



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Tuesday, March 1, 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. APPROVAL OF CONSENT AGENDA

V. 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 *(tabled at the 2-2-2016 meeting until the 3-1-2016 meeting)*

VI. PUBLIC HEARINGS

A. Resolution 04-16 Transfer of Funds- Clerk, Coroner, Commissioner, R&B, 1%

B. CUP15-6 Request for approval of 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).

VII. PUBLIC COMMENTS

VIII. COMMISSIONER COMMENTS

IX. ADJOURNMENT



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

CONSENT AGENDA

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

I. APPROVAL OF FEBRUARY 16, 2016 MEETING MINUTES

II. APPROVAL OF BILLS - \$1,214,710.26

III. STATEMENT OF EARNINGS

Clerk of Court	\$9,563.48
Lake	\$13,000.00
Mountain	\$6,652.50
Planning	\$20,776.78
Road & Bridge	\$4,211.50
TOTALING	\$42,504.26

IV. NOTICE OF AWARD

A. Notice of Award to Wayne Coleman Construction for the Lone Bear Drainage Improvements

V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

**TOTALING \$743.99: 2015 TSC MANUFACTURING & SUPPLY - \$404.69; 2015 MICHAEL BRIGGS
LIVING TRUST - \$339.30**

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
February 16, 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 Hendry moved for approval of the Consent Agenda. Commissioner Lawson seconded the motion. Motion carried.

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 (tabled at the 2-2-16 meeting until 2-16-16)

Commissioner Keating moved to remove this item from the table. Commissioner Schlager seconded the motion. Motion carried.

Dick O'Hearn, Park Director gave brief report of the revisions made to the agreement with the BOR.

Commissioner Hendry moved to table the Agreement until the March 1st meeting allowing the public and Parks Board to review. Commissioner Keating seconded the motion. Motion carried.

PUBLIC HEARINGS

A. RETAIL LIQUOR LICENSE:

ALCOVA RESORT LLC. d/b/a Alcova Lakeside Marina; C. C. COWBOYS, INC. d/b/a Racks; GRACE PARTNERS LLC d/b/a Sky Terrace; THE SHOE, INC. d/b/a The Horseshoe Bar; HENDERSON IRREVOCABLE TRUST d/b/a Lazy 8; NORTHERN DREAMS d/b/a Northern Dreams; DEBRA PETERSON d/b/a Rimrock Bar; ON THE ROCKS, INC. d/b/a Sunset Grill; C. LEANN MOSES d/b/a Mountain Home; RICHARDSON & RICHARDSON, INC. d/b/a Hiland's Bright Spot

RESTAURANT LIQUOR LICENSE:

CASPER MOUNTAIN RESORT, LLC. d/b/a Casper Mtn Inn & Country Store; RONALD STRANG d/b/a Black Gold Grille

LIMITED RETAIL LIQUOR LICENSE:

CASPER BOAT CLUB d/b/a Casper Boat Club; COUNTRY CLUB d/b/a Casper Country Club

RETAIL COUNTY MALT BEVERAGE PERMITS:

Black Ops, LLC d/b/a Sloane's General Store; PATHFINDER BOAT CLUB d/b/a Pathfinder Boat Club; NATRONA COUNTY FAIR ASSOCIATION d/b/a Central WY Fair & Rodeo

Clerk Vitto reported these are standard annual license renewals; County has met all requirements hearing no protests; recommended tabling CASPER MOUNTAIN RESORT, LLC. d/b/a Casper Mtn Inn & Country Store (applicant works out of state and application process has yet to be completed); C. C. COWBOYS, INC. d/b/a Racks (currently not compliant with the Secretary of State Office with annual report and the liquor division has placed them on a sales tax

hold due to this reason) until the March 15th meeting giving both parties plenty of time to meet requirements before current licenses expire..

Chairman Chadwick opened up the public hearing.

Speaking in favor: none

Speaking in opposition: none

Hearing no comments the Chairman Chadwick closed the public hearing.

Commissioner Hendry moved to table CASPER MOUNTAIN RESORT, LLC. d/b/a Casper Mtn Inn & Country Store and C. C. COWBOYS, INC. d/b/a Racks until the March 15th meeting. Commissioner Lawson seconded the motion. Motion approved.

Commissioner Hendry moved to approved the remaining Retail Liquor License, Restaurant Liquor License, Limited Retail Liquor License And Retail County Malt Beverage Permits. 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 6:12 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB	2,923.86	E&F TOWING TRANSPORTING	335.00
71 CONSTRUCTION	154,808.39	EAGLE UNIFORM & SUPPLY CO	300.00
AAKER SIGNS & DESIGNS	1,201.92	EIDE BAILLY LLP	245.00
ABC LEGAL SERVICES INC	510.00	EMERGENCY MEDICAL PHYSICIANS	2,528.00
ADVANCED HYDRAULIC &	19.09	ERICKSON, JAMIE L	750.00
AIRGAS USA LLC	701.90	EXTENDATA	1,545.53
ALCOHOL & DRUG TESTING, INC.	1,552.55	FASTENAL COMPANY	76.35
ALL AREA PROCESS SERVICE	1,820.00	FEDERAL EXPRESS CORP	35.81
ALL SERVICE PLUMBING, LLC	1,963.48	FERGUSON ENTERPRISES INC #3201	128.02
ALSCO	79.57	FIRST CALL COMMUNICATIONS	138.50
AMERICAN MEDICAL BROKERS	6,554.41	FIRST INTERSTATE BANK	276.88
AMERIGAS PROPANE LP	2,203.08	FLEMMING SUPPLY INC	14.70
ANCHOR ELECTRIC INC	2,180.00	FLEXSHARE BENEFITS	185.00
ANIXTER POWER SOLUTIONS	19.08	FOX, JULIE L.	1,187.50
ARC ELECTRIC	365.00	FRED PRYOR SEMINARS	149.00
ATLAS OFFICE PRODUCTS	2,732.00	GALLS LLC	975.00
B & B RUBBER STAMP SHOP LLC	60.00	GASTROENTEROLOGY ASSOCIATES	133.00
BARGREEN ELLINGSON DBA	741.60	PC	
BENNETT, THOMAS L MD	5,298.30	GEM CITY BONE & JOINT PC	191.00
BEST FRIENDS VETERINARY	127.84	GENEVA WOODS LTC & MEDSET	15,431.23
BIG D OIL	522.83	GIRALDO, ALBERTA G	40.00
BLOEDORN LUMBER - CASPER	96.37	GRAINGER	342.28
BOB BARKER COMPANY INC	7,419.82	GREENUP, JENNIFER LYNN	1,487.50
BOBCAT OF CASPER	168.48	GREINER MOTOR CO-CASPER	349.86
BROWN, JACQUELINE K	5,000.00	GUTIERREZ, JASON	21.92
BUSHWELLS SPORTING GOODS	12.00	HARBOR FREIGHT TOOLS	699.99
CAPITAL BUSINESS SYSTEMS INC	565.94	HARDEN, CHAD E	5,000.00
CASPER MEDICAL IMAGING PC	263.00	HDR ENGINEERING, INC.	22,623.12
CASPER- NATRONA CNTY HEALTH	300.00	HENSLEY BATTERY LLC	132.02
CASPER ORTHOPAEDIC ASSOCIATES	299.90	HIGH PLAINS POWER INC	823.62
CASPER PD METH CONFERENCE	500.00	HOFFMAN, DONNA	159.35
CASPER STAR TRIBUNE	656.35	HOOD'S EQUIPMENT	539.00
CASPER TIRE LLC	3,802.74	HOWARD SUPPLY CO LLC	775.07
CENTRAL WY FAIR AND RODEO	51,285.75	IAC&ME	250.00
CENTRAL WY NEUROSURGERY	285.56	IMS INFRASTRUCUTRE MNGMT SERV	250.00
CENTURYLINK	252.68	INTERNATIONAL CODE COUNCIL INC	240.00
CHAMBERS, JOHN D	5,000.00	ISC INC	27,443.46
CHAPMAN CONTRACTING	829.18	JACK'S TRUCK & EQUIPMENT	503.08
CHARTER COMMUNICATIONS	129.35	JACOBSEN, JODDEE	240.00
CITY DIRECTORIES	690.00	KADRMAS LEE & JACKSON INC	208.75
CITY OF CASPER	10,180.00	KIESTER, JILL	603.64
CMS COMMUNICATIONS INC	91.66	KINTRONICS, INC.	1,185.25
COASTAL CHEMICAL CO LLC	54.80	LAWSON, JOHN	27.10
COCA-COLA BOTTLING COMPANY	309.55	LINCARE INC	110.00
COMMUNICATION TECHNOLOGIES INC	8,077.59	MCKEE MEDICAL CENTER	705.00
COMMUNITY ALTERNATIVES OF	1,170.00	MCMURRY READY MIX	1,673.35
COMPLETE SAFETY SVCS, INC	206.00	MERBACK AWARD COMPANY	98.00
CORNERSTONE PROGRAMS CORP	139,050.00	MERCER FAMILY RESOURCE CENTER	9,383.31
COTTON, TIMOTHY C PC	8,859.38	MIDWEST HOSE & SPECIALTY INC	44.29
COWBOY AUTO SPA	29.50	MIDWEST MEDICAL SUPPLY	272.66
COWBOY CHEMICAL	3,086.95	MTN STATES LITHOGRAPHING	440.57
CRUM ELECTRIC SUPPLY CO	278.16	NACO	860.00
DEWITT WATER SYSTEMS & SERVICE	160.50	NAPA AUTO PARTS	1,818.26
DOOLEY OIL/CASPER	24.00	NATRONA COUNTY EMPLOYEE	
DRIVEN POWERSPORTS INC	94.70		455,000.00
DRUG TESTING SVCS NATRONA CTY	146.00	NC FIRE PROTECTION	15,000.00

NC FIRE PROTECTION DISTRICT	1,166.67	STOTZ EQUIPMENT	134.10
NC TREASURER	16,253.87	SUTHERLANDS	71.31
NEUBERT, JEANNE	1,062.50	TEETH R US/TRU DENTAL LLC	236.00
NEWCOMER FUNERAL HOME	2,000.00	THOMSON REUTERS - WEST	904.39
NORCO INC	359.38	TRACTOR SUPPLY CREDIT PLAN	479.96
NORCO, INC, SLC, UT	86.36	TUBOSCOPE	5,671.24
NORTH PLATTE PATHOLOGY LLC	59.00	TWO WAY RADIO SERVICES INC	185.00
ORACLE AMERICA INC	203.07	VERIZON WIRELESS	441.54
ORION HEALTHCARE	3,628.00	VITTO, RENE A	561.06
ORKIN	1,067.79	VOLIN, ANNE	20.68
OUTPATIENT RADIOLOGY, LLC	700.00	WALMART COMMUNITY/RFC SLLC	400.00
PARK STREET LAW OFFICE	1,305.00	WASTE CONNECTIONS INC	329.47
PCM-G/GLOBAL GOVED	500.00	WEAR PARTS INC	620.74
POWDER RIVER SHREDDERS LLC	315.00	WESTERN WY LOCK & SAFE	161.00
PRINTER PROS	285.00	WGGA	190.00
PROCESS SERVICE OF WYOMING INC	1,948.26	WILKERSON, JAMES A. IV MD PC	1,190.00
PROFESSIONAL CLEANING SYSTEMS	2,666.00	WILLOUGHBY, PHILLIP T.	8,115.00
QUALITY OFFICE SOLUTIONS INC	2,278.50	WIMACTEL INC	140.00
QUALITY PLUMBING PARTS INC	113.00	WLC ENGINEERING	27,200.00
RICOH USA INC	105.00	WONDER WASH LLC	9.00
RMI	2,480.32	WOOD, CINDY ATTN Y AT LAW	5,147.47
ROCKY MOUNTAIN POWER	35,671.81	WORTHINGTON, LENHART	290.00
RODOLPH BROTHERS INC	1,335.00	WYDOT-FINANCIAL SVCS	8,695.50
RT COMMUNICATIONS INC	39.53	WY COUNTY & PROSECUTING	200.00
SAFETY- KLEEN SYSTEMS INC	331.22	WY DEPT OF AGRICULTURE	50.00
SCHLAGER, STEVE	70.73	WY HEALTH MEDICAL GROUP	1,121.60
SECRETARY OF STATE	120.00	WY MACHINERY	8,927.37
SHAMROCK FOODS COMPANY	28,859.82	WY MEDICAL CENTER	5,976.12
SINCLAIR FLEET TRACK	301.92	WY ORAL &	2,730.00
SIRCHIE FINGER PRINT	384.39	WY STEEL RECYCLING IRON &	200.00
SOURCEGAS LLC	18,341.76		
STAPLES PRINT SOLUTIONS	161.03		
STEARNS, JANE MS LPC	375.00		1,214,710.26



Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

MEMO

DATE: February 19, 2016

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

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

SUBJECT: Notice of award to Wayne Coleman Construction for the Lone bear Drainage Improvements.

On February 18, 2016 bids were received from Wayne Coleman Construction, Treto Construction, Installation and Service Company, Earth Works Solutions, Barnum Inc., 71 Construction, LCI Trucking and Construction, and Hedquist Construction. Wayne Coleman Construction submitted the low Base Bid of \$213,153.50. The second lowest Base Bid was \$251,236.00 submitted by Treto Construction.

The bids were evaluated and appear to all be responsive. After thoroughly reviewing and tabulating the bids, there were mathematical errors with Treto construction, Barnum Inc. and LCI Trucking and Construction bids. The errors were minor and do not affect the order of the bid results.

In accordance with Section 19.6 of the Instructions to Bidders, the Award of the project will be based upon the Total Base bid. Staff and our Engineering firm WLC recommend that the project be awarded to Wayne Coleman Construction for the Base Bid amount of \$213,153.50 and we also recommend that the Add-alternate Bid, totaling \$179,153.50, be included with the award. The total contract amount would be **\$392,307.00**.

The Base Bid was for the installation of two (2) 10' dia. culverts capable of handling less than the 25 year storm and would have over-topping of road. The addition of the Add-Alternate Bid would provide for two (2) additional 10' dia. culverts which when combined with the Base Bid culverts would allow the drainage to handle close to 100 year storm event before over-topping.

Funding for this project is will come from the Un-restricted funds held in the County Road Fund Account (CRF).

(Bid Tab Attached)

BASE BID AND ADD-ALTERNATE COMPARISON
LONE BEAR CREEK CROSSING
BID OPENING February 18, 2016

CONTRACTOR	BASE BID	ADD-ALTERNATE BID	COMBINED BID
Wayne Coleman Construction	\$213,153.50	\$179,153.50	\$392,307.00
Treto Construction	\$251,236.00	\$153,496.00	\$404,732.00
Installation and Service Co.	\$273,725.00	\$188,410.00	\$462,135.00
Earth Work Solutions	\$277,760.00	\$166,161.00	\$443,921.00
Barnum, Inc.	\$304,003.00	\$174,937.00	\$478,940.00
71 Construction	\$319,120.71	\$218,650.00	\$537,770.71
LCI Trucking and Construction	\$322,853.96	\$305,653.41	\$628,507.37
Hedquist Construction	\$473,400.00	\$219,800.00	\$693,200.00

NOTICE OF AWARD

Dated: 3-2-2016

TO: Wayne Coleman Construction
(Bidder)

ADDRESS: P.O. Box 2440, Mills WY 82644

CONTRACT: FOR INSTALATION OF CULVERTS

PROJECT: LONE BEAR CREEK CROSSING CR 112

OWNER'S CONTRACT NO.: 1234

You are notified that your bid dated February 16, 2016 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for all work as indicated in the Project Documents for the above referenced project in accordance with the base bid and the add-alternate bid.

The Contract Price of your contract is \$392,307.00 which includes the Add Alternate bid.

