

**COUNCIL WORK SESSION**  
Tuesday, November 25, 2014, 4:30 p.m.  
Casper City Hall  
Council Meeting Room

AGENDA

1. Councilman Hedquist's Request
2. Digital Sign Ordinance
3. Flag Lots/Street Connectivity Standards
4. Assumption of the Ownership, Operation, and Maintenance of the North Platte Water and Sewer District
5. Loan Agreement with the Casper Housing Authority for its Acquisition of Two Buildings from Windy City Enterprises, Inc. to Continue their Use for Developmentally Disabled Housing
6. Executive Session: Property
7. Future Agenda Review

ORDINANCE NO. 29-14

AN ORDINANCE AMENDING CHAPTERS 17.08 AND  
17.96 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO DIGITAL SIGNAGE

WHEREAS, signage enables the public to locate goods, services and facilities within the City of Casper, and promotes free expression; and,

WHEREAS, Section 17.96.010 of the Casper Municipal Code states that the purpose of Chapter 17.96 is to provide for comprehensive and enforceable sign regulations that will protect the community aesthetics from unrestricted use of signs; to allow signs appropriate to the character of each zoning district; to promote traffic safety; to aid police and fire protection; and, for the general health, welfare, and safety of the community; and,

WHEREAS, from time to time it is necessary to update the City's sign regulations to address changing technology and trends; and,

WHEREAS, the use of digital signage has, in recent years, become prevalent across the City of Casper; and,

WHEREAS, digital signage, when properly regulated and utilized, may be compatible with aesthetics in the community; and,

WHEREAS, unregulated digital signage can be detrimental to the aesthetics of the community, and can be excessively distracting to motorists and hazardous to the public; and,

WHEREAS, in order to preserve and enhance the City of Casper as a desirable community in which to live and do business, a pleasing, visually attractive environment is important; and regulating digital signage is a highly contributive means by which to achieve this desired end.

WHEREAS, the regulations herein have been prepared with the intent of enhancing the visual environment of the City and promoting the health, safety and welfare of the community; and,

WHEREAS, the regulations on digital signage are unrelated to the content of the signs, and will further the City's legitimate and substantial government interest in minimizing traffic and safety hazards, and the aesthetics and character of the community; and,

WHEREAS, the Planning and Zoning Commission reviewed and approved the proposed amendments to the Municipal Code pertaining to digital signage on September 23, 2014; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapters 17.08 and 17.96 of the Casper Municipal Code pertaining to digital signage as specified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The following sign-related definitions found in Section 17.08.010 are hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

Sign, Changeable Copy (Automatic). "Automatic changeable copy sign" means a sign or ELECTRONIC MESSAGE CENTER on which the copy OR IMAGE changes automatically on a lampbank or DISPLAY through a PROGRAMMED OR REMOTE electronic or mechanical means.

Sign, Flashing. "Flashing sign" means any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light, OR WHERE THE IDENTICAL MESSAGE, OR A PORTION OF THE MESSAGE IS REPEATED AT A RAPID INTERVAL (LESS THAN EVERY TWO SECONDS) FOR THE PURPOSE OF DRAWING ATTENTION TO THE SIGN. ~~Automatic changing signs such as public service time, temperature, and date sign or electronically controlled message center are classified as "changing signs" not "flashing signs."~~ SIGNS WITH INTERMITTENT LIGHTS, OR THAT CHASE, RUN, SPIN, ROTATE, STROBE OR SCINTILATE ARE CONSIDERED TO BE FLASHING SIGNS.

Sign, Animated. "Animated sign" means any sign which includes SIMULATED MOVEMENT, action or motion CREATED BY THE DISPLAY OF A SERIES OF PICTURES OR IMAGES. ~~The term does not refer to flashing, changing or indexing, all of which are separately defined.~~

SECTION 2:

Section 17.08.010 – Definitions, is hereby amended to add the following definitions related to digital signage:

"Ambient light" means the existing light condition surrounding an area. The light source may be sunlight, or artificial light, or a combination of both.

"Digital Off Premises Advertising Sign" means a computer programmable, off-premises sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

"Dissolve" means a mode of message transition on an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign accomplished by varying the light

intensity or pattern, where the first frame/message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second frame/message.

