

REGULAR COUNCIL MEETING  
 Tuesday, October 18, 2016  
 6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

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

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

2015 CITY COUNCIL GOALS

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

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

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

<b>Council Goals Scorecard</b> <i>Actions since 5/5/2015</i>
<b>27</b>
<b>181</b>
<b>64</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 27, 2016 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 10, 2016
4. CONSIDERATION OF MINUTES OF THE OCTOBER 4, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 11, 2016
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY - POLICE OFFICER OF THE YEAR AND FIRE-EMS FIREFIGHTER OF THE YEAR
7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish November 1, 2016 as the Public Hearing Date for Consideration of:
  - a. **Council-Initiated Zone Change** of Multiple Properties Located in the **Old Yellowstone District and South Poplar Street Corridor**.
2. Establish November 15, 2016, as the Public Hearing Date for Consideration of:
  - a. Transfer of Ownership and Location for **Retail Liquor License No. 32** from Western States, Inc. d.b.a. **Ramada Plaza Riverside**, Located at 300 West 'F' Street to Roaring 22, Inc., d.b.a. **Roaring 22**, Located at 314 West Midwest Avenue.
  - b. Issuance of a New **Resort Liquor License No. 5** to Western States, Inc. d.b.a. **Ramada Plaza Riverside**, Located at 300 West 'F' Street.

8. PUBLIC HEARINGS

A. Ordinance

1. Zone Change of **Lots 1-3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2, Phase 2**; Located at **1725, 1625, 1575, 1525, and 4911 Yesness Court**, from C-2 (General Business) to R-2 (One Unit Residential).

8. PUBLIC HEARINGS (continued)

B. Minute Action

1. Transfer of Ownership for **Retail Liquor License No. 3**, from Poor Boys Holdings, LLC, d.b.a. **Poor Boy’s Steakhouse**, Located at 739 North Center to **Triple C Food & Beverage, LLC**, Located at **739 North Center**.
2. Transfer of Ownership for **Retail Liquor License No. 18**, from Casper Hospitality Group, LLC, d.b.a. **Wonder Bar**, Located at 256 South Center to **3OH7 Hospitality, LLC**, Located at **256 South Center**.

2015 Goals		
Downtown	Infrastructure	Recreation

9. SECOND READING ORDINANCE

A. Consent

1. Zone Change of **Lots 5 & 6, Standard Oil Co. Subdivision**, Located at **911 CY Avenue and 1535 South Poplar Street**, from R-2 (One Unit Residential) to C-2 (General Business).

10. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement with **Casper Coyotes Junior Hockey, LLC**, for Use of the **Casper Ice Arena**.
2. **Sewer Line and Water Line Easement Termination and Relocation Agreement** between the City of Casper and **ANB Bank**.
3. Authorizing a Grant Agreement with **Wyoming Office of Homeland Security**, in the Amount of \$210,000, for the Purchase of **Hazardous Materials/Weapons of Mass Destruction Response Equipment and Training**.
4. Authorizing Change Order No. 3 with **Powder River Construction, Inc.**, for a Time Extension of 54 Days to the **School Walkability Project**.
5. Approving a Natrona County Plat, “**Bypass Industrial Park No. 2.**”
6. Authorizing Acceptance of **Grant Funds** from the State of Wyoming Office of the Attorney General, **Division of Victim Services**, in the Amount of \$87,562.

2015 Goals		
Downtown	Infrastructure	Recreation
		X
X	X	

2015 Goals		
Downtown	Infrastructure	Recreation

10. RESOLUTIONS (continued)

A. Consent

7. Authorizing Acceptance of a **Grant** from the **Edward Byrne Memorial Justice Assistance Grant** from the Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, in the Amount of \$20,763.
8. Authorizing a **Memorandum of Understanding** with **Natrona County** for the Shared use of Funds Being Provided by the **Edward Byrne Memorial Justice Assistance Grant**, in the Amount of \$20,763.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

- 6:00 p.m. Tuesday, November 1, 2016 – Council Chambers
- 6:00 p.m. Tuesday, November 15, 2016 – Council Chambers

**Work sessions**

- 4:30 p.m. Tuesday, October 25, 2016 – Council Meeting Room
- 4:30 p.m. Tuesday, November 8, 2016 – Council Meeting Room

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**ZONING CLASSIFICATIONS**

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
September 27, 2016

Casper City Council met in special session at 6:00 p.m., Tuesday, September 27, 2016. Present: Cathey, Hopkins, Johnson, Miller, Heili, Humphrey, Powell, and Mayor Sandoval.

Moved by Councilman Miller, seconded by Councilman Johnson, to, by minute action, excuse the absence of Councilman Pacheco. Motion passed.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Mayor Sandoval recognized Casper Events Center staff members for their hard work and dedication to the City of Casper over the past 34 years. Mayor Sandoval presented staff members with certificates acknowledging this honor.

Following resolution read:

RESOLUTION NO. 16-233  
A RESOLUTION AUTHORIZING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, AND GLOBAL SPECTRUM L.P., D/B/A SPECTRA VENUE MANAGEMENT, FOR THE CASPER EVENTS CENTER.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Miller. City Manager McDonald provided a brief report.

Council discussed the item briefly and voted on the resolution. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the Fiscal Year 2017 Budget Adjustments related to the Casper Events Center.

City Attorney Luben entered two (2) exhibits: correspondence from Kirk Gunderson, to V.H. McDonald, dated September 27, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 16, 2016. City Manager McDonald provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-234  
A RESOLUTION AMENDING THE FISCAL YEAR 2017 BUDGET OF THE CITY OF CASPER, AND AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER.

Councilman Cathey presented the foregoing resolution for adoption. Seconded by Councilman Johnson. Motion passed.

Mayor Sandoval noted the Press Conference that will be held in the City Hall lobby directly following the Special Council Meeting.

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

The meeting was adjourned at 6:46 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Daniel Sandoval  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
October 4, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 4, 2016. Present: Cathey, Heili, Hopkins, Humphrey Johnson, Pacheco, Powell, and Mayor Sandoval. Absent: Councilman Miller.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by minute action, excuse the absence of Councilman Miller. Motion passed.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Pacheco, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the September 20, 2016, regular Council meeting, as published in the Casper-Star Tribune on September 26, 2016. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, approve payment of the October 4, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims		
10/04/16		
5TrailsRotary	Services	\$350.00
71Construction	Projects	\$58,907.83
A-1	Services	\$110.00
ACSGovtSys	Goods	\$15,740.00
AllansConcrete	Services	\$2,000.00
AMBI	Services	\$98.39
ArrowheadHeating	Services	\$180.00
ASteelman	Refund	\$50.57
AtlanticElectric	Services	\$545.00
B&BSales	Services	\$3,094.43
Balefill	Services	\$132,213.12
BankOfAmerica	Goods	\$235,957.94
BigWind	Services	\$30.00
BJones	Refund	\$5.31
Brenntag	Goods	\$93,452.04
BrnInjAssocofWy	Funds	\$4,752.20
Burns&McDonnellEngineering	Services	\$16,094.32
CasperHousingAuth	Projects	\$560.00
CasperPubSafetyComm	Services	\$2,497.16
CasperPubUtilities	Services	\$125.54
CATC	Funding	\$146,813.00
CDWGvmt	Goods	\$205.80
Century21	Refund	\$59.71
Centurylink	Services	\$1,273.08

CHanamaikai	Reimb	\$76.37
ChildrensAdvocacyProject	Funding	\$36,000.00
CIGNA	Services	\$12,308.30
CityofCasper	Services	\$10,477.34
CivilEngineeringProfessionals	Projects	\$78,749.33
CKMechanical	Services	\$441.00
CMaib	Refund	\$22.20
CollectionCenter	Services	\$578.77
Comtronix	Services	\$827.47
Dankeney	Refund	\$50.00
DeltaDental	Services	\$49,744.00
DPCIndustries	Goods	\$21,986.50
DRaatz	Reimb	\$75.00
DvdsnFxdMgmt	Services	\$6,203.56
FirstData	Services	\$10,717.39
FirstInterstateBank	Services	\$6,322.89
GGriswold	Refund	\$43.32
GolderAssociates	Services	\$12,058.73
GreenTreeArbor	Services	\$436.19
GSGArchitecture	Services	\$24,816.33
Hach	Goods	\$650.67
HealthSolutions	Services	\$1,080.00
HoleshotLawnCare	Services	\$1,953.64
Homax	Goods	\$2,456.05
Installation&Svc	Projects	\$19,282.50
IntegrityTank	Supplies	\$19,950.92
ITCElec	Services	\$2,539.26
JMaki	Reimb	\$200.00
JTLGroup	Services	\$167,546.69
JVolk	Refund	\$60.07
JWatters	Refund	\$527.15
K Suba	Reimb	\$40.89
KHancock	Refund	\$56.80
KubwaterResources	Goods	\$9,678.03
LaborReady	Services	\$1,095.99
Leonbro	Services	\$100,780.20
LevisBackhoe	Services	\$7,500.00
LnclnNtlLife	Services	\$290.50
LSCTrans	Svc	\$5,749.95
MAllen	Refund	\$500.00
McMurryReadyMix	Goods	\$237.00
MOgden	Reimb	\$186.55
NationalBenefitServices	Services	\$563.00
NCHealth Dept	Funding	\$540,000.00
NevesUniforms	Goods	\$3,447.79
OneCallofWy	Services	\$1,287.00
PBrooker	Services	\$300.00

PBynum	Refund	\$1,029.68
PepperTank	Goods	\$150.00
Pepsi	Goods	\$1,950.50
PlatteRiverCrossing	Funding	\$4,102.88
Pntwrks	Services	\$362.01
PostalPros	Services	\$11,410.79
ProFlooring	Services	\$19,417.00
R Shellenberger	Reimb	\$36.00
RLiechty	Refund	\$50.57
RMattox	Refund	\$14.58
RockyMtnPower	Services	\$112,887.82
SchererBroConst	Goods	\$7,422.00
SchwartzBonWalkerStuder	Services	\$4,474.65
SeniorPatientAdvocates	Services	\$450.00
ShoshoneDistributing	Goods	\$1,131.00
SkylineRanches	Services	\$245.74
SourceGas	Services	\$15,627.18
SpectraVenue	Services	\$182,613.00
SStewart	Refund	\$43.81
StealthPartnerGroup	Services	\$58,052.10
SWells	Services	\$4,000.00
SWheeler	Reimb	\$594.00
SyscoFoodSvcs	Goods	\$2,318.08
TElhart	Reimb	\$186.70
Terracon	Goods	\$290.00
UrbanInteractive	Services	\$250.00
VentureTech/ISC	Services	\$1,362.72
VentureTechnologies	Goods	\$625.77
VisionServicePlan	Services	\$1,660.70
WardwellWater&Sewer	Services	\$136.60
WasteWaterTreatment	Funding	\$301,560.24
WERCSCCommunications	Services	\$1,527.50
WesternBusiness	Services	\$495.00
WesternWaterConsult	Services	\$54,577.04
WestlandPark	Services	\$1,650.57
WestPlainsEngineering	Services	\$300.00
WorthingtonLenhart&Carpenter	Services	\$10,242.75
WScott	Refund	\$38.16
WyChldFmlyDev	Funds	\$898.96
WYDOT	Services	\$2,395.05
WYFdBnk	Funding	\$91,475.00
WyLawEnforcementAcademy	Services	\$620.00
WYWtrQlty	Goods	\$1,340.00
YouthCrisisCenter	Funding	\$4,478.60
ZLowndes	Reimb	\$376.88
		\$2,779,882.41

Mayor Sandoval greeted members of the Casper Historic Preservation Commission (CHPC), and described the remarkable amount of work they carried out to nominate the Downtown Historic District for the National Register of Historic Places. He then congratulated them in their receipt of the Wyoming Preservation Award which was presented at the Preserve Wyoming Conference. Next he presented Peggy Brooker with a certificate of recognition for her 26 years of service with the CHPC, and thanked her for her preservation efforts in the community.

