

INFORMATION PACKET

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Friday, March 19, 2021



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

March 23, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Second Sheet of Ice Feasibility Study	Direction Requested	30 min	4:35
Ford Wyoming Events Center Update	Information Only	20 min	5:05
Community Promotions Funding (Part 2)	Direction Requested	40 min	5:25
Capital Budget Review	Direction Requested	60 min	6:05
Agenda Review		20 min	7:05
Legislative Review		20 min	7:25
Council Around the Table		10 min	7:45
Approximate Ending Time:			7:55

April 6, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-meeting Parking on the Parkways					
Establish April 20, 2021 as Public Hearing Date for Consideration of: Transfer of Retail Liquor License No. 28 from Proper Management, LLC d/b/a 307 Sunrise, Located at 4370 South Poplar Street to 307 Bar, LLC, Located at 4370 South Poplar Street.	C				
Amending Section 13.04.060 of the Casper Municipal Code. 2nd reading			N		
Vacation and Replat Creating Central Services Addition No. 2. 2nd reading			N		
Rescinding Resolution No. 14-33 and Establishing Fees for Geographic Information Systems and Engineering Products and Services.				C	
Authorizing an Agreement with Limmer Roofing, Inc., in the Amount of \$19,956, for the 2021 CPU Roof Replacements Project.				C	
Authorizing a Contract for Outside-City Sewer Service with JR and Heather Boyles Living Trust. (tentative)				C	
Authorizing the Release of Various Local Assessment District Liens for LAD 156.				C	
Authorizing a Lease Agreement with Casper Mountain Racers Association, for Management and Operation of the Casper Speedway.				C	

The Grid

A working draft of Council Meeting Agendas

April 13, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Fort Caspar Seasonal Hours/Closure	Direction Requested	40 min	4:35
Council Goals & Objectives - Part 2	Direction Requested	60 min	5:15
Agenda Review		20 min	6:15
Legislative Review		20 min	6:35
Council Around the Table		10 min	6:55
Approximate Ending Time:			7:05

April 20, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Public Hearing: Transfer of Liquor License No. 28 from Proper Management, LLC d/b/a 307 Sunrise, Located at 4370 South Poplar Street to 307 Bar, LLC, Located at 4370 South Poplar Street.		N			
Amending Section 13.04.060 of the Casper Municipal Code. 3rd reading			N		
Vacation and Replat Creating Central Services Addition No. 2. 3rd reading			N		

April 27, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Final Public Participation Plan	Direction Requested	30 min	4:35
			5:05
Agenda Review		20 min	
Legislative Review		20 min	
Council Around the Table		10 min	
Approximate Ending Time:			

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Strategic Plan			2021
Roof Inspections			
Formation of Additional Advisory Committees			
Mike Lansing Field Update			Fall of 2021
Missing Persons			Summer 2021
Bus Stop Safety/Shoveling - Public Awareness			
Excessive Vehicle Storage in Yards			
Graffiti Abatement & Alternatives			

Staff Items:

Limo Amendment			
Sign Code Revision			
Blood Borne Pathogens			
Budget Review			May 17 & 19, 2021
GIS Demo			
2021 International Building Code	May 11	30 min	Direction Requested

Potential Topics-- Council Thumbs to be Added:

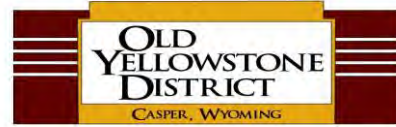
Resolution for Removal of Majestic Trees?			
Handheld Device Use While Driving?			

Future Regular Council Meeting Items:

Tentative Budget to Council (to be published in minutes)			May 11, 2021
Summary of Proposed Budget Submitted to Council (published in minutes)			June 1, 2021
Establish Public Hearing for City Budget for 6/15/21			June 1, 2021
Public Hearing: FY22 Budget Adoption/Action on Resolution/Publication			June 15, 2021

Retreat Items:

Economic Development and City Building Strategy



****** MEETING NOTICE ******

FORMER GOODSTEIN PARKING LOT RECONSTRUCTION
SPRING/SUMMER 2021

The City of Casper, in partnership with their contractor – Knife River, will host an informational / project Kick-off meeting about the upcoming construction project and answer questions from affected property owners. You will be introduced to the construction team, updated on the reconstruction project timeline, and review the communication techniques that will be used during construction. The Kick-off will be next Wednesday, March 24, 2021 from 5:00 p.m. - 6:00 p.m. in the lobby of Casper City Hall, 200 North David Street. There will be renderings available, and a chance to ask questions.

We look forward to seeing you! Feel free to extend this invitation to any interested parties you may know.

Sincerely,

Liz Becher
Community Development Director
235.8241

Ethan Yonker
City Project Engineer
235-8341

3/2021



Project Update: March 16, 2021

- **Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan**
 - Project Summary
 - This study will develop a Traffic Corridor Study and Plan for the Town of Bar Nunn, Wyoming. The motivation for this plan is the desire of the Town of Bar Nunn to:
 - Abandon a costly section of Antelope Drive
 - Re-direct and encourage residential traffic currently utilizing Antelope Drive to the new interchange at Westwinds Road.
 - Implement a roundabout, or other traffic control device, at the intersection of Salt Creek Highway and Sunset Boulevard.
 - Recognize Sunset Boulevard as a possible “Main Street” and foster the creation of a civic atmosphere around Sunset Boulevard.
 - Explore the feasibility of an additional access to Salt Creek Highway from Wardwell Industrial Avenue to reduce or eliminate truck traffic in residential neighborhoods.
 - This plan will serve as a policy, management, and planning guide for future management and improvement of transportation infrastructure and the development of adjacent land along Salt Creek from Howard to Westwinds Road.
 - Information:
 - Consultant: CLH Associates, LLC.
 - Contact
 - Chuck Huffine
 - 720.670.7712
 - chuffine@gmail.com
 - Budget: \$70,000.00
 - Contract Ended: February 28, 2021
 - Updates:
 - The first open house meeting was held October 22, 2020 from 5:00 – 8:00 at the Hanger in Bar Nunn
 - The consultant, in three separate sessions, went over the project outline, shared a survey, presented the available data, and presented the initial findings
 - The first two sessions were very well attended with approximately 15 Bar Nunn Citizens attending the meeting
 - Key issues identified by the citizens of Bar Nunn include:
 - Schools bus routes/stops impacts, traffic safety (need for left-turn lanes), RV parking issues, truck traffic on residential streets, sight distance/speeding issues



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

- Bi-Weekly Project meetings are being held
- Open House Held on January 14, 2021
 - 26 Attendees
 - Alternatives were wildly supported by attendees of the meeting
 - Public comment period ended and received 2 comments
- Next Steps:
 - Presenting to Bar Nunn Town Council on March 16, 2021
 - Approve
- **Chamberlin Road Planning and Environmental Linkage (PEL) Study**
 - Project Summary:
 - This study will focus on maintaining Chamberlain Road as a viable corridor through Mills. The project will provide a pre-NEPA planning and environmental analysis that will guide the project through preliminary design, engineering, and the full NEPA process.
 - Information:
 - Consultant: ECS Engineering LLC.
 - Contact
 - Shawn Gustafson
 - 307.267.6215
 - sgustafson@wcsengineers.net
 - Budget: \$76,065.00
 - Contract Ended: February 28, 2021
 - Updates:
 - Consultant has identified drainage issues causing the damage to Chamberlin Road as well as multiple options for secondary access options in and out the area
 - Bi-Weekly Project meetings are being held
 - Hosted public Meeting on January 11, 2021
 - At Least 65 People attended
 - Received lots of public comments although, some citizens seemed mostly concerned that there were plans for Mills to annex Dempsey Acres which is not the case
 - Released for Public Comments
 - Public comment period ends Friday, March 19, 2021
 - Received one comment so far
 - Next Steps:
 - Approval



- **Lathrop Road Traffic Study**

- Project Summary:
 - This study will conduct a transportation analysis that will investigate current transportation function and safety of these three (3) intersections, evaluate potential reconfiguration alternatives and/or other improvements, and recommend a preferred reconfiguration alternative and/or other improvements. The study will serve as a policy, management, and planning guide for any future development or reconstruction of either the roadways or area.
- Information:
 - Consultant: Western Research & Development
 - Contact:
 - Ed Waddell
 - 307.286.3705
 - ewaddell@wrld-ltd.com
 - Budget: \$77,133.00
 - Contract Ends: July 31, 2021
- Updates:
 - Currently, MPO staff is still working with the consultant to gather data for the project.
 - MPO Staff, consultants, and Evansville officials participated in a safety audit in the project area
 - Traffic counts completed
 - Public Work Shop was held on December 3, 2020 at 5:00 at the Evansville Community Center
- Next Steps:
- Review Draft Report and publish for public comment

- **2020 Public Participation Plan**

- Project Summary:
 - To evaluate and review the effectiveness of MPO public involvement activities, review MPO Public involvement with key public stakeholders, and create and train MPO staff on a host of public outreach strategies and tools.
- Information:
 - Consultant: HDR Inc.
 - Contact
 - Brenda Levos
 - 701.261.0402
 - Brenda.levos@hdrinc.com
 - Budget: \$74,921.53
 - Projected Contract Ends: May 31, 2021
- Updates:



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

- Initial staff Kick-Off meeting was held November 12, 2020 at 1:30
- Online Public Meeting launched and closed
 - 246 attendees
 - 36 Survey responses
 - 59 sign in responses
- Stakeholder meetings held
- Next Steps:
 - Complete Draft Report
 - Present to Casper City Council on Tuesday, April 27, 2021
 - Public Meeting Wednesday April 28, 2021
 - Publish Report for Public Comment
- **Five-Year Transit Strategic Development Plan and Transit Marketing Plan**
 - Project Summary:
 - This plan consists of three related goals; to evaluate both the The Bus (deviated fixed-route) and CATC (paratransit) services; to prepare a five-year slate of strategies and tactics intended to enhance community mobility as well as service performance, and to prepare a Transit Marketing Plan to support implementation of the proposed service plan..
 - Information:
 - Consultant: Moore & Associates, Inc.
 - Contact:
 - Stephanie Roberts
 - 888.743.5977
 - stephanie@moore-associates.net
 - Budget: \$98,067.75
 - Contract Ends: July 31, 2021
 - Updates:
 - Kick-Off Meeting and initial site visit October 21-22, 2020
 - Ride Checks completed
 - Survey closed
 - Next Steps
 - Public meeting is Monday March 22, 2021
 - Held in the Council Chambers and simulcast via Teams, YouTube, and Channel 192
 - Picking final rebranding concepts
 - Drafting final report, marketing package and style guide



- **FY22 Traffic Counts**

- Project Summary:

- Traffic Count data is used for various analyses, including pavement management and land use planning. Each year the MPO collects traffic counts at various locations for WYDOT's Highway Performance Monitoring System (HPMS). The HPMS is federally mandated. The MPO takes this opportunity to do count updates for the entire arterial and collector system located in the Casper Metropolitan Boundary Area. The counts are performed on one third of the system each year.

