

REGULAR COUNCIL MEETING  
 Tuesday, March 7, 2017  
 6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Keep Your Remarks Pertinent and Non-Repetitive.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons. Presentations will be Limited to Five Minutes or Less per Person.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

**Downtown** - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

**Infrastructure** - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

**Recreation** - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

<b>Council Goals Scorecard</b>
<i>Actions since 5/5/2015</i>
<b>31</b>
<b>198</b>
<b>75</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 21, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 3, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY – KELLY WALSH DECA CLUB
6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish March 21, 2017 as the Public Hearing Date for Consideration of:
  - a. **Vacation and Replat Creating Lot 7, Block 200, City of Casper Addition, and a Zone Change** of Proposed Lot 7 to PH (Park Historic).
2. Establish April 4, 2017, as the Public Hearing Date for Consideration of:
  - a. **Issuance of New Restaurant Liquor License No. 33**, Firehouse Pizza Wood Fired, d.b.a. **Firehouse Pizza Wood Fired**, Located at 395 Newport Suite No. 1.

7. PUBLIC HEARINGS

A. Resolution and Ordinance

1. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Wolf Creek Nine** Complies with W.S. 15-1-402.
  - a. Resolution.
  - b. Third Reading Ordinance Approving Annexation and Plat Creating the **Wolf Creek Nine Addition**.

B. First Reading Ordinance

1. Adoption of **2017 National Electrical Code**.

2015 Goals		
Downtown	Infrastructure	Recreation

7. PUBLIC HEARINGS (continued)

C. Minute Action

1. **Transfer of Ownership and Location for Retail Liquor License No. 8**, Z-Financial Administration and Management, Inc., d.b.a. **Z-Financial**, Located at 1121 Wilkins Circle to Good 2 Go Stores, LLC, d.b.a. **Good 2 Go**, Located at 1968 East Yellowstone Avenue.
2. **Issuance of a New Restaurant Liquor License No. 32**, Koto Casper, Inc., d.b.a. **Koto Restaurant**, Located at 5091 East 2<sup>nd</sup> Street.

2015 Goals		
Downtown	Infrastructure	Recreation

8. SECOND READING ORDINANCE

A. Consent

1. **Zoning of Wolf Creek Nine Addition**, Located Generally West of Aspen Place and South of Talon Drive, as R-4 (High Density Residential) for Lots 1-17, and R-2 (One Unit Residential) for Lots 18-73.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

9. RESOLUTIONS

A. Consent

1. Authorizing the **Termination of the August 2, 2016 Memorandum of Understanding (MOU)** with CRU Casper, LLC, dba **Parkway Plaza Hotel** and Conference Center (Parkway) for the Development of a Privately Funded Conference Center; **Not Executing a Notice of Satisfactory Performance** as Specified under the Terms of the MOU, and **Authorizing the Mayor to Sign a Letter Giving Notice** to the Parkway of the Termination of the MOU.
2. Establishing March 28, 2017, as the **Surplus Equipment Bid Opening Date** and Declaring Certain City-owned Property as Surplus, and Authorizing the Sale of Same to the Highest Bidder.
3. Authorizing Agreement with **Hedquist Construction, Inc.**, in the Amount of \$910,000, for the “K” Street Improvements Phase I Project.
4. Authorizing Agreement with **Treto Construction LLC**, in the Amount of \$37,800, for the **Special Waste Facility Parking Lots Expansion Project**.
5. Authorizing Agreement with **Recykling Industrial Repairs**, in the Amount of \$120,000, for Repairs on Baler Gather Cylinders.

2015 Goals		
Downtown	Infrastructure	Recreation

9. RESOLUTIONS (continued)

6. Authorizing Agreement with **Golder Associates, Inc.**, in the Amount of \$53,323, for the **Balefill Post Closure Environmental Monitoring and Reporting Project**.
7. Authorizing a **Loan Agreement** with the **Casper Housing Authority**, in the Amount of \$432,749.50, for the **Purchase of the Former Roosevelt High School** to Create Permanent Supportive Housing for Military Veterans.

10. MINUTE ACTION

A. Consent

1. Rejecting All Bids Received for the **Casper Ice Arena Chiller System Replacement Project**.
2. Authorizing the Appointment of New Member **Trudi Holthouse** to the **Downtown Development Authority Board of Directors**.

11. COMMUNICATIONS

A. From Persons Present

12. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, March 21, 2017 – Council Chambers

6:00 p.m. Tuesday, April 4, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, March 14, 2017 – Council Meeting Room

4:30 p.m. Tuesday, March 28, 2017 – Council Meeting Room

ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYDSPC	Old Yellowstone District and South Poplar Street Corridor Form Based Code

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 21, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 21, 2017. Present: Councilmembers Hopkins, Johnson, Morgan, Murphy, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Huckabay.

Moved by Councilman Walsh, seconded by Councilman Morgan, to, by minute action, excuse the absence of Councilman Huckabay. Motion passed.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilman Johnson, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the February 7, 2017, regular Council meeting, as published in the Casper-Star Tribune on February 14, 2017. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Powell, to, by minute action, approve payment of the February 21, 2017, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims  
02/21/17

ACole	Refund	\$20.13
AGiraldo	Services	\$40.00
AtlanticElectric	Services	\$5,930.18
Balefill	Services	\$81,952.67
BankOfAmerica	Goods	\$208,310.09
BypassMobile	Supplies	\$657.90
C Powell	Reimb	\$194.40
CasparBuildSystems	Services	\$239,746.25
CasperPubUtilities	Services	\$125.54
CATC	Funding	\$4,751.25
CConner	Reimb	\$62.98
CentralPaint&Body	Services	\$1,914.54
Centurylink	Services	\$4,495.37
Ch2mHill	Services	\$37,884.61
CHDiagnostic	Services	\$440.00
CIGNA	Services	\$12,036.71
CitySvcElct	Reprs	\$1,995.00
CivilEngineeringProfessionals	Projects	\$33,109.30
ClerkCircuitCourt	Services	\$679.95
CobanTech	Services	\$1,153.00
CommTech	Goods	\$1,781.52
Compassdata	Supplies	\$9,975.00
ComputerPros	Goods	\$88.40

DeltaConst	Services	\$413,267.00
DeltaDental	Services	\$1,567.40
DesertMtn	Goods	\$25,115.58
DFerguson	Reimb	\$47.50
DJessup	Refund	\$42.32
DNelson	Reimb	\$49.46
DoubleDWelding	Services	\$450.00
DPCIndustries	Goods	\$5,529.76
FirstData	Services	\$251.27
FirstInterstateBank	Services	\$328.47
GarlickLaw	Services	\$613.19
GolderAssociates	Services	\$11,934.08
GPCArchtccts	Services	\$5,644.29
GrizzlyExc	Services	\$914.30
GSchenfisch	Services	\$110.00
GWilliamsInvst	Services	\$350.00
HaassConstruction	Projects	\$59,547.68
Homax	Goods	\$49,894.41
HultConst	Services	\$36,763.20
IndScrn	Supp	\$600.00
JCaneles	Reimb	\$20.39
JJones	Refund	\$500.00
JKollmann	Refund	\$186.85
JTLGroup	Services	\$41.75
KubwaterResources	Goods	\$4,839.01
Leonbro	Services	\$16,913.58
LnclnNtlLife	Services	\$287.59
LongBuildingTech	Services	\$3,772.25
Lower&Co	Svc	\$750.00
Manpower	Services	\$264.88
MillsPolice	Services	\$1,819.41
ModernElectric	Services	\$50,111.70
Motorola	Goods	\$5,811.72
MPIWarehouse	Goods	\$3,265.91
NCRestorativeJustice	Services	\$500.00
NCSheriffsOffice	Funding	\$1,819.41
NCWeedPest	Services	\$65,000.00
NevesUniforms	Goods	\$918.95
PFagan	Refund	\$16.22
PoliceDept	Services	\$818.15
PorterMuirhead	Services	\$32,260.00
ProforceLawEnforcement	Goods	\$818.00
PronghornPress	Goods	\$119.18
PwdrRiverConst	Services	\$12,166.25
RConstantino	Reimb	\$36.74
ReedTransp	Shipping	\$300.00

RegionalWater	Services	\$264,960.98
RockyMtnPower	Services	\$104,918.93
RodBarstadsPnt	Services	\$13,035.21
RYoung	Reimb	\$83.37
SBrauchie	Reimb	\$98.00
ScsAquaterra	Services	\$188,946.80
SkylineRanches	Services	\$767.80
Smarsh	Services	\$1,751.00
SourceGas	Services	\$41,857.58
Spectrum	Funding	\$117,028.15
StantecConsultingSvcsInc	Projects	\$4,195.50
StarLineFeeds	Goods	\$574.15
StarTribune	Services	\$366.24
TMcCarthy	Reimb	\$28.60
TNVC	Services	\$8,776.00
TwnofEvansville	Supp	\$148.75
UrgentCare	Services	\$58.00
VentureTech/ISC	Services	\$60,585.50
VisionServicePlan	Services	\$1,544.42
WardwellWater&Sewer	Services	\$14.28
WERCSCcommunications	Services	\$512.50
WesternMedical	Services	\$4,545.00
WesternPlainsLandscaping	Services	\$56,988.00
WestlandPark	Services	\$4,329.87
WestPlainsEngineering	Services	\$1,350.00
WilliamsPorterDay	Services	\$97.50
WorthingtonLenhart&Carpenter	Services	\$290.00
Wycomp	Services	\$982.40
WyDeptEmployment	Services	\$49.92
WyDeptRevenue	Taxes	\$583.53
WyLawEnforcementAcademy	Services	\$35.00
ZSzekely	Services	\$2,113.00
		\$2,345,338.62

Mayor Humphrey announced that the City of Casper had received the Government Finance Officers' Association Distinguished Budget Presentation Award for the Fiscal Year 2017 budget. This was the tenth year the City has received this award. Mayor Humphrey presented a certificate of recognition to Kirk Gunderson, City of Casper Accountant, for his involvement in the preparation of the City of Casper budget.

Moved by Councilman Pacheco, seconded by Councilman Murphy, to, by minute action: establish March 7, 2017, as the public hearing date for the consideration of the adoption of the 2017 Electrical Code. Motion passed.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated January 30, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 6, 2017. City Manager McDonald provided a brief report.

Speaking in support was Shawn Gustafson, ECS Engineers, 111 W. 2nd.

There being no others to speak for or against the issues involving Wolf Creek Nine Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 3-17  
AN ORDINANCE APPROVING A ZONE CHANGE FOR THE  
WOLF CREEK NINE ADDITION SUBDIVISION IN THE CITY  
OF CASPER, WYOMING.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Powell. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2017 through March 31, 2018.

City Attorney Luben entered five (5) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated February 16, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated February 6, 2017, an affidavit of website publication, as published on the City of Casper website, dated February 13, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated February 6, 2017, and an affidavit of website publication, as published on the City of Casper website, dated February 13, 2017. City Manager McDonald provided a brief report.

Speaking neither in support or opposition was Michael Reid, 1615 Luker Dr. and Keith Goodenough, 333 S. Socony.

Mr. Reid requested that Council consider adding detail to the liquor call incident report posted on-line and he provided Safe Ride information to the Council. Mr. Goodenough asked about the type and necessity of restrictions on some of the liquor licenses.

There being no others to speak for or against the issues involving the annual renewal of liquor licenses, the public hearing was closed.

Moved by Councilman Walsh, seconded by Councilman Morgan, to, by minute action, authorize the annual renewal of liquor licenses. Council briefly discussed the police call report, parked licenses, and the small amount of demerits issued to liquor dealers. Motion passed.

The following ordinance was considered, on third reading, by consent agenda.

ORDINANCE NO. 1-17

AN ORDINANCE APPROVING THE RAVEN CREST ADDITION SUBDIVISION AGREEMENT AND THE VACATION AND REPLAT CREATING RAVEN CREST ADDITION, COMPRISING 6.6 -ACRES, MORE OR LESS.

WHEREAS, an application has been made for a vacation and replat of Lots 21, 22, 23, 24 & 25, Sunrise Hills No. 3; a portion of Tract C, Sunrise Hills No. 12; Lots 3 & 4, Block 5, Lots 1 & 2, Block 6, and Kinship Drive, Harmony Hills Addition No. 2 — Phase 1, to create the Raven Crest Addition; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation and replat upon third reading of this ordinance; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to vacate and replat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat, and the associated subdivision agreement, should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Raven Crest Addition Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Raven Crest Addition is hereby approved under terms and conditions of the Raven Crest Addition Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 17<sup>th</sup> day of January, 2017

PASSED on 2nd reading the 7<sup>th</sup> day of February, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21<sup>st</sup> day of February, 2017.

Councilman Johnson presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Council Murphy. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-21

A RESOLUTION AUTHORIZING THE RELEASE OF TWO DEMOLITION LIENS FILED AGAINST LOTS 13 AND 14, BLOCK 129, BUTLER'S WEST ADDITION TO THE CITY OF CASPER, WYOMING.

RESOLUTION NO. 17-22

A RESOLUTION APPROVING AN AMENDMENT TO HARMONY HILLS ADDITION NO.2 — PHASE 1 SUBDIVISION AGREEMENT; HARMONY HILLS ADDITION NO. 2, PHASE 2 SUBDIVISION AGREEMENT; AND HARMONY HILLS RETAIL LOTS 1-6, HARMONY HILLS ADDITION NO. 2 — PHASE 2 SITE PLAN AGREEMENT.

RESOLUTION NO. 17-23

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME C/O GREAT WESTERN RECREATION, LLC, FOR THE PLAYGROUND EQUIPMENT IMPROVEMENTS, PROJECT NO. 16-040.

RESOLUTION NO. 17-24

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH GOLEN PROPERTIES, LLC, FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO.17-25

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH ADVANCED TRAFFIC PRODUCTS, FOR THE WAVETRONIX VEHICLE DETECTORS PROCUREMENT.

RESOLUTION NO. 17-26

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH GPC ARCHITECTS, FOR PROFESSIONAL SERVICES FOR THE NEW HOGADON LODGE.

RESOLUTION NO.17-27

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE SCHOOL WALKABILITY PROJECT.

Councilman Powell presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Walsh. Motion passed.

Moved by Councilman Morgan, seconded by Councilman Murphy, to, by consent minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility; and appoint Councilman Shawn Johnson to the Central Wyoming Regional Water System Joint Powers Board for a three (3) year term expiring December 31, 2019. Motion passed.

Individuals addressing the Council were: Karen and Jim Kanelos, 520 S. Ash, regarding the re-opening of their restaurant; Tracy LaMont, 721 E. 12<sup>th</sup>, regarding the recent public hearing by the Planning and Zoning Commission for the replat in Washington Park; Maggie Jacobson, requesting that the condition of the Verda James overpass be evaluated; Dale Zimmerle, 3035 Bellaire Dr., requesting that the timing of Council meetings and County Commissioner meetings be staggered; Aimee Kidd, 455 Milton, also requesting that the Verda James overpass be inspected; Kim Perez, 334 S. Wolcott, introduced herself as the new CEO for Joshua's Storehouse; and Keith Goodenough, 333 S. Socony, asking Council to be activists rather than act ceremoniously, requesting that Councilman Huckabay be informed and included in assault committees and activities, questioning if the Council code of ethics is unconstitutional, and requesting that Council reconsider the use of the Council Chambers by the public.

The following individuals addressed Council regarding a proposal to lease the ballfields at 13<sup>th</sup> Street and Sycamore by youth groups called the Casper Cobras and the Casper Young Guns: Mike Allen, 6949 Umpqua River Road; Ryan Macon, 801 N. Center; Nathan Fryer, regarding 731 S. Walsh, Shannon Eli, 2382 Sagewood, Jenna Spurlock, 2620 Knollwood Dr.; Kerry Allen, 6949 Umpqua River Road; and a Casper Cobra player. Councilmembers asked questions regarding the use of different ballfields and they also stated their opinions on the matter. Mayor Humphrey asked that they reach out to staff and follow up with her on the results.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 28, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 7, 2017, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Pacheco, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:48 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## 71 CONSTRUCTION, INC.

1692-4 WASHINGTON PARK BLEACHERS

\$10,030.10  
**\$10,030.10** Subtotal for Dept. Parks  
**\$10,030.10** Subtotal for Vendor

## A.M.B.I. & SHIPPING, INC.

17-01-410 POSTAGE

\$40.70

**\$40.70** Subtotal for Dept. Balefill

17-01-393 POSTAGE

\$39.02

**\$39.02** Subtotal for Dept. City Attorney

17-01-396 POSTAGE

\$29.50

**\$29.50** Subtotal for Dept. Engineering

17-01-398 POSTAGE

\$1,714.48

**\$1,714.48** Subtotal for Dept. Finance

17-01-399 POSTAGE

\$16.18

17-01-401 POSTAGE

\$18.71

**\$34.89** Subtotal for Dept. Fire

17-01-400 POSTAGE

\$26.26

**\$26.26** Subtotal for Dept. Fort Caspar

17-01-406 POSTAGE

\$290.23

**\$290.23** Subtotal for Dept. Human Resources

17-01-402 POSTAGE

\$99.02

**\$99.02** Subtotal for Dept. Metro Animal

17-01-409 POSTAGE

\$6.84

**\$6.84** Subtotal for Dept. Property & Liability Insurance

17-01-408 POSTAGE

\$11.40

**\$11.40** Subtotal for Dept. Recreation

17-01-394 POSTAGE

\$12.84

**\$12.84** Subtotal for Dept. Refuse Collection

**\$2,305.18** Subtotal for Vendor

## A-1 PORTABLES & SERVICES

1595 PORTABLES

\$130.00

**\$130.00** Subtotal for Dept. Balefill

**\$130.00** Subtotal for Vendor

## ANNE HOLMAN

RIN0027470 MILEAGE REIMBURSEMENT

\$28.62

**\$28.62** Subtotal for Dept. Fort Caspar

**\$28.62** Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

8661 FILTER CHANGE

\$180.00

8703 TUBE HEATER REPAIR

\$1,217.00

**\$1,397.00** Subtotal for Dept. Balefill

**\$1,397.00** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## ATLANTIC ELECTRIC, INC.

6849 RETAINAGE	(\$250.27)	
	<b>(\$250.27)</b> Subtotal for Dept.	General - Streets
6867 REPLACEMENT TRAFFIC POLE	\$23,224.00	
	<b>\$23,224.00</b> Subtotal for Dept.	Property & Liability Insurance
6849 LUMINAIRE SERVICES	\$2,502.69	
	<b>\$2,502.69</b> Subtotal for Dept.	Streets
	<b>\$25,476.42</b> Subtotal for Vendor	

## BLACK HILLS ENERGY

RIN0027437 ENERGY HEAT	\$7,795.41	
	<b>\$7,795.41</b> Subtotal for Dept.	Water Treatment Plant
	<b>\$7,795.41</b> Subtotal for Vendor	

## CARLTON, MARTIN

0028186771 UTILITY REFUND	\$58.51	
	<b>\$58.51</b> Subtotal for Dept.	Water
	<b>\$58.51</b> Subtotal for Vendor	

## CASELLE, INC.

78639 CONTRACT SUPPORT	\$75.00	
	<b>\$75.00</b> Subtotal for Dept.	Finance
	<b>\$75.00</b> Subtotal for Vendor	

## CASPER AREA TRANSPORTATION COALITION

2017-103 CITY CATC EXPENSES	\$16,350.00	
2017-101 FTA CATC EXPENSES	\$65,401.00	
2017-104 CITY BUS EXPENSES	\$24,445.00	
2017-102 FTA BUS EXPENSES	\$29,434.00	
	<b>\$135,630.00</b> Subtotal for Dept.	C.A.T.C.
	<b>\$135,630.00</b> Subtotal for Vendor	

## CASPER HOUSING AUTHORITY

169 FUNDING	\$19,665.48	
	<b>\$19,665.48</b> Subtotal for Dept.	One Cent #15
	<b>\$19,665.48</b> Subtotal for Vendor	

## CASPER MUSEUM CONSORTIUM

RIN0027465 COMMUNITY PROMOTIONS	\$1,055.00	
	<b>\$1,055.00</b> Subtotal for Dept.	Social Community Services
	<b>\$1,055.00</b> Subtotal for Vendor	

## CASPER SOCCER CLUB

38494 CASPER SOCCER FALL TOURNAMENT	\$93.33	
	<b>\$93.33</b> Subtotal for Dept.	Social Community Services
	<b>\$93.33</b> Subtotal for Vendor	

## CENTURYLINK

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## CENTURYLINK

RIN0027493 PHONE USE	\$54.91	
RIN0027471 PHONE USE	\$38.13	
	<b>\$93.04</b>	Subtotal for Dept. Balefill
RIN0027473 PHONE USE	\$75.98	
RIN0027473 PHONE USE	\$44.51	
	<b>\$120.49</b>	Subtotal for Dept. Casper Events Center
RIN0027473 PHONE USE	\$7.35	
	<b>\$7.35</b>	Subtotal for Dept. Cemetery
RIN0027489 PHONE USE	\$89.13	
RIN0027489 PHONE USE	\$18,859.14	
RIN0027477 PHONE USE	\$64.84	
RIN0027473 PHONE USE	\$87.80	
	<b>\$19,100.91</b>	Subtotal for Dept. Communications Center
RIN0027473 PHONE USE	\$38.37	
	<b>\$38.37</b>	Subtotal for Dept. Engineering
AP000143021517 PHONE USE	\$1,062.91	
	<b>\$1,062.91</b>	Subtotal for Dept. Finance
RIN0027489 PHONE USE	\$538.33	
RIN0027477 PHONE USE	\$424.51	
	<b>\$962.84</b>	Subtotal for Dept. Fire
RIN0027477 PHONE USE	\$153.98	
	<b>\$153.98</b>	Subtotal for Dept. Metro Animal
RIN0027473 PHONE USE	\$44.21	
	<b>\$44.21</b>	Subtotal for Dept. Municipal Court
RIN0027489 PHONE USE	\$16.50	
RIN0027473 PHONE USE	\$38.37	
	<b>\$54.87</b>	Subtotal for Dept. Police
RIN0027473 PHONE USE	\$42.91	
	<b>\$42.91</b>	Subtotal for Dept. Sewer
RIN0027473 PHONE USE	\$45.13	
	<b>\$45.13</b>	Subtotal for Dept. Waste Water
	<b>\$21,727.01</b>	Subtotal for Vendor

## CH2M HILL, INC.

381095656 CORROSION CONTROL FACILITY	\$1,108.65	
RIN0027466 N PLATTE SANITARY SEWER	\$10,206.53	
	<b>\$11,315.18</b>	Subtotal for Dept. Waste Water
	<b>\$11,315.18</b>	Subtotal for Vendor

## CITY OF CASPER

5128/149520 GIS EXPENSES	\$9,350.64	
5128/149520 GIS EXPENSES	\$982.70	
	<b>\$10,333.34</b>	Subtotal for Dept. Metropolitan Planning
148960 ICE TIME	\$600.00	
148959 ICE TIME	\$270.00	
	<b>\$870.00</b>	Subtotal for Dept. Social Community Services

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## CITY OF CASPER

**\$11,203.34 Subtotal for Vendor**

### CITY OF CASPER - BALEFILL

1339/149614 SANITATION

\$355.28

**\$355.28 Subtotal for Dept. Casper Events Center**

525/149535 SANITATION

\$22.09

**\$22.09 Subtotal for Dept. Hogadon**

2772/149618 SANITATION

\$5,578.90

2772/149687 SANITATION

\$4,966.96

2772/149537-595 SANITATION

\$15,897.71

2772/149694 SANITATION

\$321.95

2772/149676 SANITATION

\$5,600.05

2772/149655 SANITATION

\$5,322.75

**\$37,688.32 Subtotal for Dept. Refuse Collection**

1276/149686 SANITATION

\$101.99

1276/149569 SANITATION

\$129.72

1276/149616 SANITATION

\$101.05

**\$332.76 Subtotal for Dept. Waste Water**

**\$38,398.45 Subtotal for Vendor**

### COLLECTION CENTER INC.

974300000296 COLLECTION FEES

\$10.56

**\$10.56 Subtotal for Dept. Code Enforcement**

974300000296 COLLECTION FEES

\$11.65

**\$11.65 Subtotal for Dept. Finance**

974500000089 COLLECTION FEES

\$159.12

**\$159.12 Subtotal for Dept. Municipal Court**

972000000355 COLLECTION FEES

\$134.30

**\$134.30 Subtotal for Dept. Refuse Collection**

972000000355 COLLECTION FEES

\$102.06

**\$102.06 Subtotal for Dept. Sewer**

972000000355 COLLECTION FEES

\$300.82

**\$300.82 Subtotal for Dept. Water**

**\$718.51 Subtotal for Vendor**

### COLLINS, JEFFREY

0028186772 UTILITY REFUND

\$34.58

**\$34.58 Subtotal for Dept. Water**

**\$34.58 Subtotal for Vendor**

### COMMUNITY ACTION PARTNERSHIP OF NC

RIN0027458 FUNDING

\$20,246.89

RIN0027458 FUNDING

\$74,035.31

RIN0027458 FUNDING

\$37,776.00

**\$132,058.20 Subtotal for Dept. Social Community Services**

**\$132,058.20 Subtotal for Vendor**

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## COMTRONIX, INC.

20052640 ALARM MONITORING

\$78.00

**\$78.00** Subtotal for Dept. City Hall

20052640 ALARM MONITORING

\$366.00

**\$366.00** Subtotal for Dept. Fire

**\$444.00** Subtotal for Vendor

## DANIEL GRISWOLD

RIN0027469 TUITION REIMBURSEMENT

\$700.22

**\$700.22** Subtotal for Dept. Fire

**\$700.22** Subtotal for Vendor

## DARLING, PATRICIA A

0028237228 UTILITY REFUND

\$103.18

**\$103.18** Subtotal for Dept. Water

**\$103.18** Subtotal for Vendor

## DAVE LODEN CONSTRUCTION

RIN0027484 ROOF REPAIR

\$235.00

**\$235.00** Subtotal for Dept. Buildings & Structures

**\$235.00** Subtotal for Vendor

## DAVID COURTADE

05H148 BOOT REIMBURSEMENT

\$47.24

**\$47.24** Subtotal for Dept. Fleet Maintenance

**\$47.24** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

2017-1CASPER FIXED INCOME MANAGEMENT FEES

\$3,618.37

**\$3,618.37** Subtotal for Dept. Finance

**\$3,618.37** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0027480 DENTAL INSURANCE

\$25,376.78

**\$25,376.78** Subtotal for Dept. Health Insurance

**\$25,376.78** Subtotal for Vendor

## DESERT MTN. CORP.

16-50591 ICE SLICER

\$3,327.09

16-49937 ICE SLICER

\$4,808.28

16-50590 ICE SLICER

\$4,899.14

16-50593 ICE SLICER

\$3,314.64

16-50594 ICE SLICER

\$4,946.44

16-50592 ICE SLICER

\$4,975.07

16-50585 ICE SLICER

\$4,870.52

16-50596 ICE SLICER

\$4,946.44

16-50586 ICE SLICER

\$3,396.79

16-50589 ICE SLICER

\$3,314.64

16-50587 ICE SLICER

\$4,966.36

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## DESERT MTN. CORP.

16-50588 ICE SLICER

\$4,060.22  
**\$51,825.63** Subtotal for Dept. Snow Removal  
**\$51,825.63** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000034-17 CHEMICALS

\$5,029.07  
**\$5,029.07** Subtotal for Dept. Water Treatment Plant  
**\$5,029.07** Subtotal for Vendor

## EHIOROBO, OSAHON

2156612 UTILITY REFUND

\$149.26  
**\$149.26** Subtotal for Dept. Water  
**\$149.26** Subtotal for Vendor

## ENGINEERING DESIGN ASSOCIATES

RIN0027462 EXTERIOR LIGHTING REPLACEMENT

RIN0027462 EXTERIOR LIGHTING REPLACEMENT

\$220.00  
\$220.00  
**\$440.00** Subtotal for Dept. Casper Events Center  
**\$440.00** Subtotal for Vendor

## EXLEY, MINDY

0028237227 UTILITY REFUND

\$59.54  
**\$59.54** Subtotal for Dept. Water  
**\$59.54** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1226004 MERCHANT FEES

\$2,569.81  
**\$2,569.81** Subtotal for Dept. Balefill

REMI1226009 MERCHANT FEES

\$162.97  
**\$162.97** Subtotal for Dept. Cemetery

REMI1226008 MERCHANT FEES

\$6.99  
**\$6.99** Subtotal for Dept. Engineering

REMI1219213 MERCHANT FEES

REMI1225997 MERCHANT FEES

\$1,794.92  
\$1,473.99  
**\$3,268.91** Subtotal for Dept. Finance

REMI1225999 MERCHANT FEES

\$17.69  
**\$17.69** Subtotal for Dept. Fort Caspar

REMI1219060 MERCHANT FEES

\$9.45  
**\$9.45** Subtotal for Dept. Golf Course

REML1226002 MERCHANT FEES

\$35.23  
**\$35.23** Subtotal for Dept. Metro Animal  
**\$6,071.05** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0027476 SERVICE CHARGES

RIN0027475 LOCKBOX FEES

\$415.68  
\$1,871.80  
**\$2,287.48** Subtotal for Dept. Finance

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## FIRST INTERSTATE BANK

**\$2,287.48** Subtotal for Vendor

### FRIMIN, MARC

0028237230 UTILITY REFUND

\$100.99

**\$100.99** Subtotal for Dept. Water

**\$100.99** Subtotal for Vendor

### GARAGE DOOR DUDES

428745 REPAIR SOUTH MAIN DOOR

\$180.00

**\$180.00** Subtotal for Dept. Fleet Maintenance

**\$180.00** Subtotal for Vendor

### GLOBAL SPECTRUM L.P.

201617TS-21B JEFF DUNHAM - TICKET SALES  
201617TS-20Ca MONSTER TRUCKS - CORRECTION

\$19,736.00

\$0.50

**\$19,736.50** Subtotal for Dept. Casper Events Center

201617TS-22 STATE WRESTLING - TICKET SALES

\$66,910.00

**\$66,910.00** Subtotal for Dept. Casper Events Center

201617ATM-03 FEBRUARY ATM REIMBURSEMENT  
201617ATM-03 JANUARY ATM REIMBURSEMENT

\$43,100.00

\$8,360.00

**\$51,460.00** Subtotal for Dept. Casper Events Center

**\$138,106.50** Subtotal for Vendor

### GOLDER ASSOCIATES

472942 BALEFILL POST CLOSURE  
472941 LANDFILL ENVIRONMENTAL  
472935 CLOSED BALEFILL POST CLOSURE

\$5,739.47

\$1,583.61

\$1,519.88

**\$8,842.96** Subtotal for Dept. Balefill

**\$8,842.96** Subtotal for Vendor

### GPC ARCHITECTS PLLC

1A HOGADON LODGE

\$11,650.00

**\$11,650.00** Subtotal for Dept. Hogadon

**\$11,650.00** Subtotal for Vendor

### GRIZZLY EXCAVATING & CONST. LLC.

RIN0027485 RETAINAGE

\$9,876.45

**\$9,876.45** Subtotal for Dept. Capital Projects - Engineering

**\$9,876.45** Subtotal for Vendor

### HAASS CONSTRUCTION CO., INC.

RIN0027486 RETAINAGE

(\$291.90)

**(\$291.90)** Subtotal for Dept. Capital Projects - Parks

RIN0027486 STUCKENHOFF SHOOTERS COMPLEX

\$5,838.09

**\$5,838.09** Subtotal for Dept. Parks

**\$5,546.19** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## HEIN-BOND, LLC

17-012 MATERIALS RECOVERY FACILITY	\$8,404.00	
17-011 DESIGN SERVICES BALER BUILDING	\$16,017.86	
	<b>\$24,421.86</b>	Subtotal for Dept. Balefill
	<b>\$24,421.86</b>	Subtotal for Vendor

## HOMAX OIL SALES, INC.

0358237-IN BULK FUEL	\$12,927.06	
	<b>\$12,927.06</b>	Subtotal for Dept. Balefill
0350990-IN POWER SVC 24 Q	\$120.84	
0359108-IN DIESEL FUEL	\$314.91	
0359108-IN DIESEL FUEL	\$275.88	
0359105-IN UNLEADED FUEL	\$13,881.84	
0359114-IN OIL	\$112.41	
0359108-IN ADDITION ON FUEL	\$0.01	
0359108-IN DIESEL FUEL	\$17,351.59	
	<b>\$32,057.48</b>	Subtotal for Dept. Fleet Maintenance
0357819-IN OIL	\$663.60	
	<b>\$663.60</b>	Subtotal for Dept. Refuse Collection
CL77831 FUEL	\$3,379.46	
	<b>\$3,379.46</b>	Subtotal for Dept. Water
	<b>\$49,027.60</b>	Subtotal for Vendor

## HULT CONSTRUCTION

16012-CO2 E WASTE BUILDING	\$1,024.00	
	<b>\$1,024.00</b>	Subtotal for Dept. Balefill
	<b>\$1,024.00</b>	Subtotal for Vendor

## INDUSTRIAL CONTAINER SERVICES - CO, LLC.

55765614 DRUMS	\$3,608.43	
	<b>\$3,608.43</b>	Subtotal for Dept. Balefill
	<b>\$3,608.43</b>	Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

21148 LIGHTING IN BOOSTERS	\$935.91	
	<b>\$935.91</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$935.91</b>	Subtotal for Vendor

## JAYME MCGOONAN

RIN0027277A MILEAGE REIMBURSEMENT	\$67.17	
	<b>\$67.17</b>	Subtotal for Dept. Fort Caspar
	<b>\$67.17</b>	Subtotal for Vendor

## JC KIRK

RIN0027478 BOOT/JEAN REIMBURSEMENT	\$144.32	
	<b>\$144.32</b>	Subtotal for Dept. Refuse Collection
	<b>\$144.32</b>	Subtotal for Vendor

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## KNIFE RIVER/JTL

15-0834 RETAINAGE	(\$48.33)		
	<b>(\$48.33)</b>	<b>Subtotal for Dept.</b>	Capital Projects - Streets
143870 WASHED ROCK	\$63.80		
143780 WASHED ROCK	\$77.25		
143791 WASHED ROCK	\$72.50		
143884 WASHED ROCK	\$64.60		
15-0834 LOWER EASTDALE CRK CHANNEL	\$483.25		
	<b>\$761.40</b>	<b>Subtotal for Dept.</b>	Streets
	<b>\$713.07</b>	<b>Subtotal for Vendor</b>	

## KOBIE HOWELL

RIN0027479 BOOT REIMBURSEMENT	\$75.00		
	<b>\$75.00</b>	<b>Subtotal for Dept.</b>	Refuse Collection
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>	

## LADWIG, JAMES

0028237232 UTILITY REFUND	\$54.47		
	<b>\$54.47</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$54.47</b>	<b>Subtotal for Vendor</b>	

## LASCMETT, STEVEN

0028186770 UTILITY REFUND	\$26.87		
	<b>\$26.87</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$26.87</b>	<b>Subtotal for Vendor</b>	

## LOGAN SIMPSON DESIGN INC

165085 COMPREHENSIVE PLAN UPDATE	\$13,247.27		
165085 COMPREHENSIVE PLAN UPDATE	\$1,392.22		
	<b>\$14,639.49</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
165085-A COMPREHENSIVE PLAN UPDATE	\$6,279.70		
	<b>\$6,279.70</b>	<b>Subtotal for Dept.</b>	Planning
	<b>\$20,919.19</b>	<b>Subtotal for Vendor</b>	

## LORI JACKSON

RIN0027482 TRAVEL EXPENSES	\$9.42		
	<b>\$9.42</b>	<b>Subtotal for Dept.</b>	Communications Center
	<b>\$9.42</b>	<b>Subtotal for Vendor</b>	

## MICHAEL BAKER INTERNATIONAL INC

967682 COMPREHENSIVE PLAN FOR OTHERS	\$20,281.37		
967682 COMPREHENSIVE PLAN FOR OTHERS	\$2,131.46		
	<b>\$22,412.83</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
	<b>\$22,412.83</b>	<b>Subtotal for Vendor</b>	

## MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS

CC123116 DATA PROGRAM FEES	\$2,347.80		
	<b>\$2,347.80</b>	<b>Subtotal for Dept.</b>	Health Insurance

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS

**\$2,347.80** Subtotal for Vendor

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AP00017902231709 INTERNET SERVICES

\$1,015.00

**\$1,015.00** Subtotal for Dept. Finance

**\$1,015.00** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

578944 PLAN ADMIN FEES

\$411.75

580471 PLAN ADMIN FEES

\$2,250.00

**\$2,661.75** Subtotal for Dept. Health Insurance

**\$2,661.75** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0027496 RECORDING FEES

\$568.00

**\$568.00** Subtotal for Dept. Planning

RIN0027496 RECORDING FEES

\$8.91

RIN0027496 RECORDING FEES

\$18.09

**\$27.00** Subtotal for Dept. Water

**\$595.00** Subtotal for Vendor

## NEW LIFE TRANSCRIPTION SERVICE

1037 TRANSCRIPTION SERVICES

\$144.20

**\$144.20** Subtotal for Dept. City Attorney

**\$144.20** Subtotal for Vendor

## NORTH PARK TRANSPORATION

08757529 EXHIBIT SHIPPING

\$87.97

**\$87.97** Subtotal for Dept. Fort Caspar

**\$87.97** Subtotal for Vendor

## P-CARD VENDORS

00054956 AMERICAN RED CROSS

\$975.00

00054956 AMERICAN RED CROSS

\$800.00

00054708 WW GRAINGER

\$28.00

00054161 FUN EXPRESS

\$99.94

00054390 DOLLAR TREE

\$12.00

00055320 IN THE SWIM-CATALOG

\$910.90

00054420 LIFEGUARD STORE

\$106.84

00054884 HOSE & RUBBER SUPPLY Purch

\$7.19

00054367 FUN EXPRESS - Credit

(\$25.58)

