

TOWN OF BASIN  
Council Meeting - Regular  
Monday, March 7, 2016  
Town Hall Council Chambers @ 7 PM

Call to Order Regular Session  
Pledge of Allegiance

- 1. Approve Agenda/Additions/Deletions/Adoptions**
- 2. Matters from Staff Members or Council Members, Roundtable**
  - a. Electric Monthly Summary Report, February 2016
  - b. Water Monthly Summary Report, February 2016
  - c. Public Works Summary Report, February 2016
  - d. Administrative Summary Report February 2016
  - e. Municipal Court Report, February 2016
  - f. Police Department Summary Report, February 2016-Stockman's letter
- 3. Public Comments:** The Town Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. No action will be taken on public comments at this meeting.
  - a. Brenda Weber-Dog Ordinance/animal control
  - b. Eugene Schlattmann
- 4. Public Hearing/Bid Opening:** Scrap Metal Bids/Bid Opening
- 5. Committees/Commissions/Departments**
  - a. Planning & Zoning Commission:
    - i. Minutes
    - ii. Letter to Council regarding Building codes
    - iii. Jonathon Faucett
- 6. Conduct of Business**
  - a. Minutes Regular Meeting, February 1, 2016
  - b. Vouchers: \$182,025.20+ Payroll Net \$38,922.12=GT \$220,947.32
  - c. Delinquent/Aging: \$172,059.40 (current), \$34,677.79 (30 days), \$10,535.01 (60+ days) as of 3/3/16
  - d. Water Rights/Zadra
  - e. MEAN-Cost of service Study
  - f. WYDOT-sidewalks Acceptance of Completion
  - g. Policy Manual-Unemployment Claim
- 7. Building Permits:** 1) David Sanders, 815 S 7<sup>th</sup> Street, Gargage-\$25.00  
2) Curt Earl, 604 South 5<sup>th</sup> Street-Tear Down-NO CHARGE

**Executive Session:**

**DEPARTMENT SUMMARY REPORT****DATE: February 2016****Department:** ElectricPrepared By: Stacey Leshner**SUMMARY REPORT**Rebuilt a service at 412 S. 5<sup>th</sup>.

Serviced the motors and compressor at the raw water plant.

Wrecked out 6 spans of bad triplex and restrung 3 spans of triplex for the light at the welcome to basin sign.

Wired in a dry type transformer for the light at the north end sign.

Fixed wiring problem in the control panel at the well.

Patrolled line and got some branches out of the line from the wind storm.

Call out because of wind storm.

Day to day operations.

**SUMMARY OF EXPENSES PRIOR MONTH**

Crum Electric supply: wire and misc. material.

**FISCAL IMPACT TO BUDGET**

Crum: \$304.45

**SUMMARY OF EXPENSES CURRENT MONTH****FISCAL IMPACT TO BUDGET****ONGOING PROJECT(S)**

Tightening hardware and tightening connections on poles.

**PLANNED or PROPOSED PROJECT(S)**

Street lights in front of the fair grounds.

**ATTACHMENTS****AGENDA & SUMMARY REPORT SUBMITTED TO:**

**DEPARTMENT SUMMARY REPORT****DATE: 2/29/16****Department: Public Works**

Prepared By: Steve VanderPloeg

**SUMMARY REPORT**

11 work orders taken and completed

One grave opening

Continued the demolition of the old water plant

Put baffles back in the small water ponds

Maintained the ice rink till it warmed up

2 weekend call outs

Cleaning up the yard east of the railroad tracks

Took the hydraulic ram out of the old garbage truck for Tommerup to repair the seals

Put hydraulic ram back in the old garbage truck

Had a conference call with DEQ, Road runner sanitation and Sherman about our own transfer station

