

# INFORMATION PACKET

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Friday, August 21, 2020



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Communication Accountability Stewardship Professionalism Efficiency Responsiveness

## The Grid

A working draft of Council Meeting Agendas

**August 25, 2020 Councilmembers Absent:**

<b>Special Council Meeting 4:00</b>	<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
Executive Session - Personnel					

**August 25, 2020 Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	<b>Recommendation</b>	<b>Allotted Time</b>	<b>Begin Time</b>
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Junior Council (Elissa Ruckle)	Direction Requested	20 min	4:35
COVID-19 Reimbursement Application	Direction Requested	20 min	4:55
Public Comment Periods for Ordinances	Direction Requested	30 min	5:15
Council Ethics Discussion	Direction Requested	30 min	5:45
LAD Billing Process	Direction Requested	20 min	6:15
Animal Care and Control Ordinance	Direction Requested	30 min	6:35
National Electrical Code	Direction Requested	20 min	7:05
Agenda Review		20 min	7:25
Legislative Review		10 min	7:45
Council Around the Table		10 min	7:55
Approximate Ending Time:			8:05

**September 1, 2020 Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>	<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
Approval of August 18 Executive Session Minutes					
Pre-Meeting: Rail Trail towards Edness Kimball Wilkins					
Public Hearing: Revisions to Chapter 13.32.030 of the Casper Municipal Code Related to Local Limits for the Industrial Pretreatment Program.		N			
Public Hearing: Massage Therapy License and Permit Ordinance			N		
Amending Sections of Chapter 6.04 - Animal Care and Control 3rd Reading (tabled at Aug. 18 meeting)			N		
2020 NFPA70 National Electrical Code. 3rd Reading			N		
Annexation and Plat Creating the Ide Addition to the City of Casper, and Zoning said Addition as C-3 (Central Business). 3rd Reading			N		
Vacating Tract G, Mesa Del Sol Addition, as Public Parkland; and Approving a Zone Change of said Parcel from PH (Park Historic) to R-4 (High Density Residential). 3rd Reading			N		
Adopting the Financial Administration Guidelines				C	
COVID-19 Reimbursement Application Reso				C	

**September 1, 2020 (continued) Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>	<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
Authorizing a Contract for Professional Service with Jacobs Engineering Group, Inc., in the Amount of \$299,013, for a Risk and Resilience Assessment and Emergency Response Plan Update for the Water and Sewer Utilities as Required by America's Water Infrastructure Act of 2018. (tentative?)				C	
Authorizing a Contract for Outside-City Water Service with Arlo B. and Deborah K. See.				C	
Authorizing a Professional Services Contract with HDR Engineering, Inc., for Completion of a Risk and Resilience Assessment and Emergency Response Plan Update for the Water and Wastewater Utilities.				C	
Authorizing a Contract for Professional Services with ALSCO in the Amount of \$521,054.05, for Professional Laundry Services for the Public Services Department and the Support Services Department. (tentative)				C	
Authorizing the Appointment of Dennis R. Gazdiewich to the Civil Service Commission for a Three (3) Year Term Expiring September 30, 2023.					C
Authorize the Purchase of One (1) Used Hamm Pneumatic Roller in the Total Amount of \$28,500 for Use by the Streets Division of the Public Services Department.					C
Authorizing the Sole Source Purchase of One (1) Used Nilfisk Floor Cleaning System from Norco Company of Mills, Wyoming, in the Total Amount of \$24,274.21 for Use by the Solid Waste Division of the Public Services Department.					C
Authorize the Purchase of One (1) New-Dedicated Turf Sprayer, in the Total Amount of \$56,836.00 for Use by the Weed and Pest Sub-Division of the Parks and Recreation Department.					C
Authorizing the Sole Source Purchase of One (1) Used 962 Caterpillar Front End Wheel Loader Serial Number EJB00936, in the Total Amount of \$195,346.14, for Use by the Solid Waste Division.					C

**September 8, 2020 Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	<b>Recommendation</b>	<b>Allotted Time</b>	<b>Begin Time</b>
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Amending Ordinance No. 18-17 - Rocky Mountain Franchise	Move Forward for Approval	30 min	4:35
Snow Plow Plans (cost saving proposals)	Direction Requested	30 min	5:05
Agenda Review		20 min	5:35
Legislative Review		10 min	5:55
Council Around the Table		10 min	6:05
Approximate Ending Time:			6:15

**September 15, 2020 Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>	<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
Public Hearing on September 15, 2020: Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Ide Addition to the City of Casper complies with W.S. §15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of the Ide Addition.		N			
Amending Ordinance No. 18-17, a Franchise Granting an Electric Utility Easement to PacifiCorp, an Oregon Corporation, doing Business as Rocky Mountain Power. 1st reading - no public hearing required		N			
Public Hearing: Revisions to Chapter 13.32.030 of the Casper Municipal Code Related to Local Limits for the Industrial Pretreatment Program. 2nd reading		N			
Public Hearing: Massage Therapy License and Permit Ordinance 2nd reading		N			

### Future Agenda Items

Item	Date	Estimated Time	Notes
Proud to Host the Best			September 22 (tentative)
Roof Inspections			
Parking on the Parkways		30 min	
David Street Station 501(c)(3)		30 min	
Meadowlark Park			Spring 2020
Private Operation of Hogadon			
Formation of Additional Advisory Committees			
LAD Billing Process			August
TOPOL Addition Release of Zoning Restrictions (tentative)			
Consideration for responsible bidder status			
Off-Season Hogadon Use			
Wind Turbines			

### Staff Items

Limo Amendment			
Sign Code Revision			
Wind River Traffic Update			Summer 2020
Land and Water Conservation Fund Grant			
Blood Borne Pathogens			
Community Relations Spec Update Followup		30 min	
Nolan Status Update			

### Future Council Meeting Items

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### Retreat Items

Economic Development and City Building Strategy
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**CASPER UTILITIES ADVISORY BOARD  
CITY OF CASPER  
MEETING AGENDA**

Casper City Hall  
Downstairs Meeting Room

Wednesday, August 26, 2020      7:00 a.m.

**AGENDA:**

- \*     1.     Consider Approval of the June 24, 2020 Meeting Minutes
- \*     2.     Discuss Statistical Report
  - a.       June 2020
  - b.       July 2020
- \*     3.     Consider Contract for Outside-City Water Service with B & TW Holdings, LLC,  
3703 Squaw Creek Road
- \*     4.     Consider Contract for Outside-City Water Service with Steven L. Wilson Living  
Trust, 4500 Squaw Creek Road
- 5.     Consider Contract for Outside-City Sewer Service with Babcock Family Trust, 502  
East Magnolia Street
- 6.     Other Business
- 7.     Adjournment

**Additional Information:**

Agendas and approved minutes of the Central Wyoming Regional Water System Joint Powers Board can be accessed on their website, [www.wyowater.com](http://www.wyowater.com), under the News & Notices tab, or at the following links:

RWS Agendas -     <http://www.wyowater.com/board-meetings>

RWS Minutes -     <http://www.wyowater.com/board-minutes>

**CASPER PUBLIC UTILITIES ADVISORY BOARD  
CITY OF CASPER**

**MEETING PROCEEDINGS**

**June 24, 2020**

**7:00 a.m.**

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, June 24, 2020 at 7:00 a.m. by Video Conference.

Present: President Michael Bell  
Vice President Jim Jones  
Secretary John Lawson  
Member Richard Jay  
Member Bruce English  
Council Liaison Bates

Absent:

Staff Present: Public Services Director, Andrew Beamer  
Public Utilities Manager, Bruce Martin  
Administrative Technician, Janette Brown

Others: Mike Haigler, Natrona County Road and Bridge  
Roger Garling, 4495 Squaw Creek Road  
Sheryl Garling, 4495 Squaw Creek Road

The regular meeting was called to order at 7:02 a.m. by President Bell.

Due to the meeting being conducted by video conference, Ms. Brown took roll call as follows:

President Bell – Present  
Vice President Jones – Present  
Secretary Lawson – Present  
Board Member English – Present  
Board Member Jay – Present  
Council Liaison Bates - Present  
Mr. Beamer – Present  
Mr. Martin – Present  
Ms. Brown – Present  
Mr. Haigler – Present  
Mr. Garling – Present  
Mrs. Garling – Present

1. President Bell asked for a motion to approve the minutes from the May 27, 2020 meeting. A motion was made by Board Member English and seconded by Secretary Lawson to approve the May 27, 2020 minutes. Motion passed.
2. Mr. Martin asked the Board to reference the May 2020 Statistical Report in the agenda packet. Mr. Martin stated that the Total Gallons Purchased in May was 284 MG, 52 MG more than the five-year average. Mr. Martin stated that fiscal year to date water purchased is 2.99 BG which is 84 MG more than the five-year average.

Mr. Martin stated that there were no water main breaks or service line breaks in May. Mr. Martin stated there is a total of 19 water main breaks for the fiscal year compared to 15 water main breaks last fiscal year and five service line breaks for the fiscal year compared to 22 service line breaks last fiscal year.

Mr. Martin stated that there was one sewer main stoppage in May with a total of ten for the year compared to 15 sewer stoppages at the same time last fiscal year.

Mr. Martin stated that there are 22,818 active accounts compared to 22,737 one year ago.

3. Mr. Martin stated that he intended to have Mr. Craig Collins, City Planner, in attendance today to answer questions on the new Annexation Policy, but he texted at 5:30 am that he would be out sick today.

Mr. Martin asked the Board to reference the new Annexation Policy. Mr. Martin stated that sections C, D, E and F were added to Article 2 of the policy as follows:

2 (c) Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements;

Mr. Martin stated that once a property owner has a water or sewer agreement and annexes to the City, they must dedicate all right of ways and easements to the City.

2 (d) Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.

Mr. Martin emphasized that this must occur after annexation.

2 (e) Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

Mr. Martin stated that once a property is annexed, they cannot oppose zoning requirements or designations.



2 (f) Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

Mr. Martin stated that these are the four sections that were added in April, and that he and Mr. Beamer would answer any questions the Board may have.

President Bell asked if section 2 (f) applies to all properties that are being annexed, or prior to annexation. Mr. Martin stated that it applies to all properties that are applying for an outside agreement.

Vice President Jones stated that last month he got hung up on Article 2 (a) where it states that the Outside Property Owner must annex, and asked if this applies only if the property is contiguous. Mr. Martin stated that is correct, if the property is already contiguous, and the owners want water and sewer service, they must annex at that time. Mr. Martin stated that if the property is not contiguous, a signed Commitment to Annex is required as part of the agreement.

Vice President Jones asked if after annexation is when the main extension requirement kicks in. Mr. Martin stated that his interpretation of the policy is that the main extension is intended to apply to all properties whether they annex or not. Mr. Beamer agreed with Mr. Martin's interpretation of the policy.

Vice President Jones stated that as the policy applies to the Garling property, it is not contiguous, so they don't have to annex, but they have to sign the Commitment to Annex, and with the proper right of ways, a service line, like what is proposed, is acceptable. Mr. Martin stated that the policy states that water and sewer service lines must not extend in rights of ways beyond the property line without approval of the City Engineer. Mr. Martin stated that the intent of that language was so that there wouldn't be a situation where there are multiple water and sewer service lines extending into the right of way and then later when the City annexes the properties, have multiple service lines to deal with. Mr. Martin stated that with that, he would like to move to the Garling request.

4. Mr. Martin stated that the County issued a license to the Garlings where they can extend the water service line in the County right of way, which is the reason that he and Mr. Beamer felt it should be brought to the Board for consideration.

Board Member English asked what happened to the concept the City has used in the past to use public right of way to establish the proximity of the property to the City of Casper to make it adjacent. Mr. Martin stated that was correct, this has been used in the past and is still used today. Board Member English asked why that couldn't be used in this instance with the Garling agreement. Mr. Martin stated that if there was a property on one side of the road that was inside city limits and a property across the road wanted services, in some instances the road right of way would count as City property making

them contiguous. Mr. Martin stated that if there were multiple properties between them and the road right of way, they would not be considered contiguous.

