



Date: 11/26/2024

## OUTSIDE USER SANITARY SEWER SERVICES AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Board of Public Utilities of the City of Cheyenne, a municipal corporation organized pursuant to the laws of the State of Wyoming, hereinafter referred to as the "BOPU," and Laramie County Commissioners, hereinafter referred to as the "USER(S)."

WITNESSETH:

WHEREAS, the USER(S) are the current owners of and are desirous of connecting the property described as follows to BOPU sanitary sewer:

Laramie County Commissioners  
Being situated in portions of Sections 27, 28, and 26  
Being Site 52 of Archer Ranch Sites,  
T14N, R66W. of the 6<sup>th</sup>. P.M., Laramie County, Wyoming; and

WHEREAS, the BOPU has exclusive control of all City of Cheyenne, (hereinafter, "City"), owned sanitary sewer systems and operates the same for the City and may furnish surplus sanitary sewer facilities to persons outside the City pursuant to WYO. STAT. § 15-7-404 (a) (1977) and Title 13 of the Cheyenne City Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. The BOPU shall allow the USER(S) to connect the above-referenced property to the existing BOPU sanitary sewer system at points determined by the BOPU.

2. The BOPU shall provide all necessary inspections for the construction and installation of the service line connections. The USER(S) shall provide the BOPU with a certificate of compliance, signed in affidavit form by a contractor licensed in the City, verifying that all construction materials and trade installation of service lines, service line fittings, and termination points at or in USER(S) dwellings and at the location of the USER(S) dwellings are in accordance with applicable provisions of federal, state and local codes, laws, and/or ordinances. Specific codes in effect include BOPU'S standards, International Plumbing Codes and International Mechanical Codes. Specific reference shall be given stating that the service line is only servicing one building. Inspection fees to be paid by the USER(S) shall compensate the BOPU at 1.5 times the then current inspection fee charged to in-City users.

3. The USER(S) shall retain ownership of all improvements from the point of tapping into the sewer main and shall be responsible for the maintenance, repair and upkeep thereof.

4. The USER(S) shall comply with all applicable federal, state and local laws, rules, regulations and ordinances governing sanitary sewer systems including but not limited to the applicable chapters of Cheyenne City Code Title 13. The USER(S) shall comply with all technical codes applicable to in-City construction which use or connect to the sewer main including the BOPU standards, International Plumbing Codes and International Mechanical Codes.

5. The USER(S) shall pay 1.5 times the BOPU sewer rates presently in effect for in-CITY users and shall be subject to all subsequent changes thereof. The USER(S) shall pay 1.5 times the BOPU sewer tap fees, system development fees and all other appropriate rates and fees. In the event the BOPU negotiates a different sewer rate with a similarly situated user, the BOPU and USER(S) agree to adjust the sewer rates in a manner consistent with that negotiated with the similarly situated user. In the event the BOPU negotiates a sewer agreement with a district hereinafter created, the BOPU and USER(S) agree to adjust the sewer rates in a manner consistent with the sewer rates charged to the customers in said district by the sewer district. If annexation to the City takes place, the sewer rate and tap fees and other such charges will be not more than those charged to all other BOPU users. USER(S) charges for residential contributors not connected to City water shall be based on an average water consumption for that type of user, as

determined by the BOPU. If the USER(S) is an industrial or commercial user and is not connected to BOPU water and utilizing the same for domestic purposes, in order to compute monthly sewer charges, USER(S) shall install a water meter on their domestic water supply pursuant to the following conditions:

- a) the BOPU shall furnish required meters which shall remain the property of the BOPU;
- b) the USER(S) shall provide the necessary meter vault and plumbing such that a meter can be installed;
- c) the USER(S) shall install the meter;
- d) the BOPU shall maintain and read the meter from which monthly sewer charges will be calculated; and
- e) the USER(S) may meter irrigation water separate from domestic and commercial use for calculating sewer charges.

6. The USER(S) hereby consents to the annexation of the above-referenced property in the event said property qualifies for annexation to the City in accordance with WYO. STAT. § 15-1-402 and Cheyenne City Code Chapter 1.16 as the same may be hereafter amended and, by warranty deed covenants, will require future USER(S) to consent to the terms and conditions of this agreement including the annexation of the above-referenced property which utilizes the sewer mains in the event said property qualifies for annexation to the City in accordance with WYO. STAT. 15-1-402 and Cheyenne City Code Chapter 1.16 as the same may be hereafter amended.

7. No septic systems will be allowed within said property so long as sanitary sewer service is furnished by the BOPU or its successors.

8. The USER(S) shall include the affirmative covenant attached hereto as Exhibit A and made a part hereof by this reference, with appropriate book and page numbers from the filing of this agreement with the Laramie County Clerk of Deeds, in all deeds from USER(S) conveying property included in the above-referenced property and hereby assign an equal right to the City to enforce the same.

9. The BOPU reserves the right to increase said sewer rate (to 2.0 times the in-City rate or the maximum allowed by law) to any property or lot within the above-referenced property not annexed to the City if said property or lot qualifies for annexation to the City and the City requests such annexation.

10. By entering into this Agreement, the BOPU, City of Cheyenne, and USER(S) do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law, including Wyo. Stat. § 1-39-101, *et seq.*

11. Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions of the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.

12. If a provision, section, subsection, sentence, clause or phrase of this agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of the agreement, which shall continue in full force and effect.

13. The terms and conditions contained herein shall be a covenant running with the land and shall extend to and be binding upon the USER(S), their heirs, devisees, personal representatives, successors and assigns.

14. This agreement contains all the agreements of the representations between the

parties. None of the terms of this agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

BOARD OF PUBLIC UTILITIES  
CITY OF CHEYENNE, WYOMING

By: \_\_\_\_\_  
Bradley A. Brooks,  
Director of the Board of Public Utilities  
of the City of Cheyenne, Wyoming

STATE OF WYOMING     )  
  ) ss  
COUNTY OF LARAMIE    )

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Bradley A. Brooks, with whom I am personally acquainted, and who, upon oath, acknowledged that he is the Director of Board of Public Utilities of the City of Cheyenne, Wyoming, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

User: Laramie County Commissioners  
Gunnar Malm, Chairman

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

\_\_\_\_\_  
Print Name and Title

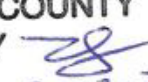
STATE OF                             )  
  ) ss  
COUNTY OF                        )

Before me, a Notary Public in and for the state and county aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that he/she executed the foregoing instrument for the purposes therein contained, by signing his/her name as such officer.

Witness my hand and official seal at office in the state and county aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY   
2-13-25

## EXHIBIT "A"

### COVENANT

The above conveyance is expressly made subject to the terms and conditions of the USER SANITARY SEWER SERVICES AGREEMENT recorded in book \_\_\_\_\_ and pages \_\_\_\_\_ with the Laramie County Clerk of Deeds, such terms and conditions to be binding upon and to be observed by the Grantee(s) herein and (his, her, their) heirs, executors, administrators and assigns, and to run with and bind the land in favor of and to be enforceable by the Grantor and their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming. In the event of a violation or non-observance of the terms and conditions of said USER SANITARY SEWER SERVICES AGREEMENT, the Grantor, their legal representatives, heirs, successors and assigns including the City of Cheyenne, Wyoming, shall have the right to enforce the same including but not limited to granting consent to the annexation on behalf of the Grantee(s); and no act or admission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of such condition.