Subdivision Act, Statutes 18-5-301 through 18-5-315 Session Laws of 1975 as amended, NOTICE IS HEREBY GIVEN THAT Pine Ridge Properties, LLC & Thomas J. and Keds S. Walters intend to apply for a Subdivision Permit from the Natrona County Board of County Commissioners to subdivide lands in Natrona County, Wyoming to be called Horse Ranch Acres Subdivision. These lands are comprised of 117.11 acres located in Sections 8 and 17 Township 33 North, Range 80 West. The property is being subdivided for the purpose of developing 8 residential lots. Published: November 30 & December 7, 2015
Legal No: 1002631



Water Supply System Evaluation: Horse Ranch Acres Subdivision

Date: November 13, 2015
To: Karen Farley, WDEQ
CC: Lisa Burrige
From: Nick Larsen, CEPI
WO #: 15-037
Subject: Horse Ranch Acres Subdivision - DEQ Chapter 23 Water Report



Purpose

This report shall serve as the WDEQ Chapter 23 **Water Supply System Evaluation** to accompany the Horse Ranch Acres Subdivision application.

The water supply for the Horse Ranch Acres Subdivision will be from an existing water supply system. The proposed subdivision will connect to the Pioneer Water and Sewer District. The proposed water main will be an 8-inch DR14 C900 PVC pipe and connect to the existing 6-inch water main in Eight Mile Road where the proposed subdivision road will intersect. CEPI will be responsible for the design of the proposed water system and will provide Construction Administration services to ensure the licensed contractor constructs the water system in accordance with the plans stamped by a professional engineer. Pioneer Water and Sewer District will be responsible for the operation and maintenance of the proposed water system once it is constructed and Pioneer Water and Sewer District approves and accepts the water main.

The proposed water system improvements will serve 9 residential lots ranging in size from 10 acres to 15 acres. Assuming 3.5 residents per lot and 190 gallons per person per day, the estimated average gallons per day for the proposed subdivision is 5,985 gallons per day (gpd). Assuming a peaking factor of 2.75 times the average usage, the estimated maximum gallons per day for the proposed subdivision is 16,459 gpd.

The proposed sanitary sewage system will be on-lot sewage systems that will be designed and located so that they will be compatible with and not adversely affect the water supply system. There are no other known sources of pollution that will adversely affect the water supply system.

Pioneer Water and Sewer District is a member of the Central Wyoming Regional Water System (CWRWS) and the main water rights supplying the subdivision are the CWRWS water rights. Additionally, there are existing surface water irrigation rights on the existing property that will be divided and allocated to the proposed 9 lots. The existing

surface water rights are from the Alcova Irrigation District. No additional water rights are anticipated to be affected by the proposed subdivision.

The Pioneer Water and Sewer District is a Public Water System overseen by the EPA. The EPA continually receives documentation regarding the potability of the existing water system that will supply the proposed subdivision. No additional documentation is provided in this report.

A hydraulic analysis verifying the Pioneer Water and Sewer District has the capacity to supply water to the proposed subdivision was completed as part of this report. The following list summarizes the estimated demands for the subdivision. The Average Day Demands and Maximum Day Demands were established earlier in this report.

- Average Day Demand (ADD) = 5,985 gpd (4.2 gpm)
- Maximum Day Demand (MDD) = 2.75 x ADD
 - 2.75 x 5,985 gpd = 16,459 gpd (11.4 gpm)
- Peak Hour Demand (PHD) = 5.0 x ADD
 - 5.0 x 5,985 gpd = 29,925 gpd (20.8 gpm)

These demands and the proposed 8-inch DR14 PVC water main were imported into the CWRWS hydraulic model maintained by CEPI. The following table summarizes the resulting pressures at the Eight Mile Rd./Poison Spider Rd. intersection, connection point at the proposed road, and at the east end of the subdivision.

Location	ADD (psi)	MDD (psi)	PHD (psi)
8 Mi/Poison Spider	144	143	142
Connection	121	120	119
East End	148	148	146

The Pioneer Water and Sewer District has adequate capacity to facilitate the proposed demands from the Horse Ranch Acres Subdivision without adversely affecting the water system. Fire protection is not provided for the proposed subdivision, so a fire flow analysis was not completed.



WYOMING WATER QUALITY APPLICATION FORM		WQD USE ONLY	
Use for Construction, Groundwater Monitoring, Groundwater Remediation, Subdivisions and Land Application of Wastewater		APP. NO.	
		DATE	
		PROG.	
A complete application package must include three copies of each of the following: Application Form; at least one copy must have original signatures. Investigations, design reports, plans, specifications, and any other information as appropriate.			
Submit to appropriate office		http://deq.state.wy.us/wqd/www/district_Map.jpg	
DEQ/Water Quality Division, 122 West 25th Street, Cheyenne, WY 82002		(307) 777-7781	
DEQ/Water Quality Division, 510 Meadowview Drive, Lander, WY 82520		(307) 332-3144	
DEQ/Water Quality Division, 1866 South Sheridan, Sheridan, WY 82801		(307) 673-9337	
DEQ/Water Quality Division, 152 North Durbin Street, Ste 100, Casper, WY 82601		(307) 473-3465	
NAME OF PROPOSAL			
Burridge Subdivision			
DESCRIPTION OF PROJECT			
Subdivision Application for a Nine-Lot Subdivision			
LOCATION:	County: Natrona	Latitude: 42.8335	Long.: 106.4668
Legal Description (1/4 Section, Section, Township and Range or Lot No. and Subdivision)			
SW 1/4 Section 8; NW 1/4 and NE 1/4 Section 17, Township 33 North, Range 80 West			
SIGNATURES: All undersigned agree to comply with applicable Wyoming Statutes and Regulations and to allow the activities described in this application.			
Real Estate Owner	The real estate owner or the grantee of the applicable easement must sign this form		
	Address: S. Eight Mile Road City: Casper State: Wyoming ZIP Code: 82604 Phone Number: 307 258-5000		
Sign Above	Printed Name: Lisa Burridge & Associates Real Estate Title: Owner If the owner or easement grantee is a public entity, partnership, or corporation, a legally binding authority must sign		
Operator or Developer	(If same as real estate owner this space may be left blank)		
	Address: 701 1st S Center City: Casper State: Wyoming ZIP Code: 82601 Phone Number: 307 347 7775		
Sign Above	Printed Name: LISA A BURRIDGE Title: MEMBER If the operator or developer is a public entity, partnership, or corporation, a legally binding authority must sign		
Engineer or Geologist			
Printed Name:	Nick Larsen / Ben J. Jordan	WY P.E.# 11793	WY PG# 3458
Firm Name:	Civil Engineering Professionals, Inc.		
Address:	6080 Enterprise Drive		
City:	Casper		
State Wyoming	Zip Code:	82609	
Phone Number:	307 266-4346		
Please complete information on the second page or the back of this form			

WYOMING DEQ/WQD <http://deq.state.wy.us/wqd/index.asp> Phone 307-777-7781

The Wyoming Environmental Quality Act, W.S. 35-11-101 and Wyoming Environmental Quality Act, Article 3, W.S. 35-11-301 mandates that permits are required for construction or modification of public water supplies, wastewater facilities, land application systems, and confined swine feeding operations. W.S. 18-5-306 requires the review of the safety and adequacy of proposed sewage systems and water systems in new subdivisions by the Department of Environmental Quality.

All Wyoming Water Quality Regulations are available at <http://deq.state.wy.us/wqd/WQDrules/index.asp>

Chapter 3 of the Wyoming Water Quality Division Rules and Regulations defines the permitting process.

Specific chapters of the Wyoming Water Quality Rules and Regulations have been developed for each of the areas that require a permit. The regulatory chapters for types of projects that this application is to be used for are listed below. Please check all that apply to your project.

	11	Design and Construction Standards for Sewerage Systems, Treatment Works, Disposal System of other Facilities Capable of Causing or Contributing to Pollution, Includes septic tanks/leach fields, monitoring wells, and road application of wastewater
--	----	--

	12	Design and Construction Standards for Public Water Supplies, includes subdivision water supplies and water line extensions
--	----	--

	21	Standards for the Reuse of Treated Wastewater
--	----	---

X	23	Minimum Standards for Subdivision Applications
---	----	--

	Other	Describe briefly
--	-------	------------------

Previous or Associated State of Wyoming Permits	
WQD Permit to Construct	
WQD Subdivision Recommendation to County	
Air Quality	
Land Quality	
Oil and Gas Commission	
Solid and Hazardous Waste	
State Engineers Surface Water Right or Well Permit	
WQD Underground Injection Control	
WYPDES (discharge permit)	
US EPA Public Water Supply (PWS) Number	



Department of Environmental Quality

To protect, conserve, and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matthew H. Mead, Governor

152 N. Durbin St., Suite 100 · Casper, WY 82601 · (307) 473-3450

Todd Parfitt, Director

November 25, 2015

Chairman
Natrona County Board of County Commissioners
200 North Center
Casper, WY 82601

RE: Horse Ranch Acres Subdivision, Natrona County
WDEQ Application #15-544

Dear Commissioners:

The Wyoming Department of Environmental Quality (WDEQ) received application material related to the Horse Ranch Acres Subdivision for review of the safety and adequacy of water supply and sewer systems pursuant to W.S. §18-5-306. The application material was received November 18, 2015. As described in the statute, WDEQ has 30 days to respond with comments and recommendations; however, if necessary WDEQ may extend the review period for an additional 30 days. Therefore, WDEQ's recommendations will be provided to the Commission no later than January 17, 2016.

