



# **NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA**

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner

Tuesday, August 21, 2018 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 COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**

**\*The agenda is subject to amendment\***



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner

**CONSENT AGENDA**

Tuesday, August 21, 2018 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

- I. APPROVAL OF AUGUST 7, 2018 MEETING MINUTES**
- II. APPROVAL OF BILLS - \$796,611.17**
- III. CONTRACTS, AGREEMENTS, RESOLUTIONS**  
A. Wyoming Public Lands Initiative (WPLI) Discussion & Approval of Package A& B only
- IV. STATEMENT OF EARNINGS TOTALING \$53,610.20**
- |                |             |
|----------------|-------------|
| Clerk of Court | \$10,316.25 |
| Planning       | \$15,093.90 |
| R&B            | \$37.75     |
| Lake           | \$22,040.50 |
| Mountain       | \$6,121.80  |
- V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES  
TOTALING \$1,574.28:** (2018) BENNETT, FRANK ALBERT \$218.67; KIRKPATRICK, LYLIA \$218.67;  
BRYANT, TIFFANY \$211.09; NEW VISTA INC \$356.00; SEMINO, STEVEN M TRUSTEES \$358.76;2017  
BRYANT, TIFFANY \$211.09
- VI. LICENSE**
- A. Transportation Partners & Logistics-Approach will Provide an Entrance to a Storage Yard for Wind Turbine Blades-CR 119/Six Mile-lic. #29-18-15
- B. Lorraine Osman-Approach-CR #202/Zero Road -lic. # 29-18-16
- C. City of Casper-Install a 12 inch PVC Waterline to provide a much needed water loop connecting the Wolf Creek Area to the Southwest Booster Station located in Coates Road -CR 502, CR 503 & Swingle Acres-lic.

**\*The agenda is subject to amendment\***

**BOARD OF COUNTY COMMISSIONERS**  
**MINUTES OF PROCEEDINGS**  
**August 7, 2018**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Lawson. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner Paul Bertoglio, County Attorney Eric Nelson, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines. Commissioner Chadwick was at a NACo Conference.

**Consent Agenda:**

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Hendry seconded the motion. Motion carried.

**Public Comments:**

Chairman Lawson opened the floor to Public Comments.

Dave North (Casper) and Charlee Barto (Casper)

Hearing no further comments the floor was closed.

**Commissioner Comments:**

Chairman Lawson opened the floor to Commissioner Comments. Hearing comments the floor was closed.

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 5:55 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

\_\_\_\_\_  
John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

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

12-24 CLUB	6,130.66	CRUM ELECTRIC SUPPLY	2,782.70
AAA LANDSCAPING	68.50	DAVIS, DON A	1,500.00
ABC LEGAL SERVICES	425.00	DECKER AUTO GLASS	333.82
AFLAC	4527.11	DEFENSIVE EDGE TRAINING & CONSULTING	450.00
AIRGAS USA	927.34	DELUXE	60.71
ALCOHOL & DRUG TESTING	10,247.20	DEWITT WATER SYSTEMS & SERVICE	270.50
ALL AREA PROCESS SERVICE	150.00	DIAMOND VOGEL PAINT CENTER-CASPER	160.95
ALL OUT FIRE	156.00	DISTAD, ERIC A	2,850.00
ALSCO	151.69	VIKING CRANE	80.00
AMAZON CAPITAL SERVICES	497.89	DOOLEY OIL	16.00
AMBI MAIL & MARKETING	8,998.89	DRELL, DAVID A. P.C.	450.00
ANIXTER	55.25	DRIVEN POWERSPORTS	241.89
ATLAS OFFICE PRODUCTS	1,812.82	DRUG TESTING SVCS NC	70.00
AXIS FORENSIC TOXICOLOGY	1,095.00	EAGLE UNIFORM & SUPPLY	274.04
B & B RUBBER STAMP SHOP	209.60	EATON SALES & SERVICE	64.50
BARTEN, REBECCA	37.94	ELECTION SYSTEMS & SOFTWARE	377.80
BENNETT, THOMAS L MD	5,429.19	EMBLEM ENTERPRISES	301.08
BIG D OIL	1,021.18	ENERGY LABORATORIES	168.00
BLACK HILLS ENERGY	2,503.07	FERGUSON ENT INC #109	150.01
BLAKE, MICHELLE	1,059.93	FIRST INTERSTATE BANK	8,344.99
BROWN, JACQUELINE K	5,379.85	FLEETPRIDE	6.12
BUCKINGHAM LUMBER	662.00	FOOD SERVICES OF AMERICA	3,710.09
BURBACK'S REFRIGERATION & APPLIANCE REPAIR	706.63	FREMONT MOTOR CASPER	340.08
CALL2TEST	131.48	GALLS	323.20
CAPITAL BUSINESS SYSTEMS	4,755.95	GCR TIRES & SERVICE	72.23
CASPER CONTRACTOR'S SUPPLY	116.94	GEOTEC INDUSTRIAL SUPPLY	6,783.86
CNCH	1,440.00	GRAINGER	132.60
CST	443.12	GREEN DIRT MINING & HAULING	20,500.00
CASPER TIRE	1,934.99	GREENUP, JENNIFER LYNN	5,000.00
CASTEEL II, ROBERT S	5,334.65	HARDEN, CHAD E	5,300.00
CENTRAL WY FAIR & RODEO	58,370.83	HARDIN COUNTY	31.50
CENTURYLINK BUSINESS SERVICES	1,261.37	HEALTHSMART BENEFIT SOLUTIONS	784
CENTURYLINK/SEATTLE	2,549.00	HIGH PLAINS POWER	3,373.78
CHARTER COMMUNICATIONS	1,257.98	HOMAX OIL SALES	2,288.36
CITY OF CASPER	26,652.07	HP	39,422.60
CLERK OF DISTRICT COURT	7,646.82	ICMA RETIREMENT TRUST -457	1230
COASTAL CHEMICAL	1,997.85	INLAND TRUCK PARTS & SERVICE	34.13
COCA-COLA BOTTLING	173.60	INTERSTATE ALL BATTERY CENTER	93.80
COLONIAL LIFE & ACCIDENT INS COMMUNICATION TECHNOLOGIES	1,660.10	KIESTER, JILL	783.33
COMMUNITY EDUCATION CENTERS	1,190.00	KIMBALL MIDWEST	326.12
COTTON, SCOTT	1,000.00	KNIGHT PC	8,810.00
COTTON, TIMOTHY C P.C.	6,933.54	LIFETIME HEALTH & FITNESS	1187.3
COWBOY AUTO SPA	17.86	LITHIA AUTO STORES	98.53
COWBOY CHEMICAL	2,607.20	LOU'S GLOVES	436.00