- \$30,000

- Consultant : All traffic Data Services

- Need Locations from the municipalities by March 26, 2021

- **2020 Transit Van Acquisition**

- Project Summary:

- To acquire for our transit system a one ADA-compliant, full size all-wheel drive or 4-wheel drive lift equipped, high-roof van capable of seating eight to ten forward facing ambulatory adult passengers or six forward facing ambulatory adult passengers plus one wheelchair. Proposal included an option for the acquisition of two additional identical vans over five years

- Information:

- Contractor: Creative Bus Sales

- Contact:

- Jason Spore
 - 425.293.9495
 - Jason.Spore@creativebussales.com

- Budget: \$62,74298,067.75

- Contract approved by the Casper City Council November 17, 2020

- Updates:

- Waiting for delivery of van



Upcoming Projects

- **Automatic Vehicle Locators & Mobile Data Terminal RFP**
 - Original RFP released and Rescinded
 - Worked with FTA on options and will re-release the RFP next week.
- **Robertson Road to Mills Riverfront Trail Extension Plan**
 - Project Summary:
 - The Robertson Road to Mills Riverfront Trail Extension Plan will create a long-term document to assess the feasibility and guide the development of the construction of a pathway beginning at Robertson Road at the beginning of the Mill's jurisdiction, north to the Platte River Trails corridor at the river.
 - \$65,000
 - Proposals due March 19, 2021
- **Evansville Trail Linkage Study**
 - Project Summary:
 - The Study will examine the feasibility of connecting existing trails in the town of Evansville to the existing Rail Trail System.
 - \$20,000
 - RFP Released March 12, 2021
 - Proposals due April 9, 2021
- **Casper Area Bike and Pedestrian Plan Update**
 - Project Summary:
 - The Bike/Ped Plan update will draft a roadmap for a comprehensive and connected bicycle and pedestrian network that is safe, and convenient for people of all ages and abilities. Our Plan will include a cyclist and pedestrian safety and educational outreach component.
 - \$112,000
 - RFP Released March 12, 2021
 - Proposals due April 9, 2021
- **Casper Rail Trail Extension Plan**
 - Project Summary:
 - The Casper Rail to Trail Extension plan will guide the creation and extension of the trail system from Hat Six Road to Edness Kimball Wilkins State Park
 - \$60,000
 - Releasing RFP March 26, 2021
- **East Yellowstone Intersection Improvements**
 - \$40,000
 - Due Date: November 20, 2021
- **Downtown Casper One-Way to Two-Way Conversion Study**
 - \$40,000
 - Due Date: 9/15/21



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

- **City of Casper Complete Streets and Ordinance Plane**
 - \$75,000
 - Due Date: December 31, 2021
- **Westwinds Land Use Study**
 - \$50,000
 - Due Date: December 31, 2021



Completed Projects

- **GEOGRAPHIC INFORMATION SYSTEM 2020 AERIAL MAPPING UPDATE**
 - Project Summary -The MPO updates the aerial imagery every five (5) years. Natrona County is collaborating with the MPO on this project that will provide an updated base map layer for the use of MPO, City, County, and other area local governments as well as private sector use on the Geosmart website.
 - All data has passed the QAQC and been delivered and accepted by the data review team
- **Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update**
 - Project Summary - The MPO updates the aerial imagery every five (5) years. Part of that update includes QA/QC expertise and support to ensure the accuracy, precision, and quality of the imagery and data garnered from an area of approximately 1,562 square miles. The third party QA/QC vendor is responsible for reviewing the data for accuracy, documenting any errors, and reporting issues to both the vendor conducting the flight, Fugro USA Inc., and the MPO flight project manager
 - Final QAQC review complete
- **Mills Main Street Corridor Plan and Study**
 - Project Summary - The motivation for this plan is the desire of the Town of Mills to:
 - Implement a Downtown Riverfront District that serves all users
 - Recognize SW WY Boulevard as a transportation backbone for the community, and utilize it to foster greater neighborhood and transportation system connectivity
 - Improving commercial centers and key nodes along SW Wyoming Boulevard. This plan will serve as a policy, management, and planning guide for future management and improvement of transportation infrastructure and the development of adjacent land along SW Wyoming Boulevard.
 - Complete and approved

**Learn about the public transit service options
being considered for the Casper area.**

**Casper Area MPO will be hosting a Virtual
Community Workshop at 6:00 p.m., March 22, 2021.**

Tune in to learn about the service opportunities being considered for Casper Transit.

**Watch on the
City's YouTube Channel: City of Casper, Wyoming
or Channel 192.**



Or call in (audio only)

+1 307-314-2685, United States

Phone Conference ID: 171 299 640#

*Have a question or comment regarding
the future of our community's public
bus service? Leave your feedback at
CasperTransitPlan.com.*

From: Justin Schilling <jschilling@wyomuni.org>
Sent: Thursday, March 18, 2021 11:25 AM
Subject: American Rescue Plan Funds

Good Morning WAM!

As you all know, the recently passed American Rescue Plan (ARP) that was signed into law last week by President Biden contained a large amount of funding to be distributed straight to state and local governments. Of that amount Wyoming's cities, towns and counties will receive approximately \$175 million in direct aid in two distributions. Half of your allotted amount will be delivered sometime in the next 53 days, and the other half will be distributed exactly 12 months later.

Cheyenne and the vast majority of counties will receive their funding directly from the Treasury Department, while the funds for the other 98 cities and towns will be sent to the state, but must be passed through to you, based on the federal formula, without any strings or extra requirements, within 30 days of state's receipt of the funds. If the state fails to distribute the funds in the allotted time, Treasury reserves the right to claw back funds from the state's pot.

The estimated amount your city or town can expect to receive can be found in the attached Excel spreadsheet. Cheyenne can be found under the "metro cities" tab, while everyone else is under the "other non counties" tab at the lower left corner of the window.

Spreadsheets in this document are for Wyoming only. Excel document that is attached to the email, contains funding breakdown for the United States.

We are waiting on guidance from Treasury on the exact spending guidelines on these funds, but they should be available before the first funds are distributed. What is clear is that this funding will be much more flexible. It will include the ability to replace lost revenue from the past year, as well as allowing for investment in water, sewer, and broadband infrastructure projects. We will of course share more as we know more. The following links from the National League of Cities offer some insight into the distribution calculation and other facets of the ARP.

<https://www.nlc.org/article/2021/03/12/everything-you-need-to-know-about-covid-relief/>

<https://www.nlc.org/resource/stabilizing-local-government-operations/>

Please stay tuned as we will do everything we can to pass along important information and news about these funds as we receive it.

Warm regards,
Justin Schilling
Member Services Manager
Wyoming Association of Municipalities
[315 West 27th Street](#)
[Cheyenne, WY 82001](#)
[307-632-0398](#)
jschilling@wyomuni.org
www.wyomuni.org

State and Local
Allocation
Estimates, 03.08.21
(all totals In **billions**)

<u>State</u>	<u>State Govts</u>	<u>Metro Cities</u>	<u>Other Non- Counties</u>	<u>Counties</u>	<u>States (Capital Projects)</u>	<u>Total</u>
Wyoming	1.075	0.012	0.051	0.112	0.110	1.360
Totals	1.075	0.012	0.051	0.112	0.110	1.360

Metro City Allocation Projections, 03.08.21

(all totals in **millions**)

Note: Estimates use FY2020 HUD data to identify populations eligible for assistance, and may not include localities that relinquished their CDBG allocation in that year. Funding to localities on this list would be reduced to the extent that such cities apply for and receive funding as a metro city under this proposal.

State	Name	Allocation
Wyoming	Cheyenne	11.73

Nonentitlement Allocation Projections, 03.08.21(all totals in **millions**)

Note: Estimates use 2019 Census data to identify populations eligible for assistance, and do not include villages or other sublocal entities that may also qualify for funding. Projected amounts may be distributed to more nonentitlement governments than are listed in the breakdown to the extent that eligible nonentitlement governments have overlapping populations (for example, residents of a village government and town government in New York). What this means is that village AND town governments will be receiving a direct allocation of federal assistance, as intended by the legislation, but village amounts are not included because of the complications of calculating those amounts until a process is put in place to divvy up funds between overlapping governments. Identification of eligible governments and distribution of assistance across units with overlapping populations may reflect decisions made by the Department of Treasury and state governments.