A copy of the subdivision application package has been provided to the Wyoming State Engineer's Office for their information and advice to the Water Quality Division.

Please do not hesitate to contact me at (307) 473-3478 if you have any questions regarding this subdivision application or WDEQ's subdivision application review process.

Sincerely,

Karen L. Farley, P.E.
Northeast District Engineer
Water and Wastewater Program, Wyoming Water Quality Division

cc: Lisa A. Burrige, Horse Ranch Enterprises, LLC, 421 S. Center, Casper, WY 82601
Jason Gutierrez, P.E., Natrona County Planning Office, 200 N. Center, Rm 202, Casper, WY 82601
Trish Chavis, Natrona County Planning Office, 200 N. Center, Rm 202, Casper, WY 82601
Nick Larsen, PE, CEPI, 6080 Enterprise Drive, Casper, WY 82609
Lee Anne Bayne, Pioneer W&S District, 8917 Poison Spider Road, Casper, WY 82604
WDEQ Subdivision File
Markus Malessa, SEO (w/enclosure)





State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451
seoieg@seo.wyo.gov

MATTHEW H. MEAD
GOVERNOR

PATRICK TYRRELL
STATE ENGINEER

December 10, 2015

Chairman
Natrona County Board of County Commissioners
200 North Center
Casper, WY 82601

RE: Horse Ranch Acres Subdivision (WDEQ 15-544), Natrona County

Dear Mr. Chairman:

The State Engineer's Office - Ground Water Division has received application material related to the Horse Ranch Acres Subdivision from the Wyoming Department of Environmental Quality, requesting information and advice to the Water Quality Division. Our office has reviewed the referenced submittal in compliance with W.S. 18-5-306(c)(i) and we offer the following:

The proposed subdivision involves approximately 117.1 acres of land which occupy parts of Section 8 and Section 17, T33N, R80W, Natrona County, Wyoming. The area is to be divided into 9 lots ranging in size from 10.0 to 15.2 acres. Individual on-lot septic systems are proposed. Water supply is proposed to be provided by the Pioneer Water & Sewer District. Based upon the review of both the subdivision application and a preliminary search of the agency's water rights database, I offer the following:

1. New wells must be constructed in accordance with the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of any water well.
2. The procurement of the necessary and appropriate State Engineer water right permit allows the applicant to attempt to develop a water supply adequate to meet the proposed needs, and is no guarantee that any water will be physically available.
3. Any well not to be used must be properly plugged and abandoned as outlined in the above referenced rules and regulations.
4. This area appears to be included in the service area of the Pioneer Water & Sewer District.
5. The water right search revealed existing water rights attaching to the subdivision lands. This being the case, this office must require that these water rights be addressed as outlined in Wyoming Statute 18-5-306(a)(xi). The report prepared by Civil Engineering Professionals, Inc. and Weston Engineering, Inc. states that remaining water rights will be conveyed to individual lot owners, and that a water distribution plan is currently being prepared. However, as of the date of this letter, the Board of Control Division of the State Engineers Office had not received this required documentation.

Surface Water
(307) 777-6175

Ground Water
(307) 777-6163

Board of Control
(307) 777-6178

Wyoming Statute 18-5-306(a)(xi):

- (xi) With respect to any water rights appurtenant to lands to be subdivided in accordance with this chapter and prior to final approval of the subdivision the subdivider shall provide the following
- (A) The intended disposition of the water rights, by:
- (I) Evidence that the subdivider has submitted to the state engineer the documentation necessary to relinquish the water rights and has notified purchasers and the board of this action;
 - (II) Evidence that the subdivider has submitted to the state engineer the documentation necessary to change the use, place of use or point of diversion to provide for beneficial use of the water rights outside the subdivision; or
 - (III) A plan, a copy of which was submitted to and approved by the state engineer prior to the final approval of the subdivision application, for the distribution of the water rights appurtenant to the land to be subdivided. The plan shall specify the distribution of the water to the lots within the subdivision and shall include all appropriate applications for change of use, change of place of use or change in point of diversion or means of conveyance in accordance with W.S. 41-3-103, 41-3-104 or 41-3-114.
- (B) If the subdivision is located within lands, served by or crossed by a ditch, irrigation company or association or by an unorganized ditch, evidence that the plan has been submitted, at least sixty (60) days prior to the submittal of the application for the subdivision permit to the company, or association, or the remaining appropriators in the case of an unorganized ditch for their review and recommendations;
- (C) Evidence that the subdivider will specifically state on all offers and solicitations relative to the subdivision his intent to comply with this paragraph and that the seller does not warrant to a purchaser that he shall have any rights to the natural flow of any stream within or adjacent to the proposed subdivision. He shall further state that the Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of the stream or river;
- (D) If the subdivision is located within the boundaries of an irrigation district that is subject to the provisions of title 41, chapter 7 of the Wyoming statutes, the application shall include a review and recommendations from the irrigation district regarding the attached water rights and the irrigation district's easements. If there is a conflict with the irrigation district's recommendations, the applicant shall certify that it has met with and made a good faith effort to resolve any conflicts with the irrigation district, and
- (E) If the subdivision will create a significant additional burden or risk of liability to the irrigation district, company, association or remaining appropriators including appropriators on an unorganized ditch, the applicant shall provide an adequate and responsible plan to reduce or eliminate the additional burden or risk of liability.

In summary, the State Engineer's Office is NOT SUPPORTIVE of approving the development of the proposed action at this time, until item #5 has been adequately addressed.

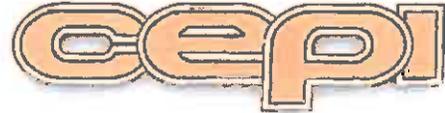
In all correspondence regarding this application, please reference "State Engineer Subdivision Review Number 2015-25-1". If you have any questions, please feel free to contact me at (307) 777-6166, or if you prefer email, at matkus.martessa@wyo.gov. Thank you for the opportunity to comment on the subdivision application.

Sincerely,



Markus Malessa
Natural Resources Analyst

Cc: Karen Farley, P.E., Northeast Distric Engineer, DEQ, 152 N. Durbin St., Suite 100, Casper, WY 82601
Jason Gutierrez, P.E., Natrona County Planning Office, 200 N. Center Rm 202, Casper, WY 82601
Trish Chavis, Natrona County Planning Office, 200 N. Center Rm 202, Casper, WY 82601
Nick Larsen, P.E., CEPI, 6080 Enterprise Drive, Casper, WY 82609
Lisa Lindemann, Administrator, Ground Water Division
Rick Deuell, Administrator, Surface Water Division
Alan Cunningham, Administrator, Board of Control Division
Brian Pugsley, Superintendent, Water Division I
Forrest Keizer, Hydrographer/Commissioner, Water Division I, District 11



Horse Ranch Acres Subdivision – Summary Statement November 16, 2015

Developers: RJN Enterprises, LLC

Subdivision Location: S½SW¼ Section 8 and the E½NW¼NW¼, NE¼NW¼, & N½NW¼NE¼, T.33N., R.80W., Natrona County, Wyoming.

Current and Proposed Zoning: Urban Agriculture.

Summary

The Horse Ranch Acres Subdivision is proposed to include 9 lots, each 10 acres or more in size. There is no residential development on this property at this time. It is directly south of 8 Mile Horse Ranch Subdivision.

The lots will all front on proposed roads that will be constructed according to Natrona County Road & Bridge Specifications and are intended to be marketed for the development of single family home sites, with the ability to utilize the land for agricultural purposes as defined in the Natrona County Zoning Resolution, current edition. These uses may include general agricultural use, and livestock use as allowed by Appendix A, and Design Criteria Chapter VII of the Zoning Resolution. It is presumed that the nature of the development of these lots will be typical rural residential development, consistent with the nature of the surrounding residential development.