Moved by Councilman Heili, seconded by Councilman Hopkins, to, by minute action, establish October 18, 2016, as the public hearing date for the consideration of:

a. zone change of Lots 1-3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2, Phase 2; located at 1725, 1625, 1575, 1525, and 4911 Yesness Court, from C-2 (General Business) to R-2 (One Unit Residential); and,

Establish November 1, 2016, as the public hearing date for consideration of:

a. transfer of ownership for Microbrewery License No. 1 for Wyoming State Brewing Company, LLC, d.b.a. Wyoming State Brewing Company, located at 256 South Center Street;

b. issuance of new Restaurant Liquor License No. 31, to Himalayan Indian Cuisine, LLC, d.b.a. Himalayan Indian Cuisine, located at 232 East 2<sup>nd</sup> Street, Suite 100B; and

c. issuance of new Restaurant Liquor License No. 9, to Shogun Restaurant Management, Inc., d.b.a. Shogun Restaurant, located at 3095 Talon Drive, Suite 400.

Motion passed.

Mayor Sandoval opened the public hearing for the sale of City-owned property generally located between Ash and Walnut Streets, and south of Midwest Avenue in the Old Yellowstone District, described as approximately 6.16 acres located within the W1/2 and SE1/4 NW1/4 of Section 9, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated September 30, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 28, 2016. City Manager McDonald provided a brief report.

The following citizens asked for further details about the terms and conditions of the sale: Pat Sweeney, 951 N. Kimball; Dennis Steensland, 533 S. Washington; and Keith Goodenough, 333 S. Socony.

Speaking in opposition was Keith Rolland, 542 S. Durbin. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-235

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT AND OTHER NECESSARY DOCUMENTS FOR THE SALE OF CITY-OWNED PROPERTY TO THE STATE OF WYOMING.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. Motion passed.

Mayor Sandoval opened the public hearing for the transfer of ownership of an Achilles SG-140 inflatable boat with Mercury motor and trailer and six (6) sets of dive gear to the Natrona County Sheriff's Office.

City Attorney Luben entered two (2) exhibits: correspondence from Kenneth King, to V.H. McDonald, dated September 7, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 28, 2016. City Manager McDonald provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-236  
A RESOLUTION AUTHORIZING THE TRANSFER OF  
OWNERSHIP OF THE FIRE-EMS DEPARTMENT'S  
INFLATABLE BOAT AND SURPLUS DIVE GEAR TO THE  
NATRONA COUNTY SHERIFF'S DEPARTMENT.

Councilman Cathey presented the foregoing resolution for adoption. Seconded by Councilman Humphrey. Councilman Johnson abstained from voting. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of zone change of Lots 5 & 6, Standard Oil Co. Subdivision, located at 911 CY Avenue and 1535 South Poplar Street, from R-2 (One Unit Residential) to C-2 (General Business).

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated September 23, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated September 20, 2016. City Manager McDonald provided a brief report.

Speaking in support was Dennis Baker, 550 N. Poplar. There being no others to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 11-16  
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS  
5 AND 6 OF THE STANDARD OIL COMPANY SUBDIVISION  
IN THE CITY OF CASPER, WYOMING.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Johnson.

Mayor Sandoval asked Craig Collins, Casper City Planner, how this zoning split of a property could occur. Mr. Collins indicated that it was likely broadly applied based on a map and that the specific details were not examined at the time. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership for Retail Liquor License No. 35, from the City of Casper, d.b.a. Casper Events Center, located at 1 Events Drive to Global Spectrum L.P., d.b.a. Casper Events Center, located at 1 Events Drive.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated September 27, 2016, an affidavit of publication, as published in the Casper-Star Tribune, dated September 28, 2016, an affidavit of website publication, as published on the City of Casper website, dated September 20, 2016, and the Liquor License application filed September 12, 2016. City Manager McDonald provided a brief report.

Dennis Steensland, 533 S. Washington, asked Council about the split of profits from liquor sales at the Casper Events Center. There being no others to speak for or against the issue, the public hearing was closed.

Moved by Councilman Heili, seconded by Councilman Cathey, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 35. Motion passed.

The following ordinances were considered, on third reading, by consent agenda.

ORDINANCE NO. 9-16

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED WOLF CREEK EIGHT ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to replat Lots 3 and 4, and West 37th Street in Mountain Plaza Addition No. 5; and Lot 11 in Mountain Plaza Addition No. 6; to create the Wolf Creek Eight Addition, City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone all of the above described lots from zoning classifications PUD (Planned Unit Development), C-2 (General Business), and OB (Office Business) to R-2 (One Unit Residential); and,

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

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

WHEREAS, Ordinance Numbers 17-14 and 18-14 should be rescinded; and,

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

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

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

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

Ordinance Number 17-14 and Ordinance 18-14 are hereby rescinded, and of no further force or effect.

SECTION 4:

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

PASSED on 1st reading the 6<sup>th</sup> day of September, 2016.

PASSED on 2nd reading the 20<sup>th</sup> day of September, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 4<sup>th</sup> day of October, 2016.

ORDINANCE NO. 10-16

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED CENTRAL WYOMING RESCUE MISSION ADDITION, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots K-T, Block 59 of the Eddings Subdivision, to create Central Wyoming Rescue Mission Addition, City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone the portion of the proposed Central Wyoming Rescue Mission Addition formerly described as Lots Q, R, S and T, Block 59 of the Eddings Subdivision, from M-1 (Limited Industrial) to C-3 (Central Business); and,

WHEREAS, a written subdivision agreement for Central Wyoming Rescue Mission Addition will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

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

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

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

SECTION 3:

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

PASSED on 1st reading the 6<sup>th</sup> day of September, 2016.

PASSED on 2nd reading the 20<sup>th</sup> day of September, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 4<sup>th</sup> day of October, 2016.

Councilman Johnson presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Pacheco. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-237

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 16-238

A RESOLUTION AUTHORIZING A PARTICIPATION AGREEMENT WITH VANTAGETRUST COMPANY, LLC FOR THE INVESTMENT OF ASSETS WITHIN THE CITY OF CASPER RETIREMENT HEALTH SAVINGS PLAN.

RESOLUTION NO. 16-239

A RESOLUTION RENAMING WEST E STREET, LOCATED IN THE LIBERTY ADDITION, AND AUTHORIZING AND DIRECTING THE RESOLUTION TO BE RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK.

RESOLUTION NO. 16-240

A RESOLUTION AUTHORIZING THE LEASE OF MIKE SEDAR BALLFIELD TO CASPER CRUSH, INC.

RESOLUTION NO. 16-241

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE NORTH PLATTE SANITARY SEWER INTERCEPTOR CORROSION CONTROL BUILDING, PROJECT 14-54.

RESOLUTION NO. 16-242  
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH GRIZZLY EXCAVATION AND CONSTRUCTION, LLC., FOR A TIME EXTENSION FOR THE CASPER FAMILY YMCA BID PACKAGE NO. 2, PROJECT NO. 15-31.

RESOLUTION NO. 16-243  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH PRECISION DEMOLITION FOR THE 2016 RIVER RESTORATION TREE HAULING, PROJECT NO. 16-033.

Councilman Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Powell. A vote on the resolutions resulted in all ayes, except Councilman Johnson voted nay on Resolution No. 16-239. Motion passed.

Individuals addressing the Council were: Keith Rolland, 542 S. Durbin, regarding the Old Yellowstone District; Aimee Kidd, 455 Milton, regarding staffing for investigations; Jacqueli Brown, 159 N. Wolcott, regarding funding for victim services; Pat Sweeney, 951 N. Kimball, regarding the sale of land to the State of Wyoming; Mary Anne Divittorio, 222 W. "B", regarding the renaming of W. "E" Street; Dale Zimmerle, 3035 Bellaire, regarding the Ten Commandments; Keith Goodenough, 333 S. Socony, regarding the sale of land to the State of Wyoming, judicial elections, Old Yellowstone District form based code, and funding for victim services; Tasha Blackburn, regarding victim services; Shannon Eli, 2382 Sagewood, regarding police escorts for parades; and Woody Giles, 290 E. Magnolia, regarding economic development.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 11, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 18, 2016, in the Council Chambers.

At 8:25 p.m., it was moved Councilman Johnson, seconded by Councilman Cathey, to adjourn into executive session to discuss litigation. Motion passed.

At 8:51 p.m., it was moved by Councilman Pacheco, seconded by Councilman Cathey, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## 609 CONSULTING, LLC.

