

INFORMATION PACKET

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Wednesday, November 21, 2018



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid
A working draft of Council Meeting Agendas

November 20, 2018**Councilmembers Absent:**

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is <u>not</u> on Consent					
Pre-meeting: Executive Session Minutes - Nov 6 Personnel & Land Acquisition					
Pre-meeting: Bar & Grill RFP					
Pre-meeting: Zamboni Discussion					
Pre-meeting: Change Order - Treto Construction LLC, for the 2018 Beverly Street Improvements Project.					
Approval of Nov. 6 Regular & Executive Session Minutes & Nov. 13 Special Session Minutes					
Rescheduled to Dec. 4 (Bright Spot - Bike rider assistance)					
Establish December 4, 2018 as the Public Hearing Date for Consideration of New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code.	C				
Establish December 4 as the Public Hearing Date for a Transfer of Location for Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, Located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, Located at 138 South Kimball.	C				
Establish January 8, 2019, as the Public Hearing Date for Consideration of the Appeal of Planning & Zoning Commission's Decision to Deny a Conditional Use Permit for an Off-Premise Sign (Billboard) in a C-2 (General Business) Zoning District, on Lot 5, Block 159, Casper Addition, Located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising.	C				
Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8th street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley Located in Block 93, Casper Addition. 1st reading		N			
Budget Amendment		N			
Qwest Corporation, d/b/a CenturyLink QC, Franchise. 3rd reading			N		
Annexation and plat a Portion portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming, and a vacation and replat of Lot 2, Block 1 and Lot 1, Block 2, Bailey Addition No. 2 and Lot 1 Stoval Brothers Addition, to create State Office Building Addition, comprising 11.06 acres, more or less, located at 444 West Collins Drive, and consideration of a request to establish the zoning of the subdivision as City zoning classification OYDSPC (Old Yellowstone District and South Poplar Corridor). 2nd reading			N		
Panhandling Ordinance – Updating Regulations. 2nd reading			N		
Possession of Motor Vehicle Operator’s License – Repealing and Replacing Ordinance. 2nd reading			N		
Release of City's Lien on the Truck Tractor and Trailer of the Food Bank of the Rockies				C	
Authorizing the Acceptance of a Grant Award from the Wyoming Office of Homeland Security, in the Amount of \$36,100, to be Used to Purchase Level A Hazardous Materials Suits and Pressurization Testing Instrument.				C	
Authorizing the Sole Source purchase of three (3) Control Panel Enclosure Air Conditioning Units from Andritz Separation Inc., in the Amount of \$28,474.53, for use at the Wastewater Treatment Plant.				C	
Authorizing an Agreement with Davidson Mechanical, in the Amount of \$44,217, for the Casper Events Center Combination Oven/Steamer Replacements Project.				C	
Authorizing Change Order No. 1, in the Amount of \$33,200, with Treto Construction LLC, for the 2018 Beverly Street Improvements Project.				C	

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Authorizing an Agreement with Modern Electric Co., in the Amount of \$55,930, for the Regional Wastewater System (RWWS) Lift Station Generator-Riverwest Project.				C
Authorizing and Agreement with Installation and Service Company, Inc., in the Amount of \$169,971.66, for the Police Department Shooting Range Improvements Project.				N
Authorizing an Agreement with Caspar Building Systems, Inc., in the Amount of \$158,108, for the Compost Equipment Building Heating Project.				C
Approving a One Year Extension for Bar and Grill Liquor License No. 10, Marvin Piel Family, LLC d/b/a The Tower, Located at 100 North Center Street.				C
Authorizing the Discharge of \$22,430.30 of Uncollectible Accounts Receivable Balances, Aged between the Dates of July 1, 2013 and September 30, 2013, Including a More Recent Bankruptcy.				C
Authorize the Purchase of One (1) New Trailer Mounted Air Compressor, from United Rentals, Inc., Casper, Wyoming, in the Total Amount of \$22,375.00, for Use by the Solid Waste Division of the Public Services Department.				C
Authorize the Purchase of One (1) New One-Ton Crew Cab Pickup Truck with 8' bed and Accessories, from Fremont Motors, Casper WY, in the Total Amount of \$44,746.00, before the Trade-In Allowance, for Use by the Solid Waste Division of the Public Services Department.				C
Authorize the Purchase of Three (3) New Half-Ton Regular Cab Pickup Trucks, from Fremont Motors, Casper, Wyoming, in the Total Amount of \$74,802.00, Before the Trade-In Allowance, for Use by the Building Inspection Section of the Community Development Department.				C
Authorize the Purchase of One (1) Hydraulic Material Handler, from Power Equipment Company, in the Total Amount of \$383,368.00, for Use by the Solid Waste Division of the Public Services Department.				C
Authorize the Purchase of Two (2) New Flatbed Haul Trailers, from CMI Teco, Casper, Wyoming, in the Total Amount of \$91,894.00 for Use by the Solid Waste Division of the Public Services Department.				C
Rejecting all Bids Received for the Wastewater Treatment Plant Dewatering Building Heater Replacement Project.				C

November 27, 2018**Councilmembers Absent: Morgan**

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Wyoming Business Council Grant - River Project (Jolene Martinez)	Move Forward for Approval	20 min	4:30
Animal Care and Control Ordinance (John Henley)	Direction Requested	40 min	4:50
6th Cent Funding Discussion (John Henley)	Direction Requested	40 min	5:30
Legislative Agenda (Carter Napier)	Move Forward for Approval	30 min	6:10
Council Leadership Nominations	Direction Requested	10 min	6:40
Agenda Review		20 min	6:50
Council Around the Table		20 min	7:10
Approximate Ending Time			7:30

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December 4, 2018**Councilmembers Absent:**

<p align="center">Regular Council Meeting Agenda Items</p> <p>C = Item is on Consent N = Item is <u>not</u> on Consent</p>	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-meeting: Hospital Speed Study					
Bright Spot - Bike rider assistance - City Employees Sean Ingledew & Brody Allen					
Establish December 18, 2018 as the Public Hearing Date for Consideration of a Vacation and Replat of Betty Luker Parkway Campus #2 and a Portion of Elkhorn Valley No. 5, Lot 1, to Create Elkhorn Village Addition, Comprising 21.0 Acres, More or Less; and Consideration of a Request for Rezoning of the Proposed Elkhorn Village Addition from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to Entirely R-2 (One Unit Residential), Said Property is Generally Located Northeast of the Intersection of Newport and E. 12th Streets.	C				
Establish December 18, 2018 as the Public Hearing Date for Consideration of the Wyoming Business Council Grant - River Project	C				
Establish February 19, 2019 as the Public Hearing Date for Consideration of the Annual Renewal of Liquor Licenses.	C				
New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code - First Reading		N			
Transfer of Location for Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, Located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, Located at 138 South Kimball.		N			
Panhandling Ordinance – Updating Regulations. 3rd reading			N		
Possession of Motor Vehicle Operator’s License – Repealing and Replacing Ordinance. 3rd reading			N		
Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8th street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley Located in Block 93, Casper Addition. 2nd reading			N		
Legislative Agenda				C	
Adopting the Special Event Guide and Application Policies and Procedures Along with the Fees Associated with these Policies.				C	
Authorizing a New Lease Agreement between the City of Casper and Union Telephone Company d/b/a Union Wireless, for an Existing Wireless Communication Tower Located at the Municipal Golf Course.				C	
Authorizing a Procurement Agreement with Municipal Treatment Equipment, Inc., in the Amount of \$21,550, for One (1) Storage Tank Mixer for use at the Valley Hills Water Storage Tank.				C	
Authorizing a Contract for Professional Services with IMS Infrastructure Management Services in the Amount of \$77,992, for the City-wide Pavement Condition Index Survey.				C	
Authorizing the Release of Local Assessment District Lien on Properties Listed on Exhibit 1, Dated October 29, 2018.				C	
Authorizing the Purchase of the CrowdStrike Falcon Next Generation Antivirus Subscription Service in the Amount of \$24,857.					C

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December 11, 2018**Councilmembers Absent:**

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Public Services Rate Model Update (Andrew Beamer)	Information Only	20 min	4:30
Water Main Tap Fee (Andrew Beamer)	Direction Requested	20 min	4:50
Events Center Audit	Information Only	40 min	5:10
Liquor License Ordinance	Move Forward for Approval	60 min	5:50
Council Leadership Straw Poll	Move Forward for Approval	10 min	6:50
Agenda Review		20 min	7:00
Legislative Update		10 min	7:20
Council Around the Table		20 min	7:30
Approximate Ending Time			7:50

December 18, 2018**Councilmembers Absent:**

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is <u>not</u> on Consent					
Pre-Meeting: Procedural Explanation of Appeal of Planning and Zoning Commission's Decision to Deny a Conditional Use Permit for an Off-premise Sign (billboard) in a C-2 (General Business) Zoning District, on Lot 4, Block 159, Casper Addition, Located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising.	C				
Establish January 8, 2019 as the Public Hearing Date for CATC Route Modifications	C				
Establish January 8, 2019 as the Public Hearing Date for Animal Care Ordinance.	C				
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 State Office Building Addition Complies with W.S. 15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of the State Office Building Addition.		N			
Wyoming Business Council Grant - River Project		N			
New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code - 2nd Reading			N		
Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8th street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley Located in Block 93, Casper Addition. 3rd reading			N		

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January 8, 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 <u>not</u> on Consent			
Election of Mayor and Vice-President					
Appeal of Planning and Zoning Commission’s Decision to Deny a Conditional Use Permit for an off-premise sign (billboard) in a C-2 (General Business) zoning district, on Lot 4, Block 159, Casper Addition, located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising. Public Hearing		N			
CATC Route Modifications		N			
New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code - 3rd Reading			N		
Animal Care Ordinance - First Reading		N			

January 15, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
CATC Route Modification Update (Liz Becher)	Direction Requested	20 min	4:30
Restricted Parking Areas (John Henley)	Direction Requested	20 min	4:50
		20 min	5:10
		20 min	5:30
Agenda Review		20 min	5:50
Legislative Update		10 min	6:10
Council Around the Table		20 min	6:20
Approximate Ending Time			6:40

January 22, 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 <u>not</u> on Consent			
Animal Care Ordinance 2nd Reading			N		

January 29, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
		20 min	4:30
		20 min	4:50
		20 min	5:10
		20 min	5:30
Agenda Review		20 min	5:50
Legislative Update		10 min	6:10
Council Around the Table		20 min	6:20
Approximate Ending Time			6:40

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February 5, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items					
C = Item is on Consent		N = Item is <u>not</u> on Consent			
	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Animal Care Ordinance 3rd Reading			N		

Upcoming Work Session Agenda Items
Plains Property RFP (after February 14, 2019)
Pre-Annexation & Island Annexation
Downtown Parking Study Implementation
Goodstein Lot Lease (Long Term Plan)
Property Code Revisions (after January 2019)
Parking on the Parkways (after January 2019)
Sidewalk Cafés

**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD**

MEETING PROCEEDINGS

October 16, 2018

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, October 16, 2018 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Chairman King, Vice-Chairman Keffer, Secretary Powell, Treasurer Lawson, and Board Member Walsh. Board Members Humphrey, Johnson, and Waters were absent.