Water to this proposed development will be provided by Pioneer Water District. The developers have already met with the Pioneer Board and have been approved for inclusion in their system. Sewer service to the lots will be via individual onsite sewage disposal systems. The Developers of this subdivision have completed a Chapter 23 Report for DEQ to demonstrate the feasibility of these facilities. This report has been included with this submittal.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Casper-Armino 69-kV Transmission Line
SW Section 8, Township 33 North, Range 80 West
6th Principal Meridian, Natrona County, Wyoming

Vicinity of Structure 31/3, 31/4 & 31/5

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2015, between LFN Enterprises, LLC (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WESTERN), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WESTERN concurs that the relocation and widening of an access road (FACILITY), proposed by the LICENSEE will not interfere with the operation and maintenance of the Casper-Armino 69-kV Transmission Line, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of WESTERN'S concurrence, the LICENSEE agrees to the following:

(a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

(b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WESTERN. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WESTERN, to accommodate future modifications of WESTERN'S facilities, including but not limited to, upgrades of the transmission line.

(c) LICENSEE shall notify WESTERN at least 15 business days prior to commencing installation of the FACILITY to permit inspection by WESTERN. Contact Jim Berryman in WESTERN'S Casper, Wyoming Office. (307) 259-2358.

(d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes

(e) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.

(f) It is specifically understood and agreed that WESTERN shall have no liability and WESTERN assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss or damage results from or in connection with the use of WESTERN'S easement area by LICENSEE.

(g) This agreement shall be binding on the successors or assigns of the LICENSEE and WESTERN.

(h) LICENSEE shall limit any landscaping on easements to low growing vegetation that will not exceed 10 feet in maximum mature height. No ornamental plantings or significant vegetation is allowed within a 50-foot radius of the structures which would impede WESTERN'S ability to safely work at the site.

(i) LICENSEE shall maintain a distance of approximately 5' to 6.5' from the edge of the ditch to the structure as depicted in EXHIBIT A Pg 3 of 3.

(j) A minimum overhead clearance of at least 15 feet from the transmission conductors must be maintained at all times.

LICENSEE
Lisa Burridge/Jason Lewis
LJN Enterprises LLC
421 S. Center Street
Casper, WY 82601
Phone: 307-577-7775

THE UNITED STATES OF AMERICA
Western Area Power Administration

(Signature)

(Title)

Kurt Mayer
Casper, Wyoming Maintenance Manager
Rocky Mountain Region

Western Area Power Administration
 Rocky Mountain Customer Service Region
 Attn: Barbara O'Rourke A7401.LV
 P.O. Box 3700
 Loveland, CO 80539-3003

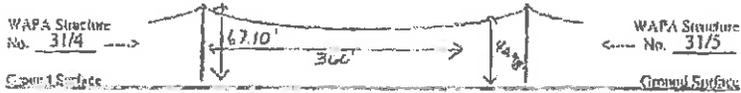
EXHIBIT A
 Page 1 of 3

NOTE: A minimum overhead clearance of at least 15 feet from the conductors must be maintained at all times.

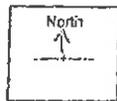
RIGHT-OF-WAY USE APPLICATION

Date: 10 27 15 Transmission Line: Casper-Arminto 69 kV Transmission Line
 Description of Proposal (Narrative): Increase road access easement size from 25' to Natrona County Specifications of 60'
 Location: Section 8 Township 33N Range 80W 6th (Meridian)
 County: Natrona State: Wyoming
 Complete if applicable: Subdivision _____ Lot _____
 Block _____ City _____

PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.

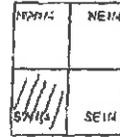


PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (4) in block to left and show approximate location in Section at right
 See attached drawing

Attach other drawings and information as appropriate.



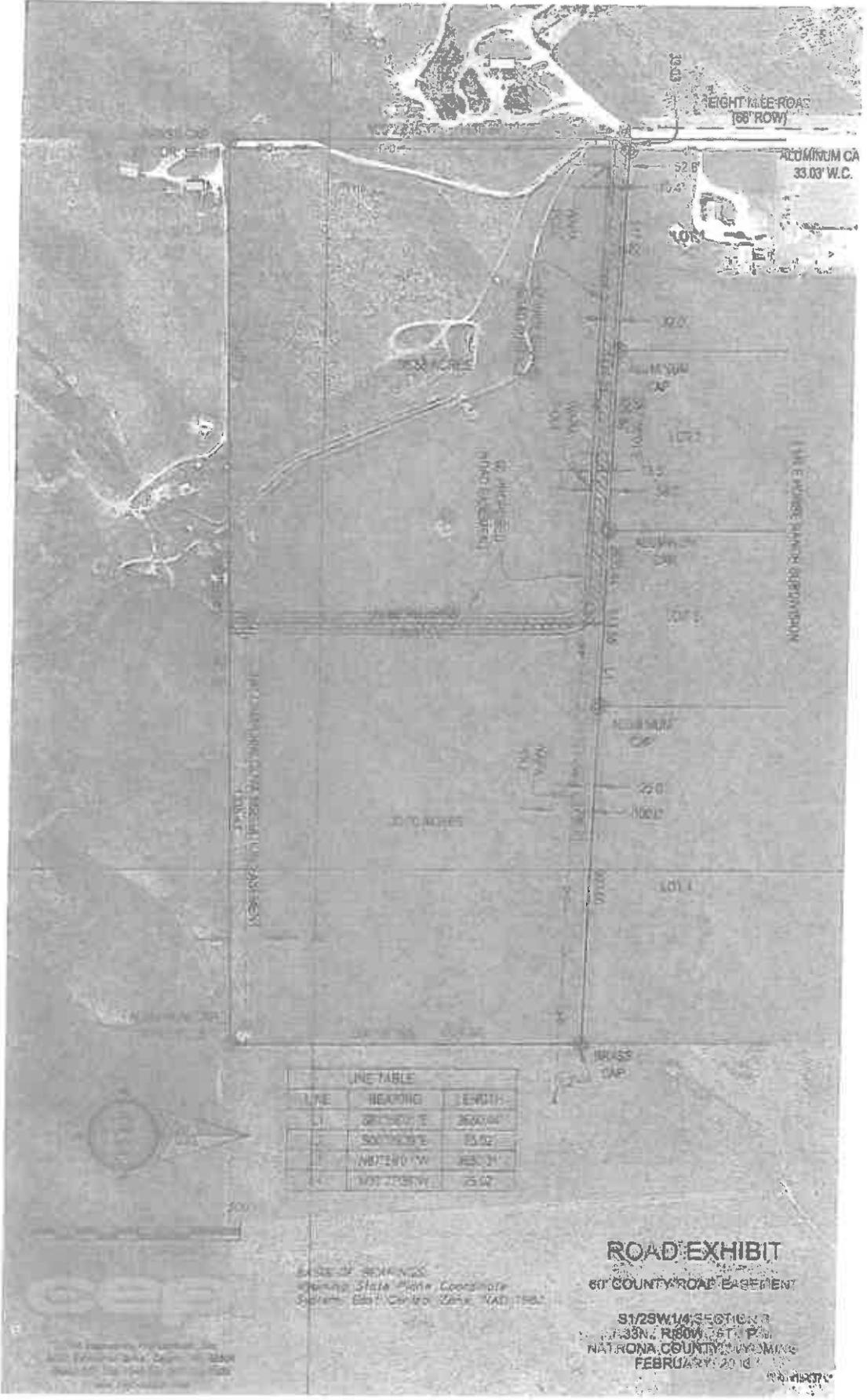
NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

Lin A Ewidge / Jason Lewis
 Name: (Please Print)

Signature

Company: LJN Enterprises, LLC
 Address: 421 S. Center Street
Casper, WY 82401

Telephone No: (307) 577-7775



EIGHT MILE ROAD
(68' ROW)

ACCOMMOD CA
33.03' W.C.

