

COUNCIL WORK SESSION
Tuesday, February 28, 2017, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. Baseball Field Leasing Policy Discussion
2. Spectra Casper Events Center Seating (Brad Murphy, Rick Hontz, Todd Vigil)
3. Property Tax No Cost Alternatives to Stimulate and Diversify Local Economies (Woody Giles)
4. Casper Housing Authority – Loan for Purchase of Roosevelt School (Liz Becher, Joy Clark)
5. Semi-Annual Entity Funding Status (Liz Becher, Fleur Tremel)
6. City Manager Report
7. Future Agenda Review
8. Council Around the Table

February 23, 2017

MEMO TO: VH McDonald, City Manager

FROM: Dan Coryell, Parks Manager

SUBJECT: Baseball User Group Field Sharing and Availability

Recommendation:

No recommendation, information only.

Summary:

Field Sharing

As follow up to the discussion at the February 14, 2017 Council Work Session at which I recommended, and still recommend, field sharing be utilized to afford the Casper Cobra and Casper Young Guns teams field access, I have be in contact with the President of the Young Guns, the President of Casper Youth Baseball (CYB), the manager of the Casper Cobras, and the coach of the 10U (ten years olds and under) Young Guns team.

The first conversation was with the Young Guns President Mr. Cabrera. Mr. Cabrera has utilized field 4 at Crossroads in the past. As of today they have not sent in their schedule for use this season. He stated to me that he has some concerns on the costs that are being given to him by other lease holders for field usage, primarily CYB. CYB does have a field sharing policy that was instituted for the 2016 season. It is written into the lease for George Tani and Washington ball fields. It states that a fee of \$5 per hour with be charged upon scheduling field use for all teams/organizations. A \$10 fee per hour will be charged when the lights are in use. I conveyed to Mr. Cabrera that I would be in contact with CYB and that I would let him know my findings.

Mr. Cabrera also stated that they are working very closely with the Town of Bar Nunn to secure a lease with their baseball field. There is not a formal agreement yet, however, he does feel confident that a lease will be signed. If this were to happen it would alleviate their pressure for field usage and space. The 10U Young Guns team would still be looking to partner with the Casper Cobras even if the Bar Nunn field was leased to the Young Guns.

Mike Allen, manager of the Casper Cobras, stated that they want to practice on the 13th and Sycamore fields. Although the fields are not large enough for games, the fields do not have raised pitching mounds which does accommodate softball leagues. He also stated that they are willing to take on all of the maintenance of the fields, all necessary upgrades that may be needed, and pay for all utilities that the complex incurs. The Casper Cobras have approached the 10U Young Guns asking if they would like to partner on a lease proposal for this property, they agreed. The 10U Young Guns team will bring their own portable pitching mounds.

I inquired if he had been in communication with any other athletic user groups to discuss the possibility of field sharing. Mr. Allen stated that the majority of the fields available have raised pitching mounds making it unusable for softball players. Upon further examination into the fields, I have found that the two 1A fields at Field of Dreams do not have raised pitching mounds making them meet the requirements for softball. I have not yet relayed that information back to Mr. Allen.

Mr. Allen did say that he has used the softball fields at Crossroads in the past for games. He was able to schedule his event and it went very well, however, he did feel that the rental price needed to be looked at as it seemed high to him.

A third conversation was held between me and the President of CYB, Mr. Meyer. In this meeting we discussed field rental rates. CYB is looking into possibly raising their fees to \$10 per hour and \$20 per hour for light use to cover their costs. CYB currently pays 100% of the electricity bills at their leased facilities. The CYB president also stated that he wishes to bring forward an idea of having the traveling teams pay the CYB sign up fees giving them the ability to play on all of CYB fields at any times and also have one night a week where recreational leagues play against the traveling teams. Mr. Meyer stated that he would have that as a proposal in writing the week of February 27th. I asked if the Casper Cobras have ever asked to play on their leased fields, he stated that they had not contacted CYB asking to get scheduled. Again, I feel that this is due to the Cobras not knowing there are two fields that do not have raised mounds.

After all above mentioned meetings, I suggested that we all meet in person, including the Casper Crush, and discuss the items that seem to be misrepresented. All agreed and I was going to set up that meeting February 27 and will do so unless Council wishes to pursue leasing the fields at 13th and Sycamore.

Leasing 13th and Sycamore Fields

In light of the follow-up request by Casper Cobra and Casper Young Guns representatives at the February 21, 2017 Regular Council Meeting to lease the fields to those two teams, if the City Council wishes to pursue leasing the fields, staff will certainly negotiate with the Young Guns and Casper Cobras organizations to develop a lease.

However, the attached proposal from the Casper Cobras and Casper Young Guns, that was inadvertently left out of the agenda material for the February 14, 2017 Work Session, appears to not address all the issues involved in leasing and staff will need to work with the two organizations.

Other Field Use Information

Casper Youth Baseball (CYB) has been serving the youth of Casper since 1953. CYB is for boys and girls ages 7-15, with an estimated 650 participants each year. CYB has eight board members in addition to a Treasurer, Vice President, President, and office manager. The facilities that CYB leases from the City include the Field of Dreams Complex, George Tani Field and

Washington field at Washington Park. They also lease office space from the American Legion at the Mike Lansing Clubhouse.

The Casper Crush is a competitive traveling baseball team. For almost a decade the Crush has been building up their numbers of players and teams. The age requirements for the Crush range from 8 – 18 yrs. As of last season there were 13 teams totaling 162 players with 40 coaches. The area that the Crush leases from the City is Mike Sedar Baseball field. They have also built an indoor practice hitting facility on their leased land near the ballfield.

An additional competitive traveling baseball group is called the Casper Young Guns. The teams available at this time are 14U, 13U, 12U, and a 10U. Their numbers are approximately 50 to 60 players. Unlike Casper Youth Baseball or Crush, the Young Guns are not an established user group. They do not hold a lease on any City property at this time and also do not have to report to the Leisure Services Advisory Board.