Unit	County	State	Allocation
Afton town		Wyoming	0.31
Albin town		Wyoming	0.03
Alpine town		Wyoming	0.14
Baggs town		Wyoming	0.06
Bairoil town		Wyoming	0.01
Bar Nunn town		Wyoming	0.43
Basin town		Wyoming	0.20
Bear River town		Wyoming	0.08
Big Piney town		Wyoming	0.08
Buffalo city		Wyoming	0.70
Burlington town		Wyoming	0.05
Burns town		Wyoming	0.05
Byron town		Wyoming	0.09
Casper city		Wyoming	8.84
Chugwater town		Wyoming	0.03
Clearmont town		Wyoming	0.02
Cody city		Wyoming	1.49
Cokeville town		Wyoming	0.08
Cowley town		Wyoming	0.12
Dayton town		Wyoming	0.13
Deaver town		Wyoming	0.03
Diamondville town		Wyoming	0.12
Dixon town		Wyoming	0.01
Douglas city		Wyoming	0.97
Dubois town		Wyoming	0.15
East Thermopolis town		Wyoming	0.04
Edgerton town		Wyoming	0.03
Elk Mountain town		Wyoming	0.03
Encampment town		Wyoming	0.07
Evanston city		Wyoming	1.78
Evansville town		Wyoming	0.45
Fort Laramie town		Wyoming	0.03

Frannie town		Wyoming	0.02
Gillette city		Wyoming	4.89
Glendo town		Wyoming	0.03
Glenrock town		Wyoming	0.39
Granger town		Wyoming	0.02
Green River city		Wyoming	1.80
Greybull town		Wyoming	0.28
Guernsey town		Wyoming	0.17
Hanna town		Wyoming	0.12
Hartville town		Wyoming	0.01
Hudson town		Wyoming	0.07
Hulett town		Wyoming	0.07
Jackson town		Wyoming	1.61
Kaycee town		Wyoming	0.04
Kemmerer city		Wyoming	0.42
Kirby town		Wyoming	0.01
La Barge town		Wyoming	0.09
La Grange town		Wyoming	0.07
Lander city		Wyoming	1.14
Laramie city		Wyoming	4.99
Lingle town		Wyoming	0.07
Lost Springs town		Wyoming	0.00
Lovell town		Wyoming	0.36
Lusk town		Wyoming	0.23
Lyman town		Wyoming	0.32
Manderson town		Wyoming	0.02
Manville town		Wyoming	0.01
Marbleton town		Wyoming	0.17
Medicine Bow town		Wyoming	0.04
Meeteetse town		Wyoming	0.05
Midwest town		Wyoming	0.06
Mills town		Wyoming	0.61
Moorcroft town		Wyoming	0.17
Mountain View town		Wyoming	0.19
Newcastle city		Wyoming	0.52
Opal town		Wyoming	0.02
Pavillion town		Wyoming	0.04
Pine Bluffs town		Wyoming	0.18
Pine Haven town		Wyoming	0.08
Pinedale town		Wyoming	0.29
Powell city		Wyoming	0.94
Ranchester town		Wyoming	0.16
Rawlins city		Wyoming	1.30
Riverside town		Wyoming	0.01
Riverton city		Wyoming	1.64
Rock River town		Wyoming	0.04
Rock Springs city		Wyoming	3.46

Rolling Hills town		Wyoming	0.06
Saratoga town		Wyoming	0.25
Sheridan city		Wyoming	2.74
Shoshoni town		Wyoming	0.10
Sinclair town		Wyoming	0.06
Star Valley Ranch town		Wyoming	0.25
Sundance town		Wyoming	0.20
Superior town		Wyoming	0.05
Ten Sleep town		Wyoming	0.04
Thayne town		Wyoming	0.06
Thermopolis town		Wyoming	0.42
Torrington city		Wyoming	1.01
Upton town		Wyoming	0.16
Van Tassell town		Wyoming	0.00
Wamsutter town		Wyoming	0.07
Wheatland town		Wyoming	0.53
Worland city		Wyoming	0.77
Wright town		Wyoming	0.27
Yoder town		Wyoming	0.02

County Allocation Projections, 03.08.21

(all totals in **millions**)

Note: CDBG urban county adjustments use FY2020 HUD data to identify populations eligible for assistance, and may not include localities that relinquished their CDBG allocation in that year. County funding would be slightly altered to the extent that such cities apply for and receive funding as a metro city under this proposal.

Name	State	Allocation
Albany County	Wyoming	7.54
Big Horn County	Wyoming	2.29
Campbell County	Wyoming	8.99
Carbon County	Wyoming	2.87
Converse County	Wyoming	2.68
Crook County	Wyoming	1.47
Fremont County	Wyoming	7.61
Goshen County	Wyoming	2.56
Hot Springs County	Wyoming	0.86
Johnson County	Wyoming	1.64
Laramie County	Wyoming	19.30
Lincoln County	Wyoming	3.85
Natrona County	Wyoming	15.49
Niobrara County	Wyoming	0.46
Park County	Wyoming	5.66
Platte County	Wyoming	1.63
Sheridan County	Wyoming	5.91
Sublette County	Wyoming	1.91
Sweetwater County	Wyoming	8.21
Teton County	Wyoming	4.55
Uinta County	Wyoming	3.92
Washakie County	Wyoming	1.51
Weston County	Wyoming	1.34

The second week of in-person session of 66th Wyoming Legislature concluded on Friday March 12th. The WAM Website contains information on all the bills we are tracking, the following paragraphs identify the bills most significant to WAM. The bill tracking site may be found at <https://wyomuni.org/follow-legislation/>.

The following is a summary of the status of the bills WAM is tracking. As noted, the full legislative summaries and most current bill status are on the WAM website.

Second Week Highlights

The second week of the session was focused largely on the supplemental budget. Both bodies have approved a budget and it will now be up the Joint Conference Committee to resolve the differences in the budgets. While the budget was the focus of the week, normal committee and floor worked also continued.

The following paragraphs provide a brief summary of the week's activity and a preview of coming bills.

House Bill 12 - Bond Elections

This bill would provide that bond elections be held only during general elections. This would restrict a municipality's ability when it holds bond elections. WAM opposed this bill and it was tabled indefinitely by the House Corporations Committee.

House Bill 13 - Alcoholic beverage regulation

This bill included a number of technical changes to the statutes regulating the sale of alcoholic beverages. There are two aspects of this bill that effect cities and towns. The first removed the requirement that the town clerk physically post the renewal application on the premise and will save work for municipal clerks. The bill also changed the definition of dispensing room for restaurant liquor licenses to "dispensing area". This bill passed both the House and Senate and assigned Chapter 22.

House Bill 26 – Fuel Tax

This bill would increase the fuel tax by 9 cents per gallon. If passed, this bill would generate an additional \$6 million for cities and towns. The bill passed the House Transportation Committee and has been placed the House General File.

House Bill 33 - Interference with public contracting

This bill creates criminal offenses related to interference with public contracts such as bid rigging, accepting kickbacks, etc. It creates felonies for these offenses. WAM opposed this bill as the bill was poorly written and these activities are already illegal under federal statutes. The bill was amended to make the bill better. The amended bill passed the House and has been received for introduction in the Senate.

HB 50 - Local Government Distributions

This bill addresses reductions in the Direct Distributions to local governments. It is the House version of the Governor's reduction to direct distribution. The Senate's version of this is Senate File 64. This bill reflects a direct distribution amount of \$99,750,000,

which is a 5% reduction. WAM is opposing this bill. It has been placed on the House General File.

House Bill 55 - Tobacco Tax

This bill would increase the cigarette tax from \$0.60 per pack to \$0.84 per pack and increases the tax on moist snuff from \$0.60 per ounce. This bill is estimated to increase municipal revenues by \$830,000 in FY 22 and \$920,000 in FY 23. The bill passed the House Revenue Committee and is on the House General File. WAM supports this bill.

House Bill 65 – Political Subdivisions Deposits

This bill would authorize political subdivisions to deposit public funds in financial institutions other than state and federal chartered banks. Specifically, it would allow public funds to be deposited in Credit Unions when there is no bank within a 10-mile radius of the city or town. The bill passed the House and has been introduced in the Senate and referred to Senate Corporations. WAM is supporting this bill. Thanks to Mayor Highsmith for testifying before House Corps on this bill.

House Bill 72 – Transfer of Water and Sewer District Operations

This bill authorizes the assumption of water and sewer district operations, assets and liabilities by cities and towns. It also address the dissolution of water and sewer districts as specified. This bill has been introduced and referred the House Corporations Committee. WAM is neutral on this bill and at this time only monitoring it.

House Bill 74 - Elected Official Removal

This bill would provide a process to remove local elected officials from office. The bill was heard by has House Corporations Committee and failed by a vote of 4-5. Thanks to Mayors Krakow, Weaver and Siglin for testifying against the bill. The bill failed by a vote of 4 to 5, but may be included in an interim study.

House Bill 99 – Property Taxes

This bill would limit the maximum taxable value increase for purposes of property taxes to 20% per year. The bill passed the House Revenue Committee and was placed on the House General File. WAM is monitoring this bill.

House Bill 117 – Repeal of Gun Free Zones

This bill would repeal all gun free zones currently established in the Wyoming Statutes. Because this is a preemption of local authority, WAM is opposing this bill. The bill was not considered for introduction is dead for the session. SF 67 is a similar bill and is moving through the Senate.

House Bill 128 – County Option Real Estate Transfer Tax

This bill would provide for a local option real estate transfer tax. The tax would impose, following a county vote, a 1% tax on transfers of property. All transactions under \$1 million would be exempt from this tax. The bill failed the House Revenue Committee by a vote of 4-5.

House Bill 143 – Municipal Services Recovery Act

The bill will preempt cities and towns who provide service (water, sewer, etc.) to seek payment from the property owner when a renter defaults on the payment. When a renter defaults on the fees, most of the cities will seek payment from the property owner. WAM was successful in defeating this bill in last year's session but has been introduced again this year. Because this is a preemption of local authority WAM is opposing this bill. The bill passed the House Corporations Committee and placed on House General File.

House Bill 158 – Local Land Use Planning and Zoning

This bill clarifies that a local comprehensive plan is a community vision and a guiding document and cannot be used to regulate land use. It specifies that land use regulations must be done through local zoning ordinances. The bill passed House Appropriations and is on the House General File.

House Bill 168 - Sales and Use Tax Application

This bill provides that sales taxes be collected on services such as landscaping and gardening services, beauty and barber services, financial and graphic artists. It is estimated to generate \$55 million to the state general fund and \$52 million for cities, towns and counties. The bill failed to pass the House Revenue Committee.

House Bills 173 & 174

HB 173 is a School Finance Funding bill and HB 174 is a bill concerning Local Government Sales and Use Taxes. These are companion bills that must be passed together in order to be implemented.

HB 173 reduces school funding by \$66 million and implements one additional penny of statewide sales and use tax to fund education if the Legislative Stabilization Reserve Account dips below \$650 million. This would bring the statewide sales and use tax to five cents. HB 173 was laid back on second reading on Friday.

If HB 173 is implemented, HB 174 provides that the three pennies for local government funding with one permanent penny, a penny to be enacted by the local governing body or by ballot and the opportunity for another penny by the vote of the people. Both bills combined would raise the state and local maximum from seven cents to eight cents. The bill has passed second reading in the House.