City of Casper – Powell, Walsh, Andrew Beamer, Bruce Martin, Brian Schroeder, Clint Conner, Janette Brown, Michael McDaniels

Natrona County – Lawson

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District – Keffer

Pioneer Water & Sewer District –

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates -

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin, Kyle Ridgeway – Williams, Porter, Day & Neville, P.C.; Steve Quail, Brandon Gebhart – HDR Engineering

The Board meeting was called to order at 11:31 a.m.

1. There were no Announcements.
2. Chairman King asked for a motion to approve the minutes from the September 18, 2018 meeting. A motion was made by Treasurer Lawson and seconded by Board Member Walsh to approve the minutes from the September 18, 2018 meeting. Motion put and carried.
3. Mr. Martin asked the Board to reference the updated voucher listing dated today and shown on the screen. Mr. Martin stated that six additional vouchers were added to the listing; voucher 7926 for DXP Enterprises, Inc. in the amount of \$10,536.79 for Casper 7 Well Pump; voucher 7927 for Wyoming Office of State Lands and Investments in the amount of \$48,722.80 for Accrued Interest Due for DWSRF#153; voucher 7928 for DXP Enterprises, Inc. in the amount of \$10,019.79 for Morad 12 Well Pump; voucher 7929 for DXP Enterprises, Inc. in the amount of \$10,536.79 for Casper 5 Well Pump; voucher 7930 for Wyoming Water Development Commission in the amount of \$654,316.77 for Rehabilitation & New Construction Loan Payments; and voucher 7931 for Intuit Quickbooks in the amount of \$190.99 for Operations Account Checks. Mr. Martin recommended approval of the vouchers and offered to answer any questions the Board may have on the voucher listing.

Chairman King asked for a motion to approve the October 2018 vouchers. A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to approve the October 2018 voucher list to include voucher numbers 7917 through 7931 in the amount of \$1,411,342.58. Motion put and carried.

4. Mr. Martin asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Martin stated that production for September 2018 was 475 MG, which is 14 MG more than the five year average. Mr. Martin stated that year to date production is 1.62 BG.

Mr. Martin asked the Board to reference page 2 of the September 2018 Financial Report. Mr. Martin stated that Water Sales are \$2.987 M, which is an increase of \$106,000 due to the rate increase.

Mr. Martin stated that the Total Operating Expenses are \$993,023 which is a 21.15% increase over last year. Mr. Martin stated that these expenses include the additional WTP Operator, the increased Interdepartmental Charges, and additional chemical purchases due to the Surface Water Plant being in operation longer this year.

Treasurer Lawson asked why the Insurance cost is up 300%. Mr. Martin stated that he will look into this expense to see why there is such a large difference.

Chairman King asked for a motion to approve the September 2018 Financial Report as presented. A motion was made by Treasurer Lawson and seconded by Secretary Powell to approve the September 2018 Financial Report as presented. Motion put and carried.

5. Chairman King turned the time over to Mr. Schroeder for the Operations Update.

Mr. Schroeder stated that September was a very busy month. Mr. Schroeder stated that the Surface Water Plant ran four days into October this year; it is usually off by mid-September.

Mr. Schroeder stated that due to the river flows being reduced, the river water is cleaner and more difficult to treat as it uses more chemicals.

Mr. Schroeder stated that production is 6 MGD, which is the typical winter flow.

Mr. Schroeder stated that staff has begun winter clean-up of the surface water plant. Mr. Schroeder stated that staff hopes to have winter clean-up done in the next month or so, as there are well pumps and surface water pumps to change out before next spring.

The time was turned over to Mr. Conner for the Transmission System Update.

Mr. Conner stated that staff has been winterizing all the RWS pump stations.

Mr. Conner stated that the non-draining hydrants have been drained.

Mr. Conner stated that the new Airport Elevated Water Tank was put on-line yesterday. Mr. Conner stated that there is still a bit of site work that needs completed.

Mr. Conner stated that staff has been flushing the dead end waterlines in order to fight nitrification. Mr. Conner stated that nitrification issues should be over within the next month or so.

Mr. Conner stated that staff is repairing anode stations on the Crosstown Pipeline.

Mr. Conner stated that staff has been checking booster station heaters, and the heaters in the Airport Booster and the Pioneer Booster need changed out.

6. There was no Public Comment.
7. There was no Old Business.
 - a. There was no Other Old Business.
8. In New Business:
 - a. Board Member Johnson was not in attendance at the meeting and was unable to sign his annual banking letter.
 - b. There was no Other New Business.
9. A motion was made by Board Member Walsh and seconded by Secretary Powell to adjourn from Regular Session into Executive Session at 11:44 a.m. Motion put and carried.

Treasurer Lawson left the meeting at 12:13 p.m.

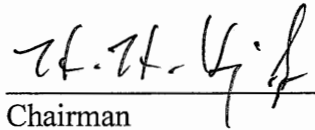
A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to adjourn from Executive Session back to Regular Session at 12:26 p.m. Motion put and carried.

A motion was made by Secretary Powell and seconded by Vice-Chairman Keffer to appoint Vice-Chairman Keffer, Board Member Walsh, and Mr. Martin as representatives of the Board for mediation with set parameters for negotiation. Motion put and carried.

10. In the Chairman's Report, Chairman King stated that the next regular meeting will be held on November 20, 2018.

Mr. Martin informed the Board that the increase to the Insurance line item is due to the Insurance expense being booked on the accrual basis last year, and the change in the accounting not being done yet for this year.

A motion was made by Secretary Powell and seconded by Board Member Walsh to adjourn the meeting at 12:28 p.m. Motion put and carried.



Chairman



Secretary

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

Casper City Hall
Downstairs Meeting Room

Wednesday, November 28, 2018 7:00 a.m.

AGENDA:

- * 1. Consider Approval of the August 22, 2018 Meeting Minutes

- * 2. Discuss Statistical Report
 - a. August 2018
 - b. September 2018
 - c. October 2018

- * 3. Consider Contract for Outside-City Water Service with John E. and Karen L. Woods – 7418 State Highway 220

- 4. Consider Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns – 5700 South Poplar

- * 5. Consider Updates to Customer Services Charges

- 6. Project Updates:
 - a. East Casper Zone III Water Supply Project – Under Construction
 - b. WWTP Emergency Power Project – Under Construction
 - c. West Casper Zone II Water Supply Project – Under Design by WLC
 - d. CY Booster Station Replacement – Under Design by CEPI
 - e. WWTP Boiler Project – Under Design by HDR
 - f. WWTP MCC Replacement Project – Under Design by CH2M
 - g. Ten Million Gallon Reservoir Renovations – Assigned to a City Engineer – Securing Funding
 - h. Midwest Avenue Reconstruction – Elm to David – Awarded to Treto Construction
 - i. 2018 Arterials and Collectors – Under Construction – Knife River
 - j. McKinley Street Underpass – Completed
 - k. 3rd Street Improvements – Beverly to Conwell – Under Construction
 - l. 2018 Beverly Street Improvements – 4th to 12th Street – Under Construction
 - m. Begonia Lift Station – Under Construction – Treto Construction
 - n. WWTP Riverwest Lift Station Generator Replacement – Awarded to Modern Electric

- o. WWTP HVAC Replacement – Operations Building Complete –
Dewatering Building Bids Rejected
 - p. WWTP Digester #3 Cleaning – Completed
7. Adjournment

Additional Information:

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

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

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

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

MEETING PROCEEDINGS

August 22, 2018

7:00 a.m.

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, August 22, 2018 at 7:00 a.m. in the Downstairs Meeting Room of City Hall.

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

Absent: Council Liaison Laird

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

Others:

The regular meeting was called to order at 7:00 a.m. by President Bell.

1. President Bell asked for a motion to approve the July 22, 2018 minutes. A motion was made by Secretary Lawson and seconded by Board Member English to approve the July 25, 2018 minutes. Motion passed.

2. Mr. Martin asked the Board to reference the July 2018 Statistical Report in their agenda packets. Mr. Martin stated that the Total Gallons Purchased in July is 525.8 MG; the five year average is 591.9 MG. Mr. Martin stated that 632 MG were purchased one year ago.

Mr. Martin stated that there were 6 new services added in July, compared to 9 new services one year ago.

Mr. Martin stated that there were 2 water main breaks in July, which is the same number as one year ago.

Mr. Martin stated that there were 3 service line breaks this fiscal year compared to 4 one year ago.

Mr. Martin stated that there was one sewer stoppage in July, which was the same one year ago.

Mr. Martin stated that the total number of accounts is up slightly from the prior year.

3. Mr. Martin asked the Board to reference the Outside-City Water Service Contract with Marguerite Hardy and Tim Hardy Joint Revocable Living Trust, 7475 State Highway 220.

Mr. Martin stated that this contract is for a parcel of land located west of Casper on Highway 220. Mr. Martin stated that there is a 12-inch waterline across the highway in the Webb Creek area which will require a WYDOT M-54 permit to bore under the highway. Mr. Martin stated that this property is not contiguous, but the owners did sign a Commitment to Annex.

Board Member Jay asked why the contract lists a 1½-inch service line. Mr. Martin stated that it is a long distance from the residence to the waterline across the highway.

President Bell asked if this water service line will provide future water service to the area. Mr. Martin stated that it will not; it will service just the one house.

A motion was made by Board Member Jay and seconded by Vice President Jones to approve the Outside-City Water Service Contract with Marguerite Hardy and Tim Hardy Joint Revocable Living Trust. Motion passed.

4. In Other Business:

- a. Board Member English asked if any progress has been made on updating the duties and ordinance for the Board. Mr. Martin stated that no progress has been made yet. He stated that since there will not be a meeting in September, there might be something to bring to the Board in October.
- b. President Bell asked if the water tanks have been completed. Mr. Martin stated that the Backwash Tank is in service in tandem with the 2.6 MG tank.

Mr. Martin stated that an inspection was done on the East Casper Zone III tank and it did not go well. Mr. Martin stated that the contractor may have to sandblast and redo the paint job.

Mr. Martin stated that the contractor is finishing the painting of the Airport Elevated Tank and it should be in service in November.

Mr. Martin stated that the plans for the Wardwell Zone IIIB Tank repairs are being reviewed by DEQ.

Board Member English asked if the Backwash Tank and the 2.6 MG Tank will run together all the time. Mr. Martin stated that the WTP Operators are looking into running the 2.6 MG Tank in the summer and the Backwash Tank during the winter.

A motion was made by Secretary Lawson and seconded by Board Member Jay to adjourn the meeting at 7:15 a.m. Motion passed.

Secretary

DRAFT

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
AUGUST 2018**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	521,120,523	525,811,093	521,053,882	1,046,931,616	1,153,195,238
NEW SERVICES	11	6	9	17	18
<i>* Billed to Casper by Central Wyoming Regional Water System Joint Powers Board starting October 1, 1997.</i>					
PRECIPITATION (Inches)	0.33	1.62	0.94	1.95	1.31

REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	1	2	0	3	2
SERVICE LINE BREAKS	2	3	5	5	9
SEWER MAIN STOPPAGES	0	1	1	1	2

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	20,020	20,015	19,975
COMMERCIAL (WATER & SEWER)	1,733	1,735	1,729
OUTSIDE CITY (WATER RES)	537	536	535
OUTSIDE CITY (WATER-COMM)	139	138	134
IRRIGATION ONLY	282	281	277
TOTAL NUMBER OF ACCOUNTS	22,711	22,705	22,650

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
SEPTEMBER 2018**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	435,800,063	521,120,523	377,170,014	1,482,731,679	1,530,365,252
NEW SERVICES	9	11	5	26	23

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

PRECIPITATION (Inches)	0.28	0.33	1.42	2.23	2.73
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REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	0	1	2	3	4
SERVICE LINE BREAKS	3	2	1	8	10
SEWER MAIN STOPPAGES	1	0	2	2	4

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	20,022	20,020	19,974
COMMERCIAL (WATER & SEWER)	1,735	1,733	1,731
OUTSIDE CITY (WATER RES)	537	537	535
OUTSIDE CITY (WATER-COMM)	139	139	134
IRRIGATION ONLY	282	282	277
TOTAL NUMBER OF ACCOUNTS	22,715	22,711	22,651

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
OCTOBER 2018**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	191,727,833	435,800,063	208,188,009	1,674,459,512	1,707,948,210
NEW SERVICES	8	9	12	34	29

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

PRECIPITATION (Inches)	1.69	0.28	0.16	3.92	3.81
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REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	0	0	1	3	6
SERVICE LINE BREAKS	3	3	3	11	12
SEWER MAIN STOPPAGES	0	1	1	2	4

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	20,032	20,022	19,977
COMMERCIAL (WATER & SEWER)	1,735	1,735	1,733
OUTSIDE CITY (WATER RES)	535	537	535
OUTSIDE CITY (WATER-COMM)	138	139	133
IRRIGATION ONLY	282	282	277
TOTAL NUMBER OF ACCOUNTS	22,722	22,715	22,655

November 14, 2018

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

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

SUBJECT: Authorizing Outside-City Water Service Contract with John E. and Karen L. Woods

Recommendation:

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with John E. and Karen L. Woods.

Summary:

This contract provides Outside-City water service for a parcel of land located west of Casper on Highway 220. The property is on the south side of the highway and just east of Webb Creek Road. The property will obtain water service by tying into the 16" water main located on the south side of Highway 220.

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

This agreement will be presented to the Casper City Council at the December 18, 2018 regular Council Meeting.

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and John E. and Karen L. Woods, 7418 Highway 220 #1, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” being a portion of the SE1/4NE1/4 and NE1/4SE1/4, Section 28, Township 33N, Range 80W of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 16-inch water main located along Highway 220; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

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

1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾” water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The Owner shall install one water service line from the building to be served to the curb box or meter pit at the property line at the Owner’s sole cost and expense. The water service line curb box or meter pit shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

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

3. Charges for Service

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

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

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

5. Fire Flows

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

6. Construction Term

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

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in

every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in this area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

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

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:
- | | |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <p>Owner Info
 John and Karen Woods
 7418 State Highway 220 #1
 Casper, Wyoming 82604</p> | <p>City of Casper
 Attn: Public Services Director
 200 North David
 Casper, WY 82601</p> |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

OWNERS:
John E. and Karen L. Woods
7418 State Highway 220
Casper, Wyoming 82604

John E. Woods

Karen L. Woods

The undersigned mortgagee for John E. and Karen L. Woods hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2018,
by John E. Woods.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2018,
by Karen L. Woods.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
 COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2018, by
 _____ as _____
 of _____ the Mortgagee.

(seal)

 NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
 COUNTY OF NATRONA)

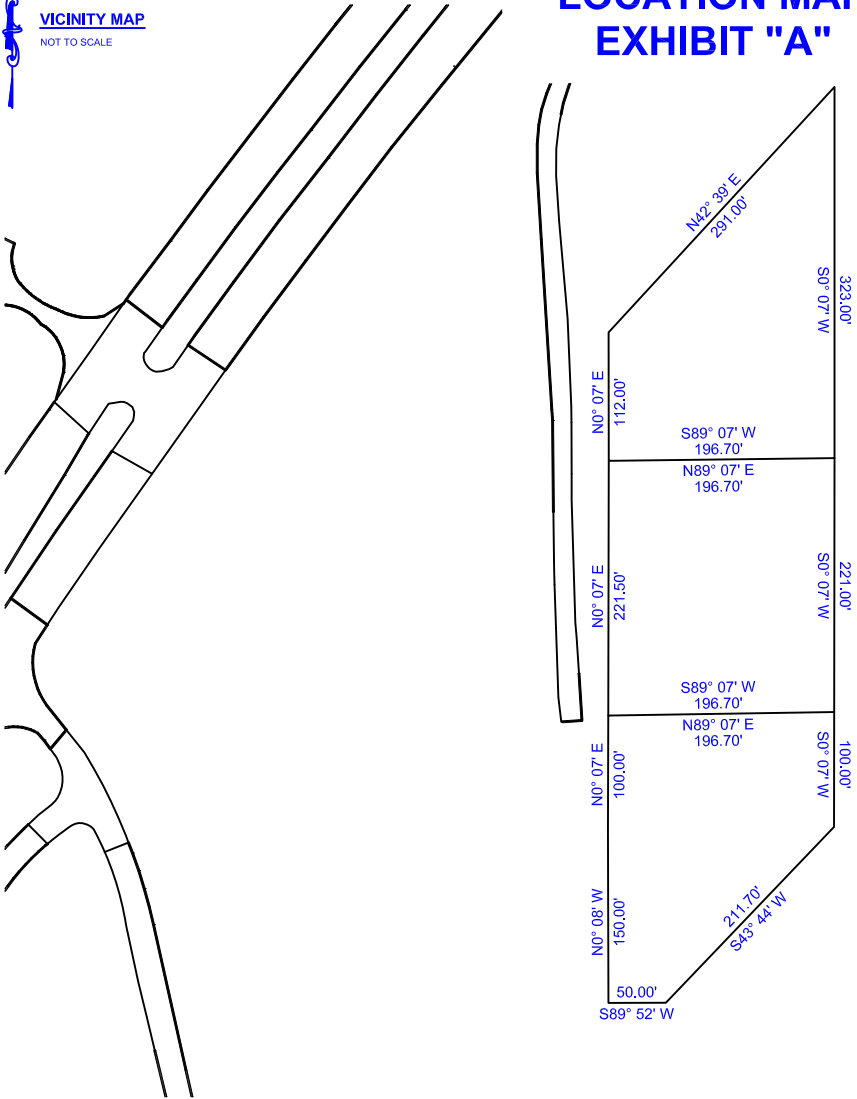
This instrument was acknowledged before me this ____ day of _____, 2018,
 by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

 NOTARY PUBLIC

My commission expires: _____

LOCATION MAP EXHIBIT "A"



JOHN & KAREN WOODS
7418 HWY 220
PARCEL #1 & #2
SE¼ NE¼ & NE¼ SE¼,
SECTION 28, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

VICINITY MAP

PROPOSED
SERVICE
LOCATION

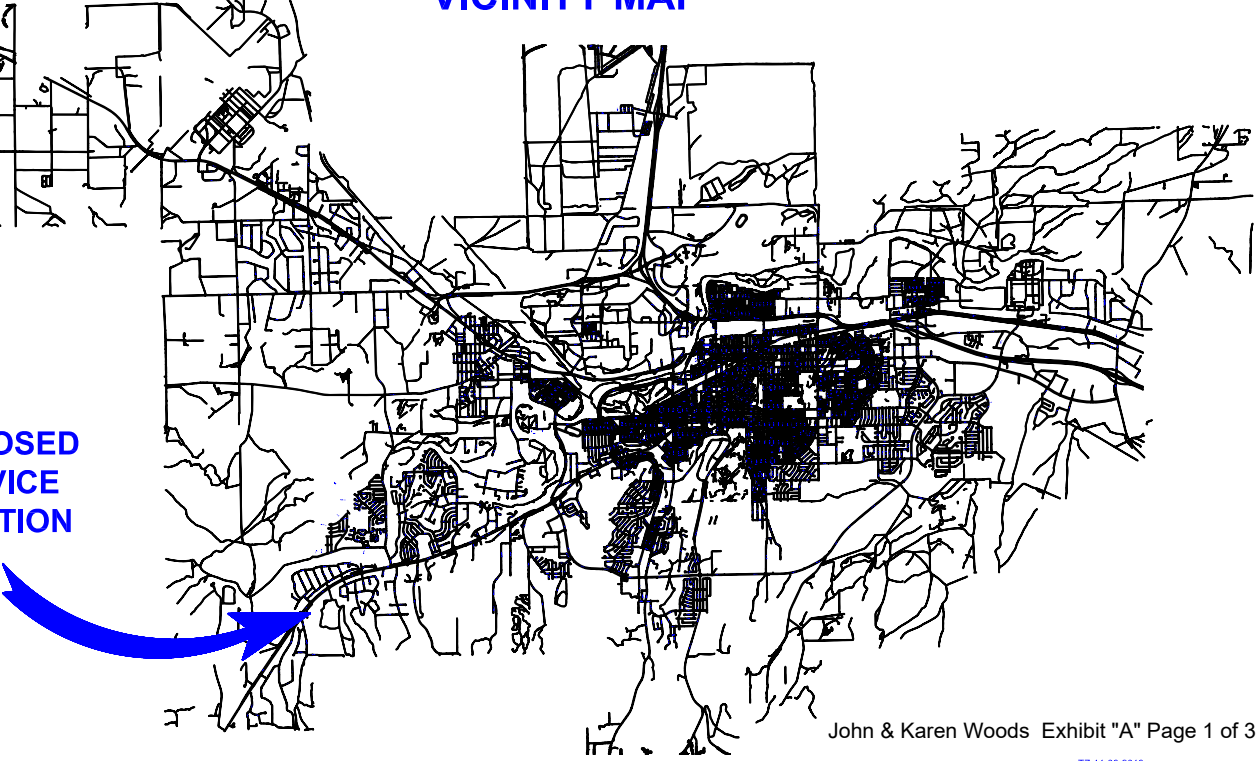


EXHIBIT "A"

JOHN E. AND KAREN L. WOODS
7418 HIGHWAY 220 #1
CASPER, WY 82604-09229

TWO PARCELS BEING PORTIONS OF THE SE¹/₄NE¹/₄ AND THE NE¹/₄SE¹/₄, SECTION 28, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT THE NORTHEAST CORNER OF SAID NE¹/₄SE¹/₄, SECTION 28; THENCE S. 43° 44' W., 211.7 FEET TO A POINT; THENCE S. 89° 52' W., 50.0 FEET TO A POINT AND SOUTHWEST CORNER OF SAID PARCEL; THENCE N. 0° 08' W., 150.00 FEET TO A POINT IN THE LINE COMMON TO SAID NE¹/₄SE¹/₄ AND SE¹/₄NE¹/₄, SECTION 28; THENCE N. 0° 07' E., 100.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND SOUTHWEST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT AND NORTHERLY LINE OF THE PARCEL BEING DESCRIBED N. 89° 07' E., 196.7 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND SE¹/₄NE¹/₄, SECTION 28, S. 0° 07' W., 100.00 FEET TO THE POINT OF BEGINNING, AND PARCEL NO. 2.

PARCEL NO. 2

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SE¹/₄NE¹/₄, SECTION 28, LOCATED AT N. 0° 07' E., 321.5 FEET FROM THE SOUTHEASTERLY CORNER THEREOF AND ALSO BEING THE NORTHEAST CORNER OF THE ORIGINAL CLAAR 1.00 ACRE TRACT; THENCE FROM SAID POINT AND ALONG THE SOUTHERLY LINE OF THE PARCEL BEING DESCRIBED AND THE NORTHERLY LINE OF SAID CLAAR TRACT, S. 89° 07' W., 196.7 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 0° 07' E., 112.00 FEET TO A POINT; THENCE N. 42° 39' E., 291.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT IN THE EASTERLY LINE OF SAID SE¹/₄NE¹/₄, SECTION 28; THENCE ALONG THE EASTERLY LINE THEREOF, S. 0° 07' W., 323.00 FEET TO THE POINT OF BEGINNING.

A TRACT IN SE¹/₄NE¹/₄ OF SECTION 28, T. 33N., R.80W. OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT A POINT WHICH IS LOCATED N. 0° 07' E., 100.00 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SE¹/₄NE¹/₄, SECTION 28; THENCE FROM SAID POINT OF BEGINNING S. 89° 08' W., 196.7 FEET TO A POINT; THENCE N. 0° 07' E., 221.5

FEET TO A POINT; THENCE N. 89° 08' E., 196.7 FEET TO A POINT; THENCE S. 0° 07' W.,
221.5 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.00 ACRES, MORE OR LESS.

November 15, 2018

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

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

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

Recommendation:

That the CPU Advisory Board 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 Blvd. The property can obtain sewer service by tying into the 8" 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 the Owner will be expected to file a Petition to Annex concurrent with this agreement.

This agreement will be presented to the Casper City Council at the December 18, 2018 regular Council Meeting.

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2018, 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. Current City policy requires properties contiguous to existing Casper city limits to file a petition to annex 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.

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 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 (1) year from the date of this Agreement, and the City shall have the right to terminate all services provided for pursuant to this Agreement.

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.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

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

Mark W. Kerns

Susan E. Kerns

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

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018,
by Mark W. Kerns.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018,
by Susan E. Kerns.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018,
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 _____ day of _____, 2018,
by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

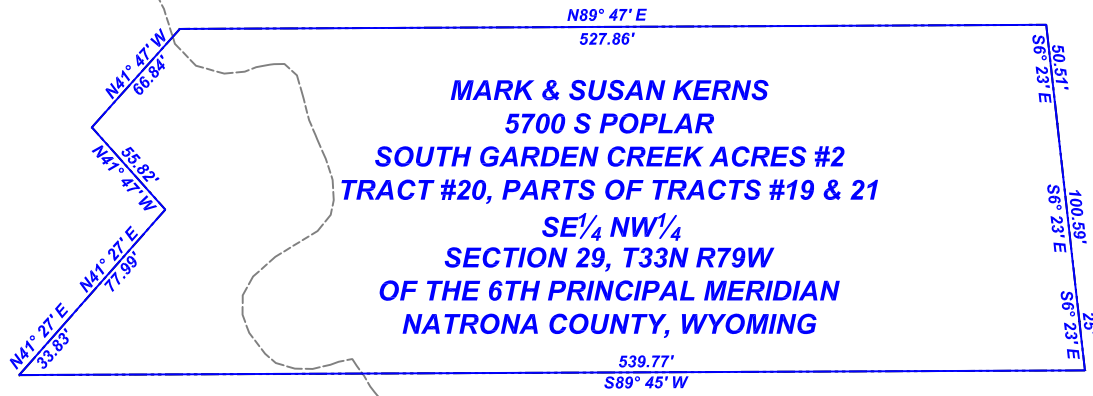
NOTARY PUBLIC

My commission expires: _____



LOCATION MAP EXHIBIT "A"

VICINITY MAP
NOT TO SCALE



MARK & SUSAN KERNS
5700 S POPLAR
SOUTH GARDEN CREEK ACRES #2
TRACT #20, PARTS OF TRACTS #19 & 21
SE¹/₄ NW¹/₄
SECTION 29, T33N R79W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

**S
POPLAR
ST**

VICINITY MAP

VICINITY MAP
NOT TO SCALE

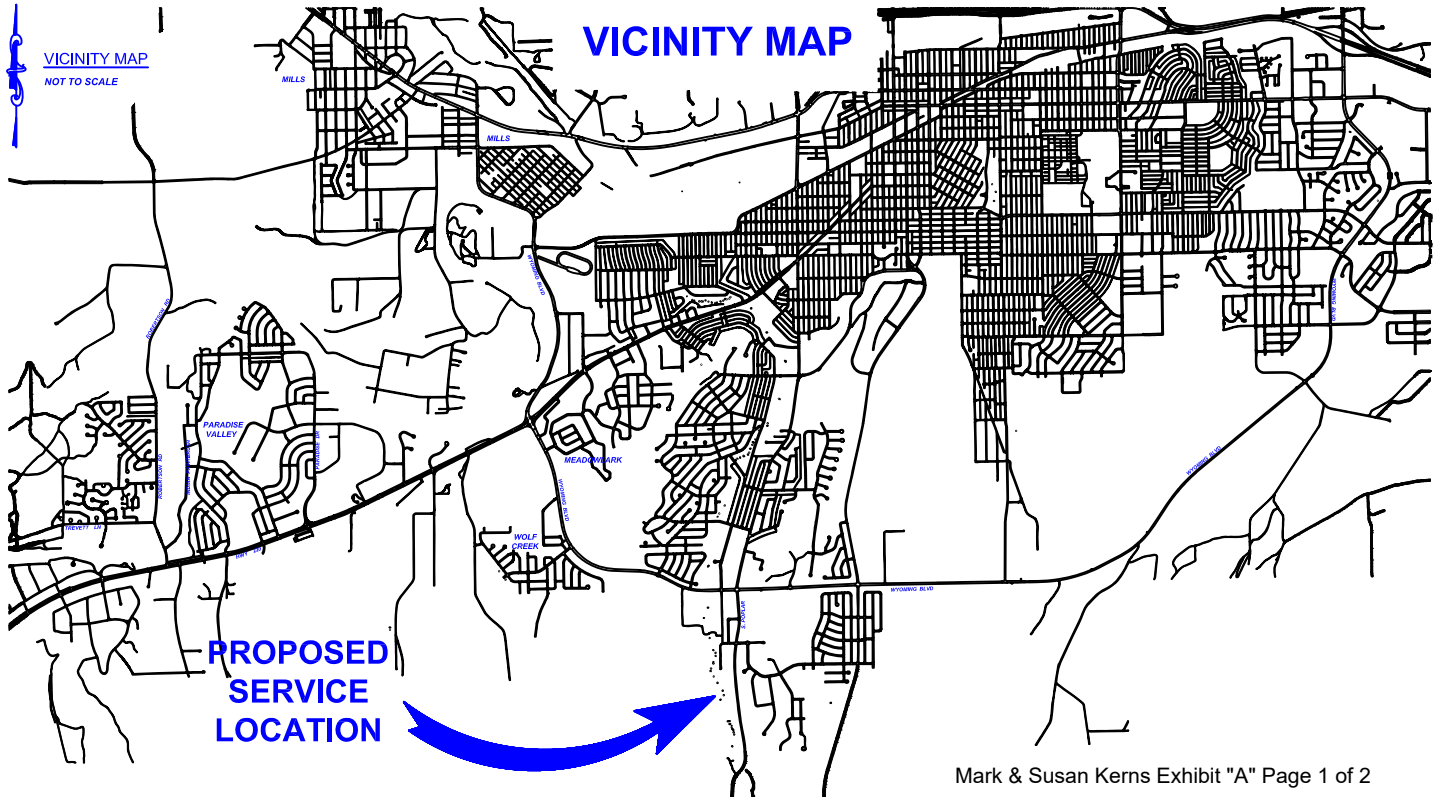


EXHIBIT "A"

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 22 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.

November 19, 2018

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

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

SUBJECT: Adopting Customer Service Fees for the Public Services Department,
Public Utilities Division

Recommendation:

That the CPU Advisory Board consider Customer Service Fees for the Public Services Department, Public Utilities Division.

Summary:

Customer service fees being considered include physical water and sewer tap fees, water meter charges, water service line abandonment inspection fees, and building fire line and fire hydrant flow testing fees.

The Casper Board of Public Utilities (Board) established the existing fee schedule in 1986. Upon dissolution of the Board in 1991, the Casper City Council adopted the existing fee schedule under resolution 91-81.

The fees established in the existing schedule do not fully recover the actual costs of providing these services; rather, the ratepayer is subsidizing the cost of providing these services. The proposed fees are calculated based on actual employee hours and equipment costs required to perform the service. Physical water and sewer tap materials will be supplied by the contractor or individual requesting the service prior to the tap being made.

Council approved updated water and sewer system investment charges in June 2018, which are set to go in effect January 1, 2019. Staff recommends that the proposed customer service fees go into effect concurrently with the system investment charge fee schedule.

The proposed fee schedule will be presented to the Casper City Council at the December 11, 2018 Council Work Session. If supported, the fee schedule resolution will be considered at the December 18, 2018 Regular Council Work Session.

RESOLUTION NO. _____

A RESOLUTION ADOPTING CUSTOMER SERVICE FEES
FOR THE CITY OF CASPER PUBLIC SERVICES
DEPARTMENT, PUBLIC UTILITIES DIVISION.

WHEREAS, the City of Casper Board of Public Utilities developed a fee schedule and accompanying rules and regulations, which were kept in force after the dissolution of the Casper Board of Public Utilities in 1991, through Resolution No. 91-81; and,

WHEREAS, the City Council has the authority to, by resolution, set or amend fees intended to recover the actual costs associated with establishing, abandoning, and inspecting construction activities associated with water and sewer service connections for the Public Services Department, Public Utilities Division; and,

WHEREAS, the City Council, under Resolution 18-129, has previously adopted updated water, sewer and wastewater treatment plant system investment fees; and

WHEREAS, the customer service fee schedule covers various fees associated with establishing, abandoning, and inspecting construction activities related to water and sewer service connections; and

WHEREAS, the City Council has determined that an increase in fees is necessary to recover actual costs associated with establishing, abandoning, and inspecting construction activities related to water and sewer service connections; and,

WHEREAS, it is the desire of the governing body of the City of Casper to rescind previous water and sewer connection customer fee schedules, and to establish a new fee schedule for the Public Services Department, Public Utilities Division.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That any previous water and sewer connection customer fee schedules are hereby rescinded, and that a new water and sewer connection customer fee schedule for the Public Services Department, Public Utilities Division is hereby adopted, effective January 1, 2019 as follows:

[The rest of this page is intentionally left blank]

City of Casper Physical Water Tap Fees

Water Main	Tap Size						
	3/4"-1"	1-1/2"	2"	4"	6"	8"	12"
4" PVC Main	\$276.43	\$312.47	\$314.83	\$833.75			
6" PVC Main	\$276.43	\$312.47	\$314.83	\$833.75	\$845.78		
8" PVC Main	\$276.43	\$312.47	\$314.83	\$833.75	\$845.78	\$977.30	
12" PVC Main	\$276.43	\$312.47	\$314.83	\$833.75	\$845.78	\$977.30	\$1,107.02
14" PVC Main	\$276.43	\$312.47	\$314.83	\$833.75	\$845.78	\$977.30	\$1,107.02
16" PVC Main	\$305.67	\$370.96	\$373.32	\$887.04	\$899.07	\$1,030.59	\$1,160.31
18" PVC Main	\$305.67	\$370.96	\$373.32	\$887.04	\$899.07	\$1,030.59	\$1,160.31
20" PVC Main	\$305.67	\$370.96	\$373.32	\$887.04	\$899.07	\$1,030.59	\$1,160.31
24" PVC Main	\$305.67	\$370.96	\$373.32	\$993.63	\$1,005.66	\$1,083.88	\$1,213.60
30" PVC Main	\$305.67	\$370.96	\$373.32	\$993.63	\$1,005.66	\$1,083.88	\$1,213.60
4" CIP/DIP Main	\$322.00	\$381.58	\$449.20	\$940.34			
6" CIP/DIP Main	\$322.00	\$381.58	\$449.20	\$940.34	\$952.37		
8" CIP/DIP Main	\$322.00	\$381.58	\$449.20	\$940.34	\$952.37	\$1,083.88	
12" CIP/DIP Main	\$322.00	\$381.58	\$449.20	\$940.34	\$952.37	\$1,083.88	\$1,213.60
14" CIP/ DIP Main	\$322.00	\$381.58	\$449.20	\$940.34	\$952.37	\$1,083.88	\$1,213.60
16" CIP/DIP Main	\$351.25	\$410.82	\$478.44	\$1,046.92	\$1,058.95	\$1,190.47	\$1,320.19
18" CIP/DIP Main	\$351.25	\$410.82	\$478.44	\$1,046.92	\$1,058.95	\$1,190.47	\$1,320.19
20" CIP/DIP Main	\$351.25	\$410.82	\$478.44	\$1,046.92	\$1,058.95	\$1,190.47	\$1,320.19
24" CIP/DIP Main	\$351.25	\$410.82	\$478.44	\$1,046.92	\$1,058.95	\$1,190.47	\$1,320.19
30" CIP/DIP Main	\$351.25	\$410.82	\$478.44	\$1,046.92	\$1,058.95	\$1,190.47	\$1,320.19

Water Physical Tap Fees DO NOT Include: Permits, excavating, trenching, asphalt, service line or hot tap materials (all materials will be supplied by the contractor). In non-contaminated areas, 3/4" taps will require 1" poly pipe from the corp through the curbstop.

Water Service Line Abandonment: City of Casper water distribution crews must inspect water service line abandonments. Inspections must be scheduled 48 hours in advance and there will be a \$160.00 fee. City of Casper water distribution crews will no longer perform service line abandonments. All service line abandonments must be performed by contractors.

City of Casper Physical Sewer Tap Fees

Main Size/Material	Tap Size	Cost
PVC Sewer Main (all sizes)	4" and 6"	\$292.18
8"-12" Clay Tile	4" and 6"	\$350.67
15" - 27" Clay Tile	4" and 6"	\$409.16
Concrete Sewer Line - All taps into concrete sewer lines will need to be contracted out and core drilled.		

Sewer Physical Tap Fees DO NOT Include: Permits, excavating, trenching, asphalt, sewer service line or tapping saddle (all materials will be supplied by the contractor).

Tap Scheduling: Tap fees must be paid in full prior to scheduling. A 48 hour notice will be required.

Safety: All traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD) standards. All excavations must meet OSHA 29 CFR 1926 Subpart B – Excavation Standards. Failure to meet these safety practices will result in re-scheduling (48 hour notice) and a fee of \$500.

City of Casper Water Meter Charges

Size	Cost
5/8" X 3/4"	\$235.00
1"	\$345.00
1 1/2"	\$610.00
2"	\$720.00

*Meters larger than 2" to be estimated individually.

City of Casper Fire Flow Test Fees

Fire Flow Type	Cost
4" to 8" Building Fire Line	\$405.55
Single Fire Hydrant Flow Test	\$378.55
Double Fire Hydrant Flow Test	\$617.24

BE IT FURTHER RESOLVED, That all other charges and rules and regulations that were developed by the Casper Board of Public Utilities and kept in force after the dissolution of the Casper Board of Public Utilities through Resolution No. 91-81, shall remain in full force and effect.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

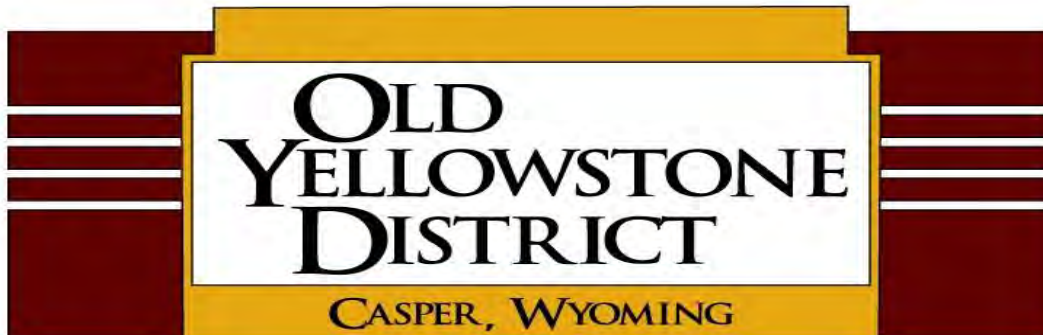
APPROVED AS TO FORM:

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor



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

MIDWEST AVENUE RECONSTRUCTION – PHASE 1
(DAVID STREET – ELM STREET)

The City of Casper, in partnership with their contractor – Treto Construction, and their engineering firm, WWC Engineering – will host an informational meeting about the upcoming construction project and answer questions from affected property owners. You will be introduced to the construction team, updated on the reconstruction project timeline, and review the communication techniques that will be used during construction. The meeting will be start on Monday, November 26th at 5:30 p.m. in the lobby of Casper City Hall, 200 North David Street. There will be street renderings available, and a chance to ask questions will follow the briefing.

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

Sincerely,

*Liz Becher
Community Development Director
235.8241*

*Ethan Yonker
City Project Engineer
235-8341*

11/2018

Casper City Council and Natrona County School District

Greetings,

We as a community have a responsibility to provide support and protection to victims of bullying. Therefore, we call on the Casper City Council and Natrona County School District in implementing changes to STOP enabling bullies by taking the following steps:

- * Stop deeming bullying as mutual combat when a victim stands up for themselves. Confronting a bully is NOT giving permission to be assaulted. Better policies can and should be written with swift enactment.
- * Prosecute juveniles for assault. A child should not have to be killed by their peers before action is taken.
- * Stop referring to victims who stand up for themselves as "aggressors." They are brave to confront their antagonist(s) and deserve to be treated with compassion, NOT indifference.
- * Implement better training of staff with increased communications to the parent(s). A parent of an assault victim should not have to wait over a week to be contacted.
- * Retain transparency with parents. If a child is the victim of an assault and/or bullying incident or accused of misconduct resulting in punishment, the PARENT SHOULD BE ALLOWED TO VIEW THE TAPE being cited as evidence. Mistakes can and have been made by Police and School district officials in their use of such. This is why it's so crucial for parents to have access to this information to make sure their child's civil rights are not being abused.
- * Stop giving victims the same punishment as the bully. There should not be an indifference to peer harassment.
- * Remove individuals engaging in bullying and the assault of other students from the bus. Children's safety should be a priority.
- * Actively pursue available grants and community resources to combat bullying which often leads to suicide of the victim. Many of these resources are FREE and not being utilized-this is unacceptable. Natrona County Suicide Prevention Task Force should not have to fight schools to be allowed to present crucial life saving skills.

Signatures

Name	Location	Date
Amber O'Donnell	US	2018-11-13
Greta Rains	District Heights, CA	2018-11-13
Shannon Jones	Casper, WY	2018-11-13
Kandy Graham	Casper, US	2018-11-13
Erin Lee	Mills, WY	2018-11-13
Shauna Davis	Casper, WY	2018-11-13
Ronni Williams	Riverton, WY	2018-11-13
Martha Lee	Riverton, WY	2018-11-13
Angela Austin	Sioux City, IA	2018-11-13
Stephanie Bauders	Casper, OR	2018-11-13
sandy lee	Casper, WY	2018-11-13
Jamie Wilson	Casper, WY	2018-11-13
Angel Bueno	Casper, WY	2018-11-13
Stacie Gottsch	Casper, WY	2018-11-13
Shea Redfield	Sturgus, SD	2018-11-13
Rebecca O'Donnell	Casper, WY	2018-11-13
Jared Bell	Casper, WY	2018-11-13
Verena Miller	Billings, MT	2018-11-14
Brittany Pierce	Casper, WY	2018-11-14
Lynn Murakami-Delgado	Casper, WY	2018-11-14

Name	Location	Date
Shelbi Griffin	Casper, WY	2018-11-14
Toni McDaniel	Casper, OR	2018-11-14
September Peterson	Cheyenne, WY	2018-11-14
Donna Williams	Cheyenne, WY	2018-11-14
Randall Evans	Casper, WY	2018-11-14
Lani Anderson	US	2018-11-14
Valari Bechtold	Cheyenne, WY	2018-11-14
Amy Taggart	US	2018-11-14
Sara Kurth	Chappell, NE	2018-11-14
Kenneth Shreve	Tulsa, OK	2018-11-14
Corrine wada	Los Angeles, CA	2018-11-14
Nicholas Camara	Cheyenne, WY	2018-11-14
Kristin Tholson	Casper, WY	2018-11-14
Cecil Dobbin	Cheyenne, WY	2018-11-14
Austin Pierce	Casper, WY	2018-11-14
Donald Pierce	Chico, CA	2018-11-14
Nancy Mohn	Casper, WY	2018-11-14
Stacey Wright	Casper, WY	2018-11-14
Ross Joseph	Wylie, US	2018-11-14
Patricia Karbs	Casper, WY	2018-11-14
Nicholas Veasy	Casper, WY	2018-11-14
Sativa Osiris	Cheyenne, WY	2018-11-14

Name	Location	Date
KCI Berg	Cheyenne, WY	2018-11-14
Roberta Mauthe	Cheyenne, WY	2018-11-14
Bretteny Calkins	Casper, WY	2018-11-14
Devon Kern	Casper, WY	2018-11-14
Julia L	Long Branch, US	2018-11-14
Cody Van Gundy	US	2018-11-14
reilly heitt	Danville, US	2018-11-14
Rebecca Steele	Laramie, WY	2018-11-14
Michael McDaniel	Laramie, WY	2018-11-14
ed kok	Novato, US	2018-11-14
Debra Chapman	Casper, WY	2018-11-14
Cynthia Gilmore	Pensacola, FL	2018-11-15
Deven Beeson	Casper, WY	2018-11-15
Lynette Grant	Casper, WY	2018-11-15
Jose Cabrera	Avondale, US	2018-11-15
Amy Albliwi	Casper, WY	2018-11-15
Keisha Simmons	Casper, WY	2018-11-15
Sabrina Belcher	Casper, WY	2018-11-15
Lakota Solberg	Cheyenne, WY	2018-11-15
Anita Kanitz	Stuttgart, Germany	2018-11-15
Anne Oldham	Casper, WY	2018-11-15
Alexa Tall	Elk Grove, US	2018-11-15

Name	Location	Date
Brandie Sundem	Casper, WY	2018-11-15
CALEIGH GRUNDHOFFER	Casper, WY	2018-11-15
Cheyenne Dalgarn	Casper, WY	2018-11-15
Donald Haines	Casper, WY	2018-11-15
Breanne Sterling	Evansville, WY	2018-11-15
Corey Wolfe	Casper, WY	2018-11-15
Kelly White	Casper, WY	2018-11-15
Lorena Pinney	Casper, WY	2018-11-15
Samantha Scott	Casper, WY	2018-11-15
Jessica Anderson	Casper, WY	2018-11-15
Amber Crain	Casper, WY	2018-11-15
Samantha Kalac	Casper, US	2018-11-15
Taylor-anne Decker	Casper, WY	2018-11-15
Jaime Sanborn	Casper, WY	2018-11-15
Alexandra Anderson	Casper, WY	2018-11-16
Shelly Cohee-Crawford	Casper, WY	2018-11-16
Megan Smith	Casper, WY	2018-11-16
Dale Krasovetz	Casper, WY	2018-11-16
DeVona Waddell	Casper, WY	2018-11-16
Christine Becker	Casper, WY	2018-11-16
Jessica Van Horn	US	2018-11-16
Melodie Good	Douglas, WY	2018-11-16

Name	Location	Date
Michelle Bingham	Douglas, WY	2018-11-16
Cheryl Pieri	Casper, WY	2018-11-16
Carmen Beck	Denver, CO	2018-11-16
Trudy Spransy	Thornton, CO	2018-11-16
Bethany Crandall	Casper, WY	2018-11-16
Patricia Flynn	Casper, WY	2018-11-16
Joan Pye	Casper, WY	2018-11-16
Stephanie Noble	Laurel, MT	2018-11-16
Marielle Marne	Phoenix, AZ	2018-11-16
Lily Barrett	Modesto, US	2018-11-17
Amy Stone	Casper, WY	2018-11-17
Brooke Hansen	Casper, WY	2018-11-17
Tori Hollingshead	Denver, CO	2018-11-17
Bobbi Jo Homewood	Casper, WY	2018-11-17
Tonja Homewood	Casper, WY	2018-11-17
Alysha Ostertag	Rawlins, WY	2018-11-17
Liane Franklin	Casper, WY	2018-11-17
Ariel Hollingshead	Labarge, WY	2018-11-17
Michelle Valdespino	San Leandro, US	2018-11-17
Penny Gale	Rawlins, WY	2018-11-17
Sydney Lovato	Rawlins, WY	2018-11-18
Moriah Struck	Mills, WY	2018-11-19

Name	Location	Date
Jen Miller	Fort Benton, MT	2018-11-19
Cassie Amadio	Casper, WY	2018-11-19
Denise Pierce	San Jose, CA	2018-11-20



Wyoming
Association of
Municipalities
Building Strong Communities

MEMORANDUM

TO: All Mayors, County Commission Chairpersons, Municipal Clerks,
and County Clerks (All Municipal and County Clerks: Please distribute to
Mayors and County Commission Chairpersons)

FROM: Rick Kaysen, WAM Executive Director, and
Pete Obermueller, WCCA Executive Director

DATE: July 1, 2018

SUBJECT: WAM-WCCA Energy Lease Program Request for Proposals

The Wyoming Association of Municipalities/Wyoming County Commission Association (WAM-WCCA) Energy Lease Program Joint Oversight Board is issuing a request for proposal for the 2019 Energy Lease Program Awards. Cities, towns, and counties are encouraged to apply for leases to increase energy efficiency. Zero interest leases between \$2,500 and \$100,000 will be awarded for projects that will increase the energy efficiency of public facilities, or other projects consistent with the State Energy Conservation Plan (contact WAM for a copy). Attached please find a Request for Proposal soliciting local government lease applications.

The WAM-WCCA Energy Lease Program is overseen by a Joint Oversight Board which consists of three county and three municipal officials appointed by the Presidents of WCCA and WAM. All leases will be for a period of two years, amortized over ten years, and each lease can be renewed up to four times. For example, a lease to replace an inefficient furnace, costing \$10,000, could be a two-year lease with \$1,000 annual payments and a balloon payment at the end of the term for \$8,000. The lease, however, could be renewed four times with a corresponding reduction in the balloon payment. Equal quarterly payments are required.

Applications must be received at the WAM Office no later than 5:00 p.m. on December 8, 2018. Lease applicants should use the attached WAM-WCCA Energy Lease Program application cover sheet. The Joint Oversight Board will review all applications for consistency with the State Energy Conservation Plan before consideration. Any application not consistent with the State Energy Conservation Plan will be returned to the applicant with an opportunity to revise the application. The Joint Oversight Board will meet in January 2019 to review applications. Awardees will have 90 days to accept the lease award. Funds will be available to the awardees on or after July 1, 2019 and must be requested by June 30, 2020.



Wyoming
Association of
Municipalities
Building Strong Communities

The total amount of lease money available for award on July 1, 2019, is expected to be approximately \$450,000.

Potential lease applicants should carefully read the attached Request for Proposal. For further information, please contact Earla Checchi at the WAM Office, call 307-632-0398 or email checchi@wyomuni.org.

WAM-WCCA Joint Oversight Board:

Commissioner, Jim Willox, Converse County
Commissioner, Rob Hendry, Natrona County
Commissioner, Troy Thompson, Laramie County
Facility Maintenance Manager, Scott Stevensen, City of Laramie
Council Member Hailey Morton-Levinson, Town of Jackson
Clerk/Treasurer Lynette Strecker, City of Torrington





Wyoming
Association of
Municipalities
Building Strong Communities

REQUEST FOR PROPOSALS (RFP)

WAM-WCCA ENERGY LEASE PROGRAM

The WAM-WCCA Energy Lease Program is soliciting Proposals (Lease Applications) for funding of zero interest (0%) leases for projects authorized under the State Energy Conservation Plan (SECP), including energy efficiency improvements to existing, or new public buildings. **The improvements must show a monetary savings, and, if possible, a BTU savings. The BTU savings should have documentation verifying this savings.**

Capitalization for the WAM-WCCA Energy Lease Program comes from a Petroleum Violation Escrow Account grant originally awarded to WAM and WCCA by former Governor Mike Sullivan on May 28, 1991.

Leases under the WAM-WCCA Energy Lease Program shall be in amounts of not less than \$2,500, not more than \$100,000. Leases will be amortized over no more than a ten (10) year period with four equal payments per year.

Lease Applications shall be no longer than three pages. Each lease application shall contain the following information, at a minimum: name of city, town, or county submitting the lease application; name, address, and phone number of the contact person; signature of the mayor or county commission chairman, as applicable; and a general description of the project.

A city, town, or county may submit applications for more than one project. However, each project should be submitted under a separate lease application. If a city, town, or county submits more than one application for this award period, the city, town, or county must **prioritize their project applications**. The total lease outstanding balance for any one city, town, or county shall not exceed \$150,000.

Lease applications will only be accepted from cities, towns, and counties. The city, town, and county submitting a lease application shall be held responsible for full re-payment of any lease award received.

Lease applications must be received at the office of the Wyoming Association of Municipalities (WAM) no later than 5:00 p.m. December 8, 2017. Lease applications can be mailed to the WAM Office at 315 W. 27th Street, Cheyenne, WY 82001, faxed to 307-632-1942, or emailed to checchi@wyomuni.org.

Lease awards will be determined by the Joint Oversight Board of the WAM-WCCA Energy Lease Program at their meeting in January 2018. Award letters will be mailed out shortly thereafter. Grantees shall accept or deny lease awards in writing within 90 days of award notification, or they shall lose the lease award. Email notification is acceptable. Lease funds will be available on or after July 1, 2018. Awards must be requested by June 30, 2019.

Interested cities, towns, and counties may contact Earla Checchi (307) 632.0398 at the WAM office for more information.



Wyoming
Association of
Municipalities
Building Strong Communities

LEASE APPLICATION COVER SHEET

WAM-WCCA ENERGY LEASE PROGRAM

NOTE: This cover sheet should be the first page of each application for a WAM-WCCA Energy Lease. A separate cover sheet and supporting documents showing the energy savings should be submitted for each project.

Please Print or Type

Title of Project: _____

Name of City/Town/County: _____

Name of Contact Person: _____

Address: _____

Phone: (307) _____

Amount of Lease Requested: \$ _____

On behalf of the City/Town/County of _____, I hereby agree that all of the information submitted is correct to the best of my knowledge, and that this application is being submitted with the consent of the governing body.

Mayor/Chairman of Board of County Commissioners

Date



From: Rick Kaysen [mailto:rkaysen@wyomuni.org]
Sent: Monday, November 19, 2018 3:35 PM
Subject: FW: Responding to the 2020 Census

Good afternoon—please see below if not already received. Happy T-giving Holiday week--

Rick Kaysen, Executive Director
Wyoming Association of Municipalities
315 West 27th Street
Cheyenne, WY 82001
307-632-0398

rkaysen@wyomuni.org

www.wyomuni.org

"Communities that don't matter, don't exist."



From: Stephanie A Freeman (CENSUS/DN FED) <stephanie.freeman@2020census.gov>
Sent: Friday, November 16, 2018 3:59 PM
Subject: Responding to the 2020 Census

The 2020 Census will offer 4 ways to respond, including 2 ALL NEW ways!

1. Secure Internet

New and Quick, Respond Online.

It's safe, secure and confidential. Your information and privacy are protected. It's economical both for you and for the taxpayers.

It's greener saving trees and it's user friendly—offering you help screens and the ability to review your answers.

2. Respond by Phone

Our numerators are ready to take your information question by question from the convince of your phone from any location.

3. Respond by Mail

Wait until you receive your paper form through the mail or dropped at your residence. It can be filled out at home and dropped into your mailbox or post office.

4. In-person Interview

Our numerators will visit residences that choose not to self respond.

The 2020 Census will also be available online in multiple languages including English, Spanish, Vietnamese, Chinese, Korean, Arabic, Polish, Japanese, Haitian Creole, Russian, Tagalog, French and Portuguese.

To schedule a meeting to get your community started with a complete count committee to ensure that everyone is counted, contact me today!

Stephanie Freeman, Wyoming Partnership Specialist

Dallas Regional Census Office / Field Division / Denver Region

U.S. Census Bureau

cell: 307.640.8975

email: Stephanie.Freeman@2020census.gov

[census.gov](https://www.census.gov) | Connect with us [@uscensusbureau](https://twitter.com/uscensusbureau)

Jobs: [2020Census.gov/Jobs](https://www.2020census.gov/jobs)

From: Justin Schilling [mailto:jschilling@wyomuni.org]

Sent: Wednesday, November 21, 2018 10:35 AM

To: Renee Jordan-Smith <rjordansmith@casperwy.gov>

Subject: Word from WAM - Turkey Day, Community Review Opportunity, Wyoming 2-1-1, Trivia!



Wyoming
Association of
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Building Strong Communities

Word from WAM!

A Weekly Message

Happy Thanksgiving from WAM!



From all of us here at WAM, we hope you have a safe and Happy Thanksgiving Day! The WAM office will be closed Thursday the 22nd and Friday the 23rd so staff can enjoy time and count blessings with friends and family.

WBC/UW Community Review Application Window Open

The Wyoming Business Council and the University of Wyoming Extension (UW) are now accepting applications for Community Reviews to benefit Wyoming communities in 2019.

A Community Review is a strategic planning process designed and conducted in coordination with leaders, business owners and residents in your community. The centerpiece of the program is a 1- to 2-day visit to your community by a team of community and economic development professionals.

The members of this visiting team volunteer their time and talents to support your community in developing a plan to manage change and pursue your goals on your terms.

The Community Review process will clarify your community's goals and opportunities, improve coordination among individuals and organizations, inform you of available funding and other resources, and provide a substantial in-kind contribution that can be used to support future grant applications.

This is currently a pilot project. Two communities will be accepted in the spring of 2019. The application deadline is February 1 for reviews to be scheduled in late spring.

Click [here](#) for more information and to apply.



WAM Encourages You to Get to Know Wyoming 2-1-1



As we mentioned previously in Word From WAM, over the next few weeks we'll be partnering with Wyoming 2-1-1 to help educate municipalities about the service and how they might be able to use it to help at-risk individuals within their communities. This is the third of four parts.

How does Wyoming 2-1-1 benefit the community?

Designed to be the main database for storing and providing information to local and state governments as well as non-profit agencies, Wyoming 2-1-1 creates the community infrastructure for linking the array of services of nonprofit and public agencies into a more efficient, coordinated network. Government, nonprofits and service organizations will receive fewer inappropriate requests for help, and their dollars can be focused on providing services. Wyoming 2-1-1 strengthens the community by uniting the people who want to help with those who need help. Wyoming 2-1-1 is also a useful planning tool. Information and Referral Specialists collect demographic information about the caller and track the needs of the caller through a confidential process. Wyoming 2-1-1 provides and tracks trends and unmet needs of communities throughout the State of Wyoming. Based on aggregate data about the types of calls that 2-1-1 receives, communities are in a better position to anticipate demand for services and mobilize resources to meet changing needs.

In addition, Wyoming 2-1-1 plays a critical connection in the recovery process as a community prepares for and responds to a crisis. Wyoming 2-1-1 has been able to assist with wildfires, floods and the eclipse, and are currently under contract with the Wyoming Department of Health to stand up in the event of a health crisis. 2-1-1 helps support the integrity of 9-1-1 systems, saving that vital community resource for life-threatening emergencies.

**WAM-WCCA Energy Lease Program Proposal Deadline
Rapidly Approaching**

WAM and the WCCA want to help your community be more energy efficient

Deadline for proposals for the 2019 Energy Lease Program Awards is December 8th. Click the link below for more information.

[Click Here](#)



Weekly WAM Wyo-centric Trivia!

This Week's Winner Gets a \$10 Pre-Paid Card



As Executive Director Rick Kaysen always reminds me, "You've got to have a little fun in life." So, every week in Word From WAM, we'll be posting a Wyo-centric trivia question for fun and fabulous prizes. Click the button below to submit your answer, and we'll draw a winner from all the correct answers we receive to get a \$10 pre-paid card from your friends here at WAM. Have fun and good luck!

Please Note These cards are good for in-person purchases anywhere Mastercard is accepted, but cannot be used for online purchases.