RIN0027097 CONSTRUCTION ADMINISTRATION

\$23,556.40  
**\$23,556.40** Subtotal for Dept. Water  
**\$23,556.40** Subtotal for Vendor

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

16-09-319 POSTAGE

\$10.51  
**\$10.51** Subtotal for Dept. Balefill

16-09-318 POSTAGE

\$12.54  
**\$12.54** Subtotal for Dept. City Attorney

16-09-320 POSTAGE

\$30.62  
**\$30.62** Subtotal for Dept. Engineering

16-09-323 POSTAGE

\$602.06  
**\$602.06** Subtotal for Dept. Finance

16-09-324 POSTAGE

\$21.43  
**\$21.43** Subtotal for Dept. Fire

16-09-329 POSTAGE

\$229.23  
**\$229.23** Subtotal for Dept. Health Insurance

16-09-330 POSTAGE

\$317.20  
**\$317.20** Subtotal for Dept. Police

16-09-331 POSTAGE

\$2.58  
**\$2.58** Subtotal for Dept. Property & Liability Insurance

16-09-332 POSTAGE

\$18.82  
**\$18.82** Subtotal for Dept. Refuse Collection  
**\$1,244.99** Subtotal for Vendor

## A-1 PORTABLES & SERVICES

1423 PORTABLES

\$110.00  
**\$110.00** Subtotal for Dept. Balefill  
**\$110.00** Subtotal for Vendor

## AAA LANDSCAPING

11816 WEED MOWING

\$650.00  
**\$650.00** Subtotal for Dept. Code Enforcement  
**\$650.00** Subtotal for Vendor

## ALBERTA GIRALDO

RIN0027088 INTERPRETER

\$40.00  
**\$40.00** Subtotal for Dept. Municipal Court  
**\$40.00** Subtotal for Vendor

## ALLIANCE ELECTRIC LLC.

6227 GAS COLLECTION

\$360.00  
**\$360.00** Subtotal for Dept. Balefill  
**\$360.00** Subtotal for Vendor

## AMERICAN TITLE AGENCY, INC.

80-117822 OWNER & ENCUMBRANCE REPORT

\$85.00

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## AMERICAN TITLE AGENCY, INC.

80-117857 OWNER & ENCUMBRANCE REPORT	\$85.00	
80-117865 OWNER & ENCUMBRANCE REPORT	\$85.00	
	<b>\$255.00</b>	Subtotal for Dept. Code Enforcement
80-117917 OWNER & ENCUMBRANCE REPORT	\$85.00	
	<b>\$85.00</b>	Subtotal for Dept. Special Revenue
	<b>\$340.00</b>	Subtotal for Vendor

## AMERI-TECH EQUIPMENT CO.

16209 LINE DUMP BED	\$3,500.00	
	<b>\$3,500.00</b>	Subtotal for Dept. Fleet Maintenance
	<b>\$3,500.00</b>	Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

8021 FURNACE MAINTENANCE	\$180.00	
	<b>\$180.00</b>	Subtotal for Dept. Balefill
	<b>\$180.00</b>	Subtotal for Vendor

## BECKY HUFF

988655725 BOOT REIMBURSEMENT	\$43.28	
	<b>\$43.28</b>	Subtotal for Dept. Fleet Maintenance
	<b>\$43.28</b>	Subtotal for Vendor

## BOYS & GIRLS CLUBS OF CENTRAL WY

4101 FUNDING	\$18,321.25	
	<b>\$18,321.25</b>	Subtotal for Dept. One Cent #15
	<b>\$18,321.25</b>	Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI661505 CHEMICALS	\$14,447.59	
	<b>\$14,447.59</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$14,447.59</b>	Subtotal for Vendor

## BRIAN SCHROEDER

RIN0027093 CLOTHING REIMBURSEMENT	\$100.00	
	<b>\$100.00</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$100.00</b>	Subtotal for Vendor

## BYNUM, ELLA

0027370866 UTILITY REFUND	\$11.69	
	<b>\$11.69</b>	Subtotal for Dept. Water
	<b>\$11.69</b>	Subtotal for Vendor

## CAROLINA SOFTWARE

62330 SOFTWARE SUPPORT	\$450.00	
62200 SOFTWARE SUPPORT	\$250.00	
	<b>\$700.00</b>	Subtotal for Dept. Balefill
	<b>\$700.00</b>	Subtotal for Vendor

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## CASPAR BUILDING SYSTEMS, INC.

RIN0027096 RETAINAGE	(\$14,576.65)	
RIN0027102 RETAINAGE	(\$21,518.90)	
	<b>(\$36,095.55)</b>	<b>Subtotal for Dept. Capital Projects - Engineering</b>
RIN0027096 STORAGE BLDG	\$172,202.00	
	<b>\$172,202.00</b>	<b>Subtotal for Dept. Casper Events Center</b>
RIN0027102 FIRE STATION #6 CONSTRUCTION	\$215,189.00	
	<b>\$215,189.00</b>	<b>Subtotal for Dept. Fire</b>
	<b>\$351,295.45</b>	<b>Subtotal for Vendor</b>

## CASPER AREA TRANSPORTATION COALITION

100451 CATC BUS	\$87,283.00	
	<b>\$87,283.00</b>	<b>Subtotal for Dept. C.A.T.C.</b>
	<b>\$87,283.00</b>	<b>Subtotal for Vendor</b>

## CASPER HOUSING AUTHORITY

138 FUNDING	\$43,802.36	
	<b>\$43,802.36</b>	<b>Subtotal for Dept. One Cent #15</b>
	<b>\$43,802.36</b>	<b>Subtotal for Vendor</b>

## CASPER PUBLIC UTILITIES

RIN0027083 SANITATION	\$105.00	
RIN0027083 SEWER	\$20.54	
	<b>\$125.54</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$125.54</b>	<b>Subtotal for Vendor</b>

## CENTRAL WY. REGIONAL WATER

144667 WHOLESALE WATER	\$592,094.50	
144650 SYSTEM INVESTMENT FEES	\$6,198.00	
	<b>\$598,292.50</b>	<b>Subtotal for Dept. Water</b>
	<b>\$598,292.50</b>	<b>Subtotal for Vendor</b>

## CENTURYLINK

RIN0027086 REMEDIATION PROGRAM	\$55.19	
	<b>\$55.19</b>	<b>Subtotal for Dept. Balefill</b>
RIN0027104 PHONE USE	\$126.88	
RIN0027084 PHONE USE	\$346.59	
RIN0027084 PHONE USE	\$38.51	
	<b>\$511.98</b>	<b>Subtotal for Dept. Casper Events Center</b>
RIN0027105 PHONE USE	\$40.41	
	<b>\$40.41</b>	<b>Subtotal for Dept. Cemetery</b>
RIN0027104 PHONE USE	\$34.55	
RIN0027104 PHONE USE	\$77.02	
	<b>\$111.57</b>	<b>Subtotal for Dept. City Hall</b>
RIN0027091 PHONE USE	\$65.48	
	<b>\$65.48</b>	<b>Subtotal for Dept. Code Enforcement</b>
RIN0027104 PHONE USE	\$302.51	
RIN0027105 PHONE USE	\$65.48	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## CENTURYLINK

RIN0027105	PHONE USE	\$23.37		
RIN0027104	PHONE USE	\$61.38		
RIN0027104	PHONE USE	\$38.51		
RIN0027084	PHONE USE	\$493.49		
RIN0027084	PHONE USE	\$10,500.22		
RIN0027105	PHONE USE	\$302.51		
RIN0027104	PHONE USE	\$61.38		
RIN0027084	PHONE USE	\$29.73		
RIN0027104	PHONE USE	\$61.38		
RIN0027104	PHONE USE	\$83.90		
RIN0027084	PHONE USE	\$205.91		
RIN0027084	PHONE USE	\$167.40		
RIN0027104	PHONE USE	\$83.90		
RIN0027105	PHONE USE	\$65.16		
RIN0027104	PHONE USE	\$61.38		
		<b>\$12,607.61</b>	<b>Subtotal for Dept.</b>	Communications Center
AP000143A	PHONE USE	\$947.14		
AP00005710071622	PHONE USE	\$2,767.58		
AP00013210071622	PHONE USE	\$843.74		
		<b>\$4,558.46</b>	<b>Subtotal for Dept.</b>	Finance
RIN0027091	PHONE USE	\$65.48		
RIN0027084	PHONE USE	\$38.51		
RIN0027084	PHONE USE	\$167.09		
RIN0027091	PHONE USE	\$65.48		
RIN0027084	PHONE USE	\$102.09		
RIN0027104	PHONE USE	\$65.48		
RIN0027084	PHONE USE	\$38.51		
RIN0027104	PHONE USE	\$65.48		
RIN0027084	PHONE USE	\$38.51		
RIN0027084	PHONE USE	\$77.02		
RIN0027104	PHONE USE	\$74.68		
RIN0027084	PHONE USE	\$38.51		
		<b>\$836.84</b>	<b>Subtotal for Dept.</b>	Fire
RIN0027084	PHONE USE	\$38.51		
RIN0027104	PHONE USE	\$63.42		
		<b>\$101.93</b>	<b>Subtotal for Dept.</b>	Fleet Maintenance
RIN0027091	PHONE USE	\$44.35		
		<b>\$44.35</b>	<b>Subtotal for Dept.</b>	Golf Course
RIN0027084	PHONE USE	\$83.16		
RIN0027104	PHONE USE	\$65.48		
		<b>\$148.64</b>	<b>Subtotal for Dept.</b>	Parking
RIN0027091	PHONE USE	\$44.35		
RIN0027104	PHONE USE	\$122.77		
		<b>\$167.12</b>	<b>Subtotal for Dept.</b>	Parks
RIN0027104	PHONE USE	\$22.68		
RIN0027104	PHONE USE	\$63.42		
RIN0027104	PHONE USE	\$65.48		

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## CENTURYLINK

RIN0027104 PHONE USE	\$39.26	
RIN0027084 PHONE USE	\$28.65	
RIN0027084 PHONE USE	\$38.51	
	<b>\$258.00</b>	Subtotal for Dept. Police
RIN0027084 PHONE USE	\$38.51	
	<b>\$38.51</b>	Subtotal for Dept. Recreation
RIN0027104 PHONE USE	\$45.40	
RIN0027091 PHONE USE	\$65.48	
RIN0027104 PHONE USE	\$45.40	
	<b>\$156.28</b>	Subtotal for Dept. Streets
RIN0027084 PHONE USE	\$38.27	
RIN0027104 PHONE USE	\$1,646.76	
	<b>\$1,685.03</b>	Subtotal for Dept. Waste Water
RIN0027084 PHONE USE	\$95.87	
RIN0027084 PHONE USE	\$38.51	
RIN0027091 PHONE USE	\$196.13	
	<b>\$330.51</b>	Subtotal for Dept. Water
RIN0027082 PHONE USE	\$43.42	
	<b>\$43.42</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$21,761.33</b>	Subtotal for Vendor

## CH DIAGNOSTIC & CONSULTING SVC., INC.

20160828 LAB TEST	\$440.00	
20160867 LAB TEST	\$280.00	
	<b>\$720.00</b>	Subtotal for Dept. Water Treatment Plant
	<b>\$720.00</b>	Subtotal for Vendor

## CH2M HILL, INC.

381080173 PRELIMINARY FACILITIES PLAN	\$11,406.42	
	<b>\$11,406.42</b>	Subtotal for Dept. Waste Water
	<b>\$11,406.42</b>	Subtotal for Vendor

## CHARLES MCCAIN

RIN0027085 CLOTHING REIMBURSEMENT	\$100.00	
	<b>\$100.00</b>	Subtotal for Dept. Weed And Pest
	<b>\$100.00</b>	Subtotal for Vendor