MAGNET FORENSICS USA	2,050.00	SUTHERLANDS	647.59
MATTHEW BENDER	447.77	SYN-TECH SYSTEMS	1,100.00
MCCARTHY, DAVID PC	616.89	THOMSON REUTERS	759.72
MCMURRY READY MIX	4,488.96	THOS Y PICKETT	5,500.00
MERBACK AWARD	390.00	TLC CLEANING	23,500.00
MFCP	13.75	TOWN OF MILLS/UTILITY SVC	337.91
MICTA	200.00	TRI-STATE TRUCK & EQUIPT	20.27
MIDWEST HOSE & SPECIALTY	65.75	TRUE NORTH STEEL	5,921.35
MTN STATES LITHOGRAPHING	395.88	TWO WAY RADIO SERVICE	370.00
NAPA AUTO PARTS	1,607.89	USPS	496.00
NC TREASURER	561.00	UNITED WAY OF NC	117.02
NEWMAN SIGNS	17.14	URGENT CARE OF CASPER	150.00
NORCO	1,619.00	VALIC	75
ORACLE AMERICA	3,809.35	VERIZON WIRELESS	6,416.23
ORCHARD TRUST	9407.3	VOYA FINANCIAL EMPLOYEE	
ORKIN	94.00	BENEFITS	667.98
POST AND ASSOCIATES	400.00	WACO	125.00
POWDER RIVER ARMORY	10,015.00	WAGNER'S OUTDOOR	37.56
POWDER RIVER SHREDDERS	387.00	OUTFITTERS	
PROCESS SERVICE OF WY	3,825.00	WASHINGTON NATIONAL INS	2925.2
PROFORCE LAW ENFORCEMENT	2,929.95	WASTE CONNECTIONS OF WY	10,424.88
RICOH USA	986.36	WEAR PARTS	201.67
ROCKMOUNT RESEARCH &	484.27	WESTERN WY LOCK & SAFE	40.80
ALLOYS		MAO PHARMACY	15,983.38
ROCKY MOUNTAIN POWER	47,026.94	WHITE'S MOUNTAIN MOTORS	15.75
RT COMMUNICATIONS	39.62	WILLOUGHBY, PHILLIP T.	9,750.00
RUSSELL INDUSTRIES	4,653.36	WIMACTEL	140.00
SAFARILAND	264.80	WOOD, CINDI ATTN Y AT LAW	5,440.21
SAFETY- KLEEN SYSTEMS	361.80	WLC	36.25
SAM'S CLUB/SYNCHRONY BANK	346.92	WY DEPT OF WORKFORCE	
SCOTT, MICHAEL	108.78	SERVICES	41172.46
SHAMROCK FOODS	17,147.51	WY RETIREMENT SYSTEM	219316.68
SINCLAIR FLEET TRACK	1,885.01	WYCSA	180.00
SIX ROBBLEES	52.62	WY ORAL & MAXIOFACIAL	2,600.00
SOURCE OFFICE & TECHNOLOGY	2,961.80	SURGERY	
SPILLMAN TECHNOLOGIES	20,355.74	WY STEEL RECYCLING IRON &	1,440.00
STOTZ EQUIPMENT	803.34		796,611.17

