



# NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA

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

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

### I. CALL MEETING TO ORDER

### II. ROLL CALL

### III. PLEDGE OF ALLEGIANCE

### IV. APPROVAL OF CONSENT AGENDA

### V. PUBLIC HEARINGS

A. FY 2016-2017 Budget Approval Resolution 20-16

B. Notice of Hearing Proposed Formation of the Horse Ranch Acres Subdivision Improvement & Service District (Resolution 19-16)

C. **PS16-2** – A request by SST Development, LLC for approval of a preliminary plat for the SST Industrial Park, a major subdivision consisting of approximately 300 acres divided into 31 lots located in portions of Sections 29 & 30, Township 34 North, Range 80 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming. The parcels are located south of US Highway 20-26 across from Natrona County International Airport.

D. **PS16-3** – A request by Roadrunner, LLC for approval of a final plat of Bypass Industrial Park No. 2 is comprised of approximately 4.7 acres and is located in portions of Section 31, Township 34 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming. The parcels are located west of Salt Creek Highway and north of US Highway 20-26 Bypass.

E. 2016 Development Plan

### VI. PUBLIC COMMENTS

### VII. COMMISSIONER COMMENTS

### VIII. 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, July 5, 2016 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF JUNE 21, 2016 MEETING MINUTES**

**II. APPROVAL OF BILLS – \$175,649.86**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

- A. Ratification of Alcova Reservoir Boat Club Lease (*tabled from 6-7-2016*)
- B. Amendment to the Alcova Reservoir Boat Club Lease (*tabled from 6-7-2016*)
- C. Contract between NC & Edward J. Holthouse, CCIM dba Holthouse Appraisal Group
- D. Ratification of Resolution 21-16 Placing Partial Fire Closure Restrictions on NC, WY, Due To

Extreme Fire Danger

- E. Professional Services Contract between NC & Timothy Cotton, PC
- F. Professional Services Contract between NC & Jacqueline K. Brown, Attorney at Law
- G. Professional Services Contract between NC & Cindy wood
- H. Professional Services Contract between NC & Chad Harden, Attorney at Law
- I. Professional Services Contract between NC & John Chambers, PC
- J. Amendment No. 3 to the Contract for the Engineering on the Bates Creek Gravel Pit & Roadway
- K. Amendment between WLC & NC for Surveying, Mapping & GIS Services for Establishment of approximately 32 County Roads
- L. Engineering Service Agreement with Western Water Consultants for Bridge R/W Acquisition on CR 106 Notches Road

**IV. NOTICE OF AWARD**

- A. High Plains Construction, Inc. – Full-Hookup RV Campground \$1,250,250.00

**V. STATEMENT OF EARNINGS**

Planning	\$16,917.74
R&B	\$25,000.00
Lake	\$15,629.50
Parks/Mtn	\$3,615.00
<b>TOTALING</b>	<b>\$61,162.24</b>

**VI. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES**

**TOTALING \$61.55: 2015 MADD TRANSPORTATION & TOWING**

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
June 21, 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.

Chairman Chadwick announced Stacey Sanger as the 2016-2017 Commissioners Renewal Scholarship recipient.

**Public Hearings:**

**A. Resolution 17-16 Transfer of Funds- Commissioners/Child Support Enforcement/Cooperative Extension/Clerk of District Court/County Road Fund**

Clerk Vitto reported on the transfer of funds.

Chairman Chadwick opened up the public hearing.

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

Commissioner Hendry moved for approval of the Resolution. Commissioner Keating seconded the motion. Motion carried.

**Public Comments:**

Chairman Chadwick opened the floor to Public Comments.

Hearing no comments the floor was closed.

**Commissioner Comments:**

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no comments the floor was closed.

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 5:37 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

\_\_\_\_\_  
Renea Vitto

A&I / ST OF WY ENT TECH	\$62.45
CITY OF CASPER	\$725.62
GAS SERVICE	\$531.88
MAY 2016 ANIMAL CONTROL SERVICES	\$10,027.03
MAY 2016 USER AGENCY FEE PSCC BILLING	\$19,482.87
MAY 2016 W&S/	\$487.53
MAY 2016 WATER/201 CENTER ST IRN	\$27.09
PMT#2 FY1516/CHIP SEAL PROJECT	\$127,094.00
SOURCEGAS LLC	\$71.39
WIMACTEL INC	\$140.00
CNFR	\$17,000.00
	\$175,649.86

**Contract between Natrona County and  
Edward J. Holthouse, CCIM, dba Holthouse Appraisal Group**

1. **Parties.** The parties to this Contract are Natrona County ("County") and Edward J. Holthouse, CCIM dba Holthouse Appraisal Group ("Contractor"). The parties' respective contact information is:

Department Director  
Natrona County Parks  
PO Box 848  
Mills, WY 82644  
307-235-9325

Edward J. Holthouse, CCIM  
Holthouse Appraisal Group  
139 W 2<sup>nd</sup> St; Suite 3E  
Casper, WY 82601  
307-265-7908  
Fax: 307-265-3754

2. **Purpose of Contract.** Obtain appraisals of Alcova Reservoir concession property and Pathfinder Reservoir concession property that County manages pursuant to a 2016 Management Agreement between the United States of America and County ("Management Agreement"). In consideration of the mutual covenants herein, the parties agree as follows:

- A. **Contractor's Responsibilities.** Contractor shall prepare property appraisals for use by County as follows:

- i. **Property Identification.**
  - a. Parcel 1 - Leasehold improvements at Alcova Marina, Natrona County, Wyoming.
  - b. Parcel 2 - Leasehold improvements at Pathfinder Marina, Natrona County, Wyoming.
- ii. **Property Type.**
  - a. Parcel 1 - Inland marina leasehold interest.
  - b. Parcel 2 - Inland marina leasehold interest.
- iii. **Interest Valued.**
  - a. Parcel 1 - Leasehold interest including, but not limited to: site improvements, liquor license, other personal property, leased land, and market value of the going concern in its entirety which includes, but is not limited to: value of an operating business and other intangibles.
  - b. Parcel 2 - Leasehold interest including, but not limited to: site improvements, liquor license, other personal property, leased land, and market value of the going concern in its entirety which includes, but is not limited to: value of an operating business and other intangibles.
- iv. **Client and Intended Users.** Natrona County Commissioners and the Natrona County Parks Director.
- v. **Intended Use of Appraisals.** To assist County in establishing the market value of the properties.
- vi. **Type of Value.** "Market value" as defined in the most recent edition of *The Dictionary of Real Estate Appraisal* published by the Appraisal Institute.
- vii. **Date of Value.** Date Contractor inspects the properties.

- viii. Hypothetical Conditions and/or Extraordinary Assumptions. None.
- ix. Contractor Standards.
  - a. *Uniform Standards of Professional Appraisal Practice ("USPAP").*
  - b. *The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.*
- x. Scope of Work for each Parcel.
  - a. Site visit of interior and exterior.
  - b. Coordinate with County the date(s) of the site visits.
  - c. Contractor shall use all approaches to valuation necessary to develop a credible opinion of value.
  - d. Prepare separate Appraisal Report for each parcel.
  - e. Deliver one hardcopy and one electronic copy of each Appraisal Report to County no later than 60 days after the effective date of this Contract.

**B. Contractor Services NOT Included.**

- i. Pursuant to this Contract, Contractor is not responsible to:
  - a. Meet with a third party.
  - b. Appear for any litigation purpose including, but not limited to, assisting with preparation for discovery, deposition, hearing, or trial; attending a deposition, court appearance, or administrative hearing appearance.
- ii. If Contractor is required to assist, attend, or otherwise participate in litigation stemming from this Contract, unless such litigation is based on a claim by County against Contractor, Contractor shall be paid as follows:
  - a. \$100/hour for secretarial services necessary to prepare for litigation.
  - b. \$175/hour for Contractor to prepare for litigation.
  - c. \$200/hour for Contractor to attend court.
  - d. A minimum of \$850/day plus expenses if Contractor is required to attend court outside of Natrona County, Wyoming.

**C. Contractor's Responsibilities Conclude.** Contractor's responsibilities under this Contract conclude when he delivers both of the Appraisal Reports to County with the exception that Contractor shall respond to County's legitimate questions regarding the contents of the Appraisal Reports.

**D. County's Responsibilities.** County shall:

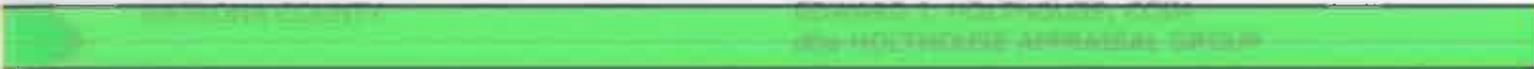
- i. Provide Contractor the following for each parcel prior to Contractor's site inspection:
  - a. Income and expense statement for the past five years.
  - b. Itemized list of inventory and equipment.
  - c. Current depreciation schedule for inventory and equipment.
  - d. List of improvements completed in the last five years.
  - e. Last purchase contract and bill of sale.
  - f. Copy of current lease.
  - g. Copy of current survey, if any.
  - h. Environmental assessment, if any.
- ii. Pay Appraisal Fee.
  - a. The appraisal fee is \$10,000.

- b. The appraisal fee is due when County receives both of the appraisal reports.
  - c. If County fails to pay the appraisal fee within 30 days from the date of receipt of the appraisal reports, Contractor may assess a penalty of 10% of the appraisal fee plus 21% per annum of the unpaid balance.
3. **Subordinate to Management Agreement.** This Contract is subordinate to the Management Agreement.
4. **Effective Date.** This Contract becomes effective upon the date of the last required signature.
5. **Contract Extension and Cancellation.** Neither party has a right to extension of this Contract. County may cancel this Contract prior to receipt of the appraisal reports. If County cancels this Contract, Contractor may demand that County pay Contractor for the work he performed prior to the cancellation. Such payment shall be at a reasonable rate. If the parties cannot agree to a reasonable rate, each party shall select an appraiser; those two appraisers shall select a third appraiser; and the three appraisers shall determine a reasonable rate. Each party shall pay one half of the cost for the three appraisers.
6. **General Provisions.**
- A. **Amendments.** Any changes to this Contract shall be in writing signed and dated by all parties.
  - B. **Assignment.** No party shall assign or transfer any right or delegate any responsibility of this Contract without prior written consent of the other party/parties.
  - C. **Collateral.** No party shall use this Contract or any part of this Contract as collateral without prior written consent of the other party/parties.
  - D. **Waiver.** If a party waives a breach by the other party/parties of a term of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
  - E. **Breach.** If Contractor fails to perform in accordance with this Contract, County may at its discretion:
    - 1. terminate this Contract, and/or
    - 2. withhold payment until Contractor satisfactorily performs in accordance with this Contract, and/or
    - 3. give written notice and time to cure the breach to Contractor, and/or
    - 4. demand specific performance in accordance with this Contract, and/or
    - 5. pursue any other remedy allowed by law.
  - F. **Termination.** County may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with this Contract.
  - G. **Notices.** A party shall give notice to the other party by regular mail, facsimile, or personal delivery at the respective address given in this Contract.
  - H. **Availability of Funds.** This Contract is conditioned upon the availability of funds to County for this Contract. If such funds are not available to County, County may

terminate this Contract without any penalty. County shall not be liable for any future payment or any alleged damage resulting from the unavailability of funds to County. County shall not claim unavailability of funds for this Contract in order to acquire similar services from a third party.

- I. **Audit / Access to Records.** Contractor shall cooperate with any auditor authorized by County to perform an audit involving this Contract. Contractor shall promptly provide access to County and its auditor and other agents to any book, document, or other record in both tangible and electronic form of Contractor which pertains to this Contract.
- J. **Award of Related Contracts.** County may enter other contracts for services related to this Contract. Contractor shall promptly cooperate with County in awarding such contracts and such other contractors.
- K. **Applicable Law and Venue.** The laws of the State of Wyoming shall govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming shall have jurisdiction over this contract and the parties. A court in Natrona County, Wyoming shall be the proper venue for any legal action involving this Contract.
- L. **Governmental Immunity.** The parties do not waive and specifically retain all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.
- M. **Independent Contractor.** Contractor is an independent contractor. Contractor is responsible for its debts and other liabilities. Contractor is not entitled to any compensation or other benefit from County except what is contained in this Contract. Contractor shall not incur any obligation or liability on behalf of County.
- N. **Compliance with Laws.** Contractor shall be aware of and comply with all applicable federal, state, and local laws in its performance of this Contract, including, but not limited to:
  - 1. the Civil Rights Act of 1964,
  - 2. the Fair Labor Standards Act,
  - 3. the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),
  - 4. the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.), and
  - 5. the Age Discrimination Act of 1975.
- O. **Nondiscrimination.** Neither party shall discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- P. **Certificate of Good Standing.** PRIOR to performing any other term of this Contract, Contractor shall provide a *Certificate of Good Standing* verifying its compliance with the unemployment insurance and workers' compensation programs.
- Q. **Taxes.** Contractor shall pay all of its taxes as required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation and unemployment insurance, and sales taxes.
- R. **Third-Party Beneficiary.** The parties do not intend this Contract to create any third-party beneficiary.

- S. **Indemnification.** Contractor shall indemnify, defend, and hold harmless County and its officers, employees, agents, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform, negligent performance, and/or malpractice of its responsibilities under this Contract.
- T. **Force Majeure.** The parties shall not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of a public enemy, fire, flood, epidemic, quarantine restriction, freight embargo, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize delay and effects of its nonperformance.
- U. **Timeline.** Time is of the essence in performance of this Contract.
- V. **Titles for Reference.** Titles of paragraphs in this Contract are for reference only and shall not be used to construe the language of this Contract.
- W. **Entire Contract.** This document consisting of 5 pages, contains the entire contract between the parties and supersedes any and all prior negotiations, representations, and agreements, written and oral.
- X. **Severability.** If any portion of this Contract is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this Contract shall remain in effect, and either party may renegotiate the term(s) affected by the severance.
- Y. **Signatures.** Each party signing below is authorized to sign this Contract on behalf of its entity.



Chair, Board of Commissioners	Date	Edward J. Holthouse, CCIM	Date
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ATTEST:

County Clerk	Date
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 Approved as to form  
 County Legal Department

RESOLUTION NO. 21-16

RESOLUTION PLACING PARTIAL FIRE CLOSURE RESTRICTIONS ON  
NATRONA COUNTY, WYOMING, DUE TO EXTREME FIRE DANGER

WHEREAS, the Natrona County Fire Warden, after consultation with the Natrona County Fire District and the Casper Mountain Fire District, has recommended the **partial closing** of all areas within the boundaries of Natrona County, Wyoming, to open burning and other fire related activities on all private and county lands in Natrona County; and

WHEREAS, the Bureau of Land Management has imposed a fire closure resolution on BLM lands in Natrona County, Wyoming; and

WHEREAS, Natrona County is currently approaching drought conditions and fire danger is rising; and

WHEREAS, W.S. §§ 35-9-301 and 302 provide authority to the Board of County Commissioners in the State of Wyoming, if certain conditions are met, to "...close the area to any form of use by the public or may limit such use upon the recommendation of the county fire warden, including prohibition of any type of open fire...for such period of time as the board of county commissioners may deem necessary and proper;" and

WHEREAS, Natrona County has the inherent power and authority to regulate, limit and prohibit activities and uses of lands and premises owned by Natrona County, Wyoming, or in which Natrona County holds a legal interest; and

WHEREAS, based upon the recommendation of the Natrona County Fire Warden, and the information provided by him to this Board of County Commissioners, it is deemed necessary and proper to prohibit and limit the use of open fires and incendiary devices in Natrona County, Wyoming, for so long as high fire danger conditions continue to exist.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Natrona County, Wyoming, that effective commencing Friday, July 1, 2016, the open burning and other fire related activities on all private, county, and, to the extent not inconsistent with other closure orders such as State or Federal, land in Natrona County, Wyoming, is hereby placed under restriction as follows:

1. Trash and refuse is to be burned only in containers provided with spark arrestors in a 10 foot cleared area between the hours of 6:00 a.m. and 11:00 a.m. only in areas approved for this type of burning.
2. Wood fires must be contained in established fire rings. Building or using any open fire or camp fire, except within agency provided fire rings or grates at developed campgrounds, or within fully enclosed stoves, grills or in stoves using pressurized liquid gas is prohibited.
3. Charcoal fires within enclosed grills are permitted; however, the discarding of the hot coals in a manner that will cause an ignition of a fire is prohibited.
4. No person shall throw or drop any lighted match, cigar, cigarette or other burning substance in combustible material (weeds or brush) or in the close proximity of combustible materials.
5. No smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area of least 3 feet in diameter that is barren or cleared of all flammable material.
6. Discharging and detonation of fireworks, explosives requiring fuses or blasting caps are prohibited without an approved permit,
7. No acetylene cutting torches or electric arc welding except in areas devoid of all vegetation in a ten foot area.

8. No propane or open fire branding activities except in corral areas in ranch complexes considered to be improved and cleared of all vegetation matter.
9. No fire or open flame allowed in unimproved areas.
10. No operation of chainsaws without a properly installed USDA or SAE approved spark arrestor and a 5lb. or larger dry chemical fire extinguisher or an adequate supply of water and a shovel in case of a fire. These fire tools may be kept with the operator's gas supply, but must be available in the immediate vicinity of the chainsaw operations.
11. There will be no slash pile burning on Casper Mountain. Landowners on Casper Mountain with slash pile cleanup can take their slash to Tower Hill, which has been designated for receipt and disposal of slash piles.
12. Additional restrictions on allowed uses, in particular areas, may be imposed due to adverse weather, range and fuel conditions ( i.e. Red Flag Days), at the discretion and advice of the County Fire Warden, Natrona County Fire District and Casper Mountain Fire Districts.
13. Religious organizations or entities seeking an exemption from the fire restrictions for religious ceremonies must make application to the County Fire Warden for the exemption and provide details as to the nature of the ceremony and proposed safety precautions to minimize the risk of fire danger.

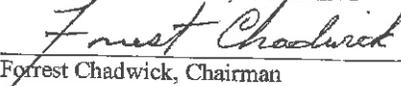
BE IT FURTHER RESOLVED, that the penalties provided in W.S. § 35-9-304 may be improved for violations of this resolution, to wit: A fine not to exceed One Hundred Dollars (\$100) or imprisonment in the Natrona County Jail not to exceed thirty (30) days, or both such fine and imprisonment.

BE IT FURTHER RESOLVED that the Natrona County Fire Warden shall notify the Wyoming State Forester at 1100 W. 22<sup>nd</sup> Street, Cheyenne, WY 82002, of the partial closure and restrictions provided in this resolution as well as any and all subsequent modifications hereto and/or rescission hereof.

BE IT FURTHER RESOLVED that this fire closure shall stay in effect until further notice from the Natrona County Fire Warden.

DATED this 5th day of July, 2016.

THE BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

  
Forrest Chadwick, Chairman



ATTEST:

  
Renea Vitto, County Clerk

My term of office expires  
January 7, 2019

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
NATRONA COUNTY AND TIMOTHY C. COTTON, PC  
2016-2017**

- 1 **Parties.** The parties to this Contract are the Board of County Commissioners of Natrona County, 200 N. Center, Suite 115, Casper, WY 82601, hereinafter referred to as the "County," and **Timothy C. Cotton, PC**, 130 North Ash, Suite 105, Casper, WY 82601, hereinafter referred to as the hereinafter referred to as "Contractor".
  
- 2 **Purpose of Contract.** The purpose of this Contract is to provide the terms by which the Contactor will 1) administer the Court appointed parents abuse and neglect cases in Natrona County; 2) represent clients in approximately one- fifth (1/5) of abuse/neglect cases filed in Natrona County juvenile court which involve indigent parents. The provisions of this contract will not apply to abuse/neglect cases where the parties retain their own counsel, nor to termination of parental rights actions pursuant to Wyo. Statute §§ 14-2-308 through 14-2-319.
  
- 3 **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2016 through June 30, 2017. All services shall be completed during this term. This Contract may be renewed annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the County.
  
- 4 **Payment.** County agrees to pay Contractor for the services described herein. The Abuse and Neglect portion of the Contract shall be sixty seven thousand dollars (\$67,000) and twelve thousand dollars (\$12,000.00) per year for administrative costs. The total payment under this Contract shall not exceed seventy nine thousand dollars (\$79,000.00) and shall be paid in eleven monthly installments of six thousand five hundred eighty three dollars and thirty four cents (\$6583.34) and one payment of six thousand five hundred eighty three dollars and twenty six cents (\$6583.26).

The County will reimburse the Contractor for travel associated with the fulfillment of the contractual obligations associated with this agreement at the standard reimbursement rate approved for lodging and mileage as well as other actual costs associated with fulfilling contractual obligations, included but not limited to service costs, witness fees, and interpreter costs.

- 5 **Responsibilities of Contractor.**
  - A. Contractor shall represent one-fifth (1/5), or as close thereto as possible, of all parents appointed attorneys in abuse/neglect cases filed in Natrona County juvenile court.

- B. Contractor shall assign all remaining parents cases, except when in Contractor's opinion a legal conflict exist, to the other attorneys contracted with Agency to represent parents in abuse/neglect cases.
- C. Contractor shall prepare all court filings appointing a contract attorney.
- D. Contractor shall participate in the interview and selection process to fill open contract attorney positions.
- E. Contractor shall monitor the caseload of all contract attorneys to ensure that all contract attorneys' caseloads are evenly distributed.
- F. In the event of a conflict or excess caseload, Contractor shall assign parent cases to a non-contracted attorney.
- G. Contractor shall review and approve all travel and other costs associated with the fulfillment of the contractual obligations by the contract attorneys.

**6. Responsibilities of County.**

- A. County shall pay all invoices submitted by Contractor within forty-five (45) days of receipt.

**7. General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for

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

- D. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract that are not prohibited due to confidentiality restrictions pertaining to juvenile cases and the Wyoming Rules of Professional Conduct. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract and not otherwise confidential. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the County.
  
- E. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Agency at the end of the period for which the funds are available. The County shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Contract to acquire similar services from another party.
  
- F. **Award of Related Contracts.** The County may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the County in all such cases.
  
- G. **Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
  
- H. **Entirety of Contract.** This Contract, consisting of six (6) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- I. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- J. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- L. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the County for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the County, or to incur any obligation of any kind on the behalf of the County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- M. **Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, *facsimile*, *e-mail*, or delivery in person.

N. **Notice and Approval of Proposed Sale or Transfer of the Contractor.**

The Contractor shall provide the County with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the County determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the County may, at its option, terminate or renegotiate the Contract.

O. **Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:

- (i) **Professional Liability or Errors and Omissions Liability Insurance.** The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

P. **Sovereign Immunity.** The County does not waive its governmental immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and all other state law.

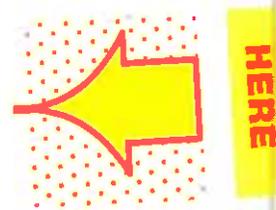
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R. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Contract. In the event of termination by either party, Contractor shall only be entitled to compensation for services performed under this contract and in no way shall this contract be interpreted to provide compensation for Contractor for the remaining original term of this contract.

- S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
  - T. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
  - U. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
  - AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

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



\_\_\_\_\_  
Forrest Chadwick, Chairman \_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk \_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Timothy C Cotton 6/23/16  
Date

**APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Heather Duncan-Malone, County Attorney 6/22/16  
Date

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
NATRONA COUNTY AND JACQUELINE K. BROWN, ATTORNEY AT LAW  
2016-2017**

- 1 Parties.** The parties to this Contract are the Board of County Commissioners of Natrona County, 200 N. Center, Suite 115, Casper, WY 82601, hereinafter referred to as the "County," and , **Jacqueline K. Brown 159 N. Wolcott Street, Suite 355 Casper, WY 82601**, hereinafter referred to as "Contractor."
- 2 Purpose of Contract.** The purpose of this Contract is to provide the terms by which the Contactor will 1) represent clients in approximately one-fifth (1/5) of abuse/neglect cases filed in Natrona County juvenile court which involve indigent parents. The provisions of this contract will not apply to abuse/neglect cases where the parties retain their own counsel, nor to termination of parental rights actions pursuant to Wyo Statute §§ 14-2-308 through 14-2-319.
- 3 Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2016 through June 30, 2017. All services shall be completed during this term. This Contract may be renewed annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the County.
- 4 Payment.** County agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed Sixty Thousand Dollars (\$60,000.00) and shall be paid in twelve monthly installments of five thousand dollars (\$5,000.00).

The County will reimburse the Contractor for out of town travel associated with the fulfillment of the contractual obligations associated with this agreement at the standard reimbursement rate approved for lodging and mileage as well as other actual costs associated with fulfilling contractual obligations, included but not limited to service costs, witness fees, and interpreter costs.
- 5 Responsibilities of Contractor.**

  - A. Contractor shall represent one-fifth (1/5), or as close thereto as possible, of all parents appointed attorneys in abuse/neglect cases filed in Natrona County juvenile court.
  - B. Contractor shall accept assignments of the above cases from Timothy C. Cotton, except when in Timothy C. Cotton's opinion a legal conflict exist.
  - C. Contractor shall prepare all court filings appointing a contract attorney as each parent's attorney.
  - D. Contractor shall report directly to and shall be supervised by Timothy Cotton.

6. **Responsibilities of County.**

A. County shall pay all invoices submitted by Contractor within forty-five (45) days of receipt.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract that are not prohibited due to confidentiality restrictions pertaining to juvenile cases and the Wyoming Rules of Professional Conduct. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract and not otherwise confidential. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the County.
- E. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are

not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Agency at the end of the period for which the funds are available. The County shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Contract to acquire similar services from another party.

- F. **Award of Related Contracts.** The County may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the County in all such cases.
- G. **Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- H. **Entirety of Contract.** This Contract, consisting of six (6) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- J. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and

obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

- L. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the County for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the County, or to incur any obligation of any kind on the behalf of the County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- M. **Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, *facsimile*, *e-mail*, or delivery in person.
- N. **Notice and Approval of Proposed Sale or Transfer of the Contractor.**
- The Contractor shall provide the County with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the County determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the County may, at its option, terminate or renegotiate the Contract.
- O. **Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:
- (i) **Professional Liability or Errors and Omissions Liability Insurance.** The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or

mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

- P. **Sovereign Immunity.** The County does not waive its governmental immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and all other state law.
  - Q. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
  - R. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Contract. In the event of termination by either party, Contractor shall only be entitled to compensation for services performed under this contract and in no way shall this contract be interpreted to provide compensation for Contractor for the remaining original term of this contract.
  - S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
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  - AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

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

\_\_\_\_\_  
Forrest Chadwick, Chairman

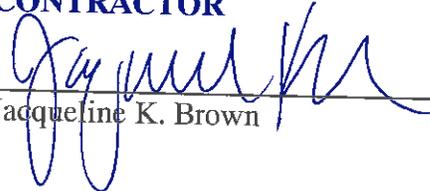
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Jacqueline K. Brown

6/23/16  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Heather Duncan-Malone, County Attorney

6/22/16  
\_\_\_\_\_  
Date



**PROFESSIONAL SERVICES CONTRACT BETWEEN  
NATRONA COUNTY AND CINDI WOOD  
2016-2017**

- 1 **Parties.** The parties to this Contract are the Board of County Commissioners of Natrona County, 200 N. Center, Suite 115, Casper, WY 82601, hereinafter referred to as the "County," and **CINDI WOOD, 160 North Grant St. (Po Box 2826) Casper Wyoming 82602**, hereinafter referred to as "Contractor."
  
- 2 **Purpose of Contract.** The purpose of this Contract is to provide the terms by which the Contactor will 1) represent clients in approximately one-fifth (1/5) of abuse/neglect cases filed in Natrona County juvenile court which involve indigent parents. The provisions of this contract will not apply to abuse/neglect cases where the parties retain their own counsel, nor to termination of parental rights actions pursuant to Wyo Statute §§ 14-2-308 through 14-2-319.
  
- 3 **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2016 through June 30, 2017. All services shall be completed during this term. This Contract may be renewed annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the County.
  
- 4 **Payment.** County agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed Sixty Thousand Dollars (\$60,000.00) and shall be paid in twelve monthly installments of five thousand dollars (\$5,000.00).  
  
The County will reimburse the Contractor for out of town travel associated with the fulfillment of the contractual obligations associated with this agreement at the standard reimbursement rate approved for lodging and mileage as well as other actual costs associated with fulfilling contractual obligations, included but not limited to service costs, witness fees, and interpreter costs.
  
- 5 **Responsibilities of Contractor.**
  - A. Contractor shall represent one-fifth (1/5), or as close thereto as possible, of all parents appointed attorneys in abuse/neglect cases filed in Natrona County juvenile court.
  - B. Contractor shall accept assignments of the above cases from Timothy C. Cotton, except when in Timothy C. Cotton's opinion a legal conflict exist.
  - C. Contractor shall prepare all court filings appointing a contract attorney as each parent's attorney.
  - D. Contractor shall report directly to and shall be supervised by Timothy Cotton.

6. **Responsibilities of County.**

A. County shall pay all invoices submitted by Contractor within forty-five (45) days of receipt.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
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- E. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Agency at the end of the period for which the funds are available. The County shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The County may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the County in all such cases.
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- L. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the County for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the County, or to incur any obligation of any kind on the behalf of the County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
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- O. **Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:
- (i) **Professional Liability or Errors and Omissions Liability Insurance.** The Contractor shall provide proof of professional liability

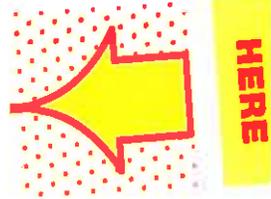
insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

- P. **Sovereign Immunity.** The County does not waive its governmental immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and all other state law.
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The effective date of this Contract is the date of the signature last affixed to this page.

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



\_\_\_\_\_  
Forrest Chadwick, Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
Date

**CONTRACTOR**

Cindi Wood  
Cindi Wood

6/23/16  
Date

**APPROVAL AS TO FORM:**

Heather Duncan-Malone  
Heather Duncan-Malone, County Attorney

6/22/16  
Date

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
NATRONA COUNTY AND CHAD HARDEN, ATTORNEY AT LAW  
2016-2017**

- 1 **Parties.** The parties to this Contract are the Board of County Commissioners of Natrona County, 200 N. Center, Suite 115, Casper, WY 82601, hereinafter referred to as the "County," and , **Chad Harden, Attorney At Law 141 S. Center St. Suite 406 Casper Wyoming 82601**, hereinafter referred to as "Contractor."
  
- 2 **Purpose of Contract.** The purpose of this Contract is to provide the terms by which the Contractor will 1) represent clients in approximately one-fifth (1/5) of abuse/neglect cases filed in Natrona County juvenile court which involve indigent parents. The provisions of this contract will not apply to abuse/neglect cases where the parties retain their own counsel, nor to termination of parental rights actions pursuant to Wyo Statute §§ 14-2-308 through 14-2-319.
  
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  - C. Contractor shall prepare all court filings appointing a contract attorney as each parent's attorney.
  - D. Contractor shall report directly to and shall be supervised by Timothy Cotton.

6. Responsibilities of County.

A. County shall pay all invoices submitted by Contractor within forty-five (45) days of receipt.

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- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract that are not prohibited due to confidentiality restrictions pertaining to juvenile cases and the Wyoming Rules of Professional Conduct. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract and not otherwise confidential. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the County.

- E. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the contract may be terminated by the Agency at the end of the period for which the funds are available. The County shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the County to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The County may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the County in all such cases.
- G. **Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- H. **Entirety of Contract.** This Contract, consisting of six (6) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- J. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

K. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the County and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

L. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the County for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the County, or to incur any obligation of any kind on the behalf of the County. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

M. **Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, *facsimile*, *e-mail*, or delivery in person.

N. **Notice and Approval of Proposed Sale or Transfer of the Contractor.**

The Contractor shall provide the County with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the County determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the County may, at its option, terminate or renegotiate the Contract.

O. **Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:

- (i) **Professional Liability or Errors and Omissions Liability Insurance.** The Contractor shall provide proof of professional liability

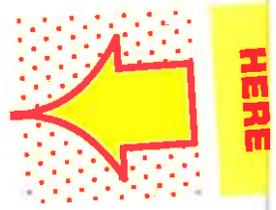
insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

- P. **Sovereign Immunity.** The County does not waive its governmental immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and all other state law.
- Q. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- R. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Contract. In the event of termination by either party, Contractor shall only be entitled to compensation for services performed under this contract and in no way shall this contract be interpreted to provide compensation for Contractor for the remaining original term of this contract.
- S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- T. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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

The effective date of this Contract is the date of the signature last affixed to this page.

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



\_\_\_\_\_  
Forrest Chadwick, Chairman

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Chad Harden

6-23-16  
\_\_\_\_\_  
Date

**APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Heather Duncan-Malone, County Attorney

6/22/16  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
NATRONA COUNTY AND JOHN D. CHAMBERS, PC  
2016-2017**

- 1 **Parties.** The parties to this Contract are the Board of County Commissioners of Natrona County, 200 N. Center, Suite 115, Casper, WY 82601, hereinafter referred to as the "County," and **JOHN D. CHAMBERS, PC, 152 North Durbin Street, Suite 325 Casper Wyoming 82601**, hereinafter referred to as "Contractor."
  
- 2 **Purpose of Contract.** The purpose of this Contract is to provide the terms by which the Contractor will 1) represent clients in approximately one-fifth (1/5) of abuse/neglect cases filed in Natrona County juvenile court which involve indigent parents. The provisions of this contract will not apply to abuse/neglect cases where the parties retain their own counsel, nor to termination of parental rights actions pursuant to Wyo Statute §§ 14-2-308 through 14-2-319.
  
- 3 **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from July 1, 2016 through June 30, 2017. All services shall be completed during this term. This Contract may be renewed annually by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the County.
  
- 4 **Payment.** County agrees to pay Contractor for the services described herein. The total payment under this Contract shall not exceed Sixty Thousand Dollars (\$60,000.00) and shall be paid in twelve monthly installments of five thousand dollars (\$5,000.00).

The County will reimburse the Contractor for out of town travel associated with the fulfillment of the contractual obligations associated with this agreement at the standard reimbursement rate approved for lodging and mileage as well as other actual costs associated with fulfilling contractual obligations, included but not limited to service costs, witness fees, and interpreter costs.

- 5 **Responsibilities of Contractor.**
  - A. Contractor shall represent one-fifth (1/5), or as close thereto as possible, of all parents appointed attorneys in abuse/neglect cases filed in Natrona County juvenile court.
  - B. Contractor shall accept assignments of the above cases from Timothy C. Cotton, except when in Timothy C. Cotton's opinion a legal conflict exist.
  - C. Contractor shall prepare all court filings appointing a contract attorney as each parent's attorney.
  - D. Contractor shall report directly to and shall be supervised by Timothy Cotton.

6. **Responsibilities of County.**

A. County shall pay all invoices submitted by Contractor within forty-five (45) days of receipt.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. 1-39-104(a) and all other state law.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The County and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract that are not prohibited due to confidentiality restrictions pertaining to juvenile cases and the Wyoming Rules of Professional Conduct. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract and not otherwise confidential. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the County.
- E. **Availability of Funds.** Each payment obligation of the County is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are

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- F. **Award of Related Contracts.** The County may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the County in all such cases.
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obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

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  - AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The effective date of this Contract is the date of the signature last affixed to this page.

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



**HERE**

\_\_\_\_\_  
Forrest Chadwick, Chairman

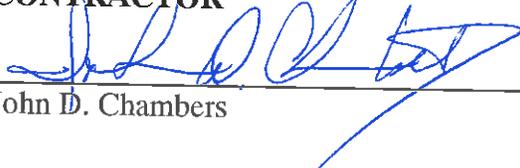
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
John D. Chambers

6-23-16  
Date

**APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Heather Duncan-Malone, County Attorney

10/22/16  
Date



## Natrona County Road & Bridge Department

538 SW Wyo Blvd  
PO Drawer 848  
Mills, WY 82644  
(307) 235-9311; 265-2743 (f)

### MEMO

DATE: June 23, 2016

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

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

SUBJECT: Amendment No. 3 to the Contract for the Engineering on the Bates Creek Gravel Pit and Roadway.

Attached for signature is an amendment to the contractual agreement between Natrona County and Inberg Miller Engineers (IME) for Engineering, Design, Bidding, Construction Contract Administration and Quality Assurance, and the preparation of Environmental Assessment (EA) for the Bates Creek Gravel Pit/Roadway project.

The original project scope included the design, bidding, and construction services for the crushing of aggregate from the Bates Creek Gravel Pit and the laying of the crushed base on 17 miles of the Bates Creek Road for \$41,140.00. Amendment No. 1 in the amount of \$40,500.00 was to address the landowner's request to relocate Bates Creek Road away from his existing structures. In consideration of this relocation and abandonment, he offered the County the ability to mine gravel from his property for no fee. Amendment No. 2 in the amount of \$11,750.00 is for the preparation of an Environmental Assessment (EA) and mining plan for submittal to the Bureau of Land Management (BLM) for mining up to 50,000 cubic yards (CY) and disturbance up to five acres.

The County elected to submit an application to the BLM to mine over 50,000 CY and to work a larger area than 5 acres. In order to do this, the BLM is requiring an Environmental Assessment (EA), it is anticipated that the EA can be prepared and that actual mining could take place before the year end.

Due to the extended review process Inberg Miller Engineers has requested Amendment No. 3 in the amount of \$7,250.00 to cover the additional drafting time that was required to prepare the new mining sequence maps and additional time to address BLM comments.

This scope has been completed but was not anticipated in the original scope described in the Service Agreement No. 2. It is also necessary to revise the reclamation sections of the mine plan to include the information requested by the BLM in a May 27, 2016 meeting. The mining plan will be submitted to BLM for acceptance and will also be utilized for future Wyoming Department of Environmental Quality permits.

In addition after the initial review of the NEPA EA, the BLM has requested the draft EA be revised to include the various information that was discussed during the meeting on May 27, 2016 mentioned above. BLM also described that supplemental information provided by the BLM will need to be included in the EA based upon the information provided in the revised Mine Plan. The final EA report will be submitted to the BLM for review and comment. Documentation including references and any exhibits will be provided to support the analysis and conclusion.

Staff recommends approval of Amendment No.3 in the amount of \$7,250.00 which will bring the total contract price to \$100,640.00.

Funding for this project will be allocated from the Un-restricted County Road Fund monies.



# INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

June 9, 2016

17660-CE

3 PDF PAGES EMAILED: [MHAIGLER@NATRONACOUNTY-WY.GOV](mailto:MHAIGLER@NATRONACOUNTY-WY.GOV)  
THIS CONSTITUTES THE ORIGINAL

Mr. Michael Haigler, Superintendent  
Natrona County Road and Bridge  
P.O. Box 848  
Mills, Wyoming 82644

RE: AMENDMENT NO. 3 TO OUR  
AUGUST 29, 2014 SERVICE AGREEMENT  
BATES CREEK GRAVEL PIT  
NATRONA COUNTY, WYOMING

Dear Mr. Haigler:

Following our meeting with the BLM on May 27, 2016, the Bureau of Land Management (BLM) has made requested changes to the Bates Creek Mine Plan and NEPA Environmental Assessment (EA). The purpose of this Amendment is to amend our Service Agreement and Appendix A dated August 29, 2014.

## SERVICE AGREEMENT

Revise the following Sections as follows:

### SECTION 29.1: TERM OF AGREEMENT

The term of this AGREEMENT shall be extended commencing on June 9, 2016, and ending on December 31, 2016. IME shall not commence work or services under this AGREEMENT until the CLIENT executes and delivers a copy of this AMENDMENT to IME.

## APPENDIX A

### PROJECT DESCRIPTION

The original project scope included the design, bidding, and construction services for the crushing of aggregate from the Bates Creek Gravel Pit and the laying of the crushed base on the Bates Creek roadway. Our first amendment addressed the landowner's request to relocate Bates Creek Road away from the location of existing structures and the future location of his house. Our second amendment described the preparation of the EA and the Mine Plan. This amendment is for performing the revisions to the EA and Mine plan following the BLM comments. The revised reports will be submitted to the BLM for review and approval.

124 East Main Street  
Riverton, WY 82501  
307-856-8136  
307-856-3851 (fax)  
riverton@inberg-miller.com

1120 East "C" Street  
Casper, WY 82601  
307-577-0806  
307-472-4402 (fax)  
casper@inberg-miller.com

350 Parsley Boulevard  
Cheyenne, WY 82007  
307-635-6827  
307-635-2713 (fax)  
cheyenne@inberg-miller.com

816 West Spruce St.  
Rawlins, WY 82301  
307-635-8136  
307-856-3851 (fax)  
gbobnick@inberg-miller.com

830 E. Richards, Suite 1  
Douglas, WY 82633  
307-359-7000  
307-460-7600 (fax)  
ctwiford@inberg-miller.com

193 W. Flaming Gorge Way  
Green River, WY 82935  
307-875-4394  
307-875-4395 (fax)  
greenriver@inberg-miller.com

SCOPE OF SERVICES

Mining Plan Revisions and Drafting

A mining operation plan was prepared and submitted for the proposed project in winter of 2016. The plan referred to a new mining sequence that maximizes the volume of material mined at approximately 265,607 CY (502,000 tons) over the 10-year life of the mine. The alternative mining sequences prepared in 2015 were originally referenced in the mine plan but were soon found to be too small. The Mine plan was prepared using the new mining sequence maps and the Mine Plan was revised upon BLM comments. Additional drafting time was required to prepare the new mining sequence maps and additional time to address BLM comment. This scope has been completed but was not anticipated in the original scope described in Service Agreement Amendment NO.2.

Reclamation Plan

After the initial review of the NEPA Environmental Assessment (EA), the BLM has requested the Mine Plan be revised to include the reclamation information request in the Appendix M of the 2015 BLM ARAMPA and the Governor's Executive Order 2015-4. We will revise the reclamation sections of the mine plan to include the information requested by the BLM in our May 27, 2016 meeting. The mining plan will be submitted to BLM for acceptance and can additionally be utilized for required Wyoming Department of Environmental Quality permits.

NEPA EA Revisions

After the initial review of the NEPA EA, the BLM has requested the draft EA be revised to include the various information that was discussed during the meeting on May 27, 2016. BLM also described that supplemental information provided by the BLM will need to be included in the EA based upon the information provided in the revised Mine Plan. The final EA report will be submitted to the BLM for review and comment. Documentation including references and any exhibits will be provided to support the analysis and conclusion. The EA does not include any field inventories with the exception of the services provided by the BLM. Any required additional field inventories such as cultural, archeological, hydrologic, or biological inventories will be performed for an additional fee.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates. We estimate the cost of the proposed scope of services described above to be:

Mining Plan Revisions and Drafting	\$ 2,750.00
Reclamation Plan	\$ 2,000.00
Environmental Assessment (EA) Revisions	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 7,250.00</b>

If services in addition to the proposed scope of services appear necessary, we will perform such services at our current hourly, unit, and expense rates. This Amendment is valid if accepted by June 24, 2016.

PERFORMANCE SCHEDULE

Upon receipt of a properly executed copy of this Amendment, we will be available to continue to perform professional services.

Mike Haigler  
Natrona County Road and Bridge  
June 9, 2016  
Page 3

17660-CE

**CLOSURE**

We appreciate the opportunity to submit this Amendment to our Service Agreement. Please have your authorized representative (i.e. corporate officer, manager, public official, property owner) execute the Amendment where indicated and return a full and complete copy of the Amendment to our office. If you have any questions regarding this Amendment, please contact us at 307-577-0806.

Sincerely,

INBERG-MILLER ENGINEERS

*William Eric Nunn*

W. Eric Nunn, E.I.T.  
Environmental Engineer

WEN:ETG:krp\\IME01\Projects\17660 CE NATRONA COUNTY R&B Bates Creek Gravel  
Pit\Contracts\17660-CE NCRB Bates Gravel Pit Amendment No.3.docx

**AMENDMENT NO. 3 ACCEPTED**

**Inberg-Miller Engineers**

Signature: *Eric Stoner*  
Print Name: Eric T. Graney, P.G.  
Title: Senior Vice President  
Date: June 9, 2016

**Natrona County Road and Bridge**

Signature: \_\_\_\_\_  
Print Name: *Forrest Chadwick*  
Title: *Chairman Board of Natrona County  
Commission*  
Date: \_\_\_\_\_





Natrona County Road & Bridge Department

538 SW Wyo Blvd

PO Drawer 848

Mills, WY 82644

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

June 29, 2016

Memo To: Forrest Chadwick, Chairman of Board of County Commissioners, Commissioners and Heather Duncan-Malone, County Attorney

From: Mike Haigler, Road & Bridge Superintendent 

Subject: Agreement between WLC and Natrona County for Surveying, Mapping and GIS Services for Establishment of approximately 32 County Roads.

Attached are two copies of an Agreement between WLC Engineering, Surveying, and Planning (WLC) and Natrona County for signature.

Please recall that Natrona County and the Wyoming Department of Transportation (WYDOT) entered into an agreement to participate in a federally funded, County administered planning study. The County requested a County Road Record Documentation Study of which the purpose of the study was to organize county road records and to verify county road ownership in the existing road inventory. WYDOT provided a maximum of \$50,000.00 Federal-aid for the completion to this study by providing 80% of the project cost up to the maximum \$50,000.00 and perform designated functions as outlined in their Scope of Work. The County prepared a transportation planning study per the Scope of Work and provided a 20% match of project funds up to \$12,500.00.

A consultant selection committee was set up to review the various Engineering firms proposals that were received and WLC was selected to perform the work. Negotiations took place to arrive at a fee for performing the work. The study was divided into two parts one being the County Roads contained in the Metropolitan Planning Area boundary known as the (MPA) and the second being all other County Roads in Natrona County.

Work performed within the MPA was performed for the lump sum of \$70,000.00, and all work performed within the remainder of the County was performed for the lump sum of \$100,000.00. The combined total contract price was \$170,000.00. There was a \$107,500.00 shortfall of funds however; it was funded with County Road Funds. The MPO Technical Committee contributed \$70,000.00 to cover the MPA area studied.

This new agreement with WLC will serve to start correcting the deficiencies in the various roads identified by the study, and WLC has proposed to start working on correcting the roadways one at a time.

The scope of work includes the following:

- Provide centerline survey of the roads utilizing GPS RTK equipment
- Provide a map of centerline survey of road and AutoCad file
- Provide a legal description of centerline survey of road
- Provide GPS files of the roads per the same requirement as the documentation study
- Assist Natrona County staff in preparation of the resolution to establish County Roads

WLC will be finished with the first phase of this work June 30, 2017. The agreement with WLC is in the amount of \$100,000.00 and it will be paid out of the County Road Funds.

## AGREEMENT For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this 28<sup>th</sup> day of June, 2016, by and between the Board of County Commissioners of Natrona County, Wyoming, whose address is 200 N. Center St., Suite 115, Casper, Wyoming, 82601 (the "County"), and WLC Engineering, Surveying, & Planning, 200 Pronghorn, Casper, Wyoming, 82601 ("Consultant").

WHEREAS, the County desires to retain the services of Consultant to provide professional surveying, mapping and consulting.

WHEREAS, Consultant desires to provide services to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services:** The County agrees to retain Consultant to provide the services set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The County reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant.

2. **Compensation:**

a. **Amount:** As compensation for performance of the Services, the County agrees to pay Consultant a sum not to exceed One Hundred Thousand Dollars (\$100,000.00).

b. **Invoices and Payment:** The County shall make payment upon receipt and approval of invoices submitted by Consultant. Invoices shall be submitted to the County not more frequently than monthly.

c. **IRS Form W-9:** Consultant shall provide to the County a completed Internal Revenue Service Form W-9 not later than the date upon which Consultant submits its first invoice to the County for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. **Term:** Unless extended by written agreement of the parties, this Agreement shall be from the date first written above until the completion of the Services in accordance with the deadlines set forth in Exhibit A.

4. **Monitoring and Evaluation:** The County reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the County.

5. **County Property:** Reports, surveys, maps, plans, drawings, photographs and any other tangible materials produced including GIS and computer generated files that are applicable to the project and being the specific data produced by Consultant pursuant to this Agreement shall at all times be considered County Property.

6. **Independent Consultant:** The parties agree that Consultant shall be an independent Consultant and shall not be an employee, agent or servant of the County. Consultant is not entitled to workers' compensation benefits from the County and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

7. **Insurances:**

a. **Professional Liability Insurance:** If Consultant is an architect, Landscape Architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if the County otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars, (\$1,000,000) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

b. **Other Insurance:** During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

c. **Evidence of Coverage:** Before commencing work under this Agreement, Consultant shall furnish to the County certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that the County shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

8. **Sub-Consultant:** The Consultant shall not employ any sub-consultant to perform any services in the scope of this work, unless said sub-consultant is listed as part of this agreement or is approved by the County in writing.

9. **Indemnification:** Consultant hereby covenants and agrees to indemnify, save and hold harmless the County and its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever arising from or out of any breach of contract or negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. **Compliance with Applicable Law:** Consultant hereby covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

11. **Termination:**

a. **Generally:** The County may terminate this Agreement without cause if it determines that such termination is in the County's best interest. The County shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least seven (7) calendar days prior to the effective date of termination. In the event of such termination by the County, the County shall be liable to pay Consultant for services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional services following receipt of the notice of termination unless otherwise instructed in writing by the County.

b. **For Cause:** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the County shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by the County, the County shall be liable to pay Consultant for services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional services following receipt of the notice of termination. Notwithstanding the foregoing, Consultant shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the County from Consultant is determined.

12. **Wyoming Governmental Claims Act:** The County does not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq., and the County specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

13. **Governing Law and Venue; Recovery of Costs:** This Agreement shall be governed by the laws of the State of Wyoming, and venue shall be in the County of Natrona, State of Wyoming. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the parties shall pay their own respective court costs and attorney fees.

14. **No Assignment:** Consultant shall not assign this Agreement without the County's prior written consent.

15. **No Partnership or Agency:** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the County nor Consultant shall be deemed or constitute a partner, joint venture or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent Consultant of the other.

16. **Binding Effect:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. **Entire Agreement:** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

18. **No Third-Party Beneficiaries:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the County and Consultant shall be deemed to be only an incidental beneficiary under this Agreement.

19. **Severability:** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. **Headings:** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

21. **Notices:** Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to County:       Name:       Mr. Michael D. Haigler  
                          Title:       Road & Bridge Superintendent  
                          Address:    538 SW Wyoming Blvd.  
  Mills, Wyoming 82644

If to Consultant:   Name:       Kenneth R. Moore  
                          Title:       Project Manager  
                          Address:    200 Pronghorn  
  Casper, Wyoming 82601

22. **Time is of the Essence:** Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in Exhibit A, shall be deemed a breach of this Agreement.

23. **Consultant's Remedies for Breach:**

a.       Consultant may terminate this Agreement in the event of non-payment of sums due. In the event Consultant elects to terminate this Agreement for non-payment of sums due, Consultant shall first provide the County notice of Consultant's intent to terminate and allow the County forty-five (45) days within which to make payment. Consultant's termination shall become effective immediately upon the County's failure to make payment within such thirty-day period.

b.       Pending resolution of any material breach by the County, Consultant may, in addition to any other remedies provided by law, discontinue performance of the services without being in breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

Date

NATRONA COUNTY COMMISSION:

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

Date

WLC ENGINEERING, SURVEYING, &  
PLANNING:

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

Date

(SEAL)

Approved as to form:

By: *[Signature]*  
Natrona County Attorney



## EXHIBIT "A"

### SCOPE OF SERVICES FOR PROFESSIONAL SURVEYING, MAPPING AND GIS SERVICES FOR ESTABLISHMENT OF APPROXIMATELY 32 COUNTY ROADS

#### PROJECT DESCRIPTION

During the County Road Documentation Study prepared by WLC Engineering, Surveying and Planning (WLC) for the Natrona County Road and Bridge Department, we found approximately 32 roads that were not legally established county roads. This project is to assist Natrona County in the establishment of these roads.

#### SCOPE OF SERVICES

The consultant shall provide the necessary documentation listed below in order for Natrona County to legally establish these roads.

- Provide a centerline survey of the roads utilizing GPS RTK equipment
- Provide a map of centerline survey of road and AutoCad file
- Provide a legal description of centerline survey of road
- Provide GIS files of the roads per the same requirements of the road documentation study
- Assist Natrona County staff in preparation of the resolution to establish County Roads

#### COST OPINION

The cost opinion for the services listed is \$100,000.00, to be billed monthly on a time and materials basis.

#### ESTIMATED TIME OF COMPLETION

The estimated time of completion will be June 30, 2017, if notice to proceed is received in a timely manner. WLC would plan on commencing this project within one week of notice to proceed.

#### COUNTY STAFF MEETINGS

We can meet to decide in which order the county roads are to be completed. As services are completed on each county road, we will deliver maps and legal descriptions so preparation of resolutions and establishment of county roads can commence.

By State Statutes 24-1-101 and 24-3-108, it appears that the County, by resolution, may establish county roads with the recorded written consent of all the owners of land to be used for the purpose of a road and by recording the resolution.

# Notice of Award

Date: July 5<sup>th</sup>, 2016

Project:	Full-Hookup RV Campground	
Owner:	Natrona County	
Contract:	Full-Hookup RV Campground	Engineer's Project No.: 15-016
Proposer:	High Plains Construction, Inc.	
Proposer's Address:	PO Box 370; Mills, WY 82644	

You are notified that your Proposal dated June 9<sup>th</sup>, 2016 for the above Contract has been considered. You are the Successful Proposer and are awarded a Contract for the Total Base Bid.

The Contract Price of your Contract is One Million Two Hundred Fifty Thousand Two Hundred Fifty Dollars (\$1,250,250).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

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 [15] fifteen days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the General and Supplementary Conditions, and a Certificate of Insurance.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

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

\_\_\_\_\_  
Board of County Commissioners

Owner

By: \_\_\_\_\_  
Forrest Chadwick

\_\_\_\_\_  
Charmain

Copy: Engineer  
County Parks



Tuesday, June 14, 2016

Mr. Richard O'Hearn, PE  
Natrona County Park Director  
538 S W W. Wyoming Boulevard  
Mills, Wyoming 82644

Re: Recommendation of Award – Full Hook Up RV Campground Project

Dear Mr. O'Hearn,

Bids were received for the Full Hook Up RV Campground Project on June 9<sup>th</sup>, 2016 at 2:00 PM. A total of four proposals were received ranging in cost from \$1,250,250.00 to \$1,642,750.00 for the Total Base Bid. The bids are summarized on the attached bid tabulation. The low bidder was High Plains Construction, Inc. with a base bid of \$1,250,250.00. There were no alternates for the bid of this project. The engineer's estimate was in the amount of \$1,242,385.00.

We have thoroughly reviewed the proposals provided by all of the contractors for thoroughness, completeness, work experience and similar projects, availability, submitted ideas, and cost. High Plains Construction, Inc. proposal met all the requirements the proposal was accurate and complete. There were no discrepancies in their bid and the documents were completed properly. CEPI has worked with High Plains Construction, Inc. for over twenty-five years on municipal and private projects. We have worked with them on projects with similar components as with the scope of this project and we have always had a positive working relationship with them. We have always found them to be professional and a good working partner with these projects. Therefore, CEPI recommends award of the contract for the Full Hook Up RV Campground Project to High Plains Construction, Inc. in the amount of \$1,250,250.00.

Once funding is determined, priorities are set, and the proper permits are obtained, portions of the project can be released for construction and Notices to Proceed and Change Orders defining the work can be issued for those different facets of work to meet the goals and budget of the County.

Please feel free to contact me if you have any questions or concerns.

Sincerely,  
*Civil Engineering Professionals, Inc.*

A handwritten signature in black ink that reads 'Robert Bennett' with a stylized flourish at the end.