## CHRIS EVANS

RIN0027075 BOOT REIMBURSEMENT	\$75.00	
	<b>\$75.00</b>	Subtotal for Dept. Streets
	<b>\$75.00</b>	Subtotal for Vendor

## CITY OF CASPER - BALEFILL

1339/144454 SANITATION	\$412.48	
	<b>\$412.48</b>	Subtotal for Dept. Casper Events Center
1967/144495 SANITATION	\$15.00	
	<b>\$15.00</b>	Subtotal for Dept. Code Enforcement

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## CITY OF CASPER - BALEFILL

1309/144581 SANITATION	\$15.00		
	<b>\$15.00</b>	Subtotal for Dept.	Council
247/144561 SANITATION	\$80.00		
	<b>\$80.00</b>	Subtotal for Dept.	Parks
2772/144309 SANITATION	\$6,060.14		
2772/144736 SANITATION	\$5,490.50		
2772/144695 SANITATION	\$5,917.77		
2772/144584 SANITATION	\$299.39		
2772/144550 SANITATION	\$5,357.49		
2772/144649 SANITATION	\$6,091.20		
2772/144747 SANITATION	\$39,500.00		
2772/144341 SANITATION	\$5,992.97		
2772/144461 SANITATION	\$5,669.10		
2772/144270 SANITATION	\$5,395.56		
2772/144512 SANITATION	\$5,051.09		
	<b>\$90,825.21</b>	Subtotal for Dept.	Refuse Collection
1276/144337 SANITATION	\$88.83		
1276/144546 SANITATION	\$70.50		
1276/144735 SANITATION	\$853.84		
1276/144269 SANITATION	\$71.44		
1276/144693 SANITATION	\$529.64		
	<b>\$1,614.25</b>	Subtotal for Dept.	Waste Water
	<b>\$92,961.94</b>	Subtotal for Vendor	

## CIVIL ENGINEERING PROFESSIONALS, INC.

16-184-01 N. PLATTE RESTORATION SURVEY	\$7,220.00		
	<b>\$7,220.00</b>	Subtotal for Dept.	Refuse Collection
	<b>\$7,220.00</b>	Subtotal for Vendor	

## CMI TECO, INC.

00000164 DUMP BOX ASSEMBLY	\$4,028.77		
	<b>\$4,028.77</b>	Subtotal for Dept.	Balefill
00000166 DUMP TRUCK ASSEMBLY	\$36,123.00		
	<b>\$36,123.00</b>	Subtotal for Dept.	Fleet Maintenance
	<b>\$40,151.77</b>	Subtotal for Vendor	

## CNA SURETY

RIN0027100 NOTARY BOND	\$50.00		
	<b>\$50.00</b>	Subtotal for Dept.	City Manager
	<b>\$50.00</b>	Subtotal for Vendor	

## COMMUNICATION TECHNOLOGIES, INC.

76644 RADIO REPAIR	\$467.15		
	<b>\$467.15</b>	Subtotal for Dept.	Metro Animal
76887 REPAIRS	\$206.00		
76800 REPAIRS	\$103.00		
76797 REPAIRS	\$51.50		

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## COMMUNICATION TECHNOLOGIES, INC.

6798 REPAIRS	\$51.50	
76725 REPAIRS	\$95.50	
76890 REPAIRS	\$103.00	
	<b>\$610.50</b>	Subtotal for Dept. Police
76801 STRIP UNIT	\$206.00	
76799 STRIP UNIT	\$412.00	
	<b>\$618.00</b>	Subtotal for Dept. Police Equipment
	<b>\$1,695.65</b>	Subtotal for Vendor

## COMPASSDATA, INC.

5314 MAPPING & SURVEY	\$9,975.00	
	<b>\$9,975.00</b>	Subtotal for Dept. Balefill
	<b>\$9,975.00</b>	Subtotal for Vendor

## COMPUTER PROS. UNLIMITED

INV105861 INSTALL COBAN SERVER	\$47,490.00	
	<b>\$47,490.00</b>	Subtotal for Dept. Police Equipment
	<b>\$47,490.00</b>	Subtotal for Vendor

## COMTRONIX, INC.

46302C ALARM MONITORING	\$808.00	
	<b>\$808.00</b>	Subtotal for Dept. Fire
	<b>\$808.00</b>	Subtotal for Vendor

## CRUICKSHANK, KAREN

0027370872 UTILITY REFUND	\$54.30	
	<b>\$54.30</b>	Subtotal for Dept. Water
	<b>\$54.30</b>	Subtotal for Vendor

## DARREN MIZOKAMI

RIN0027103 TRAVEL REIMBURSEMENT	\$422.89	
	<b>\$422.89</b>	Subtotal for Dept. Finance
	<b>\$422.89</b>	Subtotal for Vendor

## DELL MARKETING LP

XK1TMT2J2 COMPUTER SUPPLIES	\$142.65	
	<b>\$142.65</b>	Subtotal for Dept. Information Services
XK1P275J6 LICENSES FOR IPADS	\$794.46	
	<b>\$794.46</b>	Subtotal for Dept. Police Grants
	<b>\$937.11</b>	Subtotal for Vendor

## DELTA CONSTRUCTION INC

05 RETAINAGE	(\$27,935.70)	
	<b>(\$27,935.70)</b>	Subtotal for Dept. Capital Projects - Hogadon
RIN0027106 RETAINAGE	\$27,935.70	
	<b>\$27,935.70</b>	Subtotal for Dept. Capital Projects- Hogadon
05 HOGADON LODGE	\$279,357.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## DELTA CONSTRUCTION INC

**\$279,357.00** Subtotal for Dept. Hogadon  
**\$279,357.00** Subtotal for Vendor

## DENIZ, ANDREA

0027370876 UTILITY REFUND

\$52.80  
**\$52.80** Subtotal for Dept. Water  
**\$52.80** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3897 RE-SHIM COMP HEAD  
3824 RELINE  
3892 SPLIT TAILGATE  
3915 REPAIR FORKS  
3852 REBUILD ARM

\$1,325.00  
\$2,365.00  
\$660.00  
\$425.00  
\$1,385.00  
**\$6,160.00** Subtotal for Dept. Fleet Maintenance  
\$2,150.00  
**\$2,150.00** Subtotal for Dept. Property & Liability Insurance  
**\$8,310.00** Subtotal for Vendor

3842 BUILDINGS

## DPC INDUSTRIES, INC.

727000314-16 CHEMICALS

\$5,527.31  
**\$5,527.31** Subtotal for Dept. Water Treatment Plant  
**\$5,527.31** Subtotal for Vendor

## ELIZABETH BECHER

RIN0027092 ROTARY DUES

\$217.00  
**\$217.00** Subtotal for Dept. Planning  
**\$217.00** Subtotal for Vendor

## ENGINEERING DESIGN ASSOCIATES

09543 ELECTRICAL DESIGN  
09541 EMERGENCY GENERATOR PROJECT  
09542 FIRE SUPPRESSION REPLACEMENT

\$2,952.50  
**\$2,952.50** Subtotal for Dept. Balefill  
\$770.00  
**\$770.00** Subtotal for Dept. Casper Events Center  
\$460.00  
**\$460.00** Subtotal for Dept. CDBG  
**\$4,182.50** Subtotal for Vendor

## EVANS, DUSTIN/TRACI

0027370874 UTILITY REFUND

\$48.30  
**\$48.30** Subtotal for Dept. Water  
**\$48.30** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1186672 MERCHANT FEES

\$1,297.52  
**\$1,297.52** Subtotal for Dept. Casper Events Center

REMI1186675 MERCHANT FEES

\$20.94

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## FIRST DATA MERCHANT SVCS CORP.

	<b>\$20.94</b>	<b>Subtotal for Dept.</b>	Engineering
REMI4486667 MERCHANT FEES	\$1,513.53		
	<b>\$1,513.53</b>	<b>Subtotal for Dept.</b>	Golf Course
REMI1186668 MERCHANT FEES	\$19.00		
	<b>\$19.00</b>	<b>Subtotal for Dept.</b>	Hogadon
REMI1186669 MERCHANT FEES	\$64.83		
	<b>\$64.83</b>	<b>Subtotal for Dept.</b>	Metro Animal
REMI1186670 MERCHANT FEES	\$174.02		
	<b>\$174.02</b>	<b>Subtotal for Dept.</b>	Municipal Court
	<b>\$3,089.84</b>	<b>Subtotal for Vendor</b>	

## FIRST INTERSTATE BANK

RIN0027111 SERVICE AWARDS	\$531.00		
	<b>\$531.00</b>	<b>Subtotal for Dept.</b>	Human Resources
	<b>\$531.00</b>	<b>Subtotal for Vendor</b>	

## FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0027116 SEARCH WARRANT	\$30.00		
RIN0027115 SEARCH WARRANT	\$36.50		
	<b>\$66.50</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$66.50</b>	<b>Subtotal for Vendor</b>	

## FIRST INTERSTATE BANK - PETTY CASH

RIN0027079 PETTY CASH - FT CASPAR	\$17.98		
RIN0027079 PETTY CASH - FT CASPAR	\$20.43		
RIN0027079 PETTY CASH - FT CASPAR	\$19.94		
RIN0027079 PETTY CASH - FT CASPAR	\$19.99		
RIN0027079 PETTY CASH - FT CASPAR	\$35.27		
	<b>\$113.61</b>	<b>Subtotal for Dept.</b>	Fort Caspar
RIN0027079 RESALE ITEMS	\$34.00		
	<b>\$34.00</b>	<b>Subtotal for Dept.</b>	General - Fort Caspar
4 WITNESS FEES	\$20.00		
	<b>\$20.00</b>	<b>Subtotal for Dept.</b>	Municipal Court
RIN0026406A PETTY CASH - CRC/POOLS	\$26.99		
	<b>\$26.99</b>	<b>Subtotal for Dept.</b>	Aquatics
RIN0026406A PETTY CASH - CRC/POOLS	\$60.50		
	<b>\$60.50</b>	<b>Subtotal for Dept.</b>	Recreation
	<b>\$255.10</b>	<b>Subtotal for Vendor</b>	

## FISCHER BODY SHOP CORP.

24013 BODY SHOP REPAIR	\$1,576.70		
	<b>\$1,576.70</b>	<b>Subtotal for Dept.</b>	Fleet Maintenance
	<b>\$1,576.70</b>	<b>Subtotal for Vendor</b>	

## FULL CONTACT CONCRETE, LLC

RIN0027077 MCKINLEY STREET	\$8,688.50		
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# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## FULL CONTACT CONCRETE, LLC