Three (3) copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three (3) sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within thirty (30) days of the date of this Notice of Award that is by April 1, 2016

1. Deliver to Owner three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature].

2. Deliver to Owner one copy of:
 - Joint Account Agreement or Letter of Forfeiture waiving same.
 - Performance and Payment Bonds.
 - Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
 - Appropriate certificates of insurance with Natrona County and WLC listed as additional insured.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Natrona County
(Owner)

By:

Forrest Chadwick
Chairman, County Commission
(Title)

SIGN

**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**

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

<u>Article No.</u>	<u>Table of Contents</u>
1	Preamble
2	Definitions
3	Management of the Reservoir
4	Term of Management Agreement
5	Administration, Operation, Maintenance and Development
6	Contingent on Appropriations or Allotment of Funds
7	Fees and Revenues
8	RECLAMATION Use Paramount, Primary Jurisdiction
9	Resource Management Plan/Recreation Area Management Plan
10	Law Enforcement and Safety
11	Risk and Damages/Hold Harmless
12	Incident Reporting
13	Hazardous Materials, Recycling, and Waste Reduction
14	Pest Control/Invasive Species
15	Debris and Waste Removal
16	Variation in Water Level
17	Protection of Natural Resources
18	Consumptive Use of Water by Natrona County
19	Management of United States Personal Property
20	Third Party Contracts, Permits, and Authorizations
21	Unauthorized Use
22	Reservations
23	Title to Land, Improvements, Equipment, and Restoration
24	Review of Recreation Administration, Operation, Maintenance, and Improvements
25	Examination of Records
26	Recreation Use Data Report
27	Miscellaneous Provisions
28	Notice of Cure/Dispute Resolution
29	Modification of Agreement
30	Termination
31	Designated Representatives/Notices
32	Severability
33	Officials or Employees Not to Benefit
34	Third Party Beneficiary Rights
35	Survivor Clause
	Assignment of Agreement

- Exhibit A (Sheets 1 through 3) Alcova, 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

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

Forrest Chadwick

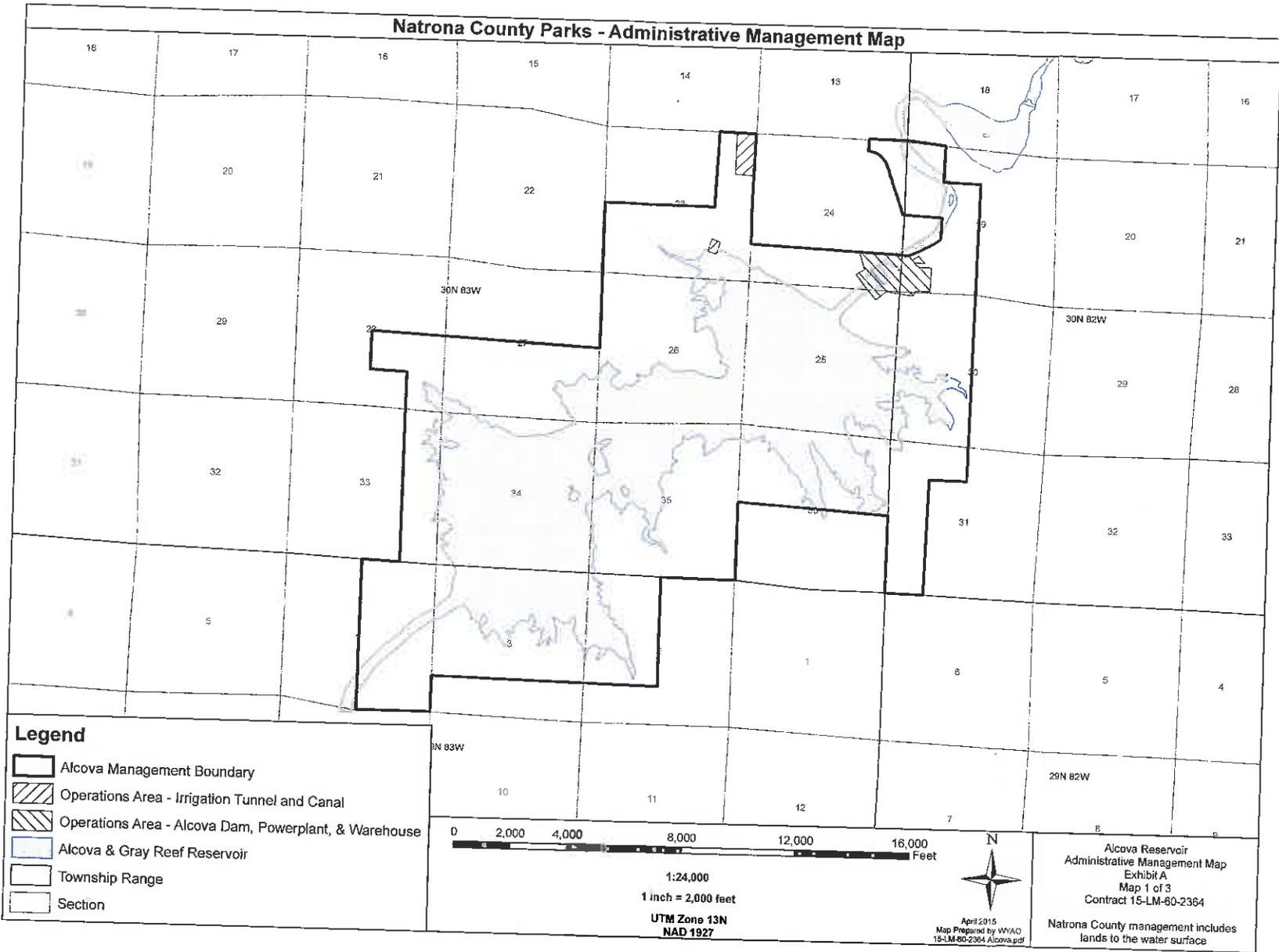
Carlie Ronca

Attest:

Renea Vitto, County Clerk

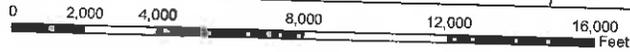
Date

Natrona County Parks - Administrative Management Map



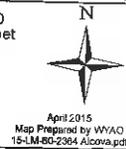
Legend

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



1:24,000
1 inch = 2,000 feet

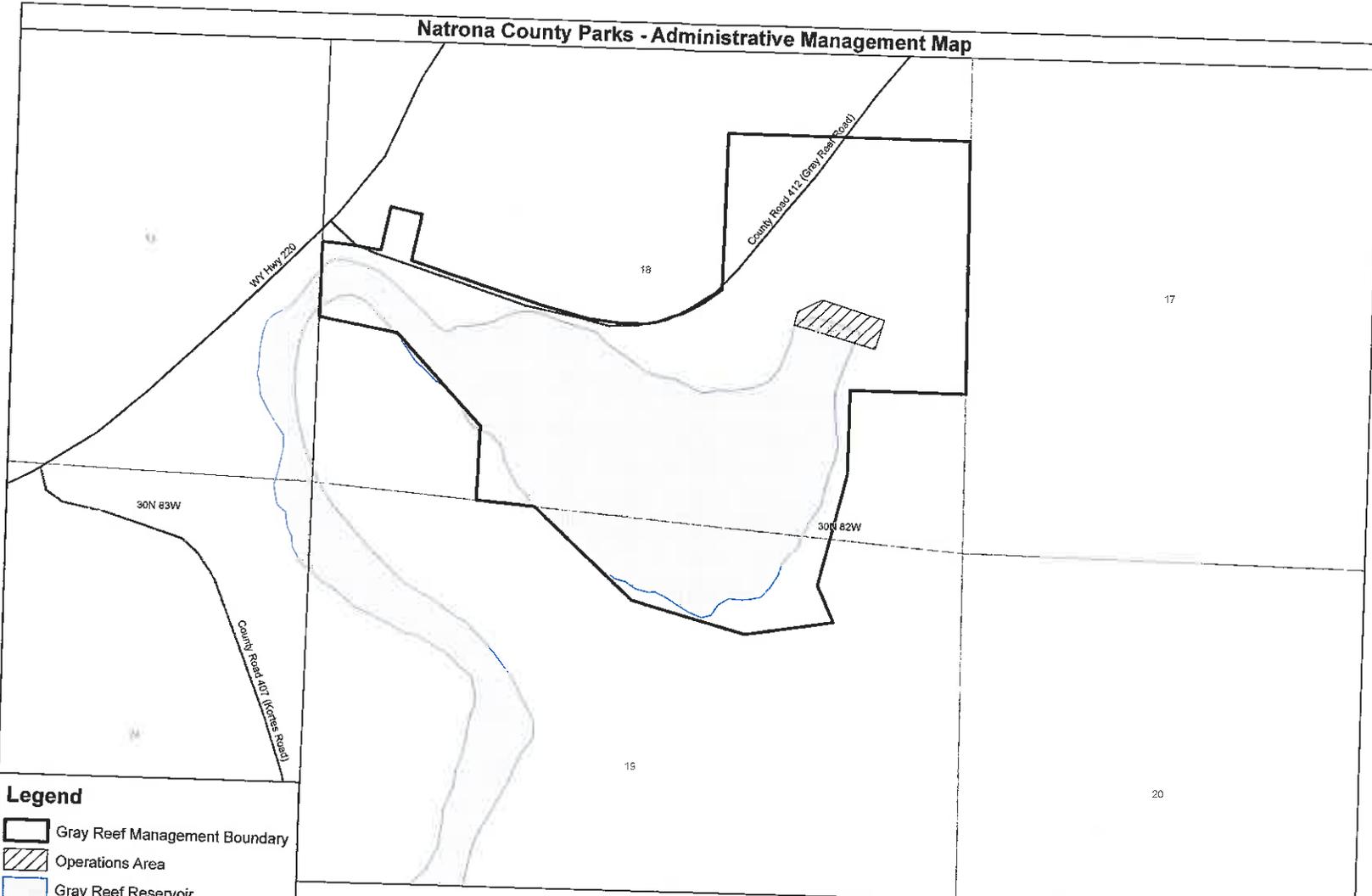
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NAD 1927



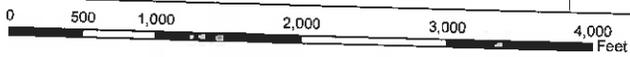
Alcova Reservoir
Administrative Management Map
Exhibit A
Map 1 of 3
Contract 15-LM-80-2364

Natrona County management includes
lands to the water surface

Natrona County Parks - Administrative Management Map



- Legend**
- Gray Reef Management Boundary
 - Operations Area
 - Gray Reef Reservoir
 - Township Range
 - Section
 - Roads



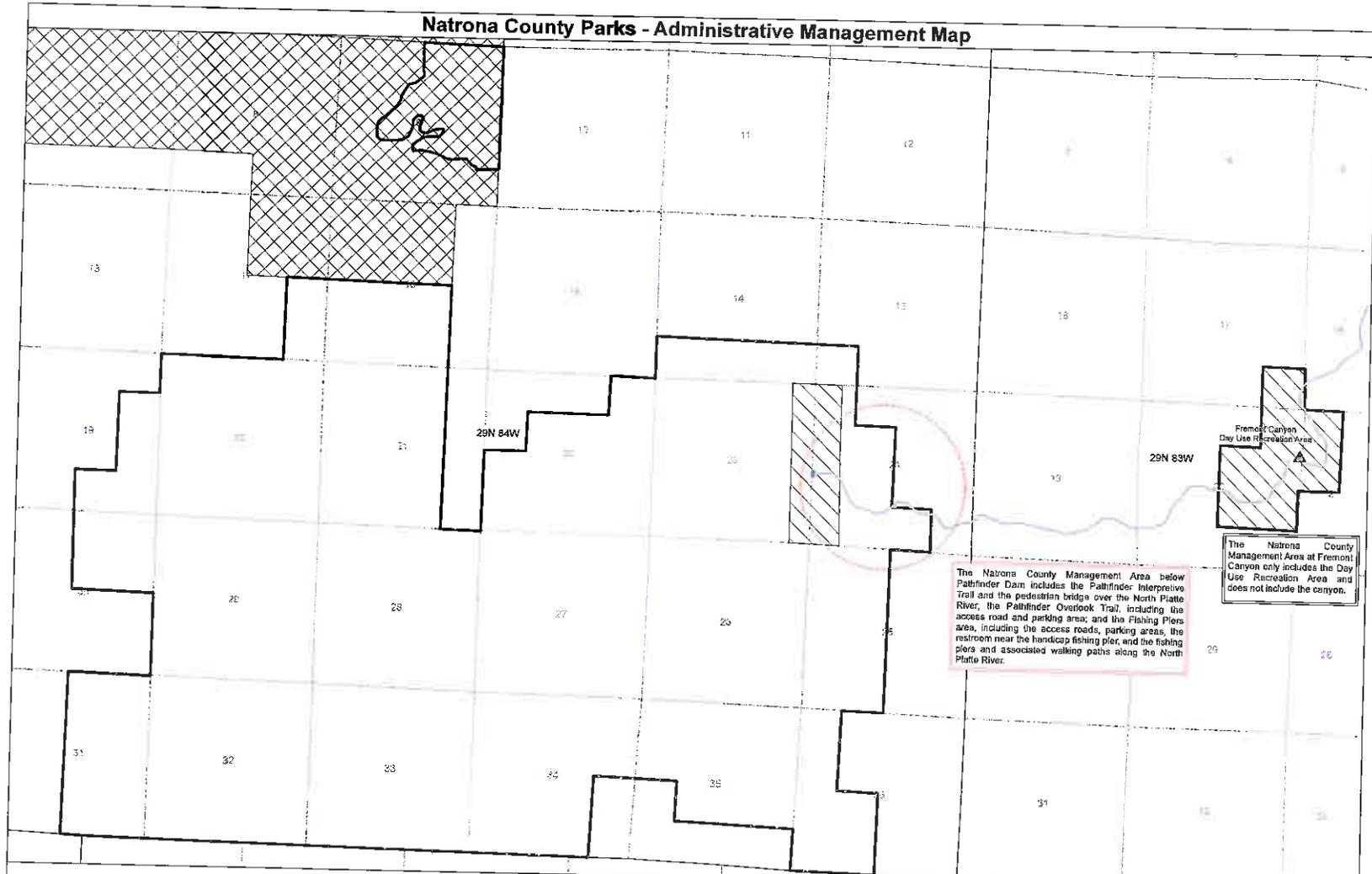
1:6,000
1 inch = 500 feet
UTM Zone 13N
NAD 1927



April 2015
Map Prepared by WVAO
15-LM-60-2364 Gray Reef.pdf

Gray Reef Reservoir
Administrative Management Map
Exhibit A
Map 2 of 3
Contract 15-LM-60-2364
Natrona County management includes
lands to the water surface

Natrona County Parks - Administrative Management Map



The Natrona County Management Area below Pathfinder Dam includes the Pathfinder Interpretive Trail and the pedestrian bridge over the North Platte River, the Pathfinder Overlook Trail, including the access road and parking area; and the Fishing Piers area, including the access roads, parking areas, the restroom near the handicap fishing pier, and the fishing piers and associated walking paths along the North Platte River.

The Natrona County Management Area at Fremont Canyon only includes the Day Use Recreation Area and does not include the canyon.

-  Pathfinder Management Boundary
-  Operations Area
-  Pathfinder National Wildlife Refuge



UTM Zone 13N
NAD 1927

February 2016
Map Prepared by WYACO
15-LM-60-2364 Pathfinder.pdf

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:
- Ground/Surface disturbance
 - Change in capacity
 - Change in purpose
 - 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 on-going 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 28 and NENE of Section 33; and NWNW of Section 34 in T30N R83W of the 6th Principal Meridian, Natrona County, Wyoming.



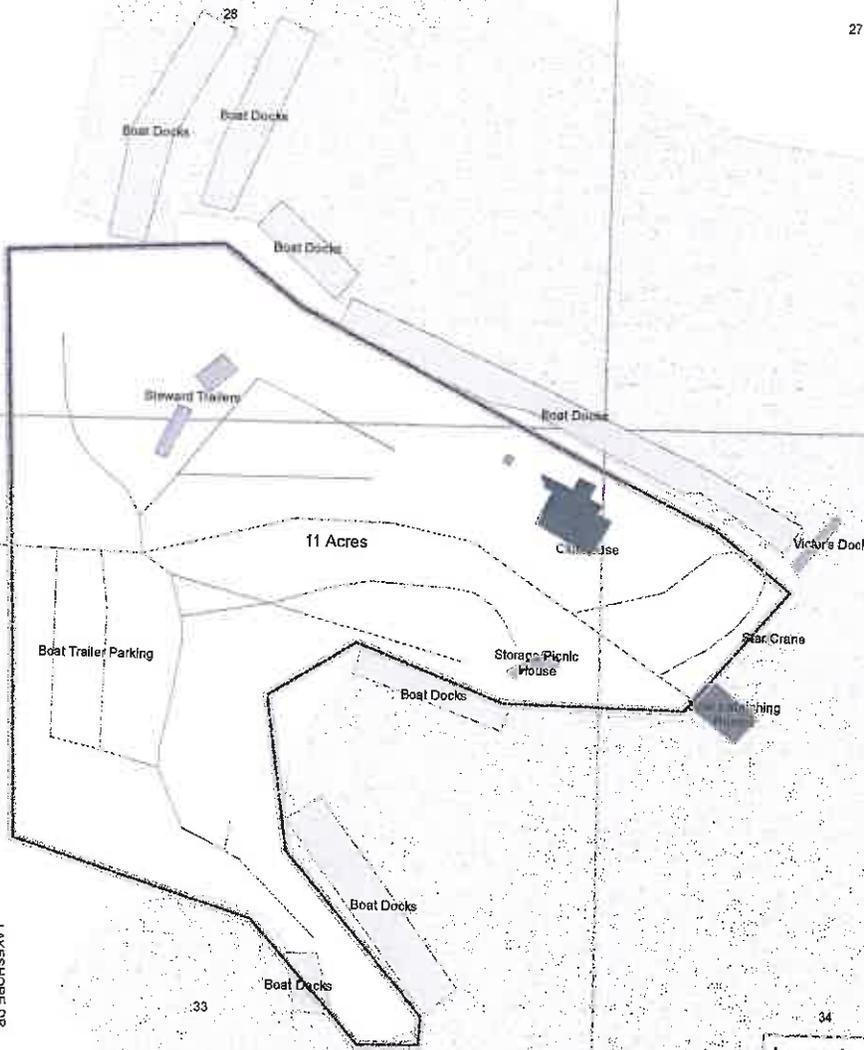
LAKEVIEW RD

LAKESHORE DR

T
30
N

T
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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, completeness, 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 (file 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.

