



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

Tuesday, September 1, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
Large Courtroom, 2nd Floor

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARING

A. CUP20-7 Land Reclamation and drainage improvements not associated with a building permit 3946
Douglass Rd. **TABLED**

B. VC20-2 A variance request to reduce the minimum lot size in the urban Agriculture district to 8.96
acres to correct the easement and right-of-way for Enberg Rd.

C. TA20-1 Request to add regulations for Utility Scale Solar Energy system to the 2000 Zoning
Resolution as Chapter 7, Section 21.

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT

Agendas are subject to amendments



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Brook Kaufman, Commissioner
Jim Milne, Commissioner

CONSENT AGENDA

Tuesday, September 1, 2020 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
Large Courtroom, 2nd Floor

- I. APPROVAL OF AUGUST 18, 2020 MEETING MINUTES**
- II. APPROVAL OF BILLS \$477,618.06**
- III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**
 - A. Resolution 40-20 Authorizing Submission of a Coronavirus Relief Grant Application to the State Loan & Investment Board (SLIB) on behalf of the Governing Body for the NCSO Emergency Management (EM) Division
 - B. Resolution 41-20 Authorizing Submission of a Coronavirus Relief Grant Application to the State Loan & Investment Board (SLIB) on behalf of the Governing Body for the County of Natrona
 - C. Amendment to CenturyLink Loyal Advantage Agreement
- IV. STATEMENT OF EARNINGS:** County Clerk \$126,532.59; Clerk of Court \$11,625.68; Mountain \$1,895.00; Lake \$34,744.00; R & B \$50.00; Planning \$35,628.30
- V. LICENSES**
 - A. Bob Davis-Circle Drive-Driveway-lic. #29-20-21
- VI. TAXROLL CORRECTION 2019:** MODULAR SPACE CORPORATION \$-187.25; STRYMON LLC \$-3,348.47; STRYMON LLC \$-13,386.28; STRYMON LLC \$-571.84
TAXROLL CORRECTION 2018: IPPARRAGUIRRE, CARLOS \$-168.31; IPPARRAGUIRRE, CARLOS \$-240.18; IPPARRAGUIRRE, CARLOS \$-207.38; IPPARRAGUIRRE, CARLOS \$-146.95; IPPARRAGUIRRE, CARLOS \$-146.95; IPPARRAGUIRRE, CARLOS \$-173.70; IPPARRAGUIRRE, CARLOS \$-194.62; IPPARRAGUIRRE, CARLOS \$-187.62; IPPARRAGUIRRE, CARLOS \$-176.18; IPPARRAGUIRRE, CARLOS \$-146.88; IPPARRAGUIRRE, CARLOS \$-146.88; IPPARRAGUIRRE, CARLOS \$-159.27; IPPARRAGUIRRE, CARLOS \$-152.27; IPPARRAGUIRRE, CARLOS \$-146.88; IPPARRAGUIRRE, CARLOS \$-146.88; IPPARRAGUIRRE, CARLOS \$-359.93

Agendas are subject to amendments

BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
August 18, 2020

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Rob Hendry. Those in attendance were Commissioner Chairman Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Forrest Chadwick, County Attorney Eric Nelson and Development Assistant Peggy Johnson. County Clerk Tracy Good and Commissioners' Assistant absent due to the Primary Election day8

Consent Agenda:

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

Public Hearings

A. VC20-3

Jason Gutierrez, Development Director reported this is a variance request to reduce the eastern setback from twenty-five (25) feet to twenty-feet (20) to allow for a 2020' 15'x32' park model home.

Chairman Hendry opened the public hearing.

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

Commissioner Kaufman moved for approval of the Conditional Use Permit incorporating staff finding if facts. Commissioner Chadwick seconded the motion. Motion carried.

B. CUP20-6

Jason Gutierrez, Development Director reported this a request by WYDOT/WyoLink to construct a 105-foot tower for public safety communication, supporting police and fire communications for the State. The tower will be located one-mile east of Pathfinder Road.

Chairman Hendry opened the public hearing.

Speaking in favor: Nathan Smolinski, WYDOT (Cheyenne)

Speaking in opposition: none

Hearing no further comments, Chairman Hendry closed the public hearing.

Commissioner Milne moved for approval of the Platte Subdivision incorporating staff finding if facts. Commissioner Kaufman seconded the motion. Motion carried.

C. ZC20-1

Jason Gutierrez, Development Director reported this is a request to change the zoning district classification from Urban Mixed Residential (UMR) to Rural Residential One (RR-1) for 16 lots in Schlager, Dubos and Kuhn Subdivisions.

Chairman Hendry opened the public hearing.

Speaking in favor: Mark Weston (Casper)

Speaking in opposition: none

Hearing no further comments, Chairman Hendry closed the public hearing.

Commissioner Bertoglio moved for approval of the Conditional Use Permit incorporating staff finding if facts. Commissioner Chadwick seconded the motion. Motion carried.

Public Comments:

Chairman Hendry opened the floor to Public Comments.

Hearing comments the floor was closed.

Commissioner Comments:

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 6:08p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

Tracy Good

Newspaper listing for Bills 8/12/2020 through 8/25/2020

91 vendors listed

Total: \$ 477,618.06

| | |
|---|--|
| 12-24 CLUB INC \$2815.33 | HP INC \$799.92 |
| ABC LEGAL SVCS \$85.00 | INDEPENDENT CATTLEMEN OF WY (ICOW) \$75.00 |
| ADVANCE STORES CO INC, DBA ADVANCE AUTO PARTS \$32.10 | INDUSTRIAL DISTRIBUTORS \$329.65 |
| AIRGAS USA \$36.15 | INTERSTATE ALL BATTERY \$29.10 |
| ALCOHOL & DRUG TESTING \$2453.35 | JIVIDEN, KEN \$189.67 |
| ALSCO \$127.74 | JOHNSON CONTROLS. \$2641.55 |
| AMAZON CAPITAL SVCS \$1248.93 | KAUFMAN, JAHNA K \$500.00 |
| AMBI MAIL & MARKETING \$579.65 | LINCARE INC \$177.90 |
| ANIXTER \$124.80 | MTN STATES LITHOGRAPHING \$3072.59 |
| ATLAS OFFICE PROD \$1431.00 | NAPA AUTO PARTS \$644.18 |
| AXIS FORENSIC TOXICOLOGY \$717.00 | NATIONAL TEST SYS \$2193.50 |
| BENNETT, THOMAS L MD \$1800.00 | NC TREASURER \$8011.75 |
| BIG D OIL \$48.00 | NC WEED & PEST \$682.85 |
| BLUE 360 MEDIA \$455.70 | NORCO SEATTLE \$3072.13 |
| CAPITAL BUSINESS SYS INC \$358.75 | ORACLE AMERICA INC \$230.77 |
| CASPER AREA TRANSPORTATION COALITION/THE BUS \$13500.00 | OUTPATIENT RADIOLOGY \$816.90 |
| CASPER MEDICAL IMAGING PC \$302.35 | PETERSEN, ERIK \$280.00 |
| CASPER ORTHOPAEDIC ASSOCIATES \$1556.43 | PLIXER \$2853.00 |
| CENTRAL FAIR AND RODEO \$283061.47 | PROCESS SVC OF WY INC \$2430.00 |
| CENTURYLINK \$2004.45 | RECONNECT \$425.96 |
| CIVICPLUS \$5794.00 | RELIANT TECHNOLOGY \$680.60 |
| COCA-COLA BOTTLING CO \$71.75 | RICOH USA INC \$139.03 |
| COMMUNICATION TECHNOLOGIES INC \$260.00 | RMP \$1379.72 |
| CONCORDANCE HEALTHCARE SOLUTIONS \$1441.38 | RT COMMUNICATIONS INC \$40.52 |
| CONVERGEONE INC \$24401.36 | RUSHING, BRIAN \$20.00 |
| CONVERSE COUNTY SO \$1800.00 | SAFARILAND \$310.56 |
| CORNERSTONE PROGRAMS \$88.85 | SAM'S CLUB/SYNCHRONY BANK \$72.70 |
| COWBOY CHEMICAL \$961.85 | SCHENFISCH, GAIL P \$1920.00 |
| CST \$113.72 | SHAMROCK FOODS CO \$16594.10 |
| DEWITT WATER SYS \$273.90 | SINCLAIR FLEET TRACK \$1029.17 |
| DK HAULING DBA VIKING CRANE \$80.00 | SIX ROBBLEES' INC \$313.30 |
| DRUG TESTING SVCS NC \$86.00 | SOURCE OFFICE & TECHNOLOGY \$273.85 |
| DYNAMIC IMAGING \$16382.00 | SPECTRUM \$229.74 |
| EMERGENCY MEDICAL PHYSICIANS \$56.00 | STAPLES \$308.16 |
| ENTENMANN-ROVIN CO \$423.75 | TECH SOL \$700.00 |
| FERGUSON ENT #109 \$725.71 | TLC CLEANING \$800.00 |
| FIRST INTERSTATE BANK \$8899.47 | TOWN OF MILLS/UTILITY SVC \$353.23 |
| FLEETPRIDE \$57.70 | TRACTOR SUPPLY CREDIT PLAN \$27.97 |
| FREMONT MOTOR CASPER INC \$168.78 | US FOODS \$3103.40 |
| FUGRO USA LAND \$27677.61 | VERIZON \$3135.24 |
| G.A. SLEEP \$120.00 | VITAL RECORDS CONTROL (VRC) \$113.40 |
| GEOTEC INDUSTRIAL SUPPLY \$962.00 | WY ORAL & MAXIOFACIAL SURGERY \$6265.00 |
| GREENUP, JENNIFER L \$5000.00 | WY PLANT CO \$258.84 |
| HENSLEY BATTERY \$118.00 | WYDOT-FINANCIAL SVCS \$187.37 |
| HIGH PLAINS POWER INC \$1203.71 | |

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

Natrona County Sheriff's Office Emergency Management Division

FOR THE PURPOSE OF:

Best following COVID-19 social distancing guidance, while still performing Emergency Management responsibilities of maintaining real time situational awareness of planned and unplanned events, and if needed coordinate emergency services like EMS, Fire, and Law Enforcement into event areas. A solution is needed to monitor these public events that take place in our community from a safe social distance, limiting unnecessary risk to staff and volunteers. Technology can be used to assist with a real time solution using 4 tripod mounted 4G/LTE Camera Systems.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the Natrona County Sheriff's Office Emergency Management Division

desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the Natrona County Sheriff's Office Emergency Management Division recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Natrona County Sheriff's Office Emergency Management Division

that a grant application in the amount of \$ **76,420.00**

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

Natrona County Emergency Management Event Technology Project

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

Stacia Hill, Natrona County Emergency Management Coordinator

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the Natrona County Sheriff's Office Emergency Management Division to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

[Date]

(Date)

day of

[Month] [Year]

(Month)

(Year)

[Signature]

(Signature)

[Name and Title]

(Name and Title)

Attest:

[Signature]

(Signature)

[Name and Title]

(Name and Title)

OFFICE OF STATE LANDS AND INVESTMENTS

Coronavirus Relief Grant Program

Certification Statement

WHEREAS, the Governing Body for the
Natrona County Sheriff's Office Emergency Management Division

Hereby Certifies that the funding being applied for under the WYOMING CORONAVIRUS RELIEF FUND GRANT program meets the requirements set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). It is further certified that the funding being applied for meets the requirements of 2020 Spec. Session 1, SEA No. 001.

The CARES Act provides that payments from the Grant Fund may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

If any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

BE IT FURTHER RESOLVED, that

Stacia Hill, Natrona County Emergency Management Coordinator

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the
Certification Statement
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

day of

(Date)

(Month)

(Year)

(Signature)

(Name and Title)

Attest:

(Signature)

(Name and Title)

State of Wyoming State Loan and Investment Board Coronavirus Relief Grant Program

APPLICANT INFORMATION

Applicant Category Government Entity: X Medical Entity: Tribal Council:

Applicant

Mailing Address

City State Zip

E-Mail Address Phone #

Tax ID #:

Contact Person (Name and Title)

Phone # E-Mail Address

WYOMING CORONAVIRUS RELIEF FUND INFORMATION

CRG Funding Name

Amount of Funding Requested NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

| Other Funding Source Description | Amount | Status* | | Amount Expended | Funding Percentage |
|----------------------------------|------------|---------|----------|-----------------|--------------------|
| | | Pending | Approved | | |
| | | | | | 0.00% |
| | | | | | 0.00% |
| | | | | | 0.00% |
| | | | | | 0.00% |
| Total Other Funding | \$0 | | | \$0 | |

*Documentation to support the status must be attached to the Application Packet.

Estimated Total Funding Request:

Balance of Request Unfunded:
Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Funding Percentage: (Final Funding Percentage is Determined by Board Approved Amount)
% is auto calculated
(Amount Requested/Estimated Project Costs)

**I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.
To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.
I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria.
I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.**

Stacia Hill 8-24-2020
 Signature Date

Stacia Hill, Natrona County Emergency Management Coordinator
 Name and Title (typed)

Applicant: Natrona County Sheriff's Office Emergency Management Division

CRG Request Type Natrona County Emergency Management Event Technology Project

1. Are the funds being applied for to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19?

| Yes | No |
|-----|----|
| X | |

2. Are the funds being applied for used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020?

| Yes | No |
|-----|----|
| X | |

3. Are the funds being applied for used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?

| Yes | No |
|-----|----|
| X | |

4. Will the funds be fully expended (not just encumbered) by December 30, 2020?

| Yes | No |
|-----|----|
| X | |

5. Will there be reporting requirements (in addition to SLIB's) related to the use of the funds, if any? If yes, please explain below.

| Yes | No |
|-----|----|
| | X |

6. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity is eligible for.

FEMA Public Assistance (PA) Grant - 75% / 25% cost sharing grant for Last Resource Funding relating to COVID-19 incurred expenses. The purpose of the Public Assistance (PA) Grant Program is to support communities' recovery from major disasters by providing them with grant assistance for debris removal, life-saving emergency protective measures, and restoring public infrastructure.

7. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has applied for.

No other applications submitted.

8. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has received.

\$35,216 JAG Grant for Emergency Supplemental Funding - The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Jag Grant is to be used for the future purchase of PPE and is not for reimbursement.

Applicant: Natrona County Sheriff's Office Emergency Management Division

CRG Request Type Natrona County Emergency Management Event Technology Project

1. Briefly describe the reason for which you are requesting funding. (Please attach extra pages if needed.)

To best follow COVID-19 social distancing guidance, we need a solution to monitor large public events that take place in our community from a safe social distance. This includes any planned or un-planned events that may occur such as parades, outdoor festivals, VIP visits, and even protests and demonstrations. Regardless of orders and/or guidelines these events are taking place in the community. We need to maintain the abilities to appropriately monitor events. Normally this would include volunteers from organizations like CERT, who many times are made up of those who would be classified as the most at risk. Other cases would include Sheriff's Office staff from Emergency Management or other divisions, and sometimes other response partners in other agencies. Large unplanned, and planned, public gatherings have been happening regularly throughout this health crisis and the assumption can be made they will continue through the year.

In order to perform Emergency Management responsibilities of maintaining real time situational awareness of these events, and if needed coordinate emergency services like EMS, Fire, and Law Enforcement into these areas we need to maintain this critical awareness. Previously we accomplished this using the trained and equipped volunteers and staff referenced earlier. This places the volunteers and staff in close contact with those gathered at these events. This close contact is not appropriate to ask of volunteers, and places staff often times in unnecessary risk. We can overcome this by pairing staff with technology. We can utilize them appropriately distanced away from crowds, to monitor deployable technology that allows us to maintain this needed situational awareness.

2. Describe how the funds being applied for are to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

Awarded funds would be used to purchase 6 portable cell network based camera systems. These systems would be deployable at events and monitored, appropriately social distanced, while ensuring situational awareness is maintained and coordination ability is present.

3. Describe how the funds being applied for were used or are to be used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020 for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

There was not a budget for this allocated as it was not a known issue at that time. Awarded funds would be used to purchase engineered systems from a reputable vendor to deploy in Natrona County. The systems would be managed by Natrona County Emergency Management.

| Expense Detail | Price Each | Qty | Expense Total(s) | Note(S) |
|---|--------------|-----|------------------|--------------------------------|
| Camera Systems from RadiusVision | | | | |
| Battery Powered with solar charger, AXIS Q6125-LE IR PTZ on Tripod, with High Gain 4G/LTE Router, Shipped | \$ 12,165.00 | 6 | \$ 72,990.00 | |
| Spare Battery for System | \$ 995.00 | 2 | \$ 1,990.00 | |
| Verizon 4G/LTE Service through 12.30.20 | | | | |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| Per system, per month Sept-Dec | \$ 60.00 | 4 | \$ 240.00 | <i>Estimated as of 8.12.20</i> |
| | | | \$ 76,420.00 | |

Battery Powered Rapid Deploy PTZ Camera System



Battery powered rapid deploy camera system consisting of:

11,870.00
x 1
11,870.00

- 1 AXIS Q6125-LE PTZ camera with built-in IR light camera, 32x optical zoom
- 1 512GB Industrial grade SD card installed and formatted
- 1 4G/LTE router with high gain antenna
- 1 Pelican case engineered to military (MIL-SPEC) standards
- 1 100 Ah Lithium Iron phosphate battery
- 1 180 watt solar panel with charge controller and related hardware
- 1 AC battery charger
- 1 120V main power supply
- 1 PoE injector
- 1 Industrial grade tripod
- 1 Misc parts
- 1 System design/build/document and tech support

Options:

- Additional 100Ah Lithium Iron phosphate battery to swap out, add \$995
- 2TB SSD storage, add \$1250

Notes:

Client to provide:
Cellular service, static IP address may be required

Packing and shipping via ground

295.00
x 1
295.00

Subtotal 12,165.00
Total USD including tax **\$12,165.00**

FROM
Jeff Sandline
RadiusVision
113 Cherry Street #91851
Seattle, WA 98104-2205
radiusvision.com
PHONE
541.390.5142

FOR
Natrona Sheriff's Office
TO
Mike Cavalier
EMAIL
Mcavalier@natronacounty-
wy.gov
PHONE
307-235-6282

QUOTE NUMBER
5350
DATE
August 19, 2020
VALID UNTIL
September 18, 2020 at
10:37AM

System ships 3-4 weeks from receipt of order

Notes:

Payment Terms: Credit Card or Company Check with Order

Resolution Number **41-20**

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

County of Natrona

FOR THE PURPOSE OF:

On March 12, 2020 Natrona County Emergency Management, with the City of Casper and Casper/Natrona County Public Health agreed to stand up our Emergency Operation Center under a Unified Command. Natrona County Emergency Management, operating under a Delegation of Authority from the City of Casper and the County of Natrona, along with the two other agencies provided response activities to the COVID-19 pandemic protecting the health and safety of the public and reducing spread of the virus. The EOC was fully operational from March 16, 2020 through May 15, 2020.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the County of Natrona

desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the County of Natrona

recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

County of Natrona

that a grant application in the amount of

[Blank box for amount]

(Amount being requested)

be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the

[Blank line for name of funds]

(Name of Funds Requested)

BE IT FURTHER RESOLVED, that

[Blank line for name and title]

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the

County of Natrona

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

[Blank box for date]

(Date)

day of

[Blank box for month and year]

(Month)

(Year)

[Blank box for signature]

(Signature)

[Blank box for name and title]

(Name and Title)

Attest:

[Blank box for signature]

(Signature)

[Blank box for name and title]

(Name and Title)

OFFICE OF STATE LANDS AND INVESTMENTS
Coronavirus Relief Grant Program
Certification Statement

WHEREAS, the Governing Body for the
County of Natrona

Hereby Certifies that the funding being applied for under the WYOMING CORONAVIRUS RELIEF FUND GRANT program meets the requirements set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). It is further certified that the funding being applied for meets the requirements of 2020 Spec. Session 1, SEA No. 001.