ACCOMMODATION SPECIAL DISTRICT

LANE EXCHANGE WITH SECTION 3000

BRASS
CAP

LINE TABLE

LINE	BEARING	LENGTH
1	S81°50'00"E	2600.00'
2	S00°00'00"E	25.00'
3	N07°10'00"W	350.00'
4	N07°20'00"W	25.00'

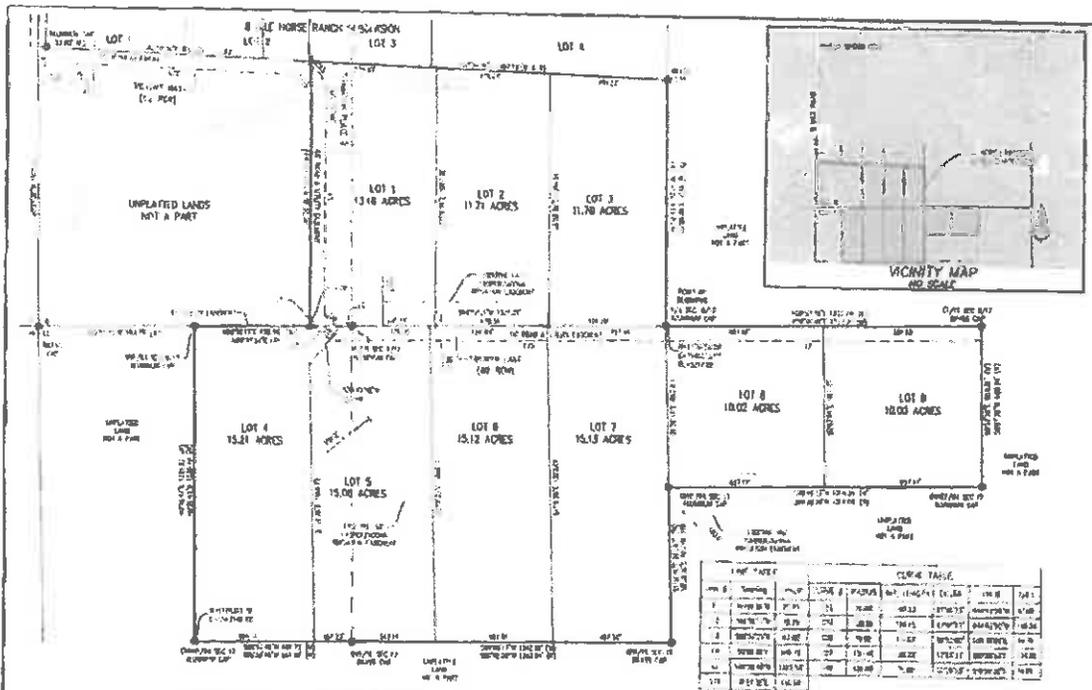


State of North Dakota
Working State Plane Coordinate
System, East Central Zone, NAD 1983

ROAD EXHIBIT
60' COUNTY ROAD BASEMENT

S1/2SW1/4 SECTION 3
R. 33N., R. 60W., T. 61N., P. 10E.
NATRONA COUNTY, WYOMING
FEBRUARY, 2018

Map prepared by [unreadable]
[unreadable]
[unreadable]



AREA TABLE		CLOSE TABLE					
NO.	DESCRIPTION	AREA	PERCENT	NO.	DESCRIPTION	AREA	PERCENT
1	Lot 1	13.18	11.71	1	Lot 1	13.18	11.71
2	Lot 2	11.71	10.25	2	Lot 2	11.71	10.25
3	Lot 3	11.70	10.24	3	Lot 3	11.70	10.24
4	Lot 4	15.31	13.44	4	Lot 4	15.31	13.44
5	Lot 5	15.00	13.20	5	Lot 5	15.00	13.20
6	Lot 6	15.12	13.28	6	Lot 6	15.12	13.28
7	Lot 7	15.13	13.29	7	Lot 7	15.13	13.29
8	Lot 8	10.02	8.77	8	Lot 8	10.02	8.77
9	Lot 9	10.03	8.78	9	Lot 9	10.03	8.78
TOTAL		111.50	100.00	TOTAL		111.50	100.00

NOTES:

1. LOT 1 TO LOT 8 ARE 1/4 SECTION 17, T. 33N., R. 10E., S. 100W., 6TH P.M.
2. THE CORNER OF THE POINT OF BEGINNING IS LOCATED AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD AND THE CENTER LINE OF THE ROAD.
3. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.
4. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.
5. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.
6. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.
7. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.
8. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.
9. THE PLAT IS SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES OF RECORD.

LEGEND

- ▲ SET CORNER
- SET UNPLATED LOT CORNER
- CORNER MARKED AS NOTED

CLIMATE OF SURVEY

THIS SURVEY WAS MADE ON THE 15TH DAY OF MARCH, 1911, AT THE CITY OF DENVER, COLORADO.

THE SURVEY WAS MADE BY THE SURVEYOR, JAMES H. HARRIS, AND THE ASSISTANT SURVEYOR, JAMES H. HARRIS.

CERTIFICATE OF CORRECTION

STATE OF COLORADO

BEFORE ME, the undersigned authority, on this 15th day of March, 1911, personally appeared JAMES H. HARRIS, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and the seal of said county, this 15th day of March, 1911.

Notary Public for said county.

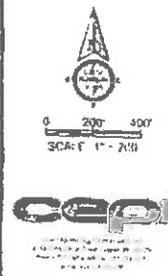
AS
HORSE RANCH ACRES SUBDIVISION

BEING A PORTION OF THE 1/4 SECTION 17, T. 33N., R. 10E., S. 100W., 6TH P.M.

AND ALL OF THE CONTIGUOUS UNPLATED LANDS THEREON.

MARION COUNTY, COLORADO

1911-12



REQUEST FOR APPROVAL OF FINAL PLAT
FOR
HORSE RANCH ACRES MAJOR SUBDIVISION

PS15-22

STAFF REPORT: Trish Chavis
December 28, 2015
For
January 12, 2016
Planning and Zoning Commission Meeting
&
February 2, 2016
Board of County Commissioner Meeting

APPLICANT: L/N Enterprises, LLC (Developer)

REQUEST: Approval of Horse Ranch Acres, a 9 lot Major Subdivision.

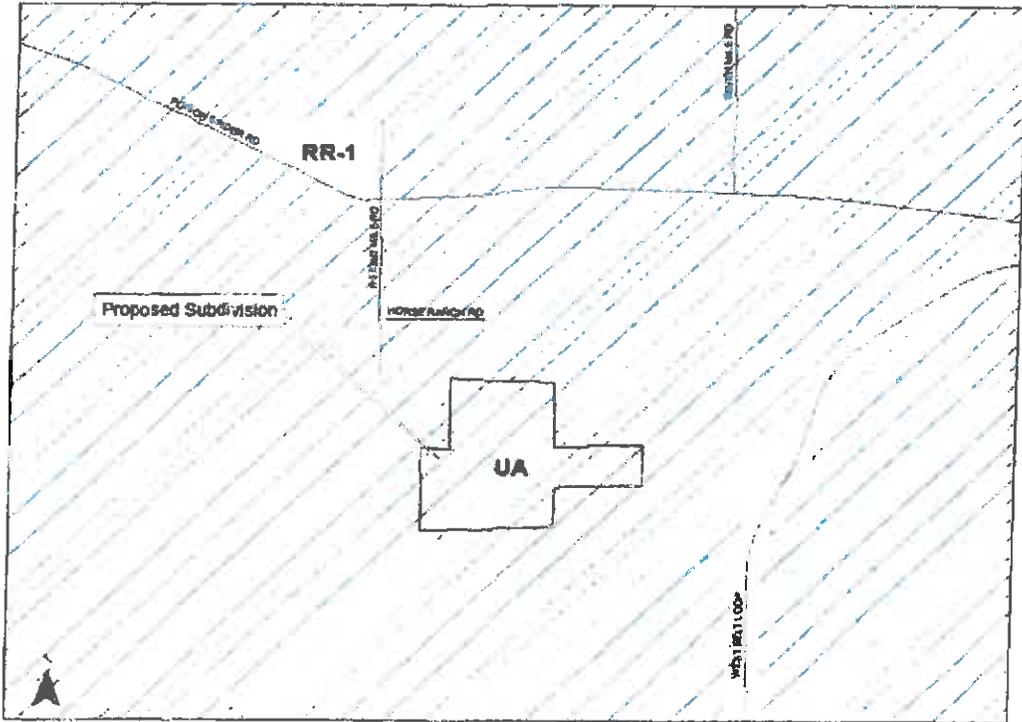
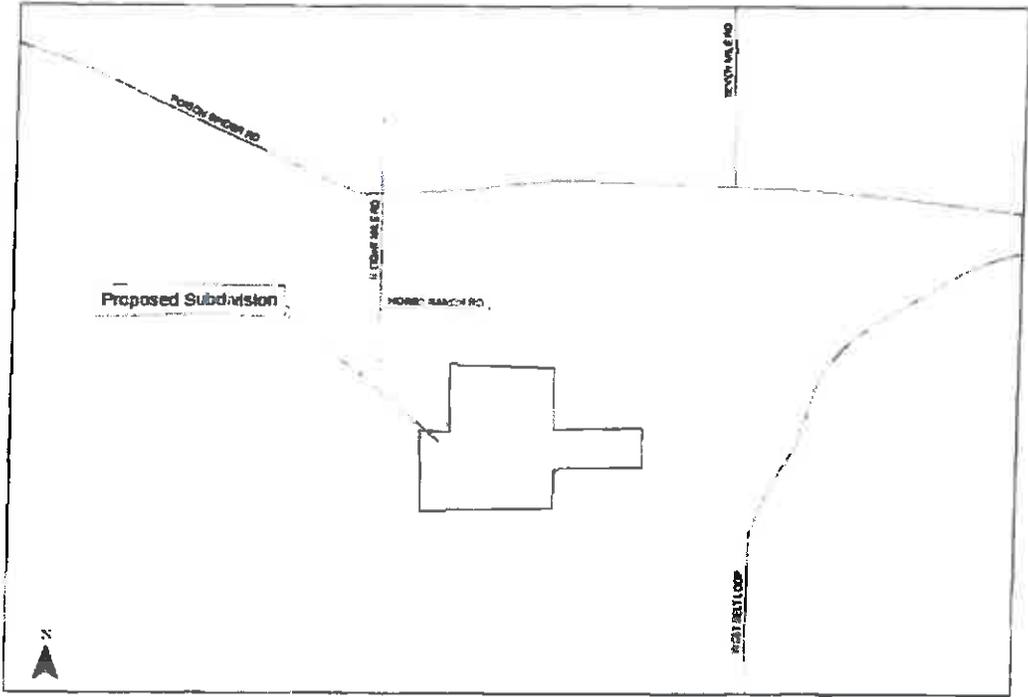
BACKGROUND