00054872 DENNIS SUPPLY COMPANY

\$927.99

00054997 WM SUPERCENTER #1617

\$74.24

00055237 TARGET 00001644

\$10.06

00054814 ARC SERVICES/TRAINING

\$140.00

**\$4,066.58** Subtotal for Dept. Aquatics

00054533 CASPER CONTRACTORS SUPPLY

\$115.35

00054863 SAMS CLUB #6425

\$72.61

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054802	MENARDS CASPER WY	\$102.11		
00054784	CED	\$227.14		
00054782	VERMEER SALES & SVCS	\$2,012.56		
00054625	MENARDS CASPER WY	\$75.28		
00055242	AIRGAS CENTRAL	\$266.50		
00054629	ATLANTIC ELECTRIC	\$840.94		
00054947	BARGREEN WYOMING 25	\$47.95		
00054906	AIRGAS CENTRAL	\$78.00		
00055106	CASPER FIRE EXTINGUISHER	\$55.00		
00055093	MICHAELS FENCE	\$206.00		
00055079	AIRGAS CENTRAL	\$332.32		
00055040	SAMSCLUB #6425	\$90.67		
00055035	RDH PACKAGING	\$16,498.70		
00055252	CED	\$7,500.00		
00054980	CASPER CONTRACTORS SUP	\$1,075.26		
00055278	ICLEAN307	\$2,150.00		
00054957	WYOMING MACHINERY	\$1,754.67		
00055107	TIRE PROFESSIONALS INC	\$3,190.77		
00054947	BARGREEN WYOMING 25	\$47.95		
00055347	MOUNTAIN WEST TELEPHONE	\$5,850.00		
00054945	WYOMING MACHINERY	\$207.45		
00054944	COCA COLA BOTTLING	\$29.40		
00054931	COST PLUS APPLIANCE	\$90.00		
00054931	COST PLUS APPLIANCE	\$90.00		
00054923	CASPER FIRE EXTINGUISHER	\$279.70		
00054913	ALLIANCE ELECTRIC LLC	\$371.85		
00054967	BAILEYS ACE HARDWARE	\$115.88		
		<b>\$43,774.06</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00055131	CASPER WINNELSON CO	\$5.63		
00054998	BLOEDORN LUMBER CASPER	\$409.99		
00055021	SHEET METAL SPECIALTIES	\$172.65		
00055041	GEORGE T SANDERS 20	\$14.40		
00055052	BLOEDORN LUMBER CASPER	\$6.99		
00055055	GEORGE T SANDERS	\$457.28		
00054992	CRUM ELECTRIC SUPPLY	\$26.76		
00055101	TOP OFFICE PRODUCTS	\$35.00		
00055225	DIAMOND VOGEL PAINT #7	\$15.55		
00055113	BAILEYS ACE HARDWARE	\$9.48		
00055114	PRAIRIE PELLA WYOMING	\$88.97		
00055099	CASPER WINNELSON	\$3.54		
00055119	WOODWORKERS SUPPLY	\$27.54		
00055282	LONG BLDG. TECHNOLOGIES	\$690.00		
00055251	LONG BLDG. TECHNOLOGIES	\$632.50		
00055232	CED	\$55.55		
00055183	CRUM ELECTRIC SUPPLY C	\$16.30		
00055167	SAMS CLUB #6425	\$68.96		
00055141	BAILEYS ACE HARDWARE	\$2.80		
00055135	PROBUILD N #920	\$167.40		

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00055127	SAMS CLUB #6425	\$11.98	
00054986	BLOEDORN LUMBER CASPER	\$18.47	
00054928	MENARDS CASPER WY	\$28.90	
00055234	CRUM ELECTRIC SUPPLY C	\$46.74	
00054981	CASPER WINNELSON CO	\$30.43	
00055118	NORCO INC	\$89.66	
00054932	BLOEDORN LUMBER CASPER	\$103.83	
00054924	ATLAS OFFICE PRODUCTS	\$32.50	
00054888	INTERMOUNTAIN MOTOR	\$1,734.60	
00054993	GW MECHANICAL,	\$982.45	
00054976	CRUM ELECTRIC SUPPLY	\$80.28	
	<b>\$6,067.13</b>	<b>Subtotal for Dept.</b>	<b>Buildings &amp; Structures</b>
00054935	HP HOME STORE	\$190.04	
00055410	HP HOME STORE - Credit	(\$9.05)	
00055124	THOMSON WEST	\$127.37	
00055121	THOMSON WEST	\$99.23	
00055096	THOMSON WEST	\$1,174.47	
	<b>\$1,582.06</b>	<b>Subtotal for Dept.</b>	<b>City Attorney</b>
00055038	CPU IIT	\$140.00	
00054800	CPU IIT	\$639.00	
	<b>\$779.00</b>	<b>Subtotal for Dept.</b>	<b>City Manager</b>
00055346	VERIZON	\$219.40	
	<b>\$219.40</b>	<b>Subtotal for Dept.</b>	<b>Code Enforcement</b>
00055025	CHARTER COMMUNICATIONS	\$76.93	
00055053	DIRECTV SERVICE	\$66.99	
00055009	I/O SOLUTIONS, INC.	\$90.00	
00054554	THRIFTY CAR RENTAL	\$128.55	
00055241	SOURCE OFFICE AND TECHNOLOGY	\$158.17	
00054547	DELTA 0068292787306	\$25.00	
00054544	CHEESECAKE CHARLOTTE	\$53.78	
00054291	DELTA 0068232783304	\$25.00	
00054902	VERIZON	\$89.87	
00055024	GLOBALSTAR USA	\$141.92	
	<b>\$856.21</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
00054778	HOMEDEPOT.COM - Credit	(\$7.07)	
00054338	HOMEDEPOT.COM	\$146.94	
00054695	UW CASHIER OFFICE	\$165.00	
	<b>\$304.87</b>	<b>Subtotal for Dept.</b>	<b>Engineering</b>
00055075	SAMSCLUB #6425	\$32.46	
00055198	ATLAS OFFICE PRODUCTS	\$23.99	
00055005	SCHONSTEDT	\$1,040.70	
	<b>\$1,097.15</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00054950	EXXONMOBIL 47626544	\$64.00	
00054954	THE HOME DEPOT #6001	\$103.41	
00054589	EXXONMOBIL 47626544	\$37.43	
00055031	NEVE'S UNIFORMS &	\$2,680.14	
00055084	WAL-MART #3778	\$33.40	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054676 STAPLES 00114181	\$55.64	
00054939 MERBACK AWARDS COMPANY	\$9.75	
00054667 COMMUNICATION TECHNOLOGY	\$148.31	
00054991 RAMKOTA HOTEL AND CONF	\$565.04	
00054664 THE HOME DEPOT #6001	\$17.27	
00054643 OFFICEMAX/OFFICEDEPOT6	\$48.70	
00054634 RAMKOTA HOTEL	\$83.00	
00053703 EXXONMOBIL 47626544	\$25.30	
00054434 WAL-MART #3778	\$42.09	
00054614 THE HOME DEPOT #6001	\$193.46	
00054606 EXXONMOBIL 47737010	\$43.66	
00054798 NORCO INC	\$375.04	
00054673 COMMUNICATION TECHNOLOGY	\$20.00	
	<b>\$4,545.64</b>	<b>Subtotal for Dept. Fire</b>
00054904 DRIVE TRAIN CASPER	\$142.54	
00054883 STOTZ	\$658.62	
00054883 STOTZ	\$658.62	
00055392 HOSE & RUBBER SUPPLY-HOSE ASY	\$79.10	
00054925 STOTZ	\$64.09	
00055128 GREINER FORD LINCOLN	\$20.64	
00055122 HOSE & RUBBER -HOSE ASY	\$30.01	
00054988 GOODYEAR COMMERCIAL	\$128.97	
00055120 KOIS BROTHERS EQUIPMENT	(\$113.77)	
00054901 GOODYEAR COMMERCIAL	\$287.86	
00054968 JACKS TRUCK	\$4.60	
00055409 JACKS TRUCK	\$3,345.98	
00055169 GREINER FORD LINCOLN	\$176.83	
00055395 COMMUNICATION TECHNOLOGY	\$208.57	
00055182 ATLANTIC ELECTRIC	\$126.24	
00054907 HARTZ E&F TOWING -TOWING	\$350.00	
00055371 NUTECH SPECIAL	\$4,322.36	
00054917 STOTZ	\$118.60	
00055185 STOTZ	\$9.68	
00055349 GREINER FORD LINCOLN	(\$17.46)	
00055229 GREINER FORD LINCOLN	\$57.18	
00055228 HOSE & RUBBER -SUCTION HOSE	\$43.38	
00055226 MARTIN ENGINEERING	\$792.19	
00055091 GOODYEAR COMMERCIAL	\$965.05	
00054982 GREINER FORD LINCOLN	\$35.64	
00054621 GREINER FORD LINCOLN	\$28.99	
00055327 JACKS TRUCK	(\$299.55)	
00055324 GREINER FORD LINCOLN	\$1,639.03	
00055318 MAY'S TRAIL -IGNITION	\$537.72	
00055317 CMI-TECO	\$63.24	
00055305 DRIVE TRAIN -SHOCKS 65101	\$107.40	
00055294 BAILEYS ACE HARDWARE	\$11.96	
00055395 COMMUNICATION TECHNOLOGY	\$570.00	
00055395 COMMUNICATION TECHNOLOGY	\$208.59	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00055332	JACKS TRUCK	(\$4,187.15)
00055344	WW GRAINGER	\$30.10
00055081	AMERI-TECH EQUIPMENT	\$255.75
00054605	GOODYEAR COMMERCIAL	\$637.50
00055394	GOODYEAR COMMERCIAL	\$943.85
00055221	HOSE & RUBBER SUPPLY C	\$75.81
00054671	GOODYEAR COMMERCIAL	\$432.60
00055165	HENSLEY -LP12-38-T6 BATTERIES	\$237.00
00055146	GREINER FORD LINCOLN	\$85.66
00055145	STOTZ	\$22.43
00055138	AMAZON	\$24.22
00055130	STOTZ	\$70.01
00055425	JACKS TRUCK	\$57.40
00054684	PETERSON EQUIPMENT - STEEL	\$485.73
00055395	COMMUNICATION TECHNOLOGY	\$208.57
00055331	MURDOCH'S -FUEL NOZZLE HOOK	\$5.99
00054555	PETERSON EQUIPMENT - TIRE	\$631.28
00055042	DAVID TERRELL - BLADE	\$45.00
00055249	NAPA-SERP BELT	\$25.57
00055037	RAMCO ENGINEERING, INC	\$95.20
00054455	DRIVE TRAIN CASPER	\$52.58
00055249	NAPA-HOSES	\$87.48
00055249	NAPA	\$5.62
00055249	NAPA-5648 SHOCKS	\$152.46
00054978	ATLANTIC ELECT	\$145.06
00055249	NAPA-TOOLS	\$50.03
00055240	JACKS TRUCK	\$553.60
00055044	GREINER FORD LINCOLN	\$74.18
00055045	TRACTOR SUPPLY -SEAT	\$111.98
00054979	KOIS BROTHERS EQUIPMEN	\$113.70
00055205	SAFETY KLEEN SYSTEMS B	\$1,657.00
00055050	HENSLEY -LP12-18-T3 BATTERIES	\$1,320.00
00054965	HARTZ E&F TOWING & REC	\$75.00
00055004	KOIS BROTHERS EQUIPMENT	\$3,057.48
00055016	KOIS BROTHERS EQUIPMEN	\$113.70
00055027	JACKS TRUCK	\$6.70
00055012	SOURCE OFFICE AND TECHNOLOGY	\$326.68
00055030	BRAKE SUPPLY -O2 SENSOR	\$289.60
00055032	CMI-TECO	\$135.17
00055036	STOTZ	\$8.82
00055011	JACKS TRUCK	\$58.47
00054996	ENVIRO-CLEAN INTERNATIONAL	\$60.08
00055206	ATLAS OFFICE PRODUCTS	\$48.41
00055036	STOTZ	\$8.82
00055210	MIDLAND IMPLEMENT	\$65.53
00055264	AMERI-TECH EQUIPMENT	\$353.38
00055249	BEARING BELTCHAIN00244	\$818.35
00055249	NAPA-745-1105 FAN	\$19.33

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00055081	AMERI-TECH EQUIPMENT	\$255.75	
00054875	VERMEER SALES & SVCS	\$850.45	
00054977	CMI-TECO	\$383.80	
00055074	NAPA-8496R BATTERY	\$118.70	
00054898	PARTMASTER	\$317.11	
00055090	GREINER FORD LINCOLN	\$160.90	
00055074	NAPA-25-080660HD BELT	\$64.54	
00055212	HENSLEY -LP-12-18-T3 BATTERIES	\$660.00	
00055074	NAPA	\$149.99	
00054936	DRIVE TRAIN CASPER	\$41.90	
00054750	WYOMING MACHINERY	\$52.45	
00055074	BEARING BELTCHAIN00244	\$548.61	
00055074	NAPA-7565 BATTERY	\$113.21	
00055074	NAPA-DOOR HANDLE	\$20.42	
00054750	WYOMING MACHINERY CO	\$400.88	
00055080	KOIS BROTHERS EQUIPMENT	(\$3,057.48)	
00055074	NAPA	\$3.59	
00055060	WW GRAINGER	\$229.32	
00055002	KOIS BROTHERS EQUIPMEN	\$3,057.48	
00054941	BEARING BELTCHAIN00244	\$20.13	
00055082	MAY'S TRAIL -SPRING	\$120.15	
00055085	HOSE & RUBBER	\$94.66	
00055051	CMI-TECO	\$87.06	
00055088	HONNEN -HINGES /PROP	\$319.83	
00055197	MIDLAND-NUTS & ROLLER KITS	\$473.12	
00055069	DRIVE TRAIN CASPER - Credit	(\$0.33)	
00055087	KOIS BROTHERS EQUIPMENT	\$775.00	
00055065	DRIVE TRAIN CASPER	\$2.60	
00055013	GREINER FORD LINCOLN	\$22.12	
00055179	TITAN MACHINERY-TORQUE HUB	\$5,093.21	
00055020	WW GRAINGER	\$12.48	
00055175	STOTZ	(\$149.22)	
		<b>\$36,557.06</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00055058	ARCADIA PUBLISHING INC	\$76.97	
00055211	CADOMA FOUNDATATION	\$108.00	
		<b>\$184.97</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
00055177	TOWNSQ MEDIA CASPER	\$450.00	
		<b>\$450.00</b>	<b>Subtotal for Dept. Golf Course</b>
00055071	LIF TECH EQUIPMENT INC	\$205.65	
00055181	ORKIN LLC 002	\$101.96	
00054926	THE HOME DEPOT #6001	\$37.47	
00055214	BLAKEMAN PROPANE INC-M	\$3,238.13	
00055227	MOUNTAIN SPORTS RENTAL	\$561.00	
00055239	NELCO PRODUCTS INC.	\$208.64	
00055207	THE HOME DEPOT #6001	\$58.68	
00055003	TOWNSQ MEDIA CASPER	\$1,473.69	
		<b>\$5,885.22</b>	<b>Subtotal for Dept. Hogadon</b>
00054335	WM SUPERCENTER #1617	\$95.00	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054411	AMAZON	\$105.60		
		<b>\$200.60</b>	<b>Subtotal for Dept.</b>	Human Resources
00054984	VISTAR	\$148.87		
00055361	ICE SKATING INSTITUTE	\$395.00		
00055316	NORCO INC	\$116.97		
00055236	VISTAR	\$148.87		
00054916	FARMER BROTHERS COFFEE	\$145.74		
00055298	ACCUFORM.COM LLC	\$146.95		
00054161	FUN EXPRESS	\$25.58		
00055192	SAMS INTERNET	\$105.39		
00054962	WAL-MART #1617	\$59.00		
00054946	NORCO INC	\$41.64		
00054908	SAMS INTERNET	\$193.00		
00054887	SAMSCLUB #6425	\$61.14		
00054886	DOLLAR TREE	\$26.00		
00054791	MOUNTAIN STATES LITHOGRAPH	\$130.50		
00054776	SERVING THE AMERICAN RINK	\$599.00		
00055189	SAMS INTERNET	\$354.18		
00055168	BARGREEN WYOMING 25	\$3,096.00		
00055208	CASPER FIRE EXTINGUISHER	\$139.75		
00055201	SAMS CLUB #6425	\$40.44		
		<b>\$5,974.02</b>	<b>Subtotal for Dept.</b>	Ice Arena
00055213	CBT NUGGETS	\$1,798.20		
		<b>\$1,798.20</b>	<b>Subtotal for Dept.</b>	Information Services
00055006	AMAZON	\$39.98		
00054942	ALTITUDE VETERINARY	\$251.00		
00055224	NORCO INC	\$310.57		
00055105	URGENT CARE OF CASPER	\$170.00		
00055073	CUSTOMINK LLC	\$291.55		
00055057	GALLS	\$696.00		
00055048	MURDOCH'S RANCH & HOME	\$97.11		
00055352	BIG LOTS STORES - #444	\$78.75		
00055286	OFFICEMAX/OFFICEDEPOT6	\$62.48		
00054940	COMMUNICATION TECHNOLOGY	\$467.15		
00054934	COCA COLA BOTTLING	\$66.45		
00054915	EXPRESS PRINTING	\$88.00		
		<b>\$2,619.04</b>	<b>Subtotal for Dept.</b>	Metro Animal
00054922	RICOH USA, INC	\$19.31		
00054922	RICOH USA, INC	\$183.77		
		<b>\$203.08</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
00054961	KONE INC.	\$405.07		
00055164	ROCKY MOUNTAIN FIRE SYSTEM	\$232.96		
00055092	KONE INC.	\$517.43		
00054900	KONE INC.	\$241.90		
00055139	ROCKY MOUNTAIN FIRE SYSTEM	\$75.00		
		<b>\$1,472.36</b>	<b>Subtotal for Dept.</b>	Parking
00054830	BESTWAY FIRESTONE	\$3,705.52		

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054818 CASPER CONTRACTORS SUPPLY	\$20.16	
00055160 COMTRONIX	\$404.00	
00054787 WYOMING STEEL AND RECYLING	\$254.62	
00055072 BESTWAY FIRESTONE	\$800.00	
00055066 BESTWAY FIRESTONE	\$1,856.37	
00054999 MICHAELS FENCE & SUPPLY	\$3.13	
00054960 BESTWAY FIRESTONE	\$3,705.52	
00054895 BESTWAY FIRESTONE	\$1,866.48	
00054835 CASPER CONTRACTORS SUPPLY	\$11.46	
00054837 WEAR PARTS INC	\$111.21	
00054723 BAILEYS ACE HARDWARE	\$15.99	
00054912 CASPER CONTRACTORS SUPPLY	\$22.60	
00054729 BAILEYS ACE HARDWARE	\$20.79	
00054897 MCLANE MANUFACTURING	\$74.21	
00054857 VERIZON	\$40.07	
00054921 COMFORT INN WHEAT RIDGE	\$217.74	
00055056 COMFORT INN WHEAT RIDGE	\$108.87	
00054775 MENARDS CASPER WY	\$27.96	
00054833 COLORADO PARKS AND REC	\$600.00	
00054828 BAILEYS ACE HARDWARE	\$57.98	
	<b>\$13,924.68</b>	<b>Subtotal for Dept. Parks</b>
00054953 CASPER WINNELSON	\$6,198.87	
	<b>\$6,198.87</b>	<b>Subtotal for Dept. Perpetual Care</b>
00054927 ALBERTSONS STO00000604	\$27.46	
00054952 ATLAS OFFICE PRODUCTS	\$55.78	
00054971 CASPER STAR TRIBUNE	\$59.00	
	<b>\$142.24</b>	<b>Subtotal for Dept. Planning</b>
00054457 HOTWIRE-SALES FINAL	\$225.28	
00055068 SOURCE OFFICE AND TECHNOLOGY	\$63.36	
00055218 WESTRAIL TAP AND GRILL	\$30.38	
00055223 WOODWORKERS SUPPLY	\$68.96	
00055062 THE RADAR SHOP	\$4,970.00	
00054706 BURRITO BEACH #7	\$33.15	
00054707 MCDONALD'S F33178	\$18.42	
00054576 EXXONMOBIL 47737010	\$15.40	
00054712 EAST VILLAGE GRILL	\$31.32	
00055184 ARBYS 7432	\$15.87	
00054768 SMITHFIELDS CHICKEN N BAR B Q	\$31.95	
00055064 SOURCE OFFICE AND TECHNOLOGY	\$37.64	
00054817 RED ROBIN NO 573	\$56.42	
00054836 CHICK-FIL-A #01391	\$19.82	
00054847 DAIRY QUEEN #11993 QPS	\$28.09	
00054877 TEXAS ROADHOUSE 2294	\$88.66	
00054882 HOLIDAY INN EXPRESS HO	\$703.56	
00054709 AMERICAN 0010272623532	\$25.00	
00055014 LASER TECHNOLOGY INC	\$373.00	
00054975 A AND W	\$33.25	
00054458 CPU IIT	\$4,283.88	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00055061	ADVANCED CHIROPRACTIC	\$45.00	
00055095	MAVERIK #557	\$13.39	
00054987	GALLS	\$1,068.23	
00055000	TRANSUNION	\$111.00	
00055054	HENSLEY BATTERY	\$219.90	
00055010	VERIZON	\$4,537.39	
00054741	SONIC DRIVE IN	\$25.94	
00055019	STAPLES 00114181	\$59.99	
00055023	RICOH USA, INC	\$26.61	
00055158	ATLAS OFFICE PRODUCTS	\$85.34	
00055026	SOURCE OFFICE AND TECHNOLOGY	\$138.75	
00055029	FEDEX 93096245	\$15.96	
00055046	SOURCE OFFICE AND TECHNOLOGY	\$71.54	
00054473	POWDER RIVER SHRED	\$105.00	
00055151	NAT ASSOC OF FIRE INVESTIGATOR	\$65.00	
00055259	FEDEXOFFICE 00009423	\$146.04	
00054710	DENVER AIRPORT	\$5.35	
00054920	BUFFALO BROTHERS PIZZA	\$51.69	
00055018	OFFICEMAX/OFFICEDEPOT6	\$15.12	
00054930	WENDY'S 11315	\$26.96	
00055302	BOZEMANTRAILSTEAKHOUSE	\$32.35	
00054966	SHELL OIL 57545677601	\$23.85	
00054937	DENVER INTL AIRPORT PARKING	\$91.00	
00055076	CPU IIT	\$380.00	
00055270	SPORTSMANS WAREHOUSE 1	\$31.49	
00055299	BEST BUY 00015271	\$495.93	
00055238	#5714 EVERYDAY STORE	\$26.70	
00054909	AMERICAN 0010273065803	\$25.00	
00055117	OFFICEMAX/OFFICEDEPOT6	\$10.06	
00054899	CONOCO - UNITED PACIFIC	\$23.11	
00055108	OFFICEMAX/OFFICEDEPOT6	\$9.58	
00055015	JERRY POST, PSY.D.	\$3,313.75	
00055097	HENSLEY BATTERY	\$219.90	
00055275	NOLAND FEED INC.	\$65.15	
00054902	VERIZON	\$1,003.42	
00055102	OFFICEMAX/OFFICEDEPOT6 - Credi	(\$10.06)	
		<b>\$23,728.84</b>	<b>Subtotal for Dept. Police</b>
00054994	DECKER AUTO GLASS	\$293.91	
		<b>\$293.91</b>	<b>Subtotal for Dept. Police Equipment</b>
00054902	VERIZON	\$80.02	
00055351	THE OLIVE GARD00018283	\$138.57	
		<b>\$218.59</b>	<b>Subtotal for Dept. Police Grants</b>
00055007	EFFECTIVE COMMUNICATIONS	\$97.00	
00055196	ATLAS OFFICE PRODUCTS	\$35.34	
		<b>\$132.34</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00054972	NORCO INC	\$11.08	
00054948	AMAZON	\$70.91	
00055180	CHEAPESTEEES.COM	\$430.94	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054918 NORCO INC	\$160.28	
00054890 AMAZON	\$137.52	
00054938 AMERICAN DRYER - Credit	(\$13.88)	
00054974 S&S WORLDWIDE-ONLINE	\$668.74	
00054851 AMAZON	\$9.00	
00054311 AMERICAN DRYER	\$301.67	
00054969 AMAZON	\$9.99	
00054814 ARC SERVICES/TRAINING	\$70.00	
00055115 CHEAPESTEEES.COM	\$1,090.15	
00054893 DOLLAR TREE	\$33.00	
00055355 PEDENS INC	\$168.00	
00055034 CASPER FIRE EXTINGUISHER	\$158.75	
00054905 AMAZON	\$6.00	
00054959 NORCO INC	\$210.87	
00055202 SAMS CLUB #6425	\$26.34	
	<b>\$3,549.36</b>	<b>Subtotal for Dept. Recreation</b>
00054786 HARBOR FREIGHT TOOLS 3	\$17.97	
00054073 SHERWIN-WILLIAMS 70896	\$385.20	
00054805 URGENT CARE OF CASPER	\$90.00	
00054816 HOSE & RUBBER SUPPLY	\$31.59	
00055254 CMI-TECO	\$1,042.89	
00054874 CASPER TIRE 0000705	\$32.50	
00055008 BAILEYS ACE HARDWARE	\$2.99	
00055276 CMI-TECO	\$32.21	
00055260 CMI-TECO	\$307.91	
00054799 CONTAINER COMPONENTS -	\$836.52	
00055216 BAILEYS ACE HARDWARE	\$18.99	
00055094 SIX ROBBLEES NO 19	\$43.52	
00054854 CASPER TIRE 0000705	\$65.00	
00055116 BAILEYS ACE HARDWARE	\$45.98	
00055136 BAILEYS ACE HARDWARE	\$24.78	
00055140 CASPER TIRE 0000705	\$71.00	
00055156 GREAT PLAINS CLEAN	\$621.44	
00055157 BEARING BELT CHAIN	\$124.31	
00055172 SIX ROBBLEES NO 19	\$176.82	
00055191 GREAT PLAINS CLEAN	\$82.02	
00055209 DRIVE TRAIN CASPER	\$10.80	
00055246 CMI-TECO	\$248.68	
00055250 CMI-TECO	\$751.27	
	<b>\$5,064.39</b>	<b>Subtotal for Dept. Refuse Collection</b>
00054718 CASPER STAR TRIBUNE	\$23.52	
00054562 ALSCO INC.	\$281.80	
00054740 CPU IIT	\$149.00	
00054615 OFFICEMAX/OFFICEDEPOT6	\$39.37	
00054641 NATL SOCIETY OF PROF ENGINEERS	\$214.00	
00054810 NORCO INC	\$52.50	
00054627 CPU IIT	\$961.74	
00054767 CASPER CONTRACTORS SUPPLY	\$46.92	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

		<b>\$1,768.85</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
00054885	PARTMASTER	\$138.84		
00055012	SOURCE OFFICE AND TECHNOLOGY	\$653.32		
00055247	HARBOR FREIGHT TOOLS 3	\$18.99		
00055195	THE HOME DEPOT #6001	\$15.96		
00055203	HOWARD SUPPLY COMPANY	\$43.10		
00054983	UW CASHIER OFFICE	\$55.00		
00055143	ECONOLITE	\$8,300.00		
00054831	71 SOIL AND STONE	\$250.00		
00055142	TAPCO	\$3,477.50		
00055132	THE HOME DEPOT #6001	\$118.16		
00055110	LYLE SIGNS	\$768.80		
00054705	WESTERN WYOMING LOCK	\$27.00		
00055089	AIRGAS CENTRAL	\$16.60		
00055288	CPU IIT	\$99.95		
00055265	AMERICAN TRAFFIC SAFETY	\$72.25		
		<b>\$14,055.47</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00055047	WW GRAINGER	\$728.87		
00054989	GW MECHANICAL,	\$46.89		
00054951	BEARING BELTCHAIN00244	\$13.38		
00054834	CONOCO - HOMAX OIL	\$138.48		
00054859	LONG BLDG. TECHNOLOGIES	\$255.00		
00054846	DXP ENTERPRISES	\$1,267.42		
00054718	CASPER STAR TRIBUNE	\$23.52		
00055033	WW GRAINGER	\$62.70		
00055039	CRESCENT ELECTRIC 103	\$53.71		
00054792	FISHER SCIENTIFIC	\$12.00		
00055022	HAJOCA KEENAN SUPP 25	\$14.16		
00054985	HAJOCA KEENAN SUPP 25	\$58.64		
00054838	BLOEDORN LUMBER CASPER	\$48.94		
00054995	HAJOCA KEENAN SUPP 25	\$850.96		
00054852	WW GRAINGER	\$165.77		
00054780	THE UPS STORE 2200	\$31.54		
00054990	CASPER STAR TRIBUNE	\$711.34		
00054880	CPU IIT	\$29.99		
00054840	BARGREEN WYOMING 25	\$13.50		
00054867	URGENT CARE OF CASPER	\$58.00		
00055001	DANA KEPNER CO.	\$250.00		
00054789	WATERWORKS INDUSTRIES	\$170.77		
00054878	BEARING BELTCHAIN00244	\$16.25		
		<b>\$5,021.83</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
00054919	THE HOME DEPOT #6001	\$37.12		
00054845	ENERGY LABORATORIES	\$340.00		
00054860	UNITED STATES WELDING	\$19.57		
00055017	HONNEN EQUIPMENT 04	\$501.08		
00054856	ENERGY LABORATORIES	\$340.00		
00054807	BEARING BELTCHAIN	\$16.14		
00054929	71 SOIL AND STONE	\$4,041.60		

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## P-CARD VENDORS

00054914 CASPER CONTRACTORS SUPPLY	\$11.92	
00054891 HYDRAFLO INC	\$236.94	
00054868 AMERI-TECH EQUIPMENT	\$250.00	
00054894 ENERGY LABORATORIES	(\$20.00)	
00054820 THE HOME DEPOT #6001	\$18.81	
00054867 URGENT CARE OF CASPER	\$197.00	
00054896 MENARDS CASPER WY	\$148.75	
00054826 DANA KEPNER CO.	\$106.72	
00054779 ENERGY LABORATORIES	\$20.00	
00054827 DANA KEPNER CO.	\$1,348.00	
00054829 MENARDS CASPER WY	\$388.98	
	<b>\$8,002.63</b>	<b>Subtotal for Dept. Water</b>
00054724 XEROX CORPORATION/RBO	\$216.75	
00055067 UPS 0000008F045W067	\$116.35	
00055063 ENERGY LABORATORIES	\$225.00	
00054855 ALBERTSONS STO00000604	\$19.96	
00054825 ENERGY LABORATORIES	\$20.00	
00055028 BEARING BELTCHAIN00244	\$18.87	
00054751 COASTAL CHEMICAL CO LL	\$104.04	
00053814 ATLAS OFFICE PRODUCTS	\$25.08	
00055154 CRUM ELECTRIC SUPPLY	\$185.28	
00053885 ENERGY LABORATORIES	\$225.00	
00053892 UPS 0000008F045W027	\$73.84	
00054870 WW GRAINGER	\$49.48	
00054911 ATLAS OFFICE PRODUCTS	\$154.89	
00055166 INDUSTRIAL MAINTAI	\$400.00	
00054848 CASTLEBROOK WELDING	\$223.12	
00054903 USPS PO 5715580945	\$21.70	
00054910 BAVCO	\$729.05	
00055100 CASPER WINNELSON CO	\$45.62	
00054949 INTERSTATE ALL BATTERY	\$56.70	
00055137 USPS PO 5715580945	\$14.49	
00055190 WEAR PARTS INC	\$9.97	
00055123 MENARDS CASPER WY	\$58.31	
	<b>\$2,993.50</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$203,732.15</b>	<b>Subtotal for Vendor</b>

## PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2017.08 LANDFILL GAS COLLECTION	\$27,132.19	
	<b>\$27,132.19</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$27,132.19</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

2199011332 PRODUCT	\$86.95	
2105000653 PRODUCT CREDIT	(\$100.00)	
2199013072 PRODUCT	\$24.00	
2105000678 PRODUCT CREDIT	(\$72.65)	
2199012635 PRODUCT	\$377.95	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## PEPSI COLA OF CASPER

**\$316.25** Subtotal for Dept. Ice Arena  
**\$316.25** Subtotal for Vendor

## PIECE-A-CAKE

2206 RETIREMENT CAKE

\$75.00  
**\$75.00** Subtotal for Dept. Fire  
**\$75.00** Subtotal for Vendor

## POSTAL PROS SOUTHWEST INC

3446 UTILITY BILLING FEES  
40021 E STATEMENT WEB POSTING

\$289.68  
\$3,539.95  
**\$3,829.63** Subtotal for Dept. Finance  
**\$3,829.63** Subtotal for Vendor

## POVERTY RESISTANCE FOOD PANTRY

3351 FUNDING  
100-1 FUNDING  
RIN0027459 FUNDING

\$145.00  
\$1,692.41  
\$4,760.00  
**\$6,597.41** Subtotal for Dept. One Cent #15  
**\$6,597.41** Subtotal for Vendor

## PRINTWORKS

11234 BUSINESS CARDS

\$58.95  
**\$58.95** Subtotal for Dept. Engineering  
**\$58.95** Subtotal for Vendor

## PUBLIC SAFETY COMMUNICATIONS CENTER

734/149512 MONTHLY USER FEES  
1276/149513 MONTHLY USER FEES

\$1,954.30  
**\$1,954.30** Subtotal for Dept. Metro Animal  
\$542.86  
**\$542.86** Subtotal for Dept. Water  
**\$2,497.16** Subtotal for Vendor

## PUMP TECHNOLOGIES LLC.

2345 VAUGHAN PUMP

\$12,753.00  
**\$12,753.00** Subtotal for Dept. Waste Water  
**\$12,753.00** Subtotal for Vendor

## REIDT, FAY

0028237229 UTILITY REFUND  
0028237229 UTILITY REFUND

\$30.00  
\$46.41  
**\$76.41** Subtotal for Dept. Water  
**\$76.41** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016802231709 ELECTRICITY

\$179.81  
**\$179.81** Subtotal for Dept. Buildings & Structures

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## ROCKY MOUNTAIN POWER

AP00018102231709	ELECTRICITY	\$2,709.07		
AP00023402231709	ELECTRICITY	\$2.37		
AP00016102231709	ELECTRICITY	\$1,646.91		
		<b>\$4,358.35</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
AP00017002231709	ELECTRICITY	\$97.43		
6293559	ELECTRICAL IMPROVEMENTS "K" ST	\$7,625.00		
		<b>\$7,722.43</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
AP00016602231709	ELECTRICITY	\$29,681.88		
		<b>\$29,681.88</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
AP00016502231709	ELECTRICITY	\$23,082.47		
		<b>\$23,082.47</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
RIN0027468	ELECTRICITY	\$41,521.95		
RIN0027468	ELECTRICITY	\$9,552.83		
		<b>\$51,074.78</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
		<b>\$116,099.72</b>	<b>Subtotal for Vendor</b>	

## SAM PARSON'S UPHOLSTERY

673983	REUPHOLSTER SEAT CUSHION	\$89.66		
		<b>\$89.66</b>	<b>Subtotal for Dept.</b>	<b>Fleet Maintenance</b>
		<b>\$89.66</b>	<b>Subtotal for Vendor</b>	

## SENIOR PATIENT ADVOCATES

2017-0082	LEGAL OR MEDICAL MATTERS	\$165.00		
		<b>\$165.00</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
		<b>\$165.00</b>	<b>Subtotal for Vendor</b>	

## STANTEC CONSULTING SVCS INC.

1159759	NORTH PLATTE RIVER RESTORATIO	\$2,943.64		
		<b>\$2,943.64</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
		<b>\$2,943.64</b>	<b>Subtotal for Vendor</b>	

## STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0027474	CWSRF#077 INTEREST	\$35,892.56		
RIN0027474	CWSRF#077 PRINCIPAL	\$104,279.72		
		<b>\$140,172.28</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
		<b>\$140,172.28</b>	<b>Subtotal for Vendor</b>	

## STEALTH PARTNER GROUP

RIN0027481	STOP LOSS	\$57,343.62		
		<b>\$57,343.62</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
		<b>\$57,343.62</b>	<b>Subtotal for Vendor</b>	

## STINSON, TATE

0028237231	UTILITY REFUND	\$54.15		
		<b>\$54.15</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
		<b>\$54.15</b>	<b>Subtotal for Vendor</b>	

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## TIM DACH

A28392/24 CLOTHING REIMBURSEMENT

\$97.97  
**\$97.97** Subtotal for Dept. Buildings & Structures  
**\$97.97** Subtotal for Vendor

## TOBIN, JUSTIN

0028186769 UTILITY REFUND

\$9.07  
**\$9.07** Subtotal for Dept. Water  
**\$9.07** Subtotal for Vendor

## URBAN INTERACTIVE STUDIO, LLC

UIS-INV-11275A COMP PLAN

\$180.94

UIS-INV-11275A COMP PLAN

\$19.06

**\$200.00** Subtotal for Dept. Metropolitan Planning

UIS-INV-11275 COMP PLAN

\$50.00

**\$50.00** Subtotal for Dept. Planning

**\$250.00** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC.

SIN018539 BACKUP NETWORK LINK

\$9,585.00  
**\$9,585.00** Subtotal for Dept. Balefill  
**\$9,585.00** Subtotal for Vendor

## WAMCO LABS, INC.

13255 WET TESTING

\$1,800.00  
**\$1,800.00** Subtotal for Dept. Waste Water  
**\$1,800.00** Subtotal for Vendor

## WASTE WATER TREATMENT

1337/149519 SUMP CLEANING

\$600.00

**\$600.00** Subtotal for Dept. Balefill

1276/149661 201 SEWER

\$285,576.72

**\$285,576.72** Subtotal for Dept. Sewer

**\$286,176.72** Subtotal for Vendor

## WATERS & SON CONST.

3318 FENCE 1ST & LOWELL

\$1,515.00

**\$1,515.00** Subtotal for Dept. Streets

**\$1,515.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

160360006 ROBERTSON RD TRAIL EXTENSION

\$1,219.08

160360006 ROBERTSON RD TRAIL EXTENTION

\$304.77

142020010 ROBERTSON RD TRAIL EXTENSION

\$180.85

142020010 ROBERTSON RD TRAIL EXTENSION

\$723.40

**\$2,428.10** Subtotal for Dept. Parks

160580011 K STREET IMPROVEMENTS

\$13,883.13

160080011 15TH & ELM STREET IMPROVEMENTS

\$2,180.00

# Bills and Claims

City of Casper

22-Feb-17 to 07-Mar-17

## WESTERN WATER CONSULTANTS, INC.

130130043 MIDWEST AVE RECONSTRUCTION

\$6,545.50  
**\$22,608.63** Subtotal for Dept. Streets  
**\$25,036.73** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2016-11337 ENGINEERING/SURVEY SERVICES

\$368.00  
**\$368.00** Subtotal for Dept. Engineering  
**\$368.00** Subtotal for Vendor

## WORLDWASH

3492 KITCHEN EXHAUST STATION 1

\$550.00  
**\$550.00** Subtotal for Dept. Fire  
**\$550.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000086797 I-25/SHOSHONI LANDSCAPING

\$14,119.81  
**\$14,119.81** Subtotal for Dept. Parks  
**\$14,119.81** Subtotal for Vendor

## WY. MACHINERY CO.

RIN0027483 RETAINAGE

\$24,539.30  
**\$24,539.30** Subtotal for Dept. Capital Projects - Engineering  
**\$24,539.30** Subtotal for Vendor

## WYO-NAHRO

17-07 MEMBERSHIP

\$75.00  
**\$75.00** Subtotal for Dept. Planning  
**\$75.00** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

JAN2017 FUNDING

\$4,481.34  
**\$4,481.34** Subtotal for Dept. Social Community Services  
**\$4,481.34** Subtotal for Vendor

**Grand Total \$1,762,717.25**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 03/07/17

**Payroll Disbursements**

2/23/17	CITY PAYROLL	\$	1,085,568.38
2/23/17	BENEFITS & DEDUCTIONS	\$	180,672.45
2/24/17	FIRE PAYROLL	\$	176,182.21
2/24/17	BENEFITS & DEDUCTIONS	\$	28,893.93

<b>Total Payroll</b>	<b>\$ 1,471,316.97</b>
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**Additional Fees**

<b>Total Fees</b>	<b>\$ -</b>
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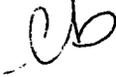
**Additional AP**

2/21/17	Wire to Global Spectrum for Ticket Sales	\$	159,891.00
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<b>Total Additional AP</b>	<b>\$ 159,891.00</b>
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February 27, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish March 21, 2017, as Public Hearing Date for consideration of a vacation and replat creating Lot 7, Block 200, City of Casper Addition, and the zoning of Lot 7 as PH (Park Historic).