The CARES Act provides that payments from the Grant Fund may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

If any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

BE IT FURTHER RESOLVED, that

(Name and Title of Person(s))

are hereby designated as the authorized representatives of the
Certification Statement
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

_____ day of _____

(Date)

(Month)

(Year)

(Signature)

(Name and Title)

Attest:

(Signature)

(Name and Title)

State of Wyoming State Loan and Investment Board Coronavirus Relief Grant Program

APPLICANT INFORMATION

Applicant Category Government Entity: Medical Entity: Tribal Council:

Applicant

Mailing Address

City State Zip

E-Mail Address Phone #

Tax ID #:

Contact Person (Name and Title)

Phone # E-Mail Address

WYOMING CORONAVIRUS RELIEF FUND INFORMATION

CRG Funding Name

Amount of Funding Requested NOTE: This amount must match the amount on the submitted resolution

List all other funding sources for the project in the table below including the status and amount expended, if any.

| Other Funding Source Description | Amount | Status* | | Amount Expended | Funding Percentage |
|----------------------------------|-----------------|---------|----------|-----------------|--------------------|
| | | Pending | Approved | | |
| 16.034 FY20 (BJA-CESF) | \$35,216 | | X | \$0 | #DIV/0! |
| | | | | | #DIV/0! |
| | | | | | #DIV/0! |
| | | | | | #DIV/0! |
| Total Other Funding | \$35,216 | | | \$0 | |

*Documentation to support the status must be attached to the Application Packet.

Estimated Total Funding Request:

Balance of Request Unfunded:
Auto Calculated
(Estimated Project Costs less Amount Expended)

Estimated Funding Percentage: (Final Funding Percentage is Determined by Board Approved Amount)
% is auto calculated
(Amount Requested/Estimated Project Costs)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements, if approved.
To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.
I further certify by signing and submitting this application that all program eligibility criteria have been reviewed and this application reflects the criteria.
I understand that if grant funds spent are later found to be ineligible, the applicant will be requested to pay back the ineligible funds within 15 days to the Office of State Lands and Investments.

Signature _____ Date _____

Name and Title (typed) _____

Applicant: County of Natrona

CRG Request Type Natrona County COVID-19 Response

1. Are the funds being applied for to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19?

| Yes | No |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. Are the funds being applied for used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020?

| Yes | No |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3. Are the funds being applied for used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020?

| Yes | No |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

4. Will the funds be fully expended (not just encumbered) by December 30, 2020?

| Yes | No |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

5. Will there be reporting requirements (in addition to SLIB's) related to the use of the funds, if any? If yes, please explain below.

| Yes | No |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |

There are no additional reporting.

6. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity is eligible for.

FEMA Public Assistance (PA) Grant - 75% / 25% cost sharing grant for Last Resource Funding relating to COVID-19 incurred expenses. The purpose of the Public Assistance (PA) Grant Program is to support communities' recovery from major disasters by providing them with grant assistance for debris removal, life-saving emergency protective measures, and restoring public infrastructure.

7. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has applied for.

No other applications submitted.

8. Please provide a description of the amount of all federal loans, grants or aid provided for COVID-19 related purposes including from the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, or other similarly purposed federal act for which the agency/entity has received.

\$35,216 JAG Grant for Emergency Supplemental Funding - The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Jag Grant is to be used for the future purchase of PPE and is not for reimbursement.

Applicant: County of Natrona

CRG Request Type Natrona County COVID-19 Response

1. Briefly describe the reason for which you are requesting funding. (Please attach extra pages if needed.)

On March 12, 2020 Natrona County Emergency Management, with the City of Casper, and the Casper/Natrona County Public Health Department agreed to stand up our Emergency Operation Center under a Unified Command. Natrona County Emergency Management, operating under a Delegation of Authority from the City of Casper and the County of Natrona, along with the three agencies coordinated response activities to the COVID-19 pandemic. The mission was to protect the health and safety of the public and reducing spread of the virus. The EOC was operational from March 16, 2020 through May 15, 2020 and included personnel from different professions including Emergency Management, Law Enforcement, Health Department, and local Fire Departments. During that time these members worked closely with community partners and other agencies to make sure first responders, medical facilities, fire departments, and EMS responders had the necessary PPE to perform they job safely while also keeping the citizens of the community safe.

In following guidance from the Center for Disease Control, Wyoming Department of Health, and Wyoming Office of Homeland Security it rapidly became evident there were critical supplies that would be needed, and many agencies did not have adequate supplies in multiple areas. Scarce Resource Management is a key function of the coordination from the EOC, so they began to order the needed supplies in order to provide them to the responders and other facilities that were identified as critical and in need of the supplies; i.e. long-term care facilities, congregant care facilities and mental health facilities.

Additionally during this time, there became a need to open multiple shelters for housing individuals that were being released from Wyoming Behavioral Institute, or who could no longer stay at the Wyoming Rescue Mission due to potentially causing further exposures within those facilities. Both of these locations had indigent or homeless individuals that tested positive, or were waiting on results from being tested and had no place to go.

In Natrona County and paralleling EOC Operations, there were Government Offices that were closed to public access due to the COVID epidemic. Prior to those offices opening back up to the public there were needed safety measures and protocols within the offices and buildings. This primarily included PPE for employees and public access control measures put into place to maintain recommended social distancing.

There were substantial costs incurred during these EOC operations and phased re-opening of Government Offices that were not budgeted for by the County of Natrona in the FY2019 budget unforeseeable nature of the COVID-19 Crisis.

2. Describe how the funds being applied for are to cover costs for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

The funds being applied for are to cover the costs that were incurred to operate the Emergency Operation Center and safely reopen the County Government Buildings. This includes the purchasing of needed supplies and equipment, as well as related employee costs for critical staff members.

Attached is a cost sheet with a breakdown of expenses incurred by Natrona County Government departments working on these efforts.

3. Describe how the funds being applied for were used or are to be used to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020 for necessary expenditures incurred due to the public health emergency with respect to the COVID-19. (Please attach extra pages if needed.)

Funds awarded would be used to recover expenses incurred for supplies and applicable critical employee costs. There were substantial costs incurred during EOC operations and phased re-opening of Government Offices that were not budgeted for by the County of Natrona in the FY2019 budget unforeseeable nature of the COVID-19 Crisis. Attached is a Personnel Sheet which contains normal employment position and justifications for reimbursement of position due to substantially changed duties while responding to COVID-19 health crisis.

BUDGET BREAKDOWN

| SUPPLIES | AMOUNT | TIME FRAME |
|--|---------------|-------------------|
| LYSOL WIPES/SPRAY | \$ 48.95 | 3/2/2020 |
| TABLETOP EASELS | \$ 93.98 | 3/3/2020 |
| HAND SANITIZER | \$ 648.15 | 3/5/2020 |
| GLOVES | \$ 4,964.81 | 3/9/2020 |
| CLOROX WIPES | \$ 31.45 | 3/9/2020 |
| CLOROX WIPES | \$ 31.45 | 3/9/2020 |
| LYSOL WIPES/SPRAY | \$ 97.11 | 3/10/2020 |
| HAND SANITIZER | \$ 25.20 | 3/10/2020 |
| HAND SANITIZER | \$ 23.10 | 3/10/2020 |
| LYSOL WIPES/SPRAY | \$ 112.09 | 3/10/2020 |
| LYSOL WIPES/SPRAY | \$ 62.21 | 3/10/2020 |
| HAND SANITIZER | \$ 44.35 | 3/10/2020 |
| HAND SANITIZER | \$ 25.20 | 3/11/2020 |
| HAND SANITIZER | \$ 25.20 | 3/11/2020 |
| BLEACH | \$ 150.15 | 3/12/2020 |
| BLEACH | \$ 21.50 | 3/12/2020 |
| Bargreen -Virex Spray Cleaner | \$ 32.39 | 3/12/2020 |
| Family Dollar - Lysol Cleaner | \$ 18.90 | 3/12/2020 |
| Family Dollar - Paper towels | \$ 18.85 | 3/12/2020 |
| disinfectant wipes | \$ 13.10 | 3/12/2020 |
| disinfectant wipes | \$ 10.99 | 3/13/2020 |
| Amazon - Auto Machines Sanitizer | \$ 329.04 | 3/13/2020 |
| Family Dollar - Spray Bottles | \$ 15.75 | 3/16/2020 |
| HAND SANITIZER | \$ 12.60 | 3/17/2020 |
| Nitrile Gloves | \$ 105.61 | 3/17/2020 |
| HAND SANITIZER, FACIAL TISSUE | \$ 55.65 | 3/18/2020 |
| LYSOL SPRAY, CONTAINERS | \$ 15.38 | 3/18/2020 |
| Norco - Paper Towels | \$ 31.43 | 3/18/2020 |
| Webcams w/microphones | \$ 116.94 | 3/18/2020 |
| DISINFECTANT CLEANER | \$ 24.00 | 3/19/2020 |
| HAND SANITIZER, DISINFECTANT SPRAY | \$ 54.60 | 3/19/2020 |
| Wyoming Safety - Clorox Wipes | \$ 600.00 | 3/19/2020 |
| Wyoming Safety - Sanitizer Spray (25) | \$ 174.75 | 3/19/2020 |
| One Step Disinfectant and Soaps | \$ 204.17 | 3/20/2020 |
| Zoom Pro Plan | \$ 157.40 | 3/23/2020 |
| CivilSpace | \$ 5,151.27 | 3/23/2020 |
| BLEACH, HAND SANITIZER | \$ 46.20 | 3/25/2020 |
| COVID-19 Testing Fed-EX | \$ 167.88 | 3/25/2020 |
| Gloves and Disinfectant | \$ 61.50 | 3/26/2020 |
| GLOVES, SANITIZING SPRAY | \$ 5,740.40 | 3/27/2020 |
| N95 w/ valve | \$ 1,200.00 | 3/30/2020 |
| MASKS | \$ 2,900.00 | 3/30/2020 |
| ANTIBACTERIAL HAND SOAP & DISPENSER | \$ 250.14 | 3/30/2020 |
| PROBE COVERS FOR THERMOMETERS | \$ 476.09 | 3/30/2020 |
| Latex Gloves | \$ 218.00 | 4/1/2020 |
| TOWNSEND BARRIER | \$ 637.32 | 4/3/2020 |
| TOWNSEND BARRIER | \$ 52.72 | 4/3/2020 |
| INK CARTRIDGE | \$ 79.99 | 4/3/2020 |
| CLOROX WIPES | \$ 47.19 | 4/3/2020 |
| CLOROX WIPES | \$ 65.52 | 4/3/2020 |
| 42 Degrees - Face Masks | \$ 375.00 | 4/4/2020 |
| SURGICAL MASKS | \$ 660.00 | 4/7/2020 |
| Wyoming Safety - Masks (200)& Glasses (60) | \$ 454.20 | 4/7/2020 |
| THERMOMETERS | \$ 494.95 | 4/8/2020 |
| ArcaSearch eCommerce | \$ 500.00 | 4/10/2020 |
| TRANSPORT SAMPLES TO CHEYENNE | \$ 8.00 | 4/11/2020 |
| THERMOMETER COVERS | \$ 476.09 | 4/13/2020 |
| Wyoming Safety - Masks (500) & Hand Sanitizer (25) | \$ 1,374.75 | 4/13/2020 |

| | | | |
|---|----|----------|-----------|
| THERMOMETER COVERS | \$ | 286.26 | 4/14/2020 |
| Cisco UC 7841 Phone | \$ | 1,357.80 | 4/15/2020 |
| ELASTIC FOR MASKS | \$ | 14.36 | 4/16/2020 |
| FABRIC FOR MASKS | \$ | 25.17 | 4/16/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 70.50 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 178.75 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| FIRST RESPONDER LODGING & MEALS | \$ | 79.00 | 4/17/2020 |
| MASKS | \$ | 2,900.00 | 4/17/2020 |
| ELASTIC FOR MASKS | \$ | 8.99 | 4/17/2020 |
| Clear Lexan | \$ | 138.15 | 4/17/2020 |
| FABRIC FOR MASKS | \$ | 74.27 | 4/18/2020 |
| Adhesive for Plexi Barriers | \$ | 35.96 | 4/20/2020 |
| THERMOMETERS | \$ | 219.98 | 4/21/2020 |
| 42 Degrees -Face Masks | \$ | 475.00 | 4/21/2020 |
| Plantronics phone headsets | \$ | 790.16 | 4/21/2020 |
| DVD PLAYERS FOR WESTWOOD SHELTER | \$ | 369.96 | 4/22/2020 |
| Hardware for Plexi Barriers | \$ | 252.93 | 4/22/2020 |
| Clear Lexan | \$ | 2,299.00 | 4/22/2020 |
| Blades for Plexiglass Saw | \$ | 159.96 | 4/23/2020 |
| SAFETY QUICKSHIELD | \$ | 195.20 | 4/24/2020 |
| Survey Monkey | \$ | 99.00 | 4/24/2020 |
| Plantronics Handset Lifter | \$ | 113.94 | 4/24/2020 |
| Plantronics phone headsets | \$ | 1,037.16 | 4/24/2020 |
| Saw for Plexiglass | \$ | 579.00 | 4/24/2020 |
| Hardware for Plexi Barriers | \$ | 73.73 | 4/24/2020 |
| TRANSPORT SAMPLES TO CHEYENNE | \$ | 32.00 | 4/25/2020 |
| Caretaker PPE / Uniform | \$ | 394.87 | 4/26/2020 |
| Hardware for Plexi Barriers | \$ | 25.20 | 4/27/2020 |
| DISPOSABLE MEDICAL MASKS | \$ | 725.00 | 4/28/2020 |
| 10 Sheets of Plexiglass | \$ | 2,274.39 | 4/28/2020 |
| Hardware for Plexi Barriers | \$ | 18.85 | 4/28/2020 |
| Hardware for Plexi Barriers | \$ | 9.98 | 4/28/2020 |
| Adhesive for Plexi Barriers | \$ | 8.98 | 4/29/2020 |
| Plexi Barrier Hardware | \$ | 11.80 | 4/29/2020 |
| Hardware for Plexi Barriers | \$ | 28.98 | 4/29/2020 |
| Family Dollar - Spray Bottles | \$ | 19.95 | 4/30/2020 |
| Walmart - Sign and Taping Supplies | \$ | 39.91 | 4/30/2020 |
| 1,000 disposable medical masks for jurors | \$ | 1,210.00 | 4/30/2020 |
| Clear Lexan | \$ | 1,457.42 | 4/30/2020 |
| 15 Sheets Plexiglass | \$ | 3,411.60 | 4/30/2020 |
| 10 Sheets of Plexiglass | \$ | 907.66 | 4/30/2020 |
| Walmart - Paper Towels | \$ | 16.44 | 5/2/2020 |
| Plantronics CS530 Headset | \$ | 186.96 | 5/4/2020 |
| Adhesive for Plexi Barriers | \$ | 54.98 | 5/4/2020 |
| Hardware for Plexi Barriers | \$ | 75.92 | 5/4/2020 |
| Hardware for Plexi Barriers | \$ | 48.11 | 5/4/2020 |
| Hardware for Plexi Barriers | \$ | 79.96 | 5/4/2020 |
| Hardware for Plexi Barriers | \$ | 43.47 | 5/6/2020 |
| Hardware for Plexi Barriers | \$ | 42.95 | 5/6/2020 |
| Envelopes | \$ | 14.08 | 5/6/2020 |
| Walmart - Press & Seal and Rope | \$ | 16.58 | 5/7/2020 |
| Hardware for Plexi Barriers | \$ | 41.05 | 5/7/2020 |
| Hardware for Plexi Barriers | \$ | 11.84 | 5/7/2020 |
| THERMOMETER COVERS | \$ | 476.09 | 5/8/2020 |

| | | | |
|--|----|------------------|-----------------|
| Plantronics CS530 Headset | \$ | 182.99 | 5/8/2020 |
| Envelopes | \$ | 49.90 | 5/8/2020 |
| Envelopes | \$ | 49.90 | 5/8/2020 |
| Keys for storage of supplies | \$ | 5.00 | 5/11/2020 |
| Laminator & Supplies for Signs | \$ | 120.07 | 5/11/2020 |
| Webcams w/microphones | \$ | 32.99 | 5/13/2020 |
| Cisco Phone Licensing | \$ | 813.25 | 5/13/2020 |
| One Step Disinfectant and Soaps | \$ | 22.20 | 5/13/2020 |
| Envelopes | \$ | 19.98 | 5/13/2020 |
| Envelopes | \$ | 68.04 | 5/13/2020 |
| Hardware for Plexi Barriers | \$ | 25.91 | 5/21/2020 |
| Table for Hand Sanitizer Station | \$ | 58.72 | 5/22/2020 |
| Walmart - Sanitizer Sign Holder & Funnels | \$ | 4.95 | 5/23/2020 |
| foam board for COVID-19 sign for building entrance | \$ | 10.47 | 5/26/2020 |
| Amazon - 10 Auto Machines Sanitizer | \$ | 580.20 | 5/29/2020 |
| Walmart - Press & Seal | \$ | 11.28 | 5/31/2020 |
| Laminating Sheets | \$ | 35.09 | 6/5/2020 |
| Cleaning EOC for May | \$ | 400.00 | 6/8/2020 |
| Office Supplies for Opening | \$ | 28.62 | 6/5/2020 |
| Estimated future supplies | | | July - December |
| Total Supplies | \$ | 56,425.47 | |

| CONTRACTUAL SERVICES | AMOUNT | TIME FRAME |
|-------------------------------------|----------------------|-------------------|
| Cleaning Contractual Services - EOC | \$ 1,200.00 | March - June |
| TLC Cleaning | \$ 98,000.00 | March - June |
| Gail Schenfisch - JIC ASL Interp. | \$ 1,920.00 | March - May |
| Total Contractual Services | \$ 101,120.00 | |

| Labor | AMOUNT | TIME FRAME |
|--|---------------|-------------------|
| County Legal | | |
| Matt Kowalski Reg. Time - County Legal | \$ 19,847.66 | March -July |
| Matt Kowalski Overtime | | March -May |
| Eric Nelson Reg. Time - County Legal | | March -May |
| Eric Nelson Overtime | | March -May |
| Danielle Kruckeck Reg. Time - County Legal | | March -May |
| Danielle Kruckeck Overtime | | March -May |
| County Development | | |
| Wayne Laing Reg. Time - County Development | \$ 3,851.68 | March -May |
| Wayne Laing Overtime | \$ - | March -May |
| Lori Hall Reg. Time - County Development | \$ 3,851.68 | March -May |
| Lori Hall Overtime | | March -May |
| County IT | | |
| Heather Gray Reg. Time - County IT | \$ 7,476.00 | March -May |
| Heather Gray Overtime | \$ 771.05 | March -May |
| County Maintenance | | |
| Steve Brown Reg. Time Property Manager | \$ 15,586.56 | March-May |
| Steve Brown Overtime | | March-May |
| Marty Hall Reg. Time Maintainance | \$ 10,672.18 | March-May |
| Marty Hall Overtime | \$ 35.56 | March-May |
| Juan Lopez Reg. Time Maintainance | \$ 10,691.52 | March-May |
| Juan Lopez Overtime | \$ 775.93 | March-May |
| Dylan Lewallen Reg. Time Maintainance | \$ 10,178.24 | March-May |
| Dylan Lewallen Over Time | \$ 755.11 | March-May |
| County Treasurers Office | | |
| No Submissions as of 8.24.20 | | |
| NCSO | | |
| Stacia Hill Reg. Time | \$ 16,848.62 | March-May |
| Stacia Hill Overtime | \$ - | March-May |
| Michael Cavalier Reg. Time | \$ 12,006.34 | March-May |
| Michael Cavalier Overtime | \$ 1,627.28 | March-May |
| Sgt. Bart Olson Reg. Time | \$ 10,132.61 | March-May |

| | | | |
|---------------------------|----|-------------------|-----------|
| Sgt. Bart Olson Overtime | \$ | 817.47 | March-May |
| Sgt. Sean Ellis Reg. Time | \$ | 12,039.64 | March-May |
| Sgt. Sean Ellis Overtime | \$ | 1,159.21 | March-May |
| Total Labor | \$ | 139,124.31 | |

| | | | |
|----------------------|----|-------------------|--|
| TOTAL REQUEST | \$ | 296,669.78 | |
|----------------------|----|-------------------|--|

| Office and Staff Member | Normal Assignment | COVID-19 Assignment |
|---|-------------------|--|
| <p>Natrona County Sheriff's Office Stacia Hill NCSO EMA Coordinator</p> | | <p><i>EOC ESF#5 Lead, Unified Command, Policy Group Advising and Coordination, WOHS Reporting, worked closely with elected officials at City, County and State level, financial accountability for County.</i></p> |
| <p>Michael Cavalier NCSO EMA Deputy Coordinator</p> | | <p><i>EOC ESF#5 Personnel, Scarce Resource Management and distribution, WOHS Reporting, and WDH Reporting</i></p> |
| <p>Sgt. Bart Olson NCSO Resident Deputy Sgt.</p> | | <p><i>Sheriff Designee and EOC LAW Liaison.</i></p> |
| <p>Sgt. Sean Ellis NCSO Training Sgt.</p> | | <p><i>JIC Coordinator and LAW PIO. Coordinated and managed PIO and JIC Personnel from 4 to 11 agencies and individuals. Worked with elected officials to draft community messaging. Organized and built sheltering daily functions documents. Conducted weekly information meetings for local business partners via teleconferences. Organized all press conferences via social media and live media. Responded to media and public requests for information.</i></p> |
| <p>Natrona County Legal/HR/Risk Management Eric Nelson County Attorney</p> | | <p><i>Member of JIC and other committees. Participated in various COVID related meetings. Provided legal guidance to elected officials, county departments, and outside boards on COVID related issues including health orders. Participated in COVID related press confrences.</i></p> |
| <p>Matt Kowalski Risk Management</p> | | <p><i>Assisted county departments with business continuity/contingency plans to respond to COVID; Secured needed supplies from local and outside resources; Delivered COVID response supplies to departments and buildings and monitored inventory; Attended various meetings with EOC, BOCC, and departments related to COVID topics; Reviewed and developed county building closure and later re-opening plans; Moitored any reports of possible employee exposure to COVID; Reviewed and discussed policies and procedures with HR; Reviewed and helped update county website information related to changes in procedures and closures & openings of building; Supplied COVID FEMA information to BOCC; Developed plan to change risk education from in person to strictly online format; Assisted in planning reopen of county buildings; Reviewed governors orders related to COVID with county attorney; Consulted with Health Department when developing safety protocols for employees and public; Discussed state information with Clerk related to elections and election judges.</i></p> |

Danielle Kruckeck Human Resources Director

Enforcing, tracking, and coordinating the Families First Corona Virus Response Act; Payroll overtime tracking; Expanded Family and Medical Leave Tracking; provided human resource guidance to County Departments and outside Boards on COVID related issues to include employees who were exposed and required to be tested, and employees who had a family member directly exposed; coordinated employees working remotely; assisted with the compensation, job descriptions, and hiring of temporary employees to assist Public Health and Natrona County with COVID-19; assisted with tracking the cost of COVID-19; created Natrona County COVID-19 Procedures approved by the BOCC.