**\$8,688.50** Subtotal for Dept. Streets  
**\$8,688.50** Subtotal for Vendor

## GARY MARSH, INC.

375 COMMISSION FEES

\$10,377.68  
**\$10,377.68** Subtotal for Dept. Golf Course  
**\$10,377.68** Subtotal for Vendor

## GREEN TREE ARBORICULTURE LLC

1-112621 WEED MOWING

\$94.87  
**\$94.87** Subtotal for Dept. Code Enforcement  
**\$94.87** Subtotal for Vendor

## GREEN'S SEWER & DRAIN SVC.

20195 CLEAN DRAINS

\$272.00  
**\$272.00** Subtotal for Dept. Metro Animal  
**\$272.00** Subtotal for Vendor

## HACH CO., CORP.

10131964 PARTS FOR TURBIDIMETER

\$1,008.56  
**\$1,008.56** Subtotal for Dept. Water Treatment Plant  
**\$1,008.56** Subtotal for Vendor

## HARO, EFREN

RIN0027121 UTILITY REFUND

\$55.66  
**\$55.66** Subtotal for Dept. Water  
**\$55.66** Subtotal for Vendor

## HARVEY, DOUGLAS

0027370864 UTILITY REFUND

\$55.79  
**\$55.79** Subtotal for Dept. Water  
**\$55.79** Subtotal for Vendor

## HEDQUIST CONSTRUCTION

RIN0027099 RETAINAGE

\$11,961.08  
**\$11,961.08** Subtotal for Dept. Capital Projects Engineering  
**\$11,961.08** Subtotal for Vendor

## HEDQUIST CONSTRUCTION, INC.

RIN0027098 RETAINAGE

(\$11,961.08)  
**(\$11,961.08)** Subtotal for Dept. Capital Projects - Engineering

RIN0027098 EAST 21ST ST IMPROVEMENTS

\$24,015.80  
**\$24,015.80** Subtotal for Dept. Sewer

RIN0027098 EAST 21ST ST IMPROVEMENTS

\$193,337.03  
**\$193,337.03** Subtotal for Dept. Streets

RIN0027098 EAST 21ST ST IMPROVEMENTS

\$172,765.85  
**\$172,765.85** Subtotal for Dept. Water

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## HEDQUIST CONSTRUCTION, INC.

**\$378,157.60** Subtotal for Vendor

### HILTERBRAND, BRENT

0027370870 UTILITY REFUND

\$46.32

**\$46.32** Subtotal for Dept. Water

**\$46.32** Subtotal for Vendor

### HOFF-WALTERS, STEPHANIE

0027370875 UTILITY REFUND

\$55.94

**\$55.94** Subtotal for Dept. Water

**\$55.94** Subtotal for Vendor

### HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV009 WEED MOWING

\$1,331.75

**\$1,331.75** Subtotal for Dept. Code Enforcement

**\$1,331.75** Subtotal for Vendor

### HOLMBERG, JENNIFER

0027370867 UTILITY REFUND

\$28.07

**\$28.07** Subtotal for Dept. Water

**\$28.07** Subtotal for Vendor

### HOMAX OIL SALES, INC.

0342374-IN 10W30 ECT OIL

\$114.10

0343027-IN DRUM DEPOSIT

\$20.00

0343027-IN GEAR OIL

\$496.10

**\$630.20** Subtotal for Dept. Fleet Maintenance

CL75268 FUEL

\$3,912.57

**\$3,912.57** Subtotal for Dept. Water

**\$4,542.77** Subtotal for Vendor

### HUNTER INDUSTRIAL CORPORATION

7642 LUBRICATIONS

\$267.61

**\$267.61** Subtotal for Dept. Hogadon

**\$267.61** Subtotal for Vendor

### INSTALLATION & SVC. CO.

RIN0027094 RETAINAGE

\$12,499.66

**\$12,499.66** Subtotal for Dept. Capital Projects - Engineering

**\$12,499.66** Subtotal for Vendor

### INTERNATIONAL COLISEUMS COMPANY

6 STORAGE BUILDING

\$12,667.31

**\$12,667.31** Subtotal for Dept. Casper Events Center

**\$12,667.31** Subtotal for Vendor

### JIMMY MACIAS

RIN002228 REFUND UTILITY OVERPAYMENT

\$276.00

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## JIMMY MACIAS

**\$276.00** Subtotal for Dept. Water  
**\$276.00** Subtotal for Vendor

## KNIFE RIVER/JTL

140038 PLANT MIX  
139929 CONCRETE

\$553.80  
\$372.50  
**\$926.30** Subtotal for Dept. Streets  
**\$926.30** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

21439426 TEMPORARY LABOR  
21439425 TEMPORARY LABOR

\$589.77  
\$2,984.52  
**\$3,574.29** Subtotal for Dept. Casper Events Center  
**\$3,574.29** Subtotal for Vendor

## LENHART MASON & ASSOC., LLC.

57845 LEGAL FEES

\$1,250.00  
**\$1,250.00** Subtotal for Dept. Casper Events Center  
**\$1,250.00** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

SRVCE0079141 FURNACE MAINTENANCE  
SRVCE0079368 FURNACE MAINTENANCE  
  
SRVCE0078163 PROFESSIONAL SERVICES  
CREDIT0011784 CREDIT MEMO  
SRVCE0077670 PROFESSIONAL SERVICES

\$115.00  
\$230.00  
**\$345.00** Subtotal for Dept. Balefill  
  
\$55.00  
(\$55.00)  
\$165.00  
**\$165.00** Subtotal for Dept. Information Services  
**\$510.00** Subtotal for Vendor

## LONG, AMANDA

0027370869 UTILITY REFUND

\$28.32  
**\$28.32** Subtotal for Dept. Water  
**\$28.32** Subtotal for Vendor

## MANPOWER, INC.

30564242 TEMPORARY LABOR

\$927.70  
**\$927.70** Subtotal for Dept. Casper Events Center  
**\$927.70** Subtotal for Vendor

## MCCI, LLC

00009701 MUNICIPAL CODE ONLINE

\$10,955.70  
**\$10,955.70** Subtotal for Dept. Finance  
**\$10,955.70** Subtotal for Vendor

## MCMURRY READY MIX CO.

223922 CONCRETE

\$118.50

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## MCMURRY READY MIX CO.

**\$118.50** Subtotal for Dept. Water  
**\$118.50** Subtotal for Vendor

## MICHAEL BAKER INTERNATIONAL INC

954161 COMPREHENSIVE PLAN FOR MILLS,  
954161 COMPREHENSIVE PLAN FOR MILLS,

\$479.39  
\$4,561.56  
**\$5,040.95** Subtotal for Dept. Metropolitan Planning  
**\$5,040.95** Subtotal for Vendor

## MIKE DEAN

05H1464008013G BOOT REIMBURSEMENT

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

## NATRONA COUNTY - HALL OF JUSTICE EXPENSES

JULY 2016 BUILDING RENT  
JUNE 2016 BUILDING RENT  
AUGUST 2016 BUILDING RENT  
SEPTEMBER 2016 BUILDING RENT

\$9,193.98  
\$17,957.69  
\$8,856.74  
\$15,155.82  
**\$51,164.23** Subtotal for Dept. Police  
**\$51,164.23** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

2152 PRISONER CARE  
2170 PRISONER CARE

\$7,500.00  
\$7,500.00  
**\$15,000.00** Subtotal for Dept. Police  
**\$15,000.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0027120 RECORDING FEES  
RIN0027120 RECORDING FEES

\$54.00  
**\$54.00** Subtotal for Dept. Parks  
\$90.00  
**\$90.00** Subtotal for Dept. Planning  
**\$144.00** Subtotal for Vendor

## NATRONA COUNTY HEALTH DEPT.

23084 FUNDING

\$22,445.00  
**\$22,445.00** Subtotal for Dept. One Cent #15  
**\$22,445.00** Subtotal for Vendor

## NATRONA COUNTY TREASURER

7387 PROPERTY TAXES

\$1,954.11  
**\$1,954.11** Subtotal for Dept. City Hall  
**\$1,954.11** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE49249 UNIFORMS

\$19.94

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## NEVE'S UNIFORMS, INC.

	<b>\$19.94</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
LN-342079 UNIFORMS	\$899.00		
LN-342220 UNIFORMS	\$899.00		
NE49185 UNIFORMS	\$109.90		
NE49225 UNIFORMS	\$194.85		
NE49423 UNIFORMS	\$64.95		
LN-342078 UNIFORMS	\$899.00		
LN-341799 UNIFORMS	\$899.00		
NE49216 UNIFORMS	\$179.70		
	<b>\$4,145.40</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
	<b>\$4,165.34</b>	<b>Subtotal for Vendor</b>	

## NORTH PARK TRANSPORTATION

08758751 FREIGHT	\$50.14		
08758751 FREIGHT	\$75.21		
	<b>\$125.35</b>	<b>Subtotal for Dept.</b>	<b>Fleet Maintenance</b>
	<b>\$125.35</b>	<b>Subtotal for Vendor</b>	

## NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-100316-1303 E-WASTE DISPOSAL	\$811.65		
	<b>\$811.65</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
	<b>\$811.65</b>	<b>Subtotal for Vendor</b>	

## OLSON AUTOBODY & COLLISION CENTER

6405 BODY SHOP REPAIR	\$2,279.34		
6403 BODY SHOP REPAIR	\$3,416.01		
	<b>\$5,695.35</b>	<b>Subtotal for Dept.</b>	<b>Fleet Maintenance</b>
	<b>\$5,695.35</b>	<b>Subtotal for Vendor</b>	

## ONE CALL OF WY.

42652 LOCATE TICKETS	\$506.59		
	<b>\$506.59</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
42652 LOCATE TICKETS	\$619.16		
	<b>\$619.16</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$1,125.75</b>	<b>Subtotal for Vendor</b>	

## P-CARD VENDORS

00045485 CREDIT	(\$3.57)		
	<b>(\$3.57)</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
TAX CREDIT TAX CHARGED ON DOMINO'S CHG	(\$2.14)		
	<b>(\$2.14)</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
00049726 FEDEX FREIGHT INC	\$65.31		
00049833 ATLAS OFFICE PRODUCTS	\$69.54		
00049690 MG GREAT FALLS	\$218.27		
00049690 MG GREAT FALLS	\$68.80		
00049690 MG GREAT FALLS	\$468.44		
00049690 MG GREAT FALLS	\$186.43		