“Dwell Time” means the interval of time that an Electronic Message Center Sign or a Digital Off-Premises Advertising Sign frame remains static before transitioning to a new message.

“Electronic Message Center Sign (EMC)” means an on-premises, changeable-copy (automatic) sign which uses light emitting display technologies or a combination of lights, or lighted or unlighted panels which are controlled electronically to produce words, symbols, pictures or messages. Includes cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards and other similar electronic technology.

“Fade” means a mode of message transmission on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign accomplished by varying the light intensity, where the first message/frame gradually reduces intensity to the point of not being legible (i.e. fading to black) and the subsequent message/frame gradually increases intensity to the point of legibility.

“Full Motion Video” means a sign feature with simulated continuous movement created by the display of a series of images, typically consisting of a recorded actual event or scene.

“Footcandle” means the English unit of measurement for illuminance, which is equal to one lumen, incident upon an area of one foot.

“Frame” means a complete, static display screen on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

“Illuminance” means the photometric quality most closely associated with the perception of brightness and a measurement of the intensity of light falling on a surface at a given distance from the light source. Illuminance can be measured with a footcandle meter, also known as a luxmeter.

“Scintillate” or “Scintillating” means visual effects such as light flashes, light sparkling, light starbursts, light twinkling, light pulsating, or any other image transition effect or animation in which an image instantly and repeatedly changes for the purpose of attracting attention.

“Scrolling Message” means a mode of message transition on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign where the message appears to move vertically or horizontally across the display surface. For the purpose of regulating Electronic Message Center Signs and Digital Off Premises Advertising Signs,

scrolling shall refer to text only, and not images or symbols which shall instead, be considered either animated signs or full motion video signs.

“Static Message” means a sign message/frame that does not have movement, or the appearance or optical illusion of movement during the display period.

“Transition” means the visual effect of changing from one frame/message to another frame/message on an Electronic Message Center Sign or Digital Off-Premises Advertising Sign.

SECTION 3:

Section 17.96.030(B) – Zoning district provisions, is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

B. Additional Allowances for Commercial and Industrial Zoning Districts. ~~Animated, rotating, and flashing signs will be allowed only in commercial and industrial zoning district. Animation and rotation shall be limited to slow movement. Flashing will be limited to chasing or scintillation or subdued color change. Extreme on and off or strobe type flashing is not permitted.~~

I. Changeable Copy SIGN (AUTOMATIC). Signs on which the copy changes automatically through mechanical means, AND ELECTRONIC MESSAGE CENTER SIGNS (EMC) ~~or electronically through lampbanks, or other electronic methods~~ are allowed, provided the changing of copy OR FRAMES is not detrimental to traffic safety, as determined by the City ~~traffic~~ engineer OR AS SUBSTANTIATED BY A TRAFFIC STUDY. ~~Continuous scrolling messages are not allowed.~~ ELECTRONIC MESSAGE CENTER SIGNS (EMCs) SHALL COMPLY WITH THE FOLLOWING:

- a. EMC SHALL NOT UTILIZE OR PROJECT SOUND.
- b. EMC SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH WOULD MEET THE DEFINITION OF A “FLASHING SIGN” FOUND IN SECTION 17.08.010.
- c. EMC SHALL NOT DISPLAY FULL MOTION VIDEO.
- d. EMC SIGNS DISPLAYING ANIMATION “ANIMATED SIGNS,” ARE PERMITTED.
- e. EMC SIGNS DISPLAYING SCROLLING MESSAGES ARE PERMITTED.
- f. EMC SHALL BE EQUIPPED WITH A SENSOR OR OTHER DEVICE THAT AUTOMATICALLY DETERMINES THE AMBIENT ILLUMINATION, AND SHALL BE PROGRAMMED TO

AUTOMATICALLY ADJUST TO AMBIENT LIGHT CONDITIONS. THE ILLUMINANCE OF AN EMC SHALL NOT INCREASE THE AMBIENT LIGHTING CONDITIONS BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED PERPENDICULAR TO THE EMC FACE AT A DISTANCE DETERMINED BY THE FOLLOWING FORMULA: MEASUREMENT DISTANCE (*IN FEET*) =  $\sqrt{(EMC \text{ SIGN FACE AREA (IN SQUARE FEET)} \times 100)}$ .