Natrona County District Court, Development, and Buildings

Wayne Laing

Maintained security at doors to courthouse; provided direction for foot traffic flow into and out of Old Courthouse

Lori Hall

Maintained security at doors to courthouse; provided direction for foot traffic flow into and out of Old Courthouse

Natrona County IT Department

Heather Gray IT Technician - support users with their workstations and software; website updates

Setting up for Zoom meetings for Commissioners, Parks Board, Planning and Zoning Commission; Stayed for meetings to stream to YouTube and help with Zoom; Press releases for the website; Updated Clerk's page on the website; Tested laptops, connectivity and programs for remote workers; Helped setup and test call queueing for Motor Vehicle and Assessor's offices; Helped prepare signs and place them for Courthouse reopening

Natrona County Maintenance

Personnel 1

Personnel 2

Natrona County Treasurer's Office

Heather Bryan

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Rosalinda Jimenez

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Shirley Ungerer

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Tami Lebahn

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Natrona County - Personnel Sheet

Shirley Forgey

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Sheila Woods

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Veronica Haug

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Amanda Fink

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Amanda Maker

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.

Mandy Armstrong

Process motor vehicle registration renewals due to overabundance of mail received during shutdown of building during COVID-19.



ADOPTED FY 20 BUDGET
July 15, 2019

| | Estimated Revenue Available for Budget | | Estimated Requirements for Appropriations | | Levy | |
|---|---|--|--|--|-------------|--|
| | 48,921,170 | | 48,921,170 | | 12.0 | |
| Detail of General Fund Requirements | | *Break Down of Other General Accounts | | | | |
| County Commissioners | 234,376 | | Cooperative Extension | | 297,261 | |
| County Clerk | 1,698,823 | | Building Maintenance | | 1,997,252 | |
| County Treasurer | 1,020,423 | | Human Resources | | 121,367 | |
| County Assessor | 1,034,651 | | Capital Expenditures | | 77,332 | |
| Clerk of District Court | 1,813,170 | | Child Support Enforcement | | 1,031,403 | |
| County Sheriff - Administration & Patrol | 5,348,230 | | City/County Health Dept. | | 704,258 | |
| - Emergency Management | 324,386 | | County Development | | 791,800 | |
| - Detention Center | 9,143,450 | | Community Action Partnership | | 106,246 | |
| - Juvenile Detention | 104,000 | | Drug Court | | 487,932 | |
| - Courthouse Security | 991,282 | | County Fair | | 733,325 | |
| County Legal Department | 427,278 | | County Library | | 2,348,487 | |
| County Coroner | 481,700 | | Contracts and Services | | 4,696,405 | |
| Road and Bridge | 2,696,040 | | Information Technology | | 1,675,377 | |
| Parks Dept. | 556,593 | | Projects and Grants | | 68,934 | |
| General Fund Accounts | 25,874,402 | | Optional 1% Sales Tax | | 3,294,529 | |
| Other General Accounts | 18,431,908 | | Total | | 18,431,908 | |
| General Accounts Sub-Total | 44,306,310 | | | | | |
| Lake Department | 1,934,978 | | | | | |
| County Road Funds | 2,679,882 | | | | | |
| Total Budget | 48,921,170 | | | | | |

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

By: Robert L. Hendry, Chairman
Attest: Tracy Good, County Clerk

**Coronavirus Relief Grant Program
Check List**

Required Information for All Applications

- Application (At a minimum, first 3 "Tabs" of this application form plus this checklist must be completed and submitted).
- Standard resolution executed by the Governing Body authorizing the filing of the application. The resolution should include the amount of the grant being requested, name of project of CRG Request Type.
- Certification Statement
- Copy of current approved and signed budget.
- Entities that are not on the States WOLFS Accounting System must provide a completed Federal IRS W-9 form.

Additional Information for Special District Applying for CRG Funding

- Copy of County Commissioners resolution that shows formation of special district
- Copy of certification from the County Commissioners that the special district currently exists
- Written review from the County Commissioners
- Written review from City or Town (only if special district is within five (5) miles of incorporated limits)

Additional Information for Joint Powers Boards Applying for CRG Funding

- Copy of certificate of organization filed with the Secretary of State
- Copy of executed joint powers agreement approved by the Attorney General
- Written review from the County Commissioners
- Written review from City or Town (only if Joint Powers Board is within five (5) miles of incorporated limits)

Ensure you have entered something in every box this color.
All questions must be answered in order for the application to be considered complete.

Submit one (1) original Application, Resolution and Certification Statement, signed In BLUE, and Supporting Documentation to the following address:

**OFFICE OF STATE LANDS AND INVESTMENTS
ATTN: GRANTS AND LOANS DIVISION
HERSCHLER BUILDING 1st FLOOR WEST
122 WEST 25th STREET
CHEYENNE, WYOMING 82002**

**AMENDMENT TO
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

THIS AMENDMENT NO. TWO (this "Amendment") is between **CenturyLink Sales Solutions, Inc.** as contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement ("CenturyLink") and **NATRONA COUNTY GOVERNMENT** ("Customer"). It amends the applicable CenturyLink Loyal Advantage Agreement, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). The name of the CenturyLink Affiliate providing Services to Customer is listed in a Service Attachment, each providing Affiliate separately and individually responsible for all of its own obligations. Capitalized terms not defined herein are defined in the Agreement or a Service Attachment. CenturyLink may withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink on or before August 30, 2020 ("Cutoff Date"). Further, any individual Service or Service Attachment may have its own expiration or cutoff date. Using CenturyLink's electronic signature process for the Amendment is acceptable.

CenturyLink will provide the services, bundles, offers, or packages identified in this Amendment (for purposes of this Amendment only, the "Services") under the Agreement and under the Service-specific terms and conditions identified in the Agreement or a previous amendment.

CENTURYLINK SALES SOLUTIONS, INC.

NATRONA COUNTY GOVERNMENT

Authorized Signature

Name Typed or Printed

Title

Date

Authorized Signature

Name Typed or Printed

Title

Date

| |
|---|
| FOR INTERNAL CENTURYLINK REFERENCE |
| Contract ID(s) of Agreement being amended: 838744, 851561 |

1. Addition of Service Exhibit(s) or Offer Attachment(s). Section 1 of the CenturyLink Loyal Advantage Agreement is revised to add the following Service Exhibits to the Agreement:

- **DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**
- **CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT**

2. Modifications to Pricing.

2.1 The rates for the Domestic CenturyLink IQ Networking set forth in Section 1.3 of the Domestic CenturyLink IQ Networking Pricing Attachment are amended to:

(a) Add the new rates and/or locations set forth below. All existing rates and/or locations remain unchanged.

| Tiered Gigabit Ethernet (1000 Mbps) Internet Port Other Access | Net Rate MRC | Install NRC |
|---|---------------------|--------------------|
| 300 Mbps | \$654.00 | \$4,000.00 |

(b) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months.

2.3 Billing Change Date. Any changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date ("Billing Change Date.")

3. Miscellaneous. This Amendment will be effective on the date the last party signs (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and in the event, there are any inconsistencies between the two documents, the terms of this Amendment will control.

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY

DATE: 8-27-2020

**AMENDMENT TO
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

4. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under this Agreement.

5. Governmental Immunity. Customer does not waive governmental immunity and specifically retains all immunities and defenses provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq.

**CENTURYLINK® LOYAL ADVANTAGE® SERVICE AGREEMENT
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink® Total Advantage®, Loyal Advantage®, or Master Service Agreement between Customer and CenturyLink QCC. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. General. Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes or Order Forms between CenturyLink QCC and Customer.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 Ports. CenturyLink offers Service in the following port ("Port") types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) CenturyLink IQ®+ Port. A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

(d) CenturyLink IQ®+ Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink-determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) Monitor and Notification. Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) Select Management. Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change

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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

2.5 Multicast. Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi-protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.8 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote or Order Form. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Service Commencement Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote or Order Form will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port

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classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, is co-terminus with the underlying agreement. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

5.3 Waiver of Cancellation Charges.

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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9. SLA. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2. Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

10.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

10.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <https://www.centurylink.com/taxes>.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

**LIMITED LETTER OF AGENCY
between
NATRONA COUNTY GOVERNMENT ("Customer")
and**

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

NATRONA COUNTY GOVERNMENT
Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

**CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a Preferred Provider for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink.

**CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment or a quote or Order if the rates for Service at a particular Service Address are not included in the pricing attachment, and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

(b) Construction. Construction charges apply if, (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at

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multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(d) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote or Order for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

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"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

**CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

**LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT**

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

| NPA/NXX | Loop Tracking ID / CAR | Service Address | Type of Local Access | Service Term (in months) | Circuit Speed | Local Access Net Rate MRC | Install NRC |
|---------|------------------------|-------------------------------------|---------------------------|---------------------------------------|---------------|---------------------------|-------------|
| 307232 | 200414742067 | 200 N. Center St., Casper, WY 82601 | ELA Native - SingleCosLow | Co-terminus with underlying agreement | 300 Mbps | \$546.00 | \$0.00 |

2. **On-Net CenturyLink Provided Access Install NRC Discount.** Install NRCs specified above for On-Net CenturyLink Provided Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

LICENSE

Date 2/28/20

Road Circle Drive

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

(hereinafter called the "Licensee"), to construct, maintain, use and operate DRIVEWAY (hereinafter called the "Facility"), located in Section 27 Township 32/79 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

SIXTH. The County of Natrona and the Board, for the purpose of this 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 8/12/20
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion 8/20/20
(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 Mitchell R. Hagan 8/10/2020
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
[Signature]
President.

MAIL TO
CLC DRILLING
PO BOX 2742
MILLS W.T. 82644

29-20-21

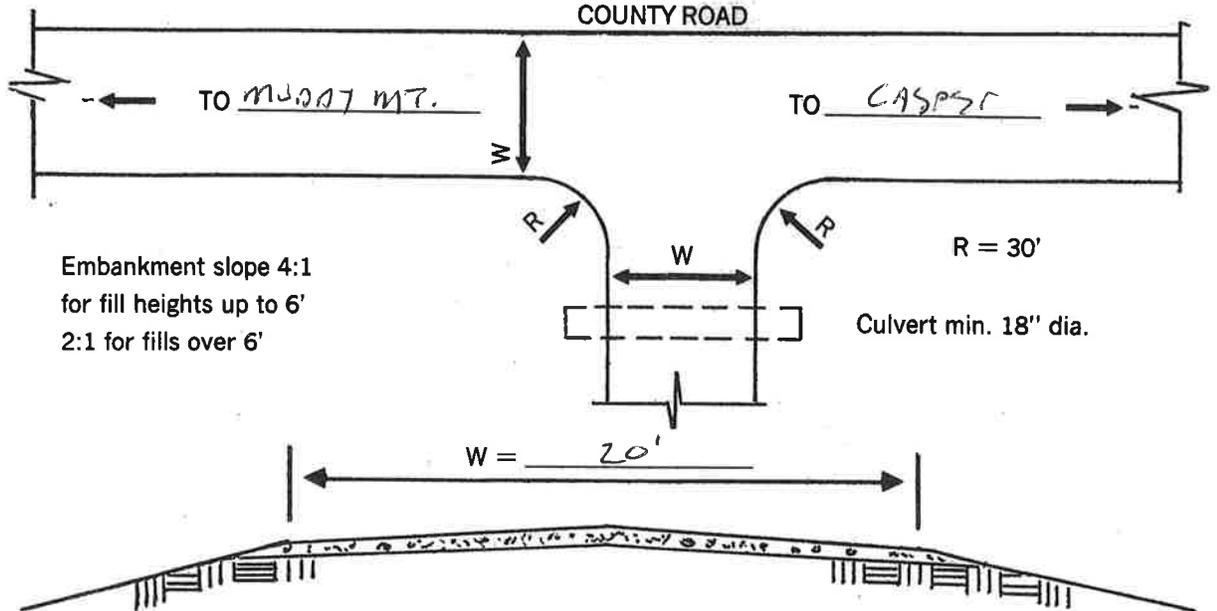
COUNTY OF NATRONA

APPLICATION FOR AN APPROACH

Applicant: BOB DAVIS

PEPE CLC DRILLING
307-262-6978

Address: 10807 CASPER MONTEZUMA ROAD Phone 503 320 1972



Furnish the Following Information:

- Location: Section 27, Township 32 North, Range 79 West.
- County Road Designation CIRCLE DR.
- Surface of County Road PAVEMENT.
(Surface of approach must be same as surface of County Road.)
- Soil Type ROCK
- Sight Distance on County Road 300'
- Reason for Approach ACCESS TO HOME

7) Requirements:

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

Approved:

Michael Stangor 8/15/2020
Road & Bridge Superintendent

[Signature]
Applicant Date

County Surveyor

Registered Engineer
or
Land Surveyor Date

County Commissioner

Approval Date: _____

Completion Date: _____



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY
COMMISSIONERS MEETING

September 1, 2020

Planning Commission Recommendations

- Planning Commission Recommendation:** **Tabled**
CUP20-7 – Land reclamation and drainage improvements not associated with a building permit at 3946 Douglass Rd.
- Planning Commission Recommendation:** **Approve**
VC20-2 – A variance request to reduce the minimum lot size in the Urban Agriculture district to 8.96 acres to correct the easement and right-of-way for Enberg Rd.
- Planning Commission Recommendation:** **Approve w/ modifications**
TA20-1 – Request to add regulations for Utility Scale Solar Energy System to the *2000 Zoning Resolution* as Chapter 7, Section 21.



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

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

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

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

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, P.E., Director

Date: August 11, 2020

RE: **VC20-2** – A variance request to reduce the minimum lot size in the Urban Agriculture district to 8.96 acres to correct the easement and right-of-way for Enberg Rd.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve w/conditions

At its August 10, 2020 meeting, the Planning Commission, with one Commissioner absent, acted to recommend approval of the requested Variance to the Board of County Commissioners with the following condition:

- Upon completion of the 1.04-acre sale, the Biggs shall merge the 1.04-acre parcel into their existing parcel.
- The current road easement shall be vacated.

(Motion passed unanimously).

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

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



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
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"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, P.E., Director

Date: August 11, 2020

RE: TA20-1 – Add regulations for Utility Scale Solar Energy System to the 2000 Zoning Resolution as Chapter 7, Section 21.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve w/modifications

At its August 10, 2020 meeting, the Planning Commission, with one Commissioner absent, acted to recommend approval of the requested Text Amendment to the Board of County Commissioners with modifications.

The modified regulations are attached. The key changes being:

1. Removal of Concentrating Solar Power (CSP) from the Utility Scale Solar Farm.
2. Addition of a bond for dust and erosion control.
3. Modifying setbacks to 500' from a residence and removal of the 150' language.

(Motion passed unanimously).

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

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

Section 21. Natrona County Utility Scale Solar System Regulations

a. Introduction

A Utility Scale Solar System (Solar Farm) is a commercial facility that converts sunlight into electricity, ~~whether by photovoltaics (PV), concentrating solar power (CSP), or other solar conversion technology,~~ for the primary purpose of wholesale sales of generated electricity.

b. Design Standards

1. Utility Scale Solar System shall be enclosed by perimeter fencing to restrict unauthorized access.
2. All Utility Scale Solar Systems shall comply with ~~all Natrona County adopted codes~~ the National Electrical Code, current edition and applicable ICC Codes. In addition, all solar energy components shall comply with the standards of the Wyoming Department of Fire Prevention and Electrical Safety.
3. All Utility Scale Solar Energy Systems shall not exceed twenty five feet in height.
4. All Utility Scale Solar Energy Systems that are proposed within the Growth Management Area shall be sent to the corresponding municipality for review and comment.
5. On-site power lines shall be placed underground.
6. Greater Sage Grouse Areas. No Utility Scale Solar Energy System shall be located within the Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended, or Sage Grouse Priority Habitat and Focal Areas as defined by the BLM approved Resource Management Plan Amendment for Greater Sage Grouse. When the Governor's Sage Grouse Executive Order and the BLM approved Resource Management Plan amendment for Greater Sage Grouse conflict the more restrictive of documents shall apply.
7. Wildlife. Utility Scale Solar Energy Systems shall incorporate wildlife requirements imposed by Wyoming Game & Fish, United States Fish and Wildlife service and other governing state and federal agency.
- 7.8. Evidence of compliance with any additional rules and regulations. Any applicable FAA, FCC, Industrial Citing (W.S. 35-12-101 et.seq.).

c. Site Management

1. Drainage from the site shall not adversely affect upstream and downstream properties.
2. Shall avoid soil erosion, ~~and controlled runoff,~~ Disturbance and construction on the erodible soils and slopes shall be avoided.

3. Dust control within all phases of the project is mandatory by means acceptable to Natrona County and WDEQ. ~~Natrona County may request a bond for erosion and dust control.~~
4. Noxious Weed and Invasive Species control, as defined by Wyoming Statutes, except where rules are superseded by a governing agency, shall be required in all phases of the solar project. ~~Invasive species, as defined by Natrona County Weed and Pest, shall be controlled in all phases of the solar project.~~
5. Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance with WDEQ regulations and the reclamation plan approved by the Board, except where rules are superseded by a governing agency.

Commented [TC1]: Planning Commission recommendation. Language could be revised.

d. Visual Appearance

1. Utility Scale Solar System buildings and accessory structures shall, to the extent reasonably possible, use materials, colors, and textures that will blend the facility into the existing environment.
2. Appropriate landscaping and/or screening material may be required to help screen the project area.
3. No Utility Scale Solar Energy System shall be placed such that concentrated solar glare projects onto adjacent properties or roadways within 1-1/4 mile of the project site.
4. Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with the airport flight patterns. Acknowledgement of approval from the Federal Aviation Administration (FAA) will be necessary.
5. Lighting of the Utility Scale Solar Energy System and accessory structures shall be limited to the minimum necessary and full cut-off lighting (e.g. dark sky compliant) may be required when determined necessary to mitigate visual impacts.