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049843	PRAIRIE PELLA	\$1,250.00	
00049678	INTERMOUNTAIN MOTOR SA	\$947.19	
00049714	HAWKINS INC	\$898.57	
00049664	VZWRLSS MY VZ VB P	\$160.19	
00049557	HENSLEY BATTERY&ELEC	\$33.93	
00049547	BAILEYS ACE HDWE	\$12.47	
00049690	MG GREAT FALLS	\$243.20	
00049690	MG GREAT FALLS	\$66.75	
		<b>\$4,689.09</b>	<b>Subtotal for Dept. Aquatics</b>
00049924	SAMSCLUB #6425 - Credit	(\$3.92)	
00049732	WYOMING MACHINERY CO	\$7,101.33	
00050010	THE HOME DEPOT #6001	\$289.00	
00049625	TRI STATE EQUIP-CASPER	\$2,296.25	
00049724	WYOMING MACHINERY CO	\$31.43	
00049822	SAMSCLUB #6425	\$112.10	
00049831	BAILEYS ACE HDWE	\$49.98	
00049848	CASPER CONTRACTORS SUP	\$472.78	
00049916	BAILEYS ACE HDWE	\$45.64	
00049677	CLAIM ADJ/IN AMERICAN EA	\$218.75	
00049732	WYOMING MACHINERY CO	\$2,774.13	
00049661	AIRGAS CENTRAL	\$172.90	
00049788	SAMSCLUB #6425	\$20.23	
00049926	SAMS CLUB #6425	\$127.86	
00049496	AIRGAS CENTRAL	\$37.35	
00050051	BAILEYS ACE HDWE	\$46.17	
00049950	RODOLPH BROTHERS INC	\$379.00	
00049481	AIRGAS CENTRAL	\$12.31	
00049968	AGP PROPANE SERVICES	\$83.86	
00049595	CASPER FIRE EXTINGUISH	\$466.00	
00049977	AGP PROPANE SERVICES	\$39.35	
00049589	HONNEN EQUIPMENT 04	\$1,170.51	
00049569	AIRGAS CENTRAL	\$112.05	
00049663	CLAIM ADJ/IN AMERICAN EA	\$609.40	
00049538	CLAIM ADJ/IN AMERICAN EA	\$912.50	
00050047	CMI-TECO	\$181.29	
00050048	ALSCO INC.	\$310.40	
00049761	VEOLIA ENVIRONMENTAL	\$7,107.31	
00049217	SQ ATLANTIC ELECTRIC,	\$1,300.00	
00050023	SAFETY KLEEN SYSTEMS B	\$1,284.00	
00049287	FEDEX 784108735124	\$25.38	
00049533	CLAIM ADJ/IN AMERICAN EA	\$1,250.00	
00050038	IN PEDENS INC.	\$127.50	
00049982	NORCO INC	\$960.00	
		<b>\$30,122.84</b>	<b>Subtotal for Dept. Balefill</b>
00050162	DAVIDSON MECHANICAL, I	\$49.60	
		<b>\$49.60</b>	<b>Subtotal for Dept. Buildings &amp; Grounds</b>
00050174	DIAMOND VOGEL PAINT #7	\$125.92	
00048980	MENARDS CASPER WY	\$161.64	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00048916	CASPER WINNELSON CO	\$705.60
00048846	RMI WYOMING INC	\$65.82
00050126	DIAMOND VOGEL PAINT #7	\$11.50
00048862	RMI WYOMING INC	\$124.06
00049683	BLOEDORN LUMBER CASPER	\$199.99
00050055	SAMSClub #6425	\$41.26
00050128	NORCO INC	\$91.42
00049612	MILLER INSULATION INC	\$173.40
00049687	CASPER WINNELSON CO	\$275.70
00049504	HOTS Y EQUIPMENT OF WYO	\$200.00
00049922	NORCO INC	\$15.24
00049872	NORCO INC	\$8.57
00049923	0970 CED	\$99.00
00049928	NORCO INC	\$72.20
00049852	CRESCENT ELECTRIC 103	\$192.00
00049849	OVERHEAD DOOR CO OF CA	\$195.00
00050048	ALSCO INC.	\$194.18
00049667	CASPER WINNELSON CO	\$103.59
00049606	DIAMOND VOGEL PAINT #7	\$59.25
00049679	CRESCENT ELECTRIC 103	\$6.45
00049680	CASPER WINNELSON CO	\$205.83
00049597	DIAMOND VOGEL PAINT #7	\$24.50
00050175	BLOEDORN LUMBER CASPER	\$143.01
00049371	DIAMOND VOGEL PAINT #7	\$46.42
00050112	BLOEDORN LUMBER CASPER	\$61.19
00049379	DIAMOND VOGEL PAINT #7	\$30.00
00050276	BLOEDORN LUMBER CASPER	\$29.87
00050208	GEORGE T SANDERS 20	\$78.38
00049672	BLOEDORN LUMBER CASPER	\$11.83
00049650	WW GRAINGER	\$22.56
00049734	CASPER WINNELSON CO - Credit	(\$302.76)
00049652	CRUM ELECTRIC SUPPLY C	\$7.35
00050052	SAMS CLUB #6425	\$10.82
00049727	CRUM ELECTRIC SUPPLY C	\$62.50
00050207	WW GRAINGER	\$81.30
00050145	BARGREEN WYOMING 25	\$63.30
00049706	SQ ATLANTIC ELECTRIC,	\$1,159.02
00049699	ANIXTER INC - UPS	\$7.00
00049989	SAMS CLUB #6425	\$46.04
00050289	LONG BLDG. TECHNOLOGIE	\$115.00
00050146	BARGREEN WYOMING 25	\$70.25
00050262	0970 CED	\$3.12
00049787	DENNIS SUPPLY COMPANY	\$26.94
00050179	CRUM ELECTRIC SUPPLY C	\$36.80
00050160	WW GRAINGER	\$150.45
00048718	SQ ATLANTIC ELECTRIC,	\$225.00
00049984	SAMS CLUB #6425	\$40.76
00050013	SAMS CLUB #6425	\$79.35

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049347	SHERWIN WILLIAMS 70343	\$134.79	
00049756	CASPER WINNELSON CO	\$52.04	
00050075	MENARDS CASPER WY	\$123.84	
00050020	BLOEDORN LUMBER CASPER	\$10.55	
00049987	DENNIS SUPPLY COMPANY	\$176.12	
00049759	DIAMOND VOGEL PAINT #7	\$6.84	
00047838	LETZ'S RADIO SUPPLY	\$800.00	
00050299	LONG BLDG. TECHNOLOGIE	\$1,529.00	
00050138	NORCO INC	\$942.53	
		<b>\$9,433.33</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00049094	CPS DISTRIBUTORS INC C	\$454.73	
		<b>\$454.73</b>	<b>Subtotal for Dept. Capital Projects - Engineering</b>
00049616	WAL-MART #1617	\$13.64	
00049909	OVERHEAD DOOR CO OF CA	\$575.00	
00050040	HEARTLAND PAPER COMPAN	\$184.32	
00049802	WAL-MART #1617	\$123.47	
00049580	ALBERTSONS STO00000620	\$69.99	
00049907	LONG BLDG. TECHNOLOGIE	\$4,246.00	
00049559	WAL-MART #1617	\$25.87	
00049421	SAMSCLUB #6425	\$32.94	
00048911	ALL OUT FIRE EXTINGUIS	\$230.00	
00049600	AGP PROPANE SERVICES	\$138.92	
00049758	NORCO INC	\$413.70	
00049563	SAMS CLUB #6425	\$307.16	
00049655	WW GRAINGER	\$245.67	
00049713	GOOGLE ADWS1222272190	\$111.83	
00049707	PROCORP IMAGES, INC.	\$432.00	
00049656	CASPER STAR TRIBUNE	\$1,070.15	
00048680	BOCASYSTEMS	\$1,171.46	
00049327	CPU IIT - Credit	(\$50.00)	
00049799	SAMSCLUB #6425	\$287.20	
00049771	ATLAS OFFICE PRODUCTS	\$232.24	
00049862	THE HOME DEPOT #6001	\$52.30	
00049478	LIQUOR SHED	\$19.14	
00049608	ALBERTSONS STO00000604	\$35.02	
00049860	SAMSCLUB #6425	\$71.90	
00049873	NORCO INC	\$21.56	
00049769	SQ ATLANTIC ELECTRIC,	\$225.00	
00049823	WAL-MART #1617	\$44.84	
00049639	AMAZON MKTPLACE PMTS	\$22.34	
00049634	THE WEBSTaurant STORE	\$300.76	
00049629	FULL COMPASS SYS VT	\$65.04	
00049619	FULL COMPASS SYS VT	\$67.50	
00049616	WAL-MART #1617	\$13.62	
00049840	LONG BLDG. TECHNOLOGIE	\$8,492.00	
		<b>\$19,292.58</b>	<b>Subtotal for Dept. Casper Events Center</b>
00049446	WESTERN SLING CO	\$10.00	
00049883	SQ HOFFMAN MONUMENTS	\$300.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

	<b>\$310.00</b>	<b>Subtotal for Dept.</b>	Cemetery
00049147 TOP OFFICE PRODUCTS IN	\$823.97		
00050109 TOP OFFICE PRODUCTS IN	\$156.41		
00050124 WYOMING STATE BAR	\$355.00		
00049575 CODE 4 PUBLIC SAFETY E	\$99.00		
00049854 WYOMING TRIAL LAWYERS	\$295.00		
00050058 ATLAS OFFICE PRODUCTS	\$92.62		
00049936 WYOMING STATE BAR	\$355.00		
00049970 WYOMING STATE BAR	\$355.00		
00049807 FEDEX 91198718	\$22.21		
00049622 CODE 4 PUBLIC SAFETY E	\$99.00		
	<b>\$2,653.21</b>	<b>Subtotal for Dept.</b>	City Attorney
00050067 COMTRONIX	\$416.00		
00048772 IN ALLURETECH/COFFEYN	\$42.00		
	<b>\$458.00</b>	<b>Subtotal for Dept.</b>	City Hall
00048649 DOUGH ENTERPRISES LLC	\$4.19		
00048595 DOUGH ENTERPRISES LLC	\$24.00		
	<b>\$28.19</b>	<b>Subtotal for Dept.</b>	City Manager
00050041 DECKER AUTO GLASS - Credit	(\$356.44)		
00049958 DECKER AUTO GLASS	\$356.44		
00049638 SAMS CLUB #6425	\$73.89		
00049739 VZWRLSS IVR VB	\$151.05		
00049635 BAR BARCODES INC	\$572.23		
	<b>\$797.17</b>	<b>Subtotal for Dept.</b>	Code Enforcement
00049844 NATE'S FLOWERS & GIFTS	\$55.13		
00049972 AT&T 0512212711001	\$41.59		
00050031 GUS GLOBALSTAR USA	\$125.68		
00050011 CHARTER COMM	\$76.93		
00049980 VZWRLSS IVR VB	\$122.90		
	<b>\$422.23</b>	<b>Subtotal for Dept.</b>	Communications Center
00049599 KAREN & JIM'S RESTAURA	\$27.65		
00050133 PEACHES	\$20.10		
00049671 ALL ABOUT FLOWERS	\$112.00		
00048926 EGGINGTONS	\$73.00		
00049940 SAMS CLUB #6425	\$134.88		
00050284 CPU IIT	\$19.95		
00049961 WM SUPERCENTER #1617	\$30.07		
	<b>\$417.65</b>	<b>Subtotal for Dept.</b>	Council
00049778 CASPER STAR TRIBUNE	\$394.52		
00049793 CPU IIT - LABOR FOR REPAIR	\$405.00		
	<b>\$799.52</b>	<b>Subtotal for Dept.</b>	Engineering
00048836 ATLAS OFFICE PRODUCTS	\$73.18		
00049021 ITRON, INC.	\$2,335.32		
00048958 MOUNTAIN STATES LITHOG	\$427.85		
00048723 ATLAS OFFICE PRODUCTS	\$111.96		
00048575 BAUDVILLE INC.	\$63.08		
00050230 VZWRLSS APOCC VISB	\$280.07		