Along with the baseball that is available for the youth in our City, there are also many different leagues of recreational softball. Recreational softball is played on the North Casper softball fields and also Crossroads fields 1, 2, and 3. Last summer the number of registered participants in the adult summer softball league was 3,655 players on 157 different teams. The adult Fall league had 534 registered players on 34 teams. Junior Olympic Girls Fast-pitch Softball recreational league had 210 registered participants on 15 teams and the recreational youth co-ed slow-pitch softball leagues had 456 registered participants on 14 teams. As stated earlier, these games and practices occupy the softball fields at North Casper and at Crossroads 1, 2, and 3. The leagues will start in late May and continue throughout the summer. All scheduling for these fields are done via the recreation center.

TO: City Of Casper
Parks and Recreation

Date: 10/12/2016

FROM: Casper Young Guns Baseball and Casper Cobras Softball
Todd Cabrera, President Mike Allen, Head Coach
Casper Young Guns Casper Cobras
(406)498-7648 (307)-337-7934

SUBJECT: Letter of Inquiry for baseball facility located at 13th and Sycamore.

PURPOSE OF OUR REQUEST – Enter into a lease with the City of Casper for use of the facility located at 13th and Sycamore. Our desire is to clean-up and repair the fields in order to get them back to high quality baseball and softball fields, which will allow us to increase field availability for youth in the city of Casper. Access to the fields will also give our Casper Young Guns Baseball Team and the Casper Cobras Softball Team a place to call home, thus giving us the opportunity to host and attract state and regional tournaments. The tournaments will provide good income to numerous businesses throughout Casper.

Our Mission

Increase the number of youth aged 5-18 participating in baseball and softball.

Expand spring, summer, and fall baseball and softball leagues.

Over the past months, we have both submitted individual proposals to lease the 13th and Sycamore facility. However, we have decided that our organizations would like to share the lease on the fields. We feel this is the best situation for our teams and will hopefully help with the lease development process. The responsibility for the renovations, maintenance cost, and field use will be split 50/50 between the Young Guns and Cobras, and the Young Guns will take on the responsibility of coordinating all the upkeep, renovations, and use of the fields. We know there will be other details that will have to be worked out in the final lease agreement, but we have agreed to work together to accommodate the needs of both organizations. We both agree that it would be in our best interest to have our programs work together in order to bring these fields back to life and restore them to their former glory.

Our plan to renovate the facility includes but is not limited to the following:

- Renovate the infield by adding new dirt and the ability to place bases at multiple distances.
- Revamp the dugouts and benches.
- Install foul poles and repair the fence.

- Repair and/or upgrade the scoreboards and concessions area.
- Properly seed the fields and repair the irrigation system so the outfields will be playable.
- Make repairs to the lighting system as needed.
- Paint the facility so it properly advertises our organizations and the City of Casper.

If given the chance to lease the 13th and Sycamore facility, we will take care of all field maintenance and renovations. We will bring in a company to take care of mowing and general up keep of the facility. With the time and effort our organizations are willing to dedicate, this facility will be restored to it's full potential and become a great asset to Casper.

We want to expand the baseball and softball opportunities for Casper's youth, and give all kids, male or female, an equal opportunity to play the game of baseball or softball. If we acquire the fields, we plan to give other teams around Casper the opportunity to use the facility as well. We want to put the "fun" and competitiveness back into the sports of baseball and softball.

Thank You for any and all consideration,

Young Guns Baseball

Cobras Softball

President,

Head Coach,

Todd Cabrera

Mike Allen

February 21, 2017

TO: Her Honor, Kenyne Humphrey, Mayor City of Casper,
and Members of City Council

FROM: Brad Murphy, General Manager, Casper Events Center – Spectra Venue
Management, Rick Hontz, Regional Vice President, Spectra Venue
Management and Todd Vigil, National Project Development, Hussey Seating
Company

SUBJECT: Comfortable Seating – Casper Events Center

Recommendation:

Spectra Venue Management asks that the City Council consider authorizing Hussey Seating Company to provide upgrade seating modifications in the Casper Events Center at a cost of \$750,784. Spectra Venue Management also asks that seating enhancements provided by local contractors be constructed at a cost of \$26,056 for a total project cost of \$776,840.

Spectra Venue Management asks that the City Council consider safety enhancements affiliated with the seating upgrade to be provided by local contractors at a total cost of \$55,956.

Summary:

The seats in the Casper Events Center were replaced in 2012 by Hussey Seating Company. At the time of this installation it was mandated by the City of Casper that seating capacity should be maximized to mirror the original seating levels of the building. Since 2012, the Casper Events Center has seen a decline in attendance at concert (10.4%) and Broadway (19%) type events. The main reason for this decline, obtained through surveys and social media posts, is the discomfort level of the current seats in the building. Spectra Venue Management recommends that seating modifications be made to the Casper Events Center seats to resolve these issues.



Casper Events Center Seating Comfort Project

The Issue

A Seating Upgrade to the Casper Events Center was performed in 2012/2013 and has resulted in:

- Increased Customer Complaints**
- Decreased Show Attendance**

Results: Customer Complaints from Surveys

The new seats are ***uncomfortable***. We feel like we are sitting in an airlines economy section.

We were not impressed with the new seats. I heard many people complaining. They are short (***no leg room***). Not as wide, for larger adults. Cup holder was back to far. Seats were VERY hard! Wow, ***what a waste of money*** on these!

The new seating is ***totally unsatisfactory***. Seats are ***too close, too small, and anatomically uncomfortable***. We will probably ***not renew our Best of Broadway season tickets solely because of the seating***.

I will think twice about paying such prices for seats that are so uncomfortable.

Seating is **very tight** and I am a small person. Had to stand and exit row to allow some to get to their seat.