The proposed Horse Ranch Acres Subdivision is a 9 lot subdivision, each lot containing 10 acres or more. The prospective lots will have direct access to the proposed roads and will be marketed for single family home sites, with the ability to utilize the land for agricultural purposes as defined by the Urban Agriculture zoning district. It is presumed that the nature of the development of these lots will be typical rural residential development, consistent with the surrounding residential development.

LOCATION AND ZONING

The proposed Horse Ranch Acres is comprised of approximately 117 acres and is located in portions of Sections 8 & 17, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located at the south end of Eight Mile Road.

The subject parcel and all surrounding parcels are zoned Urban Agriculture.



DEFINITION AND APPLICATION

1. Intent and purpose. The intent and purpose of the Urban Agriculture District is to provide for and protect properties of ten (10) acre lots or larger in the urbanized area which are used for agriculture and residential purposes. Zoning Resolution of Natrona County, Wyoming, Chapter VI, Section 2 at page 22.

The proposed Horse Ranch Acres, with Urban Agriculture (UA) zoning, has been designed to be compatible with the surrounding properties.

2. Major Subdivision. A Major Subdivision is a division of one parcel into two or more parcels. Subdivision Regulations of Natrona County, Wyoming, Chapter 2, Section 1d at page 9.

The proposed Horse Ranch Acres will consist of nine (9) lots.

GENERAL STANDARDS FOR MAJOR SUBDIVISIONS

1. Criteria for Approval

- a) The subdivision is consistent with the 1998 Natrona County Development Plan and the Natrona County Zoning Resolution.

Proposed finding of fact. The proposed Horse Ranch Acres Subdivision is located in Neighborhood 21 – Poison Spider and is not consistent with the Natrona County Development Plan. The Development Plan states "Agriculture, no new subdivisions, limit development". (Pg.15)

The proposed subdivision is in compliance with the Zoning Resolution. The zoning is Urban Agriculture and has a ten (10) acre minimum; all lots in the proposed subdivision are larger than ten (10) acres.

- b) The subdivision is in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7).

The proposed subdivision meets the criteria and is not within one mile of any municipality.

- c) The applicant has provided evidence that a sufficient water supply system will be acquired in terms of quantity, quality, and dependability for the type of subdivision proposed.

Proposed finding of fact. The proposed subdivision will have public water provided by Pioneer Water District.

- d) The applicant has provided evidence that a public sewage disposal system will be established and, if other methods are proposed, evidence that the system complies with state and local laws and regulations.

Proposed finding of fact. The subdivision will have individual on-site septic systems.

- e) The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of the areas are compatible with such areas.

NCCD would like to emphasize the importance of soil management and protection of the watershed in any present or future subdivision in this generalized area. The subdivision lies in the Oregon Trail Drain, which is a priority area to NCCD, as well as WDEQ due to the high concentrations of selenium underlying this drainage.

- f) Necessary services, including fire/police protection, schools, recreation, utilities, open space and transportation system, are available to serve the proposed subdivision.

This subdivision will be within the Natrona County Sheriff's jurisdiction. The proposed subdivision has adequate utility easements. No recreation or schools are proposed.

- g) The subdivision appears to be compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, and general welfare of the inhabitants of the area and the County.

The proposed subdivision will not be detrimental to the surrounding area as the uses will be agricultural and residential. The proposed subdivision is bordered by a subdivision of the same nature and would fit in with the character of the neighborhood.

- h) Documentation satisfactory to the Board of County Commissioners that the Improvement and Service District requirements have been met.

Poison Spider and Eight Mile Road are county roads. The applicant will be creating an ISD for the internal roads (Victory Way and Champion Place) of the subdivision.

- i) Documentation that the subdivider has adequate financial resources to develop and complete water and/or sewage systems or any facility proposed or represented to be the responsibility of the subdivider, but not limited to the above mentioned.

The applicant will be providing a Letter of Credit showing adequate financial resources.

DISCUSSION

Even though the 1998 Development Plan recommends that no new subdivisions are to be created, staff finds sufficient evidence to recommend approval of the Horse Ranch Acres Major Subdivision for the following reasons:

- Subdivision will have public water;
- Applicant is creating an Improvement and Service District for the roads within the subdivision;
- Subdivision lots (sizes and use) are in compliance with the 2000 Zoning Resolution;
- Applicant will supply a Letter of Credit showing adequate financial resources;
- The subdivision is adjacent to and will be developed in a similar manner to 8 Mile Horse Ranch Major Subdivision to the north.

PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval or denial of the requested Horse Ranch Creek Acres Major Subdivision, 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: Wednesday, December 09, 2015 3:20 PM
To: Trish Chavis
Subject: RE: Horse Ranch Acres

Trish,

Here are the issues I see with this subdivision.

They will need to have fire hydrants installed. I believe that when Pioneer water runs the lines for the properties they will automatically install a hydrant at the end of the run so that will cover one of the hydrants as long as it is on the access road. I will require one more hydrant to be installed on the access road going in.

The other issue is to make sure the turnaround (cul-de-sac) at the end of the road is at least 96 feet wide. The access road will have to be minimum of 26 feet wide.

Other than that I have no other issues.

Bob Fawcett
Fire Marshal
Natrona County Fire Protection District
307-234-8826

-----Original Message-----

From: Trish Chavis
Sent: Wednesday, December 09, 2015 12:08 PM
To: Bob Fawcett <bfawcett@natronacounty-wy.gov>
Subject: FW: Horse Ranch Acres

Bob-

Would you please review this proposed subdivision and send me any comments that you may have? It is a 9 lot subdivision at the very south end of Eight Mile Rd. They will be receiving Pioneer Water.

If you have any questions 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.

Trish Chavis

From: Ruth Heald <rheald@cnchd.org>
Sent: Monday, November 23, 2015 9:38 AM
To: Trish Chavis; Karen Farley
Subject: Re: FW: Horse Ranch Acres

Hi Trish

This will require a Chapter 23 review through DEQ. Once our department has approval from Karen we would be able to sign off on it.

Thanks Ruth

On Thu, Nov 19, 2015 at 1:11 PM, Trish Chavis <tchavis@natronacounty-wy.gov> wrote:
All-

I have attached the proposed Horse Ranch Acres Major Subdivision. Would you please review and send me your comments? I know we are getting into the Holidays but if you could get any comments back to me as soon as possible I would appreciate it.

If you have any questions please feel free to contact me.

Thank you,

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

--
Ruth Heald, REHS
Program Manager, Environmental Health Division
Casper-Natrona County Health Department
475 S. Spruce Street
Casper, WY 82601
(307) 577-9736
Fax (307) 237-2036



Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, Ext. 103

December 21, 2015

Natrona County Development Department
ATTN: Trish Chavis
200 North Center Street, Room 202
Casper, Wyoming 82601

RE: Horse Acres Subdivision Review

Dear Ms. Chavis:

Included are a Soil Resource Report and Subdivision Review Checklist for the proposed Horse Acres Subdivision reviewed and discussed by the Natrona County Conservation District (NCCD) Board of Supervisors during their December 8th, 2015, board meeting.