Recommendation:

That Council, by minute action, establish March 21, 2017, as the public hearing date for consideration of the vacation and replat creating Lot 7, Block 200, City of Casper, and the zoning of Lot 7 as PH (Park Historic).

Summary:

The City of Casper has applied for a replat of 1.36-acres, more or less, to create the City of Casper Addition, Lot 7, Block 200. The replat is creating a single lot, Lot 7, which is approximately 11,821 square feet in size. The replat is also realigning dedicated public right-of-ways for East 11<sup>th</sup> Street and South Mitchell Street, to more accurately reflect the placement of the constructed roadways. Neither South Mitchell Street, nor East 11<sup>th</sup> Street were constructed within the dedicated and platted right-of-ways. The majority of proposed Lot 7 is presently un-zoned property, located in the existing South Mitchell Street right-of-way; however, the east portion of the proposed lot is located within the Washington Park property, and zoned PH (Park Historic).

The Planning and Zoning Commission recommended approval of the requested street vacation and replat, and amended the proposed zoning of Lot 7 from R-2 (One Unit Residential), to PH (Park Historic) after a public hearing on February 16, 2017. The Planning and Zoning Commission received eleven (11) letters of opposition to the vacation of parkland, and subsequent rezoning of said parkland to R-2 (One Unit Residential). In addition, the Planning and Zoning Commission received a petition signed by 110 citizens. At the public hearing, ten (10) people spoke in opposition to the vacation of parkland and subsequent rezoning to R-2 (One Unit Residential).

February 3, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Licensing Specialist *ML*

SUBJECT: Establish April 4, 2017 as the Public Hearing date for a new Restaurant Liquor License No. 33, Firehouse Pizza Wood Fired., d.b.a Firehouse Pizza Wood Fired, located at 395 Newport Suite No. 1

Recommendation:

That Council, by minute action, establish April 4, 2017, as the Public Hearing date for the consideration for a new Restaurant Liquor License No. 33, Firehouse Pizza Wood Fired, d.b.a Firehouse Pizza Wood Fired, located at 395 Newport Suite No. 1.

Summary:

An application has been received for a new Restaurant Liquor License No. 33, Firehouse Pizza Wood Fired., d.b.a Firehouse Pizza Wood Fired, located at 395 Newport Suite No. 1. This restaurant is located in the strip mall in Kohl's parking lot next to Super Cuts.

This restaurant is undergoing renovations and is tentatively scheduled to open at the end of March. Upon approval, this license will be effective April 5, 2017 for the new liquor license period. The new liquor license period will begin on April 1, 2017, however this restaurant will not be able to serve alcohol until April 5, 2017.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

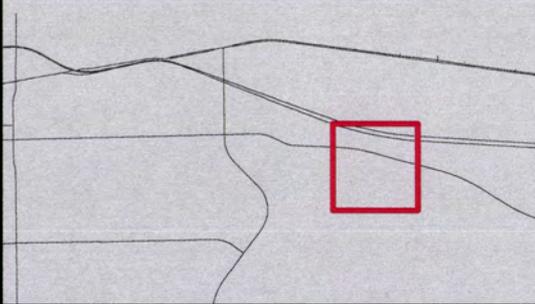
As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).



Casper License & Permits  
 Firehouse Pizza Wood Fired  
 d.b.a Firehouse Pizza Wood Fired

★ PROPOSED  
 RESTAURANT  
 LIQUOR LICENSE

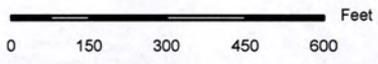
Map focus area (red box)



CITY OF CASPER  
 200 N DAVID ST  
 CASPER WY 82601



All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



February 17, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Determination as to whether the annexation of a 1.467-acre parcel being incorporated into the proposed Wolf Creek Nine Addition, complies with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes.

Recommendation:

That Council, by resolution, find that the annexation of a 1.467-acre parcel being incorporated into the proposed Wolf Creek Nine Addition, complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that was prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with, and adjacent to, the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming law.
7. Legal notice specifying the date, time, and place for a March 7, 2017 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune February 3, 2017 and February 10, 2017; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility expansion.

A resolution has been prepared for Council's consideration.



**WOLF CREEK NINE ADDITION  
SUBDIVISION AGREEMENT**

9<sup>th</sup> This Subdivision Agreement ("Agreement") is made and entered into this day of January, 2017, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Mesa Development, Inc. 550 North Poplar Street, Casper, Wyoming 82601 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for an annexation, vacation and replat to create the Wolf Creek Nine Addition.
- C. A plat of Wolf Creek Nine Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

**SECTION 2 - OBLIGATIONS OF OWNER**

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

## 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

## 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director'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, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. Vehicular access to the lots with frontage on Aspen Place and Talon Drive shall be prohibited. All vehicular access to those lots shall be from interior streets within Wolf Creek Nine Addition.
- b. Prior to the issuance of a Certificate of Occupancy for any structure in Wolf Creek Nine Addition, the west side of Aspen Place, adjacent to Wolf Creek Nine Addition, shall be completed to City standards as a collector street, including, but not limited to, asphalt, curb, gutter, detached sidewalk, and street lights.
- c. Prior to the issuance of a Permit to Construct Public Improvements, Owner shall obtain City Engineering Department approval of an updated drainage study.
- d. A planned pedestrian trail extends from the southwest corner of Wolf Creek Nine Addition, and connects with the Talon Drive sidewalk. Owner shall provide trail construction within the platted public access easements within Wolf Creek Nine Addition from the southwest corner to the Talon Drive sidewalk, including any necessary crosswalks on Talon Drive or Dancing Wolf.

- e. Pursuant to the Casper Municipal Code, mid-block pedestrian sidewalks shall be constructed within the provided easements for all blocks in Wolf Creek Nine Addition which exceed five hundred (500) feet in length.

### SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

### SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: 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 that is the subject matter of this Agreement. 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 a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

- 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:

Mesa Development, Inc.  
Attn: Randall S. Hall  
Box 51568  
Casper, Wyoming 82605

City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

- 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.
- n. **Term:** At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the

public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Trewitt

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Tracey L. Belser  
City Clerk

Kenyne Humphrey  
Mayor

WITNESS:

OWNER  
Mesa Development, Inc.

By: Dee Hardy

By: Russell S. Hall

Printed Name: Dee Hardy

Printed Name: Russell S. Hall

Title: Admin. Support Tech

Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Kenyne Humphrey, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

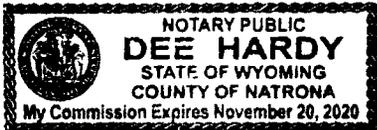
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 9<sup>th</sup> day of January, 2017 by Randall S. Hall as the President of Mesa Development, Inc

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: 11/20/20]

# Wolf Creek Nine Addition (1.467-Acre Parcel)

2017 ANNEXATION REPORT

January, 2017

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## **PURPOSE**

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis of an annexation of a 1.467-acre parcel, which is being included in a replat of existing incorporated property, to create the Wolf Creek Nine Addition.

## **BACKGROUND INFORMATION / DESCRIPTION OF AREA**

Mesa Development, Inc. has applied to annex a 1.467-acre parcel, which is being incorporated into the proposed Wolf Creek Nine Addition. In an associated item, the applicant has applied for R-2 (One Unit Residential) and R-4 (High Density Residential) zoning for the proposed Wolf Creek Nine Addition. In 2014 the Planning and Zoning Commission and the City Council approved replats and a zone change of the subject area, creating the Wolf Creek Eight and Wolf Creek Nine Additions; however, the plats were not signed by the applicant and recorded within the one (1) year statutory deadline, and the plats became void.

The 1.467-acre parcel being proposed for annexation is located in the southwest corner of the proposed Wolf Creek Nine Addition, adjacent to the north property line of the Fort Casper Academy School. The parcel primarily makes up a stormwater detention area that will be dedicated to the City of Casper. Approximately one third of the parcel on its most southerly edge is being incorporated into portions of four single-family residential lots, and a small piece of public right-of-way. For the purpose of analysis, the base assumption for this report is that the annexed parcel will create four (4) new single-family residential lots.

## **DEVELOPMENT COSTS**

There will not be any publically-funded infrastructure development costs associated with this annexation. All costs related to the provision of streets and necessary public utilities will be borne by the applicant. Stormwater detention improvements, if necessary, will be constructed by the applicant, and subsequently dedicated to the City.

## **STATUTORY REQUIREMENTS**

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

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); (*See appendix for map*).
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; (*See "Development Costs" section above*).

- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information).*
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and

will be disseminated to affected landowners and utility companies according to Wyoming Law.

7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

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

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the ten (10) departments or divisions that will provide direct, basic services to the property have been considered, to gain a tangible estimated measure of service costs.

The relative service costs for City services that are attributable to each property that is within the City of Casper municipal limits were derived by dividing each department's FY 2017 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts in Casper. **This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the subject annexation based on existing budgets and properties served.**

### **POLICE DEPARTMENT:**

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 219 properties per sworn officer in Casper. Based on the total budget for the Police Department, and the approximate 21,242 properties served in the City of Casper, it is estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$600 (\$12,750,785 current Police Department budget, divided by 21,242 properties/accounts in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual additional costs to the City as a result of this annexation. As stated above, for the purpose of this report, it is assumed that the annexed property will be incorporated into four (4) single-family residential properties; therefore, the estimated service cost (portion of the total budget) that is attributable to these four (4) lots to provide Police Department service is approximately \$2,400 per year (\$600 x 4 new properties/accounts). Police services will be available immediately upon the completion of the annexation of the area.

## **FIRE DEPARTMENT:**

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 287 properties per sworn fireman in Casper. It is estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is \$419 (\$8,895,568 current Fire Department budget, divided by 21,242 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual additional costs to the City as a result of this annexation. For the purpose of this report, it is assumed that the annexed property will be incorporated into four (4) single-family residential properties; therefore, the total estimated service cost (portion of the total budget) that is attributable to these four (4) lots to provide Fire Department services is \$1,676 per year (\$419 x 4 new properties/accounts). Fire service will be available immediately upon the completion of the annexation of the area.

## **STREETS AND TRAFFIC DIVISION:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the fraction of the Street and Traffic Division budget that is apportioned to each property/account in the City is \$192 for (\$4,085,301 current Street Division budget, divided by 21,242 properties).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that the annexed property will be incorporated into four (4) single-family residential properties; therefore, the total estimated service cost (portion of the total budget) that is attributable to these four (4) lots to provide Streets/Traffic Division services is \$768 per year (\$192 x 4 new properties/accounts). Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

## **PUBLIC UTILITIES DIVISION (WATER AND SEWER):**

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

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the

area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

**SANITATION DIVISION:**

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

**PARKS DIVISION:**

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for park improvements or maintenance. The City is acquiring a regional stormwater detention lot which will service this area, as well as upstream properties. The stormwater detention area will require infrequent, periodic maintenance, such as mowing, and silt removal. The required periodic maintenance can be accommodated by the City with no additional personnel or equipment required.

**COMMUNITY DEVELOPMENT DEPARTMENT:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated fraction of the Community Development Department budget that is apportioned to each property/account in the City is \$76 (\$1,614,726 current Planning/Building/Code Enforcement budget, divided by 21,242 properties).

The Community Development Department will not need to make any changes that will involve additional costs to the City as a result of the annexation of the area. The staffing level and current equipment are adequate. For the purpose of this report, it is assumed that the annexed property will be incorporated into four (4) single-family residential properties; therefore, the total estimated service cost (portion of the Community Development budget) that is attributable to these four (4) lots to provide service to this area is \$304 per year (\$76 x 4 new properties/accounts). Community Development Department service will be available immediately upon the completion of the annexation of the area.

**ENGINEERING DIVISION:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the fraction of the Engineering Division budget that is apportioned to each property/account in the City to provide Engineering Division

service is \$52 (\$1,114,797 current Engineering Division budget, divided by 21,242 properties).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that the annexed property will be incorporated into four (4) single-family residential properties; therefore, the total estimated service cost (portion of the total budget) that is attributable to these four (4) lots is \$208 per year (\$52 x 4 new properties/users). Engineering Division service will be available immediately upon the completion of the annexation of the area.

## **ECONOMICS AND SOURCES OF REVENUE**

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees. The largest sources of general fund revenue for the City are sales/use tax (34%), mineral taxes (15%), and franchise fees (9%). Property taxes, at eight percent (8%), account for a relatively minor portion of general fund tax revenue. It is generally accepted that given the current tax structure of the State, most residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

As the four (4) lots being annexed are developed, service/user fees will be paid to the City in the form of building permits, water and sewer tap fees, water/sewer and sanitation service fees. There is no way to know the exact valuation of the eventual single-family homes that will be constructed on the four (4) lots being annexed; however, for an average, \$250,000 home, the City currently collects approximately \$1,100 for a building permit and \$2,500 for sewer/water tap fees. For the four (4) lots being annexed, assuming \$250,000 homes are constructed on the properties, the City will collect approximately \$14,400, total, in building permits and water/sewer tap fees. This amount will fluctuate either up or down, depending on the actual valuations of the structures that are eventually constructed.

The City receives yearly sales tax revenue from the State of Wyoming based on the population of Casper in relation to other towns and municipalities. The United States Census estimates that there is an average of 2.42 persons per household in Casper, Wyoming. The addition of four (4) new single-family residential homes will, therefore, add approximately ten (10) additional persons to Casper's population.

A Mill Levy is the number of dollars a taxpayer must pay for every \$1,000 of assessed value on real property. To calculate property taxes, simply multiply the assessed value of the property by the mill rate and then divide by 1,000. County land generates property tax at a rate of sixty-five (65) Mills, with none of those funds collected being paid to the City.

When an area is annexed into the City of Casper, the Mill Levy changes to 72.890 Mills. Of this, the City receives eight (8) Mills, or 11% of the total property tax collected. The largest benefactor of property tax revenue is the School District, which receives 32.5 Mills, or approximately 44% of the property tax collected.

Using the example of a \$250,000 home, the approximate yearly property taxes collected by Natrona County will be \$1731.14 ( $\$250,000 \times 9.5\% = \$23,750$  valuation  $\times 72.890/1,000$ ). Therefore, for four (4) new \$250,000 homes, Natrona County would collect approximately \$6,924.56 yearly. Of that, the City's portion would be approximately \$761.70 of yearly revenue. This amount will obviously fluctuate with the actual valuations of the structures that are constructed.

Other impacts of an annexation are not easily measured, such as the costs and benefits to the overall economy. With development come good paying construction jobs, sale of construction materials, sales taxes that are collected from those construction materials, as well as the overall impact on the affordability of housing in the area (supply/demand). New home construction also has a trickle-down effect on other retail purchases, not directly related to construction, such as furniture, electronics, restaurants, groceries, and other consumer goods. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, architects, teachers, bus drivers and utility companies, all of which positively contribute to the overall local economy.

## **CONCLUSION**

Assuming the property is annexed, it will receive the same City services that other properties within the incorporated City receive. As illustrated, the City of Casper can provide these services without incurring actual additional costs related to a need for additional staff, equipment or publicly-funded facility expansion. The property is in proximity to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits to the entire community as well. When reviewing annexation proposals and development proposals in general, the City Council must recognize that there are significant differences in the balance of costs versus benefits, depending on whether the growth/development is financially sustainable. Infill development, in proximity to existing City properties, is always less costly to service than new development areas on the outskirts. Conversely, low density, sprawling development is much more costly to provide with City services because of inherent inefficiencies of its location and design. Location, in this context, relates to proximity to existing public services, adequate transportation infrastructure, utility availability, overall density, and depends heavily on the ultimate land use of the area.

To obtain more information on the fiscal impacts of development, a publication of seventeen (17) studies from around the Country, entitled “Building Better Budgets,” may be reviewed at the following address:

<https://smartgrowthamerica.org/resources/building-better-budgets-a-national-examination-of-the-fiscal-benefits-of-smart-growth-development/>

# APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: Mesa Development Inc.

ADDRESS: 500 South Poplar Street; Casper, Wy 82604

TELEPHONE: 1-307-254-2385

EMAIL: rshall@ccim.net

### HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Wolf Creek Nine

ADDRESS: 4155 Talon Drive

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Portion of the SW1/4 NW1/4, Section 19 T 33 N, R 79 W, See Wolf Creek Nine Plat

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 20.102 acres

NUMBER OF LOTS AND BLOCKS: 73 Lots

PRESENT ZONING: PUD and R4

PROPOSED ZONING: R2 and R4

PRESENT LAND USE: Vacant

PROPOSED LAND USE: Residential Subdivision

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 6/17/16



SUBMIT TO:  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov

### COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- \$600 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

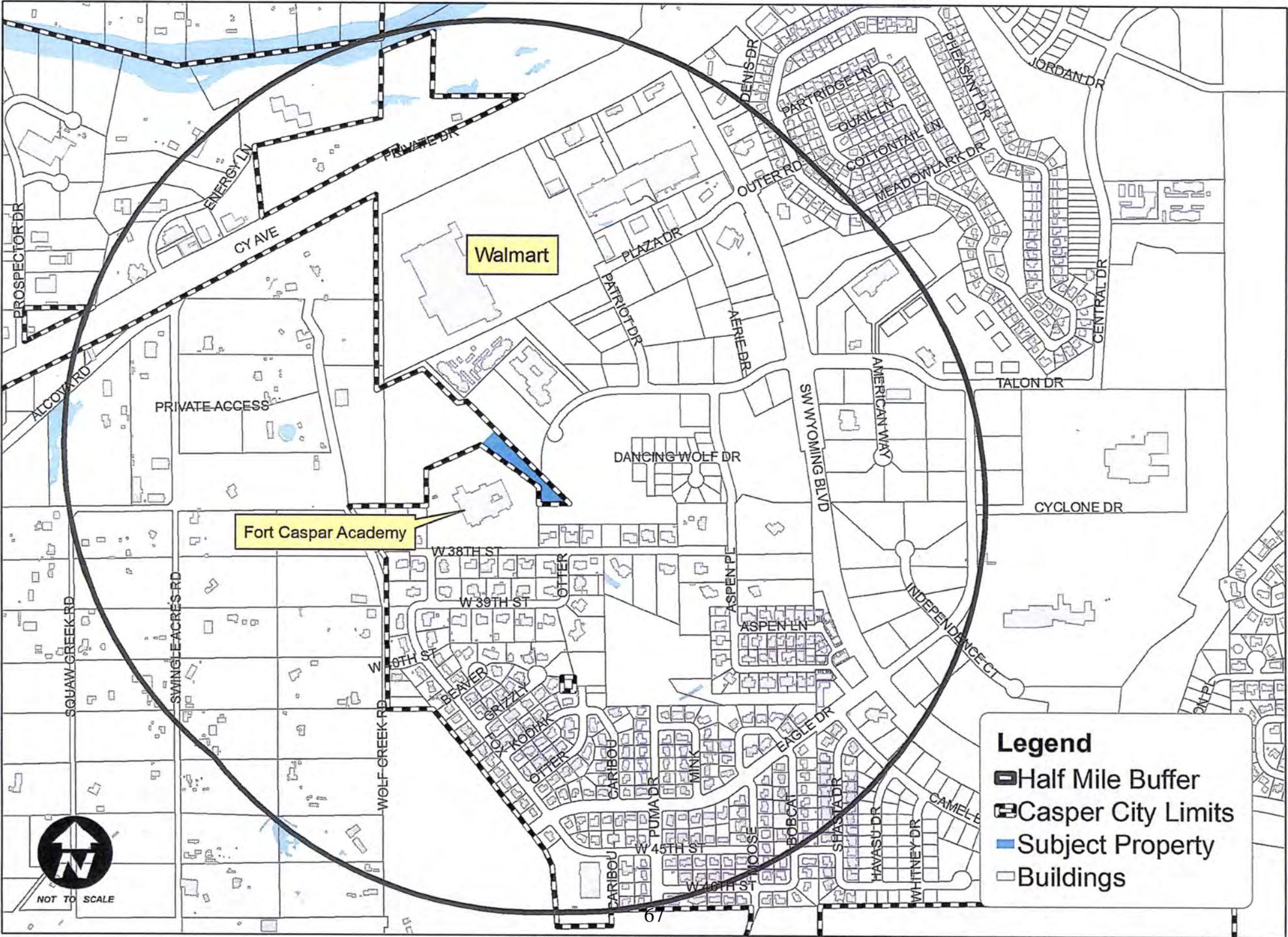
### FOR OFFICE USE ONLY:

DATE SUBMITTED:

**NOV 10 2016**

REC'D BY: \_\_\_\_\_

# Wolf Creek Nine Addition



### Legend

- Half Mile Buffer
- - - Casper City Limits
- Subject Property
- Buildings



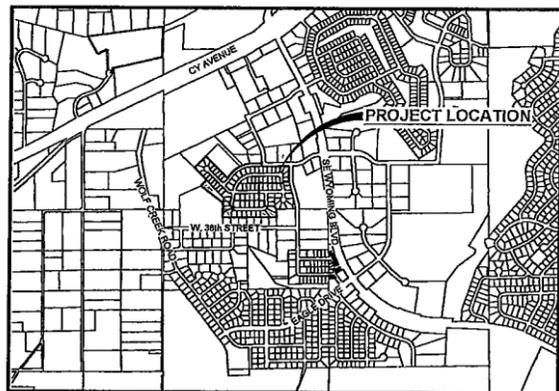
NOT TO SCALE

# ANNEXATION, VACATION, AND REPLAT OF WOLF CREEK NINE ADDITION TO THE CITY OF CASPER

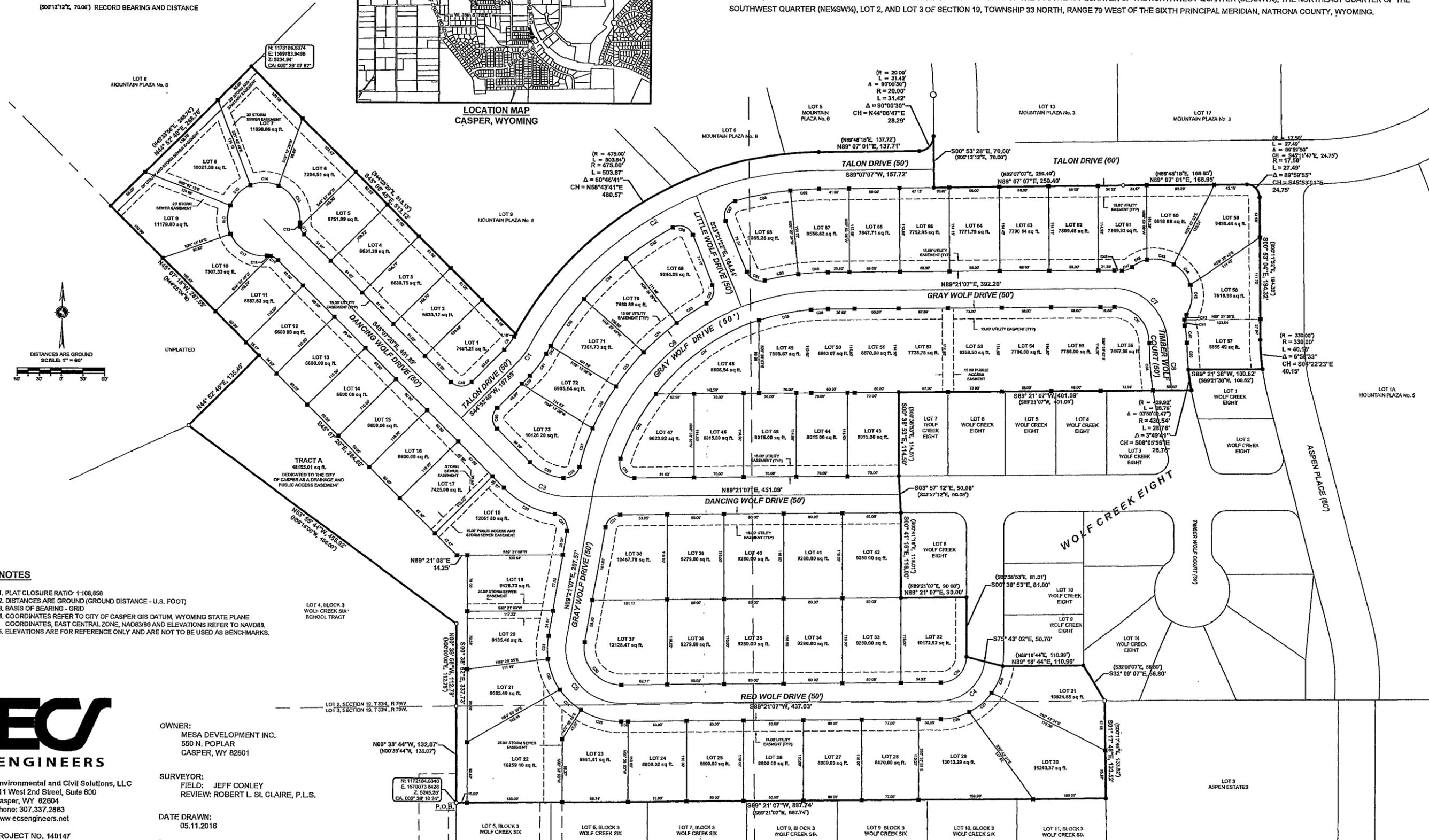
A VACATION, AND REPLAT OF TRACT B IN WOLF CREEK EIGHT ADDITION TO THE CITY OF CASPER, WYOMING, LOT 2 IN MOUNTAIN PLAZA NO. 5 TO THE CITY OF CASPER, WYOMING, LOT 10 IN MOUNTAIN PLAZA NO. 8 TO THE CITY OF CASPER, WYOMING, AND THAT PORTION OF TALON DRIVE IN MOUNTAIN PLAZA NO. 6 TO THE CITY OF CASPER, WYOMING, AND AN ANNEXATION OF A PORTION OF LOT 2, SECTION 19, T.33N., R.79W. OF THE 6TH P.M. AND BEING A SUBDIVISION OF PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), LOT 2, AND LOT 3 OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

### LEGEND

- RECOVERED ALUMINUM CAP
- RECOVERED BRASS CAP
- SET ALUMINUM CAP (PLS 584)
- SET BRASS CAP (PLS 584)
- SUBDIVISION BOUNDARY (PROPOSED)
- PROPERTY LINE (PROPOSED)
- PROPERTY LINE (ADJACENT AND EXISTING)
- - - PROPOSED EASEMENT LINE
- S00° 53' 28"E, 70.02' PROPOSED BEARING AND DISTANCE
- (S00°12'12"E, 70.00') RECORD BEARING AND DISTANCE



LOCATION MAP  
CASPER, WYOMING



### NOTES

1. PLAT CLOSURE RATIO: 1:108,856
2. DISTANCES ARE GROUND (GROUND DISTANCE - U.S. FOOT)
3. BASIS OF BEARING - GRID
4. COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.
5. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.



Environmental and Civil Solutions, LLC  
111 West 2nd Street, Suite 600  
Casper, WY 82604  
Phone: 307.337.2883  
www.ecsengineers.net

OWNER:  
MESA DEVELOPMENT INC.  
550 N. POPLAR  
CASPER, WY 82601

SURVEYOR:  
FIELD: JEFF CONLEY  
REVIEW: ROBERT L. ST. CLAIRE, P.L.S.

DATE DRAWN:  
05.11.2016

DRAWN BY: BMA

PROJECT NO. 140147

DEC 27 2017

**2016 TAX LEVIES FOR NATRONA COUNTY**

**TAXING DISTRICTS**

District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	CASPER MOUNTAIN	SD #1		
Dist #	0150	0151	0152	0153	0154	0155	0121	0120		
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
<b>School District #1</b>										
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000		
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000		
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500		
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		
<b>TOTAL SCHOOL DISTRICT</b>	<b>32.500</b>	<b>32.500</b>								
<b>Community College</b>										
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000		
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500		
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890		
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7.390</b>	<b>7.390</b>								
<b>Natrona County</b>										
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000		
<b>TOTAL NATRONA COUNTY</b>	<b>12.000</b>	<b>12.000</b>								
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000		
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000				
Sewer, Water & Fire Bonds										
Fire Protection							3.000	3.000		
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>67.890</b>	<b>67.890</b>		

**UTILITIES**

Rocky Mountain Power

Leslie Blythe  
2840 East Yellowstone Hwy  
Casper, WY 82609

Century Link

Shelby Allen  
103 North Durbin Street  
Casper, WY 82601  
(307) 235-2479

Century Link

Shelby Allen  
CenturyLink Engineer II  
for Casper and Glenrock WY  
4719 Ridge Rd  
Cheyenne WY  
Office# 307-771-6417  
Cell# 307-509-9905

Charter

Bob Casados  
451 South Durbin Street  
Casper, WY 82601

Black Hills Energy

Kelly Spitz  
1535 East Yellowstone  
Casper, WY 82601  
(307) 261-3321

Mountain West Telephone

James W. Coberly  
123 West 1<sup>st</sup> Street, Suite C-95  
Casper, WY 82601  
(877) 544-8333

RESOLUTION NO. 17-28

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF A 1.467-ACRE PARCEL BEING INCLUDED IN A REPLAT CREATING THE WOLF CREEK NINE ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 1.467-acre parcel being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a March 7, 2017, public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune February 3, 2017, and February 10, 2017; and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

ORDINANCE NO. 2-17

AN ORDINANCE APPROVING AN ANNEXATION, VACATION, REPLAT, AND SUBDIVISION AGREEMENT FOR THE PROPOSED WOLF CREEK NINE ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to annex a 1.467-acre parcel, and to vacate and replat Tract B in Wolf Creek Eight Addition, Lot 2 in Mountain Plaza No. 5, Lot 10 in Mountain Plaza No. 6 and a portion of Talon Drive in Mountain Plaza No. 6; to create the Wolf Creek Nine Addition, City of Casper, Wyoming; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City Council approved replats and zone changes of the subject property in 2014, via Ordinance numbers 17-14 and 18-14; and,

WHEREAS, following approval of Ordinance numbers 17-14 and 18-14, the Owner failed to execute and record the plat within the one (1) year limitation set forth in Section 16.24.060(F) of the Casper Municipal Code, and the plats became void; and,

WHEREAS, Ordinance numbers 17-14 and 18-14 were rescinded with the approval of Wolf Creek Eight Addition by Ordinance number 9-16; and,

WHEREAS, a written subdivision agreement for Wolf Creek Nine Addition will be entered into with the City of Casper, which will be approved upon third reading of this ordinance; and,

WHEREAS, the annexation, vacation, and replat creating the Wolf Creek Nine Addition requires approval, by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on December 15, 2016, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the Wolf Creek Nine Addition; and,

WHEREAS, the governing body of the City of Casper finds that the above described annexation, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

The annexation of a 1.467-acre parcel to create the Wolf Creek Nine Addition to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 17<sup>th</sup> day of January, 2017.

PASSED on 2nd reading the 7<sup>th</sup> day of February, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walke Trust

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

February 28, 2017

MEMO TO: V H McDonald, City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director  
Dan Elston, City Building Official



SUBJECT: Adoption of 2017 National Electrical Code

Recommendation:

That Council, by ordinance, approve the ordinance adopting the 2017 National Electrical Code.

Summary:

The State of Wyoming has adopted the 2017 National Electrical Code, as the minimum Code for the entire State, effective July 1, 2017.

Staff and the City Contractors' Licensing and Appeals Board have reviewed the 2017 Edition of the National Electrical Code and recommend that Council adopt the Code.

The 2017 National Electrical Code is a continuation of Code upgrades every three years.

The following are some of the changes:

- **110.14(D) Electrical Connection Torque Tools**  
Where a tightening torque is indicated as a numeric value, either on the equipment or in the installation instructions, a calibrated torqueing tool is required to be used.
- **110.16(B) Arc-Flash Hazard Warning, Service Equipment**  
Additional labeling statements are required for services of 1,200 amps or more.
- **210.8(B) Ground-Fault Circuit-Interrupter (GFCI's) in Other Than Dwelling Units**  
Receptacles rated 150 volts to ground single phase 50 amps or less are now required to be GFCI'd.  
Receptacles rated 150 volts to ground three-phase 100 amps or less are now required to be GFCI'd.

- **210.8(B)(9) Non-Dwelling Unit Crawl Spaces**  
GFCI protection is now required in non-dwelling unit crawl spaces.
- **210.8(B)(10) Non-Dwelling Unit Unfinished Basements**  
GFCI protection is now required in non-dwelling unit unfinished basement spaces.
- **210.8(E) GFCI Protection For Lighting Outlets In Crawl Spaces**  
Crawl space lights are now required to be GFCI'd.
- **210.12(C) Arc-Fault Circuit-Interrupter (AFCI) Protection in Guest Rooms and Guest Suites**  
All rooms now require AFCI protection, not just rooms with permanent cooking facilities.
- **210.71 Meeting Room Receptacles**  
Meeting rooms with less than 1,000 square feet will now have receptacle requirements.

An ordinance is attached for Council's consideration.

Attachment

ORDINANCE NO. 4-17

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.28 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.

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

SECTION 1:

The following sections of Chapter 15.28 of the Casper Municipal Code are hereby amended to read as follows:

The reference to the year in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370(A) and 15.28.440 are deleted and shall read "2017."

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3:

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

PASSED on 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on the 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

February 8, 2017

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Licensing Specialist *CLM*

SUBJECT: Public Hearing for a transfer of ownership and location for Retail Liquor License No. 8, Z-Financial Administration and Management, Inc., located at 1121 Wilkins Circle.

Recommendation:

That Council, by minute action, authorize the transfer of ownership and location for Retail Liquor License No. 8, for Z-Financial Administration and Management, Inc., located at 1121 Wilkins Circle, to Good 2 Go Stores, LLC., d.b.a Good 2 Go, located at 1968 East Yellowstone Highway.

Summary:

An application has been received for a transfer of ownership of Retail Liquor License No. 8, for Z-Financial Administration and Management, Inc., located at 1121 Wilkins Circle, to Good 2 Go Stores, LLC., d.b.a Good 2 Go, located at 1968 East Yellowstone Highway.

If approved, they will begin remodeling for a package liquor store located inside the Good 2 Go Convenience Store. The tentative open date is June of 2017.

Z-Financial Administration and Management, Inc.'s license has been parked since November of 2014. On August 9<sup>th</sup>, 2016 they were granted a one year extension that extended their non-operational status to November 4<sup>th</sup>, 2017.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

**To be completed by the City/Town or County Clerk:**

Date Filed With Clerk: 01 119 2017

	<b>Annual Fee</b>	<b>Prorated Fee</b>
Basic Fee:	\$ <u>1500.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ _____	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): Feb 8, 12, 19, 26 2017

Hearing Date: 03 107 2017

LICENSE TERM: 04 1 01 2017  
Month Day Year

Through: 03 31 2018  
Month Day Year

**A copy must be immediately forwarded to:**  
 State of Wyoming Liquor Division  
 6601 Campstool Rd.  
 Cheyenne WY 82002-0110

Formerly Held by: Zimmerman Family Administration and Management, Inc.

Applicant: Good 2 Go Stores, LLC

Trade Name (dba): Good 2 Go

Premise Address: 1968 East Yellowstone Avenue  
Number & Street

Casper WY 82604 Natrona  
City State Zip County

Mailing Address: PO Box 50620  
Number & Street or P.O. Box

Idaho Falls, ID 83405  
City State Zip

Business Telephone Number: (307-) 265 - 6027

Fax Number: ( )

E-Mail Address: sboyle@bradhallfuel.com

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW  <input checked="" type="checkbox"/> TRANSFER LOCATION  <input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Casper</u>  <input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL      <input checked="" type="checkbox"/> LLC  <input type="checkbox"/> PARTNERSHIP      <input type="checkbox"/> LLP  <input type="checkbox"/> CORPORATION  <input type="checkbox"/> LTD PARTNERSHIP  <input type="checkbox"/> ASSOCIATION  <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;"><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)  <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)  <input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE  <small>(BOTH BAR &amp; PACKAGE STORE)</small></p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE  <input type="checkbox"/> RESORT LIQUOR LICENSE  <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB  <input type="checkbox"/> FRATERNAL CLUB  <input type="checkbox"/> GOLF CLUB  <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY  <input type="checkbox"/> WINERY  <input type="checkbox"/> DISTILLERY SATELLITE  <input type="checkbox"/> WINERY SATELLITE  <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT</p> <p>BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>WHEN DO YOU OPERATE?</b></p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED  <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)  <input type="checkbox"/> SEASONAL/PART-TIME  <small>(specify months of operation)</small>                  from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)                  Sunday through Saturday</p> <p>HOURS OF OPERATION (e.g. 10a - 2a)  <i>Convenience store</i>                  Sun - Thursday 6:00AM - 11:00PM                  Fri - Sat 6:00AM - 10:00PM                  LIQUOR Sun 10:00AM - 9:00PM                  Mon - Thurs 6:00AM - 9:00PM                  Fri - Sat 6:00AM - 10:00PM</p>
---	---	--

**1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:**

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)  
8 Feet x 12 Feet on the West Side of Building (See Attached)

(b) If Winery or Microbrewery, also list the manufacturing facility. (e.g. MFG: 10' X 12' room in SW portion of bldg.)  
 MFG: N/A

(c) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:  
LEGAL - EAST BURLINGTON BLK 6 LOT 14-19 INCL \$20 EX TRI ZONING - M1

**2. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the building in which sales room is located?  YES (own)  
 (2) LEASE the building in which sales room is located?  YES (lease)

(A) DATE lease expires 12/12/2022 located on page 3 paragraph 7.2 of lease document.  
 (B) Provision for SALE of alcoholic or malt beverages located on page 6 paragraph 5.1 of lease.