Due to the new seats we be very reluctant to return to ANY event. Most people were struggling with the seats and the new seating is ***very uncomfortable.***

The new seats are, as Frank Gambino would say, “***just awful, just awful.***” The new seats are ***extremely uncomfortable,*** and ***I will never return to the Event Center until they are changed.***

The new seats are ***uncomfortable, too small.*** Seating was absolutely a ***NIGHTMARE!*** You have a huge problem. ***Will probably not attend an event if there will not be extra seats so we can spread out!!!!!!***

Results: Customer Complaints from Facebook



Amanda Russell Cornett reviewed Casper Events Center — 3+

January 22 at 7:24pm · 🌐

I think the seating is way cramp for your knees and your butt !! Which is really to bad because I am not going to keep spending a bunch a money to be uncomfortable !! For hours at a concert or anything else !! I really don't like the seating and looking around people just look so cramped !! And when I ordered tickets it did not give me options for seating it just came up !



Like



Comment



Share



Tyler T McCabe reviewed Casper Events Center — 3+

January 22 at 7:12pm · 🌐

Myself and my family are all over 6 feet tall and it is very difficult to get comfortable in the seats if you are tall or if you have wide hips. Other than that it was a very accommodating facility



Like



Comment



Share





Rachael Rauch reviewed Casper Events Center — 3★

October 15, 2016 · 🌐

The seat are way too small! It hurt sitting in them and I had to slide out in order not to either scrape or bruise myself. Even small for my smaller friend. Not comfortable at all. The shows are usually pretty good though.

👍 Like

💬 Comment

➦ Share



Andrea Stapleton reviewed Casper Events Center — 1★

September 22, 2016 · 🌐

Went to the Megadeth concert had a blast except for the the tiny tall seats. I don't know how anyone who is bigger than 160lbs can fit in those seats. They also were not made for short people either. I needed about 3 inches on my shoes to sit comfortably, outside the fact that my hips are wide. There is no personal space either. The people next to me kept elbowing me since the seats are so close together. Way to go spent millions to renovate the seating and you made it worse!!! Please rethink your seat ideas.

👍 Like

💬 Comment

➦ Share



The Issue: Discomfort



This model is
an average
American male:
5'10" &
195 pounds

The Issue: No Leg Room

A slightly taller
male model:
6'

much less
leg room &
comfort





24" from back to back

The Issue: Discomfort



cup holders & arm rests

The Issue: Decreased Event Sales

- Broadway in Casper Series began in 2000/2001
- Currently in its 17th Season
- Broadway Season Patrons are the most loyal customers, committing to 3 to 5 shows per season
- Average Broadway show sales has dropped **19%** since the upgrade in 2012/2013 (average of 306 tickets per show)
 - 2000 to 2012: average sales 1,760 per show
 - 2012 through 2015: average sales of 1,437 per show
 - 2015 through current: average sales of 1,233 per show

Attendance Statistics

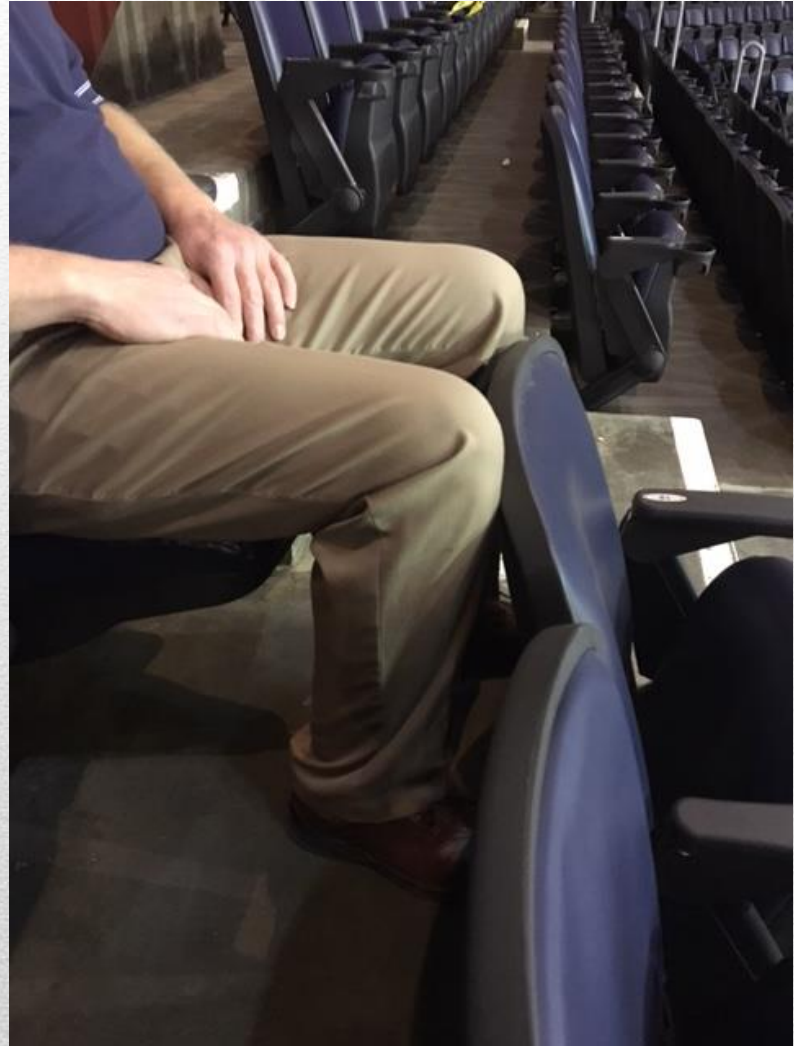
- Average Concert attendance from 1983 to 2012:
3,102 per concert
- Average Concert attendance from 2013 to 2017:
2,779 per concert

The Solution

- **Remove all Cup Holders in permanent seats**
- **Modify all Lower Stand Seats sizes to 21” and wider**
- **Modify all Upper Stand Seats to 20” and wider**
- **Create “Premium Seating” Areas**