- g. IN NO CASE SHALL AN ELECTRONIC MESSAGE CENTER SIGN (EMC) INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.

SECTION 4:

Section 17.96.050 is hereby amended to add the following:

L. DIGITAL OFF-PREMISES ADVERTISING SIGN.

1. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL ADHERE TO THE LOCATION, ZONING, SPACING, HEIGHT, SIZE AND PERMITTING REQUIREMENTS, AS STATED FOR ALL OFF-PREMISES SIGNS.
2. THE MESSAGE, MESSAGES, OR COPY DISPLAYED ON A DIGITAL OFF-PREMISES ADVERTISING SIGN:
  - a. SHALL NOT UTILIZE OR CONSIST OF FLASHING ELEMENTS OR MESSAGES, WHICH MEET THE DEFINITION OF A "FLASHING SIGN" FOUND IN SECTION 17.08.010;
  - b. SHALL DISPLAY ONLY STATIC MESSAGES OR IMAGES, AND SHALL NOT DISPLAY ANIMATION OR FULL MOTION VIDEO.
  - c. SHALL HAVE A DWELL TIME OF A MINIMUM OF EIGHT (8) SECONDS PER STATIC IMAGE;
  - d. SHALL NOT INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES WHEN MEASURED BY A FOOTCANDLE (LUX) METER, PERPENDICULAR TO THE FACE OF THE SIGN, AT A DISTANCE OF:
    - i. ONE HUNDRED FIFTY (150) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA OF NOT MORE THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET;

- ii. TWO HUNDRED (200) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN TWO HUNDRED FORTY TWO (242) SQUARE FEET BUT NOT MORE THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET; AND,
  - iii. TWO HUNDRED FIFTY (250) FEET FOR A DIGITAL BILLBOARD WITH A SURFACE AREA GREATER THAN THREE HUNDRED SEVENTY EIGHT (378) SQUARE FEET.
3. IN NO CASE SHALL A DIGITAL OFF-PREMISES ADVERTISING SIGN INCREASE THE AMBIENT LIGHTING LEVEL BY MORE THAN 0.3 FOOTCANDLES, AS MEASURED AT THE PROPERTY LINE OF AN ADJACENT RESIDENTIAL-USE PROPERTY. AN ADJACENT PROPERTY DOES NOT HAVE TO ABUT THE PROPERTY ON WHICH THE SIGN IS LOCATED.
  4. ALL DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE A LIGHT SENSING DEVICE TO ADJUST THE BRIGHTNESS OF THE SIGN AS AMBIENT LIGHT CONDITIONS CHANGE, IN CONFORMANCE WITH THE REQUIREMENTS OF THIS SECTION.
  5. TRANSITIONS BETWEEN MESSAGES SHALL BE COMPLETED IN TWO (2) SECONDS OR LESS BY EMPLOYING AN IMMEDIATE, DISSOLVE, OR FADE METHOD.
  6. THE USE OF SOUND IS PROHIBITED.
  7. DIGITAL OFF-PREMISES ADVERTISING SIGNS SHALL HAVE AN AUTOMATIC SHUTDOWN MECHANISM WHICH TURNS OFF THE SIGN IN THE EVENT OF A MALFUNCTION.

SECTION 5:

This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 4<sup>th</sup> day of November, 2014.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the  
day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

William Tomblin III

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Paul L. Meyer  
Mayor

November 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, Associate Planner  
Aaron Kloke, Planner I  
Chairman and Members of the Planning and Zoning Commission

SUBJECT: Flag Lots/Street Connectivity Standards

Recommendation:

That Council provide the Planning & Zoning Commission and staff with direction regarding flag lots and street connectivity standards for commercial areas.

Summary:

In recent months, the Planning & Zoning Commission has expressed concerns regarding the prevalence of flag lots appearing within commercial subdivisions predominately along East 2<sup>nd</sup> Street, east of Wyoming Boulevard. In a recent training session on November 5<sup>th</sup>, staff and the Commission studied recent commercial development patterns and subdivisions in relation to the public street network. This prevalence of flag lots was found to be associated with large block sizes, particularly with blocks that generally exceed 600 to 750 ft. in depth (front to back) from public road frontage.

