

INFORMATION PACKET

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Friday, December 6, 2019



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

December 10, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		5 min	4:30
Fort Caspar Expansion (Tim Cortez - Memo Due)	Direction Requested	15 min	4:35
Wind River/Washakie Traffic Concerns (Chief McPheeters - Memo Due)	Direction Requested	30 min	4:50
Utility Rates	Direction Requested	30 min	5:20
Downtown Parking Fines Structure (Liz Becher - Memo Due)	Direction Requested	30 min	5:50
Agenda Setting		20 min	6:20
Legislative Review		10 min	6:40
Council Around the Table		10 min	6:50
Approximate Ending Time:			7:00

December 10, 2019

Councilmembers Absent:

Special Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Establish Public Hearing: Wyoming Business Council Grant for First Street Gateway Project	C				
2nd Reading: Mayor Salary			N		
Executive Session: Litigation & Personnel					

December 17, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: InTTec Inc. Franchise Agreement					
Pre-Meeting: Budget Calendar					
Pre-Meeting: LAD Jade & Arrowhead Followup					
Establish January 7, 2020 as the Public Hearing Date for Consideration of: Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the Metro Road Speed Zone.	C				
Public Hearing: Authorizing the Submission of a Wyoming Business Council Grant, in an Amount up to \$500,000, for the First Street Gateway Project.		N			
Public Hearing: Transfer of Ownership for Retail Liquor License No. 36, Owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street.		N			

The Grid

A working draft of Council Meeting Agendas

December 17, 2019 (continued)
Councilmembers Absent:

Public Hearing: New Bar and Grill Liquor License No. 12 for Adega, LLC., d/b/a Qdoba Mexican Eats, Located at 5030 East 2nd Street .		N			
Public Hearing: New Bar and Grill Liquor License No. 13 for EDG, LLC., d/b/a Qdoba Mexican Eats, Located at 4009 CY Avenue.		N			
Approving a Plat Creating the Dewald Divide Addition, a Subdivision Agreement, and a Zone Change of said Addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District). 3rd reading			N		
Amendment to Section 10.24.010 and Section 10.24.010 of the Casper Municipal Code pertaining to Thirty and Forty Mile Per Hour Speed Zones. 3rd reading			N		
Amending Section 2.04.040 of the Casper Municipal Code - Salaries 3rd Reading			N		
City-Initiated Annexation of Properties Along the West Side of South Poplar, South of West 50th Street; and the Zoning of Said Properties as AG (Urban Agriculture). 2nd Reading			N		
Approving a Plat and Subdivision Agreement for the Fairgrounds Home Addition No. 2. 2nd Reading			N		
Annexation and Plat Creating the Ihli Addition to the City of Casper, and Zoning of said Addition as R-2 (One Unit Residential). 2nd Reading			N		
Authorizing a Contract for Professional Services with 292 Design Group, Inc., in the Amount of \$21,500, for a Market Feasibility Study for a Casper Ice/Multi-Sports Complex.				C	
Authorizing the Purchase of Police Radio Equipment to Outfit Fifteen (15) Police Officers and make Additional Spare Units Available, in the Total of \$144,198.05 from Motorola Solutions, Inc.				C	
Regulating the Operation of Highland Cemetery and Establishing Fees, Services and Sale Policies, Rules and Regulations and Rescinding Resolution No. 18-139.				C	
Authorizing a Utility Adjustment Agreement with the Wyoming Department of Transportation for the Relocation of a Sanitary Sewer Main for the Interstate 25 & Casper Marginal Sewer Main Relocation Project.				C	
Accepting a Right-of-Way Easement from James L. Allison, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street Project.				C	
Authorizing the Execution of Loan Documents with the State Loan and Investment Board in the Amount of \$8,000,000 for the Purpose of the North Platte Sanitary Sewer Rehabilitation Project.				C	
Authorizing an Agreement with Wired Electric in the Amount of \$176,622 for the Casper Events Center Roof Arena Floor Lighting Upgrades.				C	
Accepting Grant from the Wyoming Governor's Big Game License Coalition, in the Amount of \$10,000, for Wetlands Construction and Enhancement in the First Street Reach River Restoration.				C	
Establishing Rates for Retail and Wholesale Water and Sewer Service				C	
Authorizing a Real Estate Purchase Agreement, in the Amount of \$26,000, for the Purchase of Real Property from the Imitate the Image Ministries.				C	

The Grid

A working draft of Council Meeting Agendas

December 17, 2019 (continued)
Councilmembers Absent:

Optional 1% Trails Trust Allocation				C	
Extension of Professional Services Contract with the Downtown Development Authority for the Operation and Management of the Municipal Parking Structure and Parking Lot No. 1.				C	
Authorizing the Purchase of One (1) New Combination Sewer Jet and Vac Truck, from Floyds Truck Center, Casper, Wyoming, in the Total Amount of \$435,846 Before Trade, for Use by the Waste Water Collection Division of the Public Services Department.					C
Authorizing the Purchase of One (1) New Self-Contained, Self-Propelled Truck Mounted Striping Machine, from EZ-Liner, Orange City, Iowa, in the Amount of \$373,673 Before Trade-In Allowance, for Use by the Traffic Division of the Public Services Department.					C
Authorizing the Appointments of New Members Ms. Kerstin Ellis and Ms. Deb Clark to the Downtown Development Authority Board of Directors.					C

January 7, 2020 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Election of Mayor and Vice-Mayor					
Public Hearing: Consideration of an Appeal of the Planning and Zoning Commission's Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, Generally Located at the Corner of Events Drive and North Poplar Street, North of Wilkins Way, From PH (Park Historic) to C-4 (Highway Business).		N			
Public Hearing: Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of Properties Along the West Side of South Poplar, South of West 50th Street; and the Zoning of Said Properties as AG (Urban Agriculture), Complies with W.S. 15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of Properties Along the West Side of South Poplar, South of West 50th Street.		N			
Public Hearing: Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the Metro Road Speed Zone.		N			
Approving a Plat and Subdivision Agreement for the Fairgrounds Home Addition No. 2. 3rd Reading			N		
Designating the Casper Journal and the Casper Star-Tribune as the City's Official Newspaper for the Calendar Year 2020.					C
Designating the following Banks as Approved Depositories of City of Casper Funds for Calendar Year 2020:					C

12/05/19

The Grid

A working draft of Council Meeting Agendas

January 14, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		5 min	4:30
			4:35
Agenda Setting		20 min	
Legislative Review		10 min	
Council Around the Table		10 min	
Approximate Ending Time:			

Proposed Work Session Agenda Items

Item	Proposed Date	Estimated Time	Notes
Property Code Revisions		40 min	After January 2020
Parking on the Parkways		30 min	
David Street Station 501(c)(3)		30 min	
Leash Laws			
Meadowlark Park			Spring 2020
Citizen Presentation - Vehicle Licensing - Maddie Booth		20 min	Waiting on response from Booth family
Long Range Transportation Plan Final Presentation	January 14, 2020	25 min	
Private Operation of Hogadon	January 28, 2020		
Dog Parks	January 14, 2020	15 min	
MEI Scoring Matrix Discussion (LGBTQ)	January 28, 2020		

Staff Suggested Items:

Limo Amendment			
Health Plan - Residual Balance			After January 2020
Neighborhood/Infrastructure Redevelopment (Goal 1)			
Pre-Annexation Agreement			
Historic Preservation Strategic Plan - Follow-up	January 14, 2020	20 min	
Municipal Court Update	January 28, 2020		
Utility Business Plan			After New Year - February
Sign Code Revision			
Way Finding	February 11, 2020		
Comp & Class Plan Preliminary Meeting	January 14, 2020	30 min	
Downtown Parking Garage	January 28, 2020		

Future Council Meeting Items

Establish January 21, 2020 as the Public Hearing Date for Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Ihli Addition to the City of Casper complies with W.S. §15-1-402.
1. Resolution.
2. Third reading Ordinance Approving Annexation, and Zoning of the Ihli Addition
February 18, 2020 Mr. Robert Hildebrand - 100 year celebration (Mayor of Casper in 1967)
Public Hearing February 18, 2020: Liquor License Renewals for Licensing Period April 1, 2020 through March 31, 2021.

Retreat Items

Economic Development and City Building Strategy

2020 State Benefit Enrollment Statistics

OVERVIEW

EST. ANNUAL PREMIUM COST

\$8.2
MILLION

ENROLLED IN MEDICAL

435
EMPLOYEES

WAIVED ALL COVERAGE

10
EMPLOYEES

ENROLLED IN HDHP

24
EMPLOYEES

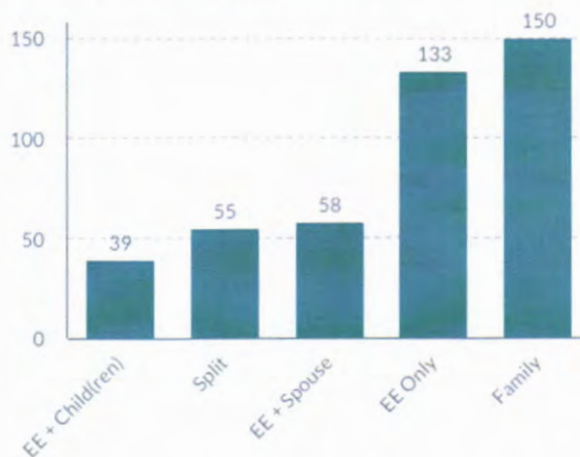
MOST POPULAR DEDUCTIBLE

\$500

LEAST POPULAR DEDUCTIBLE

\$3,000

Medical Enrollment by Coverage Tier



SPLIT COVERAGE

55*
EMPLOYEES
*7 INTERNAL COUPLES

ENROLLED IN MEDICAL W/ STIPEND

19
RETIREES

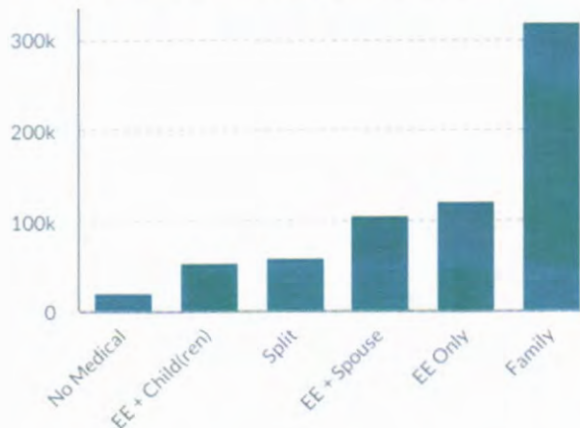
CITY'S MONTHLY COST FOR 22 EMPLOYEES ENROLLED IN DENTAL AND/OR LIFE ONLY

\$20,430

MISC. ENROLLMENT NUMBERS

Short-Term Disability	103
Basic Life	313
Dependent Life	149
Flex Medical	60
Flex Dependent Care	6
Flex Wrap-Around (HDHP)	1
Vision	351

City's Estimated Monthly Premium Expenses



EXPENSES NOT INCLUDED IN ESTIMATE

- Dept. Head Life (Increased rates)
- Fire Dept. Life (Increased rates)
- Retiree stipend
- Long-Term Disability premium
- EAP premium
- Cigna imprest balance
- 2019 claims run-out
- Cigna administrative fees
- Additional part-time employee enrollment

December 6, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: South Poplar Street Annexation – Council Friday Informational Packet
Information

As a follow up to the December 3, 2019 City Council meeting, the following additional information is being provided:

1. Community Development staff has mailed the Commitment to Annexation agreements/forms to all fifteen of the property owners, along with a cover letter that reiterates some of the benefits that annexation would provide to the property owners.
2. Commitment to Annexation agreements/forms have been provided to the Casper Star Tribune, at their request.
3. All Commitment to Annexation agreements/forms were verified to be recorded at the County Clerk's Office, as evidenced by the instrument numbers that are stamped on each of them. What this means is that the commitment to annex to the City was made a part of the public record, and was included in every property transaction that occurred since they were executed at the time water and/or sewer was requested from the City. Those types of documents, easements, etc. are typically found in a title report/policy that are standard requirement when property transactions, sales, refinances, etc. occur.
4. The benefits to the City in annexing the properties were detailed in the Annexation Report/Study, and are further outlined as follows:
 - a. Estimated yearly sales tax revenue - \$18,112;
 - b. Estimated yearly property tax revenue - \$8,000;
 - c. Estimated direct payment/revenue from Decennial Census - \$1,504 per person, or \$48,128 total. In addition, hundreds of billions of dollars are allocated annually by the Federal Government for things like transportation and housing, and how we receive is based heavily on Census information;
 - d. Although the area is currently built out, any future building permits would generate revenue for the City;
 - e. The City will see additional yearly revenue from franchise fees from utilities, which are based on the population/properties being located within the City limits;

- f. There are no capital improvement or maintenance costs necessary to service the area;
 - g. The location of the area in proximity to other properties already receiving City services provides no extra burden on City resources;
 - h. The residents of the area are most likely already benefitting from City services, but are not currently helping the City to provide those services in a financial sense. The cost of using many of the City's amenities is subsidized as a benefit for our citizens, such as in the case of public pools, the recreation center, Hogadon Basin, the events center, etc. There is no differential cost structure for non-City residents to use those facilities. In addition, these residents presumably enjoy City plowed and maintained City streets to go shopping, go to work, etc.;
 - i. Current City policy requires immediate annexation in order to obtain water and/or sewer service. In order to be equitable, and to treat all utility customers and property owners the same, eligible water and sewer customers, past and present, should be required to annex into the City if it can be determined that it would be a financial benefit to the City.
5. Out of the fifteen (15) current property owners, only three (3) appear to be the original parties that signed/executed the Commitment to Annexation agreements/forms. The remaining twelve (12) properties have changed hands since water and/or sewer was originally requested.



December 5, 2019

Dear Poplar Street Property Owner:

As a follow up to the December 3rd Council meeting, we are providing you with a copy of the Commitment to Annexation that was executed when your property originally obtained City water service. Please note, the attached Agreement includes a stamp with an instrument number from the Natrona County Clerk which indicates that the agreement was recorded against your property, and was therefore, available for any and all property transactions/sales that have occurred since it was executed.

I also wanted to take this opportunity to reiterate the benefits to you, the property owners, that have previously been discussed informally at the neighborhood meeting, but have also been outlined in the Annexation Report that was recently completed and sent to all property owners in the area, as required by law.

- The City's ISO (Insurance Services Office) rating is based on many factors, including maintaining a four-minute response time to every property in the jurisdiction for emergency services (Fire/Medical). Because the City has put significant effort, funding and resources into providing outstanding emergency services, Casper residents enjoy the lowest possible home/fire insurance rates. It is very likely that you will see a significant improvement in your home/fire insurance rates as a result of annexation, not to mention the best possible service if you ever need it.
- Water rates for residents of Casper are significantly cheaper than rates for customers outside the City limits. Depending on your water usage, you should see noticeable savings on your monthly water bill.
- Code Enforcement is more robust in the City than it is in the County, with three (3) full time officers compared to two (2) at the County, who obviously have a much larger area to cover. For most law-abiding citizens of Casper Code Enforcement is considered to be a benefit because it assures that property values are maintained by compelling their neighbors to properly maintain their properties.

Code Enforcement addresses visible junk and debris, derelict vehicles, weeds and litter, and ensures that building and zoning laws are being met. However, if a property owner doesn't plan to comply with basic cleanliness and maintenance standards, I can certainly see how they would view City Code Enforcement as not being beneficial to them.

- It should be noted that a significant benefit of being a City resident is having access to water and/or sewer, which you already enjoy, and have for years. Under current City policy, you would not have been allowed to obtain water or sewer without immediate annexation to the City. By delaying the requirement to annex, you have undoubtedly saved significant amounts of property taxes over the years. Additionally, properties with access to public utilities typically enjoy positive property values and appreciation that are directly attributable to the availability of City water.
- As a City resident, you would be able to vote in City elections, and serve as either elected or appointed City of Casper officials if you wish.
- Even if annexed, you will continue to be a Natrona County resident, and will not lose County services, including the services of the County Sheriff's Department. However, in addition to the Sheriff's Department, the City's Police Department will now also be available to serve you as a primary emergency service agency rather than a backup agency.

As always, if you or anyone one else in the area have questions or concerns, I am available by phone at (307)-235-7579 or by E-mail at ccollins@casperwy.gov.

Respectfully,





Craig Collins, AICP
City Planner

Cc: Casper City Council
J. Carter Napier, City Manager
Liz Becher, Community Development Director

Community Development | Planning

200 North David Street | Casper, WY | 82601-1862 | Phone: (307) 235-8241 | Fax: (307) 235-8362 |
www.casperwy.gov

November 15, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
Craig Collins, AICP, City Planner
SUBJECT: Annexation Update – South Poplar Street Properties

Meeting Type & Date:

Council Pre Session, November 19, 2019

Action Type:

Information only, no action required

Summary:

Prior to the approval of any annexation the City is required, by State law, to complete an annexation report/study of the area to determine potential costs to the City as well as the residents of the area, and to ensure that City-provided public services are available to the area. The annexation report/study is typically reviewed, and findings are made by resolution concurrent with the third reading of the ordinance approving the annexation. The annexation report/study is sent to affected property owners, as well as all utility companies approximately a month before the final hearing. Staff has not received any comments or concerns from anyone that received the report/study.

By law, the report/study must contain certain information and details, including:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii).
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation.
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed.
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection.
- (v) The current and projected property tax mill levies imposed by the municipality.
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.

The attached annexation report/study goes into detail to provide all the required items listed. The report/study concludes that the City can provide all customary City-services to the area, and will not incur any additional costs.

Community Development staff held a neighborhood meeting at City Hall on September 12, 2019 to take comments from property owners and to answer their questions. The meeting was attended by approximately a dozen property owners as well as the Mayor. As a follow up to the conversation that occurred, staff responded via written correspondence dated October 8, 2019. In preparation for the neighborhood meeting, staff put together a Frequently Asked Question/Answer sheet, which is also being provided with this memo.

Financial Considerations:

None at this time

Oversight/Project Responsibility:

Community Development Department

Attachments:

Final Annexation Report/Study

Frequently Asked Question/Answer Sheet

Correspondence Dated October 8, 2019

Vicinity Map

South Poplar Street Annexation

(South Garden Creek Acres Addition and South Garden Creek
Acres No. 2 Addition)

2019 ANNEXATION REPORT

October, 2019

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial consequences of annexing properties into the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

The Casper City Council approved Resolution No. 19-162 initiating the annexation of multiple unincorporated properties located generally west of South Poplar Street, and south of SW Wyoming Boulevard. Those properties are described more particularly as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

The annexation is proposed to incorporate thirteen (13) semi-rural, single-family residential properties into the City limits. The City limits is located immediately east of the area, and falls under the City's R-1 (Residential Estate) zoning. The properties being proposed for annexation will most likely be zoned AG (Urban Agriculture), once annexed. All properties have access to City water service, and have previously-signed commitments to annex associated with their individual deeds. A handful of the properties are currently connected to City sewer; however, the majority have septic systems. All properties involved in the annexation have frontage on a public right-of-way.

For the purpose of analysis within this report, the following assumptions have been made:

▪ Estimated Population	32 (2.45 persons per household x 13 houses)
▪ Potential yearly sales tax revenue	\$18,112 (total)
▪ Potential yearly property tax revenue	\$8,000 (total combined)
▪ Area within designated Growth Boundary	Yes
▪ Enterprise Departments	Unaffected – Service is available
▪ Potential building permit revenue	Negligible, area is built-out
▪ Surveying requirements	Platted – No cost for surveying
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	Limited instances of non-conforming uses
▪ Likely zoning classification	AG (Urban Agriculture)

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. All properties being annexed currently have access to public streets. South Poplar Street is a State owned and maintained highway, and West 50th Street is an improved City street. Although South Poplar Street is not currently constructed to City standard specifications because it lacks curb, gutter and sidewalks, there are no immediate plans for the City to take over the ownership and maintenance of the street; and therefore, no immediate need to upgrade it to meet City standards. A funding mechanism will have to

be identified in the future, at such time as South Poplar Street requires improvements. A public sewer main extends up the east side of South Poplar Street, approximately half the length of the annexation. The decision as to when each property will be required to connect to public sewer rests solely with the City/County Health Department, and is independent of whether or not the properties are located in the City or the County. It is typical that the Health Department will allow septic systems to remain in use until such time as they fail. At such time, if a property is located within three hundred (300) feet of a public sewer main, the Health Department will typically require connection rather than permitting a new septic system to be installed. There are no future plans in the works at this time to extend the sewer main to the south, beyond its current terminus.

The property owners will not be required to complete any public improvements as a result of annexation into the City, and therefore, will not incur any immediate development costs.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); (*See appendix for map*).
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; (*See "Development Costs" section above*).
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; (*See individual City Department or Division sections below, all services will be available immediately upon annexation*).
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; (*See individual City Department or Division sections below*).
- (v) The current and projected property tax mill levies imposed by the municipality; and, (*See "Economics and Sources of Revenue" section below for tax information*).
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. (*See "Development Costs" section above*).

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is immediately adjacent to properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.
4. The annexation of the area is contiguous with, and adjacent to, the City limits along the eastern boundary.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the eight (8) departments or divisions that

provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs. In addition, the report considers the possible effects to the City's transit system, overseen by the Metropolitan Planning Organization (MPO), which is funded in large part by the federal government.

The relative service costs for City services that are attributable to each property within the City of Casper municipal limits were derived by dividing each department's FY 2020 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the annexation based on existing budgets and properties served. A second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. The property-based analysis in this case paints a similar picture regarding the costs of growth. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, both are useful to illustrate the relative financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and new streets are constructed/improved, or new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most voluntary annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

Some examples of development costs - 2019

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)

➤ Expected routine maintenance includes:

- Year 2 – Crack Sealing
- Year 5 – Chip Seal and Crack Seal
- Year 7 – Crack Sealing
- Year 10 – Major Repair/Patching
- Year 13 – Crack Seal
- Year 15 – Chip Seal and Crack Seal
- Year 20 – Reconstruction

POLICE DEPARTMENT COST OF PROVIDING SERVICE:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service, and patrolling the proposed addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$690 (*\$15,490,691 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$8,970 (*13 properties x \$690*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population rather than the number of properties served, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Police Department service cost (*portion of the total Police Department budget*) that would be attributable to this annexation would be \$9,294 per year (*\$15,490,691 x 0.06%*) if based on the expected population increase.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

FIRE DEPARTMENT COST OF PROVIDING SERVICE:

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is

\$413 (*\$9,278,947 current Fire Department budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$5,369 (*13 properties x \$413*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Fire Department budget*) that would be attributable to this annexation is approximately \$5,567 per year (*\$9,278,947 x 0.06%*).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$171 (*\$3,831,942 current Street/Traffic budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$2,223 (*13 properties x \$171*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Street/Traffic budget*) that would be attributable to this annexation is approximately \$2,299 per year (*\$3,831,942 x 0.06%*).

In the immediate future, the Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. At such time that South Poplar Street becomes a City street, it will require the City to expend funds to construct improvements to meet City standard street construction specifications, including the provision of curb, gutter, and sidewalk. In addition, additional maintenance costs can be expected, which in today's dollars, would be approximately \$201,000 - \$395,970 for this 0.67-mile section of roadway, over twenty (20) years. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

All properties currently enjoy City water service, and the majority of the properties use septic systems. As is the case with all properties in Natrona County, the City/County Health Department determines when property owners are required to abandon their septic systems and hook into the public sewer system, regardless of whether or not the property is located in the City or the County. A City sewer main is located in proximity to about half of the parcels being annexed, along the east side of South Poplar Street, and would need to be extended farther to the south at some point in the future to serve the additional properties beyond the current terminus.

The City will not incur any immediate capital costs associated with providing sewer service to the area, but the funding mechanism for a future extension of public sewer has not yet been identified. The ultimate cost of the extension could conceivably be borne by the residents, the City, or a combination of both. Long term, all City costs to provide water and sewer service to the area should be equal to revenues generated by the properties.

SANITATION DIVISION COST OF PROVIDING SERVICE:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area, should the property owners desire to use City garbage collection.

PARKS DIVISION COST OF PROVIDING SERVICE:

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$90 (*\$2,026,527 current Parks Division budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$1,170 (*13 properties x \$90*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service

cost (*portion of the total Parks Division budget*) that would be attributable to this annexation is approximately \$1,216 per year ($\$2,026,527 \times 0.06\%$).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$75 ($\$1,676,978$ *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$975 (13 *properties* \times $\$75$). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Planning/Code Enforcement budget*) that would be attributable to this annexation is approximately \$1,006 per year ($\$1,676,978 \times 0.06\%$).

The Community Development Department will not need to make any changes that will involve additional costs to the City as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

ENGINEERING DIVISION COST OF PROVIDING SERVICE:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$36 ($\$815,871$ *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$468 (13 *properties* \times $\$36$). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment.

In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Engineering Division budget*) that would be attributable to this annexation is approximately \$490 per year ($\$815,871 \times 0.06\%$).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

TRANSIT COST OF PROVIDING SERVICE:

The City of Casper, along with surrounding towns, contracts with the Casper Area Transportation Coalition (CATC), a non-profit group, for transit service. The present contractor, CATC, is a private, non-profit organization governed by a Board of Directors that also oversees CATC's operations. CATC oversees two services:

1. The eponymously named CATC, which is a door-to-door paratransit service, providing transportation for the Casper area's handicapped and elderly populations;
2. The Bus, which is a fixed-route bus transit system.

Casper Area Transit (CAT) is financed through a combination of sources including the City of Casper One-Cent and General Fund, and Federal Transit Administration (FTA) Section 5307 and Section 5316 funds. The total amount of local Casper-only funding budgeted for Fiscal Year 2020 is \$608,000, while Federal funding sources total \$1,024,312. It is estimated that the fraction of the Transit budget that is apportioned to each property/account in the City of Casper to provide transit service is \$73 ($\$1,632,312$ is *current Transit Casper and Federal-sourced budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$949 ($13 \text{ properties} \times \73). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Transit budget*) that would be attributable to this annexation is approximately \$979 per year ($\$1,632,312 \times 0.06\%$).

There will be no immediate budgetary impact to Transit as a result of this annexation. Fixed route transit service is not located in the immediate area, but service is available to the north, at the Sunrise Shopping Center.

ECONOMICS AND SOURCES OF REVENUE

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY20 are sales tax (\$18,672,852), revenue from the State of Wyoming (\$12,574,924), property taxes (\$4,160,683), charges for goods and services (\$5,196,957) and license/permit fees (\$6,238,998). It is generally accepted that given the current Wyoming tax structure, many residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas. Other impacts of an annexation are not easily measured but are no less important. With all development come construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy.

CONCLUSION

Assuming the City Council ultimately annexes the properties, the property owners will receive the same City services that every other property within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The properties are located directly adjacent to properties that are already receiving City services; therefore, these thirteen (13) properties can be absorbed into the City of Casper without any noticeable financial or operational effect.

Summary of Yearly Service Costs by Department/Division

General Fund Dept./Div.	Estimated Property-Based Cost	Estimated Population-Based Cost
Police	\$8,970	\$9,294
Fire	\$5,369	\$5,567
Streets/Traffic	\$2,223	\$2,299
Parks	\$1,170	\$1,216
Community Development	\$975	\$1,006
Engineering	\$468	\$490
Transit	\$949	\$979

Total Yearly Cost	\$20,124	\$20,851
Total 20-Year Cost	\$402,480	\$417,020

Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$18,112
Property Tax	\$8,000
Building Permits	\$0

Total Yearly Revenue	\$26,112
Total 20-Year Revenue	\$522,240

Summary of City-Borne Capital Costs

Description	Estimated Cost
Street Improvements (Immediate Cost)	\$0 (<i>State Highway</i>)
Curb, Gutter, Sidewalk (Eventual Cost for 0.67 Miles)	Unknown
Street Maintenance (Immediate Cost)	\$0 (<i>State Highway</i>)
Street Maintenance (Eventual 20-Year Cost for 0.67 Miles)	\$201,000 - \$395,970
Sewer Main Extension	Unknown
Surveying	\$0 (<i>Currently Platted</i>)
Administrative	\$3,000

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits that affect the entire community as well. When reviewing annexation proposals and for that matter, any development proposal in general, the City Council must recognize that there are significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable over the short term versus the long term. Location is almost always the most important factor determining whether the effects of growth are positive.

Denser, infill-type development, in proximity to existing City properties, is always cheaper to provide with City services than new development areas on the outskirts. Conversely, low density, sprawling development is much costlier because of inherent inefficiencies in its location and design. Location, in the land use planning context, correlates to proximity to existing public services, adequate roads and transportation infrastructure, utility availability, the overall density, and the ultimate type of land use of the area.

APPENDIX

1. RESOLUTION INITIATING ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBITS – PLATS
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

RESOLUTION NO.19-162

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY WEST OF SOUTH POPLAR STREET, AND SOUTH OF SW WYOMING BOULEVARD, IN THE SOUTH GARDEN CREEK ACRES ADDITION AND SOUTH GARDEN CREEK ACRES NO. 2 ADDITION

WHEREAS, the City of Casper ("City") has identified multiple properties ("Outside Properties") in the South Garden Creek Acres Addition and the South Garden Creek Acres No. 2 Addition, which are not currently included within the Casper corporate limits; and,

WHEREAS, the Outside Properties are all contiguous with properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to outside property owners and their successors in interest ("Outside Property Owners") to utilize City-maintained roads for access to their properties, and to enjoy access to City-funded services; and,

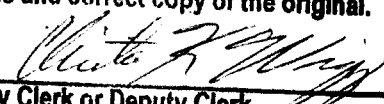
WHEREAS, the annexation of the Outside Properties will ensure that those who are benefitting from City services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council desires to initiate the annexation of the unincorporated area, as described below, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the eligible unincorporated properties located generally west of South Poplar Street, and South of SW Wyoming Boulevard, and described more particularly as follows:

- o E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- o Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- o Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

I hereby certify that this document is a
true and correct copy of the original.