Mr. Haigler stated that the County issued a right of way license on Wolf Creek and multiple other agreements like this in Allendale that are using the County road as the conduit for City water and sewer services. Mr. Haigler stated that he believes the County right of way serves as a conduit for the City's future waterlines, etc. Mr. Haigler stated that if there were a multitude of people that were going to connect to City services in the future, obviously the City would annex and install a main, but there is only one request at this time. Mr. Haigler stated that there was a water district formed in this area years ago that didn't fly because all the people didn't want to connect. Mr. Haigler stated that this is an isolated incident, similar to a number of agreements that were done in the past. Mr. Martin stated that Mr. Haigler is correct that there are a couple of service lines in Wolf Creek, but that does not make that property contiguous to City limits.

Mr. Haigler stated that when there is a public right of way such as the County's, that if there was a high demand for utilities a line would be installed. Mr. Martin stated that was correct. Mr. Haigler stated that he thinks this is a moot point, because if the Garling service line goes in, and then if the City installs a main in the future, the service line would be abandoned. Mr. Martin stated that he believes the intent of the language when it was discussed with Planning and the City Attorney's Office, was to get away from situations where there would be multiple service lines in the right of way that would have to be dealt with at a later time.

Mr. Martin stated that Mr. Haigler mentioned an alleyway in Allendale where the City has told people they wouldn't serve them water for this same reason, that half a dozen or more service lines in the alley wasn't wanted. Mr. Martin stated that this was a much shorter distance, with the likelihood of more people wanting to connect. Mr. Martin stated that with the Garling request, it is a long distance and there is not a high likelihood of additional requests from the neighbors in that area. Mr. Martin stated that it is likely that the Garlings are the only ones that would want to connect, but there is no guarantee.

President Bell asked if this is a dedicated County right of way, or is it just an easement. Mr. Haigler stated that he believes this is a dedicated County right of way, but he would have to look it up. Mr. Haigler stated that the County has scheduled to reconstruct this road next year.

Secretary Lawson stated that he was under the belief that when the County acquired a right of way easement, it allowed other public entities to use the right of way, but that the County didn't have the authority to allow a private individual on private land to utilize the County easement. Mr. Haigler stated that could be interpreted both ways, but the precedent was set long before he started working for the County, that this has been allowed particularly when there is a waterline so close. Mr. Haigler stated that there are a number of Outside-City agreements that have been approved.

Secretary Lawson stated that he brought this up because in the contract, the right of way is to be turned over to the City when annexed, and this is a County right of way.

Secretary Lawson stated that he knows this has been done in the past, but asked if the legality of this has ever been brought up before. Mr. Haigler stated that it has not to his knowledge. Mr. Haigler stated that if the City replaces the service line with a main, it would be in the County right of way.

Board Member English stated that he believes the Board should discuss the particulars specific to the Garling contract.

Mr. Martin stated that the contract was discussed last month by the Board, but due to questions that came up, it was thought appropriate to bring the contract back to the Board for reconsideration.

Mr. Martin stated that this contract is for Roger and Sheryl Garling, 4495 Squaw Creek Road. Mr. Martin stated that this property is able to connect to the new 12-inch West Casper Zone II waterline. Mr. Martin stated that a curb stop and the meter pit will be installed right off the waterline. Mr. Martin stated that the service line will extend approximately 1,600 feet south in the Natrona County right of way. Mr. Martin stated that the County has issued a right of way license for the service line, which is attached to the agreement. Mr. Martin stated that in light of the right of way license granted by the County, he and Mr. Beamer felt it was appropriate to bring the contract to the Board for consideration.

President Bell asked why Mr. Martin and Mr. Beamer suggested approving the contract; if it was because the County license was granted. Mr. Martin stated that because of the language in the agreement, and because the County granted the right of way license, they felt it was appropriate to bring the contract to the Board for consideration.

Board Member English asked if the service line will be in the road right of way. Mr. Martin stated that was correct. Board Member English stated that Mr. Haigler mentioned that the road will be paved next year, and asked if the service line will be paved over. Mr. Haigler stated that the service line will not be paved over. Mr. Martin stated that the service line will be off the side of the road.

Board Member English stated that he is confused as to why it is not being required that a main be installed to their property so the properties beyond can be serviced. Mr. Martin stated that it would be ideal for a main to be looped through this area. Board Member English stated that if that area grows in the future that will be exactly what is needed. Board Member English stated that this service line would be abandoned and he could see an improvement district being formed, and wondered if the Garlings would be willing to participate in that improvement district, and pay their share of the water main, since they already have a service line. Mr. Martin asked the Garlings to chime in with a bit of history of the improvement district that was formed out in that area years ago.

Mrs. Garling stated that an improvement district was formed in the area approximately 20 years ago. Mrs. Garling stated that there were several properties that joined together to form the district during the eleven year drought. Mrs. Garling stated that when Mr. Forslund was the City Manager, he stated that annexation would have to be initiated at

that time or they would not receive City services. Mrs. Garling stated that after that happened, no one wanted to participate and it has been a contentious point. Mrs. Garling stated that the district laid dormant, there was no interest from folks about wanting to annex, and the same philosophy still exists. Mrs. Garling stated that the improvement and service district was eventually dissolved. Mrs. Garling stated that she does not believe a new improvement district would be formed in the near future. Mrs. Garling stated that when the City installed the water line, they decided that they would apply for water service. Mrs. Garling stated that there will not be a lot of people that would want to connect to the waterline unless they are closer to it, and she does not believe they will sign the commitment to annex agreement.

Board Member English asked how many residents are south of the Garling property. Mrs. Garling stated that there are 8-10, and possibly 12 properties south of hers that could get water without installing a pump station.

President Bell asked what size of service line the Garlings would be installing. Mrs. Garling stated that they would have a 1-inch tap with a 2-inch service line installed.

Vice President Jones stated that he thinks he is the one that raised the issue last month based on the non-contiguous annexation concept, and he agrees there are many non-contiguous parcels that are annexed to different municipalities, he sees that as being a factor as to whether a main needs to be run or not. Vice President Jones stated that there may be applications made in the future that would lead to multiple service lines, but he feels this contract is ok to approve under the current proposal and because the Board doesn't know what will happen in the future.

Board Member Jay asked if the four to six properties between the main and the Garlings wanted to connect, if the water main would have to be extended. Mr. Martin asked Mr. Haigler if another agreement came in to extend another service line for that area, if the County would approve another license agreement. Mr. Haigler stated that he kind of agrees with the Board amending their agreements so that if there are several requests for service, the main should be extended. Mr. Haigler stated that he would support not running any more service lines in the County right of way, but would support the City extending the main. Mr. Haigler stated that this is an isolated request.

Board Member Jay stated that the problem is that a precedent is being set with the Garlings, and if someone else requests service and is denied, there would be a good case to fight it.

Board Member English asked that in the future if the City extended a main, would the City fund the construction or would the adjacent property owners have to fund it. Mr. Martin stated that the City would not fund the water line extension, he believes it would be the developer or property owners that would have to pay for it through an LAD, or something of that nature. Mr. Beamer stated that Mr. Martin was correct, the initial costs would have to be funded by the developer or adjacent property owners, and once the water line is installed, the City would take it over for ownership and maintenance. Board

Member English stated that if he was the Garlings, he would squawk if the City assessed him for a water main when he already has a service line.

President Bell asked what the minimum size of main is that DEQ requires to be installed. Mr. Beamer stated that the DEQ minimum size requirement is 6-inch, however the City minimum size required is 8-inch. President Bell stated that he wondered if it would be appropriate to install a 6-inch main in this instance. Mr. Beamer stated that the City would not accept a 6-inch main to their system.

President Bell asked what the DEQ minimum service line requirements are. Mr. Beamer stated that there are minimum pressure requirements, and flows, but he doesn't believe there is a minimum size requirement; if there is, it would most likely be ¾-inch. Mr. Martin stated that he is unaware of a minimum size requirement for service lines.

Mr. Martin stated that he would like to go back to Board Member Jay's questions for a moment. Mr. Martin stated that if another person in the area between the water main and the Garlings approached the City requesting service, the first question would be if they had easements. Mr. Martin stated that it sounds like the County would not issue another license agreement for their right of way. Board Member English stated that they would then take it to court. Mr. Haigler stated that all the past outside-City service lines that the City has allowed the County to run, it would hold true that any of them could go to court if the County or City won't allow another service line. Mr. Haigler stated that it would be up to the City to decide if they want to take the system over through annexation.

Board Member English stated that he hopes the Garlings understand the dilemma the Board has with this issue.

Mrs. Garling stated that the one issue that will always be an underlying problem with folks in this area is the annexation compliance. Mrs. Garling stated that she doesn't know what the people in this area have against the City of Casper. Board Member English stated that the same issue was in Allendale. Mrs. Garling stated that she appreciates the dilemma as she was on the CPU Board for approximately 7 years. Mrs. Garling stated that there is an underlying issue in this area that some of the people in the area don't want to improve their property. Mrs. Garling stated that the people will haul water before they connect to a City of Casper waterline.

A motion was made by Vice President Jones and seconded by Board Member Jay to approve the Contract for Outside-City Water Service with Roger and Sheryl Garling, 4495 Squaw Creek Road. Motion passed. President Bell stated that the contract will be forwarded to Council with a do pass recommendation.

5. Mr. Martin asked the Board to reference the Contract for Outside-City Water Service with Thomas L. Davenport, 5255 CY Avenue. Mr. Martin stated that this property can connect into the 12-inch West Casper Zone II waterline located in Tavares Road. Mr. Martin stated that this property is not contiguous to the City of Casper and a Commitment to Annex will be signed. Mr. Martin stated that Mr. Davenport owns the entire lot, and if the entire lot was served water, it would be contiguous. Mr. Martin stated that in the

future, Mr. Davenport wants to annex all his lots in this area and get water and sewer to them.

Board Member Jay asked why only part of the lot would be served by water. Mr. Martin stated that there is a house on this portion of the lot.

Board Member English asked what the requirements would be if the lots were developed. Mr. Martin stated that the lots would need to be brought up to City specifications. Mr. Martin stated that Mr. Davenport wants to run water and sewer to the lots in the future as the funding is not in place at this time.

Board Member Jay asked what the trigger would be for annexation. Mr. Martin stated that annexation would be triggered when he wants water and sewer for all the lots.

Vice President Jones clarified that the water service will just be to the small piece of the lot and not the entire lot. Mr. Martin stated that was correct.

A motion was made by Board Member English and seconded by Vice President Jones to approve the Contract for Outside-City Water Service for Thomas L. Davenport, 5255 CY Avenue. Motion passed.

6. In Other Business, Board Member English asked if Council ever requested the Board Members to attend Council meetings. Mr. Martin stated that in the past, the Board President has attended Council meetings to let them know that the budget is recommended by the Board for approval, but this has not been the case in several years.

President Bell asked if there would be Board meeting in July. Mr. Martin stated that he recently spoke to someone regarding an Outside-City Water Contract. Mr. Martin stated that if the contract application fee payment is not received before the agenda deadline, there will not be a meeting.

A motion was made by Vice President Jones and seconded by Board Member English to adjourn the meeting at 7:51 a.m. Motion passed.