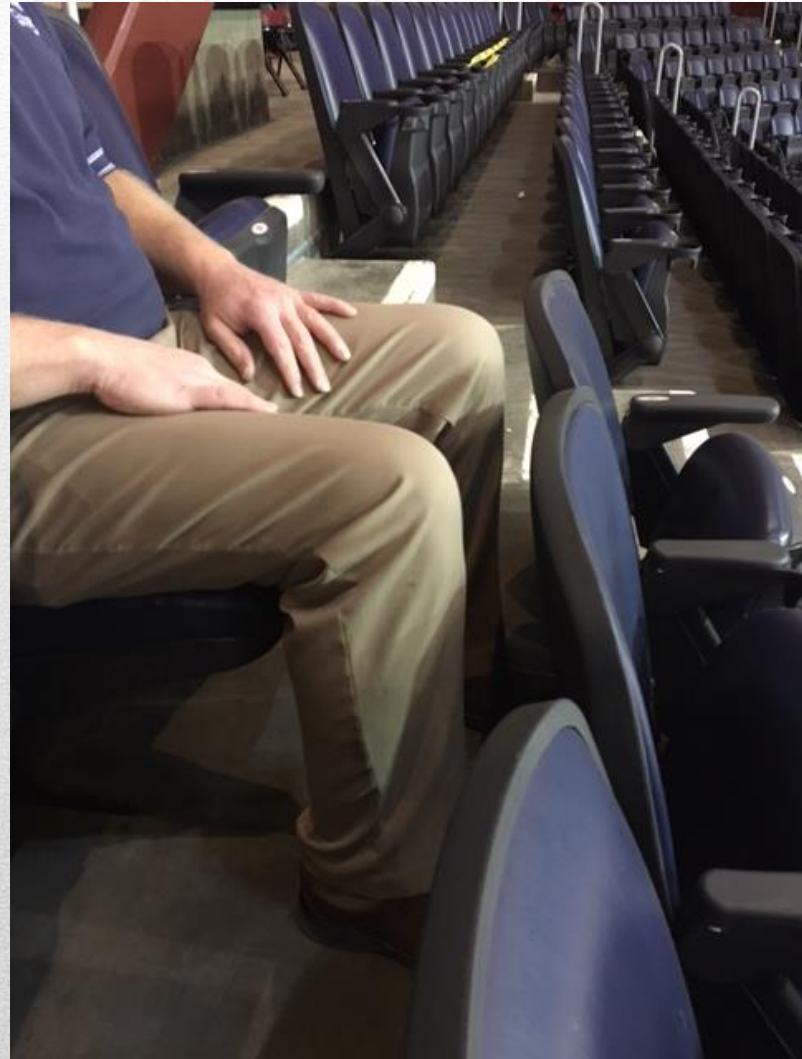
Reminder Look: No Leg Room

Leg Room
“Before”

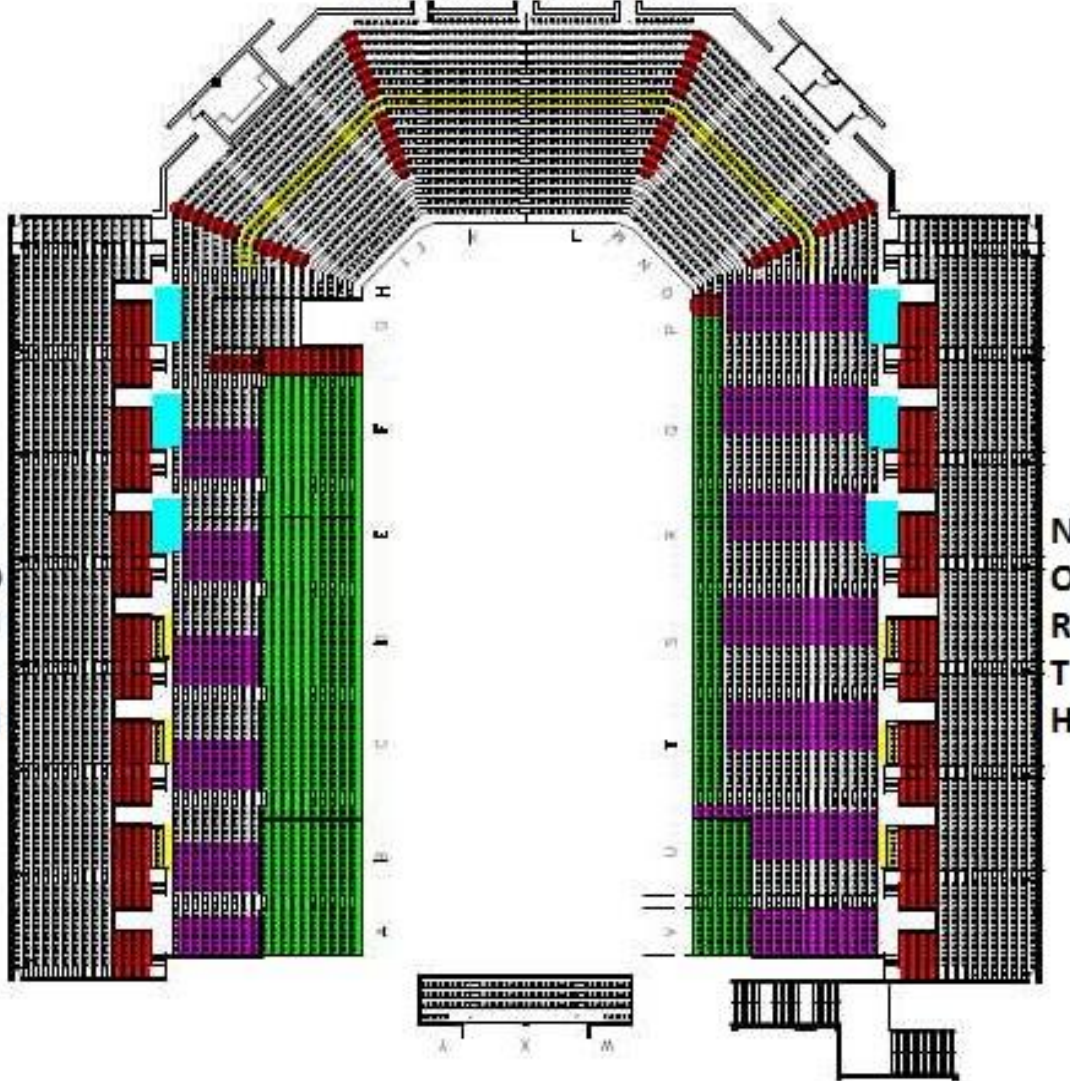


The Solution: More Leg Room

Leg Room
“After”