City Clerk or Deputy Clerk



PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur D. Tremel

Fleur D. Tremel
City Clerk

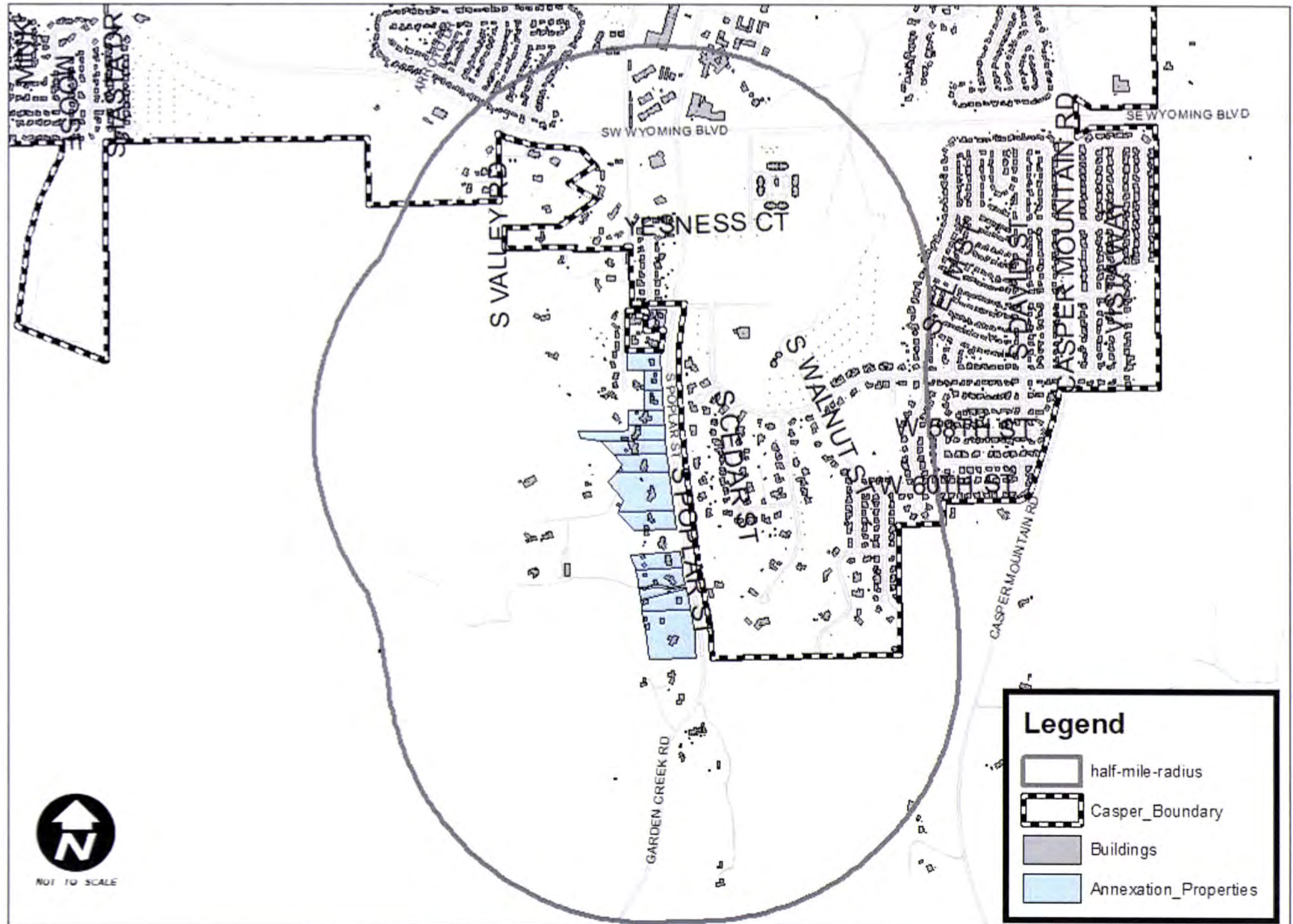


CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell

Charles Powell
Mayor

Proposed Annexation of Properties on S Poplar St.



SOUTH GARDEN CREEK ACRES
A SUBDIVISION OF A PORTION OF
THE SW¹/₄SE¹/₄ AND THE SE¹/₄SW¹/₄ SEC. 29, T.33N., R.79W.
NATRONA COUNTY-WYOMING

— **CERTIFICATE OF DEDICATION** —
SOUTH GARDEN CREEK ACRES
NATRONA COUNTY-WYOMING

I, Harry Yesness, a single man do hereby certify:
That the foregoing subdivision of that portion of the SW¹/₄SE¹/₄ and SE¹/₄SW¹/₄ Sec. 29, T.33N., R.79W. of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which is the intersection of the south boundary of Sec. 29, T.33N., R.79W. of the 6th P.M. and the west boundary of a 66-foot right of way of Lower Garden Creek Road run S. 89° 48' W. along the south boundary of the said Sec. 29, 450.6 feet to a point which is the southwest corner of the said "SOUTH GARDEN CREEK ACRES" and which bears N. 69° 48' E. 139.35 feet from the S. 1/4 cor. of the said Sec. 29; thence N. 0° 08' W. 951.19 feet to a point; thence N. 24° 09' W. 234.07 feet to a point; thence N. 21° 51' E. 106.77 feet to a point; thence N. 69° 48' E. 424.85 feet to a point; thence S. 6° 23' E. 448.89 feet to a point; thence S. 11° 05' E. 580.53 feet to a point; thence S. 00° 52' E. 283.42 feet to the point of beginning. Containing 18.9 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands; that the name of the said subdivision shall be "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Yesness
LARRY YESNESS

STATE OF WYOMING } ss
COUNTY OF NATRONA }

On this 25 day of May, 1951, before me appeared Harry Yesness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and the year in this certificate first above written.

My commission expires on the 25 day of May, 1953.

V. B. Nicholas
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of May, 1951, the "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," in the SW¹/₄SE¹/₄ and the SE¹/₄SW¹/₄ Sec. 29, T.33N., R.79W., of the 6th P.M., Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
ALBERT PARK - PROFESSIONAL ENGINEER &
LAND SURVEYOR LICENSE #9180

Subscribed in my presence and sworn to before me this 28th day of May, 1951.

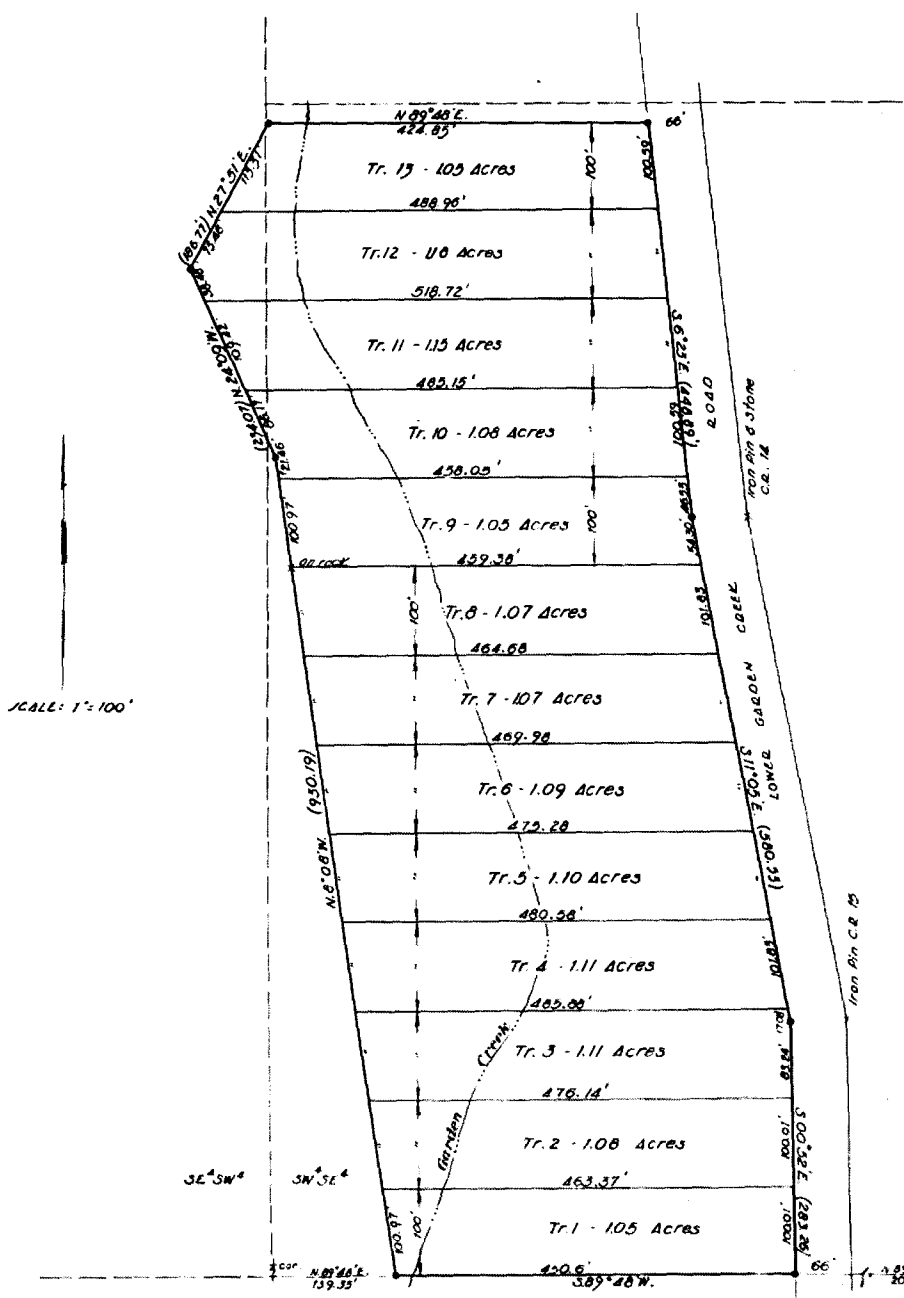
My commission expires on the 15 day of June, 1951.

Notary Public
NOTARY PUBLIC

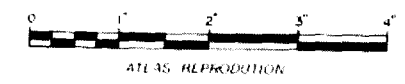
APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY
ATTEST
DATED

Chairman of Board
COUNTY CLERK



LEGEND
o 1/2" iron pipe
marked stone
+ all other corners - 3/8" iron pins





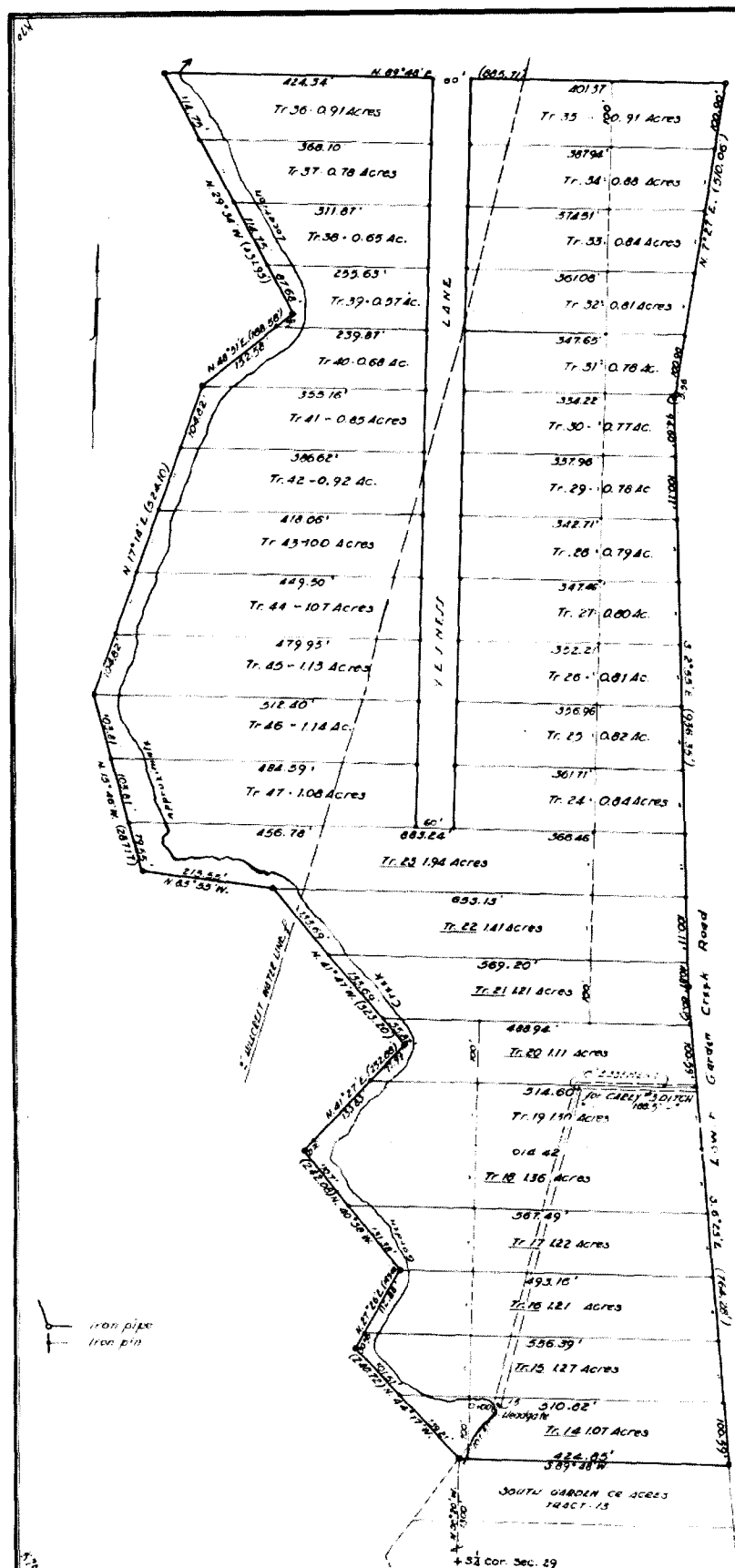
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Book 12
Folder 3



SOUTH GARDEN CREEK ACRES NO. 2 A SUBDIVISION OF A PORTION OF THE W²SE⁴ AND E²SW⁴ AND SE⁴NW⁴ AND SW⁴NE⁴ SEC. 29, T.33N., R.79W., 6th PRINCIPAL MERIDIAN NATRONA COUNTY-WYOMING

—CERTIFICATE OF DEDICATION— **SOUTH GARDEN CREEK ACRES NO.2** **NATRONA COUNTY-WYOMING** SCALE: 1"=100'

I, Larry Vassess, a single man, do hereby certify that the foregoing subdivision of that portion of the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which bears N.00°00' 1300 feet from the S² corner of section 29, T.33N., R.79W., 6th principal meridian and which is also the northwest corner of tract 13 South Garden Creek Acres; thence N.44°17'W. 240.72 feet to a point; thence N.27°26'E. 143.44 feet to a point; thence N.40°28'W. 242.08 feet to a point; thence N.41°27'E. 252.08 feet to a point; thence N.41°47'E. 323.20 feet to a point; thence N.63°35'W. 213.55 feet to a point; thence N.15°46'W. 287.77 feet to a point; thence N.17°14'E. 524.10 feet to a point; thence N.48°51'E. 188.58 feet to a point; thence N.29°34'W. 431.93 feet to a point; thence N.89°48'E. 884.71 feet to a point; thence S.7°27'W. 510.06 feet to a point; thence S.2°35'E. 936.33 feet to a point; thence S.6°25'E. 764.28 feet to a point; thence S.89°48'W. 424.85 feet to the point of beginning. Containing 283.9 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands, that the same of said subdivision shall be a subdivision shall be SOUTH GARDEN CREEK ACRES NO. 2, NATRONA COUNTY, WYOMING, and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Vassess
NATRONA COUNTY, WYOMING

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Sept., 1951, before me appeared Larry Vassess, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and the year in this certificate first above written.

My commission expires on the 30th day of Oct., 1952.

J. J. Thomas
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of July, 1951, the SOUTH GARDEN CREEK ACRES NO. 2, NATRONA COUNTY, WYOMING, in the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
NATRONA COUNTY, WYOMING

Subscribed in my presence and sworn to before me this 10th day of Sept., 1951.
My commission expires on the 24th day of Oct., 1952.

J. J. Thomas
NOTARY PUBLIC

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY
ATTEST
DATED

Chairman of Board
County Clerk
County Auditor



**2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS**

DISTRICT	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	CASPER	S D #1
DIST #	150	151	152	153	154	155	121	120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1								
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500
Community College								
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390
Natrona County								
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000		
Sewer, Water & Fire Bonds								
Fire Protection							3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890

2018 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0149 BRANDT-GOTHBERG	VARIES
0156 DOWNTOWN DEV AUTHORITY	16.00	0160 BLOODY TURNIP	\$150/\$300
0122 PIONEER WATER & SEWER	8.000	0162 BROOKHURST	\$120.00
0128 WARDWELL WATER & SEWER	8.000	0163 EAST HENRIE ROADWAY	\$264.00
0134 MILLS/WARDWELL	8.000	0164 BIG RIVER ESTATES	\$250 PER OWNER
		0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT OR \$20.00 ADM
		0169 MILE HIGH	\$175.00 PER TAP
TAXING ENTITIES MILL LEVY		CATTLE TRAIL ACRES	
STATE SCHOOL FOUNDATION	12.00	WEEK CREEK	
SCHOOL DISTRICT #1	32.50	0148 CLEAR FORK	\$600
CASPER COLLEGE	7.390	0170 SCHLAGER I & S	
COUNTY WEED & PEST	1.000	0171 SIX MILE DRAW	
MUNICIPAL LEVIES	8.000	0172 HORSE RANCH ACRES I & S	
COUNTY FIRE PROTECTION	3.000	0173 CATTLE TRAIL ACRES I & S	
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00 PER LOT
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$250.00
0127 RED BUTTE	\$225.00
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	\$986.00
0137 WEBB CREEK	\$700.00
0139 SANDY LAKE ESTATES	\$100.00
0140 SUNLIGHT	\$100.00
0141 INDIAN SPRINGS	VARIES
0142 THE ASPENS	\$250.00
0143 PARK EAST RANCHETTES	\$40.00
0144 POISON SPIDER	\$625.00
0146 SKYVIEW/COLMAN	\$200.00 PER LOT

UTILITIES

Rocky Mountain Power

Rocky Mountain Power
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Century Link
103 North Durbin Street
Casper, WY 82601

Charter

Charter
451 South Durbin Street
Casper, WY 82601

Black Hills Energy

Black Hills Energy
1535 East Yellowstone
Casper, WY 82601

Mountain West Telephone

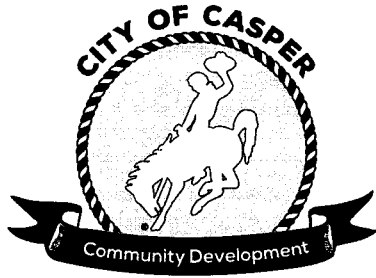
Mountain West Telephone
123 West 1st Street, Suite C-95
Casper, WY 82601

ANNEXATION

Frequently Asked Questions

1. **Will we have to switch to City sanitation?** – The City will not force residents of the area to use City sanitation service. Now that the area will be part of the City of Casper, you may find our rates and services to be very competitive with the private waste haulers. Everyone that has City sanitation service is entitled to a “no-extra-charge” extra pickup and a “dump coupon” every month, as a part of the service.
2. **Will our water/sewer rates change?** – City residents pay less for water/sewer than County customers do, so you should see a decrease in cost. Typically, customers outside the City limits pay 150% in relation to City customers.
3. **Will our taxes increase?** – Property taxes typically increase slightly as a result of an annexation into the City. Taxes are collected by the Natrona County Assessor, so any questions should be directed to that office, (307)-235-9497.
4. **Who will provide police and fire protection?** – The City will become the primary agency to provide emergency services. However, as with all areas, there are mutual aid agreements in place that allow the City and County to “cross lines” and provide service.
5. **Will my homeowner’s Insurance rates change?** - Possibly. Insurance rates depend on jurisdiction, and its ISO (Insurance Services Office) rating. You should call your insurance company to let them know of the change. The City of Casper enjoys a very good ISO rating, resulting in the best possible insurance rates for our residents.
6. **Why is Casper considering the annexation of these properties?** – The properties abut the City limits and geographically, should also be part of Casper. All properties in this area enjoy City water service, and were previously required to sign an agreement to annex into the City in order to receive that service. This area is one of multiple areas that the City is in the process of annexing. Additionally, the City benefits financially from having a greater population, and the timing of these annexations are in anticipation of the 2020 Census.
7. **How will Zoning and Code Enforcement change?** The City and the County are very similar with regard to Zoning and Code Enforcement. However, there may be some slight differences in regulations. The City realizes that change is occurring, and will focus initially on education, rather than strict enforcement, if issues arise.

8. **Can we keep our horses/chickens/goats, etc. after we are annexed?** Although the eventual zoning of the area may not allow horses or other livestock, if you have non-conforming animals/livestock when you are annexed you will be “grandfathered,” and allowed to maintain whatever exists at the time you are annexed, in perpetuity. For more information, please take a look at Section 17.12.030(A)(4) of the Municipal Code on the City’s website: casperwy.gov.
9. **When and where are the City Council public hearings, related to this annexation, if we’d like to go?** – City Council will have multiple public hearings on the proposed annexations; however, the dates have not yet been determined. Prior to the first public hearing, you will receive a postcard in the mail notifying you of the date, time and place. You will also receive an annexation report/study, once completed, as required by State law.
10. **Who can I contact for more information, or to discuss my concerns?** –
 - Craig Collins – City Planner – (307)-235-8241 or ccollins@casperwy.gov
 - Bob Hopkins, Ward I Councilperson – (307)-472-1837 or bhopkins@casperwy.gov
 - Mike Huber, Ward I Councilperson – (307)-266-4188 or mhuber@casperwy.gov
 - Khrystyn Lutz, Ward I Councilperson – (307)-359-3673 or klutz@casperwy.gov



City of Casper
200 N. David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362

October 8, 2019

Dear Poplar Street Property Owners:

We wanted follow up on some of the questions that were raised in our meeting on September 12th, 2019 regarding the potential annexation of multiple properties along South Poplar Street. In addition, we also wanted to express our sincere appreciation to those of you who have taken the time to be involved, and who have reached out after the meeting for further discussion. As always, if anyone would like to talk, I am available by phone at (307)-235-7579 or by E-mail at ccollins@casperwy.gov.

Zoning – The question was raised as to whether AG (Urban Agriculture) zoning would be appropriate for the properties in question, given the semi-rural nature of the area and the prevalence of livestock on some of the parcels. After reviewing the AG (Urban Agriculture) zoning regulations, staff supports the zoning of the property as AG (Urban Agriculture). An information sheet on the AG (Urban Agriculture) zoning regulations is included with this letter for your reference.

Non-conforming existing land uses – One concern centered around the ability to continue to keep horses, cattle and other “livestock” that have been historically permitted under County zoning. Should the AG (Urban Agriculture) zoning be approved for these properties, the keeping of “livestock” will be a legal, permitted use by right. In that keeping livestock would be considered to be legal and conforming, property owners would be able to increase the number kept, or introduce livestock where none previously existed.

The other concern that was expressed was about whether multiple dwelling units would be allowed on a single parcel. There are no single-family zoning districts in the City that allow for multiple dwelling units on a single parcel, including the proposed AG (Urban Agriculture) district. If a property currently has multiple dwelling units on a single parcel, we need to know about it so that we can “grandfather” the accessory dwelling unit(s) as being legal, and as legitimate uses of the property upon annexation. If there are no accessory dwelling units located on the property at the time of annexation, then none will be permitted moving forward, unless the City Council were to approve a change to the Municipal Code to allow it. One option that may allow for a second dwelling unit on a property would be to split the parcel into two or more lots. There would be a financial cost incurred by you to process a lot split. If this is something that you are interested in moving forward, I am happy to work with you to see how we can accommodate your wishes.



Firearms – A question was raised about the City's restriction on discharging weapons in the City limits for "snake control." There is a process in the City Code to allow the Police Chief to waive the restriction on discharging weapons in the City limits, in certain circumstances. I have spoken to the City's Police Chief, Keith McPheeters, about the situation in your area, and he is willing to entertain your requests. For more information, please contact the Police Department at (307)235-8469.

South Poplar Street Maintenance – There are no immediate plans for the City to take over the maintenance of South Poplar Street from the State Department of Transportation. If WYDOT asked the City to consider it in the future, we certainly would; however, that request has not yet been made.

Sewer – We asked the Public Utilities Department to identify the locations of existing sewer mains in the area, and they provided the map/picture below. As we discussed at the neighborhood meeting, the requirement to hook up to City sewer is a decision made by the Health Department, not the City. Their decision as to whether a property is required to hook to public sewer is not based on whether or not the property is located within the City limits, but on a number of other factors, the primary one being proximity to existing public sewer mains. Typically, if a septic system fails, and the property is within 300' of a sewer line, the Health Department will require the property owner to connect to it. The City has no current plans, or funds available for extending the sewer main farther south on South Poplar than where it currently terminates. Any extension of private sewer service lines or public mains that may someday be required by the Health Department would be at the property owners' cost, regardless of whether or not the properties are part of the City of Casper.

If there is anything that we've forgotten to address, please let me know. The State-mandated annexation report/study is in process, and will be mailed to each of you by certified mail in the near future.

Respectfully,

A handwritten signature in black ink, appearing to read "Craig Collins", with a long horizontal flourish extending to the right.

Craig Collins, AICP
City Planner

Enc. - AG (Urban Agriculture) zoning district information sheet

Cc: Casper City Council
J. Carter Napier, City Manager
Liz Becher, Community Development Director



Chapter 17.24 – AG URBAN AGRICULTURE

17.24.010 – Purpose.

The purpose of the AG district is to establish and preserve areas for semi-rural, low density residential, and related or compatible uses. It is also the intent to provide within this zone, an adequate amount of space for livestock and poultry, as is essential to meet appropriate health standards.

17.24.020 – Permitted uses.

In an AG district, no building, structure, or other land use shall be permitted or used except for the following:

1. The keeping and raising of food animals and pleasure animals; and the cultivation of gardens, orchards, and crops;
2. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
3. Bed and breakfast;
4. Day-care, adult;
5. Family child care center – zoning review;
6. Family child care home;
7. Family child care home – zoning review;
8. Greenhouses and nurseries;
9. Reserved;
10. Parks, playgrounds, historical sites, golf courses, and other recreational facilities;
11. Tree farms, commercial;
12. Neighborhood assembly uses;
13. Group Home;
14. Church.

17.24.030 – Conditional uses.

The following shall be permitted as conditional uses within an AG district:

- A. Mortuaries;
- B. Reserved;
- C. Kennels;
- D. Lighted recreational facilities;
- E. Personal service shops;
- F. Public utility and public service installations and facilities, excluding business offices and repair and storage facilities;
- G. Riding academies;
- H. Stables;

- I. Other agricultural and nonagricultural uses compatible with this district and as approved by the commission, with the exception of gaming/gambling uses as defined in this title;
- J. Branch community facilities.

17.24.040 – Minimum standards.