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Secretary

**CITY OF CASPER PUBLIC UTILITIES  
CASPER, WYOMING  
STATISTICAL REPORT  
JUNE 2020**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>TOTAL GALLONS PURCHASED</b>	596,230,136	284,189,805	314,678,473	3,580,827,135	3,068,819,520
<b>NEW SERVICES</b>	11	10	6	107	101
<i>* Billed to Casper by Central Wyoming Regional Water System Joint Powers Board starting October 1, 1997.</i>					
<b>PRECIPITATION (Inches)</b>	0.30	0.30	0.96	10.22	13.64

**REPAIRS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>WATER MAIN BREAKS</b>	2	0	2	21	17
<b>SERVICE LINE BREAKS</b>	2	0	2	7	24
<b>SEWER MAIN STOPPAGES</b>	0	1	2	10	17

**NUMBER OF ACTIVE ACCOUNTS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
<b>DOMESTIC (WATER &amp; SEWER)</b>	20,175	20,164	20,078
<b>COMMERCIAL (WATER &amp; SEWER)</b>	1,740	1,739	1,733
<b>OUTSIDE CITY (WATER RES)</b>	500	500	518
<b>OUTSIDE CITY (WATER-COMM)</b>	134	134	134
<b>IRRIGATION ONLY</b>	281	281	281
<b>TOTAL NUMBER OF ACCOUNTS</b>	22,830	22,818	22,744

**CITY OF CASPER PUBLIC UTILITIES  
CASPER, WYOMING  
STATISTICAL REPORT  
JULY 2020**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>TOTAL GALLONS PURCHASED</b>	667,333,141	596,230,136	635,485,546	667,333,141	635,485,546
<b>NEW SERVICES</b>	12	11	12	12	12
<i>* Billed to Casper by Central Wyoming Regional Water System Joint Powers Board starting October 1, 1997.</i>					
<b>PRECIPITATION (Inches)</b>	0.02	0.30	0.74	0.02	0.74

**REPAIRS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
<b>WATER MAIN BREAKS</b>	0	2	1	0	1
<b>SERVICE LINE BREAKS</b>	0	2	1	0	1
<b>SEWER MAIN STOPPAGES</b>	1	0	1	1	1

**NUMBER OF ACTIVE ACCOUNTS**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
<b>DOMESTIC (WATER &amp; SEWER)</b>	20,184	20,175	20,087
<b>COMMERCIAL (WATER &amp; SEWER)</b>	1,739	1,740	1,733
<b>OUTSIDE CITY (WATER RES)</b>	500	500	518
<b>OUTSIDE CITY (WATER-COMM)</b>	134	134	134
<b>IRRIGATION ONLY</b>	281	281	282
<b>TOTAL NUMBER OF ACCOUNTS</b>	22,838	22,830	22,754



August 6, 2020

MEMO TO: Michael Bell, President  
Members, Casper Public Utilities Advisory Board

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with B & TW Holdings, LLC.

**Meeting Type & Date**

CPU Advisory Board Meeting  
August 26, 2020

**Action Type**

Approval

**Recommendation**

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with B & TW Holdings, LLC.

**Summary**

This contract provides Outside-City water service for 3703 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located adjacent to the property.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Agreement

Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and B & TW Holdings, LLC, PO Box 669, Mills, Wyoming 82644; hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” (attached hereto and made a part of this agreement) being the East 1/2 of Tracts 47 and 48 of the Swingle Ranch Tracts, being located in the NW1/4 of the SE1/4 of Section 24, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 3703 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾ or 1-inch water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The water service line curb box shall be installed within the utility easement of the transmission line located adjacent to the property. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.
- e. The Owner shall, at Owner’s sole cost and expense, install a water service line from the meter pit to the Owner’s property.

- f. The Owner shall own, operate and maintain the water service line beyond the curb box located at the water main.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Squaw Creek and Swingle Acres Roads at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and

Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized

courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info  
Brett and Tiffany Waters  
Managing Members  
B & TW Holdings, LLC  
PO Box 669  
Mills, Wyoming 82644

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]



EXECUTED the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

OWNERS:

B & TW Holdings, LLC,  
PO Box 669  
Mills, Wyoming 82644

\_\_\_\_\_  
Brett Waters, Managing Member

\_\_\_\_\_  
Tiffany Waters, Managing Member

The undersigned mortgagee for B & TW Holdings, LLC hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Brett Waters as Owner/Managing Member of B & TW Holdings, LLC.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Tiffany Waters as Owner/Managing Member of B & TW Holdings, LLC.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

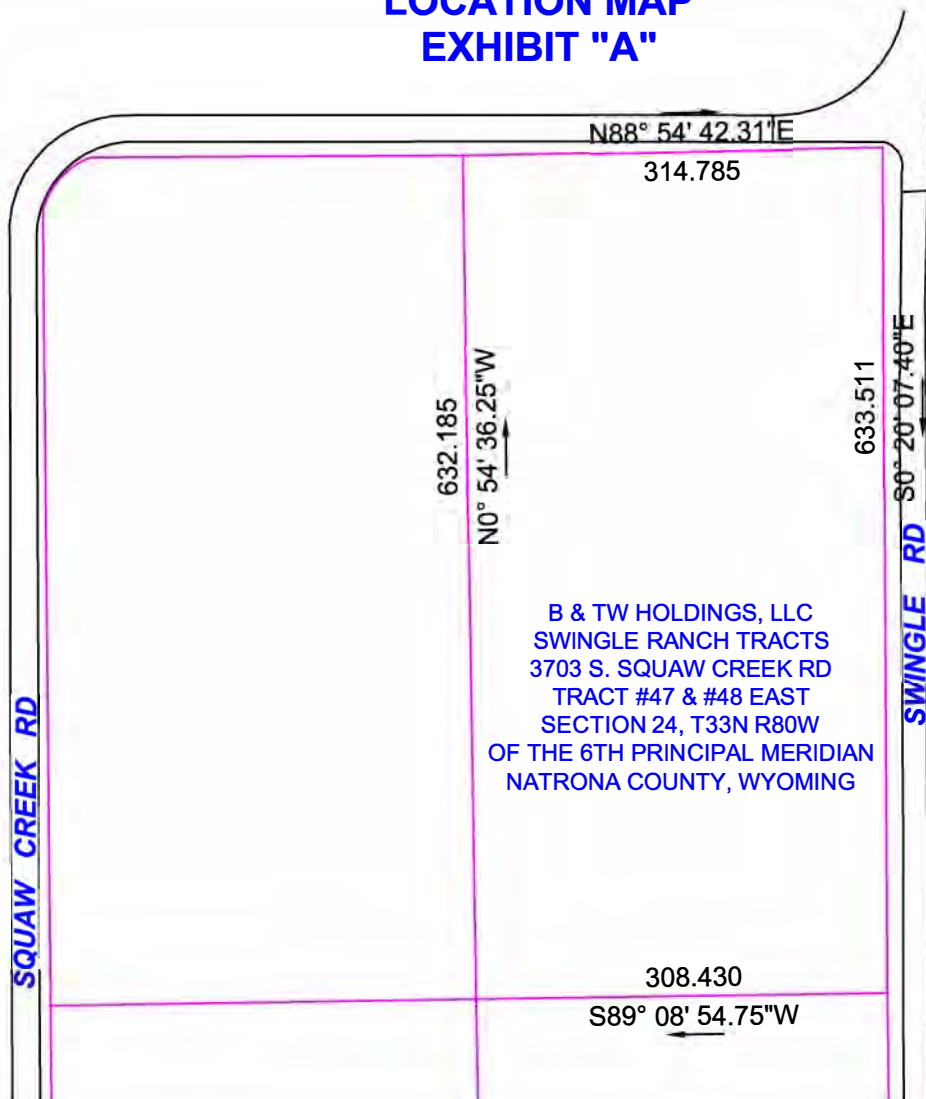
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



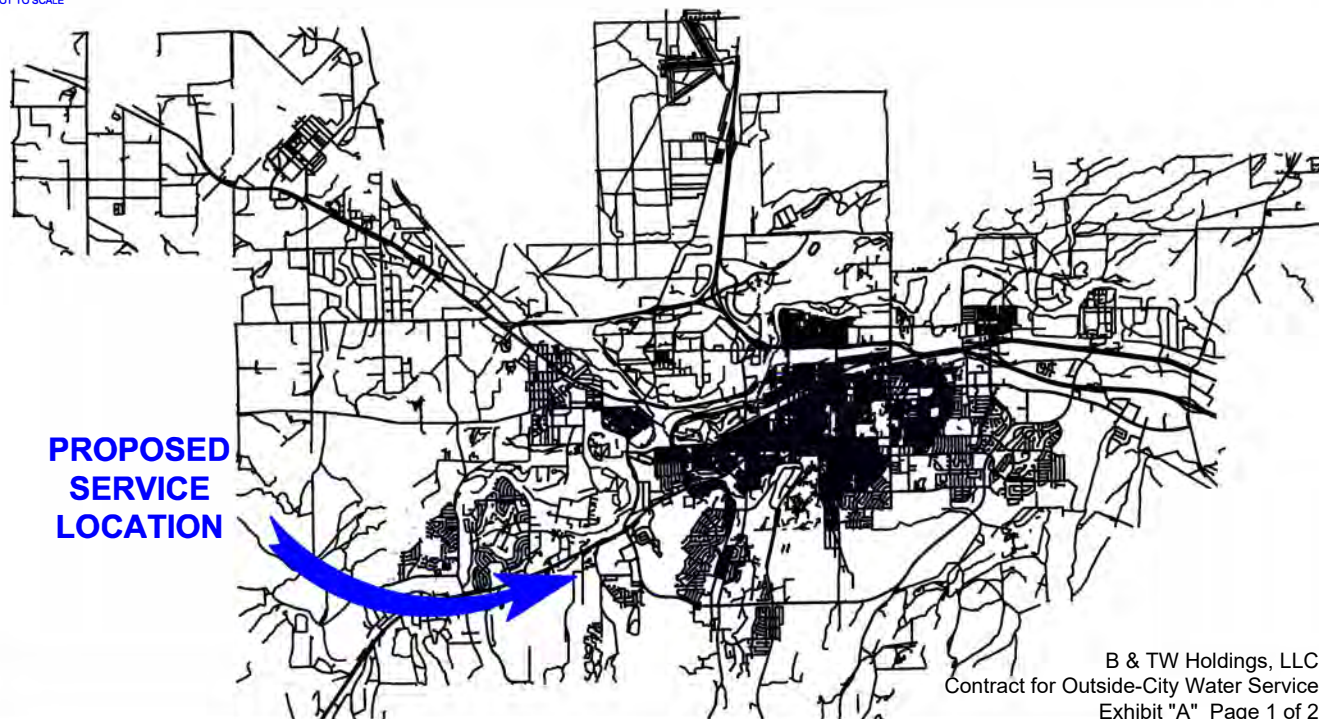
VICINITY MAP  
NOT TO SCALE

## LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

## VICINITY MAP







IRON MAIDEN®

U.S.A. DESIGN PATENT 4139248-1979

CANADIAN PATENT 10655729-1979

RD 1977

IRON MAIDEN® SYSTEMS 121 HOUSTON, TEXAS, U.S.A.

SWINGLE RANCH TRACTS Packet 12 Folder 5

# SWINGLE RANCH TRACTS

STATE OF WYOMING  
County of Natrona  
This instrument was filed for record on 4th day of October 1923 in Book 39 of Deeds

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness: CBlogner

Charles H. Swingle  
Eva Swingle

The State of Wyoming, } ss.  
County of Natrona.

On this 17<sup>th</sup> day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument

Given under my hand and Notarial Seal this 17<sup>th</sup> day of May A.D. 1923.