The Board of Supervisors would like to emphasize the importance of soil management and protection of the watershed in any present or future subdivision in this generalized area. This subdivision lies in the Oregon Trail Drain, which is a priority area to NCCD, as well as to Wyoming Department of Environmental Quality (WDEQ) due to the high concentrations of selenium in the Cody Shale underlying this drainage. The Bureau of Reclamation (BOR), Casper Alcova Irrigation District (CAID), Natural Resources Conservation Service (NRCS), and the NCCD have worked together for over two decades to minimize the transport of selenium in the waterbodies in Natrona County by upgrading irrigation systems from flood irrigation to sprinkler and installing pipelines to limit the contact time between the soils and the water in the area. With the growing number of larger farms subdividing into smaller acreages, careful attention needs paid to the health of the watershed, particularly in regards to the flows into the North Platte River.

While growth in this area is inevitable, in order to control the movement of selenium, NCCD highly recommends that Natrona County and the Town of Mills take a very active role in this and other subdivisions within the Oregon Trail Drainage regarding the management of water usage and storm drainages. As was discussed at our Annual Breakfast, a look at the future of this area is warranted. Some advanced planning for storm drainage, road and housing development, increased septic tank usage and overall the change in land usage would potentially help to save future costs and complications.

The Board also recommends minimizing erosion before, during and after construction of any roads, houses or outbuildings. Re-seeding and replanting needs to be implemented in order to minimize erosion of sediments into the drainage and CAID irrigation ditches that flow through the subdivision and drain directly into the North Platte River, as well as to limit the spread of weeds. The use of vegetative buffers around the subdivision is highly recommended, both for wind breaks and control of water runoff above and below the ground. The Board

"Conserving natural resources for our future"



Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, Ext. 103

of Supervisors recommends contacting Natrona County Weed and Pest for further information regarding weed control.

If there are any additional questions, please don't hesitate to call.

Sincerely,

Lisa Ogden
District Manager

lisa.ogden@wy.nacdnet.net

Subdivision Review Checklist
Wyoming Conservation Districts

Subdivision: Horse Ranch Acres
Date Received from County: 19-Nov-15

Natrona County Conservation District
Subdivision Review & Recommendations
for
Horse Ranch Acres Subdivision

This report regarding soil suitability, erosion control, sedimentation, and flooding problems is prepared to comply with W.S. 18-5-306(b) and is intended solely for use by the Natrona County Planning Commission and/or the Board of County Commissioners of Natrona County.

The District does not authorize any other use of this report.

I. Proposed Subdivision Area

A. Location Description -

S1/2 SW1/4 of Section 8 and all of E1/2 NW1/4 & n1/2NW1/4NE1/4 of Section 17, T33N., R80W., 6th P.M., Natrona County, Wyoming.

B. Size Description

117.11 Acres

C. What is the proposed use of the subdivision area?

Rural Small Acreage Housing Lots

II. Soil (See Custom Soil Resource Report for detailed information)

A. Soil Type(s) -

1. What are the soil types in the development area, and their respective slopes?

The proposed subdivision consists of primarily three soil types; Bowbac-Hiland fine sandy loams at 3-10% slopes, Bobac-Taluca-Terro complex, 6-20% slopes, and Worf-Bowbac fine sandy loams, 4-10% slopes.

2. What effect does soil type(s)/slope(s) have on development?

Per the Custom Soil Resource Report, development of buildings with basements is somewhat limited in both the Bowbac-Hiland and the Bowbac-Taluca-Terro complex (approximately 76% of the area of interest) due to the depth to soft bedrock and the shrink-swell of the soil. The Worf-Bowbac (approximately 24% of the area) is considered very limited due to the depth to the soft bedrock. Buildings with no basements are not limited in the Bowbac-Hiland, but somewhat limited in the other two complexes due to the slope and the depth to soft bedrock. Landowners in this general location have often run into problems with the bedrock with constructing fences, barns, or houses.

B. Shrink-Swell Capacity -

1. What is the potential of the soil to contract when dry and expand when wet?

There is a limited potential for shrink-swell, due to the predominance of sandy conditions. The shrink-swell rating per the Custom Soil Resource Report is 0.01, with 0.00 being the lowest negative impacts on the use of the land.

2. Recommendations due to the shrink-swell capacity:

None.

C. Permeability -

1. What is the permeability level?

There is a high permeability level in relation to the high prevalence of sand within the soil profile. The soils within the proposed subdivision are rated as well-drained.

2. Recommendations due to the permeability:

While the soil in this area is well-drained, NCCD highly recommends that Natrona County works with new landowners to limit ponding and over-grazing on these properties. Due to the subdivision being located on selenium rich cody shale, the NCCD has concerns over the selenium that is easily picked up and transported in the irrigation water, as well as subsurface water tables. This subdivision is in a "priority area of concern" for NCCD as it relates to the concentrations of selenium in this drainage.

D. Suitability for Septic Systems -

1. How does the soil affect the use of sanitary facilities or septic system?

The use of septic tank absorption fields is rated from somewhat limited to very limited in the area of interest due to slow water movement in the Bowbac-Hiland, and the depth to bedrock and slope of the other soil complexes. The depth to bedrock is rated at 1.00, being the greatest negative impact on use of septic absorption fields. While the soil is highly permeable, the bedrock layer ranges from 36 cm to 94 cm below the surface in this area of interest.

2. Recommendations for the sanitation system:

The Conservation District recommends the County to assist in the proper location of septic tanks and absorption fields to ensure proper drainage and minimal impact on the water table.

E. Erosion -

1. Are there roads to be built?

Yes, roads would be required to access new construction. Unknown whether roads are to be paved or gravel. Road development would be the responsibility of the developer.

2. Are there slopes >4%?

Yes, slopes range from 3-20% on the majority of the land surface. The wind erodibility group for the proposed subdivision is rated as 0.3 on a scale of 1-8, with the lower the number having the highest susceptibility to wind erosion.

3. Is there a proposed management plan for erosion during and after construction?

Unknown. Management of newly constructed roads would be at the recommendation and discretion of Natrona County. The Natrona County Conservation District does recommend the utilization of erosion barriers during construction phases, and the replanting of native grasses immediately following the completion of road construction projects.

4. Will there be monitoring of erosion during and after construction?

Unknown. This would be under the authority of Natrona County.

5. Will there be off-road vehicle use after construction?

Unknown.

III. Water

A. Surface Water -

1. Is the proposed subdivision adjacent to, or does it contain live water? (creek, ditch, canal, pond, river, lake, spring, etc.)

Yes. Casper Alcova Irrigation District (CAID) has easements for their delivery ditches throughout the proposed subdivision. These ditches are required to be kept in place, not filled in or utilized for anything other than irrigation water to the rightful water right owners.

2. Will a 35' vegetative buffer be kept in place along all waterways? (This means no buildings, corrals, roads, etc.)

The CAID easement is 100' across to allow access of personnel to the irrigation ditches. For any further information, CAID would need to be contacted.

3. Will any building or dwellings be within a 100 year flood plain?

No, there is next to a 0% probability of a flood occurring in any year.

4. How will water rights and access to ditch easements be addressed?

All water rights would need verified by the State of Wyoming Engineer's Office, and questions regarding access to ditch easements and irrigation rights and fees would be further clarified by CAID.

5. Are there any potential drainage problems?
The high prevalence of sand within the soil profile has a high ability to transport or permeate water through it. Thus, ponding would not be an issue, however, contamination of the water table is a concern and proper preventative action should be taken to avoid this possibility.
6. Will a properly engineered storm drain system be implemented?
Unknown, but would be under the jurisdiction of Natrona County.
7. If crossing live water, will proper road crossings be used?
Proper road construction and crossings will be necessary for the crossing of live water (CAID irrigation ditches) within the proposed subdivision. The costs of construction of these crossings would be the developer's responsibility, working with CAID to ensure proper easements are observed.
8. Are there any other flooding or water control issues that may be important?
Proper management of surface water should have a high priority due to the susceptibility of soil erosion.
9. Recommendations for surface water:
An effort should be made to educate landowners within the subdivision about the potential detrimental effects to the water table due to the over fertilization and excessive application of herbicides and pesticides on lawns and landscapes.

8. Groundwater -

1. What is the depth to groundwater?
Greater than 80 centimeters.
2. Has the groundwater been tested for suitability for human consumption?
Unknown.
3. How will the use of groundwater impact nearby users?
Unknown.
4. Recommendations for groundwater considerations:
Proper control of excessive surface water and storm water runoff should be maintained to prevent the contamination of groundwater resources.