A. Lot Area.

- 1. Single-family dwellings, where public water and sewer are not provided, two acres;
- 2. Single-family dwellings, where public water and sewer are provided, one acre;

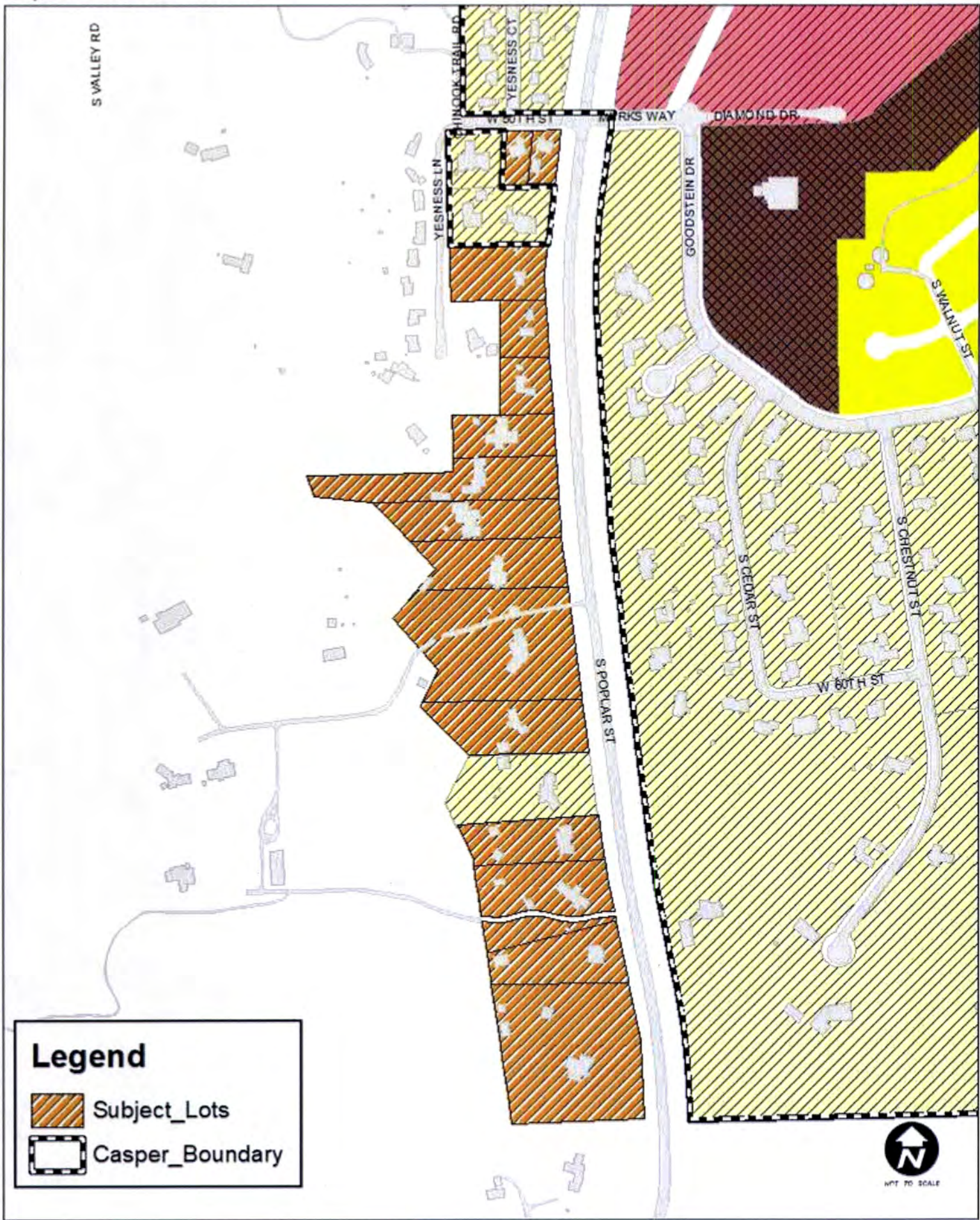
B. Yard requirements.

- 1. Front and rear yard, thirty feet;
- 2. Side yard, thirty feet;

C. Space Requirements for Livestock. The following tables are minimum standards for dry lot confinement and pasture for various classifications of livestock:

- 1. Beef cattle: soil surfaced open shed floor area (dirt floor preferred), three hundred square feet for each cow or steer,
- 2. Horses, soil surfaced open shed floor area, dirt floor, three hundred square feet for each horse,
- 3. Chickens, controlled environment, two and one-half square feet for each chicken,
- 4. Sheep, lot soil, twenty-five square feet of open lot for each sheep,
- 5. Hogs, unsurfaced lot, one hundred square feet for each hog.

Poplar Street Annexation



**2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS**

DISTRICT DIST #	CASPER 150	EDGERTON 151	EVANSVILLE 152	MIDWEST 153	MILLS 154	BAR NUNN 155	CASPER MOUNTAIN 121	S D #1 120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1								
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500
Community College								
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390
Natrona County								
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000		
Sewer, Water & Fire Bonds								
Fire Protection							3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890

2018 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0149 BRANDT-GOTHBERG	VARIES
0156 DOWNTOWN DEV AUTHORITY	16.00	0160 BLOODY TURNIP	\$150/\$300
0122 PIONEER WATER & SEWER	8.000	0162 BROOKHURST	\$120.00
0128 WARDWELL WATER & SEWER	8.000	0163 EAST HENRIE ROADWAY	\$264.00
0134 MILLS/WARDWELL	8.000	0164 BIG RIVER ESTATES	\$250 PER OWNER
		0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT OR \$20.00 ADM
		0169 MILE HIGH	\$175.00 PER TAP
TAXING ENTITIES MILL LEVY		CATTLE TRAIL ACRES	
STATE SCHOOL FOUNDATION	12.00	WEEK CREEK	
SCHOOL DISTRICT #1	32.50	0148 CLEAR FORK	\$600
CASPER COLLEGE	7.390	0170 SCHLAGER I & S	
COUNTY WEED & PEST	1.000	0171 SIX MILE DRAW	
MUNICIPAL LEVIES	8.000	0172 HORSE RANCH ACRES I & S	
COUNTY FIRE PROTECTION	3.000	0173 CATTLE TRAIL ACRES I & S	
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00 PER LOT
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$250.00
0127 RED BUTTE	\$225.00
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	\$986.00
0137 WEBB CREEK	\$700.00
0139 SANDY LAKE ESTATES	\$100.00
0140 SUNLIGHT	\$100.00
0141 INDIAN SPRINGS	VARIES
0142 THE ASPENS	\$250.00
0143 PARK EAST RANCHETTES	\$40.00
0144 POISON SPIDER	\$625.00
0146 SKYVIEW/COLMAN	\$200.00 PER LOT

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE, James W. Thorpen and Ellen A. Thorpen, Owners, and Standard Federal Savings,

Mortgagee, of the following-described real property, to-wit:

Lots NW part of 7 and all of 8 and 9 and tract in 10 South Garden Creek # one and Tract in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 33 North of Range 79 West of the 6th P.M., Natrona County, Wyoming.

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming, at the request of the City Council, or on Property Owner's Petition. We further agree to waive any statutory right to protest. Annexation of subject property shall include the right of Owners (a) to retain their existing septic systems, subject to the then-existing rules, regulations and statutes; (b) to retain a private sanitary disposal contractor; (c) to retain their existing Land use and amenities and any zoning shall be that which is most compatible therewith; (d) sidewalk, curb, gutter and street improvements shall not be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, conveyance, or mortgage involving the above-described property, and shall be binding upon the Owners, Mortgagees, their heirs, successors in interest, and assigns.

DATED this 11th day of March, 1988

James W. Thorpen
OWNER
Ellen A. Thorpen
OWNER

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was acknowledged before me by James W Thorpen and Ellen A Thorpen, this 11th day of March, 1988.

Omey Fern
Notary Public

My Commission Expires: 8-8-88

454465

DATE: November 25, 1988

John M. Adams, III
MORTGAGEE

MARYLAND
STATE OF ~~WYOMING~~
FREDERICK
COUNTY OF ~~NATRONA~~



The foregoing instrument was acknowledged before me by

JOHN ADAMS, President ~~Vice President~~ of

STANDARD FEDERAL SAVINGS BANK Mortgagee, this 25th day of NOVEMBER

1988

John M. Adams, III
NOTARY PUBLIC

Commission Expires July 1, 1990

My Commission Expires:

454465

RECORDED Dec 12th 1988 AT 10:29 O'CLOCK AM
INSTRUMENT J. **454458**
JOHN J. TOBIN NATRONA COUNTY CLERK
CASPER, WYOMING

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

I, ~~WE~~ Marilyn A. Briggs and _____
_____, Owners, and _____,

Mortgagee, of the following-described real property, to-wit:
Part of Lot 5, All of Lot 6, and Part of Lot 7, South
Garden Creek Acres, Natrona County, Wyoming

for valuable consideration, the receipt of which is hereby acknowledged,
agree and commit to the annexation of the above-described property to
the City of Casper, Wyoming, at the request of the City Council, or on
Property Owner's Petition. We further agree to waive any statutory
right to protest. Annexation of subject property shall include the
right of Owners (a) to retain their existing septic systems, subject to
the then-existing rules, regulations and statutes; (b) to retain a
private sanitary disposal contractor; (c) to retain their existing land
use and amenities and any zoning shall be that which is most compatible
therewith; (d) sidewalk, curb, gutter and street improvements shall not
be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, convey-
ance, or mortgage involving the above-described property, and shall be
binding upon the Owners, Mortgagees, their heirs, successors in in-
terest, and assigns.

DATED this 24 day of Sept., 1988.

Marilyn A. Briggs
OWNER Marilyn A. Briggs

OWNER _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Marilyn A. Briggs and _____, this 24th
day of September, 1988.

Gladys J. Garrett
Notary Public

My Commission Expires: April 16, 1992

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE, Don L. Galles, Jr. and Vickie L.
Galles Owners, and _____

Mortgagee, of the following-described real property, to-wit:
SOUTH GARDEN CREEK ACRES
6900 South Loplax, Tract 1, 2, 3, 4 and South 86.1 feet
Tract 5

for valuable consideration, the receipt of which is hereby acknowledged,
agree and commit to the annexation of the above-described property to
the City of Casper, Wyoming, at the request of the City Council, or on
Property Owner's Petition. We further agree to waive any statutory
right to protest. Annexation of subject property shall include the
right of Owners (a) to retain their existing septic systems, subject to
the then-existing rules, regulations and statutes; (b) to retain a
private sanitary disposal contractor; (c) to retain their existing land
use and amenities and any zoning shall be that which is most compatible
therewith; (d) sidewalk, curb, gutter and street improvements shall not
be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, convey-
ance, or mortgage involving the above-described property, and shall be
binding upon the Owners, Mortgagees, their heirs, successors in in-
terest, and assigns.

DATED this 24 day of June, 1988

Don L. Galles, Jr.
OWNER

Vickie L. Galles
OWNER

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

Galles, Jr. & Vickie L. Galles The foregoing instrument was acknowledged before me by Don L. Galles, Jr. & Vickie L. Galles and _____, this
day of JUNE, 1988.

Notary Public
Notary Public

My Commission Expires:
My Commission Expires July 13, 199

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE, JAMES W OWENS and Margaret
K OWENS, Owners, and _____,
Mortgagee, of the following-described real property, to-wit:

See Exh. b. 1 A
ATTACHED HERETO.

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming, at the request of the City Council, or on Property Owner's Petition. We further agree to waive any statutory right to protest. Annexation of subject property shall include the right of Owners (a) to retain their existing septic systems, subject to the then-existing rules, regulations and statutes; (b) to retain a private sanitary disposal contractor; (c) to retain their existing land use and amenities and any zoning shall be that which is most compatible therewith; (d) sidewalk, curb, gutter and street improvements shall not be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, conveyance, or mortgage involving the above-described property, and shall be binding upon the Owners, Mortgagees, their heirs, successors in interest, and assigns.

DATED this 15 day of March, 19 88.

[Signature]
OWNER

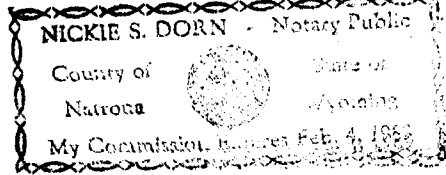
Margaret K. Owens
OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by James W. Owens and Margaret K. Owens, this 15th day of March, 19 88.

Nickie S. Dorn
Notary Public

My Commission Expires:



July 11, 1977

Exhibit A

W.O. No. 5-31-A7

DESCRIPTION: (5.545 Acres)

A Parcel located in and being portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at a point in the north line of said Parcel and Section 32, which corner marks the one-quarter ($\frac{1}{4}$) corner common to Sections 29 and 32 of said Township;

Thence from said one-quarter ($\frac{1}{4}$) corner and Point of Beginning and along the northerly line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32 and the Parcel being described, N.89°27'53"E., 590.59 feet to an intersection with and a point in the westerly right-of-way line of Wyoming State Secondary Highway No. 1301; thence along said Highway right-of-way and the easterly line of said Parcel, S.1°58'E., 157.17 feet to a point of curve and change of right-of-way width; thence N.88°02'E., 5.00 feet to a point of curve in said right-of-way; thence along the arc of a true curve to the right, having a radius of 566.62 feet, and through a central angle of 10°48'57", southerly 106.96 feet to a point and southeast corner of said Parcel; thence leaving said right-of-way line and along the southerly line of said Parcel, S.80°51'00"W., 318.59 feet to a point in the centerline of Garden Creek as it now exists; thence S.80°21'54"W., 283.44 feet to a point; thence S.89°33'W., 160.38 feet to a point and southwesterly corner of said Parcel; thence along the westerly line thereof, N.0°26'W., 355.80 feet to the northwest corner of said Parcel and a point in the north line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32; thence along said north line, N.89°30'09"E., 162.63 feet to the Point of Beginning, and containing 5.545 acres, more or less.

The foregoing description is subject to any and all easements, rights-of-way and reservations of Record or as may otherwise exist.

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

I,
WA

WILLIAM L. KIDD and

Owners, and

Mortgagee, of the following-described real property, to-wit:

S32, T33, R79. Part NW NE 1/4 .. (Tract 1) 1.49 acres

7000 So. Poplar
Casper Wyo. 82604

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming, at the request of the City Council, or on Property Owner's Petition. We further agree to waive any statutory right to protest. Annexation of subject property shall include the right of Owners (a) to retain their existing septic systems, subject to the then-existing rules, regulations and statutes; (b) to retain a private sanitary disposal contractor; (c) to retain their existing land use and amenities and any zoning shall be that which is most compatible therewith; (d) sidewalk, curb, gutter and street improvements shall not be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, conveyance, or mortgage involving the above-described property, and shall be binding upon the Owners, Mortgagees, their heirs, successors in interest, and assigns.

DATED this 7 day of MARCH, 19 88.

William L. Kidd
OWNER

OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by William L. Kidd and Maureen, this 7th day of March, 19 88.

Maureen Pusgrone
Notary Public

My Commission Expires:



RECORDED Dec 12th 1988 AT 10:29 AM
INSTRUMENT NO. 454452
JOHN J. TOBIN
NATRONA COUNTY CLERK
CASPER, WYOMING

EXHIBIT A

July 11, 1977

WILLIAM L. KIDD
P. O. Box 2379
Casper, Wyoming 82602

W.O. No. 5-31-A7

DESCRIPTION: (5.545 Acres)

A Parcel located in and being portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at a point in the north line of said Parcel and Section 32, which corner marks the one-quarter ($\frac{1}{4}$) corner common to Sections 29 and 32 of said Township;

Thence from said one-quarter ($\frac{1}{4}$) corner and Point of Beginning and along the northerly line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32 and the Parcel being described, N.89°27'53"E., 590.59 feet to an intersection with and a point in the westerly right-of-way line of Wyoming State Secondary Highway No. 1301; thence along said Highway right-of-way and the easterly line of said Parcel, S.1°58'E., 157.17 feet to a point of curve and change of right-of-way width; thence N.88°02'E., 5.00 feet to a point of curve in said right-of-way; thence along the arc of a true curve to the right, having a radius of 566.62 feet, and through a central angle of 10°48'57", southerly 106.96 feet to a point and southeast corner of said Parcel; thence leaving said right-of-way line and along the southerly line of said Parcel, S.80°51'00"W., 318.59 feet to a point in the centerline of Garden Creek as it now exists; thence S.80°21'54"W., 283.44 feet to a point; thence S.89°33'W., 160.38 feet to a point and southwesterly corner of said Parcel; thence along the westerly line thereof, N.0°26'W., 355.80 feet to the northwest corner of said Parcel and a point in the north line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32; thence along said north line, N.89°30'09"E., 162.63 feet to the Point of Beginning, and containing 5.545 acres, more or less.

The foregoing description is subject to any and all easements, rights-of-way and reservations of Record or as may otherwise exist.

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 1st day of August, 1995, by and between the City of Casper, Wyoming, hereinafter referred to as "City," and John Harrington, W $\frac{1}{2}$ Tracts 34 and 35, South Garden Creek Acres Addition, hereinafter referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the owner of certain lands as described in Exhibit "A", which is not within the corporate limits of the City of Casper; and,

WHEREAS, Applicant desires to obtain water and sewer service from City for such property; and,

WHEREAS, Applicant and City have agreed to such service hereinafter stated.

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

1. The properties served shall be limited to that described in Exhibit "A". No other property shall be served without the express permission of the City Council of the City of Casper.
2. Until such time as the property is annexed, water service to be provided shall be only to the extent provided for hereinafter 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 beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq, as amended.
3. The Applicant shall extend water mains, water services, fire hydrants, sewer mains, sewer service lines, and other appurtenances to serve his lands as shown generally in Exhibit "A" at the expense of the Applicant. The actual location and sizes of the mains may vary, depending on future analysis by the City. All work shall meet the current standards of the City and shall be constructed in accordance with the plans to be approved by the City.

4. The water mains, water services, fire hydrants, sewer mains, and sewer service lines shall be constructed in a public right-of-way or in easements meeting City requirements. The Applicant shall be responsible for obtaining all easements and right-of-ways at its cost. Such easements and right-of-ways shall be executed by the landowners and any mortgagees, as well as other parties who hold an interest in the land according to the records of the Natrona County Clerk. The Applicant, if required by the City, shall provide walk-through environmental assessments by someone experienced in the area and acceptable to the City's staff for all right-of-ways and easements prior to the receiving of water service. The scope of services required for the walk-through environmental assessments shall be approved by the City's staff. If the walk-through results in a recommendation for further testing, it must be done by the Applicant prior to the accepting of the easements and right-of-ways by the City and prior to the City's acceptance of the water mains, services, and fire hydrants. All environmental assessments shall be performed by the Applicant at his cost.
5. The City of Casper shall accept for ownership all water mains, water services, fire hydrants, sewer mains, and sewer service lines when all work is completed and "as built" plans and certification of construction are received from the Applicant's engineer. All easements, right-of-ways, licenses, etc. shall be transferred to the City of Casper before ownership. In the meanwhile, the Applicant shall maintain the system according to the standards the system was required to meet at the time of initial water delivery by the City.

No recapture or reimbursement will be due the Applicant for future connections into any improvements installed by Applicant to be owned by the City of Casper.

The Applicant agrees to obtain a one (1) year warranty from his contractor for all improvements in a form satisfactory to the City.

6. In the event an existing water or sewer main is directly adjacent to the Applicant's property, and the cost of such main has not been paid in full or in part by the present or previous owners of the property, the Applicant agrees to pay the City's then-current street lateral charge prior to connection to said water or sewer main. If necessary, the City will install a water or sewer service tap to connect to the existing water or sewer

main at the request of the Applicant, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.

7. New fire hydrants shall be provided as required by the City's Public Utilities staff, the City's Public Safety Director, and the Natrona County Fire Protection District Fire Chief.
8. The City shall have the right to inspect all water distribution system and sewer collection system construction. Before connection of the water and sewer services to any building, all work must be accepted and approved by the City.
9. All meter pits and water meters, as required by the City's staff, shall be obtained and installed by and at the expense of the Applicant according to the rules and regulations of the City. The meter pits shall remain the property of the Applicant.
10. The Applicant will pay to the City the then-current outside-city system investment (connection) charge for each property to be served with water and sewer. Payment will be made prior to actual receipt of water and sewer service provided by the City. If Applicant's lands are annexed into the City within one year of the date of execution of this Agreement, the City shall reimburse Applicant the difference between the inside-city and outside-city system investment (connection) charge existing at the time of payment by the Applicant. After twelve (12) months from the date of execution, no reimbursement shall be due.
11. The Applicant agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, and all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations, including, but not limited to, all provisions of the federal pretreatment regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.
12. 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 to the City of Casper, at which time the rate will be the existing rate for retail inside-city water and sewer service.

13. The Applicant agrees that he shall make the necessary provisions so that each building to be served shall have pressure reducing valve limiting pressure to a maximum of 60 psi and that he shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3½ 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.
14. The Applicant shall be allotted one service connection and meter to the property shown on Exhibit "A."
15. The Applicant shall be allowed two (2) years from the time of consummation of this Agreement to complete the water and sewer main extensions and necessary improvements. Should the construction not be completed within this time period, the Agreement shall become null and void.
16. The Applicant and his respective mortgagee shall execute a commitment to annex his property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement.
17. This Agreement shall be binding upon the current Applicant and all heirs, successors in interest, and assigns.
18. The City of Casper does not waive any immunity or limitation of liability afforded it by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

Calvin L. Chadsey
Calvin L. Chadsey
City Clerk

~~CITY OF CASPER, WYOMING~~
A Municipal Corporation

Eddie Opella, Jr.
Eddie Opella, Jr.
Mayor

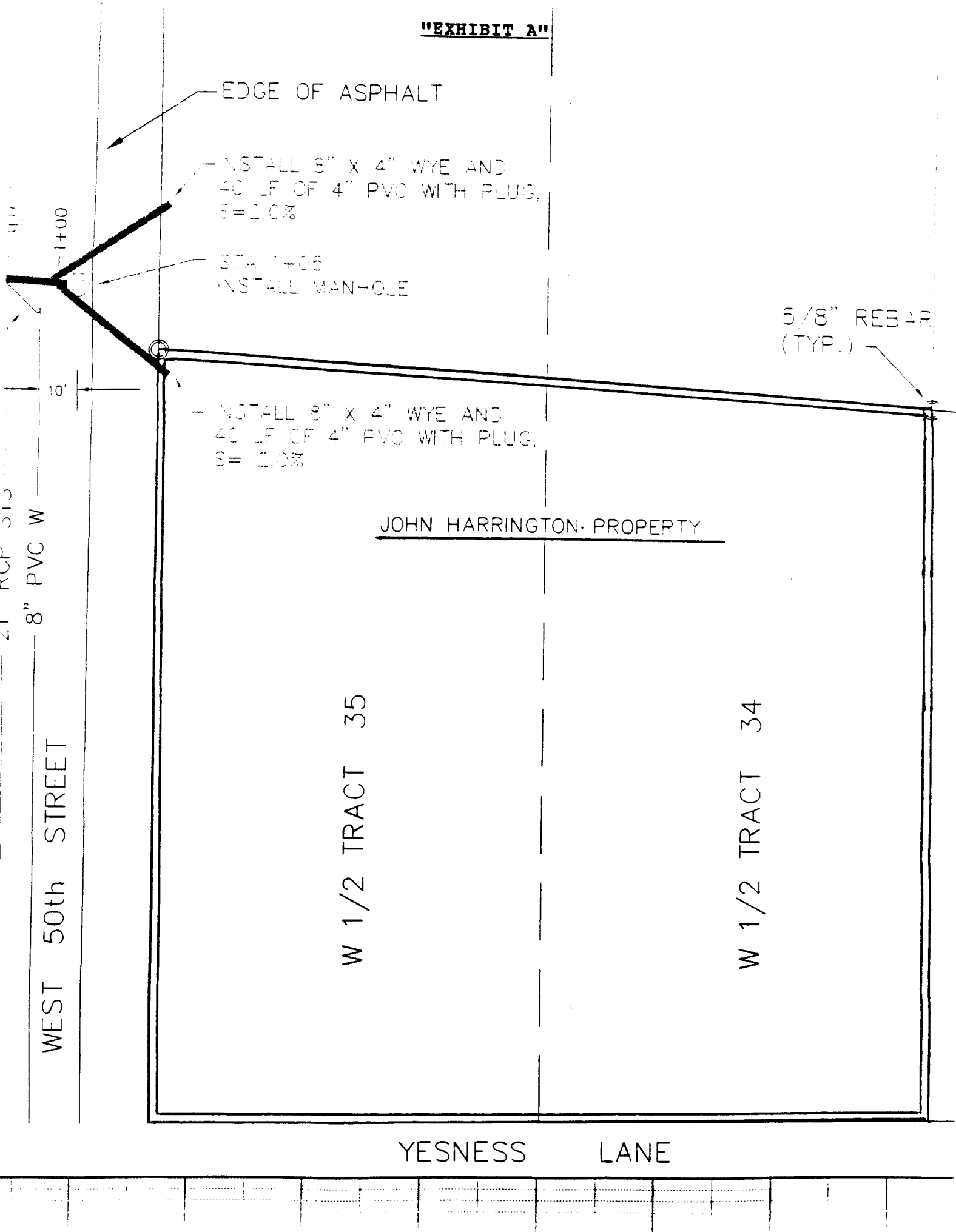
JOHN HARRINGTON

ATTEST:

By: Lorraine M. Durbeck

By: John P. Harrington

"EXHIBIT A"



EDGE OF ASPHALT

INSTALL 8" X 4" WYE AND
40 LF OF 4" PVC WITH PLUG,
S=2.0%

STA 1+00
INSTALL MAN-HOLE

5/8" REBAR
(TYP.)

INSTALL 8" X 4" WYE AND
40 LF OF 4" PVC WITH PLUG,
S= 2.0%

JOHN HARRINGTON PROPERTY

W 1/2 TRACT 35

W 1/2 TRACT 34

YESNESS

LANE

WEST 50th STREET

8" PVC W

1+00

10'

**COMMITMENT TO ANNEX
TO THE CITY OF CASPER**

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED RW

I
~~We,~~ John P. Harrington

'95 AUG 9, PM 12 10

mortgagee of the following described real estate located in Natrona County, Wyoming, to-wit:

West 1/2 Tracts 34 and 35, South Garden Creek Acres No. 2 Addition

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper at the request of the City Council or on property owner's petition. We further agree to waive any statutory right to protest.

This commitment to annex shall be included in every sale, conveyance or mortgage involving the above-described property and shall be binding upon the current owner and mortgagee, and all heirs, successors in interest and assigns.

July 21, 1995
Date

John P. Harrington
OWNER

Date

OWNER RECORDED Sep 1 1995 AT 2:32 O'CLOCK PM
INSTRUMENT NO. **566459**
NATRONA COUNTY CLERK
MARY ANN COLLINS CASPER, WYOMING

STATE OF Wyoming) ss.
COUNTY OF Natrona)

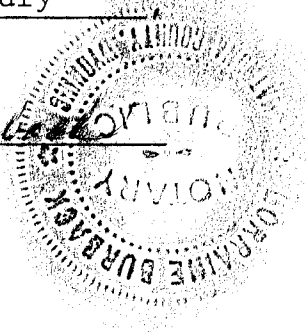
The foregoing instrument was acknowledged before me by
John P. Harrington this 21st day of July
1995.

Witness my hand and official seal.

My commission expires:

My Commission Expires January 24, 1999

Rorraine M. S. [Signature]
NOTARY PUBLIC



Date

MORTGAGEE

(seal)

Title

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
_____ this _____ day of _____,
199____.

Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 19th day of February, 2019, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Mark W. and Susan E. Kerns, 5700 South Poplar Street, Casper, Wyoming 82601; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land as described in Exhibit "A", being South Garden Creek Acres #2, Tract 20 and Parts of Tracts 19 and 21, a portion of the SE1/4NW1/4, Section 29, Township 33N, Range 79W of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. Owner receives outside City water through an agreement dated July 21, 1987; and,

C. Owner now desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

D. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

E. This property, as described in Exhibit "A", is contiguous to existing Casper city limits; and

F. A Commitment to Annex will be signed concurrently with the outside-City sewer service agreement; and

G. Owner and City have agreed to 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 properties 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. The Owner shall be allotted one (1) sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.



2/25/2019 2:08:46 PM
Pages: 11

NATRONA COUNTY CLERK

Tracy Good
Recorded: GC
Fee: \$42.00
CITY OF CASPER

1059941

- c. The Owner shall be responsible for installation, ownership, and maintenance of the sewage pump station and force main from the residence to the City's sewer main.
- d. The City will install a sewer service tap to the existing eight-inch sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on an equivalent 1-inch water connection.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City 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 sewer service.

4. Regulation

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, and 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 Owner shall be allowed two (2) years from the date of this Agreement to complete the 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 be null and void.

6. Annexation

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 their property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

7. 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 Poplar 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.

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 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 |
| Mark W. and Susan E. Kerns | Attn: Public Services Director |
| 5700 South Poplar Street | 200 North David |
| Casper, Wyoming 82601 | 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:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
Fleur D. Tremel
City Clerk



Charles Powell
Charles Powell
Mayor

OWNER:

Mark W. and Susan E. Kerns
5700 South Poplar Street
Casper, Wyoming 82601

Mark W. Kerns
Mark W. Kerns

Susan E. Kerns
Susan E. Kerns

The undersigned mortgagee for Mark W. and Susan E. Kerns hereby agrees to, consents, and ratifies this agreement.

NONE

Date

MORTGAGEE

By: _____

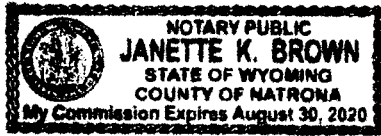
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Mark W. Kerns.

(seal)



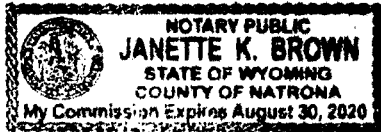
Janette K. Brown
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Susan E. Kerns.

(seal)



Janette K. Brown
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2019,
by _____ as _____
of _____, the Mortgagee.