CBlogner  
Notary Public

My commission expires June 19<sup>th</sup>, 1923

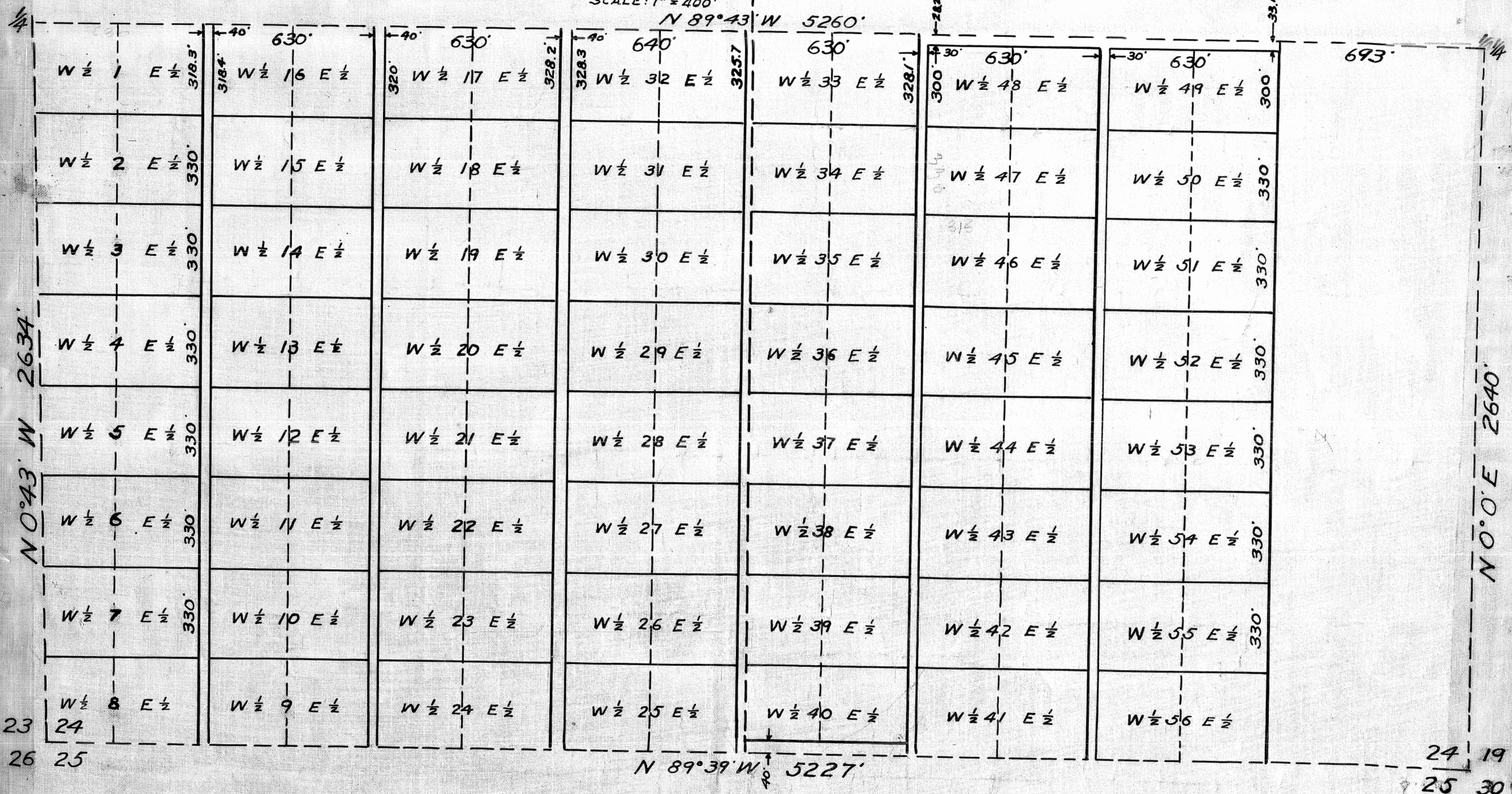
The State of Wyoming, } ss.  
County of Natrona.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill  
Surveyor.  
CBlogner  
Notary Public.

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of May A.D. 1923.  
My commission expires June 19<sup>th</sup>, 1923.

## SUBDIVISION SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W. OF 6<sup>TH</sup> PRINCIPAL MERIDIAN.





August 6, 2020

MEMO TO: Michael Bell, President  
Members, Casper Public Utilities Advisory Board

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with the Steven L. Wilson Living Trust

**Meeting Type & Date**

CPU Advisory Board Meeting  
August 26, 2020

**Action Type**

Approval

**Recommendation**

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with the Steven L. Wilson Living Trust.

**Summary**

This contract provides Outside-City water service for 4500 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located in Brandywine Road. The property is located approximately 1,000 feet south of the water main. The Natrona County Board of Commissioners have authorized a License to the Owners for installation of the water service line in the Brandywine Road Right of Way. A curb stop and meter pit will be located within the water main easement with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Agreement

Commitment to Annex

Steven L. Wilson Living Trust  
Contract for Outside-City Water Service

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Steven L. Wilson Living Trust, 4500 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” (attached hereto and made a part of this agreement), being Lot 4A of the Zephyr Estates, located in the NE1/4 of the NW1/4 of Section 25, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 4500 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located in Brandywine Road; and,
- D. Owner has obtained License 29-20-03, attached as Exhibit “B”, from Natrona County Board of Commissioners authorizing the water service to be placed in the Brandywine Road right of way; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾ or 1-inch water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in Brandywine Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.

- e. The Owner shall, at Owner's sole cost and expense, install a water service line from the meter pit to the Owner's property.
- f. The Owner shall own, operate and maintain the water service line beyond the curb box located on Squaw Creek Road.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines or within the water line easement.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to



satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary

improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in Brandywine and/or Squaw Creek at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk,

street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming

Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or

such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info  
Steven L. Wilson Living Trust  
4500 Squaw Creek Road  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

OWNERS:

Steven L. Wilson Living Trust  
4500 Squaw Creek Road  
Casper, Wyoming 82604

\_\_\_\_\_  
Steven L. Wilson  
Trustee

\_\_\_\_\_  
Bonnie L. Wilson  
Trustee

The undersigned mortgagee for the Steven L. Wilson Living Trust hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Steven L. Wilson as Trustee for the Steven L. Wilson Living Trust.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Bonnie L. Wilson as Trustee for the Steven L. Wilson Living Trust.

(seal)

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires:

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal  
corporation.

(seal)

NOTARY PUBLIC

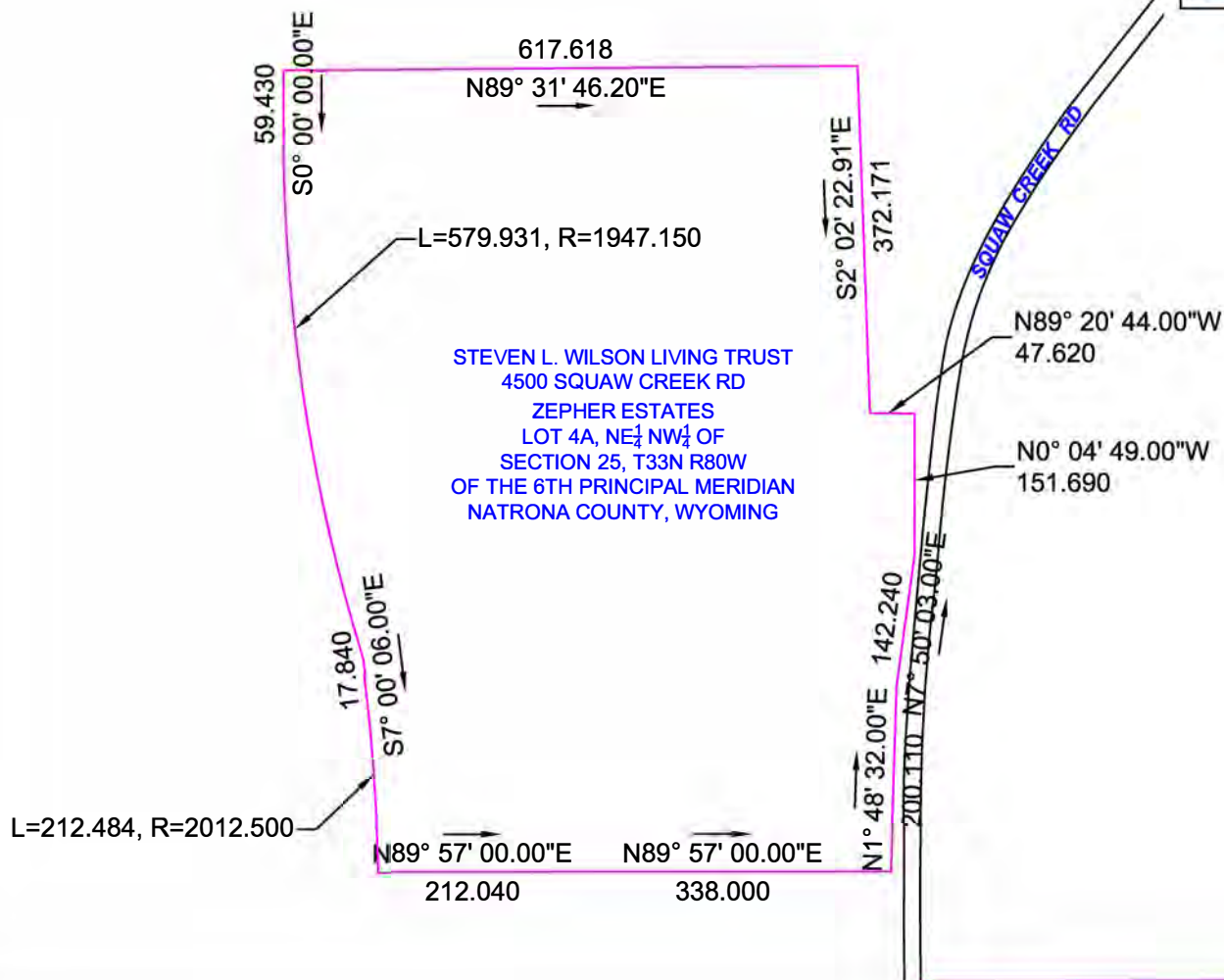
My commission expires: \_\_\_\_\_





VICINITY MAP  
NOT TO SCALE

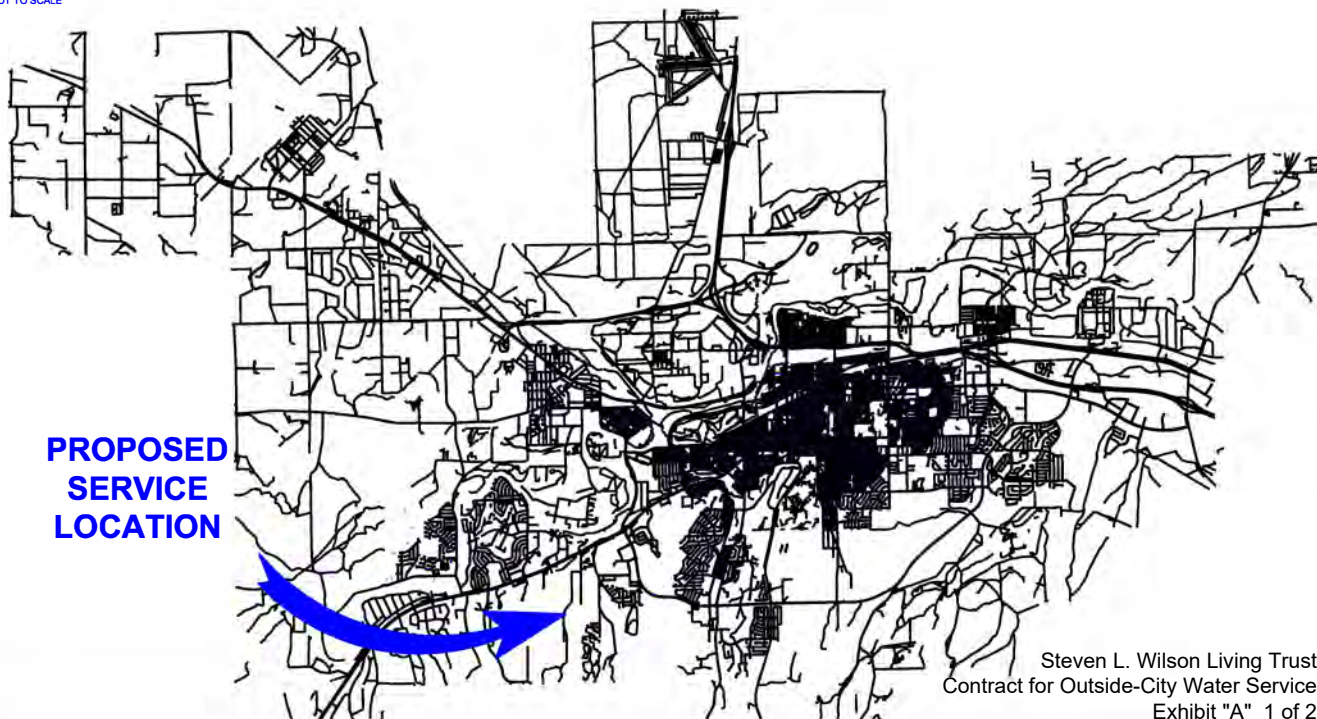
## LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

## VICINITY MAP

PROPOSED  
SERVICE  
LOCATION




Steven L. Wilson Living Trust  
Contract for Outside-City Water Service  
Exhibit "A" 1 of 2

TZ-08-08-2020

J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES L.L.C., A WYOMING LIMITED LIABILITY COMPANY AND STEVEN L. WILSON, TRUSTEE OF BONNIE L. WILSON, TRUSTEE OF THE STEVE L. WILSON LIVING TRUST, DATED APRIL 4, 2000, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF LOT 4, ZEPHYR ESTATES - PHASE 1 AND PORTIONS OF THE NE1/4NW1/4 SECTION 25, T. 33 N., R. 80 W., 6 TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PARCEL CONTAINS 12.516 ACRES, MORE OR LESS.