These larger than average blocks occur due to a lack of public streets to subdivide them and an absence of a street hierarchy consisting of local and collector streets to further arrange development parcels in an orderly manner. It was ultimately determined that flag lots are rather a symptom of an even larger concern, that being a lack of street connectivity. Further discussion revealed concerns for other issues associated with a lack of street connectivity including traffic congestion and safety, shortage of easy and safe access to commercial areas, and bicycle and pedestrian safety. Also discussed were insufficient arterials and a lack of a street hierarchy using local and collector roads which can lead to problems concerning access management and an even distribution of traffic. Similar concerns have been expressed within the recent Blackmore Road Sub Area Transportation Plan, a study and plan conducted by our Casper Area Metropolitan Planning Organization (MPO) in May of 2013.

Street connectivity has been addressed most recently in 2006 regarding residential areas. Section 16.16.020 (B) limits residential block length to a range of five hundred (500) to seven hundred fifty (750) feet in length. This section also outlines that pedestrian ways or trails may be required when block lengths exceed five hundred (500) feet in length to provide for pedestrian connectivity. This section does not provide for standards in regards to commercial blocks.

Further street connectivity standards for commercial areas may address several concerns in addition to flag lots. These standards may decrease traffic on arterial streets, provide for safer and greater access to commercial areas and their respective businesses, provide greater emergency vehicle access and reduced response time, improve quality of utility connections, and provide for local streets and more direct routes for nonmotorized modes of transportation such as walking and bicycling. Common concerns associated with street connectivity standards include the possible threat to the profitability of developments, increase in infrastructure costs, and the increase of impervious surfaces.

Staff is looking for direction from Council as to how to proceed with these concerns and to decide whether an internally conducted study or plan is necessary for consideration of street connectivity standards for commercial areas and specifically, to ascertain whether there is support for this initiative.

November 14, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Assumption of ownership, operation, and maintenance of the North Platte Water and Sewer District

Recommendation

That Council consider by resolution an agreement for City of Casper assumption of ownership, operation, and maintenance of the North Platte Water and Sewer District Water Distribution and Wastewater Collection Systems

Summary

The City has provided North Platte Water and Sewer District with wholesale water and sewer service since 1977 with the most recent contract dated October 5, 1999. In 2009, the City assumed ownership of the North Platte Lift Station, located on Kati Lane directly north of the Ramada Plaza Riverside Hotel, from the District.

The District desires to transfer the ownership of its remaining water distribution and wastewater collection systems to the City and dissolve itself. The District has no remaining debt for its water distribution and wastewater collections systems.

The District's wastewater collection system is in acceptable condition for assumption by the City for ownership, operation, and maintenance. The District's water distribution system has need for minor improvements and upgrades but the City can perform these minor improvements and upgrades over a period of time as needed.

The proposed agreement is a three-way agreement between the City, the North Platte Water and Sewer District, and Natrona County as Natrona County has certain rights under State Statutes regarding water and sewer districts.

Upon dissolution of the District, all of its remaining monetary reserves shall become the property of the City and shall be transferred to the City's Water and Sewer Fund reserves.

North Platte Water and Sewer District has customers who are inside City limits and others who are outside City limits. In the agreement, all customers inside-city limits shall pay inside-city retail water and sewer rates while outside-city customers shall pay outside-city retail rates.

In accordance to State Statutes, following the consummation of the agreement and the preparation of documents transferring the District's rights, title, and interest in its water distribution system and its wastewater collection system, an Ordinance needs to be approved by the City accepting the ownership, operation and maintenance of the systems.

The Casper Public Utilities Advisory Board at its regular October 22, 2014 meeting conceptually approved this agreement.

**AGREEMENT FOR THE ASSUMPTION OF THE OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES OF THE NORTH PLATTE WATER AND SEWER DISTRICT WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS BY THE CITY OF CASPER, WYOMING.**

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as "City"; Natrona County, Wyoming, 200 N. Center Street, Casper, Wyoming 82601, hereinafter referred to as "County"; and North Platte Water and Sewer District, P.O. Box 614, Casper, Wyoming 82602, hereinafter referred to as "District."