## RECOMMENDATION A

1. Release Copper Mountain, Whiskey Mountain, Dubois Badlands, Sweetwater Canyon, Lankin Dome, Split Rock, Miller Springs, and Savage Peak WSAs from WSA status.
2. Establish the Fremont/Natrona Public Lands Advisory Committee to coordinate the implementation of these recommendations. The committee will be authorized under Cooperating Agency/Coordination authorities and members will be appointed by the Commissions.

### 3. Copper Mountain

- a. The BLM is directed to study the development of special motorized recreation areas in the south 1/3 of the Copper Mountain area and throughout the Lander Field Office (LFO). The study should be completed in 2 years from enactment and should consider the full range of potential motorized use designations including OHV systems that accommodate both open and limited travel designations, and consider a full range of motorized activities including rock crawling, as well as support facilities for staging, parking, and camping.
- b. Oil and gas leasing is authorized with Controlled Surface Use criteria, except in slopes of 25% or greater.
- c. New underground ROWs are authorized if oil and gas development occurs.
- d. Renewable energy development, communication towers, and overhead transmission lines are prohibited.
- e. Mineral entry is authorized.
- f. If land exchanges occur for access, there will be no loss of public land.
- g. Existing livestock grazing continues according to law with motorized access for repair and maintenance of range projects authorized.

### 4. Whiskey Mountain

- a. The area will be managed in accordance with the latest Cooperative Management Agreement between the Wyoming Game and Fish, BLM, and USFS.

### 5. Sweetwater Rocks Complex

- a. Continue existing livestock grazing according to law with motorized access for repair and maintenance of range projects authorized.
- b. Oil and gas leasing is authorized under No Surface Occupancy criteria.
- c. Locatable minerals are withdrawn, except for development of valid existing rights.
- d. Renewable energy development, communication towers, and overhead transmission lines are prohibited.
- e. Motorized use of existing roads and trails is authorized.
- f. The expansion of the Beef Gap corridor for underground transmission ROWs is authorized.
- g. Explore and pursue access options through land exchanges with no net loss of public land.

### 6. Sweetwater Canyon

- a. Establish a designated wilderness area with the boundary beginning where the bisecting road enters the WSA on the north, then east along the WSA boundary to the centerline of Section 31, then east along that centerline to the WSA boundary, then along that boundary to the center point of Section 32, then east along the centerline of Section 32 and 33 to the WSA boundary, then along that boundary to its intersection with the bisecting road in the south. The bisecting road will be the west boundary.

Boundaries will be drafted to avoid existing roads open to motorized travel (the east road will be cherry-stemmed). Existing grazing will continue according to law and the Congressional Guidelines. There will be no buffers around the wilderness area, and its designation will not affect activities outside the wilderness. It will not affect the development of valid existing rights, nor jurisdiction and management of fish and wildlife.

b. The remainder of the WSA will be managed by the surrounding management constraints-protect historic sites, reduce the hazards from abandon mine lands, maintain and enhance recreational use, closed to geophysical exploration/solid mineral leasing/ mineral material disposal, major ROWs are excluded, minor ROWs avoided. Locatable minerals are withdrawn and closed to oil and gas leasing, except for valid existing rights.

c. Continue existing livestock grazing according to law with motorized access for repair and maintenance of range improvements authorized.

#### **7. Dubois Badlands**

a. Establish the "Dubois Motorized Recreation Area" consisting of the western portion of the current WSA using a existing fence as the east boundary and areas of BLM managed land west of the "dump road" to a fence line to be constructed in coordination with the adjacent landowners. The BLM will develop a travel management plan for the area concurrently with establishment.

b. The rest of the former WSA, including Mason Draw will be non-motorized except for habitat projects and grazing.

c. Continue existing grazing according to law with motorized access for repair and maintenance of range improvements authorized.

d. This portion will be managed by with the following constraints: closed to oil and gas leasing, geophysical exploration, phosphate leasing, mineral disposals, locatable minerals withdrawn, major ROWs excluded, and minor ROWs avoided.

e. Purpose language will be drafted.

#### **8. Lander Slope and Red Canyon ACECs**

a. The BLM is directed to pursue land exchanges of State parcels in the Lander Slope and Red Canyon ACECs for BLM-managed land in other parts of Fremont County with required analysis funding provided by Congress.