House Bill 179- Municipal Option Tax - Election

This bill amends the Municipal Option tax passed during last year's session. Specifically, it removes the requirement that a municipal option tax be voted only during a general election and allows a municipal option tax to be held in May, August or November of any year. This bill passed the House and has been received for introduction in the Senate. WAM is supporting this bill.

House Bill 181- Specific Excise Tax Revisions

This bill would remove limitation on the expenditure of tax revenues on the ordinary operations of local government for Specific Purpose Excise Taxes. The House Revenue Committee tabled the bill this week. WAM is supporting this bill.

House Bill 200- Sales and Use Taxes Exemptions Repeal

This bill would repeal all the exemptions currently in the sales tax statutes. This bill was not considered for introduction. WAM was supporting this bill.

House Bill 211- Property Taxes

This bill incrementally increases the assessment percentage for the industrial property class and for all other property classes. HB 211 increases the taxable value of industrial property from 11.50% to 11.75% and provides increase of .25% annually in the following years. Residential taxable value increases from 9.5% to 9.75% and .25% increases in the following years. The bill has been introduced and referred to House Revenue Committee. WAM is supporting this bill.

House Bill 247 – Law Enforcement Hiring Practices

This bill prohibits the hiring of peace officers with who have been dismissed for serious misconduct; or resigned/retired while under investigation for serious misconduct. The bill has been introduced and referred to House Judiciary. WAM is monitoring this bill.

House Bill 250 – Ban on Sanctuary Cities

This bill prohibits the implementation of immigration sanctuary policies by cities, towns and counties. This bill was defeated last year and has been reintroduced this year. The bill has been introduced and referred to House Minerals Committee. This bill is a preemption of local authority and is being opposed by WAM.

House Joint Resolution 09 – Local Government Investment in Equities

This resolution proposes a constitutional amendment that would allow local government to invest in equities under terms established by the Wyoming Legislature. The bill has been introduced and referred to House Revenue Committee. WAM is supporting this resolution.

House Joint Resolution 15 Taxpayers Bill of Rights

This resolution proposes to amend the constitution by creating a new section establishing the taxpayer's bill of rights; prohibits any tax increase by the state or any local government or increase of debt unless approved by the voters; specifying ballot; provides for the refund of excess taxes; prohibits increasing state expenditures; and provides for distribution of surplus state funds. This bill was not considered for introduction WAM opposed this resolution.

Senate File 04 – Airport Districts

This bill would authorize counties and municipalities to establish airport districts. This bill passed the Senate and been received for introduction in the House. WAM is monitoring this bill.

Senate File 06 – Public Works Contracting Requirements Amendments

This bill requires the adoption of prequalification requirements for contractors to perform public works in cities, towns and counties. This bill has passed the Senate and is headed to the House. WAM opposed the bill but worked with Wyoming Contractors and Wyoming County Commissioners Association to amend the bill to make it workable for cities and towns. The bill has passed the Senate and received for introduction in the House.

Senate File 17 – Governmental Publications Requirements

This bill would eliminate the requirement to publish the minutes of city council and county commission minutes in the official newspaper and allow the minutes to be published on the town or county website. This bill died on 3rd reading in Senate. WAM strongly supported this bill.

Senate File 20 – Public Records – Personnel Records

This bill clarifies the right for the inspection for personnel records for specified public employees. This bill affects only the city managers in the state. This bill has been referred to the Senate Judiciary Committee. Thanks to Mayor Hall of Cody who testified against the bill. The bill was defeated in the committee.

Senate File 23 – Public Meetings – Executive Session for Security Plans

This bill adds security planning to the justifications for executive sessions. The bill has passed the Senate and is scheduled before House Judiciary on Monday. WAM is supporting this bill.

Senate File 44 – Solid Waste Cease and Transfer Funding

This bill prioritizes of cease and transfer projects for municipal solid waste facilities. It provides for funding these landfill projects. This bill has passed the Senate and has been referred to the House Minerals Committee.

Senate File 56 – Skill Based Amusement Games – Modifications and Corrections

This bill makes technical changes to the statutes regulating skill-based amusement games. There was an attempt to reduce the share going to local government, but this amendment was defeated. This bill has passed the Senate and been placed on the House General File.

Senate File 65 – Local Government Distributions

The bill addresses the Governors recommendation to reduce direct distribution payments by 10%. The bill passed the Senate with a 10% reduction (\$94.5 million). It was amended by the House Appropriations Committee to \$99,750,000. The bill is now on the House General File.

Senate File 67 – Repeal of Gun Free Zones

This bill is the Senate version of the repeal of gun free zones. It would repeal all gun free zones currently established in the Wyoming Statutes. This bill is similar to HB 117.

This bill passed Senate Judiciary has been placed on the Senate General File. Because this is a preemption of local authority, WAM is opposing this bill.

Senate 73 – Tolling Authority for I-80

This bill would grant WYDOT the authority to create a tolling program for Interstate 80. The bill passed Senate Transportation Committee and the Senate Committee of the Whole and referred to Senate Appropriations. WAM is monitoring this bill.

Senate File 82 – Local Impact Assistance Payments

This bill reduces the amount of local assistance to cities and counties from project constructed under the oversight of the Industrial Siting Council from 2.77% to 2.25%. This bill has passed the Senate and has been received for introduction in the House. WAM opposed this bill.

Senate File 144 – Public Funds – Lobbying

This bill would prohibit the use of tax funds for lobbying. It was introduced in the Senate and referred to Senate Corporations. WAM is opposing this bill.

Senate 157 – Property Rights – Limitation on local authority.

This bill limits local authority to manage local sewer systems. It has passed the Senate and has been received for introduction in the House. This is yet another preemption bill and WAM is opposing it.

Tracking Bills on Line

The WAM website contains all the information about all the bills and their status in the legislative process. If you prefer to see this data in the excel format, you can click the excel button and it will format the information into an excel spread sheet. A direct link can be found at <https://wyomuni.org/follow-legislation>

If you have questions about any legislative issue, please do not hesitate to call Bob McLaurin (307) 413-3483 or David Fraser (307) 414-0265.



**CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT
BOARD OF HEALTH MEETING**

THURSDAY, MARCH 18TH, 2021

Virtual by Zoom - ONLY THIS MONTH

<https://us02web.zoom.us/j/87594913963>

Phone 1-253-215-8782 passcode 875 9491 3963

5:30 PM

- I. AGENDA/MINUTES**
 - a. Previous Meeting Minutes/Notes**
 - i. February meeting minutes*
- II. BUDGET/FINANCIAL**
 - a. Financials**
 - i. February financial report*
- III. BOARD**
 - a. Next Meeting Date**
 - i. **Proposed Meeting Date April 15th, 2021 ***
 - ii. Board bylaws- finalize
- IV. HEALTH OFFICER**
 - a. Health Officer Report
- V. DIVISION REPORTS**
 - a. ADMINISTRATION**
 - 1. COVID-19 UPDATE**
 - a. Update-Testing/Vaccination
 - b. CVC Plans
 - 2. General Administration**
 - a. Reporting grid
 - b. Strategic Planning for Board –tabled
 - c. FOIA policy-tabled
 - d. Performance evals plan to have completed July 1
 - e. RFP for IT-tabled
 - 3. PUBLIC HEALTH PREPAREDNESS/CPR-**
 - 4. WYAETC/HIV CASE/RW PROGRAMS/WCRS/WYCC-**
 - a. WYCC VACANT Filled



- b. COMMUNITY PREVENTION PROGRAM-**
 - c. ENVIRONMENTAL HEALTH DIVISION-**
 - d. NURSING-**
 - 1. DISEASE PREVENTION CLINIC**
 - 2. ADULT HEALTH PROGRAM**
 - 3. MATERNAL CHILD HEALTH PROGRAM**
 - a. Review of MCH scope of work, no signatures at this time**
-
- VI. CITY/COUNTY LIASION REPORTS**
 - VII. BOARD MEMBER REPORTS**
 - VIII. ADJOURN**

Potential Executive Session-personnel

**CASPER UTILITIES ADVISORY BOARD
CITY OF CASPER
MEETING AGENDA**

Casper City Hall
Downstairs Meeting Room

Wednesday, March 24, 2021 7:00 a.m.

AGENDA:

- * 1. Consider Approval of the February 24, 2021 Meeting Minutes
- * 2. Discuss Statistical Report – February 2021
- * 3. Presentation by the Natrona County Conservation District
- * 4. Consider Contract for Outside-City Water and Sewer Service with Jacob and Sadie Carson, Tract 8 of the Sough Garden Creek Acres No. 4 Addition
- * 5. Consider Contract for Outside-City Water with Swingle Ranch Homeowners
- * 6. Discuss FY2022 Capital Improvement Projects
 - a. Water Fund
 - b. Sewer Fund
 - c. WWTP Fund
- 7. Other Business
- 8. 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, 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
February 24, 2021
7:00 a.m.**

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, February 24, 2021 at 7:00 a.m. in the Downstairs Meeting Room of City Hall.

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

Absent:

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

Others:

The regular meeting was called to order at 7:01 a.m. by President Bell.

1. President Bell asked for a motion to approve the minutes from the January 27, 2021 meeting. A motion was made by Board Member English and seconded by Secretary Lawson to approve the January 27, 2021. Motion passed.
2. Mr. Martin asked the Board to reference the January 2021 Statistical Report in the agenda packet. Mr. Martin stated that the Total Gallons Purchased in January was 142 MG, 10 MG less than the five-year average.

Mr. Martin stated that the Fiscal Year to Date Gallons Purchased is 2.28 BG, which is 75 MG more than the five-year average.

Mr. Martin stated that there was one water main break in January, which puts it at a total of seventeen for the fiscal year. Mr. Martin stated there were fifteen water main breaks last year at this time.

Mr. Martin stated that there was one service line break in January, putting the fiscal year total at ten.

Mr. Martin stated that there were no sewer main stoppages in January.

Mr. Martin stated that there are 22,382 Active Accounts. Mr. Martin stated that he checked with the Finance Department and in the past the final reads were added to the total number of accounts. Mr. Martin stated that this was inflating the number of accounts and is no longer being done. Mr. Martin stated that the account numbers are now more accurate.