Trimming and mowing dead grass in the cemetery

Sweeping streets

**FISCAL IMPACT TO BUDGET**

None

**SUMMARY OF EXPENSES CURRENT MONTH**

Normal expenses

**ONGOING PROJECT(S)**

Hauling garbage and compost

Meter reading

Chipping branches

Bailing cardboard

**PLANNED or PROPOSED PROJECT(S)**

Straighten head stones in cemetery

Continue cemetery and park clean up

Continue sweeping streets

Continue demolition of the old water plant

Finish servicing all equipment

Trim trees hanging out into the street and alleys

Exercise all water main valves

Blade and haul gravel into muddier alleys

Swapping out and fixing older dumpsters

**ATTACHMENTS**

None

**SUMMARY REPORT SUBMITTED TO:**

1. Council

2. Date: 2/29/16



**DEPARTMENT SUMMARY REPORT**

**DATE: February 26, 2016**

**Department: Administration**

Prepared By: Mike Dellos

**SUMMARY REPORT**

Fixed water leak in district on Orchard bench

Fixed water leak on Montana ave.

Read meters for the district and town

Fixed meters in the district and town

Did many work orders over the month

Did all that EPA required for the towns lead action level exceedance

Normal routine tasks accomplished

**SUMMARY OF EXPENSES PRIOR MONTH**

\$811.83 to various companies

**FISCAL IMPACT TO BUDGET**

normal

**SUMMARY OF EXPENSES CURRENT MONTH**

Inter-Mountain Laboratories-\$934.21

Atco International-\$247.50

**FISCAL IMPACT TO BUDGET**

normal

**ONGOING PROJECT(S)**

none

**PLANNED or PROPOSED PROJECT(S)**

none

**ATTACHMENTS**

**ANNOUNCEMENTS:**

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

1. Who: Danielle Chapman

2. Date: 2/26/2016

**DEPARTMENT SUMMARY REPORT****DATE: 2/29/16****Department: Administration**

Prepared By: Danielle Chapman

**SUMMARY REPORT**

Health Insurance, working on budget. I have collected 2 department numbers, and also my own. We are still waiting for the numbers from WAM. Server work is being done and we rerouted the SCADA wiring after the remodel. The new Code books should be here in the next couple of weeks.

**SUMMARY OF EXPENSES PRIOR MONTH**

Normal Expenses

**FISCAL IMPACT TO BUDGET**

None

**SUMMARY OF EXPENSES CURRENT MONTH**

Normal Expenses

**FISCAL IMPACT TO BUDGET**

None

**ONGOING PROJECT(S)**

Budget Prep, 2 electric reports, reorganizing of the vault. Refunds for electric, doing 2014 now and finishing the second month for 2015 and then will do the 3<sup>rd</sup> month for 2015.

**PLANNED or PROPOSED PROJECT(S)**

Vault, budget, issuing refund to residential electric. Cross training for Caselle and learning cash receipting.

**ANNOUNCEMENTS:** The Bank gave us another desk and we were able to swap out Teri's desk so it is more ADA friendly to her needs.

**AGENDA & SUMMARY REPORT SUBMITTED TO:**

1. Who: Council
2. Date: 3/7/16



## **BASIN POLICE DEPARTMENT**

P.O. Box 528  
202 S. 3<sup>rd</sup> St.  
Basin, Wyoming 82410

Phone 307-568-2341  
Fax 307-568-2274

February 16, 2016

COPY

**STOCKMAN'S BAR & LOUNGE**  
**105 SOUTH 4TH STREET**  
**BASIN, WYOMING 82410**

**RE: FURNISHING ALCOHOL TO MINORS - LIQUOR LICENSE**

Stockman's Bar & Lounge:

The Basin Town Council recently held a Public Hearing for the purpose of reviewing the renewal of liquor licenses issued by the Town of Basin. The liquor license held by Stockman's Bar & Lounge was up for renewal and discussed during the hearing.

It came to the attention of the Basin Town Council that this establishment has failed the past four (4) Alcohol Compliance Checks by selling alcohol to minors. Citations were issued for two (2) of these instances.