Prepared by:
Natrona County GIS
December 18, 2015

R 83 W

Casper Waterski Club

Alcova Lake
Natrona County, Wyoming

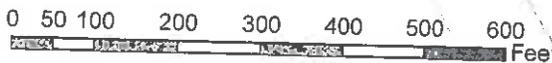
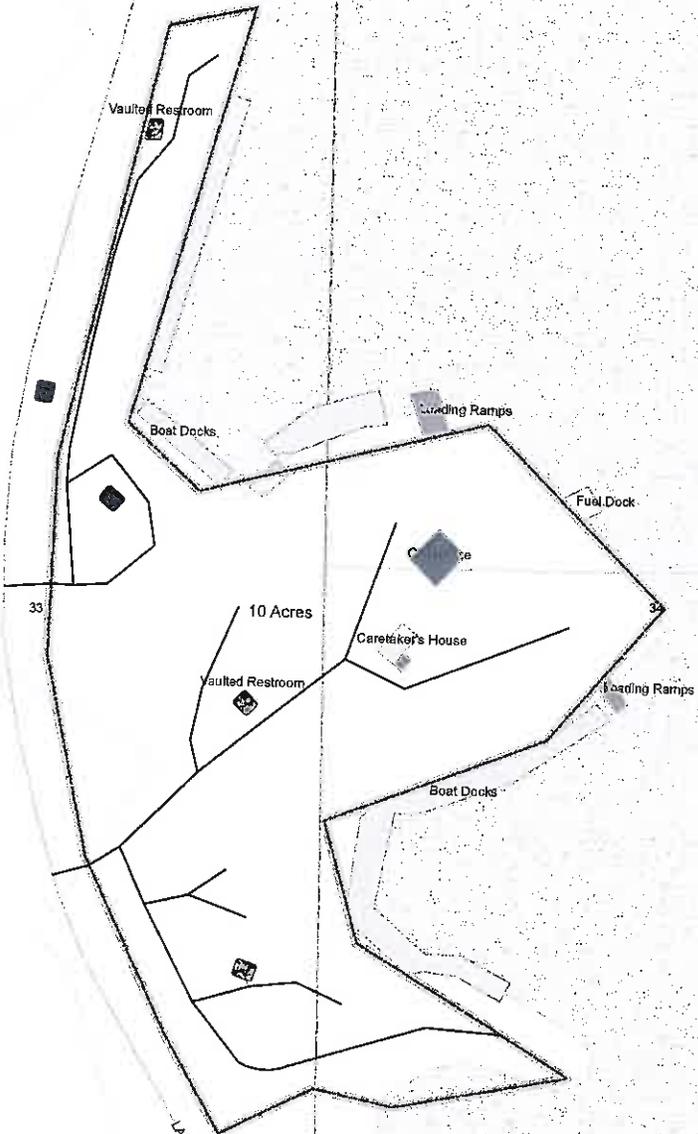
Located in and being portions of E1/2 SE1/4 of Section 33
and the W1/2 SW1/4 of Section 34
in T30N R83W of the 6th Principal Meridian,
Natrona County, Wyoming

Exhibit G



T
30
N

T
30
N



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

Map projection: NAD 83 State Plane Wyoming East Central

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R 83 W

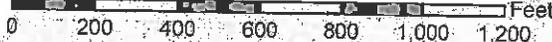
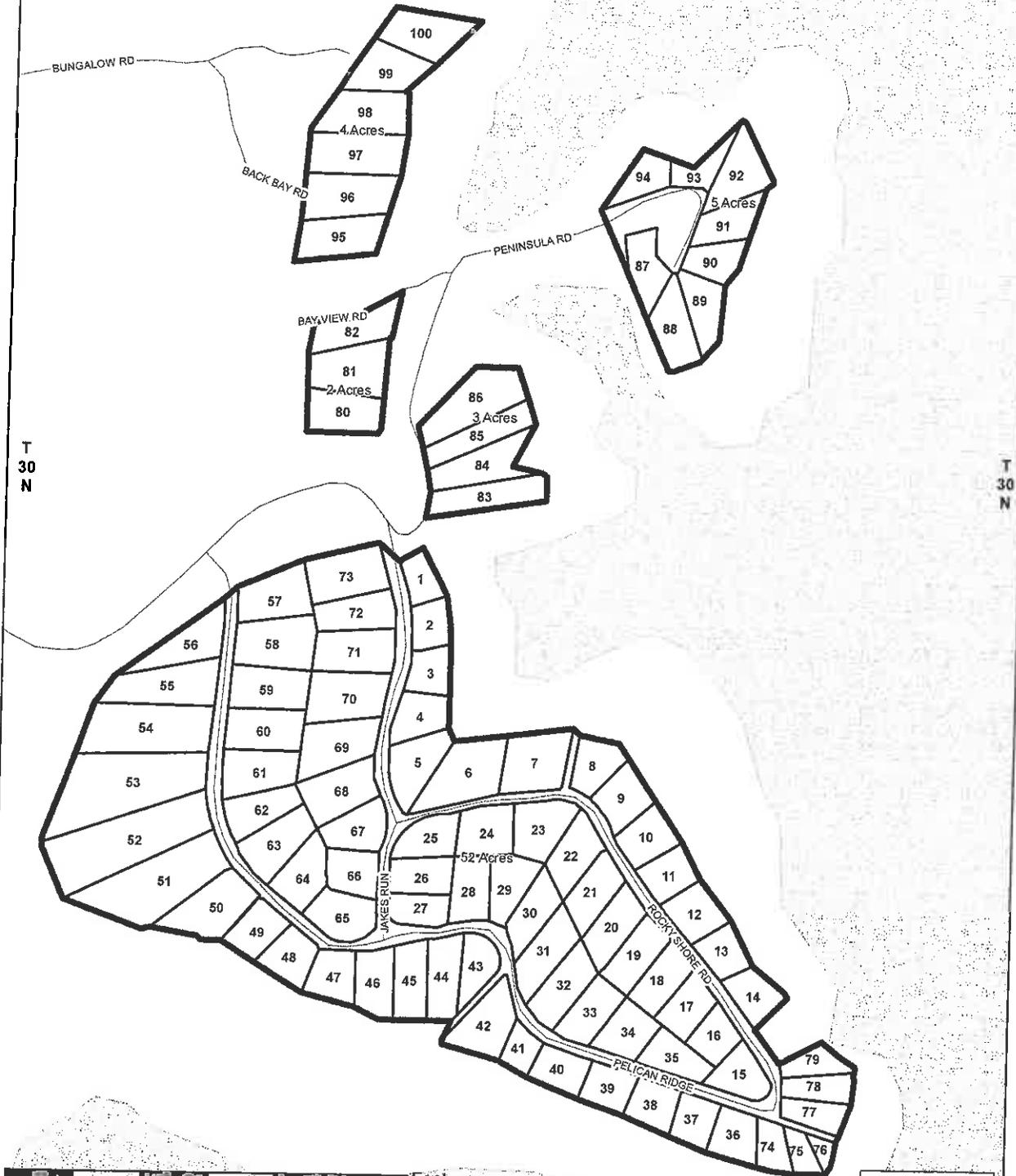
Prepared by:
Natrona County GIS
December 17, 2015

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 6th Principal Meridian, Natrona County, Wyoming.



Map projection: NAD 83 State Plane Wyoming East Central

Disclaimer:
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Map Reproduction:
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Legend

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

Prepared by:
Natrona County GIS
December 17, 2015

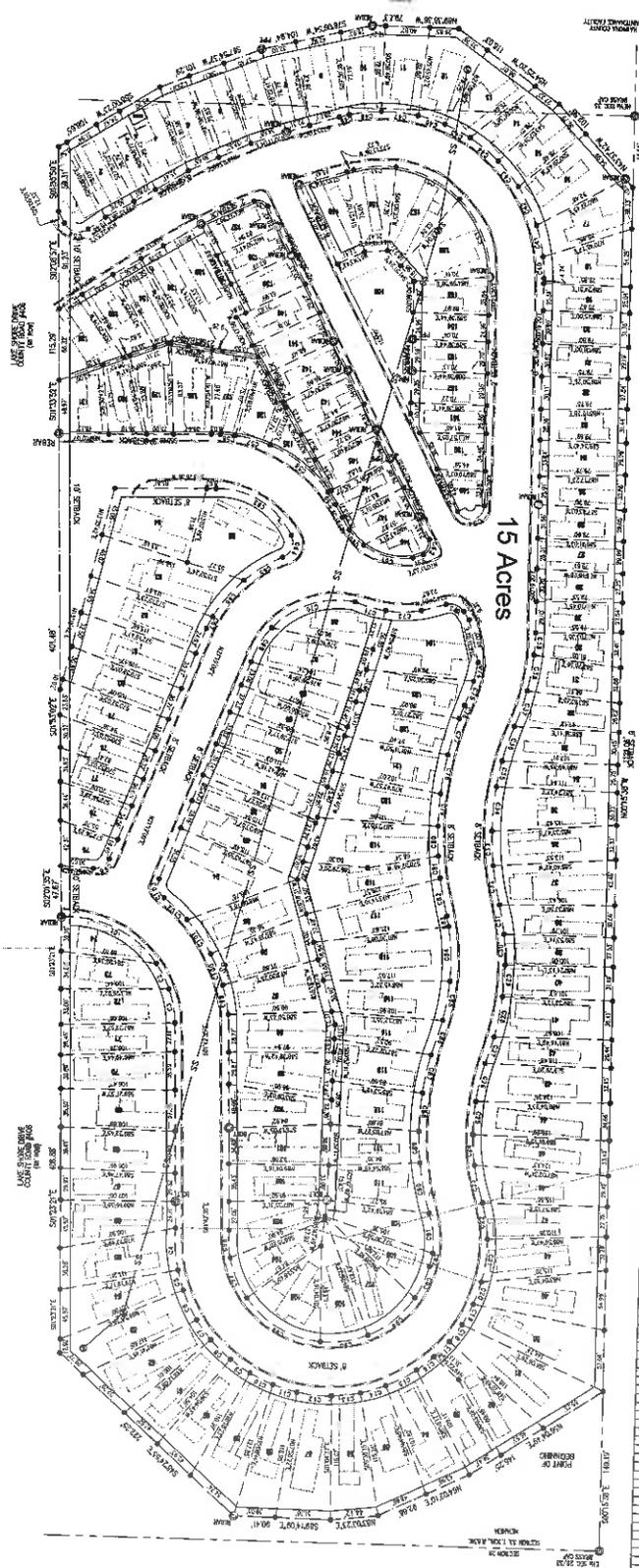
R-83 W



SCALE: 1" = 50'



- LEGEND**
- ▲ SET BACKS CUR
 - SET ALTIMENT 5/8" R&R
 - FOUND MONUMENT AS NOTED



LOT NO.	ACRES	AREA	PERCENT
1	0.01	0.01	0.07
2	0.01	0.01	0.07
3	0.01	0.01	0.07
4	0.01	0.01	0.07
5	0.01	0.01	0.07
6	0.01	0.01	0.07
7	0.01	0.01	0.07
8	0.01	0.01	0.07
9	0.01	0.01	0.07
10	0.01	0.01	0.07
11	0.01	0.01	0.07
12	0.01	0.01	0.07
13	0.01	0.01	0.07
14	0.01	0.01	0.07
15	0.01	0.01	0.07
16	0.01	0.01	0.07
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18	0.01	0.01	0.07
19	0.01	0.01	0.07
20	0.01	0.01	0.07
21	0.01	0.01	0.07
22	0.01	0.01	0.07
23	0.01	0.01	0.07
24	0.01	0.01	0.07
25	0.01	0.01	0.07
26	0.01	0.01	0.07
27	0.01	0.01	0.07
28	0.01	0.01	0.07
29	0.01	0.01	0.07
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31	0.01	0.01	0.07
32	0.01	0.01	0.07
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65	0.01	0.01	0.07
66	0.01	0.01	0.07
67	0.01	0.01	0.07
68	0.01	0.01	0.07
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96	0.01	0.01	0.07
97	0.01	0.01	0.07
98	0.01	0.01	0.07
99	0.01	0.01	0.07
100	0.01	0.01	0.07

LOT NO.	ACRES	AREA	PERCENT
101	0.01	0.01	0.07
102	0.01	0.01	0.07
103	0.01	0.01	0.07
104	0.01	0.01	0.07
105	0.01	0.01	0.07
106	0.01	0.01	0.07
107	0.01	0.01	0.07
108	0.01	0.01	0.07
109	0.01	0.01	0.07
110	0.01	0.01	0.07
111	0.01	0.01	0.07
112	0.01	0.01	0.07
113	0.01	0.01	0.07
114	0.01	0.01	0.07
115	0.01	0.01	0.07
116	0.01	0.01	0.07
117	0.01	0.01	0.07
118	0.01	0.01	0.07
119	0.01	0.01	0.07
120	0.01	0.01	0.07
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122	0.01	0.01	0.07
123	0.01	0.01	0.07
124	0.01	0.01	0.07
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128	0.01	0.01	0.07
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134	0.01	0.01	0.07
135	0.01	0.01	0.07
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197	0.01	0.01	0.07
198	0.01	0.01	0.07
199	0.01	0.01	0.07
200	0.01	0.01	0.07

ALCOVA LAKE TRAILER PARK
 PLAT OF
 AS
 BEING A PORTION OF THE
 WHEREBY OF SECTION 33
 T.35N., R.83W., 6TH P.M.
 NATRONA COUNTY WYOMING
EXHIBIT I

NOTICE OF HEARING

Notice is hereby given of a public hearing on the proposed transfer of funds to supplement the following funds in the amount shown:

FROM:	Unanticipated Revenue	\$49,469.34
TO:	County Clerk/Elections Contract Labor/Services 7031-003-03	\$4,398.05
	County Clerk/Elections Printing Ballots 7405-003-03	\$4,088.44
	County Clerk/Elections Stationery/Printed Material 7406-003-03	\$834.10
	County Clerk/Elections Building Rent 8001-003-03	\$300.00
	County Clerk/Elections Office Supplies 8411-003-03	\$358.09
	Coroner Consultant/Autopsies 7031-006-06	\$1,803.60
	Commissioners/General Accounts Property Damage Claims 7923-005-33	\$11,354.87
	Commissioners/County Roads County Road Study 9182-700-36	\$25,000.00
	Road & Bridge/Vehicle Service Auto Body Repair 8503-008-54	\$1,332.19
FROM:	Balance Sheet Cash Reserve	\$53,169.00
TO:	County Clerk/Administration Salaries 7001-003-01	\$22,500.00

	County Clerk/Administration Wyoming Retirement 7021-003-01	\$3,458.00
	County Clerk/Administration Social Security Match 7023-003-01	\$1,285.00
	County Clerk/Administration Medicare 7024-003-01	\$300.00
	County Clerk/Administration Employee Medical Insurance 7025-003-01	\$4,828.00
	County Clerk/Administration Worker's Compensation 7027-003-01	\$327.00
	Commissioners/Hall of Justice Bldg. Maint Capital Improvements 9000-005-31	\$20,471.00
FROM:	Commissioners/Maintenance Salaries Salaries 7001-005-22	\$29,470.00
	Commissioners/Maintenance Salaries Wyoming Retirement 7021-005-22	\$4,530.00
	Commissioners/Maintenance Salaries Social Security Match 7023-005-22	\$1,827.00
	Commissioners/Maintenance Salaries Medicare 7024-005-22	\$427.00
	Commissioners/Maintenance Salaries Employee Medical Insurance 7025-005-22	\$12,069.00
TO:	Commissioners/Hall of Justice Bldg. Maint Contract Labor/Services 7031-005-31	\$48,323.00
FROM:	1% Optional Sales Tax Reserves	\$1,575,000.00

TO:	1% Optional Sales Tax Platte River Parkway Trust 9350-013-73	\$100,000.00
	1% Optional Sales Tax Road & Bridge #15 9394-013-73	\$1,250,000.00
	1% Optional Sales Tax NC Fire District #15 9384-013-73	\$225,000.00

The said hearing will be held at the County Commissioners meeting room, Natrona County Courthouse 200 North Center, Casper, Wyoming on the 1st day of March 2016 at 5:30 p.m. at which time any and all persons interested may appear and be heard respecting such transfer of funds. Dated at Casper, Wyoming, this 18th day of February 2016

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING
Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

Publish: February 22, 2016

Memorandum

To: Renea Vitto/County Clerk
CC: County Commissioner's, Tom Doyle, Treasurer
From: Tracy Good/Chief Deputy County Clerk *6/2009*
Date: 2/17/2016
Re: Transfer of Funds

Please transfer from Unanticipated Revenue:

\$4,398.05 to County Clerk Elections/Contract Labor - 7031-003-03
\$4,088.44 to County Clerk Elections/Printing Ballots - 7405-003-03
\$ 300.00 to County Clerk Elections/Building Rent – 8001-003-03
\$ 834.10 to County Clerk/Stationary Elections/Printed Materials – 7406-003-03
\$ 358.09 to County Clerk Elections/Office Supplies – 8411-003-03
\$1,040.00 to the Natrona County General Fund.

These funds represent monies received from the City of Casper for the November 3, 2015 Special Election expenses.

In addition, please transfer from Unanticipated Revenue:

\$1,803.60 to Coroner/Consultant/Autopsies – 7031-006-06, this is reimbursement for an overpayment.

Also, please transfer from Balance Sheet Cash Reserve:

\$20,471.00 to Hall of Justice/Capital Improvements – 9000-005-31, this is for the County's portion of the fire alarm upgrade at the Hall of Justice. This is a Joint Powers Board project.

Thank you.