**NOTE:** Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: N/A

5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
 If "YES", explain: N/A

6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: N/A**

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a)  YES  NO

**RESORT LICENSE: N/A**

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
  - (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
  - (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
  - (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

**MICROBREWERY LICENSE: N/A**

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division)  YES  NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division)  YES  NO

**WINERY LICENSE: N/A**

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY

**LIMITED RETAIL (CLUB) LICENSE: N/A**

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
  - (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE: N/A**

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO
  - (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE: N/A**

**15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE: N/A**

**16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

**17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii) N/A**  
Each individual or partner must complete this section.

**If the applicant is filing as a Club: N/A**  
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
See Attachment						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**OATH OR VERIFICATION**

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF IDAHO)

SS.

COUNTY OF Bonneville )

Before Me, Shawn D. Boyle, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

Bonneville County, State of Idaho, personally appeared

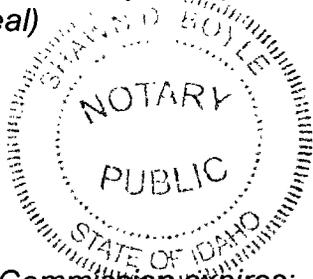
Logan Hall and Cole Hall

(Insert Names)

name he/she being first duly sworn

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. [Signature]  
2. [Signature]  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: 01/25/2019

Witness my hand and official seal:

S. D. Boyle

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 01/03/2017

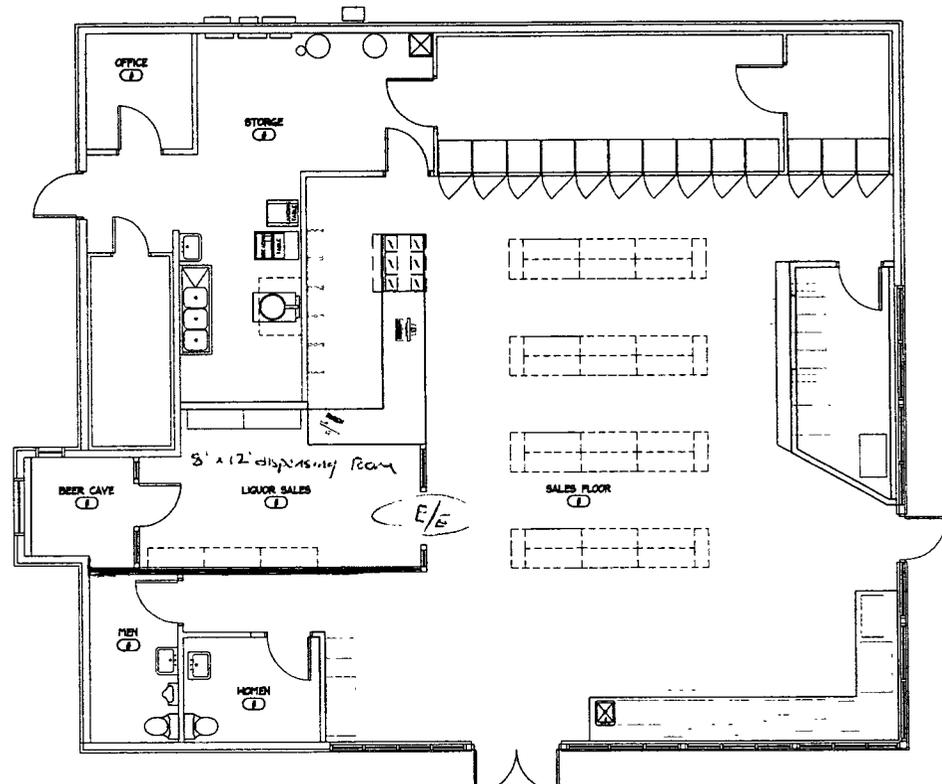
**REQUIRED ATTACHMENTS:**

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		



MAIN STORE  
ENTRANCE/EXIT

PROPOSED FLOOR PLAN  
SCALE: 1/8" = 1'-0"

E/E = ENTRANCE/EXIT

BEER CAVE = COLD VAULT FOR ALCOHOL  
AND WINE PRODUCTS

GOOD 2 GO  
CASPER 216

True and Correct Name	Date of Birth	Residence Address, Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brad Hall & Associates, Inc.						no	no
Brad H. Hall Andrea Hall						no	no
Logan Hall						no	no
Cole Hall						no	no
Jerrad Thompson						no	no

February 8, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager/Support Services Director *208*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Licensing Specialist *CM*

SUBJECT: Public Hearing for new Restaurant Liquor License No. 32 to Koto Casper, Inc., d.b.a Koto Restaurant, located at 5091 East 2<sup>nd</sup> Street.

Recommendation:

That Council, by minute action, authorize issuance of a new Restaurant Liquor License to Koto Casper, Inc., d.b.a Koto Restaurant, located at 5091 East 2<sup>nd</sup> Street.

Summary:

An application has been received for a new Restaurant Liquor License for Koto Casper, Inc., d.b.a Koto Restaurant, located at 5091 East 2<sup>nd</sup> Street.

This building is undergoing renovations and is tentatively scheduled to open at the end of March 2017. Upon approval, this license will be effective April 1, 2017 for the new liquor license period.

The conditions for holding a restaurant liquor license are:

- At a restaurant, at least sixty percent of gross sales must be derived from food services. The applicant shall satisfy the City Council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.
- Except for the sale of a full bottle of wine that is partially consumed on premise as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person or reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.

- Additionally, no restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Casper License & Permits  
Koto Casper, Inc  
d.b.a Koto Restaurant

★ PROPOSED  
RESTAURANT  
LIQUOR LICENSE

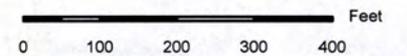
Map focus area (red box)



CITY OF CASPER  
200 N DAVID ST  
CASPER WY 82601



All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:		Formerly Held by _____	
Date Filed With Clerk: <u>01 11 2017</u>		Applicant: <u>Koto Casper Inc</u>	
Basic Fee:	Annual Fee <u>\$15000</u>	Trade Name (dba) <u>Koto Restaurant</u>	
Add'l Dispensing Room Fee:	\$ _____	Premise Address: <u>5091 E 2nd St</u>	
Transfer Fee:	\$ _____	Number & Street	
Total License Fee Collected:	\$ _____	<u>Casper</u>	<u>WY</u> <u>82609</u> <u>Natrona</u>
Publishing Fee Collected:	\$ _____	City	State Zip County
Publishing Direct Billed:	<input type="checkbox"/>	Mailing Address: <u>3320 Whispering Springs Rd</u>	
Advertising Dates (2 wks):	<u>2/8, 12, 19 + 26, 2017</u>	Number & Street or P O Box	
Hearing Date:	<u>03 10 2017</u>	<u>Casper</u>	<u>WY</u> <u>82604</u>
LICENSE TERM: <u>04 01 2017</u>	Month Day Year	City	State Zip
Through: <u>03 31 2018</u>	Month Day Year	Business Telephone Number ( <u>307</u> ) <u>797-5289</u>	
A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Rd. Cheyenne WY 82002-0110		E-Mail Address: <u>kotocasper@gmail.com</u>	
		<b>LICENSING AUTHORITY:</b> Begin publishing promptly. As W.S. 12-4-104(d) specifies: <b>NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.</b>	

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN</b> (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF Casper</p> <p><input checked="" type="checkbox"/> COUNTY OF Natrona</p> <p><b>FILING AS</b> (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL      <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP      <input type="checkbox"/> LLP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;"><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections</p> <p><b>WHEN DO YOU OPERATE?</b></p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g Mon through Sat) <u>Mon through Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>10am - 10pm</u></p>
---	---	---

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
- (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room. W.S. 12-4-102(a)(i)  
6' x 12' Room in SE Corner of BLDG
- (b) If Winery or Microbrewery, also list the manufacturing facility.(e.g. MFG. 10' X 12' room in SW portion of bldg.)  
MFG: \_\_\_\_\_
- (c) Do you have an additional dispensing room?  YES  NO If yes, provide description and location: \_\_\_\_\_
- (d) Provide the legal description and the zoning of the site where the applicant will conduct business:  
Lots 1,2 and 3, Blackmore addition No. 6 to the City of Casper, Natrona County, Wyoming
2. BUILDING OWNERSHIP: Does the applicant? W.S 12-4-103 (a) (iii)
- (1) OWN the building in which sales room is located?  YES (own)  
(2) LEASE the building in which sales room is located?  YES (lease) *Amenment*
- (A) DATE lease expires 03/31/2027 located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
(B) Provision for SALE of alcoholic or malt beverages located on page 4 paragraph 111 of lease.

**NOTE:** Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: \_\_\_\_\_
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
If "YES", explain: \_\_\_\_\_
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE:**

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a)  YES  NO

**RESORT LICENSE:**

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

**MICROBREWERY LICENSE:**

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type.  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  MICROBREWERY  WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a)  YES  NO  
(Requires additional licensing with the Liquor Division)
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division)  YES  NO

**WINERY LICENSE:**

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  MICROBREWERY  WINERY

**LIMITED RETAIL (CLUB) LICENSE:**

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A)
- (a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

**15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

**16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

**17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)**  
Each individual or partner must complete this section.

**If the applicant is filing as a Club:**  
Each officer must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		
				Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)**

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Mengjun Lin					100%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**OATH OR VERIFICATION**

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

SS.

COUNTY OF Natrona

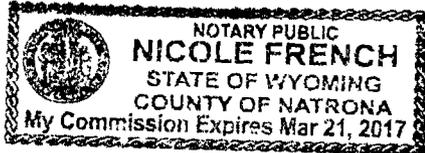
Before Me, Nicole French (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for  
Natrona County, State of Wyoming, personally appeared

Lin Meng Jun name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



1. Lin Meng Jun  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: Mar 21, 2017

Witness my hand and official seal:

Nicole French  
(Notary Public or other officer authorized to administer oaths)

Title Member Service Rep

Dated: 1/9/17

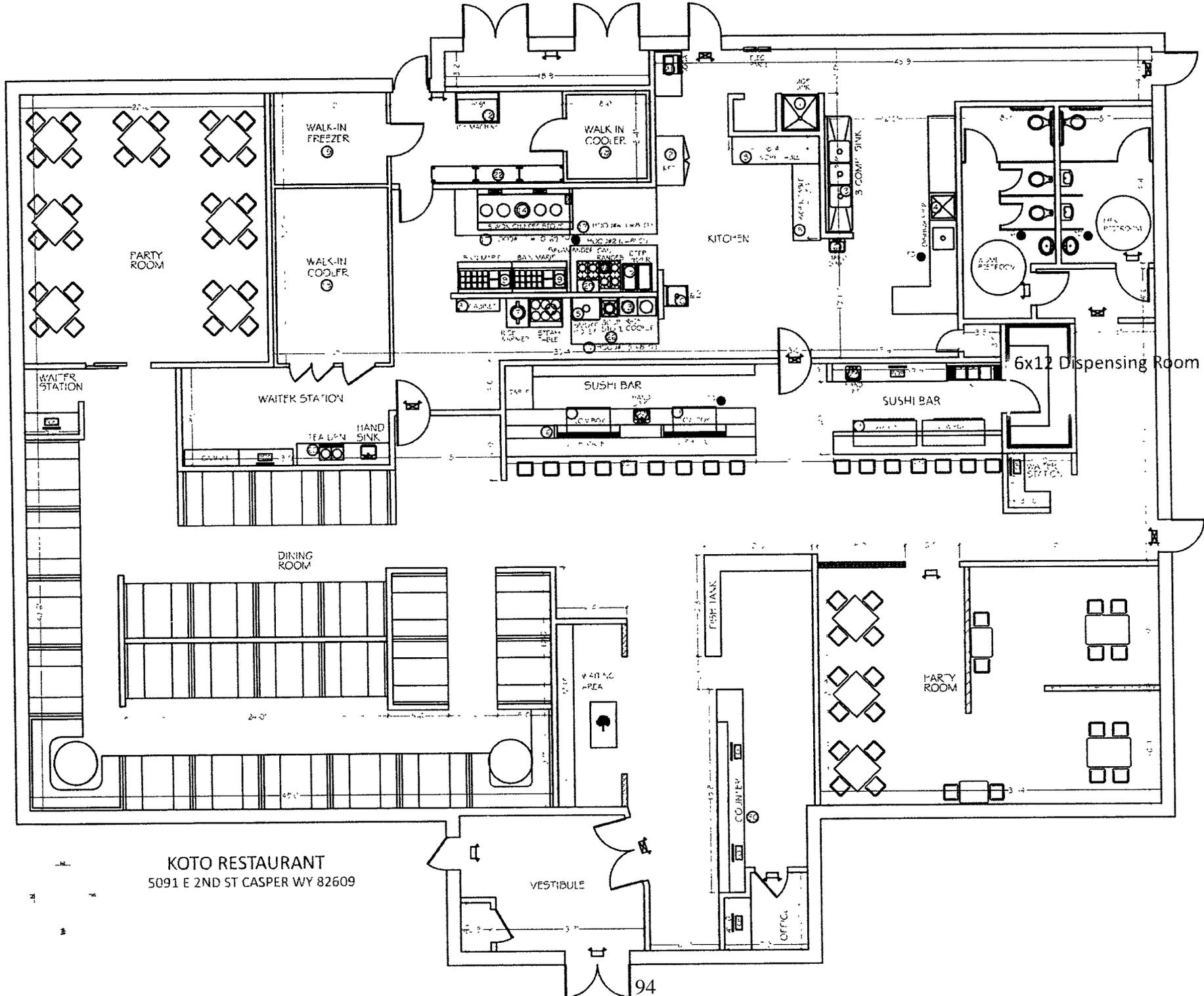
**REQUIRED ATTACHMENTS:**

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent		
Chief		
Acct		



KOTO RESTAURANT  
5091 E 2ND ST CASPER WY 82609

ORDINANCE NO. 3-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR THE WOLF CREEK NINE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to zone all of the above-described lots as R-4 (High Density Residential) or R-2 (One Unit Residential), as further described below; and,

WHEREAS, after a public hearing on January 19, 2017, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zoning should be approved, as described herein.

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

SECTION 1:

- Lots 1-17, Wolf Creek Nine Addition, shall be zoned R-4 (High Density Residential);
- All remaining lots in Wolf Creek Nine Addition shall be zoned R-2 (One Unit Residential).

SECTION 2:

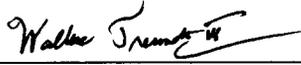
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 21<sup>st</sup> day of February, 2017.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

March 7, 2017

MEMO TO: Honorable Mayor Humphrey and City Council

FROM: V.H. McDonald, City Manager

SUBJECT: Termination of Memorandum of Understanding with CRU Casper, LLC dba Parkway Plaza Casper, Resort, Spa and Convention Center for the Development of a Privately Funded Conference Center

Recommendation:

That the City Council, by resolution, authorize the termination of the August 2, 2016, Memorandum of Understanding (MOU) with CRU Casper, LLC, dba Parkway Plaza Casper, Resort, Spa and Convention Center (Parkway) for the development of a privately funded conference center; not execute a Notice of Satisfactory Performance as specified under the terms of the MOU, and authorize the Mayor to sign a letter giving notice to the Parkway of the termination of the MOU.

Summary:

In August 2016, the City of Casper entered into an MOU with the Parkway related to the development of a privately funded conference center by the CRU Casper, LLC. The MOU consisted of three phases. Each phase stipulated certain obligations of the City and the Parkway. If both the City of Casper and the Parkway were satisfied with the completion of each other's obligations in the first two phases, efforts for the next phase were to be undertaken only after both parties executed a Notice of Satisfactory Performance (Notice).

Staff believes the Obligations of the Parkway contained in Phase I of the MOU were not met by the December 20, 2016, deadline. Therefore the City is under no obligation to issue a Notice. Staff is recommending that Council provide written confirmation to the Parkway that the Notice will not be executed, and that the MOU is to be terminated. Additionally, staff recommends that City Council authorize the Mayor to sign a letter terminating the MOU as provided for in Article II, Phase 1, Section 5.b. of the MOU.

A resolution is attached for Council's consideration.

**RESOLUTION NO. 17-29**

**RESOLUTION FOR THE TERMINATION OF THE  
MEMORANDUM OF UNDERSTANDING BETWEEN CRU CASPER,  
LLC, DBA PARKWAY PLAZA CASPER, RESORT, SPA AND  
CONVENTION CENTER AND THE CITY OF CASPER, WYOMING**

WHEREAS, the City of Casper ("City") entered into a Memorandum of Understanding (MOU) with CRU Casper, LLC, dba the Parkway Plaza Casper, Resort, Spa and Convention Center (Parkway) on August 2, 2016, for the improvements made by the Parkway to their property located at 123 West "E" Street, Casper, Wyoming, for a Convention Center and the infrastructure improvements to be made by the City; and,

WHEREAS, the MOU consisted of three phases. Each phase stipulated certain obligations of the City and the Parkway. If both parties were satisfied with the completion each other's obligations of each of the first two phases, efforts for the next phase were to be undertaken only after both parties executed a Notice of Satisfactory Performance (Notice); and,

WHEREAS, the parties specifically agreed that the City has the right to end its participation under this MOU for any reason, upon written notice from the City to the Parkway; and,

WHEREAS, the Parkway's obligations were not met by the December 20, 2016, deadline, and therefore the City will not issue a Notice of Satisfactory Performance as provided for in the MOU, Article II, Phase I, Section 5.b.; and,

WHEREAS, upon giving the Parkway written notice of termination, the MOU is terminated in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That notice is hereby given by the City of Casper, Wyoming, to CRU Casper, LLC, dba Parkway Plaza Casper, Resort, Spa and Convention Center of the termination of the Memorandum of Understanding entered into by and between said parties on August 2, 2016.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to send a certified copy of this Resolution to the Parkway Plaza Casper, Resort, Spa and Convention Center, along with written notice of the termination of the MOU.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be a stylized name, possibly "W. M. ...", written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

February 13, 2017

MEMO TO: V.H. McDonald, City Manager   
FROM: Tracey Belser, Assistant City Manager   
Jason C. Shellabarger, Fleet Maintenance Manager  
SUBJECT: Sale of Surplus Equipment

Recommendation:

That Council, by resolution, establish Tuesday, March 28, 2017, as the surplus equipment bid opening date and declare certain City-owned property as surplus, to authorize the sale of same to the highest responsible bidder.

Summary:

The City of Casper evaluates surplus property and equipment that is no longer needed for City operations on an annual basis by the Fleet Maintenance Manager. The items listed may be in good enough condition for some useful purpose to others. In accordance with Wyoming State Statute 15-1-112, the City must sell, through the sealed bid process to the highest bidder, for surplus property, and equipment valued above five hundred dollars (\$500.00).

Terms of the sale are: bids shall be submitted in a sealed envelope marked as "Sealed Bid Enclosed"; cash, certified or business check will be the method of payment; no warranty is expressed or implied – merchandise sold as is-where is. A **SAMPLE** of items to be sold is listed below. Not all items to be sold are listed in this sample.

LOT #13	Olympia Electric Ice Edger
LOT #6	Truck Bed Toolbox
LOT #16	Stainless Steel Kitchen Sinks
LOT #22	Snap-on Tire Balancing Machine

These samples, along with numerous other property and equipment will be sold per Wyoming State Statute 15-1-112. Attached is a complete listing of the items to be sold in this sealed bid process.

If approved, the Sealed Bid process will be held on Tuesday, March 28, 2017, at 2:00 p.m., at the Casper Service Center located at 1800 E. "K" Street, Casper, Wyoming. Viewing of the items will be open to the public March 22, 2017 from 8:00 a.m. to 4:00 p.m., March 23, 2017 from 8:00 a.m. to 4:00 p.m., March 24, 2017 from 8:00 a.m. to 4:00 p.m., and March 27, 2017 from 8:00 a.m. to 4:00 p.m.

A resolution has been prepared for Council's consideration.

# CITY OF CASPER 2017 SEALED BID LIST

**March 28, 2017, 2:00 p.m.**

**Terms of the sale are: Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, SURPLUS EQUIPMENT", and submitted to the downstairs Finance Office, City Hall, 200 North David, Casper, Wyoming, at or before the above stated time. cash, certified or business check will be the method of payment; no warranty is expressed or implied – merchandise sold as is-where is.**

LOT#	Quantity			
1	1		John Deere Lawnmowers w/3 bags	GX145BX037691
2	Misc		Cannon Copier C941, Brother Copier/Fax Mach , Bell &	
4	7		Milwaukee Tool Sets	
5	1		Snow Chains	
6	1		Truckbed Toolbox	
7	1		School Desks	
8	1		Server,Proliant DL 380	D346LJC1H445
	1		Server,Proliant DL 380	D346LJC2H446
	1		Server,Proliant DL 380 G5	USE723NAC4
	1		Server,Proliant ML 530	D346MFG5457A
	1		Server,Proliant DL 380 G5	USE709N24T
	1		Server,Proliant DL 380 G4	USE621N84Z
	1		Server, Cisco MCS7800	MOD5UJHC37
	1		Server,Cisco MCS7800	USE604N4KN
	1		Server, Cisco MCS7800	USE614N2K7
9	MISC		Lakos Brand- Liquid, Solids Separation Systems, Various	
10	2		Ornamental Trees	
11	1		3 Cash Registers, 2 Time Clocks	9A040949
12	PALLET		rental skates	
13	1		Olym pia Electric Edger Model Edger B	RC80605276
			8" Bench Grinder- Shop Force model 120V ac 3600 RPM ¼ hp motor	
14	1		hp motor	
15	SET		Old display cabinets from city hall lobby	
16	3		Stainless steel kitchen sinks w/ faucets	
17	5		4 Drawer filing cabinets	
19	1		Muffle Furnace Model 51894, 3500 Watts	848154
20	1		Plotter, Graphtec FCS100-130	
21	1		Coates Tire Machine	40-40s
22	1		Tire Balance Machine, Snap on	EEWB305A
23	1		Work station	
24	1		Wheel Dollie, HeinWerner	
25	1		RKI Side Box, 6ft black	RKI
26	1		4000 lb Air Jack	Gray PortaMatic
27	1		15 ton Air Jack	
28	1 Pallet		Durango Seats	Dodge
29	1		Tv w/Dvd player & VCR player and Stan, phillips tv	
30	1		Windsor Saber 17" floor scrubber Model sc17	1000135808
31	1		Tailgate	Ford f150
32	1		Planer 1/2" chuck, cast iron base, table tilts 45 degrees	
49	1	111175	2007 Chev Suburban 4x4	3GNGK26K77G279599
50	1	1997	Emergency One HP105 Aerial Platform Truck	4ENGABA88V1007646
51	1	1987	Emergency One 1500 GPM Engine	1F9PBA88H1037776
52	1	2008	46ft Tandem Gooseneck Trailer	1T9GN46248C793841
53	1		Commercial pick-up topper. Fits 2000 Ford Ext Cab	
54	1	2000	JD lawnmower 455	M00455D080388
55	1	2003	Golf Cart, EZ-GO Commander 2200	2147418
56	1	1999	Golf Cart, EZ-GO Workhorse	A61330
57	1	1994	Salter, tailgate	101877
	1	1994	Salter, tailgate	102000
58	1	1988	Olym pia Ice Resurfacer	RC8802434
59	6		Dog box	
60	1 set		Snow Making Equipment	Hedco STD-62
61	1		Camper Shell 6ft	Safari
62	1		Snowmobile, Polaris 600	Polaris 600
63	1 set		4 Wheeler andTrack Set	Artic Cat 700XT
64	1		Compost Turner, Brown Bear	Brown Bear
65	2		Side Tool Boxes	
66	1		Broom Attachment, John Deere	JD ser#M00246C110328
67	1		Champion Air Compressor 1987	Champion
68	1		Champion Air Compressor 1987	Champion
69	Pallets		Misc Tires	
70	60		6, 12, and 16 chanel signal conflict monitors	
71	2		Pallet of 12" traffic signal heads	
72	2 pallets		100 Watt MV Multi tap ballasts and lamps	
73	1		Target Super 35 Concrete Saw	
74	1 pallet		Miovision Traffic Data Collection Device (1)	
			Misc Traffic. ASC 2-2100 (2)	
			Misc Traffic- TS1 Loop Dector Cards (14)	
			Misc Traffic TSII Rack Power Supply's (24)	
75	17		Plastic Jersey Barriers	
76	1		Flashing arrow Board	
77	7		Cases of C9 Clear Xmas bulbs	
78	1 pallet		12in Plastic tunnel visors	
79	1 pallet		Ped Lead / egg crates	
80	1 pallet		Conflict Monitors (35) / Controllers (12)	
81	1	2010	Concrete Scarifier, 5mith FS350	3033
82	1			
			Delta Pickup Tool Box, Headache Rack, Strobes, Signal light	
83	1		Grinder Benches	
84	1	230052	2005 Passenger Bus, Int'l - needs rear differential	1HVBTAFM85H108272
85	1	230062	2008 Passenger Bus, Ford/Eldorado	1FDXE45S97DB32352
86	1	230057	2007 Passenger Bus, Ford/Eldorado	1FDXE45S46DB10161
87	1	230064	2008 Passenger Bus, Ford/Eldorado	1FD4E45S58DB23409
88	1	101140	2008 Ford Crown Vic	2FAHP71V58X124740
89	1	230068	2010 Chev Transit Bus/ Davey Coach	1GBJ5V1G09F413050
90	1	230071	2010 Chev Transit Bus/ Davey Coach	1GBJ5U1GX9F413086

RESOLUTION NO.17-30

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

WHEREAS, the City of Casper owns property divided into various lots for sale which are valued at greater than Five Hundred Dollars (\$500); and,

WHEREAS, Wyoming State Statute 15-1-112 provides that a City may transfer or sell property to other public agencies, or the public at large, upon such terms as the City Council determines; and,

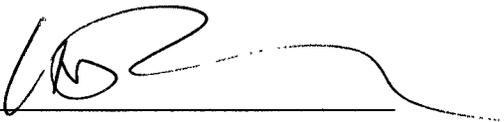
WHEREAS, the City of Casper desires to sell said property through the surplus property sale process.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The above separate lots are hereby declared surplus property and may be disposed of through the sealed bid sale process, to the qualified highest bidder and the opening date of the bids is established as Tuesday, March 28, 2017, at 2:00 p.m.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the sale of said surplus property.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017

APPROVED AS TO FORM:



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ATTEST:

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Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Humphrey  
Mayor

February 8, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with Hedquist Construction, Inc.  
"K" Street Improvements Phase I, Project No. 15-51.

Recommendation:

That Council, by resolution, authorize an agreement with Hedquist Construction, Inc., for the "K" Street Improvements Phase I, Project No. 15-51, in the amount of \$859,340. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$50,660, for a total project amount of \$910,000.

Summary:

On February 7, 2017, the City of Casper received five (5) bids for the "K" Street Improvements Phase I, Project No. 15-51. The bids received are as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
<b>Hedquist Construction, Inc.</b>	<b>Mills, Wyoming</b>	<b>\$ 859,340.00</b>
Treto Construction, LLC	Casper, Wyoming	\$1,042,416.00
Knife River	Casper, Wyoming	\$1,077,274.00
Grizzly Excavation & Construction, LLC	Casper, Wyoming	\$1,084,459.73
71 Construction, Inc.	Casper, Wyoming	\$1,181,231.00

The Engineer's estimate, prepared by WWC Engineering, was \$1,764,065.00.

"K" Street Phase I improvements include street realignment to create better pedestrian connectivity; a mill and overlay asphalt surface; replacement of cast iron water mains; installation of storm sewer catch basins; installation of traffic striping, stop bars, crosswalk bars and crosswalk signage; ADA accessible ramps at intersections throughout the project area; and miscellaneous repairs to sidewalk, curb and gutter, and curbwalk. Phase I construction is scheduled to be completed by September 29, 2017.

In January 2016, the City was awarded a Mineral Royalties Grant (MRG) by the Wyoming State Loans and Investments Board. The MRG will fund \$633,110 toward the construction of the "K" Street improvements. Stipulations of the MRG include completion of construction in phases and a 50% match in funds.

Funding will be from the MRG, Water Fund Reserves allocated in FY17 to water repairs, Sewer Fund Reserves allocated in FY16 to sanitary sewer repairs and Optional 1 Cent #15 Sales Tax funds allocated to Arterial and Collector Street Improvements.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Hedquist Construction, Inc., P.O. Box 1870, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along K Street.

WHEREAS, the Contractor is able and willing to provide those services specified as the K Street Improvements Phase I, Project No. 15-51.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the K Street Improvements Phase I, Project No. 15-51, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, WY, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 22, 2017 and ready for final payment in accordance with Article 14 of the General Conditions by September 29, 2017. Substantial Completion will be accepted once all water lines and valves are installed and in working order, storm sewer installed, sanitary sewer manholes replaced; surfacing is replaced and the project is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight or unattended by the contractor.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by

Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Hundred Fifty Nine Thousand Three Hundred Forty and 00/100 Dollars (\$859,340.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid (Bid Items 1 through 47) contained in the Bid Form, and Itemized Base Bid Schedule and Itemized Bid Schedule number, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-6 of the Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4, inclusive) and the itemized Bid Schedule (BS-1 through BS-6, inclusive).
- 8.4 Addenda Number. One (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.
- 8.10 Special Provisions consisting of eight (8) Sections and forty-two (42) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**K STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**--THIS SECTION INTENTIONALLY LEFT BLANK TO PAGE SFA-6--**

APPROVED AS TO FORM:(K STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51)

*Walker Tremble*

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
          Tracey L. Belser  
Title: \_\_\_\_\_  
          City Clerk

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_  
          Kenyne Humphrey  
Title: \_\_\_\_\_  
          Mayor



C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL COMBINED BID, IN NUMERALS: \$ 859,340.00

TOTAL COMBINED BID, IN WORDS: EIGHT HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED FORTY AND ZERO CENTS DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Hedquist Construction, Inc.

PO Box 1870

Mills WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 7, 2017.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

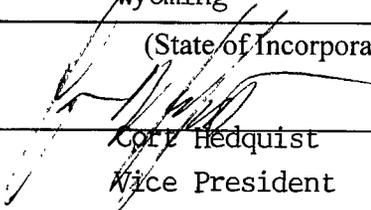
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Hedquist Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)  
Cory Hedquist  
Vice President  
(Title)

(Seal)

Attest:   
Shawna Halasz, Recording Secretary

Business Address: Hedquist Construction, Inc.  
PO Box: 1870  
Mills WY 82644

Phone Number: 307 237-8543

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ITEMIZED BID SCHEDULE BASE  
K STREET IMPROVEMENTS PHASE 1  
PROJECT NO. 15-51  
January 6, 2017

Bid Schedule: K STREET IMPROVEMENTS PHASE 1

FT = LINEAL FOOT    SY = SQUARE YARD    CY = CUBIC YARD    EA = EACH    LS = LUMP SUM    CF = CUBIC FOOT    SF = SQUARE FOOT

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>TWENTY-FIVE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	25000 <sup>00</sup>	25000 <sup>00</sup>
2	1	LS	Traffic Control for <u>TWENTY-FIVE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	25000 <sup>00</sup>	25000 <sup>00</sup>
3	1	LS	Force Account for <u>TEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.		
				\$10,000.00	\$10,000.00
4	1	LS	Removal of Obstructions for <u>TEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	10000 <sup>00</sup>	10000 <sup>00</sup>
5	4540	FT	Removal of Curb and Gutter for <u>THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	3 <sup>00</sup>	13620 <sup>00</sup>
6	1750	SY	Removal of Concrete Flatwork for <u>THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	3 <sup>00</sup>	5250 <sup>00</sup>
7	3260	CY	Unclassified Excavation for <u>FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	5 <sup>00</sup>	16300 <sup>00</sup>
8	2480	SY	Mill and 2" Hot Plant Mix Overlay for <u>FIFTEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	15 <sup>00</sup>	37200 <sup>00</sup>

Bid Schedule (CONT'): K STREET IMPROVEMENTS PHASE 1

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	6100	SY	F&J 5" Hot Plant Mix and 6" Grading "W" Base Course for <u>TWENTY-NINE</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.	29 <sup>50</sup>	179950 <sup>00</sup>
10	4530	FT	F&J Curb and Gutter Type B & Base Course for <u>TWENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	20 <sup>00</sup>	90600 <sup>00</sup>
11	1790	SY	F&J Concrete Sidewalk & Base Course for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	50 <sup>00</sup>	89500 <sup>00</sup>
12	360	SY	F&J Walkway Connection & Slope Paving for <u>SEVENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	75 <sup>00</sup>	27000 <sup>00</sup>
13	460	SY	F&J Concrete Approach for <u>ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	100 <sup>00</sup>	46000 <sup>00</sup>
14	22	SY	F&J Concrete Valley Pan for <u>ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	100 <sup>00</sup>	2200 <sup>00</sup>
15	30	SY	F&J Curb Ramp Type I for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	50 <sup>00</sup>	1500 <sup>00</sup>
16	350	SY	F&J Curb Ramp Type III for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	50 <sup>00</sup>	17500 <sup>00</sup>
17	19	EA	F&J Sign Post for <u>THREE HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	350 <sup>00</sup>	6650 <sup>00</sup>

Bid Schedule (CONT'): K STREET IMPROVEMENTS PHASE 1

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	22	EA	F&I No Parking Sign & Post for <u>FOUR HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	400 <sup>00</sup>	8800 <sup>00</sup>
19	10	EA	F&I Catch Basin for <u>TWENTY-FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2500 <sup>00</sup>	25000 <sup>00</sup>
20	4	EA	Catch Basin Modification for <u>TWENTY-FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2500 <sup>00</sup>	10000 <sup>00</sup>
21	3	EA	R&R Storm Sewer Manhole for <u>FIVE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	5000 <sup>00</sup>	15000 <sup>00</sup>
22	8	FT	F&I 48" Reinforced Concrete Pipe (RCP) for <u>TWO HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	250 <sup>00</sup>	2000 <sup>00</sup>
23	240	FT	Remove 24" Corrugated Metal Pipe (CMP) for <u>ONE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	1 <sup>00</sup>	240 <sup>00</sup>
24	2	EA	R&R Sanitary Sewer Manhole for <u>FOUR THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	4000 <sup>00</sup>	8000 <sup>00</sup>
25	540	FT	F&I 15" SDR-35 PVC Pipe for <u>TWENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	25 <sup>00</sup>	13500 <sup>00</sup>
26	90	FT	F&I 6" SDR-35 PVC Pipe for <u>FIFTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	55 <sup>00</sup>	4950 <sup>00</sup>

Bid Schedule (CONT'): K STREET IMPROVEMENTS PHASE 1

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
27	1	EA	Remove Existing Manhole for <u>FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	500 <sup>00</sup> -	500 <sup>00</sup> -
28	1	EA	Connect to Existing Manhole for <u>ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1000 <sup>00</sup> -	1000 <sup>00</sup> -
29	4	EA	F&I 8" Gate Valve for <u>TWO THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2000 <sup>00</sup> -	8000 <sup>00</sup> -
30	1	EA	F&I 8"x8" Cross for <u>FIFTEEN HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1500 <sup>00</sup> -	1500 <sup>00</sup> -
31	2	EA	F&I 8" Fittings for <u>ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) each.	1000 <sup>00</sup> -	2000 <sup>00</sup> -
32	380	FT	F&I 8" D.I. Water Main for <u>TWENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	25 <sup>00</sup> -	9500 <sup>00</sup> -
33	1	EA	F&I Fire Hydrant Assembly for <u>TEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	10000 <sup>00</sup> -	10000 <sup>00</sup> -
34	4	EA	Connect to Existing Pipeline for <u>TWO THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2000 <sup>00</sup> -	8000 <sup>00</sup> -
35	1	EA	F&I Magnesium Anode Bed for <u>FIFTEEN HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1500 <sup>00</sup> -	1500 <sup>00</sup> -

Bid Schedule (CONT'): K STREET IMPROVEMENTS PHASE 1

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
36	2	EA	F&I Cathodic Protection Test Station for <u>TWO HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	250 <sup>00</sup>	500 <sup>00</sup>
37	260	CY	F&I Select Backfill for <u>ONE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	1 <sup>00</sup>	260 <sup>00</sup>
38	25	CY	F&I Flowable Backfill for <u>ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	100 <sup>00</sup>	2500 <sup>00</sup>
39	40	CY	F&I Structural Fill for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	50 <sup>00</sup>	2000 <sup>00</sup>
40	38	EA	Utility Adjustment for <u>FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	500 <sup>00</sup>	19000 <sup>00</sup>
41	1	LS	Erosion and Sedimentation Control for <u>FIVE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	5000 <sup>00</sup>	5000 <sup>00</sup>
42	1	LS	Electrical Work for <u>SIXTY-TWO THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	62000 <sup>00</sup>	62000 <sup>00</sup>
43	1	LS	Project Signs for <u>ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	1000 <sup>00</sup>	1000 <sup>00</sup>
44	256	FT	F&I 18" Reinforced Concrete Pipe (RCP) for <u>FORTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	45 <sup>00</sup>	11520 <sup>00</sup>

Bid Schedule (CONT'): K STREET IMPROVEMENTS PHASE 1

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
45	68	FT	F&I 24" Reinforced Concrete Pipe (RCP) for <u>ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	100 <sup>00</sup>	6800 <sup>00</sup>
46	40	FT	F&I 30" Reinforced Concrete Pipe (RCP) for <u>ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	100 <sup>00</sup>	4000 <sup>00</sup>
47	240	FT	F&I 24" Reinforced Concrete Pipe (RCP) St. John to Kimball for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	50 <sup>00</sup>	12000 <sup>00</sup>
TOTAL BASE BID (Addition of Totals from Items 1-47)				\$ 859,340.00	

ITEMIZED BID SCHEDULE ALTERNATE 1  
K STREET IMPROVEMENTS PHASE 1  
PROJECT NO. 15-51  
January 6, 2017

Bid Schedule Alternate 1: K STREET IMPROVEMENTS PHASE 1

FT = LINEAL FOOT	SY = SQUARE YARD	CY = CUBIC YARD	EA = EACH	LS = LUMP SUM	CF = CUBIC FOOT	SF = SQUARE FOOT
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE	
48	256	FT	F&I 18" Corrugated HDPE Pipe for <u>Forty</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	40 <sup>00</sup>	10240 <sup>00</sup>	
49	68	FT	F&I 24" Corrugated HDPE Pipe for <u>NINETY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	95 <sup>00</sup>	6460 <sup>00</sup>	
50	40	FT	F&I 30" Corrugated HDPE Pipe for <u>NINETY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	95 <sup>00</sup>	3800 <sup>00</sup>	
51	240	FT	F&I 24" Corrugated HDPE Pipe St. John to Kimball for <u>Forty-Five</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	45 <sup>00</sup>	10800 <sup>00</sup>	
TOTAL ALTERNATE BID 1(Addition of Totals from Items 48-51)				\$ 31,300 <sup>00</sup>		

**RESOLUTION NO.17-31**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH HEDQUIST CONSTRUCTION, INC., FOR THE “K” STREET IMPROVEMENTS PHASE I, PROJECT NO. 15-51.**

WHEREAS, the City of Casper desires to construct Phase I infrastructure and street improvements on “K” Street from North Center Street to North Grant Street; and,

WHEREAS, Hedquist Construction, Inc., is able and willing to provide those services specified as the “K” Street Improvements Phase I, Project No. 15-51; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Hedquist Construction, Inc., for those services, in the amount of Eight Hundred Fifty-Nine Thousand Three Hundred Forty and 00/100 Dollars (\$859,340.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eight Hundred Fifty-Nine Thousand Three Hundred Forty and 00/100 Dollars (\$859,340.00), and Fifty Thousand Six Hundred Sixty and 00/100 Dollars (\$50,660.00) for a construction contingency account, for a total project amount of Nine Hundred Ten Thousand and 00/100 Dollars (\$910,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

("K" Street Improvements Phase I, Project No. 15-51)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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**Tracey L. Belsor**  
City Clerk

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**Kenyne Humphrey**  
Mayor

February 21, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Cynthia Langston, Solid Waste Manager  
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with Treto Construction, LLC, for the Special Waste Facility Parking Lot Expansion, Project No. 16-038

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC, for the Special Waste Facility Parking Lot Expansion, Project No. 16-038, in the amount of \$34,380.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,420.00, for a total project amount of \$37,800.00.