~~5.6. The facility shall have no advertising or promotional lettering beyond the manufacturer's or the applicant's logo.~~

e. Setbacks

1. Utility Scale Solar Energy System structures shall be setback from all property lines and public rights-of-way at least fifty feet. Additional setback may be required to mitigate noise and glare impacts, or to provide for designated road or utility corridors, as identified through the review process. ~~Utility Scale Solar Energy System structures shall be setback a minimum of 1.25 miles from any residentially zoned properties or residences not associated with this permit.~~

2. Solar panels will be kept at least five hundred feet from a residential zoning district and one hundred fifty feet from an existing residence not within a residential zoning district, ~~that is on the same lot associated with this permit.~~

Commented [TC2]: Planning Commission recommendation. Setbacks should be 500' from any residence, not residential zoning district. Remove the 150' language.

f. Decommissioning

1. Utility Scale Solar Energy Systems which have not been in active and continuous service for a period of one year shall be removed at the owner's or operator's expense.
2. The site shall be restored in accordance with the approved reclamation plan within six months of the removal.
3. Unless exempt by the Public Service Commission, proof of financial assurance for complete decommissioning and site reclamation shall be provided in accordance with WECS regulations.

g. Application Requirements

To obtain the permit required by W.S. 18-5-502, the owner or developer of a facility shall submit an application to the Board of County Commissioners. The application shall:

1. Have signatures from all surface property owners upon which the Utility Scale Solar Energy System will be located shall be ~~submitted~~ on the application.
2. Provide evidence that reasonable efforts have been made to provide notice in writing to all owners of land within one (1) mile and all cities and towns located within twenty (20) miles of the facility. Notice shall include a general description of the project including its location, projected number and capacity of solar energy facilities, likely routes of ingress and egress and likely location of electric transmission and other facilities.
3. General Scope. Relevant information on the project including general location of the project, timeframe for construction including the schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.
4. Public Utility Information. Documentation that the proposed Utility Scale Solar Energy System is owned or operated by the Public Utility and subject to the requirements of the Public Service Commission, if applicable.
5. Summary of the Utility Scale Solar Energy System. Provide a description of the project including its total nameplate generating capacity and a nameplate capacity for each module, the equipment manufacturer, types of solar modules, complete component list of the system, number of solar arrays, the maximum solar energy system height, and the distance between the ground and the top of the solar array.
6. Social and Economic Report. The social and economic reporting requirements shall include the following:

- a. The estimated amount of property, sales, and other taxes to be generated by the project in Natrona County.
 - b. Estimated local expenditures of construction materials in Natrona County.
 - c. The estimated number of construction jobs and estimated construction payroll. Estimated number of local construction job opportunities.
 - d. Estimate the construction workforce spending in Natrona County.
 - e. Estimate the number of permanent jobs and estimated continuing payroll.
7. Drawings, prepared by a qualified professional Surveyor Licensed in the State of Wyoming, prepared to a suitable scale on 24"X36" sheets.
- a. Utility Scale Solar Energy Systems boundary lines and property lines shall be shown.
 - b. Legal description of the project boundary.
 - c. All existing and proposed structures, rights-of-ways, utility easements, and above and below ground facilities and utilities within the project scale.
 - d. All proposed and existing public and private access roads and turnout locations including dimensions.
 - e. Topographic line showing the existing topography of the project and surrounding area.
 - f. Fencing detail.
 - g. A complete electrical layout of the entire system including substations, transmission collector, and gathering lines and other ancillary facility components.
8. Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan prepared by a Wyoming Licensed Engineer which includes the following:
- a. Existing and proposed contours.
 - b. Existing wetlands and floodways.
 - c. Water management structures.
 - d. Drainage flow direction.
 - e. Effect on downstream and upstream properties.
 - f. Erosion mitigation and runoff control.
 - g. Dust control plan.
9. Waste Management Plan. A waste management plan that includes the inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed ~~facility-Utility Scale Solar Energy System~~.
10. Reclamation and Decommissioning Plan. Describe the decommissioning and final land reclamation to be followed after the anticipated useful life, or abandonment or termination of the project, including evidence of proposed commitments with affected parties (county, any lessor or property owner, etc.) that ensure proper final reclamation of the solar energy system. Bond shall name Natrona County as beneficiary.

Commented [TC3]: Planning Commission recommendation. Language can be revised.

11. Environmental Analysis. In the absence of a required state or federal agency environment review for the project (e.g. NEPA), the Commission and Board may require an environmental report in accordance with the WECS regulations prepared by a licensed professional.
12. Visual Impacts, Appearance, and Scenic Viewsheds. Potential visual impacts may be caused by components of the project such as, but not limited to, mirrors, solar towers, cooling towers, steam plumes, above ground electrical lines, accessory structures, access roads, utility trenches and installations, and alteration to vegetation. Those projects that are within sensitive viewshed, utilize reflective components (e.g., exposed mirrors), shall provide a viewshed analysis of the project, including visual simulations of the planned structures. The number of visual simulations shall be sufficient to provide adequate analysis of the visual impacts of the proposal, which shall be from no less than ten vantage points that together provide a view from all sides of the project. The County may require analysis from significantly more vantage points, such as different distances and sensitive locations.
13. The applicant shall provide an analysis from solar glare hazard analysis software for PV systems that provide a quantified assessment of when and where glare will occur throughout the year onto nearby properties and public roadways. If glare is predicted, the applicant shall provide mitigation measures to address the impacts of solar glare. Mitigation measures may include and are not limited to textured glass, antireflective coatings, screening, and angling of solar PV modules in a manner that reduces glare to surrounding land uses.
14. A traffic study if deemed necessary by the Development Department.
15. Provide evidence sufficient for the Board of County Commissioners to determine if the proposed facility has adequate legal access. The application shall describe how private roadways within the facility will be marked as private roadways and shall acknowledge that ~~no county~~ Natrona County is not required to repair, maintain or accept any dedication of the private roadway to the public use.
16. Transportation Plan for Construction and Operation Phases. Indicate by description and map what roads the project will utilize during the construction and operation/maintenance phases of the project, along with their existing surface and condition. Specify any new road and proposed upgrade or improvements needed to the existing road system to serve the project. If significant impacts to the transportation system are anticipated, the County may require financial guarantees to ensure proper repair/restoration of roadways or other infrastructure damaged or degraded during construction or dismantling of the project.

17. Notice of Mineral Rights. Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed Utility Scale Solar Energy System facility will be constructed. Such notice shall contain the location of the proposed project, underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Wyoming Industrial Siting Council.

h. Hearing, public comment, findings necessary:

Any Board of County Commissioners receiving an application to permit a facility shall hold a public hearing to consider public comment on the application no less than forty-five (45) days and not more than sixty (60) days after determining that the application is complete. Written comment on the application shall be accepted by the Board of County Commissioners for not less than forty-five (45) days after determining that the application is complete.

Within forty-five (45) days from the date of completion of the hearing, the Board shall make complete findings, issue an opinion, render a decision upon the record either granting or denying the application and state whether or not the applicant has met the standards required. The Board shall grant a permit if it determines that the proposed facility complies with all standards properly adopted by the Board of County Commissioners.

i. Fees:

The fee for a Utility Scale Solar Energy System Conditional Use Permit shall be \$2000.00 for the processing, consideration and conducting of public hearings.

J. Revocation or suspension of permit:

A permit may be revoked or suspended for violations pursuant to W.S. 18-5-511.

k. Penalties for violations:

Penalties under this chapter will be subject to W.S. 18-5-512.

l. Definitions:

Array. A group or arrangement of individual modules or panels.

~~Concentrating solar power (CSP) plants use mirrors to concentrate the sun's energy to drive traditional steam turbines or engines that create electricity. The thermal energy concentrated in a CSP plant can be stored and used to produce electricity when it is needed, day or night.~~

Nameplate Capacity. The maximum amount of electric energy that a generator can produce under specific conditions, as rated by the manufacturer

Photovoltaic (PV) System. A system composed of one or more solar panels combined with an inverter and other electrical and mechanical hardware that uses energy from the Sun to generate electricity.

Solar Module. Also called solar panels, a solar module is a single photovoltaic panel that is an assembly of connected solar cells. The solar cells absorb sunlight as a source of energy to generate electricity. An array of modules are used to supply power to buildings

Utility Scale Solar System (Solar Farm). A commercial facility that converts sunlight into electricity, ~~whether by photovoltaics (PV), concentrating solar power (CSP), or other solar conversion technology,~~ for the primary purpose of wholesale sales of generated electricity.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION July 14, 2020

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

MEMBERS ABSENT: Harold Wright

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

OTHERS PRESENT: None

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

ITEM 1

Bailey moved and Davis seconded a motion to approve the May 12, 2020 meeting minutes as presented. Motion carried unanimously.

ITEM 2

Vice Chairman Brown opened the hearing for **PS20-2** – a request to subdivide a 5.04-acre parcel of land into 2 lots to be known as Zero Road Industrial Park, Lots 3A & 3B. This parcel currently has 2 buildings addressed as 1014 & 1028 N. Robertson Road.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested subdivision and incorporate by reference the findings of fact in the staff report and the public hearing.

Those speaking in favor – None

Those speaking in opposition - None

Hutchinson made a motion to recommend approval of PS20-2 by the Board of County Commissioners including the findings of fact as presented by staff. Bailey seconded the motion.

Motions carried unanimously.

ITEM 3

Vice Chairman Brown opened the hearing for **CUP20-3** – A Conditional Use Permit (CUP) by Union Wireless/Hemphill for an 84-foot self-supporting communication tower on an existing site located at 56252 W. US Highway 20-26. Applicant is requesting 100-feet to include all appurtenances. This location is approximately 4 miles west of Hiland.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested Conditional Use Permit and incorporate by reference the findings of fact in the staff report and the public hearing.

Those speaking in favor – None

Those speaking in opposition - None

Bailey made a motion to recommend approval of CUP20-3 by the Board of County Commissioners including the findings of fact as presented by staff. Davis seconded the motion.

ITEM 4

Vice Chairman Brown opened the hearing for **CUP20-4** – A Conditional Use Permit (CUP) by Union Wireless/Hemphill for an 84-foot self-supporting communication tower on an existing site located at 15303 Arminto Rd. Applicant is requesting 100-feet to include all appurtenances.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested Conditional Use Permit and incorporate by reference the findings of fact in the staff report and the public hearing.

Discussion between Planning Commission and Declan Murphy, applicant, via phone.

Those speaking in favor – None

Those speaking in opposition - None

**Bailey made a motion to recommend approval of CUP20-4 by the Board of County Commissioners including the findings of fact as presented by staff. Davis seconded the motion.
Motions carried unanimously.**

ITEM 5

Vice Chairman Brown opened the hearing for **CUP20-5** – A Conditional Use Permit (CUP) by Union Wireless/Hemphill for an 84-foot self-supporting communication tower on an existing site located at 21755 State Highway 220. Applicant is requesting 100-feet to include all appurtenances. This location is east of Highway 220 and north of Grey Reef Rd.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested Conditional Use Permit and incorporate by reference the findings of fact in the staff report and the public hearing.

Those speaking in favor – None

Those speaking in opposition - None

**Bailey made a motion to recommend approval of CUP20-5 by the Board of County Commissioners including the findings of fact as presented by staff. Hutchinson seconded the motion.
Motions carried unanimously.**

Public Comment – None

Meeting adjourned at 6:08 p.m.

Jim Brown, Vice Chairman
Natrona County Planning and Zoning Commission

Tracy Good
Natrona County Clerk

VARIANCE APPLICATION

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

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

Applicant Name:

Applicant Phone:

Applicant Address:

Owner Name:

Owner Phone:

Owner Address:

Explain why you are requesting this variance and detail the proposed use:

This application, which benefits all private parties and the county, is being made to correct the easement and right-of-way for Enberg Road, permit the owner to sell 1.04 acres to an adjoining land owner (resulting in a parcel of approximately 121.04 acres) and permit the owner to hold the resulting parcel of approximately 8.96 acres. The owner's subject real property (consisting of 10 acres) is located at the intersection of Engberg Road and 33 Mile Road. Please see attached for additional information. Engberg Road was not constructed within its original easement boundary. As a result, approximately 1 acre (excluding the travel surface) of the owner's real property was separated from the main parcel. The separation forms a parcel which is not functional and Engberg Road encroaches upon private property. This application seeks to resolve all issues. See Attached.

Legal Description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range).

Current zoning of property:

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water:

This property was purchased from:

The date this property was purchased:

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

- * What are the exceptional circumstances and conditions applicable to your property such that a literal application of the zoning regulations would cause you an "unnecessary hardship"?
- * Please explain the unique circumstances of your hardship, and how these difficulties are different from your neighbors.
- * Will the variance authorize a use other than those uses specifically listed as permitted or conditional uses in your zoning district?
- * Will the variance result in a gain in use, service or income to a greater extent than available to other landowners in the vicinity?
- * Please explain how the variance is necessary to alleviate a proven hardship, rather than merely a convenience.
- * Will the variance impair the use of adjacent property or alter the character of the neighborhood?

Applicant:  (Signature) Date: 06-17-2020

Print Applicant Name: Ryan L Ford, WPDN, Counsel

Owner:  (Signature) Date: 06-17-2020

Print Owner Name: David W. McNulty Alison F McNulty



WILLIAMS, PORTER, DAY & NEVILLE PC.
Wyoming's Law Firm

Ryan L. Ford
rford@wpdn.net
159 N. Wolcott St. Suite 400
Casper, WY 82601

June 18, 2020

To: Natrona County Development Department
Planning and Zoning Commission
200 North Center Street; Room 202
Casper, Wyoming 82601

Re: Variance Application

To Whom It May Concern:

Please accept this application packet, submitted on behalf of David and Alison McNulty, requesting variance for real property located at the corner of Engberg Road and 33 Mile Road.

SUMMARY OF APPLICATION

This Variance Application seeks permission from Natrona County to permit the owner of approximately 10 acres to sell 1.04 acres to a bordering property owner in order to alleviate an unnecessary hardship which was created when Engberg Road (County Road 124) was constructed outside of its originally intended boundary. In exchange for this variance, both property owners have agreed to grant Natrona County a new easement which permits Engberg Road to remain in its present location.

BACKGROUND OF PRESENT ISSUE

Mr. and Mrs. McNulty currently hold title to that certain real property located in Casper, Natrona County, Wyoming, which is more particularly described as:

**NATRONA COUNTY PARCEL NUMBER 34810240003600, S1/2 S1/2
S1/2 SE: 2-34-81; ALSO KNOWN AS:**

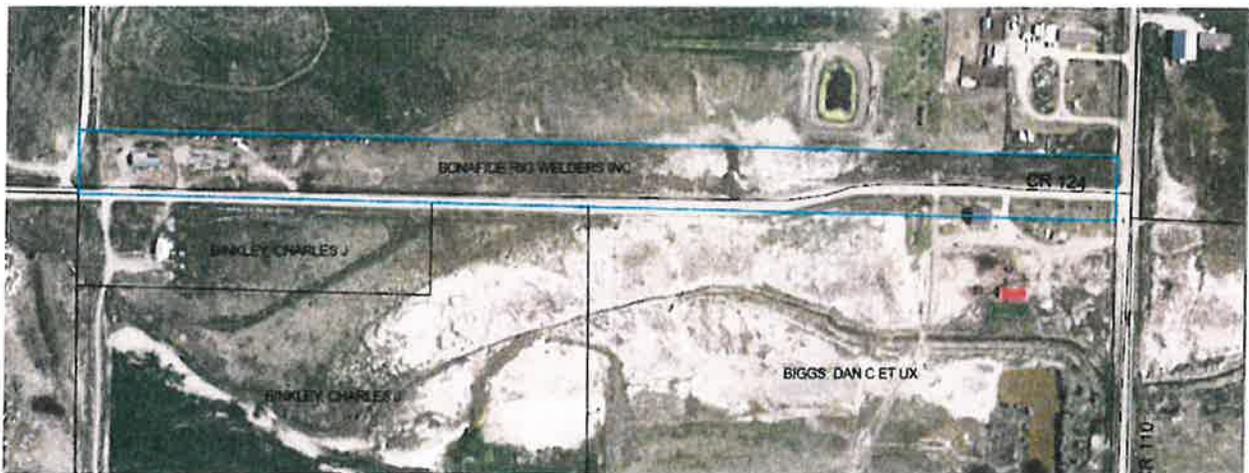
**A TRACT OF LAND SITUATED IN THE S1/2SE1/4 OF SECTION 2,
TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M.,
NATRONA COUNTY, WYOMING, BEING DESCRIBED AS
FOLLOWS:**

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE NORTHERLY ALONG THE EAST SECTION LINE OF SAID SECTION, A DISTANCE OF 165 FEET; THENCE WESTERLY A DISTANCE OF 160 RODS AND PARALLEL TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTHERLY A DISTANCE OF 165 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION; THENCE EASTERLY TO THE POINT OF BEGINNING.

(hereinafter referred to as the “Property”). This Property is comprised of ten (10) acres. Upon information and belief, the Property is presently zoned as Urban Agriculture, meaning that it is restricted to a minimum size of ten (10) acres.

Mr. and Mrs. McNulty’s ownership of the Property is evidenced in the public record by that certain Quitclaim Deed which was recorded with the Natrona County Clerk’s Office, on February 12, 2018, as Instrument No. 1043315. See **Exhibit 1**, attached hereto and incorporated herein by reference. Since acquisition of the Property, Mr. and Mrs. McNulty have also received a Warranty Deed. See **Exhibit 2**, attached hereto and incorporated herein by reference.

Generally, the Property is depicted within the outlined box as follows:



As detailed above, and relevant to this matter, Mr. and Mrs. Biggs’ real property borders the McNulty property to the south. The Biggs’ real property is comprised of approximately 120 acres and is also zoned for Urban Agriculture.

As displayed in the above photograph, the parties' real property is burdened by Engberg Road. At the time of its construction, Engberg Road was intended to split the section line of Sections 2 and 11 for a certain length and then merge north, with Section 2 comprising the southern boundary of the roadway easement until it met the intersection of 33 Mile Road. See **Exhibit 3**, attached hereto and incorporated herein by reference.

Unfortunately, Engberg Road, as constructed, lies farther north than was originally intended. This deviation effectively removed approximately 1.04 acres from the main body of the McNulty's real property. The original roadway easement is depicted in **Exhibit 4**, attached hereto and incorporated herein by reference, described as the easement "to be abandoned." A clearer depiction of the as-built roadway and easement are also provided in the last page of Exhibit 4.

As time commenced and development of the surrounding properties continued, it became evident that the segregated acreage was not feasible for use by the owner of the subject real property. Indeed, the ownership and use of the subject real property resulted in litigation between the two parties. It is the belief of the parties that, had Engberg Road been constructed within its original boundaries, the underlying issues and lawsuit would not be an issue.

In an effort to resolve the matter, Mr. and Mrs. McNulty have entered into an agreement to sell 1.04 acres of the segregated acreage to Mr. and Mrs. Biggs. This agreement was reached with counsel, advice and input from Mr. Eric Nelson and Mr. Mike Haigler, representing Natrona County. Both Mr. Nelson and Mr. Haigler have consented to provide their recommendation of approval regarding this matter.

As part of the sale and purchase agreement, both the McNultys and the Biggs have agreed to grant Natrona County a new right of way for Enberg Road in SESE, Sec 2, T34N, R81W, which will

allow Engberg Road to remain in place, where it is presently located, in accordance with the survey and descriptions as provided in Exhibit 4.

RESPONSES TO NATRONA COUNTY APPLICATION QUESTIONS

- 1. What are the exceptional circumstances and conditions applicable to your property such that a literal application of the zoning regulations would cause you an “unnecessary hardship”?**

As detailed above, Mr. and Mrs. McNulty’s real property is subject to an unnecessary hardship as it is (i) over-burdened and encroached-upon by Engberg Road and (ii) the awkward segregation of 1.04 acres makes it difficult to maintain and operate their real property as a single, harmonious, unit.

- 2. Please explain the unique circumstances of your hardship, and how these difficulties are different from your neighbors.**

As this is the only known location in which Engberg Road was constructed outside of its originally intended boundaries, this presents a circumstance which is unique to only the McNultys and the Biggs.

- 3. Will the variance authorize a use other than those uses specifically listed as permitted or conditional uses in your zoning district?**

It is the intention of both the McNultys and the Biggs to continue to utilize their respective properties only for the purposes as now being enjoyed and the authorization for any other uses is not being requested.

- 4. Will the variance result in a gain in use, service or income to a greater extent than available to other landowners in the vicinity?**

This requested variance will not result in a gain in use, service or income to the applicable parties.