Board Member Jay asked if the increases to the New Services are new to the system. Mr. Martin stated that is correct.

3. Mr. Martin asked the Board to reference the Contract for Outside-City Water Service with L. L. Enterprises for 3222 Six Mile Road. Mr. Martin stated that this property is located at Six Mile and Grey Cloud. Mr. Martin stated that the property is currently fed water from a shared water tap between 7340 and 3222. Mr. Martin stated that the owner wishes to separate the services and will provide an easement on his property for the new water service line. Mr. Martin stated that the easement requirement is included in the contract for water service.

Mr. Martin stated that there are several services in this area, and is within the Casper growth boundary. Mr. Martin stated that a Commitment to Annex will be signed as the property is not contiguous to the City.

Vice President Jones asked if the meter pit will be off the water main. Mr. Martin stated that is correct.

Board Member English asked if the easement must be in place before they will receive service. Mr. Martin stated that the easement must be in place before service is provided.

President Bell asked if Grey Cloud Road is paved. Mr. Martin stated that it is not paved.

President Bell asked what size of water service is being requested. Mr. Martin stated that they will get either a ¾-inch service or a 1-inch service.

Board Member English stated that as long as they get a defined easement in front it should be fine. Vice President Jones stated that the Board cannot direct the easement as it is the owner granting it to himself.

A motion was made by Vice President Jones and seconded by Board Member Jay to approve the Contract for Outside-City Water Service with L. L. Enterprises for 3222 Six Mile Road. Motion passed.

4. Mr. Martin stated that the water and sewer rates are set every other year, and was last set in 2019. Mr. Martin stated that the City Manager assured Council that the rates would be reviewed every year to see how they are doing.

Mr. Martin asked the Board to reference on the screen the comparison of where it was estimated reserves would be to actual. Mr. Martin stated that the black line is the

minimum required balance, the green line is 10% above actual, and blue line is actual. Mr. Martin stated that this is based on the actual audited figures.

Mr. Martin stated that Water Reserves are higher than anticipated right now due to higher water sales this past summer and less expenses. Mr. Martin stated that the rate model was updated in the fall with the rate increases: 1% in 2020, and 2% in 2021.

Mr. Martin stated that this is for information only. Mr. Martin stated that with a 3% rate increase included in the out years there is still a downward trend.

Mr. Martin referenced the Sewer rate model. Mr. Martin stated that the Sewer Reserves are on target for right now. Mr. Martin stated that rate increases of 7% and 6% for 2020 and 2021 are included. Mr. Martin stated that this is just a snapshot of where the fund is currently.

Board Member English stated that a 6% rate increase might not be enough for the out years.

Board Member Jay stated that right now it is holding steady.

Mr. Martin stated that there are Wastewater Treatment Plant projects down the road and it will be important to build up the reserves to cover the costs.

Mr. Beamer asked Mr. Martin to give an update on the WWTP permit. Mr. Martin stated that every five years the WWTP permit is up for renewal. Mr. Martin stated that testing is done for nutrient removal and selenium, but removal is not mandated by the permit. Mr. Martin stated that DEQ has said that nutrient removal could be required in the next ten years. Mr. Beamer stated that this is good news as it allows time to build up the reserves to pay for this project.

Mr. Martin stated that in the past, the City has received grief from the State for having high reserve balances, but if it is for a specific project, there shouldn't be an issue.

Council Liaison Cathey asked if nutrient removal is put as a requirement on the WWTP permit, how long do we have to implement. Mr. Martin stated that usually it is the cycle of the next permit to comply, but we could negotiate time for design and construction. Mr. Martin stated that it is a long process.

Board Member English asked if the cost for nutrient removal is the same as selenium removal. Mr. Martin stated that it is similar, estimated to be \$21 M.

Board Member Jay asked that if it is this much to retrofit the WWTP, what is the cost of a new plant. Mr. Martin stated that a new plant would cost \$100 M plus.

5. In other business:

- a. Board Member English asked about the WWTP Emergency Generator Project. Mr. Martin stated that the City is going to hire a consultant to review the design and installation. Mr. Beamer stated that the design and functionality is in question. Mr. Beamer stated that the engineer and contractor are pointing fingers at each other as to who is at fault. President Bell asked how much it will cost to install a new transformer. Mr. Beamer stated it will cost approximately \$60,000 for a new transformer.
- b. President Bell stated that the lift station on Poplar has an exposed black power cable on the side. Mr. Martin stated that staff will have to look into that. Mr. Martin stated that this lift station will be moved to a different location in the near future. Mr. Beamer stated that this WYDOT project is scheduled to bid out in April with construction during the summer.
- c. Mr. Beamer stated that the WYDOT Walsh and I-25 construction project will begin this summer as well. President Bell stated that WYDOT will be taking out the high bridge. Council Liaison Cathey stated that as part of the Rails to Trails the clearance must be kept in case the rails are reinstalled. Mr. Beamer stated that there is not a high chance of the rails being reinstalled.
- d. Vice President Jones stated that recently the sewer line at his mom's house needed replaced, and was done by the Sewer Service Warranty program. Vice President Jones stated that the contractor did the replacement with pipe bursting and ended at the alley line. Vice President Jones stated that it took a while before the Sewer Service Warranty program decided it would be best to replace the sewer service line.
- e. Council Liaison Cathey stated that as part of the Council Goals, strategic plans are being looked at annually instead of two years at a time. Council Liaison Cathey stated that there is a possibility there will not be any State grants and loans in ten years. Council Liaison Cathey stated that Council may institute new reserve requirements. Council Liaison Cathey stated that this will be up for discussion by Council during the upcoming budget sessions. Council Liaison Cathey stated that Council will be looking at how to pay for projects now by building up reserves to pay for them.

Board Member English stated that the State was used to getting Mineral Royalties, but those have pretty much dried up now.

President Bell stated that the WTP and WWTP facility plans look ahead 10 to 20 years for projects so there is a good idea for what is coming up.

Council Liaison Cathey stated that currently we try to keep the reserve balance at 10% above the minimum requirement, but now we need to build up the reserves to pay for future projects.

A motion was made by Vice President Jones and seconded by Board Member English to adjourn the meeting at 8:01 a.m. Motion passed.

Secretary

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
FEBRUARY 2021**

	<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>
TOTAL GALLONS PURCHASED	136,512,164	141,759,539	125,482,324	2,440,605,488	2,409,879,811
NEW SERVICES	6	7	4	73	67

** Billed to Casper by Central Wyoming
Regional Water System Joint Powers
Board starting October 1, 1997.*

PRECIPITATION (Inches)	0.41	0.48	0.82	2.32	7.38
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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>
WATER MAIN BREAKS	1	1	1	18	16
SERVICE LINE BREAKS	2	1	1	12	3
SEWER MAIN STOPPAGES	1	0	1	8	6

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	19,786	19,828	20,142
COMMERCIAL (WATER & SEWER)	1,681	1,689	1,737
OUTSIDE CITY (WATER RES)	492	492	500
OUTSIDE CITY (WATER-COMM)	128	129	134
IRRIGATION ONLY	243	244	281
TOTAL NUMBER OF ACCOUNTS	22,330	22,382	22,794



Natrona County Conservation District

5880 Enterprise Drive, Suite 100 • Casper, Wyoming 82609 • 307-261-5436, ext. 4

March 14, 2021

City of Casper Public Utilities
Attn: President Bell
200 N. David Street
Casper, WY 82601

RE: FY2022 Funding Request from the Natrona County Conservation District (NCCD)

Dear President Bell and Board Members:

The Natrona County Conservation District (NCCD) Board of Supervisors would like to request \$40,000 (previously \$35,000) from the City of Casper Public Utilities for operational funding for FY2022. The operational funding that the City provides is essential for the NCCD to continue to manage our active grants, apply for new grant opportunities, manage and implement ongoing irrigation BMPs, continue our water quality program, educational programs, and maintain our public services and tree program.

We would also like to request continuation of the Selenium Funding in the amount of \$50,000 for FY2022. While large pipeline projects were delayed in FY2020 due to both employee and board member changes within Casper Alcova Irrigation District (CAID), the NCCD plans to continue to partner with CAID to implement pipeline projects within the irrigation district.

We are hoping that we can once again host our Legislative Luncheon in 2021 so that we can all meet face to face. Thank you so much for your consideration. I can be contacted at 307-261-5436, Ext. 4, or lisa.ogden@wy.nacdnet.net.

Sincerely,

Lisa Ogden
District Manager

Natrona County Conservation District

- » FY2020 Accomplishments
 - » FY2020 Report
 - » FY2021 Plan



Conserving our natural resources while preserving our way of life.

NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development
- Voluntary Landowner Participation
- Conservation Seedling Tree Sales



Back Row (Left to Right):

Kenny Wolfley—NRCS District Conservationist,
Dennis Scott—Vice-Chairman, **Scott Smith**—
Supervisor, **Len Camp**—Supervisor

Front Row (Left to Right):

Andy Anderson—Chairman, **Lisa Ogden**—Dis-
trict Manager, **Tammy Cobb**—Treasurer

Natrona County Conservation District

5880 Enterprise Drive, Suite 100

Casper, Wyoming 82609

307.261.5436 Ext. 4

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[lisa.ogden@wy.nacdn.net](mailto:lisa.ogden@wy.nacdn.net)

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



# Natrona County Conservation District

FY2020 Accomplishments

In a Glance

## Water Quality & Water Quantity ~

- Converted 96 Acres of Previously Flood Irrigated Cropland to More Effective and Conservative Sprinkler Systems;
- Eliminated 10,760 feet of Earthen Ditch and Installed 10,255 feet of Pipeline;
- Installed 5 Livestock Wells and 20,897 feet of Pipeline to 12 Wildlife/Livestock Watering Facilities, Providing Water to 11,696 Acres;
- Investment in the Watershed (with Partners) — \$884,119 (WDEQ 319 Funding—\$76,584 EQIP — \$167,687 CAID—\$356,281, City/County \$140,835, Landowners—\$142,732);
- Monthly Water Quality Sampling at Eleven Sampling Sites Analyzed for Selenium;
- Water Quality Data Continues to Show a Downward Trend in Selenium Concentration in the Watershed.