VENDOR NO. 00391

CHECK DATE 02/02/2016 CK. NO. 120298

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
RIN0026251	01/04/16	SMOKING REFERENDUM	11018.68	0.00	11018.68
NATRONA COUNTY CLERK			11018.68	0.00	11018.68

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER



CITY OF CASPER

Payables Check

99-12/1023

FIRST INTERSTATE BANK
CASPER OFFICE
CASPER, WYOMING 82601

CHECK DATE	CHECK NO.
02/02/2016	120298

AMOUNT
\$11,018.68

PAY ELEVEN THOUSAND EIGHTEEN DOLLARS AND 68 CENTS

TO THE ORDER OF
NATRONA COUNTY CLERK
PO BOX 863
CASPER, WY 82602



Macey Appelses

AUTHORIZED SIGNATURE

Samuel Sandoval

AUTHORIZED SIGNATURE

RUB RED IMAGE DISAPPEARS WITH HEAT

SEE BACK FOR ARTIFICIAL WATERMARK

⑈00 1 20 298⑈ ⑆ 10 2300 1 29⑆ 080 768 2 1 1 7⑈

Security Features Included Details on back

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

FORENSIC MEDICINE & PATHOLOGY

PO Box 1179
4549 Palisades Park Drive
Billings, MT 59103-1179

FIRST INTERSTATE BANK
93-168/929

3574

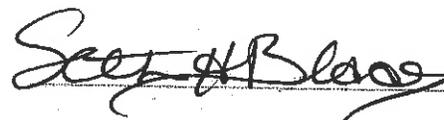
10/31/2015

PAY TO THE ORDER OF Natrona County Commissioners

\$ **1,803.60

One Thousand Eight Hundred Three and 60/100***** DOLLARS

Natrona County Commissioners
200 N. Center, Room 115
Casper, WY 82601



Duplicate Payment for Autopsy #15-202

⑈003574⑈ ⑆092901683⑆ 1301015390⑈

FORENSIC MEDICINE & PATHOLOGY

Natrona County Commissioners
1200 · Accounts Receivable

10/31/2015

3574

1,803.60

transfer to 7031-006-06

duplicate payment

Details on Back
Intuit® CheckLock™ Secure Check



OFFICE OF THE
COUNTY COMMISSIONERS
 TO THE TREASURER OF NATRONA COUNTY
 CASPER, WYOMING 82601
 OUT OF THE GENERAL FUND IN THE COUNTY TREASURY
 NOT OTHERWISE APPROPRIATED AS SHOWN BY AUDITED
 VOUCHER

First Interstate Bank
 888-752-3336
 www.firstinterstatebank.com
 93-168-929

L3 Surety® Check Fraud
 Protector for Business

78674

PAY

*THREE THOUSAND SIX HUNDRED SEVEN AND 20 / 100

DATE

9/1/2015

AMOUNT

*****3,607.20*

TO THE
 ORDER
 OF

BENNETT, THOMAS L MD
 FORENSIC MEDICINE & PATHOLOGY
 PO BOX 1179
 Billings, MT 59103



I HEREBY CERTIFY THAT THIS WARRANT IS WITHIN THE LEGAL DEBT
 AND IS ISSUED ACCORDING TO LAW

Leah Doyle

Forest Chadwick

TREASURER

COMMISSIONER

CLERK

⑈078674⑈ ⑆092901683⑆0000600205⑈

CASPER, WYOMING NATRONA COUNTY

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
8/11/2015	ME15-201	AUTOPSY #ME15-201	1,803.60	0.00	1,803.60
8/16/2015	ME15-202	AUTOPSY #ME15-202	1,803.60	0.00	1,803.60

Check: 078674 9/1/2015 BENNETT, THOMAS L MD Check Total: 3,607.20
 78674



Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

MEMO

DATE: January 14, 2016
TO: Tracy Good, Renea Vitto, Clerk and Tom Doyle, Treasurer
FROM: Michael D. Haigler, Road & Bridge Superintendent *MDH*
SUBJECT: Transfer of Funds

Request the transfer of the following funds:

Natrona County entered into an agreement with the Wyoming Department of Transportation to fund up to \$50,000 of a Road Study that is being undertaken by WLC Engineering.

I received the entire \$50,000 back in June of 2015 and now I have received an additional \$25,000 from the City of Casper, Metropolitan Planning Area (MPA) to help cover the cost of the project within the MPA boundary.

These funds needs to be transferred into the Restricted County Road Fund #9182-700-36 to help pay for the project.

Cash Sale

NATRONA COUNTY GENERAL FUND
200 N. Center
Casper, WY 82601
3072359470

Invoice Number: 0088735-CA ✓

Invoice Date: 1/7/2016

Salesperson: TRD

Tax Schedule:

Wyoming Assoc of Risk Mgt

Customer Number: CASH

Customer P.O.:

Ship VIA:

Terms: NO TERMS

Contact:

Item Code	Description	UM	Quantity	Price	Amount
6851	INSURANCE PREMIUMS		1.000	4,856.820	4,856.82
	ck 2205--11/11/14--Water Damage--Campus Serv Bldg				
6851	INSURANCE PREMIUMS		1.000	6,498.050	6,498.05
	ck 8816--Remb for Rky Mtn Pwr Claim				

Transfer Debt to

7923-005-33

Net Invoice:	11,354.87
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	11,354.87

VOID VOID VOID VOID VOID VOID
Wyoming Association of Risk Management

Property Insurance Pool
P.O. Box 427
Cheyenne, WY 82003
307-433-9400

usbank All of us serving you

99-7011-3070

2205
10/15/2015

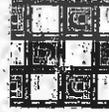
PAY TO THE ORDER OF Natrona County

\$ **4,856.82

Four Thousand Eight Hundred Fifty-Six and 82/100*****

DOLLARS

Natrona County
200 N Center Suite 300
Casper, WY 82601



Wyoming Association of Risk Management - PIJPB

Carrie Skye
AUTHORIZED SIGNATURE

MEMO 11/11/14 Water Damage - Campus Services Bldg

⑈002205⑈ ⑆307070115⑆ 147497000652⑈

Wyoming Association of Risk Management - PIJPB

Natrona County

2205

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/13/2015	Bill	Claim #15020	4,856.82	4,856.82		4,856.82
				Check Amount		4,856.82

U.S. Bank 11/11/14 Water Damage - Campus Services Bldg 4,856.82

WMC-

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS – RENE VITTO
FROM: HEATHER DUNCAN-MALONE – RISK MANAGEMENT
SUBJECT: TRANSFER OF FUNDS
DATE: FEBRUARY 12, 2016



Please transfer the following funds from

Unanticipated Revenue to:

8503-008-54

Monies received from Progressive Insurance Claim #11-2813758

Damages to Park's Road & Bridge vehicle – 2005 Chevrolet Tahoe.

- Incident occurred on 3/29/2011 \$1,332.19

Cash Sale

NATRONA COUNTY GENERAL FUND
 200 N. Center
 Casper, WY 82601
 3072359470

Invoice Number: 0089046-CA

Invoice Date: 2/10/2016

Salesperson: TRD

Tax Schedule:

Progressive

Customer Number: CASH

Customer P.O.:

Ship VIA:

Terms: NO TERMS

Contact:

Item Code	Description	UM	Quantity	Price	Amount
6851	INSURANCE PREMIUMS		1.000	1,332.190	1,332.19
	ck 2011127424 Fm 3/29/2011				

Net Invoice:	1,332.19
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,332.19

PROGRESSIVE
PO BOX 512926
LOS ANGELES, CA 90051

PROGRESSIVE®

NATRONA COUNTY RISK MANAGEMENT
200 N CENTER ST STE 300
CASPER, WY 82601-1937

DRAFT NUMBER: 2011127424

AMOUNT:

\$*****1,332.19

ISSUE DATE: February 4, 2016

Form 2721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

PROGRESSIVE®

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND, OH
1-877-448-9544

VOID IF NOT PRESENTED WITHIN 90 DAYS

CLAIM NUMBER: 11-2813758
NAME: NATRONA COUNTY

DRAFT NUMBER: 56-389

2011127424

412

February 4, 2016

PAY EXACTLY

\$*****1,332.19

ONE THOUSAND, THREE HUNDRED THIRTY-TWO AND 19/100 *****

PAY TO THE ORDER OF: NATRONA COUNTY

Progressive Northern Insurance Company

BY:

Thomas A. King
AUTHORIZED SIGNATURE

⑈ 2011127424 ⑆ ⑆ 041203895 ⑆ 4239694516 ⑆

Progressive
P.O. Box 512926
Los Angeles, CA 90051



511704 13896 1 MB 0.439 CMBPI015 058 013896

NATRONA COUNTY RISK MANAGEMENT
200 N CENTER ST STE 300
CASPER, WY 82601-1937



ADVICE FOR PAYMENT 2011127424

Payee: NATRONA COUNTY	Payment Date	02/04/2016
	Total Payment Amount	\$1,332.19
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 112813758	Name: NATRONA COUNTY,	Date of Loss: 03/29/2011	Invoice Number: 23253079	Company: Progressive Northern Insurance Company			
Type	Description	Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Estimate	PD	N/A	05 CHEVROLET TAHOE	N/A	\$0.00	\$1,332.19

Total Payment Amount	\$1,332.19
-----------------------------	------------

Tracy Good

From: Will Roybal
Sent: Thursday, January 21, 2016 5:21 AM
To: Tracy Good
Subject: HOJ Cleaning

Tracy,

Starting 02/01/2016 the HOJ cleaning will be contracted out to TLC cleaning, we will need to move funds from my payroll to my contract services at the HOJ. We will be removing salary and burden from Tina Barns, Shayla Sorensen and Christine Holz. Christine Holz is actually transfer to my maintenance dept., and she will be adjusted to my minimum pay for that dept. If you have any questions feel free to call.

Thanks,

William Roybal
Natrona County Property Manager/Maintenance
200 North Center,Rm115
Casper, Wyoming 82601
(307) 262-9441



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 1, 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).**



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: CUP15-6 – Request for approval of 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).

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its January 12, 2016 meeting the Planning and Zoning Commission acted unanimously to recommend approval of the Conditional Use Permit for the telecommunications tower and accessories by the Board of County Commissioners with the following stipulations:

- The applicant will supply documentation from the Wyoming Department of Transportation stating that the encroachment of the tower setback onto their property will not adversely affect the use of their property or pose a threat to the health and safety of adjacent property owners.
- The applicant shall also provide structural drawings and plans, signed by a license engineer in the State of Wyoming that certifies that in the event the tower collapses, relief from the standard setback requirements would not pose a threat to health and safety of adjacent property owners.

(Motion passed unanimously)

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

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

From: Darren Hunter [<mailto:dhunter@centerlinesolutions.com>]
Sent: Thursday, January 14, 2016 4:40 PM
To: mark.williams@wyo.gov
Cc: Trish Chavis; Stephen Lester
Subject: WYDOT Approval of ROW Encroachment (Bridger, WY-Rockpile)

Greetings Mr. Williams,

Thank you for returning my call today. To briefly recap our conversation, my client, Bridger Wireless is proposing to construct a new 195' cell tower along I-25 in Natrona County on the east side of the highway just off of exit 216, Ranch Rd. Our proposed site is on the peak of a ridge that has very little surface area. Our location of the tower is 151' from the highway Right of Way. As part of Natrona County's zoning ordinance we are supposed to be 110% away from all right of ways however the board can approve a variance to this requirement on a case by case basis. So as it stands, we currently encroach upon the highway's ROW by 63.5'. The highway's ROW is 680' wide and we have measured the nearest distance from our tower's base to the exit ramp roadway is approximately 291' and 412' from the interstate as depicted on the attached Google Earth images. I've also included our zoning drawings for your reference.

I presented our application to the Natrona County Planning and Zoning Commission on 1/12/2016 and they approved our application unanimously on the condition that we have written approval of our encroachment from WYDOT. I believe Ms. Chavis, Planner with the Natrona County Development Dept., had a brief discussion with Mr. Fleener regarding this issue on the day of our hearing and was given some indication that WYDOT would be willing to permit our encroachment.

If you could please assist me with obtaining this approval I would greatly appreciate it. We are scheduled to go before the County Commission on February 2, where we will need to provide WYDOT's approval to the board. Thank you for your assistance in this matter and if you any questions please don't hesitate to contact me.

Respectfully,
Darren Hunter
Site Acquisition



CENTERLINE SOLUTIONS

16360 Table Mountain Parkway

Golden, CO 80403

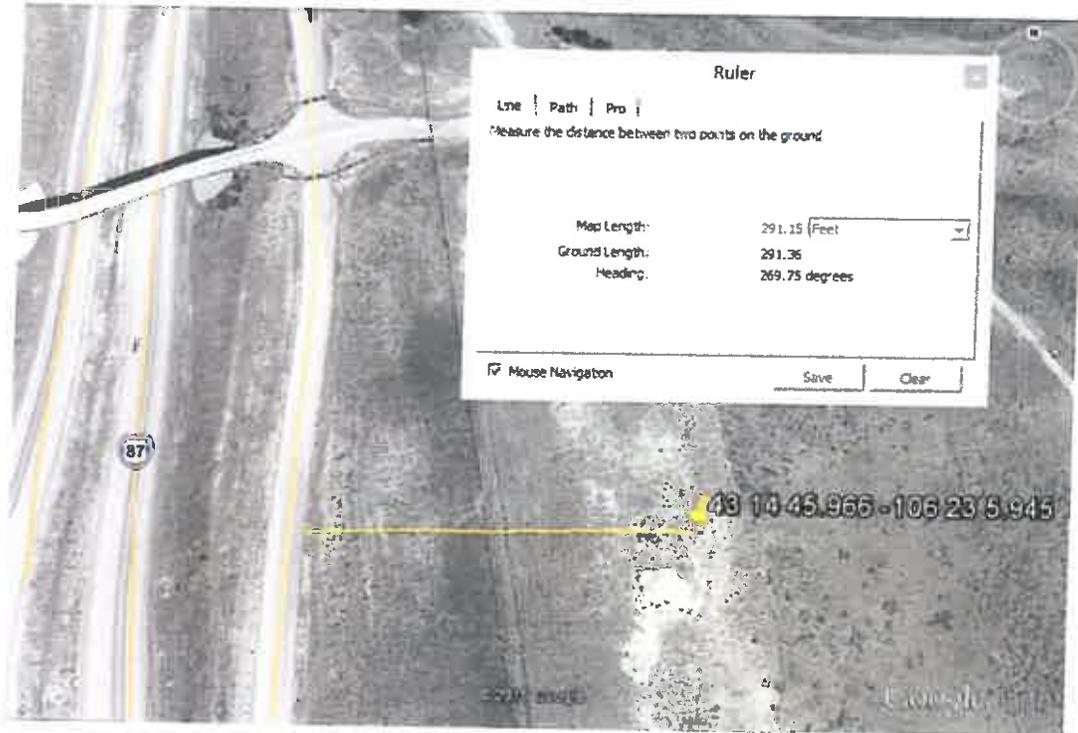
Mobile: 913.634.1245

Fax: 303.993.3019

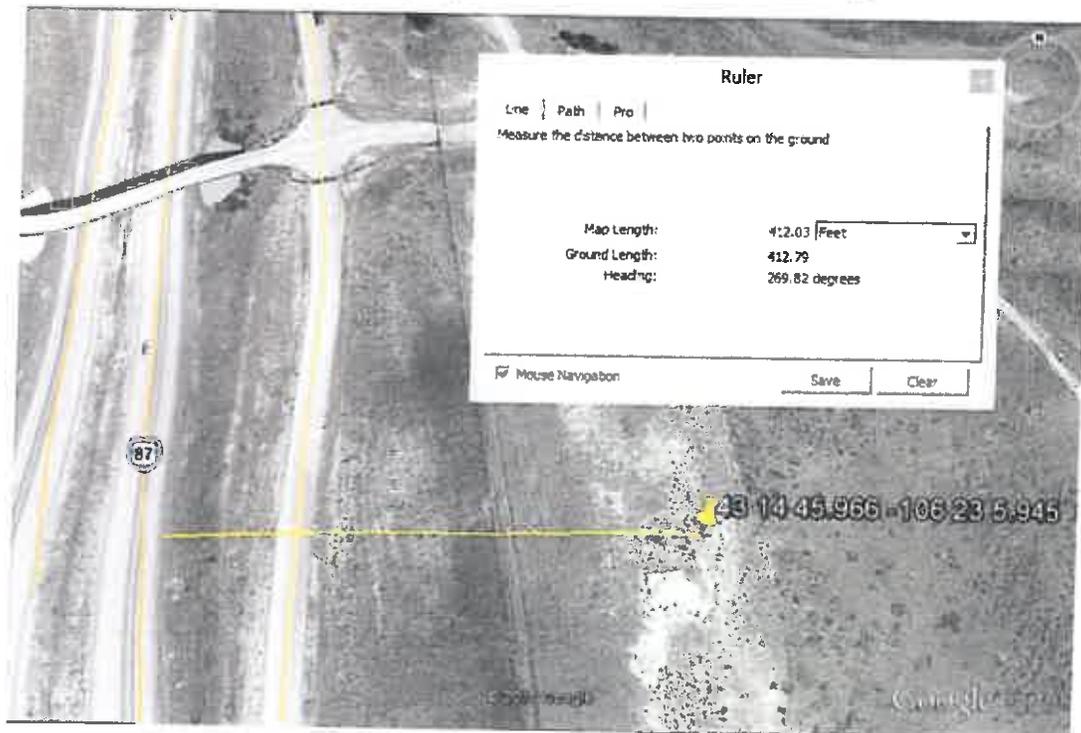
Web: www.centerlinesolutions.com

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Bridger Wireless Telecommunication Site located at: Ranch Rd, Parcel ID #38791810000500, Casper, Natrona County, Wyoming



Distance from proposed tower to existing exit ramp 216



Distance from proposed tower to I-25

From: Mark Williams [<mailto:mark.williams@wyo.gov>]
Sent: Friday, January 15, 2016 8:42 AM
To: Darren Hunter <dhunter@centerlinesolutions.com>
Cc: Trish Chavis <tchavis@natronacounty-wy.gov>; Stephen Lester <slester@centerlinesolutions.com>
Subject: Re: WYDOT Approval of ROW Encroachment (Bridger, WY-Rockpile)

Darren,

Thank you for the details. It appears that the only time that the tower may encroach would be due to a failure and at that time it would not impact traffic or our operations significantly.

WYDOT has no objection to the installation as depicted in the sheets you attached.

Thank you for the opportunity to comment.

Mark Williams, P.E.
District Traffic Engineer
(307) 473-3224
mark.williams@wyo.gov

On Thu, Jan 14, 2016 at 4:40 PM, Darren Hunter <dhunter@centerlinesolutions.com> wrote:

Greetings Mr. Williams,

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Respectfully,

Darren Hunter

Site Acquisition



CENTERLINE SOLUTIONS

16360 Table Mountain Parkway

Golden, CO 80403

Mobile: [913.634.1245](tel:913.634.1245)

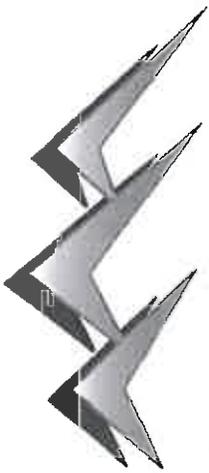
Fax: [303.993.3019](tel:303.993.3019)

Web: www.centerlinesolutions.com

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Have you seen the new and improved www.centerlinesolutions.com? Check it out [here](#).