J. C. Bradley  
J. C. BRADLEY, ZEPHYR ESTATES LLC  
MANAGING PARTNER

  
STEVEN L. WILSON, TRUSTEE  
STEVEN L. WILSON LIVING TRUST  
DATED APRIL 4, 2000

Bonnie L. Wilson  
 BONNIE L. WILSON, TRUSTEE  
 STEVEN L. WILSON LIVING TRUST  
 DATED APRIL 4, 2000

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES, LLC ON THIS 18<sup>th</sup> DAY OF August, 2016.

MY COMMISSION EXPIRES: May 14, 2017

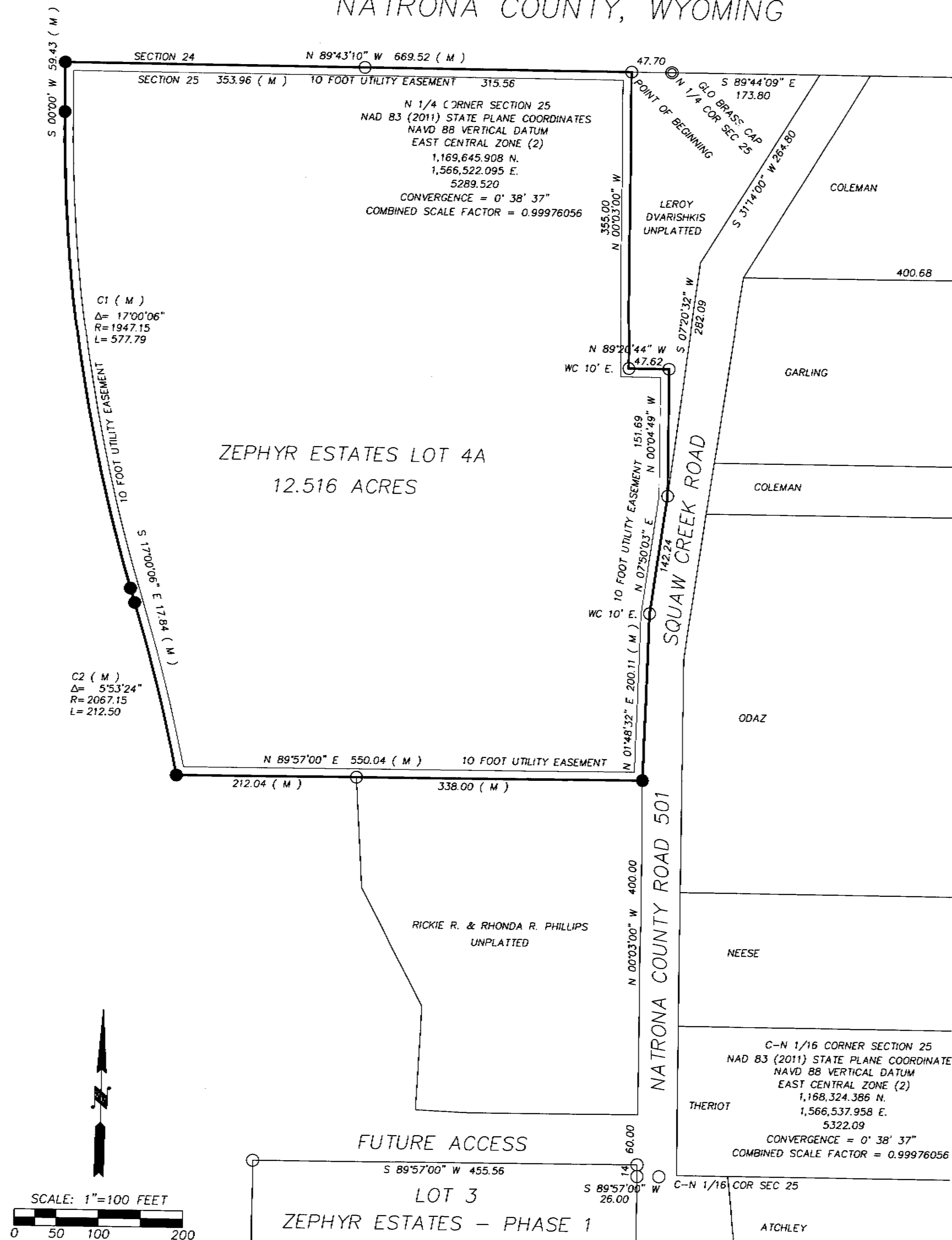
\_\_\_\_\_  
*Mary Emore*  
 NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVEN L. WILSON LIVING TRUST, DATED APRIL 4, 2000. ON THIS 15<sup>th</sup> DAY OF August, 2016.

MY COMMISSION EXPIRES: May 14, 2017

May 2006  
NOTARY PUBLIC

PLAT OF  
ZEPHYR ESTATES LOT 4A  
A VACATION AND REPLAT OF LOT 4 - ZEPHYR ESTATES - PHASE 1  
AND A PORTION OF THE NE1/4 NW1/4 SECTION 25  
T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING



I, WILLIAM G. LADD, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, LICENSE NO. 519, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTHS OF MAY AND JUNE, 2016 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

— SUBDIVISION BOUNDARY

○ FOUND ZEPHYR ESTATES 2 1/2" ALUMINUM CAP

● SET 5/8" X 24" REBAR WITH 2 1/2" ALUMINUM CAP

WC = WITNESS CORNER

BASIS OF BEARINGS - GEODECTIC BASED ON GPS  
DISTANCES ARE GROUND LENGTH  
COORDINATES ARE NAD 83 (2011)  
WYOMING STATE PLANE - EAST CENTRAL ZONE (2)  
ELEVATIONS ARE NAVD 88  
ERROR OF CLOSURE = 1 PART IN 98,162  
BEARINGS AND DISTANCES ARE RECORD AND MEASURED UNLESS NOTED  
( M ) BEARINGS AND DISTANCES ARE MEASURED

INSPECTED AND APPROVED ON THIS 29<sup>th</sup> DAY OF July, 2016

William R. Lehner  
COUNTY SURVEYOR

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

Walter R. Hildner for Dr. Hildner  
COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF August, 2016

  
COUNTY DEVELOPMENT DIRECTOR

Steven L. Wilson Living Trust  
Contract for Outside-City Water Service  
Exhibit "A" 2 of 2



**LICENSE**Date January 15, 2020Road Brandywine Road

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Steven L Wilson Living Trust 4/4/2000

(hereinafter called the "Licensee"), to construct, maintain, use and operate 1" Waterline Tap / 2" HDPE Waterline (hereinafter called the "Facility"), located in Section 25 Township 33-80 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 1/15/20, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

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

This license is subject to the following conditions:

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

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

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

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

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

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

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

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

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

Date of Commencement Late Winter/Early Spring 2020  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion Late Winter/Early Spring 2020  
(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 \_\_\_\_\_.



My term of office expires  
January 3, 2023

ATTEST:

County Clerk

COUNTY OF NATRONA

By

By

By

Chairman of the Board of County Commissioners.

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

ATTEST:

Secretary

President.

(the original instrument must be recorded in the County Clerk's office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

Steven L. Wilson Living Trust  
Contract for Outside-City Water Service  
Exhibit "B" Page 1 of 3

4270 Coates Road  
Casper, WY 82604

EXHIBIT 'A'  
COUNTY OF NATRONA

No. 29-20-03

APPLICATION FOR 1" Waterline Tap / 2" Waterline Service

Applicant: Steven L Wilson Living Trust 4/4/2000

Address: 4500 Squaw Creek Road Phone: 307-267-3473

Furnish the Following Information:

1) Location: Section 25, Township 33 North, Range 80 West.

2) County Road Designation Brandywine Road

3) Surface of County Road Gravel

4) Soils Type where applicable Sandy Loam

5) Reason for Application Water Service to new construction

6) Specifications: (Attach 3 copies where applicable)

est. 1500LF 2" DR9 HDPE Pipe

7) Plan: (Attach 3 copies where applicable)

SKETCH

"SEE ATTACHED DRAWING"

Approved:

Michael D. Hager 2/4/2020  
Road and Bridge Superintendent

County Engineer

County Commissioner

Approval Date:

Steven L Wilson  
Applicant or Agent

1/15/20x  
Date

Wyo. Reg. P.E.

Date

Completion Date:

ORIGINAL — RECORDING FILE

Steven L. Wilson Living Trust  
Contract for Outside-City Water Service  
Exhibit "B" Page 2 of 3



# Swingle Ranch Tracts

Zone II Wetlands Improvements Project

1500'

Legend  
Feature 1

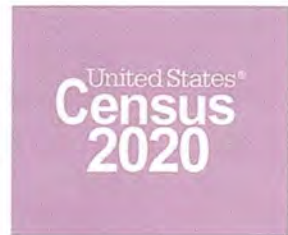
Google Earth

© 2013 Google





Shape  
your future  
START HERE >



## Response Rates

	8/12/2020	Internet Response	2010 Self-Response
Natrona	61.9%	49.9%	63.7%
Bar Nunn	71.1%	50.9%	65.3%
Casper	65.7%	12.5%	57.1%
Edgerton	37.5%	20%	62%
Evansville	42.2%	27.6%	4.3%
Midwest	38.2%	28.9%	51.8%
Mills	52.1%	22.3%	30.9%

Wyoming: 57.8% Total; 44.6% Internet; 63.4% Self-Response in 2010

National: 63.5% Total; 50.8% Internet; 74% Self-Response in 2010

\*<https://2020census.gov/en/response-rates.html>

## 2020 Census Updated Timeline (Dates are subject to change)

Self-Response Open: March 12 – September 30

Group Quarter Enumeration: July 1 – September 3

Non-Response Follow-Up: August 11 – September 30

Transient Non-Sheltered Outdoor Locations (TNSOL): September 3 – 28

Service-Based Enumeration of People Experiencing Homelessness: September 22-24



## **CONTACT**

Hailey Bloom  
Public Information Officer, CNCHD  
hrodgers@cnchd.org  
307-577-9755

## **COVID-19 Risks and Reminders for Outdoor Events and Gatherings**

*CASPER, WYOMING (AUGUST 19, 2020)* – The Casper-Natrona County Health Department is aware of and shares our community's concern regarding events, gatherings and COVID-19 restrictions and guidelines. Community transparency and clarity are of the utmost importance to CNCHD vital to limiting transmission of COVID-19 within our community.

The Casper-Natrona County Health Department has worked diligently to provide guidance and information surrounding community events and economic stimulation. This includes partnering with local groups and establishments to create safe plans for gatherings and events while minimizing risk of exposure. The concert occurring in downtown Casper over Labor Day is a perfect example of this. In this case, and every case of a large community gathering, CNCHD works with organizers to ensure all precautions are accounted for and a strong plan is in place prior to the event. For this particular situation, the event organizers are having smaller separate groups, enhanced security and enforcement of distancing and are utilizing a large outdoor set up to prevent the possible 1000 people from mingling. In this case, these circumstances and precautions were reviewed locally and by the state health officer and were deemed appropriate to minimize the risk of transmission of COVID-19. This is a ticketed, controlled event and advanced planning allows precautions to be taken to prevent transmission of illness in this setting. In addition, the current state health orders allow for outdoor gatherings of this size provided that organizers can adhere to the subsections of requirements in the second statewide public health order.

The Casper-Natrona County Health Department recognizes the substantial impacts events and gatherings have on businesses and the local economy and is in full support of encouraging those events safely. The primary goal of CNCHD for the last several months has been to work to keep businesses open, allow for schools to reconvene and continue to limit COVID-19 transmission into the fall and winter. Precautions are crucial to ensuring all of the plans and work are not wasted. Although evidence shows the virus is less easily transmitted outdoors, without additional measures like face coverings when realistic (such as when not eating/drinking) and distancing, these events could cause substantial problems.