## RECOMMENDATION B

1. Release Copper Mountain, Whiskey Mountain, Dubois Badlands, Sweetwater Canyon, Lankin Dome, Split Rock, Miller Springs, and Savage Peak WSAs from WSA status.
2. Establish the Fremont/Natrona Public Lands Advisory Committee to coordinate the implementation of these recommendations. The committee will be authorized under Cooperating Agency/Coordination authorities and members will be appointed by the Commissions.

### 3. Copper Mountain

- a. The BLM is directed to study the development of special motorized recreation areas in the south 1/3 of the Copper Mountain area and throughout the Lander Field Office (LFO). The study should be completed in 2 years from enactment and should consider the full range of potential motorized use designations including OHV systems that accommodate both open and limited travel designations, and consider a full range of motorized activities including rock crawling, as well as support facilities for staging, parking, and camping.
- b. Oil and gas leasing is authorized with Controlled Surface Use criteria, except in slopes of 25% or greater.
- c. New underground ROWs are authorized if oil and gas development occurs.
- d. Renewable energy development, communication towers, and overhead transmission lines are prohibited.
- e. Mineral entry is authorized.
- f. If land exchanges occur for access, there will be no loss of public land.
- g. Existing livestock grazing continues according to law with motorized access for repair and maintenance of range projects authorized.

### 4. Whiskey Mountain

- a. The area will be managed in accordance with the latest Cooperative Management Agreement between the Wyoming Game and Fish, BLM, and USFS.

### 5. Sweetwater Rocks Complex

- a. Lankin Dome, Split Rock, Miller Springs and Savage Peak will be designated a Special Management Area (SMA) with valid existing rights, agricultural uses, natural, historic, scenic resources, and primitive recreation protected. Further, items b-h will be the management criteria for this SMA.
- b. Continue existing livestock grazing according to law with motorized access for repair and maintenance of range projects authorized.
- c. Oil and gas leasing is authorized under No Surface Occupancy criteria.
- d. Locatable minerals are withdrawn, except for development of valid existing rights.
- e. Renewable energy development, communication towers, and overhead transmission lines are prohibited.
- f. Motorized use of existing roads and trails is authorized.
- g. The expansion of the Beef Gap corridor for underground transmission ROWs is authorized.
- h. Explore and pursue access options through land exchanges with no net loss of public land.



## **6. Sweetwater Canyon**

a. Establish a designated wilderness area with the boundary beginning where the bisecting road enters the WSA on the north, then east along the WSA boundary to the centerline of Section 31, then east along that centerline to the WSA boundary, then along that boundary to the center point of Section 32, then east along the centerline of Section 32 and 33 to the WSA boundary, then along that boundary to its intersection with the bisecting road in the south. The bisecting road will be the west boundary. Boundaries will be drafted to avoid existing roads open to motorized travel (the east road will be cherry-stemmed). Existing grazing will continue according to law and the Congressional Guidelines. There will be no buffers around the wilderness area, and its designation will not affect activities outside the wilderness. It will not affect the development of valid existing rights, nor jurisdiction and management of fish and wildlife.

b. The remainder of the WSA will be managed by the surrounding management constraints-protect historic sites, reduce the hazards from abandon mine lands, maintain and enhance recreational use, closed to geophysical exploration/solid mineral leasing/ mineral material disposal, major ROWs are excluded, minor ROWs avoided. Locatable minerals are withdrawn and closed to oil and gas leasing, except for valid existing rights.

c. Continue existing livestock grazing according to law with motorized access for repair and maintenance of range improvements authorized.

d. Establish a designated wilderness area upstream from the bisecting road to the current WSA boundary with motorized use of the bisecting and west roads authorized and boundaries designed to have no effect on a proposed permitted/BLM livestock management fence.

## **7. Dubois Badlands**

a. Establish the "Dubois Motorized Recreation Area" consisting of the western portion of the current WSA using an existing fence as the east boundary and areas of BLM managed land west of the "dump road" to a fence line to be constructed in coordination with the adjacent landowners. The BLM will develop a travel management plan for the area concurrently with establishment.

b. The rest of the former WSA, including Mason Draw will be non-motorized except for habitat projects and grazing.

c. Continue existing grazing according to law with motorized access for repair and maintenance of range improvements authorized.

d. This portion will be managed by with the following constraints: closed to oil and gas leasing, geophysical exploration, phosphate leasing, mineral disposals, locatable minerals withdrawn, major ROWs excluded, and minor ROWs avoided.

e. Purpose language will be drafted.

f. The non-motorized part of the Badlands will be designated a National Conservation Area (NCA).

## **8. Lander Slope and Red Canyon ACECs**

a. The BLM is directed to pursue land exchanges of State parcels in the Lander Slope and Red Canyon ACECs for BLM-managed land in other parts of Fremont County with required analysis funding provided by Congress.