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



BRIDGER WIRELESS

**SITE NAME: WY-ROCKPILE
ZONING**

**LATITUDE: 43° 14' 45.96625" N
LONGITUDE: 106° 23' 05.94518" W**

PROJECT DATA

JURISDICTION: MATRONA COUNTY
 PARCEL NUMBER: 30791810000000
 ZONING DESIGNATION: AGRICULTURAL
 OCCUPANCY GROUP: N/A
 CONSTRUCTION TYPE: N/A
 FULLY SPRINKLERED: N/A
 NO. OF STORIES: N/A
 CONCERNING CODES IF APPLICABLE:
 2012 IBC, 2009 IPC, 2012 IEC, 2014 IECC, 2014 NEC.
 A.D.A. COMPLIANCE:
 NOT REQUIRED PER IRC 1103.2.9

PROJECT DESCRIPTION

NEW 135' COTED TOWER WITHIN NEW 99'x180' FENCED COMPOUND.

PROJECT TEAM

PROPERTY OWNER:
 THOMAS O'BRIEN
 1680 TABLE MOUNTAIN PKWY
 CASPER, WY 82401
 307.234.2521

SITE NAME: WY-ROCKPILE
SITE ADDRESS: I.S.D.
CITY, STATE ZIP: MATRONA COUNTY

TOWER OWNER:
 BRIDGER WIRELESS
 1680 TABLE MOUNTAIN PKWY, STE 600
 CASPER, WY 82401
 PHONE: 303.993.3293
 CONTACT: DARREN HUNTER

APPLICANT:
 CENTERLINE SOLUTIONS FOR
 BRIDGER WIRELESS
 1680 TABLE MOUNTAIN PKWY
 GOLDEN, CO 80403
 PHONE: 303.893.3293
 CONTACT: STEPHEN LESTER

CIVIL SURVEYOR:
 POWER SURVEYING CO., INC.
 1414 AVENUE
 TROBRYN, CO 80132
 PHONE: 303.702.1617
 CONTACT: RICK GABRIEL

GENERAL CONTRACTOR NOTE

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON SITE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAME.

THESE DRAWINGS ARE ONLY TO SCALE WHEN PLOTTED ON 11x17 SHEET. USE GRAPHIC SCALE WHEN PLOTTED ON 11x17 SHEET.

CALL YOUR STATE UTILITY NOTIFICATION CENTER BEFORE EXERCISING ANY RIGHTS OF EGRESS OR UTILITIES. THE CONTRACTOR SHALL EXERCISE ALL RIGHTS OF EGRESS AND UTILITIES BEFORE ALL EXCAVATION AND OTHER CONSTRUCTION ACTIVITIES.

APPROVAL BLOCK

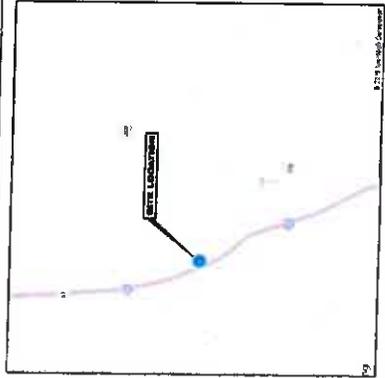
TITLE	SIGNATURE	DATE
OWNER		
ENGINEER		
PROJECT MANAGER		

ACKNOWLEDGMENT OF "SIGN-OFF" BY PARTIES TO THE CONSTRUCTION DRAWINGS DOES NOT CONSTITUTE ALTERATION OF THE LEASE TERMS.

DRAWING INDEX

SHEET	DESCRIPTION
T1	TITLE SHEET
L51	OVERVIEW SURVEY
L52	OVERVIEW SURVEY
L53	DETAIL SURVEY
L54	DETAIL SURVEY
L55	SURVEY NOTES
A1	OVERALL SITE PLAN
A2	DETAILED SITE PLAN
A3	ELEVATION

SITE MAP



DRIVING DIRECTIONS TO SITE

FROM I-70 AND I-25 HEAD NORTH ON I-25 TO WYOMING AND TAKE EXIT 216 NORTH OF CASPER, WY. SITE WILL BE ON THE RIGHT (EAST SIDE OF HIGHWAY) JUST SOUTH OF THE INTERSTATE EXCHANGE.

BRIDGER WIRELESS
 1680 TABLE MOUNTAIN PKWY STE 600
 CASPER, WY 82401

SITE NAME:
 WY-ROCKPILE

**CASPER, WY 82401
 MATRONA COUNTY**

Rev:

Rev	Date	Description	By:
1	7/9/15	ZONING	ML
2	8/23/15	ZONING	SL

PLANS PREPARED BY:
CENTERLINE
 Advancing Wireless Networks
 1680 TABLE MOUNTAIN PARKWAY
 GOLDEN, CO 80403
 WWW.CENTERLINE SOLUTIONS.COM

LICENSE NUMBER:

ML	SL	NS

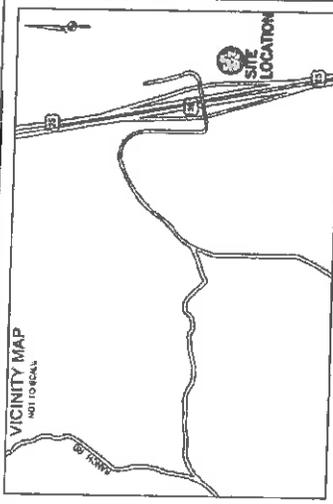
DRAWN BY: CHK BY: APV BY:

TITLE SHEET

SHEET NUMBER:
T1

LEGEND OF ABBREVIATIONS AND SYMBOLS

- SECTION CORNER (AS NOTED)
- FOUND CORNER (AS NOTED)
- BC BRASS CAP
- BLM BUREAU OF LAND MANAGEMENT
- FND FOUND
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- P.O.T POINT OF TERMINUS
- ESMT. EASEMENT
- ⊙ PROPOSED GUY ANCHOR LOCATION
- ⊙ PROPOSED TOWER LOCATION (CENTER)
- UNDERGROUND GAS LINE

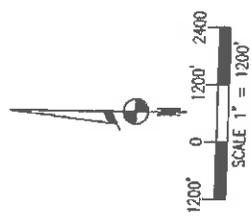
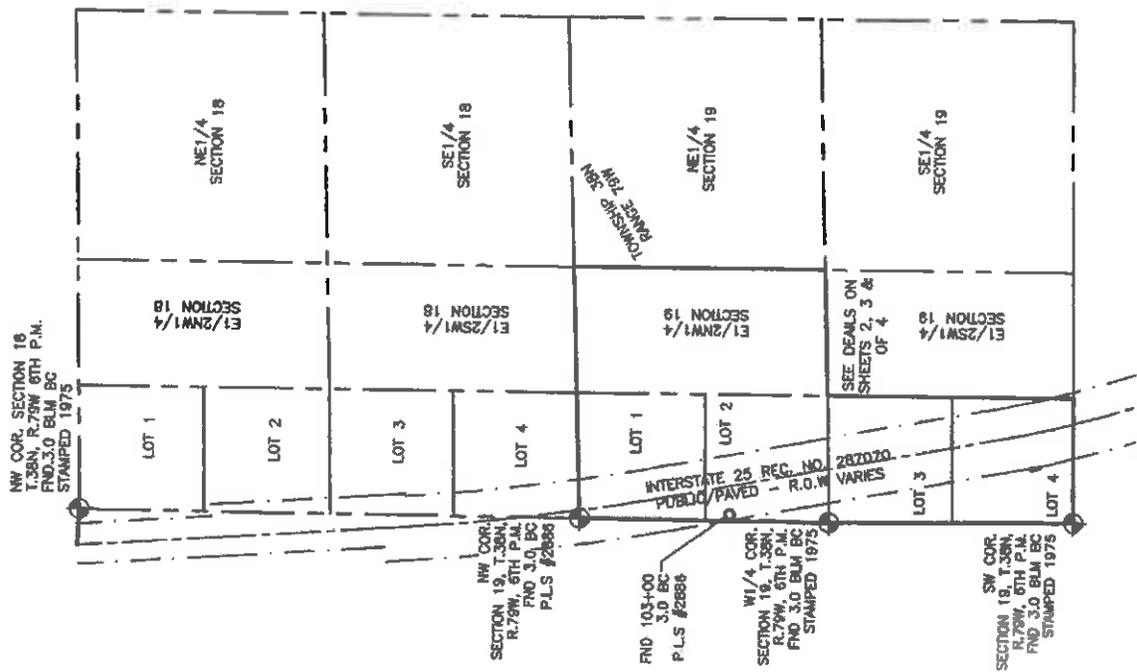


PARENT PARCEL

THE FOLLOWING LEGAL DESCRIPTION WAS TAKEN FROM SCHEDULE A OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 4519--2417383 WITH AN EFFECTIVE DATE OF MAY 14, 2015, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH P.M. SECTION 19: LOTS 1,2,3,4, E1/2NW1/4 EXCEPTING THEREFROM THE LAND CONVEYED IN OUTCLAIM DEED RECORDED MARCH 27, 1980 AS INSTRUMENT NO. 287070 AND EXCEPTING THEREFROM THE LAND CONVEYED IN WARRANTY DEED RECORDED JULY 12, 2001 AS INSTRUMENT NO. 674110 AND EXCEPTING THEREFROM US INTERSTATE I-25

PARENT PARCEL OWNERSHIP

OWNER: THOMAS O'BRIEN
 PARCEL NO. 38791610000500
 ZONING DISTRICT: "RM" - RANCHING, AGRICULTURAL, MINING
FLOOD MAP: AS OF THE DATE OF THIS SURVEY FEMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THIS LOCATION. THEREFOR, A FLOOD MAP HAS NOT BEEN PUBLISHED.



AREA	AREA	SQUARE FEET	ACRES
1) PARENT PARCEL	3,028,218	69.237	1.27
2) LEASE AREA	10,000	0.230	0.004
3) ACCESS & UTILITY EASEMENT	10,000	0.230	0.004
4) EJECTMENT EASEMENT 1	10,000	0.230	0.004
5) EJECTMENT EASEMENT 2	10,000	0.230	0.004
6) EJECTMENT EASEMENT 3	10,000	0.230	0.004



PROJECT INFORMATION
 WY-ROCKPILE
 ROCKPILE, WY
 MATTESONA COUNTY

Rev	Date	Description	By	Job
1	7-1-15	PRELIMINARY		

PLANS PREPARED BY:
CENTERLINE SOLUTIONS
 Advancing Western Methods
 1800 TABLE MOUNTAIN PARKWAY
 GOLDEN, CO 80401
 WWW.CENTERLINE.SOLUTIONS.COM

LICENSE NUMBER:
 DRAWN BY: CJK BY: APJ DT:
 JOB: RBG RBG RBG
 SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
LS1



PROJECT INFORMATION
SITE NAME
WY - ROCKPILE

ROCKPILE, WY
NATRONA COUNTY

Rev.	Date	Description	By
1	7-4-08	PRELIMINARY	JCB

PLANS PREPARED BY:
CENTERLINE SOLUTIONS
Advancing Wireless Networks
1800 TABLE MOUNTAIN PARKWAY
GOLDEN, CO 80401
WWW.CENTERSOLUTIONS.COM

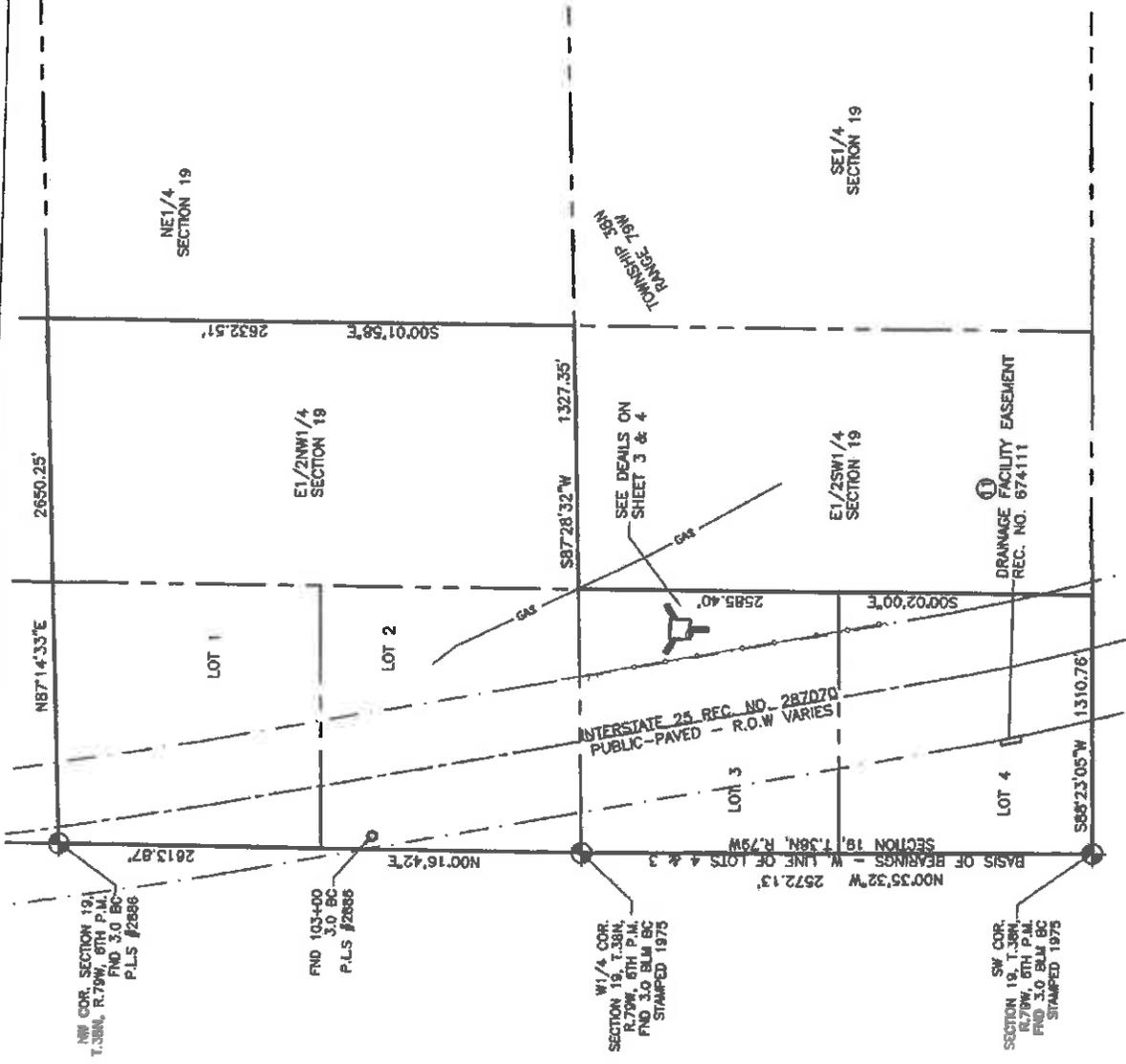
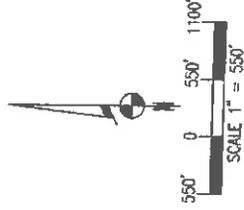
LICENSE NO. _____
DRAWN BY: _____
CHK BY: _____
JOB: _____
REQ: _____
REQ: _____
SHEET TITLE:
ALL SCALES UNLESS OTHERWISE NOTED

OVERALL
SITE PLAN

SHEET NUMBER:
LS2

POWER SUBMITTING JOB # 60115201

- LEGEND OF ABBREVIATIONS AND SYMBOLS**
- SECTION CORNER (AS NOTED)
 - FOUND CORNER (AS NOTED)
 - BRASS CAP
 - BLM BUREAU OF LAND MANAGEMENT
 - FND FOUND
 - P.O.C POINT OF COMMENCEMENT
 - P.O.B POINT OF BEGINNING
 - P.O.T POINT OF TERMINUS
 - ESMT. EASEMENT
 - PROPOSED GUY ANCHOR LOCATION
 - PROPOSED TOWER LOCATION (CENTER)
 - UNDERGROUND GAS LINE



NW COR. SECTION 19,
T.38N, R.79W, 6TH P.M.
FND 3.0 BLM BC
PLS #2886

FND 103+00
3.0 BC
PLS #2886

W 1/4 COR
SECTION 19, T.38N,
R.79W, 6TH P.M.
FND 3.0 BLM BC
STAMPED 1975

SW COR
SECTION 19, T.38N,
R.79W, 6TH P.M.
FND 3.0 BLM BC
STAMPED 1975

INTERSTATE 25 REC. NO. 287D70
PUBLIC-PAVED - R.O.W. VARIES

DRAINAGE FACILITY EASEMENT
REC. NO. 674111

SEE DETAILS ON
SHEET 3 & 4

NE 1/4
SECTION 19

E 1/2 NW 1/4
SECTION 19

SE 1/4
SECTION 19

E 1/2 SW 1/4
SECTION 19

LOT 1

LOT 2

LOT 3

LOT 4

2650.25'

2632.51'

500°01'56"E

1327.35'

S8728°32'W

2585.40'

500°02'09"E

NB714°33'E

2613.87'

N00°16'42"E

1310.76'

N00°35'32'W 2572.13'

SECTION 19, T.38N, R.79W

W LINE OF LOTS 4 & 3

550' 0 550' 1100'

SCALE 1" = 550'