- 5. Please explain how the variance is necessary in order to alleviate a proved hardship, rather than merely a convenience.**

The requested variance is necessary to alleviate a proven hardship and is not a mere convenience for the parties. Natrona County has long recognized that some action needed to be taken to correct the inaccurate records and construction associated with Engberg Road – that opportunity has now presented itself. In addition, the variance is necessary to alleviate the McNulty's hardship with presently being forced to protect, maintain and (potentially) fence two separate parcels, versus one contiguous parcel, as would have been provided had Engberg Road been constructed within its originally intended boundaries.

6. Will the variance impair the use of adjacent property or alter the character of the neighborhood?

Aside from permitting the McNultys to convey 1.04 acres (and retain 8.96 acres for current use and later conveyance), no other character of the neighborhood or surrounding properties will be affected.

Upon approval of Natrona County and closing of the anticipated sale, the McNulty's resulting parcel would be legally described as follows:

NATRONA COUNTY PARCEL NUMBER 34810240003600, S1/2 S1/2 S1/2 SE: 2-34-81; ALSO KNOWN AS:

A TRACT OF LAND SITUATED IN THE S1/2SE1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE NORTHERLY ALONG THE EAST SECTION LINE OF SAID SECTION, A DISTANCE OF 165 FEET; THENCE WESTERLY A DISTANCE OF 160 RODS AND PARALLEL TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTHERLY A DISTANCE OF 165 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION; THENCE EASTERLY TO THE POINT OF BEGINNING.

EXCLUDING THEREFROM A PARCEL LOCATED IN AND BEING A PORTION OF THE SE1/4SE1/4, SECTION 2, TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS



WILLIAMS PETERSON & NEUBERGER
WYOMING ATTORNEYS

FOLLOWS:

Beginning at the southeasterly corner of the Parcel being described and also the southeasterly corner of said SE1/4SE1/4, Section 2 and a point in the centerline of 33 Mile Road (County Road No. 110); thence from said Point of Beginning and along the southerly line of said Parcel and SE1/4SE1/4, Section 2, N.89°31'53"W., 948.84 feet to the most westerly corner of said Parcel and a point in and intersection with the southerly edge of the travel way (gravel) of Enberg Road (County Road No. 124); thence along the northerly line of said Parcel and said southerly edge of the travel way of Enberg Road and being parallel and perpendicular 12.5 feet southerly of the centerline of said Enberg Road and along the arc of a true curve to the left, having a radius of 787.50 feet and through a central angle of 4°47'22", northeasterly, 65.82 feet and the chord of which bears N.80°12'59"E., 65.81 feet to a point of tangency; thence N.77°49'18"E., 96.16 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 999.50 feet and through a central angle of 12°48'21", northeasterly, 223.39 feet and the chord of which bears N.84°13'28"E., 222.93 feet to a point of tangency; thence S.89°22'21"E., 567.41 feet to the northeasterly corner of said Parcel and a point in and intersection with the easterly line of said SE1/4SE1/4, Section 2 and centerline of said 33 Mile Road; thence along the easterly line of said Parcel and SE1/4SE1/4, Section 2 and centerline of said 33 Mile Road, S.0°48'53"E., 55.45 feet to the Point of Beginning and containing 1.04 acres,

Upon approval of Natrona County and closing of the anticipated sale, the Biggs' resulting parcel would be legally described as follows:

**NE4NE4, SE4NE4 AND SW4NE4, SECTION 11,
TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH
P.M., NATRONA COUNTY, WYOMING,**

**AND INCLUDING A PARCEL LOCATED IN AND BEING
A PORTION OF THE SE1/4SE1/4, SECTION 2,
TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, NATRONA COUNTY,
WYOMING AND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

Beginning at the southeasterly corner of the Parcel being described and also the southeasterly corner of said SE1/4SE1/4, Section 2 and a point in the centerline of 33 Mile Road (County Road No. 110); thence from said Point of Beginning and along the southerly line of said Parcel and SE1/4SE1/4, Section 2, N.89°31'53"W., 948.84 feet to the most westerly corner of said Parcel and a point in and intersection with the southerly edge of the travel way (gravel) of Enberg Road (County Road No. 124); thence along the northerly line of said Parcel and said southerly edge of the travel way of Enberg Road and being parallel and perpendicular 12.5 feet southerly of the centerline of said Enberg Road and along the arc of a true curve to the left, having a radius of 787.50 feet and through a central angle of 4°47'22", northeasterly, 55.82 feet and the chord of which bears N.80°12'59"E., 65.81 feet to a point of tangency; thence N.77°49'18"E., 96.16 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 999.50 feet and through a central angle of 12°48'21", northeasterly, 223.39 feet and the chord of which bears N.84°13'28"E., 222.93 feet to a point of tangency; thence S.89°22'21"E., 567.41 feet to the northeasterly corner of said Parcel and a point in and intersection with the easterly line of said SE1/4SE1/4, Section 2 and centerline of said 33 Mile Road; thence along the easterly line of said Parcel and SE1/4SE1/4, Section 2 and centerline of said 33 Mile Road, S.0°48'53"E., 55.45 feet to the Point of Beginning and containing 1.04 acres,

The believed names and addresses of adjacent landowners are as follows:

Todd Shaw, Et. Ux.

6270 Thirty Three Mile Road
Casper, WY 82604

Brody Allen

6255 Thirty Three Mile Road
Casper, WY 82604

Christopher Biggs, Et. Ux.

6101 Thirty Three Mile Road
Casper, WY 82604



WILLIAMS PORTER DAY & NEVILLE PC
Attorneys at Law

Christopher Heyer, Et. Ux.
11747 W Enberg Road
Thirty Three Mile Road

Kelli Griffith
Box 574
Mills, WY 82644

Wherefore, the owner respectfully requests that Natrona County permit this variance and/or exception to the current rules and regulations associated with the minimum conveyance requirements, permit the owner to convey the 1.04 acres to the Biggs, permit the parties to execute the necessary instruments to correct the easement for Engberg Road, and permit the parties to fully close upon the contemplated transaction. The requested variance and/or exception will not be detrimental to the public goals of the County Development Plan. Nor will the request impair the intent and/or purposes of the current rules and regulations. In the event that additional information is required, the parties would be glad to provide any relevant information.

Respectfully submitted this 18th day of June, 2020.

Signed: David McNulty
David McNulty

Signed: Alison McNulty
Alison McNulty

Approved as to form:

Ryan L. Ford

By: Ryan L. Ford
Williams, Porter, Day & Neville, PC
Counsel for Mr. and Mrs. McNulty



WILLIAM P. BURDICK & SMITH LLC
By *ings* / *Inc*

Signed: *Danny Biggs*
Danny Biggs

Signed: *Ann Biggs*
Ann Biggs

Approved as to form:

Keith Nachbar *10/18/20*

By: Keith Nachbar
Keith R. Nachbar, P.C.
Counsel for Mr. and Mrs. Biggs

Exhibit 1

Quitclaim Deeds to Mr. McNulty and Mrs. McNulty

Supporting the Variance Application of:

David and Alison McNulty

Regarding: Parcel No. 4810240003600; S1/2 S1/2 S1/2 SE: 2-34-81

QUIT CLAIM DEED

THIS DEED, made and entered into this 31st day of January, 2018, by and between Andrea B Ventura, Manager, Civil Enforcement Advice and Support Operations (CEASO), on behalf of the Director, CEASO Field Collection Operations of the Internal Revenue Service a duly authorized agent of the United States of America, grantor, and David McNulty, grantee.

WHEREAS, the real estate to be conveyed herein was seized from Bonafide Rig Welders Inc., for nonpayment of taxes which were duly assessed and remained unpaid for more than ten days after notice and demand for payment had been served upon Bonafide rig Welders Inc..

AND WHEREAS, said property was declared purchased for the United States as provided by Sections 6331 – 6335 of the Internal Revenue Code (Title 26 of the United States Code) at a public sale held on June 27, 2017.

Andrea B Ventura, Manager, CEASO, whose Official address is 1999 Broadway, City or Town of Denver, County of Denver and State of Colorado, for consideration of \$5,250.00 dollars, in hand paid, hereby sells and quitclaims to David McNulty whose street address is 3820 Alpine Dr., City or Town of Casper, WY 82601; the following real property in the County of Natrona and State of WY, to wit:

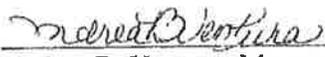
Natrona County Parcel Number 34810240003600, S1/2 S1/2 S1/2 SE: 2-34-81

Also known as:

A TRACT OF LAND SITUATED IN THE S1/2SE1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTHERLY ALONG THE EAST SECTION LINE OF SAID SECTION, A DISTANCE OF 165 FEET; THENCE WESTERLY A DISTANCE OF 160 RODS AND PARALLEL TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTHERLY A DISTANCE OF 165 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION; THENCE EASTERLY TO THE POINT OF BEGINNING.

Signed this 31st day of January 2018.


Andrea B. Ventura, Manager, CEASO

State of Colorado, County of Denver

On this 31st day of ~~JANUARY~~ 2018, before me, the undersigned officer, Andrea B. Ventura personally appeared, known to me to be the person whose name is subscribed to within the instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Satinder P. Arora
Notary

SATINDER P. ARORA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024027935
MY COMMISSION EXPIRES AUGUST 23, 2018

My Commission Expires _____

1043315

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That David M^cNulty

grantor _____, of the County of Natrona, State of Wyoming
for the consideration of 500

DOLLARS

in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY(S) and QUITCLAIM(S) to
David M^cNulty & Alison M^cNulty,
Husband & Wife

all interest in the following described real property, situate in the County of _____
in the State of Wyoming, to-wit:

Natrona County Parcel Number 34810240003600, S1/2 S1/2 S1/2
SE: 2-34-81

Also known as:

A TRACT OF LAND SITUATED IN THE S1/2SE1/4 OF SECTION 2,
TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M., NATRONA
COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID SECTION
2; THENCE NORTHERLY ALONG THE EAST SECTION LINE OF SAID
SECTION, A DISTANCE OF 165 FEET; THENCE WESTERLY A DISTANCE OF
160 RODS AND PARALLEL TO THE SOUTH LINE OF SAID SECTION;
THENCE SOUTHERLY A DISTANCE OF 165 FEET TO THE SOUTHWEST
CORNER OF THE SE1/4 OF SAID SECTION; THENCE EASTERLY TO THE
POINT OF BEGINNING.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 12 day of February, 2018.

David M. McNulty

DOLLARS

in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY(S) and QUITCLAIM(S) to

David M^cNulty & Alison M^cNulty,
Husband & Wife

all interest in the following described real property, situate in the County of

In the State of Wyoming, to-wit:

Natrona County Parcel Number 34810240003600, s1/2 s1/2 s1/2
SE: 2-34-81.

Also Known as:

A TRACT OF LAND SITUATED IN THE S1/2SE1/4 OF SECTION 2,
TOWNSHIP 34 NORTH, RANGE 81 WEST OF THE 6TH P.M., NATRONA
COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID SECTION
2; THENCE NORTHERLY ALONG THE EAST SECTION LINE OF SAID
SECTION, A DISTANCE OF 165 FEET; THENCE WESTERLY A DISTANCE OF
160 RODS AND PARALLEL TO THE SOUTH LINE OF SAID SECTION;
THENCE SOUTHERLY A DISTANCE OF 165 FEET TO THE SOUTHWEST
CORNER OF THE SE1/4 OF SAID SECTION; THENCE EASTERLY TO THE
POINT OF BEGINNING.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 12 day of February, 2018.

David M. McNulty

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me by

David McNulty

this 12th day of February, 2018

Witness my hand and official seal.

Cindy Kopperud

Notary Public

My commission Expires: 8/28/2021



Exhibit 2

Warranty Deed to Mr. McNulty and Mrs. McNulty

Supporting the Variance Application of:

David and Alison McNulty

Regarding: Parcel No. 4810240003600; S1/2 S1/2 S1/2 SE: 2-34-81

Prepared for Summit Title Services
By or under the supervision of:
P. Olen Snider, Jr., Esq.
Summit Title Services
525 Randall Avenue, Suite 101
Cheyenne, WY 82001

WARRANTY DEED

BONAFIDE RIG WELDERS, INC., A WYOMING CORPORATION (the "Grantor"), having its principal place of business in Natrona County in the State of Wyoming, for and in consideration of the sum of Ten Dollars (\$10) in hand paid and other good and valuable consideration, does hereby GRANT, CONVEY AND WARRANT unto

DAVID MCNULTY AND ALISON MCNULTY, A MARRIED COUPLE (the "Grantee"), residing at _____, all of the following described real estate situate in Natrona County, Wyoming, to wit:

The South half of the South half of the South half of the Southeast quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ SE) in Section 2, Township 34 North, Range 81 West of the 6th Principal Meridian, Natrona County, Wyoming.

Also known as: A tract of land situated in the South half of the Southeast quarter (S $\frac{1}{2}$ SE) of Section 2, Township 34 North, Range 81 West of the 6th Principal Meridian, Natrona County, Wyoming, as being described as follows:

Commencing at a point at the Southeast corner of said Section 2; thence Northerly along the East section line of said section, a distance of 165 feet; thence Westerly a distance of 2640 feet and parallel to the South line of said section; thence Southerly a distance of 165 feet to the Southwest corner of the Southeast quarter (SE $\frac{1}{4}$) of said section; thence Easterly 2640 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, rights, privileges, hereditaments, and appurtenances thereunto belonging or in any wise appertaining thereto, and all improvements affixed thereto, TO HAVE AND TO HOLD the herein-described property unto the Grantee, and the Grantee's heirs and assigns, in fee simple, forever, as tenants by the entirety, SUBJECT TO all patents, easements, rights of way, reservations, covenants, conditions, restrictions, and prior recorded leases, assignment, deeds, and other conveyances or transfers of record of all or any part of the mineral estate and all ad valorem property taxes levied upon the subject property from and after the date hereof.

AND the Grantor, for itself and for its successors, assigns, heirs and personal representatives, covenants that at the time of the making and delivery of this Warranty Deed it was lawfully seized of an indefeasible estate in fee simple in and to the premises herein described and had good right and power to convey the same; that the same were then free from all encumbrances; and that it warrants to the Grantee, and the Grantee's heirs and assigns, the quiet and peaceful possession of such premises, and will defend the title thereto against all persons who may lawfully claim the same.

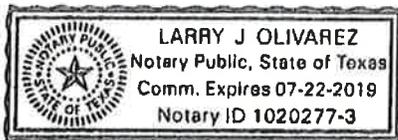
AS WITNESS the hand of the duly authorized agent of the Grantor on this 9 day of May, 2018.

BONAFIDE RIG WELDERS, INC., A WYOMING CORPORATION

By: Roy Charping
Roy Charping, Registered Agent for
Bonafide Rig Welders Inc., a Wyoming Corporation

STATE OF Texas
COUNTY OF Brazoria

This instrument was acknowledged before me on this 9 day of May, 2018, by Roy Charping, the Registered Agent of **BONAFIDE RIG WELDERS, INC., A WYOMING CORPORATION**.



L. Olivarez
Notary Public
My Commission Expires: 7-22-19

Exhibit 3

Historic Engberg Road Documentation

Supporting the Variance Application of:

David and Alison McNulty

Regarding: Parcel No. 4810240003600; S1/2 S1/2 S1/2 SE: 2-34-81

RECORDED July 11 1985 AT 2:12 O'CLOCK PM
INSTRUMENT NO. 391451
JOHN J. TOBIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS, NATRONA COUNTY, WYOMING

RESOLUTION NO. 771-16-85

WHEREAS, the County has approximately 1,200 miles of County roads, and

WHEREAS, the records of some of the County roads are not recorded in the land records of the County Clerk and Ex-Officio Recorder of Deeds, although they have always been in the roads records maintained by the Natrona County Clerk, the Board of County Commissioners, the County Surveyor and in the County Road and Bridge Superintendent, and

WHEREAS, the Board of County Commissioners heretofore found and determined by Resolution adopted the 17th day of January, 1984, (Book 17, Board of County Commissioners' Minutes, page 22) that it is in the public interest that all these records be consolidated and placed of record in the land records of the County Clerk, and

WHEREAS, a consolidated record of all of the presently known county road records pertaining to County Road #124, Engberg Road have been prepared

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Natrona County, Wyoming as follows:

1. The consolidated road records of County Road #124, Engberg Road are hereby authorized to be placed of record in the land records of the Natrona County Clerk and Ex-Officio Recorder of Deeds.
2. The County Clerk is authorized and requested to cooperate in the recording process.

PASSED, APPROVED AND ADOPTED THIS 18 day of June, 1985. (Book 18, Board of County Commissioners' Minutes, page 310)

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

BY: Arthur C. Volk
Arthur C. Volk, Chairman



ATTEST:
John J. Tobin
John J. Tobin, County Clerk

My Term of Office Expires _____ DEPUTY COUNTY CLERK



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
CASPER DISTRICT OFFICE
951 Rancho Road
Casper, Wyoming 82601

Copy
IN REPLY REFER TO

2800/W-86233

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

MAY 3, 1984

Gentlemen:

This letter will acknowledge receipt of the Resolution and County Road maps submitted to this office for notation of the land status records. Serial number W-86233 has been assigned to the case and future correspondence on this matter should refer to serial number W-86233.

The subject roads were constructed and the right-of-way granted under authority of R.S. 2477 (repealed October 21, 1976). The right-of-way is for perpetual public use as a roadway. In accordance with 43 CFR 2802.5(b), the existing roads will be noted on the Bureau of Land Management land status records.

Sincerely,

Platte River Resource Area Manager

COUNTY ROAD # 124

ENGBERG ROAD

road name

METHOD OF INITIATION : RESOLUTION Book 9 Page 591 Date 12/10/53

VIEWER APPOINTED Book _____ Page _____ Date _____

VIEWER'S REPORT Book _____ Page _____ Date _____

SURVEY ORDERED Book _____ Page _____ Date _____

APPRAISERS _____ Book 9 Page 598 Date 2/8/54

SURVEY & FIELD NOTES ACCEPTED Book _____ Page _____ Date _____

LEGALLY ADVERTISED Book 9 Page 591 Date 12/16/53

ROAD ESTABLISHED Book 9 Page 606 Date 5/10/54

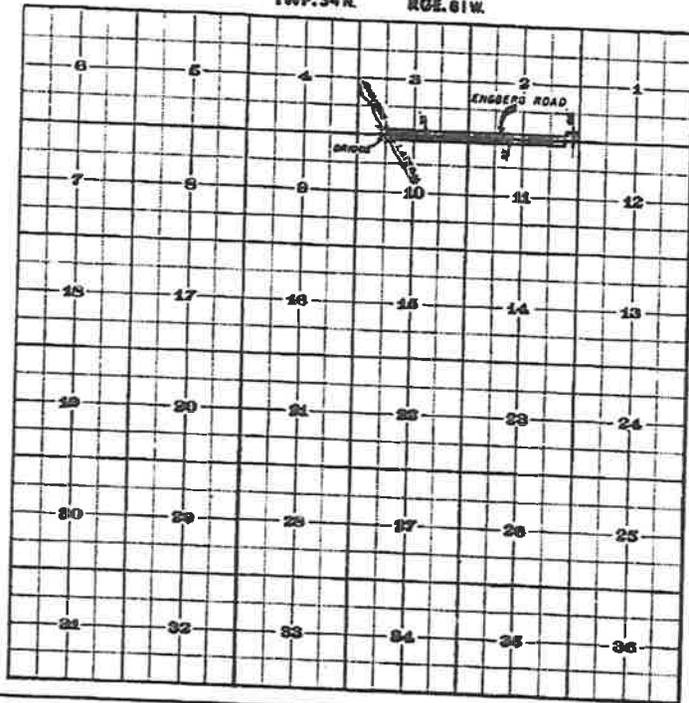
COMMISSIONERS _____ Book _____ Page _____ Date _____

REMARKS- U.S.B.R. GROUP
SECTIONS 2, 3, 10, 11 T. 34 N., R. 81 W.

Natrona County Road Record
 BEN R. LINDSEY, COUNTY SURVEYOR
 TWP. 34 N. RGE. 61 W.

Sheet No. 1 of 1

ENGBERG¹²⁴ ROAD



Field Notes

| Station | Subwidth | True Bearing | Magnetic Bearing | Distance | Remarks |
|---------|----------|--------------|------------------|----------|---------|
|---------|----------|--------------|------------------|----------|---------|

A 66 foot right of way for road starting at corner common to sections 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and running west along the south boundary of and completely within the 24' of section 11, 2' for a distance of 660 feet, thence a 66 foot right of way, continuing west as a section line road, 33 feet on either and both sides of section line common to 11, 12, for a distance of 1 1/2 miles and terminating at the west end of a bridge over Jackson Canal or lateral, and point being near the N.W. cor. common to sections 27, 28, 29, 30, E. 1/4 Sec. 27.