(seal)

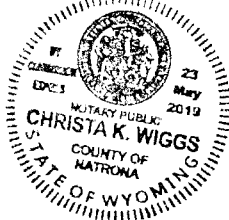
NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 22nd day of February 2019,
by Charles Powell as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

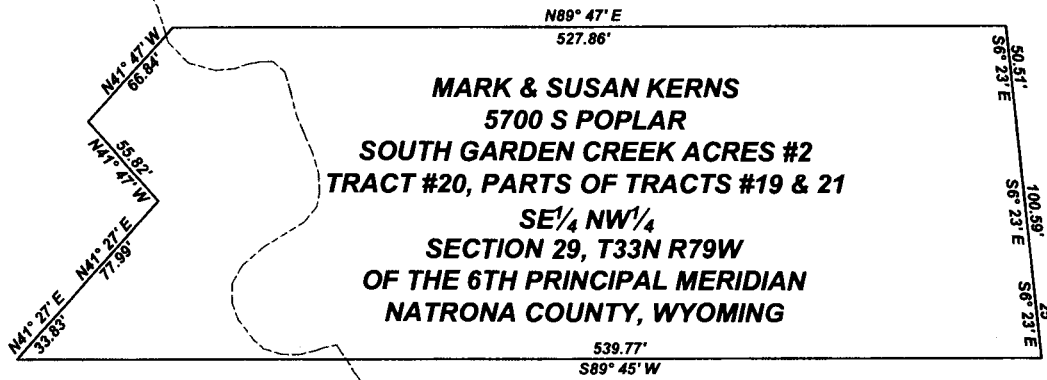


Christa K. Wiggs
NOTARY PUBLIC

My commission expires: 05/23/2019

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



S POPLAR ST

VICINITY MAP
NOT TO SCALE

VICINITY MAP

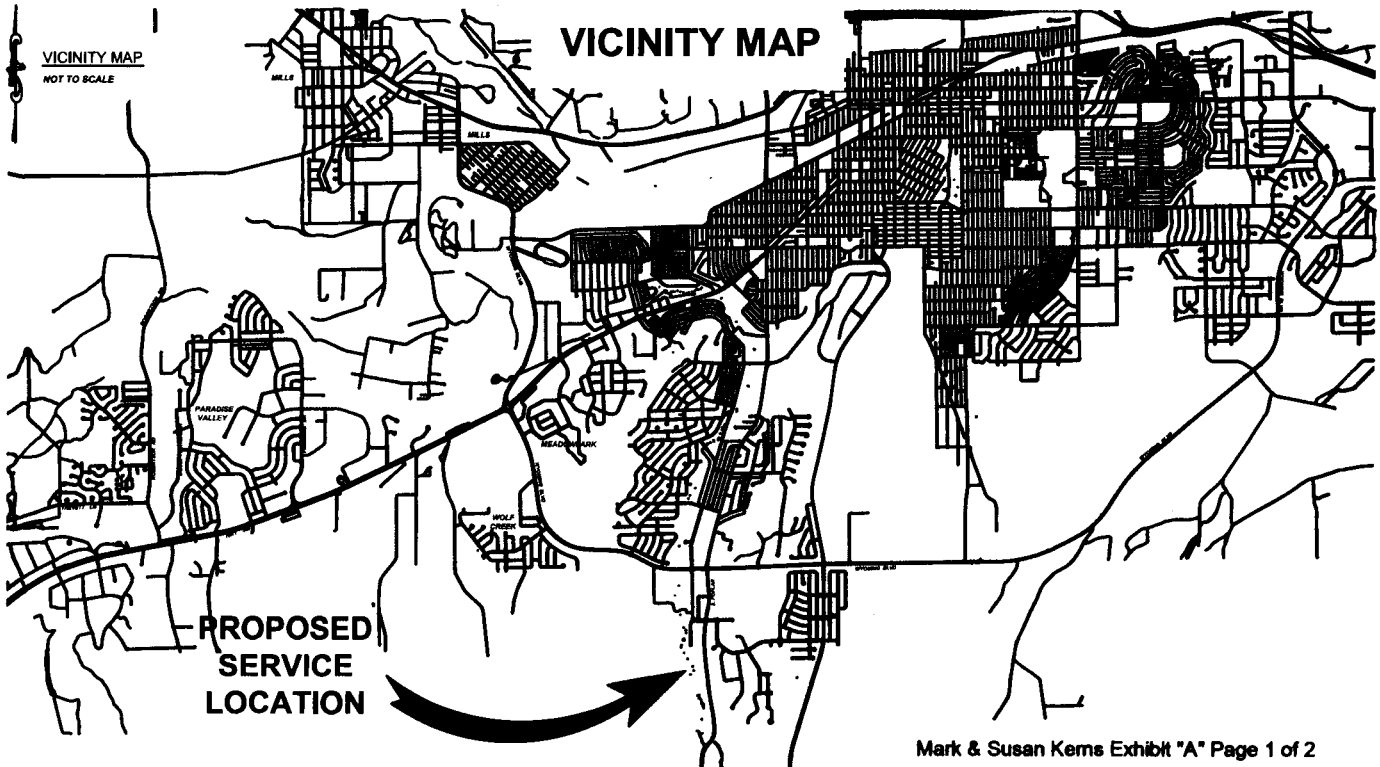


EXHIBIT "A"

MARK W. KERNS AND SUSAN E. KERNS
5700 SOUTH POPLAR
CASPER, WY 82601

PARCEL NO. 1:

A PARCEL BEING ALL OF TRACT 20 AND PARTS OF TRACTS 19 AND 21, SOUTH GARDEN CREEK ACRES NO. 2, A SUBDIVISION OF PORTIONS OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FRONT AND EASTERLY CORNER COMMON TO TRACTS 19 AND 20, OF SAID SUBDIVISION; THENCE S. 6°23' E., 25.00 FEET ALONG THE FRONT LINE OF TRACT 19 TO A POINT; THENCE S. 89°45' W., 539.77 FEET ACROSS TRACT 19 TO A POINT ON BACK AND WESTERLY LINE THEREOF; THENCE N. 41°27' E., 33.83 FEET ALONG SAID BACK LINE TO THE BACK CORNER COMMON TO TRACTS 19 AND 20; THENCE N. 41°27' E., 77.99 FEET ALONG THE BACK LINE OF TRACT 20 TO AN ANGLE POINT; THENCE N. 41°47' W., 55.82 FEET ALONG THE BACK LINE OF TRACT 20 TO THE BACK CORNER COMMON TO TRACTS 20 AND 21; THENCE N. 41°47' W., 66.84 FEET ALONG THE BACK LINE OF TRACT 21 TO A POINT; THENCE N. 89°47' E., 527.86 FEET ACROSS TRACT 21 TO A POINT ON THE FRONT LINE THEREOF; THENCE S. 6°23' E., 50.51 FEET TO THE FRONT CORNER COMMON TO TRACTS 20 AND 21; THENCE S. 6°23' E., 100.59 FEET ALONG THE FRONT LINE OF TRACT 20 TO THE FRONT CORNER COMMON TO TRACTS 19 AND 20 AND ALSO THE POINT OF BEGINNING.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, MARK + SUSAN KERNS, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**MARK AND SUSAN KERNS
5700 SOUTH POPLAR STREET
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

1-25-19
Date

Mark W Kerns
Mark W. Kerns
OWNER

1-25-19
Date

Susan E Kerns
Susan E. Kerns
OWNER

Date

NONE MORTGAGEE


By: _____

Name: _____

Title: _____

2/25/2019 2:08:44 PM
Pages: 4
1059940
Tracy Good
Recorded: GC
Fee: \$21.00
CITY OF CASPER
NATRONA COUNTY CLERK

This instrument was acknowledged before me this 25th day of January, 2019,
by Mark W. Kerns.

 **NOTARY PUBLIC**
JANETTE K. BROWN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires August 30, 2020

My commission expires: August 30, 2020

This instrument was acknowledged before me this 25th day of January, 2019,
by Susan E. Kerns.

NOTARY PUBLIC
JANETTE K. BROWN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires August 30, 2020

NOTARY PUBLIC

My commission expires: August 30, 2020

This instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, NONE, MORTGAGEE.

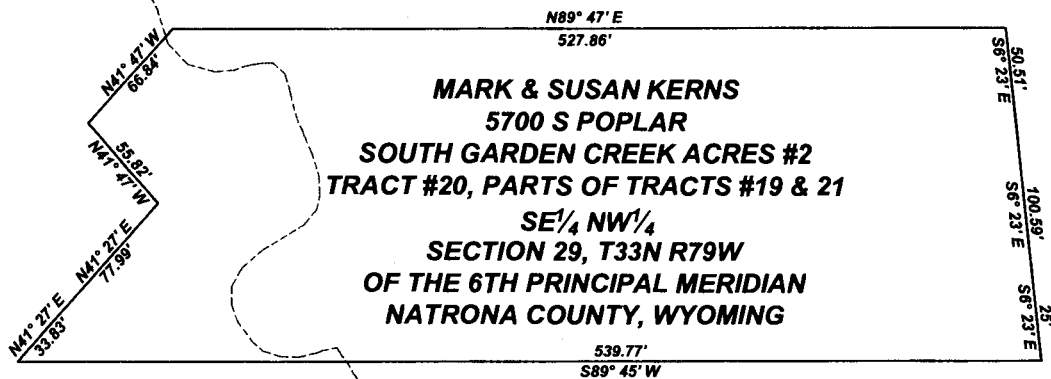
NOTARY PUBLIC

My commission expires:

**LOCATION MAP
EXHIBIT "A"**



VICINITY MAP
NOT TO SCALE



VICINITY MAP

VICINITY MAP
NOT TO SCALE

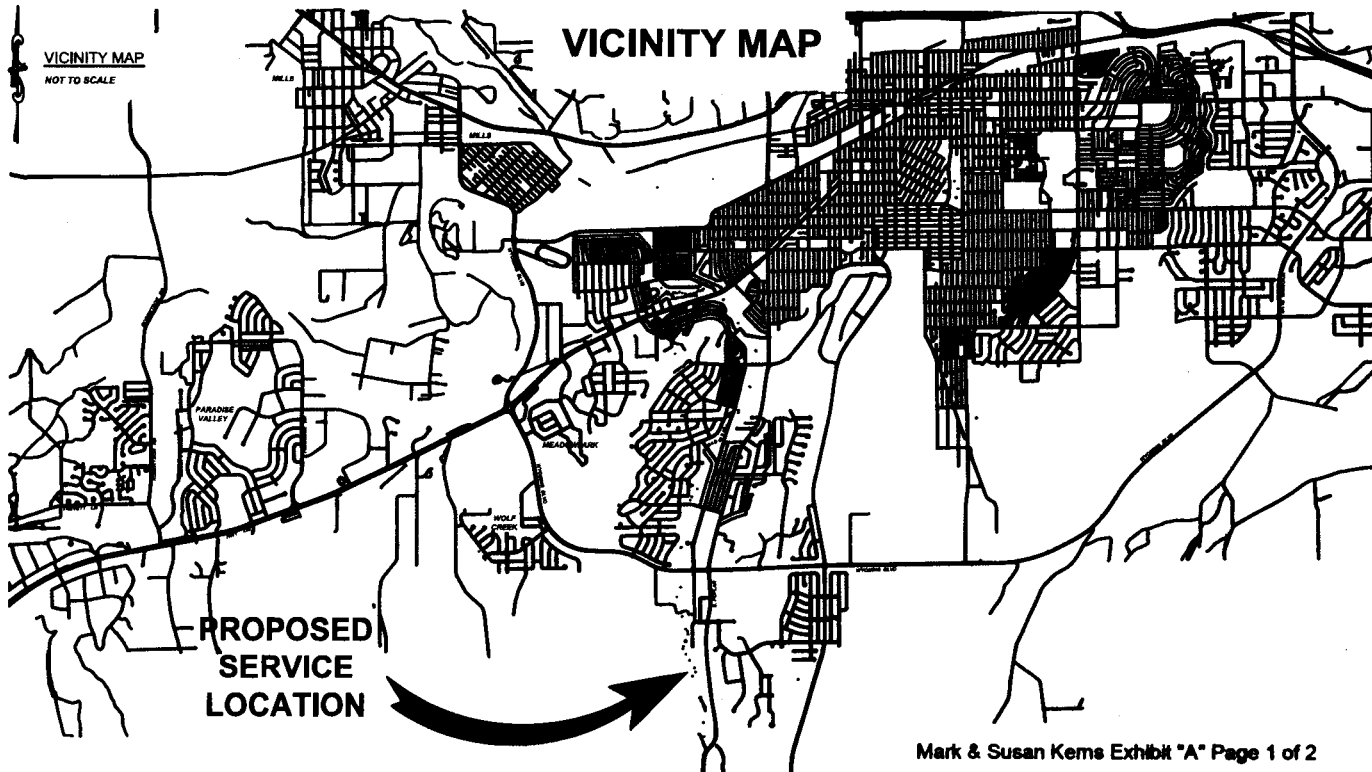


EXHIBIT "A"


**MARK W. KERNS AND SUSAN E. KERNS
5700 SOUTH POPLAR
CASPER, WY 82601**


PARCEL NO. 1:

A PARCEL BEING ALL OF TRACT 20 AND PARTS OF TRACTS 19 AND 21, SOUTH GARDEN CREEK ACRES NO. 2, A SUBDIVISION OF PORTIONS OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FRONT AND EASTERLY CORNER COMMON TO TRACTS 19 AND 20, OF SAID SUBDIVISION; THENCE S. 6°23' E., 25.00 FEET ALONG THE FRONT LINE OF TRACT 19 TO A POINT; THENCE S. 89°45' W., 539.77 FEET ACROSS TRACT 19 TO A POINT ON BACK AND WESTERLY LINE THEREOF; THENCE N. 41°27' E., 33.83 FEET ALONG SAID BACK LINE TO THE BACK CORNER COMMON TO TRACTS 19 AND 20; THENCE N. 41°27' E., 77.99 FEET ALONG THE BACK LINE OF TRACT 20 TO AN ANGLE POINT; THENCE N. 41°47' W., 55.82 FEET ALONG THE BACK LINE OF TRACT 20 TO THE BACK CORNER COMMON TO TRACTS 20 AND 21; THENCE N. 41°47' W., 66.84 FEET ALONG THE BACK LINE OF TRACT 21 TO A POINT; THENCE N. 89°47' E., 527.86 FEET ACROSS TRACT 21 TO A POINT ON THE FRONT LINE THEREOF; THENCE S. 6°23' E., 50.51 FEET TO THE FRONT CORNER COMMON TO TRACTS 20 AND 21; THENCE S. 6°23' E., 100.59 FEET ALONG THE FRONT LINE OF TRACT 20 TO THE FRONT CORNER COMMON TO TRACTS 19 AND 20 AND ALSO THE POINT OF BEGINNING.

January 29, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns



Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns.

Summary

This contract provides Outside-City sewer service for a parcel of land located south of Casper along South Poplar Street. The property is on the west side of South Poplar and approximately one-half mile south of Wyoming Boulevard. The property can obtain sewer service by tying into the 8-inch sewer main located on the east side of South Poplar Street.

The property is currently served water by an Outside-City Water agreement dated July 21, 1987.

This property is contiguous to the Casper City limits and a commitment to annex will be consummated concurrent with this agreement. The Public Utilities Advisory Board conceptually approved the contract at its November 28, 2018 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

Commitment to Annex

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE, Charles Homolka and Marla Homolka
Homolka, Owners, and _____

Mortgagees, of the following-described real property, to-wit:

E 1/2 of Tracts 26 & 27 in South Garden
Creek Acres #2, a subdivision of the
W 1/4 SE 1/4, E 1/2 SW 1/4, SE 1/4 NW 1/4, SW 1/4 NE 1/4 of
Section 29, Township 33 North Range 79 West
of the 6th PM, Natrona County, Wyoming,
for valuable consideration, the receipt of which is hereby acknowledged,

agree and commit to the annexation of the above-described property to
the City of Casper, Wyoming, at the request of the City Council, or on
Property Owner's Petition. We further agree to waive any statutory
right to protest. Annexation of subject property shall include the
right of Owners (a) to retain their existing septic systems, subject to
the then-existing rules, regulations and statutes; (b) to retain a
private sanitary disposal contractor; (c) to retain their existing land
use and amenities and any zoning shall be that which is most compatible
therewith; (d) sidewalk, curb, gutter and street improvements shall not
be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, convey-
ance, or mortgage involving the above-described property, and shall be
binding upon the Owners, Mortgagees, their heirs, successors in in-
terest, and assigns.

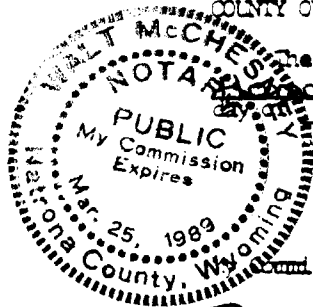
DATED this _____ day of _____, 19____.

Charles Homolka
OWNER
Marla Homolka
OWNER

STATE OF WYOMING)

COUNTY OF NATRONA)

) ss.
)



The foregoing instrument was acknowledged before me by Charles Homolka and Marla Homolka this 16
day of June, 1988.

Walt McChesney
NOTARY PUBLIC

Commission Expires:

3-25-89

RECORDED Dec 12th 1988 AT 10:29 AM
INSTRUMENT NO. **454460**
JOHN J. TOBIN
NATRONA COUNTY CLERK
CASPER, WYOMING

DATE: _____

~~FORGAGE~~

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by _____
President/Vice President of _____
Mortgagee, this _____ day of _____
19____.

Notary Public _____

My Commission Expires:

BPA

loc



COSE COUNTY, NATRONA, WYO.
JOHN J. ROBIN
NOTARY CLERK

'88 DEC 12 PM 10 29

IP 207 NO.

Charles Homolka, et al
to
City of Casper

454460

INDEXED

1000000000

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 13 day of March 2001, 2001, by and between the City of Casper, Wyoming, hereinafter referred to as "City," and Janet S. Schneider, 5500 South Poplar, Casper, Wyoming, South Garden Creek Acres No. 2 Addition, hereinafter referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the owner of certain lands as described in Exhibit "A", which is not within the corporate limits of the City of Casper; and,

WHEREAS, Applicant is receiving outside-city water service from the City through an agreement dated July 21, 1987; and,

WHEREAS, a Commitment to Annex, dated October 18, 1988, has already been consummated and recorded for this property; and,

WHEREAS, Applicant desires to obtain sewer service from the City for such property; and,

WHEREAS, Applicant and City have agreed to such service hereinafter stated.

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

1. The properties served shall be limited to that described in Exhibit "A". No other property shall be served without the express permission of the City Council of the City of Casper.
2. The Applicant shall extend sewer mains, sewer service lines, and other appurtenances to serve her lands as shown generally in Exhibit "A" at the expense of the Applicant. The actual location and sizes of the mains may vary, depending on future analysis by the City. All work shall meet the current standards of the City and shall be constructed in accordance with the plans to be approved by the City.
3. The sewer mains and sewer service lines shall be constructed in public right-of-ways or in easements meeting City requirements. The Applicant shall be responsible for obtaining all easements and right-of-ways at his cost. Such easements and right-of-ways shall be executed by the landowners and any mortgagees, as well as other parties who hold an interest in the land according to the records of the Natrona County Clerk. The Applicant, if required by the City, shall provide walk-through environmental assessments, by someone experienced in the area and acceptable to the City's staff, for all right-of-ways and easements prior to the receiving of sewer service.

The scope of services required for the walk-through environmental assessments shall be approved by the City's staff. If the walk-through results in a recommendation for further testing, it must be done by the Applicant and accepted by the City prior to the accepting of

the easements and right-of-ways by the City and prior to the City's acceptance of the sewer mains and sewer service lines. All environmental assessments shall be performed by the Applicant at her cost.

The City reserves the right to reject proposed easements or right-of-ways. If the environmental assessments indicate problems, the Applicant shall perform surface and/or subsurface cleanup, as needed, of the easements or public right-of-ways prior to receiving of sewer service and before the City will accept the easements or public right-of-ways. As an alternative, the Applicant can move the easements or public right-of-ways to new locations; however, additional environmental assessments and their acceptance by the City will be needed.

4. The City of Casper shall accept for ownership all sewer mains in public right-of-ways or easements when all work is completed and "as built" plans and certification of construction are received from the Applicant's engineer. All easements, right-of-ways, licenses, etc. shall be transferred to the City of Casper before ownership. In the meanwhile, the Applicant shall maintain the system according to the standards the system was required to meet at the time of initial sewer service by the City.

The Applicant agrees to obtain a one (1) year warranty from his contractor for all improvements in a form satisfactory to the City.

5. In the event an existing water or sewer main is adjacent to the Applicant's property, and the cost of such main has not been paid in full or in part by the present or previous owners of the property, the Applicant agrees to pay the City's then-current street lateral charge prior to connection to said water or sewer main. If necessary, the City will install a water or sewer service tap to connect to the existing water or sewer main at the request of the Applicant, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.
6. The City shall have the right to inspect all sewer collection system construction. Before connection of the sewer service to any building, all work must be accepted and approved by the City.
7. The Applicant will pay to the City the then-current outside-city sewer system investment charge for each property to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City. If Applicant's lands are annexed into the City within one year of the date of execution of this Agreement, the City shall reimburse Applicant the difference between the inside-city and outside-city system investment charge existing at the time of payment by the Applicant. After twelve (12) months from the date of execution, no reimbursement shall be due.
8. The Applicant agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, and all relevant ordinances of the City of Casper relating to

water and sewer service; and all other state and federal laws, rules, and regulations, including, but not limited to, all provisions of the federal pretreatment regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.

9. The charge for 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 sewer service, until such time as said property is annexed to the City of Casper, at which time the rate will be the existing rate for retail inside-city sewer service.
10. The Applicant shall be allotted one (each) sewer service connection to the property shown on Exhibit "A."
11. The Applicant shall be allowed two (2) years from the time of consummation of this Agreement to complete the sewer main extensions and necessary improvements. Should the construction not be completed within this time period, the Agreement shall become null and void.
12. This Agreement shall be binding upon the current Applicant and all heirs, successors in interest, and assigns.
13. The City of Casper does not waive any immunity or limitation of liability afforded it by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:



V. H. McDonald
City Clerk


CITY OF CASPER, WYOMING
A Municipal Corporation



Paul C. Bertoglio
Mayor

ATTEST:

JANET S. SCHNEIDER.



Janet S. Schneider

[illegible]

LOCATION MAP

NOT TO SCALE

SERVICE LOCATION

VICINITY MAP

NOT TO SCALE

RECORDED Dec 12th 1988 10:29 O'CLOCK AM
INSTRUMENT NO. 484457
JOHN J. TOBIN NATRONA COUNTY CLERK
CASPER, WYOMING

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE. Alex Efimoff and DONNA
Efimoff Owners, and PROVIDENT FEDERAL S & L

Mortgagee, of the following-described real property, to-wit:
5500 South Poplar, All of Tract 23 in the Southerly portion
of Tract 24 in SOUTH GARDEN CREEK ACRES Number Two (2) in Natrona
County Wyoming.

for valuable consideration, the receipt of which is hereby acknowledged,
agree and commit to the annexation of the above-described property to
the City of Casper, Wyoming, at the request of the City Council, or on
Property Owner's Petition. We further agree to waive any statutory
right to protest. Annexation of subject property shall include the
right of Owners (a) to retain their existing septic systems, subject to
the then-existing rules, regulations and statutes; (b) to retain a
private sanitary disposal contractor; (c) to retain their existing land
use and amenities and any zoning shall be that which is most compatible
therewith; (d) sidewalk, curb, gutter and street improvements shall not
be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, convey-
ance, or mortgage involving the above-described property, and shall be
binding upon the Owners, Mortgagees, their heirs, successors in in-
terest, and assigns.

DATED this 18 day of October, 1988.

Alex Efimoff
OWNER

Donna Efimoff
OWNER

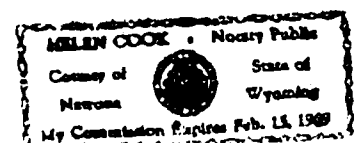
STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was acknowledged before me by Alex A.
Efimoff and Donna Efimoff, this 18th
day of Oct, 1988.

Helen Coak
Notary Public

My Commission Expires:

2-15-89



CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 27th day of July, 2000, 2000, by and between the City of Casper, Wyoming, hereinafter referred to as "City," and Schuler Custom Homes, Inc., E ½ Tracts 34 and 35, South Garden Creek Acres No. 2 Addition, hereinafter referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the owner of certain lands as described in Exhibit "A", which is not within the corporate limits of the City of Casper; and,

WHEREAS, Applicant desires to obtain water and sewer service from City for such property; and,

WHEREAS, Applicant and City have agreed to such service hereinafter stated.

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

1. The properties served shall be limited to that described in Exhibit "A". No other property shall be served without the express permission of the City Council of the City of Casper.
2. Until such time as the property is annexed, water service to be provided shall be only to the extent provided for hereinafter 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 beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq, as amended.
3. The Applicant shall extend water mains, water service lines, fire hydrants, sewer mains, sewer service lines, and other appurtenances to serve his lands as shown generally in Exhibit "A" at the expense of the Applicant. The actual location and sizes of the mains may vary, depending on future analysis by the City. All work shall meet the current standards of the City and shall be constructed in accordance with the plans to be approved by the City.
4. The water mains, water service lines, fire hydrants, sewer mains and sewer service lines shall be constructed in public right-of-ways or in easements meeting City requirements. The Applicant shall be responsible for obtaining all easements and right-of-ways at his cost. Such easements and right-of-ways shall be executed by the landowners and any mortgagees, as well as other parties who hold an interest in the land according to the records of the

Natrona County Clerk. The Applicant, if required by the City, shall provide walk-through environmental assessments, by someone experienced in the area and acceptable to the City's staff, for all right-of-ways and easements prior to the receiving of water and sewer service. The scope of services required for the walk-through environmental assessments shall be approved by the City's staff. If the walk-through results in a recommendation for further testing, it must be done by the Applicant and accepted by the City prior to the accepting of the easements and right-of-ways by the City and prior to the City's acceptance of the water mains, water services, fire hydrants, sewer mains, and sewer service lines. All environmental assessments shall be performed by the Applicant at his cost.

The City reserves the right to reject proposed easements or right-of-ways. If the environmental assessments indicate problems, the Applicant shall perform surface and/or subsurface cleanup, as needed, of the easements or public right-of-ways prior to receiving of water and sewer service and before the City will accept the easements or public right-of-ways. As an alternative, the Applicant can move the easements or public right-of-ways to new locations; however, additional environmental assessments and their acceptance by the City will be needed.

The Applicant shall provide a twenty (20) foot easement on the westerly portion of Tracts 34 and 35 for a future sewer main or sewer service line extension to service undeveloped lands to the south.

5. The City of Casper shall accept for ownership all water mains, water services, fire hydrants, and sewer mains in public right-of-ways or easements when all work is completed and "as built" plans and certification of construction are received from the Applicant's engineer. All easements, right-of-ways, licenses, etc. shall be transferred to the City of Casper before ownership. In the meanwhile, the Applicant shall maintain the system according to the standards the system was required to meet at the time of initial water and sewer service by the City.

The Applicant agrees to obtain a one (1) year warranty from his contractor for all improvements in a form satisfactory to the City.

6. The Applicant's property (development) is not adjacent to existing City sewer mains. The Applicant will have to extend an eight-inch sewer main to the property to be serviced.

In the event that a water or sewer main extension to the Applicant's property (development) is installed in a street, highway, or on property other than that of the Applicant, the City agrees to require other parties (takers) adjacent to the extension, before making any service connection to said water or sewer main extension, pay to the City an amount which in the judgment of the City is their (takers) proportionate share of

the cost of the extension (recapture charges). A taker shall be defined to mean any party adjacent to the extension that will connect directly to an existing water or sewer main extension by a service line on which a recapture agreement is in effect. No recapture would be due for connections within the Applicant's property (development) or beyond the development. The City shall be the sole determiner of which lands shall be designated as obliged to pay a recapture fee.

The Applicant shall provide documentation of final construction costs of said water main and sewer main extensions to the development. The construction costs shall be based upon 8-inch water and sewer main sizes. The construction costs may include design, construction, land acquisition, and legal costs for the extension. The costs shall be certified to be correct by the Applicant's professional engineer or accountant. The City shall, however, be the sole determiner of final construction costs upon which recapture charges shall be based.

The recapture charge per frontage foot shall be calculated by dividing final constructions costs for the extension to the Applicant's development, as determined by the City, by the total frontage footage available to takers. Generally, the total frontage footage available will be two times the total footage of the water or sewer main extension to the development boundaries (i.e., water or sewer service available on both sides of the extended main). The taker shall pay to the City of Casper, its proportionate share of the cost of the extension based upon its frontage footage including an adjustment for streets, alleys, or other public right-of-ways.

Takers shall pay the recapture charges to the City at the same time that water and sewer system investment, water service line, sewer physical tap, water meter, and other ancillary charges are paid for water and/or sewer service. Such recapture charges shall then be refunded to the Applicant.

Total refunds for recapture shall in no event exceed the total amount paid by the Applicant for the construction. All liability for payment of refunds for recapture provisions shall terminate five (5) years from the date of this agreement unless extended by amendments to this agreement for additional 5-year extensions of recapture up to two extensions (not to exceed 15 years maximum). The City cannot guarantee that the properties designated by the City as benefiting from the water or sewer main extensions shall ever develop and be responsible for paying recaptures fees. No interest shall be paid on the amount charged takers or collected from takers paid to the Applicant.

Any assignment by the Applicant or an assignee of the recapture rights of this agreement shall be approved only with the written consent of the City.