Brock's Wireless

PROJECT INFORMATION:
SITE NAME:
WY - ROCKPILE

ROCKPILE WY
NORTHON COUNTY

Rev.	Date	Description	By:
1	7-1-18	PRELIMINARY	JCB

PLANS PREPARED BY:



10101 S. 101st Ave.
DENVER, CO 80231
WWW.CENTRALINE.SOLUTIONS.COM

ALL SCALE AREAS ARE FOR INFORMATION ONLY

DRAWN BY: RRG
JOB: RRG
CHK BY: RRG
APP. BY: RRG

SHEET TITLE:

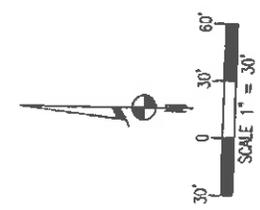
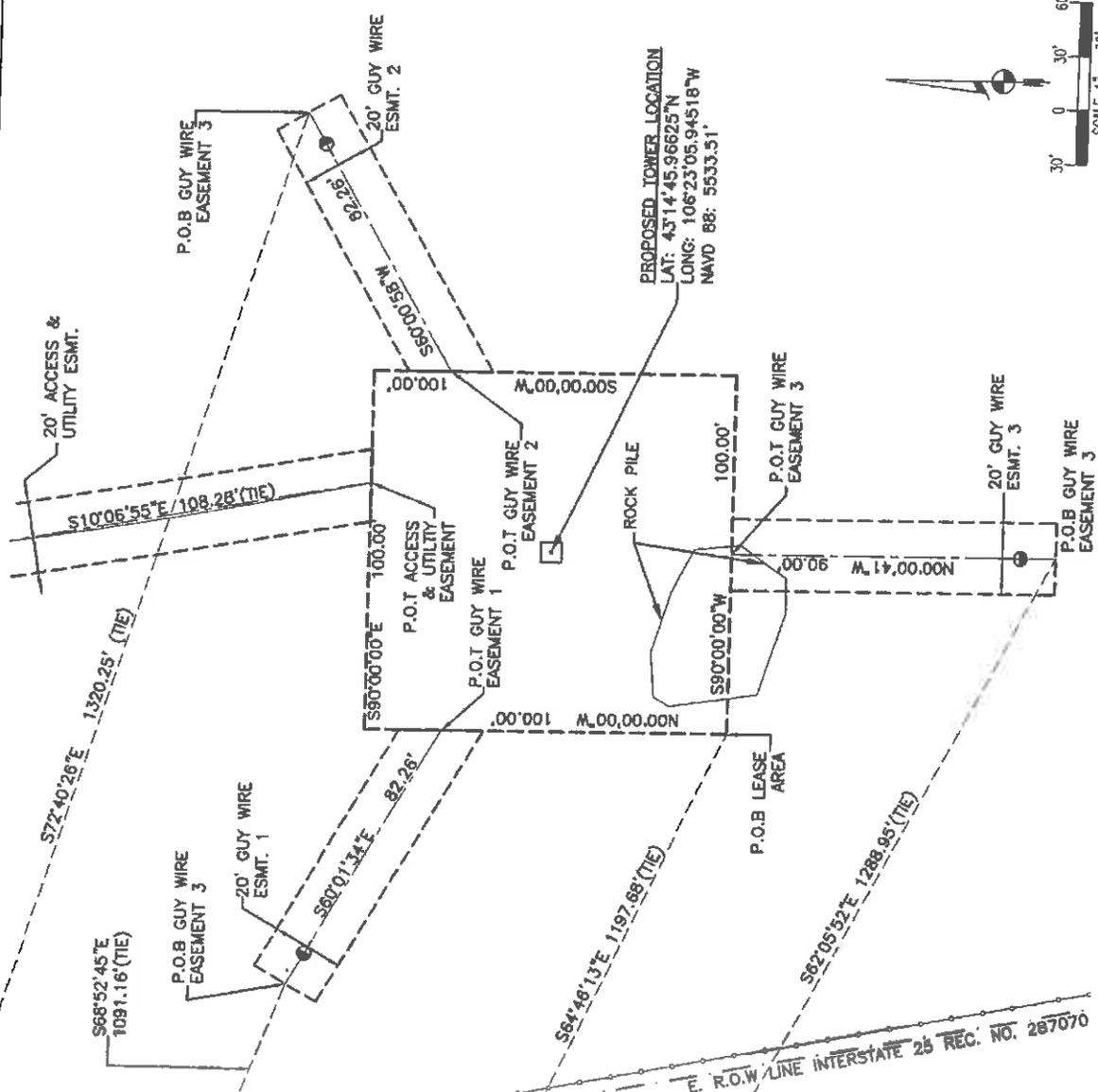
DETAIL
SITE PLAN

SHEET NUMBER:

LS4

LEGEND OF ABBREVIATIONS AND SYMBOLS

- SECTION CORNER (AS NOTED)
- FOUND CORNER (AS NOTED)
- BRASS CAP
- BLM BUREAU OF LAND MANAGEMENT
- FND FOUND
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- P.O.T POINT OF TERMINUS
- ESMT. EASEMENT
- PROPOSED GUY ANCHOR LOCATION
- PROPOSED TOWER LOCATION (CENTER)
- UNDERGROUND GAS LINE



E. R.O.W. LINE INTERSTATE 25 REC. NO. 287070



BRUCE WILLS

PROJECT INFORMATION

SITE NAME: WY - ROCKFELLE
COUNTY: MATRONA COUNTY

Table with columns: No., Date, Description, Job. Row 1: 1, 1-15, PRELIMINARY, JOB

CENTERLINE logo and address: 1500 FAULT ADJUSTMENT HIGHWAY, CHEYENNE, WY 82001, WWW.CENTERLINE.SOLUTIONS.COM

Table with columns: JOB, JOB NO., RFG, RFG NO., APV BY, APV NO.

NOTES
SITE PLAN

SHEET NUMBER: LS5

POWER SURVEYING JOB # 101119201

SIX WIRE EASEMENT 1
AS PROVIDED BY THIS OFFICE

A TRACT OF LAND BEING 10 FEET IN WIDTH, LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT SAID NORTHWEST CORNER LOT 3; THENCE SOUTH 68°52'45" EAST, A DISTANCE OF 1091.15 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 87°01'34" EAST, A DISTANCE OF 82.26 FEET TO THE POINT OF TERMINUS, SAID LINE TO BE LENGTHENED OR SHORTENED TO PREVENT GAPS OR OVERLAPS.
CONTAINING ±1,645 SQ FT OR ±0.230 ACRES

SIX WIRE EASEMENT 2
AS PROVIDED BY THIS OFFICE

A TRACT OF LAND BEING 10 FEET IN WIDTH, LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT THE NORTHWEST CORNER LOT 3; THENCE SOUTH 72°40'36" EAST, A DISTANCE OF 1320.25 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 87°01'34" WEST, A DISTANCE OF 82.26 FEET TO THE POINT OF TERMINUS, SAID LINE TO BE LENGTHENED OR SHORTENED TO PREVENT GAPS OR OVERLAPS.
CONTAINING ±1,645 SQ FT OR ±0.230 ACRES

SIX WIRE EASEMENT 3
AS PROVIDED BY THIS OFFICE

A TRACT OF LAND BEING 10 FEET IN WIDTH, LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT THE NORTHWEST CORNER LOT 3; THENCE SOUTH 67°56'25" EAST, A DISTANCE OF 1266.95 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°00'41" WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF TERMINUS, SAID LINE TO BE LENGTHENED OR SHORTENED TO PREVENT GAPS OR OVERLAPS.
CONTAINING ±1,800 SQ FT OR ±0.041 ACRES

LEASE AREA
AS PROVIDED BY THIS OFFICE

A PARCEL OF LAND LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT SAID NORTHWEST CORNER LOT 3; THENCE SOUTH 64°46'13" EAST, A DISTANCE OF 1203.96 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00°00'00" WEST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 87°01'34" EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 87°01'34" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
CONTAINING ±10,000 SQ FT OR ±0.230 ACRES

ACCESS AND UTILITY EASEMENT
AS PROVIDED BY THIS OFFICE

A TRACT OF LAND BEING 20 FEET IN WIDTH, LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT SAID NORTHWEST CORNER LOT 3; THENCE SOUTH 87°46'25" EAST, A DISTANCE OF 905.86 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS DESCRIBED ON RECEPTION NO 287070 AND BEING THE POINT OF BEGINNING;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 46.80 FEET;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 47.82 FEET;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 72.03 FEET;
THENCE SOUTH 17°48'34" EAST, A DISTANCE OF 46.47 FEET;
THENCE SOUTH 17°48'34" EAST, A DISTANCE OF 203.76 FEET;
THENCE SOUTH 12°55'10" EAST, A DISTANCE OF 203.49 FEET;
THE POINT OF TERMINUS SIDELINES TO BE LENGTHENED OR SHORTENED TO PREVENT GAPS OR OVERLAPS.
CONTAINING ±14,813 SQ FT OR ±0.335 ACRES

ACCESS AND UTILITY EASEMENT
AS PROVIDED BY THIS OFFICE

A TRACT OF LAND BEING 20 FEET IN WIDTH, LOCATED WITHIN LOTS 2 AND 3 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MATRONA COUNTY, WYOMING AS DESCRIBED IN GLO MAP DATED MAY 28, 1980, BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEARINGS ARE BASED UPON THE WEST LINE OF LOTS 3 AND 4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 4 SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975 AND AT THE NORTHWEST CORNER LOT 3 OF SAID SECTION 19 BY A FOUND 3.0" BLM BRASS CAP, STAMPED 1975, SAID LINE BEARS NORTH 00°35'32" WEST, A DISTANCE OF 2572.13 FEET.
COMMENCING AT SAID NORTHWEST CORNER LOT 3; THENCE SOUTH 87°46'25" EAST, A DISTANCE OF 905.86 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 25 AS DESCRIBED ON RECEPTION NO 287070 AND BEING THE POINT OF BEGINNING;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 46.80 FEET;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 47.82 FEET;
THENCE NORTH 07°45'08" EAST, A DISTANCE OF 72.03 FEET;
THENCE SOUTH 17°48'34" EAST, A DISTANCE OF 46.47 FEET;
THENCE SOUTH 17°48'34" EAST, A DISTANCE OF 203.76 FEET;
THENCE SOUTH 12°55'10" EAST, A DISTANCE OF 203.49 FEET;
THE POINT OF TERMINUS SIDELINES TO BE LENGTHENED OR SHORTENED TO PREVENT GAPS OR OVERLAPS.
CONTAINING ±14,813 SQ FT OR ±0.335 ACRES

PARENT PARCEL

THE FOLLOWING LEGAL DESCRIPTION WAS TAKEN FROM SCHEDULE A OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 4519-2447353 WITH AN EFFECTIVE DATE OF MAY 14, 2015, TOWNSHIP 38 NORTH, RANGE 79 WEST OF THE 6TH P.M.
SECTION 19, LOTS 1,2,3,4, E1/2NW1/4
EXCEPTING THEREFROM THE LAND CONVEYED IN OUTCLAIM DEED RECORDED MARCH 27, 1980 AS INSTRUMENT NO. 287070
AND EXCEPTING THEREFROM THE LAND CONVEYED IN WARRANTY DEED RECORDED JULY 12, 2001 AS INSTRUMENT NO. 674110
AND EXCEPTING THEREFROM US INTERSTATE I-25

PARENT PARCEL OWNERS:

OWNER: THOMAS DIBBEN
PARCEL NO. 39791810000500

SCHEDULE B-11 EXCEPTIONS:

THE FOLLOWING SCHEDULE B-11 EXCEPTIONS ARE THE SAME AS THOSE IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 4519-2447353 WITH AN EFFECTIVE DATE OF MAY 14, 2015. ITEM NUMBERS 1-7 ARE GENERAL NON-SURVEY RELATED ITEMS AND ARE NOT ADDRESSED HEREON.

8. AN EASEMENT RESERVED IN A DEED, INCLUDING THE TERMS AND CONDITIONS THEREOF:

RECEIVED BY JOHN FURRER, JR.
FOR POWER OF ATTORNEY
RECORDED: NOVEMBER 4, 2010
RECORDING INFORMATION: IN BOOK 93 OF DEEDS, PAGE 56
AFFECTS SUBJECT PROPERTY, BLANKET, M. NATURE.

9. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; BUT INCLUDING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A COLOR, BELIEF, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES:

RECORDING INFORMATION: RECORDED MARCH 27, 1980 AS INSTRUMENT NO. 287070
AFFECTS SUBJECT PROPERTY, PLOTTED AND SHOWN HEREON.

10. RIGHT OF WAY, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN:

RECORDED: APRIL 20, 2001
RECORDING INFORMATION: AS INSTRUMENT NO. 666871
AFFECTS SUBJECT PROPERTY, PLOTTED AND SHOWN HEREON.

11. EASEMENT, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN:

GRANTED TO: THE TRANSPORTATION COMMISSION OF WYOMING FOR: TRUCK FACILITIES
RECORDED: JULY 1995
RECORDING INFORMATION: AS INSTRUMENT NO. 674111
AFFECTS SUBJECT PROPERTY, PLOTTED AND SHOWN HEREON.

12. RIGHT OF WAY, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN:

RECORDED: JANUARY 28, 2005
RECORDING INFORMATION: AS INSTRUMENT NO. 759519
AFFECTS SUBJECT PROPERTY, PLOTTED AND SHOWN HEREON.

13. U.S. INTERSTATE I-25 AS IT MAY EXIST ACROSS THE LAND, INCLUDING ANY EASEMENT, INCLUDING TERMS AND CONDITIONS CONTAINED THEREIN:

RECORDED: JANUARY 28, 2005
RECORDING INFORMATION: AS INSTRUMENT NO. 759519
AFFECTS SUBJECT PROPERTY, PLOTTED AND SHOWN HEREON.



15831 DALLAS PARKWAY SITE 600
ADDISON, TX 75001

PROJECT INFORMATION:
SITE NAME:
WY-ROCKPILE

CASSER, WY 08/01
ANTONIA COUNTY

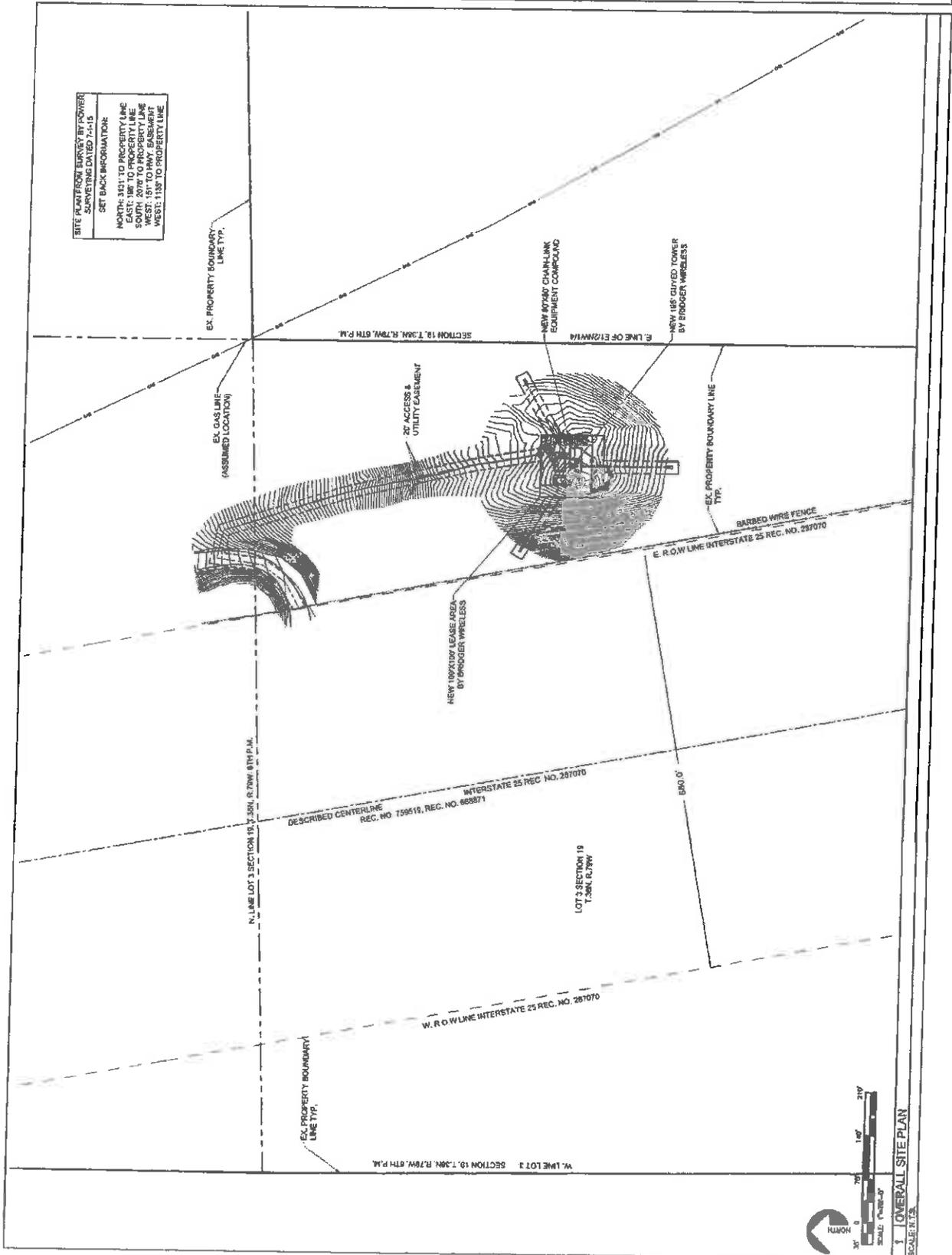
Rev.	Date:	Description:	By:
1	7/9/15	ZONING	ML
2	8/31/15	ZONING	SL