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00048745	TCC COMPLYRIGHT-EFILE	\$7.00		
00049416	CASPER STAR TRIBUNE	\$87.72		
00049657	CPU IIT	\$88.40		
00049620	GOVERNMENT FINANCE	\$550.00		
00048141	IN US NET SERVICES LL	\$494.00		
		<b>\$4,518.58</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00049495	PILOT 00007583	\$10.69		
00049508	ADVANCE AUTO PARTS #74	\$6.81		
00049529	ALERT ALL CORP	\$2,547.00		
00049582	NORCO INC	\$7,489.72		
00049682	INT'L CODE COUNCIL INC	\$90.00		
00049688	MURDOCH'S RANCH & HOME	\$23.97		
00049710	MURDOCH'S RANCH & HOME	\$47.94		
00050017	THE HOME DEPOT #6001	\$3,384.96		
00050091	SQ SQ JOHN E REID &	\$64.00		
00049744	OVERHEAD DOOR CO OF CA	\$1,019.70		
00049938	VZWRLSS BILL PAY VB	\$1,835.11		
00049939	CASPER STAR TRIBUNE	\$166.24		
00049967	CPU IIT	\$4,187.60		
00049962	VZWRLSS BILL PAY VB	\$120.03		
00049999	BEST BUY 00015271	\$14.99		
00048988	CONOCO - STOP-N-GO	\$23.18		
00050232	ALBERTSONS STO00000620	\$78.86		
00050286	DOLLAR TREE	\$4.20		
00049248	DECKER AUTO GLASS	\$290.09		
00047869	EXXONMOBIL 47626544	\$21.07		
00048077	EXXONMOBIL 47626544	\$50.60		
00048310	EXXONMOBIL 47626544	\$36.55		
00048336	EXXONMOBIL 47626544	\$9.72		
00049491	TRI TECH SOFTWARE SYST	\$3,125.00		
00048669	JOHN E. REID AND ASSOC	\$550.00		
00050226	SAMSClub #6425	\$39.68		
00049242	EXXONMOBIL 47626544	\$30.15		
00049190	EXXONMOBIL 47626544	\$28.99		
00049167	UNITED 01623178206856	\$761.70		
00049120	BENTZ SELF SERVICE A	\$94.07		
00049063	MENARDS CASPER WY	\$309.58		
00049060	KISTLER TENT AND AWNIN	\$30.00		
00049058	EXXONMOBIL 47626544	\$57.58		
00048998	CONOCO - STOP-N-GO	\$56.99		
00048656	JOHN E. REID AND ASSOC	\$550.00		
00049374	OURDESIGNS.COM	\$75.00		
00050257	ATLAS OFFICE PRODUCTS	\$94.79		
00049476	PILOT 00007583	\$23.31		
00049397	EXXONMOBIL 47626544	\$30.59		
00049460	PILOT 00007583	\$7.01		
00049266	UL LLC	\$2,495.00		
		<b>\$29,882.47</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00050165	GREINER-W/S HOSE	\$16.91
00050150	BOBCAT OF CASPER	\$104.00
00050116	GREINER-BRAKE SWITCH	\$15.68
00050129	NORCO INC	\$393.82
00049383	HARTZ E&F TOWING & REC	\$75.00
00049383	HARTZ E&F TOWING & REC	\$75.00
00050154	GREINER FORD-SHOCKS	\$145.70
00050277	AMERI-TECH EQUIPMENT C	\$1,306.42
00050158	GOODYEAR COMMERCIAL TI	\$2,024.00
00050088	CMI-TECO - COUPLINGS	\$825.00
00050165	GREINER FORD-TANK ASY	\$48.00
00049377	SUPPLIESOUTLET.COM	\$123.27
00050170	GREINER-BUSHING	\$4.93
00050203	LARIAT -BELT BUCKLE	\$121.95
00050085	INDUSTRIAL SCREEN & MA - REPAI	\$88.75
00049382	DECKER AUTO GLASS	\$356.44
00049337	AMERI-TECH EQUIPMENT C	\$530.00
00049389	CAPITAL BUSINESS SYSTE	\$26.00
00049774	AUTOMATION ELECTRONICS	\$28.26
00049740	BEARING BELTCHAIN00244-BRAKE P	\$270.90
00049858	MIDLAND IMPLEMENT CO	\$96.19
00049851	HOODS EQUIPMENT & SPRI - FILTE	\$105.50
00049842	DULTMEIER SALES LLC - NOZZLES,	\$200.15
00049841	GREINER FORD-CARRIER BRG	\$53.55
00049830	SONNY'S RV SALES INC	\$8.54
00049824	SONNY'S RV SALES INC - Credit	(\$1.22)
00049816	GOODYEAR COMMERCIAL TI	\$1,347.00
00049803	AMERI-TECH EQUIPMENT C	\$4,879.06
00049794	DRIVE TRAIN CASPER	\$24.83
00049791	JACKS TRUCK AND EQUPMT	\$27.20
00049790	HOSE 7 RUBBER SUPPLY I	\$1,191.36
00049868	HOSE & RUBBER SUPPLY I	\$4.44
00049777	HARTZ E&F TOWING & REC - TOWIN	\$75.00
00049871	WW GRAINGER	\$129.36
00049765	DRIVE TRAIN CASPER	\$110.00
00049749	HOSE & RUBBER SUPPLY I	\$5.19
00049743	WW GRAINGER	\$12.90
00049743	WW GRAINGER	\$146.96
00049742	INDUSTRIAL SCREEN & MA -FLAT B	\$337.50
00049740	BEARING BELTCHAIN00244-SHOP	\$68.98
00049740	BEARING BELTCHAIN00244-SERP BE	\$38.77
00049740	BEARING BELTCHAIN00244 - BATTE	\$111.36
00049740	BEARING BELTCHAIN00244-BATTERY	\$111.36
00049740	BEARING BELTCHAIN00244-BATTERY	\$111.36
00049740	BEARING BELTCHAIN00244-STOCK	\$1,787.94
00049740	BEARING BELTCHAIN00244-HEADLIG	\$21.41
00049790	HOSE & RUBBER SUPPLY I	\$1,191.35
00049988	NAPA-CORE CREDIT	(\$18.08)

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049988	NAPA-7565 BATTERY	\$111.36
00049988	NAPA-CORE CREDIT	(\$18.08)
00049988	NAPA-CORE CREDIT	(\$18.08)
00049988	NAPA-BEARINGS	\$36.04
00049988	NAPA-BRAKE PADS	\$45.99
00049988	NAPA	\$229.00
00049988	NAPA	(\$6.49)
00049988	NAPA-HYD HOSE	\$198.25
00049988	NAPA-E2235M FUEL PUMP	\$225.10
00049988	NAPA-7565 BATTERIES	\$222.72
00049988	NAPA-7565 BATTERY	\$111.36
00049988	NAPA	(\$39.92)
00049867	GREINER FORD -	\$20.84
00049988	NAPA-BRAKES PADS CREDIT	(\$57.31)
00049813	JACKS TRUCK AND EQUIPMT - DEFRO	(\$20.53)
00049988	BEARING BELTCHAIN00244	\$318.19
00049985	CMI-TECO	\$324.80
00049954	HOSE & RUBBER SUPPLY I - Credi	(\$4.44)
00049946	CMI-TECO -REBUIDL INSTA-CHAIN	\$380.43
00049943	HONNEN EQUIPMENT-SWITCH	\$32.81
00049941	HOSE & RUBBER SUPPLY I	\$162.68
00049935	GREINER FORD-BRAKE PEDAL ASY	\$60.58
00049934	FALLLINE CORP-TRACK BELT	\$798.47
00049914	WHITES MOUNTAIN	\$33.54
00049900	HOSE & RUBBER SUPPLY-BALL VALV	\$10.84
00049890	STOTZ EQUIPMENT - CABLE/CAP	\$79.64
00049887	STOTZ EQUIPMENT-CHUTE,HINGE &S	\$85.78
00049988	NAPA	(\$6.79)
00049489	WHITES MOUNTAIN -CONNECTOR	\$41.10
00049328	IN PETERSON EQUIPMENT	\$228.57
00050028	STOTZ EQUIPMENT-CARB	(\$43.22)
00049391	CASPER TIRE 0000705	\$110.00
00049731	WW GRAINGER	\$157.71
00049426	SONNY'S RV SALES INC	\$25.20
00049468	WYOMING MACHINERY CO	(\$21.53)
00049728	JACKS TRUCK AND EQUIPMT - BRAKE	\$76.07
00049819	HOSE & RUBBER SUPPLY I - HOSES	\$358.45
00050035	GOODYEAR COMMERCIAL TI	\$293.96
00049468	WYOMING MACHINERY CO	(\$542.46)
00049468	WYOMING MACHINERY CO - Credit	(\$232.49)
00049328	IN PETERSON EQUIPMENT	\$228.57
00049489	WHITES MOUNTAIN-HYD STRG PUMP	\$300.32
00049513	WHITES MOUNTAIN - AIR FILTER H	\$339.75
00049704	GOODYEAR COMMERCIAL TI	\$126.58
00050024	STOTZ EQUIPMENT-SHAFT	\$11.49
00049723	FREMONT MOTOR CASPER I - WASHE	\$27.07
00049722	GREINER MOTOR COMPANY	\$349.05
00049721	CASPER TIRE 0000705 - 18x7.00-	\$236.00