7. In the event an existing water or sewer main is directly adjacent to the Applicant's property, and the cost of such main has not been paid in full or in part by the present or previous owners of the property, the Applicant agrees to pay the City's then-current street lateral charge prior to connection to said water or sewer main. If necessary, the City will install a water or sewer service tap to connect to the existing water or sewer main at the request of the Applicant, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.
8. New fire hydrants shall be provided as required by the City's Public Utilities staff, the City's Fire Chief, and the Natrona County Fire Protection District Fire Chief.
9. The City shall have the right to inspect all water distribution system and sewer collection system construction. Before connection of the water and sewer services to any building, all work must be accepted and approved by the City.
10. All meter pits and water meters, as required by the City's staff, shall be obtained and installed by and at the expense of the Applicant according to the rules and regulations of the City. The meter pits shall remain the property of the Applicant.
11. The Applicant will pay to the City the then-current outside-city system investment charge for each property to be served with water and sewer. The Applicant shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then current Regional Water System investment charge for each property to be served with water. Payment will be made prior to actual receipt of water and sewer service provided by the City. If Applicant's lands are annexed into the City within one year of the date of execution of this Agreement, the City shall reimburse Applicant the difference between the inside-city and outside-city system investment charge existing at the time of payment by the Applicant. After twelve (12) months from the date of execution, no reimbursement shall be due.
12. The Applicant agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, and all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations, including, but not limited to, all provisions of the federal pretreatment regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.
13. 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 to the City of Casper, at which time the rate will be the existing rate for retail inside-city water and sewer service.
14. The Applicant agrees that he shall make the necessary provisions so that each building to be served shall have pressure reducing valve limiting pressure to a maximum of 60 psi and that

he shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3½ 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.

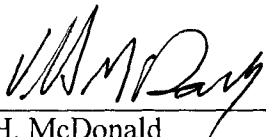
15. The Applicant shall be allotted two (each) water and sewer service connections and meters to the property shown on Exhibit "A."
16. The Applicant shall be allowed two (2) years from the time of consummation of this Agreement to complete the water and sewer main extensions and necessary improvements. Should the construction not be completed within this time period, the Agreement shall become null and void.
17. The Applicant and his respective mortgagee shall execute a commitment to annex his property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement.
18. This Agreement shall be binding upon the current Applicant and all heirs, successors in interest, and assigns.
19. The City of Casper does not waive any immunity or limitation of liability afforded it by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

EXECUTED the day and year first above written.

Contract for Outside-City Water and Sewer Service
with Schuler Custom Homes, Inc.
Page 6.

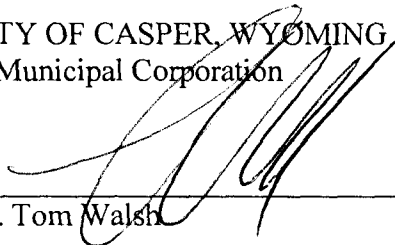
APPROVED AS TO FORM:

ATTEST:



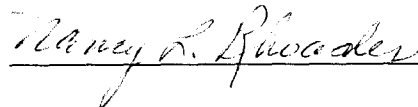
V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



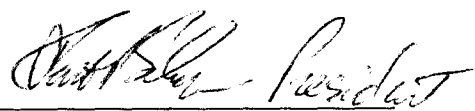
Dr. Tom Walsh
Mayor

ATTEST:



Nancy R. Rhoades

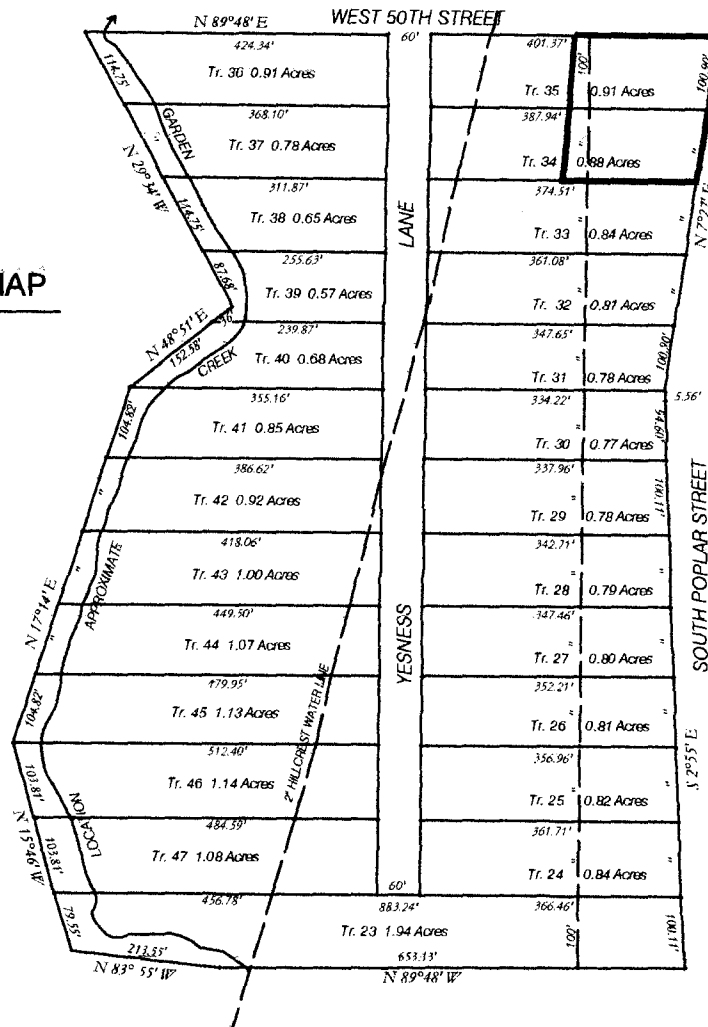
SCHULER CUSTOM HOMES, INC.



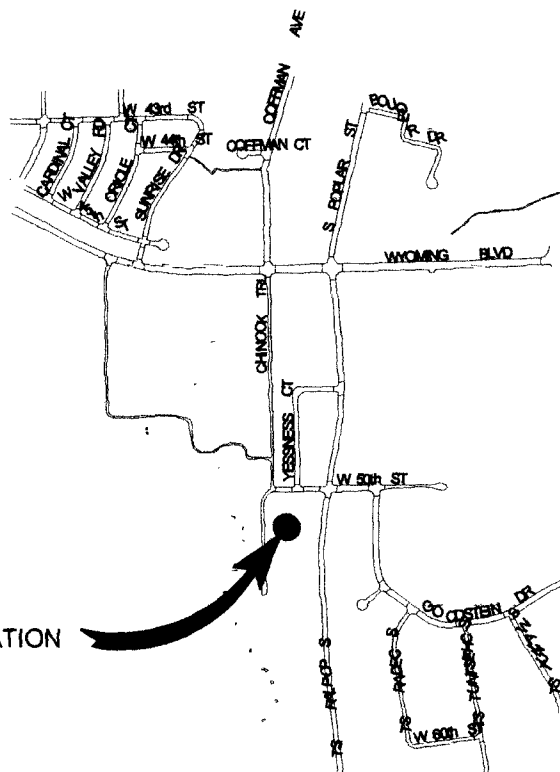
Clint Schuler
President

§

NOT TO SCALE



LOCATION TO
BE SERVED



NOT TO SCALE



SERVICE LOCATION

COMMITMENT TO ANNEX
TO THE CITY OF CASPER

We, Schuler Custom Homes, Inc., owner and mortgagee of the following
described real estate located in Natrona County, Wyoming, to-wit:

East 1/2 Tracts 34 and 35, South Garden Creek Acres No. 2 Addition

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the
annexation of the above-described property to the City of Casper at the request of the City Council
or on property owner's petition. We further agree to waive any statutory right to protest.

This commitment to annex shall be included in every sale, conveyance or mortgage
involving the above-described property and shall be binding upon the current owner and
mortgagee, and all heirs, successors in interest and assigns.

7/28/00
Date

Clint Patrick Schuler, President
OWNER

Date

OWNER

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
this ____ day of _____, 199__.
Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____
this ____ day of _____, 199__.
Witness my hand and official seal.

My commission expires:

NOTARY PUBLIC

Date

MORTGAGEE

Title

STATE OF Wyoming) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Clint Patrick Schuler
this 28th day of July, 2000.
Witness my hand and official seal.

My commission expires:

Aug. 16, 2000

Deborah J. Estes
NOTARY PUBLIC



City of Casper

Public Utilities
Room 207 6.00

659190
NATRONA CO. CLERK, WY
BART ANN COLLINS
RECORDED
SEP 15 PM 4 40

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT made, dated, and signed the 1st day of August, 1996, by and among the CITY OF CASPER ("City") and the SOUTH GARDEN CREEK ACRES/YESNESS LANE IMPROVEMENT AND SERVICE DISTRICT ("Applicant").

WITNESSETH:

WHEREAS, Applicant represents lands hereinafter defined on Exhibit A, which are not within the corporate limits of the City of Casper, and Applicant desires to obtain water service from the City of Casper for such lands; and

WHEREAS, Applicant and the City of Casper have agreed to said service hereinafter stated.

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

1. Until such time as the property is annexed, water service to be provided shall be only to the extent provided for herein-after 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 beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq., as amended.
2. The property served shall be limited to that area as shown on Exhibit "A." No other property shall be served without the express permission of the City of Casper.
3. The Applicant shall extend water mains, services, fire hydrants, and other appurtenances to serve their lands as shown generally in Exhibit "A" at the expense of the Applicant. The actual location and sizes of the mains may vary, depending on future analysis by the City. All work shall meet the current standards of the City and shall be constructed in accordance with the plans to be approved by the City.
4. The water mains, services, and fire hydrants shall be constructed in a public right-of-way or in easements meeting City requirements. The Applicant shall be responsible for obtaining all easements and right-of-ways at its cost. Such easements and right-of-ways shall be executed by the landowners and any mortgagees, as well as other parties who hold an interest in the land according to the records of the Natrona County Clerk. The Applicant, if required by the City, shall provide walk-through environmental assessments by

someone experienced in the area and acceptable to the City's staff for all right-of-ways and easements prior to the receiving of water service. The scope of services required for the walk-through environmental assessments shall be approved by the City's staff. If the walk-through results in a recommendation for further testing, it must be done by the Applicant prior to the accepting of the easements and right-of-ways by the City and prior to the City's acceptance of the water mains, services, and fire hydrants. All environmental assessments shall be performed by the Applicant at its cost.

5. The City of Casper shall accept for ownership all water mains, services, and fire hydrants when all work is completed and "as built" plans and certification of construction are received from the Applicant's engineer. All easements, right-of-ways, licenses, etc. shall be transferred to the City of Casper before ownership. In the meanwhile, the Applicant shall maintain the system according to the standards the system was required to meet at the time of initial water delivery by the City.

No recapture or reimbursement will be due the Applicant for future connections into any improvements installed by Applicant to be owned by the City of Casper.

The Applicant agrees to obtain a one (1) year warranty from their contractor for all improvements in a form satisfactory to the City.

6. The Applicant shall perform a computer analysis satisfactory to the City's staff for water service to South Garden Creek Acres/Yesness Lane Improvement and Service District to confirm all line sizing, normal flow, peak-day flows, and fire flows.
7. New fire hydrants shall be provided as required by the City's Public Utilities staff, the City's Public Safety Director, and the Natrona County Fire Protection District Fire Chief.
8. The City shall have the right to inspect all water distribution system construction. Before connection of the water services to any existing building all work must be accepted and approved by the City.
9. All meter pits and water meters as required by the City's staff, shall be obtained and installed by and at the expense of the Applicant according to the Rules and Regulations of the City. The meter pits shall remain the property of the Applicant or the individual landowners.

10. The South Garden Creek Acres/Yesness Lane Improvement and Service District will pay to the City the then-current outside-city connection charge for each customer to be served with water. Payment for each customer will be made prior to actual receipt of water provided by the City to the customer. Each new customer in the future shall pay the then-current connection charges and fees directly to the City. If applicants' lands are annexed into the city within one (1) year of the date of receipt of City water pursuant to this agreement, the City shall reimburse Applicant the difference between the inside-city and outside-city connection charge existing at the time of payment by the Applicant.
11. The Applicant agrees to abide by the Casper Municipal Code, Ordinances, and rules and regulations of the City regarding the use of its water facilities. The charge for water provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-city water services; until such time as said property is annexed to the City of Casper, at which time the rate will be the existing rate for retail inside-city water service.
12. The Applicants agree that they shall make the necessary provisions so that each building to be served shall have pressure reducing valves limiting pressure to a maximum of 60 psi and that they shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3½ 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.
13. The Applicant shall be allotted nine service connections and meters to the property shown on Exhibit "A." The maximum use of water shall be limited to 43,200 gallons per month per 3/4" connection or 72,300 gallons per month per 1" connection.
14. The Applicant shall be allowed two (2) years from the time of consumation of this agreement to complete the water main extensions and necessary improvements. Should the construction not be completed within this time period, this agreement shall become null and void.
15. The Applicants and their respective mortgagees shall execute a commitment to annex their property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex forms shall be executed concurrently with this agreement by all applicants desiring water service.
16. This agreement shall be binding upon the current Applicant and all heirs, successors in interest, and assigns.

17. The Applicant (South Garden Creek Acres/Yesness Lane Improvement and Service District) recognizes that there will be a financial obligation to the Wyoming Farm Loan Board pertaining to these water system improvements and does hereby agree to make provisions to collect the necessary funds from residents within the District to pay for and retire the Wyoming Farm Loan Board obligation over and above the user fees generated by operation of the water system. Furthermore, the Applicant (South Garden Creek Acres/Yesness Lane Improvement and Service District) agrees to indemnify the City of any financial obligation and related costs pertaining to the District's Farm Loan Board loan and which may be imposed on City.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

W. Jackson Stewart

APPLICANT

SOUTH GARDEN CREEK ACRES/YESNESS
LANE IMPROVEMENT
AND SERVICE DISTRICT

ATTEST:

By: Charles P. Bisio

Title: Secretary

By: Norman L. DeFord

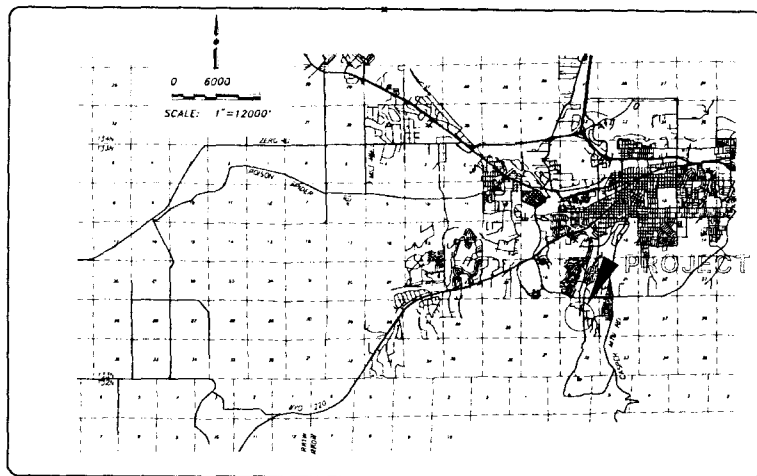
Title: President

ATTEST:

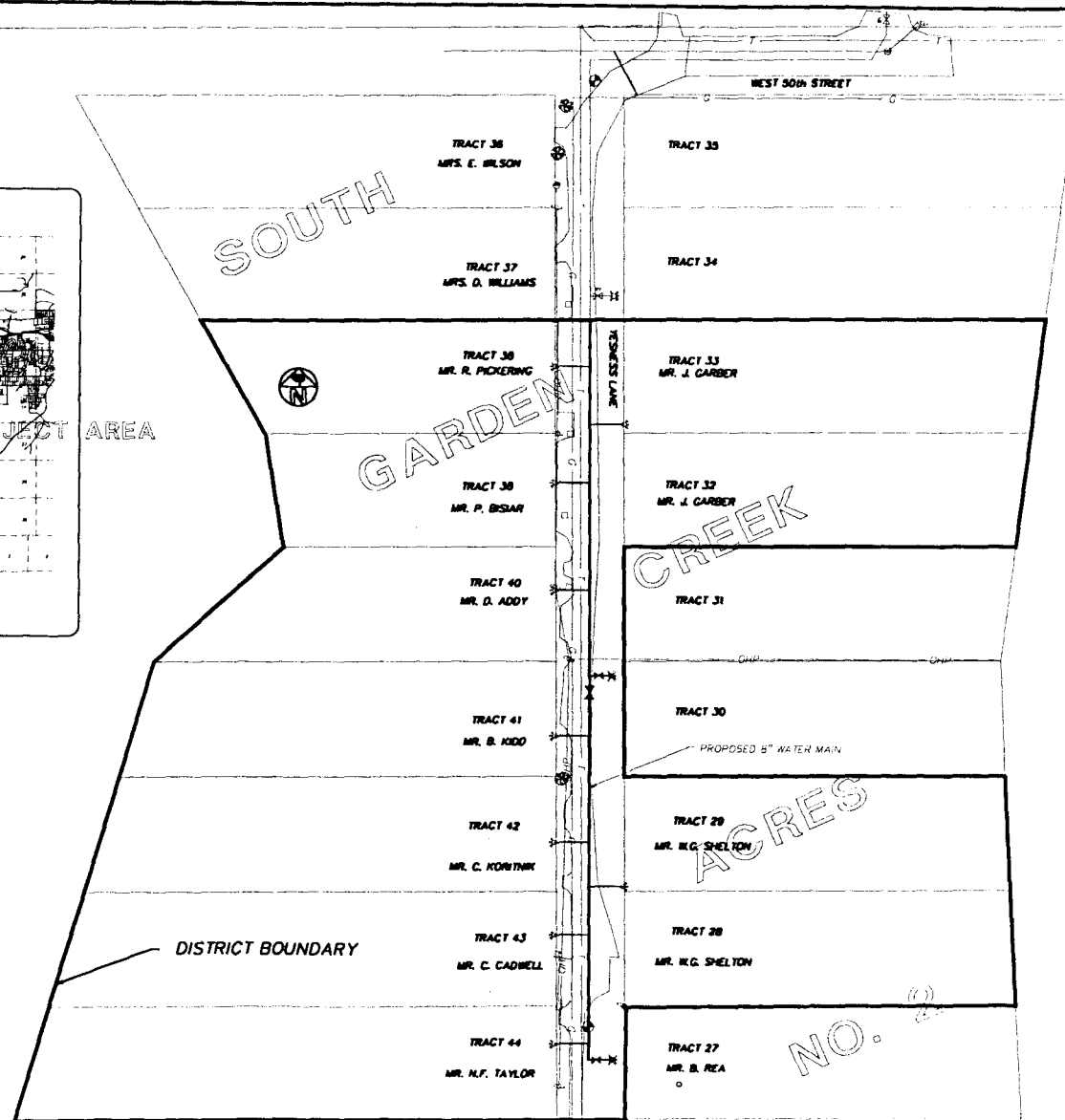
By: Calvin L. Chadsey
Calvin L. Chadsey
City Clerk

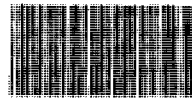
CITY OF CASPER
A Municipal Corporation

By: William Owen Jones
William Owen Jones
Mayor



SOUTH GARDEN CREEK ACRES/YESSNESS LANE
IMPROVEMENT AND SERVICE DISTRICT
VICINITY AND LOCATION MAP





994467

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: GC
Jun 24, 2015 02:23:29 PM
Pages: 8 Fee: \$33.00
CITY OF CASPER

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 16th day of June, 2015, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Peter Steven Szymczak and Brenda Michelle Szymczak, 5000 South Valley Road, Casper, Wyoming 82604; hereinafter jointly referred to as "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A", Tract 1, South Garden Creek Acres No. 4, which is not within the corporate limits of the City of Casper; and,

WHEREAS, the Owner desires to obtain outside-City water and sewer service from City for such property as described in Exhibit "A", Tract 1, South Garden Creek Acres No. 4; and,

WHEREAS, Owner can connect by service lines into a City owned twelve-inch (12") water main on South Valley Road and a City owned eight-inch (8") sewer main also on South Valley Road west and north of the Owners property; and,

WHEREAS, Owner and City have agreed to such outside-city water and sewer service under the terms and conditions as hereinafter stated.

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

1. The properties served shall be limited to that described in Exhibit "A", Tract 1, South Garden Creek Acres No. 4. No other properties shall be served without the express permission of the City Council of the City of Casper. This property is not adjacent to existing City limits.
2. 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 beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq., as amended.
3. The Owner shall obtain at Owner's costs, one ¾-inch, or 1-inch meter to service his property, which meter will be owned by the City. The Owner shall, at Owner's sole cost and expense, install a 1-inch water service line from the twelve-inch (12") South Valley Road water main to service Owner's property. The water service line curb box shall be installed approximately twenty feet (20') from the water main. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.

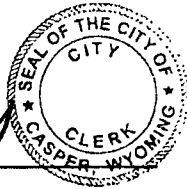
EXECUTED the day and year first above written.

APPROVED AS TO FORM:

[Signature]

ATTEST:

V. H. McDonald
V. H. McDonald
City Clerk



CITY OF CASPER, WYOMING
A Municipal Corporation:

Charlie Powell
Charlie Powell
Mayor

ATTEST: .

Deborah J. Estes

OWNER:

Peter Steven Szymczak
Peter Steven Szymczak
5000 South Valley Road.
Casper, WY 82604

ATTEST:

Deborah J. Estes

OWNER:

Brenda Michelle Szymczak
Brenda Michelle Szymczak
5000 South Valley Road.
Casper, WY 82604

The undersigned mortgagee for Peter Steven Szymczak and Brenda Michelle Szymczak hereby agrees to, consents, and ratifies this agreement.

Date

N/A
MORTGAGEE

By: _____
Name/Title

The City shall own, operate, and maintain the individual 1-inch service line to the curb box, curb stop and water meter. The Owner shall own, operate, and maintain the meter pit.

The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to the Owner's property.

The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located on South Valley Road.

The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed.

4. The City will install, at the Owners sole cost, a sewer service tap to connect to the existing eight-inch (8") sewer main on South Valley Road at the request of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specification.

The Owner shall construct, at Owner's sole cost, the necessary sewer service line and pressure sewer line from the Owner's property to the South Valley Road sewer main. A grinder pump shall be used by the Owner at the Owner's house.

The Owner shall own, operate and maintain the sewer service line, pressure sewer from the Owner's property to its connection with the eight-inch (8") sewer main on South Valley Road, including the grinder pump.

5. The Owner agrees to participate in future water system, sewer system, street improvements, stormwater 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.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, stormwater, 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 water, sewer, street, stormwater, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

This commitment to participate in future water system, sewer system, street, stormwater, sidewalk, street lighting, or other municipal improvement design and construction in

South Valley Road and West 50th Street 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.

6. 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 Casper City Council. The commitment to annex form shall be executed concurrently with this agreement, shall provide that said commitment shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, shall be included in every sale, conveyance or mortgage involving the above-described property, and shall further run with and bind the real property described and set forth in Exhibit "A", Tract 1, South Garden Creek Acres No. 4. This Agreement shall terminate, and be null and void between the parties and the City shall have the right to terminate all services provided for pursuant to this Agreement in the event the Owner fails to annex its property to the City within one (1) year after being requested to annex said property by the City Council or after the City Council's approval of a property owner's petition for the annexation thereof.
7. 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 water and sewer services to any building, all work must be accepted and approved by the City.
8. The curb box 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.
9. 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.

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 other entity to

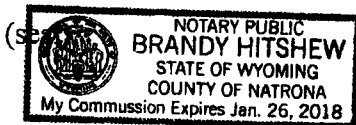
bind such entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall 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.

10. The meter pit and water meter, as required by the City's staff, shall be obtained and installed by and at the sole expense of the Owner according to the rules and regulations of the City. The meter pit shall remain the property of the Owner.
11. Owner will pay to the City the then-current outside-City system investment charges for each connection (lot) 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.
12. 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.
13. Owner agrees that 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 that Owner 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.
14. Owner shall be allotted one (1) water and sewer service connection and meter to the property shown on Exhibit "A", Tract 1, South Garden Creek Acres No. 4.
14. The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall become null and void.
15. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
16. This Agreement, and all terms and covenants contained herein shall be binding upon the Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A", Tract 1, South Garden Creek Acres No. 4 attached hereto, and shall be recorded in the Natrona County real estate records against said real property.

[illegible]

This instrument was acknowledged before me by Peter Steven Szymczak this 26th day of May, 2015.

Witness my hand and official seal:



seal:

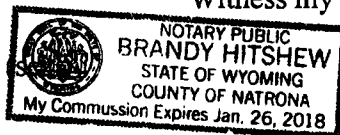

NOTARY PUBLIC

My commission expires: January 26, 2018

[illegible]

This instrument was acknowledged before me by Brenda Michelle Szymczak this 26th day of May, 2015.

Witness my hand and official seal:




NOTARY PUBLIC

My commission expires: January 26, 2018

[illegible]

COUNTY OF NATRONA

This instrument was ^{N/A} acknowledged before me this _____ day of _____, 2015 by _____ as the _____ of _____, the Mortgagee.

(seal)

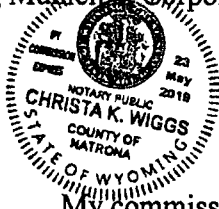
NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 16th day of June, 2015 by Charlie Powell as the Mayor of City of Casper, Wyoming, a Wyoming Municipal Corporation.

(Seal)



Christa K. Wiggs
NOTARY PUBLIC

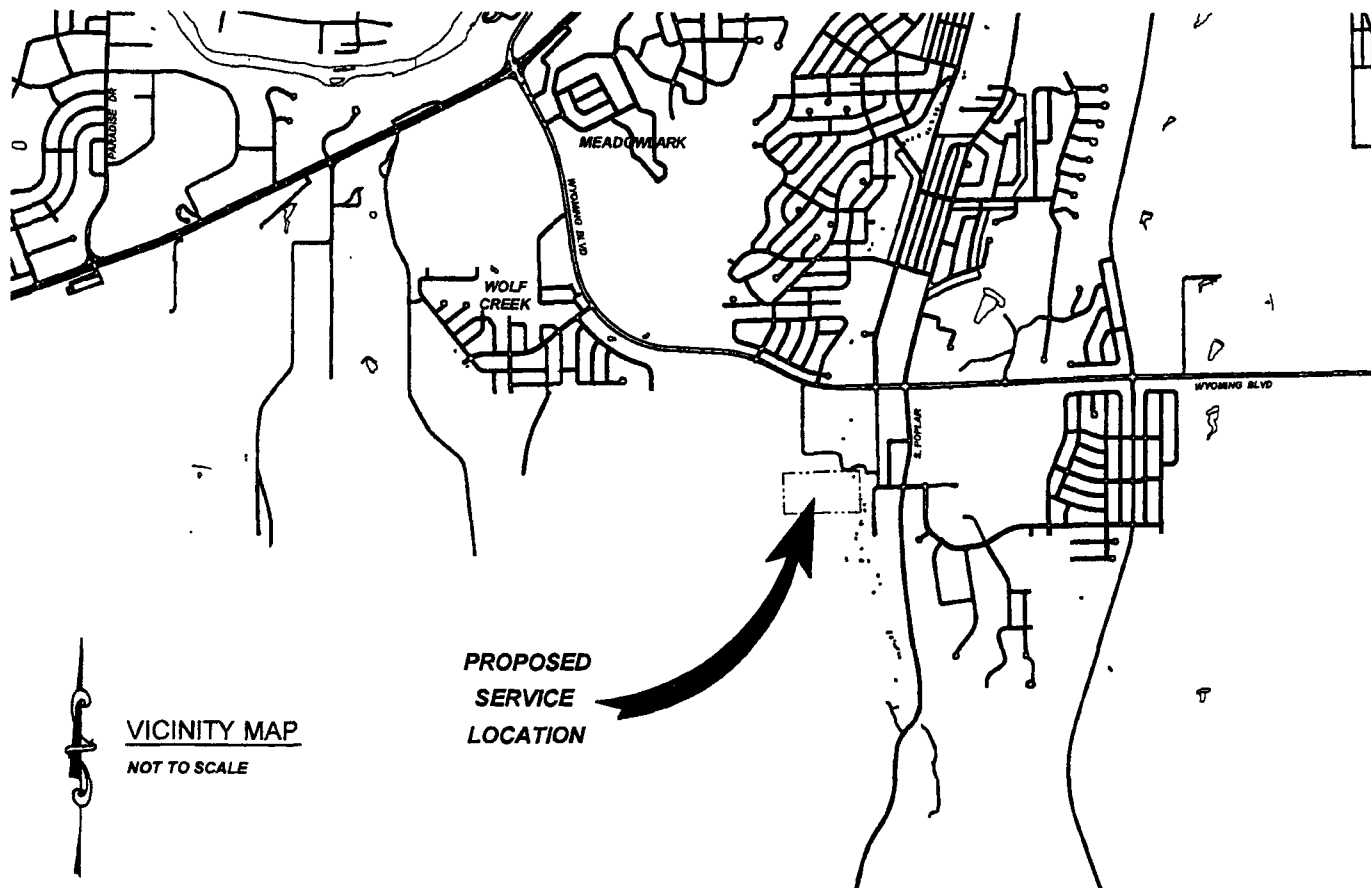
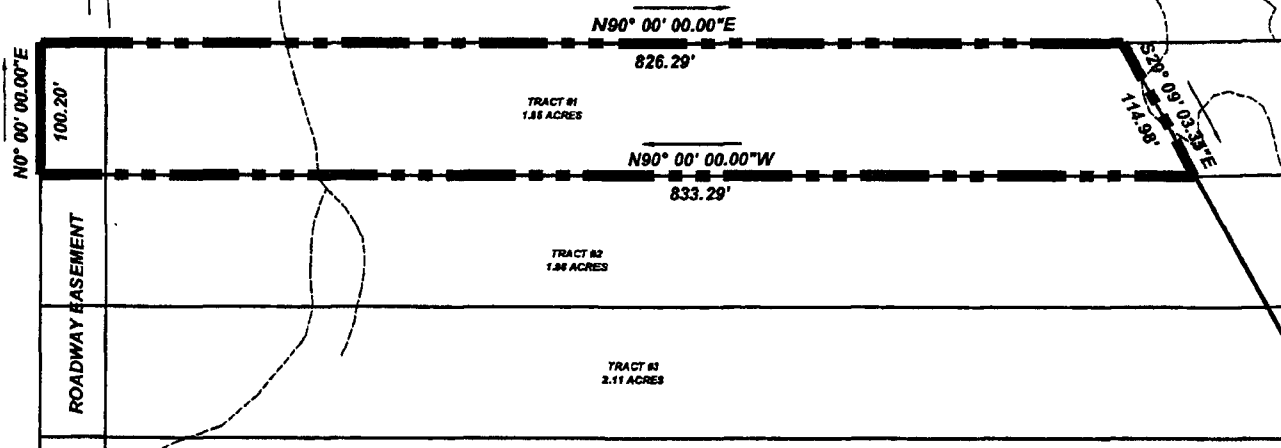
My commission expires: 05/23/19

LOCATION MAP

NOT TO SCALE

EXHIBIT "A"

PETER S. & BRENDA M. SZYMCAK
5000S. VALLEY RD.
CASPER, WY 82604
TRACT #1
SE 1/4 NW 1/4
SECTION 29, T33N R79W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING



VICINITY MAP

NOT TO SCALE

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Peter Steven Szymczak and Brenda Michelle Szymczak, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**Tract 1, South Garden Creek Acres No. 4 Subdivision - SE1/4, NW1/4, Section 29,
Township 33 North, Range 79 West**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

5-26-15
Date

Peter Steven Szymczak
Peter Steven Szymczak
OWNER

5-26-15
Date

Brenda Michelle Szymczak
Brenda Michelle Szymczak
OWNER



994468

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: GC
Jun 24, 2015 02:24:09 PM
Pages: 2 Fee: \$15.00
CITY OF CASPER

Date

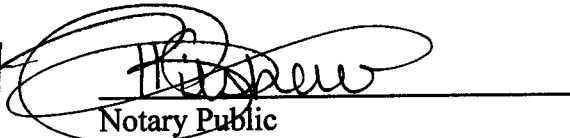
N/A
MORTGAGEE

By: _____

Name: _____

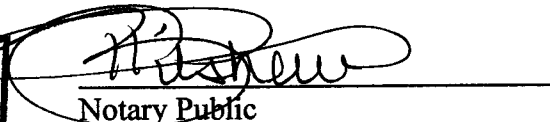
Title: _____

This instrument was acknowledged before me this 26th day of May, 2015,
by Peter Steven Szymczak, as OWNER.