Summary:

On Tuesday, February 21, 2017, six (6) bids were received for the Special Waste Facility Parking Lot Expansion, Project No. 16-038. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$34,380.00</b>
ISCO	Mills, Wyoming	\$34,447.00
Grizzly Excavating & Const.	Casper, Wyoming	\$36,460.00
71 Construction	Casper, Wyoming	\$40,240.71
Knife River	Casper, Wyoming	\$43,119.00
Wayne Coleman Construction	Mills, Wyoming	\$44,307.00

The Special Waste Facility Parking Lot Expansion Project will expand the existing asphalt parking lot to the south, and will remove and replace concrete curb and gutter at the Special Waste Facility. The existing parking lot is small, and many patrons and staff have to park along the curb when utilizing the facility. Work is scheduled to be completed by June 23, 2017. The estimate prepared by the City Engineering Division was \$73,000.00.

The low bid from Treto Construction, LLC, was \$34,380.00. Adding a construction contingency amount of \$3,420.00 brings the total contract amount to \$37,800.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

Funding for this project will be from budgeted Balefill Fund Reserves.

The Agreement and resolution are prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Treto Construction, LLC, 1316 South Melrose Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to expand the asphalt parking lot for the Special Waste Facility; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Special Waste Facility Parking Lot Expansion, Project No. 16-038.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Special Waste Facility Parking Lot Expansion, Project No. 16-038, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **June 23, 2017** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **June 30, 2017**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in

paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Thirty-Four Thousand Three Hundred Eighty Dollars (\$34,380.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of eight (8) sections.
- 8.11 Division 02 - Site Construction, consisting of one (1) section.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings consisting of five (5) drawing sheets, with each sheet bearing the following general title:

**Special Waste Facility Parking Lot Expansion, Project No. 16-038**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. 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.

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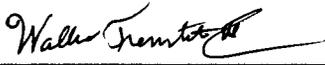
ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CONTRACTOR:

Treto Construction, LLC

WITNESS:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Tracey L. Belser

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
**Special Waste Facility Parking Lot Expansion**  
**Project No. 16-038**

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 23, 2017** and completed and ready for final payment not later than **June 30, 2017** in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>01</u>	Dated <u>02/16/17</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 34,380.00

TOTAL BASE BID, IN WORDS: Thirty Four thousand three hundred eighty and zero cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
1316 S. Melrose St.  
Casper, WY. 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 21, 2017, 2017.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)  
\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto *German G Treto* (seal)  
Managing Member  
(Title)

(Seal)  
Attest: *German G Treto*

Business Address: 1316 S. Melrose St.  
Casper, WY, 82601

Phone Number: 307-237-8836

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT "B"**  
**BID SCHEDULE**  
**Special Waste Facility Parking Lot Expansion**  
**PROJECT NO. 16-038**  
**February 14, 2017**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specification are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Lineat Feet      F&I = Furnish and Install  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$ 3,000.00	\$ 3,000.00
2	F&I Temporary Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00
3	Removal of Existing Surfacing	SY	250	\$ 9.00	\$ 2,250.00
4	F&I Asphalt Pavement Section (4" Pavement/8" Base)	SY	250	\$ 45.00	\$ 11,250.00
5	F&I Concrete Curb & Gutter	LF	200	\$ 18.00	\$ 3,600.00
6	F&I Concrete Valley Gutter (6' Wide)	SF	720	\$ 6.00	\$ 4,320.00
7	R&R Concrete Approach (6' Wide)	SF	120	\$ 10.50	\$ 1,260.00
8	F&I 4" Wide White Striping	LS	1	\$ 500.00	\$ 500.00
9	R&R 6' Chain Link Perimeter Fence	LF	140	\$ 30.00	\$ 4,200.00
<b>TOTAL BASE BID</b>					<b>\$ 34,380.00</b>

● **BID IN WORDS:**

Thirty Four thousand three hundred eighty and zero cents

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This bid submitted by: Treto Construction, LLC  
 (Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

Special Waste Facility Parking Lot Expansion  
PROJECT NO. 16-038

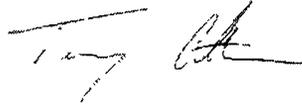
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 16, 2017

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Treto Construction, LLC  
Firm

Garman L. TRESTO  
By: Signature

Managing Member  
Title

02/16/17  
Date Received

**RESOLUTION NO. 17-32**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE SPECIAL WASTE FACILITY PARKING LOT EXPANSION, PROJECT NO. 16-038.**

WHEREAS, the City of Casper desires to expand the asphalt parking lot for the Special Waste Facility; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as Special Waste Facility Parking Lot Expansion, Project No. 16-038; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Three Thousand Four Hundred Twenty Dollars (\$3,420.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of Thirty-Four Thousand Three Hundred Eighty Dollars (\$34,380.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty-Four Thousand Three Hundred Eighty Dollars (\$34,380.00), and Three Thousand Four Hundred Twenty Dollars (\$3,420.00) for a construction contingency account, for a total project amount of Thirty-Seven Thousand Eight Hundred Dollars (\$37,800.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Three Thousand Four Hundred Twenty Dollars (\$3,420.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Special Waste Facility Parking Lot Expansion, Project No. 16-038)

*Wallace Tremblet*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Kenyne Humphrey  
Mayor

February 9, 2017

TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director   
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Professional Services Agreement with Recycling Industrial Repairs  
Repair Baler Gather Cylinders, Project No. 16-056.

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Recycling Industrial Repairs (RIR), for a total project cost in the amount not to exceed \$120,000, for the Baler Gather Cylinder Repairs Project No. 16-056.

Summary:

The City purchased balers in May 1984 to address and resolve a Notice of Violation and Cease and Desist Order from the Wyoming Department of Environmental Quality for the litter conditions associated with operation of the City landfill. The 1984 balers were replaced with Harris balers in 2010, and the Harris balers did not function properly after a few months of operations. Several attempts by Harris to resolve the baler issues were not successful until they were purchased by Avis Industrial Corporation in late 2013. The City and Harris/Avis signed an agreement on October 6, 2014 to have the baler problems resolved including programming problems, high pressure problems, and damaged cylinders. The work under the 2014 agreement was completed in July 2015, and Harris/Avis provided a 1-year warranty on the baler cylinders. All the baler problems were resolved with the exception of continuous failures of cylinder leak tests performed during the warranty period.

Several months ago, both balers at the Casper Regional Solid Waste Facility began experiencing a loss of pressure. Staff believed the pressure loss was due to Harris/Avis not properly repairing the baler cylinders and the failed cylinder leak tests. To determine the problem, staff had the gather cylinders inspected by a local company. The inspection of one of the cylinders revealed concentric scoring, similar to rifling in a gun barrel, and an area that was several thousandths of an inch larger than the diameter of the rest of the cylinder. The other gather cylinder had horizontal scoring in the cylinder barrel and Teflon seal, leakage around the center threads of the piston head, and a gap between the Teflon seal and piston head.

City staff met with the Council Solid Waste Advisory Committee members to recommend the gather cylinders on both balers be repaired/re-honed. The advisory committee members supported the recommendation to repair the baler gather cylinders and to hire an independent third party to verify the cylinders were repaired properly. This will be the last step to resolve the operational issues with the Harris balers.

Solid Waste staff contacted several baler cylinder repair companies and found there are very few cylinder repair shops in the United States that repair/re-hone cylinders the size of the City's baler gather

cylinders and even fewer that work with Teflon seals. The repair shops contacted that work on cylinders with Teflon seals will warranty the craftsmanship of their work, but they will not warranty the cylinder and Teflon seal function.

RIR is qualified to repair/re-hone the barrels in the City's baler gather cylinders and replace the damaged Teflon seals. City staff recommends awarding a contract to RIR to repair the baler cylinders, replace the Teflon seals and piston heads, and provide a one-year warranty on their work, for a total cost of \$120,000. A separate contract is being negotiated with a local company to verify that the cylinders are repaired in accordance with the specifications.

Project funding is from FY17 Balefill Fund Reserves.

The Professional Services Contract and resolution are prepared for Council's consideration.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Recykling Industrial Repairs, 50 W. Railroad Street, Milan, Georgia 31060 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

### RECITALS

- A. The City is undertaking a project to repair the baler gather cylinders.
- B. The project requires professional services for the repairs including honing the cylinder barrels to remove all scoring and variances in the bore; replacing the Teflon seals and piston head; and providing a 1-year warranty.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. Shipping Gather Cylinders to Contractor will be at the expense of the City.

The City shall ship both its north and south gather cylinder to Contractor’s manufacturing facility located at 10 West Street SE, Lindale, GA, 30147.

#### B. Remove Push Rod and Piston Head from Cylinder Tube

Contractor shall remove the push rod and piston head from the cylinder tube for both baler cylinders. The cylinder tube will then be placed on the honing machine and the honing machine shall be operated to remove all defects including scoring lines, scratches, abrasions, and bulging to ensure the tube diameter is consistent throughout the length of the bore.

#### C. Manufacture Piston Head and Teflon Seal

Contractor shall engineer and manufacture a new piston head. This piston head shall be built in accordance with standards that assure sealing and guiding performance under the parameters that this cylinder is designed to operate (5000 pounds per square inch, 40 inches per second, and 100-205 degrees Fahrenheit). The piston head shall have two (2) types of bearing material that shall stabilize the piston and rod assembly. It shall have a piston seal comprised of three (3) different materials that can withstand pressures up to 10,000 psi. The piston and its design are proprietary. The City may have someone present during the installation of the piston. This person must sign a confidentiality agreement and accept terms and conditions of the responsibilities included within the confidentiality agreement.

The contractor will not disclose any detail drawings or technical information during the process. Assembly drawings and replacement part numbers shall be provided for both cylinders to the City.

#### D. Assemble Repaired Cylinder Tube, New Piston Head, and New Seal

The new seal shall be assembled onto the new piston head and will be larger than the cylinder bore. The seal shall be turned on a lathe to size it to within 20 to 30 thousandths of an inch over the cylinder bore. The new piston head shall be assembled to the piston rod. Then the piston rod and seal shall be inserted into the cylinder tube and the new piston head and seal shall be press fit into the cylinder bore. Then the new brass bushings, rod seal and wiper shall be installed and the rear cylinder head cap shall be all assembled.

#### E. Bench Test Cylinder

A bench test of the repaired cylinder shall be performed and shall consist of pressure at 1000 psi being placed on the backside of the piston head and held for eight (8) hours while continuous monitoring of the front side of the piston is completed to ensure there is no pressure build up or change to verify no leakage past the seal. The City shall have a representative present during the bench test for both cylinder systems. A written report of the bench test results shall be provided to the City within 48 hours of the test.

#### F. Return Repaired Cylinder to City

The City shall be responsible for the cost of transportation of the repaired cylinder from Georgia back to the Casper's Solid Waste Facility. The City shall have a local cylinder shop bench test each cylinder to verify no leakage past the seal and shall provide the bench test results to the Contractor within 48 hours of the test.

#### G. Provide One (1) Year Warrantee

The City shall reinstall the repaired cylinder back into each baler, and perform and record an operational leak test, see Section 1. H. Gather Cylinder Leak Test Procedure. The City shall perform and record leak tests every 167 hours of operation and shall provide the results to Contractor with 24 hours of the test for a minimum of one (1) year after the repaired cylinder was shipped from RIR's facility.

Any failures of the leak test shall be reported to the Contractor within 24 hours of the test, and shall be accompanied by a written report of the circumstances of the claimed operational failure, see Exhibit A for details of the one (1) year warrantee.

#### H. Gather Cylinder Leak Test Procedure

The Contractor and City agree the cylinder leak test procedure that the City shall use during the one (1) year warrantee period is as follows.

Use a high pressure pump at a low volume setting of 15 gallons per minute at 4500 psi and lower it to 3500-4000 psi which would be 1V6 or 2V6. The baler shall be run for several hours to get the oil temperature up to at least 100 degrees Fahrenheit; this should also get the metal piping cylinder tubes up to 90-100 degrees Fahrenheit.

The data logging equipment needs to be connected to the front/rear of the gatherer cylinder and also have a laser connected to the gatherer ram to monitor the movement of the ram.

- i. The test needs to be performed while the baler makes a bale in automatic mode and then placed in manual mode before the bale is ejected.
- ii. Then manually forced on solenoid S4 with the PLC. Solenoid S4 valve controls the flow to the rear head of the gatherer cylinder and then manually forced on solenoid 1V6 on motor one or 2V6 on motor two respectively depending on which motor is running at the time. Both motors do not need to be running to perform the test.

- iii. Let the gather ram go forward against the bale and hold pressure for 58 seconds assuring that the bale is completely compressed and the gatherer ram is no longer moving.
- iv. Then manually forced on solenoid S1. Solenoid S1 is the valve that lets the oil on the front/rod end of the gatherer ram. By manually forcing on solenoid S1; it traps the oil in the front/rod end if any oil was leaking around the gatherer ram.
- v. Then monitor the pressure in the front end of the gatherer ram for up to one minute and the pressure on the front end should not rise. If it does rise, this shall be considered a failure and shall be reported to the Contractor and claimed as a warrantee failure.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of May, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twenty Thousand Dollars (\$120,000), see Exhibit B.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract, see Exhibit B. Fifty percent (50%) of payment is due within 30 days of receipt of the damaged cylinders by the Contractor, and the remaining 50% of payment is due within 30 days of the City receiving the repaired cylinders, a successful cylinder bench test performed by an independent third party, and two (2) successful operational cylinder leak tests conducted within a minimum of two (2) weeks apart to verify the repaired cylinders will not leak.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

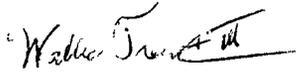
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

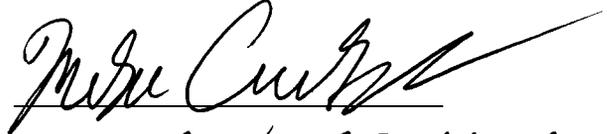
\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

CONTRACTOR  
Recykling Industrial Repairs

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

By: 

Printed Name: \_\_\_\_\_

Printed Name: MIKE CRUMLEY

Title: \_\_\_\_\_

Title: OWNER

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of

a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**EXHIBIT A**

**RECYKLING INDUSTRIAL REPAIRS, INC. (RIR)**  
50 W. Railroad Street  
Milan, GA 31060

**ONE (1) YEAR LIMITED WARRANTY  
FOR CITY OF CASPER, WY**

The Limited Warranty only applies to hydraulic cylinders repaired by RIR.

- A. Subject to the terms and conditions herein, RIR warrants hydraulic cylinders repaired by RIR for a period commencing the date the repaired cylinders are shipped to Casper and extending for a period of one (1) year or two thousand (2000) hours of operation whichever occurs first against operational failure solely to the extent caused by defective materials or workmanship, provided that (a) such failure occurs during use of the cylinder in conformance with the System not to exceed system pressure and (b) there has been no disassembly, modifications, alterations, damage, misuse, abuse, misapplication, contamination, maintenance or repair of the repaired cylinder. Warranty is conditioned upon customer (a) advising RIR in writing of the warranty claim within 24 hours of the alleged failure, (b) obtaining from RIR warranty and instructions from RIR regarding the repair or replacement of the cylinder, (c) providing RIR with a complete written report of the circumstances of the claimed operational failure of the cylinder, and (d) providing RIR reasonable time to investigate the claim.
  
- B. RIR's only obligation under this limited warranty shall be as follows. If RIR determines in its sole judgment, that an operational failure has occurred due to a cylinder repaired by RIR, the repaired cylinder was being used properly, and that operational failure was caused solely by defective materials or workmanship, RIR will, at its sole option, either provide labor to repair or replace the cylinder or authorize customer to repair or replace the cylinder, and no freight or shipping will be included in this warranty. The labor costs associated with the repair or replacement of the cylinder will be limited to the cost of two technicians at 10 hours each (total of 20 hours) at RIR's standard service labor rates. RIR may at its sole discretion, authorize additional warranty labor costs. Any additional warranty labor costs must be approved in writing prior to any work being performed.
  
- C. **THE FORGOING CONSTITUTES THE EXCLUSIVE REMEDY OF CUSTOMER AND THE EXCLUSIVE LIABILITY OF RIR – THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED.**

Recykling Industrial Repairs, Inc.  
50 W Railroad Street  
Milan, GA 31060  
mike.crumley@ririnc.com

# EXHIBIT B

## Cost Estimate



DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS*
Rebuild Gatherer Cylinders (cylinder dimensions of 16" x 12" x 149.5")	2	\$60,000.00	\$120,000.00

\*This price includes honing the cylinder tubes to remove all the scored lines and variances in the bore and replace the piston head and Teflon seal with a new one designed specifically for the Harris 1445 baler and also replacing the front seals, brass bushings and wipers with new ones. The rebuilt cylinders come with a 1-year limited warranty, see Exhibit A. This does not include any freight. Fifty percent (50%) of the total project costs are due within 30 days of RIR receiving the cylinders, and the remaining 50% of the project costs are due after installation of the rebuilt cylinders and two (2) successful operational pressure tests conducted a minimum of a 2-weeks apart verifying the rebuilt cylinder will not leak.

RESOLUTION NO. 17-33

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC.,  
FOR REPAIRING BALER GATHER CYLINDERS.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc., to repair two baler gather cylinders, Project No. 16-056; and,

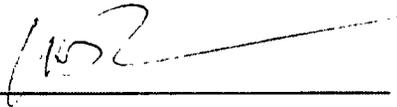
WHEREAS, Recykling Industrial Repairs, Inc., is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Contract for Professional Services with Recykling Industrial Repairs, Inc., for the services more specifically delineated in the Professional Services Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

February 10, 2017

MEMO TO: V. H. McDonald, City Manager 

FROM: Andrew Beamer, Public Services Director   
Cynthia Langston, Solid Waste Division Manager  
Alex Sveda, Associate Engineer

SUBJECT: Contract for Professional Services with Golder Associates, Inc.  
Balefill Post Closure Environmental Monitoring and Reporting, Project No. 17-006.

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Golder Associates, Inc., (Golder), in the not to exceed amount of \$53,323, for the Balefill Post Closure Environmental Monitoring and Reporting, Project No. 17-006.

Summary:

The Casper Regional Solid Waste Facility is required to perform water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit for the old closed landfill, and to meet the requirements for evaluating the effectiveness of closed balefill remedies in-place to reduce the environmental impacts to groundwater. The City of Casper received three (3) statements of qualifications regarding this work, and Golder was determined to be the most qualified and provided the lowest responsible proposal to complete the Annual Monitoring and Reporting for the Balefill Post Closure Permit.

Golder has been instrumental in negotiations with WDEQ/SHWD staff to reduce past monitoring costs. A meeting is planned in 2017 with WDEQ/SHWD staff to negotiate eligible operational funding for evaluating the effectiveness of the closure cap and gas system. Golder will use a local Wyoming subcontractor to sample the balefill ground water monitoring wells two (2) times per year for both water quality and methane gas concentrations, and will also arrange to have the samples delivered to a laboratory for analysis. The Scope of Work for this agreement includes monitoring methane and water levels in designated wells, collecting operational data from the newly constructed landfill gas system, performing quality assurance/quality control review of laboratory analysis results, performing statistical data analysis, and preparing semi-annual and annual reports in accordance with WDEQ regulations.

Monitoring at the Casper Regional Solid Waste Facility has been taking place since 1983. Data collected during this time frame has been compiled and submitted to the WDEQ/SHWD after each sampling event, and in an annual report at the end of each year. The old landfill was closed in 2009, and post-closure groundwater and methane monitoring are required for a minimum of thirty (30) years, to the year 2039. Staff recommends awarding Golder a contract related to the environmental monitoring for Casper Balefill Closure Permit #10.070 due to their knowledge of the site and the State of Wyoming's Landfill Remediation Program.

Funding will be provided from FY17 Balefill Fund Reserves and reimbursed up to 100% by the Wyoming Landfill Remediation Program.

The Contract for Professional Services and resolution are prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking certain activities necessary to meet requirements of the Wyoming Department of Environmental Quality (WDEQ) for ground water and methane monitoring and reporting, for the City of Casper Closed Balefill, Project No. 17-006.

B. The project requires professional services for post closure and remediation analyses and reporting.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the professional services in connection with and respecting the project as provided in Exhibits A and B.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 29<sup>th</sup> day of April, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Fifty-Three Thousand Three Hundred Twenty-Three Dollars (\$53,323).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract and the state of Wyoming's landfill remediation requirements, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:

Wallace Trust

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

WITNESS:

CONTRACTOR:  
Golder Associates, Inc.  
44 Union Boulevard, Suite 300  
Lakewood CO 80228

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Mark McQuinn

Printed Name: Mark McQuinn

Title: Principal

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Scope and limit of Insurance.*

Coverage shall be:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or equivalent form) covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of One Million Dollars (\$1,000,000) per occurrence; and Two Million Dollars (\$2,000,000) in the aggregate
2. Automobile Liability: Insurance Services Office Form Number CA 0001 (or equivalent form) covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits. Employers Liability: One Million Dollars (\$1,000,000) per incident.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit of One Million Dollars (\$1,000,000) per claim; and Two Million Dollars (\$2,000,000) in the aggregate.

C. INTENTIONALLY OMITTED.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers to the extent of the Contractor's negligence. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation on the CGL and Auto Liability policies. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions are the sole responsibility of the Contractor.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Unless otherwise approved by the City, Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, but not defend, the City and the City's employees and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, only to the extent directly resulting from negligence of the Contractor and any subcontractor thereof.
- F. To the extent permitted by law, the City and the Contractor agree that all liability arising directly or indirectly from this Contract or the Contractor's services shall expire no later than one (1) year from the date of the Contractor's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- G. The City agrees to limit the liability of the Contractor, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Contractor Group") to the City and its employees, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from the Contractor's acts, negligence, errors or omissions, such that

the total aggregate liability of the Contractor Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or Contractor's total fee for the services rendered under this Contract, whichever is greater.

H. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



February 7, 2017

Proposal No. P1773268

Ms. Cindie Langston  
 Public Services Department  
 City of Casper  
 200 N. David  
 Casper, WY 82601

**RE: PROPOSAL FOR CLOSED BALEFILL ENVIRONMENTAL MONITORING & REPORTING,  
 2017, CASPER BALEFILL, CASPER, WYOMING**

Dear Ms. Langston:

As recently requested by the City of Casper (City), Golder Associates Inc. and Peak GeoSolutions (Golder Team) have prepared this proposal to respond to your request for proposal for the subject project. Please find attached an Excel spreadsheet (Table 1) providing the 2017 annual costs for the proposed scope of services as outlined below.

## 1.0 SCOPE OF SERVICES

The Golder Team will perform the following professional services regarding the project:

### 1. General Requirements

- A. The project location is the closed Balefill at the City of Casper Regional Solid Waste Management Facility.
- B. The Golder Team shall provide two copies of all documents and work products in an electronic format compatible with the owner's software, and two bound hardcopies to the City. Maps and drawings shall be in AutoCAD format. Text shall be in Microsoft Word and/or Microsoft Excel. The Golder Team will provide up to three additional hardcopies of the reports to third parties as requested by the City. Reports for the Wyoming Department of Environmental Quality Solid and Hazardous Waste Division (WDEQ/SHWD) or other third parties shall be bound or left unbound, as appropriate or requested by the City. The Golder Team will coordinate all AutoCAD drawings provided in electronic format to be compatible with the City's software.
- C. The Golder Team will perform sample bottle ordering, sampling, and sample delivery on a semi-annual basis in accordance with a schedule approved by WDEQ and incorporated into the Facility Operating Permit, and provide the necessary documentation to the City within two weeks of the sampling event.
- D. The Golder Team will comply with the analysis and reporting requirements of the WDEQ/SHWD for groundwater and methane monitoring for landfills and provisions of the WDEQ/SHWD Permit for the Balefill.
- E. The Golder Team will perform sample collection for groundwater and methane monitoring as required by WDEQ/SHWD regulations and provide the analytical results to the City, as well as analyze the results and include them in the permit required reports.

\\prop2017\p1773268\p1773268 exhibit a - golder balefill monitoring 2017.docx

**Golder Associates Inc.**  
 44 Union Boulevard, Suite 300  
 Lakewood, CO 80228 USA  
 Tel. (303) 980-0540 Fax. (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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2. Semi-annual Groundwater Quality Reporting

- A. Laboratory analysis will be performed under a separate contract. The Golder Team will provide quality control (QC) review of laboratory reports for samples in accordance with the Balefill post-closure requirements identified in the Balefill Facility Permit and the WDEQ/SHWD Solid Waste Rules and Regulations. The schedule for services shall comply with the Groundwater and Methane Environmental Monitoring plan approved by WDEQ/SHWD, as it may be amended from time to time.
- B. The Golder Team will perform data reduction and statistical analyses for groundwater wells sampled, and submit the results to WDEQ/SHWD in semi-annual letter reports within 44 days from receipt of final data from the contract laboratory, and in accordance with the City's Balefill Operating Permit and WDEQ/SHWD Guideline Number 14. The sampling analyses shall be summarized in the annual report as required under this Agreement.
- C. The Golder Team will provide the semi-annual letter reports to include the contract laboratory reports and field documents from the Golder Team. The March and September semi-annual statistical analysis reports for the Balefill will include a brief description of the interwell statistical methods used, any statistically significant trends, and any identified statistically significant increases above baseline. The reports will present the inorganic results and any volatile organic compound detections for each event. The analytical lab reports and statistical limit charts will also be presented in the reports. The electronic data deliverable (EDD) will be provided on CD with each submittal. A brief summary of these items will also be presented in the annual report for the Balefill.
- D. The Golder Team will provide personnel to sample groundwater monitoring wells, as required by provisions of the WDEQ/SHWD permit for the Balefill. Other monitoring wells may be added to the list and wells may be excluded from sampling at the City's discretion for the same cost per well, as defined in Table 1 – Annual Cost Estimate.
- E. Upon receipt of the analytical data, the Golder Team will use qualified personnel, to perform the QC and statistical analyses tasks described in items 2A, 2B and 2C above.

3. Quarterly Water Level and Methane Monitoring Reporting

- A. The Golder Team will collect quarterly methane and water level data, and shall provide the results to the City. The Golder Team will provide QC review and prepare reports of the results for the WDEQ/SHWD and the City. If methane results indicate a methane level above WDEQ/SHWD's action level of 25% of the lower explosion limit (LEL) inside facility structures or 100% LEL at the facility boundary (this is a change from 25% LEL in the WDEQ regulations from 2016), the Golder Team will provide this information to the City and WDEQ/SHWD within 24 hours as required by WDEQ/SHWD rules and regulations.
- B. The Golder Team will provide a portable explosimeter and personnel to perform methane monitoring and collect groundwater levels from monitoring wells.
- C. When The Golder Team performs methane monitoring and collects groundwater levels as previously described, the Golder Team will arrange for separate QC review and report the results to the WDEQ/SHWD and the City within 30 days of the event.

4. Semi-annual Final Cover Inspection and Reporting

- A. To obtain information about erosion and settlement that may compromise the final cover system of the Balefill, the Golder Team will perform visual semi-annual inspections of the final cover. The results of the semi-annual inspections will be included in the annual WDEQ/SHWD report. If the final cover inspections for the facility identify problems which require maintenance or repair, these problems and associated

remedies will be reported within two hours of discovery to the City and will be discussed in the annual WDEQ/SHWD report.

5. Annual Maintenance of Monitoring Wells and Pumps

- A. Periodic maintenance of monitoring wells and sampling pumps is required to extend the life of the monitoring wells and to continue providing representative groundwater samples. The monitoring well network will be evaluated periodically to verify that the monitoring wells are functioning properly. The Golder Team will report any problems to the City in writing within one week of discovery.
- B. Annually, approximately 20% of the existing monitoring wells will be scheduled for maintenance on a rotational basis so that in approximately a five-year period all monitoring wells will have maintenance performed. This maintenance will consist of removing the pump and tubing, replacing the pump's bladder and tubing, if necessary, and checking that the connections are tight. If necessary, The Golder Team will remove silt from the bottom of the well, re-develop the well by manual surging, and pump the well with an electric submersible pump. The well cap and lock will be replaced if necessary, the pump components reconditioned or replaced, the well identification number re-etched and re-tagged if necessary, and the pump components reassembled.

6. Overview of Gas Collection and Control System Operating Data

- A. The Golder Team will obtain the pertinent data either from Golder's data acquisition work or from another contractor, or both, on the GCCS operations so that a cursory overview of the operations of the Gas Collection and Control System (GCCS) can be included in the Annual Report. This will include operating parameters such as average system flows and major gas concentrations, and include other primary operating parameters for the flare, including efficiency, down time, and a summary of other permit parameters as required by WDEQ/SHWD.

7. Meetings

- A. The Golder Team will coordinate and attend one meeting, via phone, with City and WDEQ/SHWD personnel to review the required content and format for the annual WDEQ/SHWD report.
- B. The Golder Team will attend one meeting at the Casper Regional Solid Waste Facility or WDEQ/SHWD office with City and WDEQ/SHWD personnel to delineate the requirements for reporting and analysis of the GW data to determine the effectiveness of the gas system.
- C. Costs have been provided for three meetings including the meeting described in 7A. Additional meetings will be attended at the request of the City, and the Golder Team will be compensated as described in Table 1.

8. Annual WDEQ/SHWD Reporting

- A. The Golder Team will prepare an annual report summarizing the groundwater quality, methane monitoring data, GCCS operating data and maintenance records, water level data, statistical analysis of groundwater data, and reference to the flare information in the annual air permit reports for submittal to WDEQ/SHWD. The report will present and discuss the data collected from January through December for each year for Items 1, 2, 3, 4, 5, and 6 listed above.
- B. The annual WDEQ/SHWD report will include a summary of sampling work done during the year, an outline of activities required by regulation or by the City, an analysis of the data and a list of activities recommended for the following year related to the

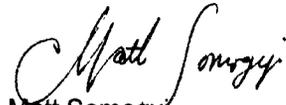
environmental monitoring systems, the Assessment of Corrective Measures (ACM), and the GCCS.

- C. The annual WDEQ/SHWD report shall also include all elements of an annual lifetime permit report that are applicable to a closed landfill and any topics requested by the City as predetermined in the December meeting.
- D. The Golder Team will provide one electronic report via e-mail to the City for review and comment. The Golder Team shall schedule a minimum of three weeks' time for City review and comment. Final reports shall be provided to the City as described in Item 1 above, by the last business day in March following the end of the reporting period.
- E. The Golder Team will summarize the semi-annual statistics results in the annual WDEQ/SHWD report.

We sincerely appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

**GOLDER ASSOCIATES INC.**

  
Matt Somogyi  
Project Manager

  
Mark McClain, PE  
Principal and Practice Leader

Attachment: Table 1 – Annual Cost Estimate-Calendar Year 2017  
MS/MEM/ds

**TABLE 1**  
**ANNUAL COST ESTIMATE-CALENDAR YEAR 2017**

**Exhibit B -- Annual Cost Estimate -- Calendar Year 2017**  
**Environmental Monitoring and Reporting for Casper Balefill**  
**City of Casper ; Golder Associates, Inc. (Golder) & Peak GeoSolutions**  
Feb-17

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL
<b>Task 1: Semi-Annual QA/QC Letter Report and Statistical Analysis Letter Report</b>						
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 190.00	1.00	\$ 380.00	
Golder Sr. Project Hydrogeologist: 30 hr/event x 2 event	60	HR	\$ 125.00	1.00	\$ 7,500.00	\$600 increase from 2016
Golder Clerical: 2 hr/event x 2 event	4	HR	\$ 65.00	1.00	\$ 260.00	
Office Service Fee (2.5% of Golder Labor)					\$ 203.50	\$600 decrease from 2016
<b>Subtotal</b>					<b>\$ 8,344</b>	
<b>Task 1A: Semi-Annual GW Levels, and GW Sampling at 13 GW MWs</b>						
Peak GeoSolutions Project Manager	6	HR	\$ 100.00	1.00	\$ 600.00	
Peak GeoSolutions Staff Engineer	100	HR	\$ 65.00	1.00	\$ 6,500.00	
Peak GeoSolutions Mileage	100	MI	\$ 0.54	1.00	\$ 54.00	
Sample Shipping	1	LS	\$ 1,000.00	1.00	\$ 1,000.00	
<b>Subtotal</b>					<b>\$ 8,154</b>	
<b>Task 2: Quarterly Water Levels (not included in Task 1A) and Methane Monitoring at 20 Methane Wells and Reporting</b>						
Golder Project Manager: 2 hr/event x 4 event	8	HR	\$ 190.00	1.00	\$ 1,520.00	
Golder Sr. Project Hydrogeologist: 4 hr/event x 4 event	16	HR	\$ 125.00	1.00	\$ 2,000.00	
Peak GeoSolutions Project Manager	6	HR	\$ 100.00	1.00	\$ 600.00	
Peak GeoSolutions Staff Engineer	56	HR	\$ 65.00	1.00	\$ 3,640.00	
Equipment (Landfill gas analyzer, including shipping) 4 events	1	LS	\$ 2,000.00	1.00	\$ 2,000.00	
Peak GeoSolutions Mileage 50 miles per event X 4 events	200	MI	\$ 0.54	1.00	\$ 108.00	
Office Service Fee (2.5% of Golder Labor)					\$ 88.00	
<b>Subtotal</b>					<b>\$ 9,956</b>	
<b>Task 3: Semi-Annual Final Cover Inspection and Reporting</b>						
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 190.00	1.00	\$ 380.00	
Peak GeoSolutions Project Manager: 2 hr/event x 2 event	4	HR	\$ 100.00	1.00	\$ 400.00	
Peak GeoSolutions Staff Engineer: 6 hr/event x 2 event	12	HR	\$ 65.00	1.00	\$ 780.00	
Peak GeoSolutions Mileage: 50 mi/event x 2 event	100	MI	\$ 0.54	1.00	\$ 54.00	
Office Service Fee (2.5% of Golder Labor)					\$ 9.50	
<b>Subtotal</b>					<b>\$ 1,624</b>	
<b>Task 4: Annual Maintenance of 3 Groundwater Monitoring Wells and Pumps (does not include methane wells)</b>						
Peak GeoSolutions Project Managers	4	HR	\$ 100.00	1.00	\$ 400.00	
Peak GeoSolutions Staff Engineer	12	HR	\$ 65.00	1.00	\$ 780.00	
<b>Subtotal</b>					<b>\$ 1,169</b>	
<b>Task 5: Meetings</b>						
Golder: 3 Annual Meetings: (See estimated cost / meeting table below)	3	EA	\$ 820.00	1.00	\$ 2,460.00	
<b>Subtotal</b>					<b>\$ 2,460</b>	
<b>Task 6: Annual WDEQ/SHWD Report</b>						
Golder Project Manager	10	HR	\$ 190.00	1.00	\$ 1,900.00	
Golder Sr. Project Hydrogeologist	60	HR	\$ 125.00	1.00	\$ 7,500.00	
Golder Drafting	4	HR	\$ 90.00	1.00	\$ 360.00	
Golder Clerical	2	HR	\$ 65.00	1.00	\$ 130.00	
Office Service Fees (2.5% of Golder Labor)					\$ 247.25	
<b>Subtotal</b>					<b>\$ 10,137</b>	
<b>Task 7: Obtaining GCCS Data for Annual Report</b>						
Golder Project Manager	8	HR	\$ 190.00	1.00	\$ 1,520.00	
Golder Senior Engineer	30	HR	\$ 150.00	1.00	\$ 4,500.00	
Golder Staff Engineer	30	HR	\$ 90.00	1.00	\$ 2,700.00	
<b>Subtotal</b>					<b>\$ 8,720</b>	
<b>Task 8: Meeting with the City and WDEQ, GW data review &amp; GCCS Effectiveness</b>						
Golder Project Manager (by phone)	4	HR	\$ 190.00	1.00	\$ 760.00	
Golder Sr. Project Hydrogeologist (in Casper)	16	HR	\$ 125.00	1.00	\$ 2,000.00	
<b>Subtotal</b>					<b>\$ 2,760</b>	
<b>TOTAL (in 2017 dollars):</b>					<b>\$ 53,323</b>	<b>\$ 53,323</b>
<b>Estimated Cost Per Meeting (input to Task 5 above)</b>						
Golder Project Manager - preparation time.	1.00	HR	\$ 190.00	1.00	\$ 190.00	
Golder Project Manager (by phone) - meeting time.	2.00	HR	\$ 190.00	1.00	\$ 380.00	
Golder Sr. Project Hydrogeologist (by phone) - meeting time	2.00	HR	\$ 125.00	1.00	\$ 250.00	
<b>Cost / Meeting:</b>					<b>\$ 820</b>	

**Notes:**

- Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., more wells added), the costs will increase.
- Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment, supplies, containers, ice, lab analysis & waste disposal.
- Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
- Costs for Task 4 assume Owner will provide all well and pump replacement parts.
- Costs are in 2017 dollars. If services extend beyond 2017, unit rates shall increase by 3% per year.