A part of U.S.D.M. Road System and formerly designated as 2K.

391451 PAGE 5 OF 18 PAGES

AFFIDAVIT AFFECTING TITLE

COMES NOW H. L. Worthington and being first duly sworn,
deposes and states:

1. That he has been since 1972 and is now the duly
appointed County Surveyor for Natrona County, Wyoming.

2. That in such capacity he has become familiar with
certain matters affecting the official County roads in Natrona
County, Wyoming.

3. That attached hereto and by this reference incorporated
herein are the following documents relative to County road number
124, also known as Engburg Road.

- a. Summary sheet showing the width, location by
Congressional subdivision and history of
establishment of such road;
- b. Engineering drawing or survey plat showing the
location of such road within the various
Congressional subdivisions;
- c. Resolution of the Board of County Commissioners of
Natrona County, Wyoming authorizing the making of
this Affidavit and placing it of record in the
Office of the County Clerk, an ex-officio recorder
of deed for Natrona County, Wyoming.

4. That as of this date, Natrona County, Wyoming is
lawfully possessed of the roads described herein.

5. That the facts and matters contained herein and in the
attached exhibits are true to the best information and belief of
Affiant.

DATED this 6th day of JUNE, 1984.


H. L. Worthington

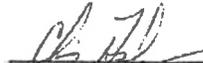
VERIFICATION

H. L. Worthington, being first duly sworn, deposes and says; he is the Affiant in the above-entitled matter; he has read the contents of the same and knows the statements therein are true and correct as he verily believes.


H. L. Worthington

Subscribed and sworn to before me by H. L. Worthington
this 6th day of June, 1984.




Notary Public

COUNTY ROAD NUMBER: 124

NAME OF ROAD: Engburg Road

DOCUMENTS AVAILABLE:

Official County Road Plat Book

Resolution Accepting The Kendrick Project Roads - Instrument No. 126789

COMPILED ROAD RECORD FILES

OFFICE OF THE NATRONA COUNTY BOARD OF COMMISSIONERS AND OFFICE OF THE NATRONA COUNTY SURVEYOR AND ENGINEER.

CROSS REFERENCE DATA:

Official Minutes, Commissioners Proceedings

County Surveyors' Road Plat Book

County Clerk's Land Records

1983-84 Report on Status of County Roads

COUNTY ROAD NAME

ENG BURG

Segment

Segment

COUNTY ROAD NUMBER

C.R. No. 124

RIGHT-OF-WAY WIDTHS

66'

CONTENTS

TRACE DOCUMENT

X

PETITION OF OWNERS

X

AFFIDAVIT OF COUNTY SURVEYOR

X

COMMISSIONERS MINUTES

X

SURVEY PLATS

X

ADVERTISEMENTS

EASEMENTS AND DEEDS

GENERAL CORRESPONDENCE

X

CONTRACTS

MAY 18, 1982

The Commissioners received a petition concerning the extension of Engberg Road, County Road #124. The petitioners, Mr. & Mrs. Carlsen, Mr. & Mrs. Jensen, and Mr. & Mrs. Evans, request that this road be maintained by the County to the Johnson Lateral. They agree to improve the road from the point at which the County does not maintain it to the Johnson Lateral. The County agreed to maintain the road throughout its length to the east side of the Johnson Lateral.

Chairman Schulte opened the public hearing concerning the proposed transfer of funds which had been properly advertised. There being no persons present to speak for or against this transfer of funds, the hearing was closed. The transfer was approved on a motion by Commissioner Fowler, seconded by Commissioner Park, Motion carried.

RESOLUTION
55 - 2 - 82

WHEREAS, certain offices and department of Natrona County will have exhausted their appropriations for the budget period and fiscal year ending June 30, 1982 and will require additional funds to cover the operational expenses for the said period, and

WHEREAS, it is deemed necessary to make transfers to those offices and departments requiring additional funds, and

WHEREAS, no protests were received regarding such transfer,

NOW, THEREFORE, in consideration of the premises, be it resolved that the transfer of \$ 500,000.00 from Unanticipated Revenue & Cash Reserve be approved and set over to the account of the departments named, as follows:

18 Flood Account \$ 500,000.00

Engberg Road

Transfer of Funds

Natrona County Commissioners

We the undersigned hereby petition to dedicate to the County an existing road, which will be improved by Roadowner, which is an extension of The Engberg County Road #124. The dedicated extension to be 33 feet to the North and 33 feet to the South sides of Section 10 (T-34-N. R-81-W) line for approximately 1 mile more or less up to Johnson Canal lateral.

Carl M. Calan 4/28/82
SIGNED DATE

Mike Jensen 5/2/82
SIGNED DATE

Carolyn Carlson 4/28/82
SIGNED DATE

Stevendy Jensen 5/2/82
SIGNED DATE

Sheryl K. Evans 5/2/82
SIGNED DATE

Margaret A. Evans 5/2/82
SIGNED DATE

DALE and GUSLUXY JENSEN HOME PHONE 235-3356
6030 RADEWILLE RT GUSLUXY OFFICE 266-1077
CASPER, WY 82604

Lot 22 Blk 2, Community Park
 Lts 21,22,23 Blk 6, Midwest Add.
 Lot 35, Kenwood
 Lts 5,6,7,8 Blk 26, Mills
 Lot 17 Blk 35, Butler
 1/2 of Lots 1 & 2 Blk 154
 S40' of 4 & 5 Blk 15, Butler
 Lot 9 Blk 21, Mills

| | |
|--------------------|-------|
| A. B. Chapman | 25.00 |
| Dover Drilling Co. | 35.00 |
| Arthur C. Krueger | 25.00 |
| C. A. Davis | 40.00 |
| W. Mack Davis | 4.15 |
| Mrs. Hugh Duncan | 50.00 |
| J. E. Scott | 30.50 |
| W. W. Hunt | 25.00 |

The Board adjourned.

Carl Thomason CLERK

E. J. Reid CHAIRMAN

STATE OF WYOMING)
) SS
 COUNTY OF NATRONA)

Office of County Clerk

March 16, 1937

The Board of County Commissioners met, there being present E.J. Reid, D.C. McClellan and Henry C. Posey, commissioners, and Carl Thomason, Clerk.

Engberg A petition signed by sixteen Tax payers asking for grading and improving of 1 1/2 mile road on section line to Engberg ranch, was received and held for further consideration.

The opening of sealed bids for purchase of road equipment was postponed on recommendation of Commissioner Henry C. Posey because of the financial condition of the County.

It was mutually agreed that work on the mountain road be discontinued.

Claims were audited, approved, allowed and Certificates of Indebtedness issued:

| | | |
|--------------|------------------|---------|
| Nick Maragos | Rent (P.&P.) | \$16.00 |
| Art Miller | Services (R.&B.) | 58.75 |

Total amount of Warrants & Certificates of Indebtedness issued this month to date, ---\$25,472.30

Total amount of Warrants & Certificates of Indebtedness issued this year to date, ---\$138,967.53

The Board adjourned.

Carl Thomason CLERK

E. J. Reid CHAIRMAN

391451 PAGE 12 OF 18 PAGES
Book 8

Page 202

R E S O L U T I O N

WHEREAS, the U. S. BUREAU OF RECLAMATION, to facilitate construction, maintenance and operation of the KENNEDICK PROJECT, has accomplished the improvement of the following-described groups of roads in Natrona County, Wyoming,

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING, in session this 10th day of Dec, 1953, does hereby resolve that these roads shall be established as County Roads, and that the date of JANUARY 4th, 1954 be scheduled as date for hearing of any objections to such road establishment, with legal notice of this date to be published in a local newspaper:

All roads to have a right of way width of 66 ft., unless otherwise specified in the following description, the center line of such right of way to run as follows:

Along the south $\frac{1}{2}$ of the west boundary of Sec.18; west boundary of Secs.19, 30 and 31; diagonally across SW $\frac{1}{4}$ Sec.31, and along the south boundary of Secs. 31, 32 and the west $\frac{1}{2}$ of Sec.33, all in T 36 N. R 30 W., to a terminus at the C.A NW.RY tracks near Cadoma and Bishop;

Along the west boundary of, and south boundary of the east $\frac{1}{4}$ of, Sec.5; west boundary of Sec.8; south boundary of Sec.7; west boundary of south $\frac{1}{2}$, east boundary of south $\frac{3}{4}$, and entire south boundary of Sec.28; west boundary of Sec.33; west boundary of Sec.33; south boundary of Secs.31, 32, 33, 34 and that portion of 33 lying west of STATE HIGHWAY US 20 (Platte Pipeline Co. pumping station), all in T 34 N., R 30 W.;

Along the north and west boundaries of Sec.36 (in a right of way width of 100 ft., for stock trail use); south boundary of Sec.36; south, west and north boundaries of Sec.35; south and east boundaries of Sec. 34; north boundary of the east $\frac{3}{4}$ of Sec.34; west boundary of the south $\frac{1}{2}$ of Sec.27; and south boundary of the east $\frac{1}{2}$ of Sec.33, all in T 35 N., R 31 W.;

Along the west boundary of Secs.1, 12, 13, 24, 25 and 26 (in a right of way width of 100 ft., for stock trail use); south boundary of Sec.12; south boundary of Sec. 2 and east $\frac{3}{4}$ of Sec.3; south boundary of Secs.14 and 15; south boundary of Sec.20 south of STATE HIGHWAY U.S. 20; south boundary of east $\frac{1}{2}$ of Sec.18;

south boundary of Sec.38 and east 3/4 of Sec.34 (in a right of way width of 100 ft., for stock trail use, for stock trail use); south boundary of Sec.34 and east 1/2 of Sec.35, all in T 34 N., R 81 W.;

Along east boundary of Sec.8 and north 1/2 of Sec.8; west boundary of Sec.8 and north 3/4 of Sec.8, all in T 33 N., R 80 W.;

Along west boundary of north 1/2 of Sec.1; east boundary of north 1/3 of Sec.24; east boundary of south 2/3 of Sec.27; a route diagonally across NE 1/4 NE 1/4 Sec.27; north boundary of west 3/4 of Sec.27; east boundary of north 3/4 of Sec.33; east boundary of north 3/4 of Sec.28; east boundary of Sec.21, from southeast corner of Sec.21 to irrigation lateral near southeast corner of NE 1/4 NE 1/4 Sec. 21, thence northerly adjacent to west edge of irrigation lateral, through Secs.21, 22, 18 and 15, to a junction with the OREGON TRAIL at north boundary of Sec. 16; north and west boundaries of Sec.33; west boundary of Sec.25; south and west boundaries of Sec.20; that portion of west boundary of Sec.17 lying south of OREGON TRAIL, all in T 33 N., R 81 W.;

Along north boundary of Sec.4; north and west boundaries of Sec.8; west boundary of Sec.8, from the northwest corner of Sec.8 to a junction with Masmas Lee Road; south boundary of west 1/2 Sec.7, all in T 32 N., R 81 W.;

Along all four boundaries of Sec.12; a route beginning at the center of Sec.14 and running south along center line of Secs.14 & 23 to irrigation lateral (in a right of way width of 100 ft., for stock trail use); thence easterly along north boundary of SE 1/4 Sec.23, and southeast by east through south edge of Sec.24 and northeast corner of Sec.25, to a point on the east boundary of NE 1/4 NE 1/4 Sec.25, all in T 32 N., R 82 W.

Thence continuing southeast by east through NE 1/4 NW 1/4 Sec.20, along south boundary of NE 1/4 Sec.20 and NE 1/4 Sec.20, to a terminus at southeast corner of Sec.20, all in T 32 N., R 81 W.;

A route leaving State Highway US 20 in NE 1/4 Sec.26, running north to northeast corner of NW 1/4 NW 1/4 Sec.26, thence west along north boundary of Secs.26 & 27; south along west boundary of Sec.27; east along south boundary of SW 1/4 Sec.27, and southeasterly through NE 1/4 Sec.24, to a junction with STATE HIGHWAY US 20 near E 1/2 Cor. Sec.24, all in T 31 N., R 82 W.

(Resolution, estab. roads) p. 3

A route designated as ALCOVA SHORE LINE DRIVE, situate in T₂₉ & 30 N., R 83 W., having a right of way width of 100 ft., the center line of said right of way being described as follows:

The initial point is the junction of said route with STATE HIGHWAY WYO 280, at approximately the center of NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22;

Running thence southeasterly through the east half of Sec. 22 to a point on the east boundary of Sec. 22 to a point on the east boundary of Sec. 22, which point lies North approximately 700 ft. from the southeast corner thereof;

Thence southeasterly through SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 23, and southeasterly through NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 26, and southwesterly through SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 26, to the west boundary of Sec. 26, approximately at the $\frac{1}{2}$ Cor. common to Secs. 26 & 27;

Thence in a route following the northerly and westerly shore line of ALCOVA LAKE, running southwesterly through SE $\frac{1}{4}$ Sec. 27; southwesterly through NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34; northwesterly through NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 34; northwesterly through SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 27; looping through E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 28, to a point on the south boundary of Sec. 28, distant West approximately 800 ft. from the southeast corner thereof;

Thence southerly through the E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 33; southeasterly across the southwest corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 34, all in T 30 N., R 83 W.;

Thence southerly through NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 3, T 29 N., R 83 W., to a terminus situate approximately South 800 ft. and East approximately 200 ft. from the northwest corner of said Sec. 3, which terminus is on the left-hand or northerly brow of FRENCH CANYON, at the point of outlet of the canyon into ALCOVA LAKE.

In evidence of this action, witness our hand this 10th day of Dec.,

1953

Witness:

Carl Thomson
Carl Thomson,
County Clerk

Fremont Nichols
Fremont Nichols, Chairman of the
Board of County Commissioners
of Natrona County, Wyoming

APPROVED

and adopted

Everett C. Fuller
Everett C. Fuller



NATRONA COUNTY ENGINEER

DRAWER 848

MILLS, WYOMING 82644
PHONE: 235-9273

DONALD HORTON
County Engineer

2/8/82

Memo To: Office of the Natrona County Board of Commissioners

From: Donald R. Horton - Natrona County Engineer

Subject: Status of Certain Numbered County Roads

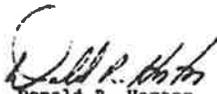
Summary:

It has been brought to my attention that the files of the Board of County Commissioners pertaining to certain numbered County Roads are now void of any documents.

These Roads are in the Official County Road Plat Books with certain documents held by others.

Recommendation:

- 1-That a copy of this memo be placed in each of these files for cross reference purposes.
- 2-That the applicable documents be copied and placed in these certain files.


Donald R. Horton
County Engineer

ENGBERG ROAD

Field Notes

| Station | Azimuth | True Bearing | Magnetic Bearing | Distance | Remarks |
|---------|---------|--------------|------------------|----------|---------|
|---------|---------|--------------|------------------|----------|---------|

A 66 foot Right-of-Way for road starting at corner common to sections $\frac{211}{1112}$ T.54N, R.81W, and running west along the south boundary of and completely within the $S\frac{1}{2}$ of $S\frac{1}{2}$ of Sec. 2 for a distance of 660 feet, thence a 66 foot right-of-way. Continuing west as a section line road, 33 feet on either and both sides of section Line common to $\frac{211}{1112}$ for a distance of $1\frac{1}{2}$ miles and terminating at the east end of a bridge over Johnson Canal or Lateral, said point being near the the SW $\frac{1}{4}$ cor. common to sections $\frac{211}{1112}$ T.54N, R.81W.

A unit of U.S.B.R. Road System and formerly designated as 5N.

53-353

10-29-

353

1928

Deed Record--Homestead Patent.

205358

Complete

No.

PATENT

UNITED STATES
TO

CLARENCE P. ENGBERG,

Filed for Record Oct. 29 19 28

at 2:15 o'clock P. M.

IRENE SNYDER,

County Clerk Natrona
XXIXXX

The United States of America

to all to whom these presents shall come. Greeting:

Whereas, a certificate of the Register of the Land Office at

Douglas 013448 and 017514 4-1007

has been deposited in the GENERAL LAND OFFICE

whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Clarence P. Engberg, has been established and duly consummated, in conformity to law, for the

south half of Section two and the lot four, the southwest quarter of the northwest quarter and the west half of the southwest quarter of section one in township thirty-four north of range eighty-one west of the Sixth principal meridian, Wyoming, containing four hundred seventy-nine and fifty-seven hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor General:

Now Know Ye, That there is, therefore, granted by the United States unto the said claimant, the tract of Land above described:

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant, and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862).

In Testimony Whereof, I, Warren G. Harding, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand at the City of Washington, the eleventh day of April in the year of our Lord One Thousand Nine Hundred and twenty-two

and of the Independence of the United States the One Hundred and FORTY-SIXTH

By the President: WARREN G. HARDING,

By VIOLA B. PUGH, Secretary.

Recorded: Patent Number M. P. LeROY, Recorder of the General Land Office. 858289

STATE OF WYOMING, } as. This instrument was filed for record on Oct. 29, 1928
County of Natrona, } at 2:15 o'clock P.M., on
XXXXXX, and duly recorded in Book 58 of Deeds, page 353

IRENE SNYDER,

County Clerk.

By

Deputy.



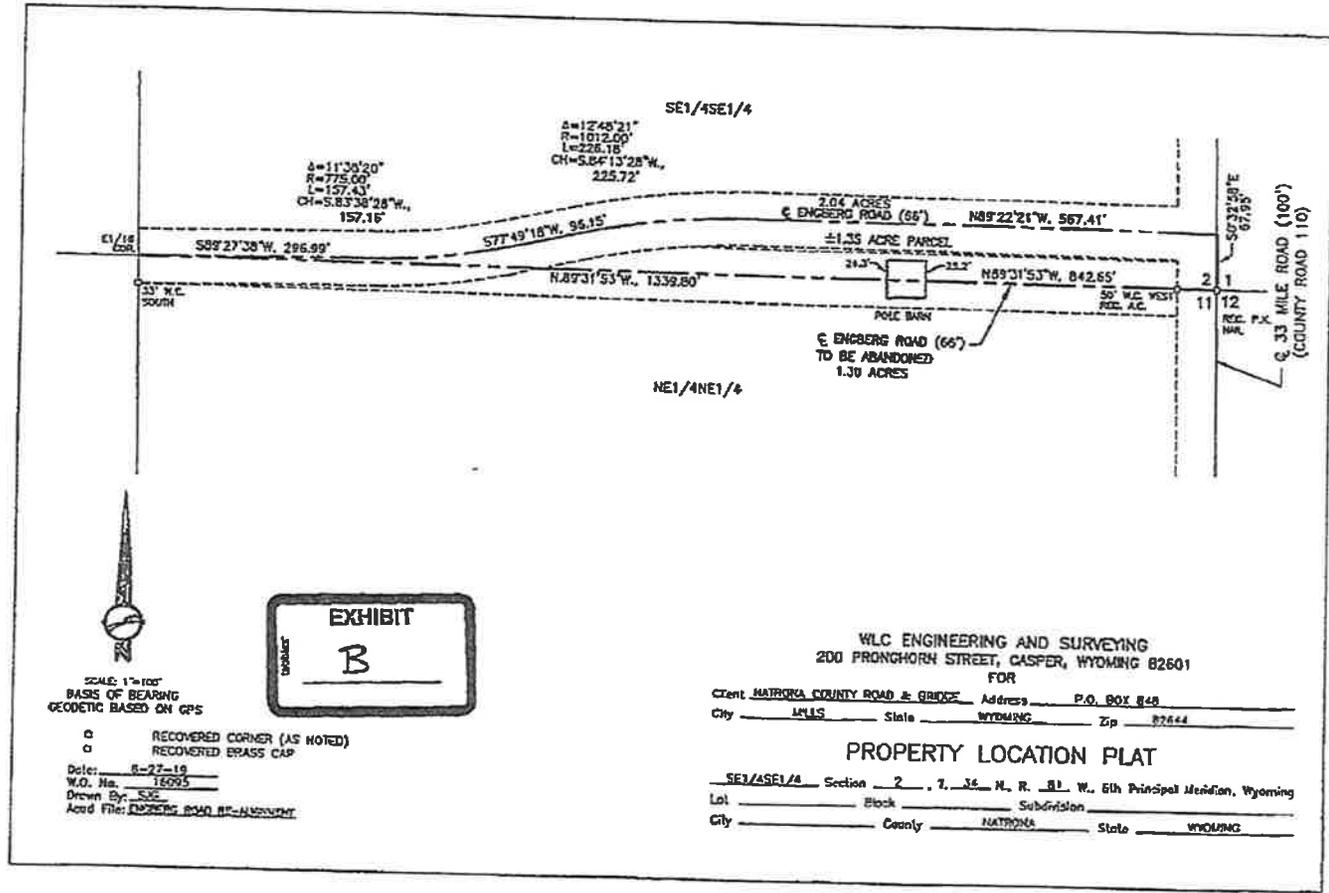
Exhibit 4

Plat Regarding Engberg Road

Supporting the Variance Application of:

David and Alison McNulty

Regarding: Parcel No. 4810240003600; S1/2 S1/2 S1/2 SE: 2-34-81





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

June 27, 2019

Natrona County Road & Bridge
Attn.: Mike Haigler
P.O. Box 848
Mills, WY 82644

W.O. No.: 16095-05

Description: (Existing Engberg Road Alignment – 2.04 Acres)

A Parcel and Strip being 66 feet in width located in and through a portions of the SE1/4SE1/4, Section 2 and NE1/4NE1/4, Section 11, Township 34 North, Range 81 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 33 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the easterly end of the centerline of the Parcel and Strip being described and a point in the centerline of 33 Mile Road and the easterly line of said SE1/4SE1/4, Section 2 and from which point the southeasterly corner of said SE1/4SE1/4, Section 2 bears S.0°32'58"E., 67.95 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip and into said SE1/4SE1/4, Section 2, and along the centerline of the existing Engberg Road, N.89°22'21"W., 567.41 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 1012.00 feet and through a central angle of 12°48'21", southwesterly, 226.18 feet and the chord of which bears S.84°13'28"W., 225.72 feet to a point of tangency; thence S.77°49'18"W., 96.15 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 775.00 feet and through a central angle of 11°38'20", southwesterly, 157.43 feet and the chord of which bears S.83°38'28"W., 157.16 feet to a point of tangency; thence S.89°27'38"W., 296.99 feet to the westerly end of said centerline and southwesterly corner of said SE1/4SE1/4, Section 2 and the Point of Terminus, said Parcel and Strip containing 2.04 acres, more or less, as set forth by the exhibit attached and made a part hereof.