LICENSE

Date 7/13/18 Road CR-119 Six Mile

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Transportation Partners & Logistics

(hereinafter called the "Licensee"), to construct, maintain, use and operate a storage yard for wind turbines (hereinafter called the "Facility"), located in Section 16 Township 34 N, Range 80 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 7/13/2018, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement 8/1/18 (Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion ASAP (County Road & Bridge Superintendent must be notified within five (5) days after construction)

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

COUNTY OF NATRONA By Michael L. Hays Road & Bridge Superintendent

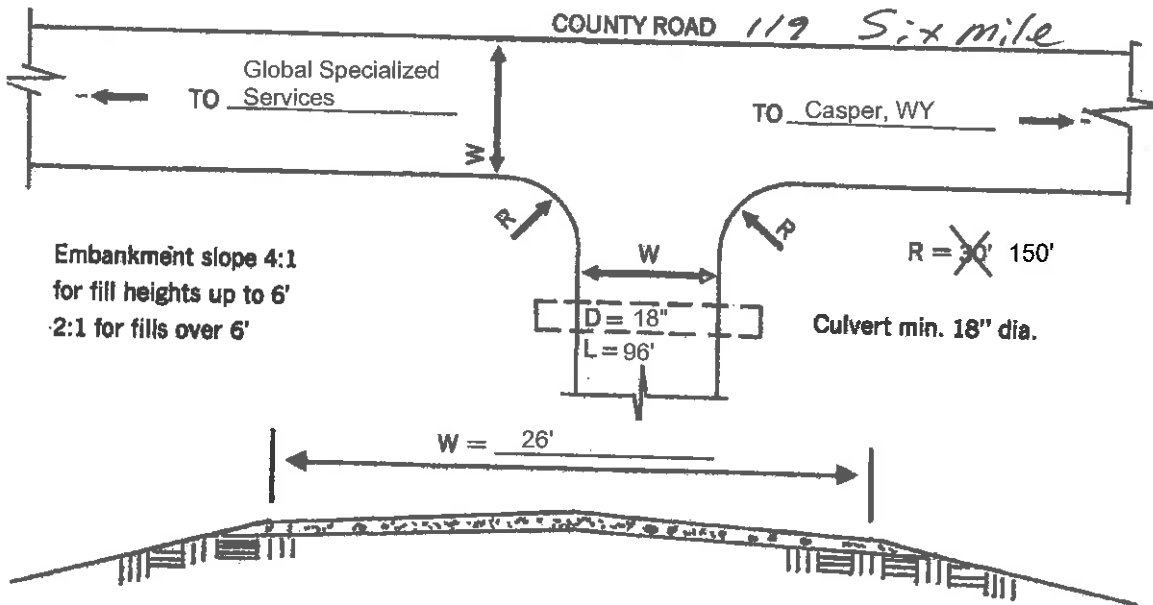
**EXHIBIT 'A'**  
**COUNTY OF NATRONA**  
**APPLICATION FOR AN APPROACH**

No. 29-18-15

**Applicant:** Transportation Partners & Logistics

**Address:** 4747 N 6 Mile Rd, Casper, WY 82604

**Phone:** (307) 337-2672



Furnish the Following information:

- 1) Location: Section 16 Township 34 North, Range 80 West.
- 2) County Road Designation Collector
- 3) Surface of County Road Paved  
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type Sandy
- 5) Sight Distance on County Road: 500'
- 6) Reason for Approach Approach will provide an entrance to a storage yard for wind turbine blades.

7) Requirements:

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

Approved:

Michael H. [Signature] 7/13/18  
 Road and Bridge Superintendent

[Signature] 7/13/18  
 Engineer

# LICENSE

Date 6/18/18 Road CR 2008 Zero Road

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Lorraine Osman 6762 W. Zero Road

(hereinafter called the "Licensee"), to construct, maintain, use and operate Approach (hereinafter called the "Facility"), located in Section 34 Township 34 N, Range 80 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated \_\_\_\_\_, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement June 30th 2018  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion July 30th 2018  
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

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

COUNTY OF NATRONA  
By Michael D. Lange  
Road & Bridge Superintendent  
By \_\_\_\_\_  
County Surveyor  
By \_\_\_\_\_  
Chairman of the Board of County Commissioners.