RESOLUTION NO.17-34

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR THE CLOSED BALEFILL POST CLOSURE ENVIRONMENTAL MONITORING AND REPORTING.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued a closure permit for the City of Casper closed balefill on November 18, 2008; and,

WHEREAS, the closure permit requires the City of Casper to monitor the ground water quality and methane emissions related to the closed balefill and groundwater remedies; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Golder Associates, Inc., to provide monitoring and reporting for the City of Casper closed balefill; and,

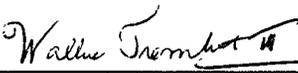
WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as Closed Balefill Environmental Monitoring and Reporting, Project No. 17-006.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Golder Associates, Inc., to provide professional consulting services for the Closed Balefill Environmental Monitoring and Reporting, Project No. 17-006, for the City of Casper Closed Balefill.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, with funds from the Balefill Cost Center in the amount of Fifty-Three Thousand Three Hundred Twenty-Three Dollars (\$53,323).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Tracey L. Belser  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

February 23, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Liz Becher, Assistant City Manager / Community Development Director   
Joy Clark, Community Development/CDBG Coordinator

SUBJECT: Loan Agreement with the Casper Housing Authority for the Purchase of the former Roosevelt High School to create permanent supportive housing for military veterans

Recommendation:

That Council, by resolution, approve a Loan Agreement with the Casper Housing Authority (CHA) for the provision of permanent supportive housing for military veterans within the City of Casper under the requirements of the United States Department of Housing and Urban Development.

Summary:

The Natrona County School District (NCSD) accepted the CHA's competitive bid of \$432,749.50 for the purchase of the former Roosevelt High School building and land in early January. The CHA presented a proposal to Council at the January 24, 2017 work session asking the City to loan them the funding for the purchase of the real property; the CHA will use their own funding sources to remodel the school into permanent supportive housing for military veterans. Council was supportive of the proposal and directed staff to determine the terms of the loan. Staff researched the current rates of 10-year (2.31-2.48%) and 30-year (2.95-3.09%) Treasury bonds, and proposed a 3.0% interest rate over a 15-year term. The City will maintain a first lien on the real property. The CHA was in agreement with these terms. A draft Loan Agreement and supporting documents were presented for Council's review at the February 28, 2017 work session. After that meeting, staff was directed to finalize the documents for approval. Funding for the loan would come from the City's Perpetual Care Fund, currently earning around 1.5% interest.

The Loan Agreement, Promissory Note, and Mortgage are prepared for Council's approval.

## LOAN AGREEMENT

This Loan Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of March, 2017, by and in between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as "City", and the Casper Housing Authority, 145 North Durbin, Casper, Wyoming, 82601, hereinafter referred to as "CHA." The City and the CHA collectively referred to herein as the "Parties."

### RECITALS

WHEREAS, The CHA was the successful bidder for the purchase of Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelson's Addition to the City of Casper, Natrona County, Wyoming (the "Real Property") for the total sum of \$432,749.50 following an auction sale thereof by the Natrona County School District No. 1; and,

WHEREAS, the actual closing on the sale of the Real Property is to occur on March 15, 2017, which closing is contingent upon the CHA obtaining the necessary funds for the purchase of the Real Property; and,

WHEREAS, the CHA is purchasing the Real Property for the provision of permanent supportive housing for military veterans within the City of Casper, Wyoming; and,

WHEREAS, the CHA has requested that the City provide it funding for the purchase of the Real Property; and,

WHEREAS, the City has agreed to loan the necessary funds to the CHA for the purchase of the Real Property pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration in the mutual promises agreements, and conditions contained herein, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated as if fully set forth as part of this Agreement.
2. **Purchase of the Real Property.** Subject to the terms of this Agreement, CHA agrees to purchase the Real Property for the total sum of \$432,749.50 at the closing thereof.
3. **The Loan.** Subject to the terms of conditions in this Agreement the City hereby agrees to loan (the "Loan") to the CHA the Principal Sum of FOUR HUNDRED THIRTY-TWO THOUSAND, SEVEN HUNDRED FORTY-NINE DOLLARS AND 50/100THS (\$432,749.50). The City agrees to pay this principal sum to the Natrona County School District No. 1 at the March 15, 2017 closing on the Real Property.

**PROVIDED HOWEVER**, the parties have agreed that the first payment of principal and interest under this Agreement shall not be due or payable to the City until May 1, 2017, and the

CHA agrees to pay to the City interest on the Principal Sum from March 15, 2017 to April 30, 2017 at the rate three percent (3.0%) simple interest. This interest sum shall be added to the above stated Principal Sum which shall become the "Principal Loan Sum" under this Agreement. The Principal Loan sum is calculated as follows:

$$\$432,749.50 \text{ (Principal Sum)} \times 3.0\% \text{ (interest rate)} = \$12,982.49 \text{ (annum interest)}$$

$$\$12,982.49 \text{ (annum interest)} \div 365 \text{ days/year} = \$35.57 \text{ (daily interest accrual)}$$

$$\$35.57 \text{ (daily interest accrual)} \times 45 \text{ days (from March 15 through April 30)} = \$1,600.65 \text{ (total interest due from the CHA to the City for the deferred payment of principal and interest)}$$

$$\begin{array}{r} \$432,749.50 \text{ (Principal Sum)} \\ + \ \$ \ 1,600.65 \text{ (interest due for deferred payment)} \\ \hline \$434,350.15 \text{ (Principal Loan Sum)} \end{array}$$

The CHA agrees to repay the Principal Loan Sum in the amount of FOUR HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY DOLLARS AND 15/100THS (\$434,350.15) to the City, or to its assigns or successors, together with interest thereon at the rate of THREE PERCENT (3.0%) per annum under the following terms and conditions:

The above stated Principal Loan Sum and the interest thereon shall be paid by the CHA to the City in monthly installments of TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$2,999.54) each for one hundred eighty (180) months commencing on May 1, 2017 and like installments due and payable on or before the same day of each month thereafter for said one hundred eighty (180) months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before April 1, 2032, all as set forth on the amortization schedule attached to the Promissory Note (Exhibit A).

CHA shall have the right to pay any portion or all of the unpaid principal balance due hereunder at any time without penalty on any of such monthly installment due dates. In the event a portion of the unpaid principal balance is paid, the foregoing amortized monthly payment shall be adjusted accordingly.

CHA agrees to pay said monthly installments as set forth above to the City at the following address, or such other address as the City shall direct the CHA in writing:

Casper City Clerk  
200 N. David  
Casper, WY 82601

CHA is hereby given a grace period of THIRTY (30) days from the date any installment payment is otherwise due herein to make said payment, and during said thirty (30) day grace period the CHA shall not be in default in the making of such payment.

4. **Purpose of Loan.** The loan proceeds shall be used by the CHA solely for the purchase of the Real Property.

5. **Closing.** This Loan shall be closed at such time at the time and place the CHA closes on the Real Property, which is currently scheduled for March 15, 2017 at 10:00 a.m. at the office of American Agency, 315 West 1<sup>st</sup> Street, Casper, Wyoming 82601.

6. **Promissory Note and Mortgage.** Upon closing the CHA agrees to execute and deliver to the City a Promissory Note in the form attached hereto as Exhibit "A" and a Mortgage securing the Promissory Note in the form attached hereto as Exhibit "B." Said Mortgage shall be a first lien on the Real Property. At no time shall the loan evidenced by this Agreement, the Promissory Note and Mortgage be subordinated to any other indebtedness without the prior consent of the City. The terms and conditions as stated in said Mortgage and Promissory Note are hereby incorporated herein at this point as if fully set forth. This Agreement, the Promissory Note, Mortgage, and all documents related thereto are referred to herein as the "Loan Documents").

7. **Restrictions on Real Property Use.** As a condition of this loan, the CHA shall own and refurbish the Real Property into rental units for individuals qualifying for permanent supportive housing for military veterans within the City of Casper, Wyoming under the requirements of the United States Department of Housing and Urban Development.

8. **Conditions precedent to Loan Closing.** The City's obligation to perform its duties under this Agreement, including without limitation, disbursement of any funds pursuant hereto shall be subject to the full and complete satisfaction of the following conditions precedent:

(a). The City shall have received fully executed copies of each of the following, each of which shall have been duly authorized, executed (and acknowledged where appropriate) and delivered by the parties thereto, and shall be in the form required by this Agreement, with such modifications as may be approved by the City, including, but not limited to this Agreement; CHA's Promissory Note and Mortgage as described above, and such other documents as the City may reasonably request; and

(b). Execution and delivery of a Warranty Deed from the Natrona County School District No. 1 to the CHA, free and clear of all liens and encumbrances except for easements, covenants, and reservations of record.

(d). CHA shall have provided the City with a mortgagee's title commitment committing a title company to insure the Loan in the sum of the total Principal Loan Sum and reflecting merchantable fee title in the CHA, from a title insurance company authorized to do business within the State of Wyoming, subject only to reservations, restrictions, general taxes for the year of closing, local improvement districts, building and zoning regulations, subdivision and

zoning laws, rights of ways and easements of record. The title commitment shall be delivered to the City at least twenty (20) days in advance of closing. If the title commitment discloses defects and encumbrances or exceptions to title not permitted by this Agreement, then, unless CHA shall cause such defects, encumbrances or exceptions to be removed from the commitment prior to closing, the City may terminate this Agreement or may jointly elect to take title as it then is. If the City does not elect to take title as it then is, this Agreement shall terminate. At closing or as soon as possible thereafter, CHA shall cause a mortgagee's title insurance policy to be delivered, in conformance with the mortgagee's title commitment a mortgagee's title policy to the City. At or before closing, CHA shall pay all costs associated with the issuance of the mortgagee's title commitment and policy, and any endorsements thereon.

10. **Further Action.** The CHA shall, at any time and from time to time upon request of City, take or cause to be taken any action, execute, acknowledge, deliver or record any further documents or other instruments as City is required to do or obtain as may be required by other federal, state, or county regulatory agencies pertaining to the terms and conditions of this Agreement.

11. **Default and Remedies.**

11.1: Events of Default: Upon the occurrence of any of the following events, the City shall have the right to declare a default under the Loan Documents for any of the following reasons:

(a) Any failure of the CHA to make a payment of principal or interest when due or within thirty (30) days thereafter.

(b) Any failure to make any other payment or deposit otherwise required by the Loan Documents or any related document thereto, that is not cured within ten (10) days following notice from the City to Obligor of CHA's failure to timely make any such payment or deposit.

(c) Any transfer or assignment of any right, title, or interest of the CHA in and to the Real Property without the specific written consent by the City.

(d) Any breach or nonperformance by CHA of any provision of the Loan Documents not otherwise included and set forth in Subsections (a) through (c) above that are not cured within thirty (30) days after notice to CHA of such breach or nonperformance, or such longer cure period as may be permitted under any other specific term of the Loan Documents. Provided, however, if such breach or nonperformance is susceptible to cure but cannot reasonably be cured within such cure period and CHA shall commence to cure such breach or nonperformance within such cure period and shall thereafter diligently and expeditiously proceed to cure the same; then such cure period shall be extended for such time as is reasonably necessary for CHA, in the exercise of due diligence, to cure such breach or nonperformance provided that the CHA shall inform the City in writing of the status of the cure at the expiration period of such cure period and every thirty (30) days thereafter.

11.2: Declaration of Event of Default: City's declaration of an event of default shall be made by written notice to CHA.

11.3: Remedies: Upon declaring an event of default, City may, in addition to any other remedies which the City may have under the Loan Documents, at its option without prior demand or notice may take any of the following actions:

- (i) Declare the Loan immediately due and payable in full, and accelerate all amounts due under the CHA's Promissory Note;
- (ii) Seek judicial appointment of a trustee;
- (iii) Exercise any right or remedy under the Loan Documents, including, but not limited to the foreclosure of the Mortgage.

PROVIDED HOWEVER, that the sole remedy for collection of the amount due shall be limited to the Real Property secured by the mortgage, including any rents or profits generated therefrom, by foreclosure or conveyance of the Real Property to the City in lieu of foreclosure, and the CHA shall not be liable for any deficiency after foreclosure or such conveyance of the Real Property.

11.4: Remedies not Exclusive: All remedies of the City provided for herein, the Loan Documents, and in any other related documents are cumulative and shall be in addition to any and all other rights and remedies as provided by law. The exercise of any right or remedy by City shall not in any way constitute a cure or waiver of default hereunder or under any other related document or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights under the Loan Documents, unless, in the exercise of said rights, the City realizes all amounts otherwise due and owing it under said documents.

11.5: No Default Prior to Declaration: No default or event of default shall exist under the Loan Documents until the same shall have been declared by the City; provided, the failure to declare, or delay in declaring a default hereunder shall not constitute a waiver of any rights or remedies or excuse any failure by CHA to strictly comply with its obligations under this the Loan Documents.

12. **Property Insurance.** CHA shall keep the improvements now existing or to be erected on the Real Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which the City requires insurance. This insurance shall be maintained in an amount which, at any time is not less than the fair market value of the Real Property, and said Real Property shall be so insured as provided herein until the CHA has paid all sums due the City under this Agreement and the promissory note.

CHA shall provide the City with a certificate(s) of insurance evidencing such insurance as outlined herein at the time of closing and annually thereafter. Such certificates shall provide the thirty (30) days advance written notice to the City of any cancellation, material change, reduction of coverage, or non-renewal, and shall list the City as an additional insured.

All insurance policies and renewals shall be acceptable to the City and shall include a standard mortgage clause insuring the City's interest in the Real Property as it shall appear. If the City requires, CHA shall promptly give to the City true and correct copies of all receipts of paid premiums and renewal notices. In the event of loss, CHA shall give prompt notice to the insurance carrier and the City. The City may make proof of loss if not made promptly by CHA.

### **13. Miscellaneous Agreements.**

13.1: No Waiver: No waiver of any noncompliance or breach by CHA hereunder shall be implied from any failure by City to take action on account of such noncompliance or breach, and no express waiver shall affect any breach or noncompliance other than as specified in the waiver. Any waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by City to, or of any act by CHA requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to, or of, any subsequent similar act.

13.2: Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the City, the CHA, their successors and assigns, and no other person or persons shall have any right of action hereunder. The terms hereof shall inure to the benefit of the successors and assigns of the parties hereto, provided however, that the CHA's interest in the Real Property or the Loan Documents cannot be assigned or otherwise transferred without the prior written consent of the City.

13.3: No Defense Based on City Regulatory Actions. CHA understands that (a) the operations of CHA in the use of the Real Property is subject to numerous laws, regulations, ordinances and permits, including those of the City and other governmental bodies relating to land use, environmental hazards, and other regulatory matters. CHA agrees that, notwithstanding any regulatory action or omission of the City affecting the CHA or affecting the use or development of the Real Property (whether or not such action or omission shall be determined to be consistent with applicable law in any proceeding), no defense, offset or reduction of liability shall be available to the CHA, at law or in equity.

13.4: Time. Time is of the essence of all provisions of the Loan Documents.

13.5 Entire Agreement; Amendments. This Agreement, the other Loan Documents, and the documents, laws and regulations incorporated by reference herein constitute the entire agreement of the parties hereto with respect to the Loan and supersede any prior agreements or understandings, written or oral, with respect to the Loan. The City and the CHA are not relying upon any promises, representations or understandings, written or oral, in entering into the Loan Documents, other than as expressly set forth in the Loan Documents. The obligations of the CHA under the Loan Documents are not conditioned upon, and shall not be affected by, any other agreement, understanding, performance or nonperformance by the City or any other party, and in any proceeding to enforce any of the CHA's obligations under the Loan Documents, it shall not be entitled to assert, by way of excuse, offset, counterclaim, grounds for equitable

relief, or otherwise, any actual or alleged action or inaction by or on behalf of the City except to the extent that any such action or inaction is expressly required of the City by, and is made a condition of CHA's obligation by, the Loan Documents. No amendment, modification, or termination of any provisions of this Agreement or of any of the Loan Documents shall in any event be effective unless the same shall be in writing and signed by a duly authorized agent of the City and by CHA, and no such writing shall be construed to modify, waive, or affect the terms of the Loan Documents except to the extent that such document expressly so provides.

13.6: Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.

13.7: Number and Gender. When the contexts in which the words are used in this agreement indicate that such is the intent, words in the singular number shall include the plural and vice-versa. References to any one gender shall also include the other gender if applicable under the circumstances.

13.8: Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.9: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, except to the extent federal law applies.

13.10: Survival. All agreements, representations and warranties made herein and in the CHA's promissory note and mortgage shall survive the execution and delivery of this Agreement and the Loan Documents and the making of the Loan hereunder and continue in full force and effect until the obligations of CHA hereunder and the indebtedness evidenced by the CHA's Promissory Note have been fully paid and satisfied, and thereafter to the extent provided in the Loan Documents, regardless of whether the CHA's Promissory Note is surrendered or marked as cancelled or paid in full.

13.11: Venue and Forum. In the event that any legal action should be filed by either party against the other, the venue and forum for such action shall be in a court of competent jurisdiction in Natrona County, Wyoming.

13.13: Attorney's Fees. In the event either party shall bring an action to enforce the terms and conditions of this Agreement, each party shall be responsible for their own attorney fees and costs.

13.13: Duplicate Originals; Counterparts. This Agreement may be executed in more than one copy, each copy of which shall constitute but one and the same agreement.

13.14: Construction. The Loan Documents are the product of negotiation between the parties and therefore shall not be construed strictly in favor of, or against, either party except as may be specifically provided in the Loan Documents with respect to particular provisions thereof.

13.15: Notices. Any notice, demand or request required under the Loan Documents shall be given in writing at the addresses set forth below by personal service, by facsimile transmission, or by first class mail. The addresses may be changed by notice to the other party given in the same manner as provided above. Notices personally served or sent by facsimile shall be effective when actually received during normal business hours, and otherwise on the following business day. If notice is given by mail, it shall be deemed received on the earlier of: (i) if by certified mail, the date of receipt as shown on the return receipt, or (ii) three (3) days after its deposit in the U.S. Mail.

If to the CHA: Casper Housing Authority  
145 North Durbin Street  
Casper, WY 82601

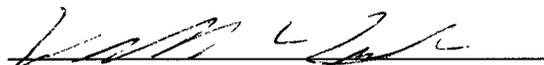
If to the City: City Manager  
City of Casper, Wyoming  
200 North David  
Casper, Wyoming 82601

13.16: Authority: Each person executing this Agreement hereby states that they have the requisite authority to sign this Agreement for an on behalf of their principals, and that they have the authority to bind each of said parties to each and every term and condition of this Agreement.

13.17: The City and the CHA do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

This Agreement between the parties shall be effective as of the date of the last signature of the parties as set forth below.

APPROVED AS TO FORM:

  
City Attorney



## PROMISSORY NOTE

The Casper Housing Authority, 145 North Durbin Street, Casper, Wyoming 82601, (the "CHA"), for value received, promises to pay to the order of The City of Casper, Wyoming, A Wyoming Municipal Corporation, City herein, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, (the "City"), or to its assigns or successors, the Principal Loan Sum in the amount of FOUR HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY DOLLARS AND 15/100THS (\$434,350.15), together with interest thereon at the rate of THREE PERCENT (3.0%) per annum under the following terms and conditions:

The above stated Principal Loan Sum and the interest thereon shall be paid by the CHA to the City in monthly installments of TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$2,999.54) each for one hundred eighty (180) months commencing on May 1, 2017, and like installments due and payable on or before the same day of each month thereafter for said one hundred eighty (180) months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before April 1, 2032, all as set forth on the amortization schedule attached hereto.

CHA shall have the right to pay any portion or all of the unpaid principal balance due hereunder at any time without penalty on any of such monthly installment due dates. In the event a portion of the unpaid principal balance is paid, the foregoing amortized monthly payment shall be adjusted accordingly.

CHA agrees to pay said monthly installments as set forth above to City at the following address, or such other address as City shall direct CHA in writing:

Casper City Clerk  
200 N. David  
Casper, WY 82601

CHA is hereby given a grace period of THIRTY (30) days from the date any installment payment is otherwise due herein to make said payment, and during said thirty (30) day grace period CHA shall not be in default in the making of such payment.

This Promissory Note is secured by a Mortgage of even date herewith, and is further subject to the terms and conditions of a Loan Agreement Between the City and the CHA dated March 7, 2017, the terms and conditions of said Mortgage and Loan Agreement being incorporated herein at this point as if fully set forth.

EXHIBIT "A"

The laws of the State of Wyoming shall govern, control, and bind in all matters arising under this note.

Dated this \_\_\_\_\_ day of March, 2017.

CASPER HOUSING AUTHORITY:

By: \_\_\_\_\_  
John Lichty  
Board Chairman of the Board  
of Commissioners of the  
Casper Housing Authority

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_ day of March, 2017 by John Lichty, as Board Chairman of the Board of Commissioners of the Casper Housing Authority.

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

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

**ENTER VALUES**

<i>Loan amount</i>	<b>\$434,350.15</b>
<i>Annual interest rate</i>	<b>3.00%</b>
<i>Loan period in years</i>	<b>15</b>
<i>Number of payments per year</i>	<b>12</b>
<i>Start date of loan</i>	<b>5/1/2017</b>
<i>Optional extra payments</i>	<b>\$0.00</b>

**LOAN SUMMARY**

<i>Scheduled payment</i>	<b>\$2,999.54</b>
<i>Scheduled number of payments</i>	<b>180</b>
<i>Actual number of payments</i>	<b>180</b>
<i>Total early payments</i>	<b>\$0.00</b>
<i>Total interest</i>	<b>\$105,567.48</b>

**LENDER NAME** City of Casper, Wyoming

<b>PMT NO</b>	<b>PAYMENT DATE</b>	<b>BEGINNING BALANCE</b>	<b>SCHEDULED PAYMENT</b>	<b>EXTRA PAYMENT</b>	<b>TOTAL PAYMENT</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>ENDING BALANCE</b>	<b>CUMULATIVE INTEREST</b>
1	5/1/2017	\$434,350.15	\$2,999.54	\$0.00	\$2,999.54	\$1,913.67	\$1,085.88	\$432,436.48	\$1,085.88
2	6/1/2017	\$432,436.48	\$2,999.54	\$0.00	\$2,999.54	\$1,918.45	\$1,081.09	\$430,518.03	\$2,166.97
3	7/1/2017	\$430,518.03	\$2,999.54	\$0.00	\$2,999.54	\$1,923.25	\$1,076.30	\$428,594.78	\$3,243.26
4	8/1/2017	\$428,594.78	\$2,999.54	\$0.00	\$2,999.54	\$1,928.06	\$1,071.49	\$426,666.73	\$4,314.75
5	9/1/2017	\$426,666.73	\$2,999.54	\$0.00	\$2,999.54	\$1,932.88	\$1,066.67	\$424,733.85	\$5,381.42
6	10/1/2017	\$424,733.85	\$2,999.54	\$0.00	\$2,999.54	\$1,937.71	\$1,061.83	\$422,796.15	\$6,443.25
7	11/1/2017	\$422,796.15	\$2,999.54	\$0.00	\$2,999.54	\$1,942.55	\$1,056.99	\$420,853.59	\$7,500.24
8	12/1/2017	\$420,853.59	\$2,999.54	\$0.00	\$2,999.54	\$1,947.41	\$1,052.13	\$418,906.19	\$8,552.37
9	1/1/2018	\$418,906.19	\$2,999.54	\$0.00	\$2,999.54	\$1,952.28	\$1,047.27	\$416,953.91	\$9,599.64
10	2/1/2018	\$416,953.91	\$2,999.54	\$0.00	\$2,999.54	\$1,957.16	\$1,042.38	\$414,996.75	\$10,642.02
11	3/1/2018	\$414,996.75	\$2,999.54	\$0.00	\$2,999.54	\$1,962.05	\$1,037.49	\$413,034.70	\$11,679.52
12	4/1/2018	\$413,034.70	\$2,999.54	\$0.00	\$2,999.54	\$1,966.96	\$1,032.59	\$411,067.74	\$12,712.10
13	5/1/2018	\$411,067.74	\$2,999.54	\$0.00	\$2,999.54	\$1,971.87	\$1,027.67	\$409,095.87	\$13,739.77
14	6/1/2018	\$409,095.87	\$2,999.54	\$0.00	\$2,999.54	\$1,976.80	\$1,022.74	\$407,119.07	\$14,762.51
15	7/1/2018	\$407,119.07	\$2,999.54	\$0.00	\$2,999.54	\$1,981.74	\$1,017.80	\$405,137.32	\$15,780.31
16	8/1/2018	\$405,137.32	\$2,999.54	\$0.00	\$2,999.54	\$1,986.70	\$1,012.84	\$403,150.63	\$16,793.15
17	9/1/2018	\$403,150.63	\$2,999.54	\$0.00	\$2,999.54	\$1,991.67	\$1,007.88	\$401,158.96	\$17,801.03
18	10/1/2018	\$401,158.96	\$2,999.54	\$0.00	\$2,999.54	\$1,996.64	\$1,002.90	\$399,162.31	\$18,803.93
19	11/1/2018	\$399,162.31	\$2,999.54	\$0.00	\$2,999.54	\$2,001.64	\$997.91	\$397,160.68	\$19,801.83
20	12/1/2018	\$397,160.68	\$2,999.54	\$0.00	\$2,999.54	\$2,006.64	\$992.90	\$395,154.04	\$20,794.73
21	1/1/2019	\$395,154.04	\$2,999.54	\$0.00	\$2,999.54	\$2,011.66	\$987.89	\$393,142.38	\$21,782.62
22	2/1/2019	\$393,142.38	\$2,999.54	\$0.00	\$2,999.54	\$2,016.69	\$982.86	\$391,125.69	\$22,765.48
23	3/1/2019	\$391,125.69	\$2,999.54	\$0.00	\$2,999.54	\$2,021.73	\$977.81	\$389,103.97	\$23,743.29
24	4/1/2019	\$389,103.97	\$2,999.54	\$0.00	\$2,999.54	\$2,026.78	\$972.76	\$387,077.18	\$24,716.05
25	5/1/2019	\$387,077.18	\$2,999.54	\$0.00	\$2,999.54	\$2,031.85	\$967.69	\$385,045.33	\$25,683.74
26	6/1/2019	\$385,045.33	\$2,999.54	\$0.00	\$2,999.54	\$2,036.93	\$962.61	\$383,008.40	\$26,646.36
27	7/1/2019	\$383,008.40	\$2,999.54	\$0.00	\$2,999.54	\$2,042.02	\$957.52	\$380,966.38	\$27,603.88
28	8/1/2019	\$380,966.38	\$2,999.54	\$0.00	\$2,999.54	\$2,047.13	\$952.42	\$378,919.26	\$28,556.29
29	9/1/2019	\$378,919.26	\$2,999.54	\$0.00	\$2,999.54	\$2,052.24	\$947.30	\$376,867.01	\$29,503.59
30	10/1/2019	\$376,867.01	\$2,999.54	\$0.00	\$2,999.54	\$2,057.37	\$942.17	\$374,809.64	\$30,445.76
31	11/1/2019	\$374,809.64	\$2,999.54	\$0.00	\$2,999.54	\$2,062.52	\$937.02	\$372,747.12	\$31,382.78
32	12/1/2019	\$372,747.12	\$2,999.54	\$0.00	\$2,999.54	\$2,067.67	\$931.87	\$370,679.44	\$32,314.65
33	1/1/2020	\$370,679.44	\$2,999.54	\$0.00	\$2,999.54	\$2,072.84	\$926.70	\$368,606.60	\$33,241.35
34	2/1/2020	\$368,606.60	\$2,999.54	\$0.00	\$2,999.54	\$2,078.03	\$921.52	\$366,528.57	\$34,162.87
35	3/1/2020	\$366,528.57	\$2,999.54	\$0.00	\$2,999.54	\$2,083.22	\$916.32	\$364,445.35	\$35,079.19
36	4/1/2020	\$364,445.35	\$2,999.54	\$0.00	\$2,999.54	\$2,088.43	\$911.11	\$362,356.92	\$35,990.30
37	5/1/2020	\$362,356.92	\$2,999.54	\$0.00	\$2,999.54	\$2,093.65	\$905.89	\$360,263.27	\$36,896.19
38	6/1/2020	\$360,263.27	\$2,999.54	\$0.00	\$2,999.54	\$2,098.88	\$900.66	\$358,164.39	\$37,796.85

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
39	7/1/2020	\$358,164.39	\$2,999.54	\$0.00	\$2,999.54	\$2,104.13	\$895.41	\$356,060.26	\$38,692.26
40	8/1/2020	\$356,060.26	\$2,999.54	\$0.00	\$2,999.54	\$2,109.39	\$890.15	\$353,950.87	\$39,582.41
41	9/1/2020	\$353,950.87	\$2,999.54	\$0.00	\$2,999.54	\$2,114.67	\$884.88	\$351,836.20	\$40,467.29
42	10/1/2020	\$351,836.20	\$2,999.54	\$0.00	\$2,999.54	\$2,119.95	\$879.59	\$349,716.25	\$41,346.88
43	11/1/2020	\$349,716.25	\$2,999.54	\$0.00	\$2,999.54	\$2,125.25	\$874.29	\$347,591.00	\$42,221.17
44	12/1/2020	\$347,591.00	\$2,999.54	\$0.00	\$2,999.54	\$2,130.56	\$868.98	\$345,460.43	\$43,090.15
45	1/1/2021	\$345,460.43	\$2,999.54	\$0.00	\$2,999.54	\$2,135.89	\$863.65	\$343,324.54	\$43,953.80
46	2/1/2021	\$343,324.54	\$2,999.54	\$0.00	\$2,999.54	\$2,141.23	\$858.31	\$341,183.31	\$44,812.11
47	3/1/2021	\$341,183.31	\$2,999.54	\$0.00	\$2,999.54	\$2,146.58	\$852.96	\$339,036.73	\$45,665.07
48	4/1/2021	\$339,036.73	\$2,999.54	\$0.00	\$2,999.54	\$2,151.95	\$847.59	\$336,884.78	\$46,512.66
49	5/1/2021	\$336,884.78	\$2,999.54	\$0.00	\$2,999.54	\$2,157.33	\$842.21	\$334,727.45	\$47,354.87
50	6/1/2021	\$334,727.45	\$2,999.54	\$0.00	\$2,999.54	\$2,162.72	\$836.82	\$332,564.72	\$48,191.69
51	7/1/2021	\$332,564.72	\$2,999.54	\$0.00	\$2,999.54	\$2,168.13	\$831.41	\$330,396.59	\$49,023.10
52	8/1/2021	\$330,396.59	\$2,999.54	\$0.00	\$2,999.54	\$2,173.55	\$825.99	\$328,223.04	\$49,849.09
53	9/1/2021	\$328,223.04	\$2,999.54	\$0.00	\$2,999.54	\$2,178.98	\$820.56	\$326,044.06	\$50,669.65
54	10/1/2021	\$326,044.06	\$2,999.54	\$0.00	\$2,999.54	\$2,184.43	\$815.11	\$323,859.62	\$51,484.76
55	11/1/2021	\$323,859.62	\$2,999.54	\$0.00	\$2,999.54	\$2,189.89	\$809.65	\$321,669.73	\$52,294.41
56	12/1/2021	\$321,669.73	\$2,999.54	\$0.00	\$2,999.54	\$2,195.37	\$804.17	\$319,474.36	\$53,098.59
57	1/1/2022	\$319,474.36	\$2,999.54	\$0.00	\$2,999.54	\$2,200.86	\$798.69	\$317,273.51	\$53,897.27
58	2/1/2022	\$317,273.51	\$2,999.54	\$0.00	\$2,999.54	\$2,206.36	\$793.18	\$315,067.15	\$54,690.46
59	3/1/2022	\$315,067.15	\$2,999.54	\$0.00	\$2,999.54	\$2,211.87	\$787.67	\$312,855.27	\$55,478.12
60	4/1/2022	\$312,855.27	\$2,999.54	\$0.00	\$2,999.54	\$2,217.40	\$782.14	\$310,637.87	\$56,260.26
61	5/1/2022	\$310,637.87	\$2,999.54	\$0.00	\$2,999.54	\$2,222.95	\$776.59	\$308,414.92	\$57,036.86
62	6/1/2022	\$308,414.92	\$2,999.54	\$0.00	\$2,999.54	\$2,228.51	\$771.04	\$306,186.42	\$57,807.89
63	7/1/2022	\$306,186.42	\$2,999.54	\$0.00	\$2,999.54	\$2,234.08	\$765.47	\$303,952.34	\$58,573.36
64	8/1/2022	\$303,952.34	\$2,999.54	\$0.00	\$2,999.54	\$2,239.66	\$759.88	\$301,712.68	\$59,333.24
65	9/1/2022	\$301,712.68	\$2,999.54	\$0.00	\$2,999.54	\$2,245.26	\$754.28	\$299,467.42	\$60,087.52
66	10/1/2022	\$299,467.42	\$2,999.54	\$0.00	\$2,999.54	\$2,250.87	\$748.67	\$297,216.54	\$60,836.19
67	11/1/2022	\$297,216.54	\$2,999.54	\$0.00	\$2,999.54	\$2,256.50	\$743.04	\$294,960.04	\$61,579.23
68	12/1/2022	\$294,960.04	\$2,999.54	\$0.00	\$2,999.54	\$2,262.14	\$737.40	\$292,697.90	\$62,316.63
69	1/1/2023	\$292,697.90	\$2,999.54	\$0.00	\$2,999.54	\$2,267.80	\$731.74	\$290,430.10	\$63,048.38
70	2/1/2023	\$290,430.10	\$2,999.54	\$0.00	\$2,999.54	\$2,273.47	\$726.08	\$288,156.64	\$63,774.45
71	3/1/2023	\$288,156.64	\$2,999.54	\$0.00	\$2,999.54	\$2,279.15	\$720.39	\$285,877.48	\$64,494.84
72	4/1/2023	\$285,877.48	\$2,999.54	\$0.00	\$2,999.54	\$2,284.85	\$714.69	\$283,592.64	\$65,209.54
73	5/1/2023	\$283,592.64	\$2,999.54	\$0.00	\$2,999.54	\$2,290.56	\$708.98	\$281,302.07	\$65,918.52
74	6/1/2023	\$281,302.07	\$2,999.54	\$0.00	\$2,999.54	\$2,296.29	\$703.26	\$279,005.79	\$66,621.77
75	7/1/2023	\$279,005.79	\$2,999.54	\$0.00	\$2,999.54	\$2,302.03	\$697.51	\$276,703.76	\$67,319.29
76	8/1/2023	\$276,703.76	\$2,999.54	\$0.00	\$2,999.54	\$2,307.78	\$691.76	\$274,395.98	\$68,011.05
77	9/1/2023	\$274,395.98	\$2,999.54	\$0.00	\$2,999.54	\$2,313.55	\$685.99	\$272,082.42	\$68,697.04
78	10/1/2023	\$272,082.42	\$2,999.54	\$0.00	\$2,999.54	\$2,319.34	\$680.21	\$269,763.09	\$69,377.24
79	11/1/2023	\$269,763.09	\$2,999.54	\$0.00	\$2,999.54	\$2,325.13	\$674.41	\$267,437.95	\$70,051.65
80	12/1/2023	\$267,437.95	\$2,999.54	\$0.00	\$2,999.54	\$2,330.95	\$668.59	\$265,107.01	\$70,720.25
81	1/1/2024	\$265,107.01	\$2,999.54	\$0.00	\$2,999.54	\$2,336.77	\$662.77	\$262,770.23	\$71,383.01
82	2/1/2024	\$262,770.23	\$2,999.54	\$0.00	\$2,999.54	\$2,342.62	\$656.93	\$260,427.61	\$72,039.94
83	3/1/2024	\$260,427.61	\$2,999.54	\$0.00	\$2,999.54	\$2,348.47	\$651.07	\$258,079.14	\$72,691.01
84	4/1/2024	\$258,079.14	\$2,999.54	\$0.00	\$2,999.54	\$2,354.34	\$645.20	\$255,724.80	\$73,336.21
85	5/1/2024	\$255,724.80	\$2,999.54	\$0.00	\$2,999.54	\$2,360.23	\$639.31	\$253,364.57	\$73,975.52
86	6/1/2024	\$253,364.57	\$2,999.54	\$0.00	\$2,999.54	\$2,366.13	\$633.41	\$250,998.43	\$74,608.93