Robert Bennett, PE

**Fee Proposal Tabulation**  
**Full Hook Up RV Park - Alcova Lake**  
 PROPOSAL DATE - June 2nd, 2016, 2:00 PM

ITEM	DESCRIPTION	LIMIT	QUANTITY	Engineer's Estimate		High Phase Construction		LCT Thinking and Construction, LLC		Wintersys Services, Inc.		Andrews Hunt Construction, Inc.		Sotheby's			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mechanical and Bands	LS	1	\$50,000.00	\$50,000.00	\$92,000.00	\$92,000.00	\$98,300.00	\$98,300.00	\$24,100.00	\$24,100.00	\$115,000.00	\$115,000.00	\$24,100.00	\$24,100.00		
2	Earthwork	LS	1	\$50,000.00	\$50,000.00	\$46,000.00	\$46,000.00	\$42,000.00	\$42,000.00	\$46,295.00	\$46,295.00	\$100,000.00	\$100,000.00	\$46,295.00	\$46,295.00		
3	Grading w/ Base Course	Ton	1,600	\$36.00	\$57,600.00	\$76.00	\$121,600.00	\$72.40	\$115,840.00	\$79.25	\$126,800.00	\$69,200.00	\$110,720.00	\$69,200.00	\$110,720.00		
4	Plant Mix Placement	Ton	1,100	\$72.00	\$79,200.00	\$103.00	\$113,300.00	\$119.96	\$131,956.00	\$138.00	\$151,800.00	\$121,000.00	\$133,100.00	\$121,000.00	\$133,100.00		
5	Concrete RV Pads	SY	650	\$30.00	\$19,500.00	\$51.00	\$33,150.00	\$45.00	\$29,250.00	\$77.50	\$50,375.00	\$65,000.00	\$100,000.00	\$65,000.00	\$100,000.00		
6	4" Water Main w/ Valves & Fittings	LF	400	\$28.00	\$11,200.00	\$46.50	\$18,600.00	\$44.50	\$17,800.00	\$48.20	\$19,280.00	\$95.00	\$38,000.00	\$95.00	\$38,000.00		
7	4" Water Main w/ Valves and Fittings	LF	700	\$28.00	\$19,600.00	\$42.00	\$29,400.00	\$42.00	\$29,400.00	\$49.20	\$34,440.00	\$80.00	\$32,000.00	\$80.00	\$32,000.00		
8	1" Water Service Line	LF	450	\$20.00	\$9,000.00	\$46.00	\$20,700.00	\$39.00	\$17,550.00	\$39.00	\$17,550.00	\$76.00	\$34,200.00	\$76.00	\$34,200.00		
9	3" Sanitary Sewer Main	LF	530	\$16.00	\$8,480.00	\$43.00	\$22,810.00	\$29.00	\$15,270.00	\$47.00	\$24,910.00	\$80.00	\$42,400.00	\$80.00	\$42,400.00		
10	3" Sanitary Sewer Main	LF	330	\$26.00	\$8,580.00	\$41.00	\$13,620.00	\$32.00	\$10,620.00	\$47.00	\$15,510.00	\$80.00	\$26,400.00	\$80.00	\$26,400.00		
11	3" Sanitary Sewer Service Line	LF	550	\$26.00	\$14,300.00	\$42.00	\$23,100.00	\$29.00	\$15,950.00	\$47.00	\$25,850.00	\$80.00	\$44,000.00	\$80.00	\$44,000.00		
12	4" Dip Sanitary Sewer Manholes	EA	6	\$5,500.00	\$33,000.00	\$2,900.00	\$17,400.00	\$2,900.00	\$17,400.00	\$2,900.00	\$17,400.00	\$81.00	\$486.00	\$81.00	\$486.00		
13	Sanitary Sewer Manholes	EA	20	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00	\$1,000.00	\$20,000.00		
14	4" Force Mch	LF	155	\$15.00	\$2,325.00	\$54.00	\$8,370.00	\$42.00	\$6,510.00	\$54.00	\$8,370.00	\$100.00	\$15,500.00	\$100.00	\$15,500.00		
15	4" Electric to L. Station	LF	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00		
16	Trapped and Flashed Vets	SFF	4,500	\$20.00	\$90,000.00	\$20.00	\$90,000.00	\$22.20	\$99,900.00	\$48.00	\$216,000.00	\$80.00	\$360,000.00	\$80.00	\$360,000.00		
17	4" Dip Sanitary Sewer	LF	1,700	\$1.00	\$1,700.00	\$1.00	\$1,700.00	\$1.00	\$1,700.00	\$1.00	\$1,700.00	\$1.00	\$1,700.00	\$1.00	\$1,700.00		
18	Local Sewer Station, Electric to L. and M. Station	EA	20,000	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00		
19	RV Dump Station	LS	1	\$20,000.00	\$20,000.00	\$13,600.00	\$13,600.00	\$15,300.00	\$15,300.00	\$5,985.00	\$5,985.00	\$28,000.00	\$28,000.00	\$5,985.00	\$5,985.00		
20	Comford Station - Bldg	LS	1	\$350,000.00	\$350,000.00	\$296,000.00	\$296,000.00	\$371,650.00	\$371,650.00	\$173,650.00	\$173,650.00	\$330,000.00	\$330,000.00	\$173,650.00	\$173,650.00		
21	RV Station w/ 4" to County Station	EA	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00		
22	RV Station w/ 4" to Town, P.D. - Meter and Expenses	EA	75,000	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00		
23	Sanitary	EA	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
24	City	EA	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00		
25	RV Station	EA	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
26	Investment	EA	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
27	Investment	EA	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
<b>Grand Total Base Bid</b>														\$1,250,500.00	\$1,250,500.00	\$1,508,912.00	\$1,508,912.00



## Natrona County Road & Bridge Department

538 SW Wyo Blvd  
PO Drawer 848  
Mills, WY 82644  
(307) 235-9311; 265-2743 (f)

---

DATE: June 30, 2016

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

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

SUBJECT: Engineering Service Agreement with Western Water Consultants for Bridge R/W Acquisition on CR106 Notches Road.

Natrona County entered into an agreement with the Wyoming Department of Transportation (WYDOT) to reconstruct the bridge over the railroad tracks on CR 106 Notches Road just north of Powder River and as part of the work under this agreement, WYDOT discovered through their preliminary survey performed by Western Water Consultants that portions of the county road may not have been legally established.

WYDOT requires the road to be located inside a legally established corridor prior to moving forward with the bridge replacement. Western Water Consultants (WWC) was contracted by WYDOT to perform preliminary surveys when this problem was discovered. Natrona County is required to secure all rights of way (R/W) for the project and therefore; I recommend contracting with WWC to perform the necessary work to acquire legal rights of way.

Their Scope of Work will be to:

1. Delineate Adjacent Property Boundaries
2. Define Existing Roadway Centerline and R/W corridor
3. Prepare Exhibits and Determine Impacts
4. Assist with Landowner Negotiations
5. Preparation of Legal Documents

WWC has noted there are a number of uncertainties which have not been defined at this time that could affect the time and effort required to secure the rights of way and based on some of these unknowns, it is difficult to estimate the amount of effort required to complete the work at this time. WWC proposes to perform this work on a time and materials basis according to their 2016 fee schedule (attached). They have indicated that task 1-3 would be approximately \$5,000 to complete and task 4-5 would be billed on an as required basis.

Funding for this project will be allocated from the County Road Fund monies.

## SUBCONTRACTING AGREEMENT

This Service Agreement ("AGREEMENT") effective \_\_\_\_\_, 2016 is entered into by [name] Albion County [address] 200 North Cedar ("CLIENT") and Western Water Consultants, Inc., (WWC Engineering or "ENGINEER"), 611 Skyline Road, Laramie, WY 82070 for the following project:

Project Number: \_\_\_\_\_ Project Title: CR106 Bridge R/W Acquisition  
Project Location: Powder River, WY Due Date: \_\_\_\_\_

### ARTICLE 1 ENGINEER'S SERVICES

ENGINEER is an independent contractor responsible for methods and means used in performing work ("WORK") under this Agreement. ENGINEER may subcontract work without written consent by CLIENT; however, if CLIENT reasonably objects to the use of any particular subcontractor, CLIENT and ENGINEER will reach a mutually acceptable agreement as to the subcontractor(s) to be used.

### ARTICLE 2 CLIENT'S RESPONSIBILITIES

CLIENT agrees to do the following and pay all costs incident thereto:

- 2.1 Provide all criteria and full information as to requirements of ENGINEER for the Project.
- 2.2 CLIENT warrants that CLIENT has ownership or sufficient license to all data provided to ENGINEER and agrees to defend, indemnify, and hold harmless ENGINEER against all claims of any kind as a result of ENGINEER's use of information in any form hereby provided.
- 2.3 Arrange for access to public and private lands as required for ENGINEER's performance under this Agreement.
- 2.4 Designate an employee to act as representative to ENGINEER with respect to the WORK to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of CLIENT with respect to services covered by this Agreement.

### ARTICLE 3 ENGINEER'S RESPONSIBILITIES

ENGINEER shall do the following and pay all costs incident thereto:

- 3.1 ENGINEER shall perform the WORK in connection with the Project as described in the SCOPE OF WORK ATTACHMENT A.
- 3.2 Designate an employee to act as representative to CLIENT with respect to the WORK to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of ENGINEER with respect to services covered by the Agreement.
- 3.3 ENGINEER will complete the Project in a timely manner, but it is agreed between the parties to this Agreement that ENGINEER cannot be responsible for delays occasioned by factors beyond the control of ENGINEER, nor by factors that could not reasonably have been foreseen at the time this Agreement was prepared and executed.
- 3.4 During the performance of services within this Agreement, the scope of the services provided by ENGINEER, and compensation thereon may be adjusted by mutually agreed-upon written change orders or amendments to this Agreement.
- 3.5 ENGINEER shall perform the WORK with the due care and skill ordinarily exercised by members of ENGINEER'S profession practicing under similar conditions at the same time and in the same or a similar locality.
- 3.6 ENGINEER shall maintain valid licenses appropriate for the WORK provided under this contract.

3.7 ENGINEER shall, for the duration of this contract, furnish all notices and comply with all applicable laws, regulations and orders (including all safety codes, statutes, regulations, precautions, and procedures) relating to performance of the WORK under this contract.

3.8 ENGINEER shall procure all permits required to perform the WORK and shall charge CLIENT for the cost of same.

3.9 ENGINEER shall timely discharge all claims of its subcontractors and vendors and allow no lien or charge to become fixed upon any property of CLIENT, excepting lien or charge brought by ENGINEER against property of CLIENT for failure to timely pay ENGINEER for services under this Agreement. ENGINEER shall defend, indemnify, and hold harmless CLIENT against all such claims or liens filed by ENGINEER's subcontractors or vendors. In the event of claim or lien brought by ENGINEER's subcontractor(s) or vendor(s), CLIENT shall have the right to withhold payment in an amount sufficient to discharge such claim or lien and all expenses of any kind incident thereto.

3.10 ENGINEER shall immediately notify CLIENT in the event of any incident resulting in injury to any person or property in excess of \$2,000.00, or any spills, release or other incidence of pollution arising out of the WORK, and shall furnish CLIENT with a copy of all reports made by ENGINEER to its insurers.

3.11 Upon completion of WORK, ENGINEER shall promptly remove surplus materials and all its equipment from the site(s) and shall clean up the work site(s) in a diligent, workmanlike manner and lawfully dispose of its own waste and trash.

#### **ARTICLE 4 PAYMENTS TO ENGINEER**

4.1 ENGINEER shall submit requests for payment on a monthly basis in a form agreed to by ENGINEER and CLIENT using the ENGINEER's billing rates in effect when the WORK is performed. CLIENT and ENGINEER agree that ENGINEER may amend its billing rates once annually. CLIENT shall pay ENGINEER in U.S. dollars for each invoice within thirty (30) days of the date of each invoice. Any amount not paid within thirty days from the date of the invoice may be assessed an interest charge at a rate of one percent (1%) per month. If the amount is not paid within ninety (90) days, CLIENT agrees to pay reasonable costs of collection, including attorney's fees and costs in addition to the unpaid invoice amounts and interest charges. ENGINEER and CLIENT agree that ENGINEER may stop the WORK if any payment is not received within thirty days of the invoice date. Payments are to be remitted to:

Western Water Consultants, Inc.  
611 Skyline Road,  
Laramie, WY, 82070.

4.2 Payment by CLIENT of any invoice shall not constitute a waiver of CLIENT's right to subsequently contest the amount or correctness of said invoice and to seek reimbursement.

4.3 ENGINEER may require an advance payment which will be applied to the final project invoice. Any remaining balance at the conclusion of the project will be refunded to CLIENT within fourteen (14) days of receipt of payment for the final project invoice.

#### **ARTICLE 5 INDEMNIFICATION**

5.1 ENGINEER shall indemnify and hold harmless CLIENT and its officers, employees, agents, boards, commissions and appointees against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of ENGINEER, its agents and/or employees, and any of its subcontractors.

5.2 CLIENT shall indemnify and hold harmless ENGINEER and its employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person or loss or damage to property, but only to the extent such personal injury, death, loss or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of CLIENT, its officers, agents, and/or employees.

5.3 In the event of litigation as a result of a breach of the terms of this Agreement, the non-breaching party shall be entitled to recover reasonable attorney fees, costs and expenses.

5.4 The provisions of paragraphs 5.1, 5.2 and 5.3 notwithstanding, CLIENT and ENGINEER agree that they will not be liable to each other, each other's officers, employees, agents, boards, commissions and appointees under any circumstances, for any lost, delayed or diminished profits, revenues or opportunities; losses by reason of shutdown or inability to utilize or complete work at the site of the Project; or any other special, indirect or consequential damages or for punitive damages arising out of or relating to the performance of services under this Agreement.

**ARTICLE 6  
INSURANCE**

6.1 ENGINEER shall, at its own expense, procure and maintain in full force and effect throughout the term of this Agreement the insurance coverage specified below. All policies excepting professional liability and workers' compensation shall name CLIENT additional insured and contain a waiver of subrogation in favor of CLIENT. Both ENGINEER and ENGINEER's insurance agent shall expend best efforts to provide CLIENT twenty (20) days' written notice of cancellation or any material change which reduces the dollar limits or coverage in any of the aforementioned policies. Prior to performance of any WORK, ENGINEER shall provide insurance certificates satisfactory to CLIENT for all policies.

<b>POLICY</b>	<b>MINIMUM COVER/EACH CLAIM/MISC.</b>
Comprehensive General Liability including XCU	\$1 million
Workers' Compensation	Per statute
Employers' Liability	\$1 million
Automobile Liability, if applicable	\$1 million
Professional Liability, including pollution	\$1 million per claim and in the aggregate
Umbrella Coverage following form or Excess insurance	\$2 million in the aggregate.

6.2 If ENGINEER awards any subcontract in order to satisfy its obligations under this Agreement, ENGINEER will ensure that each subcontractor carry and maintain insurance in form and amounts consistent with this Agreement, naming CLIENT and ENGINEER and its officers and employees as additional insureds. Copies of the subcontractor(s)' certificate(s) of insurance and policy endorsements will be provided to ENGINEER prior to the subcontractor(s) beginning WORK.

**ARTICLE 7  
CONFIDENTIALITY**

Without the written consent of CLIENT, ENGINEER shall not, either during the Term or any time thereafter, disclose any confidential information it has obtained as a result of this Agreement or the negotiations preceding this Agreement to any person, except to such of ENGINEER's personnel as may reasonably be necessary to enable ENGINEER to exercise its rights and perform its obligations hereunder. Notwithstanding the foregoing, ENGINEER may disclose any confidential information to the extent that disclosure is compelled in connection with legal or government proceedings or requests, provided that CLIENT is given reasonable prior notice thereof to permit CLIENT to contest such disclosure. Upon termination or expiration of this Agreement, ENGINEER shall return to CLIENT or destroy all tangible embodiments of confidential information of CLIENT within 30 days of CLIENT's written request.

**ARTICLE 8  
SUBCONTRACTOR'S ACCOUNTING RECORDS**

ENGINEER and its subcontractors shall maintain adequate records relating to the Services, including direct personnel expenses, contracted professional services from others, and reimbursable expenses pertaining to the Project, which shall be kept on a generally recognized accounting basis for the longer of (a) a period of three (3) years from completion of the Services or (b) the period required by law and shall be available to CLIENT or CLIENT's auditor Monday through Friday between the hours of 9:00 A.M. and 3:00 P.M., local time, excluding national holidays. CLIENT (or its auditor) may inspect and copy such records at ENGINEER's office.

**ARTICLE 9  
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by seven (7) days' written notice. ENGINEER shall be paid for all services performed and costs incurred through the date of receipt of the termination notice, including expenses resulting from such termination.

**ARTICLE 10  
OWNERSHIP OF DOCUMENTS AND PROGRAMS**

10.1 All documents and computer programs developed by ENGINEER under this Agreement including all data, notes, reports, drawings, and results of models - published or otherwise - shall remain the property of ENGINEER. CLIENT may retain copies of such documents as desired. CLIENT shall not use the design for governmental approval or any other work without the approval of ENGINEER.

10.2 ENGINEER shall not be liable for any loss or damage of documents caused by strikes, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, Act of God, or by any cause beyond reasonable control of ENGINEER. ENGINEER shall take reasonable precautions to prevent such loss or damage.

**ARTICLE 11  
SUCCESSOR AND ASSIGNS**

CLIENT and ENGINEER each binds itself, its partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all terms, covenants, and conditions of this AGREEMENT. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

**ARTICLE 12  
DEFECTIVE PRODUCTS OR SERVICES**

If any of ENGINEER'S WORK is found not to meet the normal standard of care during the twelve (12) month period following the date of CLIENT'S acceptance and/or issuance of a Certificate of Completion, CLIENT shall notify ENGINEER in writing. ENGINEER shall promptly repair, replace or otherwise correct such WORK as may be necessary, within the original Scope of Work, to remedy such failure to meet the normal standard of care at the sole cost of ENGINEER. If ENGINEER does not promptly commence such repair, replacement or correction after delivery of notice, CLIENT may contract the completion of same at sole cost of ENGINEER.

**ARTICLE 13  
SEVERABILITY, WAIVER AND REMEDIES**

13.1 If any term or provision of this Agreement is invalidated by a court or agency of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

13.2 Failure of CLIENT or ENGINEER or their agents or insurers to exercise any right or remedy as respects any term or provision of this Agreement shall not constitute a waiver of such right or remedy or excuse the timely performance of the obligations of the other party.

13.3 The assurances, covenants, and remedies provided for in this Agreement are not the exclusive rights and remedies of the parties but will be in addition to any other rights and remedies available to them under this Agreement, at law, in equity or otherwise.

**ARTICLE 14  
APPLICABLE LAW**

14.1 This Agreement shall be interpreted in accordance with the law and practice of the State of Wyoming. CLIENT and ENGINEER agree to submit to the jurisdiction of the State of Wyoming with respect to any claim or dispute relating to this Agreement.

14.2 This agreement will be subject to the Wyoming Governmental Claims Act. The Client does not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq., and the Client specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Government Claims Act.

ARTICLE 15  
NOTICES

Any formal Notice required to be delivered in writing under the terms of this AGREEMENT shall be delivered to the representative of the other Party as follows:

Natrona County  
Address: P.O. Box 548  
Mills Wyo 82644  
Contact: Mike Haidler  
Telephone: 307-258-2950  
Fax: 307-265-2743  
Email: mhaidler@natronacounty-wy.gov

Western Water Consultants, Inc.:  
Address: 5810 East 2<sup>nd</sup> St., Ste. 200  
Casper, WY 82609  
Contact: Darrin Tromble, PE  
Telephone: 307-473-2707  
Fax: 307-237-0828  
Email: dtromble@wwcengineering.com

All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service

ARTICLE 16  
EXTENT OF AGREEMENT

This Agreement, which includes:

- SCOPE OF WORK- ATTACHMENT A-1
- ENGINEER'S COST ESTIMATE BY TASK- ATTACHMENT A-2,
- ENGINEER'S CURRENT SCHEDULE OF CHARGES- ATTACHMENT A-3

represents the entire Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement, including the later addition of any change orders, may be amended only by written instrument signed by both CLIENT and ENGINEER.

IN WITNESS HERETO, the parties hereto have executed this AGREEMENT the day and year first written above.

For Natrona County  
  
\_\_\_\_\_  
(signature)  
Forrest Chadwick  
\_\_\_\_\_  
(printed name)  
Chairman Natrona County Commissioner  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

For Western Water Consultants, Inc.:  
  
\_\_\_\_\_  
(signature)  
DARRIN TROMBLE  
\_\_\_\_\_  
(printed name)  
TRASH MANAGER  
\_\_\_\_\_  
(Title)  
6-14-16  
\_\_\_\_\_  
(Date)



SCOPE OF WORK

June 9, 2016

Mr. Mike Haigler  
Road and Bridge Superintendent  
Natrona County  
538 SW Wyoming Blvd.  
Mills, WY 82644

**Re: Powder River Bridge R/W Acquisition**

Dear Mike,

Thank you for considering WWC Engineering to assist Natrona County in acquisition of Right of Way along County Road 106 near Powder River. WWC recently completed a R/W survey around the existing Powder River Bridge as part of a WYDOT project to replace the bridge and determined that portions of the county road may not have a legal establishment. It is our understanding that WYDOT requires the road to be located inside a legally established corridor prior to moving forward with the bridge replacement. WWC proposes to assist Natrona County in acquiring necessary right of way, below is a description of the anticipated tasks:

- 1. Delineate Adjacent Property Boundaries:** Based on our previous R/W survey, it appears that the existing road is located outside the limits of any existing R/W from the bridge north through the NW qtr of Section 1, T35N R85W and a portion of the SW qtr of Section 36, T36N R85W. This portion of road runs through four private property owners in Section 1, while the entire portion of the road located in Section 36 is contained on property owned by the State of Wyoming. It is assumed that road R/W will be established through only the four private landowners in Section 1, however if it is necessary to secure R/W from the State in Section 36 WWC can assist with this as well. The existing property lines for these four properties will have to be located and surveyed. Many of these property lines are defined by USPLSS aliquot parts, and some of this work has already been completed as part of our previous survey.
- 2. Define Existing Roadway Centerline and R/W corridor:** The existing road will need to be surveyed along with potentially existing fences, to determine the survey centerline that will be used to describe the road and be the basis of legal descriptions and exhibits included in acquisition documents.
- 3. Prepare Exhibits and Determine Impacts:** Exhibits and drawings will be prepared showing the proposed R/W corridor in relation to the adjacent properties, along with areas to be acquired from each

4. **Landowner Negotiations:** WWC will assist Natrona County in meeting with landowners and negotiating the necessary acquisitions. If appraisals are required, it is assumed those services will be secured under a separate contract with Natrona County. However, WWC could secure appraisals via a sub-consultant under our contract if that is preferred.
  
5. **Preparation of Legal Documents:** WWC will provide Natrona County exhibits and legal descriptions defining the areas to be acquired from each landowner. It is assumed Natrona County will prepare the deeds or legal documents necessary for filing using the information provided by WWC.

There are many uncertainties which have not been defined at this time that could affect the time and effort required to secure the rights of way. These include:

- Manner of acquisition (i.e. easement, fee title, prescriptive use)
- Cooperation of landowners (i.e. potential for condemnation)
- Need to secure R/W through State Property in Section 36 (will require a different acquisition procedure and additional coordination with state agencies)
- Potential requirements on acquisition process by WYDOT (will it need to follow LPA rules)
- Vacation of existing right of way (May be desirable to clean up old corridors)

Based on some of these unknowns, it is difficult to estimate the amount of effort required to complete the work at this time. We estimate the effort required to complete Tasks 1 – 3 for the four private landowners in Section 1 to be approximately \$5000. However, the remaining tasks are not defined well enough for us to provide a reasonable fee estimate at this time. Therefore, we propose to perform this work on a time and materials basis according to our 2016 Fee Schedule (attached).

If our understanding of the project and associated efforts differs from your expectations, feel free to contact our office and we can discuss it further.

Sincerely,



Darrin Tromble, P.E.  
Branch Manager

**ATTACHMENT A-2  
COST ESTIMATE BY TASK**

The WORK will be performed on a time and materials basis in accordance with the Fee Schedule included as ATTACHMENT A-3. Costs will be based on the descriptions and assumptions contained in Attachment A-1. Cost estimates by task are summarized below:

<b>Task 1 – 3</b>	<b>\$5000</b>
<b>Task 4</b>	<b>As Required</b>
<b>Task 5</b>	<b>As Required</b>

**ATTACHMENT A-3**  
**ENGINEER'S CURRENT SCHEDULE OF CHARGES**



## 2016 SCHEDULE OF CHARGES

<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>	<i><b>PERSONNEL</b></i>	<i><b>HOURLY FEE</b></i>
Principals of Firm	\$130	CADD Manager	\$80
Senior Technical Advisor	\$140	CADD Designer	\$76
Professional, Level 6	\$126	CADD Operator 2	\$72
Professional, Level 5	\$121	CADD Operator 1	\$66
Professional, Level 4	\$113	Technician Supervisor	\$80
Professional, Level 3	\$106	Technician 3	\$74
Professional, Level 2	\$97	Technician 2	\$69
Professional, Level 1	\$87	Technician 1	\$54
Systems Analyst 2	\$72	Administrative Specialist	\$65
Systems Analyst 1	\$63	Administrative Assistant	\$52
		Expert Witness	Two times standard billing rate

<i><b>EXPENSES</b></i>	<i><b>FEE</b></i>
Subcontractors	Cost + 15%
Equipment/Supply Purchases for Client	Cost + 15%
Travel Expense	Cost
Vehicle Mileage	\$0.80/mile (\$25/day min.)

<i><b>OFFICE</b></i>	<i><b>FEE</b></i>
Photocopies	\$0.15/page
Large Format Photocopies	\$0.60/sq. ft.
Drawings- Large Format Plots	\$11/sheet
Drawings - 11"x 17"	\$1.30/page
Facsimiles	\$1/page
Expendables	Cost

<i><b>FIELD EQUIPMENT</b></i>	<i><b>FEE</b></i>
Data Logger With Single Transducer	\$80/day
Additional Transducers	\$25/day
Generator	\$100/day
Fluids Pump	\$100/day
Air Compressor	\$50/day
ATV	\$120/day
UTV	\$150/day
Power Hand Auger	\$15/hour
Troxler Nuclear Density Gauge	\$40/Test (min. 2 tests)

<i><b>ENVIRONMENTAL MONITORING</b></i>	<i><b>FEE</b></i>
Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Water Level/Interface Probe	\$50/day
Disposable Bailer	\$10/each
Turbidity, pH, Conductivity, DO Meter	\$50/day
Hydrolab Meter	\$300/day
High Capacity In-Line Filter	\$25/each
Low Capacity In-Line Filter	\$15/each
Disposable No-Purge Sampler- Large	\$50/each
Disposable No-Purge Sampler- Small	\$35/each
Current Meter	\$30/day
Flow Meter	\$135/day or \$450/week
Water Level Recorder	\$30/day
Personnel AQ Monitor	\$30/day
Bailing Cord	\$0.08/foot

<i><b>SURVEYING EQUIPMENT</b></i>	<i><b>FEE</b></i>
GPS	\$350/day
GeoXH GPS	\$50/day
Total Station	\$25/hour
Robotic Total Station	\$35/hour
Differential Level	\$15/hour
Survey Rebar & Cap	\$7/each
Lath, Survey	\$40/bundle
Stakes	\$25/bundle

Note: For multi-well monitoring projects, expenses will be allocated pro rata to each well as "miscellaneous monitoring."

This schedule of charges shall be in effect from January 1 through December 31, 2016. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

RESOLUTION 20-16

NATRONA COUNTY, WYOMING, BUDGET RESOLUTION  
FISCAL YEAR 2016-2017

WHEREAS, a summary of said budget and notice of public hearing of said budget were published June 30, 2016 in the *Casper Star-Tribune*, the Board of County Commissioners' official newspaper and a paper of general circulation in Natrona County; and

WHEREAS, a public hearing was held on Tuesday, July 5, 2016, at 5:30 p.m. to provide budget information, answer questions and hear public comment on said budget and the proposed budgets of Natrona County's component entities, the Public Library, City/County Health Department, Airport, Community Action Partnership, Weed and Pest District, and County Fair, as submitted; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF NATRONA COUNTY COMMISSIONERS that the proposed budget, in the amount of \$51,406,574 as attached is adopted as the official budget for Natrona County and its component entities for the 2016-2017 fiscal year ending June 30, 2017.

PASSED AND ADOPTED this 5<sup>th</sup> day of July 2016.

THE BOARD OF COUNTY COMMISSIONER  
NATRONA COUNTY, WYOMING

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Forrest Chadwick, Chairman

Attest:

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Renea Vitto, County Clerk

# **NATRONA COUNTY, WYOMING**

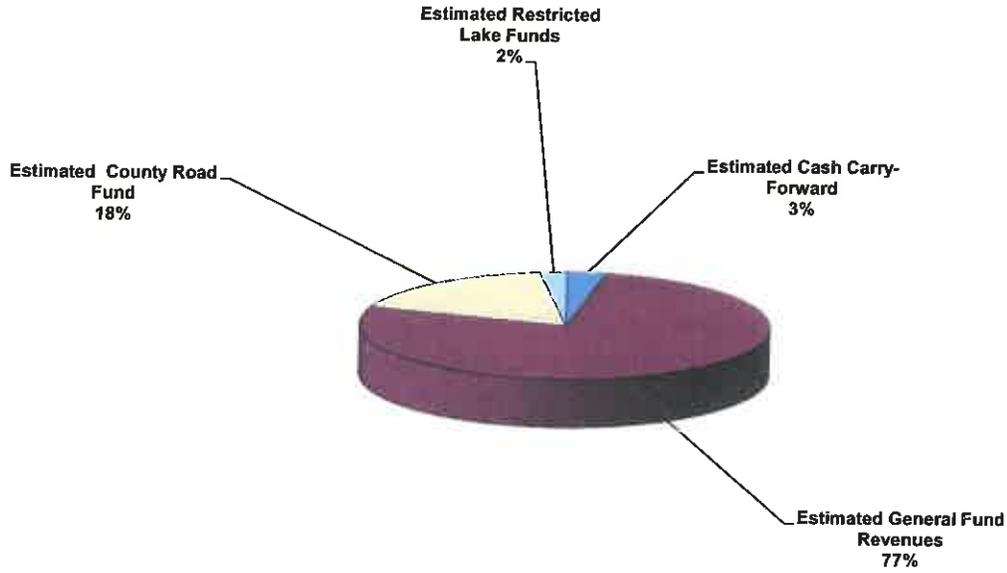
## **Fiscal Year 2017 Budget**

### **Proposed Budget Accomplishments:**

- **Funds mandated services**
- **Provides for citizens' health, safety and welfare**
- **Maintains current staffing levels without Lay-offs**
- **Provides funding for various 1 Cent #15 projects**



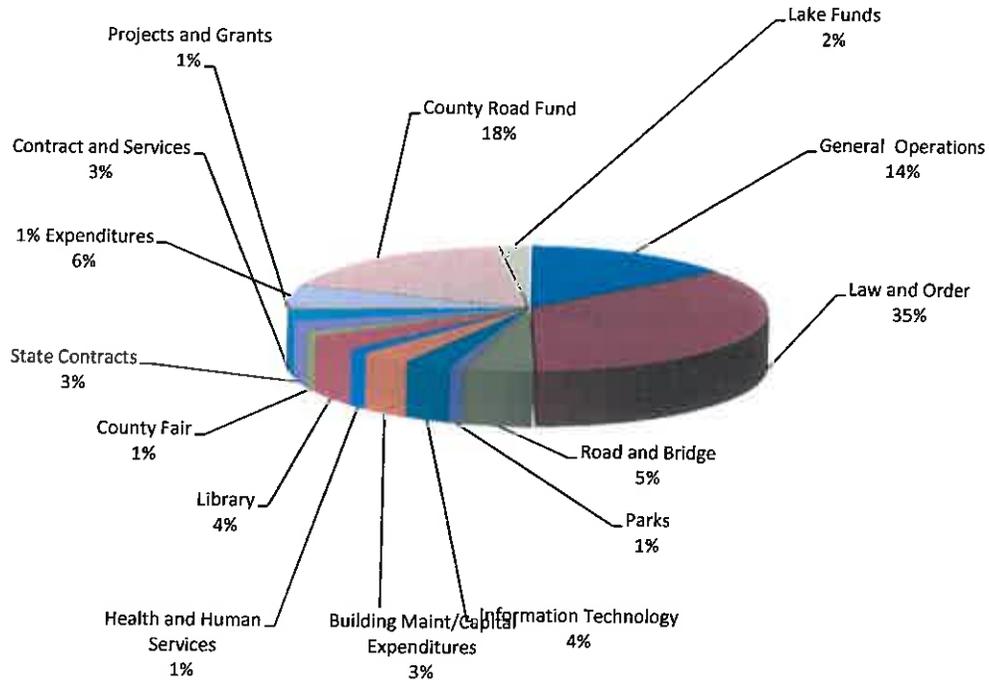
## Revenues



### Estimated Budget Revenues for FY 2016-2017

<b>Estimated</b> Cash Carry-Forward	\$1,555,737.00
<b>Estimated</b> General Fund Revenues	\$39,700,035.00
<b>Estimated</b> County Road Fund	\$9,060,776.00
<b>Estimated</b> Restricted Lake Funds	\$1,090,026.00
<b>Total Budget Revenues</b>	<b>\$51,406,574.00</b>

## Appropriations



### Budget Appropriations for FY 2016-2017

General Operations	\$7,302,164.00
Law and Order	\$18,190,006.00
Road and Bridge	\$2,413,379.00
Parks	\$478,411.00
Information Technology	\$1,609,063.00
Building Maint/Capital Expenditures	\$1,700,898.00
Health and Human Services	\$690,000.00
Library	\$2,115,681.00
County Fair	\$605,220.00
State Contracts	\$1,399,685.00
Contract and Services	\$1,634,092.00
Projects and Grants	\$217,173.00
1% Expenditures	\$2,900,000.00
County Road Fund	\$9,060,776.00
Lake Funds	\$1,090,026.00
<b>Total Budget Appropriations</b>	<b>\$51,406,574.00</b>

**ADOPTED FY17 BUDGET**  
 July 5, 2016  
 SUMMARY OF BUDGET

	Total Carry-over Available for Budget	Total Estimated Revenue Available for Budget	Estimated Total Cash and Revenues	Estimated Total Requirements for Appropriations	Levy
<b>General Fund:</b>	1,555,737	49,850,837	51,406,574	51,406,574	12.0
<b>Detail of General Fund Requirements</b>			<b>*Break Down of Other General Accounts</b>		
County Commissioners	266,489		Cooperative Extension	252,984	
County Clerk	1,723,600		Building Maintenance	1,550,773	
County Treasurer	919,432		Capital Expenditures	150,125	
County Assessor	959,916		Child Support Enforcement	1,031,402	
Clerk of District Court	1,605,831		City/County Health Dept.	585,000	
County Sheriff - Administration & Patrol	4,900,450		County Development	707,460	
- Emergency Management	331,794		Community Action Partnership	105,000	
- Detention Center	9,127,681		Drug Court	368,283	
- Juvenile Detention	165,731				
- Courthouse Security	870,166				
County Legal Department	429,367		County Fair	605,220	
County Coroner	437,085		County Library	2,115,681	
Road and Bridge	2,413,379		Contracts & Services	4,428,276	
Parks Dept.	478,411				
General Fund Accounts	24,629,332		Information Technology	1,609,063	
Other General Accounts	16,626,440		Projects and Grants	217,173	
<b>General Accounts Sub-Total</b>	<b>41,255,772</b>		Optional 1% Sales Tax	2,900,000	
Lake Department	1,090,026		<b>Total</b>	<b>16,626,194</b>	
County Road Funds	9,060,776				
<b>Total Budget</b>	<b>51,406,574</b>				

BOARD OF COUNTY COMMISSIONERS  
 NATRONA COUNTY, WYOMING

By: Forrest Chadwick, Chairman

Attest: Renea Vitto, County Clerk

**FY 16-17  
Budget Appropriations Category Descriptions**

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General Operations	County Commissioner Administration County Clerk County Treasurer County Assessor Clerk of District Court County Legal Department County Coroner County Development Cooperative Extension Department
Law and Order	County Sheriff Administration, & Patrol Emergency Management Detention Center Juvenile Detention Center Courthouse Security Day Reporting Contract Misdemeanant Housing Contract Juvenile Detention Contract 911 Monthly Costs Detention Center Expansion Interest Payment
Road and Bridge	Road and Bridge Budgets
County Road Funds	County Road Funds
Parks	Parks Budget
Lake Department	Lake Funds
Information Technology	Information Technology Budget
Building Maint./Capital Expend.	All Building Budgets and Equipment Budget
Health and Human Services	Health Department Contract and Community Action Partnership
Library	Library Contract
County Fair	County Fair Budget
State Contracts	Child Support Enforcement and Drug Court
Contracts and Services	Commissioners General Accounts (5-33 Budget)
Projects and Grants Carry Over	Grant monies carried forward
1% Expenditures	All 1% Expenditures including County Infrastructure

**NOTICE OF HEARING  
PROPOSED FORMATION OF THE  
HORSE RANCH ACRES SUBDIVISION  
IMPROVEMENT AND SERVICE DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Natrona County, Wyoming, will conduct a public hearing to consider a Petition For Formation of the proposed Horse Ranch Acres Subdivision Improvement and Service District and to be held July 5, 2016, at 5:30 p.m. in the Natrona County Commissioners Court Room 1, 200 North Center Street, Casper, Wyoming. All interested persons are invited to attend and comment, or submit written comments to the Board of County Commissioners, 200 North Center Street, Suite 115, Casper, WY 82601.

The Petition for formation of the proposed district is to operate and maintain the roadways and irrigation canals together with related fixtures and equipment located within the District, as well as to provide any other services to the landowners within the District as authorized by law as provided in §§18-12-101 through 18-12-140, W.S. (1977) the "Improvement and Service District Act". The proposed financing of the improvements or services to be provided will be by special assessment of the landowners within the District.

The description of the creation of the proposed formation of the District is the Horse Ranch Acres Subdivision Improvement and Service District is as follows:

All of the Horse Ranch Acres Subdivision. A Subdivision located in Natrona County, Wyoming filed with the Natrona County Clerk's office on March 16, 2016 as Instrument No. 1008807. A portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  Section 8 and the E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  & N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 17, T.33N., R.80W., 6<sup>th</sup> P.M.

The Board of County Commissioners  
Natrona County, Wyoming  
Forrest Chadwick, Chairman

ATTEST:  
Renea Vitto, County Clerk

Publish: June 17 and 24, 2016

**RESOLUTION NO. 19-16**

**RESOLUTION AND ORDER DECLARING THE FORMATION OF HORSE RANCH ACRES SUBDIVISION IMPROVEMENT AND SERVICE DISTRICT AFTER ELECTION BY ELECTORS AND LANDOWNERS**

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, has received a petition by landowners of Natrona County, Wyoming requesting the formation of the Horse Ranch Acres Subdivision Improvement and Service District; and

WHEREAS, the Board held a public hearing on July 5, 2016 wherein support for and objections to the formation of said District were received; and

WHEREAS, the Board of County Commissioners has found that the establishment of the proposed District would serve the public benefit, convenience, and necessity in that area and that the Petition to Form such District has been properly presented. No amendments to the boundaries of the proposed district were found to be necessary.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the formation of the Horse Ranch Acres Subdivision Improvement and Service District is hereby established with the boundaries of said District described as follows:

All of the Horse Ranch Acres Subdivision. A Subdivision located in Natrona County, Wyoming filed with the Natrona County Clerk's office on March 16, 2016 as Instrument No. 1008807. A portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  Section 8 and the E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  & N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 17, T.33N., R.80W., 6<sup>th</sup> P.M.

FURTHERMORE, IT IS HEREBY RESOLVED AND ORDERED that an election on the question of the formation of the Horse Ranch Acres Subdivision Improvement and Service District and of the initial directors shall be submitted to the electors of the proposed district and such election shall be held in compliance with Wyo. Stat. § 22-29-109(f)

ORDERED, APPROVED, AND ADOPTED this 5<sup>th</sup> day of July, 2016.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

\_\_\_\_\_  
Forrest Chadwick, Chairman

ATTEST:

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Renea Vitto, County Clerk

Approved As To Form:

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Heather Duncan-Malone  
Natrona County Attorney

VLASTOS & DRELL, P.C.  
ATTORNEYS AT LAW  
300 SOUTH WOLCOTT STREET  
SUITE 320  
CASPER, WYOMING 82601  
(307) 235-6613

J.E. VLASTOS - Of Counsel  
DAVID A. DRELL

May 19, 2016

MAILING ADDRESS:  
P.O. BOX 10  
CASPER, WYOMING 82602  
FACSIMILE (307) 235-6645

Renea Vitto  
Natrona County Clerk  
200 North Center Street, Suite 157  
Casper, WY 82602

**HAND DELIVERED**

RE: Petition for Formation of the Horse Ranch Acres Subdivision  
Improvement and Service District

Dear Ms. Vitto:

Pursuant to the provisions of Wyo. Stat. Ann. §§ 22-29-107(a) and 22-29-107(b) (LexisNexis 2015) enclosed please find an original Petition for Formation of the Horse Ranch Acres Subdivision Improvement and Service District. I would ask that a determination be made as to the qualified signers appearing on the Petition and that a Certificate of Verification be issued. I would advise that Horse Ranch Enterprises, LLC whose managing member, Lisa Burridge, executed the Petition, is the owner of all lots located within the proposed District.

If you find that the provisions of the statutes have been met, I would ask that a copy of the Petition be filed with the Board of County Commissioners for consideration. I have provided an extra copy for your convenience.

Also enclosed are certifications from the Natrona County Assessor's office and the Department of Revenue indicating that they have reviewed the Petition and have not found any conflicts, gaps or overlaps of districts with like services. These should be provided to the Board of County Commissioners as well.

Enclosed is this firm's check in the amount of \$200 for the filing fee.

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

Sincerely,



David A. Drell  
VLASTOS & DRELL, P.C.

DAD/dr  
encs.

c: Horse Ranch Enterprises, LLC (w/encs.)



# DEPARTMENT OF REVENUE

Herschler Building  
2nd Floor West  
122 West 25th Street  
Cheyenne, Wyoming 82002-0110  
E-Mail: [directorofrevenue@wyo.gov](mailto:directorofrevenue@wyo.gov)  
Web: <http://revenue.wyo.gov>

**MATTHEW H. MEAD, Governor**  
**DANIEL W. NOBLE, Director**

Telephone (307) 777-7961  
DOR Main FAX (307) 777-7722  
Property Tax FAX (307) 777-7527  
Excise FAX (307) 777-5632  
Mineral FAX (307) 777-7849  
Liquor FAX (307) 777-6255

May 13, 2016

Horse Ranch Acres Subdivision Improvement and Service  
300 S Wolcott St Suite 320  
Casper, Wyoming 82601

Dear David Drell:

The Wyoming Department of Revenue has reviewed the petition for formation submitted for this district, pursuant to W.S. 22-29-109(a) and W.S. 22-29-301. During the review, the Department mapped and compared the proposed boundaries of your district to other taxing authorities that are currently formed and operating in the county.

The Department of Revenue approves the petition for formation. The petitioned area does not create any conflicts, gaps or overlaps of districts with like services.

Per Wyoming Statute 22-29-103(e)(i), all special districts shall file a copy of the documents authorizing formation, a map and legal description, to the Department of Revenue within ten (10) days after the effective date of formation. All documents provided to the Department must meet the requirements established in Chapter 21, Section 5 of our agency rules. You can find this document on the Department's website at <http://revenue.wyo.gov>. If you do not have Internet access, we can mail a copy for your review.

If you have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

Dan Shadakofsky  
Senior Business Applications Analyst  
(307) 777-5432  
[dan.shadakofsky@wyo.gov](mailto:dan.shadakofsky@wyo.gov)

cc: Natrona County Assessor  
Natrona County Clerk  
Natrona County Commissioners

RECEIVED May 13 2016  
PLEASE ROUTE: SLR/ke DATE: \_\_\_\_\_  
OR NO  
HDM DM



**Petition for Formation of the  
Horse Ranch Acres Subdivision Improvement and Service District  
Page 2**

6. The general purpose of the proposed District is to operate and maintain the roadways and irrigation canals together with related fixtures and equipment located within the District, as well as to provide any other services to the landowners within the District as authorized by law.

7. The initial services to be provided by the District are to operate and maintain roadways and irrigation canals within the District.

8. The proposed method for financing the improvements or services to be provided will be by special assessment of the landowners within the District.

9. The following persons are willing to serve on or file as candidates for election to the initial board of directors:

Name	Address
Lisa Burrige	421 South Center Street, Suite 101 Casper, WY 82601
Jason Lewis	421 South Center Street, Suite 101 Casper, WY 82601
Keith Tyler	421 South Center Street, Suite 201 Casper, WY 82601

10. Costs associated with the formation of the District, including but not limited to, publication, ballot preparation, polling, and canvassing, shall be the responsibility of and paid by the sponsor of the proposed District. Wyo. Stat. Ann. §§ 22-29-105(f)(vii) and 22-29-111(b) (LexisNexis 2015). The sponsor of the proposed District is Horse Ranch Enterprises, LLC, the owner of all lots located within the proposed District and whose registered office is located at 421 South Center Street, Casper, Wyoming 82601.

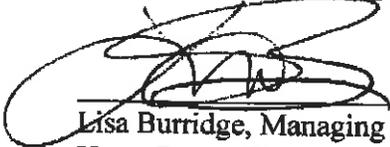
**Petition for Formation of the  
Horse Ranch Acres Subdivision Improvement and Service District  
Page 3**

11. This Petition is accompanied by a filing fee of Two Hundred Dollars (\$200) as required by Wyo. Stat. Ann. § 18-12-105 (LexisNexis 2015).

Printed Name	Signature	Date	Date of Birth	Residence
LISA A BURRIDGE		4/7/16	4/29/60	421 S. Center Casper
State number of acres of land owned or current assessed value of property located within the proposed District: 117.1 County where property is located: Natrona				

**AUTHORIZATION TO SIGN AS LEGAL REPRESENTATIVE**

COMES NOW, Horse Ranch Enterprises, LLC, a Wyoming Limited Liability Company, by and through its managing member, Lisa Burrige, and hereby authorizes Lisa Burrige to execute the Petition for Formation of the Horse Ranch Acres Subdivision Improvement and Service District.

  
 \_\_\_\_\_  
 Lisa Burrige, Managing Member  
 Horse Ranch Enterprises, LLC, a  
 Wyoming Limited Liability Company



# ***NATRONA COUNTY ASSESSOR***

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***Connie Smith***

200 N. Center St. Ste. 140 Casper, WY 82601  
307-235-9444 FAX 307 235-9497

May 10, 2016

RECEIVED MAY 11 2016

VLASTOS & DRELL, P.C.  
ATTN: DAVID DRELL  
300 S WOLCOTT ST STE 320  
CASPER WY 82601

Reference: HORSE RANCH ACRES I & S

The Natrona County Assessor's Office has reviewed the proposed petition for the formation of this district. We find no conflicts with the boundaries being proposed.

Sincerely,

  
\_\_\_\_\_  
Connie Smith, Assessor

**Renea Vitto**

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**NATRONA COUNTY CLERK**  
200 North Center • P.O. Box 863  
Casper, WY 82602  
307-235-9206  
rvitto@natronacounty-wy.gov

May 19, 2016

I, Renea Vitto, Natrona County Clerk, do hereby certify the petition for formation of Horse Ranch Acres Subdivision Improvement & Service District, does meet the requirements pursuant to Wyoming Statute 22-29-105.



Renea Vitto  
Natrona County Clerk

*Michelle*



# NATRONA COUNTY

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## Development Department

200 North Center Street, Room 202  
Casper, WY 82601

### AGENDA

**BOARD OF COUNTY COMMISSIONERS MEETING  
JULY 5, 2016  
Planning Commission Recommendations**

- 1. Planning Commission Recommendation:      **Approve w/Conditions****  
**PS16-2** – A request by SST Development, LLC for approval of a preliminary plat for the SST Industrial Park, a major subdivision consisting of approximately 300 acres divided into 31 lots located in portions of Sections 29 & 30, Township 34 North, Range 80 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming. The parcels are located south of US Highway 20-26 across from Natrona County International Airport.
- 2. Planning Commission Recommendation:      **Approve****  
**PS16-3** – A request by Roadrunner, LLC for approval of a final plat of Bypass Industrial Park No. 2, comprised of approximately 4.7 acres and is located in portions of Section 31, Township 34 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming. The parcels are located west of Salt Creek Highway and north of US Highway 20-26 Bypass.
- 3. Planning Commission Recommendation:      **Approve****  
**Development Plan** – A request by the Development Department for approval of the 2016 Development Plan.



# NATRONA COUNTY

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## Development Department

200 North Center Street, Room 202  
Casper, WY 82601

### MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION June 14, 2016

MEMBERS PRESENT: Harold Wright, Bob Bailey, and Tom Davis

MEMBERS ABSENT: Jim Brown, and Hal Hutchinson

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

OTHERS PRESENT:

Chairman Wright called the meeting to order at 5:31 p.m.

#### ITEM 1

Bailey moved and Davis seconded a motion to approve the February 9, April 12, and May 10, 2016 meeting minutes. **Motion carried unanimously.**

#### ITEM 2

Chairman Wright opened the public hearing PS16-2 - A request by SST Development, LLC for approval of a preliminary plat for the SST Industrial Park, a major subdivision consisting of approximately 300 acres divided into 31 lots located in portions of Sections 29 & 30, Township 34 North, Range 80 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming. The parcels are located south of West US Highway 20-26 across from Natrona County International Airport.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested SST Industrial Park with conditions, by the Board of County Commissioners.

Conditions being:

- A non-adverse recommendation from Department of Environmental Quality be received;
- All requirements from the State Engineer's Office and compliance with W.S. 18-5-306 (c)(i) be submitted and approved prior to approval of the final subdivision permit;
- The SST Improvement and Service District be in the final stages of formation prior to final approval of a subdivision permit;
- The Federal Aviation Administration Documentation/Avigation Easement from the Airport Board be submitted;
- Easements for water/sewer be completed, recorded and on the final plat;

- Evidence satisfactory to the Board of County Commissioners that the subdivider has adequate financial resources to develop and complete any facility proposed or represented to be the responsibility of the subdivider.
- That the applicant show how protection of the watershed to Six Mile Drainage will be accomplished.

These items will need to be addressed prior to the final subdivision; the final subdivision will be brought back before the Planning Commission and Board of County Commissioners.

Discussion between the Planning Commission and Staff

Public hearing open

Speaking in favor – Brad Holwegner of Casper, representative of SST Development, LLC.

Discussion between the Planning Commission, Staff, and applicant's representative.

Speaking in opposition – Ramel Lawyer, Casper

Public hearing closed

**Davis moved approval of PS16-2 to the Board of County Commissioners, and incorporate by reference all findings of fact set forth herein and make them a part thereof as presented by staff. Bailey seconds the motion. Motion carries unanimously.**

### ITEM 3

Chairman Wright opened the public hearing **PS16-3** – A request by Roadrunner, LLC for approval of a final plat of Bypass Industrial Park No. 2 comprised of approximately 4.7 acres located in portions of Section 31, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located west of Salt Creek Highway and north of US Highway 20-26 Bypass.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Bypass Industrial Park No. 2, by the Board of County Commissioners.

Discussion between the Planning Commission and staff.

Speaking in favor –Tom Brower, Casper.

Speaking in opposition – None

**Davis moved approval of PS16-3 to the Board of County Commissioners, and incorporate by reference all findings of fact set forth herein and make them a part thereof as presented by staff. Bailey seconds the motion. Motion carries unanimously.**

**ITEM 4**

Chairman Wright opened the public hearing for the **Development Plan** – A request by the Development Department for approval of the 2016 Development Plan.

Discussion between the Planning Commission and Staff.

Speaking in favor – none

Speaking in opposition - none

**Bailey moves approval of the 2016 Development Plan to the Board of County Commissioners as presented by staff, Davis seconded the motion. Motion carries unanimously.**

Adjournment @ 6:07 pm

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Harold Wright, Chairman  
Natrona County Planning and Zoning Commission

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Renea Vitto  
Natrona County Clerk

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# NATRONA COUNTY

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## Development Department

200 North Center Street, Room 205  
Casper, WY 82601

Jason Gutierrez, PE, Director  
County web: [www.natronacounty-wy.gov](http://www.natronacounty-wy.gov)

Phone: 307-235-9435  
Fax: 307-235-9436  
Email: [jgutierrez@natronacounty-wy.gov](mailto: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:** June 15, 2016

**RE:** **PS16-2** – Request for approval of SST Industrial Park Major Subdivision (Preliminary) of approximately 300 acres.

**cc:** Applicant, County Attorney, File

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**Planning and Zoning Commission Recommendation:** **Approve**

At its June 14, 2016 meeting, the Planning and Zoning Commission, with 2 Commissioners absent, acted unanimously to recommend approval of the requested preliminary subdivision. (Motion passed unanimously to approve)

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

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

Eight (8) copies of a written statement outlining the considerations that have been given to the maintenance of the quality of life and scenic beauty of the area. These might include maintaining open lands and vistas, avoiding building on skylines or hilltops, avoiding disturbing the local natural beauty, compatibility with surrounding land uses, natural landscaping, non-intrusive home siting, etc.

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

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

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

1. Applicant: SST DEVELOPMENT, LLC      Owner: SST DEVELOPMENT, LLC  
Name SST DEVELOPMENT, LLC      Name SST DEVELOPMENT, LLC
2. Address 8901 W. Yellowstone      Address 8901 W. Yellowstone
3. Phone Casper, WY 82604      Phone Casper, WY 82604
4. Explain why you are requesting this major subdivision and detail the proposed use:  
SST Development would like to develop approximately  
300.4 acres into a 31 Lot Industrial Park.
5. Legal description, acreage and Parcel Identification number (PID) (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).  
NW1/4 and N1/2SW1/4 of Section 29, N1/2SE1/4, SW1/4SE1/4  
E1/2NE1/4 of Section 30; Township 34 North; Range 80 WEST
6. Current zoning of property Light Industrial
7. Type of sewage disposal Public  Septic  Holding Tank  Other
8. Source of Water Proposed Public

9. This property was purchased from: Ronald P. Lewis, ET AL Trust

10. The date this property was purchased 2012

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant *Jeff Wilmett*  
(Signature)

3-7-16  
Date

Owner *Jeff Wilmett*  
(Signature)

3-7-16  
Date





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

March 4, 2016

Trish Chavis  
Natrona County Planner  
200 North Center Street  
Casper, WY 82601

Ms. Chavis,

SST Development, LLC would like to request review of the attached proposed SST Industrial Park Preliminary Plat. The proposed park is to be located in parts of the NW1/4 and N1/2SW1/4 of Section 29; N1/2Se/4, SW1/4SE1/4 and E1/2NE1/4 of Section 30 all in Township 34 North, Range 80 West of the 6<sup>th</sup> Principal Meridian, Natrona County Wyoming. Please see attached Alta Survey for description of easements and property boundary. The SST Industrial Park contains a total area of 300.4 acres and consists of 31 Lots all currently zoned Light Industrial. All parts of the proposed development are located outside of the 100-year flood plain. The main access point for the development is proposed to be located on the north side of the development connecting to Highway 20/26. An approach permit has been submitted and approved by WYDOT. The second development access point is located to the east and is planned to connect to the existing Michie Drive, adjacent to Westgate Park IV.

Currently water and sanitary sewer service is not available to the proposed park. To obtain water service to the new park, two separate connections are planned to the existing Vista West Water system. Connection points are located within the Westgate Park IV Industrial Park in Michie Drive and 6WN Road. Connecting to the existing water system in two separate locations will provide the needed pressures and fire flows to adequately serve the new addition. To make the southerly water connection easements will be required. The sanitary sewer service to the park is planned to connect to the existing 12" PVC line located to the east along 7 Mile Road. To connect to the existing sanitary sewer line located along 7 Mile Road, easement acquisition will also be necessary. The existing land owners that would need to provide critical easements have already been notified and negotiations are in progress. A water and sanitary sewer report along with the Chapter 23 Permit have been submitted to the WDEQ.

As can be seen on the attached preliminary plat there are several gas, oil and power pipelines that cross through the property. All entities with existing utility crossings have been contacted and provided with copies of the preliminary plat. SST Development, LLC is working with all entities to ensure improvements are made to their satisfaction. Currently this property also contains water rights provide by the Casper Alcova Irrigation

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.





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

April 5, 2016

Trish Chavis  
Natrona County Planner  
200 North Center Street  
Casper, WY 82601

RE: SST Industrial Park Preliminary Plat, Improvement and Service District

Ms. Chavis,

As part of the platting process, SST Development plans to form the SST Industrial Park Improvement and Service District. The newly formed district will be comprised of an elected board of officials to maintain the quality of life within the Industrial Park. The district will ensure all public roadways, drainages and sanitary sewer service to the park are maintained in working order. Property owners within the park will be assessed an annual fee to fund the necessary maintenance requirements within the addition. Along with maintenance to public areas, the district will require property owners abide by all rules and regulations set forth within the district bylaws for private property upkeep and maintenance. The water system within the park will be owned and operated by the Vista West Water Company. All irrigation waterways within the park will be owned and operated by the Casper Alcova Irrigation District.

Currently SST Development is submitting the Preliminary Plat as a means of working with Natrona County to ensure all requirements are met up front prior to submittal of the Final Plat. It is the intention of SST Development to have the SST Industrial Park Improvement and Service District formed and approved through staff prior to submittal of the final plat application.

Please feel free to contact me with any questions,

Sincerely,

Brad Holwegner, PE

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



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

April 7, 2016

Trish Chavis  
Natrona County Planner  
200 North Center Street  
Casper, WY 82601

RE: SST Industrial Park Preliminary Plat, Maintenance of the Quality of Life and Scenic Beauty of the Area

Ms. Chavis,

With the preliminary plat application SST Development would like to address the considerations that will be given to the maintenance of the quality of life and scenic beauty of the area for the SST Industrial Park. SST Development currently has their existing facilities located both adjacent to and within the park area and have vested interest in creating an industrial park that conforms to the existing surroundings and is well maintained. Currently the existing land has a number of trees growing along Highway 20/26 and are planned to remain as both a screen to the highway and beautification to the entrance. Along with keeping as many trees as possible SST plans to work with the new property owners to plant indigenous trees along SST Drive to also serve as an entryway to the park.

Currently the land has two existing ponds on the property, one located on Lot 28, located south of the existing SST pipe yard and one located in the southwest corner of the property between lots 8 and 30. The existing ponds will be kept in place and the lots are to be developed without damaging the ponds. Lots 31 and 29 are currently not planned for development and at this time, and will remain in their natural state. The existing land also contains Casper Alcova Irrigation District (CAID) canals running through the property. All CAID canals are to remain in place and provide added green space throughout the park with their 100 ft easements as open space. SST Development takes pride in maintaining all facilities and look forward to working with Natrona County in creating an Industrial Park that is both pleasing to the eye and properly maintained.

Please feel free to contact me with any questions,

Sincerely,

Brad Holwegner, PE

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

REQUEST FOR APPROVAL OF PRELIMINARY PLAT  
FOR  
SST INDUSTRIAL PARK

PS16-2

STAFF REPORT: Trish Chavis  
May 27, 2016  
For  
June 14, 2016  
Planning and Zoning Commission Meeting  
&  
July 5, 2016  
Board of County Commissioner Meeting

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APPLICANT: SST Development, LLC

REQUEST: Approval of the preliminary plat of SST Industrial Park.

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BACKGROUND

In March of 1982, Resolution 38-8-82, was approved to change the zoning district classification from Agriculture to Light Industrial.