Please be advised that the Basin Town Council is concerned about these compliance failures and will be advised of any further problems in this area. The Town is very concerned about alcohol getting into the hands of minors. Please understand that your Liquor License may be in jeopardy should this pattern of non-compliance continue.

It is recommended that all employees involved with serving alcohol attend an Alcohol Server Training Program to become informed about how to avoid serving alcohol to minors. Training for servers is available and the Basin Police Department would be more than willing to schedule this training for the employees of your establishment. Just contact the Basin Police Department to coordinate this training.

Please contact Chief Chris Kampbell with any questions or concerns.

Sincerely yours,

Chris Kampbell  
Basin Chief of Police

cc: Basin Mayor/Council  
Kent A. Richins - Town Attorney

The Town of Basin will be accepting sealed bids for the following:

- 1) old dumpsters and Scrap Metal AS A WHOLE

This scrap metal is AS IS and WHERE IS. No warranty expressed or implied. You are responsible for moving. Sealed bids must be delivered or mailed to: Town of Basin, %Danielle Chapman, PO Box 599 or 209 S. 4<sup>th</sup> St, Basin, WY 82410 and received by no later than March 7, 2016 by 5 PM. The bids will be opened at the March Regular Council Meeting March 7, 2016 at 7:00 PM.



## **Town of Basin**

### **Planning and Zoning Board**

February 23, 2016

Meeting minutes:

Call to order 6:55 PM

Attending: CJ Duncan, Carl Olsen, John Vanlandingham, Chris Kampbell, Darrell Rapp, Roger Stickney

Minutes of January 26, 2016 read and accepted. Moved by Carl and seconded by Darrell vote unanimous

Old Business:

The board entered into a discussion of coming state enforcement and inspection of building codes. Members questioned as to whether the state would require local municipalities to submit copies of building permits to the state inspector and if the state would impose a stricter code than perhaps the town would want.

After discussion, Carl moved that the board should write a letter to the council expressing the concerns of members and urging the council to take action on prior recommendations from the P & Z as well as acting proactively on enacting local codes for the town. The motion was seconded by Roger and passed unanimously.

New Business:

The board considered the letter from Jonathon Fausett regarding his purchase and relocation of a 1993 model year mobile home. After research of the current code regarding mobile homes within the town the board determined that Mr. Fausett's proposal did not violate town ordinances. Carl moved to recommend to the council that they grant approval for the move. The motion was seconded by Chris and passed unanimously.

Round Table:

The board engaged in a discussion of how the town office staff interacted with the public over scheduling of repairs and services. The board wondered if perhaps better direction of the staff by the council would improve attitudes and smooth the process for residents.

February 23, 2016 minutes continued:

The board discussed the apparent reluctance on the part of the council to move forward with the master plan and expressed concern that the town needed to work toward the future for the benefit of all.

Meeting adjourned at 8:11 PM

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Vanlandingham", with a long horizontal flourish extending to the right.

John Vanlandingham, Secretary

## Town of Basin

### Planning and Zoning Board

February 24, 2016

Honorable Mayor and members of the Council of the town of Basin,

As the council is aware, the State of Wyoming is currently in the process of filling the vacant position of State Fire Inspector for the Bighorn basin. The new inspector's duties are being expanded to include the inspection and enforcement of building codes in our area. While the extent of the new inspector's authority and jurisdiction is unclear at this time, there can be no doubt that this expansion of the inspection office will impact our community.

The planning and zoning board has been working over the past 18 months to provide the council with building codes and contractor licensing requirements as we have been directed by the town. To date, there has been no action by the council regarding these recommendations.

The board is now urging the members of the council to not only take action on the code recommendations currently before them but to also be proactive in adopting a building code for the town. It is the opinion of planning and zoning board members that the town of Basin will be better served if a current building code requirement is in place prior to the implementation of state mandated and enforced codes.