**RECITALS**

WHEREAS, the City currently provides the District with wholesale water and sewer service for the benefit and use of the owners and occupiers of lands within the District boundaries as shown in Exhibit "A" in accordance to an agreement dated October 5, 1999; and,

WHEREAS, an agreement between the City and the District dated February 18, 2009 transferred all of the District's right, title, and interest in and to the North Platte Lift Station, including equipment, easements, property, and suspension bridge over the North Platte River to the City; and,

WHEREAS, the District has no remaining debt for its water distribution and wastewater collections systems; and,

WHEREAS, the District desires to transfer the ownership of its remaining water distribution and wastewater collection systems (hereinafter the "District's water and sewer systems") to the City pursuant to W.S. § 41-10-101 *et seq.* and thereafter dissolve itself; and,

WHEREAS, part of the District's boundary as shown in Exhibit "A" is inside Casper City limits and part of the District's boundary is outside Casper City limits in Natrona County; and,

WHEREAS, Natrona County currently has jurisdiction over the District; and,

WHEREAS, The County has no desire to assume the ownership, operation and maintenance of the District's water and sewer systems currently located in Natrona County; and,

WHEREAS, The County, due to the transfer of the District's assets to the City and the City's agreement to operate and maintain these assets, agrees that any and all monetary reserves of the District, after the payment of all reasonable dissolution expenses, shall be the sole and separate property of the City free and clear of any claim by the County; and,

WHEREAS, the District's water and sewer systems are in acceptable condition for assumption by the City for ownership, operation, and maintenance; and,

WHEREAS, all of the retail customer water meters in the District's boundaries have been replaced with City meters through previous agreements between the City and the District; and,

WHEREAS, all of the retail customer water meters in the District's boundaries are already read monthly by the City through previous agreements between the City and the District; and,

WHEREAS, the District's water distribution system has need for minor improvements and upgrades to bring the system up to acceptable standards which the City is agreeing to perform pursuant to the terms and conditions of this agreement; and,

WHEREAS, under State law, the City can accept for ownership, operation, and maintenance the District's water and sewer systems and perform the necessary improvements and upgrades needed over a period of time; and,

WHEREAS, the assumption of ownership, operation, and maintenance by the City of Casper of the District's water and sewer systems is in the best interest of all parties.

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

1. The City over a period of time, and as needed, will perform all improvements, repairs, and upgrades needed to the District's water and sewer systems consisting, but not limited to the following: replacement and/or repair of substandard fire hydrants; raising of fire hydrants; replacement of substandard valves; realigning valve boxes; raising valve boxes; and replacement and/or installation of curb stops for all customers. The need for these improvements and upgrades will not affect the ability of the City to provide safe and reliable water service to the District's customers.
2. The District, at its sole cost and expense, shall prepare a listing of all easements, rights-of-way, license agreements, or other similar legal documents which provide for the installation, operation, maintenance, replacement or repair of its entire water and sewer systems. The District shall provide a legal opinion as to the accuracy of all of the above documents and provide an opinion that all of the District's water and sewer systems are located in proper perpetual easements, rights-of-way, license agreements or other similar legal documents. This agreement is contingent upon receipt by the City of an affirmative written legal opinion from the District's legal Counsel in a form acceptable to the City. The District shall obtain, in forms acceptable to the City appropriate perpetual easements or rights-of-ways for any part of its water and sewer systems for which the District does not have full and complete perpetual easements and/or right-of-ways therefore. In the event the District is unable to obtain any such easement or right-of-way, this agreement shall be voidable in the sole discretion of the City upon written notice from the City to the District and the County.

3. Natrona County hereby consents to the conveyance of all right, title, or interest it may have in District assets (for both the District's water and sewer systems) to the City for ownership, operation, and maintenance. Furthermore, the County hereby consents to allow the City to use its roads and the sub-surface thereof for installation, operation, maintenance, and replacement or repair of the District's water and sewer systems as may be located therein.
4. The County hereby consents and conveys all right, title, or interest it may have in any and all remaining monetary reserves held by the District upon its dissolution. Upon dissolution of the District, all of its remaining monetary reserves shall become the sole and separate property of the City, free and clear of any claim by the County, and shall be transferred to the City's Water and Sewer Fund reserves.
5. The District (provided that the District has complied with Section 2 above) within thirty (30) days following the execution of this agreement by all parties hereto shall:
  - A. Transfer all of its right, title, and interest in its water and sewer systems, and any and all easements, rights-of-way, license agreements, or other similar legal documents therefore, including all ancillary equipment and real property associated therewith to the City by appropriate quit claim deeds, bills of sale, and easement and/or rights-of-way license agreement assignments in forms acceptable to the City.