My commission expires: January 26, 2018

This instrument was acknowledged before me this 26th day of May, 2015
by Brenda Michelle Szymczak, as OWNER.



My commission expires: January 26, 2018

N/A



This instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____
of _____, MORTGAGEE.

Notary Public

My commission expires: _____

May 26, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Public Utilities Manager 

SUBJECT: Outside-City Water and Sewer Service Contract with Peter Steven Szymczak and Brenda Michelle Szymczak

Recommendation:

That Council, by resolution, authorize an outside-City water and sewer service contract with Peter Steven Szymczak and Brenda Michelle Szymczak, 5000 South Valley Road, Casper, Wyoming 82604, Tract 1 South Garden Creek Acres No. 4.

Summary:

This parcel of land is located south of the City on the south extension of Valley Road on the west side of Garden Creek. This contract provides for outside-City water and sewer service. This property is not contiguous to Casper City limits.

The City owns, operates, and maintains the water and sewer mains in South Valley Road to which Mr. and Mrs. Szymczak would connect.

The owner has signed and submitted a Commitment to Annex, attached to this contract.

The Public Utilities Advisory Board has conceptually approved the contract and has recommended Council approval.

A resolution is prepared for Council's consideration.

COMMITMENT TO ANNEX
TO THE CITY OF CASPER

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED KA

'96 SEP 20 AM 8 47

We, Paul & Lorinda Kinner, owner and mortgagee of the following described real estate located in Natrona County, Wyoming, to-wit:

SOUTH GARDEN CREEK ACRES NUMBER 2

TRACT 38

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper at the request of the City Council or on property owner's petition. We further agree to waive any statutory right to protest.

This commitment to annex shall be included in every sale, conveyance or mortgage involving the above-described property and shall be binding upon the current owner and mortgagee, and all heirs, successors in interest and assigns.

8/15/96
Date

Paul Kinner
OWNER

Date

Lorinda L. Kinner
OWNER

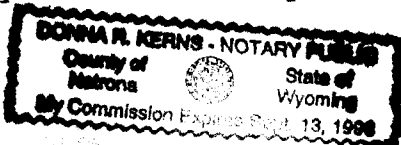
STATE OF WYOMING) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Paul K. Kinner & Lorinda L. Kinner this 20th day of AUGUST, 1996.

Witness my hand and official seal.

My commission expires: 9-13-98

Donna R. Kerns
NOTARY PUBLIC

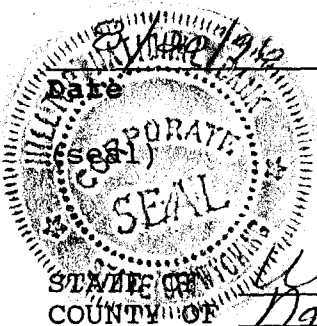


HILLTOP NATIONAL BANK

Donna R. Kerns
MORTGAGEE

Title

Assistant Vice President



STATE OF Wyoming) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Donna R. Kerns this 20th day of August, 1996.

Witness my hand and official seal.

My commission expires:

Julie L. Coulter
NOTARY PUBLIC



NATRONA CO. CLERK, WY
MARY ANN COLLINS

COMMITMENT TO ANNEX
TO THE CITY OF CASPER

RECORDED 74

'96 SEP 20 AM 8 50

We, John T. Gruber Sylvia B. Gruber owner and mortgagee of the following described real estate located in Natrona County, Wyoming, to-wit:

SOUTH GARDEN CREEK ACRES NUMBER 2

TRACT West one-half of tracts
32 and 33 in South Garden Creek

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper at the request of the City Council or on property owner's petition. We further agree to waive any statutory right to protest.

This commitment to annex shall be included in every sale, conveyance or mortgage involving the above-described property and shall be binding upon the current owner and mortgagee, and all heirs, successors in interest and assigns.

8-19-96
Date

John T. Gruber
OWNER

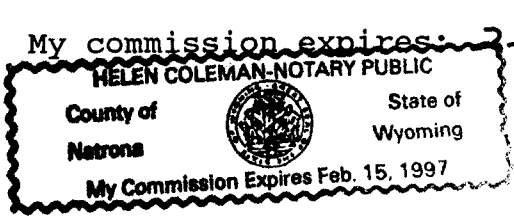
8-19-96
Date

Sylvia B. Gruber
OWNER

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was acknowledged before me by John T. Gruber - Sylvia B. Gruber this 19th day of AUGUST, 1996.

Witness my hand and official seal.



Helen Coleman
NOTARY PUBLIC

Date
(seal)

None
MORTGAGEE
Title

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 199____.

Witness my hand and official seal.

My commission expires: _____
NOTARY PUBLIC

City of Casper

**AMENDMENT NO. 2 TO CONTRACT
FOR OUTSIDE CITY WATER AND SEWER SERVICE**

This Amendment No. 2 ("Amendment No. 2") is entered into this 18th day of July, 2017, by and between the City of Casper, Wyoming, hereinafter referred to as "City", and the following parties, hereinafter referred to as the "Applicants."

Diemer D. True, Trustee of the Diemer D. True Trust Agreement (Revocable) dated September 19, 1983, and the Susan L. True Living Trust Agreement (Revocable) dated December 11, 1984;

David L. True and Melanie A. True, husband and wife, as tenants by the entireties;

Susan L. True and Diemer D. True, wife and husband;

True Drilling LLC;

True Resource Development, LLC;

Tracy T. Propp, Trustee of the Tracy T. Propp Revocable Trust under agreement dated October 31, 2012, as amended;

Diemer D. "Kip" True, Jr. and Christina L. True, husband and wife;

David L. True and Melanie A. True, husband and wife, as tenants by the entireties with right of survivorship; and.

Quintin LeClercq and Christine Marie True LeClercq, husband and wife.

RECITALS

WHEREAS, Applicants are, or will be, the owners of certain lands as described in Exhibit "A" (the "Real Property"), all of which is located in Section 29, Township 33 North, West of the 6th P.M., which are not within the corporate limits of the City of Casper; and,

WHEREAS, an agreement was consummated on April 2, 2002, between the City of Casper and the Applicants who, at that time, owned the Real Property, providing for outside-City water and sewer service (the "Agreement"), said Agreement being incorporated herein at this point as if fully set forth by this reference; and,

WHEREAS, the Agreement allocated six water and sewer service connections and meters to the Real Property; and,



WHEREAS, the Agreement was amended (by Amendment No. 1) on August 6, 2002, by which one additional water and sewer service connection and meter to the Real Property, said Amendment No. 1 being incorporated herein at this point as if fully set forth by this reference; and,

WHEREAS, Quintin LeClercq and Christine Marie True LeClercq are intending to subdivide a portion of the real property (the "Subdivided Property") shown on Exhibit "A" for which an additional water and sewer connection to the water and sewer service lines will be necessary; and,

WHEREAS, the parties hereto desire to further amend the Agreement by this Amendment No. 2 to provide and allow for a total of four (4) additional water and sewer connections to the existing water and sewer service lines for the Real Property in order to provide additional water and sewer services to the Real Property.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to further amend the Agreement as follows:

- 1) The Applicants shall be allocated four (4) additional water and sewer line connections to the service lines for the Real Property, which will result in a total of eleven (11) water and sewer service connections and necessary water meters to and for the Real Property.
- 2) All of the other requirements, terms, and conditions of the Agreement and Amendment No. 1 thereto are hereby ratified and shall remain in full force and effect.
- 3) The Agreement, as Amended, shall be binding upon the Applicants and their heirs, successors, and the assigns.
- 4) The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

Executed the day and year first written above.

APPROVED AS TO FORM:

[Signature]

ATTEST:

Tracey L. Belse
Tracey L. Belse
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Kenyne Humphrey
Mayor

APPLICANTS:

Diemer D. True Susan L. True
Diemer D. True, Trustee of the Diemer D. True Trust
Agreement (Revocable) dated September 19, 1983,
and the Susan L. True Living Trust Agreement (Revocable)
dated December 11, 1984

David L. True gs
David L. True

Melanie A. True
Melanie A. True

Kyle S. True
True Resource Development, LLC,
by Kyle S. True, Member

Tracy T. Propp
Tracy T. Propp, Trustee of the Tracy T. Propp
Revocable Trust under agreement dated
October 31, 2012, as amended

Susan L. True
Susan L. True

Diemer D. True
Diemer D. True

David L. True
True Drilling LLC, By: David L. True,
Trustee of the David L. True Trust, a Member

True Amendment No. 2 To Contract for Outside
City Water and Sewer Service

Kip True

Diemer D. "Kip" True, Jr.

C True

Christina L. True

Quintin LeClerc

Quintin LeClerc

Christine Marie True LeClerc

Christine Marie True LeClerc

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Diemer D. True, Trustee of the Diemer D. True Trust Agreement (Revocable) dated September 19, 1983, and the Susan L. True Living Trust Agreement (Revocable) dated December 11, 1984.

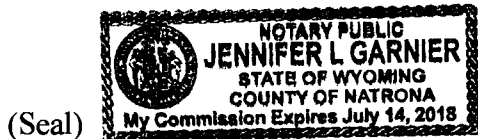


[Signature]
NOTARY PUBLIC

My Commission expires: July 14, 2018.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 8th day of June, 2017, by Kyle S. True, as a Member of True Resource Development, LLC.



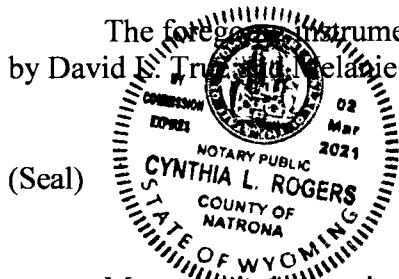
[Signature]
NOTARY PUBLIC

My commission expires: July 14, 2018

True Amendment No. 2 To Contract for Outside
City Water and Sewer Service

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 9 day of June, 2017,
by David E. True and Delanie A. True, husband and wife.

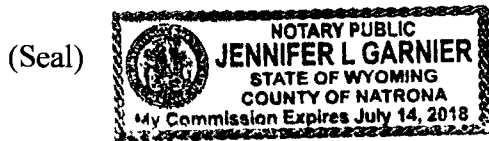


Cynthia Rogers
NOTARY PUBLIC

My commission expires: March 2, 2021

[illegible]

The foregoing instrument was acknowledged before me this 9th day of June, 2017,
by Susan L. True and Diemer D. True, wife and husband.

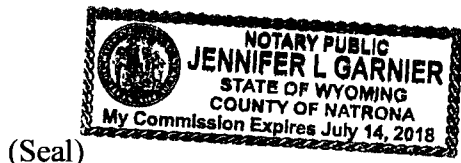


NOTARY PUBLIC

My commission expires July 14, 2018

[illegible]

The foregoing instrument was acknowledged before me this 8th day of June, 2017, by Tracy T. Propp, Trustee of the Tracy T. Propp Revocable Trust under agreement dated October 31, 2012, as amended.



NOTARY PUBLIC

My commission expires: July 14, 2018

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Susan L. True.

NOTARY PUBLIC

[illegible]

2013, for the going in
The following is a
COMMISSION
EXPIRES 02 Mar 2021
NOTARY PUBLIC
CYNTHIA L. ROGERS
COUNTY OF
NATRONA
STATE OF WYOMING
(Seal)

Cynthia Rogers
NOTARY PUBLIC

[illegible]

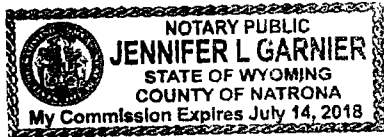
CYNTHIA L. ROGERS
NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
02 Mar 2021

Cynthia Rogers
NOTARY PUBLIC

6

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 8th day of May, 2017 by Diemer D. "Kip" True, Jr., and Christina L. True, husband and wife.



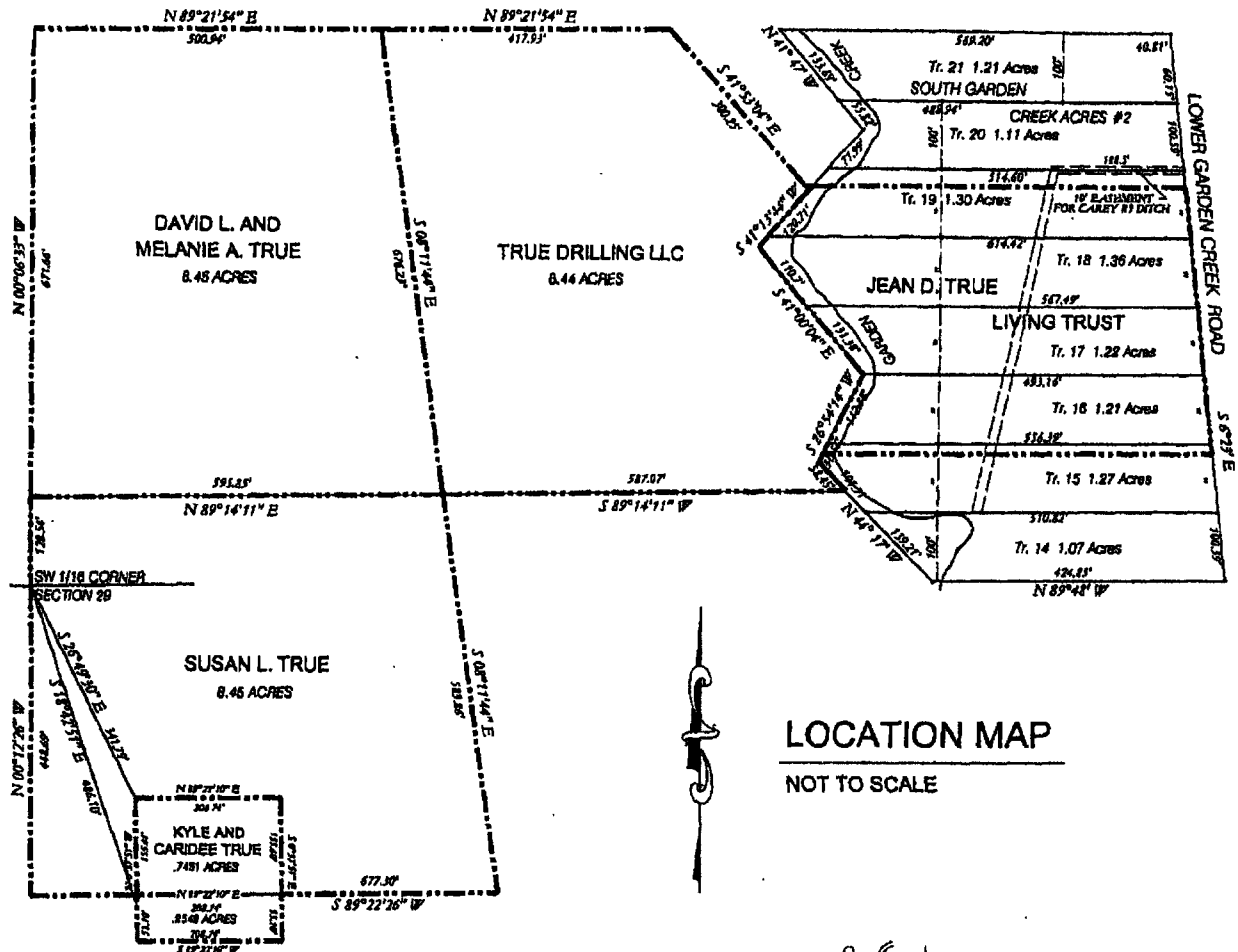
(Seal)

A handwritten signature in dark ink, appearing to read "Jennifer L. Garnier", written over a horizontal line.

NOTARY PUBLIC

My commission expires: July 14, 2018

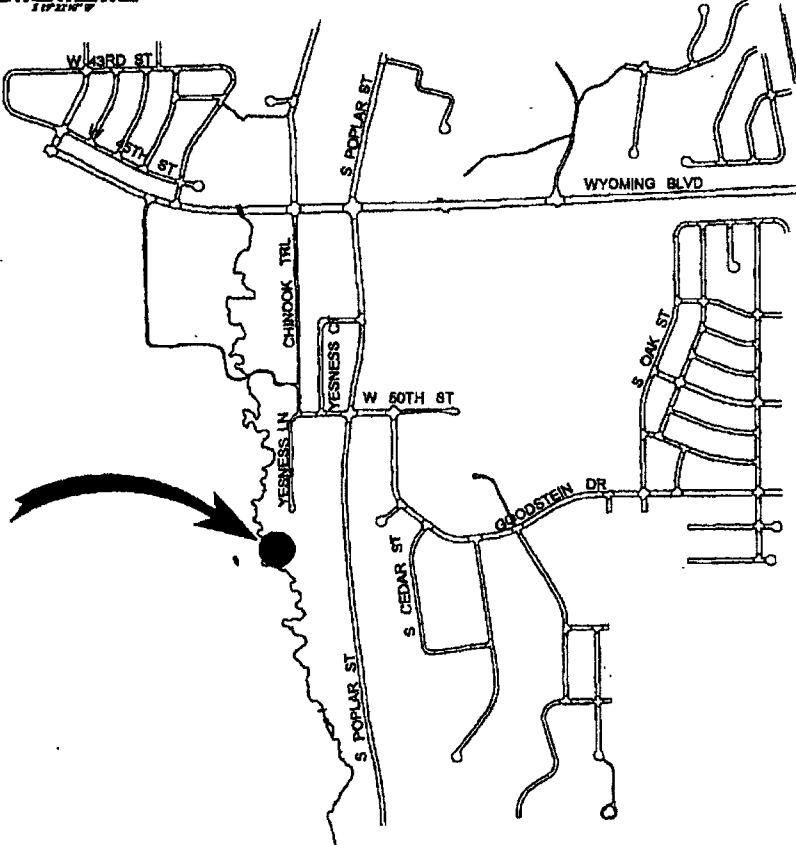
EXHIBIT "A"



LOCATION MAP

NOT TO SCALE

SERVICE LOCATION



VICINITY MAP

NOT TO SCALE

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Quintin LeClercq and Christine Marie True LeClercq, husband and wife, who will be future owners (the "Owners") of a portion of the real property described and set forth in Exhibit "A" attached hereto, for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the portion of the above described real property which the undersigned become the owners thereof, and shall be included in every sale, conveyance or mortgage involving said real property. This commitment to annex shall be binding upon the Owner(s), their mortgagees, and their heirs, successors, and assigns forever.

6-7-17
Date

6-7-17
Date

Quintin LeClercq
Quintin LeClercq

Christine Marie True LeClercq
Christine Marie True LeClercq

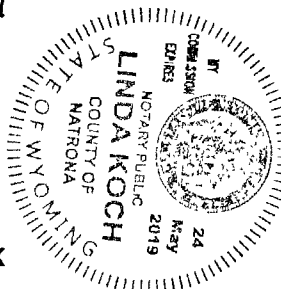
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of June, 2017, by Quintin LeClercq and Christine Marie True LeClercq, husband and wife.

(Seal)

Linda Koch
NOTARY PUBLIC

My commission expires: 05/24/19



7/21/2017 1:39:52 PM **NATRONA COUNTY CLERK**
Pages: 2
1034025
Renea Vitto
Recorded: CK
Fee: \$15.00
CITY OF CASPER

EXHIBIT "A"

Parcel "B" being a parcel of land in the E/2SW/4 of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

The point of beginning of this survey is marked by a brass cap at the southwest one-sixteenth corner of said Section 29. From said southwest one-sixteenth corner of Section 29, proceed N.00°06'33"W. along the west one-sixteenth line of the SW/4 of said Section 29, a distance of 128.54 feet to a Surv Kap marking the southwest corner of this Parcel "B" which is the point of beginning in describing the boundaries of said parcel; thence continuing N.00°06'33"W. an additional distance of 671.66 feet along the west one-sixteenth line of the SW/4 of said Section 29 to a point marked by a 1/2 inch pipe, being the northwest corner of said Parcel "B"; thence N.89°21'54"E. a distance of 500.94 feet to a Surv Kap marking the northeast corner of said Parcel "B"; thence S.08°11'44"E. a distance of 676.23 feet to a Surv Kap marking the southeast corner of said Parcel "B"; thence S.89°14'11"W. along a line parallel to the south one-sixteenth line of the SW/4 of said Section 29 a distance of 595.85 feet to a Surv Kap marking the point of beginning.

June 19, 2017

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Authorizing Amendment No. 2 to the Outside-City Water and Sewer Service Contract with the True Family

Meeting Type & Date

Regular Council Meeting
July 18, 2017



Action type

Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 2 to the April 2002 True Family Contract for Outside-City Water and Sewer Service.

Summary

A Contract for Outside-City Water and Sewer Service was consummated April 2, 2002 between the City of Casper and the True family. The True family property is located south of Wyoming Blvd., just west of South Poplar Street. The applicant extended water and sewer mains into their property from the west side of South Poplar Street. These mains and associated appurtenances are owned, operated, and maintained by the applicant. The contract provided for six individual water and sewer services to serve the properties described in Exhibit "A".

Amendment No. 1 to the original agreement was consummated between the City and the True family on August 6, 2002. Amendment No. 1 provided for one additional water and sewer tap to service the property. This brought the total number of taps available to seven.

The True family is now requesting approval for four more water and sewer taps to bring the total number of taps available to service the property to eleven. Amendment No. 2, attached, provides for the four additional water and sewer taps to serve the property.

At this time, one new residence is proposed for the True property. One set of taps will be used for that residence with the three remaining taps to be used for any future use. System investment charges will be paid before the taps are made. Then current system investment charges will be paid as the remaining taps are made.

The original agreement remains in full force and effect.

Commitments to annex forms have been signed by all parties involved.

The CPU Advisory Board conceptually approved Amendment No. 2 at its June 28, 2017 meeting.

Financial Considerations

There are no financial considerations with this agreement

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Amendment

AMENDMENT NO. 1

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

This amendment to this contract is made, dated, and signed this 6th day of August, 2002, by and between the City of Casper, Wyoming, hereinafter referred to as "City"; and Jean D. True as trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984; David L. True and Melanie A. True, husband and wife, as tenants by the entireties; Kyle True and Caridee True, husband and wife; Susan L. True; and True Drilling LLC, Casper, Wyoming 82604, hereinafter jointly referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the owner of certain lands as described in Exhibit "A", which are not within the corporate limits of the City of Casper; and,

WHEREAS, an agreement was consummated on April 2, 2002, between the City of Casper and the Applicant, providing for outside-City water and sewer service; and,

WHEREAS, said April 2, 2002, allocated six water and sewer service connections and meters to the properties as shown on Exhibit "A"; and,

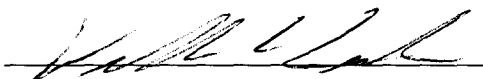
WHEREAS, Applicant has requested one additional water and sewer service connection and meter to the property shown on Exhibit "A."

NOW, THEREFORE, it is hereby agreed among the parties that the April 2, 2002, contract for outside-City water and sewer service shall be amended as follows:

- 1) The Applicant shall be allocated a total of seven water and sewer service connections and meters to the properties shown on Exhibit "A."
- 2) All of the other requirements of the April 2, 2002, contract for outside-City water and sewer service shall remain in full force and effect.
- 3) This amendment to the contract shall be binding upon the current Applicant and all heirs, successors and interests, and the assigns.
- 4) The City of Casper does not waive any immunity or limitations of liability afforded it by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

Executed the day and year first written above.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "John L. True", written over a horizontal line.

CITY OF CASPER, WYOMING

ATTEST:

V. H. McDonald
V. H. McDonald
City Clerk

A Municipal Corporation

Kathleen B. Dixon
Kathleen B. Dixon
Mayor

APPLICANT:

Jean D. True wgs
Jean D. True, Trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984.

David L. True wgs
David L. True

Melanie A. True wgs
Melanie A. True

Kyle True wgs
Kyle True

Cardee True wgs
Cardee True

Susan L. True wgs
Susan L. True

David L. True wgs
True Drilling LLC, By: David L. True,
Trustee of the David L. True Trust, a Member.

STATE OF Wyoming) ss
COUNTY OF Natrona)

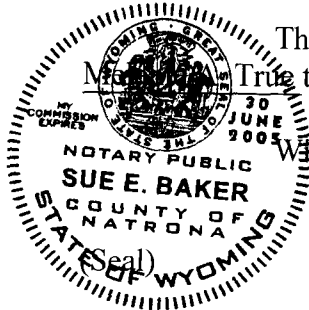
The foregoing instrument was acknowledged before me by Jean D. True, Trustee
for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984, this
19th day of July, 2002.

Witness my hand and official seal. My commission expires: 6-30-05.



Sue E. Baker
NOTARY PUBLIC

STATE OF Wyoming) ss
COUNTY OF Natrona)



The foregoing instrument was acknowledged before me by David L. True and True this 19th day of July, 2002.

Witness my hand and official seal. My commission expires: 6-30-05.

Sue E. Baker
NOTARY PUBLIC

STATE OF Wyoming) ss
COUNTY OF Natrona)

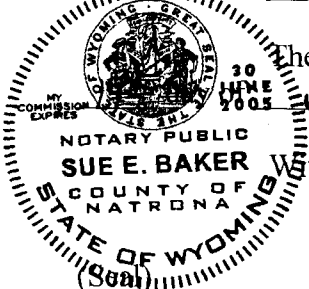


The foregoing instrument was acknowledged before me by Kyle True and Caridee True this 19th day of July, 2002.

Witness my hand and official seal. My commission expires: 5-24-03.

Linda Koch
NOTARY PUBLIC

STATE OF Wyoming) ss
COUNTY OF Natrona)



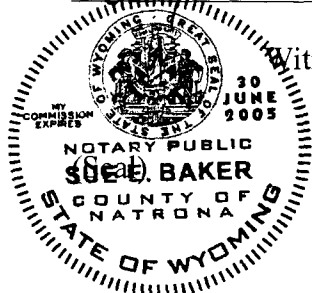
The foregoing instrument was acknowledged before me by Susan L. True this July, 2002.

Witness my hand and official seal. My commission expires: 6-30-05.

Sue E. Baker
NOTARY PUBLIC

STATE OF Wyoming) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me for True Drilling LLC by David L. True, Trustee of the David L. True Trust, a Member, this 19th day of July, 2002.



Witness my hand and official seal. My commission expires: 6-30-05.

Sue E. Baker
NOTARY PUBLIC

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 2nd day of April, 2002 by and between the City of Casper, Wyoming, hereinafter referred to as "City," and Jean D. True as trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984; David L. True and Melanie A. True, husband and wife, as tenants by the entireties; Kyle True and Caridee True, husband and wife; Susan L. True; and True Drilling LLC, Casper, Wyoming 82604, hereinafter jointly referred to as "Applicant."

WITNESSETH:

WHEREAS, Applicant is the owner of certain lands as described in Exhibit "A" which are not within the corporate limits of the City of Casper; and,

WHEREAS, Applicant desires to obtain water and sewer service from City for such property; and,

WHEREAS, Applicant and City have agreed to such service hereinafter stated.