HORSESHOE - WEST



All areas except **Green** will receive at minimum, treatment to the back incline and armrests as well as handrails on all stairways on concrete

Red/Purple – 19" & 20" seats will be upsized

Blue – ADA Seating Deck Extensions

Yellow – Increase Seat Width & Add Service Tables

Green – Different Seat Style That Is Able To Be Adjusted and Retain Cup Holders.

New Capacities

Set-Up Type	Current Capacity	New Capacity
Full House Concert	9,165	8,050
Half House Concert	4,355	4,060
Broadway/Theater	2,444	2,280
Basketball	7,965	6,850
Hockey	7,398	6,400
Rodeo	7,218	6,240
Motor Sports	6,824	5,940

Limited Impact of Lower Capacity

- Average concert capacity 2007-2017: 3,341 (half house);
- 53 half house or theater concerts and 11 full house concerts in 2007-2017
- Since 2007, the highest attendance was Elton John in September 2007 with 7,952
- Second highest attendance since 2007 was Carrie Underwood in December 2010 with 6,519

Return on Investment

- Potential to upsell premium seating
- Potential to increase Food & Beverage Sales through wait-service in premium seating
- Potential to increase overall ticket sales by 10%

ROI: Upselling Premium Seating

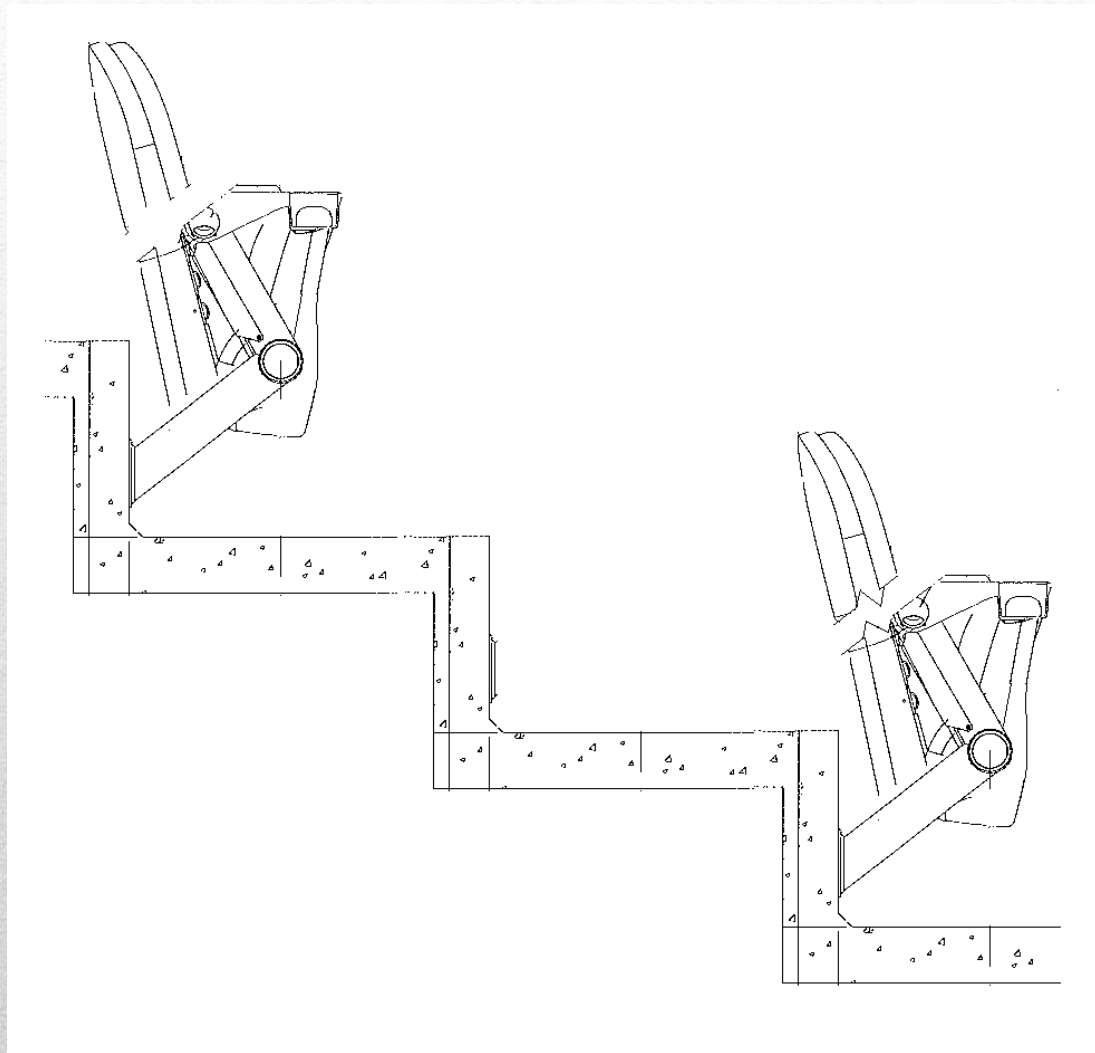
Estimated 75 Premium Seats

Estimated \$15 per event upcharge fee

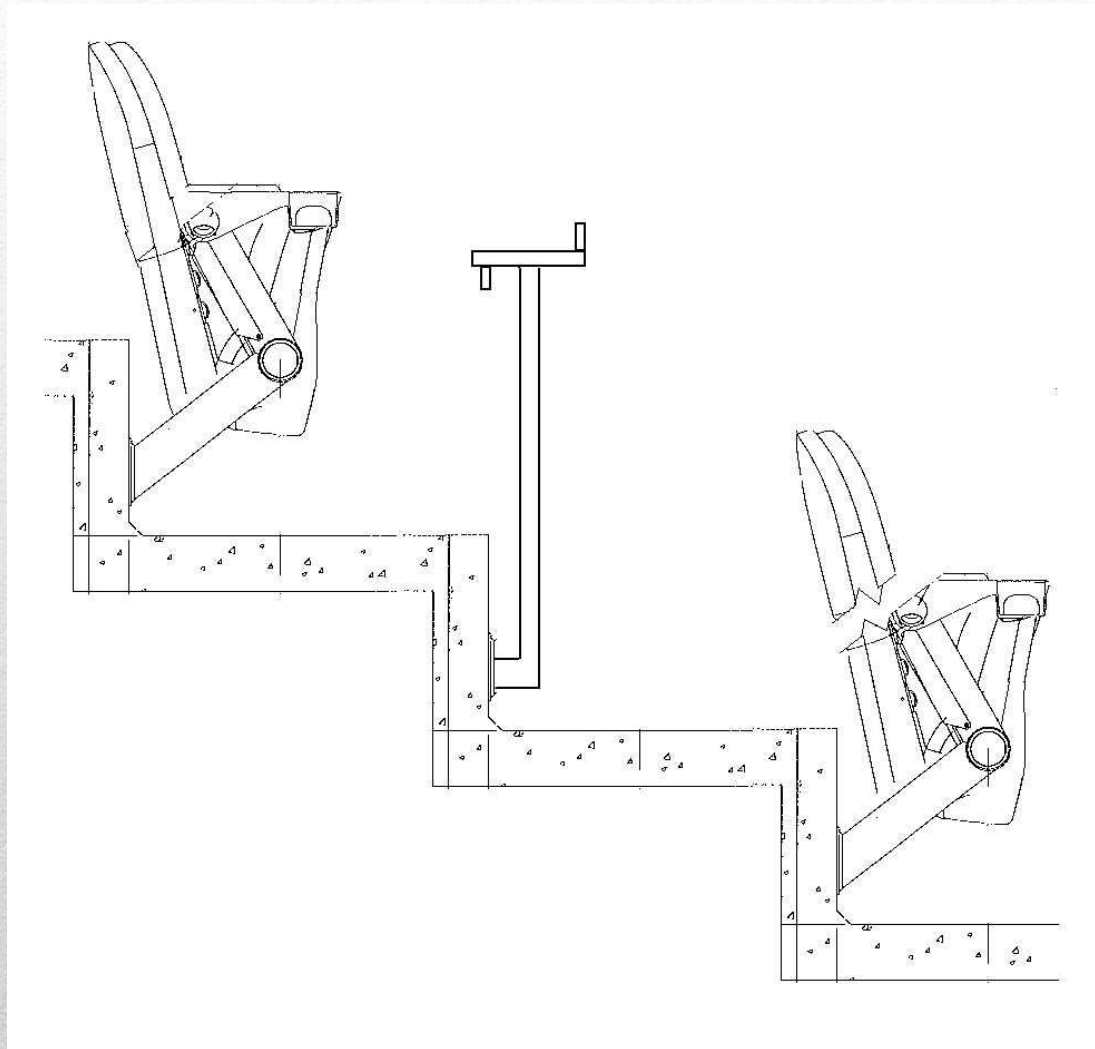
Estimated use at 15 shows per year

Potential Revenue: \$16,875 per year

The Solution: Premium Seating Options



The Solution: Premium Seating Options



The Solution: Premium Seating Options



ROI: Increased F&B Sales in Premium Seating Areas

Estimated 75 Premium Seats

Estimated \$8 per cap, per event

Estimated use at 15 shows per year

Gross Sales: \$9,000

Minus 30% Profit Margin

Potential Revenue: \$2,700 per year

ROI: Increased Overall Ticket Sales by 10%

Estimated current 200,000 tickets per year

Plus 10% = 20,000

New annual attendance: 220,000

Additional 20,000 tickets at \$30 each

= New Gross Ticket Sales: \$600,000

Minus 80% promoter cut

Plus Increased Ticketing Fees (\$2 each): \$20,000

Plus Increased Facility Fee (\$3 each): \$60,000

Plus Increased Food & Beverage Sales (20,000 at \$3 per cap minus promoter cut): \$18,000