There is still evidence of community transmission of COVID-19 within Natrona County. As we continue into the fall and winter and with more normal activities reconvening, the Casper-Natrona County Health Department recommends increased diligence in precautions to prevent likelihood of transmission of COVID-19. The Casper-Natrona County Health Department shares in the community's goals of maintaining business and health in a safe and equitable balance. The public's assistance is crucial to a successful finish to summer and launch of a new school year. As we approach the fall and winter with increased normal respiratory illness including seasonal flu, a community effort will make a substantial impact on our outcomes as a community.

[CasperPublicHealth.org](https://CasperPublicHealth.org)

To minimize impacts on our community, health systems and businesses, please do your part in taking precautions when necessary and possible. This includes washing hands often, using hand sanitizer when hand washing is unavailable, avoiding close contact with people who are sick, practicing social distancing, covering the mouth and nose with a cloth face covering when around others and in public, covering coughs and sneezes, and cleaning and disinfecting frequently touched surfaces.



**City of Casper Guidance for Non-Critical Personnel for Illness or Exposure  
To Confirmed or Presumptive Cases of COVID-19, Coronavirus  
Revised August 14, 2020**

Have you:

been told by the Casper-Natrona County Health Department (CNCHD) or a medical provider that you are positive or presumed to be positive for COVID-19?

been told by the CNCHD or a medical provider or had close contact with someone who has been told by the CNCHD or a medical provider to quarantine/isolate due to close contact (exposure) to COVID-19?

YES

High Risk

1. **Do not go to work**; isolate yourself from others and use face covering when around others; avoid public spaces, public activities and gatherings of any size.
2. Contact your Supervisor & HR/RM; talk to your supervisor about remote work.
3. Notify dispatch or health care providers in advance if seeking medical attention.
4. Ask HR about applicable benefits/leave options including Work Comp, FFCRA leave, FMLA.
5. Symptomatic employees and those who are tested for COVID-19 will be subject to Return to Work rules in the City's Pandemic Response Plan.
6. Exposed employees generally isolate for 14 days.

NO

Have you been in close contact with someone with a confirmed positive test or presumptive diagnosis of COVID-19 without PPE (exposure)?

Do you have symptoms of COVID-19 or have you been in close contact with someone who has symptoms such as fever, aches, cough, shortness of breath, sore throat, nausea, vomiting, new loss of taste or smell, or other symptoms of COVID-19, even if symptoms are mild?

YES

High Risk

Contact the Casper-Natrona County Health Department (CNCHD) COVID-19 Hotline at 577-9892 or your health care provider by phone or use a telehealth service such as AmWell or MDLive. Follow recommendations for testing, self-care, and quarantine/isolation.

NO

Have you:

been in close contact with someone with a positive test or presumptive diagnosis of COVID-19 while using PPE, and are asymptomatic?

been in close contact with someone who has been in close contact with a positive or presumptive diagnosis of COVID-19 (indirect exposure), and both are asymptomatic?

been in the same indoor environment with a symptomatic person who is positive or has a presumptive diagnosis of COVID-19, but not met the definition of close contact, and are asymptomatic?

YES

Low to  
Moderate  
Risk

1. Contact your Supervisor & HR/RM before reporting to duty.
2. Remote work if possible.
3. Monitor yourself for fever, aches, cough, shortness of breath, sore throat, nausea, vomiting, new loss of taste or smell, or other symptoms of COVID-19 for 14 days after medium/low risk exposure; stay home if sick.
4. Utilize a face covering when around others for 14 days after medium/low risk exposure.
5. Strictly follow social distancing requirements; remain six feet away from others; practice infection controls - regular hand washing, cough/sneeze etiquette, proper tissue use, and disinfecting commonly used surfaces.
6. You will be subject to body temperature measurement at work.
7. Do not share the medical diagnosis of others with coworkers.
8. Do not discriminate or harass people if you learn or suspect that they have COVID-19.

NO

Are you afraid to report to work because you believe your job puts you at higher risk of contracting COVID-19?

YES

Are you or a member of your household at higher risk of serious illness from COVID-19 as defined by the Centers for Disease Control and Prevention (CDC)?

NO

NO

YES

1. Complete COVID-19 employee training.
2. Talk to your supervisor about your work and the risk of contracting COVID-19.
3. Work with your supervisor and safety representative on ideas to change standard operating procedures to limit exposure for all employees.
4. Strictly follow, and encourage coworkers to follow, social distancing requirements to remain six feet away from others as well as infection control practices such as regular hand washing, coughing and sneezing etiquette, proper tissue use and disposal, and frequently disinfecting commonly used surfaces.
5. Utilize appropriate PPE for infectious disease prevention, including face covering when you are helping customers or within six feet of other city employees; complete OSHA required paperwork for voluntary use of N-95 respirators.
6. Report to your supervisor if coworkers are not adhering to infection control practices or exhibiting symptoms of illness.

1. Notify your supervisor that you have concerns related to your work and the risk of contracting COVID-19.
2. Thoroughly complete the *Special request for consideration of temporary duty relating to high risk factors for contracting Coronavirus (COVID-19)* form and submit to Human Resources or Risk Management.
3. Contact your supervisor or Risk Management for assistance with the form.
4. Ask your supervisor or HR about paid leave options while you wait for modifications or if your situation qualifies for FFCRA leave.

**City of Casper**  
**Employee Guidance for Non-critical Personnel with Illness or Exposure**  
**to Confirmed or Presumptive Diagnosis of COVID-19, Coronavirus**  
**April 15, 2020**  
**Revised August 14, 2020**

This guidance was produced by the City of Casper Risk Management Division with information obtained from the [Casper-Natrona County Health Department](#), the [Wyoming Department of Health](#), and the [Centers for Disease Control and Prevention \(CDC\)](#).

Sworn Police and Fire personnel, as well as other critical infrastructure personnel, may follow alternative guidelines as established by their department, Emergency Operations Center (EOC), and/or CDC to determine the appropriate course of action related to exposures to COVID-19.

Note that this guidance does not apply to healthy employees who must stay home to care for healthy children due to school or daycare closures. Please review the [Families First Coronavirus Response Act \(FFCRA\) Policy and support documents](#) for more information on how employees can address this situation.

It is difficult to write guidelines for every situation employees may encounter. Please contact Risk Management or Human Resources for guidance or assistance with situations relating to this pandemic.

## **Definitions**

**Presumptive Diagnosis:** In some cases, health officials may presume someone is infected with COVID-19 and recommend isolation and treatment based on the presumption, without confirming the diagnosis with a test. The City of Casper will treat positive tests and presumed but unconfirmed cases of COVID-19 the same.

## **High Risk Scenarios:**

- Being told by the Casper Natrona County Health Department (CNCHD) or a health care provider that you have a confirmed positive diagnosis or a presumptive diagnosis of COVID-19.
- Being told by the CNCHD or a health care provider to quarantine/isolate or living with someone who has been told by the CNCHD or a health care provider to quarantine/isolate due to direct close contact (exposure) to a confirmed positive diagnosis or presumptive diagnosis of COVID-19.
- Having close contact with someone with a confirmed positive diagnosis or a presumptive diagnosis of COVID-19, without PPE (exposure).
- Experiencing symptoms yourself or having close contact with someone who is experiencing symptoms such as fever (or signs of fever such as body aches and chills), cough, shortness of breath, sore throat, nausea or vomiting, new loss of taste or smell,

or other symptoms of COVID-19, even if symptoms are mild, pending a medical diagnosis.

### **Medium Risk Scenarios:**

- Having close contact with someone with a confirmed positive diagnosis or a presumptive diagnosis of COVID-19 while using PPE, and are asymptomatic.
- Being in close contact with someone who has been in close contact with a confirmed positive diagnosis or presumptive diagnosis of COVID-19, and both are asymptomatic.

### **Low Risk Scenario:**

- Being in the same indoor environment with a confirmed positive diagnosis or presumed diagnosis of COVID-19 for a prolonged period of time, but not meeting the definition of close contact, and are asymptomatic.

Interactions not covered above such as walking by individuals, being in the same building, or being in the same room for shorter periods of time present little to no identifiable risk to employees.

### **Close contact:**

- Living in the same household as someone
- Being within 6 feet of someone for 10 minutes or longer
- Being in direct contact with respiratory droplets of someone (e.g., being coughed or sneezed on, sharing utensils)

**Symptomatic:** Exhibiting any symptoms of COVID-19 illness, even if mild, including fever, chills, headaches and/or body aches, coughing, difficulty breathing or shortness of breath, sore throat, runny or stuffy nose, nausea or vomiting, new loss of taste or smell, or any other symptoms as identified by health officials as indicative of COVID-19.

**Asymptomatic:** Exhibiting NO symptoms of COVID-19 as described above.

### **High Risk Scenarios**

#### **Recommended Actions:**

1. Do not go to work; isolate yourself from others, including others who live or spend time in your home; avoid public spaces, public activities and gatherings of any size.
2. If diagnosed, follow all recommendations of the Casper-Natrona County Health Department (CNCHD) or your health care provider. If not diagnosed, contact the established CNCHD COVID-19 Hotline at 307-577-9892 or your primary care provider and follow all recommendations for testing, self-care, and quarantine/isolation.
3. Notify your supervisor and/or Risk Management or Human Resources immediately; discuss the possibility of remote work, if available.
4. Report to your supervisor and Risk Management/Human Resources the name(s) of coworker(s) that you have been in close contact with for the past 14 days.

5. If you must go out in public for any reason, including to see a doctor or go to a pharmacy, utilize a face covering to reduce the risk of transmittal to others.
6. If you have a medical emergency and need to call 911, tell the dispatch personnel that you are ill with or have exposure to COVID-19. If possible, put on a facemask before emergency medical services arrive or immediately after they arrive.
7. Exposed employees isolate for 14 days or as directed by CNCHD or a health care provider.
8. Symptomatic employees or employees who are tested for COVID-19 are subject to Return to Work rules as outlined in the [City of Casper Pandemic Response Plan](#).
9. If you believe you contracted COVID-19 as a result of work, follow the City of Casper's workplace injury/illness process.
10. Review the City of Casper's [Families First Coronavirus Response Act \(FFCRA\) Policy and support documents](#) for information regarding leave benefits and remote work options. Complete applicable paperwork and submit to HR as soon as possible.
11. If you or an immediate family member are ill, this may qualify as a serious medical condition under the Family Medical Leave Act (FMLA). Contact Becky Nelson, Human Resources Specialist, for FMLA paperwork.

## **Medium and Low Risk Scenarios**

### **Recommended Actions:**

1. Contact your supervisor and/or Risk Management or Human Resources before reporting to duty.
2. Discuss the possibility of remote work with your supervisor.
3. If remote work is not possible:
  - a. Monitor yourself for fever, chills, headaches and/or body aches, coughing, difficulty breathing or shortness of breath, sore throat, runny or stuffy nose, nausea or vomiting, new loss of taste or smell, or any other symptoms of COVID-19 for 14 days after the last day of medium or low risk exposure. If you develop symptoms, stay home.
  - b. You will be required to measure and record your body temperature each day before work. This confidential medical record will not be shared with anyone other than your supervisor(s) and Human Resources/Risk Management.
  - c. Wear a face covering while around others for 14 days after the last day of medium or low risk exposure. Required PPE must be provided by the City, unless you would prefer to provide your own.
  - d. Strictly follow social distancing requirements to remain six feet away from others and infection control practices such as regular hand washing, cough/sneeze etiquette, proper tissue use and disposal, disinfecting commonly used surfaces.
4. Do not share the medical diagnosis of others with coworkers.
5. Do not discriminate or harass other employees or members of the public if you learn or suspect that someone has COVID-19.

## **Employees at Higher Risk of Serious Illness**

The City of Casper recognizes that some employees, and/or immediate family or household members, have increased risk of serious illness during a pandemic. Therefore, during this COVID-19 pandemic, the City of Casper Human Resources and Risk Management Divisions will accept and review, on a case by case basis, employee requests for temporary or modified duty that reduce the risk of contracting COVID-19.