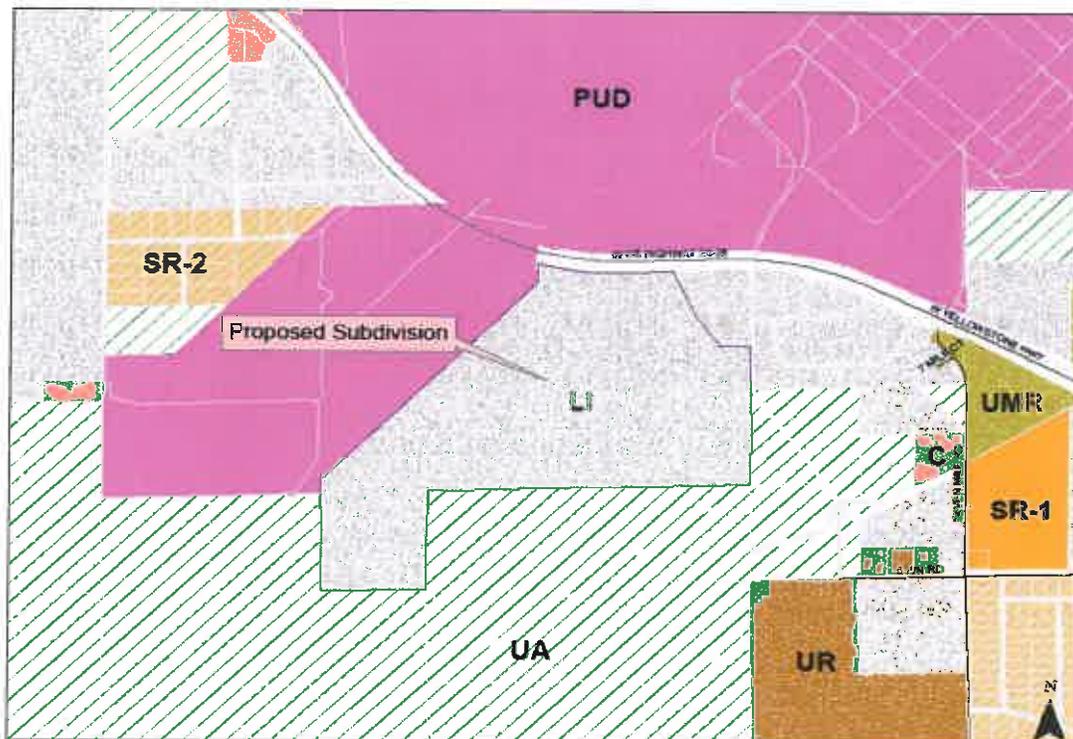
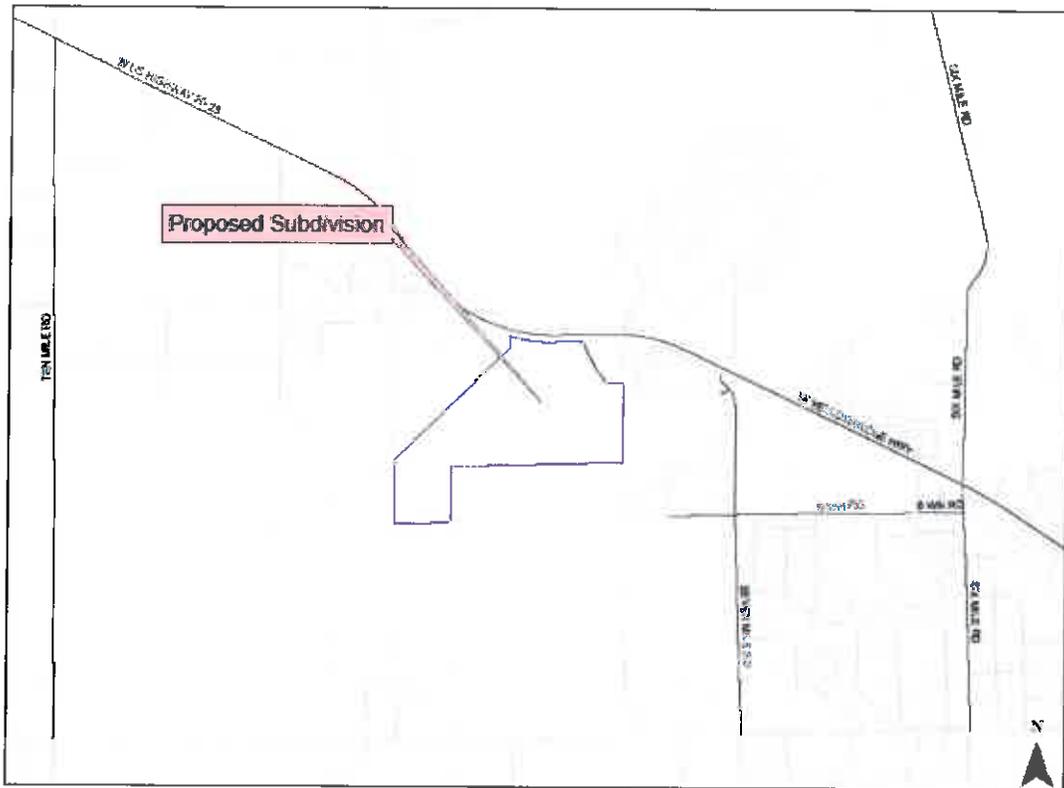
In December of 2012, this property was purchased by SST Development, LLC.

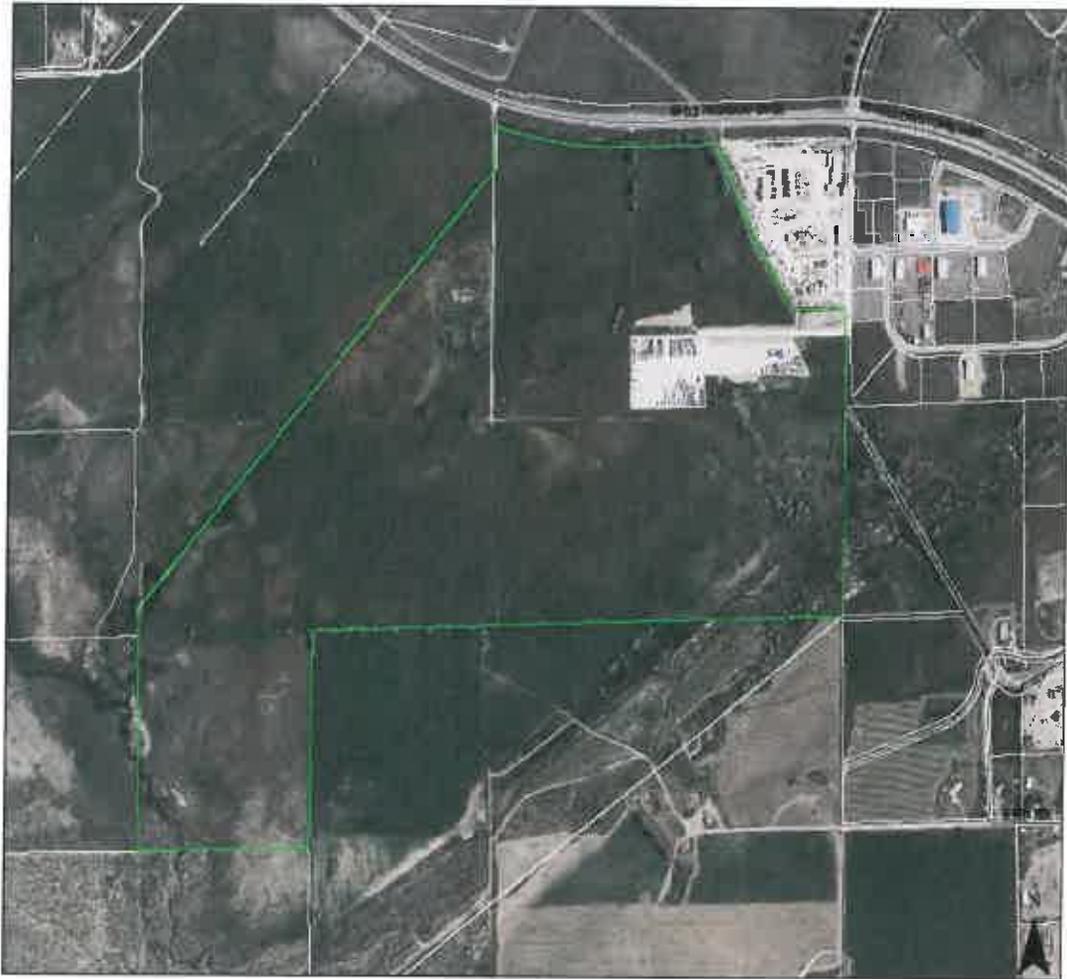
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LOCATION AND ZONING

The proposed SST Industrial Park is comprised of approximately 300 acres and is located in portions of Sections 29 & 30, Township 34 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located south of Us Highway 20-26 across from Natrona County International Airport.

The subject parcel is zoned Light Industrial (LI) with the south being Urban Agriculture (UA), east is Light Industrial (LI) and Urban Agriculture (UA) and the west is Planned Unit Development (PUD).





## DEFINITION AND APPLICATION

1. **Intent and purpose.** The intent and purpose of the Light Industrial District is to provide for light manufacturing and storage facilities. *Zoning Resolution of Natrona County, Wyoming, Chapter VI, Section 11 at page 42.*

The proposed SST Industrial Park will provide lots for manufacturing and storage facilities.

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

The proposed SST Industrial Park will consist of thirty one (31) lots.

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GENERAL STANDARDS  
FOR  
MAJOR SUBDIVISIONS

1. Criteria for Approval

- a) Is the subdivision consistent with the 1998 Natrona County Development Plan and the Natrona County Zoning Resolution?

Proposed finding of fact. The proposed SST Industrial Park is located in Neighborhood 2 – Landmark and is consistent with the Natrona County Development Plan. The Development Plan recommends infill of existing industrial parks, retain lands if possible for future industrial development as growth occurs; industrial development associated with the airport. (Pg. 5-29)

- b) Is the subdivision in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7)?

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

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

Applicant has provided a Water and Wastewater System Design Report. In the conclusion, it states, the proposed water system to service the SST Industrial Park proves to be capable of meeting the required demands and pressures for all simulations. The proposed system is capable of delivering the required demands and pressures to meet requirements outlines in DEQ Rules and Regulations.

Proposed finding of fact. The proposed subdivision will have public water provided by Vista West Water Company. DEQ has requested more information for their review and has an additional 60 days to provide comments.

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

Applicant has provided a Water & Wastewater System Design Report. In the conclusion, the existing sanitary sewer gravity system and the existing regional lift station are capable of accepting the additional estimated flows from the SST Industrial Park with remaining capacity for future development.

Proposed finding of fact. The proposed subdivision will be connected to existing wastewater systems. DEQ has requested more information for their review and has an additional 60 days to provide comments.

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

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

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

This subdivision will be within the Natrona County Sheriff's jurisdiction. The proposed subdivision has adequate utility easements. No recreation or schools are proposed. The Natrona County Fire Marshal has reviewed the proposed subdivision. He has no concerns other than having adequate fire hydrants in the area.

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

The proposed subdivision lies within a stretch of industrial zoned properties. Westgate Park IV is adjacent on the east and Landmark Industrial Park ½ mile to the west.

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

A statement has been provided in regards to the Improvement and Service District. The district will ensure all public roadways, drainages and sanitary sewer service to the park and are maintained in working order.

- i) Documentation that the subdivider has adequate financial resources to develop and complete water and/or sewage systems or any facility proposed or

represented to be the responsibility of the subdivider, but not limited to the above mentioned.

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

---

#### PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested SST Industrial Park with conditions, by the Board of County Commissioners.

Conditions being:

- A non-adverse recommendation from Department of Environmental Quality be received;
- All requirements from the State Engineer's Office and compliance with W.S. 18-5-306 (c)(i) be submitted and approved prior to approval of the final subdivision permit;
- The SST Improvement and Service District be in the final stages of formation prior to final approval of a subdivision permit;
- The Federal Aviation Administration Documentation/Avigation Easement from the Airport Board be submitted;
- Easements for water/sewer be completed, recorded and on the final plat;
- Evidence satisfactory to the Board of County Commissioners that the subdivider has adequate financial resources to develop and complete any facility proposed or represented to be the responsibility of the subdivider.
- That the applicant show how protection of the watershed to Six Mile Drainage will be accomplished.

These items will need to be addressed prior to the final subdivision, the final subdivision will be brought back before the Planning Commission and Board of County Commissioners.

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#### PUBLIC COMMENT

As of the date of this staff report no comments have been received. Staff sent the public notice to 152 neighbors within one mile.

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# Department of Transportation

State of Wyoming



Matthew H. Mead  
Governor

William T. Panos  
Director

January 11, 2016

SST Development  
Attn: Jeff Wilmetti  
8901 West Yellowstone Highway  
Casper, WY 82604

SUBJECT: Access Permit, SST Industrial Park

Dear Mr. Wilmetti,

The Wyoming Department of Transportation (WYDOT) has approved your request to change the use/modify an existing access to US 20/26/87 at Reference Marker 10.191 Left.

You may obtain a copy of your permit by contacting our Area Maintenance Supervisor - Mr. Jeff Erdahl at 473-3244. Once you receive the permit, please review the agreement and requirement sections prior to starting construction of this access. If there is any part of the permit you do not agree with or understand, please delay working within the right of way until such time as all questions have been addressed.

After you have finished the construction, WYDOT will inspect it for compliance with the access permit. When WYDOT has accepted the construction as complete, you will receive a finalized copy of the permit.

If you have any questions or concerns, please call me at (307) 473-3220.

Sincerely,

Richard Underwood  
District Traffic Technician

Cc: W.I.C. Brad Holwegner, 200 Pronghorn, Casper, WY 82601

RECEIVED  
JAN 12 2016  
WLC ENGINEERING

900 Bryan Stock Trail  
Casper, WY 82601

May 9, 2016

Trish Chavis  
Natrona County Planner  
200 North Center Street  
Casper, WY 82601

**RE: SST Industrial Park, Natrona County, Six Mile Improvement and Service District  
Westgate Park IV Maintenance**

Ms. Chavez:

For your information SST Development is current and active in participating in the upkeep and maintenance of the roadways and utilities within Westgate Park IV including the adjacent Michie Drive. SST Development is in good standing with the Six Mile Improvement and Service District and is current on all district dues for maintenance and quality of life within the District.

Please contact me if you have any questions.

Sincerely,



Jeff Bishop  
Board Member

**Casper Alcova Irrigation District**  
**P. O. Box 849**  
**Mills, WY 82644**  
**(307) 234-8690**  
[caid.wyribcsp.com](http://caid.wyribcsp.com)

January 25, 2016

Mr. Jason Gutierrez  
200 North Center Street  
Room 202  
Casper, WY 82601

Mr. Gutierrez,

As you are aware SST Development is looking to develop their existing property located south of the Casper Natrona County International Airport. SST has been in contact with the Casper Alcova Irrigation District (CAID) and have presented their proposed development to our board. SST Development is currently serviced by our District with the ability to receive approximately 236.4 acre-ft of water annually through existing overland ditches and canals. It is our understanding that SST will work with the District through the platting process to maintain all existing easements, convey all water rights to other users if not needed for their intended purpose and maintain any necessary water rights within the property in good working order. SST has agreed to ensure all CAID guidelines are followed and all water distributed as necessary prior to the recording of the final plat.

Please feel free to contact me if you have any questions.

Sincerely,



Ron Richner  
CAID Vice-President



# State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002  
(307) 777-7354 FAX (307) 777-5451  
seo1eg@seo.wyo.gov

MATTHEW H. MEAD  
GOVERNOR

PATRICK TYRRELL  
STATE ENGINEER

April 4, 2016

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



**RE: SST Industrial Park Subdivision (WDEQ 16-109), Natrona County**

Dear Mr. Chairman:

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

The proposed subdivision is to be located in parts of the W½ of Section 29, T34N, R80W, and parts of the E½ of Section 30, T34N, R80W, Natrona County, Wyoming. Water supply is proposed to be provided through a connection to the existing Vista West Water System. Based upon the review of both the subdivision application and a preliminary search of the agency's water rights database, I offer the following:

1. If any new wells are proposed, they must be constructed in accordance with the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of any water well.
2. The procurement of the necessary and appropriate State Engineer water right permit allows the applicant to attempt to develop a water supply adequate to meet the proposed needs, and is no guarantee that any water will be physically available.
3. Any well not to be used must be properly plugged and abandoned as outlined in the above referenced rules and regulations.
4. Any wells developed for uses that do NOT fall within the definition of domestic or stock use require adjudication by the Wyoming Board of Control.
5. This area appears to be located within the water service area of the Central Wyoming Regional Water System.
6. The water right search revealed other existing water rights, related to the Casper Alcova Irrigation District, attaching to the subdivision lands. This being the case, this office must require that these water rights be addressed as outlined in Wyoming Statute 18-5-306(a)(xi). As of the date of this letter, the Board of Control Division of the State Engineers Office has not received this required documentation.

Surface Water  
(307) 777-6475

Ground Water  
(307) 777-6163

Board of Control  
(307) 777-6178

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

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

In summary, the State Engineer's Office is NOT SUPPORTIVE of approving the development of the proposed action at this time, until item #6 has been adequately addressed.

In all correspondence regarding this application, please reference "State Engineer Subdivision Review Number 2016-06-1".

If you have any questions, please feel free to contact me at (307) 777-6166, or if you prefer email, at [marcus.malesza@wyo.gov](mailto:marcus.malesza@wyo.gov). Thank you for the opportunity to comment on the subdivision application.

Sincerely,



Markus Malessa  
Natural Resources Analyst

Cc: Karen Farley, P.E., Northeast District Engineer, DEQ, 152 N. Durbin St., Suite 100, Casper, WY 82601  
Jason Gutierrez, P.E., Natrona County Planning Office, 200 N. Center Rm 202, Casper, WY 82601  
Bradley Holwegner, P.E., WLC, 200 Pronghorn, Casper, WY 82601  
Lisa Lindemann, Administrator, Ground Water Division  
Rick Deuell, Administrator, Surface Water Division  
Cheryl Verplancke, Administrator, Board of Control Division  
Brian Pugsley, Superintendent, Water Division I  
Forrest Keizer, Hydrographer/Commissioner, Water Division I, District II



## Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, ext. 5593

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May 22, 2016

Natrona County Planning & Development  
Attn: Trish Chavis  
200 North Center Street, Room 202  
Casper, Wyoming 82601

**RE: SST Subdivision Review**

Dear Ms. Chavis:

Included are a Soil Resource Report and Subdivision Review Checklist for the proposed SST Subdivision reviewed and discussed by the Natrona County Conservation District (NCCD) Board of Supervisors during their May 17, 2016 board meeting. Please review the checklist for specific comments and recommendations regarding this subdivision proposal.

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

The Board recommends minimizing erosion before, during and after construction of any roads, buildings, and storage or parking areas. Re-seeding and replanting needs to be implemented in a timely manner in order to minimize erosion of sediments into the drainage and CAID irrigation ditches that flow through the subdivision and drain into Casper Creek. This will also limit the spread of weeds. The use of vegetative buffers around the subdivision is highly recommended, both for wind breaks and control of water runoff above and below the ground. The Board of Supervisors recommends contacting Natrona County Weed and Pest for further information regarding weed control.

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

Sincerely,

Lisa Ogden  
District Manager

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*"Conserving natural resources for our future"*

[www.nccdwyoming.com](http://www.nccdwyoming.com)



# Department of Environmental Quality

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



Matthew H. Mead, Governor

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

Todd Parfitt, Director

June 2, 2016

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

RE: **Non-Adverse Recommendation, SST Industrial Park, Natrona County**  
WDEQ Application #16-189

Dear Commissioners

The Wyoming Department of Environmental Quality has completed the review of the proposed 31-Lot SST Industrial Park, located in a portion of the NW ¼, N ½ SW ¼ of Section 29, and the N ½ SE ¼, SW ¼ SE ¼, E ½ NE ¼, of Section 30, Township 34 North, Range 80 West, Natrona County, WY. The information was submitted by WLC Engineering, Surveying and Planning, signed by Bradley Holwegner, P.E., a Wyoming Licensed Professional Engineer. This letter represents the recommendations of the Wyoming Department of Environmental Quality as required by W.S. §18-5-306 (c).

**Findings as to the safety and adequacy of the proposed sewage system:**

The proposed sewage system is to connect to an existing public sanitary sewer system and will be owned and operated by Six Mile Improvement and Service District. The improvements for this subdivision will need to be reviewed and permitted by WDEQ/Water and Wastewater Program. The information submitted addresses the safety and adequacy of the proposed sewage system

**Findings as to the safety and adequacy of the proposed water system:**

The proposed water system is to connect on to the Vista West Water system. The WDEQ/Water and Wastewater Program has the responsibility of permitting the proposed improvements for this subdivision. The information submitted addresses the safety and adequacy of the proposed water system.

**State Engineer's Office (SEO) Comments:**

The State Engineer's Office (SEO) has provided comments pertaining to this proposed subdivision. The SEO stated that they were NOT SUPPORTIVE of the development, due to water rights issues related to the Casper Alcova Irrigation District attached to the subdivision lands. We recommend that the developer work with the SEO on this issue as soon as possible. We have attached the comments from the SEO with this correspondence.



Cheyenne  
200 West 17<sup>th</sup> St., 4<sup>th</sup> Floor 82002  
(307) 777-7937

Lander  
510 Meadowview Drive 82520  
(307) 332-3144

Sheridan  
2100 W. 5<sup>th</sup> St. 82801  
(307) 673-9337



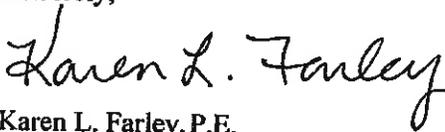
**Conclusions:**

The Wyoming Department of Environmental Quality has "No Adverse" recommendations applicable to the SST Industrial Park subdivision.

**Disclaimer:**

Nothing in Wyoming Department of Environmental Quality recommendations or comments regarding the WLC Engineering, Surveying, and Planning, Inc., proposal for the SST Industrial Subdivision shall be construed to relieve SST Development of the obligation to obtain any permits or additional approval from any local, state, or federal agencies as required by law, rules, regulations, or ordinances. Nothing in these recommendations commits the Wyoming Department of Environmental Quality, City of Casper, or Vista West Water Company to the issuance of required permits for construction, operation, or modification of the existing sanitary sewer and water supply.

Sincerely,



Karen L. Farley, P.E.

Northeast District Supervisor

Water and Wastewater Program, Wyoming Water Quality Division

Enc. SEO Comments

cc: Jeff Wilmetti, SST Development, 8901 West Yellowstone Highway, Casper, WY 82604  
Marlon Holmquist, Vista West Water Company, P.O. Box 565, Casper, WY 82602  
Tisha Chavis, Eastern County Planning Office, 100 North Center, Rm 202, Casper, WY 82601  
Ruth Heald, NCHD, 475 S. Spruce Street, Casper, WY 82601  
Brad Holwegner, PE, WLC, 200 Pronghorn, Casper, WY 82601  
Dave Hill, City of Casper, 200 North David, Casper, WY 82601  
WDEQ Subdivision file  
IPS (Cheyenne)



# State Engineer's Office

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

MATTHEW H. MEAD  
GOVERNOR

PATRICK TYRRELL  
STATE ENGINEER

April 4, 2016

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

RE: SST Industrial Park Subdivision (WDEQ 16-109<sup>189</sup>), Natrona County

Dear Mr. Chairman:

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

The proposed subdivision is to be located in parts of the W $\frac{1}{2}$  of Section 29, T34N, R80W, and parts of the E $\frac{1}{2}$  of Section 30, T34N, R80W, Natrona County, Wyoming. Water supply is proposed to be provided through a connection to the existing Vista West Water System. Based upon the review of both the subdivision application and a preliminary search of the agency's water rights database, I offer the following:

1. If any new wells are proposed, they must be constructed in accordance with the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of any water well.
2. The procurement of the necessary and appropriate State Engineer water right permit allows the applicant to attempt to develop a water supply adequate to meet the proposed needs, and is no guarantee that any water will be physically available.
3. Any well not to be used must be properly plugged and abandoned as outlined in the above referenced rules and regulations.
4. Any wells developed for uses that do NOT fall within the definition of domestic or stock use require adjudication by the Wyoming Board of Control.
5. This area appears to be located within the water service area of the Central Wyoming Regional Water System.
6. The water right search revealed other existing water rights, related to the Casper Alcova Irrigation District, attaching to the subdivision lands. This being the case, this office must require that these water rights be addressed as outlined in Wyoming Statute 18-5-306(a)(xi). As of the date of this letter, the Board of Control Division of the State Engineers Office has not received this required documentation.

Surface Water  
(307) 777-6475

Ground Water  
(307) 777-6163

Board of Control  
(307) 777-6178

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

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

In summary, the State Engineer's Office is NOT SUPPORTIVE of approving the development of the proposed action at this time, until item #6 has been adequately addressed.

In all correspondence regarding this application, please reference "State Engineer Subdivision Review Number 2016-06-1".

If you have any questions, please feel free to contact me at (307) 777-6166, or if you prefer email, at [markus.malessa@wyo.gov](mailto:markus.malessa@wyo.gov). Thank you for the opportunity to comment on the subdivision application.

## Trish Chavis

---

**From:** Glenn Januska <[gjanuska@iflycasper.com](mailto:gjanuska@iflycasper.com)>  
**Sent:** Tuesday, May 17, 2016 5:53 AM  
**To:** Trish Chavis  
**Subject:** RE: SST Subdivision

Then other than having the avigation easement, we're fine with it.

Glenn

**From:** Trish Chavis [<mailto:tchavis@natronacounty.wy.gov>]  
**Sent:** Monday, May 16, 2016 1:11 PM  
**To:** Glenn Januska <[gjanuska@iflycasper.com](mailto:gjanuska@iflycasper.com)>  
**Subject:** RE: SST Subdivision

Yes that is correct.

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

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

**From:** Glenn Januska [<mailto:gjanuska@iflycasper.com>]  
**Sent:** Monday, May 16, 2016 12:58 PM  
**To:** Trish Chavis  
**Subject:** RE: SST Subdivision

Thanks Trish, and the 2000 Zoning Document is the most current one?

Glenn

**From:** Trish Chavis [<mailto:tchavis@natronacounty.wy.gov>]  
**Sent:** Monday, May 16, 2016 7:37 AM  
**To:** Glenn Januska <[gjanuska@iflycasper.com](mailto:gjanuska@iflycasper.com)>  
**Subject:** RE: SST Subdivision

Currently the property is zoned Light Industrial.

**Trish Chavis**, Planner  
Natrona County Development Department  
200 N. Center St. Ste 202  
Casper, WY 82601

(307)235 9330

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

**From:** Glenn Januska [<mailto:gjanuska@iflycasper.com>]  
**Sent:** Saturday, May 14, 2016 9:24 AM  
**To:** Trish Chavis  
**Subject:** RE: SST Subdivision

Trish –

We (Airport) do not have any problems with the subdivision provided we have the aviation easement over the property and that the land is not zoned to allow incompatible uses. Can you tell me what the land is zoned for (I'm assuming nothing that would allow residential, daycare, etc.)?

Glenn

**From:** Trish Chavis [<mailto:tchavis@natronacounty-wy.gov>]  
**Sent:** Thursday, April 7, 2016 9:58 AM  
**To:** Julie Jackson <[jjackson@natronacounty-wy.gov](mailto:jjackson@natronacounty-wy.gov)>; [rheald@cnchd.org](mailto:rheald@cnchd.org); Dawn Sabec <[dsabec@natronacounty-wy.gov](mailto:dsabec@natronacounty-wy.gov)>; [lisa.ogden@wy.nacdn.net](mailto:lisa.ogden@wy.nacdn.net); Blythe, Leslie ([Leslie.Blythe@rockymountainpower.net](mailto:Leslie.Blythe@rockymountainpower.net)) <[Leslie.Blythe@rockymountainpower.net](mailto:Leslie.Blythe@rockymountainpower.net)>; Bob Fawcett <[bfawcett@natronacounty-wy.gov](mailto:bfawcett@natronacounty-wy.gov)>; Mike Haigler <[mhaigler@natronacounty-wy.gov](mailto:mhaigler@natronacounty-wy.gov)>; Collier, Bob ([Bob.Collier@rockymountainpower.net](mailto:Bob.Collier@rockymountainpower.net)) <[Bob.Collier@rockymountainpower.net](mailto:Bob.Collier@rockymountainpower.net)>; Glenn Januska <[gjanuska@iflycasper.com](mailto:gjanuska@iflycasper.com)>  
**Subject:** SST Subdivision

All-

Please see the attached SST Subdivision. This will be a major subdivision with approximately 30 lots just southwest of the Airport. Please review this subdivision and send me any comments or concerns that you may have.

If you need anything else please don't hesitate to contact me.

Thank you,

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

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

**From:** Brad Holwegner [<mailto:bholwegner@wicwyo.com>]  
**Sent:** Friday, March 25, 2016 9:27 AM

**To:** Trish Chavis  
**Subject:** RE: SST Subdivision

Trish,

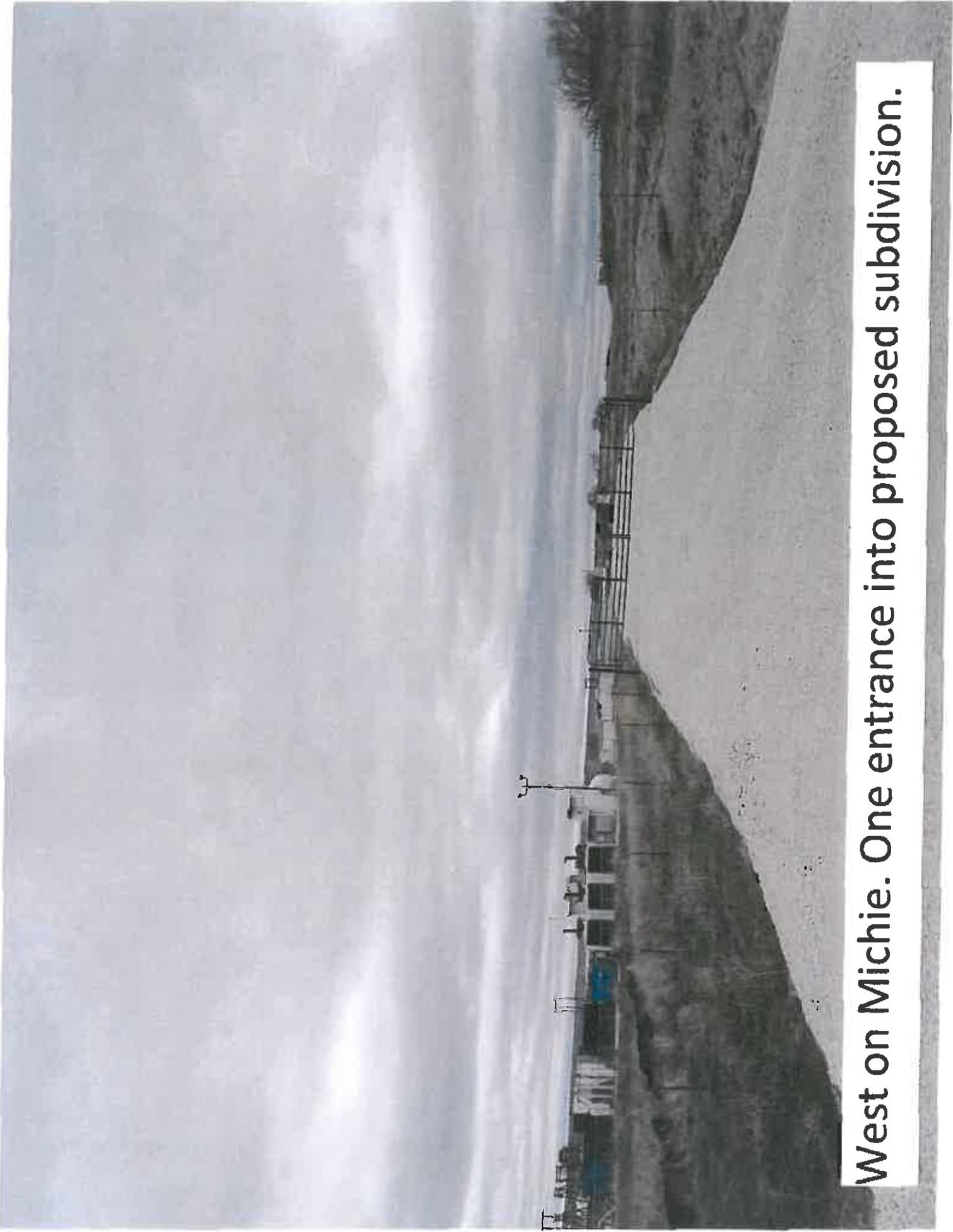
Please see SST Preliminary Plat in pdf. I am still working on getting you the CAD copy.

Thanks,

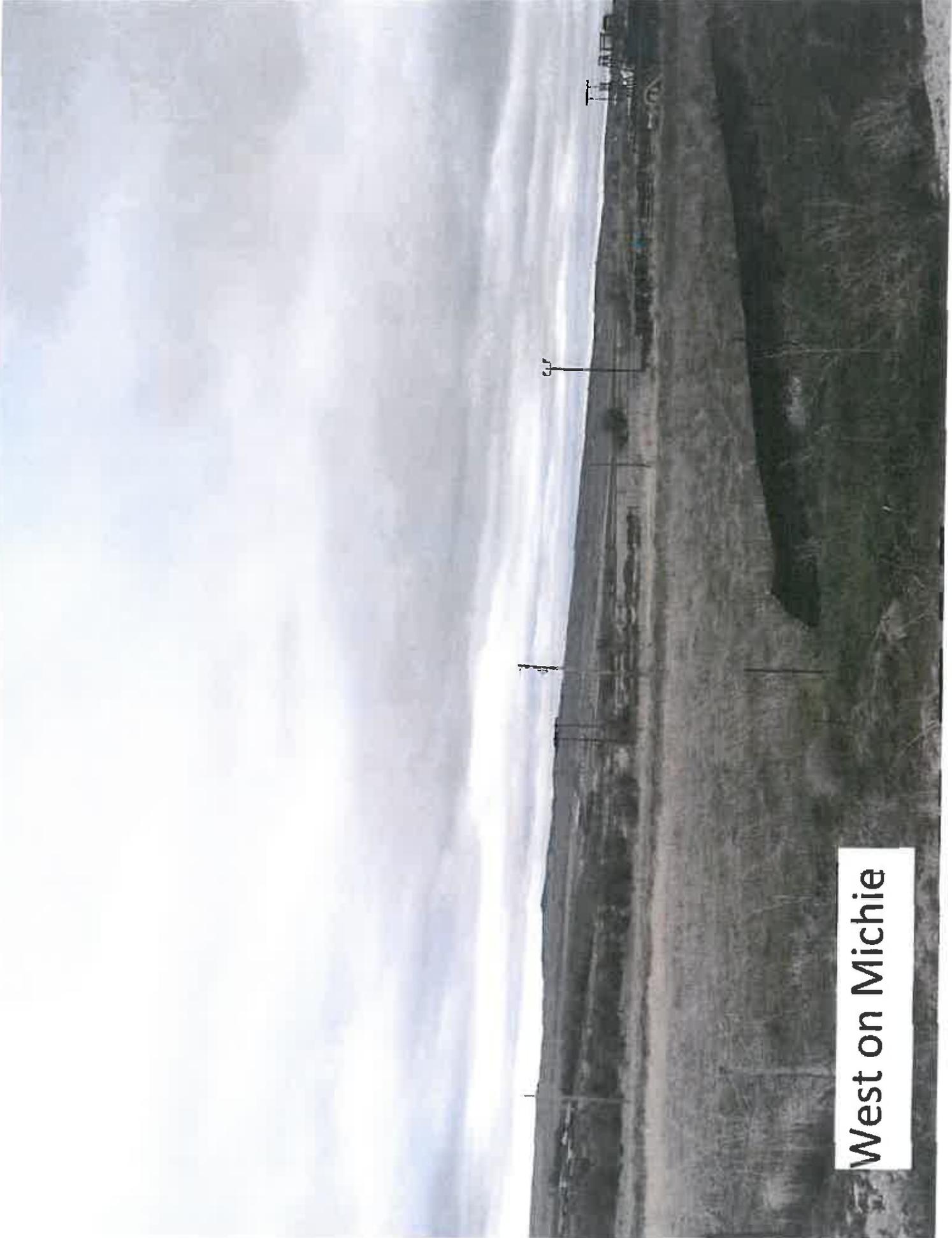
Brad



South on Michie



**West on Michie. One entrance into proposed subdivision.**



West on Michie

East on Michie

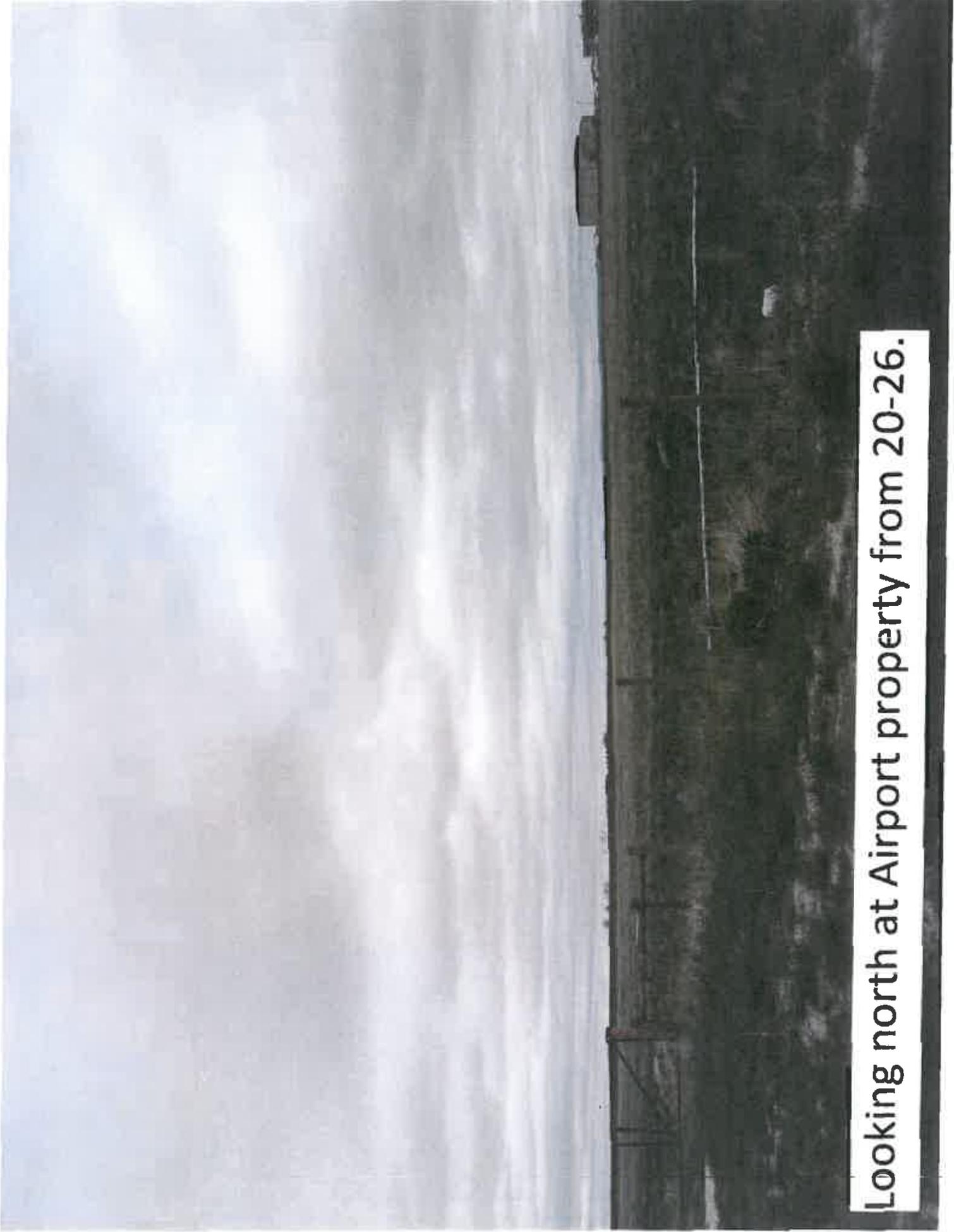




Looking east on 20-26



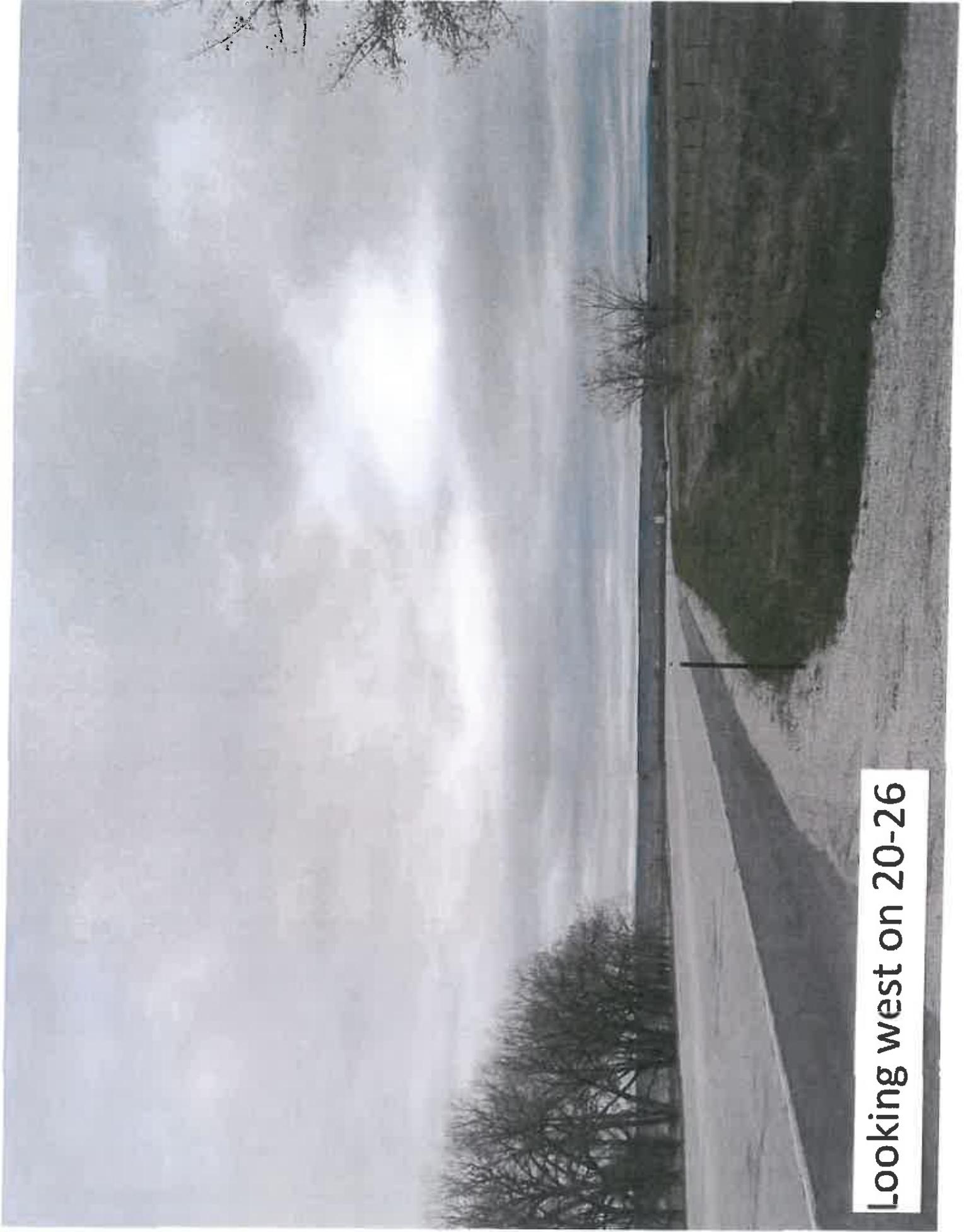
More proposed subdivision area from 20-26



Looking north at Airport property from 20-26.



Proposed subdivision area from Highway 20-26



Looking west on 20-26

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# NATRONA COUNTY

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## Development Department

200 North Center Street, Room 205  
Casper, WY 82601

Jason Gutierrez, PE, Director  
County web: [www.natronacounty-wy.gov](http://www.natronacounty-wy.gov)

Phone: 307-235-9435  
Fax: 307-235-9436  
Email: [jgutierrez@natronacounty-wy.gov](mailto: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:** June 15, 2016

**RE:** **PS16-3** – Request for approval of Bypass Industrial Park Major Subdivision of approximately 4.7 acres.

**cc:** Applicant, County Attorney, File

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**Planning and Zoning Commission Recommendation:**

**Approve**

At its June 14, 2016 meeting, the Planning and Zoning Commission, with 2 Commissioners absent, acted unanimously to recommend approval of the requested subdivision.  
(Motion passed unanimously to approve)

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

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

June 14<sup>th</sup> - 2008

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

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

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

1. Applicant: Roadrunner, LLC Owner: Same  
Name Roadrunner, LLC Name Same
2. Address 4361 Sunrise Dr. Address \_\_\_\_\_  
Casper, WY 82604
3. Phone \_\_\_\_\_ Phone \_\_\_\_\_
4. Explain why you are requesting this major subdivision and detail the proposed use:  
Adjusting lot line to better develop the property.
5. Legal description, acreage and Parcel Identification number (PID) (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).  
Lot 17 - Second Amended Final Plat Bypass Industrial Park  
Lot 18 - Bypass Industrial Park
6. Current zoning of property Light Industrial
7. Type of sewage disposal Public  Septic  Holding Tank  Other
8. Source of Water Wardwell Water & Sewer
9. This property was purchased from: JJL Investments, Inc.
10. The date this property was purchased Lot 18 - 2008  
Lot 17 - 2006

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge.

Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) further understand that all application fees are non-refundable.

Applicant Thomas Browne, MEMBER 05/21/2016  
(Signature) Date

Owner Thomas Browne, MEMBER 05/21/2016  
(Signature) Date



REQUEST FOR APPROVAL OF PRELIMINARY PLAT  
FOR  
BYPASS INDUSTRIAL PARK NO. 2

PS16-3

STAFF REPORT: Trish Chavis  
May 27, 2016  
For  
June 14, 2016  
Planning and Zoning Commission Meeting  
&  
July 5, 2016  
Board of County Commissioner Meeting

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APPLICANT: Roadrunner, LLC

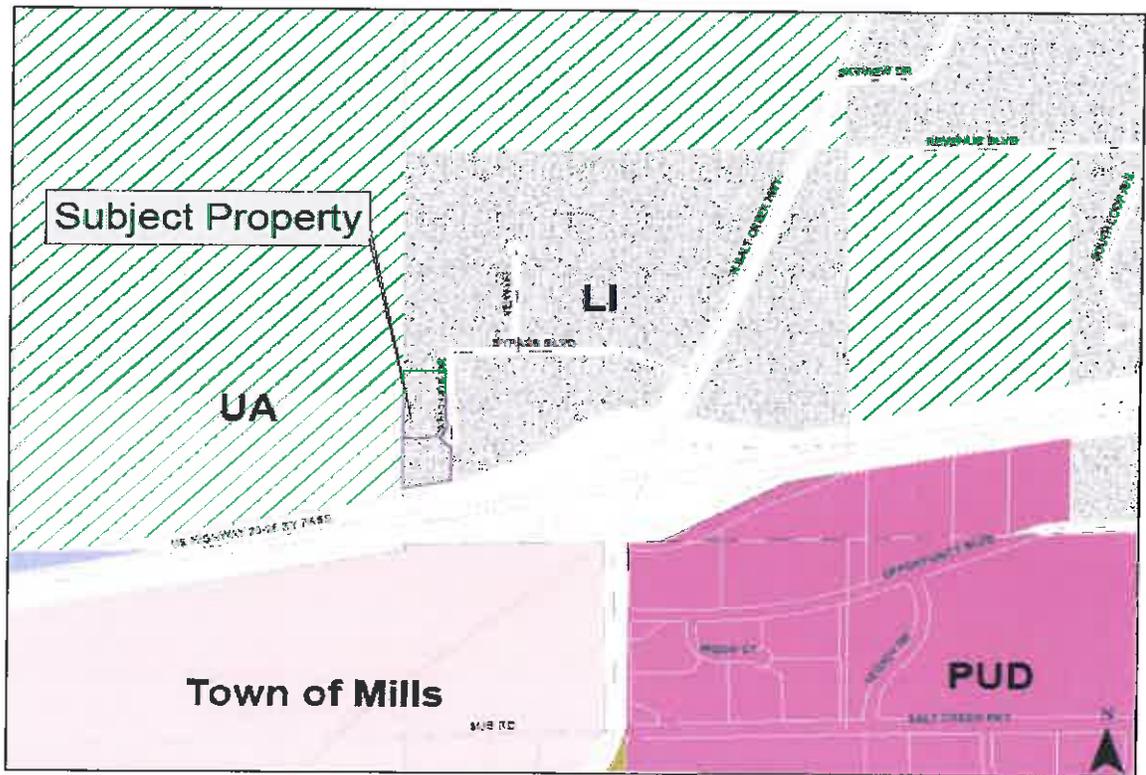
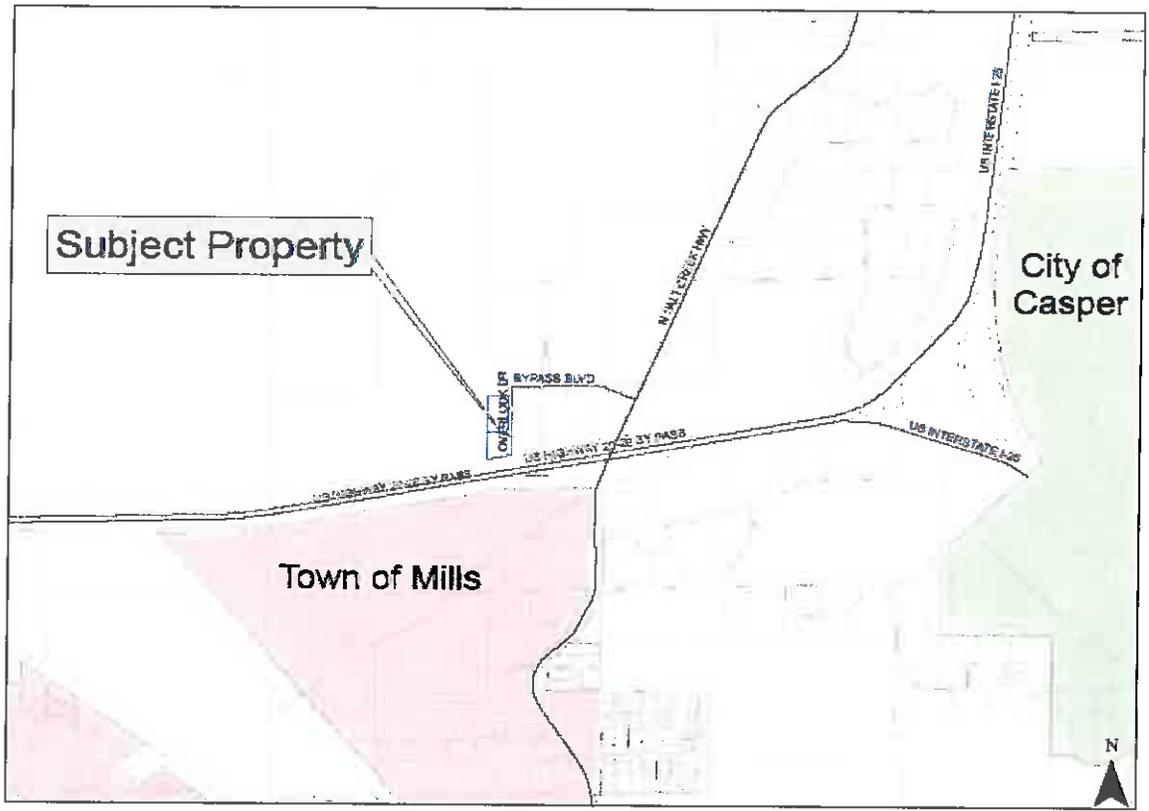
REQUEST: Approval of the final plat of Bypass Industrial Park No. 2

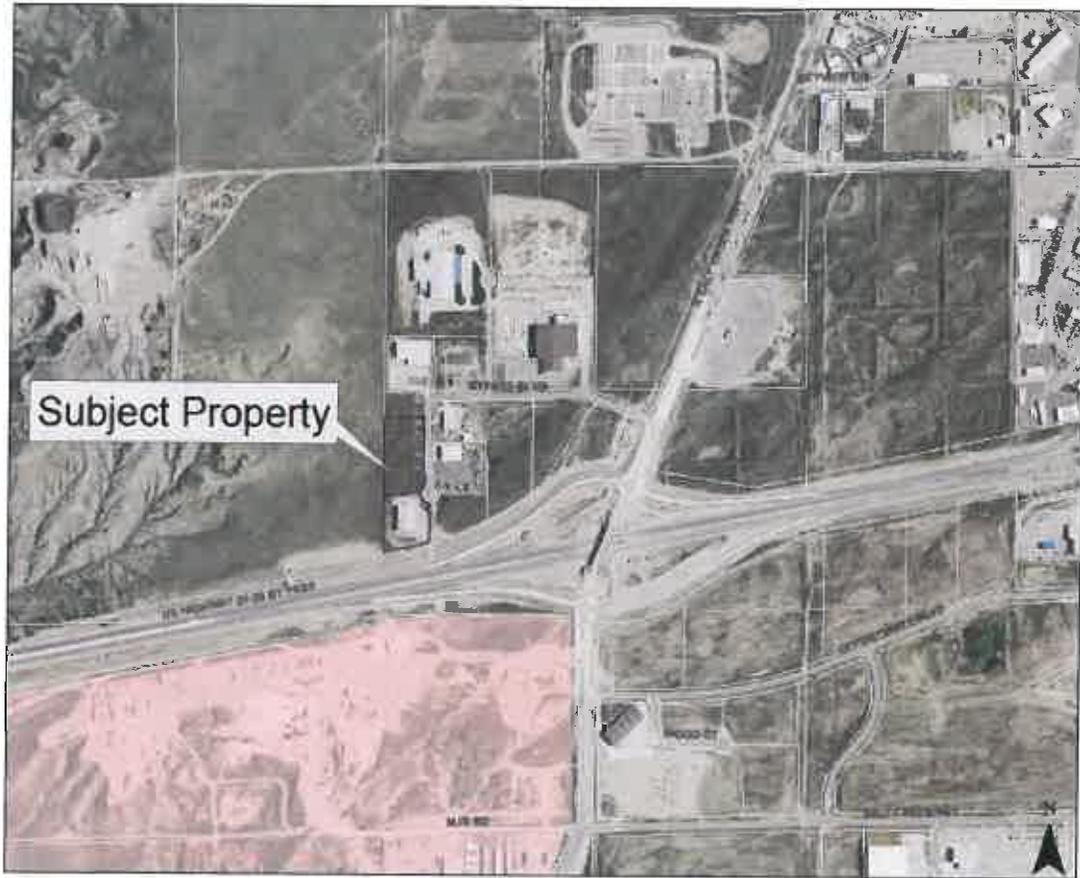
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LOCATION AND ZONING

The proposed Bypass Industrial Park No. 2 is comprised of approximately 4.7 acres and is located in portions of Section 31, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The parcels are located west of Salt Creek Highway and north of US Highway 20-26 Bypass.

The subject parcel is zoned Light Industrial (LI) with the south being US Highway 20-26, north and east is Light Industrial (LI) and the west is Urban Agriculture (UA).





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### DEFINITION AND APPLICATION

1. Intent and purpose. The intent and purpose of the Light Industrial District is to provide for light manufacturing and storage facilities. *Zoning Resolution of Natrona County, Wyoming, Chapter VI, Section 11 at page 42.*

The proposed Bypass Industrial Park No. 2 will provide lots for manufacturing and storage facilities.

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

The proposed Bypass Industrial Park No. 2 will consist of three (3) lots.

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GENERAL STANDARDS  
FOR  
MAJOR SUBDIVISIONS

1. Criteria for Approval

- a) Is the subdivision consistent with the 1998 Natrona County Development Plan and the Natrona County Zoning Resolution?

The proposed Bypass Industrial Park No. 2 is located in Neighborhood 12 – Northwest and is not consistent with the Natrona County Development Plan. The Development Plan recommends rangeland/open space, marginal access limits development. (Pg. 5-31)

Proposed finding of fact: Bypass Industrial Park was rezoned from Urban Agriculture to Light Industrial in September of 2002. Bypass Industrial Park No. 1 was approved and recorded in 2007. The applicant is seeking to divide lots within an approved subdivision already zoned industrial.

- b) Is the subdivision in conformance with the General Provision (Chapter 1) and Subdivision Design Standards (Chapter 7)?

The proposed subdivision meets the criteria and is within one mile of the Town of Mills and the City of Casper, both municipalities have been notified. The subdivision is within the City of Casper’s growth area and the applicant has addressed their comments.

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

Proposed finding of fact. The proposed subdivision will have public water provided by Wardwell Water and Sewer. DEQ has reviewed the subdivision and has no concerns.

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

Proposed finding of fact. The proposed subdivision will have public sewer provided by Wardwell Water and Sewer. DEQ has reviewed the subdivision and has no concerns.

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

Natrona County Conservation District recommends minimizing erosion before, during and after construction of any roads, buildings, and parking areas. Re-seeding and planting needs to be implemented in a timely manner in order to minimize erosion of sands.

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

This subdivision will be within the Natrona County Sheriff's jurisdiction. The proposed subdivision has adequate utility easements. No recreation or schools are proposed. The Natrona County Fire Marshal has reviewed the proposed subdivision. He has no concerns with this subdivision.

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

Proposed finding if fact: The proposed subdivision lies within a larger industrial park, the uses will be the same as the neighbors within the subdivision.

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

A Declaration of Covenants, Conditions and Restrictions for Bypass Industrial Park was recorded in May of 2004. Article 4 of these covenants pertains to the maintenance assessments for the internal roads of the subdivision.

Proposed findings of fact: Staff has received confirmation from the Bypass Industrial Park Owner's Association that the new lot will be included in their covenants and road maintenance.

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

Proposed finding of fact: Water, sewer and utilities are in place and no guarantee is required.

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#### PROPOSED MOTION

Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested Bypass Industrial Park No. 2, by the Board of County Commissioners.

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#### PUBLIC COMMENT

As of the date of this staff report no comments have been received. Staff sent public notice to 213 neighbors within one mile.

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April 20, 2016

**Bypass Industrial No. 2 – Review of proposed replat**

**CITY OF CASPER - STAFF COMMENTS**

**Community Development:**

1. Dedicate all easements, including sanitary sewer and drainage.
2. Remove outline for existing building.
3. Label subdivision to the east.
4. Provide brass caps on corners.

**Engineering**

5. No comments from CPU. Note that water and sewer is provided by the Wardwell Water & Sewer District.
6. Additional comments are forthcoming. Please contact Jason Knopp, City Engineer, for more information.

**Fire Department:**

7. No Comments



4/13/16  
CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

April 13, 2016

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

RE: Bypass Industrial Park No. 2

In checking the plat referenced above, please note the following comments and necessary corrections:

**Bypass Industrial Park No. 2**

1. There appears to be a WYDOT taking along the south line of Lot 18, please provide Instrument Number or other data to note this boundary adjustment.
2. The southeast corner was set with no controlling corner to the east. Please provide more information on how that corner was set.
3. You note a rebar at the northeast corner, it would be prudent and necessary to include an aluminum cap on that rebar.
4. No onsite investigation has been performed to confirm the referenced monumentation.

Respectfully Submitted,

  
Don A. Davis, L.S.

## Peggy Johnson

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To: Peggy Johnson  
Subject: FW: Bypass Industrial Park

From: Keith Tyler [<mailto:keithpt@earthlink.net>]  
Sent: Wednesday, May 04, 2016 11:16 AM  
To: Trish Chavis  
Cc: 'Tom'  
Subject: RE: Bypass Industrial Park

Trish,

Yes we do have an active owner's association that maintains the roads and has an assessment process to raise money to do so. The newly created lot will be part of that association. Let me know if you need anything further.  
Keith

From: Trish Chavis [<mailto:tchavis@natronacounty-wy.gov>]  
Sent: Tuesday, April 26, 2016 1:34 PM  
To: [keithpt@earthlink.net](mailto:keithpt@earthlink.net)  
Subject: Bypass Industrial Park

Mr. Tyler,

We have an applicant who is looking to replat 2 lots within Bypass Industrial Park into 3 lots, this is considered a Major Subdivision. In reviewing the existing subdivision, I see that there are Covenants and Restrictions for the subdivision. With the 2013 Subdivision Regulations, a Major Subdivision requires the applicant to join an existing ISD or form one for the access to/within the subdivision.