Potential Additional Ticketing Revenue: \$218,000

Safety Solutions

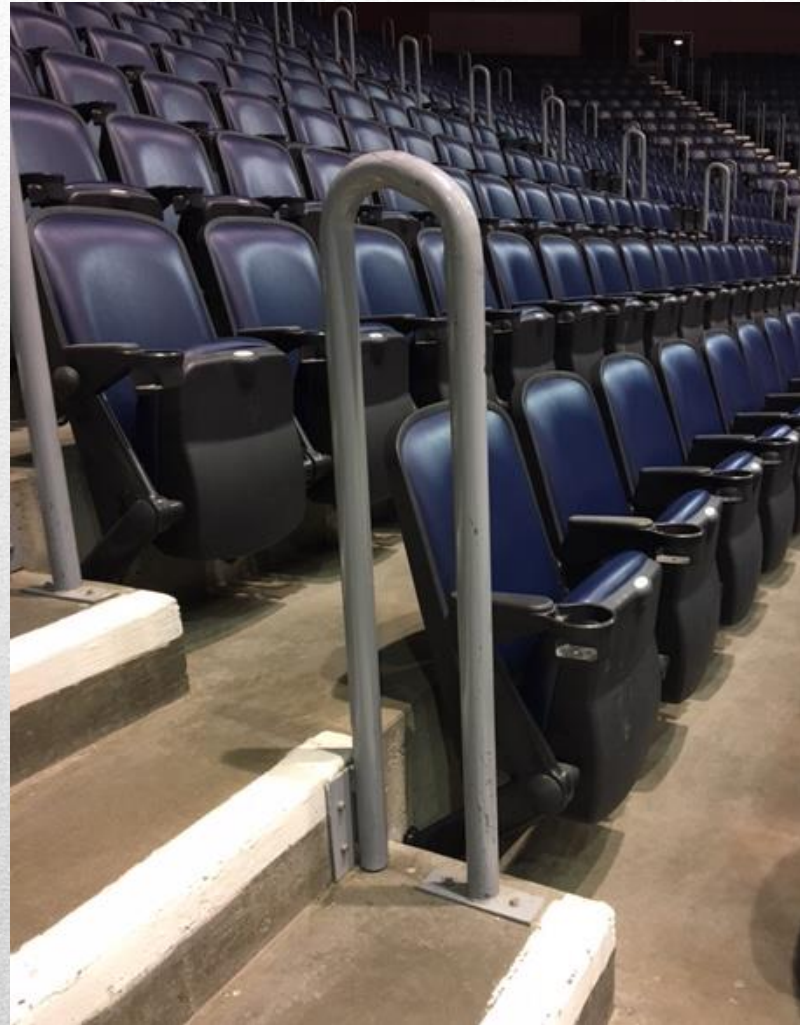
- Add ADA Seating Decks
- Install Hairpin Handrails



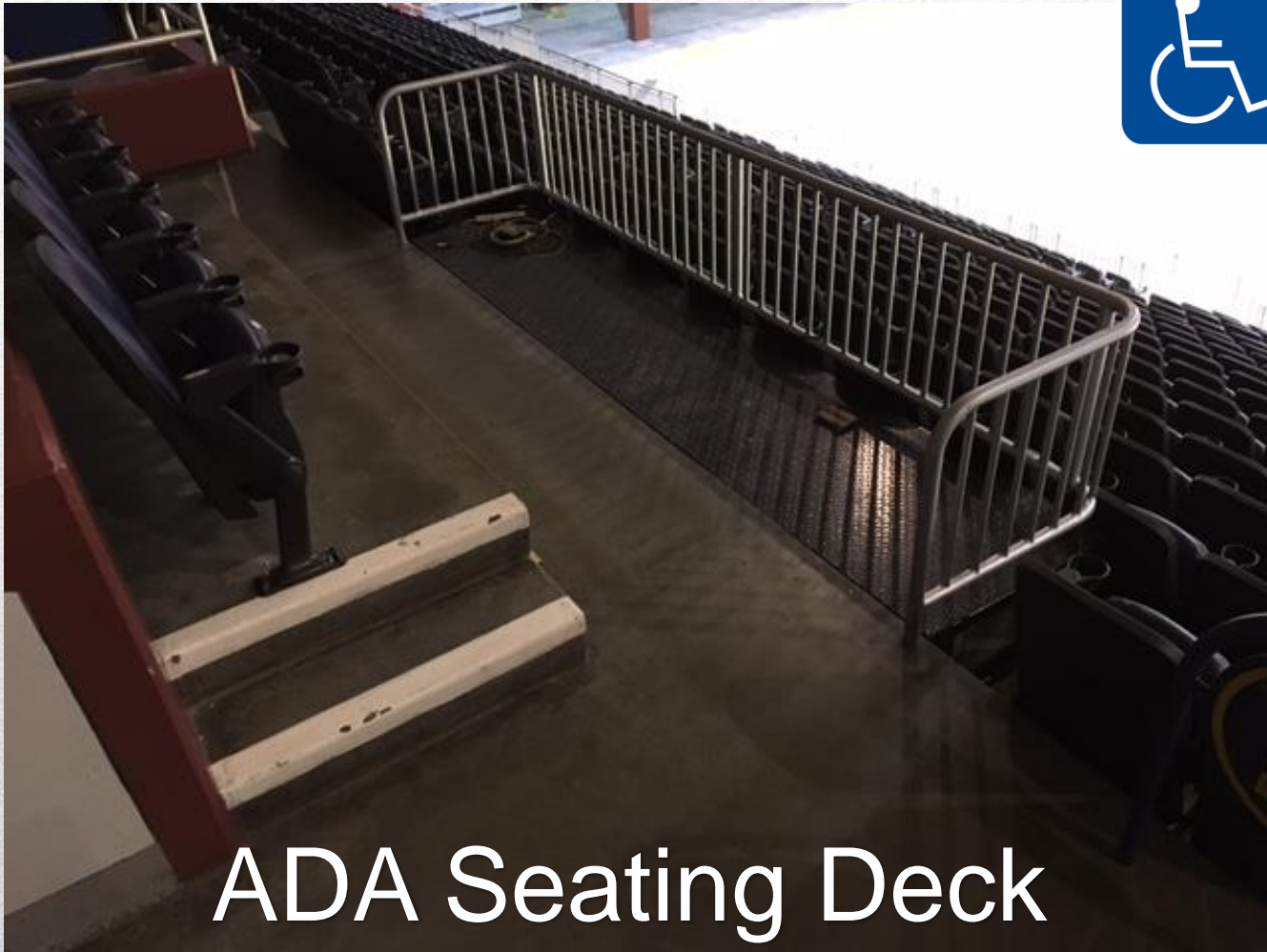
SAFETY

Safety Issues

Hairpin Handrails



Safety Issues



ADA Seating Deck

The Cost: Seating

Amount	Description
\$259,063	Seating Modifications – Upper Stands
\$491,721	Seating Modifications – Lower Stands
\$13,456	Steps/Handrails in Horseshoe (58)
\$12,600	Rows 12 & 21 Premium Tables