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

1. The properties served shall be limited to that described in Exhibit "A". No other property shall be served without the express permission of the City Council of the City of Casper.
2. Until such time as the property is annexed, water service to be provided shall be only to the extent provided for hereinafter 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 beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq, as amended.
3. The Applicant shall extend water mains, water service lines, fire hydrants, sewer mains, sewer service lines, and other appurtenances to serve his lands as shown generally in Exhibit "A" at the expense of the Applicant. The actual location and sizes of the main may vary, depending on future analysis by the City. All work shall meet the current standards of the City and shall be constructed in accordance with the plans to be approved by the City.
4. The Applicant shall install an eight-inch water main, at his cost from the existing eight-inch water main on the west side of South Poplar Street to a fire hydrant location located upon the property to be serviced under this contract. Individual water service lines, with curb boxes, and meter pits shall be installed off the water main for each connection. The eight-inch water main and associated appurtenances shall be owned, operated, and maintained by the Applicant.

The City reserves the right to enter the Applicant's property to read, maintain, and replace water meters and operate curb stops.

The Applicant shall extend a sewer main or force main at his cost from the existing eight-inch sewer main on the east side of South Poplar Street to a sewage pumping station to be located upon the property being serviced under this contract. Sewer service lines shall be extended as needed for each connection. The sewer main, sewer force main, sewage pumping station, sewer service lines and associated appurtenances shall be owned, operated, and maintained by the Applicant.

5. New fire hydrants shall be provided as required by the City's Public Utilities staff, the City's Fire Chief, and the Natrona County Fire Protection District Fire Chief.
6. The City shall have the right to inspect all water distribution system and sewer collection system construction. Before connection of the water and sewer service to any building, all work must be accepted and approved by the City.
7. All meter pits and water meters, as required by the City's staff, shall be obtained and installed by and at the expense of the Applicant according to the rules and regulations of the City. The meter pits shall remain the property of the Applicant.
8. The Applicant will pay to the City the then-current outside-city system investment charge for each connection to be served with water and sewer. The Applicant 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. If Applicant's lands are annexed into the City within one year of the date of execution of this Agreement, the City shall reimburse Applicant the difference between the inside-city and outside-city system investment charge existing at the time of payment by the Applicant. After twelve (12) months from the date of execution, no reimbursement shall be due.
9. The Applicant 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; and 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.
10. 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 to the City of Casper, at which time the rate will be the existing rate for retail inside-city water and sewer service.
11. The Applicant agrees that he shall make the necessary provisions so that each building to be served shall have pressure reducing valve limiting pressure to a maximum of 60 psi and that he shall encourage all residents to adhere to the following water saving device

recommendations: toilets with a maximum flush of 3½ 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.

12. The Applicant shall be allotted six water and sewer service connections and meters to the property shown on Exhibit "A."
13. The Applicant shall be allowed eight (8) years from the time of consummation of this Agreement to complete the water and sewer main extensions and necessary improvements. Should the construction not be completed within this time period, the Agreement shall become null and void.
14. The Applicant and his respective mortgagee shall execute a commitment to annex his property to the City of Casper on a form acceptable to the Casper City Council. The commitment to annex form shall be executed concurrently with this agreement.
15. This Agreement shall be binding upon the current Applicant and all heirs, successors in interest, and assigns.
16. The City of Casper does not waive any immunity or limitation of liability afforded it by the Wyoming Governmental Claims Act and all such immunity and limitations of liability are retained.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

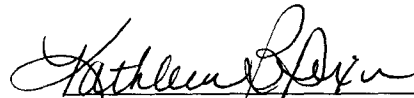


ATTEST:



V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Kathleen B. Dixon
Mayor

APPLICANT:

Jean D. True wjt
Jean D. True, Trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984.

David L. True wjt
David L. True

Melanie A. True wjt
Melanie A. True

Kyle True wjt
Kyle True

Caridee True wjt
Caridee True

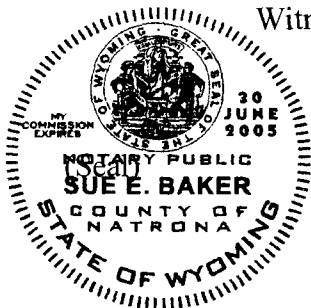
Susan L. True wjt
Susan L. True

David L. True wjt
True Drilling LLC, By: David L. True,
Trustee of the David L. True Trust, a Member.

STATE OF WYOMING) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Jean D. True, Trustee
for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984, this
12th day of March, 2002.

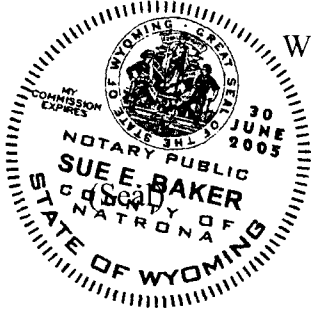
Witness my hand and official seal. My commission expires: 6/30/05.



Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by David L. True and
Melanie A. True this 12th day of March, 2002.

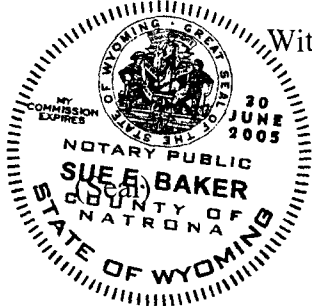


Witness my hand and official seal. My commission expires: 6/30/05.

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kyle True and Caridee
True this 12th day of March, 2002.

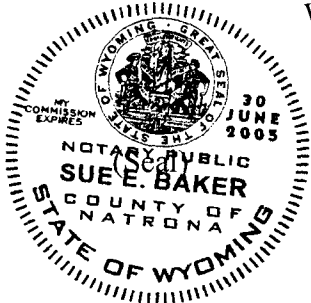


Witness my hand and official seal. My commission expires: 6/30/05.

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Susan L. True this
12th day of March, 2002.



Witness my hand and official seal. My commission expires: 6/30/05.

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss
COUNTY OF NATRONA)

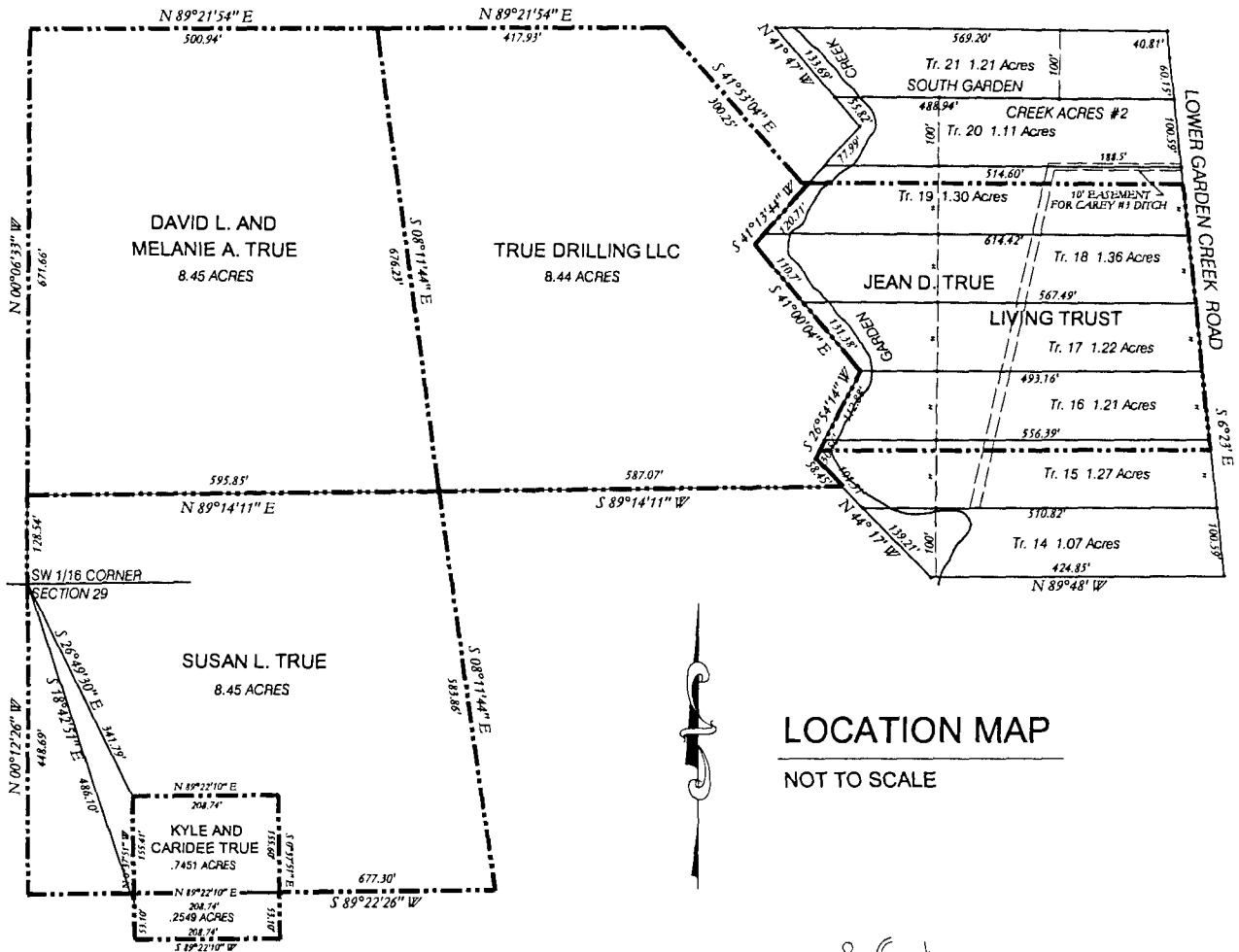
The foregoing instrument was acknowledged before me for True Drilling LLC by
David L. True, Trustee of the David L. True Trust, a Member, this 12th day of
March, 2002.

Witness my hand and official seal. My commission expires: 6/30/05.



Sue E. Baker
NOTARY PUBLIC

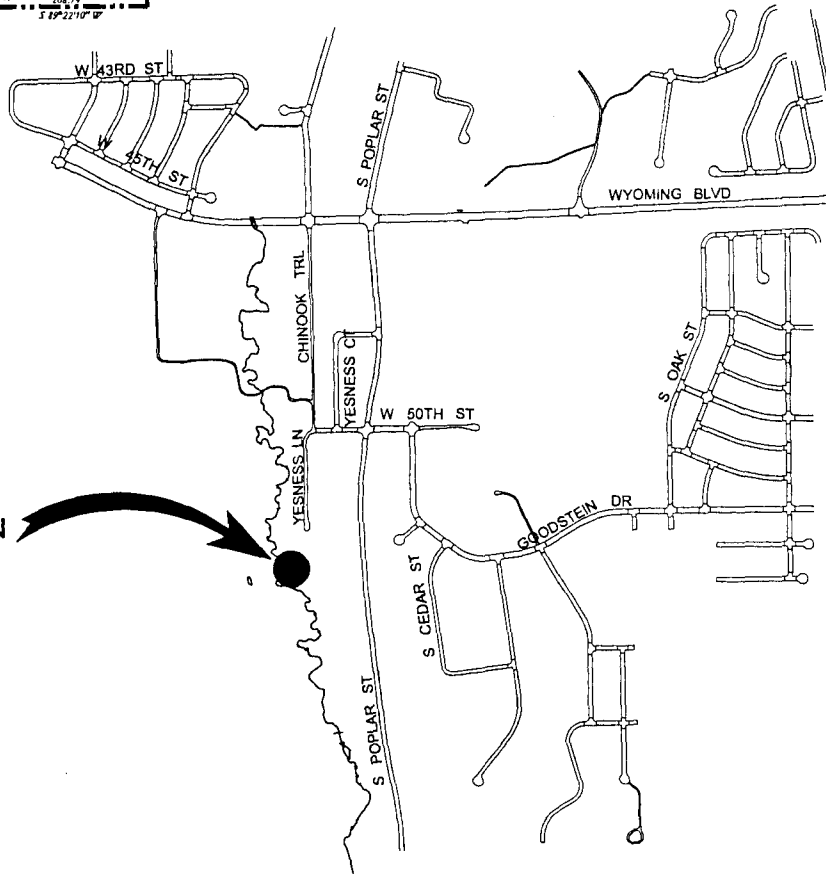
EXHIBIT "A"



LOCATION MAP

NOT TO SCALE

SERVICE LOCATION



VICINITY MAP

NOT TO SCALE

COMMITMENT TO ANNEX TO THE CITY OF CASPER

We, Jean D. True, Living Trust; David L. True and Melanie A. True, husband and wife; Kyle True and Caridee True, husband and wife; Susan L. True; and True Drilling LLC, owners of the following described real estate located in Natrona County, Wyoming, to-wit:

SEE ATTACHMENTS "A", "B", "C", "D", and "E" for the above respectively, for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper at the request of the City Council or on property owner's petition. We further agree to waive any statutory right to protest.

This commitment to annex shall be included in every sale, conveyance or mortgage involving the above-described property and shall be binding upon the current owner and mortgagee, and all heirs, successors in interest and assigns.

3/12/02
Date

Jean D. True
OWNER - Jean D. True, Trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984.

3/12/02
Date

David L. True
OWNER - David L. True

3/12/02
Date

Melanie A. True
OWNER - Melanie A. True

3/12/02
Date

Kyle True
OWNER - Kyle True

3/12/02
Date

Caridee True
OWNER - Caridee True

3/12/02
Date

Susan L. True
OWNER - Susan L. True

3/12/02
Date

David L. True
OWNER - True Drilling LLC
By: David L. True, Trustee of the David L. True Trust, a Member

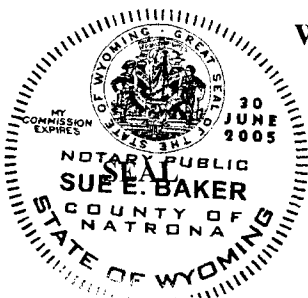
STATE OF WYOMING)ss.
COUNTY OF NATRONA)

2002 APR 5 PM 4 11
NATRONA CO. CLERK WY
JANET ANN COLLINS
RECORDED
R

0690230

The foregoing instrument was acknowledged before me by Jean D. True as Trustee for the "Jean D. True Living Trust Agreement (Revocable)" dated September 14, 1984, this 12th day of March, 2002.

Witness my hand and official seal. My commission expires: 6/30/05



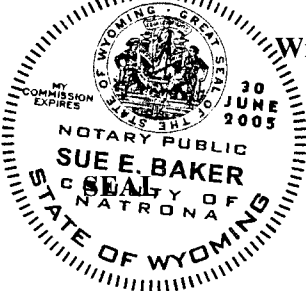
Sue E. Baker
NOTARY PUBLIC

Nancy Rhoades City of Casper

8/20

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by David L. True and
Melanie A. True this day of March, 2002.
12th

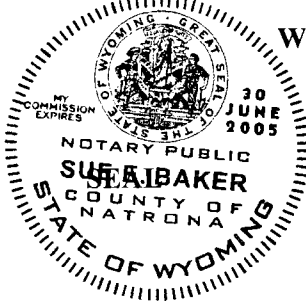


Witness my hand and official seal. My commission expires: 6/30/05

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Kyle True and Caridee
True this 12th day of March, 2002.



Witness my hand and official seal. My commission expires: 6/30/05

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Susan L. True this
12th day of March, 2002.

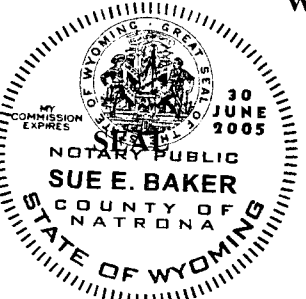


Witness my hand and official seal. My commission expires: 6/30/05

Sue E. Baker
NOTARY PUBLIC

STATE OF WYOMING) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me for True Drilling LLC by David L. True,
Trustee of the David L. True Trust, a Member, this 12th day of March, 2002.



Witness my hand and official seal. My commission expires: 6/30/05

Sue E. Baker
NOTARY PUBLIC

ATTACHMENT "A"

Jean D. True Living Trust

A Property Described as Follows:

A part of Tract 15; all of Tracts 16; 17 and 18; and part of Tract 19; in South Garden Creek Acres No. 2, subdivision of a portion of the $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ and $SW\frac{1}{4}NE\frac{1}{4}$ of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming;

Said part of Tract 15 being more particularly described as follows:

Beginning at the northeast corner of said Tract 15; thence S. $6^{\circ}23'$ E. along the East boundary of said Tract 15, a distance of 15 feet to a point; thence S. $89^{\circ}48'$ W. in a straight line to a point on the West boundary of said Tract 15; thence North $27^{\circ}26'$ E. along the West boundary of said Tract 15, a distance of 17 feet to the northwest corner of said Tract 15; thence N. $89^{\circ}48'$ E. in a straight line and along the North boundary of said Tract 15 to the northeast corner of said Tract 15 and the point of beginning, and

Said part of said Tract 19 being more particularly described as follows:

Beginning at the southeast corner of said Tract 19; thence S. $89^{\circ}48'$ W. in a straight line along the South boundary of said Tract 19 to a point on the West boundary of said Tract 19, being the most westerly corner thereof; thence N. $41^{\circ}27'$ E. a distance of 100 feet to a point on the West boundary of said Tract 19; thence N. $89^{\circ}48'$ E. in a straight line to a point on the East boundary of said Tract 19, which point is 25 feet S. $6^{\circ}23'$ E. of the northeast corner of said Tract 19; thence S. $6^{\circ}23'$ E. a distance of 75.59 feet to the point of beginning.

ATTACHMENT "B"

**David L. True and Melanie A. True,
husband and wife, as tenants by the entirety**

A Property Described as Follows:

Parcel ""B" being a parcel of land in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

The point of beginning of this survey is marked by a brass cap at the southwest one-sixteenth corner of said Section 29. From said southwest one-sixteenth corner of Section 29, proceed N.00°06'33"W. along the west one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29, a distance of 128.54 feet to a Surv Kap marking the southwest corner of this Parcel "B", which is the point of beginning in describing the boundaries of said parcel; thence continuing N.00°06'33"W. an additional distance of 671.66 feet along the west one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 to a point marked by a $\frac{1}{2}$ inch pipe, being the northwest corner of said Parcel "B"; thence N.89°21'54"E. a distance of 500.94 feet to a Surv Kap marking the northeast corner of said Parcel "B"; thence S.08°11'44"E. a distance of 676.23 feet to a Surv Kap marking the southeast corner of said Parcel "B"; thence S.89°14'11"W. along a line parallel to the south one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 a distance of 595.85 feet to a Surv Kap marking the point of beginning.

The parcel herein described contains 8.45 acres, more or less.

690230

4 of 8

ATTACHMENT "C"

**Kyle True and Caridee True,
husband and wife**

A Property Described as Follows:

Description No. 1:

A tract of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, T33N, R79W, 6th P.M., Natrona County, Wyoming, and lying north of the south line of a parcel of land described elsewhere as 'Parcel A' and is described more particularly as follows:

Beginning at a point which lies S26°49'30"E, 341.79 feet from the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29;
thence N89°22'10"E, 208.74 feet along the north line of said tract, to a point;
thence S0°37'51"E, 155.60 feet along its east line, to a point;
thence S89°22'10"W, 208.74 feet along its south line and the south line of said 'Parcel A', to a point;
thence N0°37'51"W, 155.41 feet to the point of beginning, and containing 0.7451 acres, more or less.

Description No. 2:

A tract of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, T33N, R79W, 6th P.M., Natrona County, Wyoming, and lying south of the south line of a parcel of land described elsewhere as 'Parcel A' and is described more particularly as follows:

Beginning at a point which lies S18°42'51"E, 486.10 feet from the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29;
thence N89°25'21"E, 208.74 feet along the north line of said tract, and the south line of said 'Parcel A' to a point;
thence S0°37'51"E, 53.10 feet along its east line to a point;
thence S89°22'10"W, 208.74 feet along its south line to a point;
thence N0°37'51"W, 53.30 feet to the point of beginning, and containing 0.2549 acres, more or less.

690230

ATTACHMENT "D"

Susan L. True

A Property Described as Follows:

Parcel "A" being a parcel of land in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

The point of beginning is marked by a brass cap at the southwest one-sixteenth corner of said Section 29. From said southwest one-sixteenth corner of Section 29, proceed N.00°06'33"W. along the west one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29, a distance of 128.54 feet to a Surv Kap marking the northwest corner of the parcel; thence N.89°14'11"E. along a line parallel to the south one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29, a distance of 595.85 feet to a Surv Kap marking the northeast corner of the parcel; thence S.08°11'44"E., a distance of 583.86 feet to a Surv Kap marking the southeast corner of the parcel, said southeast corner being on the south line of what was formerly known as the Exeter Tract; thence S.89°22'26"W. along the south line of said Exeter Tract a distance of 677.30 feet to a Surv Kap marking the southwest corner of the parcel and the southwest corner of said Exeter Tract; thence N.00°12'26"W. along the west one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 a distance of 448.69 feet to said brass cap, the point of beginning.

The parcel herein described contains 8.45 acres, more or less.

Excepting therefrom a tract of land described as Description No. 1 on Attachment "C", attached hereto and by this reference made a part hereof.

Attached as part of Attachment "D"

ATTACHMENT "C"

**Kyle True and Caridee True,
husband and wife**

A Property Described as Follows:

Description No. 1:

A tract of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, T33N, R79W, 6th P.M., Natrona County, Wyoming, and lying north of the south line of a parcel of land described elsewhere as 'Parcel A' and is described more particularly as follows:

Beginning at a point which lies S26°49'30"E, 341.79 feet from the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29;

thence N89°22'10"E, 208.74 feet along the north line of said tract, to a point;

thence S0°37'51"E, 155.60 feet along its east line, to a point;

thence S89°22'10"W, 208.74 feet along its south line and the south line of said 'Parcel A', to a point;

thence N0°37'51"W, 155.41 feet to the point of beginning, and containing 0.7451 acres, more or less.

Description No. 2:

A tract of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, T33N, R79W, 6th P.M., Natrona County, Wyoming, and lying south of the south line of a parcel of land described elsewhere as 'Parcel A' and is described more particularly as follows:

Beginning at a point which lies S18°42'51"E, 486.10 feet from the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29;

thence N89°25'21"E, 208.74 feet along the north line of said tract, and the south line of said 'Parcel A' to a point;

thence S0°37'51"E, 53.10 feet along its east line to a point;

thence S89°22'10"W, 208.74 feet along its south line to a point;

thence N0°37'51"W, 53.30 feet to the point of beginning, and containing 0.2549 acres, more or less.

690230

7/8
7/8

ATTACHMENT "E"

True Drilling LLC

A Property Described as Follows:

Parcel "C" being a parcel of land in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 29, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being more particularly described as follows:

The point of beginning of this survey is marked by a brass cap at the southwest one-sixteenth corner of said Section 29, and from said southwest one-sixteenth corner of Section 29, proceed N.00°06'33" W. along the west one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 a distance of 128.54 feet to a Surv Kap; thence N.89°14'11"E. along a line parallel to the south one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 a distance of 595.85 feet to a Surv Kap marking the southwest corner of said Parcel "C" and being the point of beginning of this description of said Parcel "C"; thence N.08°11'44"W. a distance of 676.23 feet to a Surv Kap marking the northwest corner of said Parcel "C"; thence N.89°21'54"E. a distance of 417.93 feet to a $\frac{3}{4}$ inch pipe marking the northeast corner of said Parcel "C"; thence S.41°53'04"E. a distance of 300.25 feet to a point marked by a $\frac{1}{2}$ inch pipe; thence N.89°28'48"E. a distance of 10.18 feet to a point marked by a $\frac{1}{2}$ inch pipe; thence S.41°13'44"W. a distance of 120.71 feet to a point marked by a $\frac{1}{2}$ inch pipe; thence S.41°00'04"E. a distance of 241.48 feet to a point marked by a $\frac{1}{2}$ inch pipe; thence S.26°54'14"W. a distance of 143.52 feet to a point marked by a $\frac{1}{2}$ inch pipe; thence S.44°34'39"E. a distance of 58.45 feet to a Surv Kap being the southeast corner of said Parcel "C"; thence S.89°14'11"W. along a line parallel to the south one-sixteenth line of the SW $\frac{1}{4}$ of said Section 29 a distance of 587.07 feet to a Surv Kap marking the point of beginning,

The parcel herein described contains 8.44 acres, more or less

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690230

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 20th day of April, 2010, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Samuel Joseph Vigneri and Stacia Nagel Vigneri, 6666 South Poplar Street, Casper, Wyoming 82601; hereinafter jointly referred to as "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A", which is not within the corporate limits of the City of Casper; and,

WHEREAS, the Owner already receives outside-City water service through an agreement dated July 21, 1987; and,

WHEREAS, a previous owner of the property consummated a Commitment to Annex to the City of Casper dated March 14, 1988; and,

WHEREAS, the Owner desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

WHEREAS, Owner and City have agreed to such service hereinafter stated.

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

1. The properties 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. This property is adjacent to existing City limits.
2. The City will install a sewer service tap to connect to an existing City sewer main at the request of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specification.

The Owner shall be responsible for extending a private force main from the City sewer main to their property. The Owner shall be totally responsible for installation, ownership, operation, and maintenance of the private sewage pump station and force main from their property to the City's sewer main on the east side of South Poplar Street.

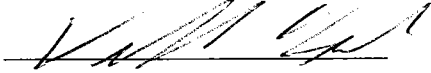
3. The City shall have the right to inspect all sewer system construction. Before connection of the sewer services to any building, all work must be accepted and approved by the City.
4. The Owner will pay to the City the then-current outside-City system investment charge and street lateral charge for each connection to be served with sewer.

Payment will be made prior to actual receipt of sewer service provided by the City. If Owner's lands are annexed into the City within one year of the date of execution of this Agreement, the City shall reimburse Owner the difference between the inside-City and outside-City sewer system investment charge existing at time of payment by Owner. After twelve (12) months from the date of execution, no reimbursement shall be due.


5. 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; and 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.
6. The charge for water and sewer service provided shall be at the City's existing rates 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 at which time the rates will be the existing rates for retail inside-City water and sewer service.
7. The Owner shall be allotted one sewer service connection to the property as shown on Exhibit "A".
8. The Owner shall file with the City a petition to annex the above described real property to the City upon the execution of this Agreement by all parties, and Owner shall prepare and file all other documents or instruments necessary to complete the annexation thereof. The Owner agrees to diligently seek annexation approval. This Agreement shall terminate, and be null and void between the parties in the event the annexation of said lands by the City is not fully completed within one year from the date of this Agreement, and the City shall have the right to terminate all services provided for pursuant to this Agreement.
9. The Owner shall be allotted two (2) years from the date of this Agreement to complete the sewer system construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall terminate, and be null and void between the parties.
10. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et. seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
11. This Agreement, and all terms and covenants contained herein shall be binding upon the Owner and Owner's heirs, successors in interest, and assigns, shall run with and bind the real property described and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records against said real property.

EXECUTED the day and year first above written.

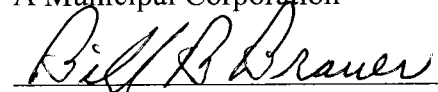
APPROVED AS TO FORM:



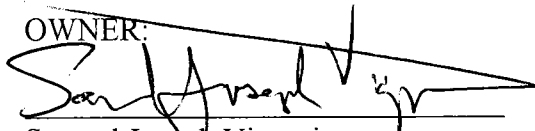
ATTEST:


V.H. McDonald
City Clerk

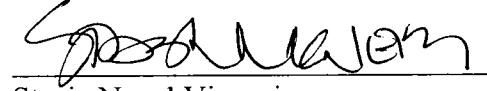
CITY OF CASPER, WYOMING
A Municipal Corporation


Bill B. Brauer
Mayor

OWNER:


Samuel Joseph Vigneri

OWNER:


Stacia Nagel Vigneri

The undersigned mortgagee for Samuel Joseph Vigneri and Stacia Nagel Vigneri hereby agrees to, consents, and ratifies this agreement.

Date

N/A
MORTGAGEE

By: _____

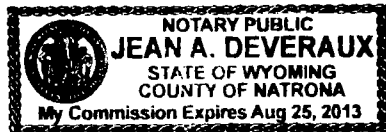
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25 day of
March, 2010 by Samuel Joseph Vigneri.

(seal)



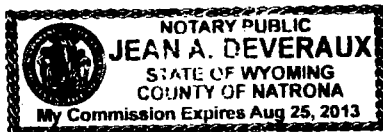
Jean A. Deveraux
NOTARY PUBLIC

My commission expires: August 25, 2013

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25 day of
March, 2010 by Stacia Nagel Vigneri.

(seal)



Jean A. Deveraux
NOTARY PUBLIC

My commission expires: August 25, 2013

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of
_____, 2010 by _____ as the
_____, the
Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

 This instrument was acknowledged before me this 20th day of April, 2010 by Bill B. Brauer as the Mayor of City of Casper, Wyoming, a Wyoming Municipal Corporation.