Are you still a part of the Bypass Industrial Park Owner's Association or if not, do you know who I can contact? I have to show evidence that the new lot will be incorporated into the existing association for road maintenance.

I hope I didn't confuse you too much, if you have any questions please let me know.

Thank you,

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

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



## Natrona County Conservation District

5888 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, ext. 5592

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May 23, 2016

Natrona County Planning & Development  
Attn: Trish Chavis  
200 North Center Street, Room 202  
Casper, Wyoming 82601

**RE: By-Pass Industrial Park #2 Subdivision Review**

Dear Ms. Chavis:

Included are a Soil Resource Report and Subdivision Review Checklist for the proposed By-Pass Industrial Park #2 Subdivision reviewed and discussed by the Natrona County Conservation District (NCCD) Board of Supervisors during their May 17, 2016 board meeting. Please review the checklist for specific comments and recommendations regarding this subdivision proposal.

The Board recommends minimizing erosion before, during and after construction of any roads, buildings, and parking areas. Re-seeding and replanting needs to be implemented in a timely manner in order to minimize erosion of sands. This will also limit the spread of weeds. The use of vegetative buffers around the subdivision is highly recommended, both for wind breaks and control of water runoff above and below the ground. The Board of Supervisors recommends contacting Natrona County Weed and Pest for further information regarding weed control.

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

Sincerely,

Lisa Ogden  
District Manager

## Trish Chavis

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**From:** Karen Farley <karen.farley@wyo.gov>  
**Sent:** Monday, April 18, 2016 1:28 PM  
**To:** Trish Chavis  
**Subject:** Re: FW: Bypass Subdivision

Trish,

I contacted Gloria at Wardwell, since these lots are served by them, concerning the water and sewer capacities. Gloria did not have any issues, so as a result, I do not have anything else to comment on at this time.

Hope this is an adequate response? If not, please let me know!

Thanks,  
Karen

On Tue, Apr 12, 2016 at 10:59 AM, Trish Chavis <[tchavis@natronacounty-wy.gov](mailto:tchavis@natronacounty-wy.gov)> wrote:

Thank you.

**Trish Chavis**, Planner

Natrona County Development Department

200 N. Center St. Ste 202

Casper, WY 82601

[3071235 9330](tel:30712359330)

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**From:** Karen Farley [mailto:[karen.farley@wyo.gov](mailto:karen.farley@wyo.gov)]  
**Sent:** Tuesday, April 12, 2016 10:52 AM

To: Trish Chavis  
Subject: Re: FW: Bypass Subdivision

The Health Dept, since they are tasked with having to sign off on the mylars, and really have no knowledge of the capacities of the public water and sewer systems, have been asking me to provide comments which I am happy to do. The problem comes when I don't have enough information to make a valid assessment without more of an in-depth study done on the utilities. A Chapter 23 is often the means to do that. I'll have to see if I will need further information on this one and get back to you.

Thanks,

Karen

On Tue, Apr 12, 2016 at 10:37 AM, Trish Chavis <[trishchavis@natronacounty-wy.gov](mailto:trishchavis@natronacounty-wy.gov)> wrote:

No they don't. 5 lots or less are at the discretion of the Health Department. It was my understanding that you wanted to review them if they had public water /sewer but a full Chapter 23 may not be necessary.

**Trish Chavis**, Planner

Natrona County Development Department

200 N. Center St. Ste 202

Casper, WY 82401

[3071235-9330](tel:3071235-9330)

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**From:** Karen Farley [mailto:[karen.farley@wyo.gov](mailto:karen.farley@wyo.gov)]  
**Sent:** Tuesday, April 12, 2016 10:36 AM

**To:** Trish Chavis  
**Subject:** Re: FW: Bypass Subdivision

I assume that it will need to go through a Chapter 23 review - I believe that is in the county subdivision regulations? Don't all majors have to have a Chapter 23 review done?

Thanks,

Karen

On Tue, Apr 12, 2016 at 10:21 AM, Trish Chavis <[tchavis@natronacounty-wv.gov](mailto:tchavis@natronacounty-wv.gov)> wrote:

Karen-

With our subdivision regulations this will go through the "Major Subdivision" process because it has been previously platted. I do not know what steps you want the applicant to take (Ch 23?) but I did send it to you since it is on public water and sewer. Please advise how you would like the applicant to proceed.

Thank you,

**Trish Chavis**, Planner

Natrona County Development Department

200 N. Center St. Ste 202

Casper, WY 82601

[307.235-9330](tel:307235-9330)

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**From:** Karen Farley [mailto:[karen.farley@wyo.gov](mailto:karen.farley@wyo.gov)]  
**Sent:** Tuesday, April 12, 2016 10:20 AM  
**To:** Trish Chavis  
**Subject:** Re: FW: Bypass Subdivision

Trish,

So is this going to end up being treated as a major subdivision?

Karen

On Tue, Apr 12, 2016 at 10:08 AM, Trish Chavis <[tchavis@natronacounty-wy.gov](mailto:tchavis@natronacounty-wy.gov)> wrote:

All-

Please see the attached Bypass Industrial Park No. 2. The proposed subdivision will be a vacation and replat of lots 17 and 18 into 3 lots. The existing lots are on Wardwell water and sewer.

Please review this subdivision and send me any comments you may have.

Thank you,

**Trish Chavis** Planner

Natrona County Development Department

201 N. Center St. Ste 202

Casper, WY 82601

[307.235.9330](tel:3072359330)

## Trish Chavis

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**From:** Bob Fawcett  
**Sent:** Tuesday, April 12, 2016 10:38 AM  
**To:** Trish Chavis  
**Subject:** RE: Bypass Subdivision

I have no issues with this.

*Bob Fawcett  
Fire Marshal  
Natrona County Fire Protection District  
307.234.8826*

**From:** Trish Chavis  
**Sent:** Tuesday, April 12, 2016 10:09 AM  
**To:** DON DAVIS- ([dond@wicwyo.com](mailto:dond@wicwyo.com)) <[dond@wicwyo.com](mailto:dond@wicwyo.com)>; Dawn Sabec <[dsabec@natronacounty.wy.gov](mailto:dsabec@natronacounty.wy.gov)>; Julie Jackson <[jjackson@natronacounty.wy.gov](mailto:jjackson@natronacounty.wy.gov)>; [rheald@cnchd.org](mailto:rheald@cnchd.org); Karen Farley-DEQ ([karen.farley@wyo.gov](mailto:karen.farley@wyo.gov)) <[karen.farley@wyo.gov](mailto:karen.farley@wyo.gov)>; [lisa.orden@wy.nacdn.net](mailto:lisa.orden@wy.nacdn.net); Bob Fawcett <[bfawcett@natronacounty.wy.gov](mailto:bfawcett@natronacounty.wy.gov)>; Kevin O'Hearn ([kohearn@millswy.gov](mailto:kohearn@millswy.gov)) <[kohearn@millswy.gov](mailto:kohearn@millswy.gov)>; Scott Radden ([sradden@wicwyo.com](mailto:sradden@wicwyo.com)) <[sradden@wicwyo.com](mailto:sradden@wicwyo.com)>  
**Cc:** Craig Collins ([ccollins@casper.wy.gov](mailto:ccollins@casper.wy.gov)) <[ccollins@casper.wy.gov](mailto:ccollins@casper.wy.gov)>  
**Subject:** FW: Bypass Subdivision

All-

Please see the attached Bypass Industrial Park No. 2. The proposed subdivision will be a vacation and replat of lots 17 and 18 into 3 lots. The existing lots are on Wardwell water and sewer.

Please review this subdivision and send me any comments you may have.

Thank you,

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

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**From:** Bill [<mailto:billf@cep-casper.com>]  
**Sent:** Tuesday, April 12, 2016 7:27 AM  
**To:** Trish Chavis  
**Subject:** RE: Bypass Subdivision

Trish:

10

North





Looking east across from proposed subdivision



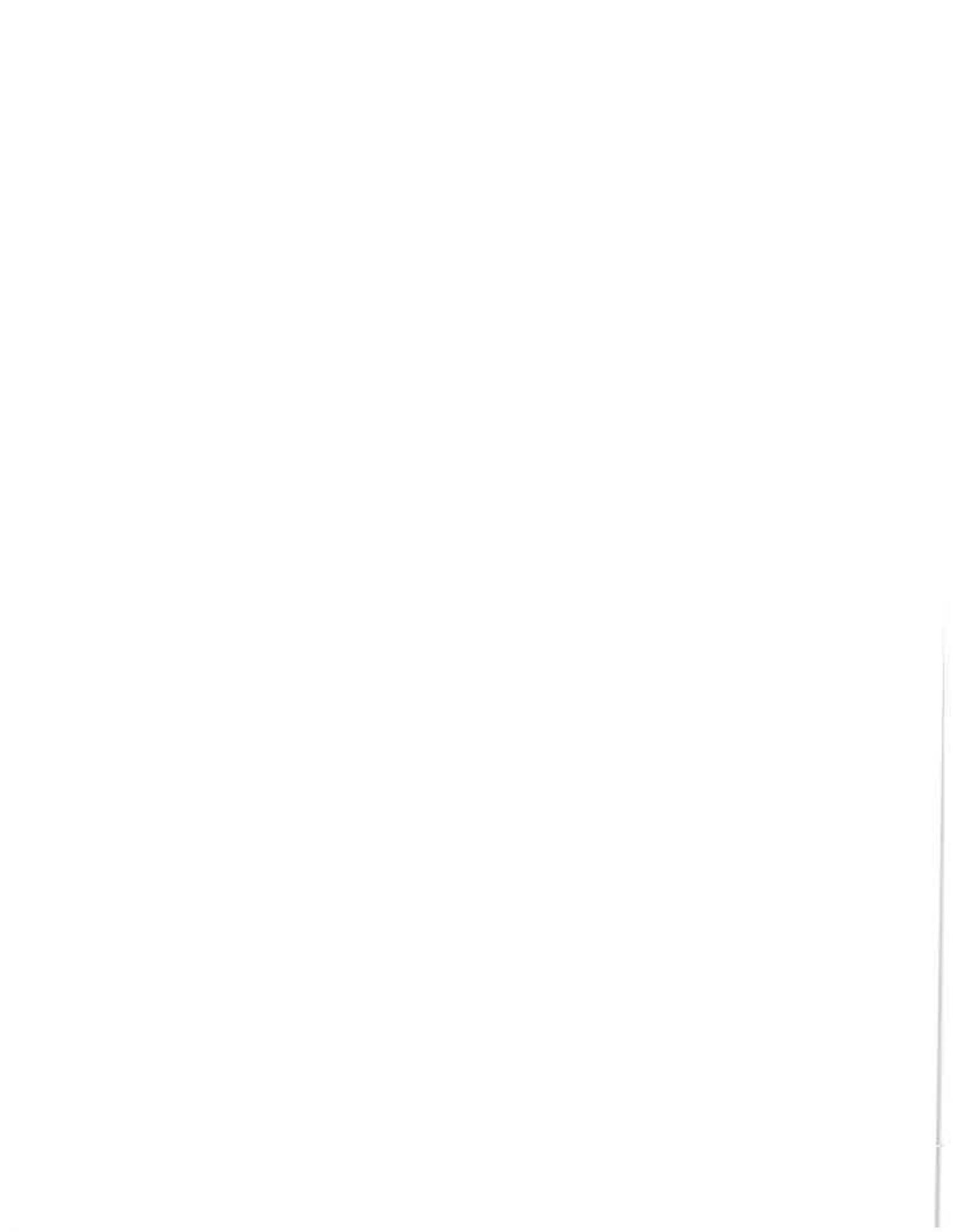
South



West



**2016**  
**Natrona County**  
**Development Plan**



## Purpose of the Development Plan

The Natrona County Development Plan is an official guidance document adopted by the Board of County Commissioners as a policy guide for making decisions about the physical development of the County. It indicates how public officials and citizens desire the local area (referred to as the “planning area”) to develop in the future. It is an official statement of a governing body which outlines its major policies concerning future physical development. (For current zoning of a lot or parcel please refer to the Zoning Resolution of Natrona County).

Natrona County has jurisdiction over land development on private lands and County owned lands in the unincorporated areas of the County, through zoning and subdivision regulations. In addition, there are critical relationships with the municipalities in the County and federal land managers that determine how land will be developed.

It is the duty of Natrona County to administer its jurisdiction and relationships so that the people of Natrona County are able to use their land in a safe, effective manner, free from conflicts and in an economically viable fashion. It is the Board of County Commissioners duty to help insure that lands under County jurisdiction are sustained and provide a viable economic base for the County and its residents.

The purpose of the County Development Plan is intended to:

- Establish land use designations for the urban and rural areas of the County, so that the urban and rural communities can develop in a logical manner;
- Establish land development policies so that the current zoning resolution and subdivision regulations can be updated and effectively administered;
- Establish through the Goals, Policies, and Actions, in Chapter 2, a program for implementation of the plan and actions to develop a planning program in the County;
- Establish interagency coordination between the County, municipalities, and other agencies;

The plan is intended to be a living document. Implementation should be monitored and the plan reviewed every five (5) years and updated every twenty (20), or as needed to reflect changing conditions and values.

## How to use the County Development Plan

The Plan is most effectively used as a reference document on an ongoing basis. There are too many comprehensive issues addressed to be able to read the document one time and remember all of the specifics.

- The county can best use the document by referring to goals and the specific development policies in reviewing and making land development decisions.
- Individual land owners can use the document to determine the proposed land use and established development policies and work within the planning process in development of their lands.
- Municipalities can use the document in interacting with the county on issues of mutual concerns in the urban area.
- Developers and industry can use the plan to determine county policy and work with the county in a joint effort to provide quality land development in the county and strengthen and diversify the economic base.
- Public land managers can use the plan while interacting with the county on issues of mutual concerns in the rural area.
- Finally, the county can gain maximum benefit from the plan by continuous review and updating of the plan at regular intervals, such as reviewing every five (5) years, to ensure that the plan's policies match changes in the economy and development patterns and update every twenty (20) or as needed to reflect changing conditions.

## Organization of the County Development Plan

The Goals, Policies and Actions set out goals, specific land development policies and tasks to accomplish the planning process. Specific issues, such as irrigated lands, transportation, water and sewer, and many others are addressed specifically in the goals in Chapter 2. Refer to this chapter for policy on these issues. Many issues addressed in Chapter 2 apply to several other areas. For example, irrigated land policies apply in both rural and growth management areas, as do transportation and access issues.

Chapter 5, the Growth Management Plan deals with the development of lands within the urban area around Casper and the other municipalities and the required interaction between the jurisdictions concerning growth.

Chapter 6, the Rural Area Plan outlines policies of the county in support of the traditional uses of agriculture and mineral development without encroachment of urban development.

Chapter 7, the Federal and State Land Use Policy, establishes county policy and a program for working with the public land managers to ensure sustainability of the economic base, the land and public use of public land.

## PUBLIC MEETINGS

A series of open houses were scheduled to allow the public to review the plan in an informal and informative setting. Development Department staff, members of the BOCC and Planning Commission were in attendance to discuss the plan on an individual basis, maps were provided to mark up, answer questions and solicit input on the plan from the public meeting.

A tab was created on the Natrona County website to post updates on the Development Plan and a schedule of meetings and their locations.

Commissioner Meeting Room (CMR)  
 Agricultural Resources & Learning Center (ARLC)  
 Evansville Community Center (ECC)  
 Planning Meeting Room (PMR)

Below is a list of the dates and location of the public meeting that were held:

<u>Date in 2013</u>	<u>Location</u>	<u>Area of discussion</u>
Friday, August 23	CMR	Kick-off Meeting
Thursday, November 7	ARLC	Entire County
Tuesday, December 17	CMR	BOCC Work Session
<u>Date in 2014</u>	<u>Location</u>	<u>Area of discussion</u>
Tuesday, January 21	CMR	BOCC Work Session
Thursday, January 23	ARLC	Entire County
Tuesday, April 15	CMR	BOCC Work Session
Thursday, May 1	ARLC	Entire County
July – Board of County Commissioners accept KIJ Amendment		
July – Commence the update of the Development Plan in whole		
Thursday, September 4	ARLC	Airport East & West, Vista West
Thursday, September 11	ECC	Cole Creek & East River
Thursday, October 2	ARLC	Alcova, Casper Mtn, Red Butte, Bessemer
<u>Date in 2016</u>	<u>Location</u>	<u>Area of discussion</u>
Monday, March 28	ARLC	All Chapters of Development Plan
Monday, May 9	PMR	PC Work Session
Monday, May 16	PMR	PC Work Session
Monday, May 23	PMR	PC Work Session

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# CHAPTER 1

## BACKGROUND AND INTRODUCTION

Chapter 1 presents the background information related to the definitions of planning, the development plan, and the process to create such a plan as enabled by Wyoming Statutes.

### 1.1 THE DEFINITION OF PLANNING<sup>1</sup>

“Planning encompasses an evaluation of the situation, the development of near and long term objectives, the formulation of courses of action to obtain the objectives and a detailed establishment of responsibilities and actions to be taken.”<sup>2</sup>

The plan itself serves as a common point of reference for all involved in the planning process. It also serves as an essential link in establishing the legal authority by which local government may use statutes to regulate those using the land.

### 1.2 STATUTES

To implement and achieve goals that are to be set forth in development planning, the governmental unit must be able to regulate both the physical ways in which land is developed and the activities of persons who own or occupy such land.

The Wyoming Legislature has passed numerous statutes for land use. These statutes include various activities such as zoning, subdivision requirements and regulations, water control, title registration, etc.

Changes in State Statutes may require amending this document in between review periods.

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<sup>1</sup>Planning Information Series – State of Wyoming, Volume I.

<sup>2</sup>Picard – Hennig, A Non-Legal Primer Employing Land Use Laws To Control Population In Wyoming. Laramie, Wyoming: University of Wyoming, Public Administration Service, 1975, p.15.

### 1.3 THE DEVELOPMENT PLAN

A Development Plan is an official public document adopted in Wyoming by a city or town council (in the case of municipalities) or by The Board of County Commissioners (in the case of counties) as a **policy** guide for making decisions about the physical development of the town, city or county. It indicates in a general way how public officials and citizens desire the local area (referred to as the “planning area”) to develop in the future. As such, it is not a piece of regulation, but an official statement of a governing body which outlines its major policies concerning future physical development.

The Development Plan is a guide for future development of both private and public land and includes proposals for the use of developed or vacant land and for adjusting existing, unsuitable or incompatible uses.

#### THE DEVELOPMENT PLAN PROCESS

The adoption of the 2016 Development Plan reflects a review of the 1998 Development Plan with broad public comment input and provides direction as to the course of development in the county for the future. It also reflects agreements entered into with municipalities, statutory changes, existing impact on neighborhoods while providing guidance for the Development Department and the Planning and Zoning Commission in their efforts and deliberations.

This document is meant to be dynamic and should be reviewed by each and every commissioner. The decisions made by the commissioners will amend this document in fact, as those decisions may or may not fit the guidance of the adopting commissioners. Subdivisions, Zone Changes, Conditional Use Permits and Variances are all actions which can substantially alter this document and in turn muddle guidance for the Development Department and the Planning and Zoning Commissioners.

Natrona County engaged KJ Engineering to update the 1998 Development Plan with focus on those areas of the county expected to incur the greatest amount of change in the next 20 years. KJ met with citizens for their input three times, worked with other municipalities and local government agencies, and based their assessments on economic and demographic growth data. The commissioners met in separate work sessions on the areas of focus, amended this document and forwarded it to the Planning and Zoning Commission for their review, revisions and approval.

This goals statement will be used by the County as a policy guideline and in updating the County’s 1998 Development Plan. The 1998 plan is well out of date, and although many

of the goals and policies from that plan are good planning principles, specific policies that address County issues in 2016 and beyond are necessary.

#### 1.4 PLANNING STATUTES

Wyoming Statutes 18-5-201-208 vested the authority in The Board of County Commissioners in each county the authority to “promote the health, safety, morals and general welfare of the county” through regulating the location and use of buildings and occupancy of lands in the unincorporated areas of the county, and to create a Planning and Zoning Commission to prepare and effectuate recommendations on planning and zoning to The Board of County Commissioners.

Section 18-5-202(b) enables the Planning and Zoning Commission to prepare and amend a comprehensive plan, including zoning, for promoting the public health, safety, morals and general welfare of the unincorporated areas of the county. The Planning and Zoning Commission must hold a public hearing on the plan and then certify it to the Board of County Commissioners. The board then must hold a public hearing on the plan prior to adoption.

The State Land Use Planning Act Sections 9-8-301-302 defines the local land use plan (municipal or county) as “any written statement of land use policies, goals, and objectives adopted by local governments. Such plans shall relate to an explanation of the methods used for implementation, however, these plans shall not require any provisions for zoning.”

## CHAPTER 2

### GOALS, POLICIES, AND ACTIONS

This chapter is the statement of goals and was reviewed, revised, and approved by The Planning and Zoning Commission and The Board of County Commissioners. This statement addresses many general and specific issues and is best referred to often in considering land use decisions. The goals establish general statements of the county's vision for an issue. Policies are the guidelines for making decisions to work towards the goals. Actions are the measurable tasks for the county to accomplish in developing a strong planning process for the county.

Issues addressed in this chapter are specific process issues and issues that apply to several areas of the county. A review of both this chapter and the chapter on a specific area will provide the most comprehensive look at an issue.

## 2.1 INTRODUCTION TO GOALS, POLICIES, AND ACTIONS

The goals statement for Natrona County is based on a three level format; *goals, policies, and actions*:

**Goals** are general statements of an ideal or concept of an overall condition the County wants to achieve. Goals are long term and ongoing.

**Policies** listed below each goal, are how the County will work to accomplish the goal, or at least work towards the goal. Policies are long term as well, and are statements of management procedures and a course the County wants to follow in County development. The Planning Commission and Commissioners should review each development decision they make to see if it fits with the adopted policies.

**Actions** outline tasks for the county to accomplish to work towards in achieving the intent of the goal. The actions are the measurable things that are prioritized to be accomplished.

The basic format is a goal with supporting policies that can stand alone and provide guidelines for future decisions. Policies can outline items that need to be accomplished and be supported by actions, which are the specific tasks to be accomplished. Actions are most often associated with a policy, and often one action applies to several policies and ties them together.

There is a broad range of issues covered in the goals and policies, and occasionally may conflict with each other. The key to a good goals statement is to define how these concepts will be integrated into one plan. For instance, supporting mineral development and agriculture are two important policies that can conflict with each other. Through policies and actions, the goals statement spells out how communicating will minimize the conflicts.

### INTENDED AUDIENCE AND USE OF THE GOALS STATEMENT

The goals statement is written as a long term policy guide for the public, planning staff, and elected officials. There are occasional repeats of the policies and actions from one goal to the next. This is to ensure that when someone wants to look at one goal that they see the policies and actions for that goal in their entirety. Including policies and actions in more than one goal serves as a check that the goals, policies and actions that support more than one goal do not conflict.

## 2.2 CHARACTERISTICS

The following is a list of characteristics present in the County now that are top priorities to continue in the planning process, paraphrased and in no particular order are:

- A clean environment, clean air and water, and available water.
- A positive environment for business.
- Access to open spaces and recreational opportunities.
- Private property rights are respected.
- Overall good quality of life and favorable lifestyles.
- A variety of natural resources, including land, water, air, scenic areas, open spaces, wildlife, and minerals.
- An economic base that sustains the good quality of life but dependent upon the extractive minerals industry.
- Tourism is an important factor in the county's economy.
- Commercial ranching and agriculture remains a key employment base.

## 2.3 PLANNING CONCERNS

Below, are the top issues, paraphrased, that need to be addressed in the planning process, in no particular order. These are not goals but issues needing solutions.

- Fair enforcement of the land use plan implementation measures, particularly zoning.
- Growth management, to encourage the traditional uses of ranching, agricultural, and mineral development in the rural areas, while limiting sprawl.
- Improve planning for subdivisions.
- Evaluate and balance natural resources and mineral development with other uses.
- Reduce urban and rural property deterioration.
- Exercise Natrona County's responsibilities to participate in federal land issues as a cooperating agency or consulting party when applicable
- Sustainable development, a mixture of existing and new uses to improve the economy and the tax base.
- Preserve and make use of the tremendous open space resources of the county.
- Incorporate, when plausible the planning efforts of the Metropolitan Planning Organization (MPO) to forecast traffic and growth issues.
- Maintain and conserve the renewable natural resources of the county's agricultural lands.

## 2.4 MISSION STATEMENT

Natrona County is a unique place to live, with the abundant natural, cultural, historic resources, open spaces, and outdoor opportunities. We cherish our community values and quality of life. We understand that the economy of our County is changing. We recognize our existing economic foundations and the necessity to strengthen and diversify the County's economy. We wish to preserve and enhance our cultural/historical heritage and our community values while enhancing our quality of life through responsible growth.

## 2.5 PRIORITIES

The following is a list of paraphrased priorities as a summary of the goals and policies.

- Provide an updated County Development Plan.
- Minimize conflicting land uses and improve zoning.
- Develop and update sufficient guidelines for the enforcement of planning regulations and Conditional Use Permit (CUP) reviews on a yearly basis.
- Adopt two planning formats for the county:
  - The “Growth Management Area” – Is the area within one mile of a municipality which can be serviced efficiently by local government.
  - The “Rural Area” – where the county will work to communicate with federal, state, and local land management agencies, including the Natrona County Conservation District (NCCD), to support both agriculture and natural resource development. The county will allow appropriate residential subdivisions and will promote agricultural, mineral extraction, and recreational uses in the rural area.
- Maintain, where possible, and improve the quality of the environment, to include natural, scenic, open space, wildlife, agriculture, and historic resources.
- Urban area growth shall be compact, and growth should occur from the edges of municipalities outward rather than in the county toward existing municipal boundaries. This will ensure cost effective development and provision of services, reduce sprawl, and help preserve the quality of the environment.
- Encourage diversification of the economy to minimize boom and bust cycle effects. Provide for strong agricultural and mineral development sectors of the economy in a sustainable fashion to support a stronger economy and tax base for the County.
- Appropriate resources of the county to actively engage in state and federal land management processes where the county utilizes its cooperating agency, consulting party, and special expertise status as afforded by state statute and under federal law.

- In rural areas, protect site specific land based activities; ranching, agriculture, mining, tourism, and recreation.

## 2.6 2015 – 2016 STATEMENT OF NATRONA COUNTY

### GOALS, POLICIES, AND ACTIONS

#### 1. THE PLANNING PROCESS

Planning is a government activity that is and must be based on the involvement of citizens. As a result of new technology, the planning process currently provides opportunities for citizen involvement. The County has a formal structure for citizen involvement.

##### OVERALL GOAL:

Adopt and implement a 2016 Development Plan to provide a basis for guiding the County planning process, to provide a process more responsive to the public and based in up-to-date regulations and citizen involvement.

Policy 1 – Update and adopt the County Development Plan.

Action 1 – Review the County Development Plan to address specific amendments at regular intervals of every 5 years and update every 20 years, or as needed.

Policy 2 – Two Tiers – As outlined on the overall land use goal of the County Development Plan, designate two areas within the county, the Growth Management Area to be serviced most efficiently by local government, with public water and sewer; the Rural Area which will be reserved for ranching, agriculture and mineral extraction with low density residential subdivision development.

Policy 3 – Zoning Update – The top priority issue of the County is consistency in zoning enforcement.

Policy 4 – The County will collaborate with municipalities on any development actions within one mile of the municipality or as State Statute requires.

Action 1 –With an updated growth area boundary agreement, activities occurring within agreed upon municipal growth area boundaries but within county authority will require the Development Department to coordinate any requested Planning and Zoning activities with the affected city or town.

## INTERGOVERNMENTAL COORDINATION

### Discussion

The local governments coordinate on some issues, not on others. Communication is a key to providing future public services in a cost effective manner while allowing individual jurisdictions to provide for their own interests.

Goal: Maintain communication between all levels of government in Natrona County – local, state, and federal.

Policy 1 – Communicate through existing processes without creating new layers of government.

Action 1 – Continue basic communication through:

- A. The Metropolitan Planning Organization (MPO).
- B. Sharing of planning information and databases with other jurisdictions.
- C. Continue the ongoing process of planning meetings among elected or appointed officials of the municipalities and the county to communicate planning and zoning issues.

Action 2 – Review and update the Growth Management Agreement between the municipalities and County, including adoption of an updated joint land use plan and regulations where appropriate.

Policy 2 – Work with the Natrona County Conservation District (NCCD) to integrate their Long Rang Conservation Plan with the County planning process.

## 2. GROWTH MANAGEMENT AREA

### Discussion

Growth, defined as residential, commercial and industrial subdivisions or parcel development, is proposed to be, but not exclusively, limited to the Growth Management Area. Growth Management is key to quality development, protection of the environment, and quality of life in Natrona County.

Goal: Growth occurring within the Urban Area, should be served by public utilities, and be consistent with County and Municipal standards.

Policy 1 – Require new subdivisions to create an Improvement and Service District (ISD) for road improvements and other services.

Action 1 – Provide grant assistance for existing developments who wish to improve their infrastructure.

Action 2 – Require new subdivisions within a municipality’s urban growth area to have an enforceable annexation agreement for the subdivision to which the County is a party.

Policy 2 – Work to assure that all future land development, urban and rural, public and private, is reviewed through the County planning process, with that review based on protecting the welfare of the general public, and permitted only if it:

- Is in compliance with adopted County Development Plan, Zoning Resolution, and if applicable, County Subdivision Regulations;
- Meets the county land development standards outlined in this plan and to be updated as part of the planning process;
- The landowner demonstrates minimal impact or impact mitigation for environmentally sensitive and other designated areas where mitigation may be necessary or where existing development is impacted by economic activities; requested CUP’s, Zone Changes and Subdivisions.
- Has been approved through the permitting processes of other applicable local, state, and federal agencies.
- Grant approval of subdivisions when developers can mitigate the land use conflicts between the existing and proposed uses.

### 3. AGRICULTURE/IRRIGATED LANDS

#### **Discussion**

Agriculture enhances many aspects of environmental quality, provides economic stability and promotes productive management of the county's land base. Key factors which support viable commercial agriculture and ranching, as practiced in the West, must be protected. Access to water and its beneficial uses such as livestock watering and irrigation have always been the key to viable agriculture in the West.

Goal: Plan for continued viability of ranching and agriculture in Natrona County.

Policy 1 – Encourage land owners and public land agencies to communicate when developing Resource Management Plans (RMP) and other governmental agency actions for responsible use of intermingled public and private lands and resources.

Policy 2 – Subdivision of Irrigated Lands – Natrona County will approve subdivision permits for lands which are irrigated in compliance with requirements of the State Engineer, the Bureau of Reclamation (BOR), and local irrigation districts.

Action 1 – Encourage the beneficial use of displaced irrigation water.

Action 2 – When landowners divide irrigated lands into parcels of any size, easements should be provided for new irrigation supply ditches and new drainage systems. Existing supply ditches and drainage systems should have easements to benefit all parties.

Action 3 – As rural development occurs, encourage and provide resources to change flood irrigated land to sprinkled irrigation.

### 4. ECONOMICS AND TAX BASE

#### **Discussion**

The economic base of the county supports sustainable development. This is development which allows the current generation to make a living and have a quality of life which is sustainable for the next generation, such that the next generation is also able to find jobs and live a quality lifestyle in Natrona County. The mineral economic base is more prone to boom and busts. There is a desire of the County to level out those economic peaks and valleys. Economic diversification should be pursued. Diversification of the economy is critical while maintaining the important mineral resource case, such that the economy will support a manageable population and a quality lifestyle for generations to come.

## OVERALL GOAL

Goal: Support existing business, industry retention, and expansion programs.

Policy 1 – Support tourism development as a key in diversification of the economy.

Policy 2 – Encourage diversification of the local economy through a concerted effort to attract firms which will help to minimize the impact of the boom and bust cycle and bring a positive economic impact to the county and require subsidies to relocate.

Policy 3 – Natrona County shall ensure its land use decisions and other community development decisions are based on providing suitable, well planned, cost efficient sites for expansion of existing industry and recruitment of new industry.

## URBAN ECONOMICS AND TAX BASE

Goal: Encourage compact growth within the urbanizing area to maximize efficiency in provisions of public services.

Action 1 – Continue collaboration with municipalities to provide for sound development within the Urban Areas.

## RURAL ECONOMICS AND TAX BASE

Goal: Support management of renewable and non-renewable natural resources to provide for economic wellbeing, the custom and culture, of the county, and be open to new land use patterns to allow new economic uses to grow and support the economy.

Policy 1 – Continue to encourage multiple uses of lands in Natrona County.

Policy 2 – Encourage development of recreational facilities and sites on private lands as well as public lands in the county to enhance the tourism industry.

Action 1 – Revise the zoning regulations to allow for developments and uses which support rural recreation activities and supplement agricultural revenues. Examples include guest ranches, bed-and-breakfast, ranch/restaurant operations, outfitters, commercial hunting and fishing lodges and facilities, etc.

Action 2 – Work with land owners and public land agencies to develop cooperative plans for responsible multiple uses of intermingled public and private land resources.

## 5. OVERALL ENVIRONMENTAL QUALITY

Goal: Maintain and, where possible, improve environmental quality through local programs and communication with state environmental agencies.

Policy 1 – Encourage protection and natural sustainability of sensitive environmental areas.

Action 1 – Encourage sound development practices which prevent air, land and water pollution.

### **WATER AND SEWER POLICIES**

Policy 1 – Require all parcel and subdivision development, building permits, and other development proposals to comply with Department of Environmental Quality (DEQ) requirements.

### **PRIVATE SEWAGE DISPOSAL POLICIES**

Policy 1 – Continue to communicate between the County Health Department and the Department of Environmental Quality (DEQ).

### **WATER COURSE POLICY**

Policy 1 – Require Department of Environmental Quality approval of all commercial/industrial operations which contribute pollutants to water courses.

### **AIR QUALITY POLICY**

Policy 1 – Require Department of Environmental Quality approval of all development practices to prevent or eliminate dust or airborne pollution.

### **WILDLIFE**

Policy 1 – Review with private land owners, the Wyoming Game and Fish, the Natrona County Conservation District, and other wildlife management agencies, to identify and consider development impacts on identified/designated important wildlife habitats.

Policy 2 – Maintain water quality sufficient for true multiple uses of all water including propagation of fish in all waters where hydraulically suitable.

## **ENVIRONMENTAL/NATURAL HAZARDS**

Goals: To minimize development in identified hazardous areas and ensure development within hazardous areas is engineered properly to mitigate the impact of existing hazards.

### **FLOOD POLICIES**

Policy 1 – To reduce flood danger, all subdivision plats shall define areas which lie within any 100 year flood plain, as established by the Corps of Engineers and FEMA for streams and rivers.

Policy 2 – Building permits shall be issued in accordance with adopted FEMA Flood Hazard boundary maps and FEMA guidelines.

Policy 3 – All subdivision proposals shall include a drainage plan with the plat of a subdivision which details storm drainage facilities.

### **SOILS**

Policy 1 - Soil limitations shall be a major locational factor in the approval of subdivisions, building permits and other development permits, with proper corrective measures required to mitigate identified soil limitations.

Action 1 – Use the NCCD or a Wyoming Licensed Geotechnical Engineer’s soils studies to require site specific data for final approval.

### **SLOPES**

Policy 1 – Steep slopes, over ten percent, present significant engineering problems for urban development. The slope of a site shall be a major determining factor in approval of subdivision plats, building permits, and other development proposals, with corrective measures required if development is to be allowed.

Action 1 – Utilize the NRCS/NCCD soils studies in the preliminary development review and evaluation of soil suitability in steep slope areas.

## 6. HOUSING

Infill development of land suitable for residential development is a major tool available to the community. It provides a cost effective manner both to the home buyer and the county in terms of long term maintenance.

Policy 1 – Equitable enforcement codes – For the health, safety, and welfare of county residents, continue to provide fair and equitable enforcement of adopted building codes.

Policy 2 – Dangerous buildings – Encourage elimination of unsafe and dangerous buildings which are hazardous to public safety.

Action 1 – Based upon building inspections, vacant or abandoned structures within the county which are deemed a hazard to health and safety shall be brought up to county standards or removed at the expense of the owner. Provide opportunities for the rehabilitation or upgrade to these structures rather than raze them if possible.

## 7. TRANSPORTATION

A well planned transportation network is a necessity for efficient land use development. Transportation planning must be completed early and jointly among local jurisdictions to ensure adequate rights-of-way and an efficient network that provides an adequate level of access to all properties.

Goal: Work toward a transportation network which continues to be safe, efficient, and well maintained and that will serve the complete range of existing and potential land uses.

Policy 1 – Include BLM public access roads in the County road plan, update and integrate a County Roads Plan into the County Plan.

Goal: As part of the design standards update, review and amend roadway design standards as needed.

Policy 2 – Natrona County shall maintain only those roads designated officially as County roads.

Policy 3 – Every parcel for which a development permit is issued shall have access to a dedicated public right-of-way.

Policy 4 – Transportation Communication – Continue to support transportation planning in the Urban Area through participation in the Metropolitan Planning Organization (MPO).

Action 1 – Review and consider the policies of the long range transportation plan prepared by the MPO for the Urban Area.

Action 2 – Review and consider the recommendations of the transit element of the long range plan into other elements of the County Development Plan.

Policy 5 – Natrona County shall formalize and develop an operations and maintenance policy for designated county roads.

Action 1 – Identify and prioritize roadways in the capital improvement plan. Formalize rural roadway operations and maintenance procedures in a county road policy and allocate appropriate resources.

Action 2 – Limit the extension of County roads and services into new areas unless tax benefits to pay for services clearly outweigh long term costs.

## 8. PUBLIC SERVICES AND FACILITIES

Goal: Provide for cost effective and efficient rural services and facilities.

Policy 1 – Residential development will be encouraged in the urban growth area to reduce the need for rural services.

Policy 2 – Consider carefully development of additional county maintained roads unless absolutely necessary to provide access to new revenue enhancing mineral; extraction or industrial development.

Policy 3 – Rural development should be planned and developed to minimize demand on county services, and development proposals which create additional demand or impact on rural services or facilities shall pay the additional cost prior to expenditure of public funds.

## 9. PUBLIC LANDS

Public lands constitute over 55% of the area in Natrona County and approximately 70% of the subsurface mineral ownership. These land resources are extremely important to the overall economy and tax base. Communication while planning for the management of public and private lands in the county is critical to the future health and stability of the county economy. (See Ch. 7)

## 10. RURAL RESIDENTIAL

There will be consistent pressure to develop rural areas in the county which conflict with existing uses whether traditional ranching and agricultural activities; small home based businesses or rural residences on larger lots suited to the maintenance of livestock. Commissioners should carefully consider the long term effects of granting CUPs, and approving zone changes or a new subdivision in existing rural areas.

Goal: – Mitigate negative impacts on rural residents.

Action 1. Identify areas of the county where transitional impact has already occurred.

Action 2. Collaborate with municipalities for development within their growth areas.

Action 3. Limit high density, commercial, and industrial development in rural residential areas.

Action 4. Limit development on East US Highway 20-26 east of Evansville to retail commercial geared to provide services to county residences.

Action 5. Limit commercial and industrial development to areas having immediate and direct access to major arterials or state highways.

Action 6. Limit industrial and commercial development on West US Highway 20-26 west of the airport to immediate and direct access onto the highway.

Action 7. Limit high density residential development in rural areas which at the time of subdivision approval cannot be immediately annexed by the municipality or where an annexation agreement cannot be completed.

Action 8. Encourage rural residential development of 10 to 35 acre minimum lot sizes to have water district services.

Action 9. Require mitigation efforts when high density urban development encroaches upon low density rural development with efforts as greenbelts, transportation corridors, utility coordination, berms and other physical requirements that reduce the impact on the rural residences.

## CHAPTER 3

### EMPLOYMENT AND DEMOGRAPHIC PROFILE

#### 3.1 Introduction

Understanding the key characteristics and trends that affect Natrona County helps us to plan for the county's future. This section presents and interprets important demographic and economic factors that have an impact on the county's physical and community development. The variables include population, employment, and housing characteristics.

Natrona County Employment By Sector		
Industry	Natrona County	Wyoming
Agriculture, forestry, fishing, hunting and mining	7.7%	13.5%
Construction	10.6%	8.5%
Manufacturing	7.2%	5.0%
Wholesale trade	7.6%	4.0%
Retail trade	14.0%	14.3%
Transportation and warehousing and utilities	4.5%	4.8%
Information	1.4%	2.0%
Finance and Insurance, real estate and rental and leasing	3.2%	3.2%
Professional, scientific and management, and administrative and waste management services	8.7%	7.7%
Educational services, and health care and social assistance	15.5%	15.8%
Arts, entertainment and recreation, and accommodations and food service	11.9%	14.9%
Other services, except public administration	4.9%	4.2%

*Figure 1-1 Natrona County Employment by Sector as provided by KLJ*

#### 3.2 Employment Characteristics

Natrona County's employment characteristics are similar to those of the State of Wyoming with a few exceptions. The County has about half the percentage of employees working in mining, oil and gas as the rest of the state. Natrona County is 2 percent higher in construction, manufacturing and wholesale trade. Natrona County is both an independent economic center and part of an inter-dependent regional economy. Based on recent estimates, more than 62 percent of Natrona County workforce is employed in service and sales; management, professional and related

occupations; and the service sector. About 29 percent of the county's workers are employed in industrial and transportation sectors.

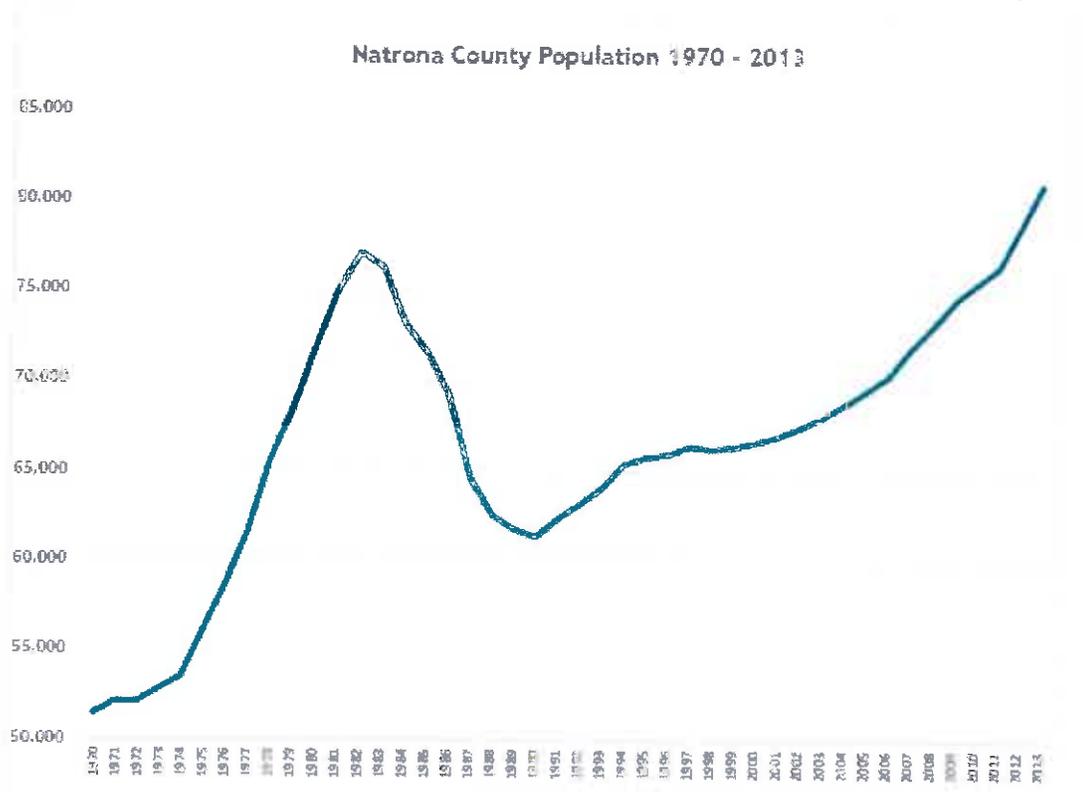
### 3.3 Demographic Characteristics

The discussion looks at Natrona County's historic population change and includes forecasts for population growth through 2040. The forecasts provide the basis for calculating future land needs for residential, commercial and industrial development.

#### Historic Population Change

Natrona County has experienced an exceptional growth history over the past few decades. As shown in Figure 1-2, the county's population grew from 51,434 in 1970 to an estimated peak of 77,094 in 1982, dropping back to a population of 61,296 in 1990 after a massive drop in oil prices and has been trending upward since then. The County's 1998 Development Plan concluded that "the economy of Natrona County has stabilized with a smaller population. However, local economic development leaders expect that it will be a number of years into the next century before the local economy fully recovers."

*Figure 1-2: Natrona County Employment by Sector as provided by KLI*



## Recent Population Growth

According to the State’s Department of Administration and Information, Natrona and Teton County led the state with the fastest population growth of 2.9 percent between July 2012 and July 2013 to reach a total of about 80,973. Natrona County ranked as the 6<sup>th</sup> fastest growing metro area (out of 381) in the nation.

Recent growth even surpassed projections by Wyoming’s Department of Administration and Information completed in 2010<sup>2</sup> and even the most aggressive projections by the Casper Long Range Transportation Plan (LRTP)<sup>3</sup>. In 2012, Building permits for Natrona County were about 24 percent of the state’s total<sup>4</sup>.

## Components for Population Change

Information regarding the components of growth in recent years reflects the impact of the oil boom in the region, among other factors. As shown in Figure 1-3: Components of Population Change, almost 82.5 percent of Natrona County’s growth between 2012 and 2013 was due to migration. Statewide, only 49 percent of that year’s population growth was due to migration.

Figure 1-3: Components of Population Change as provided by KLI

COMPONENTS OF POPULATION CHANGE July 2012 to July 2013 <sup>1</sup>						
Total Population Change (2012-2013)	Natural Change			Net Migration		
	Total	Births	Deaths	Total	Net International Migration	Net Domestic Migration
2,308	394	1,037	663	1,904	17	1,887

## 3.4 Population Growth

Given the current uncertainty regarding growth forecasts in the region, it is not a surprise that, as detailed in Figure 1-4: Alternative Population Growth Projections, population projections for Natrona County could range from about 100,000 to 137,000. It should be noted none of the projections extended through the year of 2040.

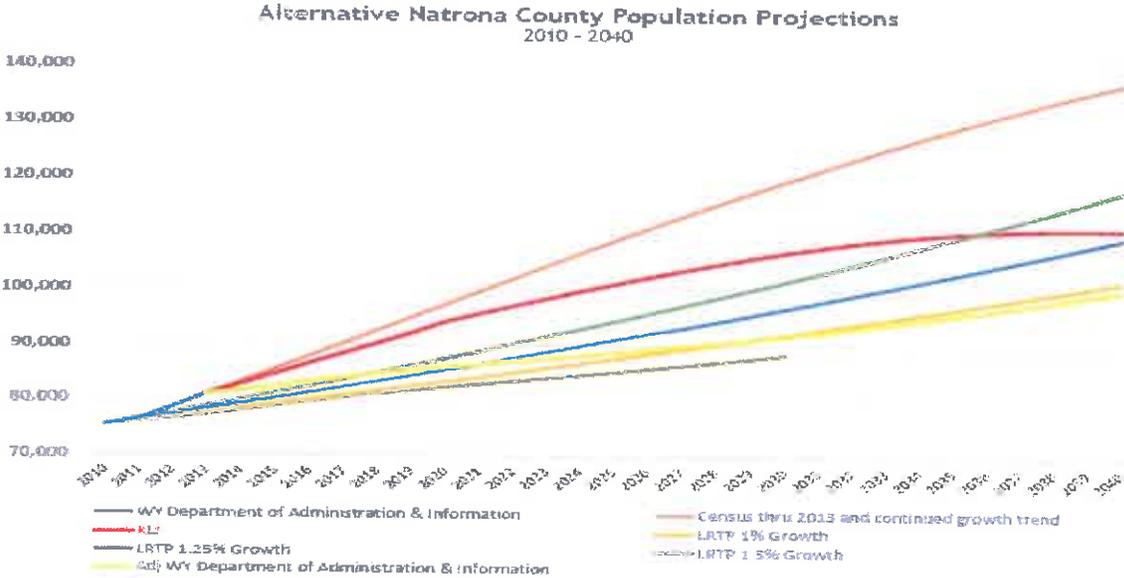
- The three Casper Area 2030 LRTP alternatives were simply extended the additional ten years using their 1%, 1.25% and 1.5% growth rates.
- The state’s 2030 projection was adjusted to reflect current population estimates and then extended through 2040. The projected trend through 2030 was extended the additional ten years.
- The greatest growth shown in Figure 1-4 results from extending recent trends but at a decreasing rate over time.

Employment-focused population projections work well in higher growth locations, especially when they also consider natural change and migration patterns by group but they are less reliable for long-term projections. Regional experience with multiple high growth counties has shown high growth rates flattening after the initial boom. Anticipating when the shift will occur is challenging. The KLJ population trend line shows a steady increase of more than 2 percent per year through 2020, about 1 percent growth per year through 2030 and less than through 2040.

Using established projection methodologies, a reasonable estimate would be 111,000 people in Natrona County in 2040. Of that total, about 30,200 people would be new and of that, about 4,400<sup>6</sup> would be in unincorporated Natrona County.

With this projected growth comes a variety of opportunities and challenges. Continued population growth will demand more housing, which will boost retail spending and drive commercial development. In addition, there will be demand for more community services such as schools, parks and recreation facilities. New facilities for police, fire and EMS will also be required to adequately serve the area. Similarly, infrastructure improvements will be needed to manage the demand placed on transportation and utility systems.

Figure 1-4: Alternative Natrona County Population Projections as provided by KLJ



<sup>2</sup> State Projections – reference  
<sup>3</sup> Casper Area 2030 Long Range Transportation Plan, Technical Memos 4, 5 and 6 dated July 19, 2006  
<sup>4</sup> <http://quickfacts.census.gov/qfd/states/56/56025.html>  
<sup>5</sup> [http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=PEP\\_2013PEPTCOMP&prodType=table](http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=PEP_2013PEPTCOMP&prodType=table)  
<sup>6</sup> This total reflects a decreasing percentage of the county's total population in unincorporated Natrona County

## CHAPTER 4

### REPORT OF INVENTORY

#### 4.1 INTRODUCTION

Existing information on Natrona County was collected from a variety of sources. The sources range from the Bureau of Land Management, Bureau of Reclamation, state government to the Wyoming Geological Service, Game and Fish Department, other federal agencies, and specific studies completed for Natrona County, the University of Wyoming/State geographic information homepage online system, and others. This information was compiled and analyzed for use in developing the overall policies of the plan and more specifically the Growth Management Area, Rural Area and Public Lands plan.

#### 4.2 SUMMARY OF INFORMATION AND INFORMATION RESOURCES

Information on the physical aspects of the county were taken from the following resources.

##### **Natrona County**

Natrona County has a land ownership map, zoning maps, county road maps, and subdivision maps available. Natrona County also has the Central Natrona County Geologic Hazards Study, prepared by Howard-Donley Associates, in 1983. This study covers slopes, septic suitability, flood areas, geologic hazards, and other physical aspects of the county that could impact development. The county also participates in the National Flood Insurance Program (NFIP) and has designated flood plain areas by resolutions and has mapping of 100 year and 500 year flood plains on the North Platte and several creeks. The county also has reproducible air photographs of the urban area, from early 1990s which are useful for inventory and presentation purposes, a new flight was conducted in 2015.

##### **West Belt Loop Land Use, Connectivity, and Access Plan**

This plan was commissioned by WYDOT and the Casper Area MPO officials to establish access management guidelines, provide general land use forecasts for properties within the influence area, forecast year 2040 and ultimate regional build-out volumes, determine the general intersection geometrics needed to accommodate forecast year 2040, provide qualitative discussions regarding non-motorized transportation conditions, environmental screening, utility planning, and develop an access management policy and implementation strategy focused on West Belt Loop.

## **KLJ**

The Natrona County 2040 Plan was developed by KLJ through a nine-month process that incorporated an analysis of existing conditions, a series of community meetings, work sessions with County planning staff and stakeholders for the development of the Natrona County future land use map. The goals of Natrona County were to involve the community in developing a vision for Natrona County 2040, identify the county's growth focus areas, analyze development suitability considerations and identify areas suitable for additional county growth and identify the infrastructure improvements needed to support the anticipated growth.

### **Bureau of Land Management**

The Bureau has a tremendous amount of information on the physical aspects of the county and willingly shared that information. The vast majority of the county lies within the Platte River Resources District and the Resource Management Plan for this district are an invaluable resource. The BLM has invested countless hours in development and maintenance of the Resource Plan and the information there is presented in depth. In a majority of instances, other sources, such as the Wyoming Geological Survey and Game and Fish Department, provide the same information in a different format, which is useful for comparisons and verification of the information. Unfortunately, a small portion of the southwest corner of the county is included in the Lander/Rawlins districts for a variety of purposes. Therefore the same information as that for the Platte River Resource Area is not available. Fortunately, this is an area of limited human activity.

### **WyGISC**

The Wyoming Geographic Information Science Center is home to the Wyoming Geospatial Hub and is the primary site for the discovery and delivery of publicly accessible geospatial data produced, maintained and shared by various partners in the State. The Geospatial Hub provides multiple tools and techniques for finding and downloading data.

### **Geological Survey of Wyoming**

The Geological Survey has a series of maps, which though produced in 1980, are still useful. These include geology, a satellite image of the county, water, environmental, uranium, coals, minerals, and petroleum mapping.

### **USGS**

The US Geological Survey has geology and minerals mapping of the state, and has completed studies on the water resources on the urban area.

## **NRCS**

The Natural Resources Conservation Service, formerly the Soil Conservation Service, has soils mapping for the entire county displayed on aerial photographs. With these maps, a description of each soil type and a rating of each soil as to its suitability for buildings, streets, septic tanks, parks and other land uses.

## **Wyoming Game and Fish**

The Wyoming Game and Fish Department has mapping of critical habitat areas for the county, again without a base map.

## **Natrona Regional Geospatial Cooperative**

The Natrona Regional Geospatial Cooperative is comprised of Natrona County, the City of Casper, the Town of Evansville, Town of Mills, and the Town of Bar Nunn. The Natrona Regional Geospatial Cooperative was created in 2012 to maintain shared data and resources between all members and to create standard operating procedures. This information can be viewed at <https://geosmart.casperwy.gov>

### **4.3 LAND USE INVENTORY**

Significant effort was required to assign addresses to the parcels within Natrona County. A data base was created and continues to be updated as new parcels are created and land is developed. This information can be viewed on GeoSmart.

The Metropolitan Planning Organization in conjunction with the Natrona Regional Geospatial Cooperative created a parcel map for Natrona County which includes the Growth Management Area.

### **4.4 ENVIRONMENTAL CONDITIONS**

#### **Geology**

Natrona County contains parts of six major geological terrains. These are 1) Granite Mountain, 2) southeast part of the Wind River Basin, 3) southern Bighorn Mountains, 4) Casper Arch, 5) Powder River Basin, and 6) northern Laramie Range. Each terrain has unique physiographic and geologic characteristics.

The Granite Mountains extend into the southwest corner of Natrona County. Precambrian rocks of the Granite Mountains include Archean intrusive granites (2600-2500 million years old), metasedimentary, and metavolcanic rocks. Late Precambrian mafic dikes cross-cut the older Precambrian rocks and form conspicuous blank bands, many of which may be seen at Pathfinder Reservoir. The Precambrian rocks are disconformably overlain in the central part of the Granite

Mountains by the Miocene Split Rock Formation (silty and clayey sandstone) and the Pliocene Moonstone Formation (tuffaceous clastics of lacustrine origin).

The Granite Mountains are unique in Wyoming because they remain partly covered by Cenozoic sedimentary rocks, whereas other ranges have been almost entirely exhumed. The Granite Mountains possess late Tertiary (Pliocene) aspects to their topography and appearance. This is possible because the entire central part of the Granite Mountains was down-dropped more than 2,000 feet during Pliocene time along the north and south Granite Mountains fault system. Other features of interest in the Granite Mountains include the Rattlesnake Hills and associated volcanic field and the Gas Hills uranium district.

The southeast part of the Wind River Basin projects into western Natrona County. The Wind River Basin formed approximately 50 to 60 million years ago as a result of differential crustal motion during the mountain and basin-building episode called the Laramide orogeny. The lower Eocene Wind River Formation part of the basin is flanked on the southwest by the Rattlesnake Hills and on the northeast by the Casper Arch. Of special interest in western Natrona County are Hells Half Acre, where badlands are carved out of the Lysite Member of the Wind River Formation, and the Waltman oil and gas fields.

The southern Bighorn Mountains lie in the northwest corner of Natrona County. The bedrock consists largely of Archean orthogneiss and paragneiss. Strata ranging in age from Cambrian through Cretaceous dip southeast off the east and southeast flanks of the Bighorn uplift, while the south and southwest flanks are characterized by complex faulting. The direction of up thrusting or asymmetry for this part of the Bighorn Range is toward the northwest, as evidenced by a large reverse fault extending north by the Powder River Basin.

The Casper Arch is large asymmetric anticline which structurally connects the northern Laramie Range with the southern Bighorn Mountains. The arch is flanked to the southwest by the Wind River Basin and to the northeast by the Powder River Basin.

A very small part of the Powder River Basin covers the northeast and east parts of Natrona County. The Powder River Basin is similar to the Wind River Basin in that it formed by differential crustal movements 50 to 60 million years ago. The Powder River Basin covers most of the northeast Wyoming contains immense quantities of oil and gas, coal, and uranium.

The Laramie Range and adjacent Bates Hole are in the southeast corner of Natrona County. The Laramie Range is the northern extension of the Colorado Front Range; its northern terminus is Casper Mountain. The Laramie Range in Natrona County, including Casper Mountain, is composed of Archean orthogneiss and paragneiss (3200-2600 million years old), intrusive granites (2600-2500 million years old), and metasedimentary and metavolcanic rocks. Mining operations on Casper Mountain have extracted copper, feldspar, beryl and asbestos. Bentonite has been mined from Cretaceous shales at various localities around Casper Mountain. Bates

Hole is a topographic depression at the north end of the Shirley Basin and has been carved from Tertiary and Cretaceous strata by Stinking Creek.