IV. Vegetation

A. Ground Area -

1. Are there any concerns with potential overgrazing?
The proposed subdivision is to be utilized small acreage lots, so a high potential exists for overgrazing. Landowners should be educated concerning pasture management and animal stocking rates. Information can be received from UW Extension, NC Weed & Pest, and Natrona County Conservation District regarding these topics.
2. Are there any noxious weed or pest concerns?
Unknown. Contact Natrona County Weed & Pest for weed and pest concerns.
3. Are there any needs or concerns for windbreaks? (Ex. Living Snow Fence)
NCCD can be contacted by landowners for information on developing windbreaks.
4. Is there use of natural vegetation for drought tolerance and wildlife benefits?
Only naturally occurring ground cover at present.
5. What is the predominant ground cover?
Native grasses and forbs.
6. Are there any threatened or endangered plants in the proposed subdivision area?
Unknown. Contact Bureau of Land Management for further information.
7. Are there stream side buffers?
Irrigation ditches should be managed in such a manner as to not have excessive runoff of either nutrients, manure, weed seeds, etc. Buffers could include vegetation or just a rock barrier. Landowners would need to contact CAID for rules around the irrigation ditches.
8. Is there a vegetation reclamation plan in place?
Unknown. NCCD highly recommends replanting native and quick establishing forbs and grasses to minimize the spread of weeds.
9. Is there a plan for weed control?
Landowners are encouraged to contact the Natrona County Weed and Pest for further information.

10. Is there an existence of prime or unique farm land?

No. While this acreage is currently utilized for farming, per the Custom Soil Resource Report, the area is not considered prime or unique farm land.

V. Other Recommendations or Agencies that can help with potential problems:

Due to the high potential for wind erosion and weed infestation, we highly recommend reseeding disturbed soils with native grass and forb mixes as soon as possible after disturbances. The planting of shelterbelts can help minimize scouring and also offer many other benefits to the environment. Casper Alcova Irrigation District should be the prime contact as far as easements, water rights, water fees, and irrigation usage and management. UW Extension, NC Weed & Pest, and NCCD are all resources for small landowners.

VI. Name of Conservation District: Natrona County Conservation District

Persons responsible for the subdivision review:

Robert Shellard, Chairman
Andy Anderson, Vice-Chairman
Richard Hallingstad, Treasurer

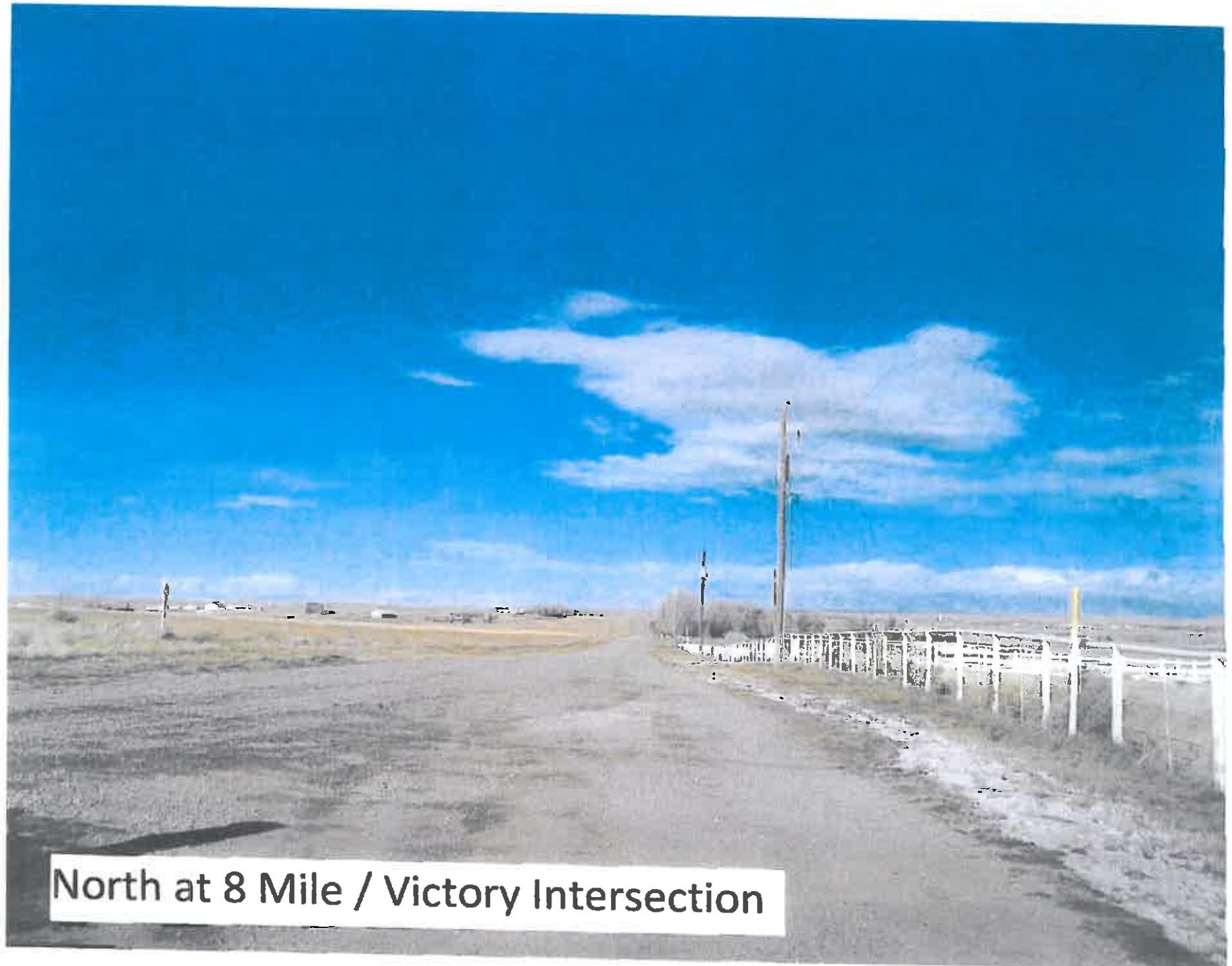
Tammy Cobb, Supervisor
Len Camp, Supervisor
Lisa Ogden, District Manager

Date submitted to Natrona County:

12/21/2015



Looking West at 8 Mile/ Victory Intersection



North at 8 Mile / Victory Intersection



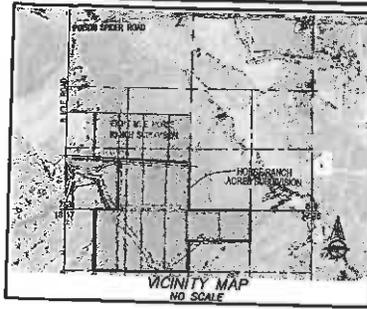
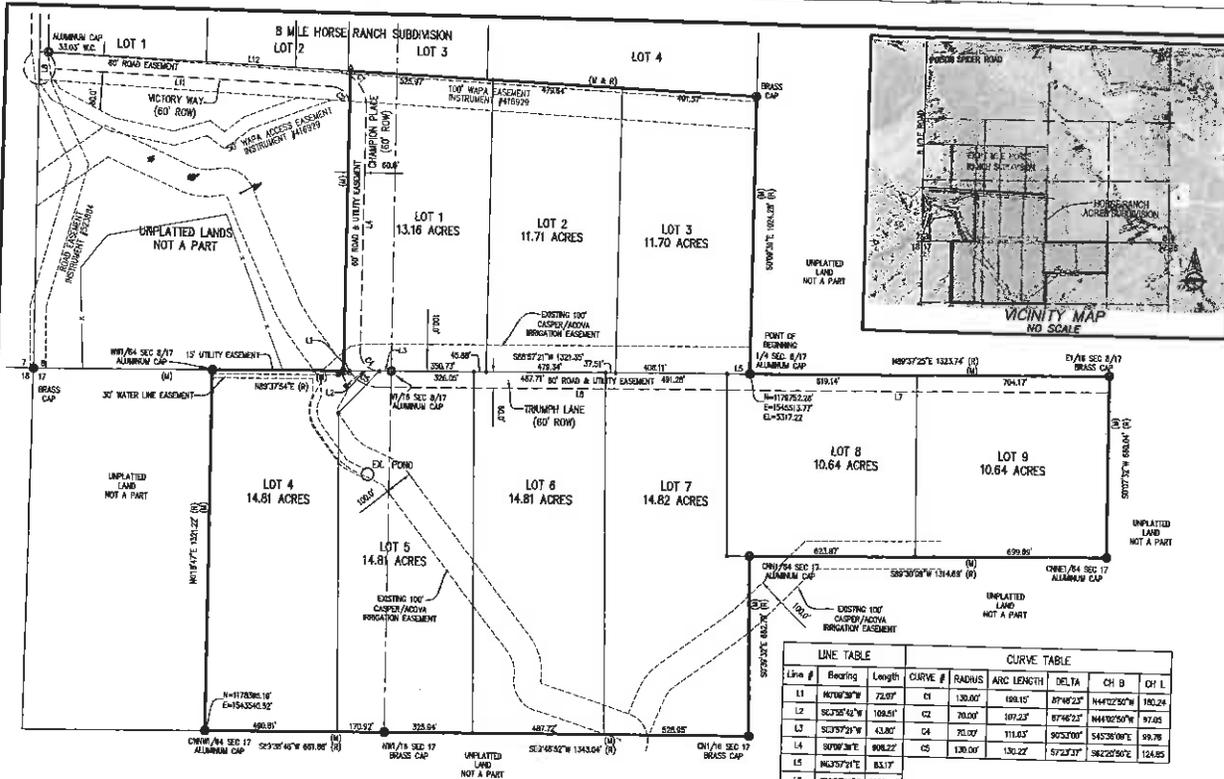
Looking east at 8 Mile/Victory intersection

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**2016 Planning and Zoning Commission
Meeting Schedule
And
Submittal Deadlines**

Both the Natrona County Planning and Zoning Commission and the Board of County Commissioners' meetings are public hearings and begin at 5:30 p.m. in the District Court Room #1 on the second floor of the County Courthouse, 200 North Center Street, Casper, Wyoming.