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
87	7/1/2024	\$250,998.43	\$2,999.54	\$0.00	\$2,999.54	\$2,372.05	\$627.50	\$248,626.39	\$75,236.43
88	8/1/2024	\$248,626.39	\$2,999.54	\$0.00	\$2,999.54	\$2,377.98	\$621.57	\$246,248.41	\$75,857.99
89	9/1/2024	\$246,248.41	\$2,999.54	\$0.00	\$2,999.54	\$2,383.92	\$615.62	\$243,864.49	\$76,473.61
90	10/1/2024	\$243,864.49	\$2,999.54	\$0.00	\$2,999.54	\$2,389.88	\$609.66	\$241,474.61	\$77,083.27
91	11/1/2024	\$241,474.61	\$2,999.54	\$0.00	\$2,999.54	\$2,395.86	\$603.69	\$239,078.75	\$77,686.96
92	12/1/2024	\$239,078.75	\$2,999.54	\$0.00	\$2,999.54	\$2,401.85	\$597.70	\$236,676.91	\$78,284.66
93	1/1/2025	\$236,676.91	\$2,999.54	\$0.00	\$2,999.54	\$2,407.85	\$591.69	\$234,269.06	\$78,876.35
94	2/1/2025	\$234,269.06	\$2,999.54	\$0.00	\$2,999.54	\$2,413.87	\$585.67	\$231,855.19	\$79,462.02
95	3/1/2025	\$231,855.19	\$2,999.54	\$0.00	\$2,999.54	\$2,419.90	\$579.64	\$229,435.28	\$80,041.66
96	4/1/2025	\$229,435.28	\$2,999.54	\$0.00	\$2,999.54	\$2,425.95	\$573.59	\$227,009.33	\$80,615.25
97	5/1/2025	\$227,009.33	\$2,999.54	\$0.00	\$2,999.54	\$2,432.02	\$567.52	\$224,577.31	\$81,182.77
98	6/1/2025	\$224,577.31	\$2,999.54	\$0.00	\$2,999.54	\$2,438.10	\$561.44	\$222,139.21	\$81,744.22
99	7/1/2025	\$222,139.21	\$2,999.54	\$0.00	\$2,999.54	\$2,444.19	\$555.35	\$219,695.02	\$82,299.56
100	8/1/2025	\$219,695.02	\$2,999.54	\$0.00	\$2,999.54	\$2,450.30	\$549.24	\$217,244.71	\$82,848.80
101	9/1/2025	\$217,244.71	\$2,999.54	\$0.00	\$2,999.54	\$2,456.43	\$543.11	\$214,788.28	\$83,391.91
102	10/1/2025	\$214,788.28	\$2,999.54	\$0.00	\$2,999.54	\$2,462.57	\$536.97	\$212,325.71	\$83,928.88
103	11/1/2025	\$212,325.71	\$2,999.54	\$0.00	\$2,999.54	\$2,468.73	\$530.81	\$209,856.98	\$84,459.70
104	12/1/2025	\$209,856.98	\$2,999.54	\$0.00	\$2,999.54	\$2,474.90	\$524.64	\$207,382.08	\$84,984.34
105	1/1/2026	\$207,382.08	\$2,999.54	\$0.00	\$2,999.54	\$2,481.09	\$518.46	\$204,900.99	\$85,502.80
106	2/1/2026	\$204,900.99	\$2,999.54	\$0.00	\$2,999.54	\$2,487.29	\$512.25	\$202,413.70	\$86,015.05
107	3/1/2026	\$202,413.70	\$2,999.54	\$0.00	\$2,999.54	\$2,493.51	\$506.03	\$199,920.20	\$86,521.08
108	4/1/2026	\$199,920.20	\$2,999.54	\$0.00	\$2,999.54	\$2,499.74	\$499.80	\$197,420.45	\$87,020.88
109	5/1/2026	\$197,420.45	\$2,999.54	\$0.00	\$2,999.54	\$2,505.99	\$493.55	\$194,914.46	\$87,514.43
110	6/1/2026	\$194,914.46	\$2,999.54	\$0.00	\$2,999.54	\$2,512.26	\$487.29	\$192,402.21	\$88,001.72
111	7/1/2026	\$192,402.21	\$2,999.54	\$0.00	\$2,999.54	\$2,518.54	\$481.01	\$189,883.67	\$88,482.73
112	8/1/2026	\$189,883.67	\$2,999.54	\$0.00	\$2,999.54	\$2,524.83	\$474.71	\$187,358.84	\$88,957.43
113	9/1/2026	\$187,358.84	\$2,999.54	\$0.00	\$2,999.54	\$2,531.15	\$468.40	\$184,827.69	\$89,425.83
114	10/1/2026	\$184,827.69	\$2,999.54	\$0.00	\$2,999.54	\$2,537.47	\$462.07	\$182,290.22	\$89,887.90
115	11/1/2026	\$182,290.22	\$2,999.54	\$0.00	\$2,999.54	\$2,543.82	\$455.73	\$179,746.40	\$90,343.63
116	12/1/2026	\$179,746.40	\$2,999.54	\$0.00	\$2,999.54	\$2,550.18	\$449.37	\$177,196.23	\$90,792.99
117	1/1/2027	\$177,196.23	\$2,999.54	\$0.00	\$2,999.54	\$2,556.55	\$442.99	\$174,639.67	\$91,235.98
118	2/1/2027	\$174,639.67	\$2,999.54	\$0.00	\$2,999.54	\$2,562.94	\$436.60	\$172,076.73	\$91,672.58
119	3/1/2027	\$172,076.73	\$2,999.54	\$0.00	\$2,999.54	\$2,569.35	\$430.19	\$169,507.38	\$92,102.77
120	4/1/2027	\$169,507.38	\$2,999.54	\$0.00	\$2,999.54	\$2,575.77	\$423.77	\$166,931.61	\$92,526.54
121	5/1/2027	\$166,931.61	\$2,999.54	\$0.00	\$2,999.54	\$2,582.21	\$417.33	\$164,349.39	\$92,943.87
122	6/1/2027	\$164,349.39	\$2,999.54	\$0.00	\$2,999.54	\$2,588.67	\$410.87	\$161,760.72	\$93,354.75
123	7/1/2027	\$161,760.72	\$2,999.54	\$0.00	\$2,999.54	\$2,595.14	\$404.40	\$159,165.58	\$93,759.15
124	8/1/2027	\$159,165.58	\$2,999.54	\$0.00	\$2,999.54	\$2,601.63	\$397.91	\$156,563.95	\$94,157.06
125	9/1/2027	\$156,563.95	\$2,999.54	\$0.00	\$2,999.54	\$2,608.13	\$391.41	\$153,955.82	\$94,548.47
126	10/1/2027	\$153,955.82	\$2,999.54	\$0.00	\$2,999.54	\$2,614.65	\$384.89	\$151,341.17	\$94,933.36
127	11/1/2027	\$151,341.17	\$2,999.54	\$0.00	\$2,999.54	\$2,621.19	\$378.35	\$148,719.98	\$95,311.71
128	12/1/2027	\$148,719.98	\$2,999.54	\$0.00	\$2,999.54	\$2,627.74	\$371.80	\$146,092.24	\$95,683.51
129	1/1/2028	\$146,092.24	\$2,999.54	\$0.00	\$2,999.54	\$2,634.31	\$365.23	\$143,457.93	\$96,048.74
130	2/1/2028	\$143,457.93	\$2,999.54	\$0.00	\$2,999.54	\$2,640.90	\$358.64	\$140,817.03	\$96,407.39
131	3/1/2028	\$140,817.03	\$2,999.54	\$0.00	\$2,999.54	\$2,647.50	\$352.04	\$138,169.53	\$96,759.43
132	4/1/2028	\$138,169.53	\$2,999.54	\$0.00	\$2,999.54	\$2,654.12	\$345.42	\$135,515.41	\$97,104.86
133	5/1/2028	\$135,515.41	\$2,999.54	\$0.00	\$2,999.54	\$2,660.75	\$338.79	\$132,854.66	\$97,443.64
134	6/1/2028	\$132,854.66	\$2,999.54	\$0.00	\$2,999.54	\$2,667.41	\$332.14	\$130,187.25	\$97,775.78

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
135	7/1/2028	\$130,187.25	\$2,999.54	\$0.00	\$2,999.54	\$2,674.07	\$325.47	\$127,513.18	\$98,101.25
136	8/1/2028	\$127,513.18	\$2,999.54	\$0.00	\$2,999.54	\$2,680.76	\$318.78	\$124,832.42	\$98,420.03
137	9/1/2028	\$124,832.42	\$2,999.54	\$0.00	\$2,999.54	\$2,687.46	\$312.08	\$122,144.96	\$98,732.11
138	10/1/2028	\$122,144.96	\$2,999.54	\$0.00	\$2,999.54	\$2,694.18	\$305.36	\$119,450.78	\$99,037.47
139	11/1/2028	\$119,450.78	\$2,999.54	\$0.00	\$2,999.54	\$2,700.92	\$298.63	\$116,749.86	\$99,336.10
140	12/1/2028	\$116,749.86	\$2,999.54	\$0.00	\$2,999.54	\$2,707.67	\$291.87	\$114,042.19	\$99,627.98
141	1/1/2029	\$114,042.19	\$2,999.54	\$0.00	\$2,999.54	\$2,714.44	\$285.11	\$111,327.75	\$99,913.08
142	2/1/2029	\$111,327.75	\$2,999.54	\$0.00	\$2,999.54	\$2,721.22	\$278.32	\$108,606.53	\$100,191.40
143	3/1/2029	\$108,606.53	\$2,999.54	\$0.00	\$2,999.54	\$2,728.03	\$271.52	\$105,878.51	\$100,462.92
144	4/1/2029	\$105,878.51	\$2,999.54	\$0.00	\$2,999.54	\$2,734.85	\$264.70	\$103,143.66	\$100,727.61
145	5/1/2029	\$103,143.66	\$2,999.54	\$0.00	\$2,999.54	\$2,741.68	\$257.86	\$100,401.98	\$100,985.47
146	6/1/2029	\$100,401.98	\$2,999.54	\$0.00	\$2,999.54	\$2,748.54	\$251.00	\$97,653.44	\$101,236.48
147	7/1/2029	\$97,653.44	\$2,999.54	\$0.00	\$2,999.54	\$2,755.41	\$244.13	\$94,898.03	\$101,480.61
148	8/1/2029	\$94,898.03	\$2,999.54	\$0.00	\$2,999.54	\$2,762.30	\$237.25	\$92,135.73	\$101,717.86
149	9/1/2029	\$92,135.73	\$2,999.54	\$0.00	\$2,999.54	\$2,769.20	\$230.34	\$89,366.53	\$101,948.20
150	10/1/2029	\$89,366.53	\$2,999.54	\$0.00	\$2,999.54	\$2,776.13	\$223.42	\$86,590.40	\$102,171.61
151	11/1/2029	\$86,590.40	\$2,999.54	\$0.00	\$2,999.54	\$2,783.07	\$216.48	\$83,807.34	\$102,388.09
152	12/1/2029	\$83,807.34	\$2,999.54	\$0.00	\$2,999.54	\$2,790.02	\$209.52	\$81,017.31	\$102,597.61
153	1/1/2030	\$81,017.31	\$2,999.54	\$0.00	\$2,999.54	\$2,797.00	\$202.54	\$78,220.31	\$102,800.15
154	2/1/2030	\$78,220.31	\$2,999.54	\$0.00	\$2,999.54	\$2,803.99	\$195.55	\$75,416.32	\$102,995.70
155	3/1/2030	\$75,416.32	\$2,999.54	\$0.00	\$2,999.54	\$2,811.00	\$188.54	\$72,605.32	\$103,184.24
156	4/1/2030	\$72,605.32	\$2,999.54	\$0.00	\$2,999.54	\$2,818.03	\$181.51	\$69,787.29	\$103,365.75
157	5/1/2030	\$69,787.29	\$2,999.54	\$0.00	\$2,999.54	\$2,825.07	\$174.47	\$66,962.22	\$103,540.22
158	6/1/2030	\$66,962.22	\$2,999.54	\$0.00	\$2,999.54	\$2,832.14	\$167.41	\$64,130.08	\$103,707.63
159	7/1/2030	\$64,130.08	\$2,999.54	\$0.00	\$2,999.54	\$2,839.22	\$160.33	\$61,290.86	\$103,867.95
160	8/1/2030	\$61,290.86	\$2,999.54	\$0.00	\$2,999.54	\$2,846.32	\$153.23	\$58,444.55	\$104,021.18
161	9/1/2030	\$58,444.55	\$2,999.54	\$0.00	\$2,999.54	\$2,853.43	\$146.11	\$55,591.12	\$104,167.29
162	10/1/2030	\$55,591.12	\$2,999.54	\$0.00	\$2,999.54	\$2,860.56	\$138.98	\$52,730.55	\$104,306.27
163	11/1/2030	\$52,730.55	\$2,999.54	\$0.00	\$2,999.54	\$2,867.72	\$131.83	\$49,862.84	\$104,438.10
164	12/1/2030	\$49,862.84	\$2,999.54	\$0.00	\$2,999.54	\$2,874.89	\$124.66	\$46,987.95	\$104,562.75
165	1/1/2031	\$46,987.95	\$2,999.54	\$0.00	\$2,999.54	\$2,882.07	\$117.47	\$44,105.88	\$104,680.22
166	2/1/2031	\$44,105.88	\$2,999.54	\$0.00	\$2,999.54	\$2,889.28	\$110.26	\$41,216.60	\$104,790.49
167	3/1/2031	\$41,216.60	\$2,999.54	\$0.00	\$2,999.54	\$2,896.50	\$103.04	\$38,320.10	\$104,893.53
168	4/1/2031	\$38,320.10	\$2,999.54	\$0.00	\$2,999.54	\$2,903.74	\$95.80	\$35,416.36	\$104,989.33
169	5/1/2031	\$35,416.36	\$2,999.54	\$0.00	\$2,999.54	\$2,911.00	\$88.54	\$32,505.36	\$105,077.87
170	6/1/2031	\$32,505.36	\$2,999.54	\$0.00	\$2,999.54	\$2,918.28	\$81.26	\$29,587.08	\$105,159.13
171	7/1/2031	\$29,587.08	\$2,999.54	\$0.00	\$2,999.54	\$2,925.57	\$73.97	\$26,661.50	\$105,233.10
172	8/1/2031	\$26,661.50	\$2,999.54	\$0.00	\$2,999.54	\$2,932.89	\$66.65	\$23,728.61	\$105,299.76
173	9/1/2031	\$23,728.61	\$2,999.54	\$0.00	\$2,999.54	\$2,940.22	\$59.32	\$20,788.39	\$105,359.08
174	10/1/2031	\$20,788.39	\$2,999.54	\$0.00	\$2,999.54	\$2,947.57	\$51.97	\$17,840.82	\$105,411.05
175	11/1/2031	\$17,840.82	\$2,999.54	\$0.00	\$2,999.54	\$2,954.94	\$44.60	\$14,885.88	\$105,455.65
176	12/1/2031	\$14,885.88	\$2,999.54	\$0.00	\$2,999.54	\$2,962.33	\$37.21	\$11,923.55	\$105,492.87
177	1/1/2032	\$11,923.55	\$2,999.54	\$0.00	\$2,999.54	\$2,969.73	\$29.81	\$8,953.82	\$105,522.67
178	2/1/2032	\$8,953.82	\$2,999.54	\$0.00	\$2,999.54	\$2,977.16	\$22.38	\$5,976.66	\$105,545.06
179	3/1/2032	\$5,976.66	\$2,999.54	\$0.00	\$2,999.54	\$2,984.60	\$14.94	\$2,992.06	\$105,560.00
180	4/1/2032	\$2,992.06	\$2,999.54	\$0.00	\$2,992.06	\$2,984.58	\$7.48	\$0.00	\$105,567.48

## **MORTGAGE**

This Mortgage (also referred to as "security instrument" herein) is given on this \_\_\_\_\_ day of March, 2017 by the Casper Housing Authority, 145 North Durbin Street, Casper, Wyoming 82601 (hereinafter referred to as "Mortgagor") to the City of Casper, Wyoming, a Municipal Corporation duly organized under the laws of the State of Wyoming, (hereinafter referred to as "Mortgagee") whose principal offices are located at 200 N. David, Casper, Wyoming 82601 under the following terms and conditions.

### **RECITALS**

**WHEREAS**, Mortgagor and Mortgagee have entered into a Loan Agreement dated March 7, 2017 for the purchase the real property described herein, sometime referred to as the "Project" or "Property" wherein the Mortgagor agreed to purchase the Property from the Natrona County School District No. 1 and the Mortgagee has agreed to loan the monies for the purchase of the Property to the Mortgagor as evidenced by a Promissory Note given by Mortgagor to Mortgagee of even dated herewith, and which loan is secured by this Mortgage; and

**WHEREAS**, in consideration of the said Loan Agreement and Promissory Note, the Mortgagor agreed to execute this Mortgage in and to the Property as collateral for the full payment of the debt evidenced thereby.

### **MORTGAGE PROVISIONS**

Mortgagor and Mortgagee covenant and agree by and between them as follows:

The recitals set forth above are hereby incorporated herein at this point as part of the terms and conditions of this Mortgage.

This Mortgage secures a debt, principal and interest as evidenced by a Promissory Note between the Mortgagor and the Mortgagee which provides for payment by the Mortgagor to the Mortgagee the total Principal Loan Sum of FOUR HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY DOLLARS AND 15/100THS (\$434,350.15), together with interest thereon at the rate of THREE PERCENT (3.0%) per annum under the following terms and conditions:

The above stated Principal Loan Sum and the interest thereon shall be paid by the Mortgagor to the City in monthly installments of TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$2,999.54) each for one hundred eighty (180) months commencing on May 1, 2017, and like installments due and payable on or before the same day of each month thereafter for said one hundred eighty (180) months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before April 1, 2032.

EXHIBIT "B"

This security instrument secures and grants a lien in and to the Property to the Mortgagee for: (a) the repayment of the debt evidenced by the Promissory Note and all renewals, extensions, and modifications thereof; (b) the payment of all other sums, advanced under this Mortgage to protect the security of this security instrument; and (c) the performance of Mortgagor's covenants and agreements under this security instrument, the Loan Agreement and the Promissory Note. For these purposes, Mortgagor does now mortgage, grant, and convey to Mortgagee all of Mortgagor's right, title, and interest in and to the following-described real property located in Natrona County, Wyoming:

Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelson's Addition to the City of Casper, Natrona County, Wyoming (the "Real Property"),

together with all the improvements now or to be erected on the Property, and all easements, rights, appurtenances, rents, profits and interests, and all fixtures now or later a part of the Property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this security instrument and has the right to Mortgage, grant, and convey the Property and that the Property is unencumbered. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**SECTION ONE.  
PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES; PREPAYMENT**

Mortgagor shall promptly pay when due the debt evidenced by the note and any late charges due under the note. The note may be prepaid at anytime, without penalty.

**SECTION TWO.  
FUNDS FOR TAXES AND INSURANCE**

Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay all of the following as they become due, and provide evidence of such payment to Mortgagee within fifteen days of such payment: (a) yearly taxes and assessments that may attain priority over this security instrument if any; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly Mortgage insurance premiums, if any. These items are called "taxes and insurance."

**SECTION THREE.  
APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by Mortgagee under Section's One and Two shall be applied: first, to late charges due under the Promissory Note, if any; second to amounts payable under Section Two; and last, to principal due.

**SECTION FOUR.  
CHARGES; LIENS**

Mortgagor shall pay all taxes, if any, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this security instrument, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations in the manner provided in Section Two, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien that has priority over this security instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which, in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this security instrument. If Mortgagee determines that any part of the Property is subject to a lien that may attain priority over this security instrument, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of Mortgagee's written notice that such action is necessary.

**SECTION FIVE.  
HAZARD INSURANCE**

Mortgagor shall keep the improvements now existing or to be erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in an amount which, at any time is not less than the fair market value of the Property, and said Property shall be so insured as provided herein until the Mortgagor has paid all sums due the Mortgagee under the note.

Mortgagor shall provide the Mortgagee with a certificate(s) of insurance evidencing such insurance as outlined herein at the time of closing and annually thereafter. Such certificates shall provide the thirty (30) days advance written notice to Mortgagee of any cancellation, material change, reduction of coverage, or non-renewal, and shall list the Mortgagee as an additional insured.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard Mortgage clause insuring the Mortgagee's interest as it shall appear. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee true and correct copies of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within thirty (30) days after notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this security instrument, whether or not then due, with any excess paid to Mortgagor. The thirty (30) day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections One and Two or change the amount of the payments. If the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this security instrument immediately prior to the acquisition.

#### **SECTION SIX. PROTECTION OF MORTGAGEE'S RIGHTS IN THE PROPERTY**

If Mortgagor fails to perform the covenants and agreements contained in this security instrument, the Loan Agreement between the parties or the Promissory Note, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, for condemnation, or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this security instrument, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee is not required to do so.

Any amounts disbursed by Mortgagee under this Section shall become additional debt of Mortgagor secured by this security instrument.

#### **SECTION SEVEN. INSPECTION**

Mortgagee or its agent may make reasonable entries on and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**SECTION EIGHT.  
CONDEMNATION**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Property, or for a conveyance in lieu of condemnation, are assigned and shall be paid to Mortgagee and shall be applied to the sums secured by this security instrument as Mortgagee's interest shall appear at any such time, whether or not then due, with any excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to the restoration or repair of the Property or to the sums secured by this security instrument, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Sections One and Two or change the amount of those payments.

**SECTION NINE.  
FORBEARANCE BY MORTGAGEE NOT A WAIVER**

Extension of the time for payment or modification of amortization of the sums secured by this security instrument granted by Mortgagee to Mortgagor shall not operate to release the liability of Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**SECTION TEN.  
SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY;  
COSIGNERS**

The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Mortgagor's covenants and agreements shall be joint and several.

**SECTION ELEVEN.  
LOAN CHARGES**

If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor that exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the

note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

**SECTION TWELVE.  
LEGISLATION AFFECTING MORTGAGEE'S RIGHTS**

If the enactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this security instrument unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies permitted under this Mortgage.

**SECTION THIRTEEN.  
NOTICES**

Any notice, demand, or request under this Mortgage shall be given in writing at the addresses set forth below by personal service, by facsimile transmission, or by first class mail. The addresses may be changed by notice to the other party given in the same manner as provided above. Notices personally served or sent by facsimile shall be effective when actually received during normal business hours, and otherwise on the following business day. If notice is given by mail, it shall be deemed received on the earlier of: (i) if by certified mail, the date of receipt as shown on the return receipt, or (ii) three (3) days after its deposit in the U.S. Mail.

**Mortgagee:** City Manager's Office  
City Hall  
200 North David  
Casper, Wyoming 82601

**Mortgagor:** Casper Housing Authority  
145 North Durbin Street  
Casper, Wyoming 82601

**SECTION FOURTEEN.  
GOVERNING LAW; SEVERABILITY**

This security instrument shall be governed by law of the State of Wyoming. If any provision or clause of this security instrument or the Promissory Note conflicts with applicable law, the conflict shall not affect other provisions of this security instrument or the Promissory Note which can be given effect without the conflicting provision. To this end the provisions of this security instrument and the note are declared to be severable.

## **SECTION FIFTEEN.**

### **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST BY MORTGAGOR**

**A. Sale of Real Property:** Mortgagor shall not sell, assign, or otherwise transfer, voluntarily or involuntarily, any interest in and to the Property without the express written consent of the Mortgagee except as otherwise provided in Sub-paragraph B below. Any sale, assignment, or transfer of the Property as provided herein without the express written consent of the Mortgagee shall be void, and of no force or effect.

#### **B. Transfer of Other Interests in Real Property:**

**Leaseable Space:** The Mortgagor shall have the right to lease areas of the building(s) located on the real property described and set forth in this Mortgage during the term of this Mortgage to individuals qualifying for permanent supportive housing for military veterans within the City of Casper, Wyoming under the requirements and the applicable rules and regulations of the United States Department of Housing and Urban Development.

## **SECTION SIXTEEN.**

### **MORTGAGOR'S RIGHT TO REINSTATE**

If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this security instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this security instrument. Those conditions are that Mortgagor: (a) pays Mortgagee all sums that then would be due under this security instrument and the note had no acceleration occurred; (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this security instrument, Mortgagee's rights in the Property and Mortgagor's obligation to pay the sums secured by this security instrument shall continue unchanged. On reinstatement by Mortgagor, this security instrument and the obligations secured by it shall remain fully effective as if no acceleration had occurred.

## **SECTION SEVENTEEN.**

### **REMEDIES ON DEFAULT; MORTGAGOR'S RIGHT TO PURCHASE**

Mortgagee shall give notice to Mortgagor following Mortgagor's breach of any covenant or agreement in this security instrument, the Loan Agreement and/or the Promissory Note. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may or will result in acceleration of the sums secured by this security instrument and sale of the Property.

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may declare all sums secured by this security instrument due and payable without further

demand and may invoke the power of sale permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and the costs of title evidence. Provided, however, the City's right to recover any amounts due and owing under this Mortgage, the Purchase and Loan Agreement or the Note shall be limited solely to the Property secured by this Mortgage, and the CHA shall not be liable for any deficiency after foreclosure or any conveyance of the Property in lieu of foreclosure.

If Mortgagee invokes the statutory power of advertisement and sale, (which, by this reference is hereby granted) Mortgagee shall give notice of intent to foreclose to Mortgagor and to the person in possession of the Property, if different, in accordance with applicable law. Mortgagee shall give notice of the sale to Mortgagor in the manner provided by law. Mortgagee shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this security instrument; and (c) any excess to the person or persons legally entitled to it.

**SECTION EIGHTEEN.  
MORTGAGEE IN POSSESSION**

On acceleration of the debt under Section Seventeen, or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this security instrument.

**SECTION NINETEEN.**

On payment of all sums secured by this security instrument, Mortgagee shall release this security instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs for any such release.

**SECTION TWENTY.  
WAIVERS**

Mortgagor waives all rights of homestead exemption in the Property. Mortgagor accepts and agrees to the terms and covenants contained in this security instrument.

CASPER HOUSING AUTHORITY, Mortgagor:

By: \_\_\_\_\_  
John Lichty  
Board Chairman of the Board  
of Commissioners of the  
Casper Housing Authority

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by John Lichty, as Board Chairman of the Board of Commissioners of the Casper Housing Authority.

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

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

## PROMISSORY NOTE

The Casper Housing Authority, 145 North Durbin Street, Casper, Wyoming 82601, (the "CHA"), for value received, promises to pay to the order of The City of Casper, Wyoming, A Wyoming Municipal Corporation, City herein, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, (the "City"), or to its assigns or successors, the Principal Loan Sum in the amount of FOUR HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY DOLLARS AND 15/100THS (\$434,350.15), together with interest thereon at the rate of THREE PERCENT (3.0%) per annum under the following terms and conditions:

The above stated Principal Loan Sum and the interest thereon shall be paid by the CHA to the City in monthly installments of TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$2,999.54) each for one hundred eighty (180) months commencing on May 1, 2017, and like installments due and payable on or before the same day of each month thereafter for said one hundred eighty (180) months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before April 1, 2032, all as set forth on the amortization schedule attached hereto.

CHA shall have the right to pay any portion or all of the unpaid principal balance due hereunder at any time without penalty on any of such monthly installment due dates. In the event a portion of the unpaid principal balance is paid, the foregoing amortized monthly payment shall be adjusted accordingly.

CHA agrees to pay said monthly installments as set forth above to City at the following address, or such other address as City shall direct CHA in writing:

Casper City Clerk  
200 N. David  
Casper, WY 82601

CHA is hereby given a grace period of THIRTY (30) days from the date any installment payment is otherwise due herein to make said payment, and during said thirty (30) day grace period CHA shall not be in default in the making of such payment.

This Promissory Note is secured by a Mortgage of even date herewith, and is further subject to the terms and conditions of a Loan Agreement Between the City and the CHA dated March 7, 2017, the terms and conditions of said Mortgage and Loan Agreement being incorporated herein at this point as if fully set forth.

The laws of the State of Wyoming shall govern, control, and bind in all matters arising under this note.

Dated this \_\_\_\_\_ day of March, 2017.

CASPER HOUSING AUTHORITY:

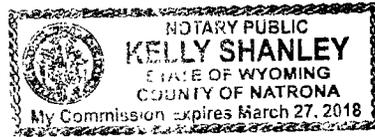
By: [Signature]  
John Lichty  
Board Chairman of the Board  
of Commissioners of the  
Casper Housing Authority

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2nd day of March, 2017 by John Lichty, as Board Chairman of the Board of Commissioners of the Casper Housing Authority.

[Signature]  
Notary Public

My commission expires: 3/27/18.



**ENTER VALUES**

<i>Loan amount</i>	\$434,350.15
<i>Annual interest rate</i>	3.00%
<i>Loan period in years</i>	15
<i>Number of payments per year</i>	12
<i>Start date of loan</i>	5/1/2017
<i>Optional extra payments</i>	\$0.00

**LOAN SUMMARY**

<i>Scheduled payment</i>	\$2,999.54
<i>Scheduled number of payments</i>	180
<i>Actual number of payments</i>	180
<i>Total early payments</i>	\$0.00
<i>Total interest</i>	\$105,567.48

**LENDER NAME** City of Casper, Wyoming

<b>PMT NO</b>	<b>PAYMENT DATE</b>	<b>BEGINNING BALANCE</b>	<b>SCHEDULED PAYMENT</b>	<b>EXTRA PAYMENT</b>	<b>TOTAL PAYMENT</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>ENDING BALANCE</b>	<b>CUMULATIVE INTEREST</b>
1	5/1/2017	\$434,350.15	\$2,999.54	\$0.00	\$2,999.54	\$1,913.67	\$1,085.88	\$432,436.48	\$1,085.88
2	6/1/2017	\$432,436.48	\$2,999.54	\$0.00	\$2,999.54	\$1,918.45	\$1,081.09	\$430,518.03	\$2,166.97
3	7/1/2017	\$430,518.03	\$2,999.54	\$0.00	\$2,999.54	\$1,923.25	\$1,076.30	\$428,594.78	\$3,243.26
4	8/1/2017	\$428,594.78	\$2,999.54	\$0.00	\$2,999.54	\$1,928.06	\$1,071.49	\$426,666.73	\$4,314.75
5	9/1/2017	\$426,666.73	\$2,999.54	\$0.00	\$2,999.54	\$1,932.88	\$1,066.67	\$424,733.85	\$5,381.42
6	10/1/2017	\$424,733.85	\$2,999.54	\$0.00	\$2,999.54	\$1,937.71	\$1,061.83	\$422,796.15	\$6,443.25
7	11/1/2017	\$422,796.15	\$2,999.54	\$0.00	\$2,999.54	\$1,942.55	\$1,056.99	\$420,853.59	\$7,500.24
8	12/1/2017	\$420,853.59	\$2,999.54	\$0.00	\$2,999.54	\$1,947.41	\$1,052.13	\$418,906.19	\$8,552.37
9	1/1/2018	\$418,906.19	\$2,999.54	\$0.00	\$2,999.54	\$1,952.28	\$1,047.27	\$416,953.91	\$9,599.64
10	2/1/2018	\$416,953.91	\$2,999.54	\$0.00	\$2,999.54	\$1,957.16	\$1,042.38	\$414,996.75	\$10,642.02
11	3/1/2018	\$414,996.75	\$2,999.54	\$0.00	\$2,999.54	\$1,962.05	\$1,037.49	\$413,034.70	\$11,679.52
12	4/1/2018	\$413,034.70	\$2,999.54	\$0.00	\$2,999.54	\$1,966.96	\$1,032.59	\$411,067.74	\$12,712.10
13	5/1/2018	\$411,067.74	\$2,999.54	\$0.00	\$2,999.54	\$1,971.87	\$1,027.67	\$409,095.87	\$13,739.77
14	6/1/2018	\$409,095.87	\$2,999.54	\$0.00	\$2,999.54	\$1,976.80	\$1,022.74	\$407,119.07	\$14,762.51
15	7/1/2018	\$407,119.07	\$2,999.54	\$0.00	\$2,999.54	\$1,981.74	\$1,017.80	\$405,137.32	\$15,780.31
16	8/1/2018	\$405,137.32	\$2,999.54	\$0.00	\$2,999.54	\$1,986.70	\$1,012.84	\$403,150.63	\$16,793.15
17	9/1/2018	\$403,150.63	\$2,999.54	\$0.00	\$2,999.54	\$1,991.67	\$1,007.88	\$401,158.96	\$17,801.03
18	10/1/2018	\$401,158.96	\$2,999.54	\$0.00	\$2,999.54	\$1,996.64	\$1,002.90	\$399,162.31	\$18,803.93
19	11/1/2018	\$399,162.31	\$2,999.54	\$0.00	\$2,999.54	\$2,001.64	\$997.91	\$397,160.68	\$19,801.83
20	12/1/2018	\$397,160.68	\$2,999.54	\$0.00	\$2,999.54	\$2,006.64	\$992.90	\$395,154.04	\$20,794.73
21	1/1/2019	\$395,154.04	\$2,999.54	\$0.00	\$2,999.54	\$2,011.66	\$987.89	\$393,142.38	\$21,782.62
22	2/1/2019	\$393,142.38	\$2,999.54	\$0.00	\$2,999.54	\$2,016.69	\$982.86	\$391,125.69	\$22,765.48
23	3/1/2019	\$391,125.69	\$2,999.54	\$0.00	\$2,999.54	\$2,021.73	\$977.81	\$389,103.97	\$23,743.29
24	4/1/2019	\$389,103.97	\$2,999.54	\$0.00	\$2,999.54	\$2,026.78	\$972.76	\$387,077.18	\$24,716.05
25	5/1/2019	\$387,077.18	\$2,999.54	\$0.00	\$2,999.54	\$2,031.85	\$967.69	\$385,045.33	\$25,683.74
26	6/1/2019	\$385,045.33	\$2,999.54	\$0.00	\$2,999.54	\$2,036.93	\$962.61	\$383,008.40	\$26,646.36
27	7/1/2019	\$383,008.40	\$2,999.54	\$0.00	\$2,999.54	\$2,042.02	\$957.52	\$380,966.38	\$27,603.88
28	8/1/2019	\$380,966.38	\$2,999.54	\$0.00	\$2,999.54	\$2,047.13	\$952.42	\$378,919.26	\$28,556.29
29	9/1/2019	\$378,919.26	\$2,999.54	\$0.00	\$2,999.54	\$2,052.24	\$947.30	\$376,867.01	\$29,503.59
30	10/1/2019	\$376,867.01	\$2,999.54	\$0.00	\$2,999.54	\$2,057.37	\$942.17	\$374,809.64	\$30,445.76
31	11/1/2019	\$374,809.64	\$2,999.54	\$0.00	\$2,999.54	\$2,062.52	\$937.02	\$372,747.12	\$31,382.78
32	12/1/2019	\$372,747.12	\$2,999.54	\$0.00	\$2,999.54	\$2,067.67	\$931.87	\$370,679.44	\$32,314.65
33	1/1/2020	\$370,679.44	\$2,999.54	\$0.00	\$2,999.54	\$2,072.84	\$926.70	\$368,606.60	\$33,241.35
34	2/1/2020	\$368,606.60	\$2,999.54	\$0.00	\$2,999.54	\$2,078.03	\$921.52	\$366,528.57	\$34,162.87
35	3/1/2020	\$366,528.57	\$2,999.54	\$0.00	\$2,999.54	\$2,083.22	\$916.32	\$364,445.35	\$35,079.19
36	4/1/2020	\$364,445.35	\$2,999.54	\$0.00	\$2,999.54	\$2,088.43	\$911.11	\$362,356.92	\$35,990.30
37	5/1/2020	\$362,356.92	\$2,999.54	\$0.00	\$2,999.54	\$2,093.65	\$905.89	\$360,263.27	\$36,896.19
38	6/1/2020	\$360,263.27	\$2,999.54	\$0.00	\$2,999.54	\$2,098.88	\$900.66	\$358,164.39	\$37,796.85