PLANS PREPARED BY:
CENTERLINE
Asterberg Wireless Network
15300 TABLE MOUNTAIN PARKWAY
GARDEN, CO 80133
WWW.CENTRALINECUTTING.COM

LICENSE NO. _____
DRAWN BY: _____
CHK BY: _____
DATE: _____
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A1

SITE PLANNING SURVEY BY POWER
SURVEYING DATED 7-1-15
SET BACK INFORMATION:
NORTH: 151' TO PROPERTY LINE
EAST: 186' TO PROPERTY LINE
SOUTH: 207' TO PROPERTY LINE
WEST: 18' TO HWY. BASEMENT
WEST: 118' TO PROPERTY LINE



SCALE: 1"=200'
OVERALL SITE PLAN
SCALE: 1/8"=1'

AAA
 Brintner, Whittin
 15851 DALLAS PARKWAY STE 600
 ADDISON, TX 75001

PROJECT INFORMATION:
 SITE NAME:
WY-ROCKPILE
 CARRIER, WY 86701
 MONTANA COUNTY

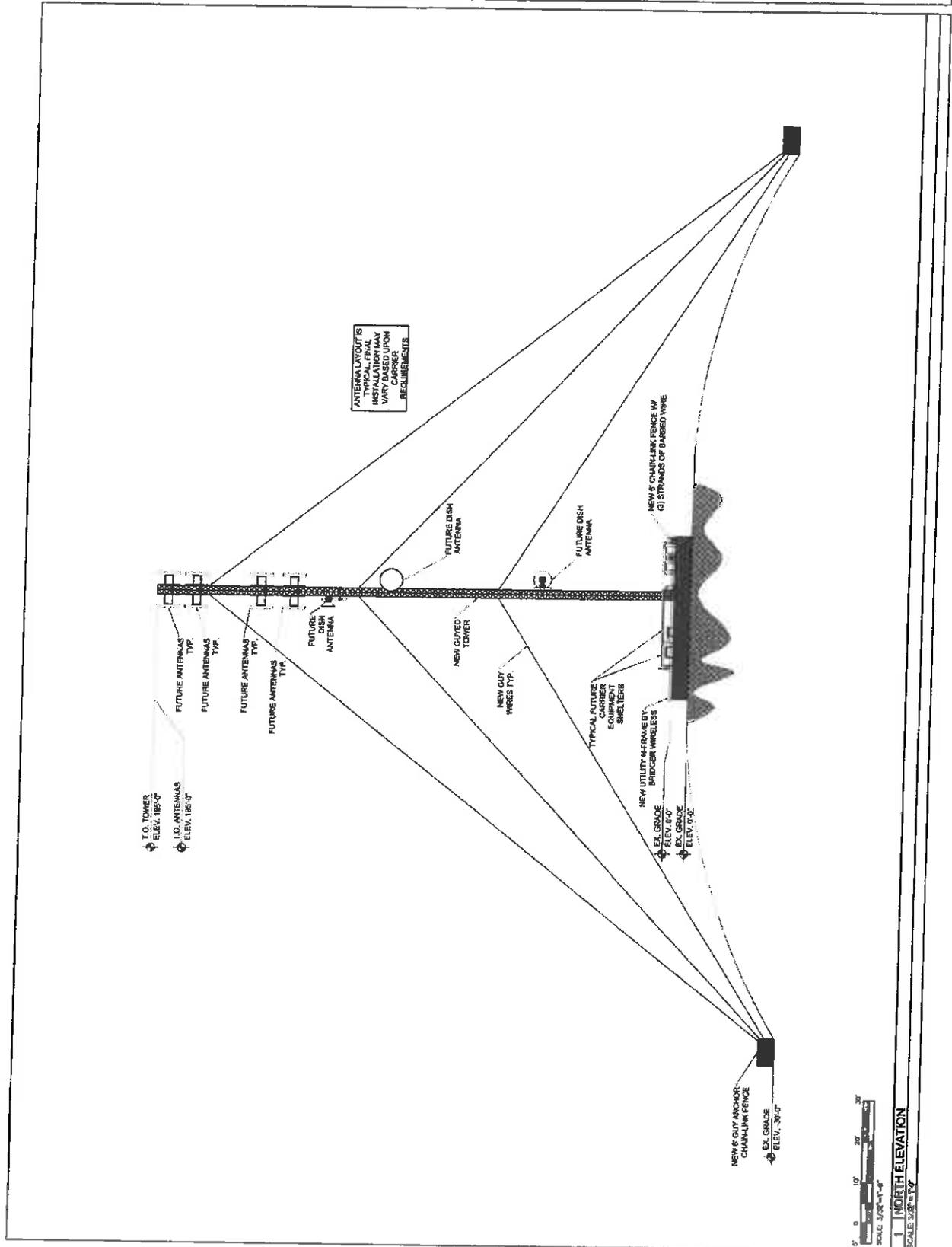
Rev:	Date:	Description:	By:
1	7/9/15	ZONING	ML
2	8/31/15	ZONING	SL

PLANS PREPARED BY:
CENTERLINE
 Advertising Marketing Solutions
 18340 TABLE MOUNTAIN PARKWAY
 Golden, CO 80401
 303.440.8800
 WWW.CENTRALADVERTISING.COM
 LICENSE/USE NO.

DRAWN BY: _____
 ML SL HS
 CHK BY: _____
 APV BY: _____
 SHEET TITLE:

ELEVATION

SHEET NUMBER:
A3



0 10' 20' 30'
 SCALE 3/8"=1'-0"
 1 NORTH ELEVATION
 SCALE 3/8"=1'-0"

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**

APPLICATION INSTRUCTIONS

This is an application for a conditional use permit for wireless telecommunication facilities on the parcel of land described hereon. By completing the application form and providing the other requested information, your application will be acted upon in the fastest, fairest manner prescribed by law.

Person preparing report:

Name: Darren Hunter w/ Centerline Solutions on behalf of Bridger Wireless, Daniel & Thomas O'Brien

Address: 16360 Table Mountain Pkwy Golden, CO 80403

Phone Number: 913-834-1245 Primary contact

Property Owner:

Name: Daniel & Thomas O'Brien

Mailing Address: 518 E 12th Street Casper, WY 82601

Phone Number: 307.234.2521

Physical Address: None available

Tax map parcel no: parcel ID 38791810000500, Natrona County, Wyoming #R0042318

Applicant:

Name: Bridger Wireless

Address: 15851 Dallas Pkwy, Suite 600, Addison, TX 75001

Phone Number: 802-343-0165 (Julie DeDCuypere)

Legal form (Corporation, LLC, etc.) Corporation

If purchased tower dated of purchase: NA, land is leased for 40 years

GPS coordinates of tower: 43 14 45.96 N, 106 23 05 64 W

Original Conditional Use Permit resolution number: None available

Dated of original Conditional Use Permit: None available

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**

Operator:

Name: Bridger Wireless

Address: 15851 Dallas Pkwy, Suite 600, Addison, TX 75001

Phone Number: 802-343-0165 (Julie DeDCuyper)

Signatures

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, except as modified by applicable regulations. I (We) further understand that all application fees are non-refundable.

Applicant: Darren Hunter Date: 10/23/2015
(Signature)

Print Applicant Name: Darren Hunter

Owner: See attached lease agreement, Section 24 (g) Date: _____
(Signature)

Print Owner Name: Daniel & Thomas O'Brien

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**

10/23/2015

Natrona County Development Dept.
200 North Center Street, Room 202,
Casper, WY 82601

Re: Request for a Conditional Use Permit for the construction of a 195' Telecommunications Tower at Parcel ID #38791810000500, Natrona County, WY.

Dear Ms. Johnson:

In an effort to provide telecommunications coverage, improve service quality and capacity, Bridger Wireless has identified the above named property for which it desires a Conditional Use Permit approval to construct a 195' telecommunications facility to service the area north of Casper and the surrounding areas of Natrona County along Interstate 25. The proposed site is located on the east side of I-25, just off of Exit 216 (Ranch Rd.), approximately 6 miles north of the intersection of State Hwy 259.

It was determined by Bridger Wireless that the telecommunication carriers require a site located in this area to meet the objectives noted above as there is currently little to no cellular service in this area. We studied the area and identified the subject property as an ideal location for servicing the community's wireless needs. Bridger Wireless entered into an agreement with the property owners, Daniel & Thomas O'Brien, to lease property to construct a 195' guyed tower and ground space for multiple carriers. They were the only private landowners in the area that expressed interest in our proposal. Within our search area there were three other property owners and they did not respond to our inquiries. The subject property is zoned Agricultural in Natrona County and is currently being used for agriculture. The tower is designed for up to four carriers and does not require lighting. The equipment compound will consist of an 80'x80'x6' tall chain link fence with barbed wire to secure the tower and equipment shelters.

The site will be unmanned and will require electrical and telephone and/or fiber optic services if available. It will not require potable water or wastewater services. There were no other existing towers or structures with similar height within 4 miles of the search ring that meet the objectives for carriers to collocate on. Also, based on my review and research, there does not appear to be any residential homes or buildings within 2 miles of our proposed location. There were no higher priority properties in the search area that met the county's outlined property priority list (Section 15/C/1). Additional details regarding our proposed tower location are noted below:

- 100'x100' Tower Lease Area totaling 10,000 S.F. (.23 acres)
- Proposed 80'x80' fenced compound to secure the tower and equipment shelters

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**

- Proposed 20' wide access road from the tower to Ranch Road at Exit 216, the road is currently a dead end and gated (see existing pictures included).

This site will provide wireless coverage to residents in this region as well as provide valuable E911 services to the area and those travelling along I-25. With the filing of this Conditional Use Permit Application, we request the support and approval from the Natrona County Planning and Zoning Department.

Respectfully,

Darren Hunter

Darren Hunter
Centerline Solutions, Inc. on behalf of Bridger Wireless
& Daniel & Thomas O'Brien, Property Owners

Applicant Representative:
Darren Hunter
Centerline Solutions LLC
16360 Table Mountain Parkway
Golden, CO 80403
913-634-1245
dhunter@centerlinesolutions.com

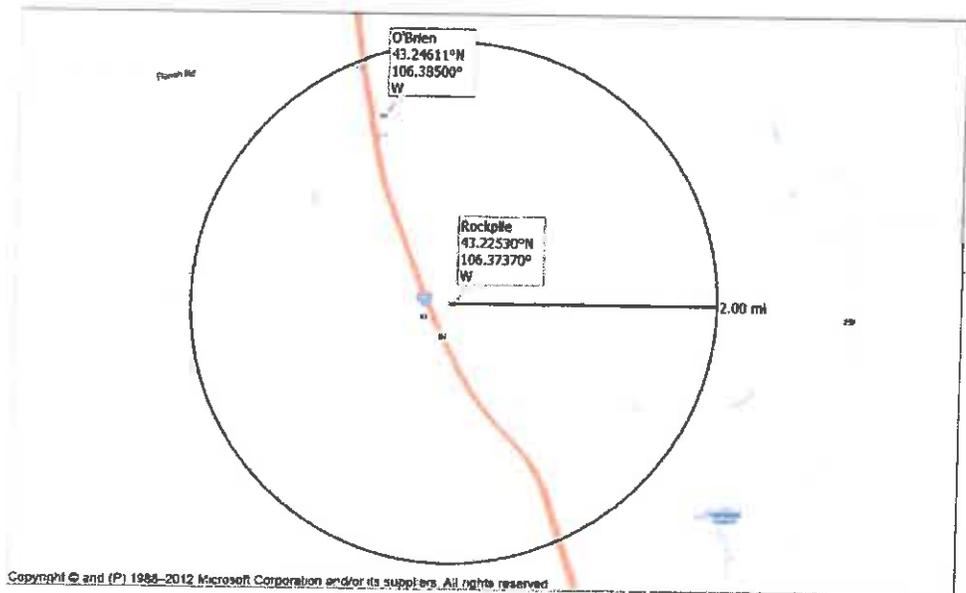
Property Owner:
Daniel & Thomas O'Brien
518 E. 12th Street
Casper, WY 82601

Applicant:
Bridger Wireless
c/o Julie Nelson
15851 Dallas Parkway, Suite 600
Addison, TX 75001
802-343-0165
Julie@bridgerwireless.com

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**



Aerial Image



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Street Map and search ring

**Bridger Wireless Proposal for a Telecommunication Site located at:
parcel ID 38791810000500, Casper, Natrona County, Wyoming**



15851 Dallas Parkway, Suite 600
Addison, Texas 75001

September 03, 2015

Natrona County Development Department
200 North Center Street, Room 202
Casper, WY 82601

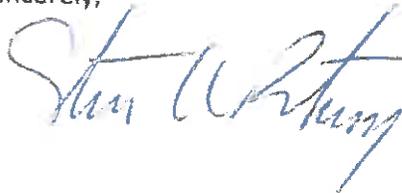
Re: Proposed Telecommunications Tower (Site Name: Rockpile) –
a portion of Parcel ID 38791810000500, Casper, Wyoming

Dear Board Members:

As lessee under the Lease Agreement with lessors, Thomas F. O'Brien and Daniel J. O'Brien, for the above referenced property wherein the proposed telecommunications tower will be located, please accept this letter of consent and authorization hereby authorizing and appointing Darren Hunter of ATECS/Centerline Solutions, and any other of ATECS/Centerline Solutions representatives, employees or agents, to represent and act upon our behalf in any and all applicable zoning matters in connection with the above referenced matter.

If you have any questions please do not hesitate to contact me.

Sincerely,



Steven A. Portnoy Esq., President
Bridger Wireless

Peggy Johnson

From: Darren Hunter <dhunter@centerlinesolutions.com>
Sent: Wednesday, October 28, 2015 1:48 PM
To: Peggy Johnson
Subject: CUP for proposed cell tower, email 1 of 2 (WY-Rockpile)
Attachments: WY-Rockpile - Zoning Narrative.pdf; WY-ROCKPILE 2015.08.31 ZD's rev 1.pdf

Greetings Ms. Johnson,

I spoke to you a few weeks ago regarding the zoning process in Natrona County for cell towers and I explained how our proposed site is several miles north of Casper in a very remote area along I-25. With that in mind, I've prepared a Conditional Use Application package for your review and comment. The files are pretty big so I'm going to send you the redacted lease separately, attached is the CUP application and drawings. When you've had a chance to review these docs can you please let me know if our submittal is sufficient and/or what the next steps are. Thank you for your time!

Respectfully,
Darren Hunter
Site Acquisition



CENTERLINE SOLUTIONS

16360 Table Mountain Parkway

Golden, CO 80403

Mobile: 913.634.1245

Fax: 303.993.3019

Web: www.centerlinesolutions.com

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Peggy Johnson

From: Darren Hunter <dhunter@centerlinesolutions.com>
Sent: Friday, October 30, 2015 10:34 AM
To: Peggy Johnson
Subject: RE: CUP for proposed cell tower, email 2 of 2 (WY-Rockpile)
Attachments: Bridger Wireless COI Vertical Bridge 09-09-15.pdf

Hi Ms. Johnson,

Attached is a copy of Bridger's certificate of insurance and below is a statement from my client. Please let me know if the COI and comments complete the application submittal.

"attached is our certificate of insurance. If and when we are approved we will have a new certificate issued naming the county (as per requirements 2 and 6 listed below)

As for the FCC requirements we are not zoning, nor registering any antennas or transmission equipment. Those NEIR requirements will be taken care of by any tenant attempting to zone their antennas and transmission equipment on our site."

**Thank You,
Darren Hunter
Site Acquisition**



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From: Peggy Johnson [mailto:pjohnson@natronacounty-wy.gov]
Sent: Thursday, October 29, 2015 12:47 PM
To: Darren Hunter <dhunter@centerlinesolutions.com>
Subject: RE: CUP for proposed cell tower, email 2 of 2 (WY-Rockpile)

Yes those are correct

From: Darren Hunter [mailto:dhunter@centerlinesolutions.com]
Sent: Thursday, October 29, 2015 12:42 PM
To: Peggy Johnson
Subject: RE: CUP for proposed cell tower, email 2 of 2 (WY-Rockpile)

Hi Ms. Johnson,

Thank you for the quick response to my application. Attached is a copy of the property deed for your use. I should have no problem getting the other items you requested however I just want to be sure I reference the correct sections of the code so that we get it right. Can you please confirm the sections you're referring to for questions 1 and 3 are the sections of the code I've cut and pasted here below. If not, can you reference them and I'll be sure we address it.

**Thank You,
Darren Hunter
Site Acquisition**



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16360 Table Mountain Parkway
Golden, CO 80403
Mobile: 913.634.1245
Fax: 303.993.3019
Web: www.centerlinesolutions.com

From: Peggy Johnson [<mailto:pjohnson@natronacounty-wy.gov>]
Sent: Thursday, October 29, 2015 11:20 AM
To: Darren Hunter <dhunter@centerlinesolutions.com>
Subject: RE: CUP for proposed cell tower, email 2 of 2 (WY-Rockpile)

Darren

Looks good but you are missing a couple of items

1. A Certified statement from your RF engineer that the RF is below the FCC standards
2. A copy of the warranty deed from the O'Brien's
3. And the Commercial General Liability insurance policy with the County and its officers, boards, employees, committee members, attorneys, agents and consultants as additional named insured.

Peggy Johnson

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

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.

From: Darren Hunter [<mailto:dhunter@centerlinesolutions.com>]
Sent: Wednesday, October 28, 2015 1:50 PM
To: Peggy Johnson
Subject: RE: CUP for proposed cell tower, email 2 of 2 (WY-Rockpile)

Ms. Johnson,

Here is the redacted lease.