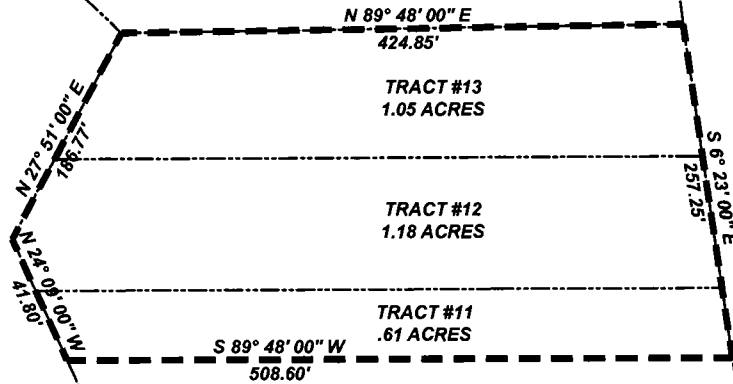
(Seal)

Diane M. Gehrking
NOTARY PUBLIC

My commission expires: January 17, 2011

EXHIBIT "A"

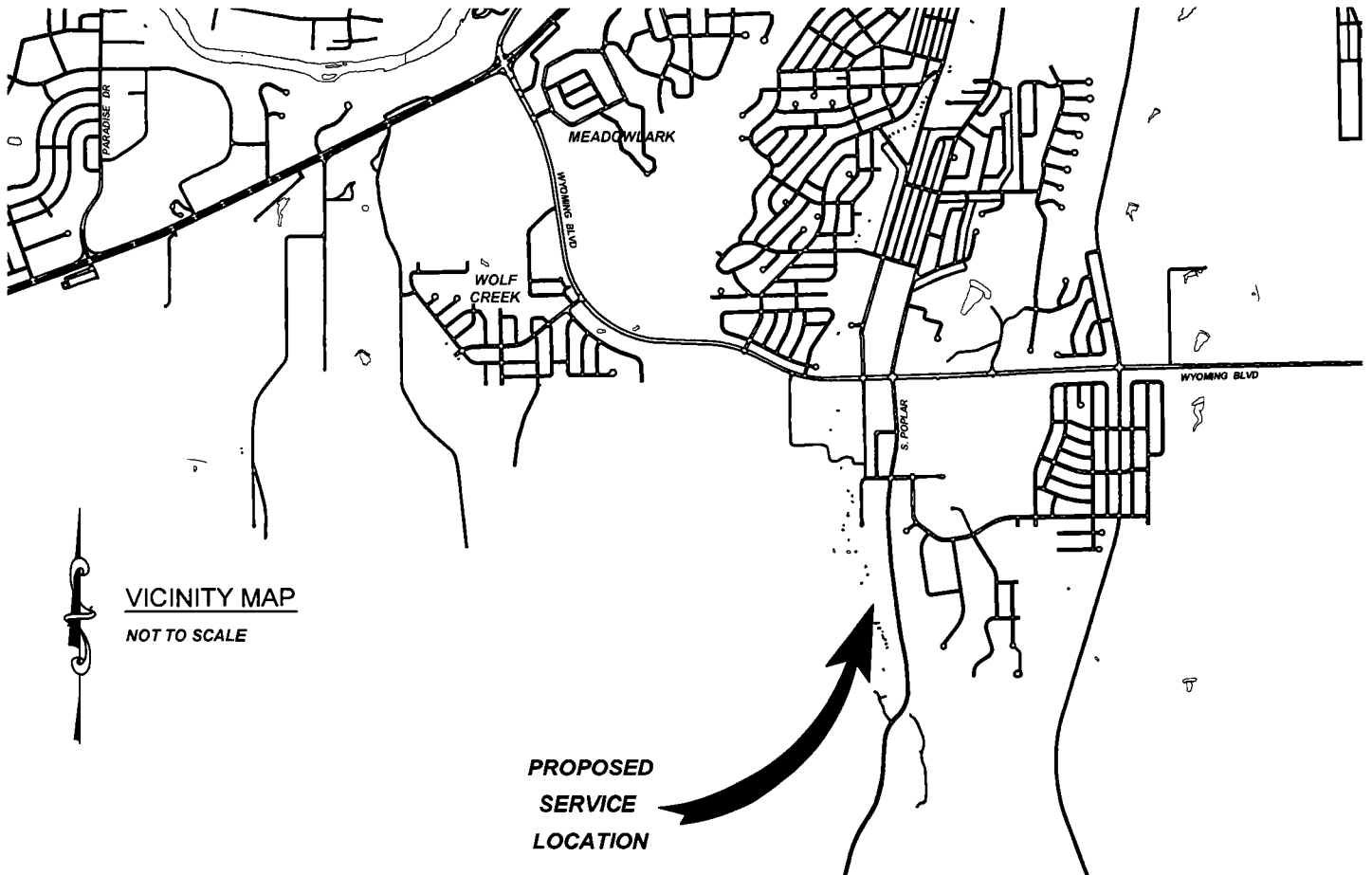
**SAMUEL JOSEPH VIGNERI
AND
STACIA NAGEL VIGNERI
SOUTH GARDEN CREEK ACRES #1
TRACT #13, #12 & N. HALF OF #11
SW $\frac{1}{4}$ SE $\frac{1}{4}$ & THE SE $\frac{1}{4}$ SW $\frac{1}{4}$
SECTION 29, T33N R79W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING**



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LOCATION MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE

AGREEMENT

THIS AGREEMENT made, dated, and signed this 2nd day of February, 1988, by and among the BOARD OF PUBLIC UTILITIES of the City of Casper, Wyoming ("Board"), ELEANOR F. WILSON of 5000 Yesness Lane, Casper, Wyoming, and MARGHERITE WILLIAMS of 5010 Yesness Lane, Casper, Wyoming ("Applicants"), and ratified and approved by the CITY OF CASPER ("City").

WITNESSETH:

WHEREAS, Applicants are the owners of certain lands as shown on Exhibit "A," which are not within the corporate limits of the City of Casper; and,

WHEREAS, Applicants desire to obtain water service from Board for such properties; and,

WHEREAS, Applicants and Board have agreed to such service hereinafter stated, subject to ratification of this Agreement by the City Council of the City of Casper.

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

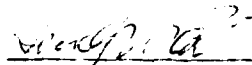
1. Water service to be provided shall be only to the extent that said service is surplus to the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the Board, water service may not be available. Neither the Board of Public Utilities or the City of Casper, Wyoming, waives any immunity under the Wyoming Governmental Claims Act.
2. The property served shall be limited to that area as shown in Exhibit "A." No other property shall be served without the express permission of the Board and the City.
3. The Applicants shall extend water mains to serve their lands as shown generally in Exhibit "A," at the entire expense of Applicants. (Actual location of mains may vary depending upon further analysis by the Board.) All work shall meet the current standards of the Board and shall be constructed in accordance with plans to be approved by the Board.
4. Upon acceptance of the work, the newly-constructed water mains and services serving the area, as well as any existing improvements incorporated into the new system, shall become the property of the Board. No recapture will be due the Applicants for future connection into any improvements installed by the Applicants. Applicants agree to obtain a one-year warranty from their contractor of these improvements, in a form satisfactory to the Board. Applicants shall provide as-built drawings of all improvements installed.
5. The lines shall be constructed in public right-of-way or easements meeting Board requirements.

6. Fire hydrants shall be provided as required by the Board and the Casper Fire Chief.
7. The Board and the City shall have the right to inspect all water main and water service construction. Before connection of water service to any existing building, all work must have been accepted and approved by the Board.
8. All water meters shall be obtained from the Board and installed according to the regulations of the Board.
9. The Applicants will pay to the Board the then-current outside-city connection charge for each customer to be served with water. Payment will be made prior to actual receipt of water provided by the Board. If Applicants' lands are annexed into the City within one year of the date of execution of this Agreement, the Board shall reimburse Applicants the difference between the inside-city and outside-city connection charge existing at the time of payment by the Applicants.
10. The Applicants agree to abide by the rules and regulations of the Board regarding the use of its water facilities. The charge for water provided shall be at the Board's existing rate as the same shall apply from time to time for all retail outside-city water service.
11. Applicants agree to construct any future improvements on the property served in accordance with City of Casper building codes, and obtain building permits from the City or County for all construction subsequent to the date of this Agreement.
12. The Applicants agree that they shall make necessary provisions so that each building to be served shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3 1/2 gallons, aerators (which provide for a maximum flow of 1.0 gpm) on all bathroom sinks, and water saving shower heads to limit flows to a maximum of 3.0 gpm.
13. The Applicants shall be allocated two (2) 3/4" service connections and meters, to the properties shown in Exhibit "A." The maximum use of water shall be limited to 43,200 gallons per month per 3/4" connection.
14. The Applicants shall be allowed two years from the time of ratification by the Casper City Council to complete the necessary improvements. Should construction not be completed within this time period, this agreement shall become null and void, and a new agreement will be necessary.
15. The Applicants and their respective mortgagee shall execute a commitment to annex their property to the City of Casper on the form attached hereto as Commitment to Annex.

16. All land use, subdivision, and zoning within the Applicants' lands shall be approved by the City, and shall be in conformance with the general plan of the City.
17. This agreement shall be binding upon the current Applicants and all heirs, successors in interest, and assigns.

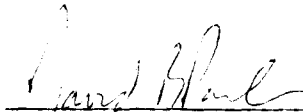
EXECUTED the day and year first above written.

ATTEST:



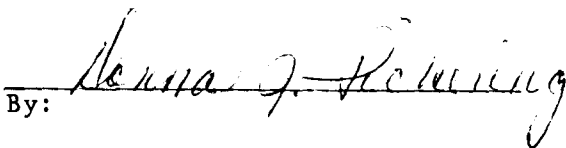
Hardy V. Ratcliff
Secretary

CASPER BOARD OF PUBLIC UTILITIES



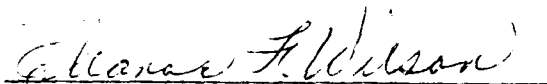
David B. Park
Vice-President

ATTEST:

By: 

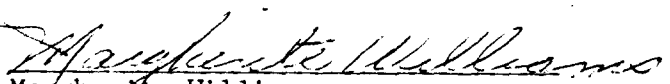
Eleanor F. Wilson
5000 Yesness Lane
Casper, Wyoming 82601

APPLICANT



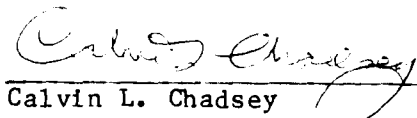
Eleanor F. Wilson
5000 Yesness Lane
Casper, Wyoming 82601

APPLICANT



Margherite Williams
5010 Yesness Lane
Casper, Wyoming 82601

ATTEST:



Calvin L. Chadsey
City Clerk

CITY OF CASPER
A Municipal Corporation



Larry R. Clapp
Mayor



— EXISTING LINE
- - - PROPOSED LINE

AREA TO BE SERVED

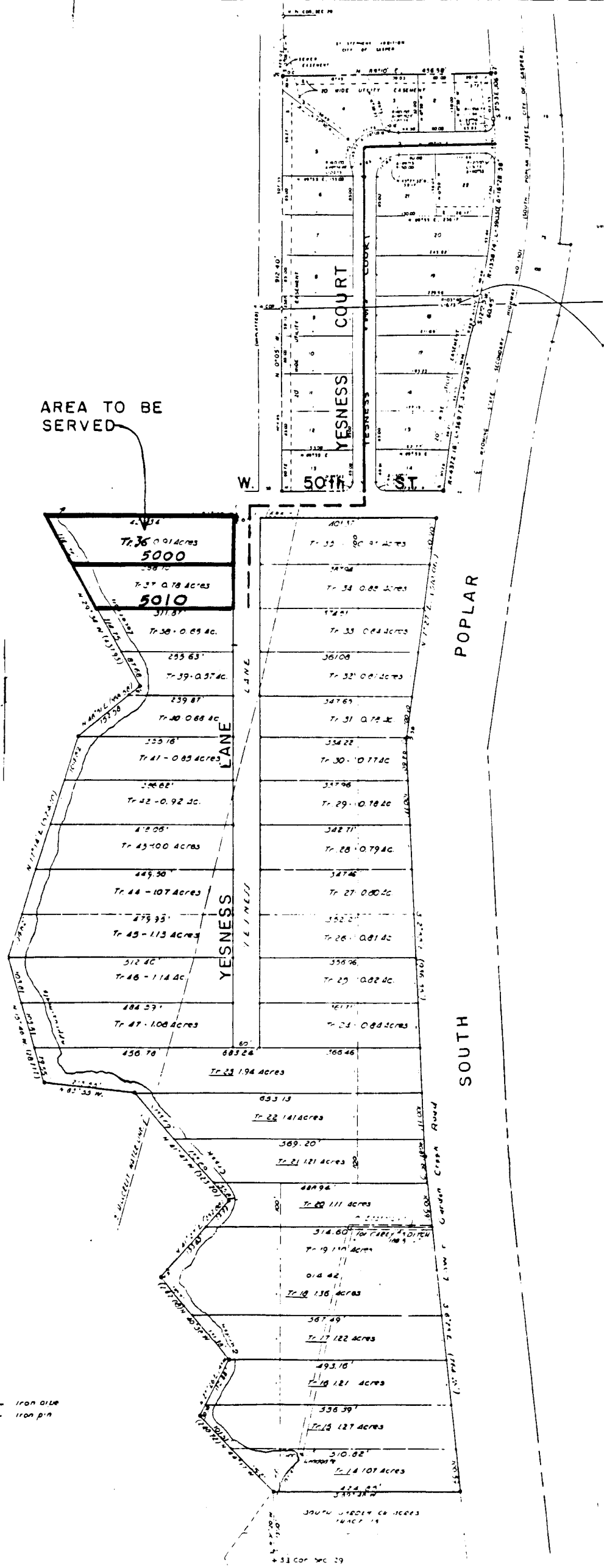


EXHIBIT A

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

WE, ELEANOR F. WILSON and RICHARD L WILSON

_____, Owners, and _____,

~~Mortgagee~~, of the following-described real property, to-wit:

Tract 36 in South Garden Creek Acres No. 2,
Natrona County, Wyoming,

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming, at the request of the City Council, or on Property Owner's Petition. We further agree to waive any statutory right to protest. Annexation of subject property shall include the right of Owners (a) to retain their existing septic systems, subject to the then-existing rules, regulations and statutes; (b) to retain a private sanitary disposal contractor; (c) to retain their existing land use and amenities and any zoning shall be that which is most compatible therewith; (d) sidewalk, curb, gutter and street improvements shall not be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, conveyance, or mortgage involving the above-described property, and shall be binding upon the Owners, Mortgagees, their heirs, successors in interest, and assigns.

DATED this 8th day of February, 1988

Eleanor F. Wilson
OWNER

Richard L. Wilson
OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by ELEANOR F. WILSON and RICHARD L. WILSON, this 8 day of February, 1988.

80

Mable Brogden
Notary Public
MABLE BROGDEN - Notary Public
County of
Natrona
My Commission Expires July 18, 1990

My Commission Expires: July 18, 1990

RECORDED	Dec 12th 1988	AT 10:29 O'CLOCK AM
INSTRUMENT NO.		45446
JOHN L. TOBIN	NATRONA COUNTY CLERK CASPER, WYOMING	

COMMITMENT TO ANNEX
TO THE CITY OF CASPER, WYOMING

I, Margherite Williams and _____
_____, Owners, and _____,

Mortgagee, of the following-described real property, to-wit:

Tract 37, Garden Creek Acres No. 2

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming, at the request of the City Council, or on Property Owner's Petition. We further agree to waive any statutory right to protest. Annexation of subject property shall include the right of Owners (a) to retain their existing septic systems, subject to the then-existing rules, regulations and statutes; (b) to retain a private sanitary disposal contractor; (c) to retain their existing land use and amenities and any zoning shall be that which is most compatible therewith; (d) sidewalk, curb, gutter and street improvements shall not be required.

THIS COMMITMENT TO ANNEX shall be included in every sale, conveyance, or mortgage involving the above-described property, and shall be binding upon the Owners, Mortgagees, their heirs, successors in interest, and assigns.

DATED this 31 day of May, 19 88.

Margherite Williams
OWNER

OWNER _____

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

The foregoing instrument was acknowledged before me by Margherite Williams and _____, this 31st day of May, 19 88.



Louise Lee Swendsen
Notary Public

My Commission Expires: March 29, 1990

FOR IMMEDIATE RELEASE

For more information, contact:

Jennifer Non

Jennifer.Non@aopa.org

301-695-2214

AOPA ANNOUNCES 2020 FLY-IN LOCATIONS

FREDERICK, MD – Dec. 5, 2019 – The Aircraft Owners and Pilots Association (AOPA) has announced its much anticipated 2020 fly-in locations. The coveted three location, two-day events, will kick off May 29 and 30 in San Marcos, Texas (KHYI), followed by June 19 and 20 in Casper, Wyoming (KCPR), and close out the fly-in season Sept. 11 and 12 in Rochester, New York (KROC).

Each location has a personality of its own. From music to rodeos, car shows to airshows, and Wild West excursions to metropolitan vibes, the 2020 fly-in locations will have something for everyone.



The fly-in at San Marcos will be a new and unique experience with AOPA co-locating its event as the Featured Sponsor with Go Wheels Up! Texas for an exciting weekend that will include regular AOPA Fly-In programming, along with an airshow, concert series, and a car show.

Attendees at the San Marcos, Casper, and Rochester fly-ins will have a chance to

experience the AOPA programming they've come to enjoy with a Friday night Flightline Cookout, short takeoff and landing (STOL) invitational, drone show, seminars, exhibits, and more!

"This year's AOPA Fly-Ins will take us to two new states in parts of the country we've not yet visited with exciting opportunities to explore their unique strengths," said AOPA Senior Director of Outreach and Events, Chris Eads. "And, we will also revisit the roots of our regional fly-in program by returning to our very first fly-in location from 2014. We are looking forward to a fun year with lots of new flying adventures, and we hope you can join us!" Eads continued.



AOPA's two-day fly-ins will continue with in-depth workshops on Fridays before the main Saturday event. The all-day intensive workshops, which in the past have included ground school for IFR proficiency; owner-performed maintenance; VFR long cross-country flight, and mountain flying techniques and survival skills; and aviation adventures, proved wildly popular with members and will continue to be offered in the 2020 fly-in season.

"We will be bringing back some of the most requested workshops for 2020 offering engaging lessons to improve aviation knowledge and safety," said Eads. "And, as always, we are working hard to create new and exciting opportunities for pilots of all levels to improve and expand their skills."

Read AOPA's [announcement](#).

Since 1939, AOPA has protected the freedom to fly by creating an environment that gives people of all ages the opportunity to enjoy aviation and all it has to offer. AOPA is the world's largest community of pilots, aircraft owners and aviation enthusiasts with representatives based in Frederick, Md., Washington, D.C., and seven regions across the United States. The association provides member services including advocacy at the federal, state, and local levels, legal services, flight training, and safety programs, and award-winning media. AOPA specializes in making aviation more accessible to everyone. To learn more, visit www.aopa.org.

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Budgetary Preparation

Dec. 9th & Dec. 10th

Dec. 9th

Dec. 10th

Jan. 2nd to Jan. 31st

Jan 14th

Jan 24th

Jan. 28th

Jan. 29th to Feb. 21st

Feb. 3 to Feb 14th

Feb (TBD)

March 10th

March 24th

Mar. 23rd to Apr. 10th

April 14

May 12th

May 18th & 20th

June 4th

June 16th

FY 2021 BUDGET CALENDAR

Capital Budget Class, Instructions to departments, other classes TBD

Capital Improvement Plan (CIP) process begins, includes capital projects and capital equipment for next five years.

Council Work Session Topic - Utility Rate Model Review

City Manager/Dept. Head discussions on requested staffing level changes

Comp Study Kick Off

CIP requests due to Finance

Council Work Session Topic - Community Promotion Funding

Council Work Session Topic - Council Goals Status Update

Department budgets entered into system

Capital Review (Finance, City Manager, Dept Heads, and Managers)

Fire Dept. Union Negotiations Begin

Council Work Session - Capital Budget Review

Council Work Session Topic - Community Promotion Funding

Budget review (City Manager, Dept. Heads, Div. Supervisors & Finance)

Comp and Class Study Review

Tentative budget to Council (to be published in Minutes)

Council Budget Review Work Sessions (Monday & Wed.)

Summary of Proposed Budget Submitted To Council (published in minutes)

Set Public Hearing Date of June 16, 2020 For City Budget

Public Hearing on FY 20 Budget Adoption/Action on Resolution/Publication

2020 COUNCIL
WORKSESSION DATES

Jan. 14
Jan. 28
Feb. 11
Feb. 25
Mar. 10
Mar. 24
Apr. 14
Apr. 28
May 12
May 26
Jun. 9

City of Casper
Optional 1% and State Shared Sales Tax Receipts
50% of Fiscal Year 2020 has Lapsed

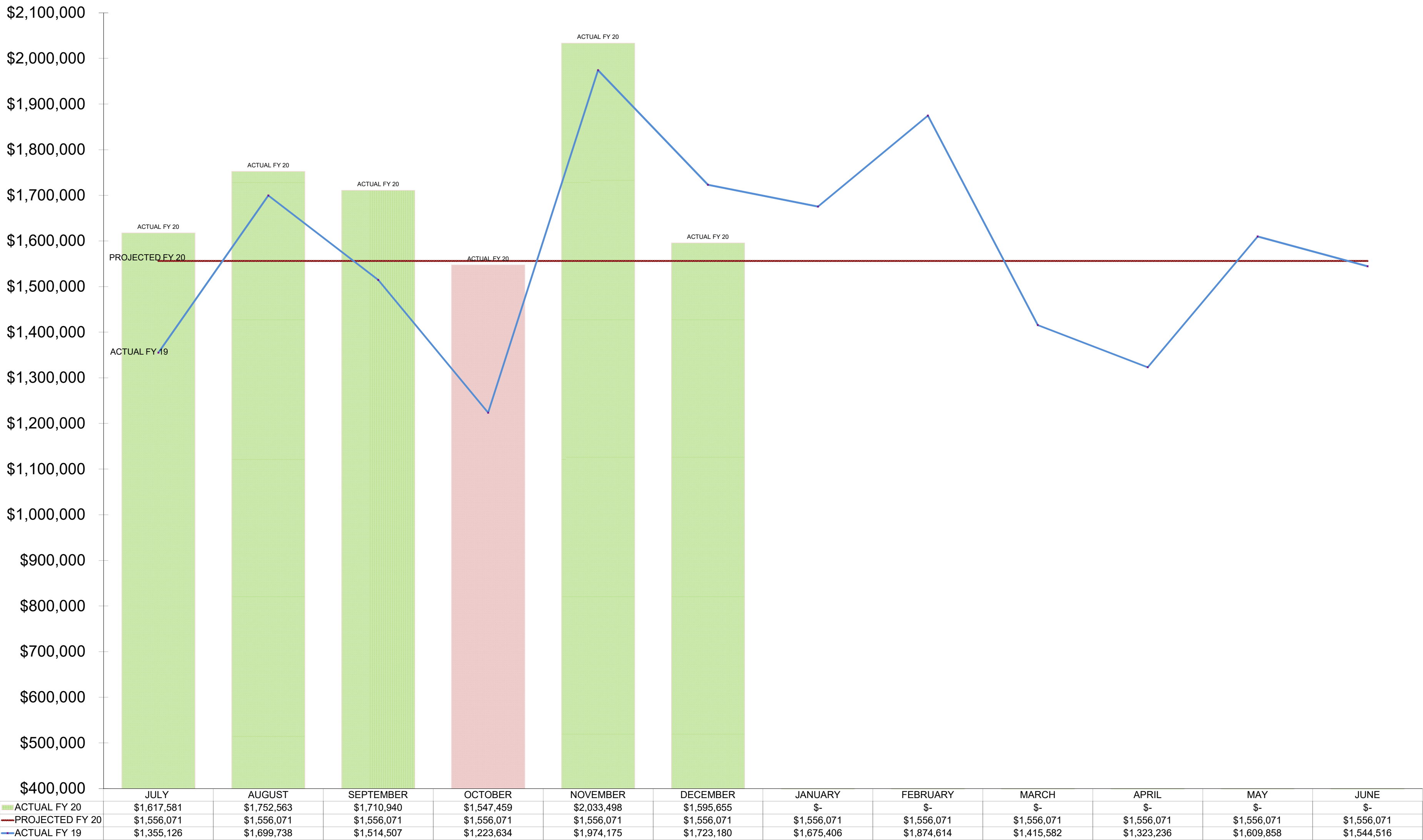
Below is the optional Sales tax report for FY20 we are currently at 50.% of the budget year.

General Fund is up 9.87% from projected year to date which is at 54.93% of budget.

1%16 is up 3.67% from projected year to date which is at 51.84% of budget.

State Shared Sales Tax					
	Date	Amount	Amount		Percent of Annual
	Received	Received	Budgeted	Actual-Budget	Budget
FY 2020 General Fund	7/5/2019	\$ 1,617,581	\$ 1,556,071	\$ 61,510	8.66%
	8/7/2019	1,752,563	1,556,071	196,492	18.05%
	9/6/2019	1,710,940	1,556,071	154,869	27.21%
	10/8/2019	1,547,459	1,556,071	(8,612)	35.50%
	11/6/2019	2,033,498	1,556,071	477,427	46.39%
	12/5/2019	1,595,655	1,556,071	39,584	54.93%
	Jan	-	1,556,071		
	Feb	-	1,556,071		
	Mar	-	1,556,071		
	Apr	-	1,556,071		
	May	-	1,556,071		
	June	-	1,556,071		
	Total FY 2020	\$ 10,257,695	\$ 18,672,852	\$ 921,269	
Optional 1% Tax					
FY 2020 1%16	7/5/2019	\$ 1,348,645	\$ 1,379,092	(30,447)	8.15%
	8/7/2019	1,464,190	1,379,092	85,098	17.00%
	9/6/2019	1,432,890	1,379,092	53,799	25.66%
	10/8/2019	1,303,046	1,379,092	(76,046)	33.53%
	11/6/2019	1,696,732	1,379,092	317,640	43.78%
	12/5/2019	1,332,786	1,379,092	(46,306)	51.84%
	Jan	-	1,379,092		
	Feb	-	1,379,092		
	Mar	-	1,379,092		
	Apr	-	1,379,092		
	May	-	1,379,092		
	June	-	1,379,092		
	Total FY 2020	\$ 8,578,289	\$ 16,549,101	\$ 303,738	
	Total	\$ 18,835,984	\$ 35,221,953	\$ 1,225,007	

Sales Tax FY 2020 Versus Projection and Prior Year



	<u>ACTUAL FY 19</u>	<u>PROJECTED FY 20</u>	<u>ACTUAL FY 20</u>
YTD TOTAL	\$ 9,490,360	\$ 9,336,426	\$ 10,257,695
YTD VARIANCE			\$ 921,269
		% Difference	In Dollars
CHANGE FROM FY20 PROJECTED TO FY19 ACTUAL-SAME MONTH		2.54%	\$477,427
CHANGE FROM FY20 PROJECTED TO FY19 ACTUAL-YEAR TO DATE		9.87%	\$921,269
CHANGE FROM FY19 ACTUAL TO FY20 ACTUAL-SAME MONTH		-7.40%	-\$127,526
CHANGE FROM FY19 ACTUAL TO FY20 ACTUAL-YEAR TO DATE		8.09%	\$767,335

----- Original message -----

From: Beth Andress <bandress@casperwy.gov>

Date: 12/2/19 2:02 PM (GMT-07:00)

To: CityofCasper <cityofcasper@casperwy.gov>, CityCouncil
<CityCouncil@cityofcasperwy.com>

Subject: Hogadon opens Saturday!

Hogadon Basin Ski area will officially open for the winter season on Saturday, December 7th. Lifts will run from 9:00 a.m. to 4:00 p.m.

Hogadon Basin ski area is hoping for all runs to be open. Updated information on run openings can be found on the website and on Hogadon Basin's Facebook and Instagram pages.


The ski area hours for the 2019-2020 season will be Wednesday through Sunday from 9:00 a.m. - 4:00 p.m. Other runs will open as snow making and weather permit.

Cyber Monday Special!!!

Preseason discounted passes are available online at SinclairTix.com until Thursday, December 5th. Regular priced season passes can still be purchased at the ski area or online. Pass holders who purchase their pass online will need to stop at the skier services desk at Hogadon with a valid ID to pick up their pass.

Beth Andress
Park and Recreation Department
City of Casper
(307)235-7562

December 5, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director
SUBJECT: Snow Operations

As a follow-up to our discussion yesterday morning, I misspoke about the capabilities of our AVL system. It simply tracks vehicle location and speed; it does not differentiate between plow up or down, or if we are spreading sand/salt or ice slicer.

From Friday evening, November 29th, through late Saturday afternoon, November 30th, Casper received over 12-inches of snow. This was followed by sustained winds with gusts of over 70-mph Sunday afternoon into Monday afternoon. Crews were mobilized Friday evening and worked 24-hours/day in 12-hour shifts plowing and applying sand/salt & ice slicer. Thirteen plows/sanders, three loaders, three graders, and one snow-blower were utilized. Crews are continuing with 12-hour shifts picking up the windrows throughout the community.

In addition to the 137-miles of arterial and collector streets and school routes plowed and de-iced, crews were dispatched throughout the community to address snow drifts. Valley Hills, Goodstein, Wolf Creek, Gosfield, and Nine-Irons were hit particularly hard. Plowing in residential areas is limited to those streets that are simply impassible otherwise. Residential streets typically only have a paved width of 30-feet, and with parking on both sides, a windrow down the middle significantly limits mobility. Residents may still see plows in their neighborhood that are not plowing, but simply spreading sand/salt and/or ice slicer.

Let me know if you have any questions.