Total Seating: \$776,840

The Cost: Safety

Amount	Description
\$11,100	ADA Platforms in Sections E–G & P–R
\$44,856	Hairpin Handrails

Total Safety: \$55,956

The Cost: Total

Amount	Description
\$776,840	Total Seating
\$55,956	Total Safety

Total Project: \$832,796

ROI: Timeframe

Premium Seating Revenue: \$16,875

+ Premium Food & Beverage Revenue: \$2,700

+ 10% Ticket Sales Revenue: \$120,000

+ Increased Facility Fee (20,000 at \$3): \$60,000

+ Increased Ticketing Fees (10,000 at \$2): \$20,000

+ Increased Food & Beverage Sales (20,000 x \$3 per cap – 30%) 18,000

Potential Gross Annual Revenue: \$237,575

After 20% to Spectra: \$190,060

This \$832,796 project could be paid off in 4.38 years

Enhancements

- Improved comfort for all attendees
- Improved ADA seating options increasing ADA customer access
- Increased safety with handrails assisting in ascending and descending stairs
- Increased access to horseshoe seating
- Premium Seating options with tables and in-seat food & beverage wait-service

Our Credo, Our Promise, Our Touchstones

Together we transform events into experiences. These experiences create excitement, turn heads, and make memories. Every day, with every action, we drive our success through our relationships, quality and entrepreneurship.

2-20-2017

TO: Her Honor, the Mayor, and Members of City Council
FROM: Woody Giles
SUBJECT: No Cost Alternatives to Stimulate and Diversify Local Economies

No recommendation – informational purposes only.

Summary:

Provide a basis for viable options for the future growth of Casper.

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

eb

SUBJECT: Terms for the City Loan with the Casper Housing Authority for the Purchase of Roosevelt High School to create permanent supportive housing for veterans

Recommendation:

Staff is seeking Council's direction on the proposed loan terms on a \$432,749.50 loan between the City of Casper and the Casper Housing Authority (CHA).

Summary:

The CHA presented a proposal to Council at the January 24, 2017 work session to purchase the former Roosevelt High School and remodel the school into permanent supportive housing for veterans. In addition, the CHA proposed the reuse of the school grounds for job training programs and community gardens. The Natrona County School District (NCSD) had accepted the CHA's competitive bid of \$432,749.50 for the building and land. The CHA approached the Council about entering in to a loan agreement with the City, with the City maintaining a first position on the lien. The CHA joined the HUD-VASH program seven years ago, a partnership between the U.S. Department of Housing and Urban Development and the Veterans Assistance Supportive Housing, to develop low income housing options for veterans. The CHA will collaborate with state and local funding agencies, and the Federal Home Loan Bank, to secure the financing for the renovation.

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 are proposing a 3.0% interest rate over a 15-year term. The CHA is in agreement with these terms. A draft Loan Agreement, Promissory Note, and Mortgage are included for Council's review. With Council's direction, these documents will be finalized and presented for approval at the March 7th Council meeting in order to meet the March 15th closing date set with the NCSD. Funding for the loan would come from the City's Perpetual Care Fund, currently earning around 1.5 % interest.

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:

$$\$432,749.50 \text{ (Principal Sum)} \times 3.0\% \text{ (interest rate)} = \$12,982.49 \text{ (annum interest)}$$

$$\$12,982.49 \text{ (annum interest)} \div 365 \text{ days/year} = \$35.57 \text{ (daily interest accrual)}$$

$$\$35.57 \text{ (daily interest accrual)} \times 45 \text{ days (from March 15 through April 30)} = \$1,600.65$$

(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 1st 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 reserves the right to assert any and all rights, immunities, and defenses it 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

CITY:

ATTEST:

CITY OF CASPER, WYOMING,
A Wyoming Municipal Corporation

By _____
V.H. McDonald
City Clerk

By: _____
Kenyne Humphrey
Mayor

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)

The foregoing Agreement was acknowledged before me this ____ day of March, 2017 by Kenyne Humphrey, as Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____.

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: _____.

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

Loan amount	\$434,350.15
Annual interest rate	3.00%
Loan period in years	15
Number of payments per year	12
Start date of loan	5/1/2017
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$2,999.54
Scheduled number of payments	180
Actual number of payments	180
Total early payments	\$0.00
Total interest	\$105,567.48

LENDER NAME

City of Casper, Wyoming

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
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: _____.

May 6, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director
Fleur Tremel, Deputy Assistant City Manager

SUBJECT: Semi-Annual Update about the Agency Funding Programs in the City *eb*

Recommendation:

For information purposes only.

Summary:

Last August, staff presented updates on the various Agency Funding programs within the City of Casper. The funding requests from these agencies have increased over the past several years, and the program use needs have changed with community growth, societal trends, and the economic climate. City staff and Council recognized the need for more “outcomes-based” reporting to the Council and Casper citizens. Staff and Council worked on a reporting plan for the current agency recipients. This comprised:

- A “mandatory” training session hosted by City staff for all agencies who receive funds about the new protocol and reporting processes. Information packets were distributed with the required forms relevant to each program, report submittal processes and deadlines, and contact information at the City.
- Quarterly Reporting – which includes quantifiable and qualifiable outcomes on program significance, service delivery, impacts to the targeted populations, event and program attendance figures, and recommended correctables .
- Administrative expenses, separated from Program expenses, quantified in a written, annual report to the City Council (to be provided in June of each year).
- Changing the Specific Entity Funding agency agreements which will be approved in the FY18 budget to a Contract for Professional Services which would make the agencies actual contractors with the City.

A semi-annual, “outcomes-based” summary from the quarterly reporting provided by the agencies will be presented. City staff and the agency recipients recognize the importance of these funding programs to the City and its citizens.