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



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

June 27, 2019

Natrona County Road & Bridge
Attn.: Mike Haigler
P.O. Box 848
Mills, WY 82644

W.O. No.: 16095-05

Description: (Abandoned Engberg Road Alignment – 1.30 Acres)

A Parcel and Strip being 66 feet in width located in and through a portions of the SE1/4SE1/4, Section 2 and NE1/4NE1/4, Section 11, Township 34 North, Range 81 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 33 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the easterly end of the centerline of the Parcel and Strip being described and a point in the centerline of 33 Mile Road and the southeasterly corner of said SE1/4SE1/4, Section 2 and northeasterly corner of said NE1/4NE1/4, Section 11; thence from said Point of Beginning and along the centerline of said Parcel and Strip and the southerly line of said SE1/4SE1/4, Section 2 and northerly line of said NE1/4NE1/4, Section 11, N.89°31'53"W., 842.65 feet to a point in and intersection with the southerly line of the existing Engberg Road, the westerly end of the centerline being described and the Point of Terminus, said Parcel and Strip containing 1.30 acres, more or less, as set forth by the exhibit attached and made a part hereof.

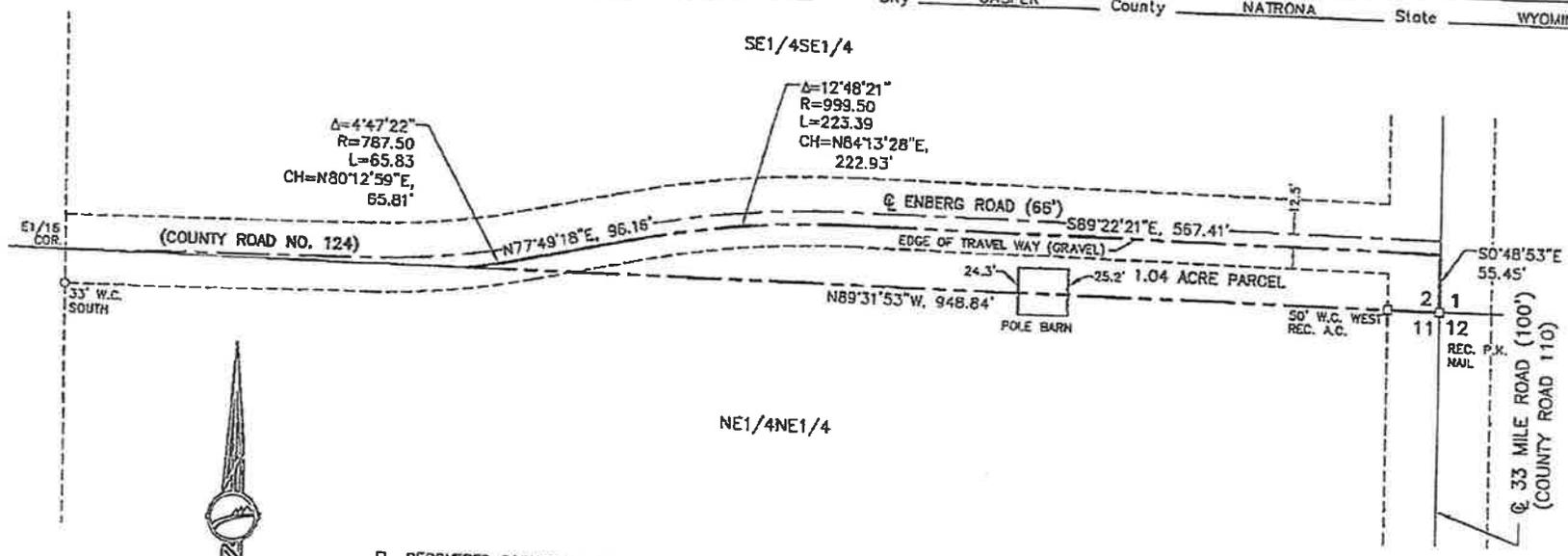
The side lines of the Parcel and Strip being described will be shortened or lengthened to meet the southerly line of said existing Engberg Road and the westerly line of said NE1/4NE1/4, Section 11.

WLC ENGINEERING & SURVEYING
 200 PRONGHORN STREET, CASPER, WYOMING 82601

Client DAN BIGGS Address 1300 MIRACLE DRIVE
 City CASPER State WYOMING Zip 82609

PROPERTY LOCATION PLAT

PT. SE1/4SE1/4 Section 2 T. 34 N., R. 81 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



- RECOVERED CORNER (AS NOTED)
- RECOVERED BRASS CAP

Date: 5-6-20
 W.O. No. 17046
 Drawn By: KRM
 Acad File: ENBERG ROAD, BIGGS - MCNULTY PARCEL
 H:\MISC\17046-DAN BIGGS-CORNER & DESCRIPTION SURVEY\DWG\ENBERG ROAD BIGGS - MCNULTY PARCEL.DWG



Subject Property

ENBERG RD



UA

ACCESS RD

THIRTY THREE MILE RD

LOCKNER RD

*SHAW, TODD ET UX

*GRIFFITH, KELLI MARISSA

*SHAW, TODD ET UX

Subject Parcel

*ALLEN, BRODY L ET UX

*MCNULTY, DAVID ET UX

ENBERG RD

*HEYER, CHRISTOPHER ET UX

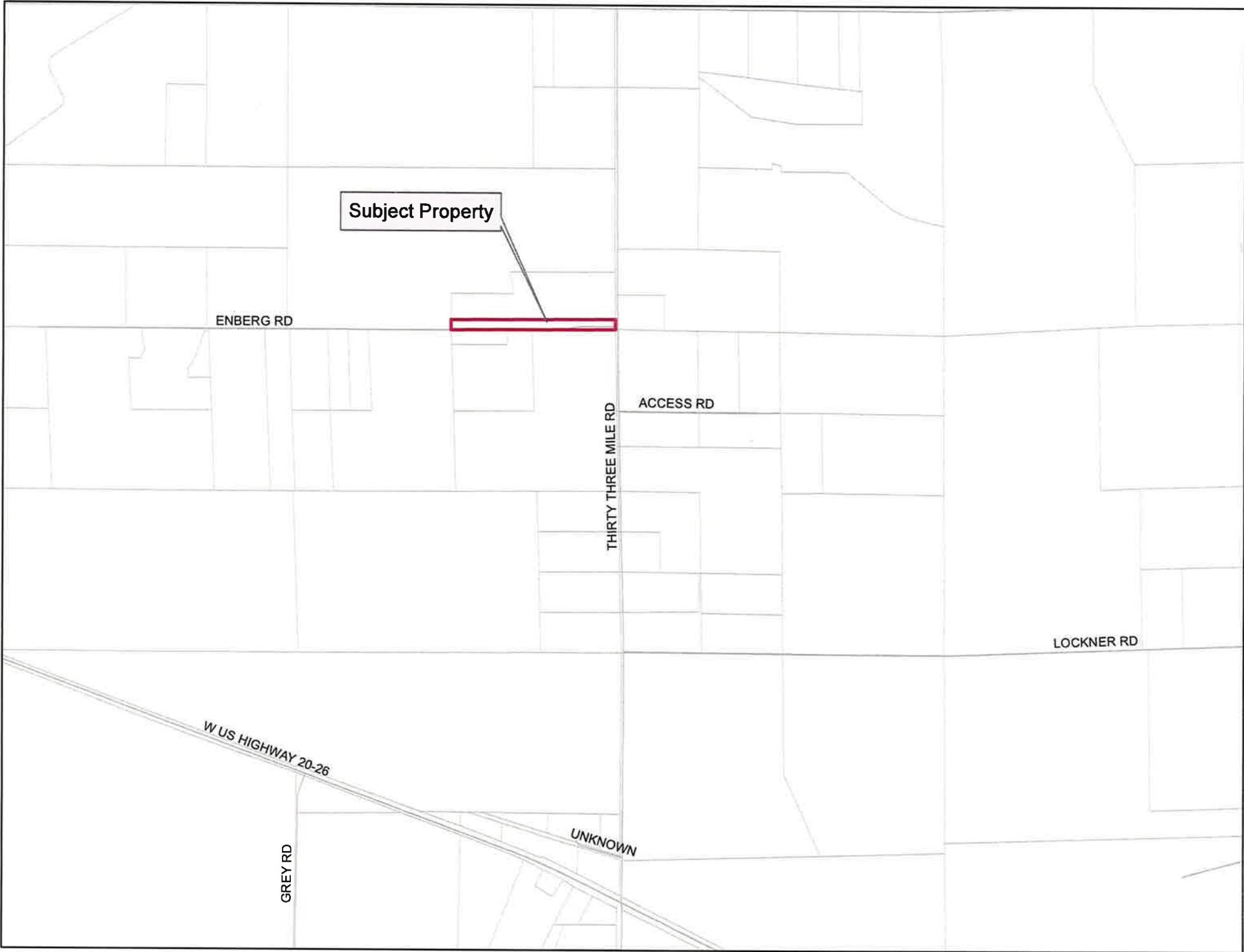
*VOLLMAR, JERRY JOSEPH ET UX

*HEYER, CHRISTOPHER ET UX

*BIGGS, DAN C ET UX

*BIGGS, CHRISTOPHER D ET UX

THIRTY THREE MILE RD



Subject Property

ENBERG RD

THIRTY THREE MILE RD

ACCESS RD

LOCKNER RD

W US HIGHWAY 20-26

GREY RD

UNKNOWN

Subject Property

ENBERG RD

THIRTY THREE MILE RD







AMENDMENT TO THE TEXT
OF
THE 2000 ZONING RESOLUTION

TA20-01

Staff Report: Trish Chavis
July 8, 2020

For

August 10, 2020
Planning and Zoning Commission

And

September 1, 2020
Board of County Commissioner Meeting

Applicant: Natrona County Development Department

Request: To add regulations for Utility Scale Solar Energy System to the *2000 Zoning Resolution* as Chapter 7, Section 21.

Background

Currently the zoning resolution does not contain regulations for Utility Scale Solar Energy Systems. With construction and electrical requirements, for safety purposes, the staff of Natrona County Development Department would like to implement these regulations to allow the option to choose a cleaner, renewable, and non-polluting energy source.

In 2018, Sweetwater County was the first county in the State to permit this type of system. On June 2, 2020, Natrona County became the second and this was done using emergency regulations.

On January 7, 2020, the Board of County Commissioners approved Resolution No. 01-20 implementing emergency regulations relating to Utility Scale Solar Energy Systems. These regulations were in effect for one-hundred twenty (120) days and were extended for an additional one-hundred twenty (120) days. The emergency regulations are set to expire September 3, 2020 and cannot be extended again.

During the permitting process for Dinosolar, staff was able to use the emergency regulations and work with the applicant to find out what worked and what didn't. The setbacks became a topic of discussion. Staff did research and found that our regulations were some of the strictest, if not the most strict, in the U.S.

All of the Counties, Cities, and Towns that were researched, varied between 30-feet and the 500-feet.

Additionally, the fees that were associated with the application for the Utility Scale Solar Energy System did not match the amount of time and supplies that were used. A Conditional Use Permit (CUP) application fee is \$300, with a Communication Tower CUP being \$1,000. The \$300 fee associated with processing the Dinosolar application (1,528 letters and postage, legal notices, public meetings, open houses, etc.) were not adequate.

There were also legislative changes that became effective July 1, 2020, those changes have been incorporated into this amendment.

Proposal

Incorporate Utility Scale Solar Energy System as Chapter 7, Section 21 of the zoning resolution. Please see the attachment for full proposal.

Proposed Motion

Staff proposes a motion and vote to recommend approval of the requested Text Amendment by the Board of County Commissioners.

Section 21. Natrona County Utility Scale Solar System Regulations

a. Introduction

A Utility Scale Solar System (Solar Farm) is a commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar power (CSP), or other solar conversion technology, for the primary purpose of wholesale sales of generated electricity.

b. Design Standards

1. Utility Scale Solar System shall be enclosed by perimeter fencing to restrict unauthorized access.
2. All Utility Scale Solar Systems shall comply with the National Electrical Code, current edition and applicable ICC Codes. In addition, all solar energy components shall comply with the standards of the Wyoming Department of Fire Prevention and Electrical Safety.
3. All Utility Scale Solar Energy Systems shall not exceed twenty five feet in height.
4. All Utility Scale Solar Energy Systems that are proposed within the Growth Management Area shall be sent to the corresponding municipality for review and comment.
5. On-site power lines shall be placed underground.
6. Greater Sage Grouse Areas. No Utility Scale Solar Energy System shall be located within the Greater Sage Grouse Core Areas as defined by Governor Order 2011-5 or as amended, or Sage Grouse Priority Habitat and Focal Areas as defined by the BLM approved Resource Management Plan Amendment for Greater Sage Grouse. When the Governor's Sage Grouse Executive Order and the BLM approved Resource Management Plan amendment for Greater Sage Grouse conflict the more restrictive of documents shall apply.
7. Wildlife. Utility Scale Solar Energy Systems shall incorporate wildlife requirements imposed by Wyoming Game & Fish, United States Fish and Wildlife service and other governing state and federal agency.

7-8. Evidence of compliance with any additional rules and regulations. Any applicable FAA, FCC, Industrial Citing (W.S. 35-12-101 et.seq.), etc.

c. Site Management

1. Drainage from the site shall not adversely affect upstream and downstream properties.
2. Shall avoid soil erosion and controlled runoff. Disturbance and construction on the erodible soils and slope shall be avoided.
3. Dust control within all phases of the project is mandatory by means acceptable to Natrona County and WDEQ.

4. Noxious Weed and Invasive Species control, as defined by Wyoming Statutes, except where rules are superseded by a governing agency, shall be required in all phases of the solar project. Invasive species, as defined by Natrona County Weed and Pest, shall be controlled in all phases of the solar project.
5. Damage to existing vegetation shall be minimized. Disturbed areas shall be reseeded in accordance with WDEQ regulations and the reclamation plan approved by the Board, except where rules are superseded by a governing agency.

d. Visual Appearance

1. Utility Scale Solar System buildings and accessory structures shall, to the extent reasonably possible, use materials, colors, and textures that will blend the facility into the existing environment.
2. Appropriate landscaping and/or screening material may be required to help screen the project area.
3. No Utility Scale Solar Energy System shall be placed such that concentrated solar glare projects onto adjacent properties or roadways within 1-1/4 mile of the project site.
4. Solar panels shall not be placed in the vicinity of any airport in a manner that would interfere with the airport flight patterns. Acknowledgement of approval from the Federal Aviation Administration (FAA) will be necessary.
5. Lighting of the Utility Scale Solar Energy System and accessory structures shall be limited to the minimum necessary and full cut-off lighting (e.g. dark sky compliant) may be required when determined necessary to mitigate visual impacts.

5.6. The facility shall have no advertising or promotional lettering beyond the manufacturer's or the applicant's logo.

e. Setbacks

1. Utility Scale Solar Energy System structures shall be setback from all property lines and public rights-of-way at least fifty feet. Additional setback may be required to mitigate noise and glare impacts, or to provide for designated road or utility corridors, as identified through the review process. ~~Utility Scale Solar Energy System structures shall be setback a minimum of 1.25 miles from any residentially zoned properties or residences not associated with this permit.~~
2. Solar panels will be kept at least five hundred feet from a residential zoning district and one hundred fifty feet from an existing residence not within a residential zoning district, ee that is on the same lot associated with this permit.

f. Decommissioning

1. Utility Scale Solar Energy Systems which have not been in active and continuous service for a period of one year shall be removed at the owner's or operator's expense.
2. The site shall be restored in accordance with the approved reclamation plan within six months of the removal.
3. Unless exempt by the Public Service Commission, proof of financial assurance for complete decommissioning and site reclamation shall be provided in accordance with WECS regulations.

g. Application Requirements

To obtain the permit required by W.S. 18-5-502, the owner or developer of a facility shall submit an application to the Board of County Commissioners. The application shall:

1. Have signatures from all surface property owners upon which the Utility Scale Solar Energy System will be located shall be submitted on the application.
2. Provide evidence that reasonable efforts have been made to provide notice in writing to all owners of land within one (1) mile and all cities and towns located within twenty (20) miles of the facility. Notice shall include a general description of the project including its location, projected number and capacity of solar energy facilities, likely routes of ingress and egress and likely location of electric transmission and other facilities.
3. General Scope. Relevant information on the project including general location of the project, timeframe for construction including the schedule for phasing, project life, markets for the electricity produced and status of power purchase agreement.
4. Public Utility Information. Documentation that the proposed Utility Scale Solar Energy System is owned or operated by the Public Utility and subject to the requirements of the Public Service Commission, if applicable.
5. Summary of the Utility Scale Solar Energy System. Provide a description of the project including its total nameplate generating capacity and a nameplate capacity for each module, the equipment manufacturer, types of solar modules, complete component list of the system, number of solar arrays, the maximum solar energy system height, and the distance between the ground and the top of the solar array.
6. Social and Economic Report. The social and economic reporting requirements shall include the following:
 - a. The estimated amount of property, sales, and other taxes to be generated by the project in Natrona County.
 - b. Estimated local expenditures of construction materials in Natrona County.
 - c. The estimated number of construction jobs and estimated construction payroll. Estimated number of local construction job opportunities.
 - d. Estimate the construction workforce spending in Natrona County.