The members of the planning and zoning board are available to provide such advice and code recommendations as the council may need to assist them in serving the citizens of our community.

Respectfully,

A handwritten signature in black ink, appearing to be 'CJD', followed by a long horizontal line.

C. J. Duncan, Chairman

A handwritten signature in black ink, appearing to be 'JAV', followed by a long horizontal line.

John A. Vanlandingham, Secretary

## Town of Basin

### Planning and Zoning Board

February, 24, 2016

Honorable Mayor and council of the Town of Basin

On February 23, 2016, the planning and zoning board reviewed the letter from Jonathon Fausett of Basin regarding the relocation of a 1993 model year mobile home from its current location of 607 Rue Avenue within the town of Basin to a mobile home lot at 735 North 8<sup>th</sup> Street lot 17 in the town of Basin.

The board's review of current ordinances regarding mobile homes within the town found that mobile homes manufactured prior to 1996 are prohibited from being moved into the town limits. The ordinance further states that existing mobile homes manufactured prior to 1996 currently located within the town limits are considered to be grandfathered and not subject to the ordinance unless the mobile home in question is deemed to be a safety and/or health hazard. As the mobile home Mr. Fausett is proposing to relocate is currently located within the town limits and neither a health nor a safety hazard, the board finds no reason to deny Mr. Fausett's request.

It is the recommendation of the board that the council grant this request.

Cordially,

A handwritten signature in black ink, appearing to read 'CJD', followed by a long horizontal flourish.

C. J. Duncan Chairman

A handwritten signature in black ink, appearing to read 'JAV', followed by a long horizontal flourish.

John A. Vanlandingham, Secretary

February 14, 2016

To the Members of the City Council of the Town of Basin:

My name is Jonathon Fausett and I would like to address the City Council about buying a 1993 16x80 mobile home from David & Heather Sanders, located at 607 Rue Ave. I would like to buy this mobile and home and move it to my lot at 735 North 8<sup>th</sup> Street Lot #17.

It is my understanding that town ordinances state that it must be a <sup>1994</sup>~~1997~~ or newer to be moved into town. I am asking permission to be able to move this 1993 trailer approximately 2 blocks, as it is already in the town limits. This mobile home is in very good condition and looks clean and nice, so to move it onto my lot would not be devaluing any of the other properties surrounding it.

Once again I would like to ask permission to move this 1993 16x80 mobile home from 607 Rue Ave, Basin to 735 North 8<sup>th</sup> Street Lot #17, Basin. I appreciate your consideration in this matter and await your timely answer.

Thank you,

Jonathon Fausett

  
307-272-1179

## TOWN OF BASIN

### Council Meeting – Regular Minutes

Monday, February 1, 2016

Town Hall Council Chambers @ 7:00 PM

A Regular Meeting of the Town of Basin Council was held in the Council Chambers of the Town Hall in Basin, Wyoming on Monday, February 1, 2016 at 7:00 PM.

Council Members present: **Mayor Dennis Peters, Bill Stoelk, Phil Juillard, Brent Godfrey and Roger Stickney.**

Also present were Kynli Smith, Clerk Danielle Chapman, Police Chief Chris Kampbell, Stacey Leshner, Steve Vanderploeg, Mike Dellos, Sherman Allred, Jesse Frisbee, Andy DeGraw, Tony Anson, Jeff Grant and Barbara Burbridge, Darryl Rapp, Bridger Ward, Powell Valley Recycling, Brian and Robin Williams, and Town Attorney Kent Richins.

The Meeting was called to order at 7:00 PM.

Motion to Approve the Agenda by Brent Godfrey, seconded by Roger Stickney and the vote was unanimous.

School District land valuation discussion. Bill Stoelk made a motion to approve the purchase price of \$34,500.00 for 15.09 acres and to Authorize Mayor Peters and Danielle Chapman to sign the purchase contract with School District #4, Brent Godfrey seconded and the motion carried unanimously.

The Council received updates from the Department Heads.