## Education ~

- CAID Annual Meeting Presentation for 60 Irrigators;
- Legislative Luncheon and Annual Update for 45 Elected Officials;
- Presented a Partnership Building Talk at the NACD National Convention in Las Vegas for 50 Attendees;
- District Manager Received Master Gardener's Certificate to Better Serve our Landowners.

## Seedling Tree Sales ~

- Provided 5,200 Affordable Seedling Trees and Shrubs to 87 Landowners;
- Sold Planting Polymer and Weed Barrier to Protect Soils from Erosion and Moisture Loss.







## Surface Water Quality

Total watershed health is the top priority for the Natrona County Conservation District (NCCD). Watershed health includes all aspects of water quality (both chemical and biological), water availability, soil health and management, as well as rangeland quality. The NCCD works to maintain and improve the health of the watershed by implementing best management practices (BMPs) that are determined to be an effective and realistic means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Large deposits of Cody Shale are prevalent in the underlying geology of much of Natrona County. As a result, large concentrations of the heavy metal selenium are abundant within the soil. Due to the metal's characteristic of being highly soluble in water, the North Platte River and its associated drainages are quite vulnerable to high levels of selenium. The BMPs that are implemented by landowners in partnership with NCCD are primarily focused on the reduction of selenium transportation through the watershed, but also emphasize protection of water quality and promotion of soil conservation within our watershed.

For more information regarding the watershed and the efforts of the NCCD, please see our website at [www.nccdwyoming.com](http://www.nccdwyoming.com).

# Water Quality & Quantity in the Watershed

## Actual Completed Projects in FY2020 —

Flood to Sprinkler ~ **96 Acres**  
Earthen Ditch Eliminated ~ **10,760 Feet**  
Pipeline Installed ~ **10,255 Feet**  
Wildlife/Stock Wells ~ **5**  
Wildlife/Stock Pipeline ~ **20,897 Feet**  
Wildlife/Stock Watering Facilities ~ **12**  
Wildlife/Stock Water to **11,696 Acres**  
Investment in the Watershed ~ **\$884,119**



## Projected Projects for FY2020 —

Flood to Sprinkler ~ **300 Acres**  
Earthen Ditch Eliminated ~ **15,000 Feet**  
Pipeline Installed ~ **15,000 Feet**  
Wildlife/Stock Wells ~ **6**  
Wildlife/Stock Pipeline ~ **20,000 Feet**  
Wildlife/Stock Watering Facilities ~ **15**  
Wildlife/Stock Water to **20,000 Acres**  
Channel/Stream Bed Stabilization ~ **7 Structures**

## Water Quality Sampling —

Monthly Water Quality Sampling took place in FY2020 and continues into FY2021. The NCCD samples 11 different locations for total selenium. Annual water quality reports are compiled and reviewed for quality assurance by a licensed Environmental Engineering firm. Overall water quality has improved on a yearly basis.



## Education

FY2020—

- Hosted a Legislative Luncheon for elected officials to inform them of past and future projects in Natrona County;
- Participated in the Natrona County Natural Resource Management Plan process;
- Presented in Las Vegas at the National Association of Conservation District 2020 Convention.



FY2021—

- Central Wyoming Tree School held in October of 2020;
- Exploring educational options with the required social distancing requirements.



## Seedling Tree Sales

FY2020—

- Provided 5,400 trees at affordable prices to over 90 landowners;
- Assisted landowners with planning shelterbelts and tree selection.

FY2021—

- FY2021 Tree Program will see another 5,000 to 7,000 trees planted in Natrona County;
- Will continue to provide information on tree selection, planting techniques, and shelterbelt design in Natrona County.



# Budget Summary


## FY2020 Final & FY2021 Budget

| <b>NCCD Financials</b>                                             | <b>FY2020<br/>Final</b> | <b>FY2021<br/>Budget</b> |
|--------------------------------------------------------------------|-------------------------|--------------------------|
| <b>Beginning of Fiscal Year (FY)</b>                               |                         |                          |
| Reserves                                                           | \$ 300,034              | \$ 259,199               |
| General Fund                                                       | \$ 23,728               | \$ 41,444                |
| <b>All Cash on Hand (Beginning of FY)</b>                          | <b>\$ 323,762</b>       | <b>\$ 300,643</b>        |
| <b>Revenue (Added)</b>                                             |                         |                          |
| Local Support (City of Casper/Natrona County)                      | \$ 70,000               | \$ 70,000                |
| State Support (WDA WQ Base & Lab Funds)                            | \$ 13,177               | \$ 12,824                |
| Gross Retail Sales (Seedling Trees, Polymer)                       | \$ 10,741               | \$ 10,000                |
| Grants (WDEQ 319, WWDC SWPP, WDA)                                  | \$ 139,625              | \$ 328,000               |
| Project Funds (Selenium Funds-City/County)                         | \$ 50,000               | \$ 50,000                |
| Special Projects                                                   | \$ 1,300                | \$ -                     |
| Interest                                                           | \$ 330                  | \$ 250                   |
| <b>Total FY Revenue</b>                                            | <b>\$ 285,173</b>       | <b>\$ 471,074</b>        |
| <b>Expenditures (Subtracted)</b>                                   |                         |                          |
| Administration (Personnel, Board & Office Exp.)                    | \$ 62,971               | \$ 70,400                |
| Operations (BMPs, Retail Costs, Educational)                       | \$ 228,602              | \$ 537,618               |
| Indirect (Insurance, Indirect Payroll Costs)                       | \$ 12,247               | \$ 12,255                |
| <b>Subtotal</b>                                                    | <b>\$ 303,819</b>       | <b>\$ 620,273</b>        |
| Difference in End of Year Liabilities                              | \$ (4,474)              |                          |
| <b>Total FY Expenditures</b>                                       | <b>\$ 308,293</b>       | <b>\$ 620,273</b>        |
| <b>Total Cash on Hand Fiscal Year End (FYE)</b>                    | <b>\$ 300,642</b>       | <b>\$ 151,444</b>        |
| <b>End of Fiscal Year (FY) (Subtracted)</b>                        |                         |                          |
| FYE Balance of Capital Reserves                                    | \$ 15,000               | \$ 15,000                |
| FYE Balance of Restricted Reserves (PrePaid Grant & Project Funds) | \$ 184,199              | \$ 35,000                |
| FYE Balance of Emergency Reserves (1 Year Operating Costs)         | \$ 60,000               | \$ 60,000                |
| <b>Total Reserves FYE</b>                                          | <b>\$ 259,199</b>       | <b>\$ 110,000</b>        |
| <b>NCCD General Fund at FYE</b>                                    | <b>\$ 41,442</b>        | <b>\$ 41,444</b>         |

For further information, please visit our website, [www.nccdwyoming.com](http://www.nccdwyoming.com), or call 307.261.5436, Ext. 4.

March 18, 2021

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 and Sewer Service with  
Jacob and Sadie Carson.

**Meeting Type & Date**

CPU Advisory Board Meeting  
March 24, 2021

**Action Type**

Approval

**Recommendation**

That the CPU Advisory Board consider a Contract for Outside-City Water and Sewer Service with Jacob and Sadie Carson.

**Summary**

This contract provides Outside-City water and sewer service for Tract 8 of the South Garden Creek Acres No. 4 Addition. This parcel of land is located south of the City on the south extension of Valley Road on the west side of Garden Creek. The City owns, operates, and maintains the water and sewer mains in South Valley Road to which Mr. and Mrs. Carson would connect.

This property is not contiguous to the Casper City limits and a Commitment to Annex will be 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

Jacob and Sadie

Contract for Outside-City Water and Sewer Service

## CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Jacob Carson and Sadie Carson, 3601 Hawthorne Ave, 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 Tract 8 of the South Garden Creek Acres No. 4 Addition, being located in the SE1/4NW1/4 Section 29, Township 33 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water and sewer service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch City owned water main located in South Valley Road and an 8-inch City owned sewer main also located in South Valley Road; and,
- D. Owner and City have agreed to such outside-city water and sewer 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) water and one (1) sewer service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The City will install, at the Owners sole cost, water and sewer service taps to connect to the existing water and sewer mains at the request of the Owners, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- d. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in South Valley Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.

- e. The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall install, own, operate, and maintain the meter pit and the water service line beyond the curb stop.
- f. The Owner shall construct, at Owners sole cost, The necessary sewer service line and pressure sewer line from the Owners property to the South Valley Road sewer main. A grinder pump shall be used by the Owner at the Owners house.
- g. The Owner shall install, own, operate, and maintain the sewer service line, pressure sewer, and grinder pump from the Owners property to its connection with the sewer main in South Valley Road.
- h. The Owner shall be responsible for obtaining easements from other property owners for their water and/or sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water and sewer system construction. All water and sewer system construction must meet City requirements. Before connection of the 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. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with water and sewer. 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 and sewer service provided by the City.
- c. The charge for water and sewer 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 and

sewer 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 and sewer 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 a 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 date of this Agreement to complete the water and sewer service line construction and necessary improvements as set forth herein. 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 (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 South Valley Road and West 50th Street 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.

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 as 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             | City of Casper                 |
| Jacob and Sadie Carson | Attn: Public Services Director |
| 3601 Hawthorne Ave     | 200 North David                |
| Casper, Wyoming 82604  | Casper, WY 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

OWNER:

OWNER:

\_\_\_\_\_  
Jacob Carson

\_\_\_\_\_  
Sadie Carson

The undersigned mortgagee for Jacob and Sadie Carson hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Jacob Carson.

(seal)

NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Sadie Carson.