References: The Geographical Survey of Wyoming, County Resource Series No. 6, April 1980.

### **Topography**

The primary topographic features in Natrona County are in the Bighorn Mountains in the northwest corner of the county, the Rattlesnake Hills in the southwest corner of the county, and the Laramie Range in the southeast corner of the county. Elevations range from approximately 5,000 feet (Casper, 5,122 feet), to approximately 8,000 feet (Savage Peak, 7,843 feet). A depression, called Hells Half Acre, located in the western region has become a tourist attraction because of its unique location and formation.

The North Platte River flows across the southeast corner of the county. The Pathfinder and Alcova Reservoirs are located along the river in the southern region of the County.

### **Ground Water**

Natrona County ground water can be found in twenty-eight aquifers. These aquifers are consolidated and unconsolidated types. Precipitation is the primary means of recharging consolidated aquifers, while stream flow and runoff are the sources of water for unconsolidated aquifers. Discharge occurs through wells, springs, and evaporation.

**Precambrian** – The oldest aquifers are from the Precambrian period. These deposits of water can be found in igneous and metamorphic crystalline rock. Amounts of <5 gallons per minute (GPM) are common. In Natrona County, 100 feet is the rule for drilling into this rock formation.

**Paleozoic Rocks** – This rocks formation yields the greatest quantity of water of all formations in Natrona County through a single well. Yields:

- Madison Limestone – 9,000 gpm
- Tensleep Sandstone (3 wells) – 400 gpm
- Goose Egg Spring (Sec. 15, T.32N., R.81) Casper Formation, largest in the county – 7,630 gpm

Best areas for drilling:

- South side and west end of Casper Mountain
- The north slope of the Rattlesnake Hills and
- The east flank of the Bighorn Mountains

**Mesozoic Rocks** – This formation is a poor source of water in Natrona County. Poor producers of water:

- Bell Spring Member of the Nugget Sandstone
- Sandstone units in – the Sundance, Morrison, and Cloverly Formations average 20 gpm to 100 gpm

**Principle Aquifers:**

- Frontier Formation 1-10 gpm/most used formation located northern and central Natrona County
- Mesa Verde Formation 10-20 gpm
- Fox Hills Sandstones 10-25 gpm

**Tertiary Rocks** – The most prominent formation is the Wind River Formation. It is located almost exclusively in the Wind River Basin. The yield does not usually exceed 25 gpm. The main formations in this rock level are the White River and Arikaree. They have the greatest real extent and thickness. The Wagon Bed and Ogallala Formations can be used for local supply. Igneous rocks of Tertiary age can be found in the Rattlesnake Hills in the southwest area of the county.

**Quaternary Deposits** – these deposits are the most reliable water sources, some yields can reach as much as 1000 gpm. Ground water is commonly found in windblown deposits but yields are usually low.

**Best Potential for water development:**

- Bates Creek
- Poison Spider Creek
- North Platte River

References: The Geological Survey of Wyoming, Natrona County Resource Series, No. 6.

**Drainage**

There are three principle drainage basins in Natrona County. These basins are the Wind River drainage, the Powder River drainage, and the North Platte drainage. The Wind River drainage is located in the extreme northwestern corner of Natrona County and is the smallest in area of the three drainages. The Powder River drainage is in the north central portion of the county. The North Platte River drainage is by far the largest drainage in Natrona County and encompasses the remaining area in the southern portion of the county. Additionally, there is about three square miles in the extreme northeastern part of the county that is part of the Cheyenne River drainage.

The North Platte River is the main river in Natrona County and drains nearly the entire south half of the county. It flows from the center of the southern border of the county to the northeast through Casper and leaves the county at the center of the eastern county boarder.

The major tributary of the North Platte River in Natrona County is the Sweetwater River which flows from the west along the southern border of the county into Pathfinder Reservoir and then into the North Platte. Several other small creeks also flow into the North Platte River between Alcova Reservoir and the eastern county line: Poison Spider Creek, Casper Creek, Bates Creek, and Poison Spider Creek.

The north-central part of Natrona County is drained by the South Fork of the Powder River. Both Willow Creek and Buffalo Creek drain into the south fork of the Powder River north of the county line. Salt Creek drains the northeastern part of the county and is perennial north of Salt Creek oil field. Salt Creek joins the Powder River north of the county line.

There is only major stream, Badwater Creek, in Natrona County that belongs to the Wind River drainage. There are also several other small creeks in the county that ultimately flow into the Wind River.

References: The Geological Survey of Wyoming, County Resources Series No. 6, April 1980.

### **Water Quality**

The majority of the water supply contains Calcium, Sodium, Chloride, Sulfate, Bicarbonate, and Chemical Quality Magnesium. Testing for water quality can include testing for: Total hardness; Dissolved sulfate; Confirmed Coliform; Dissolved Solids; Dissolved Nitrate; Dissolved Fluoride; Bicarbonate; Oxygen; and Magnesium or Potassium. Various areas require different combination tests.

- The northeastern quarter of the county water contains sodium, Sulfate, Calcium, and some Chloride.
- The southeastern quarter of the county water contains Sodium, Sulfate, Chemical Quality Magnesium, small levels of Bicarbonate.
- The northeastern quarter of the county has few defined water sources. The area does contain some Calcium, Chemical Quality Magnesium, and small levels of Bicarbonate.
- The southwestern quarter of the county has few defined water sources. The area does contain some Calcium, Sulfate, Sodium, and small levels of Bicarbonate and Chemical Quality Magnesium (Surface and Groundwater Resources).

Water Quality is a surface and ground water issue. The amount of precipitation in various areas of Natrona County can influence the levels of chemical composition in the water being tested.

- Surface Water – Chemical concentrations fluctuate with the amount of surface runoff. Selenium levels are of concern because of the danger to humans and livestock. According to fourteen years of data collected by Natrona County Conservation District, we have recorded selenium concentrations ranging from 0.004 mg/L to 0.296 mg/L, with a few outliers due to construction in the drainage. While the EPA standard for

aquatic life is 5mcg/L (same as 5ppb (parts per billion) or 0.005 mg/L), the drinking water standard is actually 50 mcg/L (50 ppb or 0.05 mg/L), as humans can handle far higher concentrations than aquatic species. The aquatic standard is what is required by the EPA in our waterways. Selenium is toxic in high concentrations and the effects can be permanent.

- Ground Water – Water quality from confined aquifers is of the best quality near the outcrop area. This occurs because the interactions have not had time to take place. The water found in Quaternary deposits is not confined and interactions with surface water are more common and more variable. Selenium is again a concern because the alluvial terraces west of Casper have tested at .03 to 1.1 mg/l. The ground water from these areas drains into the North Platte and other areas recharged by water from the Platte.

The central element of water suitable for livestock requires that the level of dissolved solids, for good and fair quality levels, be less than 3000 ppm. Any levels >7000 ppm is not advisable for use with stock. Irrigation water potential is based on a mix of dissolved solids, percent of Sodium and Sodium concentration and their relationship to the Calcium and Magnesium concentrations. If parts-per-million approaches 1000, and if Sodium is > 50% of the total cations, the water is of limited suitability for irrigation.

Recommended maximum concentrations for most chemicals common to Natrona County follows:

U.S. Public Health Service Standards:

<u>Constituents</u>	<u>Recommended Max concentrations (ppm)</u>
Iron (FE)	.3
Manganese (Mn)	.05
Sulfate (SO <sub>4</sub> )	250.
Chloride (Cl)	250.
Fluoride (F)	8-1.7
Selenium (Se)	.05
Total Dissolved Solids	500.

References: The Geological Survey of Wyoming, Natrona County Resource Series No. 6, 1980.

<http://water.epa.gov/drink/contaminants/basicinformation/selenium.cfm>

<http://www.atsdr.cdc.gov/phs/phs.asp?id=151+tid=28>

## **Vegetation**

Much of Natrona County's vegetation is low-water, high plains desert species. The primary cover in the County is grasses.

Much of the southeastern and north central regions of the county contain immense areas of Grass Prairie. Although no active sand dunes are recorded, there are areas of Sand Dune Complex located northeast of Casper.

The greatest diversity and density of vegetation is located in the southeast, north central and northwest regions of the county. The following includes chief vegetation:

- Wyoming Big Sagebrush- All areas of county
- Shrub dominated riparian various waterways throughout the county
- Mixed grass prairie-northern corner, and near Casper in southeast
- Mountain Big Sagebrush- southeast Corner
- Agriculture, dry-land and Irrigated-southeast corner
- Ponderosa pine intact-northwest corner, southeast corner, small area, county center
- Desert shrub saltbush fans and flats- central region of county
- Greasewood fans and flats- northwest corner, county center
- Limber pine woodland and scrub- northwest corners, southwest corner
- Unvegetated playa\*-southwestern corner
- Sand dune complex- southeast corner
- Open water and graminoid and forb\*\* dominated riparian southern area and southeast corner

\* Grasses and related families

\*\* Areas that collect moisture for short periods of time

References: Reiners, W., U. of Wyoming, Ecologist, personal communication, Dec., 1994

In Natrona County, the entire cottonwood riparian corridor along the North Platte River can be considered potential Bald Eagle nesting habitat. This corridor extends from the Natrona County/Converse County line west to Casper, and continues southwest of Casper. The cottonwood trees along this stretch of the river are large and mature; ideal structures for supporting Bald Eagle nests.

## **Land Ownership**

Natrona County consists of 3,417,856 acres of land and water. This total can be separated into 1,907,163.6 acres (55.8%) public land and 1,510,692.4 acres (44.2%) privately held land. The majority of private land is located in the greater Casper area of the eastern side of the County and across the central part of the county to the west.

Three federal agencies manage land in Natrona County: the U.S. Forest Service, the Bureau of Land Management, and the Bureau of Reclamation. The U.S. Forest Service manages 5,504 acres (0.2%) which are located in the southeast corner of the County. The Bureau of Land Management (BLM) has jurisdiction of 1,449,170.9 acres (42.4%) of land. The largest amount of BLM land is located in the southwestern and north central parts of Natrona County. There are other BLM holdings throughout the County as well. The portion of the County with the least amount of BLM land is the greater Casper area. The third federal agency with land holdings in Natrona County is the Bureau of Reclamation. The majority of the 28,544 acres (0.8%) is located north and northwest of Casper. There are also some smaller concentrations of land to the west of Casper and northeast of Alcova Reservoir.

Two divisions within the Wyoming State government manage land in Natrona County. The Wyoming Recreation Commission manages 512 acres (0.01%) and the Wyoming Game and Fish Department manages 22 acres (0.001%). Natrona County has authority over 1,529,408 acres (44.7%). There are six incorporated communities in Natrona County: Casper, Evansville, Mills, Midwest, Edgerton, and Bar Nunn. These incorporated areas occupy 7,424 acres (.2%). Other public lands occupy 404,607 acres (11.7%) in the County.

References: Natrona County Profile 2015 <http://eadiv.state.wy.us>

## CHAPTER 5

### GROWTH MANAGEMENT AREA

The Growth Management Area addresses land use within the defined areas of Natrona County, which includes Casper, Bar Nunn, Evansville, Mills, and the unincorporated areas around each. This plan projects new development needed to service the projected population and designates land use types. The land proposal is based on the need for high density residential, low density residential, commercial and industrial lands as part of one population or one community. The Growth Management Area is, however, based on 43 “neighborhoods” each with its own distinct area and development style.

#### 5.1 THE GROWTH MANAGEMENT AREA – DEFINED

The Growth Management Area (GMA) of the County is intended to provide for efficiency of infrastructure, water, sewer and streets, which through regional delivery protects the environment, yet allows the towns, city and established neighborhoods to continue to provide the distinct lifestyles that county residents want.

#### WATER SERVICE AREAS

The Casper Public Utilities distribution system serves the City of Casper and some unincorporated areas. The Town of Mills is responsible for supplying water to the Town of Mills and a portion of the Brooks Water and Sewer District. The Town of Evansville serves the Town of Evansville, and will serve Hat Six Commercial Area and Brookhurst Subdivision. The Wardwell Water and Sewer District provides service to the Wardwell area and Town of Bar Nunn. The District utilizes water supplied by the Central Wyoming Regional Water Joint Powers Board and transmission through the Casper Public Utility water lines. There are other community water systems that operate currently within the county including Hillcrest Water Company, Poison Spider Water Company, Sandy Lake Estates, Pioneer Water and Sewer District, Ten Mile Industrial Park, and 33 Mile Water District.

#### REGIONAL SEWER AREA

The Casper Area is served by a regional wastewater facility located north of I-25 off of Bryan Stock Trail. The facility serves the City of Casper, and Towns of Bar Nunn, Evansville, and Mills, as well as some unincorporated areas. Much of the unincorporated area is served by on-site sewage disposal systems.

## 5.2 WYOMING PLANNING STATUTES WHICH AFFECT PLANNING IN THE GROWTH MANAGEMENT AREA

The following specific statutes define how municipalities and counties will interact in the land development process within close proximity to the municipalities:

- The Statutes enable the County and municipalities to create land use plans. (18-5-201) (15-1-83-91)
- The County must sign off on any land use plan for a municipality when it addresses lands outside the current municipal boundaries. (15-1-503)
- Municipalities must sign off on all subdivisions within one mile of their boundary. This in effect allows the municipality to require development to its own standards. (34-12-103)
- Municipalities, in Wyoming, have primacy concerning annexations. The County does not review annexations or approve them. (15-1-402)

## 5.3 MUNICIPAL GROWTH BOUNDARIES

In 2006, the City of Casper and the Town of Evansville adopted their growth boundaries and executed an agreement for future annexations.

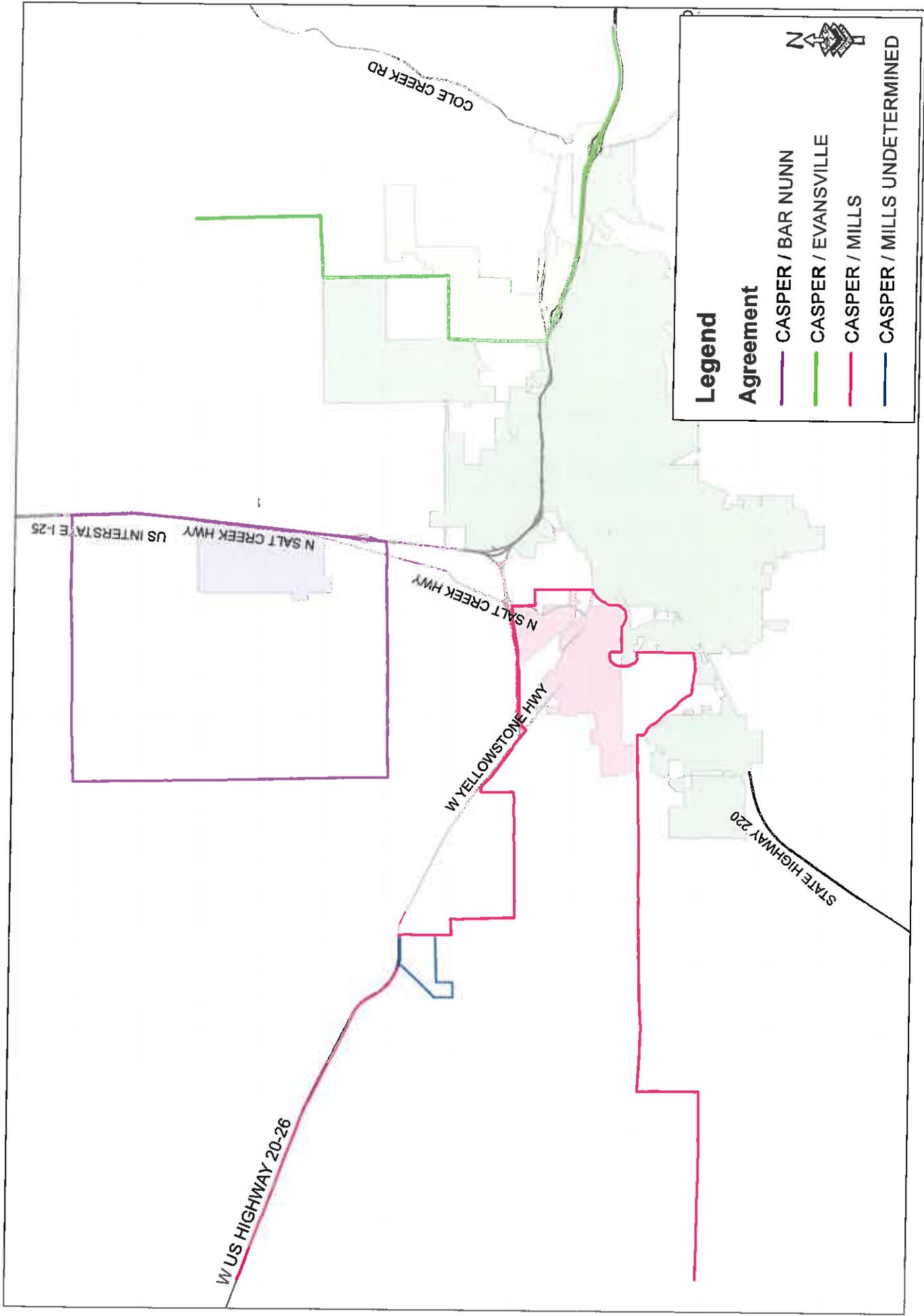
In 2013, the City of Casper and the Town of Mills executed growth boundaries.

In 2016, the Town of Bar Nunn and City of Casper adopted their growth boundaries.

The growth boundary agreement establishes growth boundaries for the four municipalities, to the extent that one community agreed not to annex lands in another's growth area. (Figure 5)

The agreement requires that each municipality will annex lands only within the procedures outlined in state statutes, and allows the provisions of public utilities in a particular area to be worked out by the entities involved. A district can provide utilities within a particular growth area rather than the municipality.

The agreement requires annexation of lands within the growth areas. A subdivision can be developed in the City of Casper growth area as a county subdivision; however there will be an enforceable annexation agreement.



Municipal Growth Boundaries

Figure 5

#### 5.4 FACTORS IN THE GROWTH MANAGEMENT AREA

There are a number of factors which will play an important role in the development of the Growth Management Area. These include:

- The Growth Management Agreement presumes collaborative decision making among the county, city, and towns for land development issues.
- The 201 regional sewer agreement requires public sewer or the escrow of funds to construct an internal collection system for subdivisions which severely limits subdivision development in the unincorporated area.
- Department of Environmental Quality regulations require significant engineering in evaluation of any land proposed for subdivision within the unincorporated area.
- Infill of new development into existing areas is critical to development efficiency and public infrastructure that is potentially lower in cost up front and more cost effective for jurisdictions to maintain.
- The process of forming an Improvement and Service District (ISD) and obtaining grant funding to upgrade water, sewer and roadways is an excellent method to improve existing development.
- New subdivisions are required to form an Improvement and Service District (ISD).

#### 5.5 FUTURE LAND USE NEEDS

Land use is the central element of a master plan, establishing the mix and location of future land uses. The section calculates land use needs for Natrona County 2040 and sets forth the development principles utilized in locating them and is based on information from the 2014 KJ update.

Population and development projections identify land use needs during the planning period. Demographic and Economic Profiles proposed a population growth scenario producing a total 2040 population of Natrona County of about 111,000 people. Of that total, about 30,000 people would be brand new and of that, about 4,400 would be located in unincorporated Natrona County. This section uses that scenario to calculate the amount of land needed for development during this period, providing the basis for the Natrona County 2040 Future Land Use Map.

## Residential Land Use Projection

A housing demand model shows the number of housing units needed to accommodate the projected 2040 population. This is then converted to a land requirement, based on a mix of housing types and target densities. This method is based on the following assumptions and methods:

- In these calculations, the average number of people per household will remain constant at 2.44 through 2040. Nationally, household size has been declining steadily with an aging population. However, a large group of households of child-bearing age is likely.
- Households generate housing demand. Unit demand is calculated by dividing the number of people living in households (excluding people living in group quarters) by the average number of people per household. This household count equals the projected number of occupied housing units.
- The county's vacancy rate remains relatively consistent through 2040.
- Cumulative need shows the number of total units needed between the base year and 2040.

Utilizing these calculations, a cumulative demand for about 1,800 additional housing units in the unincorporated Natrona County is estimated between 2010 and 2040, a majority of these will be within the Growth Management Area.

## Residential Land Needs

Sustainable community development will involve ongoing housing improvement (including replacement of substandard housing) and moderate, managed growth. Residential land demand is based on the following factors:

- New Construction is based on the following overall distribution: 16 percent low density residential, 11 percent high density housing, 73 percent single-family detached.
- Gross residential density assumptions used for these calculations are:
  - 1 unit/5 acres for low density residential housing;
  - 1 unit/less than 5 acres for high density residential housing;
  - 3 units/acre for single-family detached housing; and

Land designated for residential development on the Natrona County 2040 Future Land Use Map should be approximately 1.5 times the "hard land demand" (the area actually needed for construction). This makes the plan flexible enough to respond to land availability issues, provides market choice and prevents artificially inflating land values.

This calculation indicates a “hard demand” for about 2,300 acres of new residential land between 2010 and 2040. At 1.5 times the “hard demand,” the land use plan should designate about 3,450 acres of possible residential development over the coming years.

#### Commercial and Industrial Land Use Needs

A growing population creates demand for new commercial development, and retail growth is an element of Natrona County’s economic development strategy. While the comprehensive plan does not include a retail market analysis it does identify adequate space to meet population demands and future growth potential. In Natrona County, new commercial development falls into two categories: projects that serve the local consumer market, and projects that take advantage of the Natrona County location and attract business from outside the immediate market area.

Demand for future industrial land, on the other hand, is linked to opportunity and recruitment, rather than exclusively to population growth. A single major corporate decision can dramatically increase (or decrease) the projected industrial demand in a community.

Despite these differences, similar projection methods are used to predict future commercial and industrial land needs. The methods include:

#### Population Proportion

- This method relates land needs to population projections. It assumes the absolute amount of commercial or industrial land per 100 people will remain relatively constant and that new development will grow in proportion to population growth. This assumes a constant relationship between the amount of land used for residential and commercial or industrial purposes, thereby relating commercial and industrial growth rates to residential development rates.

#### Commercial and Industrial Use Proportion

- The land designated commercial and industrial land use needs on the Natrona County 2040 Future Land Use Map should be about 1.5 times the hard land demand or conversion need for commercial and 3 times the need for industrial. Like the approach used in the residential model above, this provides market choice and prevents artificial inflation of land cost.

Using the largest of the alternative projections suggests designating:

- About 860 acres of additional commercial land to support local demand (1.5 times hard demand). The plan should identify additional land to accommodate a large national retailer.
- About 1,240 acres of additional industrial land (3 times the hard demand). Again, the Natrona County 2040 Future Land Use Map should include the flexibility to accommodate a very large industry not anticipated by this model.

Summary Table	
Additional Residential	3,450 Acres
Additional Commercial	860 Acres
Additional Industrial	1,240 Acres
Total New Growth	5,550 Acres
Total Acres in Natrona County	3,440,640 Acres

### The Plan Proposal

Section 5.10 outlines the development plan for each neighborhood within the Growth Management Area.

The proposed uses are based on the constraints and capacity analysis, knowledge of the land and development patterns of the area as well as knowledge of the local jurisdictional relationships.

### 5.6 INFILL

Infilling into existing areas attains the goals of keeping the cost of development down and keeping the community infrastructure compact and more efficient to operate and maintain.

### 5.7 BALANCE

The proposed land uses for the planning neighborhoods vary from the projected based on a variety of factors, but there is a close balance between the projected and the proposed final numbers. The proposed growth matched closely with the projected, the assumption being that the projected numbers will provide adequate area to develop for the land uses needed to serve the projected population.

### 5.8 EVALUATION OF THE GROWTH MANAGEMENT AREA CONSTRAINTS

#### Constraints Analysis

Constraints are physical factors that limit the development capacity of the land. These factors make land unsuitable for development, as in the case of flood plains or steep slopes, or limit the development that can safely and efficiently occur on the land. Soils

subject to wind erosion or lands with tight soils that are unsuitable for septic tanks are other examples of factors that limit development.

An analysis was made of the Growth Management Area to determine the suitability of the land for low and high density development. The land use plan was then developed using this analysis to guide the types of land uses appropriate in each neighborhood.

### Constraints

The physical factors used in the constraints analysis included the following:

- Established 100 year flood plains – flood plains established by Federal Emergency Management Agency (FEMA) as 100 year flood areas. The county flood program severely limits construction of buildings in the flood plains.
- Slopes – Slopes over ten percent are difficult to build on and were included in the analysis. Most often soils unsuitable for foundations and septic systems occur in these areas as well.
- Soils – the National Resource Conservation Service (NRCS) soils mapping on aerial photographs along with companion soils description were used to determine what soils are suitable for urban development. The classifications include listing of soil limitations for buildings, septic systems, roadways and other built features. The soil types with significant limitations on urban development were mapped. There are several hundred distinct soils areas mapped within the Growth Management Area.
- Water availability – The goal for the Growth Management Area is for all development to be served by public utilities. Areas outside the service areas of municipalities and water districts are considered to be constrained for high density development. The Casper Public Utilities cannot provide service to homes above 5,700 feet along Casper Mountain Road and above 5,500 feet in other areas near Casper Mountain. The city has determined it will neither provide nor sell water above this elevation.
- 201 Regional Sewer Area - The regional sewer service area is based on the area that is serviceable by public sewer. Areas below the regional wastewater treatment plant and areas that would require significant pumping of wastewater are excluded from this 201 service area and must rely on private sewage systems.

## 5.9 GENERAL LAND USE CATEGORIES

The plan proposed general land use categories for neighborhoods in the Growth Management Area rather than specific zoning districts. The land use categories are general in nature to fit basic agriculture, residential, commercial and industrial land uses into ar-

areas where they are appropriate and minimize the conflicts between land use areas.

Zoning is the application of more specific categories such as Commercial and Light Industrial, which refine the land uses into very specific districts with specific lot sizes, setbacks and other details, to allow local development and minimize conflict from one lot to the next.

Zoning should be based on the plan. Once the Development Plan is completed, The Zoning Resolution should be reviewed, updated, and adopted to implement the plan.

#### 5.10 PLANNING NEIGHBORHOODS

In order to closely evaluate the characteristics and site-situation of the Growth Management Area, 43 “neighborhoods” were designated. These neighborhoods were then evaluated to determine appropriate future land uses and how they should develop (no change from current patterns is proposed for many).

The review of each neighborhood is based on the following factors:

- Location, why selected.  
Most developed areas break into natural neighborhoods because of utility service and development style. The undeveloped areas are physically distinct for the most part, with roads or railroads between.
- Size  
A very general estimate of potential development area is used.
- Access – Transportation  
A review was made of the access to each neighborhood.
- Water  
From the best available information whether there is water service from a public source, or if it is predominantly private, individual wells.
- Sewer  
Sewer is evaluated by the predominant existing service and if there is potential to serve an area from a public source.
- Soils  
SCS (NRCS) soils map and descriptions were reviewed, using aerial photography and the soil type descriptions. These descriptions explain if a soil is suitable for development, irrigation, etc. The listing of “moderate” or “severe” is a generalization of soil constraints for development and septic tanks. We have not listed the specifics of each of the hundreds of soil types. On site investigations are necessary for development.
- Topography  
A general evaluation of slopes. Hilly means low density development or no devel-

opment is best.

- Hydrology  
In an area with no public water, a generalization as to groundwater availability is made; high groundwater and waterways are listed. This is general knowledge and is not taken from well logs.
- Floodplains  
Floodplains established by FEMA are indicated. Other flood plains may exist, but are not mapped. Flood plain regulations deal exclusively with FEMA designated floodplains. Developers are required to calculate a 100 year floodplain for subdivisions where FEMA floodplains are not established. None or NA means no FEMA floodplains.
- Wildlife Habitats  
Wyoming Game and Fish habitats were reviewed. The only habitat in the growth management area is the critical winter range for mule deer between Casper and the foot of Casper Mountain.
- Existing Land Use  
A listing of what uses are on the ground currently, from the inventory completed by the county, and an air photo.
- Current Zoning  
Zoning Districts are listed. The zoning map is very difficult to interpret in many areas and in many areas there are many different zoning districts.
- Developmental Capacity  
This is an evaluation as to whether it is economically and/or physically feasible to develop the land as low or high density residential.
- Serviceability  
This evaluation shows whether public utilities and access are possible for higher density development.

A. Recommendations

1. Existing Land Use  
A list of how the land is currently being used. This may not be the same as the current zoning.
2. Current Zoning  
Lists the current zoning within the neighborhood. This may not be the same as the land use.
3. Transportation  
External roads to the neighborhood are listed.
4. Development Plan

The recommended uses, general zoning and transportation needs of the neighborhood as well as coordination with municipalities.

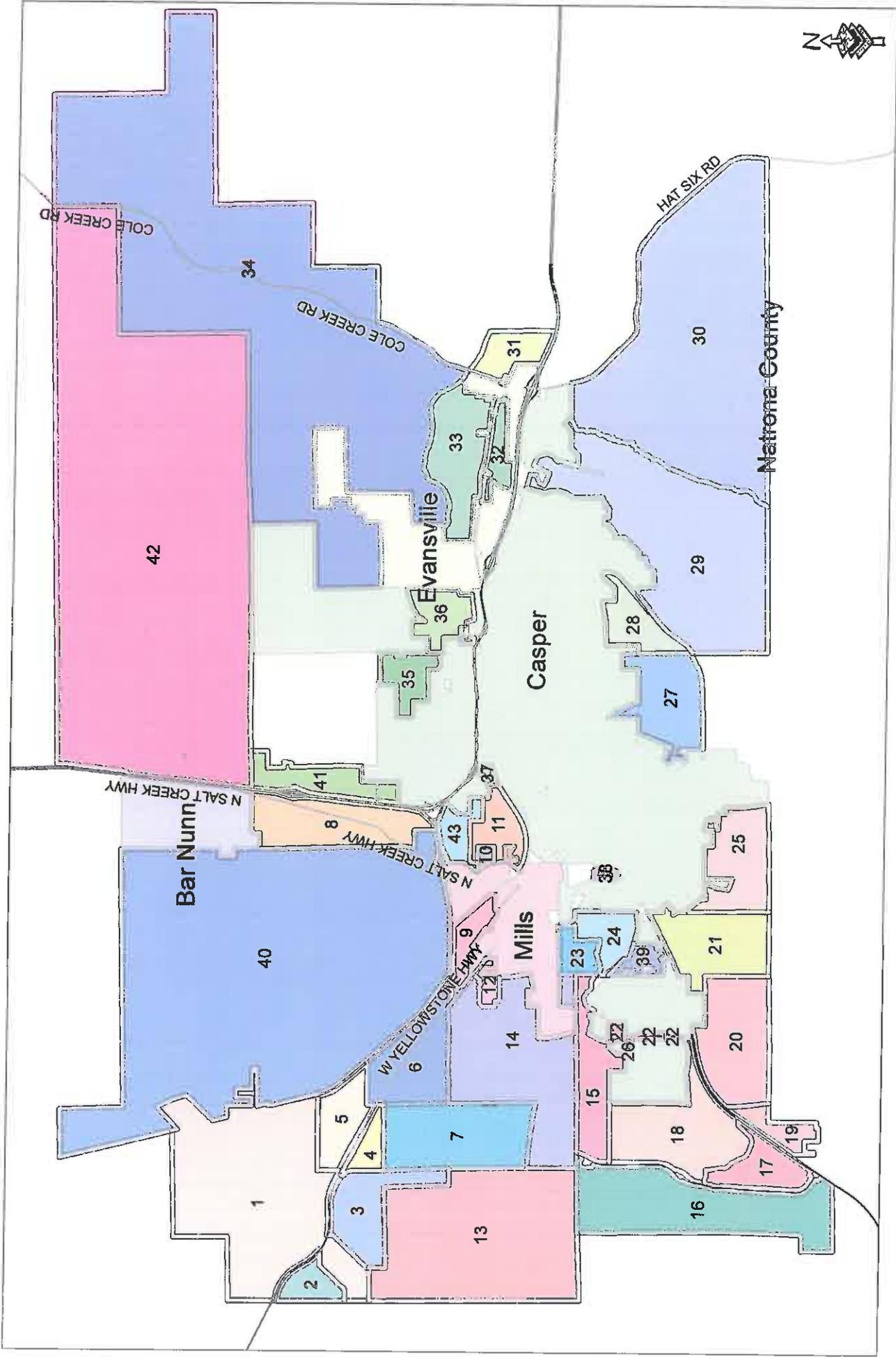
5. Goals that apply

Basic goals from the goals statement that apply to the proposed plan for each neighborhood.

B. Planning Neighborhood Summaries

Each of the planning neighborhoods were evaluated using the factors listed in the previous section. Included below are the recommendation sections for each neighborhood. These recommendations are for land use, zoning, transportation, and the ultimate development plan. These are based on the evaluation of the development capacity of each neighborhood and then an integration of each neighborhood into the plan for the entire Growth Management Area.

The neighborhoods are mapped on Figure 5-A.



Growth Management Area  
Neighborhoods by Number

Figure 5-A

Planning Neighborhood Summary  
Neighborhood 1 – Airport (Figure 5-1)

A. Recommendations

*Land Use Projection*

Industrial type development.

1. Existing Land Use  
Airport and affiliated industrial park development.
2. Current Zoning  
Planned Unit Development (PUD).
3. Transportation  
W Yellowstone Hwy. Potential access to I-25. See 2015 IRP.
4. Development Plan  
Upgrade industrial park areas, develop industrial sites, utilize foreign trade zone.
5. Goals that apply  
Infill

Planning Neighborhood Summary  
Neighborhood 2 – Landmark (Figure 5-1)

A. Recommendations

*Land Use Projection*

Industrial projection, residential on south end.

1. Existing Land Use  
Industrial, Residential, Commercial and Agricultural.
2. Current Zoning  
Industrial and Residential.
3. Transportation  
W US Highway 20-26 and Nine Mile Rd.
4. Development Plan  
Infill Industrial north of Landmark Ln. Residential south from Zephyr Rd. Airport corridor limits development. Upgrade/maintain roads through ISDs.

Planning Neighborhood Summary  
Neighborhood 3 – WLW (Figure 5-1)

A. Recommendations

*Land Use Projection*

Limited industrial south of irrigation ditch, some new industrial.

1. Existing Land Use

Industrial, Residential and Agricultural.

2. Current Zoning  
Industrial, Residential, Commercial and Agricultural.
3. Transportation  
Seven Mile Rd and 6 WN Rd.
4. Development plan  
Infill existing parcels with new limited development. Upgrade roads through an ISD.

Planning Neighborhood Summary  
Neighborhood 4 - Vista West North (Figure 5-1)

A. Recommendations

*Land Use Projection*

Residential development west, industrial east.

1. Existing Land Use  
Industrial and Agricultural.
2. Current Zoning  
Industrial and Residential.
3. Transportation  
6 WN Road, Six and Seven Mile Road
4. Development Plan  
Development should be served by water service area and regional sewer area.
5. Goals that apply  
Public water and sewer.

Planning Neighborhood Summary  
Neighborhood 5 – Airbase Acres (Figure 5-2)

A. Recommendations

*Land Use Projection*

No new residential – infill Commercial and Industrial

1. Existing Land Use  
Industrial, Commercial and Residential.
2. Current Zoning  
Commercial, Industrial, Residential and Agricultural.
3. Transportation  
Six Mile Rd and Old Yellowstone Hwy.
4. Development Plan  
Infill with Industrial and Commercial. Upgrade roads through an ISD.

Planning Neighborhood Summary  
Neighborhood 6 – Westgate (Figure 5-2)

A. Recommendations

*Land Use Projection*

Infill Industrial.

1. Existing Land Use  
Industrial.
2. Current Zoning  
Industrial.
3. Transportation  
Old Yellowstone Hwy, Six Mile Rd and Zero Rd.
4. Development Plan  
Development should be served by water service area and regional sewer. Upgrade roads through an ISD.

Planning Neighborhood Summary  
Neighborhood 7 – Vista West (Figure 5-2)

A. Recommendations

*Land Use Projection*

Infill Residential.

1. Existing Land Use  
Residential, Industrial and Agricultural.
2. Current Zoning  
Residential, Industrial and Agricultural.
3. Transportation  
6 WN Rd, Six Mile Rd, Seven Mile Rd, Poison Spider Rd.
4. Development Plan  
Infill. Residential south of Zero Road. Connection to water service area and regional sewer. Upgrade roads through an ISD.

Planning Neighborhood Summary  
Neighborhood 8 – Wardwell (Figure 5-3)

A. Recommendations

*Land Use Projection*

Infill Industrial, some Commercial

1. Existing Land Use  
Industrial, Commercial, Residential, and Agricultural.
2. Current Zoning  
Commercial, Industrial, Residential and Agricultural.

3. Transportation  
Salt Creek Hwy. Work with WYDOT on road issues.
4. Development Plan  
Upgrade roads, infill commercial/industrial. No new residential.

Planning Neighborhood Summary  
Neighborhood 9 – Mills Transmodal (Figure 5-4)

A. Recommendations

*Land Use Projection*

New Commercial, Industrial.

1. Existing Land Use  
Industrial and Agricultural.
2. Current Zoning  
Industrial, Agricultural and Residential.
3. Transportation  
Old Yellowstone Hwy.
4. Development Plan  
Infill Industrial. Coordinate with Mills for future annexation.

Planning Neighborhood Summary  
Neighborhood 10 – Midwest Heights (Figure 5-5)

A. Recommendations

*Land Use Projection*

Infill Industrial.

1. Existing Land Use  
Industrial and Residential.
2. Current Zoning  
Industrial and Residential.
3. Transportation  
Salt Creek Hwy.
4. Development Plan  
Upgrade roads with ISD. Redevelop as Industrial.
5. Goals that apply  
Infill. Clean up nuisances.

Planning Neighborhood Summary  
Neighborhood 11 – Black Hills (Figure 5-5)

A. Recommendations

*Land Use Projection*

No New.

1. Existing Land Use  
Industrial.
2. Current Zoning  
Industrial.
3. Transportation  
Salt Creek Highway and English Avenue.
4. Development Plan  
Infill Industrial.

Planning Neighborhood Summary  
Neighborhood 12 – Hanly (Figure 5-4)

A. Recommendations

*Land Use Projection*

Industrial infill, new commercial and new industrial.

1. Existing Land Use  
Industrial, Residential and Commercial.
2. Current Zoning  
Industrial, Residential and Commercial.
3. Transportation  
W Yellowstone Hwy.
4. Development Plan  
Infill with Commercial and Industrial. Upgrade roads with an ISD. Coordinate with Mills for future annexation.

Planning Neighborhood Summary  
Neighborhood 13 – Poison Spider (Figure 5-6)

A. Recommendations

*Land Use Projection*

Limited Residential.

1. Existing Land Use  
Agricultural and Residential.
2. Current Zoning  
Agricultural and Residential.
3. Transportation  
Poison Spider and Zero Road.
4. Development Plan  
Limit development to low density residential. Development should be served by water service area.

Planning Neighborhood Summary  
Neighborhood 14 – West Belt Loop/North Robertson Rd. (Figure 5-7)

A. Recommendations

*Land Use Projection*

Industrial, low and high density residential.

1. Existing Land Use  
Industrial, Residential, Commercial and Agricultural.
2. Current Zoning  
Industrial, Residential and Agricultural.
3. Transportation  
Zero Rd, Poison Spider Road, West Belt Loop. See West Belt Loop Land Use, Connectivity, and Access Plan.
4. Development Plan  
Industrial east of West Belt Loop and north of Poison Spider. High density residential closer to Mills. Mitigate selenium impacts.

Planning Neighborhood Summary  
Neighborhood 15 – West Belt Loop/South Robertson Rd. (Figure 5-8)

A. Recommendations

*Land Use Projection*

Residential south of power lines, west to WBL and east to Upper Dempsey.

1. Existing Land Use  
Residential and Agricultural.
2. Current Zoning  
Residential and Agricultural.
3. Transportation  
Robertson Road and West Belt Loop. See West Belt Loop Land Use, Connectivity, and Access Plan.
4. Development Plan  
Residential. Mitigate selenium impacts.

Planning Neighborhood Summary  
Neighborhood 16 – Rimrock (Figure 5-9)

A. Recommendations

*Land Use Projection*

Residential and Commercial.

1. Existing Land Use  
Agricultural.
2. Current Zoning  
Agricultural.
3. Transportation  
West Belt Loop. See West Belt Loop Land Use,

Connectivity, and Access Plan.

4. Development Plan  
Commercial at State Highway 220, Residential and Agricultural. See West Belt Loop Land Use, Connectivity, and Access Plan (Section 3).

Planning Neighborhood Summary  
Neighborhood 17 – South WBL (Figure 5-9)

A. Recommendations

*Land Use Projection*  
Residential and Commercial.

1. Existing Land Use  
Agricultural and Commercial.
2. Current Zoning  
Agricultural and Commercial.
3. Transportation  
State Highway 220, West Belt Loop. See West Belt Loop Land Use, Connectivity and Access Plan.
4. Development Plan  
Commercial at State Highway 220, residential other. Coordinate with Casper on development.

Planning Neighborhood Summary  
Neighborhood 18 – Red Butte (Figure 5-9)

A. Recommendations

*Land Use Projection*  
Infill Residential.

1. Existing Land Use  
Residential, Commercial and Agricultural.
2. Current Zoning  
Residential, Commercial and Agricultural.
3. Transportation  
State Highway 220 and West Belt Loop. See West Belt Loop Land Use, Connectivity and Access Plan.
4. Development Plan  
Infill. Upgrade roads, ISD. See West Belt Loop Land Use, Connectivity and Access Plan. Coordinate with Casper.

Planning Neighborhood Summary  
Neighborhood 19 – Indian Springs (Figure 5-9)

A. Recommendations

*Land Use Projection*  
Infill Residential.

1. Existing Land Use  
Residential and Commercial.
2. Current Zoning  
Residential and Commercial.
3. Transportation  
State Highway 220.
4. Development Plan  
Maintain neighborhood, Infill. ISDs.

Planning Neighborhood Summary  
Neighborhood 20 – Westland (Figure 5-10)

A. Recommendations

*Land Use Projection*  
Infill new dwelling units.

1. Existing Land Use  
Residential and Agricultural.
2. Current Zoning  
Residential and Agricultural.
3. Transportation  
State Highway 220, Coates Rd and Skyline.
4. Development Plan  
Infill residential, maintain infrastructure. Coordinate with Casper.

Planning Neighborhood Summary  
Neighborhood 21 – Wolf/Squaw Creek (Figure 5-11)

A. Recommendations

*Land Use Projection*  
Infill residential, new dwelling units. Some Commercial.

1. Existing Land Use  
Residential, Commercial and Agricultural.
2. Current Zoning  
Residential, Commercial, Agricultural and Industrial.
3. Transportation  
State Highway 220, Squaw Creek Rd and Wolf Creek Rd.
4. Development Plan  
Infill residential, upgrade roads through ISDs. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 22 – Rivers Bend (Figure 5-12)

A. Recommendation

*Land Use Projection*

Minimal infill.

1. Existing Land Use  
Residential.
2. Current Zoning  
Residential.
3. Transportation  
South Robertson Rd and Riverbend Rd.
4. Development Plan  
Upgrade roads through ISD. Maintain Neighborhood. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 23 – Upper Dempsey (Figure 5-14)

A. Recommendations

*Land Use Projection*

Residential infill.

1. Existing Land Use  
Industrial, Commercial and Residential.
2. Current Zoning  
Industrial, Commercial and Residential.
3. Transportation  
Pendell Blvd, Chamberlin Rd and Boles Rd.
4. Development Plan  
Upgrade roads through ISD. Maintain Residential. Coordinate with Mills for future annexation.

Planning Neighborhood Summary  
Neighborhood 24 – Lower Dempsey (Figure 5-14)

A. Recommendations

*Land Use Projection*

Infill, new homes.

1. Existing Land Use  
Residential
2. Current Zoning  
Residential.
3. Transportation  
Pendell Blvd and Chamberlin Rd.
4. Development Plan  
Infill only. Maintain neighborhood. Upgrade

roads through ISD. Coordinate with Mills for future annexation.

Planning Neighborhood Summary  
Neighborhood 25 – Dragon’s Back (Figure 5-15)

A. Recommendations

*Land Use Projection*

Infill.

1. Existing Land Use  
Agricultural and Residential.
2. Current Zoning  
Agricultural, Residential and Commercial.
3. Transportation  
SW Wyoming Blvd and S Poplar St.
4. Development Plan  
Infill. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 26 – Green Valley (Figure 5-12)

A. Recommendations

*Land Use Projection*

Mobile Home Park.

1. Existing Land Use  
Mobile Home Park.
2. Current Zoning  
Residential.
3. Transportation  
S Robertson Rd.
4. Development Plan  
Maintain neighborhood. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 27 – Allendale (Figure 5-13)

A. Recommendations

*Land Use Projection*

Residential infill.

1. Existing Land Use  
Residential, Agricultural and Commercial.
2. Current Zoning  
Residential and Commercial.
3. Transportation  
S McKinley St, S Beverly St and Allendale Blvd.

4. Development Plan  
Residential infill. Upgrade roads through ISD.  
Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 28 – South Beverly (Figure 5-13)

A. Recommendations

*Land Use Projection*  
Residential.

1. Existing Land Use  
Agricultural.
2. Current Zoning  
Agricultural.
3. Transportation  
S Beverly St, E 21<sup>st</sup> St, SE Wyoming Blvd and  
Country Club Rd.
4. Development Plan  
Residential infill. Coordinate with Casper for  
future annexation.

Planning Neighborhood Summary  
Neighborhood 29 – Hat Six One (Figure 5-16)

A. Recommendations

*Land Use Projection*  
Residential infill.

1. Existing Land Use  
Residential, Agricultural and Commercial.
2. Current Zoning  
Residential and Agricultural.
3. Transportation  
SE Wyoming Blvd and Country Club Rd.
4. Development Plan  
Residential. Coordinate with Casper for future  
annexation.

Planning Neighborhood Summary  
Neighborhood 30 – Hat Six Two (Figure 5-16)

A. Recommendations

*Land Use Projection*  
Agricultural and Residential.

1. Existing Land Use  
Agricultural.
2. Current Zoning  
Agricultural.

3. Transportation  
E 2<sup>nd</sup> St and Hat Six Rd.

4. Development Plan  
Agricultural and Residential.

Planning Neighborhood Summary  
Neighborhood 31 – East 1 (Figure 5-17)

A. Recommendations

*Land Use Projection*  
Residential, Industrial and Commercial.

1. Existing Land Use  
Industrial, Residential and Agricultural.
2. Current Zoning  
Industrial, Residential and Agricultural.
3. Transportation  
E US Highway 20-26 and Cole Creek Rd.
4. Development Plan  
Residential, Industrial and Commercial. Coordi-  
nate with Evansville for future annexation.

Planning Neighborhood Summary  
Neighborhood 32 – Lathrop (Figure 5-17)

A. Recommendations

*Land Use Projection*  
Infill Industrial.

1. Existing Land Use  
Industrial, Commercial and Agricultural.
2. Current Zoning  
Industrial, Commercial and Agricultural.
3. Transportation  
E Yellowstone Hwy, Blackmore Rd and Wildcat  
Rd.
4. Development Plan  
Industrial/Commercial infill. Roads through ISD.  
Coordinate with Evansville for future annexa-  
tion.

Planning Neighborhood Summary  
Neighborhood 33 – Brookhurst (Figure 5-17)

A. Recommendations

*Land Use Projection*  
Infill.

1. Existing Land Use  
Residential, Industrial and Commercial.
2. Current Zoning

Residential, Industrial and Commercial.

3. Transportation  
E Yellowstone Hwy and Mystery Bridge Rd.
4. Development Plan  
Infill. Coordinate with Evansville for future annexation.

Planning Neighborhood Summary  
Neighborhood 34 – Sandy Lake (Figure 5-18)

A. Recommendations

*Land Use Projection*

Infill only in existing subdivisions.

1. Existing Land Use  
Residential, Agricultural and Industrial.
2. Current Zoning  
Residential and Agricultural.
3. Transportation  
Cole Creek Road.
4. Development Plan  
Residential infill. Upgrade roads through ISD.  
No new Major Subdivisions.

Planning Neighborhood Summary  
Neighborhood 35 – Sunlight/Meester (Figure 5-20)

A. Recommendations

*Land Use Projection*

New Commercial south with residential north.

1. Existing Land Use  
Residential, Commercial and Industrial.
2. Current Zoning  
Residential, Commercial and Industrial.
3. Transportation  
Bryan Stock Trl.
4. Development Plan  
Commercial/Industrial south, residential north off of Sunlight. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 36 – JTL (Figure 5-20)

A. Recommendations

*Land Use Projection*

Infill Industrial.

1. Existing Land Use

Industrial.

2. Current Zoning  
Industrial.
3. Transportation  
Bryan Stock Trl.
4. Development Plan  
Industrial. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 37 – Wyoming Industrial (Figure 5-19)

A. Recommendations

*Land Use Projection*  
Infill Commercial.

1. Existing Land Use  
Commercial.
2. Current Zoning  
Commercial.
3. Transportation  
N Poplar St.
4. Development Plan  
Upgrade roads through ISD. Annex to Casper.

Planning Neighborhood Summary  
Neighborhood 38 – South Fairgrounds (Figure 5-21)

A. Recommendations

*Land Use Projection*  
Commercial Infill.

1. Existing Land Use  
Commercial and Agricultural.
2. Current Zoning  
Commercial and Agricultural.
3. Transportation  
Fairgrounds Road, CY Ave and SW Wyoming Blvd.
4. Development Plan  
Commercial, develop as highway business with water and sewer. Good commercial frontage on Wyoming Blvd. Annex to Casper.

Planning Neighborhood Summary  
Neighborhood 39 – Dowler (Figure 5-22)

A. Recommendations

*Land Use Projection*

Infill and new commercial development.

1. Existing Land Use  
Commercial, Industrial and Residential.
2. Current Zoning  
Commercial, Industrial and Residential.
3. Transportation  
State Highway 220 and Paradise Dr.
4. Development Plan  
Upgrade utilities. Redevelop as commercial/business park. Retain existing residential at north end. Coordinate with Casper for future annexation.

Planning Neighborhood Summary  
Neighborhood 40 – Enterprise (Figure 5-23)

A. Recommendations

*Land Use Projection*  
Industrial.

1. Existing Land Use  
Agricultural.
2. Current Zoning  
Agricultural.
3. Transportation  
Six Mile Rd, Salt Creek Highway, Westwinds Road. Potential connection from Six Mile Road to I-25. See Polaris Road Study and 2015 IRP.
4. Development Plan  
Industrial development. Coordinate with Bar Nunn/Casper.

Planning Neighborhood Summary  
Neighborhood 41 – North Poplar (Figure 5-3)

A. Recommendations

*Land Use Projection*  
Industrial.

1. Existing Land Use  
Industrial and Agricultural.
2. Current Zoning  
Industrial and Agricultural.
3. Transportation  
N Poplar St and Amoco Rd.
4. Development Plan  
Industrial along N Poplar St.

Planning Neighborhood Summary  
Neighborhood 42 – Resolution Flats (Figure 5-24)

A. Recommendations

*Land Use Projection*  
Residential and Commercial

1. Existing Land Use  
Agricultural and Residential.
2. Current Zoning  
Agricultural, Commercial and Residential.
3. Transportation  
N Poplar St.
4. Development Plan  
Residential and Commercial. Coordinate with Casper and Evansville.

Planning Neighborhood Summary  
Neighborhood 43 – Salt Creek Heights (Figure 5-5)

A. Recommendations

*Land Use Projection*  
Industrial and Commercial.

1. Existing Land Use  
Industrial.
2. Current Zoning  
Planned Unit Development (PUD).
3. Transportation  
Opportunity Blvd, English Ave, Salt Creek Highway and Salt Creek Parkway.
4. Development Plan  
Annex to Casper.