Public Comment: Powell Valley recycling gave the Council and update on their operation in Powell. Barbara Burbridge and Jeff Grant approached the Council regarding the Antelope Butte foundation.

Planning & Zoning: Review of January 26, 2016 minutes.

Minutes from the Regular meeting January 4, 2016. Brent Godfrey made a motion and Roger Stickney seconded and the vote was unanimous.

Vouchers \$354,581.53+ Payroll Net \$35,191.82=GT \$389,773.35 Bill Stoelk made a motion to accept the vouchers and payroll, Brent Godfrey seconded and the vote was unanimous.

The Council reviewed the delinquent accounts.

Ordinance 638, 3<sup>rd</sup> Reading, Charter franchise. Brent Godfrey made a motion to accept this on 3<sup>rd</sup> Reading, Roger Stickney seconded and the motion carried.

Resolution 2016-0201-01. A resolution completing the 35 kV loop feed project with Wells Fargo and relinquishing the remaining balance to be applied to the principal amount owing. Brent Godfrey made a motion to pass Resolution 2016-0201-01 as presented, Bill Stoelk seconded and the motion carried.

Patriot Cemetery Easement request: Roger Stickney made a motion to pass and file the easement for the Right of Way regarding general public to the Patriot Cemetery. This will be filed by Town Clerk, Danielle Chapman as soon as it is paid for by the requesting party. Brent Godfrey seconded and the motion carried unanimously.

Sherman Allred asked permission from the Council to research and contact the state regarding the irrigated water for Barbara Sims. It was the consensus for Sherman to move forward.

Building Permits: Rosemary Newton, 453 N 5<sup>th</sup> Street-Tear Down, Bill Stoelk made a motion to refund the money to Ms. Newton and to continue with the tear down, Brent Godfrey seconded and the motion carried.

Brent Godfrey made a motion to enter into executive session at 8:15 PM regarding Personnel and Potential Litigation, Roger Stickney seconded. And the motion passed.

Exit executive session at 8:43 PM

There being no further business to discuss, Phil Juillard made a motion to adjourn the meeting at 8:45 PM, Brent Godfrey seconded and the motion carried with a unanimous vote.

---

Dennis Peters, Mayor

---

Danielle Chapman, Clerk

TOWN OF BASIN-Council/Special Meeting  
Monday, January 1, 2016  
Town Hall Council Chambers @ 6:30 PM

The Meeting was called to order 6:30 PM

Roll Call: **Council Members: Mayor Dennis Peters, Bill Stoelk, Phil Julillard, Brent Godfrey and Roger Stickney. Also Present: Danielle Chapman, Chris Kampbell, Kent Richins and Sherman Allred.**

The purpose of the meeting was in Regards to the 2016 Annual Liquor Permit Approval and Public Hearing.

Public Hearing open at 6:35 PM. Closed at 6:36 PM.

Discussion ensued from Police Chief Chris Kampbell regarding compliance checks and how many have been failed with Stockman's bar. Roger Stickney made a motion to pass the liquor Permits as presented. Motion died. Bill stoelk made a motion to accept the Liquor permits as presented, but to write a letter to Stockman's placing them on probation and that the owner and the employees comply with the TIPS program, Roger Stickney seconded and the motion carried unanimously.

There being no further business to discuss, Bill Stoelk motioned to adjourn at 6:53 PM. Brent Godfrey seconded and the vote was unanimous.

---

Dennis Peters, Mayor

---

Danielle Chapman, Clerk



**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR ELECTRIC RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the Town of Basin, Wyoming, hereinafter called "Municipality."