### **Recommended Actions:**

1. Talk with your supervisor about your concerns related to your work and the risk of contracting COVID-19.
2. Complete the [Special request for consideration of temporary duty relating to high risk factors for contracting Coronavirus \(COVID-19\) form](#) and submit to Human Resources or Risk Management as soon as possible.
  - a. Identify all specific tasks or parts of your job that you feel put you at risk for exposure to COVID-19.
  - b. Identify all requests to modify work and lessen the risk of exposure. Work modifications vary dramatically by case, but may include working from home, isolation/separation from others at work, temporary suspension of specific high-risk tasks, additional PPE, and others.
3. Contact Risk Management if you have questions or concerns regarding your notice of approved work modifications, or if you have not received notice of approved modifications within one week of your request.
4. Employees may utilize earned leave while requests for temporary or modified duty are reviewed and efforts to execute protective measures are completed.
5. Review the City of Casper's [Families First Coronavirus Response Act \(FFCRA\) Policy and support documents](#) for information regarding leave benefits and remote work options. Complete applicable paperwork and submit to HR as soon as possible.

### **Addressing COVID-19 with Your Supervisor**

#### **Recommended Actions:**

1. Complete [COVID-19 employee training](#).
2. Talk with your supervisor about your work and the risk of contracting COVID-19.
3. Work with your supervisor, safety representatives, and Risk Management on ideas to change standard operating procedures to reduce the risk for all employees.
4. Strictly follow, and encourage coworkers to follow, social distancing requirements to remain six feet away from others and infection control practices such as regular hand washing, cough/sneeze etiquette, proper tissue use and disposal, and disinfecting commonly used surfaces.
5. Utilize appropriate PPE for infectious disease prevention, including face covering when helping customers or within six feet of other city employees.
  - a. Where job tasks do not require the use of respirators, but you elect to voluntarily use an N-95 respirator for COVID-19 protection, you must complete the proper paperwork, as required by OSHA, to utilize N-95 respirators on a voluntary basis.
6. Report to your supervisor if coworkers are not adhering to infection control practices or if they are exhibiting symptoms of illness.

# **City of Casper Pandemic Response Plan**

Effective March 23, 2020

Revised April 17, 2020

Revised June 16, 2020

Revised August 14, 2020

## **Staying Home When Ill**

During declared pandemic situations, as designated by appropriate local, state, and national health officials, it is especially critical that employees do not report to work while they are experiencing any symptoms that have been identified by health officials as indicative of the pandemic illness. This could include:

- Fever
- Chills
- Coughing/sneezing
- Fatigue
- Sore throat
- New loss of taste or smell
- Nausea, vomiting, and/or diarrhea
- Runny or stuffy nose
- Headaches and/or body aches
- Difficulty breathing or shortness of breath
- Any other symptoms as identified by health officials

The Natrona County Health Department <https://casperpublichealth.org/> and the Wyoming Department of Health <https://health.wyo.gov/> websites should be consulted for updates on specific pandemic symptoms.

Employers are always entitled to know why an employee has not reported to work. Supervisors of employees who do not report to work should ask the employee why he or she has been absent so appropriate follow-up and return-to-work protocols may be taken. Supervisors must treat all information about employee illness as a confidential medical record in compliance with the Americans with Disabilities Act (ADA). Any documents received by supervisors related to employee illnesses shall be forwarded to Human Resources within five (5) business days for appropriate record keeping.

## **Symptomatic Employees Who Report to Work**

As a safety consideration, management should look to the physical well-being of employees and whether the health of coworkers is endangered by an employee who is exhibiting symptoms of the infectious disease causing the pandemic. Therefore, if an employee appears to have symptoms at the workplace, supervisors have the authority and obligation to require the employee to leave the workplace.

The City of Casper has established policies and procedures to guide management in determining when it is appropriate to send an employee home. Such guidelines ensure that decisions are made in a non-discriminatory manner and that notification at the earliest feasible time is given to employees.

Supervisors are not to make a medical diagnosis, but may rely on objective observations of an employee's symptoms in making a reasonable determination to send home an employee whose symptoms appear to be indicative of the pandemic illness as described above.



If a supervisor observes that an employee is exhibiting one or more symptoms of the infectious disease causing the pandemic, the supervisor should document and discuss the observations with the employee. If an employee is exhibiting symptoms, but provides an alternate reason for symptoms that is not infectious in nature, such as allergies, the supervisor may verify the employee does not have a temperature of 100 degrees Fahrenheit or higher and return the employee to work. Supervisors should suggest that employees exhibiting symptoms verify that they pose little risk to other workers by contacting a primary care physician, telehealth, or a pandemic hotline to discuss symptoms and other risk factors for illness prior to continuing work.

Supervisors should train, emphasize, and enforce infectious control practices such as regular hand washing, coughing and sneezing etiquette, and proper tissue use and disposal. Employee refusal to adhere to disease control protocol should be treated as a performance issue, and does not necessarily justify sending an employee home for exhibiting symptoms.

Where practicable, supervisors should first seek the approval of their manager, department director, or Human Resources before sending a presumed sick employee home.

Employees who are sent home because they exhibit symptoms of contagious illness are subject to the provisions for returning to work as outlined in this Plan. Such employees shall be entitled to the same pay and benefits afforded to other employees during pandemic situations.

### **Returning to Work after Exposure or Illness<sup>1</sup>**

Employees with symptoms indicative of COVID-19, close contact with someone who has symptoms of COVID-19, or direct contact to a positive COVID-19 case must stay home and contact the established Public Health COVID-19 Hotline or their health care provider.

- Symptomatic employees who are advised by a medical professional or Public Health that they do not need a COVID-19 test may return to work after they are free of fever and other symptoms for at least 24 consecutive hours, without the use of fever-reducing medicines at any time during the 24-hour period.
- Employees who are tested for COVID-19 due to symptoms or exposure may return to work after a confirmed negative result **AND**, if applicable, they are free of fever and other symptoms for at least 24 consecutive hours, without the use of fever-reducing medicines at any time during the 24-hour period, **UNLESS** advised by a healthcare professional to isolate longer.
- Employees with a positive COVID-19 test result:
  - Those with mild to moderate symptoms who were directed to self-care at home may return to work after at least 10 days have passed since the symptom onset **AND** they are free of fever for at least 24 consecutive hours, without the use of fever-reducing medicines at any time during the 24-hour period, **AND** other symptoms have improved.
  - Those with severe illness that required medical care may return to work after 20 days have passed since the symptom onset, or as advised by a medical professional.
  - Those infected with COVID-19 who never develop any symptoms may return to work 10 days after the date of their first positive test.

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<sup>1</sup> Modified based on [CDC Discontinuation of Isolation Guidance](#) updates released July 20, 2020.

Written documentation regarding return to work or isolation from local or state health officials or medical providers that conflict with these return to work rules supersedes the requirements of this Plan.

The City of Casper reserves the right to require employees to provide documentation from healthcare providers for absences and/or to return to work, as allowed by applicable laws.

Personal medical expenses incurred to provide requested justification for disability leave or confirmation of safe return to work will be the responsibility of the employee, excepting compensable Workers' Compensation claims.

### **Accounting for Time Away from Work**

During pandemic situations, local, state, or national regulations may be enacted to address employee leaves. The City of Casper will adjust policies as required to comply with applicable laws and offer flexibility and support to employees impacted by a pandemic.

The City of Casper Families First Coronavirus Response Act (FFCRA) Policy was developed in response to the COVID-19 pandemic. The FFCRA policy and law are temporary, effective April 1, 2020, through December 31, 2020. Employees may be eligible for paid sick leave under the FFCRA. Employees may also be eligible for Expanded Family Medical Leave (FML) under the policy for qualifying school or childcare closures due to the pandemic. Refer to the [FFCRA policy and resource documents](#) on SharePoint for details.

The City of Casper Rules and Regulations disability leave policies will be expanded during the pandemic to allow employees to use available disability leave and other personal leave to care for ill family members or stay home with children during school or childcare closures.

Employees with an increased risk of serious illness during the pandemic who wish to quarantine as a protective measure may also be eligible to utilize paid leave, if temporary or modified duty, including remote work, is deemed unfeasible by Human Resources/Risk Management and the department director. Employees shall be allowed to utilize disability leave while requests for temporary or modified duty are reviewed and efforts to execute protective measures are completed.

### **Travel and Visitors During Pandemic**

All non-essential out-of-state work travel shall be suspended during declared pandemics. Employees who travel out-of-state as an essential part of their job shall consult with management on appropriate actions.

The City of Casper reserves the right to deny training requests, vacation requests, and other leaves for business-related reasons. Employees who choose to disregard denied leave requests are subject to discipline as outlined in applicable sections of City of Casper Rules and Regulations.

Employees who travel are expected to research and adhere to orders and/or guidelines established by State of Wyoming authorities as well as the authorities for the location being traveled to.



Employees who travel internationally for any reason or who receive international visitors, will be required to self-isolate at home for a period of 14 days after returning from travel or from initial contact with the visitors. Remote work is encouraged, if available. At the end of the 14-day quarantine, the employee may return to work if the employee has not had signs or symptoms of a contagious illness. An employee who develops symptoms after international travel or receiving an international visitor will be subject to the provisions for returning to work as outlined in this Plan.

Employees who travel domestically are encouraged to avoid locations with high COVID-19 exposure. Regardless of the location, those who engage in high-risk activities, such as those listed below, while traveling should self-isolate at home for a period 14 days after returning from travel. Remote work is encouraged, if available. Employees and supervisors should arrange for remote work prior to travel taking place. If remote work is not approved or available, traveling employees will be required to list the location(s) they are traveling to and track close contacts and activities, on the provided form, during travel. The form will be submitted to employee's supervisor or Risk Management upon return.

Close contacts and/or activities that must be tracked by employees:

- Having close contact with other people without cloth face covering. Close contact is defined as staying in the same household with, or being within six feet of another person for 10 minutes or longer.
- Having close contact with someone with a confirmed positive diagnosis or a presumptive diagnosis of COVID-19.
- Being exposed to the respiratory droplets of another person (being coughed or sneezed on, sharing utensils).
- Utilizing air travel and other forms of public mass transit.
- Going on a domestic cruise.
- Attending any large public gatherings, beaches, parks, or museums, including, but not limited to: sporting events, concerts, theater and other performances, parades or rallies, festivals, fairs/carnivals, amusement parks, etc.
- Attending large private events with more than 50 people, including, but not limited to: weddings, funerals, family reunions, and other private parties and gatherings.
- Shopping in large retail stores without face covering and/or where the retailer does not practice similar precautions as required in Wyoming for retailers.
- Staying at hotels or other accommodations where the establishment does not practice similar precautions as required in Wyoming for hospitality and accommodations.
- Eating and/or drinking at restaurants or bars/taverns/pubs where the business does not practice similar precautions as required in Wyoming for restaurants or liquor establishments.
- Engaging in personal services (beauty salons, massage, body art, fitness centers, etc.) where the business does not practice similar precautions as required in Wyoming for similar services.

Employees who fail to track as required, or who are determined to be high risk based on the review of individual travel logs by a supervisor, Human Resources, and/or Risk Management, may be required to self-isolate, utilizing personal leave.

If the employee is permitted to return to the workplace immediately after travel, he/she will be required to symptom and/or temperature monitor and report results at the start of each work

day, practice social distancing at work (maintain distance of 6 feet or more from others), wear a face covering while in close contact with public or coworkers, and track close contacts at work for 14 days after returning from travel. If any symptoms of illness develop within 14 days of returning from travel, the employee shall stay home, upon first symptom, and notify his/her supervisor of the illness immediately. An employee who develops symptoms after domestic travel will be subject to the provisions for returning to work as outlined in this Plan.

Refusal to participate in required tracking while traveling during a declared pandemic shall be considered insubordination. Such employees may be subject to disciplinary action as outlined in City of Casper Rules and Regulations.

During self-isolation due to travel, employees may use their accrued disability leave, vacation time, compensatory time, and/or other leaves with or without pay, as required by City policy or as directed by the City Manager.

Employees are encouraged to be mindful of visits from friends, relatives, or other personal contacts from areas of high COVID-19 exposure. Employees who have close contact with any out-of-state visitors will be required to symptom and/or temperature monitor and report results at the start of each work day, practice social distancing at work (maintain distance of 6 feet or more from others), wear a face covering while in close contact with public or coworkers, and track close contacts at work for 14 days after initial contact with out-of-state visitors. If any symptoms of illness develop within 14 days of initial contact with the visitor(s), the employee shall stay home, upon first symptom, and notify his/her supervisor of the illness immediately. An employee who develops symptoms after receiving out-of-state visitors will be subject to the provisions for returning to work as outlined in this Plan.