Figure 5-1  
Neighborhoods 1-4



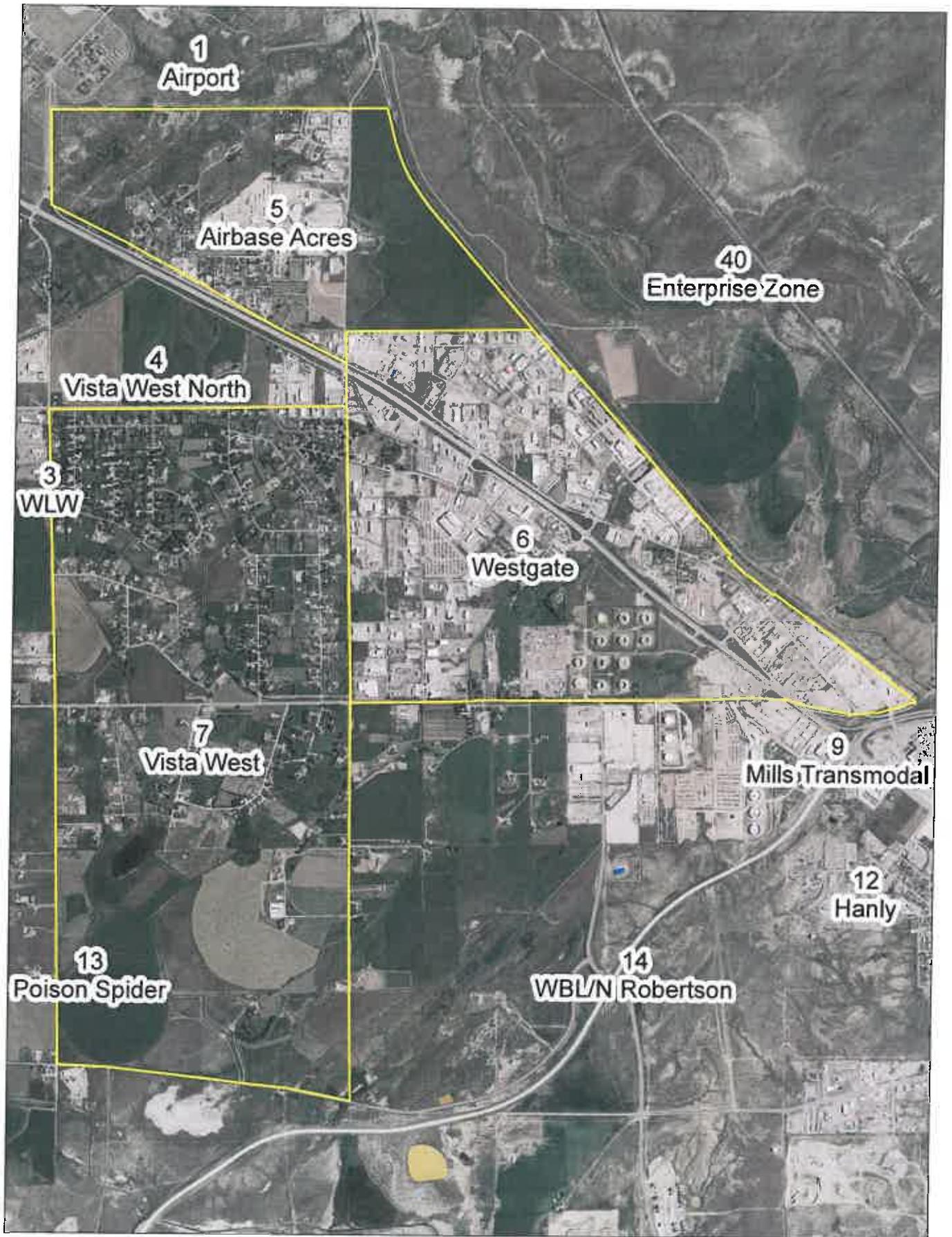


Figure 5-2  
Neighborhoods 5-7



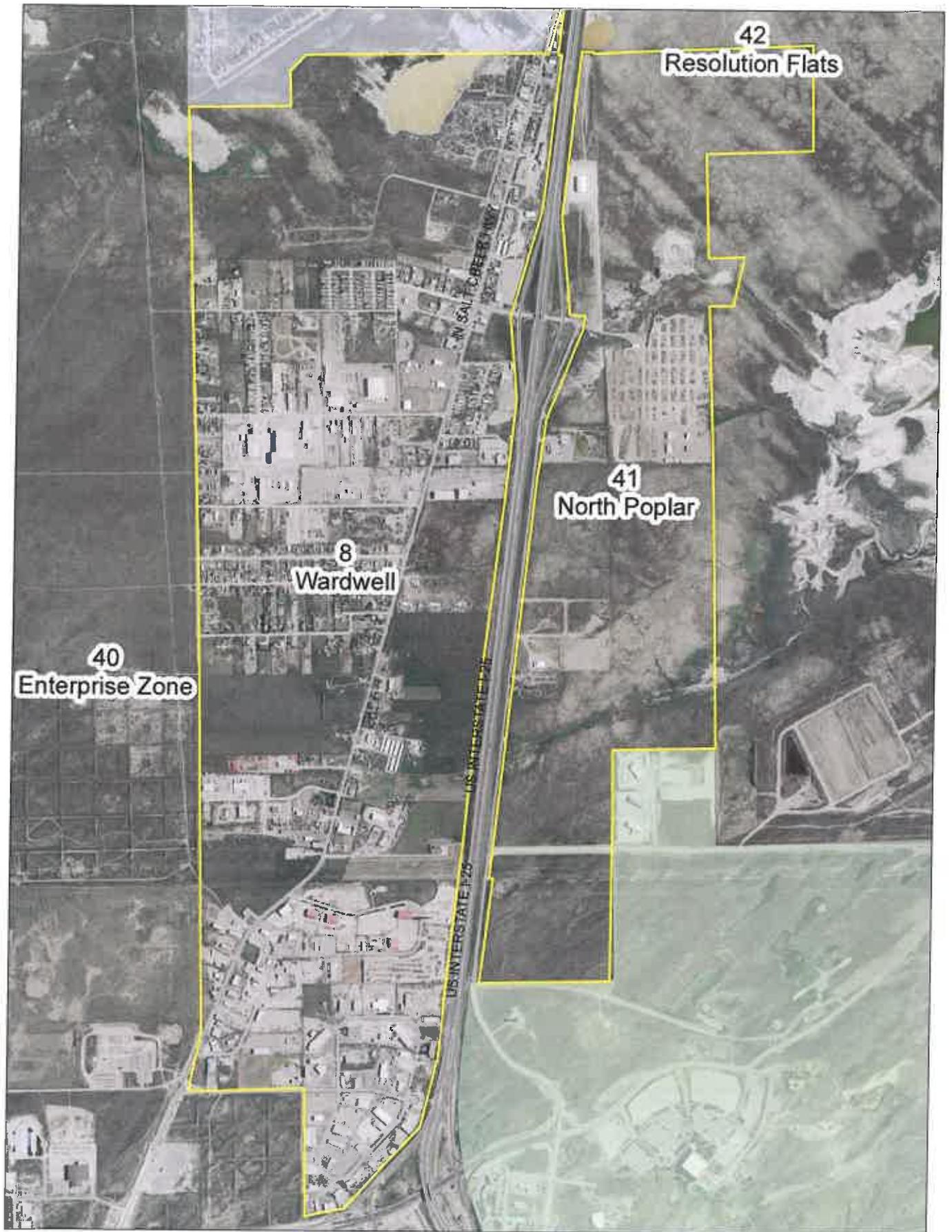


Figure 5-3  
Neighborhoods 8 & 41



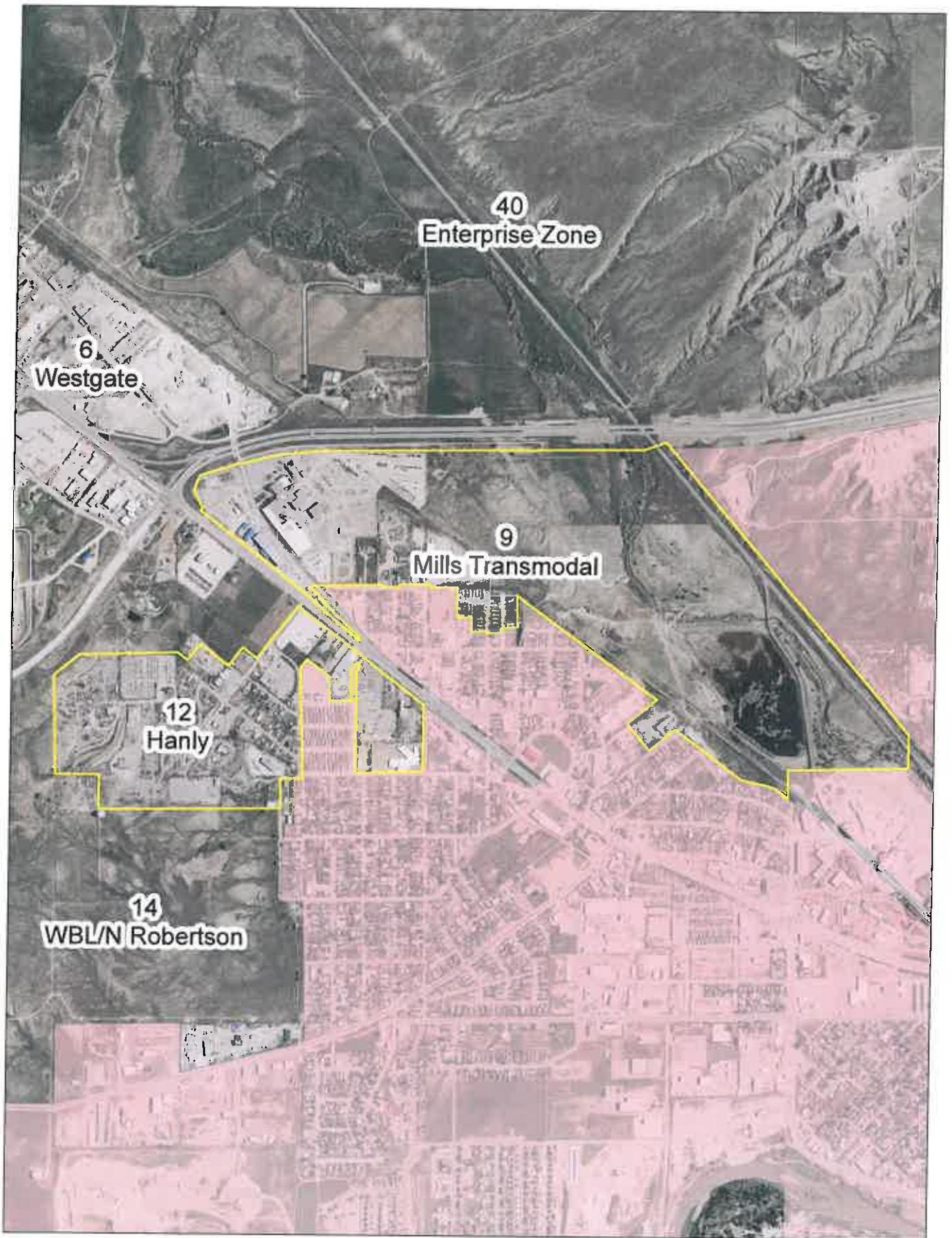


Figure 5-4  
Neighborhoods 9 & 12



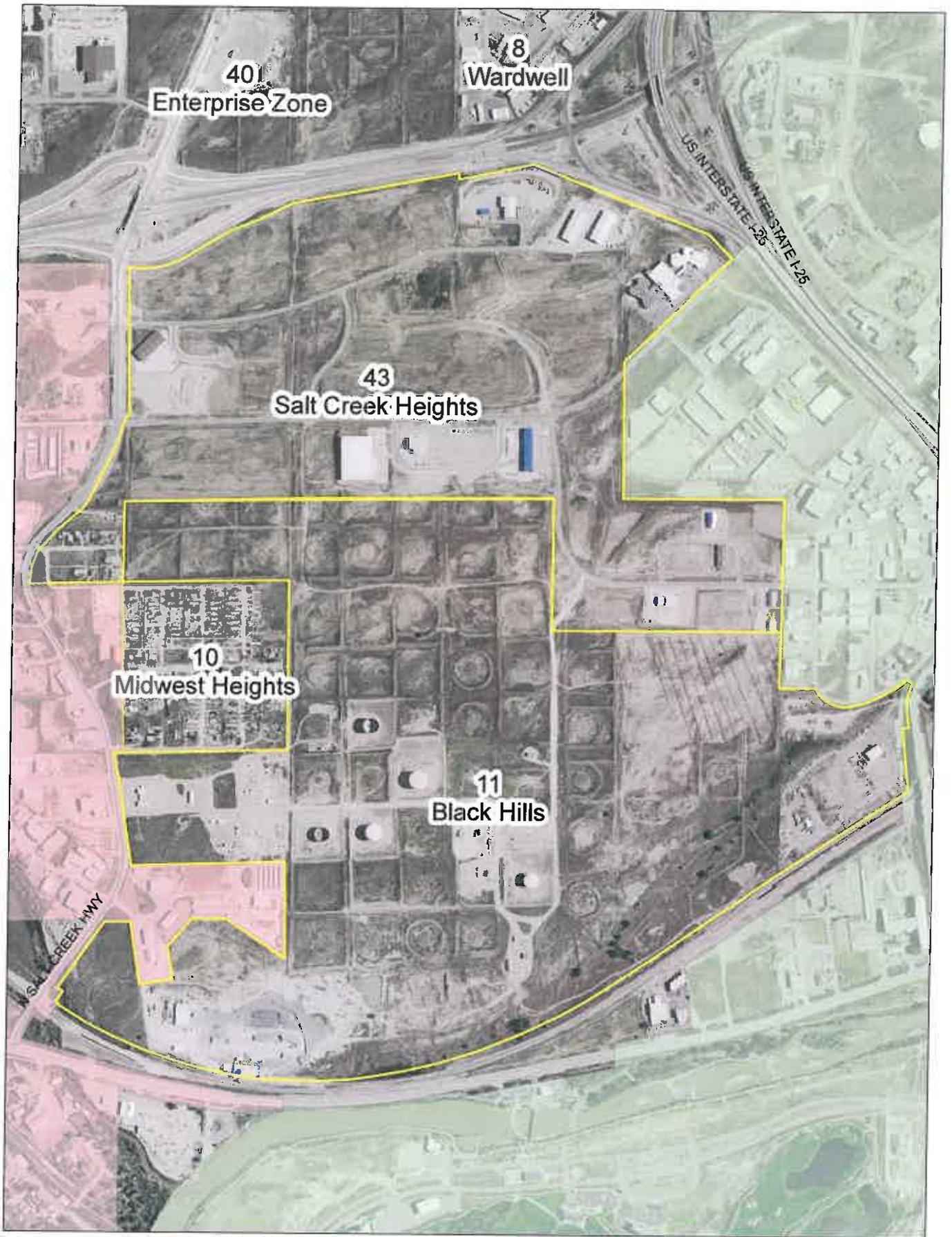


Figure 5-5  
Neighborhoods 10, 11 & 43



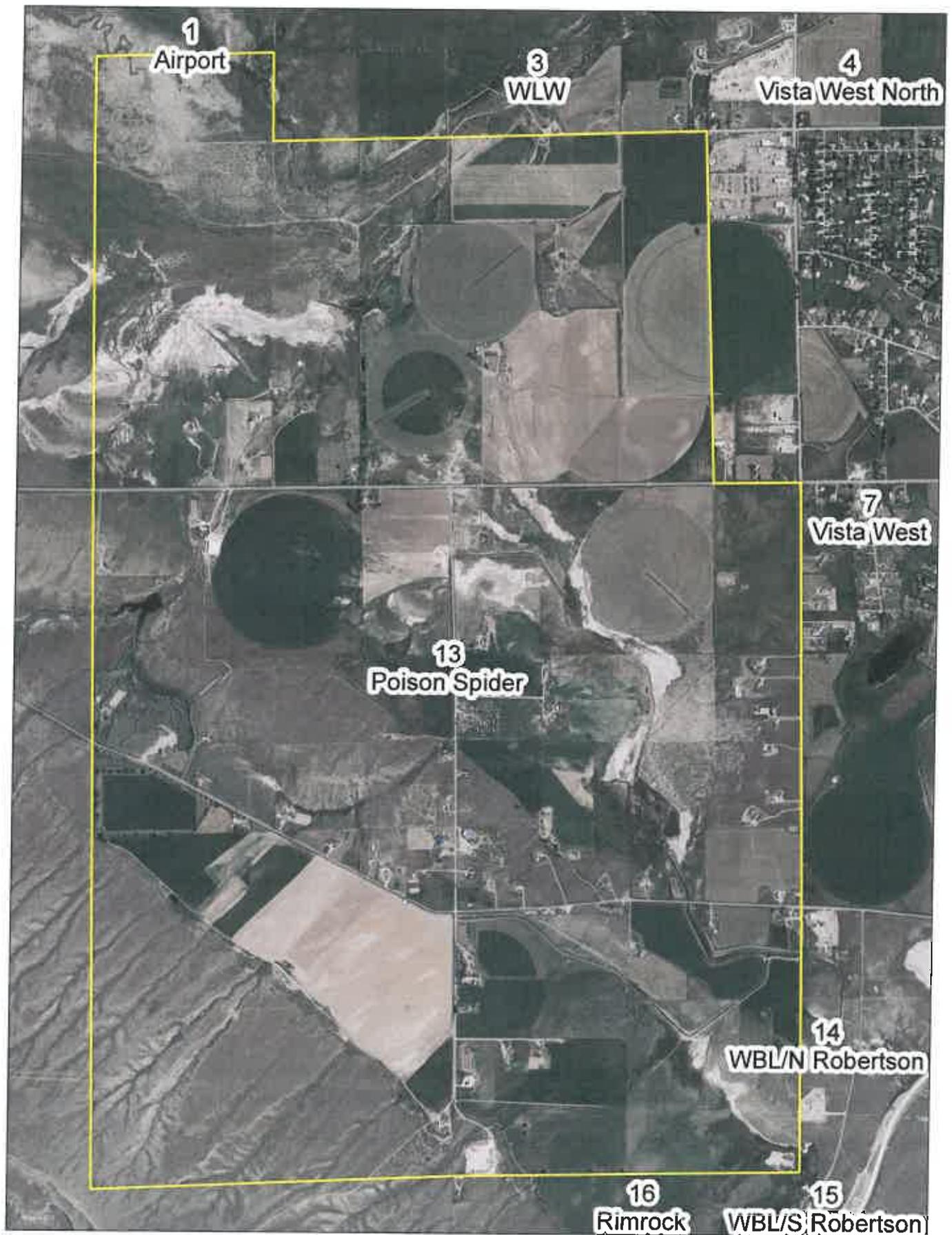


Figure 5-6  
Neighborhood 13



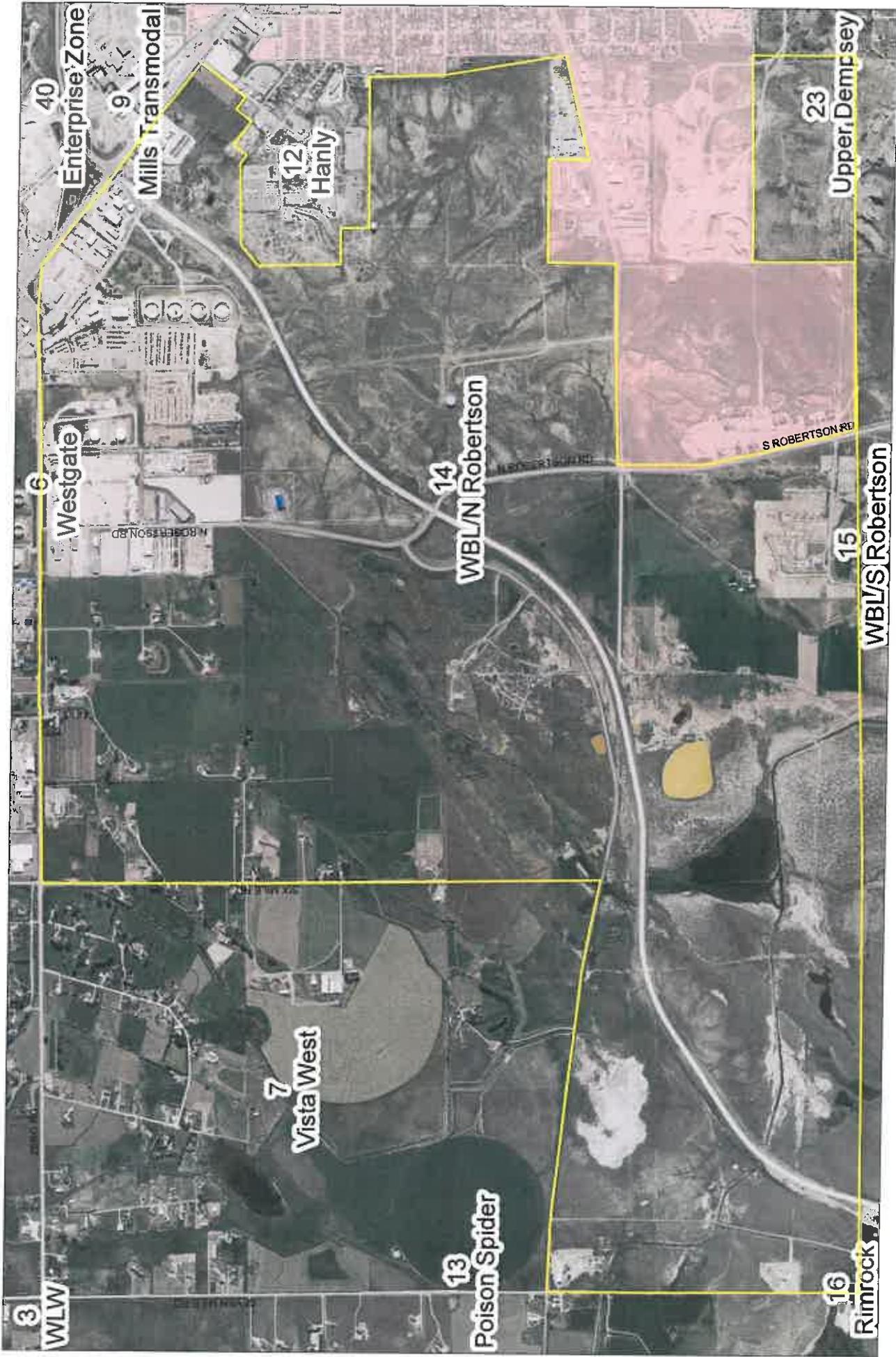


Figure 5-7  
Neighborhood 14

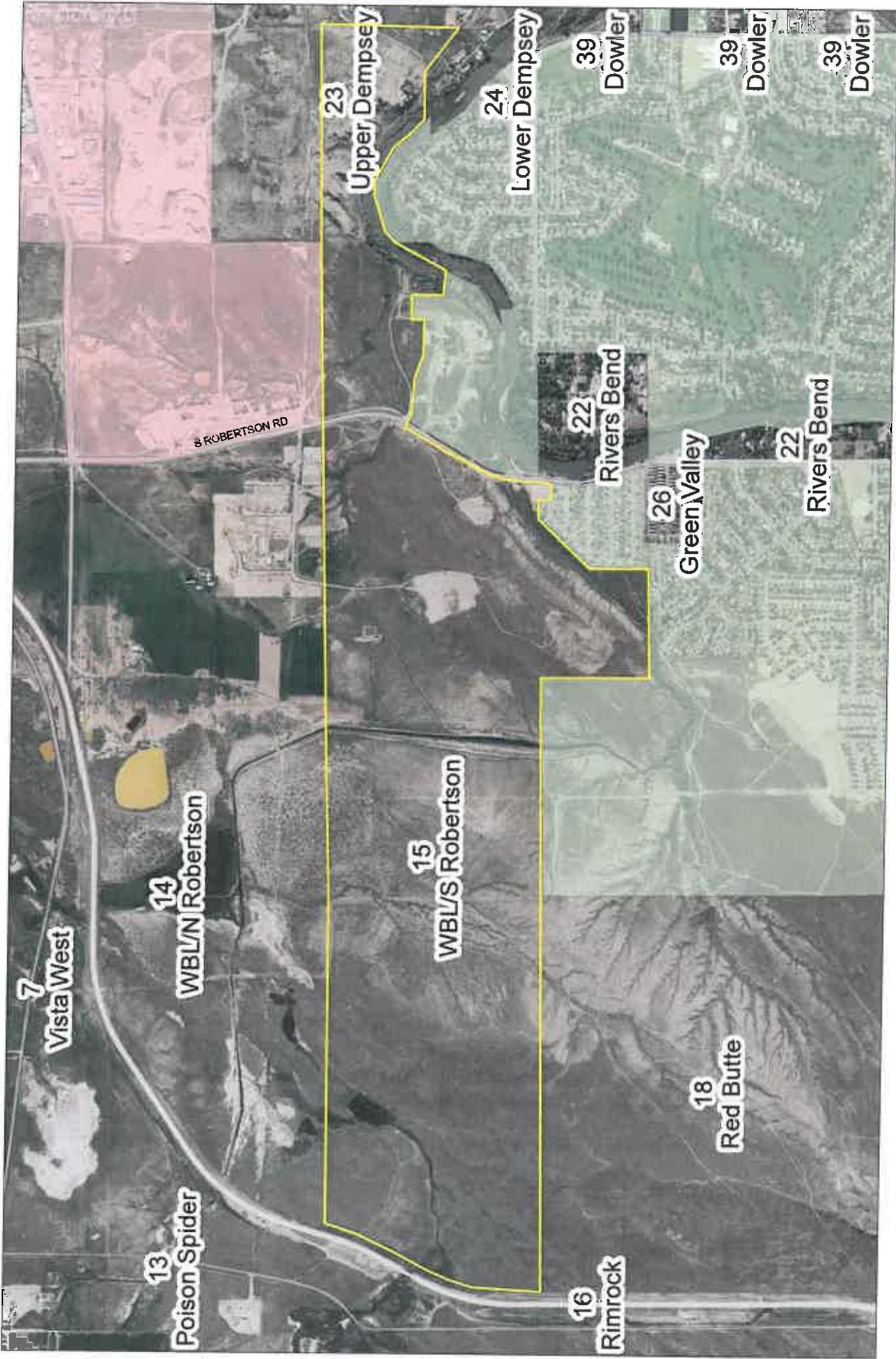


Figure 5-8  
 Neighborhood 15

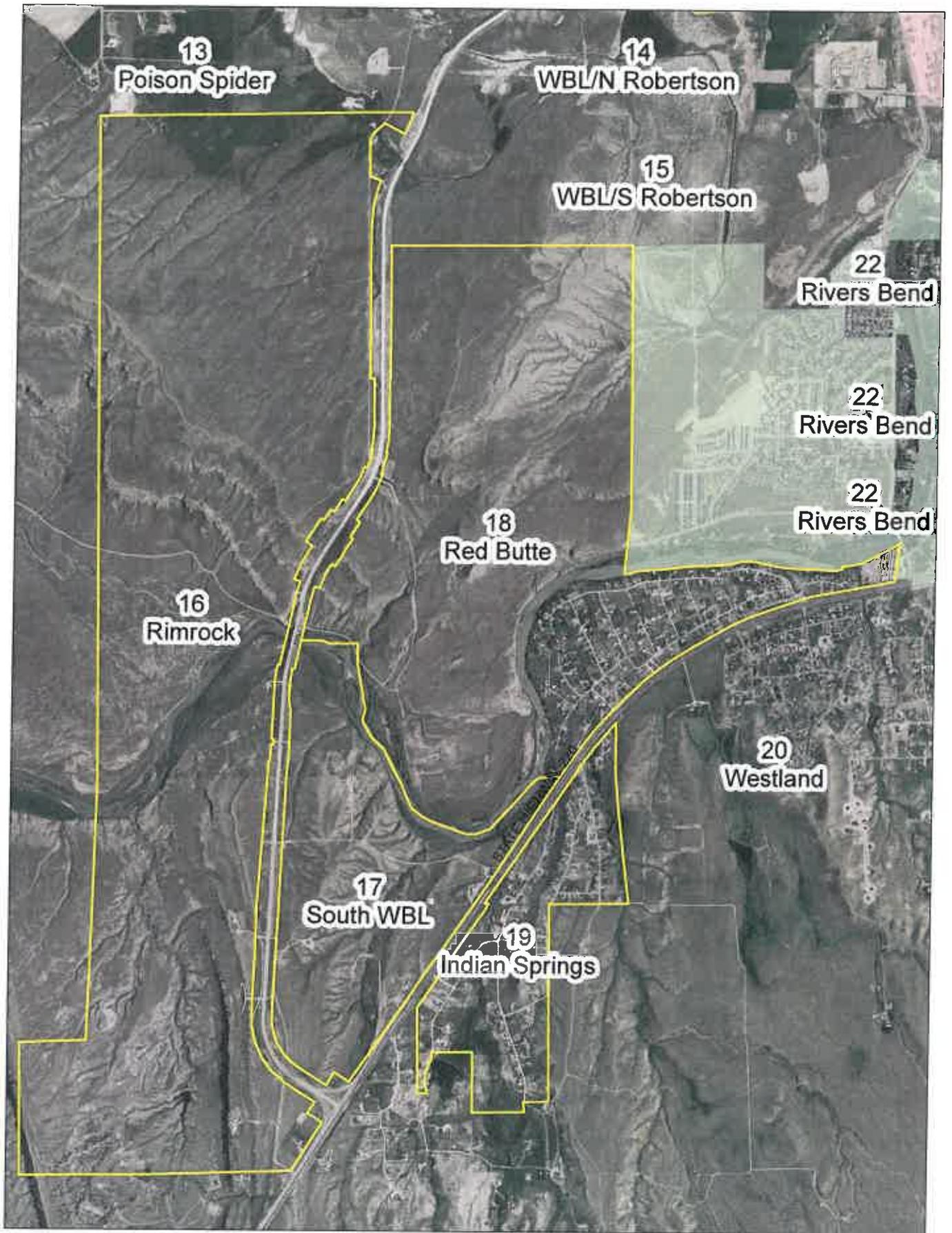


Figure 5-9  
Neighborhoods 16-19



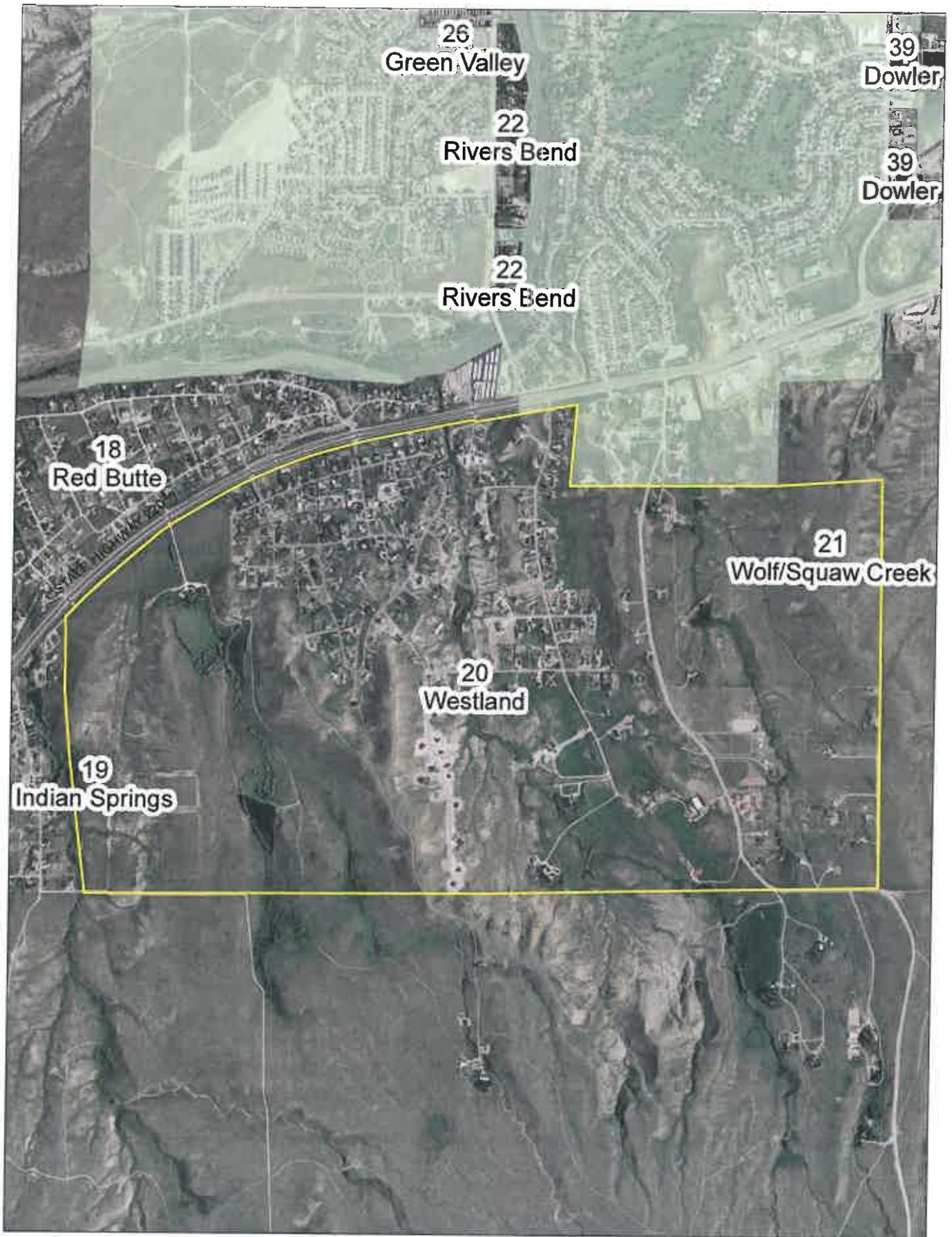


Figure 5-10  
Neighborhood 20



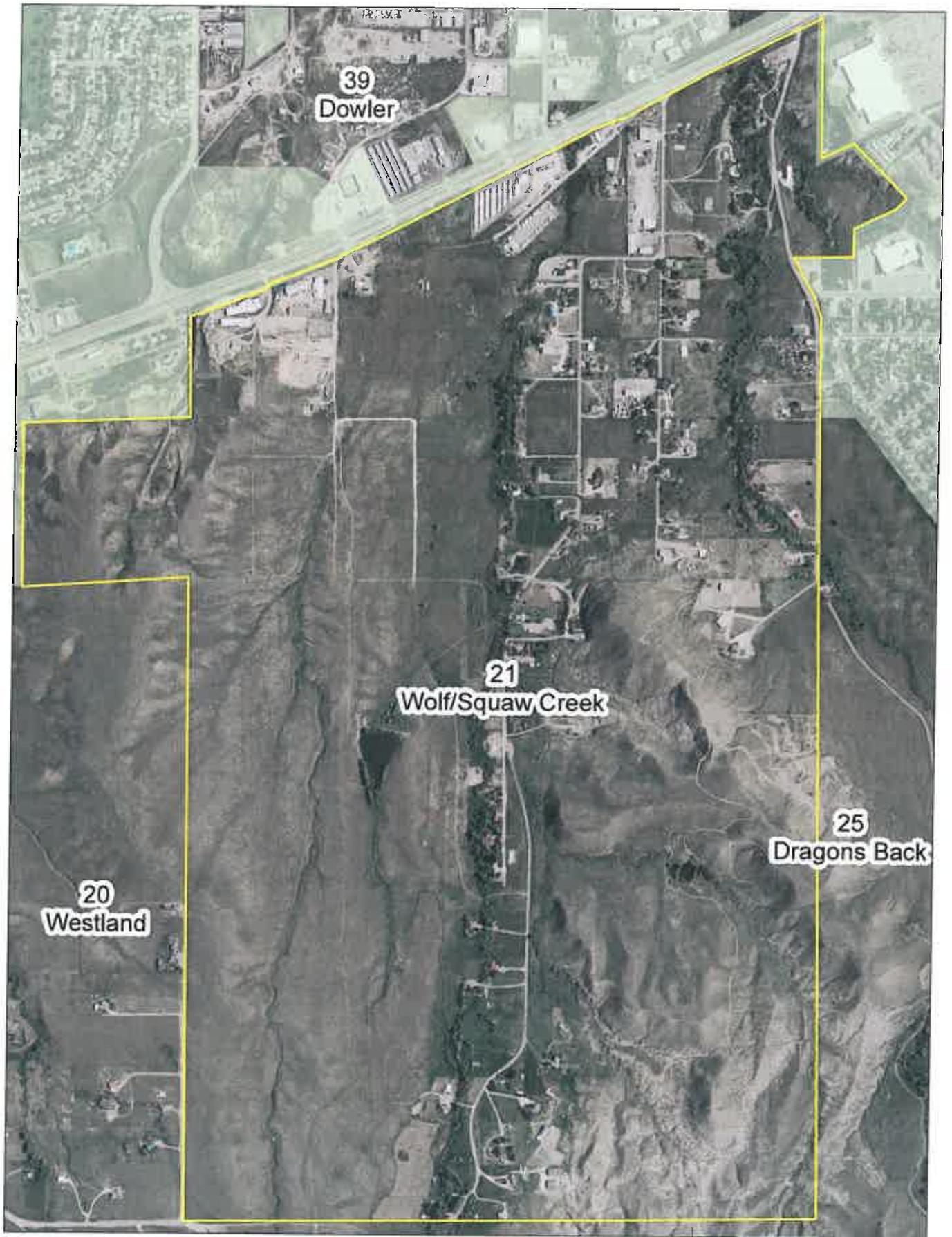


Figure 5-11  
Neighborhood 21





Figure 5-12  
Neighborhoods 22 & 26





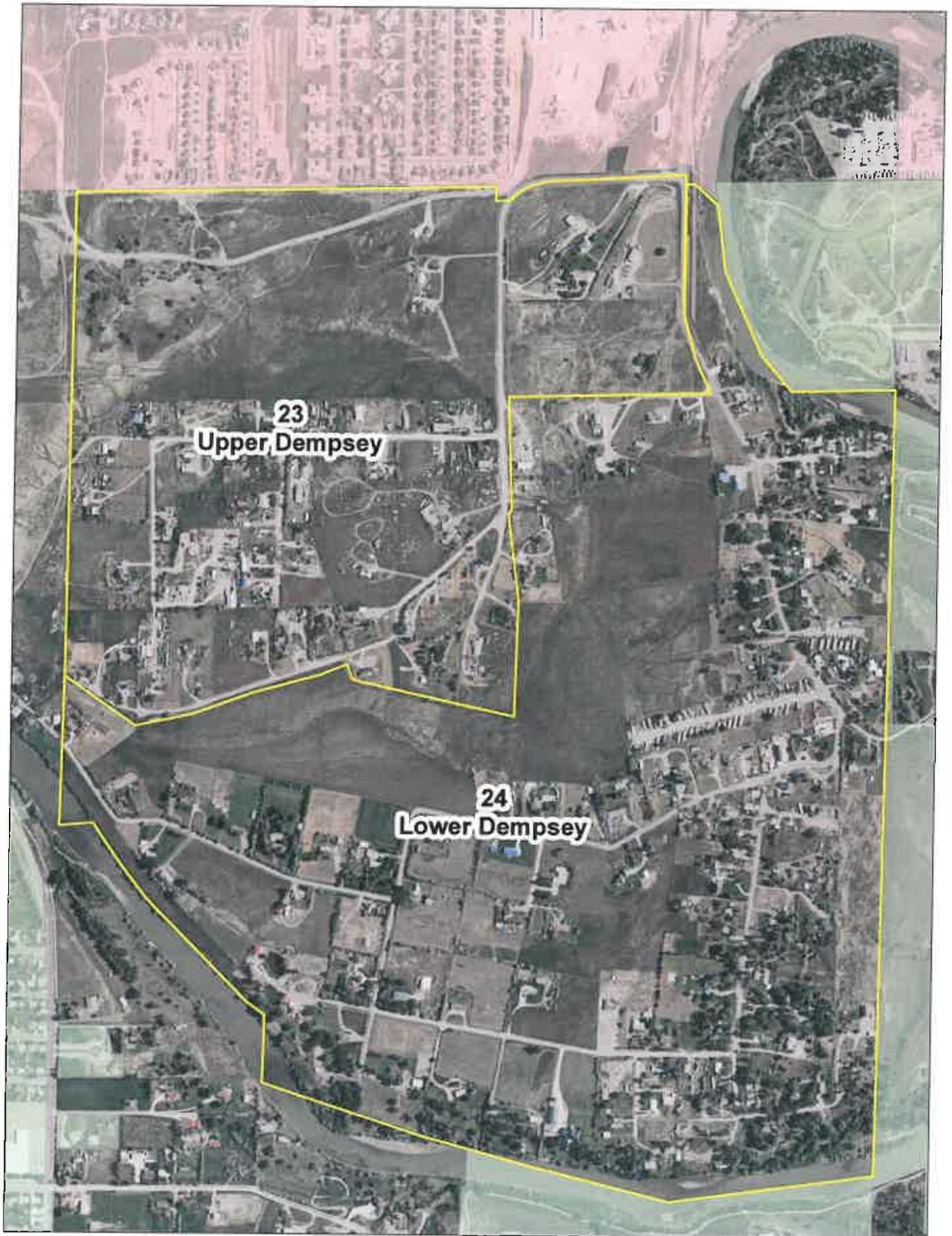


Figure 5-14  
Neighborhoods 23 & 24



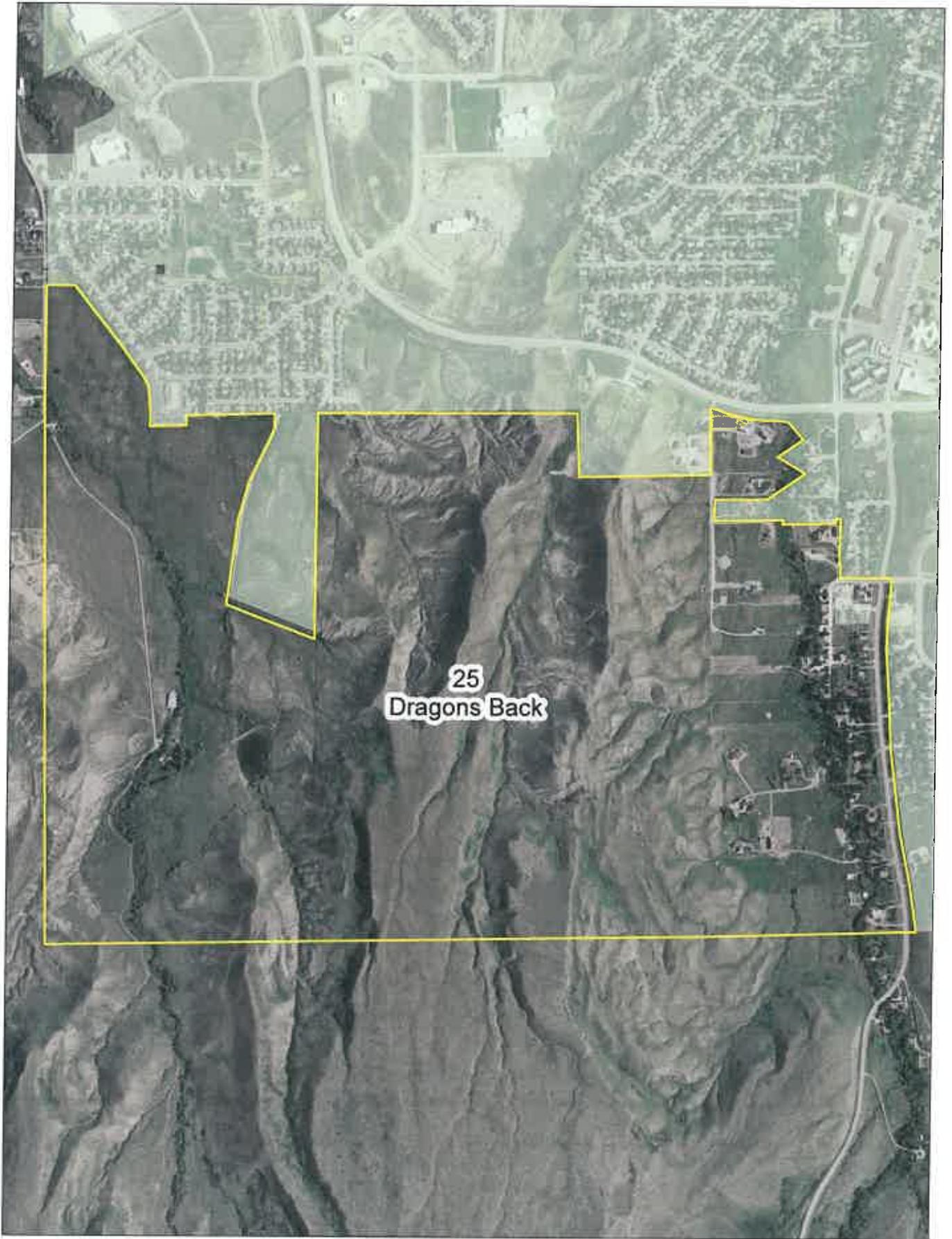


Figure 5-15  
Neighborhood 25



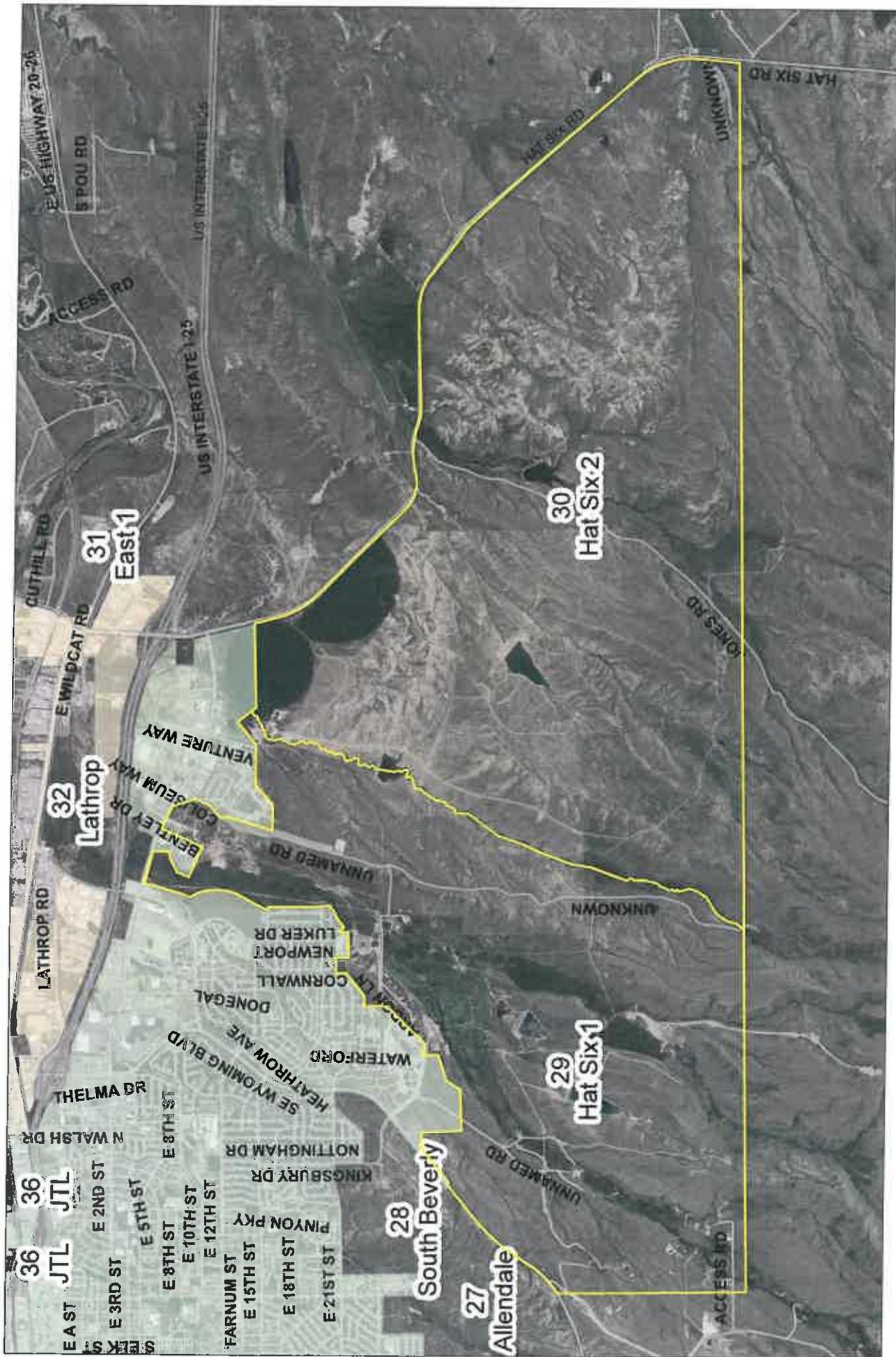


Figure 5-16  
 Neighborhoods 29 & 30

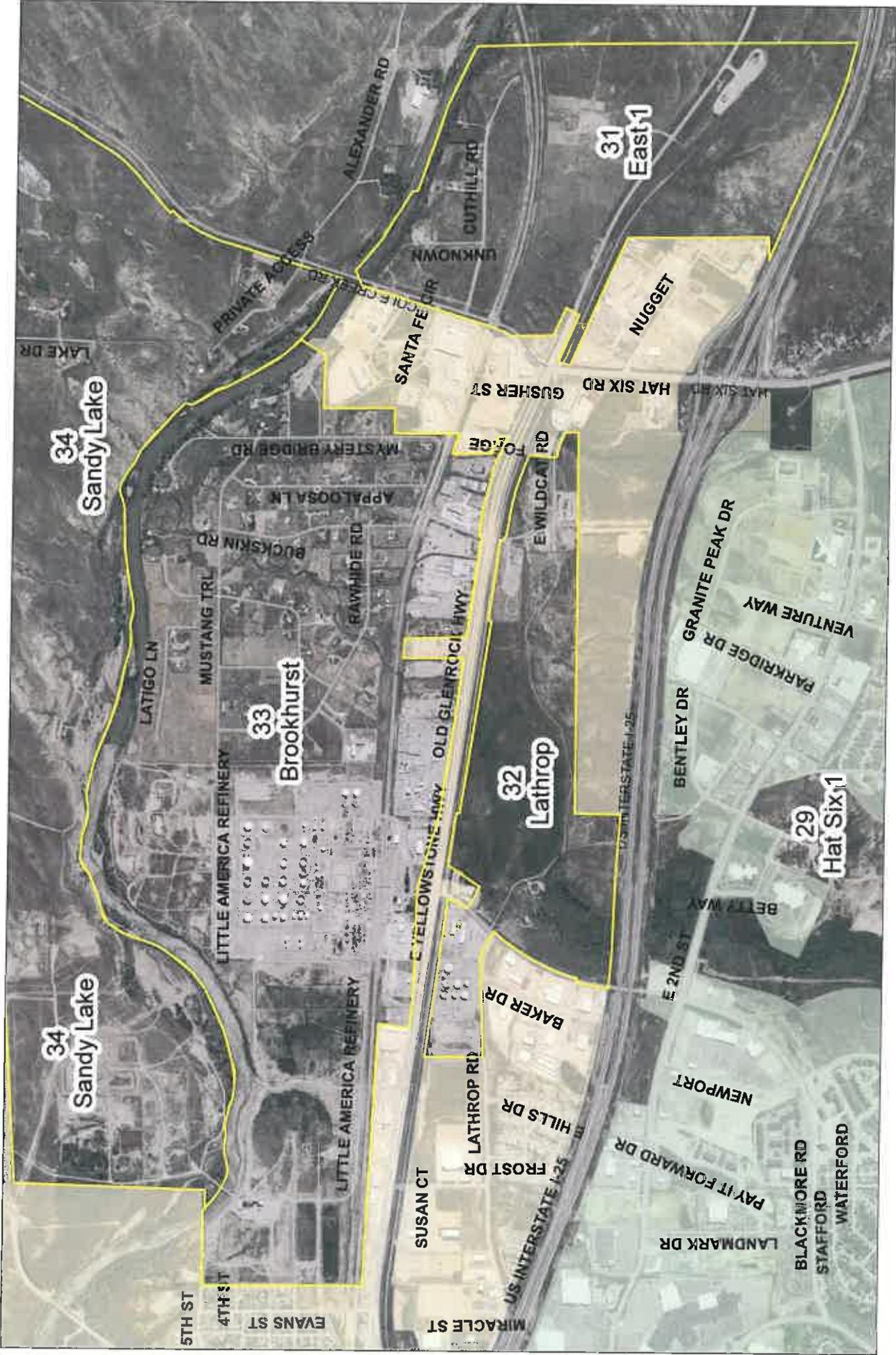


Figure 5-17  
Neighborhoods 31-33

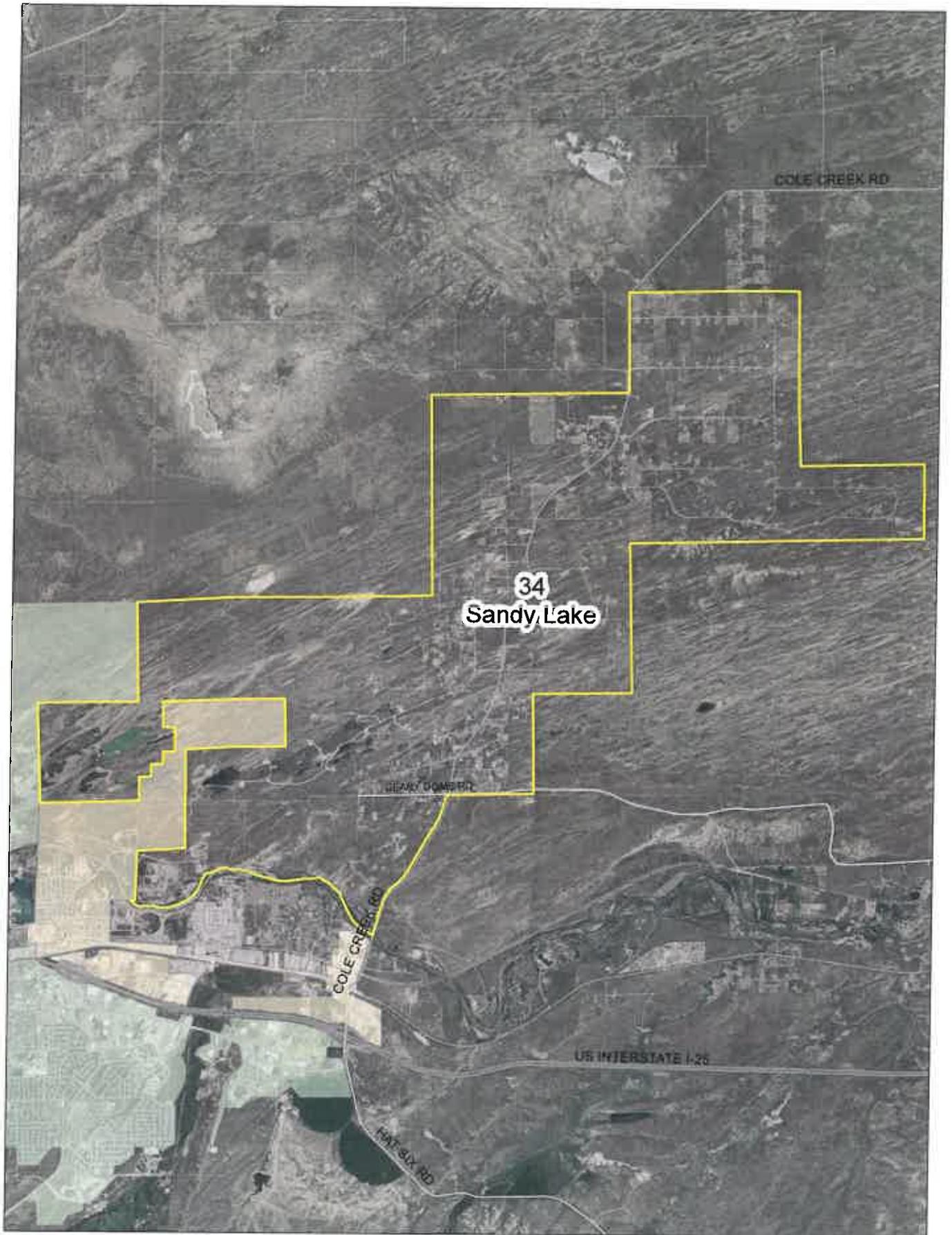


Figure 5-18  
Neighborhood 34



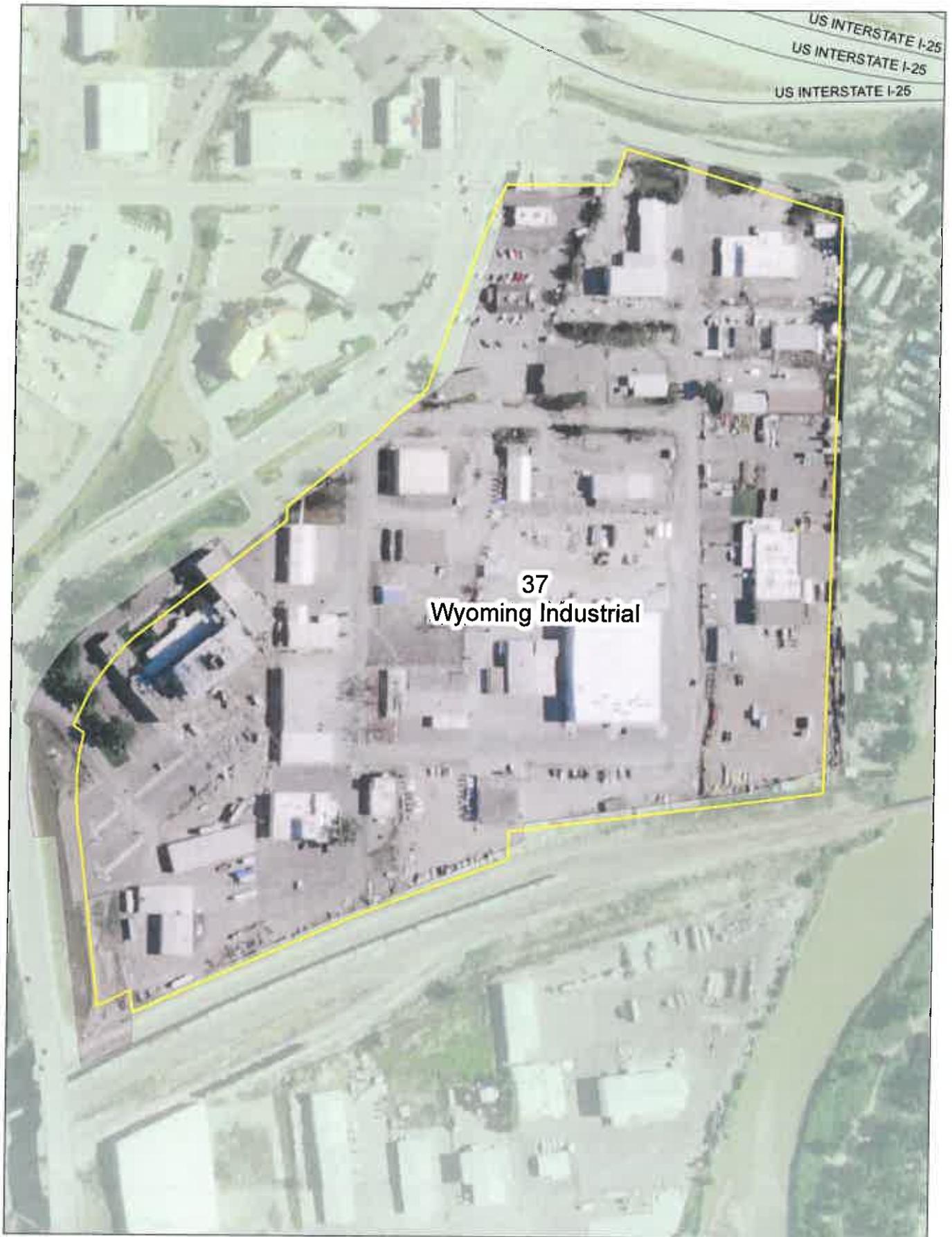


Figure 5-19  
Neighborhood 37





Figure 5-20  
Neighborhoods 35 & 36

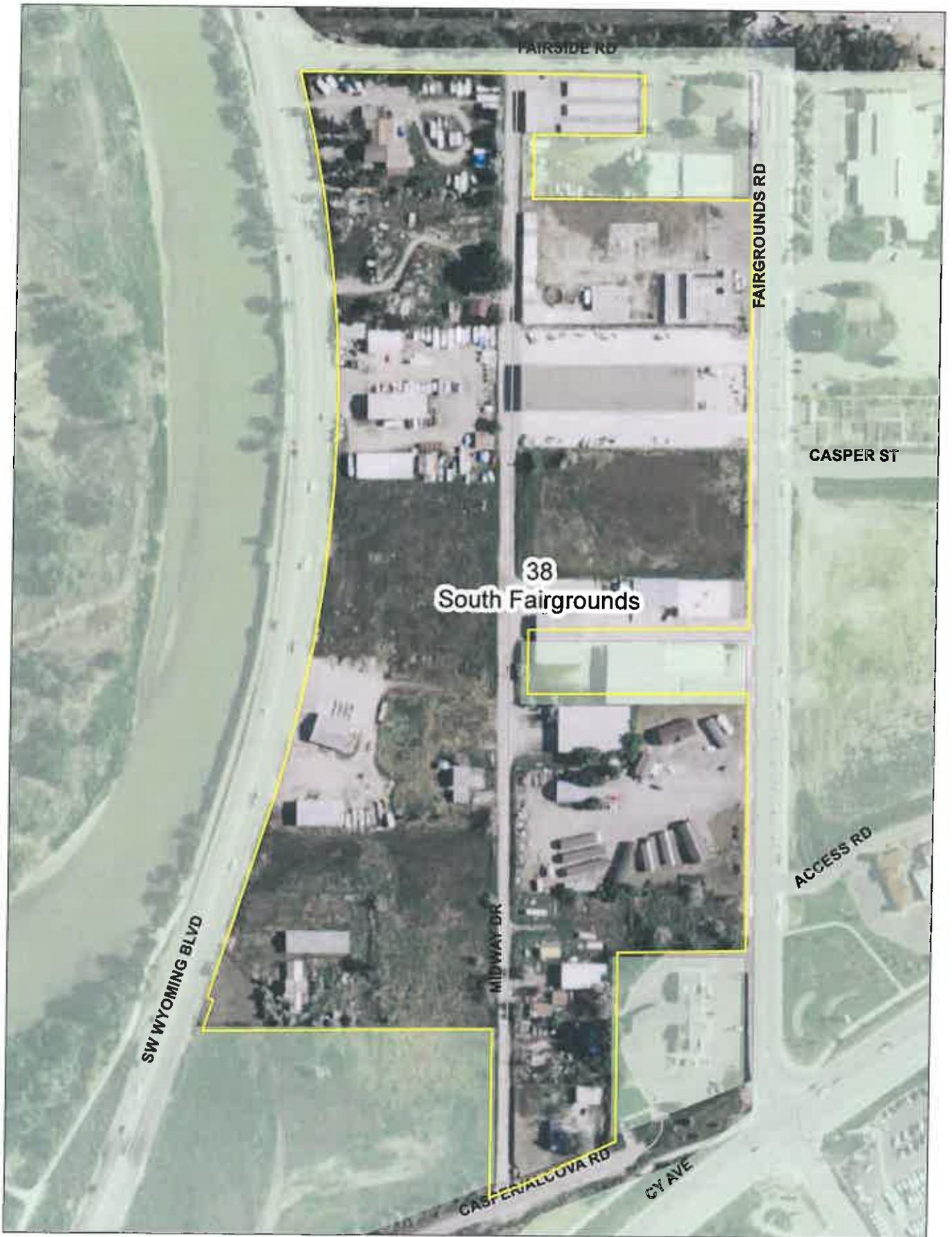


Figure 5-21  
Neighborhood 38



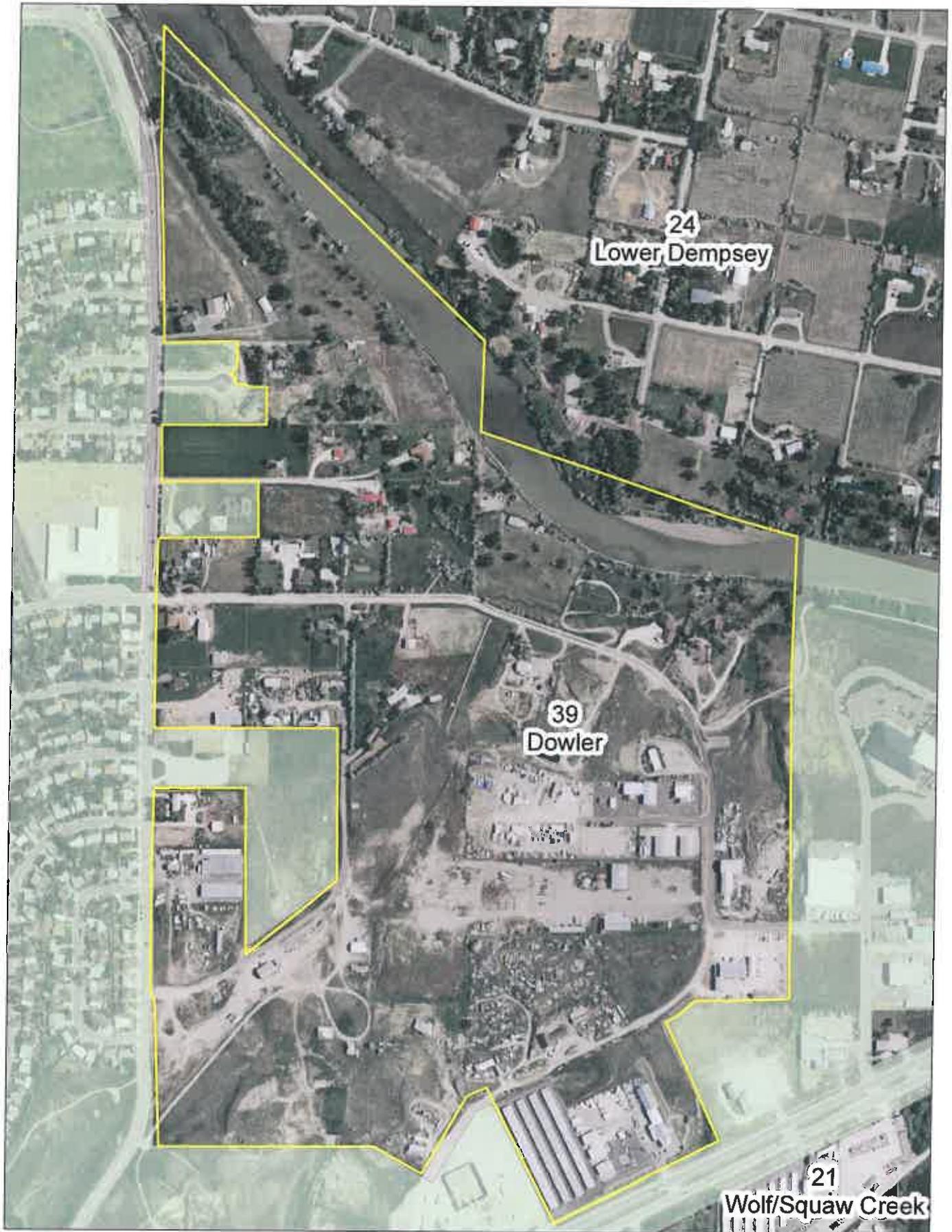


Figure 5-22  
Neighborhood 39



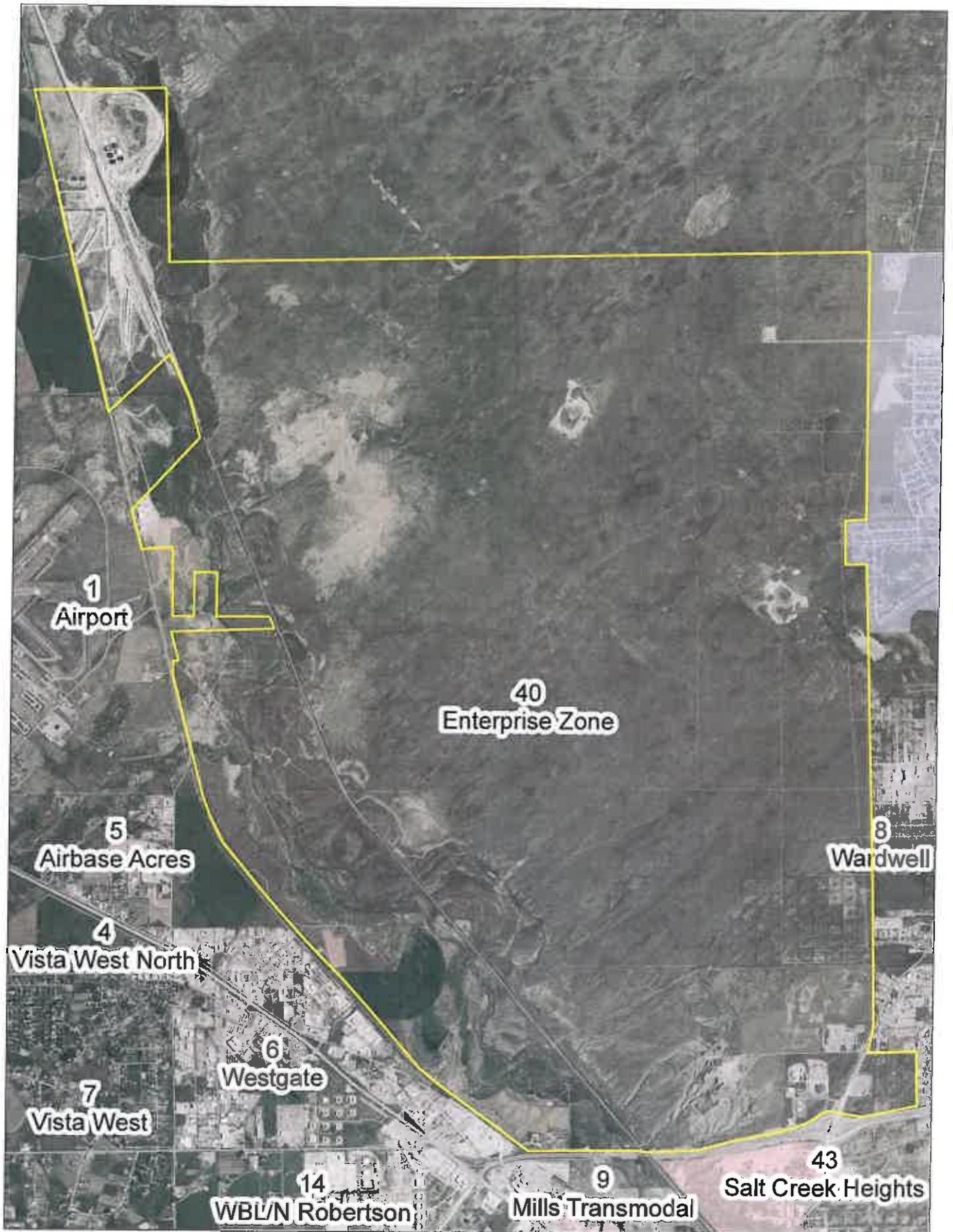


Figure 5-23  
Neighborhood 40



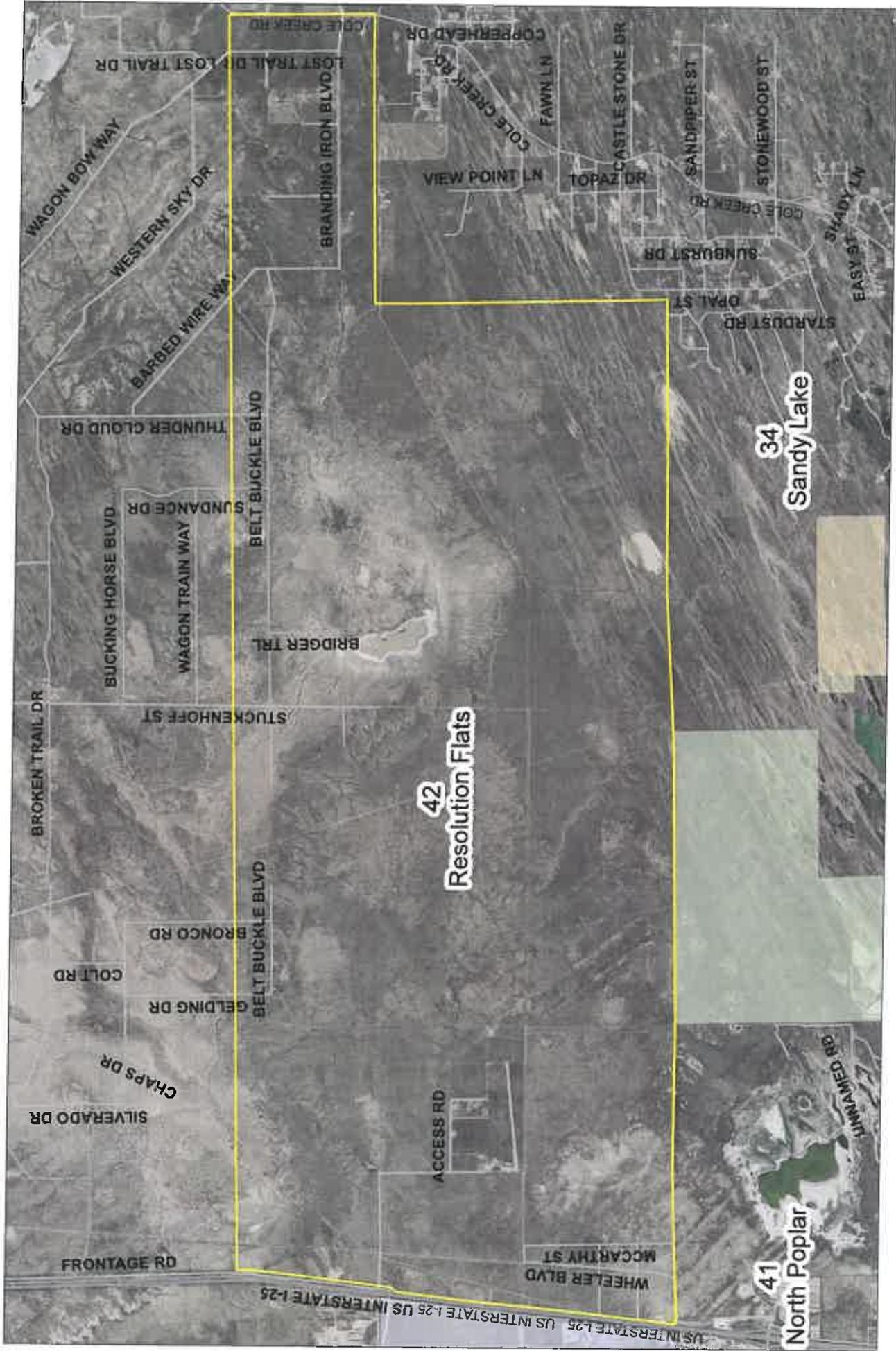


Figure 5-24  
Neighborhood 42

## 5.11 THE GROWTH MANAGEMENT AREA PLAN

The Growth Management Area Plan indicates the proposed land uses for the area, roadway corridors, and other land use policy details. This map does not show the growth boundaries of the communities. The intent is to have a workable plan irrespective of jurisdictional boundaries, a plan that works for one community. The local jurisdictions will work out amendments to the Growth Boundary Agreement as the need arises.

The plan is based on these premises:

- This plan will provide the framework for updating of the Growth Boundary Agreement and Joint Land Use Plan by the county, city and towns.
- High density development should be compact and not leapfrog into the rural area.
- The policy of infill will help the urban area to remain compact.
- A critical aspect of implementing this plan is the preservation of suitable lands adjacent to the municipalities for urban development. If lands adjacent to the municipalities are allowed to be developed as parcels ten to forty acres in size there will be a shortage of suitable urban lands. One ten acre parcel would be sufficient land for 35 urban residential lots. If these critical lands are not preserved for urban development the community may be even more spread out and development will occur on lands less suited to urban development.
- There is a need for a broad range of land uses and development styles within the Growth Management Area. This range can only be provided through high density residential development in the municipalities, low density residential in the unincorporated area, commercial along the arterials and collectors, primarily in the municipalities, and industrial lands in the unincorporated area.
- Each municipality and the unincorporated area provide distinct lifestyle options for local residents. The plan intends that each area continue to provide for the specific needs of its residents and businesses within a larger planning framework of cooperation.
- All development in the Growth Management Area will be served ultimately by public water and sewer.

## CHAPTER 6

### RURAL AREA PLAN

#### 6.1 INTRODUCTION

The rural area plan addresses the balance of the county which is not part of the Growth Management Area around the incorporated municipalities.

The plan for the rural areas of the county consists of goals, policies, and actions for the twelve planning areas. The basic goal of the rural plan is to keep urban encroachment and scattered development out of the rural areas, promote the agricultural uses to maintain the land, promote mineral development critical to the county's economy, and encourage recreation and tourism.

Management of Federal lands intertwined with private lands is critical to the use of the land and economic viability of the agricultural uses of land, mineral development, and the financial health of the county. Chapter 7 outlines issues of the County's relationship with the BLM; Bureau of Reclamation and Forest Service. The recommendations of Chapter 7 are thus an integral part of the rural area plan. Both Chapters constitute a rural plan and policies statement of the county which the Federal land managers will use to review land management decisions.

Information on development for Casper Mountain can be found in the 2004 Casper Mountain Land Use Plan.

The rural area, which covers the majority of the county, is primarily to be utilized for traditional economic activities and uses such as mineral production, grazing, agricultural activities, recreation and open space. These activities are extremely important to the tax base and socioeconomics of Natrona County as has been shown in previous sections.

Much of the private land within this area is intermingled with federal and state lands. These public lands also produce important revenues for the county and support cultural and economic activities, which are significant to the local economy. Management activities on both public and private lands should be compatible with sustaining economic gain from the rural area.

High density development of residential or commercial uses within this area may interfere with resource production of traditional uses and impair recreational and environmental values. Cost benefit studies have concluded that residential development should occur along municipal boundaries.

# Rural Planning Areas

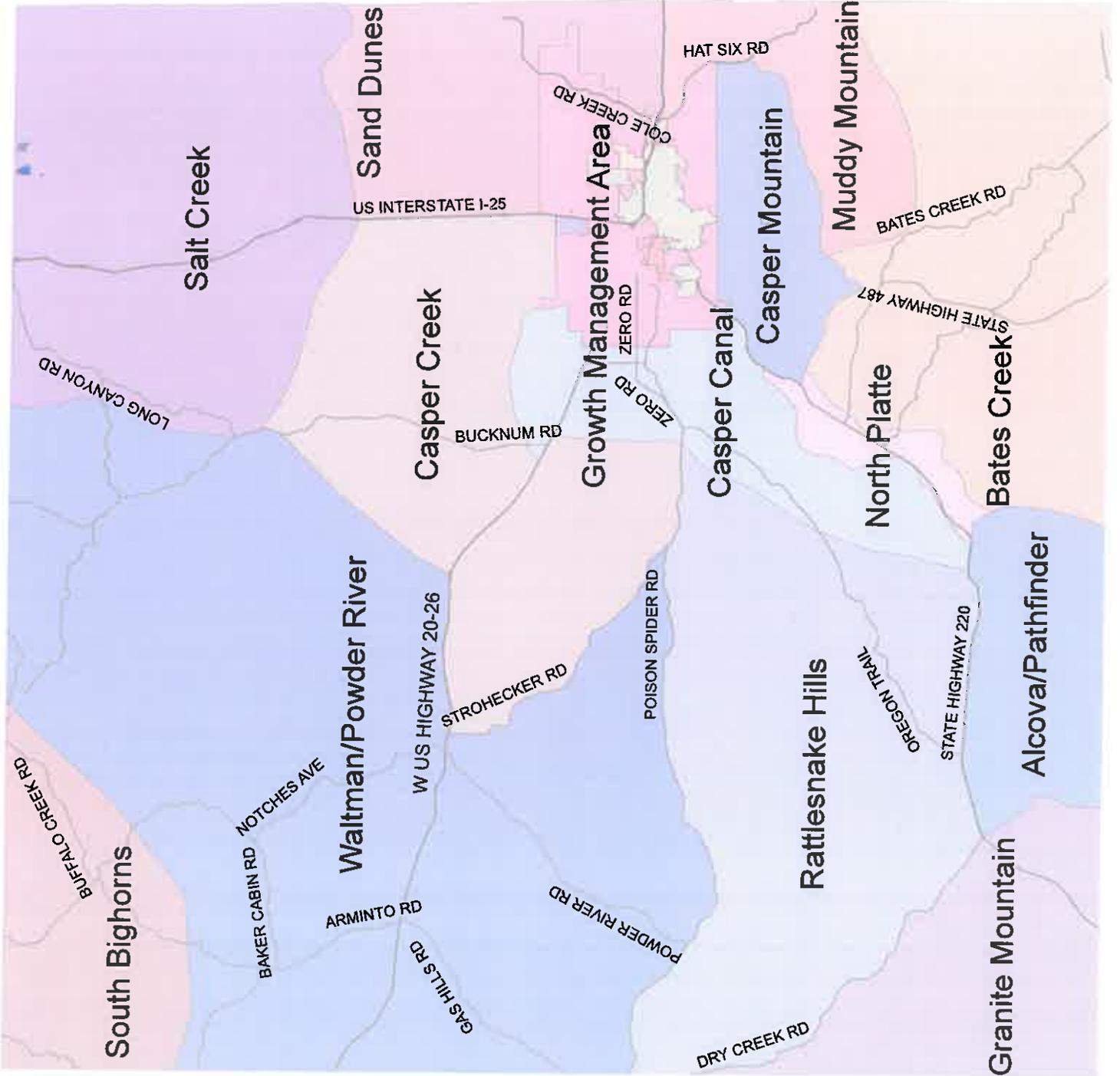


Figure 6-1

Finally, intensive development, which is remote from services, can be expensive for the county taxpayer to sustain. By allowing haphazard development within the unincorporated areas of the county, the county could be turned from a revenue maker to a budget breaker for the county.

In many ways the private rural area of the county requires the most protection and the most conservative development policies. This approach coupled with compatible public land management ensures that the county economy, culture and tax base will be sustainable for current and future generations. This plan is designed to accomplish those ends.

## 6.2 STUDY AREAS

The rural plan is divided into thirteen planning areas or rather large “neighborhoods”. These planning areas are named and are differentiated from one another by physical or manmade boundaries and these characteristics range from land ownership patterns to wildlife habitats. They also include economic criteria such as accessibility, mineral resources and recreation opportunities. The recommended management and regulatory framework for each area is based on the specific combination of characteristics in each area.

## 6.3 PLANNING CRITERIA

This section provides an overview of the physical attributes, which affect the rural portions of Natrona County. This overview was developed through analysis of existing data, rather than development of new data. One of the policies from the goals statement is to compile existing data and share information with other governments and agencies. That method has been used in this process.

A variety of mapped data from several sources was collected with working maps prepared and reviewed as to their impacts on the development of the county. The data used were those currently available, however, much of the data are from the early to mid-1980s. For the most part this information has not changed significantly over time. Also, where possible, information was obtained from different sources as a crosscheck.

A significant irony here is that the southwestern portion of the county is within the BLM’s Lander Resource Management Plan (RMP) Area. The recently completed plans for this area under the lead of the Lander Field Office do contain contradictions to the neighboring Casper RMP. These differences, where pertinent, are being considered for amendment to the existing Casper RMP.

### **Land Ownership**

Approximately 1,907,163 of the county acres are public, with 1,510,692 acres under private ownership, for a total of 3,417,856 acres, 5,340 square miles. The general pattern is private land around Casper and in an east-west band across the center of the county. Public lands, the vast majority being BLM, dominate the southeast, northwest, and northeast. State lands are intermingled among the private and federal and are generally sections 16 & 36 in each township.

### **Mineral Ownership**

Only a small percentage of mineral ownership, mostly around Casper, is private, thus creating a split estate and potential for conflict. Private mineral/private surface ownership land is rare.

### **Land Inventory**

The majority of the county is mixed rangeland, a mix of brush and grass dominant ranges. The brush-dominant rangeland dominates three north-south corridors in the north half of the county and includes an area south of Muddy Mountain. Coniferous forest limited to Casper and Muddy Mountain and the South Bighorns in the northwest corner of the county, with a small area west of Pathfinder Reservoir. Sand Dunes blow eastward northeast of Casper.

Irrigated lands occur northwest of Casper around the airport, west and southwest of Casper, west of the North Platte River, some at Alcova, and along the small creeks, Beaver, Deer, and Muddy in the southeast corner of the county.

### **Rivers and Reservoirs**

Major drainages include the North Platte River, which runs northeast from the Carbon County line to Casper then east to Converse County. Pathfinder and Alcova Reservoirs, along the river, provide hydroelectricity, irrigation water, and recreational opportunities. Bates Creek is a major North Platte tributary, west of Casper, draining the southeast corner of the County. Casper Creek flows into the North Platte at Mills, with its drainage being the central portion of the county. Poison Spider Creek flows into the river west of Casper, draining a large area in the west central part of the county. The Sweetwater River flows into Pathfinder Reservoir at Independence Rock in the southwest.

Numerous creeks drain north into Johnson County and the Powder River. These are not part of the Platte River Basin.

### **Construction Material**

The two major construction materials in the county are alluvial sand and gravel and granite. Granite is found on the face of Casper Mountain, in the very southeast corner of the county in the mountains, in the Rattlesnake Hills and the appropriately named Granite Mountains in the very southwest corner of the county. Sand and gravel occur along the Bates Creek, the North Platte River west near Alcova, Casper Creek and the North Platte River, and Muddy Creek in the Casper area. Muddy Creek runs from Casper Mountain/Muddy Mountain into Converse County. Gravel occurs along the Powder River, where it flows north into Johnson County.

There are other resources of sand and gravel in the county, but historically the economically viable sources are along the creeks and river, and the most desirable are located near the urban area.

### **Cultural Resources**

The National Register of Historic Places is the official federal list, not just of buildings, but also of the sites, districts, structures, and objects “significant to the understanding of the historical and cultural foundations of the nation.” As of January 9, 2015 the National Register of Historic Places lists the following Historic Places in Natrona County. Independence Rock, Martins Cove, Pathfinder Dam, Split Rock Twin Peaks, Stone Ranch Stage Station, Tom Sun Ranch, Teapot Rock, Bridger Emigrant Road Waltman Crossing.

The BLM lists Ryan Hill along the Oregon Trail; southwest, Bessemer Bend and Emigrant Gap, both near Casper and the Oregon-Mormon trail, as “National Register Quality”. Portions of these are eligible for nomination to the National Register.

The BLM lists three “prehistoric sites” in the county: Notches Dome, Teepee Ring and Campsite, all in the South Bighorns north of Waltman. These three sites are all on federal land.

### **Eagles, Grouse, Raptors, Turkeys**

Bald eagle roosts, feeding and perching areas occur on the west end of Casper Mountain (Jackson Canyon), and south of Powder River in the Pine Mountain area. Eagles and raptor feeding areas occur along the North Platte River corridor. There is a Bald Eagle habitat at Alcova as well. Raptors (hunting birds such as Golden Eagles, Hawks, and Owls) nest in various areas south of Casper Mountain in the west and northwest corners of the county, with some around Midwest as well. Sage Grouse strutting grounds occur

in the plains of the southeast, north of Alcova, west of Casper along Poison Spider Road, and north of U.S. Highway 20-26, south of the Bighorns.

The BLM has established a specific management plan for Bald Eagles in the Jackson Canyon area. Specific BLM management plans for this area restrict disturbing activities such as road construction, and oil and gas exploration to maintain the eagle winter roosting habitat.

### **BLM Oil and Gas**

The BLM map, from the mid-80's, indicates active gas fields in the western portion of the county at Waltman, Frenchie Draw, Poison Spider West and others. Existing oilfields occur in the Poison Spider area west of Casper and near Midwest in the Salt Creek and Teapot oilfields, as well as north of Casper in the northern Cole Creek area. An EIS is currently underway for the Moneta Divide Oil & Gas Project (MDOGP) located in west central Natrona County and due for completion in 2016, and Natrona County is the lead as an active cooperating agency. The MDOGP is 80% in Fremont County and 20% in Natrona County.

The BLM lists about three-fourths of the county in the high potential range for occurrence of oil and gas and only the southeast and southwest area in the moderate and low potential zones. The BLM also explained that the occurrence or potential for oil and gas is but one of the important factors in where there will be exploration and production of oil and gas. Predicting where exploration will occur is a factor of the site specifics and economic viability of the particular source and site. The oil and gas exploration industry determines where they will drill, not the BLM.

### **Coal and Salable Minerals**

The BLM map indicates a very similar pattern of limestone, sand and gravel deposits as the state's map. There has been no commercially viable coal discovered in the county.

### **Locatable Minerals**

The BLM map shows uranium claims in the southeast and southwest as would be expected from previous development in Shirley Basin and the Gas Hills. There are claims along I-25 north of Casper and east of Edgerton as well.

Bentonite claims occur in the South Bighorns and west of Casper in the Poison Spider area. The Pratt sodium sulfate mine along U.S. Highway 20-26 near Powder River is listed as well.

### **Forest Land**

“Productive” forestlands, those capable of sustaining a commercial harvest, occur on Casper and Muddy Mountains and in the South Bighorns. “Unproductive” forest lands occur in the same areas.

### **Grazing and Other Allotments**

This BLM map shows grazing and other allotments in the county, which cover about three-fourths of the county. Category I allotments, “intense” management allotments, are more actively managed by the BLM, while M- “maintenance” allotments are less actively managed. Vast land areas are under lease and changes in grazing leases would have a major impact on land uses in the county.

### **Range Improvement Projects**

Grazing allotments where improvement projects are proposed include: brush control, water development, and a combination of both. These projects again cover a large area of the county.

### **BLM Land Disposal**

The BLM has very little land available for disposal and little if any in the urban area that would be eligible for disposal for development. One forty-acre parcel near River West Addition to Casper would be available for residential development.

### **Corridors and Transportation**

There are several major transportation corridors in the county. The one corridor less obvious than the roads and pipelines is the electrical corridor from Alcova to the Bureau of Reclamation site in Mills. The major transmission lines create unusable corridors in the urban area, but seem to have less effect in the rangeland areas. Major pipeline corridors parallel U.S. Highway 20-26 and I-25. To minimize the number of new sites the BLM has established three window sites for communication facilities west of Alcova Reservoir.

### **Recreation**

BLM recreation sites include Trappers Route (A world class Blue Ribbon Fishing Area) between Casper and Alcova in addition to several campgrounds, historic sites and larger areas with potential for recreation uses. These sites are scattered throughout the county. The major recreation areas at Alcova are administered by the county through an agreement with the Bureau of Reclamation and BLM. Bear Trap Meadow on Casper

Mountain and Rotary Park at the foot of Casper Mountain are the other major county administered recreation areas. The county also maintains snowmobile and cross-country skiing areas on Casper Mountain with a Biathlon course under construction.

### **Soils**

The variety of soils in Natrona County falls primarily in three categories: mountain, intermountain basins and foothills, and eastern plains. On a countywide basis these are generalized and are not as critical a factor as in the urban area where there is development.

### **Fragile and Sensitive Watersheds**

The BLM designates 22 sensitive drainages and four areas. These areas are streams and drainages in the southeast, west, northwest, and northeast sections of the county, which are subject to erosion and are designated for limitations on new development.

### **Slopes**

Urban Development is difficult and expensive at slopes over 10%. People aren't prone to try to grow things on steep slopes, but they have an affinity to putting their houses on steep slopes. Steep slopes occur in the mountains and hilly sections of the county in the southeast, northwest, and northeast. Even though there are cabins on steep slopes at Alcova, the main pressure for development is greatest on Casper Mountain. Subdivision requirements somewhat limit steep slope development, but a designation of steep slope/scenic areas might be worthwhile.

### **Watershed – Soil Restrictions**

The BLM has mapped areas where they see a need for restrictions on surface development. These include areas "restricted to no surface development", which include a few hundred acres in the South Bighorns.

Areas leased with "seasonal restrictions" include the South Bighorns, and the southeast corner of the county. Areas of "no lease" or a "distance restriction on development" include the North Platte River and the Red Wall in the South Bighorns.

### **Areas of Critical Environment Concern (ACEC) and Natural Areas**

The Red Wall, Jackson Canyon, Alcova Fossil, and Salt Creek Oil Field are identified as sensitive areas by the BLM, with Muddy Mountain Natural Area and the Casper Sand Dunes designated natural areas. The treatment for these areas is spelled out in the Resource Management Plan (RMPS) and Habitat Management Plan (HMPS) by the BLM.

The only two areas designated as ACEC's in the Record of Decision are Jackson Canyon and Salt Creek.

### **Wildlife**

The BLM and Wyoming Game and Fish have mapped critical winter ranges for deer at the foot of Casper Mountain and Muddy Mountain, along Bates Creek, an area north of Alcova, an area in the Granite Mountains, and an area in the South Bighorns. Elk crucial winter ranges occur in the Granite Mountains and along U.S. Highway 20-26 east of Powder River. The most notable crucial winter range is the mule deer area on the north side of Casper Mountain, where deer follow the Garden and Elkhorn Creeks into the urban areas.

### **Wildlife Management Plans**

The Jackson Canyon area is an existing wildlife management area. The Alcova area is a "designated" area of wildlife management.

## **6.4 ANALYSIS OF DEVELOPMENT FACTORS**

### **Soils and Slopes**

More specific data will be utilized for the urban area soils, but bad soils and steep slopes occur very often together. Bad soils are not conducive to agriculture or urban development. Casper and Muddy Mountains, Alcova, the South Bighorns, and Salt Creek are major areas of steep slopes. Development pressure on Casper Mountain and in the South Bighorns requires site specific conditions to insure the locations of structures are environmentally sound and safe for its occupants.

### **Minerals**

Locatable minerals, oil, gas, uranium, bentonite, and limestone occur in the southwest two-thirds of the county. Predominately the Salt Creek Oil Field and scattered uranium and bentonite claims occur in the northeast corner. Limestone occurs on the face of Casper Mountain and in the South Bighorns. Sand and gravel deposits are primarily along the river and creeks. For the most part it would seem urban development and mineral development can be separated in a reasonable fashion. The mineral locations are in the rural areas of the county with the exception of Midwest-Edgerton in the Salt Creek Oil Field where the urban development occurred to serve the industry.

Sand and gravel are perhaps the most conflicting minerals. They occur within the flood plains of the rivers and creeks, where many people want to build houses and/or

recreate. The county established new guidelines for gravel (non-mineral mining) recently to address these issues.

Natrona County can, as other counties do, require conditional use permits for structures/buildings, roads, and other mineral development sites within the county. The county cannot prohibit mineral development, but can work to ensure that development meets reasonable standards.

#### **Sensitive Drainages and Critical Habitats**

Sensitive areas and critical wildlife ranges occur predominantly in the steep slope areas of the county, located in the southeast, northwest, and northeast. These areas also have a high mineral development potential. Irrigated lands for the most part do not occur in these areas.

#### **Surface and Mineral Ownership**

The pattern of mineral ownership is an even distribution of federal minerals over 95% of the county. Surface ownership is over half state & federal, with higher percentages of ownership being in the north central, west and southwest, again where intensity of mineral occurrence is highest.

### **6.5 RURAL GOALS AND POLICIES**

The following goals and policies are taken from the goals statement in Chapter 2 and pertain to the land use plan for the rural area. The reader should review the goals statement for a more detailed explanation of the goals and goal process.

#### **Rural Land Use**

**Goal:** Protect and enhance the historical and traditional economic uses of rural lands from premature development, and conflicting land uses while maintaining economic productivity and private property rights.

**Policy 1 –** Encourage limited subdivision development in the rural area and low density residential if there are subdivisions.

**Policy 2 –** Encourage sustainable, multiple use or rural lands including agriculture production, grazing, timber production, mineral production, and recreational uses.

**Policy 3 –** Limit the extension of county roads and services into new rural areas unless tax benefits to pay for services clearly outweigh long term costs.

Policy 4 – Protect historical and traditional economic uses of rural lands from unwanted land use conflicts with new development.

Policy 5 – Encourage sound range management practices to protect and enhance rangelands within the county.

Policy 6 – Encourage sound forestry practices to protect and enhance forest resources in the county.

### **Agriculture/Irrigated Lands**

Goal: Plan for the continued viability of commercial ranching and agriculture in Natrona County.

Policy 1 – Commercial Agriculture – For the purposes of this plan and subsequent county zoning revisions, Commercial Agriculture is defined as: Use of a tract or portion of a tract for the production of crops, livestock, or poultry, for sale, barter, trade or home consumption, including structures or other improvements incidental to such activities conducted on a parcel thirty-five acres or larger in size. Such uses conducted on smaller parcels are defined as accessory agriculture and permitted as an accessory use to residential uses.

Policy 2 – Encourage land owners and public land agencies to communicate when developing Resource Management Plans for responsible use of intermingled public and private lands and resources.

Policy 3 – Irrigated Lands – Urban and Rural Applications – work with the State Engineer and irrigation districts to protect productive irrigated lands from subdivision and parcel development.

Policy 4 – Subdivision of Irrigated Lands – Natrona County will approve subdivision permits for lands which are irrigated in compliance with, requirements of the state engineer and local irrigation districts.

### **Open Space/Recreation**

Goal: Identify open space and recreational resources within the county and encourage land owners and agencies to develop a comprehensive plan for preserving open space and scenic values and yet using open spaces for recreational development in Natrona County.

### **Rural Economics and Tax Base**

Goal: Support management of renewable and non-renewable natural resources to provide for economic well-being, the custom and culture, of the county, and be open to new land use patterns to allow new economic uses to grow and support the economy.

Policy 1 – Continue to encourage multiple uses of public lands in Natrona County.

Policy 2 – Encourage new residential development to maintain a one half mile buffer from developed oil and gas fields or facilities within areas identified as high potential for mineral development.

Policy 3 – Encourage development of recreational facilities and sites on private lands as well as public lands in the county to enhance the tourism industry.

Policy 4 – Work with land owners and public land agencies to develop cooperative plans for responsible multiple use of intermingled public and private lands and resources.

### **Rural Services and Facilities**

Goal: Provide for cost effective and efficient rural services and facilities.

Policy 1 – Residential development will be encouraged in the Growth Management Area to reduce the need for rural services.

Policy 2 – Consider careful development of additional county maintained roads unless absolutely necessary.

Policy 3 – Rural development should be planned to minimize demand on county services. Development proposals which create additional demand or impact on rural services or facilities shall pay the additional costs prior to expenditure of public funds.

## **6.6 RURAL PLANNING AREAS – CHARACTERISTICS AND MANAGEMENT**

The following twelve sections summarize planning characteristics of the rural planning areas. Each section also contains management guidelines for public and private lands and recommended zoning designations. The Rural Planning Areas are shown in Figure 6-1.

### **AREA A. SOUTH BIGHORNS**

#### **Evaluations**

#### **Site/Situation Summary**

1. Location – Current Zoning  