ATTEST:  
\_\_\_\_\_  
County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:  
\_\_\_\_\_  
Secretary  
Lorraine A. Osman  
President. \*

(the original instrument must be recorded in the County Clerks office by Licensee)

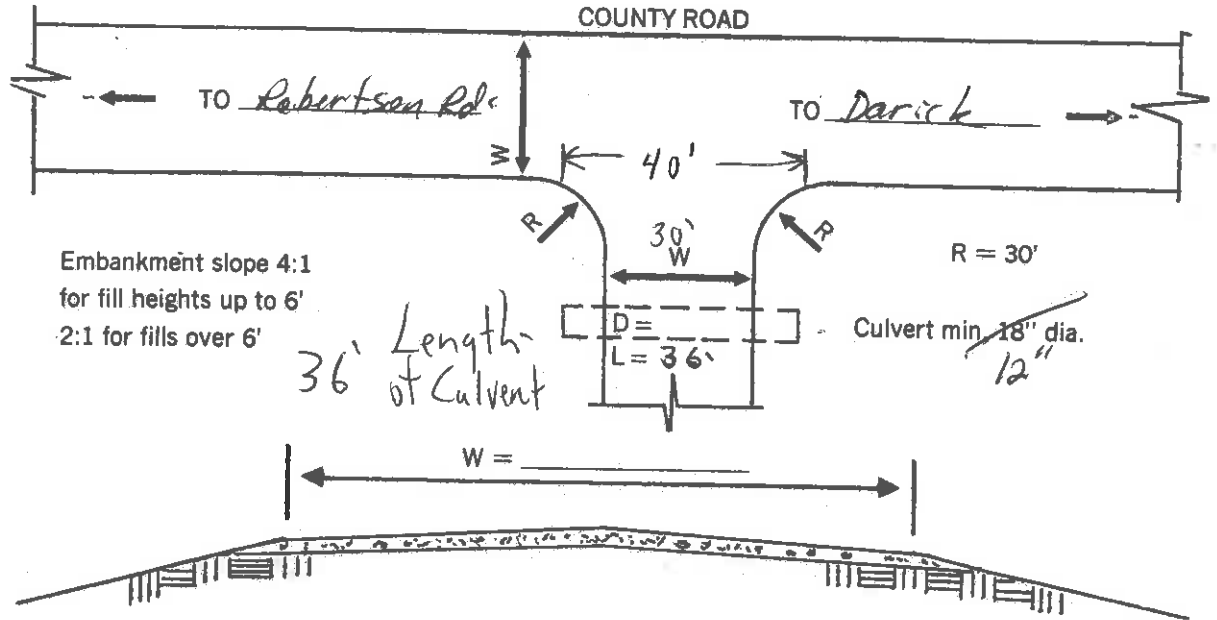
6762

EXHIBIT 'A'

No. 29-18-16

COUNTY OF NATRONA  
APPLICATION FOR AN APPROACH

Applicant: Lorraine Osman  
Address: 6762 W. ZERO ROAD Phone: \_\_\_\_\_



Furnish the Following Information:

- 1) Location: Section 34, Township 34 North, Range 80 West.
- 2) County Road Designation Paved Public
- 3) Surface of County Road Paved  
(Surface of approach must be same as surface of County Road.)
- 4) Soil Type Sandy
- 5) Sight Distance on County Road 300'
- 6) Reason for Approach Serve back of lot

7) Requirements:

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

Approved:

Michael D. Halpern  
Road and Bridge Superintendent

X Lorraine A. Osman 6/18/16  
Applicant or Agent Date

County Engineer \_\_\_\_\_

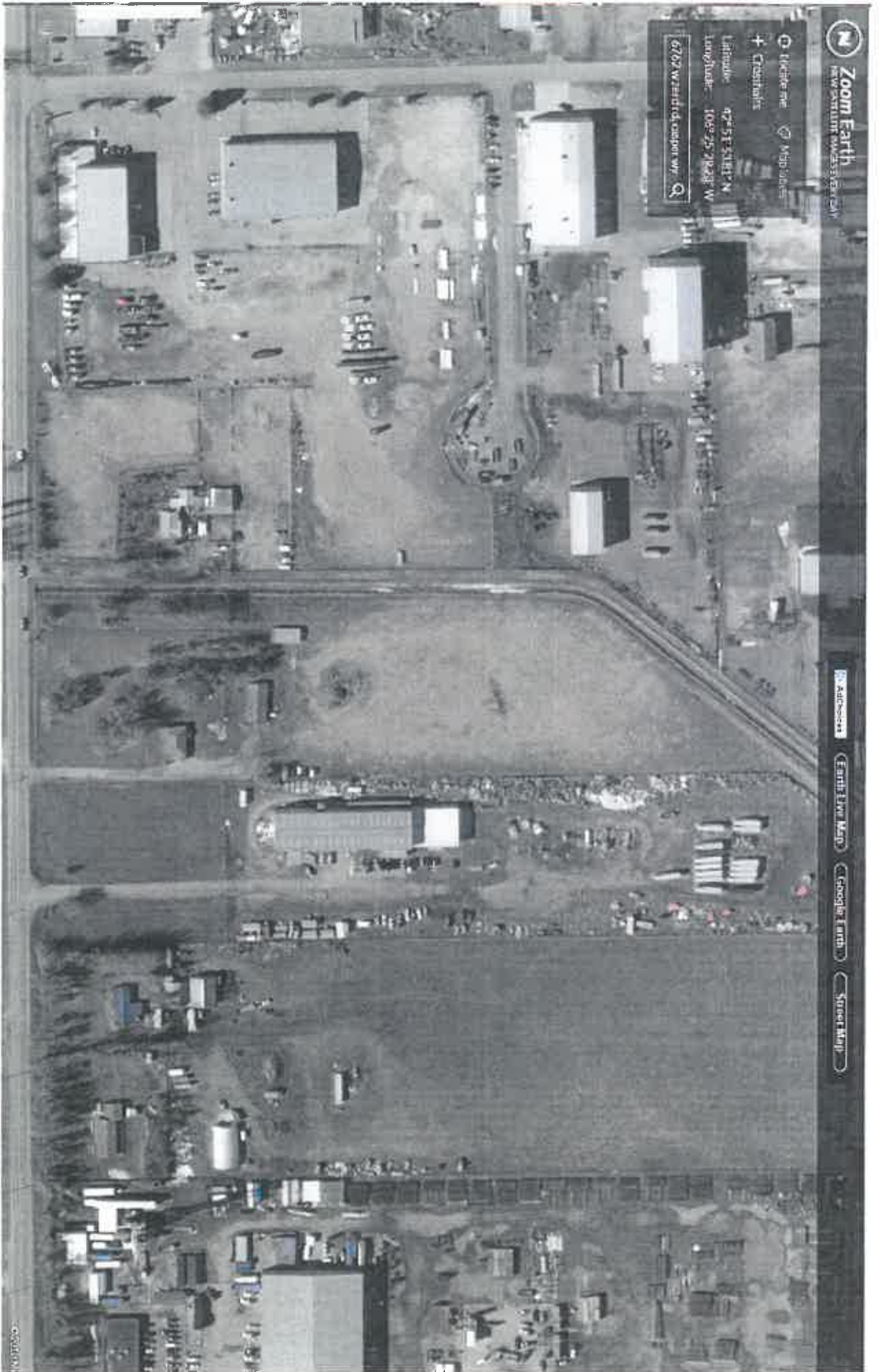
Registered Engineer \_\_\_\_\_ Date  
Wyo. \_\_\_\_\_

County Commissioner \_\_\_\_\_

Approval Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

29-18-16



Stace Millett  
 258-4712

18  
 ↳

Pavement



NATRONA COUNTY, STATE OF WYOMING  
LICENSE

License #: \_\_\_\_\_

Natrona County ("County"), with an address of 200 North Center Street, Casper, Wyoming 82601, grants a license to the City of Casper, Wyoming ("Licensee"), a Wyoming municipal corporation, with an address of 200 N. David Street, Casper Wyoming 82601 to access, construct, install, operate, use, maintain, and repair a 12 inch PVC Water Main ("Facility") on property used by County to operate and maintain County Roads 502, 503 and Swingle Acres Road, in conformance with the specifications shown in attached Exhibit A, dated 3/22/18. **County grants this License upon the terms herein. Licensee shall also comply with all applicable County resolutions.** If Licensee fails to comply with any term or applicable resolution, County may notify Licensee of Licensee's noncompliance and Licensee will have 30 days to cure. However, if Licensee's noncompliance creates a danger to public health, safety, or welfare, County may immediately revoke this License and/or mitigate such danger.