(seal)

NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

      This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Steven K. Freel as Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

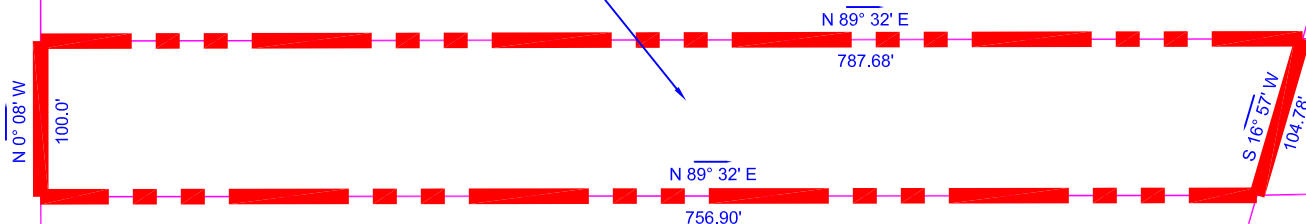


VICINITY MAP  
NOT TO SCALE

# LOCATION MAP EXHIBIT "A"

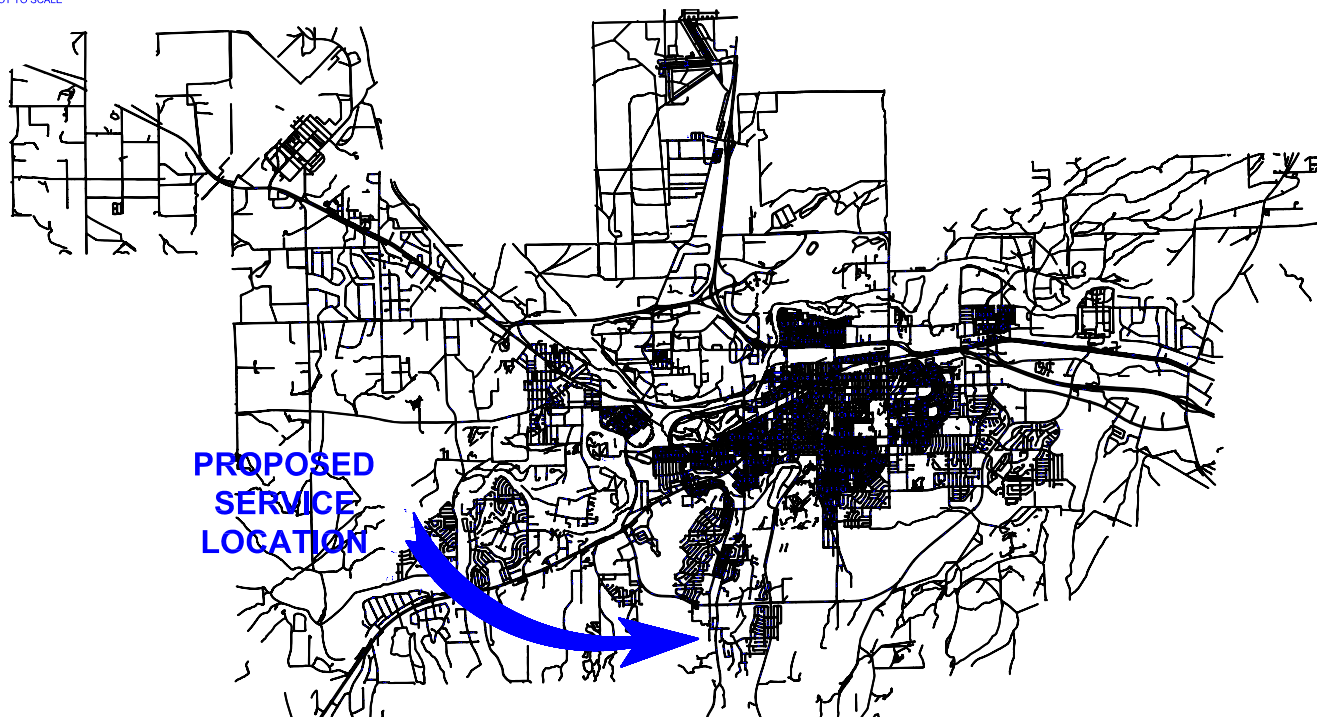


JACOB & SADIE CARSON  
SOUTH GARDEN CREEK ACRES #4  
TRACT 8, 1.77 ACRES  
PART OF THE SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ ,  
SECTION 29, T33N R79W  
OF THE 6TH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING



VICINITY MAP  
NOT TO SCALE

## VICINITY MAP





March 18, 2021

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 certain owners of lands in the Swingle Ranch Tracts Subdivision.

**Meeting Type & Date**

CPU Advisory Board Meeting  
March 24, 2021

**Action Type**

Approval

**Recommendation**

That the CPU Advisory Board consider a Contract for Outside-City Water Service with certain owners of lands in the Swingle Ranch Tracts Subdivision who are listed in Exhibit "A" of the Agreement.

**Summary**

This contract provides Outside-City water service for lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 23, and 24 of the Swingle Ranch Tracts located west of Casper in the Squaw Creek Area. The properties will obtain water service by connecting to a new 8-inch water main that is being installed by the homeowners. Once completed, the City will assume ownership of the new main that ties into the West Casper Zone II water line.

These properties are not contiguous to the Casper City limits and Commitments to Annex will be signed as they are 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

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and certain owners of lands in the Swingle Ranch Tracts Subdivision who are listed in Exhibit “A” (attached hereto and made a part of this Agreement) and have signed this Agreement; hereinafter referred to as “Owners.”

### RECITALS

- A. Owners are the owners of certain lands as described in Exhibit “B” (attached hereto and made a part of this Agreement) being lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 23, and 24 of the Swingle Ranch Tracts, located in the S1/2 of Section 24, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owners desires to obtain water service from City for such property as described in Exhibit “B”; and,
- C. Owners can extend an 8-inch water main to and through their properties by connection into the West Casper Zone II water main located in Tavaras Road; and,
- D. Owners 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 properties served shall be limited to those described in Exhibit “B.” No other properties shall be served without the express permission of the City Council of the City of Casper.
  - b. Owners shall be allotted one (1), water service connection and meter to each of the properties shown on Exhibit “B.” No other properties may be served from these connections. Each connection shall serve one lot only.
  - c. Main water lines, water service lines, fire hydrants and other appurtenances shall be constructed in an orderly sequence in accordance with the City’s requirements.
  - d. The Owners shall construct the necessary water lines pursuant to the requirements of the Casper Municipal Code. All work shall be in accordance with plans and specifications to be prepared by the Owner’s engineer, approved by the City, and permitted by the Wyoming Department of Environmental Quality. Water line sizes shall be as determined by the City.

- e. All necessary water line easements or rights-of-way in forms acceptable to the City shall be obtained by the Owners, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, fire hydrants and other appurtenances. Minimum twenty foot (20-foot) wide easement widths shall be provided.
- f. All water system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the water and sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- g. The Owners shall maintain, repair, and replace, if necessary, all the water system improvements for a period of eighteen (18) months from the date stated in a Letter of Completion issued by the City under the Casper Municipal Code. This obligation includes maintenance, repair, or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing as provided in the Casper Municipal Code and thereafter own, operate, and maintain said water system. In the event the Owners fail to maintain, repair, or replace said improvements during the warranty period, City may, at its option, maintain, repair, or replace the same and Owners agree to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City of the water system does not relieve the Owners from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- h. The Owners shall install water service lines from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- i. Owners shall submit "as-built" record documents for the water system to the City prior to the issuance of any certificate of occupancy. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name and date.
- j. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.
- k. The Owners shall be responsible for obtaining easements from other property owners for the water service lines 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 lines shall be protected during the subsequent course of developing the property from damage, and the Owners shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owners shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owners directly for said cost. The Owners 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 Owners and be located on the property lines.
- b. Owners will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owners 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. Owners 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 Owners agree 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. Construction Term

The Owners 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.

6. Annexation

- a. The Owners hereby agree 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 Owners 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 Owners 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 "B." 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 Owners fail 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.

7. Future Improvements

- a. The Owners agree to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area 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 Owners agree 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 Owners further agree to and hereby waive 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.

8. 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.

9. 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 “B” 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 Owners 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                | City of Casper                 |
| See Exhibit "A" for Owner | Attn: Public Services Director |
| Information               | 200 North David                |
|                           | Casper, WY 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.



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

OWNER:

OWNER:

\_\_\_\_\_  
Sean King as Owner of Lot 11

\_\_\_\_\_  
Stephanie King as Owner of Lot 11

The undersigned mortgagee for Sean King and Stephanie King hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Sean King as Owner of Lot 11.

(seal)

NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Stephanie King as Owner of Lot 11.

(seal)

NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

NOTARY PUBLIC

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

OWNER:

OWNER:

\_\_\_\_\_  
Tyler Gilskey as Owner of Lot 24

\_\_\_\_\_  
Tessa Gilskey as Owner of Lot 24

The undersigned mortgagee for Tyler Gilskey and Tessa Gilskey hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Tyler Gilskey as Owner of Lot 24.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Tessa Gilskey as Owner of Lot 24.

(seal)

NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

NOTARY PUBLIC

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

OWNER:

OWNER:

\_\_\_\_\_  
John Miller as Owner of Lot 10,  
4297 Douglas Road

\_\_\_\_\_  
Natalie Miller as Owner of Lot 10,  
4297 Douglas Road

The undersigned mortgagee for John Miller and Natalie Miller hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by John Miller as Owner of Lot 10, 4297 Douglas Road.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Natalie Miller as Owner of Lot 11, 4297 Douglas Road.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

OWNER:

OWNER:

\_\_\_\_\_  
Jeff Grutkowski as Owner of Lot 7,  
4292 Douglas Road

\_\_\_\_\_  
Cheri Grutkowski as Owner of Lot 7,  
4292 Douglas Road

The undersigned mortgagee for Jeff Grutkowski and Cheri Grutkowski hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Jeff Grutkowski as Owner of Lot 7, 4292 Douglas Road.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Cheri Grutkowski as Owner of Lot 7, 4292 Douglas Road.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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



OWNER:

OWNER:

\_\_\_\_\_  
Mike LeGrande as Owner of Lot 5,  
4092 Douglas Road, and Lot 12

\_\_\_\_\_  
Gay LeGrande as Owner of Lot 5,  
4092 Douglas Road, and Lot 12

The undersigned mortgagee for Mike LeGrande and Gay LeGrande hereby agrees to, consents,  
and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Mike LeGrande as Owner of Lot 5, 4092 Douglas Road, and Lot 12.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Gay LeGrande as Owner of Lot 5, 4092 Douglas Road, and Lot 12.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_  
Jack Bradley, Managing Shareholder  
of Zephyr Estates, LLC, as Owner of  
Lot 6, 4190 Douglas Road and Lot 23

The undersigned mortgagee for Zephyr Estates, LLC hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Jack Bradley, Managing Shareholder of Zephyr Estates, LLC as Owner of Lot 6, 4190  
Douglas Road, and Lot 23.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

          This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_  
                                          as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

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

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_  
David Brewbaker as Owner of Lot 8,  
4394 Douglas Road and Lot 9

The undersigned mortgagee for David Brewbaker hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

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

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

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by David Brewbaker as Owner of Lot 8, 4394 Douglas Road, and Lot 9.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ the Mortgagee.