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
39	7/1/2020	\$358,164.39	\$2,999.54	\$0.00	\$2,999.54	\$2,104.13	\$895.41	\$356,060.26	\$38,692.26
40	8/1/2020	\$356,060.26	\$2,999.54	\$0.00	\$2,999.54	\$2,109.39	\$890.15	\$353,950.87	\$39,582.41
41	9/1/2020	\$353,950.87	\$2,999.54	\$0.00	\$2,999.54	\$2,114.67	\$884.88	\$351,836.20	\$40,467.29
42	10/1/2020	\$351,836.20	\$2,999.54	\$0.00	\$2,999.54	\$2,119.95	\$879.59	\$349,716.25	\$41,346.88
43	11/1/2020	\$349,716.25	\$2,999.54	\$0.00	\$2,999.54	\$2,125.25	\$874.29	\$347,591.00	\$42,221.17
44	12/1/2020	\$347,591.00	\$2,999.54	\$0.00	\$2,999.54	\$2,130.56	\$868.98	\$345,460.43	\$43,090.15
45	1/1/2021	\$345,460.43	\$2,999.54	\$0.00	\$2,999.54	\$2,135.89	\$863.65	\$343,324.54	\$43,953.80
46	2/1/2021	\$343,324.54	\$2,999.54	\$0.00	\$2,999.54	\$2,141.23	\$858.31	\$341,183.31	\$44,812.11
47	3/1/2021	\$341,183.31	\$2,999.54	\$0.00	\$2,999.54	\$2,146.58	\$852.96	\$339,036.73	\$45,665.07
48	4/1/2021	\$339,036.73	\$2,999.54	\$0.00	\$2,999.54	\$2,151.95	\$847.59	\$336,884.78	\$46,512.66
49	5/1/2021	\$336,884.78	\$2,999.54	\$0.00	\$2,999.54	\$2,157.33	\$842.21	\$334,727.45	\$47,354.87
50	6/1/2021	\$334,727.45	\$2,999.54	\$0.00	\$2,999.54	\$2,162.72	\$836.82	\$332,564.72	\$48,191.69
51	7/1/2021	\$332,564.72	\$2,999.54	\$0.00	\$2,999.54	\$2,168.13	\$831.41	\$330,396.59	\$49,023.10
52	8/1/2021	\$330,396.59	\$2,999.54	\$0.00	\$2,999.54	\$2,173.55	\$825.99	\$328,223.04	\$49,849.09
53	9/1/2021	\$328,223.04	\$2,999.54	\$0.00	\$2,999.54	\$2,178.98	\$820.56	\$326,044.06	\$50,669.65
54	10/1/2021	\$326,044.06	\$2,999.54	\$0.00	\$2,999.54	\$2,184.43	\$815.11	\$323,859.62	\$51,484.76
55	11/1/2021	\$323,859.62	\$2,999.54	\$0.00	\$2,999.54	\$2,189.89	\$809.65	\$321,669.73	\$52,294.41
56	12/1/2021	\$321,669.73	\$2,999.54	\$0.00	\$2,999.54	\$2,195.37	\$804.17	\$319,474.36	\$53,098.59
57	1/1/2022	\$319,474.36	\$2,999.54	\$0.00	\$2,999.54	\$2,200.86	\$798.69	\$317,273.51	\$53,897.27
58	2/1/2022	\$317,273.51	\$2,999.54	\$0.00	\$2,999.54	\$2,206.36	\$793.18	\$315,067.15	\$54,690.46
59	3/1/2022	\$315,067.15	\$2,999.54	\$0.00	\$2,999.54	\$2,211.87	\$787.67	\$312,855.27	\$55,478.12
60	4/1/2022	\$312,855.27	\$2,999.54	\$0.00	\$2,999.54	\$2,217.40	\$782.14	\$310,637.87	\$56,260.26
61	5/1/2022	\$310,637.87	\$2,999.54	\$0.00	\$2,999.54	\$2,222.95	\$776.59	\$308,414.92	\$57,036.86
62	6/1/2022	\$308,414.92	\$2,999.54	\$0.00	\$2,999.54	\$2,228.51	\$771.04	\$306,186.42	\$57,807.89
63	7/1/2022	\$306,186.42	\$2,999.54	\$0.00	\$2,999.54	\$2,234.08	\$765.47	\$303,952.34	\$58,573.36
64	8/1/2022	\$303,952.34	\$2,999.54	\$0.00	\$2,999.54	\$2,239.66	\$759.88	\$301,712.68	\$59,333.24
65	9/1/2022	\$301,712.68	\$2,999.54	\$0.00	\$2,999.54	\$2,245.26	\$754.28	\$299,467.42	\$60,087.52
66	10/1/2022	\$299,467.42	\$2,999.54	\$0.00	\$2,999.54	\$2,250.87	\$748.67	\$297,216.54	\$60,836.19
67	11/1/2022	\$297,216.54	\$2,999.54	\$0.00	\$2,999.54	\$2,256.50	\$743.04	\$294,960.04	\$61,579.23
68	12/1/2022	\$294,960.04	\$2,999.54	\$0.00	\$2,999.54	\$2,262.14	\$737.40	\$292,697.90	\$62,316.63
69	1/1/2023	\$292,697.90	\$2,999.54	\$0.00	\$2,999.54	\$2,267.80	\$731.74	\$290,430.10	\$63,048.38
70	2/1/2023	\$290,430.10	\$2,999.54	\$0.00	\$2,999.54	\$2,273.47	\$726.08	\$288,156.64	\$63,774.45
71	3/1/2023	\$288,156.64	\$2,999.54	\$0.00	\$2,999.54	\$2,279.15	\$720.39	\$285,877.48	\$64,494.84
72	4/1/2023	\$285,877.48	\$2,999.54	\$0.00	\$2,999.54	\$2,284.85	\$714.69	\$283,592.64	\$65,209.54
73	5/1/2023	\$283,592.64	\$2,999.54	\$0.00	\$2,999.54	\$2,290.56	\$708.98	\$281,302.07	\$65,918.52
74	6/1/2023	\$281,302.07	\$2,999.54	\$0.00	\$2,999.54	\$2,296.29	\$703.26	\$279,005.79	\$66,621.77
75	7/1/2023	\$279,005.79	\$2,999.54	\$0.00	\$2,999.54	\$2,302.03	\$697.51	\$276,703.76	\$67,319.29
76	8/1/2023	\$276,703.76	\$2,999.54	\$0.00	\$2,999.54	\$2,307.78	\$691.76	\$274,395.98	\$68,011.05
77	9/1/2023	\$274,395.98	\$2,999.54	\$0.00	\$2,999.54	\$2,313.55	\$685.99	\$272,082.42	\$68,697.04
78	10/1/2023	\$272,082.42	\$2,999.54	\$0.00	\$2,999.54	\$2,319.34	\$680.21	\$269,763.09	\$69,377.24
79	11/1/2023	\$269,763.09	\$2,999.54	\$0.00	\$2,999.54	\$2,325.13	\$674.41	\$267,437.95	\$70,051.65
80	12/1/2023	\$267,437.95	\$2,999.54	\$0.00	\$2,999.54	\$2,330.95	\$668.59	\$265,107.01	\$70,720.25
81	1/1/2024	\$265,107.01	\$2,999.54	\$0.00	\$2,999.54	\$2,336.77	\$662.77	\$262,770.23	\$71,383.01
82	2/1/2024	\$262,770.23	\$2,999.54	\$0.00	\$2,999.54	\$2,342.62	\$656.93	\$260,427.61	\$72,039.94
83	3/1/2024	\$260,427.61	\$2,999.54	\$0.00	\$2,999.54	\$2,348.47	\$651.07	\$258,079.14	\$72,691.01
84	4/1/2024	\$258,079.14	\$2,999.54	\$0.00	\$2,999.54	\$2,354.34	\$645.20	\$255,724.80	\$73,336.21
85	5/1/2024	\$255,724.80	\$2,999.54	\$0.00	\$2,999.54	\$2,360.23	\$639.31	\$253,364.57	\$73,975.52
86	6/1/2024	\$253,364.57	\$2,999.54	\$0.00	\$2,999.54	\$2,366.13	\$633.41	\$250,998.43	\$74,608.93

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
87	7/1/2024	\$250,998.43	\$2,999.54	\$0.00	\$2,999.54	\$2,372.05	\$627.50	\$248,626.39	\$75,236.43
88	8/1/2024	\$248,626.39	\$2,999.54	\$0.00	\$2,999.54	\$2,377.98	\$621.57	\$246,248.41	\$75,857.99
89	9/1/2024	\$246,248.41	\$2,999.54	\$0.00	\$2,999.54	\$2,383.92	\$615.62	\$243,864.49	\$76,473.61
90	10/1/2024	\$243,864.49	\$2,999.54	\$0.00	\$2,999.54	\$2,389.88	\$609.66	\$241,474.61	\$77,083.27
91	11/1/2024	\$241,474.61	\$2,999.54	\$0.00	\$2,999.54	\$2,395.86	\$603.69	\$239,078.75	\$77,686.96
92	12/1/2024	\$239,078.75	\$2,999.54	\$0.00	\$2,999.54	\$2,401.85	\$597.70	\$236,676.91	\$78,284.66
93	1/1/2025	\$236,676.91	\$2,999.54	\$0.00	\$2,999.54	\$2,407.85	\$591.69	\$234,269.06	\$78,876.35
94	2/1/2025	\$234,269.06	\$2,999.54	\$0.00	\$2,999.54	\$2,413.87	\$585.67	\$231,855.19	\$79,462.02
95	3/1/2025	\$231,855.19	\$2,999.54	\$0.00	\$2,999.54	\$2,419.90	\$579.64	\$229,435.28	\$80,041.66
96	4/1/2025	\$229,435.28	\$2,999.54	\$0.00	\$2,999.54	\$2,425.95	\$573.59	\$227,009.33	\$80,615.25
97	5/1/2025	\$227,009.33	\$2,999.54	\$0.00	\$2,999.54	\$2,432.02	\$567.52	\$224,577.31	\$81,182.77
98	6/1/2025	\$224,577.31	\$2,999.54	\$0.00	\$2,999.54	\$2,438.10	\$561.44	\$222,139.21	\$81,744.22
99	7/1/2025	\$222,139.21	\$2,999.54	\$0.00	\$2,999.54	\$2,444.19	\$555.35	\$219,695.02	\$82,299.56
100	8/1/2025	\$219,695.02	\$2,999.54	\$0.00	\$2,999.54	\$2,450.30	\$549.24	\$217,244.71	\$82,848.80
101	9/1/2025	\$217,244.71	\$2,999.54	\$0.00	\$2,999.54	\$2,456.43	\$543.11	\$214,788.28	\$83,391.91
102	10/1/2025	\$214,788.28	\$2,999.54	\$0.00	\$2,999.54	\$2,462.57	\$536.97	\$212,325.71	\$83,928.88
103	11/1/2025	\$212,325.71	\$2,999.54	\$0.00	\$2,999.54	\$2,468.73	\$530.81	\$209,856.98	\$84,459.70
104	12/1/2025	\$209,856.98	\$2,999.54	\$0.00	\$2,999.54	\$2,474.90	\$524.64	\$207,382.08	\$84,984.34
105	1/1/2026	\$207,382.08	\$2,999.54	\$0.00	\$2,999.54	\$2,481.09	\$518.46	\$204,900.99	\$85,502.80
106	2/1/2026	\$204,900.99	\$2,999.54	\$0.00	\$2,999.54	\$2,487.29	\$512.25	\$202,413.70	\$86,015.05
107	3/1/2026	\$202,413.70	\$2,999.54	\$0.00	\$2,999.54	\$2,493.51	\$506.03	\$199,920.20	\$86,521.08
108	4/1/2026	\$199,920.20	\$2,999.54	\$0.00	\$2,999.54	\$2,499.74	\$499.80	\$197,420.45	\$87,020.88
109	5/1/2026	\$197,420.45	\$2,999.54	\$0.00	\$2,999.54	\$2,505.99	\$493.55	\$194,914.46	\$87,514.43
110	6/1/2026	\$194,914.46	\$2,999.54	\$0.00	\$2,999.54	\$2,512.26	\$487.29	\$192,402.21	\$88,001.72
111	7/1/2026	\$192,402.21	\$2,999.54	\$0.00	\$2,999.54	\$2,518.54	\$481.01	\$189,883.67	\$88,482.73
112	8/1/2026	\$189,883.67	\$2,999.54	\$0.00	\$2,999.54	\$2,524.83	\$474.71	\$187,358.84	\$88,957.43
113	9/1/2026	\$187,358.84	\$2,999.54	\$0.00	\$2,999.54	\$2,531.15	\$468.40	\$184,827.69	\$89,425.83
114	10/1/2026	\$184,827.69	\$2,999.54	\$0.00	\$2,999.54	\$2,537.47	\$462.07	\$182,290.22	\$89,887.90
115	11/1/2026	\$182,290.22	\$2,999.54	\$0.00	\$2,999.54	\$2,543.82	\$455.73	\$179,746.40	\$90,343.63
116	12/1/2026	\$179,746.40	\$2,999.54	\$0.00	\$2,999.54	\$2,550.18	\$449.37	\$177,196.23	\$90,792.99
117	1/1/2027	\$177,196.23	\$2,999.54	\$0.00	\$2,999.54	\$2,556.55	\$442.99	\$174,639.67	\$91,235.98
118	2/1/2027	\$174,639.67	\$2,999.54	\$0.00	\$2,999.54	\$2,562.94	\$436.60	\$172,076.73	\$91,672.58
119	3/1/2027	\$172,076.73	\$2,999.54	\$0.00	\$2,999.54	\$2,569.35	\$430.19	\$169,507.38	\$92,102.77
120	4/1/2027	\$169,507.38	\$2,999.54	\$0.00	\$2,999.54	\$2,575.77	\$423.77	\$166,931.61	\$92,526.54
121	5/1/2027	\$166,931.61	\$2,999.54	\$0.00	\$2,999.54	\$2,582.21	\$417.33	\$164,349.39	\$92,943.87
122	6/1/2027	\$164,349.39	\$2,999.54	\$0.00	\$2,999.54	\$2,588.67	\$410.87	\$161,760.72	\$93,354.75
123	7/1/2027	\$161,760.72	\$2,999.54	\$0.00	\$2,999.54	\$2,595.14	\$404.40	\$159,165.58	\$93,759.15
124	8/1/2027	\$159,165.58	\$2,999.54	\$0.00	\$2,999.54	\$2,601.63	\$397.91	\$156,563.95	\$94,157.06
125	9/1/2027	\$156,563.95	\$2,999.54	\$0.00	\$2,999.54	\$2,608.13	\$391.41	\$153,955.82	\$94,548.47
126	10/1/2027	\$153,955.82	\$2,999.54	\$0.00	\$2,999.54	\$2,614.65	\$384.89	\$151,341.17	\$94,933.36
127	11/1/2027	\$151,341.17	\$2,999.54	\$0.00	\$2,999.54	\$2,621.19	\$378.35	\$148,719.98	\$95,311.71
128	12/1/2027	\$148,719.98	\$2,999.54	\$0.00	\$2,999.54	\$2,627.74	\$371.80	\$146,092.24	\$95,683.51
129	1/1/2028	\$146,092.24	\$2,999.54	\$0.00	\$2,999.54	\$2,634.31	\$365.23	\$143,457.93	\$96,048.74
130	2/1/2028	\$143,457.93	\$2,999.54	\$0.00	\$2,999.54	\$2,640.90	\$358.64	\$140,817.03	\$96,407.39
131	3/1/2028	\$140,817.03	\$2,999.54	\$0.00	\$2,999.54	\$2,647.50	\$352.04	\$138,169.53	\$96,759.43
132	4/1/2028	\$138,169.53	\$2,999.54	\$0.00	\$2,999.54	\$2,654.12	\$345.42	\$135,515.41	\$97,104.86
133	5/1/2028	\$135,515.41	\$2,999.54	\$0.00	\$2,999.54	\$2,660.75	\$338.79	\$132,854.66	\$97,443.64
134	6/1/2028	\$132,854.66	\$2,999.54	\$0.00	\$2,999.54	\$2,667.41	\$332.14	\$130,187.25	\$97,775.78

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
135	7/1/2028	\$130,187.25	\$2,999.54	\$0.00	\$2,999.54	\$2,674.07	\$325.47	\$127,513.18	\$98,101.25
136	8/1/2028	\$127,513.18	\$2,999.54	\$0.00	\$2,999.54	\$2,680.76	\$318.78	\$124,832.42	\$98,420.03
137	9/1/2028	\$124,832.42	\$2,999.54	\$0.00	\$2,999.54	\$2,687.46	\$312.08	\$122,144.96	\$98,732.11
138	10/1/2028	\$122,144.96	\$2,999.54	\$0.00	\$2,999.54	\$2,694.18	\$305.36	\$119,450.78	\$99,037.47
139	11/1/2028	\$119,450.78	\$2,999.54	\$0.00	\$2,999.54	\$2,700.92	\$298.63	\$116,749.86	\$99,336.10
140	12/1/2028	\$116,749.86	\$2,999.54	\$0.00	\$2,999.54	\$2,707.67	\$291.87	\$114,042.19	\$99,627.98
141	1/1/2029	\$114,042.19	\$2,999.54	\$0.00	\$2,999.54	\$2,714.44	\$285.11	\$111,327.75	\$99,913.08
142	2/1/2029	\$111,327.75	\$2,999.54	\$0.00	\$2,999.54	\$2,721.22	\$278.32	\$108,606.53	\$100,191.40
143	3/1/2029	\$108,606.53	\$2,999.54	\$0.00	\$2,999.54	\$2,728.03	\$271.52	\$105,878.51	\$100,462.92
144	4/1/2029	\$105,878.51	\$2,999.54	\$0.00	\$2,999.54	\$2,734.85	\$264.70	\$103,143.66	\$100,727.61
145	5/1/2029	\$103,143.66	\$2,999.54	\$0.00	\$2,999.54	\$2,741.68	\$257.86	\$100,401.98	\$100,985.47
146	6/1/2029	\$100,401.98	\$2,999.54	\$0.00	\$2,999.54	\$2,748.54	\$251.00	\$97,653.44	\$101,236.48
147	7/1/2029	\$97,653.44	\$2,999.54	\$0.00	\$2,999.54	\$2,755.41	\$244.13	\$94,898.03	\$101,480.61
148	8/1/2029	\$94,898.03	\$2,999.54	\$0.00	\$2,999.54	\$2,762.30	\$237.25	\$92,135.73	\$101,717.86
149	9/1/2029	\$92,135.73	\$2,999.54	\$0.00	\$2,999.54	\$2,769.20	\$230.34	\$89,366.53	\$101,948.20
150	10/1/2029	\$89,366.53	\$2,999.54	\$0.00	\$2,999.54	\$2,776.13	\$223.42	\$86,590.40	\$102,171.61
151	11/1/2029	\$86,590.40	\$2,999.54	\$0.00	\$2,999.54	\$2,783.07	\$216.48	\$83,807.34	\$102,388.09
152	12/1/2029	\$83,807.34	\$2,999.54	\$0.00	\$2,999.54	\$2,790.02	\$209.52	\$81,017.31	\$102,597.61
153	1/1/2030	\$81,017.31	\$2,999.54	\$0.00	\$2,999.54	\$2,797.00	\$202.54	\$78,220.31	\$102,800.15
154	2/1/2030	\$78,220.31	\$2,999.54	\$0.00	\$2,999.54	\$2,803.99	\$195.55	\$75,416.32	\$102,995.70
155	3/1/2030	\$75,416.32	\$2,999.54	\$0.00	\$2,999.54	\$2,811.00	\$188.54	\$72,605.32	\$103,184.24
156	4/1/2030	\$72,605.32	\$2,999.54	\$0.00	\$2,999.54	\$2,818.03	\$181.51	\$69,787.29	\$103,365.75
157	5/1/2030	\$69,787.29	\$2,999.54	\$0.00	\$2,999.54	\$2,825.07	\$174.47	\$66,962.22	\$103,540.22
158	6/1/2030	\$66,962.22	\$2,999.54	\$0.00	\$2,999.54	\$2,832.14	\$167.41	\$64,130.08	\$103,707.63
159	7/1/2030	\$64,130.08	\$2,999.54	\$0.00	\$2,999.54	\$2,839.22	\$160.33	\$61,290.86	\$103,867.95
160	8/1/2030	\$61,290.86	\$2,999.54	\$0.00	\$2,999.54	\$2,846.32	\$153.23	\$58,444.55	\$104,021.18
161	9/1/2030	\$58,444.55	\$2,999.54	\$0.00	\$2,999.54	\$2,853.43	\$146.11	\$55,591.12	\$104,167.29
162	10/1/2030	\$55,591.12	\$2,999.54	\$0.00	\$2,999.54	\$2,860.56	\$138.98	\$52,730.55	\$104,306.27
163	11/1/2030	\$52,730.55	\$2,999.54	\$0.00	\$2,999.54	\$2,867.72	\$131.83	\$49,862.84	\$104,438.10
164	12/1/2030	\$49,862.84	\$2,999.54	\$0.00	\$2,999.54	\$2,874.89	\$124.66	\$46,987.95	\$104,562.75
165	1/1/2031	\$46,987.95	\$2,999.54	\$0.00	\$2,999.54	\$2,882.07	\$117.47	\$44,105.88	\$104,680.22
166	2/1/2031	\$44,105.88	\$2,999.54	\$0.00	\$2,999.54	\$2,889.28	\$110.26	\$41,216.60	\$104,790.49
167	3/1/2031	\$41,216.60	\$2,999.54	\$0.00	\$2,999.54	\$2,896.50	\$103.04	\$38,320.10	\$104,893.53
168	4/1/2031	\$38,320.10	\$2,999.54	\$0.00	\$2,999.54	\$2,903.74	\$95.80	\$35,416.36	\$104,989.33
169	5/1/2031	\$35,416.36	\$2,999.54	\$0.00	\$2,999.54	\$2,911.00	\$88.54	\$32,505.36	\$105,077.87
170	6/1/2031	\$32,505.36	\$2,999.54	\$0.00	\$2,999.54	\$2,918.28	\$81.26	\$29,587.08	\$105,159.13
171	7/1/2031	\$29,587.08	\$2,999.54	\$0.00	\$2,999.54	\$2,925.57	\$73.97	\$26,661.50	\$105,233.10
172	8/1/2031	\$26,661.50	\$2,999.54	\$0.00	\$2,999.54	\$2,932.89	\$66.65	\$23,728.61	\$105,299.76
173	9/1/2031	\$23,728.61	\$2,999.54	\$0.00	\$2,999.54	\$2,940.22	\$59.32	\$20,788.39	\$105,359.08
174	10/1/2031	\$20,788.39	\$2,999.54	\$0.00	\$2,999.54	\$2,947.57	\$51.97	\$17,840.82	\$105,411.05
175	11/1/2031	\$17,840.82	\$2,999.54	\$0.00	\$2,999.54	\$2,954.94	\$44.60	\$14,885.88	\$105,455.65
176	12/1/2031	\$14,885.88	\$2,999.54	\$0.00	\$2,999.54	\$2,962.33	\$37.21	\$11,923.55	\$105,492.87
177	1/1/2032	\$11,923.55	\$2,999.54	\$0.00	\$2,999.54	\$2,969.73	\$29.81	\$8,953.82	\$105,522.67
178	2/1/2032	\$8,953.82	\$2,999.54	\$0.00	\$2,999.54	\$2,977.16	\$22.38	\$5,976.66	\$105,545.06
179	3/1/2032	\$5,976.66	\$2,999.54	\$0.00	\$2,999.54	\$2,984.60	\$14.94	\$2,992.06	\$105,560.00
180	4/1/2032	\$2,992.06	\$2,999.54	\$0.00	\$2,992.06	\$2,984.58	\$7.48	\$0.00	\$105,567.48

## **MORTGAGE**

This Mortgage (also referred to as "security instrument" herein) is given on this \_\_\_\_\_ day of March, 2017 by the Casper Housing Authority, 145 North Durbin Street, Casper, Wyoming 82601 (hereinafter referred to as "Mortgagor") to the City of Casper, Wyoming, a Municipal Corporation duly organized under the laws of the State of Wyoming, (hereinafter referred to as "Mortgagee") whose principal offices are located at 200 N. David, Casper, Wyoming 82601 under the following terms and conditions.

### **RECITALS**

**WHEREAS**, Mortgagor and Mortgagee have entered into a Loan Agreement dated March 7, 2017 for the purchase the real property described herein, sometime referred to as the "Project" or "Property" wherein the Mortgagor agreed to purchase the Property from the Natrona County School District No. 1 and the Mortgagee has agreed to loan the monies for the purchase of the Property to the Mortgagor as evidenced by a Promissory Note given by Mortgagor to Mortgagee of even dated herewith, and which loan is secured by this Mortgage; and

**WHEREAS**, in consideration of the said Loan Agreement and Promissory Note, the Mortgagor agreed to execute this Mortgage in and to the Property as collateral for the full payment of the debt evidenced thereby.

### **MORTGAGE PROVISIONS**

Mortgagor and Mortgagee covenant and agree by and between them as follows:

The recitals set forth above are hereby incorporated herein at this point as part of the terms and conditions of this Mortgage.

This Mortgage secures a debt, principal and interest as evidenced by a Promissory Note between the Mortgagor and the Mortgagee which provides for payment by the Mortgagor to the Mortgagee the total Principal Loan Sum of FOUR HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED FIFTY DOLLARS AND 15/100THS (\$434,350.15), together with interest thereon at the rate of THREE PERCENT (3.0%) per annum under the following terms and conditions:

The above stated Principal Loan Sum and the interest thereon shall be paid by the Mortgagor to the City in monthly installments of TWO THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FOUR CENTS (\$2,999.54) each for one hundred eighty (180) months commencing on May 1, 2017, and like installments due and payable on or before the same day of each month thereafter for said one hundred eighty (180) months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before April 1, 2032.

This security instrument secures and grants a lien in and to the Property to the Mortgagee for: (a) the repayment of the debt evidenced by the Promissory Note and all renewals, extensions, and modifications thereof; (b) the payment of all other sums, advanced under this Mortgage to protect the security of this security instrument; and (c) the performance of Mortgagor's covenants and agreements under this security instrument, the Loan Agreement and the Promissory Note. For these purposes, Mortgagor does now mortgage, grant, and convey to Mortgagee all of Mortgagor's right, title, and interest in and to the following-described real property located in Natrona County, Wyoming:

Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelson's Addition to the City of Casper, Natrona County, Wyoming (the "Real Property"),

together with all the improvements now or to be erected on the Property, and all easements, rights, appurtenances, rents, profits and interests, and all fixtures now or later a part of the Property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this security instrument and has the right to Mortgage, grant, and convey the Property and that the Property is unencumbered. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

#### **SECTION ONE.**

#### **PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES; PREPAYMENT**

Mortgagor shall promptly pay when due the debt evidenced by the note and any late charges due under the note. The note may be prepaid at anytime, without penalty.

#### **SECTION TWO.**

#### **FUNDS FOR TAXES AND INSURANCE**

Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay all of the following as they become due, and provide evidence of such payment to Mortgagee within fifteen days of such payment: (a) yearly taxes and assessments that may attain priority over this security instrument if any; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly Mortgage insurance premiums, if any. These items are called "taxes and insurance."

#### **SECTION THREE.**

#### **APPLICATION OF PAYMENTS**

Unless applicable law provides otherwise, all payments received by Mortgagee under Section's One and Two shall be applied: first, to late charges due under the Promissory Note, if any; second to amounts payable under Section Two; and last, to principal due.

**SECTION FOUR.  
CHARGES; LIENS**

Mortgagor shall pay all taxes, if any, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this security instrument, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations in the manner provided in Section Two, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien that has priority over this security instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which, in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this security instrument. If Mortgagee determines that any part of the Property is subject to a lien that may attain priority over this security instrument, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of Mortgagee's written notice that such action is necessary.

**SECTION FIVE.  
HAZARD INSURANCE**

Mortgagor shall keep the improvements now existing or to be erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in an amount which, at any time is not less than the fair market value of the Property, and said Property shall be so insured as provided herein until the Mortgagor has paid all sums due the Mortgagee under the note.

Mortgagor shall provide the Mortgagee with a certificate(s) of insurance evidencing such insurance as outlined herein at the time of closing and annually thereafter. Such certificates shall provide the thirty (30) days advance written notice to Mortgagee of any cancellation, material change, reduction of coverage, or non-renewal, and shall list the Mortgagee as an additional insured.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard Mortgage clause insuring the Mortgagee's interest as it shall appear. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee true and correct copies of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within thirty (30) days after notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this security instrument, whether or not then due, with any excess paid to Mortgagor. The thirty (30) day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections One and Two or change the amount of the payments. If the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this security instrument immediately prior to the acquisition.

#### **SECTION SIX. PROTECTION OF MORTGAGEE'S RIGHTS IN THE PROPERTY**

If Mortgagor fails to perform the covenants and agreements contained in this security instrument, the Loan Agreement between the parties or the Promissory Note, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, for condemnation, or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien that has priority over this security instrument, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagee is not required to do so.

Any amounts disbursed by Mortgagee under this Section shall become additional debt of Mortgagor secured by this security instrument.

#### **SECTION SEVEN. INSPECTION**

Mortgagee or its agent may make reasonable entries on and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**SECTION EIGHT.  
CONDEMNATION**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the Property, or for a conveyance in lieu of condemnation, are assigned and shall be paid to Mortgagee and shall be applied to the sums secured by this security instrument as Mortgagee's interest shall appear at any such time, whether or not then due, with any excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to the restoration or repair of the Property or to the sums secured by this security instrument, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Sections One and Two or change the amount of those payments.

**SECTION NINE.  
FORBEARANCE BY MORTGAGEE NOT A WAIVER**

Extension of the time for payment or modification of amortization of the sums secured by this security instrument granted by Mortgagee to Mortgagor shall not operate to release the liability of Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**SECTION TEN.  
SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY;  
COSIGNERS**

The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Mortgagor's covenants and agreements shall be joint and several.

**SECTION ELEVEN.  
LOAN CHARGES**

If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor that exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the

note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

**SECTION TWELVE.  
LEGISLATION AFFECTING MORTGAGEE'S RIGHTS**

If the enactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this security instrument unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies permitted under this Mortgage.

**SECTION THIRTEEN.  
NOTICES**

Any notice, demand, or request under this Mortgage shall be given in writing at the addresses set forth below by personal service, by facsimile transmission, or by first class mail. The addresses may be changed by notice to the other party given in the same manner as provided above. Notices personally served or sent by facsimile shall be effective when actually received during normal business hours, and otherwise on the following business day. If notice is given by mail, it shall be deemed received on the earlier of: (i) if by certified mail, the date of receipt as shown on the return receipt, or (ii) three (3) days after its deposit in the U.S. Mail.

**Mortgagee:** City Manager's Office  
City Hall  
200 North David  
Casper, Wyoming 82601

**Mortgagor:** Casper Housing Authority  
145 North Durbin Street  
Casper, Wyoming 82601

**SECTION FOURTEEN.  
GOVERNING LAW; SEVERABILITY**

This security instrument shall be governed by law of the State of Wyoming. If any provision or clause of this security instrument or the Promissory Note conflicts with applicable law, the conflict shall not affect other provisions of this security instrument or the Promissory Note which can be given effect without the conflicting provision. To this end the provisions of this security instrument and the note are declared to be severable.

**SECTION FIFTEEN.**

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST BY MORTGAGOR**

**A. Sale of Real Property:** Mortgagor shall not sell, assign, or otherwise transfer, voluntarily or involuntarily, any interest in and to the Property without the express written consent of the Mortgagee except as otherwise provided in Sub-paragraph B below. Any sale, assignment, or transfer of the Property as provided herein without the express written consent of the Mortgagee shall be void, and of no force or effect.

**B. Transfer of Other Interests in Real Property:**

**Leaseable Space:** The Mortgagor shall have the right to lease areas of the building(s) located on the real property described and set forth in this Mortgage during the term of this Mortgage to individuals qualifying for permanent supportive housing for military veterans within the City of Casper, Wyoming under the requirements and the applicable rules and regulations of the United States Department of Housing and Urban Development.

**SECTION SIXTEEN.**

**MORTGAGOR'S RIGHT TO REINSTATE**

If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this security instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this security instrument. Those conditions are that Mortgagor: (a) pays Mortgagee all sums that then would be due under this security instrument and the note had no acceleration occurred; (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this security instrument, Mortgagee's rights in the Property and Mortgagor's obligation to pay the sums secured by this security instrument shall continue unchanged. On reinstatement by Mortgagor, this security instrument and the obligations secured by it shall remain fully effective as if no acceleration had occurred.

**SECTION SEVENTEEN.**

**REMEDIES ON DEFAULT; MORTGAGOR'S RIGHT TO PURCHASE**

Mortgagee shall give notice to Mortgagor following Mortgagor's breach of any covenant or agreement in this security instrument, the Loan Agreement and/or the Promissory Note. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may or will result in acceleration of the sums secured by this security instrument and sale of the Property.

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may declare all sums secured by this security instrument due and payable without further

demand and may invoke the power of sale permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and the costs of title evidence. Provided, however, the City's right to recover any amounts due and owing under this Mortgage, the Purchase and Loan Agreement or the Note shall be limited solely to the Property secured by this Mortgage, and the CHA shall not be liable for any deficiency after foreclosure or any conveyance of the Property in lieu of foreclosure.

If Mortgagee invokes the statutory power of advertisement and sale, (which, by this reference is hereby granted) Mortgagee shall give notice of intent to foreclose to Mortgagor and to the person in possession of the Property, if different, in accordance with applicable law. Mortgagee shall give notice of the sale to Mortgagor in the manner provided by law. Mortgagee shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to all sums secured by this security instrument; and (c) any excess to the person or persons legally entitled to it.

**SECTION EIGHTEEN.  
MORTGAGEE IN POSSESSION**

On acceleration of the debt under Section Seventeen, or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this security instrument.

**SECTION NINETEEN.**

On payment of all sums secured by this security instrument, Mortgagee shall release this security instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs for any such release.

**SECTION TWENTY.  
WAIVERS**

Mortgagor waives all rights of homestead exemption in the Property. Mortgagor accepts and agrees to the terms and covenants contained in this security instrument.

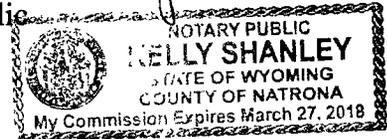
CASPER HOUSING AUTHORITY, Mortgagor:

By: *John Lichty*  
John Lichty  
Board Chairman of the Board  
of Commissioners of the  
Casper Housing Authority

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2nd day of March, 2017 by John Lichty, as Board Chairman of the Board of Commissioners of the Casper Housing Authority.

*Kelly Shanley*  
Notary Public



My commission expires: 3/27/18.

**RESOLUTION NO.17-35**

**A RESOLUTION APPROVING A LOAN AGREEMENT WITH THE CASPER HOUSING AUTHORITY FOR THE PROVISION OF PERMANENT SUPPORTIVE HOUSING FOR MILITARY VETERANS WITHIN THE CITY OF CASPER UNDER THE REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, The Casper Housing Authority (“CHA”) was the successful bidder for the purchase of Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelson’s Addition to the City of Casper, Natrona County, Wyoming (the “Real Property”) for the total sum of \$432,749.50 following an auction sale thereof by the Natrona County School District No. 1; and,

WHEREAS, the actual closing on the sale of the Real Property is to occur on March 15, 2017, which closing is contingent upon the CHA obtaining the necessary funds for the purchase of the Real Property; and,

WHEREAS, the CHA is purchasing the Real Property for the provision of permanent supportive housing for military veterans within the City of Casper, Wyoming under the requirements of the United States Department of Housing and Urban Development; and,

WHEREAS, the CHA has requested that the City provide it funding for the purchase of the Real Property; and,

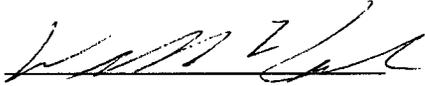
WHEREAS, the City has agreed to loan the necessary funds to the CHA for the purchase of the above described real property pursuant to the terms and conditions of a Loan Agreement between the City and the CHA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the above described Loan Agreement with the Casper Housing Authority under the terms and conditions set forth therein.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the Loan Agreement and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Kenyne Humphrey  
Mayor

February 16, 2017

MEMO TO: V.H. McDonald, City Manager 

FROM: Doug Follick, Leisure Services Director  
Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Reject Bids for the Casper Ice Arena Chiller System Replacement, Project No. 15-58

Recommendation:

That Council, by minute action, reject all bids received for the Casper Ice Arena Chiller System Replacement, Project No. 15-58.

Summary:

On Tuesday, January 24, 2017, two (2) bids were received for the replacement of the Casper Ice Arena Chiller System. The City of Casper Ice Arena currently uses a direct ice chilling system with R22 Freon as the cooling medium. R22 Freon is becoming more costly, non-sustainable, and will stop being manufactured for sale in the year 2020. Along with needing R22 Freon for operation, the current system has operated for nearly thirty (30) years, and, because of continuous maintenance and many recent system repairs, it is in need of replacement. A new indirect, ammonia system, similar to the system at the Casper Events Center, was bid to replace the system. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Total Mechanical Services, Inc.	St. Paul Park, MN	\$1,420,000.00
Minnesota Ice, LLC	Apple Valley, Minnesota	\$1,442,891.00

Several add and deduct alternate bids were included in the bid schedule. Minnesota Ice, LLC did not recognize the proper addenda, disqualifying their bid.

Stevens Engineering, Inc. (SEI) is under contract with the City for design and construction administration of this project. The estimated construction cost for the base bid from SEI was \$1,109,020. Both SEI and City Staff have reviewed the bids and recommend to reject all bids for exceeding the available budget.

The project will re-bid in October 2017 with a completion date set to September 2018.

March 7, 2017

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager *LB*

SUBJECT: That Council, by Minute Action, Authorize the Appointment of New Member Trudi Holthouse to the Downtown Development Authority (DDA) Board of Directors.

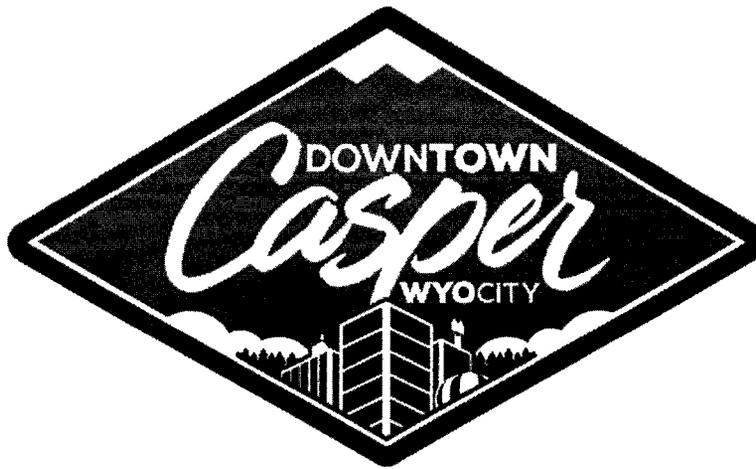
Recommendation:

That Council, by minute action, authorize the appointment of new member Trudi Holthouse to the Downtown Development Authority (DDA) Board of Directors.

Summary:

Ms. Holthouse would be appointed to fill the remainder of the term of an open seat on the DDA Board. After notifying downtown stakeholders and publishing two times in the newspaper, five individuals applied to fill the open seat.

The DDA Board of Directors reviewed the applicants and recommends the appointment of Trudi Holthouse as their new member (letter attached). Ms. Holthouse will be eligible to be reappointed for one additional four (4) year term after this current term expires June 30, 2019.



February 24, 2017

The Honorable Kenyne Humphrey  
Mayor of the City of Casper  
The Honorable Members of the City Council  
The City of Casper  
200 N. David Street  
Casper, WY 82601

Dear Mayor Humphrey and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to appoint Trudi Holthouse to the vacant seat on the Board of Directors with a term expiring on June 30, 2019. The DDA began accepting applications for this position on January 21, 2017 with an email newsletter to downtown stakeholders. This request for applicants was followed by two publications in the Casper Star Tribune on January 25<sup>th</sup> and February 5<sup>th</sup>. The publicized due date for applications was February 21, 2017. On Wednesday, February 22, our Review Committee met and discussed the five public applicants.

After careful consideration, the committee recommended to the Board of Directors that we proceed with the nomination of Trudi Holthouse before the Mayor and City Council for appointment. With the tragic loss of our Vice-Chairman and friend, Brian Scott Gamroth, we believe Ms. Holthouse is the best candidate for that seat and can help continue to move downtown forward. In addition to her many attributes as a community leader, Ms. Holthouse was the only applicant to attend a board meeting, showing interest and understanding of the role of the board.

The board extends its sincere appreciation to you and the council for your consideration of this great community leader.

Respectfully submitted,

*Kevin Hawley*

Kevin Hawley  
Executive Director

**DOWNTOWN DEVELOPMENT  
AUTHORITY**

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •