

**RESOLUTION NO. 2024-07**

**RESOLUTION AUTHORIZING ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY, WYOMING REGARDING WATER AND SEWER SYSTEM**

**WHEREAS**, The Town of Bar Nunn has assumed operations of the Wardwell Water & Sewer District's systems which have, in turn, been assigned to Bar Nunn as part of the process of dissolution of the Wardwell Water & Sewer District; and

**WHEREAS**, a portion of the Wardwell Water & Sewer District lies outside of the municipal boundaries of the Town of Bar Nunn and, further, outside of the growth boundaries of the Town of Bar Nunn; and

**WHEREAS**, The Town of Bar Nunn and Natrona County wish to set forth their understanding that:

- No participation in the running or operation of the water system being assumed by Bar Nunn shall be required of Natrona County.
- Bar Nunn shall respect the growth boundaries that apply to the Town of Bar Nunn.
- Bar Nunn shall continue to provide services to the properties within the former Wardwell Water & Sewer District according to the provisions of the Memorandum of Understanding of October 4, 2023 between the Wardwell Water & Sewer District and the Town of Bar Nunn, provided that nothing shall preclude the residents of the areas outside of the Town of Bar Nunn from seeking to be annexed into a municipality whose growth boundary they are in and which they are legally qualified to be annexed by;
- Natrona County and Bar Nunn shall cooperate with each other in regard to the operation of the system such that: 1) Bar Nunn shall provide to Natrona County such information as a municipality is properly required to do for those areas that are within its municipal boundaries, 2) Bar Nunn shall provide to Natrona County such information as it is required to do as an entity providing water and sewer services to an unincorporated area of a county or to areas outside of its municipal boundaries, and 3) Bar Nunn and Natrona County shall cooperate with each other in regard to any development proposals being made to Natrona County that are within the unincorporated areas of Natrona County which will be served by the Town of Bar Nunn.


And;

**WHEREAS**, The parties have set forth these desires in a Memorandum Of Understanding, a true and accurate copy of which is attached hereto.


**NOW, THEREFORE**, The Governing Body of the Town of Bar Nunn hereby authorizes the Mayor of the Town of Bar Nunn to execute the Memorandum of Understanding between Bar Nunn, Wyoming and Natrona County, Wyoming.

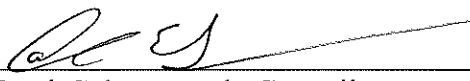
**PASSED, APPROVED AND ADOPTED on this 2nd day of January, 2024.**

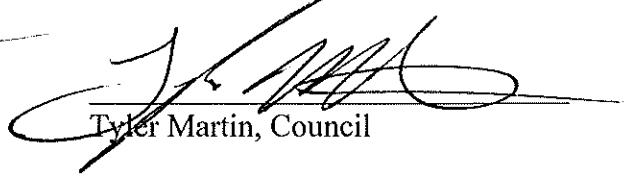
By:

  
\_\_\_\_\_  
Peter Boyer  
Town of Bar Nunn, Wyoming

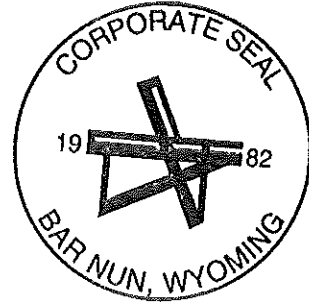
  
\_\_\_\_\_  
Steven Clark, Council

  
\_\_\_\_\_  
Tim Ficken, Council

  
\_\_\_\_\_  
Frank Schwarzrock, Council

  
\_\_\_\_\_  
Tyler Martin, Council

ATTEST:   
\_\_\_\_\_  
Kalista Schwarzrock, Town Clerk-Treasurer



**MEMORANDUM OF UNDERSTANDING  
BETWEEN NATRONA COUNTY AND TOWN OF BAR NUNN WYOMING  
REGARDING WATER AND SEWER SYSTEM**

This Memorandum of Understanding (MOU) is made and entered this 19<sup>th</sup> day of December, 2023, by and between the Natrona County, Wyoming, and the Town of Bar Nunn, Wyoming, a Municipal Corporation, hereinafter sometimes referred to as Bar Nunn.

**RECITALS**

**WHEREAS**, In 2013 the municipalities in Natrona County entered into Municipal Growth Management Agreement which set out certain boundary areas reserved for the various entities' municipal growth; and

**WHEREAS**, in 2016 that Agreement was modified such that there was a Municipal Growth Management Agreement that included a growth boundary area more specifically for the Town of Bar Nunn; and

**WHEREAS**, The Municipal Growth Management Agreement remains in effect; and

**WHEREAS**, Bar Nunn's growth area was described in that Agreement as follows:

**ARTICLE II: GROWTH AREA FOR TOWN OF BAR NUNN**

The Town shall have the right to annex real property, according to Wyoming state law, free and clear of any objection or claim by the other City, in and to the future growth areas for the Town delineated in Exhibit "A", and further described as follows:

Commencing at the southwest corner of Section 23, T.34N., R.80W. 6<sup>th</sup> P.M., Natrona County, Wyoming, being the point of beginning;  
Thence east along the south boundary of said Section 23 and south boundary of Section 24, T.34N., R.80W;  
Thence continuing east along the south boundaries of Sections 19 and 20, T.34N., R.79W., to the west right-of-way line of U.S. Interstate 25;  
Thence north along the west right-of-way line of U.S. Interstate 25 to the intersection with the north boundary of Section 33, T.35N., R.79W.;Thence west along the north boundary of said Section 33 and north boundaries of Sections 32 and 31, T.35N., R.79W.;Thence continuing west along the north boundaries of Sections 36 and 35, T.35N., R.80W. to the northwest corner of said Section 35;

Thence south along the west boundary of said Section 35 and west boundaries of Sections 2, 11, 14, and 23, T.34N., R.80W to the southwest corner of said Section 23, also being the point of beginning.

and;

**WHEREAS**, The Wardwell Water & Sewer District services areas that are located: 1) within the Town of Bar Nunn; 2) within unincorporated areas of Natrona County that are within Bar Nunn's growth area; and 3) within unincorporated areas of Natrona County that are within the City of Casper's growth area; and 4) within the City of Mills; and

**WHEREAS**, The Wardwell Water & Sewer District is dissolving, and its system, duties and obligations shall be taken over, in their entirety, by the Town of Bar Nunn; and

**NOW THEREFORE**, In exchange for the terms, conditions and covenants set forth herein the parties hereto warrant and agree as follows:

### **AGREEMENT**

#### **1. Growth Boundaries to be respected.**

Bar Nunn shall respect the growth boundaries set out in the Municipal Growth Management Agreement and shall not seek to annex any area that falls within the City of Casper's growth boundary, the City of Mills' growth boundary, or in the unincorporated areas of Natrona County that fall outside of the Town of Bar Nunn's growth boundaries. Bar Nunn's operation of the former Wardwell system as a Town of Bar Nunn system shall not, in any fashion, imply a right, duty or intent to annex areas outside of the Town of Bar Nunn's growth boundaries.

#### **2. Bar Nunn to provide service to Wardwell customers.**

Bar Nunn shall continue to provide services to the properties within the former Wardwell Water & Sewer District according to the provisions of Memorandum of Understanding of October 4, 2023 between the Wardwell Water & Sewer District and the Town of Bar Nunn, provided, however, that nothing shall preclude the residents of the areas outside of the Town of Bar Nunn's growth boundaries or otherwise outside of the Town of Bar Nunn from seeking to be annexed into a municipality whose growth boundary they are in and which they legally qualify to be annexed by.

#### **3. No participation by Natrona County required.**

Natrona County shall not be required to participate in the transfer of the Wardwell Water & Sewer District system to the Town of Bar Nunn in any fashion. Natrona County shall, further, have no obligation to provide water and/or sewer services to those areas that fall within what is presently within the Wardwell Water & Sewer District and shall have no financial obligations in regard to the same.

#### **4. Cooperation between the Natrona County and Bar Nunn.**

Natrona County and the Town of Bar Nunn shall, at all times, cooperate with each other in regard to the operation of the water and sewer services such that:

- a. Bar Nunn shall provide to Natrona County such information as a municipality is properly required to do for those areas that are within its municipal boundaries; and

- b. Bar Nunn shall provide to Natrona County such information as it is required to do as an entity providing water and sewer services to an unincorporated area of a county or to areas outside of its municipal boundaries.
- c. Bar Nunn and Natrona County shall cooperate with each other in regard to any development proposals being made to Natrona County that are within the unincorporated areas of Natrona County which will be served by the Town of Bar Nunn.

Entered into this 19<sup>th</sup> day of Dec., 2023

ATTEST:

Natrona County

Tracy Good  
 Tracy Good  
 County Clerk



My term of office expires  
 January 4, 2027

Steven Freeland  
 Steven Freeland, Chairman  
 For Natrona County

Town of Bar Nunn

Kalista Schwarzrock  
 Kalista Schwarzrock  
 Town Clerk

Peter Boyer  
 Peter Boyer  
 Mayor Town of Bar Nunn

APPROVED AS TO FORM  
 NATRONA COUNTY ATTORNEY  
 HEATHER DUNCAN-MALONE

Heather Duncan-Malone  
 Date: 12/14/23