For information on Centers for Disease Control and Prevention Travel Health Notices for each country, visit <https://wwwnc.cdc.gov/travel/notices/>.

### **Temperature Monitoring**

In situations where the Centers for Disease Control and Prevention (CDC) and state and local health authorities have acknowledged community spread of a pandemic illness, measuring an employee's body temperature may be deemed acceptable by the Equal Employment Opportunity Commission (EEOC) and the ADA.

Under these circumstances, the City of Casper may elect to check the temperature of first responders and other essential employees, employees exhibiting other symptoms of illness, employees with possible exposures, employees who travel, vendors/contractors performing work near employees prior to or while on duty, and in any other instance where it is in the City's best interest to temperature monitor. This preventative measure is intended to reduce the risk of pandemic spread among essential personnel and our community at large. However, this measure cannot guarantee that an individual who does not exhibit symptoms, such as fever, is not infected or contagious.

The City of Casper shall adhere to social distancing and other applicable guidelines as recommended by local and national health officials while measuring body temperatures. At the direction of department directors and/or Human Resources or Risk Management, temperatures are to be taken by trained personnel with a City-approved thermometer intended for human temperature measurement. Employee temperatures shall be recorded and the information shall be handled as a confidential medical record in compliance with the ADA. Records of

temperature monitoring shall be forwarded to Human Resources within five (5) business days for appropriate record keeping.

Employees with body temperatures of 100 degrees Fahrenheit or higher will be sent home. Contractors or vendors with body temperatures of 100 degrees Fahrenheit or higher will be required to leave the work site. Employees and contractors or vendors who are sent home because of high temperatures are subject to the provisions for returning to work as outlined in this Plan. City employees shall be entitled to the same pay and benefits afforded to other employees during pandemic situations.

Refusal to participate in required temperature measuring during a declared pandemic shall be considered insubordination. Any such employee will be sent home and may be subject to disciplinary action as outlined in City of Casper Rules and Regulations.

#### **Special Requests for Temporary or Modified Duty**

The City of Casper recognizes that some employees, and/or immediate family or household members, have increased risk of serious illness during a pandemic. Therefore, during declared pandemics, the City of Casper Human Resources and Risk Management Divisions will accept and review, on a case by case basis, employee requests for temporary or modified duty that reduce the risk of contracting an infectious disease.

Employees must complete the appropriate form and submit it to Human Resources for consideration.

**From:** Ashley Bright <abright@bgccw.org>

**Sent:** Monday, August 17, 2020 4:03 PM

**Subject:** Rhonda Zimmerman Breakfast: First 124 RSVP's Are in!!! - 'Josh told Us' - THANK YOU!!!

**"A Club member's mom thanked me for the impact I had on her children, They were showing responsibility and respect at home, and when asked where they learned their behavior they replied to their mother, 'Josh told us', I know I make a difference." Josh McDonald, Youth Development Professional, Josh has been with the Club for 7 years.**

**Spectacular Breakfast Launch!!!! Tables of 6, October 21st Breakfast honoring Rhonda Zimmerman with former Boys & Girls Club kid, member of the NFL Hall of Fame, Buffalo Bills Legend (close friend of QB's Josh Allen and Jim Kelly), NFL analyst, TV actor, pop culture figure...Andre Reed!!!**



**HONOREE:  
RHONDA ZIMMERMAN**

Adopted at birth by Gail and Lois Zimmerman, she learned early on in her life that to be successful, she needed to have courage and take risks. Rhonda Zimmerman grew up in Casper, the oldest of four children. At the age of 12, following the death of her mom, Rhonda had to grow up fast as she became the mother figure for her siblings. Despite this time being a struggle for her family, she saw her dad taking care of friends and neighbors – being that example of giving back.

Following high school, Rhonda moved out of state and settled in Denver for the next decade. She returned to Wyoming in the early 1990's and earned an associate's degree in criminal justice and social work from Casper College and earned a bachelor's degree in social work from the University of Wyoming at Casper College. Rhonda has used her passion to help youth as a counselor at the Youth Crisis Center, the Wyoming Behavioral Institute, and Central Wyoming Counseling Center. During that time, she also owned two convenience stores in Casper, selling them in 2002.

Rhonda and her son Greg currently own and operate E&F Towing and Transport. In addition, she is a partner in Onus IV Hydration in Colorado.

She is the co-founder of Casper Family Connections and has been a long-time board member of the Boys & Girls Clubs of Central Wyoming.

Rhonda says her greatest accomplishment is raising Greg and Kendra as a single mom and not letting it stop her from succeeding at her own dreams.

### ABOUT THE ANNUAL AWARDS & RECOGNITION BREAKFAST

The Annual Awards & Recognition Breakfast is the culmination of the Annual Giving Campaign: Forward Together For Our Kids. This two year Campaign brings the strategic goals of the Club together to address the crucial areas of need to build a sustainable future. Your thoughtful investment will help us reach a \$1.7 million fundraising goal and make great futures possible for thousands of youth in Wyoming.



**"THE CLUB HAS HELPED ME BY PROVIDING A SAFE PLACE TO MAKE FRIENDS AND ADVANCE MY EDUCATION. SOMETHING I MIGHT NOT HAVE HAD IF IT WEREN'T FOR THE CLUB."**  
- BRENTAN, WYOMING YOUTH OF THE YEAR 2020

**"THE BOYS & GIRLS CLUB ISN'T JUST ABOUT FUN AND GAMES, IT'S THE STAFF AND THE HARD WORK THEY PUT IN TO TEACH OUR CHILDREN TO BE INDEPENDENT INDIVIDUALS. TO SHOW THEM THEY ARE WORTHY OF CARE AND LOVE."**  
- MISTY, PARENT

### PLUS THE ANNOUNCEMENTS OF



**2020-2021  
CENTRAL WYOMING YOUTH  
OF THE YEAR & WINNER  
OF THE RUTH R. ELLBOGEN  
SCHOLARSHIP**

**2020 MICK & SUSIE MCMURRY COWBOY  
CODE TRY AWARD**

### KEYNOTE SPEAKER: Andre Reed

Growing up in Allentown, PA, Andre Reed spent nearly every day of his youth at the Boys & Girls Club. Andre's pursuit of the future would be built on the values of respect, resiliency, and the importance of self-improvement; to which he credits the Club.

After starring as the quarterback on his high school football team, Andre enrolled at Kutztown University, a Division II school near Allentown. He played wide receiver, setting school records for catches, receiving yards and touchdowns. Andre was drafted by the Buffalo Bills in 1985 and played 15 seasons for them, going to four Super Bowls, and one season with the Washington Redskins. In 2014, Andre was inducted to the Pro Football Hall of Fame.

In 2010 The Andre Reed Foundation was established to aid underprivileged youth reach their full potential by becoming

responsible contributors to their communities. By 2017, seeking to make young, legendary readers, Andre started the "READ with Reed 83" literacy program. The program challenges youth to read 83 books for a chance to win a trip to an NFL game with him during the season.



## 22<sup>ND</sup> ANNUAL AWARDS & RECOGNITION BREAKFAST TO BENEFIT THE BOYS & GIRLS CLUBS

Wednesday, October 21, 2020

Breakfast is served at 6:30 a.m. • Program begins at 7:00 a.m.  
Casper Events Center

Guests will be expected to make a contribution to support the Boys & Girls Clubs.

**Due to health restrictions, seating is limited & a reservation is required.**

### REGISTER ONLINE:

[www.bgccw.org/Breakfast20](http://www.bgccw.org/Breakfast20)

or fill out the form below, and mail it to:  
Boys & Girls Clubs of Central Wyoming  
1701 East K Street, Casper, WY 82601

### - REGISTRATION FORM -

<input type="checkbox"/>	Number of tables: _____ (seats 6) Table Name(s): _____
<input type="checkbox"/>	Individual Tickets Quantity: _____
<input type="checkbox"/>	I am unable to attend, but please accept the enclosed contribution. Check / Credit Card / Bill Me CC#: _____ exp. _____

Name: \_\_\_\_\_

Billing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### CORPORATE & FOUNDATION PARTNERS



PLEASE JOIN US IN HONORING  
RHONDA ZIMMERMAN



## 22<sup>ND</sup> ANNUAL AWARDS & RECOGNITION BREAKFAST TO BENEFIT THE BOYS & GIRLS CLUBS

Wednesday, October 21, 2020

Breakfast is served at 6:30 a.m. • Program begins at 7:00 a.m.  
Casper Events Center



BOYS & GIRLS CLUBS  
OF CENTRAL WYOMING

**GREAT FUTURES START HERE.**



BOYS & GIRLS CLUBS  
OF CENTRAL WYOMING

**Ashley Bright**

CEO

Office: 307.235.4079 | Cell: 307-267-1406

[Website](#) [Facebook](#)





The Casper City Council and the Old Yellowstone District Advisory Committee are pleased to announce the 12th annual Redevelopment “OSCARS” Award ceremony!!!

You are cordially invited to the presentation ceremony to join us in honoring the neighborhood businesses that are this year’s recipients. The ceremony will be held:

**Monday, August 31, 2020 from 4:00 p.m. – 5:00 p.m.**  
at The Lyric

A social gathering will held at 4:00 and the ceremony will start at 4:15  
Refreshments will be served

Please RSVP by Friday, August 28 at noon to Liz Becher (235.8241)

Dress is casual attire  
Hosted by the City of Casper



# CASPER POLICE DEPARTMENT

*City of Casper, Wyoming*

KEITH MCPHEETERS  
Chief of Police

201 North David Street  
1<sup>st</sup> Floor  
Casper, Wyoming 82601

## **Casper Downtown Open Container Event**

Attached is an overtime contract for an open container event. Open alcohol containers are only allowed on the sidewalks in the designated area. Officers will enforce the open container ordinance 5.08.480 for violations outside the areas designated on the attached map and streets listed below.

Open alcohol containers are permitted on the following sidewalks paralleling the designated streets listed below; (Map Attached)

**Beginning at Yellowstone Garage from Elm and Yellowstone, East to Wolcott and 2<sup>nd</sup> St.**

**Yellowstone and Ash, South to The Office on the West side of the street on the sidewalk only.**

**Center and 2<sup>nd</sup> St South on the West side of the street on the sidewalk only ending at House of Sushi.**

**Wolcott and 2<sup>nd</sup> St. South ending at the alley south of Backwards Distilling Co. on the sidewalk on the west side of the street only**

**No alley or side street travel allowed with open containers.**





201 North David Street  
1st Floor  
Casper, Wyoming 82601





August 17, 2020

Steve Freel, Mayor

City of Casper

200 N. David Street

Casper, Wyoming 82601

Re: Rehabilitation of Spring Hill Apartments in Casper, WY – 127 Units

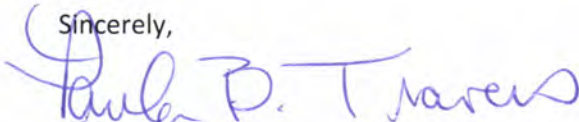
Dear Steve Freel,

It is our pleasure to notify you that the Wyoming Housing Network, Inc. in conjunction with Mountain Plains Equity Group, has applied for HOME and NHTF funding through the Wyoming Community Development Authority for the rehabilitation of Spring Hill Apartments in Casper, WY. We were awarded the funds and have since found asbestos and will remediate this hazard. We are in the process of applying for additional funds from WCDA to perform the remediation. The development is located at 650 South Walsh Drive, Casper, Wyoming 82609.

Spring Hill Apartments has a total of 127 units consisting of 31 one bedroom units, 95 two bedroom units and 1 three bedroom unit. The project currently has 100% of the units supported by Section 8 project based rental subsidy, and tenants are income qualified at 50% of Area Median Income. The current rent for 1 bedroom units are \$570, 2 bedroom rents are \$715, and 3 bedroom rents are \$923. These rents are reflected in the Housing Assistance Payment contract and will not change based on HOME funding for this project.

Spring Hill Apartments has served a vital need in the Casper community by providing 127 much needed units of affordable housing. We hope that our proposal for rehabilitation and hazard remediation of the development will help preserve the affordability of this project while providing safe and decent housing, for many years to come.

Sincerely,



Paula B. Travers

Wyoming Housing Network, Inc.

307-233-8516