**Thank You,
Darren Hunter**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VGW Insurance LLP 4040 McDermott Rd # 200 Plano, Tx 75024	CONTACT NAME: David M Thompson
	PHONE (A/C No. Ext): 972-668-1000 FAX (A/C No.): 972-668-1599
	E-MAIL ADDRESS: d.thompson@vgw-insurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentinel Insurance Company Limited	NAIC # 11000
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: Houston Casualty Company	42374
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bridger Wireless, Inc.
15851 Dallas Parkway, Ste 600
Addison TX 75001

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: No Deductible	Y Y	46 SBA ZI1151	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y Y	46 SBA ZI1151	08/08/2015	08/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.00	Y	46 SBA ZI1151	08/08/2015	08/08/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	46 WBC AI7700	08/08/2015	08/08/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability E & O	Y	S715 100647	08/08/2015	08/08/2016	\$1,000,000 each claim \$1,000,000 Total Policy Limit \$ 5,000 Deductible per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 By endorsement Vertical Bridge Holdings, LLC, its subsidiary and affiliated companies are named as additional insured on all policies except Workers Compensation and Professional Liability. All policies provide waiver of subrogation rights in favor of Vertical Bridge Holdings, LLC, its subsidiary and affiliated companies. All policies contain a severability of interest provision.

CERTIFICATE HOLDER Vertical Bridge Holdings, LLC 750 Park of Commerce Drive, Ste 200 Boca Raton, FL 33487	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David M Thompson <i>David M. Thompson</i>
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CONDITIONAL USE PERMIT REQUEST
FOR A
TELECOMMUNICATIONS SITE

CUP15-6

STAFF REPORT: Trish Chavis
December 17, 2015

For

January 12, 2016
Planning and Zoning Commission

And

February 2, 2016
Board of County Commissioner Meeting

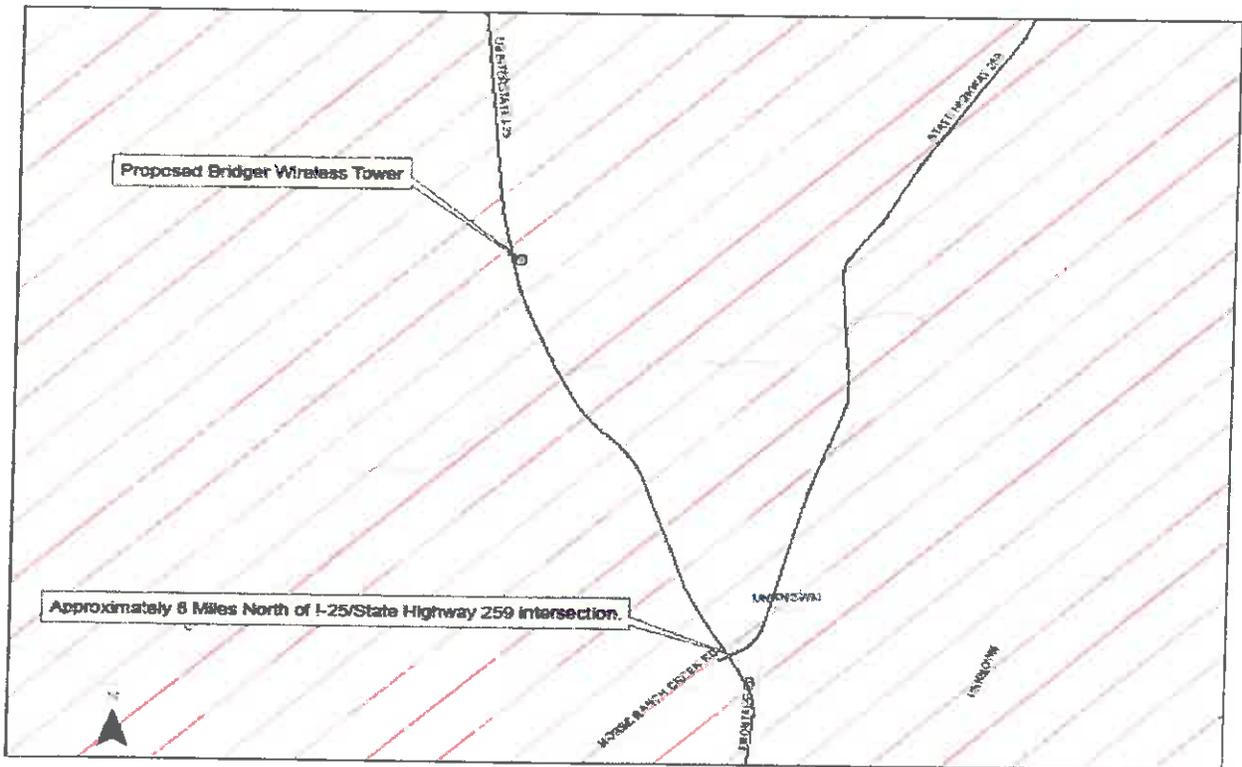
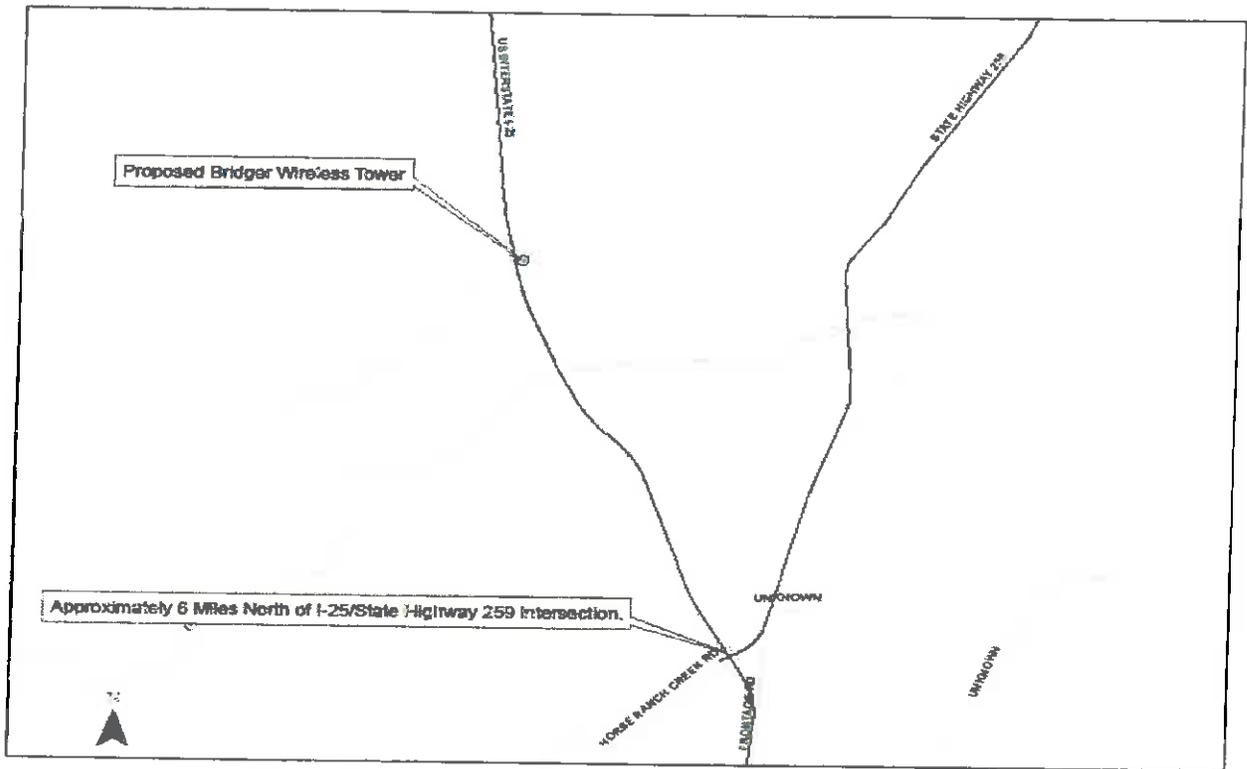
APPLICANT: Bridger Wireless, represented by Darren Hunter of Centerline Solutions

REQUEST: 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).

BACKGROUND

Bridger Wireless has entered into an agreement to lease a 100' X 100' area for the purpose of erecting a 195' lattice guyed tower (built for multiple carriers) and future equipment cabinets. This application is for the structure and equipment cabinets for future companies.

This tower is designed for up to 4 carriers and does not require lighting. The equipment compound will consist of an 80' X 80' X 6' tall chain link fence with barbed wire to secure the tower and equipment shelters.



GENERAL STANDARDS
FOR
CONDITIONAL USE PERMITS

Conditional Use Permit to allow construction and operation of an approximately 195 foot lattice guyed tower, equipment enclosure(s) and a planned six (6) foot perimeter security fence (chain link). This use is a Conditional Use Permit within the Ranching, Agriculture, and Mining (RAM) zone.

Criteria for Approval

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

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

Proposed finding of fact: Granting the Conditional Use Permit will not contribute to an overburdening of County services. County services and infrastructure will not be necessary for this permit.

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

Proposed finding if fact: The facility is unmanned and will not cause undue traffic or parking. Routine maintenance for the tower and antennas will be limited. There will be no affects to population density. Bridger Wireless will supply the environmental report when building permits are applied for.

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

Proposed finding of fact: The surrounding properties are zoned RAM with uses being ranching and farming. Staff was unable to locate a residence in the immediate area, closest being more than 5 miles away.

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: The wireless telecommunications facility covered by the requested Conditional Use Permit will not affect the public health, safety or welfare. The proposed tower will be constructed in accordance with all applicable building, electrical and plumbing codes. With an approved CUP, the tower will be in compliance with the Zoning Resolution and Development Plan. This site will provide wireless coverage to residents and travelers as well as provide for valuable E911 services.

Key Communication Tower Regulations

Artificially Lighted: There is no requirement for lighting until the tower reaches 200 feet. The proposed tower is 195 feet.

Setbacks: Setbacks from roads and structures is 110% of the tower height. The proposed tower is 195 feet making setbacks a minimum of 214.50 feet. This requirement has been met; the setback is approximately 300' to the road right-of-way.

Documentation demonstrating the need for Telecommunication Tower: Applicant has supplied the propagation maps that show the need for this tower location.

PROPOSED MOTION

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

PUBLIC COMMENT

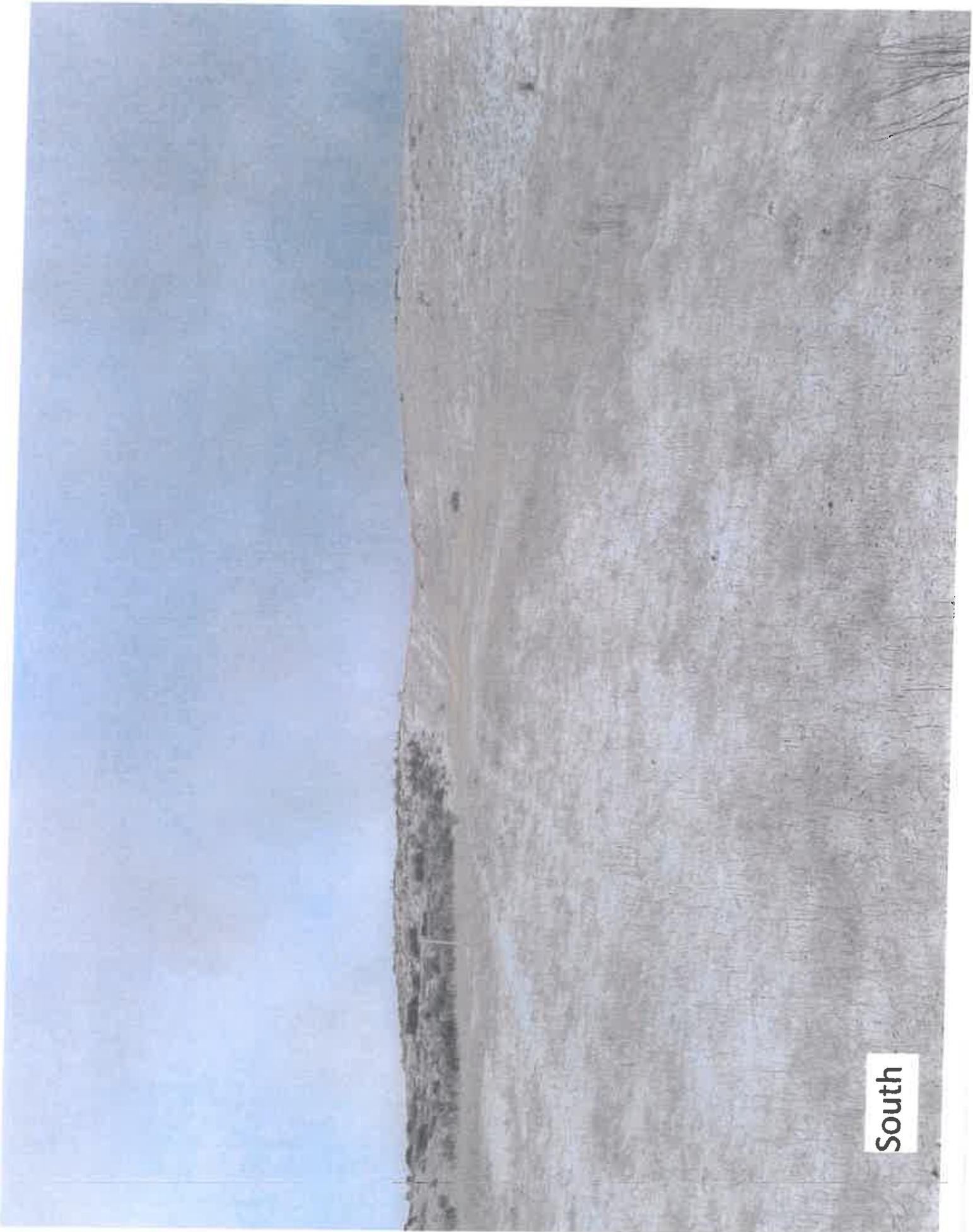
As of the date of this staff report no comments have been received.



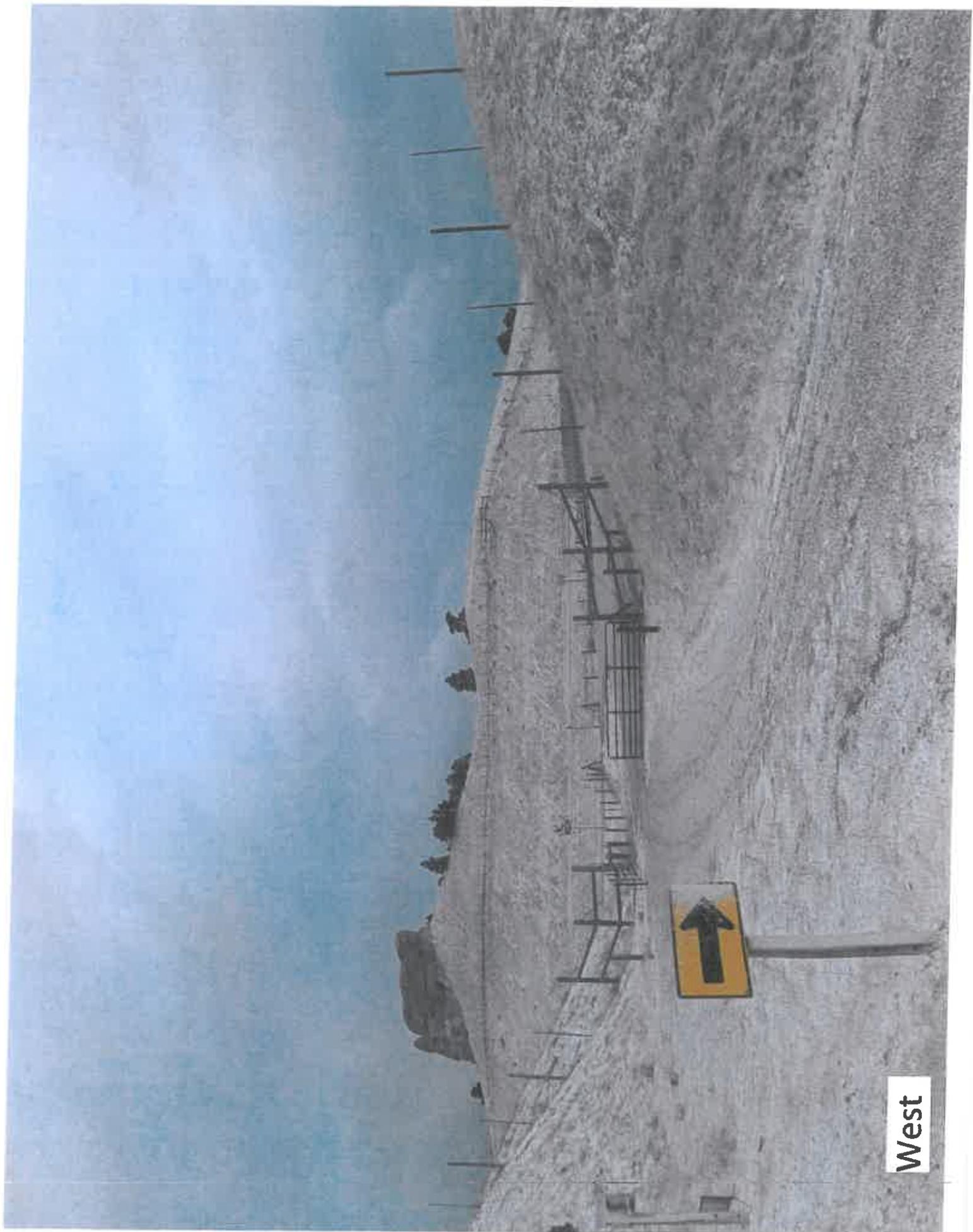
North



East



South



West



Looking at Tower Site. Southbound I-25