(seal)

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

[illegible]

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal  
corporation.

(seal)

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

Exhibit "A"  
Swingle Ranch Tract Homeowners

| <b>Lot Number</b>       | <b>Owner</b>              | <b>Owners Address</b>                        |
|-------------------------|---------------------------|----------------------------------------------|
| 5<br>4092 Douglas Road  | Mike and Gay LeGrande     | 2095 Glendo Street<br>Casper, WY 82604       |
| 6<br>4190 Douglas Road  | Zephyr Estates, LLC       | 330 S. Center, Suite 419<br>Casper, WY 82601 |
| 7<br>4292 Douglas Road  | Jeff and Cheri Grutkowski | 719 S. Melrose<br>Casper, WY 82601           |
| 8<br>4394 Douglas Road  | David Brewbaker           | 4014 Sweetbrier<br>Casper, WY 82604          |
| 9<br>No Address         | David Brewbaker           | 4014 Sweetbrier<br>Casper, WY 82604          |
| 10<br>4297 Douglas Road | John and Natalie Miller   | 1654 Bellaire Dr.<br>Casper, WY 82604        |
| 11<br>5707 Kings Row    | Sean and Stephanie King   | 1520 Cornwall St.<br>Casper, WY 82609        |
| 12<br>No Address        | Mike and Gay LeGrande     | 2095 Glendo Street<br>Casper, WY 82604       |
| 23<br>No Address        | Zephyr Estates, LLC       | 330 S. Center, Suite 419<br>Casper, WY 82601 |
| 24<br>No Address        | Tyler and Tessa Gilskey   | 2332 Glendale Ave.<br>Casper, WY 82601       |

## FY22 Preliminary Capital Projects - Water Fund

| Funding Source                             | Project Listing                       | 2022                 |
|--------------------------------------------|---------------------------------------|----------------------|
| <b>OneCent#16 - OC UTILITY - OC16WATER</b> |                                       | <b>(\$2,500,000)</b> |
| Water Distribution                         | 2010022001 - FY22 Misc Water Main     | (\$2,500,000)        |
| <b>WATER CUR - -</b>                       |                                       | <b>(\$1,286,600)</b> |
| Water Distribution                         | 2010022002 - FY22 Internal Water      | (\$275,000)          |
| Water Distribution                         | 2010022003 - FY22 Over Sizing         | (\$85,000)           |
| Water Distribution                         | 2010022004 - FY22 Booster Station     | (\$50,000)           |
| Water Distribution                         | 2010022007 - Water Meters and ERT's   | (\$143,000)          |
| Water Distribution                         | 2010022008 - Sun I South Tank         | (\$310,000)          |
| Water Distribution                         | 2010022009 - CY Tank Interior Coating | (\$185,000)          |
| Water Distribution                         | 2010022010 - WDG Facility Entrance    | (\$12,000)           |
| Water Distribution                         | 2010022011 - WDG Office Copy          | (\$5,000)            |
| Water Distribution                         | 2010022012 - Compressor Truck         | (\$62,200)           |
| Water Distribution                         | 2010022013 - Backhoe Replacement      | (\$102,200)          |
| Water Distribution                         | 2010022014 - Flat Bed Dump Truck      | (\$57,200)           |
|                                            |                                       | <b>(\$3,786,600)</b> |



## FY22 Preliminary Capital Projects - Sewer Fund

| Funding Source                             | Project Listing                                  | 2022                 |
|--------------------------------------------|--------------------------------------------------|----------------------|
| <b>OneCent#16 - OC UTILITY - OC16SEWER</b> |                                                  | <b>(\$500,000)</b>   |
| Wastewater Collections                     | 2030022005 - FY22 Misc Sewer Main Replacement    | (\$500,000)          |
| <b>SEWER CUR - -</b>                       |                                                  | <b>(\$704,700)</b>   |
| Wastewater Collections                     | 2030022001 - FY22 Oversizing Reimbursement       | (\$35,000)           |
| Wastewater Collections                     | 2030022004 - Service Truck Replacement           | (\$80,200)           |
| Wastewater Collections                     | 2030022005 - FY22 Misc Sewer Main Replacement    | (\$500,000)          |
| Wastewater Collections                     | 2030022006 - Sewage Lift Station Communication U | (\$25,000)           |
| Wastewater Collections                     | 2030022007 - Lift Station Pump and Panel Replace | (\$35,000)           |
| Wastewater Collections                     | 2030022008 - Pipelogix Phoenix Software          | (\$14,500)           |
| Wastewater Collections                     | 2030022009 - JetScan Camera                      | (\$15,000)           |
|                                            |                                                  | <b>(\$1,204,700)</b> |

## FY22 Preliminary Capital Projects – WWTP Fund

| Funding Source             |                                                  | Project Listing | 2022                 |
|----------------------------|--------------------------------------------------|-----------------|----------------------|
| <b>WWTP CUR - -</b>        |                                                  |                 | <b>(\$1,921,000)</b> |
| Wastewater Treatment Plant | 2040017068 - WWTP Digester Boiler Installation   |                 | (\$1,400,000)        |
| Wastewater Treatment Plant | 2040022001 - Bar Nunn #1 Lift Station Generator  |                 | (\$90,000)           |
| Wastewater Treatment Plant | 2040022003 - FY22 Equipment Replacements         |                 | (\$125,000)          |
| Wastewater Treatment Plant | 2040022005 - FY22 Dewatering Building HVAC Repla |                 | (\$150,000)          |
| Wastewater Treatment Plant | 2040022009 - FY22 Security Upgrades              |                 | (\$30,000)           |
| Wastewater Treatment Plant | 2040022010 - Roll-off Box Replacement            |                 | (\$12,000)           |
| Wastewater Treatment Plant | 2040022011 - Lift Station Communication Upgrade  |                 | (\$25,000)           |
| Wastewater Treatment Plant | 2040022012 - Utility Cart Replacement            |                 | (\$12,000)           |
| Wastewater Treatment Plant | 2040022014 - Industrial Riding Mower Replacement |                 | (\$12,000)           |
| Wastewater Treatment Plant | 2040022015 - DAFT Pressure Tank                  |                 | (\$40,000)           |
| Wastewater Treatment Plant | 2040022016 - Primary Sludge Pump Replacement     |                 | (\$15,000)           |
| Wastewater Treatment Plant | 2040022018 - Centrifuge Sludge Feed Pump Replace |                 | (\$10,000)           |
|                            |                                                  |                 | <b>(\$1,921,000)</b> |

## **Casper's Council of People with Disabilities (CCPD) - AGENDA**

Thursday, March 25, 2021 at 11:30 AM

Participation via Microsoft Teams ONLY due to COVID-19 Precautions

1. Roll call & introduction of guests
2. Review of the previous month's minutes & approval of minutes
3. City Council Representative to address any City of Casper business that may affect or be of interest to the CCPD.
4. Question & Answer (Q&A) with the City Council Representative.
5. Old Business:
  - Discuss updates from Committees since the previous CCPD meeting to address established priorities as listed below:
    - QOL Committee – Zulima Lopez, Chairperson
      - Update on Transportation Priorities
    - Public Relations (PR) Committee – John Wall, Chairperson
      - Updates on CCPD Facebook page
    - Events Committee – Nikki Green, Chairperson
      - Update regarding Music Unites Casper celebration of Disability Awareness Month in March.
    - Fundraising Committee – Linda Jones, Chairperson
      - Update on calendar fundraising project
6. New Business:
  - Financial Report – Presented by the Treasurer
  - Discussion regarding future CCPD meetings – Do we want to continue virtually, in-person, or both, and what might the in-person meeting look like?
  - Any other new business or public comment
7. The next scheduled meeting is Thursday, April 22, 2021 at 11:30 AM.

**From:** Roehr, Mary <Mary.Roehr@charter.com>  
**Sent:** Monday, March 15, 2021 9:21 AM  
**Subject:** FW: Charter Spectrum Channel Lineup Changes

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello.

Charter Communications/Spectrum is making changes to our residential channel lineup for customers in your community.

| PROGRAMMING         | CHANGE                   |
|---------------------|--------------------------|
| Pay-Per-View Events | Channel Launch (HD & SD) |

To view a current Spectrum channel lineup visit [www.spectrum.com/channels](http://www.spectrum.com/channels).

Please contact me should you have any questions.

Sincerely,

Mary Roehr



**Mary Roehr** | Director, Government Affairs, Colorado, Montana, Wyoming | C: 406-671-7956  
951 W. Custer Ave. | Helena, MT 59601



KIDS' ART A LA CARTE

# Storybook

EVENING

21<sup>ST</sup>  
ANNUAL

JOIN THE MAGIC ON  
**MAY 1<sup>ST</sup>, 2021**



WHERE DIFFERENCE  
MAKERS COME

# ALIVE!



FEATURED STORYBOOK ILLUSTRATED BY ZACHARY PULLEN

CDCCASPER.ORG



# MAY 1<sup>ST</sup>

## 6:00 PM

### AT THE CASPER EVENTS CENTER



- \$65/INDIVIDUAL TICKET
  - \$520 TABLE OF 8
- SPONSORSHIP/DONOR OPPORTUNITIES AVAILABLE

- RSVP BY **APRIL 17**
- CALL 307.235.5097 OR  
EMAIL [JRIDDLE@CDCCASPER.ORG](mailto:JRIDDLE@CDCCASPER.ORG)



MORE INFO & RESERVE YOUR SEAT  
AT [CDCCASPER.ORG/AALC](http://CDCCASPER.ORG/AALC)   



## SPECIAL OPPORTUNITY

to own a **Zachary Pullen** original  
night of the event.



**6 TOTAL PAINTINGS** will be auctioned  
off in both LIVE & BLIND auctions.



### SO, WHAT'S A BLIND AUCTION, EXACTLY?

Participants place their highest bid "blindly"  
in a box, and highest bidder wins!

**CAN'T WAIT TO SEE YOU THERE!**