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

**2.1 Responsibilities of NMPP**

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Executive Summary, which will present the Financial Plan, first to the Municipality's staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Report including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality's staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- ☒ Electric study
- ☐ Water study
- ☐ Wastewater study
- ☐ Water and Wastewater study
- ☐ Trash study
- ☐ Natural Gas study

## 2.2 Responsibilities of Municipality

- 2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 4. FEES AND PAYMENT

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

<b>Total Fee for Section 2.1 Services</b>	<b>Current Municipal Energy Agency of Nebraska ("MEAN") Funding (subject to change per Section 4.7)</b>	<b>Municipality eligible for MEAN funding as of date of execution of the Agreement</b>	<b>Total Fee Due from Municipality for Section 2.1 Services</b>
\$5,900.00	50% <sup>1</sup>	<input checked="" type="radio"/> Yes / No	\$2,950.00 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Executive Summary, including the Financial Plan, to the Municipality's staff and/or the rate making authority, with the balance invoiced after delivery of the Final report and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality's objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality's sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 Any notice required under this Agreement will be in writing, addressed to the appropriate Party at its address on the signature page and given personally, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties. This Agreement shall supersede, terminate and replace that certain Agreement for Cost of Service and Rate Design Study executed as of September 28, 2011 between NMPP and Municipality.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

TOWN OF BASIN, WYOMING

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

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



## Acceptance Certificate

Town of Basin, WY

hereby accepts project STP-E-N345105 & STP-GM-B135001 &  
ARSCT-N345A03 Basin Streets

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, as completed in  
accordance with plans and specifications prepared by the Wyoming Department of Transportation.

Wyoming Department of Transportation

\_\_\_\_\_  
(District Engineer)

\_\_\_\_\_  
(Mayor or Chairman)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

# BUILDING PERMIT APPLICATION

JURISDICTION OF TOWN OF BASIN, WYOMING

Phone 568-3331

PERMIT NO.

OWNER  
JOB ADDRESS

Applicant to complete numbered spaces only.

JOB ADDRESS 815 S 7th St.							
1	DESC	LOT NO	BLK	TRACT	( ) SEE ATTACHED SHEET		
2	OWNER David Sanders	MAIL ADDRESS P.O. Box 695; Basin		ZIP 82410	PHONE 272-3124		
3	CONTRACTOR " "	MAIL ADDRESS		PHONE			
4	ARCHITECT OR DESIGNER " "	MAIL ADDRESS		PHONE			
5	ENGINEER " "	MAIL ADDRESS		PHONE			
6	BUILDING SET BACKS	FRONT (20 Ft. Min.)	SIDE (5 Ft. Min.)	SIDE (5 Ft. Min.)	REAR (5 Ft. Min.)	BUILDING DIMENSION LENGTH 32	WIDTH 24
7	Basement:	Yes <input checked="" type="checkbox"/> No	Foundation:	Conc. <input checked="" type="checkbox"/> Block	Roof:	Comp. <input checked="" type="checkbox"/> Builtup	
8	Class of work:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> REPAIR <input type="checkbox"/> MOVE <input type="checkbox"/> REMOVE <input type="checkbox"/> FENCE					
9	Use of Building:	Residential garage					
10	Describe work:	Pour concrete monolithic slab on grade; construct 24 x 32 x 10 detached garage on east side of house					
11	Valuation of work:	\$ 24,000					

REMARKS AND SPECIAL CONDITIONS:

PLEASE ATTACH PLANS AND SPECIFICATIONS FOR PERMANENT RECORD OF CONSTRUCTION

AGREEMENT:		PLANS CHECKED BY:		PERMIT FEE:	
<p>This permit becomes null and void if work or construction authorized is not commenced within 120 days, or if construction or work is suspended or abandoned for a period of 365 days at any time after work is commenced.</p> <p>The undersigned hereby agrees that the proposed work shall be done in accordance with the plans and specifications and statement herewith submitted and in conformity with the provisions of the city ordinances pertaining to the erection of buildings in the Town of Basin, Wyoming. Demolition work to be completed in 30 days unless otherwise noted under remarks.</p> <p><i>David Sanders</i> APPLICANT (DATE) 2/29/16</p> <p><i>SB VCB</i> BUILDING OFFICIAL (DATE)</p>		TYPE OF CONST	OCCUPANCY GROUP	DIVISION	
		SIZE OF BLDG SQ. FT.	NO. OF STORIES	MAXIMUM OCCUPANCY	
		FIRE ZONE	USE ZONE	FIRE SPRINKLERS REQUIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		NO. OF DWELLING UNITS	OFF STREET PARKING SPACES REQUIRED      FURNISHED		
		GARAGE	ATTACHED <input type="checkbox"/> DETACHED <input type="checkbox"/>	DOUBLE <input type="checkbox"/> SINGLE <input type="checkbox"/>	
		FOOTING	DATE		
		FRAMING	DATE		
		FINISH	DATE		
FINAL	DATE				

When Properly Validated (in this space) This Is Your Permit

# BUILDING PERMIT APPLICATION

JURISDICTION OF TOWN OF BASIN, WYOMING

Phone 568-3331

Applicant to complete numbered spaces only.

PERMIT NO.

OWNER  
JOB ADDRESS

JOB ADDRESS 604 S 5th							
1	DESC	LOT NO	BLK	TRACT	( ) SEE ATTACHED SHEET		
2	OWNER Curt Earl	MAIL ADDRESS PO Box 452 Basin		ZIP 82410	PHONE 921-9716		
3	CONTRACTOR	MAIL ADDRESS		PHONE			
4	ARCHITECT OR DESIGNER	MAIL ADDRESS		PHONE			
5	ENGINEER	MAIL ADDRESS		PHONE			
6	BUILDING SET BACKS	FRONT (20 Ft. Min.)	SIDE (5 Ft. Min.)	SIDE (5 Ft. Min.)	REAR (5 Ft. Min.)	BUILDING DIMENSION	LENGTH WIDTH
7	Basement:	Yes No	Foundation:	Conc. Block	Roof:	Comp. Builtup	
8	Class of work: <input type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> REPAIR <input type="checkbox"/> MOVE <input checked="" type="checkbox"/> REMOVE <input type="checkbox"/> FENCE						
9	Use of Building:						
10	Describe work: Tearing Down House in a year new house to be started.						
11	Valuation of work: \$						

## REMARKS AND SPECIAL CONDITIONS:

Needs permit before new construction

Steve Vanderploeg 2/29/16

PLEASE ATTACH PLANS AND SPECIFICATIONS FOR PERMANENT RECORD OF CONSTRUCTION

AGREEMENT:			PLANS CHECKED BY:		PERMIT FEE:	
<p>This permit becomes null and void if work or construction authorized is not commenced within 120 days, or if construction or work is suspended or abandoned for a period of 365 days at any time after work is commenced.</p> <p>The undersigned hereby agrees that the proposed work shall be done in accordance with the plans and specifications and statement herewith submitted and in conformity with the provisions of the city ordinances pertaining to the erection of buildings in the Town of Basin, Wyoming. Demolition work to be completed in 30 days unless otherwise noted under remarks.</p> <p><i>Nicola E Earl</i> APPLICANT <i>SA</i> BUILDING OFFICIAL 2/29/16 (DATE)</p>			TYPE OF CONST	OCCUPANCY GROUP	DIVISION	
			SIZE OF BLDG SQ. FT.	NO. OF STORIES	MAXIMUM OCCUPANCY	
			FIRE ZONE	USE ZONE	FIRE SPRINKLERS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	
			NO. OF DWELLING UNITS	OFF STREET PARKING SPACES REQUIRED FURNISHED		
			GARAGE	ATTACHED <input type="checkbox"/> DETACHED <input type="checkbox"/>	DOUBLE <input type="checkbox"/> SINGLE <input type="checkbox"/>	
			FOOTING	DATE		
			FRAMING	DATE		
			FINISH	DATE		
FINAL	DATE					

When Properly Validated (in this space) This Is Your Permit