Following the delivery of these documents to the City, they will be held by the City pending the approval of an Ordinance by the Casper City Council accepting the operation and maintenance of the District's water and sewer systems, its assets, easements, and right-of-ways pursuant to W.S. § 41-10-156(c). The ownership, and the risk of loss to the District's assets will be transferred to the City on the date of the publication of said Ordinance following its passage by the Casper City Council and the City shall thereafter operate, and maintain the systems to provide water and sewer service within the boundaries as shown in Exhibit "A."

Said Ordinance shall be conditioned upon the District transferring to the City its reserves within thirty (30) days of the publication thereof as provided in Section 5.C below. Upon the publication of said Ordinance, and the receipt by the City of the District's reserves as provided herein, the District shall, pursuant to W.S. § 41-10-113(a)(xxiv), be dissolved upon the City Clerk filing the certificate referenced therein with the Wyoming Secretary of State and the county clerk and recorder of Natrona County in which the order establishing the District has been filed.

- B. At the District's sole cost and expense, provide written information on all of its retail customer accounts to the City's Administrative Services Department in a form acceptable to the City. This information shall include a listing of the

District's retail customers with their names, addresses, sizes of meters, the date that respective meters are read by the District for billing purposes and telephone numbers for the respective customers. The City shall use the addresses to determine the location of the retail customers (inside-city or outside-city limits) for billing purposes. The City shall, for commencement of its billing cycle, read all of the customer meters on the day next following the publication of the Ordinance set forth in Section 5.A above.

- C. Transfer all of its remaining monetary reserves (after payment of all reasonable dissolution costs and expenses for the District) to the City Water and Sewer Fund reserves within thirty (30) days next following the date of the publication of the Ordinance set forth in Section 5.A above and shall deliver to the City at that time an accounting of all funds expended in winding up the District's affairs for dissolution.
6. In the event the Ordinance described and set forth in Section 5.A above is not approved by the Casper City Council, then this agreement shall be null and void and all of the aforementioned documents of title, easement and right-of-way assignments, customer account information, and any monetary reserves of the District as delivered to the City shall promptly be returned to the District by the City.
7. The District agrees, upon the first reading of the Ordinance set forth in Section 5.A. above, to mail to each of its customers written notice of the proposed transfer of the District's assets and operation and maintenance thereof to the City, all to be effective upon the publication of the Ordinance following its third reading, along with a copy of the City's billing and collection policies. Such notice shall be in a form approved, in writing, by the City. The District shall certify to the City, in writing, that it has complied with this mailing requirement.
8. The District warrants that the District's water and sewer systems are not encumbered by any liens or other interests, and that all debt associated with the systems have been completely paid off and satisfied.
9. The City shall have ownership, operation, and maintenance responsibilities for customer water service lines from the main water line up to and including the shut off valves (curb stops) generally located near the customers property line. The City shall also own the retail water meters. For sewer service lines, the ownership, operation, and maintenance responsibilities of the City shall cease at the point of connection between the sewer main and the customer's sewer service line in accordance with the Casper Municipal Code, as it may, from time to time, amended.
10. The City shall have the responsibility and authority to operate the shut-off valves (curb stops) in accordance the Casper Municipal Code, as it may, from time to time, be amended. The District shall retain the right to operate customer shut-off valves solely to enforce collection of the District's final closeout of its retail water and wastewater collection bills.

11. No system investment charges are due to the City for existing customers of the District at the time of the transfer of its assets to the City. However, prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing or future buildings to these water and sewer systems, the then-existing inside-City or outside-City water system investment charges (connection charges), and water meter charge shall be paid to the City. The customers will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
12. The District and its customers agree to abide by the rules and regulations of the City regarding the use of its water and sewer systems, 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 all provisions of the Federal Pretreatment Regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.
13. Following the City's assumption of the ownership of the District's assets, the charge to individual customers for retail water and wastewater collection services by the City shall be at the City's existing rates as the same shall apply from time to time for all retail inside-City limit or retail outside-City limit customers. The charge to the respective individual customers will be dependent upon if the retail customers are inside or outside Casper City limits. Inside-City limit customers will be charged the rate (as they may be, from time to time amended) charged to other inside-City customers; and customers located out-side of the City limits will be charged at the same rate (as they may be, from time to time amended) charged to other outside-City limit customers.
14. The terms of the October 5, 1999 agreement for provision of City Water and Sewer service to the District and for use of District water and sewer lines by the City shall remain in full force and effect until the District is dissolved as provided herein. Thereafter, it shall be null and void and of no further force or effect.
15. The terms and conditions of this agreement shall be binding upon the parties hereto and shall ensure to the benefits of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this agreement. The District shall not assign this agreement, or otherwise subcontract its duties and responsibilities as set forth in this amendment without the prior written consent of the City.
16. The City, Natrona County, and the North Platte Water and Sewer District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act W.S. § 1-39-101 *et seq.* The City and the District specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

**WHEREFORE**, the parties hereto have executed this agreement the day and year first written above.

APPROVED AS TO FORM:

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Paul L. Meyer  
Mayor

ATTEST:

THE BOARD OF COUNTY  
COMMISIONERS  
Natrona County, Wyoming  
A Body Corporate and Political Subdivision

---

County Clerk

---

Bill McDowell  
Chairman

ATTEST:

NORTH PLATTE WATER AND SEWER  
DISTRICT  
A Water and Sewer District Organized  
Pursuant to Wyoming State Statutes

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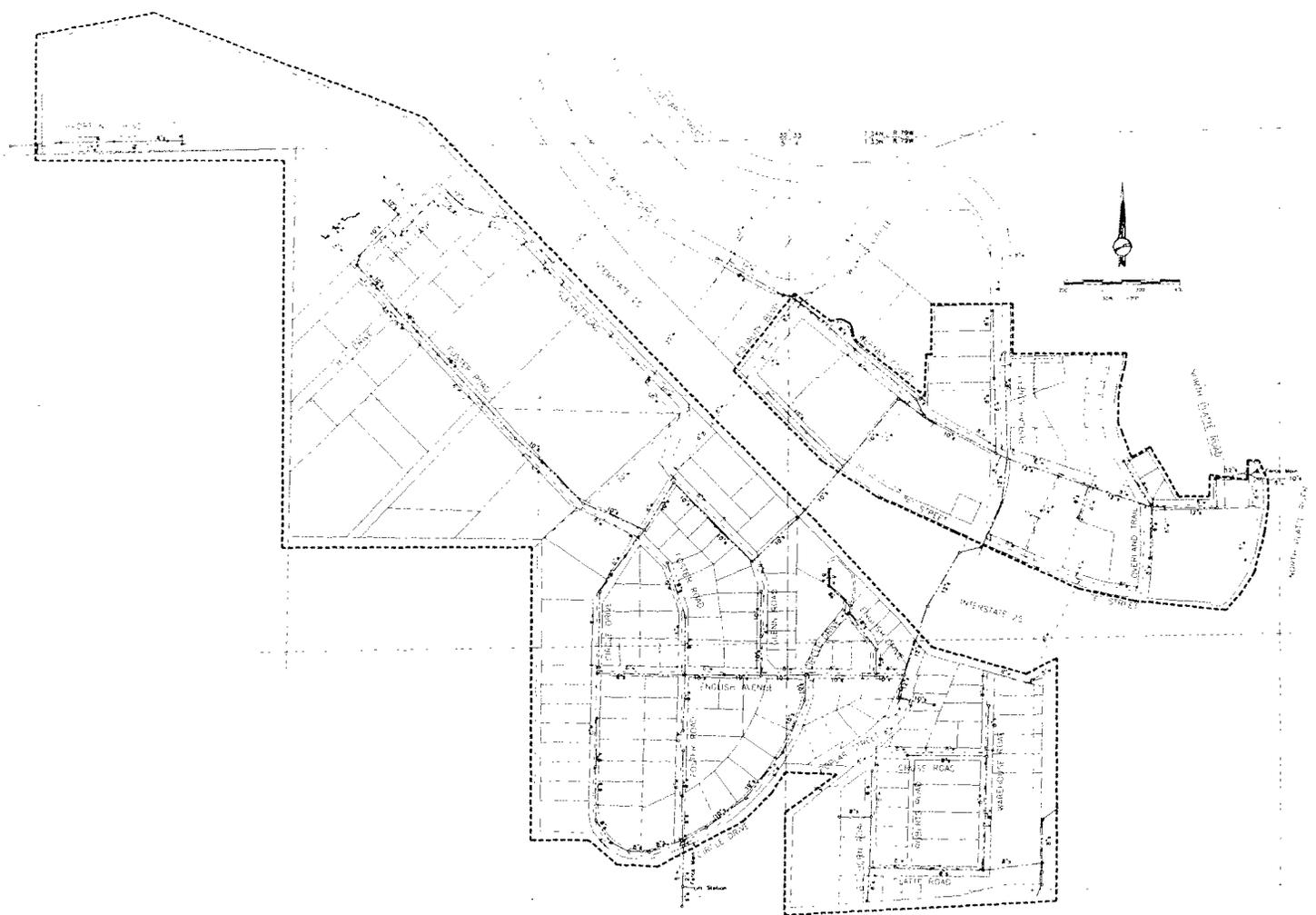
Secretary

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Bruce P. English  
Chairman







LEGEND  
 - - - - - DISTRICT BOUNDARY  
 - - - - - SEWER MAIN AND MANHOLE  
 - - - - - WATER MAIN AND VALVE  
 ○ FIRE HYDRANT

**EXHIBIT "A"**

WATER DISTRIBUTION SYSTEM  
 AND  
 SEWAGE COLLECTION SYSTEM  
 NORTH PLATTE WATER AND SEWER DISTRICT  
 CASPER, WYOMING

DECEMBER 1990  
 JUNE 1992  
 AUGUST 1992  
 OCTOBER 2014

November 17, 2014

TO: Honorable Mayor and Members of the Casper City Council

FROM: John C. Patterson, City Manager 

RE: Loan Agreement with the Casper Housing Authority for its Acquisition of Two Buildings from Windy City Enterprises, Inc., to continue their use for Developmentally Disabled Housing.

Recommendation:

That Council consider approving a loan agreement between the City and the Casper Housing Authority for its acquisition of two buildings from Windy City Enterprises, Inc., in order to continue their use for developmentally disabled housing.

Discussion:

Windy City Enterprises, Inc. ("Windy City") was incorporated in 1979 for the primary purpose of providing evaluation, training, job placement services, rehabilitation services, and opportunities for normal growth for handicapped and disabled individuals. Subsequent to its incorporation, it amended its Articles of Incorporation to include authority to solicit and receive funds for these purposes from the Department of Housing and Urban Development of the United States of America ("HUD").

In 1983, Windy City, through a loan agreement with HUD, obtained two properties from the City of Casper, and rehabilitated two buildings containing 18 one-bedroom units for housing for disabled individuals. These properties are located at 1200 S. Elk and 139 Columbine. HUD secured its loan with a mortgage in this project, which loan was also subject to a regulatory agreement between Windy City and HUD which restricted the use of the project for disability housing for the term of the loan.

Windy City operated the project for many years; however, it eventually discontinued its direct oversight with the operations of it being taken over by the Casper Housing Authority ("CHA"). As this project is operated for developmentally disabled individuals, rent subsidy vouchers are received from HUD for use by the tenants.

Windy City is in default of its loan payments to HUD, and has also been administratively dissolved by the Wyoming Secretary of State. However, even though it has been dissolved, it is allowed to carry out whatever steps are necessary to wind up and liquidate its affairs.

In order to keep this project active, CHA has negotiated with HUD for CHA to pay off the remaining balance of the Windy City's loan with HUD. The payoff of this loan as of November

17, 2014 is \$360,891.71. CHA is requesting that the City loan it the funds to pay off the HUD loan so that CHA may take title to this project from Windy City as part of its dissolution.

CHA is proposing, through a loan agreement, to repay the City the loan debt at the rate of four percent (4%) per annum until the principle and interest would be fully repaid to the City. The City would take back a mortgage in and to the property to secure this debt. In the worst case scenario, should CHA not be able to repay the loan, the City could then foreclose and take over the property in order to continue its use for developmentally disabled housing.