1. **Purpose.** This License is solely for Licensee for Facility identified herein.
2. **County's Rights.** This License does not change County's rights to access, construct, install, operate, maintain, repair, alter, and/or otherwise use the county road. If County changes the county road, Licensee, at its sole expense, shall relocate and/or otherwise alter its Facility as necessitated by the change and as directed by the Road & Bridge Superintendent or his/her designee ("Superintendent").
3. **Commencement Date.** On or after, October 1, 2018, Licensee shall commence construction and installation of Facility. Licensee shall obtain authorization from Superintendent prior to commencing work. If Licensee fails to complete construction and installation of Facility by the Completion Date shown below, plus any written extension to the Completion Date granted by County, County may revoke this License.
4. **Completion Date.** No later than, October 31, 2019, Licensee shall complete all construction and installation of Facility. Licensee shall notify Superintendent that Facility is complete within five days of completing Facility.
5. **Superintendent Directions.** Licensee shall comply with directions from Superintendent regarding this License.
6. **Construction, Installation, Maintenance, Alteration, and Repair.** Licensee shall access, construct, install, maintain, alter, and repair Facility:
  - A. in a professional workmanlike manner to the specifications and satisfaction of Superintendent at Licensee's sole expense; and
  - B. in a manner that does not interfere with the use, operation, maintenance, alteration, or repair of the county road; and
  - C. in a manner that does not endanger the public.
7. **Access, Maintenance, Alteration, and Repairs.** Licensee shall obtain authorization from Superintendent prior to accessing, maintaining, altering, and/or repairing Facility. However, if Facility requires emergency repair, Licensee may commence such emergency repair and shall promptly notify Superintendent of the emergency.
8. **Costs.** Licensee is solely responsible for all costs of accessing, constructing, installing, maintaining, altering, and repairing Facility and all costs for repairing the county road within 180 days of completion of Facility and within 180 days of Licensee completing maintenance, alterations, and/or repairs to Facility. Additionally, Licensee is solely responsible for all costs incurred with Facility Location described below. Additionally, if applicable, Licensee is solely responsible for all costs of removing Facility. When costs are incurred due to private development, to the extent feasible, County will assess costs to the private developer to offset costs to Licensee.
9. **Facility Location.** Licensee shall comply with the Wyoming Underground Facilities Notification Act, Wyo. Stat. §§ 37-12-301, *et seq.* Additionally, Licensee shall provide Facility plans prepared by a licensed land surveyor that include the nature and elevation of the Facility tied both horizontally and vertically by coordinates to a public land survey corner to Superintendent within 30 days of completion of Facility.
10. **Revocation.** In addition to revocation for noncompliance with the terms of this License or an applicable resolution, County may revoke this License upon 90 days written notice to Licensee. If County revokes this License, Licensee shall remove Facility and restore county road to its pre-License condition or better as determined by Superintendent. If Licensee fails to remove Facility and/or restore county road within 270 days of the written notice, County may remove Facility and/or restore county road. Licensee shall pay County's costs for such removal and restoration.
11. **Governmental Immunity.** County and Licensee do not waive and specifically retain all rights and immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, *et seq.*, and all other immunities provided by law. County and Licensee specifically reserve the right to assert all rights, immunities, and defenses they have pursuant to the Wyoming Governmental Claims Act.
12. **No Indemnity.** Licensee does not indemnify County. County does not indemnify Licensee.
13. **Waiver.** If County waives noncompliance of a term of this License, it does not constitute a waiver of any prior or subsequent noncompliance. Failure to object to noncompliance does not constitute a waiver.
14. **Time.** Time is of the essence.
15. **Savings Clause.** If any portion of this License is determined by a court with jurisdiction to be illegal or unenforceable, the remainder of this License shall remain in effect.

ATTEST

NATRONA COUNTY





EXHIBIT 'A'

No. \_\_\_\_\_

COUNTY OF NATRONA

APPLICATION FOR the installation of a 12 in PVC water main within  
County Roads 502, 503 and Swingle Acres Road.

Applicant: The City of Casper

Address: 200 North David Street, Casper, WY 82601

Phone: 307-235-8341

Furnish the Following Information:

- 1) Location: Section 23 & 24 Township 33 North, Range 80 West.
- 2) County Road Designation 502, 503 and Swingle Acres Road
- 3) Surface of County Road CR 502 - ASPHALT, CR 503 - GRAVEL, SWINGLE ACRES - ASPHALT
- 4) Soils Type where applicable Sandy Clay
- 5) Reason for Application To install a 12" PVC waterline to provide a much needed water loop  
connecting the Wolf Creek area to the southwest booster station located in Coates Road.
- 6) Specifications: (Attach 3 copies where applicable)  
See Attached design plans.
- 7) Plan: (Attach 3 copies where applicable)

SKETCH

See Attached design plans.

The new proposed 12" PVC waterline will connect within Coates Road near the intersection of CY Avenue and Coates Road. The gravel surfacing and asphalt approach will be replaced once the connection is made. The waterline will then continue east along CY Avenue, Tavares Road, Bordeaux Road, Brandywine Road, thru private property and then enter Squaw Creek Road approximately 3,542 ft south of CY Avenue. The waterline will then travel north within the west half of the roadway for approximately 990 ft where it will turn east again into private property. The entire west half of Squaw Creek Road will be resurfaced with asphalt within the waterline installation area. After leaving Squaw Creek Road thru private property the waterline will continue east crossing Swingle Acres Road, approximately 1,930 ft south of CY Avenue once again entering private property. The asphalt surfacing within Swingle Acres Road will also be replaced with asphalt. The proposed patches will include a 4" thick W Base section for gravel roads and 4" of asphalt over 8" of W Base for paved sections.

Approved:

Michael D. Hoge 3/22/18  
Road and Bridge Superintendent

County Engineer

[Signature] 4/3/18  
County Commissioner

Approval Date: \_\_\_\_\_

Bradley Holwegner 3/22/18  
Applicant or Agent Date

P.E. 12736 3/22/18  
Wyo. Reg. P.E. Date

[Signature]

Completion Date: 3/22/18