Northwest corner of county; RAM
  2. Access – Roadways  
County Roads 103 through 111, 211, and 212
  3. Corridors  
No major corridors
  4. Water – Rivers, Creeks, Reservoirs  
Buffalo Creek
  5. Landforms – Topography  
South end of Bighorn Mountains
  6. Land Uses – Coverages  
Brush rangelands and scattered forest lands.
  7. Irrigated Lands  
None
  8. Land Ownership  
Majority federal
  9. Communities  
No communities
  10. Wildlife Habitats  
Deer and elk habitats along Baker and Buffalo Creek
  11. Sensitive/Critical Areas  
Red Wall BLM limitations on mineral development
  12. Agricultural Development  
Grazing
  13. Mineral Development  
Low to moderate mineral potential, limited mineral activity
  14. Recreation  
BLM proposed campsites
  15. Historic Resources  
Teepee rings
- B. Recommendations**
1. Land Use  
Ranching, recreation (campgrounds), cabin uses
  2. Zoning  
Ranching, Agricultural and Mining (RAM)

3. Transportation  
County road maintenance
4. Development Plan  
BLM management emphasis on grazing, campgrounds, recreational development
5. BLM proposal: Developed recreation (campgrounds): hunting; touring (Back Country Byway)  
  
Restricted oil/gas and mineral development on Red Wall area  
  
BLM management emphasis on grazing, forestry, recreation, and wildlife (crucial big game habitat)

#### AREA B. WALTMAN-POWDER RIVER

##### **Evaluations**

##### **Site/Situation Summary**

1. Location – Zoning  
Northwest, RAM
2. Access – Roadways  
U.S. Highway 20-26, County Roads 101 and 109. Burlington Northern rail mainline
3. Corridors  
Highway corridor U.S. 20-26, rail corridor. Pipeline and power line corridor along rail
4. Water – Rivers, Creeks, and Reservoirs  
South Fork of Powder River
5. Landforms – Topography  
Creek drainages
6. Land Use - Coverages  
Brush and mixed rangeland
7. Irrigated Lands  
None
8. Land Ownership  
Vast majority federal, majority of land BLM leases
9. Communities

Waltman, Hiland, Arminto, and Powder River. Powder River has a school and twenty plus commercial and residential uses

10. Wildlife Habitats  
Antelope habitat southeast along U.S. Highway 20-26
11. Sensitive/Critical Areas  
Portion of Red Wall, BLM erosion sensitive drainages
12. Agricultural Development  
Grazing
13. Mineral Development  
High mineral potential, major oil and gas development at Cave Gulch and Cooper Reservoir. Bentonite claims northeast portion of area
14. Recreation
15. Historic Resources

**B. Recommendations**

1. Land Use  
Ranching and mineral development
2. Zoning  
Ranching, Agricultural and Mining (RAM)
3. Transportation  
Maintain county roads for mineral development
4. Development Plan  
Area of current and high potential mineral development. Work to facilitate mineral development which is critical to the county economic base
5. BLM proposal:  
Recreation  
  
Restricted oil/gas and mineral development on Red Wall area  
  
BLM management emphasis on grazing, forestry, recreation, and wildlife

AREA C. SALT CREEK

**Evaluations**

**Site/Situation Summary**

1. Location – Current Zoning

Northeast corner of county, RAM, Industrial and Commercial

2. Access – Roadways  
I-25, E. Ormsby Rd., State Highway 259 & 387
3. Corridors  
Major pipeline corridor east of I-25
4. Water – Rivers, Creeks, Reservoirs  
Salt Creek
5. Landforms – Topography  
Rolling plains, bluffs to east
6. Land Uses – Coverages  
Grazing and one of the largest oil fields in the region, brush range land
7. Irrigated Lands  
None
8. Land Ownership  
Majority Federal, concentrated around the communities
9. Communities  
Edgerton and Midwest, municipalities based in production from the Salt Creek Field. Future development will be to redevelop within the communities as BLM owns the surrounding lands. Both municipalities upgraded the water and sewer systems as well as streets during the 1980s.
10. Wildlife Habitats  
Prairie
11. Sensitive/Critical Areas  
Salt Creek ACEC
12. Agricultural Development  
Grazing
13. Mineral Development  
Salt Creek Oilfield
14. Recreation  
Limited developed recreation areas
15. Historic Resources  
Salt Creek Historic Area (abandoned townsites)

## **B. Recommendations**

1. Land Use  
Ranching and mineral production
2. Zoning  
Ranching, Agricultural and Mining (RAM)
3. Transportation  
Maintain existing county roads
4. Development Plan  
Maintain oil production and support communities
5. BLM proposals:  
Salt Creek Historic district  
Area of Critical Environmental Concern (ACEC) special watershed management

## **AREA D. CASPER CREEK**

### **Evaluations**

#### **Site/Situation Summary**

1. Location – Current Zoning  
Central area northwest of Casper; RAM and Urban Agriculture.
2. Access – Roadways  
U.S. Highway 20-26, Natrona Rd, Bucknum and Thirty Three Mile Rd
3. Corridors  
U.S. Highway 20-26; BN mainline; pipeline, pipeline corridor
4. Water – Rivers, Creeks, Reservoirs  
Casper Creek, major drainage basin. Goldeneye Reservoir
5. Landforms – Topography  
Rolling plains and Pine Mountain
6. Land Uses – Coverages  
Mixed rangeland and irrigated lands
7. Irrigated Lands  
Two-thirds of a township north of U.S. Highway 20-26 along Casper Creek, Thirty Three Mile Road
8. Land Ownership  
Most private ownership

9. Communities

No communities

10. Wildlife Habitats

Antelope habitat west end, potential eagle habitat at Pine Mountain

11. Sensitive/Critical Areas

None

12. Agricultural Development

Significant irrigated cropland; grazing

13. Mineral Development

Some oil and gas development west

14. Recreation

Formal recreation development at Goldeneye Reservoir

15. Historic Resources

None

**B. Recommendations**

1. Land Use

Rangeland and irrigated cropland, farms, and ranches

2. Zoning

Ranching, Agricultural and Mining (RAM)

3. Transportation

Maintain existing roads

4. Development Plan

Extensive irrigated agriculture

5. BLM proposals:

Developed recreation (Goldeneye Reservoir)

Wildlife (waterfowl and crucial big game habitat)

AREA E. SAND DUNES

**Evaluation**

**Site/Situation Summary**

1. Location – Current Zoning

I-25 east to the county line. RAM, Urban Agriculture, Residential and Industrial

2. Access Roadways  
I-25, W. Ormsby Rd., Cole Creek Rd and E. U.S. Highway 20-26
3. Corridors  
Crossed by pipelines east of and parallel to I-25
4. Water – Rivers, Creeks, Reservoirs  
None
5. Landforms – Topography  
Sandy plains, sand dunes moving northeast
6. Land Uses – Coverages  
Brush rangeland; grazing
7. Irrigated Lands  
None
8. Land Ownership  
Majority private
9. Communities  
None
10. Wildlife Habitats  
Prairie
11. Sensitive/Critical Areas  
Sand Dunes
12. Agricultural Development  
Grazing
13. Mineral Development  
Some oil production
14. Recreation  
Limited formal development

**B. Recommendations**

1. Land Use  
Ranching
2. Zoning  
RAM, Urban Agriculture and low density residential
3. Transportation  
Maintain county roads

4. Development Plan  
Grazing, maintenance of sensitive sand dune area. Limit development in sand dune area.
5. BLM proposals:  
Fragile soil/watershed protection  
Off Road Vehicle use restrictions  
Wildlife (crucial big game habitat)

#### AREA F. CASPER CANAL

##### **Evaluations**

##### **Site/Situation Summary**

1. Location – Size – Current Zoning  
North of North Platte from Alcova to urban area/Bessemer and U.S. Highway 20-26 on north
2. Access – Roadways  
Access from U.S. Highway 20-26, Ten Mile Road, Poison Spider Road, Rasmus Lee Rd, Oregon Trail and Zero Rd
3. Corridors  
Poison Spider Road, power lines, pipelines
4. Water – Rivers, Creeks, Reservoirs  
Casper Canal, Poison Spider Creek, Casper Creek
5. Landforms – Topography  
Hills interspersed with irrigated croplands
6. Land Uses – Coverages  
Irrigated cropland, rangeland
7. Irrigated Lands  
Significant areas irrigated by Casper-Alcova irrigation district
8. Land Ownership  
Primarily private lands
9. Communities  
Bessemer/Goose Egg Area. The recommended development for this area is to allow commercial uses in a compact area at the Goose Egg with the remainder of the neighborhood being ten acre agriculture, and infill the existing subdivisions
10. Wildlife Habitats

Prairie

11. Sensitive/Critical Areas  
BLM designated Alcova Rim, fragile area
12. Agricultural Development  
Significant irrigated croplands
13. Mineral Development  
Some areas of oil development, some bentonite claims
14. Recreation  
Limited formal development
15. Historic Resources  
Emigrant Gap and Oregon-Mormon Trail

**B. Recommendations**

1. Land Use  
Agricultural lands, low density residential development
2. Zoning  
RAM and Urban Agriculture
3. Transportation  
Maintain county roads for access to ranches
4. Development Plan  
Maintain agricultural lands.
5. BLM proposals:  
Cultural and historic value protection and interpretation (Oregon-Mormon Trail)

AREA G. NORTH PLATTE

**Evaluations**

**Site/Situation Summary**

1. Location – Current Zoning  
One mile each side of the North Platte from Alcova to Bessemer; RAM, Residential, Commercial and PUD
2. Access – Roadways  
State Highway 220, Trappers Road
3. Corridors

River corridor, State Highway 220, power corridor Alcova to Mills

4. Water – Rivers, Creeks, Reservoirs  
North Platte River, Bates Creek confluence
  5. Landforms – Topography  
River valley and flood plains
  6. Land Uses – Coverages  
Grazing, irrigated croplands
  7. Irrigated Lands  
Significant irrigation district lands either side of river
  8. Land Ownership  
Mixed, federal and private
  9. Communities  
None
  10. Wildlife Habitats  
Deer and Antelope habitat
  11. Sensitive/Critical Areas  
River frontage riparian area
  12. Agricultural Development  
Irrigated lands
  13. Mineral Development  
Minimal
  14. Recreation  
River fishing, boat launches, floating the river
- B. Recommendations**
1. Land Use  
Ranching, agriculture, grazing, recreational
  2. Zoning  
RAM, Commercial, PUD, Residential
  3. Transportation  
State Highway 220
  4. Development Plan  
Maintain corridors; consider policies to regulate future pressure to develop along the river.

5. **BLM proposals:**

Wildlife (Bald Eagle feeding habitat)

Protective withdrawal for recreation and wildlife management

Restricted oil/gas and mineral development along the river

Cultural and historic values protection and interpretation (Oregon-Mormon Trail)

AREA H. RATTLESNAKE HILLS

**Evaluations**

**Site/Situation Summary**

1. Location – Current Zoning

From Poison Spider Creek south to State Highway 220 on the south, Oregon Trail, Dry Creek Road (County 321) on the west. Zoning RAM

2. Access – Roadways

Access from State Highway 220, Poison Spider Road (201), Dry Creek Road (321), Oregon Trail (319)

3. Corridors

Poison Spider corridor, pipelines, pipeline corridor along Oregon Trail

4. Water – Rivers, Creeks, Reservoirs

Poison Spider Creek

5. Landforms – Topography

Rattlesnake Hills, southwest

6. Land Uses – Coverages

Ranching, oil development central, uranium claims

7. Irrigated Lands

Limited

8. Land Ownership

Majority federal

9. Communities

None

10. Wildlife Habitats

Prairie

11. Sensitive/Critical Areas

Oregon Trail along County Road 319, Devils Gate

- 12. Agricultural Development
  - Ranching
- 13. Mineral Development
  - Some oil and gas, uranium claims
- 14. Recreation
  - Hunting

**B. Recommendations**

- 1. Land Use
  - Ranching
- 2. Zoning
  - Ranching, Agriculture, and Mining
- 3. Transportation
  - Maintain county roads
- 4. Development Plan
  - Support ranching, agriculture, mining uses and reasonable management of Oregon Trail areas.
- 5. BLM proposals:
  - Includes Pine Mountain managed primarily for bald eagle winter roosting habitat (see Bald Eagle Habitat Management Plan, 1992)
  - Wildlife

**AREA I. GRANITE MOUNTAINS**

**Evaluations**

**Site/Situation summary**

- 1. Location – Current Zoning
  - Southwest corner of county; RAM
- 2. Access – Roadways
  - State Highway 220, Dry Creek Road (321)
- 3. Corridors
  - Buzzard Rd, Dry Creek Rd
- 4. Water – Rivers, Creeks, Reservoirs
  - Sweetwater River
- 5. Landforms – Topography

Granite Mountains, southwest

6. Land Uses – Coverages  
Mixed rangelands, grazing, agriculture
7. Irrigated lands  
Limited to corridor along the Sweetwater River
8. Land Ownership  
Primarily Federal
9. Communities  
None
10. Wildlife Habitats  
None established
11. Sensitive/Critical Areas  
Independence Rock, Oregon Trail
12. Agricultural Development  
Grazing
13. Mineral Development  
Low potential for minerals
14. Recreation  
Limited formal development

**B. Recommendation**

1. Land Use  
Ranching
2. Zoning  
Ranching, Agricultural and Mining (RAM)
3. Transportation  
Maintain county roads
4. Development Plan  
Maintain grazing and agricultural uses
5. BLM proposals:  
Cultural and historic value protection and interpretation (Oregon-Mormon Trail, Devils Gate, Martin's Cove)  
Restrict major utilities along the Oregon-Mormon Trail

## AREA J. ALCOVA – PATHFINDER

### **Evaluations**

#### **Site/Situation Summary**

1. Location – Size – Current Zoning  
South center of county; RAM, Commercial, PUD and Residential
2. Access – Roadways  
State Highway 220, County Roads 406 – 411
3. Corridors  
State Highway 220
4. Water – Rivers, Creeks, Reservoir  
Alcova and Pathfinder Reservoirs, North Platte River, and Grey Reef
5. Landforms – Topography  
Hills around reservoirs
6. Land Uses – Coverages  
Ranching and recreational
7. Irrigated Lands  
Limited
8. Land Ownership  
Mixed private and Federal, including Bureau of Reclamation lands around reservoirs
9. Communities  
The Alcova Townsite is a small community of mixed uses surrounded by federal lands at the Alcova Dam. The post office, store and bar serve local and the recreational traffic. The Alcova School serves the area. There is likely to be little growth pressure because of long established and mixed uses. Support maintaining a small community at this location.
10. Wildlife Habitats  
Prairie
11. Sensitive/Critical Areas  
Reservoir management areas
12. Agricultural Development  
Ranching
13. Mineral Development  
Limited potential and development
14. Recreation

Significant recreation areas at Pathfinder and Alcova

**B. Recommendations**

1. Land Use

Ranching, recreation

2. Zoning

RAM, some Commercial

3. Transportation

Maintain County Roads for recreation

4. Development Plan

Work with the Bureau of Reclamation to update management plans. Natrona County manages some of the recreation areas.

5. BLM proposals:

Developed recreation (Pathfinder Bridge and road); hunting; touring (Back Country Byway).

Cultural and historic values protection and interpretation (pterodactyl tracks)

AREA K. BATES CREEK

**Evaluations**

**Site/Situation Summary**

1. Location – Current Zoning

Southeast corner of the county south of Muddy Mountain; east of the North Platte; RAM

2. Access – Roadway

State Highway 487, County Roads 402-405

3. Corridors

State Highway 487

4. Water – Rivers, Creeks, Reservoirs

Bates Creek, Bolton Creek

5. Landforms – Topography

Creek, valley, hilly badlands

6. Land Uses – Coverages

Mixed rangeland, forested land in east

7. Irrigated Lands

Some along Bates Creek

8. Land Ownership  
Mix of private, state, federal, and Forest Service
9. Communities  
None
10. Wildlife Habitats  
Deer, antelope, and elk
11. Sensitive/Critical Areas  
Sensitive drainages: Bates, Lodge, Bear, Bolton, and Stinking Creeks
12. Agricultural Development  
Ranching, irrigated croplands on Bates Creek
13. Mineral Development  
BLM indicates low to moderate potential
14. Recreation  
Limited formal recreation

#### **B. Recommendations**

1. Land Use  
Grazing
2. Zoning  
Ranching, Agricultural and Mining (RAM)
3. Transportation  
Maintain State Highway 487 and County Roads
4. Development Plan  
Maintain grazing and agriculture. Be aware of bentonite and uranium claims and useable sand and gravel along Bates Creek. Work with Wyoming Game & Fish on Riparian Areas and the Wyoming Wildlife Federation (WWF).
5. BLM proposals:  
BLM management emphasis on grazing and wildlife (crucial big game habitat)  
Fragile soil/watershed protection

#### **AREA L. MUDDY MOUNTAIN**

##### **Evaluations**

##### **Site/Situation Summary**

1. Location – Current Zoning  
South and east of Casper Mountain; RAM and Urban Agricultural
2. Access – Roadways  
Access from Circle Drive (County 505), and Bates Creek Road (402) from the west, Smith Creek Road (607) from the northeast and Hat Six Rd
3. Corridors  
None
4. Water – Rivers, Creeks, Reservoirs  
Muddy, Beaver, and Smith Creeks
5. Landforms – Topography  
Muddy Mountain dominates this area
6. Land Use – Coverages  
Forest, grasslands
7. Irrigated Lands  
Small areas of irrigated land to the northeast along Hat Six Road.
8. Land Ownership  
Concentrations of private and state lands, with a central core of BLM lands.
9. Communities  
None
10. Wildlife Habitats  
Deer, antelope, elk, blue grouse, and fox
11. Sensitive/Critical Areas  
BLM natural areas
12. Agricultural Development  
Grazing, summer pasture, with some irrigated lands
13. Mineral Development  
Limited development, limited potential
14. Recreation  
The 1,260-acre Muddy Mountain Environmental Education Area (EEA), the 2-mile Interpretive Nature Trail connects the Lodgepole and Rim campgrounds, has 28 interpretive signs and is limited to hikers only. The 700-acre natural area is restricted to non-motorized recreational activities such as hikers, mountain bikers, and horseback enthusiasts. Areas are provided for snowmobiles, camping, and ATVs in the summer.

## **B. Recommendations**

1. Land Use  
Ranching, recreation
2. Zoning  
Ranching, Agricultural and Mining (RAM)
3. Transportation  
Maintain county roads
4. Development Plan  
Agriculture. Previous development proposals for this area denied. Possible continued development pressure.  
High priority for wildland fire suppression

## CHAPTER 7

### FEDERAL & STATE LAND USE POLICY

#### 7.1 INTRODUCTION

Natrona County's character is defined by three primary economic influences: agriculture, recreation and the mineral extraction industry. All three are heavily dependent on federal and state lands for viability. With 49 percent of Natrona County's nearly 5,400 square miles consisting of federal and state lands, what happens on these lands has significant impacts on residents of the county.

Management of federal and state lands, including lands administered by the USDI Bureau of Land Management and the USDA Forest Service, is governed by a system of laws and regulations. Portions of these laws and regulations provide for involvement of local governments in the planning and decision-making processes. Federal land use policy represents Natrona County's recommendations and policies for land management and use on federal and state land.

#### 7.2 PRINCIPLES

Federal and state lands are to be managed in a way that protect and improve the health, safety, environment, and well-being of our citizens, and improve the performance of the economy without imposing unacceptable or unreasonable costs or impacts to local social structure. Natrona County recognizes that the private sector and private markets are the best engine for economic growth; that regulatory policies should respect the role of state and local governments; and federal and state lands policies and regulations should be effective, consistent, sensible, and understandable.

In adopting this federal and state land use policy, the Natrona County Board of County Commissioners intend to:

- Protect the integrity of environmental systems and natural resources;
- Preserve resource-based industries;
- Promote a robust, diverse and stable economy;
- Minimize conflicts between land uses;
- Protect public health, safety and welfare;
- Promote the understanding of the dynamics and benefits to and from agriculture and other multiple use activities and federal land concerning wildlife;
- Preserve culture, customs, heritage, and economic diversity; and
- Recognize and protect privacy rights and interests in federal and state land resources including, but not limited to, rights-of-way, grazing permits, water rights, special use permits, leases, contracts, and recreation permits and licenses.

### 7.3 REVISION

As conditions change new issues arise, the Natrona County Board of County Commissioner's policies will continue to evolve and change, requiring periodic amendments to this document. The board will conduct formal reviews of this document on a two-year basis but amendments can be made at any time.

### 7.4 SEVERABILITY

Should a court declare any part of this policy void, unenforceable or invalid, the remaining provisions shall remain in full force and effect.

### 7.5 GENERAL LAND USE PLANNING

For purposes of land use planning efforts and management decisions on federal lands in Natrona County, federal and state agencies shall develop and maintain cooperating agency status for all major federal land management actions.

Natrona County expects to enter into a memorandum of understanding (with a two-year term, automatically renewable) for all National Environmental Policy Act-related projects or planning document amendments affecting federal lands in Natrona County.

Federal agencies shall coordinate with the county as required by federal law. Land management agencies shall consider the effects proposed actions have on (1) community stability; (2) maintenance of custom, culture, and economic stability; (3) conservation and use of the environment and natural resources in the county; and (4) existing multiple uses.

Once a decision on a major federal action affecting federal lands is made, federal land management agencies shall document and track follow-up actions to ensure implementation and compliance with this federal and state land use policy.

Federal land management planners should review all future planning documents for consistency with Natrona County, Federal, and State Land Use Policy; identify any inconsistencies or conflicts that may exist; and take practical measures to resolve the conflicts to ensure consistency and compliance with this plan; and describe these findings in the planning or other decision documents.

It is Natrona County's policy that federal land use planning should:

- Involve a high level of cooperation and coordination;
- Be multi-jurisdictional to the largest extent possible;
- Incorporate the principles of performance-based and adaptive management, while respecting the legal interests and rights granted on federal lands;
- Involve a high level of cooperation and coordination with county agencies to identify, disclose and monitor socio-economic effects;
- Include a large-scale cumulative analysis of effects, temporally and geographically;

- Be based on a holistic view of entire ecosystem, rather than a species-by-species or resource-by-resource approach; and
- Use high quality data evaluated by rigorous scientific methodology and principles.

## 7.6 WAIVERS

Waivers, modifications, and exceptions of existing standards or guidelines should be granted when waiver may result in less impact, reduce overall footprint of development or substantially reduce the costs of the project or when the conditions have changed or the restriction is unnecessary to achieve the objectives.

## 7.7 COOPERATIVE CONSERVATION

Natrona County supports federal land management that is based on cooperative conservation, meaning actions that relate to use, enhancement, and enjoyment of natural resources, protection of the environment, or both, and that involve collaborative activity among federal, state, local, and tribal governments, private for-profit and nonprofit institutions, other governmental entities and individuals.

Federal land management must facilitate cooperative conservation by fully involving local governmental entities, including the Natrona County Board of County Commissioners and Natrona County Conservation District; take appropriate account of and respect the interests of persons with ownership or other legally recognized interests in land and other natural resources; properly accommodate local participation in federal decision-making; and provide that the programs, projects, and activities are consistent with protecting public health, safety, and welfare. Natrona County will not support federal projects where the federal agency has excluded local government agencies and landowners.

### **Information quality**

Federal land managers shall take into account the best available unbiased science in planning efforts by;

- Documenting how high quality data evaluated by rigorous scientific methodology and principles was considered in the planning process within the context of the issued being considered;
- Evaluate and disclosing substantial uncertainties in that science;
- Evaluating and disclosing substantial risks associated with plan components based on that science; and
- Documenting that the science was appropriately interpreted and applied.

### **Consultation, coordination, and cooperation**

It is Natrona County's policy that federal land management agencies shall:

- Establish effective government-to-government relationships with Natrona County;

- Identify a county liaison to serve as the first point of contact with the Board of County Commissioners and as the person who will generally initiate agency contact with the county;
- Implement federal land management programs and activities consistent with and respecting the county's rights and fulfilling the federal governments legally mandated coordination responsibility with the county;
- Manage federal lands and resources in coordination with the county;
- Work to reduce or remove legal or administrative program impediments that inhibit the agency's and the county's capacity to work directly and effectively with each other;
- Consult with the county on matters that may affect the public's right and interests;
- Promptly notify Natrona County at the earliest opportunity of proposed policy, plans, projects or actions that may affect the public's rights or interests in order to provide Natrona County an opportunity for meaningful dialogue on potential implications and effects;
- Develop, in consultation and collaboration with Natrona County, agreements and statements of relationships with the county that help clarify the county's rights and interests and set forth procedures and protocols for consultations, including the points of contact;
- Involve designated county representatives, including staff, consultants and technical representatives, in the consultation process, including development of proposed policies, plans, projects, or actions, where appropriate;
- Involve the county early in the planning process in the preparation of in-depth socio-economic information;
- Fully consider recommendations by Natrona County to address county concerns on proposed decisions;
- Inform Natrona County how its information and recommendations were considered in public land management decisions, including explanations particularly in the event that county input was not adopted or incorporated;
- Document the process and actions taken to consult with Natrona County, the results of those actions, and how the public land manager's final decision was communicated to the county. This consultation review and monitoring process shall involve Natrona County Officials and representatives;
- Participate in a "cooperator working group", which would focus on implementation of planning decisions on public lands;
- Conduct annual planning meetings for specific projects that include the participation of livestock permittees, affected adjacent landowners, and other multiple use interests in the affected area, as well as Natrona County representatives.