- e. Estimate the number of permanent jobs and estimated continuing payroll.
7. Drawings, prepared by a qualified professional Licensed in the State of Wyoming, prepared to a suitable scale on 24"X36" sheets.
 - a. Utility Scale Solar Energy Systems boundary lines and property lines shall be shown.
 - b. Legal description of the project boundary.
 - c. All existing and proposed structures, rights-of-ways, utility easements, and above and below ground facilities and utilities within the project scale.
 - d. All proposed and existing public and private access roads and turnout locations including dimensions.
 - e. Topographic line showing the existing topography of the project and surrounding area.
 - f. Fencing detail.
 - g. A complete electrical layout of the entire system including substations, transmission collector, and gathering lines and other ancillary facility components.
8. Drainage, Erosion, Dust Control, Grading and Vegetation Removal Plan prepared by a Wyoming Licensed Engineer which includes the following:
 - a. Existing and proposed contours.
 - b. Existing wetlands and floodways.
 - c. Water management structures.
 - d. Drainage flow direction.
 - e. Effect on downstream and upstream properties.
 - f. Erosion mitigation and runoff control.
 - g. Dust control plan.
9. Waste Management Plan. A waste management plan that includes the inventory of estimated solid wastes to be generated and a proposed disposal program for the construction, operation and eventual decommissioning of the proposed ~~facility-Utility Scale Solar Energy System~~.
10. Reclamation and Decommissioning Plan. Describe the decommissioning and final land reclamation to be followed after the anticipated useful life, or abandonment or termination of the project, including evidence of proposed commitments with affected parties (county, any lessor or property owner, etc.) that ensure proper final reclamation of the solar energy system.
11. Environmental Analysis. In the absence of a required state or federal agency environment review for the project (e.g. NEPA), the Commission and Board may require and environmental report in accordance with the WECS regulations prepared by a licensed professional.

12. Visual Impacts, Appearance, and Scenic Viewsheds. Potential visual impacts may be caused by components of the project such as mirrors, solar towers, cooling towers, steam plumes, above ground electrical lines, accessory structures, access roads, utility trenches and installations, and alteration to vegetation. Those projects that are within sensitive viewshed, utilize reflective components (e.g., exposed mirrors), shall provide a viewshed analysis of the project, including visual simulations of the planned structures. The number of visual simulations shall be sufficient to provide adequate analysis of the visual impacts of the proposal, which shall be from no less than ten vantage points that together provide a view from all sides of the project. The County may require analysis from significantly more vantage points, such as different distances and sensitive locations.
13. The applicant shall provide an analysis from solar glare hazard analysis software for PV systems that provide a quantified assessment of when and where glare will occur throughout the year onto nearby properties and public roadways. If glare is predicted, the applicant shall provide mitigation measures to address the impacts of solar glare. Mitigation measures may include and are not limited to textured glass, antireflective coatings, screening, and angling of solar PV modules in a manner that reduces glare to surrounding land uses.
14. A traffic study if deemed necessary by the Development Department.
15. Provide evidence sufficient for the Board of County Commissioners to determine if the proposed facility has adequate legal access. The application shall describe how private roadways within the facility will be marked as private roadways and shall acknowledge that no county is required to repair, maintain or accept any dedication of the private roadway to the public use.
16. Transportation Plan for Construction and Operation Phases. Indicate by description and map what roads the project will utilize during the construction and operation/maintenance phases of the project, along with their existing surface and condition. Specify any new road and proposed upgrade or improvements needed to the existing road system to serve the project. If significant impacts to the transportation system are anticipated, the County may require financial guarantees to ensure proper repair/restoration of roadways or other infrastructure damaged or degraded during construction to dismantling of the project.
17. Notice of Mineral Rights. Applicant(s) shall certify that notice has been provided to the record owners and claimants of mineral rights located on or under the lands where the proposed Utility Scale Solar Energy System facility will be constructed. Such notice shall contain the location of the proposed project, underground wiring and may include notice by publication. The certification of notice shall be provided with the application. The notice shall comply with all standards and requirements adopted by the Wyoming Industrial Siting Council.

h. Hearing, public comment, findings necessary:

Any Board of County Commissioners receiving an application to permit a facility shall hold a public hearing to consider public comment on the application no less than forty-five (45) days and not more than sixty (60) days after determining that the application is complete. Written comment on the application shall be accepted by the Board of County Commissioners for not less than forty-five (45) days after determining that the application is complete.

Within forty-five (45) days from the date of completion of the hearing, the Board shall make complete findings, issue an opinion, render a decision upon the record either granting or denying the application and state whether or not the applicant has met the standards required. The Board shall grant a permit if it determines that the proposed facility complies with all standards properly adopted by the Board of County Commissioners.

i. Fees:

The fee for a Utility Scale Solar Energy System Conditional Use Permit shall be \$2000.00 for the processing, consideration and conducting of public hearings.

J. Revocation or suspension of permit:

A permit may be revoked or suspended for violations pursuant to W.S. 18-5-511.

k. Penalties for violations:

Penalties under this chapter will be subject to W.S. 18-5-512.

l. Definitions:

Array. A group or arrangement of individual modules or panels.

Concentrating solar power (CSP) plants use mirrors to concentrate the sun's energy to drive traditional steam turbines or engines that create electricity. The thermal energy concentrated in a CSP plant can be stored and used to produce electricity when it is needed, day or night.

Nameplate Capacity. The maximum amount of electric energy that a generator can produce under specific conditions, as rated by the manufacturer

Photovoltaic (PV) System. A system composed of one or more solar panels combined with an inverter and other electrical and mechanical hardware that uses energy from the Sun to generate electricity.

Solar Module. Also called solar panels, a solar module is a single photovoltaic panel that is an assembly of connected solar cells. The solar cells absorb sunlight as a source of energy to generate electricity. An array of modules are used to supply power to buildings

Utility Scale Solar System (Solar Farm). A commercial facility that converts sunlight into electricity, whether by photovoltaics (PV), concentrating solar power (CSP), or other solar conversion technology, for the primary purpose of wholesale sales of generated electricity.

ZC20-2 Zone Change RAM to UA

For Taylor Cook & Kay Page will be considered at the September 15, 2020 Board of County Commissioner meeting.

ZONE CHANGE APPLICATION

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

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter-section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water:

This property was purchased from:

The date this property was purchased:

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

Applicant: 
(Signature)

Date: 6-18-20

Print Applicant Name: Taylor Cook

Owner: 
(Signature)

Date: 6-18-20

Print Owner Name: Taylor Cook

ZONE CHANGE APPLICATION

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

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: Public Septic Holding Tank Other

Source of Water:

This property was purchased from:

The date this property was purchased:

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

Applicant: Kay Page
(Signature)

Date: 6/18/20

Print Applicant Name: Kay Page

Owner: Kay Page
(Signature)

Date: 6/18/20

Print Owner Name: Kay Page



Keith R. Nachbar

LAW OFFICES

Paralegal
Debra J. Dean

June 19, 2020

Jason Gutierrez
Development Department Director
Natrona County Development Department
200 North Center St. Suite 205
Casper, WY 82601

RE: Cook/Page Applications for Zoning Amendment
2922 and 2942 Phillips Land, RAM to UA
N1/2NE1/4 Sec. 20, T. 33 N, R. 81 W
Parcels A, B, C and E on the attached drawing

Dear Mr. Gutierrez:

Our firm represents the applicants for the above listed applications for zoning amendment for properties at 2922 and 2942 Phillips Lane. The subject parcels are currently in the RAM zoning district and the applicants seek to have them rezoned to UA. I am writing to provide some additional information in support of approval of the application.

The subject properties comprise 43.65 acres surrounded by several other 10 and 20 acre parcels that lie within the RAM zoning district. There are several 5 acre parcels nearby, along with several 20 acre parcels and a 26 acre parcel right in the area. RAM zoning currently requires a minimum lot size of 35 acres. The requested zoning for the subject parcels, UA, requires a 10 acre minimum lot size.

The subject properties border UA zoning along the eastern boundary.

The proposed amendment directly meets or at least parallels several of Natrona County's required criteria for a zone change.

1) *"The proposed rezoning is necessary to come into compliance with the Natrona County Development Plan"*

The subject properties are surrounded by other 10 and 20 acre parcels within and outside the Phillips Lane Subdivision, all of which lie within RAM zoning. Part of the subject properties, along with several neighboring parcels, are inconsistent with current RAM zoning in the area which requires a minimum 35 acre lot size.

The subjects border UA zoning along their eastern boundary. It appears that for the sake of simplicity, when establishing the zoning boundary, the Natrona County Development Department made a straight line north and south to divide UA from RAM zoning, rather than incorporate these pre-existing smaller parcels that meet the criteria of UA but not RAM zoning. The subject properties (and the nearby parcels) would certainly better meet the criteria of UA zoning than that of RAM.

- 2) *"The existing zoning of the land was the result of a clerical error."*
- 3) *"The existing zoning of the land was based on a mistake of fact."*

While we cannot point to or identify a specific clerical error or mistake of fact, it does seem odd that the UA/RAM zoning boundary running north and south along the eastern boundary of the Phillips Lane Subdivision did not address the pre-existing Phillips Lane Subdivision lots and the fact that a number of these lots were sized consistent with UA zoning, not RAM zoning. It certainly would have made sense at the time of implementation of zoning regulations to zone parcels in the Phillips Lane Subdivision as UA, consistent with their smaller lot sizes.

- 4) *Criteria four is not applicable.*
- 5) *"The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area."*

6) *“The proposed rezoning is necessary in order to provide land for a community need that was not anticipated at the time of adoption of the Natrona County Development Plan.”*

These two criteria are addressed together as they are closely related and the application easily meets both of these criteria.

The area in which the subject properties are located has changed and will continue to change as people of Casper and those moving here buy up west side properties. There is a need for these smaller lots west of Casper, particularly in the area of the subject properties because of municipal water, easy access to Casper, good soil, and in some cases irrigation rights. Many homeowners want smaller rural properties and for these reasons choose the west side of Casper to locate their homes. The demand for small rural properties is strong on the west side of Casper and it does not appear that the zoning adequately accommodates this need.

The recent subdivision on 8 Mile Road is proof of the high demand. There were approximately 9 lots of approximately 12 to 15 acres in size that sold within the first year of being formed. Some of these homes were in the price range of a half million dollars.

The area in which the subject properties are located also has abundant municipal water supply, provided by Poison Spider Water District. In fact, the Phillips Lane area in which the subject parcel is located has a recently installed 8" municipal water main that will provide water to an additional 65 to 114 homes. This water project contemplated and accommodated substantial growth and development in the area. The Natrona County Commissioners have also seen an increase in use of Zero Road which serves as the main access to the subject properties and their neighbors. Natrona County has accommodated this increase in use and expected future use by paving a large portion of Zero Road.

The Poison Spider School provides primary education for the subjects and surrounding properties. It is located less than a mile away

Jason Gutierrez
June 19, 2020
Page 4 of 4

from the subject properties. That school was recently replaced and this replacement allows the school district to accommodate the increasing number of students attending the school from the development surrounding the subjects.

The zone change will not result in spot zoning, as the subjects are contiguous with property that is already zoned UA. It merely conforms the zoning on these parcels to the pre-existing smaller lot sizes of neighboring properties. A parcel located to the north was recently rezoned from RAM to UA.

The subject properties are located in Area F of the 2016 Natrona County Development Plan. The recommended land use for communities in Area F includes "low density residential development." ¶ B.1. at p.6-20. The proposed zone change promotes the goal of low density residential land use on and around the subject property, which is located in an existing subdivision.

The properties within the proposed zone amendment are currently surrounded on all sides by parcels that fit more in UA than they do RAM.

Given all of the above, the proposed zone change will serve the properties in the area, the goals of the Natrona County Development Plan, and help to fulfill the need for these kinds of parcels in west Casper. We respectfully request that the proposed zone change be approved.

I would be happy to address any questions of you or your staff on this proposal or provide any additional information.

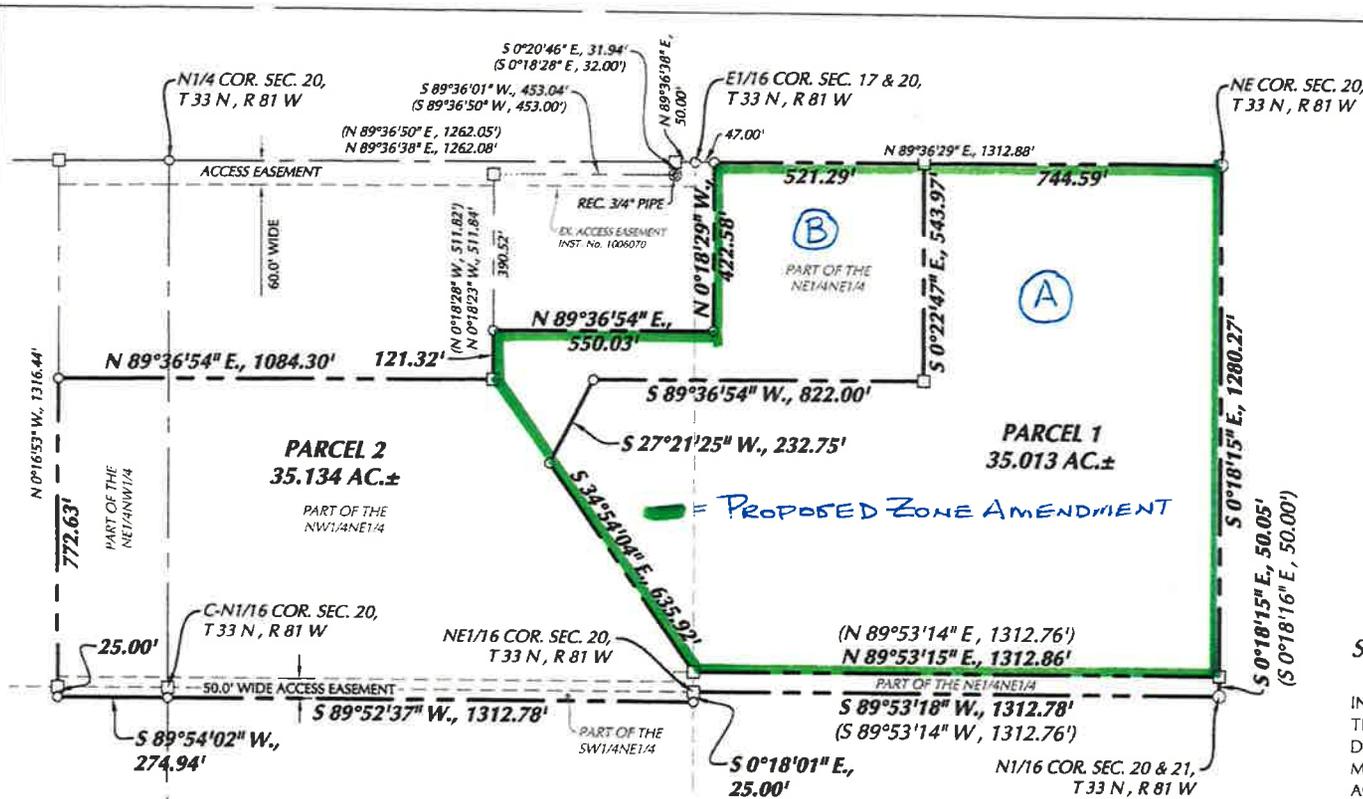
Sincerely,



Keith R. Nachbar

Enclosure

Z:\SHANE-SURVEYING\CIVIL_2020\11-20\DWG\PLAT\11-20_PLAT.dwg SAVED: 6/17/20 PRINTED: 6/17/20 BY: JLS



NOTES:
1) BASIS OF BEARING IS AN ASSUMED BEARING OF NORTH AS DETERMINED BY GPS (WGS84) NEAR THE EAST SIXTEENTH CORNER ON THE NORTH LINE OF SECTION 20.

| LEGEND | |
|--------|-----------------------------|
| ○ | RECOVERED BRASS CAP |
| □ | RECOVERED ALUMINUM CAP |
| ⊙ | RECOVERED MONUMENT AS NOTED |
| ○ | PROJECTION |
| — | SITE BOUNDARY |
| - - - | LOT LINES |
| - - - | EASEMENT LINES |
| — | MEASURED |
| - - - | RECORD |

SURVEYOR'S CERTIFICATE:

I, JOSEPH L. SHANE, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JUNE, 2019 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



PARCEL 1 LEGAL DESCRIPTION (PAGE REMAINING PARCEL):

A PARCEL LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20 (GLO BRASS CAP), THENCE SOUTH 0°18'15" EAST A DISTANCE OF 1280.27 FEET ALONG THE EAST LINE OF SAID SECTION 20 TO A POINT (REBAR & CAP), THENCE SOUTH 89°33'15" WEST A DISTANCE OF 1312.86 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20 (REBAR & CAP), THENCE NORTH 34°54'04" WEST A DISTANCE OF 635.92 FEET TO A POINT, THENCE NORTH 27°21'25" EAST A DISTANCE OF 232.75 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 822.00 FEET TO A POINT (REBAR AND CAP), THENCE NORTH 0°22'47" WEST A DISTANCE OF 543.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20 (REBAR & CAP), THENCE NORTH 89°36'29" EAST A DISTANCE OF 744.59 FEET TO THE POINT OF BEGINNING, CONTAINING 35.013 ACRES MORE OR LESS.

PARCEL 2 LEGAL DESCRIPTION (TAYLOR COOK PARCEL):

A PARCEL LOCATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 20 WHICH BEARS SOUTH 89°36'29" WEST A DISTANCE OF 744.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20 (GLO BRASS CAP), THENCE SOUTH 0°22'47" EAST A DISTANCE OF 543.97 FEET TO A POINT (REBAR & CAP), THENCE SOUTH 89°36'54" WEST A DISTANCE OF 822.00 FEET TO A POINT, THENCE SOUTH 27°21'25" WEST A DISTANCE OF 232.75 FEET TO A POINT, THENCE SOUTH 34°54'04" EAST A DISTANCE OF 635.92 FEET TO A POINT (REBAR & CAP), THENCE NORTH 89°33'15" EAST A DISTANCE OF 1312.86 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20 (REBAR & CAP), THENCE SOUTH 0°18'15" EAST A DISTANCE OF 50.05 FEET TO THE NORTH SIXTEENTH CORNER COMMON TO SECTION 20 & 21 (GLO BRASS CAP), THENCE SOUTH 89°53'18" WEST A DISTANCE OF 1312.78 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 20 (REBAR & CAP), THENCE SOUTH 0°18'01" EAST A DISTANCE OF 25.00 FEET TO A POINT, THENCE SOUTH 89°52'37" WEST A DISTANCE OF 1312.78 FEET TO A POINT, THENCE SOUTH 89°54'02" WEST A DISTANCE OF 274.94 FEET TO A POINT, THENCE NORTH 0°16'53" WEST A DISTANCE OF 772.63 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 1084.30 FEET TO A POINT (REBAR & CAP), THENCE NORTH 0°18'23" WEST A DISTANCE OF 121.32 FEET TO A POINT, THENCE NORTH 89°36'54" EAST A DISTANCE OF 550.03 FEET TO A POINT, THENCE NORTH 0°18'29" WEST A DISTANCE OF 422.58 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20, THENCE NORTH 89°36'29" EAST A DISTANCE OF 521.29 FEET TO THE POINT OF BEGINNING, CONTAINING 35.134 ACRES MORE OR LESS.

SHANE SURVEYING
Prepared by Shane Surveying
P.O. Box 51412 / Casper, WY 82605
PH: (307)251-7488
PLAT OF SURVEY
LOCATED IN THE N1/2, SEC. 20, T.33N., R.81W.,
6th P.M., NATRONA COUNTY, WYOMING
PREPARED FOR JERRY COOK
Drawn By: JLS
Checked By: JLS
Date: 6/16/2020
Rev. Date: NONE
Job No.: 11-20
SHEET: PLAT OF SURVEY



CONSULTING, LLC

5830 East 2nd Street
Casper, Wyoming 82609

Phone: 307-473-8184

Fax: 307-265-4672

ENGINEERING,
CONSULTING
& DESIGN

February 27, 2013

Mr. Jerry Cook
P. O. Box 850
Mills, WY 82644

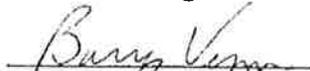
Re: Poison Spider Water System Capacity, Line B

Dear Mr. Cook:

This letter is submitted as a follow up to address the water system capacity in the area you are planning to develop along Phillips Road. Our letter of January 3, 2013 neglected to identify the capacity of the 8-inch line serving the northwest area of the District, which we have designated as Line "B" for the construction project. The new water line planned for serving the northwest area of the District is an 8-inch diameter water line, and has a capacity of 114 equivalent ¾-inch taps, or 65 1-inch taps. The total number of taps planned for the northwest area of the District is currently 30, and includes the 8 ¾-inch taps planned for your property. As far as we know, there are no planned 1-inch taps in the general area. So the excess capacity in your general area is approximately 84 taps.

We hope this letter addresses your questions and any concerns about the District's water system capacity. If you have any questions or need further information, please feel free to contact us.

Sincerely,
609 Consulting, LLC


Barry Venja, PE

Cc: Bill Kossert, Poison Spider I&S District
Dave Drell, District's Attorney
Trish Chavis, Natrona County Planning and Development Dept.