Question: While wild turkeys can be found around the state today, they were non-existent in Wyoming at the beginning of the 20th Century. They were introduced into the state in 1935, with 15 turkeys being transplanted from what other western state?

[Click to Answer](#)

Congratulations to last week's winner Teresa Montgomery, Clerk/Treasurer for the Town of Rolling Hills! She was one of a few who knew that Ernest Hemingway did indeed choose Cheyenne as the site for his wedding on this date 78 years ago. Thanks for playing and your gift card is on its way!

**2019 WAM Winter Conference
Early Bird Registration Open Now!**

Snowy Mountain -Mardi Gras-



FEBRUARY 20-22, 2019



CHEYENNE, WYOMING

**Come join us for the WAM Winter Conference to be held
February 20-22, 2019 at Little America in Cheyenne.**

**Be sure to register for rooms before the 19th of January to receive the reduced
conference rate! See the registration page for participating host hotels.**

[Click here to see this year's agenda](#)



**Gregg Piburn - WAM General Session Speaker
"BIG Leadership in Small Packages"**

[Click Here to Register](#)

Legislative Interim Committee Meetings

Corporations

11/26/2018 - 11/27/2018 Cheyenne, WY

Livestream available on the Legislature's website at www.wyoleg.gov

Education

11/27/2018 - 11/28/2018 Casper, WY

Livestream available on the Legislature's website at www.wyoleg.gov

Revenue

11/28/2018 - 11/30/2018 Cheyenne, WY

Livestream available on the Legislature's website at www.wyoleg.gov

Minerals

11/29/2018 - 11/30/2018 Casper, WY

Livestream available on the Legislature's website at www.wyoleg.gov



Wyoming Community Development Authority
"Financing Affordable Housing in Wyoming"

November 6, 2018

Ray Pacheco, Mayor
City of Casper
200 N David
Casper, WY 82601

RE: Low-Income Housing Tax Credit Project

Dear Mayor Pacheco:

We have received and are considering an application from Grimshaw Investments, LLC to develop affordable housing units in your jurisdiction. Section 42 of the Internal Revenue Code requires we contact your office and give you an opportunity to comment on any Tax Credit project. We would particularly appreciate any comments that address the project's suitability and fulfillment of your local housing assistance plans, neighborhood preservation plans or other organized community development and revitalization programs. The Fairgrounds Residentials project has the following characteristics:

PROJECT INFORMATION

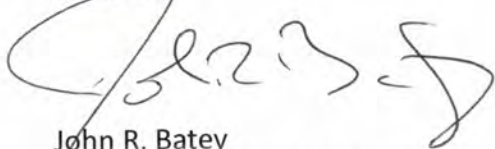
Project Name	Fairgrounds Residentials
Location	2086 Greenspire Drive Casper, WY 82604
Owner	Fairgrounds Trail, LLC 39 E 1 st Street Sheridan, WY 82801
General Partner(s)	Stephen L. Grimshaw

PROJECT DETAILS

Project Type	New Construction
Site Acreage	2.05
# of Buildings	1
Total Units	70
Total Square Ft.	62,575
LIHTC Units	69
LIHTC Square Ft.	48,745
Employee Occupied Units	1
Market Units	0
Market Square Ft.	0
Common Use Square Ft.	13,830
Housing Type	Elderly (55+) Residential
Unit Type	Apartment
Annual Tax Credits Requested	\$1,019,327

If you have any comments please submit them to Wyoming Community Development Authority Attn: Edie Phillips P.O. Box 634, Casper WY 82602 by November 20, 2018. If we have no response, we will proceed in processing the application. If you have any questions, please contact this office.

Sincerely,



John R. Batey
Director of Affordable Housing Development



Wyoming Community Development Authority
"Financing Affordable Housing in Wyoming"

November 6, 2018

Ray Pacheco, Mayor
City of Casper
200 N David
Casper, WY 82601

RE: Low-Income Housing Tax Credit Project

Dear Mayor Pacheco:

We have received and are considering an application from Wyoming Housing Network to develop affordable housing units in your jurisdiction. Section 42 of the Internal Revenue Code requires we contact your office and give you an opportunity to comment on any Tax Credit project. We would particularly appreciate any comments that address the project's suitability and fulfillment of your local housing assistance plans, neighborhood preservation plans or other organized community development and revitalization programs. The Spring Hill Apartments project has the following characteristics:

PROJECT INFORMATION

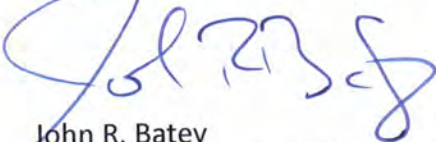
Project Name	Spring Hill Apartments
Location	650 S Walsh Drive Casper, WY 82609
Owner	Wyoming Housing Network, Inc. 2345 E 2 nd Street Casper, WY 82609
General Partner(s)	Spring Hill Apartments LLC

PROJECT DETAILS

Project Type	Rehabilitation
Site Acreage	4.47
# of Buildings	13
Total Units	127
Total Square Ft.	102,532
LIHTC Units	127
LIHTC Square Ft.	98,816
Employee Occupied Units	0
Market Units	0
Market Square Ft.	0
Common Use Square Ft.	3,716
Housing Type	Multifamily Residential
Unit Type	Apartment
Annual Tax Credits Requested	\$0

If you have any comments please submit them to Wyoming Community Development Authority Attn: Edie Phillips P.O. Box 634, Casper WY 82602 by November 20, 2018. If we have no response, we will proceed in processing the application. If you have any questions, please contact this office.

Sincerely,



John R. Batey

Director of Affordable Housing Development

Wireless Communication Facilities

FCC Order – Potential Code Update Items

On September 27, 2018, the FCC released a Declaratory Ruling and Third Report and Order (“Order”) that limits state and local management of small wireless infrastructure deployment and associated fees for use of the rights of way and public property in the rights of way. The Ruling and Order will take effect **January 14, 2019**.

SUMMARY OF WHAT THE ORDER DOES:

- ❖ **Caps all fees** related to small wireless facilities (SWF) at “a reasonable approximation of the state or local governments’ actual and reasonable costs.”
 - Caps apply to application/review or similar fees for SWF inside and outside the rights of way; right of way use fees; and fees for use of municipal property in the rights of way.
 - These fees are presumed to meet the standard:
 - Non-Recurring Fees: \$500, including a single up-front application that includes up to five SWF, with an additional \$100 for each SWF beyond five, or \$1,000 for non-recurring fees for a new pole to support SWF.
 - Recurring Fees: \$270 per SWF per year for all recurring fees, including any ROW access fee or fee for attachment to municipally-owned structures in the ROW.
 - Local governments can charge fees higher than those set forth above if they can show the fees are:
 - A reasonable approximation of costs;
 - Those costs themselves are reasonable; and
 - They are non-discriminatory.
- ❖ **Preempts aesthetics requirements** for SWF unless they are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance.
 - Under this standard, requirements that all wireless facilities be deployed underground are preempted, as is any undergrounding requirement that “materially inhibits wireless service.”
 - Implies that minimum spacing requirements likely could not meet this standard.
- ❖ **Imposes shot clocks** of 60 days for SWF added to existing structures (regardless of whether the structure already supports a SWF) and 90 days for SWF using a new structure.

- Existing shot clocks for non-SWF deployments remain in place: 90 days for collocation on an existing structure; 150 days for deployment on a new structure.
- Both the new and existing shot clocks apply to “any approval that a siting authority must issue under applicable law prior to deployment.” This includes zoning approvals and building permits, and may also include license or franchise agreements to access the rights of way, leases for use of municipal poles or property in the rights of way, electric permits and road closure permits, among others.
- For SWF, shot clocks are reset, not just tolled, if the siting authority notifies the applicant within 10 days after submission that the application is incomplete. For subsequent determinations of incompleteness, the shot clock would toll—not reset—if the siting authority provides written notice within 10 days that the supplemental submission did not provide the requested information.
- For non-SWF, shot clocks begin to run when an application is first submitted, and can be paused—not reset—if the siting authority notifies the applicant within 30 days that the application is incomplete. For subsequent determinations of incompleteness, the process is the same as described above for SWF.
- Failure to act within the new SWF shot clock constitutes a presumptive violation of the Communications Act and applicants may seek expedited injunctive relief in court within 30 days of a local government missing a shot clock deadline. There is no “deemed granted” remedy.
- **Defines SWF** as, among other things:
 - ❖ Facilities
 - mounted on structures 50 feet or less in height including their antennas; or
 - mounted on structures no more than 10 percent taller than other adjacent structures; or
 - that do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.
 - ❖ Each antenna associated with the deployment, excluding associated antenna equipment, is no more than 3 cubic feet in volume;
 - ❖ All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

- ❖ **Does not grandfather** existing agreements or state small cell bills or other state laws, which may be preempted to the extent they conflict with the Ruling and Order. Local contracts may be preempted.

CITY OPTIONS

- ❖ Change the ordinance to conform to the FCC's order regarding:
 - Small cell definition
 - Shot clock updates
 - Aesthetic standards
 - Fees
- ❖ Support litigation/Rally with other Cities
 - Multiple grounds for challenge, several broad categories:
 - Statutory - - Non-compliance with, violation of underlying statutes, §§ 253, 332(c)(7);
 - Procedural, EIS
 - Chevron deference to agencies inapplicable, overturned
 - Constitutional grounds, such as violations of 5th and 10th amendments and Commerce Clause
- ❖ Negotiate with Vendors up-front
- ❖ Leave our ordinance the way it is & force negotiation or litigation.
 - Prevailing Party Attorney's Fees: In 2003, the US Court of Appeals for the Seventh Circuit disallowed attorney fees for the prevailing party under the Telecommunications Act; while in 2007, the US District Court, N.D., Illinois (Eastern Division) would not foreclose the possibility of prevailing party attorney fees under the 1st & 14th Amendments of the US Constitution regarding telecommunications.

Other Items

- ❖ Start Cost Studies/Time Tracking/Count Everything
 - Presumed reasonable costs v. actual costs
- ❖ Coordinating Permits Processes
- ❖ Aesthetic standards; Uniformity