## 7.8 CUSTOM AND CULTURE

Major land uses on federal and state lands in Natrona County include livestock grazing; harvesting of forest products; oil and gas exploration, production, and associated development; and recreation, which includes a broad spectrum from wilderness and

primitive use to developed-area recreation, both motorized and non-motorized. It is this myriad of land use that forms the custom and culture of the citizens of the county. The traditions of its citizens are based on continuing these land uses.

Other important components of federal and state land include the land's inherent value as open space available for use by the public at large; providing habitat for flora and fauna; and its role as a vessel for historical and cultural values associated with human use of the land throughout history.

Natrona County will support the maintenance and enhancement of the custom and culture of the county, and oppose any change in land use that does not evaluate, mitigate, and minimize impacts to custom, culture, and the economic stability of the county.

Federal land managers shall incorporate the social, cultural, and economic needs of the county when developing plans or projects and making recommendations that affect the custom and culture of the county. Furthermore, the consideration process used to assess impacts to county custom and culture shall be cited in federal and state land management plans and the steps taken to incorporate protection of the county's custom, culture and heritage into each plan and project.

Natrona County will review federal and state land use planning issues impacting the county's custom and culture and make recommendations pertinent to the issue in question. Responsible use of federal lands in use that benefits the custom, culture, heritage and economic base of the county.

Federal and state agencies shall notify Natrona County of any actions, proposals, policies, or regulations which may impact the custom and culture of Natrona County will review and comment on federal or state actions which impact the custom and culture of the county.

Local governmental agencies (including county, towns, school districts, public health care providers, and other local agencies) have important and useful data and other information regarding economic and cultural trends that may not be available from state or federal data sources. It is Natrona County's policy that federal and state land managers seek out and take into full account data and information available from local sources when developing plans and/or making recommendations.

Management of federal lands will recognize valid existing right and interests in federal land. Livestock grazing permits, mineral leases, mining claims, recreation permits, concessionaire contracts, and rights-of-way form the backbone of the county's communities.

## 7.9 ECONOMICS

Natrona County supports efforts to maintain or improve the overall economic base of the county through the judicious use and enjoyment of federal and state lands in the county.

It is Natrona County's policy that economic diversity and long-term stability are beneficial to the welfare of county residents.

Natrona County will not support federal and state agencies on land management decisions when economics is not carefully considered in the decision. In such cases, Natrona County may be forced to appeal or seek other relief.

Any proposed change in land use must evaluate, mitigate, and minimize impacts to custom and culture and the economic stability of the county.

Natrona County recommends federal and state agencies entertain and evaluate opportunities for free trade and enterprise based on their merits and impacts to federal and state lands. While economics should not always be the driving factor in decision-making, it should be part of the balance of interests considered.

Federal land management agencies must work in tandem with Natrona County to accurately provide socioeconomic impact analysis and provide socioeconomic impact mitigation recommendations to both the agencies overseeing the development as well as county government officials. Agencies overseeing the development should make every reasonable attempt to implement the socioeconomic impact mitigation recommendations while working with local government officials.

Any development that will require the employment of more than 250 workers for a period of more than 90 days will incorporate mitigation to compensate for impacts on community services and housing.

Natrona County recommends that socio-economic monitoring and analysis be performed by experts familiar with the area's unique history, culture, economy and resources. It is Natrona County's policy that such monitoring and analysis be paid for by the industry creating the impact, and that this requirement be understood by all involved, early in the process.

Large employers may also be required to pay impact fees or provide supplemental services to reduce the impacts on county and other services.

Federal land management agencies shall notify Natrona County of any action or regulations that affect the economic base of the county; and Natrona County will review and comment on proposed actions significant to the economic base of the county.

When a negative impact of a proposed action is unavoidable, provisions should be made to mitigate or compensation for those impacts.

It is Natrona County's policy that analysis of proposed major federal actions must include consideration of the following socioeconomic factors:

- An evaluation of the social and economic conditions in the area of site influence;
- The social and economic conditions shall be inventoried and evaluated as they currently exist, projected as they would exist, projected as they would exist in the future without the proposed industrial facility and as they will exist with the facility;
- A study of the area economy including a description of methodology used. The study may include; but is not limited to, the following factors:
  - Employment projections by major sector availability
  - Economic bases and economic trends of the local economy
  - Family and per capita income
  - Purchasing power of earnings within the area of site influence
  - Short and long term fluctuations in resource consumption and resource
  - Employment dislocation and skill obsolescence
  - Diversity of economy
  - Estimates of basic versus non-basic employment
  - Unemployment rates
  - Population, optionally including demographics and projections
  - Housing, including quantitative evaluations of the number of units on the area and discussion of vacancy rates, costs, and rental rates of the units
  - Transportation
  - Governmental facilities
  - Sewer and water distribution and treatment facilities
  - Solid waste collection and disposal services
  - Health and medical care facilities and services
  - Human services facilities
  - Recreational facilities
  - Schools
  - Mental health services, problems due to the transition from temporary, consumption employees to operating workforces
  - Fiscal analysis over the projection period for all local governments, including revenue structure, expenditure levels, mill levies, and services provided through public financing, and the problems in providing public services
  - Estimate of sales and use taxes and ad valorem taxes generated by the proposed activity
  - Impact controls and mitigating measures proposed by the applicant to alleviate adverse social and economic impacts associated with construction and operation of the proposed industrial facility

## **Multiple use**

Federal lands in Natrona County should be managed for multiple use. Multiple use is the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of the county citizens.

Making the most judicious use of the land for some or all of these resources or related services over areas large enough to provide sufficient latitude for periodic adjustments in use to conform to changing needs and conditions. The use of some land for less than all of the resources.

A combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and non-renewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of the resources and not necessarily to the combination of uses that will give the greatest economic return or the greatest unit output.

The prioritizing of any one multiple use should only occur after the impacts to other multiple uses are fully quantified and mitigated. Any proposal to close the federal lands to a multiple use must be approved by Natrona County after a public hearing.

The public will be fully informed of any land use management proposals and/or decisions which affect traditional multiple use status of federal lands in the county. Natrona County will review the federal and state land use and planning issues pertaining to natural resources, such as plan amendments, and make recommendations to applicable agencies and parties.

Natrona County recommends federal and state agencies promote public respect for private structures (corrals, fences, water development, etc.) on federal and state land in an effort to reduce vandalism, educate land users, and promote the multiple use concepts.

Natrona County recommends federal and state agencies evaluate opportunities for commercial use of federal and state lands for purposed of benefiting the custom and culture of Natrona County as well as the economic base of the county.

### **7.10 FEDERAL LANDS COMMITTEE**

The Natrona County Board of County Commissioners may appoint a Federal Land Committee to serve as an advisory committee to the board on federal land issues. Under the direction of the board, the committee will make recommendations to the board as to management decisions and policies affecting federal and state lands; and

participate in the development, coordination, and implementation of the provisions of Natrona County Federal and State Land Use Policy.

The federal lands committee may:

- Develop an implementation plan for Natrona County Federal and State Land Use Policy;
- Insure that all relevant provisions of this policy are followed by federal and state agencies in management of federal and state lands;
- Receive input from residents who are interested in, and directly impacted by, federal and state land use decisions;
- Act as a federal and state land issues clearinghouse;
- Insure that guidelines, protocols, and other policies used to direct any activity on federal and state lands do not contain restrictions or protections not provided for by law or regulation; and
- Keep the county fully informed of management actions proposed or to be implemented on federal and state land and allow the board time to develop Natrona County's position of such action should it not be clearly defined in this policy or subsequent implementation plans.

#### 7.11 NATURAL, BIOLOGICAL, AND CULTURAL RESOURCES

##### **Air**

Air quality is one of Natrona County's substantive concerns.

Natrona County supports the purpose of the Clean Air Act Amendments of 1990 which balance the need to ensure the highest level of environmental protection with the need to maintain economically viable and sustainable communities.

Natrona County supports the goals of the Wyoming Environmental Quality Act, which implements the Clean Air Act, as needed. The Wyoming Department of Environmental Quality establishes emission standards and permit procedures to protect the public health and welfare that are economically achievable.

Wyoming Department of Environmental Quality's recommendations should be followed when the agency documents a significant risk to human health from a proposed project on federal lands.

Federal land management agencies shall conduct intensive analysis of any action proposed on federal lands that would, or could, have the effect of changing quality of air resources in the county. Such actions shall be critically considered in relationship to the historic and current uses of air resources in the county by humans, vegetation, livestock and wildlife.

Federal agencies shall involve Natrona County in the development of mitigation strategies to reduce air quality impacts. Mitigations must be implemented to reduce or

eliminate impacts of activities that are expected to impact air quality and that individually or cumulative result in exceeding state or federal air quality standards.

Federal agencies shall involve Natrona County in the development of enforcement strategies and procedures to be implemented in the case of violations. These procedures and enforcement strategies shall be agreed upon before a permit or lease for a proposed activity or project is approved.

Federal land management agencies shall coordinate with the county when formulating permitting and leasing stipulations for proposed activities or projects that have significant impacts to air quality. Permitting and leasing stipulations shall include: provisions for the implementation of agreed upon mitigation strategies to reduce or eliminate criteria pollutants where state and federal air quality standards are likely to be violated; and provisions for the implementation of agreed upon enforcement strategies to be implemented in case of a violation.

Dust-suppression measures on roads traversing federal lands are required for industrial development projects in order to reduce air quality impacts from traffic.

Maintaining the county's air quality above state and federal air quality standards is critical to the health and well-being of its residents. A high level of air quality is important to future economic development as it reduces the possibility of development restrictions as a result of air quality standards being exceeded.

Air quality baselines for the area must be established with the full participation of the county and the Natrona County Conservation District.

To maintain high air quality, state and federal agencies will work to protect the area's air from degradation from non-area sources. These non-area sources shall be identified and quantified.

Certain criteria pollutants, such as ozone, are not generally emitted directly from a specific source, but are formed from a combination of precursor compounds. Criteria pollutants formed by this process may be in danger of violating air quality standards while the precursor compounds may not be in danger of violation. If the criteria pollutant is likely to exceed Wyoming and/or National Ambient Air Quality Standards, measures for the reduction of the precursor compounds shall be implemented even if they are not likely to exceed standards in and of themselves.

All oil and gas field development plans must provide for air quality monitoring. Data development must be coordinated with, and the findings provided to, the board and the Natrona County Conservation District.

Any development or expansion of an activity known to have an impact or have reasonably foreseeable impact on air quality shall occur in such a way as to avoid exceeding Wyoming and/or National Ambient Air Quality Standards. The determination of whether or not air quality standards will likely be exceeded will be based on

quantitative analysis of data gathered from monitoring and the expected emissions of that development expansion.

All air quality studies undertaken by or on behalf of a federal land management agency or the Wyoming department of Environmental Quality must be coordinated with the county and the Natrona County Conservation District.

All air quality analyses for proposed federal projects that have any reasonably foreseeable impacts to air quality shall be quantitative unless otherwise approved in writing by Natrona County.

Study methods for air quality analysis shall be developed with, and agreed upon by the county. If necessary, a third party consultant approved by the county may be enlisted to complete the required air quality analysis so long as that consultant conforms to the agreed upon methods.

Natrona County shall notify any federal land management agency, in writing, of inconsistencies between county policies and procedures regarding air quality and those policies and procedure of federal guidance, resource management plans and amendments to management framework plans.

The individual and cumulative impacts to air quality and the significance thereof, of any proposed actions on federal lands shall be analyzed thoroughly and quantitatively by the federal agency proposing the activity. Analysis of individual and cumulative impacts must be coordinated with, and the findings provided to, the county.

Alternatives for a proposed activity on federal lands must be developed with the cooperation of the county.

#### 7.12 CULTURAL/HISTORIC/PALEONTOLOGY RESOURCES

Natrona County supports the protection, and/or excavation of unique archeological features that occur in the county, including the responsible stewardship of these resources through balancing resource protection with visitor values.

Natrona County recommends that priority be given to retention and display of locally collected artifacts in Natrona County. State and federal agencies should periodically provide public presentations and reports interpreting new information and theories from the cultural and historical sites located on federal and state lands in the county.

Natrona County will be recognized by federal agencies as a consulting party as described in Section 106 of the National Historic Preservation Act and subsequent amendments. As a consulting party, Natrona County will request periodic review and comment on classification and management of significant cultural resources on federal lands in the county, and the impact of proposed land use actions on those sites. Natrona County may also periodically suggest endangered cultural resources that should be classified and managed as more significant.

Where practical, federal land management agencies should provide public visitation opportunities to designated public use cultural and archeological sites with sufficient site protection.

Federal and state agencies will not jeopardize private property rights or existing land uses, such as oil and gas extraction, mining, logging and harvesting of forest products, road maintenance, and grazing, through the protection of cultural and archeological sites. This can be accomplished by carefully assessing the sensitivity and importance of the site relative to the economic and cultural impacts associated with land management decisions based around cultural and archeological sites in the county. Natrona County realizes there can be a balance of existing uses and the need to protect cultural sites.

Potential adverse effects to significant and high quality cultural resources will be managed to the extent possible through avoidance and confidentiality of location before other protections are considered.

Many sites represent a unique culture and are closely related to early agricultural settlement of the area. They continue to have historical significance and are held by many residents as reverent or consecrated sites. These sites must be preserved and remain accessible.

The maintenance of the resources and their physical attributes such as trails, cabins, livestock facilities, etc., is critical to present and future tourism development.

The land, its people, and their heritage form an inseparable trinity for the majority of the area residents and this relationship must be considered in all proposed actions.

Livestock grazing, the resulting lifestyles and imprint on the landscapes of the West are some of the oldest enduring and economically important cultural and heritage resources in the West, and must be preserved and perpetuated.

### **Soils**

The protection of soils from wind and water erosion and the maintenance of productivity and fertility are critical to sustaining a viable agricultural economy, sustain wildlife populations, and high quality of air and water.

Soil-related activities will be based on all available survey data until a final survey is published. Any deviation from this material and soil data development must be coordinated with the USDA Natural Resources Conservation Service and Natrona County Conservation District.

Natrona County supports the prioritization of soil survey mapping and the uniform use of ecological site descriptions developed by the Natural Conservation Service as the foundation for the inventory, evaluation, setting of monitoring objectives, and management of rangelands and forestlands because ecological sites are the basic units of soils and associated plant communities and they provide the basis for setting

vegetative management objectives, monitoring and extrapolations of management impacts to other areas.

### **Vegetation**

Natrona County support efforts to conduct plant surveys to validate existing data and add plant inventory data.

Recovery planning efforts for sensitive, threatened, and endangered plant species shall evaluate, mitigate, and support the county's custom and culture and economic viability.

Natrona County supports locally driven efforts to identify desired plant communities that do not compromise the custom and culture and the economy of the county.

### **Visual**

Natrona County recognizes that different levels of scenic values on federal lands in the county require different levels of management. While management of an area with high scenic value might be focused on preserving the existing character of the landscape, management of an area with little scenic value might allow for major modifications to the landscape.

Federal land management agencies shall conduct assessments of visual impacts in determining how an area should be managed, with the goal of protecting the visual resource while not burdening authorized land uses and maintaining economic stability.

Federal land management should provide for a wide array of visual resource management objectives on federal lands in the county, including: preserving the existing character of the landscape with very low levels of change; retaining the existing character of the landscape; partial retention of the existing character of the landscape, with moderate levels of change; and major modifications of the existing character of the landscape, with high levels of change acceptable.

It is Natrona County's policy that in considering visual resource management objectives, federal and state land management agencies shall recognize the importance of communication sites to the security, health and welfare of Natrona County's citizens.

### **Water**

Baseline water quality sampling and cataloging of that data shall be required for all industrial water wells (including injection wells) drilled on federal or state lands. This information shall be shared with Natrona County.

It is Natrona County's policy that protection of the county's groundwater quality and quantity is an issue of utmost importance.

Natrona County shall be officially notified, as an interested party, of all voluntary remediation of contaminated sites on federal and state lands in the county.

All oil and gas field development plans must provide for water quality monitoring. The Natrona County Board of County Commissioners and Natrona County Conservation District shall be directly involved in developing monitoring protocol for air quality and water quality. Development must be coordinated with, and the findings provided to the county.

#### **Weed and pest**

Federal and state land management agencies shall participate in cooperative efforts with federal, state, county and private land managers to enhance cooperative weed management efforts of Natrona County.

Early detection and control of noxious or invasive weeds and insect infestations are essential to the public health, welfare and economy of the citizens of Natrona County.

Mosquito control on federal and state lands in the county should be permitted in order to reduce the risk of transmission of West Nile Virus and other diseases that pose a threat to the health of humans, livestock and wildlife.

#### **Wildland fire**

Fire management strategies shall consider firefighter and public safety and protect human life, property, and communities. There shall be a high level of cooperation between agencies and firefighter organizations in the county.

Federal agencies will incorporate local fire department plans and policies into fire suppression and control plans.

#### **Wildlife**

Recovery planning efforts for sensitive, threatened, and endangered species shall evaluate, mitigate, and support Natrona County's custom and culture and economic viability.

Wildlife management efforts shall reduce predation of sensitive species, increase hunting and fishing opportunities within appropriate carrying capacities, decrease game damage conflicts, and generally balance wildlife numbers with other factions representing the custom and culture and multiple use values of the county.

Natrona County supports responsible wildlife habitat preservation, development, and management.

It is Natrona County's policy that federal agencies shall fully quantify and cause mitigation measures to be adopted that would effectively mitigate impact on Natrona County wildlife populations as a result of energy development.

In carrying out animal damage management activities, federal and state land managers shall:

- Allow currently recognized methods of predator control, including aerial gunning of predators, as viable options for predator control on federal and state land in the county.
- Rely upon the USDA Animal and Plant Health Inspection Service, Wyoming Game and Fish Department and Natrona County Predator Management Board to provide the expertise and conduct predator control on public lands, to determine livestock losses, and to determine methodology for animal damage management.
- As needed, conduct non-predator animal damage management, such as controlling small mammal populations, and necessary environmental analysis and disclosure on federal and state lands.
- Coordinate with other federal and state agencies to improve effectiveness of control program activities conducted on federal and state lands.
- Use an integrated approach to the prevention of animal damage and management of animal damage control programs.
- Consider a full range of methods, including physical barriers, repellents, habitat manipulation, biological controls, silvicultural methods (for example, fertilizing to improve soil fertility), pesticides, and hunting and trapping. Use licensed hunting, fishing, and trapping as a control technique where practicable.

Federal and state land management agencies shall approve the implementation of the recommendations of the Wyoming Brucellosis Coordination Team that pertain to federal and state lands in order to reduce brucellosis in wildlife populations and to reduce the risk of transmitting the disease to cattle herds.

There shall be no imposition of land use restrictions on federal lands for the purpose of protecting species classified as predators under state statute.

It is Natrona County's policy that land management agencies consider wildlife use in the context of healthy range standards.

Natrona County supports "Executive Order 13443 of August 16, 2007: Facilitation of Hunting Heritage and Wildlife Conservation" and the provisions requiring federal agencies to:

- Evaluate the effect of agency actions on trends in hunting participation and, where appropriate to address declining trends, implement actions that expand and enhance opportunities for the public;
- Consider the economic and recreational values of hunting in agency actions;
- Manage wildlife habitats on public lands in a manner that expands and enhances hunting opportunities, including through the use of hunting in wildlife management planning; and
- Work collaboratively with state governments to manage and conserve game species and their habitats in a manner that respects private property right and state management authority over wildlife resources.

### **Wild horses**

Designation of any wild horse management areas in Natrona County is inappropriate and federal land managers shall provide for the removal of wild horses from federal lands in the county.

## **7.13 RESOURCE USES**

### **Forestry**

The private use of timber products from federal and state lands in Natrona County for fuel, posts and poles, Christmas trees, etc., shall be continued as an allowable use.

A sustainable wood products industry on federal and state lands in the county is an important aspect of economic diversity.

Fire, timber harvesting, and treatment programs will be managed in a way to promote forest health, reduce disease and insect infestation and prevent waste of forest products while providing opportunities for local businesses and small business.

Federal land management agencies should participate in the National Forest County Partnership Restoration Program to formulate a multi-year plan that encompasses: a) Community-based cooperation with stakeholders; b) Integration of best management practices that incorporate peer reviewed science; c) Expedited implementation of forest and watershed enhancement projects at the stand and landscape levels; and d) flexibility in authorities and planning.

Conservation forestry conclusions and proposals for action should be consistent with the following:

- Avoid management scenarios that result in a static forest condition;
- Do not restrict management actions to a particular size or age of wood material;
- Concentrate activities on current condition as compared to desired condition;
- Contains an aggressive time table for management implementation;
- Uses a systemic, diagnostic approach to anticipate forest health problems;
- Works with and not against nature;
- Accurately accounts for forest health costs and uses a long term risk analysis;
- Prepares the forest for inevitable periods of drought and encourages research into climate/forest health relationships and the aforementioned forest management scenarios utilize silviculturally sound harvest of forest products and material to finance non-commercial management prescriptions to meet desired condition or funded in conjunction with local, state and federal programs.

### **Lands and realty**

Federal land management agencies shall make suitable lands available for disposal under the Recreation and Public Purpose Act in resource management plans and upon request by an appropriate entity in accordance with the acts.

Federal and state land management agencies shall consider local government needs for local resources such as rock, gravel, road base, etc.

Federal lands shall be available for disposal when such disposals meet the important public objective of community expansion or economic development, or when the disposal would serve the public interest.

The design and development of all federal land disposals, including land adjustments and exchanges, shall be carried out to the benefit of the citizens of Natrona County in an expeditious manner.

There shall be no net loss of private lands in Natrona County. Federal land management agencies shall not acquire any private lands or rights in private lands in Natrona County without first ensuring: that at a minimum, parity in land ownership is maintained; and that private property interests are protected and enhanced. Net loss shall be measured in acreage and fair market value.

Federally managed lands that are difficult to manage or which lie in isolated tracts shall be targeted for disposal.

Natrona County shall be notified of, consulted with, and otherwise involved in all federal and state land adjustments in Natrona County. Natrona County's concurrence shall be required prior to such adjustment.

### **Law enforcement**

Natrona County and the State of Wyoming have primary jurisdiction for law enforcement throughout Natrona County.

All federal law enforcement activities will be fully coordinated with the Natrona County Sheriff's Office.

Natrona County will maximize the use of a cooperative law enforcement program, to improve protection of persons and their property when visiting federal and state lands, and to utilize the opportunity to cooperate with land management agencies in carrying out their specific responsibilities related to the land management.

It is Natrona County's policy to provide protection to the public and their property through cooperation with other law enforcement agencies.

Federal and state land management agencies will make available sites for the strategic location of communications towers to aid in law enforcement activities.

### **Livestock grazing**

Livestock grazing on federal and state lands in the county shall continue, at levels consistent with custom, culture, and proper stewardship of the vegetative resource.

The continued viability of livestock operations and the livestock industry should be supported on the federal and state lands within the county by management of land and forage resources, by the proper optimization of animal units months for livestock, in accordance with supportable science and the multiple use provisions of federal and state law.

Federal land management agencies will not adjust animal unit months (AUMs) on federal lands without scientifically based justification and full consultation between the permittee and administering agency.

Federal land management agencies will not permit the relinquishment, transfer or retirement of livestock grazing AUMs in favor of conservation, wildlife or other uses besides livestock grazing.

Federal land management agencies will promote public respect for private structures (corrals, fences, water development, etc.) on federal land in an effort to reduce vandalism, educate land users, and promote multiple-use concept.

The use of categorical exclusion for issuance or renewal of livestock grazing permits on federal lands should be allowed, if the new grazing permit/lease is consistent with the use specified on the previous permit/lease, such that the same kind of livestock is grazed, this does not exceed the active use previously authorized, and grazing does not occur more than 14 days earlier or later than as specified in the previous permit/lease; and the grazing allotment(s) is meeting land health standards, or not meeting standards due to factors that do not include existing livestock grazing.

AUMs should not be placed in a suspended use category unless there is a rational and scientific determination that the conditions of the rangeland allotment or district in question will not sustain the animal unit months proposed to be placed in suspended use.

Any grazing AUMs that are placed in a suspended use category can be returned to active use when range conditions improve.

Natrona County supports and encourages joint cooperative monitoring programs based on the monitoring Memorandums of Understanding developed between the National Public Lands Council, USDA Forest Service and USDI BLM.

State-of-the-art monitoring data should be the basis for grazing management decisions on BLM and Forest Service grazing allotments.

Proper Functioning Condition Assessment (PFC) will be used as intended by the National Riparian Team that developed PFC: ie proper monitoring protocol and objectives shall be developed and actions shall be implemented when PFC indicates the need.

## **Minerals**

Natrona County supports future mineral exploration, extraction and development that are conducted in an environmentally responsible manner (taking into consideration land, air, and water quality and quantity, as well as other resource values) and utilizing public involvement.

Natrona County encourages industry companies to conduct science-based research applicable to mineral and mining industry expansion and new development.

Federal and state land managers should provide consideration to the needs of public and private enterprises relative to gravel, rock for stabilization projects and other material resources. New gravel pit excavation possibilities should be available on federal and state lands dispersed throughout the county, as well as opportunities for year round gravel crushing and screening operations, in areas where the materials are needed and where it is economically feasible to extract them.

Federal and state agencies shall consider the potential economic impact of any proposed land management changes or natural resource related to the minerals industry, and on the residents of the county, through in-depth economic impact descriptions in planning documents.

Federal lands shown to have reasonable mineral potential should be open to oil and gas leasing with stipulations and conditions that will protect the lands against undue and unnecessary degradation to other significant resource values. This should include reasonable and effective mitigation and reclamation measures and bonding for such where necessary.

Mineral development proposals shall not be approved without complete and proper scientific analysis of the development in compliance of federal environmental laws, regulations and guidelines. The analysis must quantify and disclose all reasonable and foreseeable adverse impacts, offer possible mitigations both on-site and off-site, of the development to all other existing multiple use activities including but not limited to livestock grazing, recreation opportunities, timber harvest, outfitting, hunting, fishing, and to the county's national, economic, socio-economic, and cultural resources.

The ability of private mineral owners to access, extract and transport their mineral resource shall not be limited or infringed upon by federal land managers, including in areas determined set aside for no mineral leasing on federal lands.

An accurate analysis of full-field development scenarios needs be disclosed at the earliest feasible stage in the planning process.

Impacts from the pace of mineral development cumulative impact from all mineral developments in the area, and the impact from a sharp decline in development levels will be fully considered in federal land management decisions involving mineral development.

Federal and state agencies shall analyze and consider all fiscal and economic impacts to the minerals industry, the county and other local governments, and to the residents of the county from any proposed land management changes or natural-resource related plans.

Planning shall consider up-to-date mineral potential reports.

Mitigation plans must include monitoring and incorporation of county and other local governmental roles in the monitoring program and it must be a condition of approving mineral proposals.

Each mineral company operator should designate a contact person to handle concerns of Natrona County, livestock permittees and other stakeholders, and share that contact information with the county and its representatives.

Natrona County opposes the waste of fluid and gaseous minerals, and recommends such waste be managed to the least negative impact possible.

Federal land managers shall aggressively inspect and enforce operating requirements for oil and gas operations since this is critical to the protection of the environment, public health and safety, proper accounting of production, and to ensure oil and gas resources are developed in a manner that maximizes recovery while minimizing waste.

Wastewater disposal pits, wastewater disposal reinjection wells, and other mineral industry infrastructure shall be located within the industrialized areas of federal lands and away from fresh water sources.

Disposal of garbage and other wastes, as well as road killed-animals, shall be provided for in development planning documents, with the goal to reduce the risk of attracting and expanding populations of ravens and other predators.

Transportation planning for industrial projects should occur at the project level rather than at the individual well pad level.

Federal land managers shall require the use of environmental best management practices, lease stipulations and other restrictions for oil and gas operations, energy related activities, and other industrial developments, including, but not limited to:

- Interim reclamation of well locations and access roads soon after the well is put into production;
- Painting of all new facilities a color that best allows the facility to blend with the background;

- Design and construction of all new roads to county standards, “no higher than necessary” to accommodate their intended use unless a higher standard is appropriate to control dust and soil erosion; and
- Final reclamation re-contouring of all disturbed areas, including access roads, to the original contour or a contour that blends with the surrounding topography.

Other environmental BMPs, lease stipulations or restrictions should be on a case-by-case basis, depending on their effectiveness, the balancing of increased operating costs vs. the benefit to the public and resource values; the availability of less restrictive mitigation alternatives that accomplish the same objective; and other site-specific factors. Examples of typical, case-by-case BMPs, lease stipulations or restrictions include, but are not limited to, the following:

- Seasonal drilling restrictions;
- Avoidance or prohibitions on surface disturbance of sensitive areas (near homes, visual areas, developed recreation sites, migration corridors, grouse leks, rare plant areas, wetlands, crucial winter range, etc.);
- Paced development and zone development;
- Cluster of new infrastructure to minimize footprint;
- Installing raptor perch avoidance;
- Burying of distribution power lines and/or flow lines in or adjacent to access roads;
- Centralizing production facilities;
- Installing submersible pumps;
- Directional/horizontal drilling;
- Drilling multiple wells from a single pad/clustered development;
- Using noise reduction techniques and designs to reduce noise from compressors;
- Monitoring wildlife;
- Avoidance placement of production facilities on hilltops and ridgelines;
- Screening facilities from view or siting facilities to reduce visibility;
- Use of remote monitoring on wells;
- Minimizing the foot print of development in overall energy infrastructure;
- Bioremediation of oil field wastes and spills; and
- Using common utility or right-of-way corridors.

The use of best available technologies will be required in energy development projects to reduce all pollution impacts during all stages of development.

The analysis, monitoring of air and water, and identification of health risks associated with energy development will be required, with the costs to be paid for by the industry.

Except for congressional withdrawals, public lands shall remain open and available for mineral exploration and development unless withdrawal or other administrative actions are clearly justified in the national interest and withdrawal procedures are followed.

Certain areas of federal land may be withdrawn from mineral leasing in an administrative process, so long as such designation is for the term of a resource planning document, and not a permanent designation.

### **Mitigation**

Mitigation and other conditions established in an environmental impact statement or during its review and committed as part of a decision shall be implemented by the lead agency or other appropriate consenting agency.

The lead agency shall condition funding of actions on mitigation, and upon request, inform cooperating agencies on the progress in carrying out mitigation measure which they have proposed and which were adopted by the agency making the decision.

Mitigation includes avoiding the impact altogether by not taking a certain action or parts of an action; minimizing impacts by limiting the degree or magnitude of the action and its implementation; rectifying the impact by repairing, rehabilitation, or restoring the affected environment; reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and compensating for the impact by replacing or providing substitute resources or environments.

When considering mitigation measures, land managers must consider the range of impacts of the proposals, and must include such things as design alternatives that would decrease pollution emissions, construction impacts, esthetic intrusion, as well as relocation assistance, possible land use controls that could be enacted, and other possible efforts. Mitigation measures must be considered even for impacts that by themselves would not be considered "significant". Once the proposal itself is considered as a whole to have significant effects, all of its specific effects on the environment (whether or not "significant") must be considered, and mitigation measures must be developed where it is feasible to do so.

Mitigation measures which could reduce adverse impacts or enhance beneficial impacts and which have not been incorporated into the proposed action or an alternative must be identified and analyzed. The analysis should address the anticipated effectiveness of these mitigation measures in reducing adverse impacts or enhancing beneficial impacts. Analyze any residual impacts or unavoidable adverse impacts which remain after mitigation measures have been applied as well as any further impacts by the mitigation measures themselves.

Federal land managers shall identify and adopt measures that may reduce or avoid potential adverse economic or social effects of the new alternatives considered, and maximize their positive effects.

For the development of all new management plans (or revisions or amendments to existing plans), it is Natrona County's policy that federal land managers host at least one economic strategies workshop to discuss regional economic conditions, trends, and

strategies. Such workshops shall provide for imparting skills on analyzing local and regional economic and social conditions; and collaborating with agency staff to identify opportunities to advance local economic and social goals through planning and policy decisions within the authority of BLM, its cooperating agencies, or other partners.

Any initiative, mitigation or compensatory mitigation programs or studies must be coordinated with, and provide for full participation of the county and other local government agencies, including the Natrona County Conservation District.

All disturbances of surface resources, including fish and wildlife habitats, must be reclaimed as soon as feasible after impacts have been created.

All mitigation of surface disturbances must be accomplished on or adjoin the site of disturbance. No off-site mitigation may be considered until onsite opportunities have been exhausted or until proper analysis shows that habitat losses cannot be mitigated on site.

Off-site mitigation should be required, if on-site mitigation is not sufficient.

Off-site mitigation must provide for the full involvement of the county.

Off-site mitigation should be of duration appropriate to the anticipated impacts being mitigated.

The most cost-effective method of mitigation or habitat improvement is to pool committed mitigation funds to address mitigation on a county-wide landscape scale, so long as the county and other local agencies are directly involved in the approval and management of a compensatory mitigation fund.

Natrona County supports the use of a mitigation banking system that provides for the banking of dollars or mitigation credits.

Natrona County favors habitat improvement projects that are jointly sponsored by various resource interests and involve treatments such as disking and seeding, removal of decadent vegetation, logging, seeding, burning, and other direct soil and vegetation prescriptions that are demonstrative to restore forest and rangeland health, increase forage, and improve watershed for the mutual benefit of domestic livestock, wildlife, and watersheds.

In order to mitigate impacts from energy development on federal and state lands in Natrona County, it is the county's policy that:

- Annual operator meetings be held with permittees;
- Compensation for cattle lost to oil and gas activities, including deaths from pits and animals hit on the roads be provided;

- A fund be established to develop range improvement projects away from industrial activity, or in the alternate, a commitment to fund these projects as development is proposed;
- Cattle and sheep movement corridors shall not be impacted to the point livestock can't get through the area;
- Pipeline projects shall be coordinated to lessen the impact on cattle's natural movement through the field, including leaving gaps in the trenches to allow cows to move, or completion of pipeline work while cattle are not allotments.
- Standardized fencing of pits shall be required to prevent wildlife and livestock from drinking contaminated water. This should include wooden H braces, a fence support to keep hoses from knocking down fence, and closure of gates.
- Maintenance of cattle guards on all roads shall be required to keep cattle from getting onto highways, drill pads or other allotments.
- Speed limits shall be enforced to lessen the chance of animals getting hit on roads.
- A provision that when/if level of industry activity dominates the field to a point that it is uneconomical for permittees to continue grazing allotments, operator mitigation may include replacement of feed, provide for spring grazing pasture, hay, etc., for the duration of the impact period.

### **Recreation**

Federal lands offer a broad range of recreational opportunities on public lands, including, but not limited to, hunting, fishing, horseback riding, camping, nature appreciation, interpretive trips, wildlife watching, boating, and other tourism-related activities. Federal and state lands also support businesses that offer such opportunities to the public, including outfitters and guides, outdoor camps, wilderness/survival schools, dude ranches, etc.

Federal and state land management shall support recreation and tourism and associated businesses in Natrona County, including the broad range of activities included, from off-road vehicle use to primitive outdoor adventures.

Federal land outdoor recreational access shall not discriminate in favor of one particular mode of recreation to the exclusion of others.

Existing levels of motorized public access to traditional outdoor recreational designations in the county shall be continued, including both snow machine and off-highway vehicle use.

Traditional levels of group camping, group day use and all other forms of outdoor recreation, motorized and non-motorized, shall be continued.

The permitting process for commercial recreational permits on federal lands in the county shall be streamlined and expedited.

Permitting of commercial enterprises on federal lands that reflect the custom and culture of the county in terms of recreation and outdoor lifestyle/uses shall be encouraged.

Motorized, human, and animal-powered outdoor recreation should be integrated into a fair and balanced allocation of resources within historical and cultural framework of multiple-uses in rural Natrona County, and outdoor recreation should be supported as part of a balanced plan of local economic support and growth.

Potential development should include family oriented activities and development that are accessible to the general public and not limited to special interest groups.

Recreational facility development that supports and cultivates maintenance partnerships with other entities, agencies and special interest groups shall be encouraged.

Outfitting and lodge operations are an important part of local history and tradition as well as contribute substantially to the local economies. Management decisions must be provided for the continuation or expansion of these activities and fully disclose the impacts to them.

#### **Recreational residences**

Existing recreational residences and access to them, on federal lands in Natrona County shall continue to be reauthorized.

#### **Search and rescue**

Search and rescue (SAR) efforts on federal and state lands will be closely coordinated between the local SAR organization, Natrona County Sheriff's Office and federal and state land managers and other agencies; be outlined through mutual aid and assistance agreements as much as possible; and be facilitated by access.

#### **Transportation and Access**

Access to or across federal lands shall not entail encumbrances or restrictions on private property rights or privileges.

There shall be no closure of existing roads or R.S. 2477 rights-of-way without scientific justification, support of the Natrona County Board of County Commissioners, and support of the citizens of the affected area.

Prior to any road closures on federal land within the county, the deciding officer shall conduct full consultation with the county and local citizens.

The development of multiple use trail systems on federal lands in the county shall provide a wide range of recreational opportunities and experiences for all users and shall be permitted, with emphasis on looped trails.

Federal land managers shall provide for the development of access on federal lands for the elderly and physically impaired.

No roads, trails, rights-of-way, corridors, easements or other traditional access for the transportation of people, products, recreation, energy or livestock may be closed, abandoned, withdrawn, or have a change of use without full public disclosure and analysis.

County roads on federal lands shall remain open unless it has been determined by the county that the subject road is no longer needed as part of the county's transportation system.

### **Water use**

It is Natrona County's policy that the Wyoming Constitution and Wyoming statutes are the legal basis for all water use in the county and all planning efforts need to reflect this reality. Specifically the county recognizes:

- A water right is a right to use the water of the state, when such use has been acquired by the beneficial application of water under the laws of the state;
- Beneficial use shall be the basis, the measure and limit of the right to use water at all times;
- Water always being the property of the state, rights to its use shall attach to the land for irrigation, or to such other purposes or object for which acquired in accordance with the beneficial use made; and
- Preferred water uses shall have preference rights in the following order:
  - 1) Water for drinking purposes for both man and beast;
  - 2) Water for municipal purposes;
  - 3) Water for the use of steam engines and for general railway use, water for culinary, laundry, bathing, refrigerating (including the manufacture of ice), for steam and hot water heating plants, and steam power plants; and
  - 4) Industrial purposes.

Natrona County supports additional water storage facilities on federal and state lands in the county that assure future growth protection of Wyoming's water rights pursuant to the Colorado River Compact.

All water rights desired by the federal government must be obtained through the state water appropriations system.

Management and resource-use decisions by federal land management and regulatory agencies concerning the vegetative resources within the county should reflect serious consideration of the proper optimization of the yield of water within watersheds of the county.

Proper management of federal and state land watersheds that supply the majority of the agricultural, domestic, and industrial water use in this water-short area is critical.

An adequate supply of clean water is essential to the health of county residents and the continued growth of its economy.

Agencies must analyze the effect of decisions on water quality, yields, and timing of those yields. Any action or lack of action, or permitted use that results in a significant or long-term decrease in water quality or quantity will be opposed.

Agency actions must analyze impacts on facilities such as dams, reservoirs, delivery systems, monitoring facilities, etc., located on or downstream from land covered by any water related proposal.

Movement toward nationalization of federal control of Wyoming's water resources or rights will be opposed.

Privately held water rights should be protected from federal and/or state encroachment and/or coerced acquisition.

The quality and quantity of water shall not be reduced below current levels.

Natrona County will support projects that improve water quality and increases quantity and dependability of water supply.

### **Wind Energy**

Natrona County encourages development of wind energy in acceptable areas, consistent with the National Energy policy of 2001 and the Energy Policy Act of 2005.

## **7.14 SPECIAL DESIGNATIONS**

### **General**

Natrona County will only support special designations of federal or state lands where there is substantial local input and support, and the designation is documented by sound, scientifically based research to support their need.

Natrona County supports special land designations that coincide (rather than conflict) with multiple use concepts, and the custom and culture of Natrona County.

### **Areas of Critical Environmental Concern (ACEC)**

It is Natrona County's policy that ACECs must meet relevance and importance criteria and must require special management to protect the area and prevent irreparable damage to resources or natural systems.

The county's support for designation of an Area of Critical Environmental Concern within federal land management plans will be held until:

- It is clearly demonstrated that the proposed area satisfies all the definitional requirements of the Federal Land Policy and Management Act of 1976;

- It is clearly demonstrated that the area proposed for designation as an ACEC is limited in geographic size and that the proposed management prescriptions are limited in scope to the minimum necessary to specifically protect and prevent irreparable damage to the relevant and important values identified, or limited in geographic size and management prescriptions to the minimum required to specifically protect human life or safety from natural hazards;
- It is clearly demonstrated that the proposed area is limited only to areas that are already developed or used or to areas where no development is required;
- It is clearly demonstrated that the proposed area contains relevant and important historic, cultural or scenic values, fish or wildlife resources, or natural processes which are unique or substantially significant on a regional basis, or contain natural hazards which significantly threaten human life or safety;
- The federal agency has fully analyzed regional values, resources, processes, or hazards for irreparable damage and its potential causes resulting from potential actions which are consistent with the multiple-use, sustained yield principles, and the analysis describes the rationale for any special management attention required to protect, or prevent irreparable damage to the values, resources, processes or hazards;
- It is clearly demonstrated that the proposed designation is consistent with the plans and policies of the county where the proposed designation is located.

It is clearly demonstrated that the proposed ACEC designation will not be applied redundantly over existing protections provided by other state and federal laws for federal lands or resources on federal lands, and that the federal statutory requirements for special management addition to those specified by the other state and federal laws. The difference between special management attentions required for an ACEC and nominal multiple-use management has been identified and justified, and that any determination of irreparable damage has been analyzed and justified for short-and-long term horizons.

### **Critical habitat**

Preparation of an environmental impact statement is necessary to consider impacts of proposed critical habitat designations, including a detailed analysis of local economic and social impacts of such designations on the local community.

Where analysis indicates economic impacts or socio-economic impacts will be substantial, these areas shall be excluded from critical habitat designations.

### **Historic Trails**

With the exception of a proposed pipeline adjacent to existing pipelines, federal and state land management agencies shall provide for a quarter-mile protective buffer for sections of designated historic trails on public lands in the county in which no new disturbance would be allowed except where existing improved roads and pipelines

currently cross the trail, and no construction activities would be allowed unless screened from the trail topography.

### **Special status species**

There shall be no introduction or reintroduction of threatened or endangered species into the county unless the county is involved in the effort as a cooperating agency and the county is satisfied with the analysis and mitigation measures.

Federal land planning efforts shall differentiate between special statuses species and those finally listed pursuant to the Endangered Species Act because special status species do not require the same level of protection.

Once population goals set out in recovery plans have been reached, species shall be delisted.

Natrona County supports alternates to listing under the ESA, including conservation plans, initiatives or agreements to address threats to species and their habitats.

Decisions to list any species shall be based on quantifiable monitoring data that proves the threat to the species supports listing.

### **Wild & Scenic**

No waterways in Natrona County are suitable for designation pursuant to the Wild and Scenic Rivers Act and Natrona County opposes any such designations in the county.

### **Wilderness**

The legal requirements and qualifications of the Wilderness Act of 1964 and the Wyoming Wilderness Act of 1984 shall be upheld, including those providing for the continuation of existing uses and the regulation of existing uses only so as to prevent necessary or undue degradation of the environment.

No additional federal lands in Natrona County are suitable for wilderness designation other than the existing wilderness study areas in the county. Natrona County opposes any such further designations.

Natrona County supports the expeditious resolution of pending congressional wilderness designation proposals for BLM Wilderness Study Areas in the county and supports the release of Wilderness Study Areas not recommended for wilderness designation from non-impairment management.

There shall be no protective perimeters or buffer zones around wilderness areas. The fact that non-wilderness activities or uses can be seen or heard from within any wilderness area should not, of itself, preclude such activities or uses up to the boundary of the wilderness area.

## 7.15 STATUTORY FRAMEWORK

### **General authority**

The Natrona County, Federal, and State Land Use Policy is adopted pursuant to the county's authority under state law and recognition of its role in federal land use planning under federal law. Wyoming law (including Titles 18 & 24) confers broad authority on the counties to provide governmental services, to regulate land uses, and to control the construction of buildings and facilities on unincorporated land within the county. Wyoming counties are also authorized to provide important local government services.

### **BLM**

The Federal Land Policy Management Act (FLPMA) was passed by Congress in 1976 and applies to lands administered by the US Secretary of interior through the Bureau of Land Management. This federal law commands that public lands be managed under the principles of multiple use and sustained yield.

These are some of the specific planning provisions of FLPMA:

Sec. 202 [43 U.S.C. 1712]

“(a) The Secretary shall, with public involvement and consistent with the terms and conditions of this Act, develop, maintain, and, when appropriate, revise land use plans which provide by tracts or areas for the use of the public lands. Land use plans shall be developed for the public lands regardless of whether such lands previously have been classified, withdrawn, set aside, or otherwise designated for one or more uses.

(b) In the development and revision of land use plans, the Secretary of Agriculture shall coordinate land use plans for lands in the National Forest System with the land use planning and management programs of and for Indian tribes by, among other things, considering the policies of approval tribal land resource management programs.

(c) In the development and revisions of land use plans, the Secretary shall:

- Use and observe the principles of multiple use and sustained yield set forth in this and other applicable law;
- Use a systematic interdisciplinary approach to achieve integrated consideration of physical, biological, economic, and other sciences;
- Give priority to the designation and protection of areas of critical environmental concern;
- Rely, to the extent it is available, on the inventory of the public lands, their resources, and other values;
- Consider present and potential uses of the public lands;
- Consider the relative scarcity of the values involved and the availability of alternative means (including recycling) and sites for realization of those values;

- Weigh long-term benefits to the public against short-term benefits;
- Provide for compliance with applicable pollution control laws, including State and Federal air, water, noise, or other pollution standards or implementation plans; and
- To the extent consistent with the laws governing the administration of the public lands, coordinate the land use inventory, planning, and management activities of or for such lands with the land use planning and management programs of other federal departments and agencies and of the State and local governments within which the lands are located, including, but not limited to, the statewide outdoor recreation plans developed under the Act of September 3, 1964 (78 Stat.897), as amended [16 U.S.C. 4601-4 et seq. note], and of or for Indian tribes by, among other things, considering the policies of approved State and tribal land resource management programs. In implementing this directive, the Secretary shall, to the extent he finds practical, keep apprised of State, local, and tribal land use plans; assure that consideration is given to those State, local, and tribal plans that are germane in the development of land use plans for public lands; assist in resolving, to the extent practical, inconsistencies between Federal and non-Federal Government plans, and shall provide for meaningful public involvement of State and local government official, both elected and appointed, in the development of land use programs, land use regulations, and land use decisions for public lands, including early public notice of proposed decisions which may have a significant impact on non-Federal lands. Such officials in each State are authorized to furnish advice to the Secretary with respect to the development and revisions of land use plans, land use guidelines, land use rules, and land use regulations for the public lands within such State and with respect to such other land use matters as may be referred to them by him. Land use plans of the Secretary under this section shall be consistent with State and local plans to the maximum extent he finds consistent with Federal Law and the purposes of this Act.”

The law defined the term “multiple use” to mean “the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of the American people; making the most judicious use of the land for some or all of these resources or related services over areas large enough to provide sufficient latitude for periodic adjustments in use to conform to changing needs and conditions; the use of some land for less than all of ‘the resources’; a combination of balanced and diverse resources uses that takes into account the long-term needs of future generations for renewable and unrenowable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of the resources and not necessarily to the combination of uses that will give the greatest economic return or the greatest unit output.”

The BLM's regulations for instituting the law are found in the Code of Federal Regulations. 43CFR1610.3-2 relates to BLM's resource management planning.

"(a) Guidance and resource management plans and amendments to management framework plans shall be consistent with officially approved or adopted resource related plans, and the policies and programs contained therein, of other Federal agencies, State and local government and Indian tribes, so long as the guidance and resource management plans are also consistent with the purposes, policies and programs of Federal laws and regulations applicable to public lands, including Federal and State pollution control laws as implemented by applicable Federal and State air, water, noise, and other pollution standards or implementation plans.

(b) In the absence of officially approved or adopted resource-related plans of other Federal agencies, State and local governments and Indian tribes, guidance and resource management plans shall, to the maximum extent practical, be consistent with officially approved and adopted resource related policies and programs of other Federal agencies, State and local governments and Indian tribes. Such consistency will be accomplished so long as the guidance and resource management plans are consistent with policies, programs, and provisions of federal laws and regulations applicable to public lands, including, but not limited to, Federal and State pollution control laws as implemented by applicable Federal and State air, water, noise, and other pollution standards or implementation plans.

(c) State Directors and District and Area Managers shall, to the extent practicable, keep apprised of State and local governmental and Indian tribal policies, plans, and programs, but they shall not be accountable for ensuring consistency if they have not been notified, in writing, by State and local governments or Indian tribes of an apparent inconsistency.

(d) Where State and local government policies, plans, and programs differ, those of the higher authority will normally be followed.

(e) Prior to the approval of a proposed resource management plan, or amendment to a management framework plan or resource management plan, the State Director shall submit to the Governor of the State(s) involved, the proposed plan or amendment and shall identify any known inconsistencies with State or local plans, policies or programs. The Governor(s) shall have 60 days in which to identify inconsistencies and provide recommendations in writing to the State Director. If the Governor(s) does not respond within the 60 day period, the plan or amendment shall be presumed to be consistent. If the written recommendation(s) of the Governor(s) recommend changes in the proposed plan or amendment which were not raised during the public participation on that plan or amendment, the State Director shall provide the public with an opportunity to comment on the recommendation(s). If the State Director does not accept the recommendations of the Governor(s), the State Director shall notify the Governor(s) and the Governor(s) shall have 30 days in which to submit a written appeal to the Director of

the Bureau of Land Management. The Director shall accept the recommendations of the Governor(s) if he/she determines that they provide for a reasonable balance between the national interest and the State's interest. The Director shall communicate to the governor(s) in writing and publish in the Federal register the reasons for his/her determination to accept or reject such governor(s) recommendations."

### **US Forest Service**

The National Forest Management Act of 1976, [16 U.S.C. 1600 et seq.] ("NFMA") requires the USDA Forest Service to develop management plans that "provide for multiple use and sustained yield of the product and services obtained therefrom in accordance with the Multiple-Use, Sustained-Yield Act of 1960, and in particular, include coordination of outdoor recreation, range, timber, watershed, wildlife and fish, and wilderness."

NFMA requires the Forest Service to consult with other interested governmental departments and agencies on certain actions, and calls for public participation in the "development, review, and revision of land management plans."

The National Forest System is in the process of revising its regulations regarding planning processes. What role local governments may have in planning remains unclear.

The federal regulations for implementing the NFMA are found at 36 CFR Part 219. The proposed revisions to the regulations were published August 23, 2007 and do not include the following pertinent provisions concerning collaboration:

"The responsible official must use a collaborative and participatory approach to land management planning, in accordance with this subpart and consistent with applicable laws, regulations, and policies, by engaging the skills and interests of appropriate combinations of Forest Service Staff, consultants, contractors, other Federal agencies, federally organized Indian tribes, State or local governments, or other interested or affected communities, groups, or persons."

"The responsible official must provide opportunities for the coordination of Forest Service planning efforts undertaken in accordance with this subpart with those of other resource management agencies. The responsible official also must meet with and provide early opportunities for other government agencies to be involved, collaborate, and participate in planning for National Forest Systems lands. The responsible official should seek assistance, where appropriate, from other State and local governments, Federal agencies, and scientific and academic institutions to help address management issues or opportunities."

### **Other Laws**

There are a myriad of other federal laws that call for cooperation between governments on specific actions from protection of cultural and historic resources, to implementing

the Clean Water Act and Clean Air Act, and consultations on determinations of critical habitats for endangered species. Administration of the National Trail System is to occur in consultation with various governments.

In addition, the National Environmental Policy Act [42 U.S.C. §4331, 40 C.F.R. §1506.6] (“NEPA”) established federal policy to promote public input into federal decision-making. This is the law that established the environmental impact statement process for major federal actions. Local governments like county commissions can be names cooperating agencies in preparation of federal environmental documents. NEPA provides that each federal agency shall:

- Include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement by the responsible official on:
  - The environmental impact of the proposed action,
  - Any adverse environmental effects which cannot be avoided should the proposal be implemented,
  - Alternatives to proposed action,
  - The relationship between local short-term uses of man’s environment and the maintenance and enhancement of long-term productivity, and
  - Any irreversible and irretrievable commitments of resources which would be involved in the proposed action should be implemented.

NEPA established the Environmental Quality Council, which issued regulations for implementing provisions of the law. Some of these provisions require the identification of “possible conflicts between the proposed action and the objectives of Federal, regional, State, and local (and in the case of reservation, Indian tribe) land use plans, policies, and controls for the area concerned.” [40 C.F.R. §1502.16]

The Wyoming Constitution and state laws also address certain matters pertinent to this planning process. The Constitution declares, “Water being essential to industrial prosperity, of limited amount, and easy of diversion from its natural channels, its control must be in the state, which, in providing for its use, shall equally guard all the various interests involved.”

The Wyoming Environmental Quality Act [§35-11-101-103] declares the following purpose; “Whereas pollution of the air, water and land of this state will imperil public health and welfare, create public or private instances, be harmful to wildlife, fish and aquatic life, and impair domestic, agricultural, industrial, recreational and other beneficial uses; it is hereby declared to be the policy and purpose of this act to enable the state to prevent, reduce, and eliminate pollution; to preserve, and enhance the air, water, and reclaim the land of Wyoming; to plan development, use, reclamation, preservation and enhancement of the air, land and water resources of the state; to preserve and exercise the primary responsibility and rights of the state of Wyoming; to retain for the state the control over its air, land, and water and to secure cooperation

between agencies of the state, agencies of other state, interstate agencies, and the federal government in carrying out these objectives.”

Wyoming Conservation District statute states: “Agencies of the state, county, or any political subdivision of the state which have jurisdiction over or are charged with the administration of any state, county or other publicly owned lands lying within the boundaries of any district organized hereunder, shall cooperate to the fullest extent with the supervisors of the district to effect the programs and operations undertaken by the supervisors under this act and may lease such lands to a district. The supervisors of the districts shall be given free access to enter and perform work upon the publicly owned lands. The provisions of conservation ordinances have the force and effect of law over all publicly owned lands, and shall be in all respects observed by the agencies administering the lands.”

## APPENDIX A

### DEFINITIONS

City – City of Casper

Commercial Agriculture – Use of a parcel or portion of a parcel for the production of crops, livestock or poultry, for sale, barter, trade or home consumption, including structures or other improvements incidental to such activities conducted on a parcel.

Communicate – The term used in this plan that indicates Natrona County will be part of communication on various issues but will not commit to the responsibility of assuring completion of actions or of financing these actions.

Coordinate – Review all development proposals with local municipalities within their growth management areas to ensure that the development proposal does not conflict with their municipal growth plans.

county – A general term referring to those portions outside of municipal boundaries.

Custom and Culture – A term used to represent a summary of the local economy and values of the local people while communicating on planning issues with the federal land managers, used to represent the values of the Natrona County.

Development – The general term “development” is intended to represent improvement of the land for residential, commercial, industrial, or other similar uses.

Development Permit – A permit required in order to change the use of land within the county, such as a zoning certificate, building permit, subdivision permit, or mining permit.

Fiscal Impact Analysis – A methodology or technique which would analyze the cost of providing public services and evaluate the financial costs and benefits of development proposals.

Focus Area – Areas of the county identified by the Board of County Commissioners that are expected to experience significant changes in use.

Growth – A process of adding population and/or public infrastructure and public and private buildings to the existing environment.

Growth Management – A process of the county planning for and providing guidelines for growth.

Growth Management Area –It is projected to include the lands which should be needed for foreseeable growth of the municipalities, and provide for efficiency of infrastructure, water, sewer and streets.

High Density Development – For use in determining densities of permitted residential development, high density shall be based on 1 unit on less than 5 acres.

Improvement and Service District – A district formed by property owners for construction and maintenance of new subdivisions, and construction of roads, utilities and maintenance within existing subdivisions. ISDs approve assessments by a vote of the owners and the county collects assessments via property tax and returns them to the district. This can be a vast improvement over homeowners’ associations, which did not have county backing in collections of assessments.

Infill – Development within an area of existing roadways and utilities, which does not extend the public infrastructure beyond existing limits.

Low Density Development – For use in determining densities of permitted residential development, low density shall be based on a maximum of 1 unit per 5 acres.

Minerals/Oil and Gas/Non Mineral Extraction – Oil and gas are included within the definition of minerals for purposes of this plan, along with exploration, development and production of uranium, gold, and other minerals. Gravel, not defined as a mineral by the state or county, is addressed under non-mineral mining policies. Gravel is a mineral under federal definition.

Multiple Uses – A policy allowing recreational, mining, development of resources, and agricultural uses on public lands.

Municipalities – All cities and towns.

Natrona County Conservation District (NCCD) – The District provides natural resource conservation learning and promotes successful practical application of conservation practices such as water quality, watershed planning, and efficient irrigation practices.

Neighborhood – An area of land within the Growth Management Area where land use projections, existing land use, current zoning, transportation, Development Plan recommendations and goals are applied.

Open Space – Undeveloped lands within the county which provides an opportunity for continued natural and scenic value.

Planning Commission – The Planning and Zoning Commission of Natrona County.

RAM – The Ranching, Agricultural, and Mining zoning district; provides for areas used for commercial ranching, agriculture and mineral extraction. This also includes other commercial resource activities including oil and gas production, forest and wildlife management, ranch recreation, hunting camps and other rural activities.

Rural Area – The area within the County, outside the Urban Area, where land use changes are expected to be the least and where agricultural and mineral development uses are encouraged.

Towns – Evansville, Mills, Bar Nunn, Midwest and Edgerton.

Urban Area – Area within one mile of a municipality where growth shall be compact, and grow from the edges of municipalities outwards rather than in the county toward existing municipal boundaries.

Zoning Resolution – The adopted Zoning Resolution of Natrona County and its amendments.