Application Deadline	Planning and Zoning Commission Meeting	BOCC Meeting
November 16, 2015	January 12, 2016	February 2, 2016
December 21, 2015	February 9, 2016	March 1, 2016
January 15, 2016	March 8, 2016	April 5, 2016
February 22, 2016	April 12, 2016	May 3, 2016
March 21, 2016	May 10, 2016	June 7, 2016
April 25, 2016	June 14, 2016	July 5, 2016
May 23, 2016	July 11, 2016	August 2, 2016
June 20, 2016	August 9, 2016	September 6, 2016
July 25, 2016	September 13, 2016	October 4, 2016
August 22, 2016	October 11, 2016	November 1, 2016
September 19, 2016	November 8, 2016	December 6, 2016
October 24, 2016	December 13, 2016	January 3, 2017
November 21, 2016	January 10, 2017	February 7, 2017
December 19, 2016	February 14, 2017	March 7, 2017



LINE TABLE		CURVE TABLE						
Line #	Bearing	Length	CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
L1	N47°02'30"W	72.07	C1	130.00'	198.15'	87°48'23"	N44°22'50"W	100.24
L2	S63°25'42"W	168.51'	C2	70.00'	107.23'	87°48'23"	N44°22'50"W	97.65
L3	S43°57'31"W	43.80'	C4	70.00'	111.63'	90°52'00"	S45°38'08"E	99.78
L4	S07°07'30"E	908.22'	C5	130.00'	130.22'	57°23'37"	S82°20'50"E	124.85
L5	N63°57'31"E	83.17'						
L6	S83°57'31"W	1282.28'						
L7	S80°58'48"W	1405.67'						
L8	S92°2'38"E	1403.14'						
L9	S87°58'01"E	1225.71'						
L10	N87°58'01"W	1208.27'						

- NOTES**
1. ERROR OF CLOSURE EXCEEDS 0.000000.
 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/08.
 3. THE CONCORDANCE ANGLE AT THE POINT OF BEGINNING IS 0°50'27.80", AND THE CONCORDANCE FACTOR IS 0.9997422.
 4. ALL DISTANCES ARE GROUND.
 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAD 83 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
 6. NO PREPARED PUBLIC SEWERS DISPOSAL SYSTEM.
 7. NO PUBLIC MAINTENANCE OF PUBLIC ROADS - NATRONA COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF PUBLIC SUBDIVISION ROADS.
 8. CASPER/ACWA IRRIGATION EASEMENTS ARE LOCATED AT 50' ON EACH SIDE OF THE CENTER LINE OF THE EXISTING IRRIGATION DITCHES.

APPROVALS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING BY RESOLUTION PASSED THIS _____ DAY OF _____, 2016.

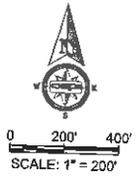
ATTEST: _____ COUNTY CLERK

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ BOARD CHAIRMAN

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ COUNTY PLANNER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ COUNTY SURVEYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016. _____ COUNTY HEALTH DEPARTMENT



CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
 COUNTY OF NATRONA }

THE UNDERSIGNED, THOMAS J. WALTERS & KADA S. WALTERS, & FINE RIDGE PROPERTIES, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SITUATE WITHIN THE SE1/4 OF SECTION 8 AND ALL OF THE E1/2N1/4W1/4, NE1/4SW1/4 & NW1/4SW1/4 OF SECTION 17, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER CORNER TO SAID SECTIONS 8 AND 17, MONUMENTED BY AN ALUMINUM CAP AND BEING THE POINT OF BEGINNING;

THENCE N87°58'41"E, ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1208.27 FEET TO THE SW CORNER CORNER TO SAID SECTIONS 8 AND 17, MONUMENTED BY A BRASS CAP;

THENCE S00°57'31"E, ALONG THE EAST LINE OF THE NE1/4SW1/4 OF SAID SECTION 17, A DISTANCE OF 658.61 FEET TO THE CORNER CORNER OF SAID SECTION 17, MONUMENTED BY AN ALUMINUM CAP;

THENCE S84°02'27"W, ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 17, A DISTANCE OF 1243.34 FEET TO THE CORNER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP;

THENCE S01°18'37"E, ALONG THE EAST LINE OF THE NE1/4SW1/4 OF SAID SECTION 17, A DISTANCE OF 682.85 FEET TO THE SW CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP;

THENCE S81°58'17"W, ALONG THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SECTION 17, A DISTANCE OF 1242.91 FEET TO THE NW CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP;

THENCE S83°57'31"W, ALONG THE SOUTH LINE OF THE E1/2N1/4W1/4 OF SAID SECTION 17, A DISTANCE OF 601.73 FEET TO THE CORNER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP;

THENCE N00°57'31"E, ALONG THE WEST LINE OF THE E1/2N1/4W1/4 OF SAID SECTION 17, A DISTANCE OF 1200.78 FEET TO THE SW CORNER OF SAID SECTION 17, MONUMENTED BY AN ALUMINUM CAP;

THENCE S81°58'17"W, ALONG THE NORTH LINE OF THE E1/2N1/4W1/4 OF SAID SECTION 17, A DISTANCE OF 458.64 FEET TO A POINT, MONUMENTED BY AN ALUMINUM CAP;

THENCE N00°57'31"E, ALONG THE NORTH LINE OF THE E1/2N1/4W1/4 OF SAID SECTION 17, A DISTANCE OF 1105.67 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY AN ALUMINUM CAP;

THENCE S01°18'37"E, ALONG THE NORTH LINE OF THE PARCEL, ALSO BEING THE SOUTH LINE OF 8 MILE HORSE RANCH SUBDIVISION, A DISTANCE OF 1407.18 FEET TO THE NORTHEAST CORNER OF THE PARCEL, AND THE SOUTHWEST CORNER OF 8 MILE HORSE RANCH SUBDIVISION, MONUMENTED BY A BRASS CAP;

THENCE S00°57'31"E, ALONG THE EAST LINE OF THE PARCEL, AND THE SW CORNER OF SAID SECTION 8, A DISTANCE OF 1208.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 117.11 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DESIGNATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE TERMS OF THE UNDERGROUND OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "HORSE RANCH ACRES SUBDIVISION" AND THAT ALL ROADS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC USE AND UTILITY EASEMENTS AS SHOWN HEREON, RESERVING RIGHTS OF ACCESS, CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY LINES, CONDUITS, DITCHES AND DRAINAGE.

FINE RIDGE PROPERTIES, LLC
 P.O. BOX 884
 MILLS, WYOMING 82444

JERRY A. COOK - MEMBER FINE RIDGE PROPERTIES, LLC
 GREG D. COOK - MEMBER FINE RIDGE PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JERRY A. COOK AND GREG D. COOK, MEMBERS OF FINE RIDGE PROPERTIES, LLC, THIS _____ DAY OF _____, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

THOMAS J. & KADA S. WALTERS
 FINE RIDGE PROPERTY, LLC
 CASPER, WYOMING 82404

THOMAS J. WALTERS - OWNER
 KADA S. WALTERS - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THOMAS J. AND KADA S. WALTERS, OWNERS, THIS _____ DAY OF _____, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

PLAT OF A PORTION
 OF THE SE1/4 SECTION 8 & THE
 E1/2N1/4W1/4, NE1/4SW1/4 & NW1/4SW1/4
 SECTION 17, T.33N., R.80W., 6TH P.M.

AS
HORSE RANCH ACRES SUBDIVISION

BEING A PORTION OF THE SE1/4 SECTION 8
 AND ALL OF THE E1/2N1/4W1/4, NE1/4SW1/4 & NW1/4SW1/4
 SECTION 17, T.33N., R.80W., 6TH P.M.,
 NATRONA COUNTY WYOMING
 W.O. #15-037