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049468	WYOMING MACHINERY CO	\$13.86	
00049709	GREINER MOTOR COMPANY - TRACK	\$156.42	
00049668	IN PETERSON EQUIPMENT	\$313.55	
00049702	HARTZ E&F TOWING & REC - TOWIN	\$75.00	
00049694	GOODYEAR COMMERCIAL TI	\$1,233.28	
00049668	IN PTERSON EQUIPMENT	\$313.55	
00049884	BEARING BELTCHAIN00244	\$196.04	
		<b>\$26,446.66</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00049800	ATLAS OFFICE PRODUCTS	\$16.76	
00049576	HOBBY-LOBBY #0233	\$20.02	
		<b>\$36.78</b>	<b>Subtotal for Dept. Fort Caspar</b>
00049187	TROOPERS DRUM & BUGLE	\$730.00	
		<b>\$730.00</b>	<b>Subtotal for Dept. General - Fort Caspar</b>
00050196	MENARDS CASPER WY	\$29.12	
00050032	MENARDS CASPER WY	\$49.90	
00050225	R & R PUMPING	\$378.00	
00050065	SAFETY KLEEN SYSTEMS B	\$401.47	
00049647	CPS DISTRIBUTORS INC C	\$267.72	
00049712	CPS DISTRIBUTORS INC C	\$48.03	
		<b>\$1,174.24</b>	<b>Subtotal for Dept. Golf Course</b>
00048798	USPS 57155809430310940	\$211.59	
00048933	USPS 57155809430310940	\$243.20	
00049601	USPS 57155809430310940	\$97.35	
		<b>\$552.14</b>	<b>Subtotal for Dept. Health Insurance</b>
00049753	ANIXTER INC - UPS	\$200.00	
00048840	GEOTEC INDUSTRIAL SUPP	\$309.00	
00048869	NOLAND FEED INC.	\$110.25	
00049930	ENERGY LABORATORIES	\$40.00	
00049931	BLOEDORN LUMBER CASPER	\$29.99	
00049949	CODALE ELECTRIC-CASPER	\$57.76	
00049598	BRIDGER STEEL CASPER	\$145.24	
00049955	SNOBLOX SNOJAX	\$1,227.38	
00049847	71 SOIL AND STONE	\$89.17	
00048969	THE HOME DEPOT #6001	\$209.91	
		<b>\$2,418.70</b>	<b>Subtotal for Dept. Hogadon</b>
00049554	IN PEDENS INC.	\$30.00	
		<b>\$30.00</b>	<b>Subtotal for Dept. Human Resources</b>
00049653	PFG VISTAR DE	\$315.61	
00049888	SAMS INTERNET	\$172.25	
00049896	FACEBK 3SAYJASTE2	\$10.00	
00049908	SAMS CLUB #6425	\$147.60	
00049698	BECKER ARENA PRODUC	\$161.57	
00049611	OVERHEAD DOOR CO OF CA	\$297.78	
00049835	CASPER RECREATIONAL LE	\$100.00	
00049888	SAMS INTERNET	\$175.88	
00049526	IN PEDENS INC.	\$364.00	
00049587	WEAR PARTS INC	\$116.23	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049736	AGP PROPANE SERVICES	\$89.67	
00049833	ATLAS OFFICE PRODUCTS	\$69.54	
00049644	WM SUPERCENTER #1617	\$11.97	
00049662	FARMER BROS CO	\$179.54	
00049523	AGP PROPANE SERVICES	\$158.54	
00049574	SAMSCLUB #6425	\$67.92	
00049574	SAMSCLUB #6425	\$92.74	
00049801	SAMSCLUB #6425	\$114.08	
00049552	AGP PROPANE SERVICES	\$50.19	
00049432	WAL-MART #3778	\$26.52	
		<b>\$2,721.63</b>	<b>Subtotal for Dept. Ice Arena</b>
00049991	CONOCO - PUMP N PACK	\$11.25	
00050096	LITTLE AMERICA CHEYE	\$11.54	
00050141	PILOT 00007591	\$10.24	
00049738	AMAZON.COM AMZN.COM/BI	\$43.81	
00050006	SAMSCLUB #6425	\$36.63	
00050171	CHEYENNE LITTLE AMERIC	\$100.10	
00050053	MCDONALD'S F7608	\$7.00	
		<b>\$220.57</b>	<b>Subtotal for Dept. Information Services</b>
00049808	NORCO INC	\$177.10	
00049703	COCA COLA BOTTLING CO	\$118.20	
00049825	DOLLAR TREE	\$16.60	
00049754	CASPER STAR TRIBUNE	\$213.64	
00049947	VZWRLSS APOCC VISB	\$379.82	
00049764	WAL-MART #3778	\$17.61	
		<b>\$922.97</b>	<b>Subtotal for Dept. Metro Animal</b>
00049981	ACTION BAIL BONDS	\$224.87	
00049952	B & B RUBBER STAMP SHO	\$30.95	
00050155	TOP OFFICE PRODUCTS IN	\$60.91	
00049889	NATRONA CNTY WY CLERK	\$18.00	
00049633	ATLAS OFFICE PRODUCTS	\$46.82	
00050140	REI MATTHEW BENDER &CO	\$126.43	
00050076	IN POWDER RIVER SHRED	\$21.00	
00049372	ATLAS OFFICE PRODUCTS	\$60.29	
		<b>\$589.27</b>	<b>Subtotal for Dept. Municipal Court</b>
00050018	BLOEDORN LUMBER CASPER	\$699.99	
00049826	CPS DISTRIBUTORS INC C	\$22.22	
00049811	BLOEDORN LUMBER CASPER	\$27.58	
00049414	BLOEDORN LUMBER CASPER	\$10.04	
00049810	CPS DISTRIBUTORS INC C	\$786.65	
00049845	CPS DISTRIBUTORS INC C	\$2.55	
00049752	BAILEYS ACE HDWE	\$27.98	
00049783	CPS DISTRIBUTORS INC C	\$295.19	
00049780	AMAZON.COM	\$57.94	
00050142	DAVIDSON MECHANICAL, I	\$155.00	
00049746	WEAR PARTS INC	\$7.48	
00049770	SEARS ROEBUCK 2341	\$62.47	
00049768	BAILEYS ACE HDWE	\$8.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049829	SP DENVER 1417 JENA ST	\$1,927.00	
00049755	MICHAELSFENCE&SUPPLYIN	\$86.79	
00049785	CPS DISTRIBUTORS INC C	\$25.18	
00049355	CPS DISTRIBUTORS INC C	\$369.28	
00049440	THE HOME DEPOT #6001	\$7.62	
00049675	BRIDGER STEEL CASPER	\$475.85	
00049499	CPS DISTRIBUTORS INC C	\$220.31	
00049450	LIGHTORAMAI	\$741.76	
00050021	BAILEYS ACE HDWE	\$67.30	
00049692	HOSE & RUBBER SUPPLY I	\$13.57	
00049410	WEAR PARTS INC	\$28.90	
00050056	WEAR PARTS INC	\$4.70	
00049669	CASPER CONTRACTORS SUP	\$32.12	
00049387	CPS DISTRIBUTORS INC C	\$699.35	
00049292	GAMETIME	\$5,664.45	
00048891	CASPER WINNELSON CO	\$632.00	
00049548	CASPER WINNELSON CO	\$203.58	
00049686	SQ ATLANTIC ELECTRIC,	\$800.00	
00049402	ALPINE MOTOR SPORTS	\$23.97	
00049745	CPS DISTRIBUTORS INC C	\$36.72	
00049964	BAILEYS ACE HDWE	\$43.98	
00049531	WYOMING STEEL AND RECY	\$281.00	
00049919	CPS DISTRIBUTORS INC C	\$20.89	
00049560	WEAR PARTS INC	\$139.62	
00049895	BLOEDORN LUMBER CASPER	\$20.08	
00049879	MENARDS CASPER WY	\$79.98	
00049458	BAILEYS ACE HDWE	\$4.49	
00049483	BLOEDORN LUMBER CASPER	\$37.66	
00049604	WEAR PARTS INC	\$123.11	
00049901	SUTHERLANDS 2219	\$26.99	
00049818	CASPER WINNELSON CO	\$397.59	
00049779	SHERWIN WILLIAMS 70343	\$219.65	
00049579	KISTLER TENT AND AWNIN	\$115.00	
00050037	PACIFIC HIDE AND FUR #	\$10.82	
00049255	GALLES GREENHOUSE AND	\$965.00	
00049875	NORCO INC	\$58.23	
		<b>\$16,767.63</b>	<b>Subtotal for Dept. Parks</b>
00049255	GALLES GREENHOUSE AND	\$6,172.00	
		<b>\$6,172.00</b>	<b>Subtotal for Dept. Perpetual Care</b>
00050118	ALBERTSONS STO00000604	\$3.97	
00049944	LITTLE CAESARS 1989 00	\$130.04	
00049902	FACEBK 4D4V3AJU52	\$25.00	
00049773	WESTERN WYOMING LOCK &	\$5.00	
00049975	ATLAS REPRODUCTION	\$45.00	
00050066	CASPER STAR TRIBUNE	\$70.08	
00050073	CASPER STAR TRIBUNE	\$200.12	
00050097	CASPER STAR TRIBUNE	\$61.88	
00050177	LITTLE CAESARS 1989 00	\$168.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00050082	ALBERTSONS STO00000604	\$35.11	
00049809	ATLAS OFFICE PRODUCTS	\$24.76	
00049792	AMBI MAIL AND MARKETIN	\$10.00	
00049631	EXXONMOBIL 97279426	\$19.75	
00050081	ALBERTSONS STO00000604	\$22.73	
		<b>\$821.44</b>	<b>Subtotal for Dept. Planning</b>
00049839	DECKER AUTO GLASS	\$405.62	
00049617	LEXISNEXIS RISK DAT	\$9,217.95	
00049614	SAMS CLUB #6425	\$93.54	
00049567	OFFICEMAX/OFFICEDEPOT6	\$154.05	
00049555	2 DOORS DOWN	\$12.19	
00049516	CPU IIT	\$126.80	
00049789	THE RADAR SHOP	\$67.50	
00050004	IN JERRY POST, PSY.D.	\$1,052.50	
00049782	CASPER ANIMAL MEDICAL	\$64.40	
00050105	NATIONAL MEDICAL SVC	\$50.00	
00049509	MAD TRANS. & TOWING	\$317.50	
00050059	EXPERIAN EXP PAY CC	\$50.67	
00050050	HARTZ E&F TOWING & REC	\$681.00	
00050034	MERBACK AWARDS COMPANY	\$128.55	
00050102	FEDEX 91191845	\$19.26	
00050012	GLOCK PROFESSIONAL INC	\$250.00	
00049859	2 DOORS DOWN	\$38.94	
00050001	DECKER AUTO GLASS	\$326.36	
00050000	JOHN E. REID AND ASSOC	\$2,200.00	
00049996	TLO TRANSUNION	\$110.00	
00049971	IACA	\$25.00	
00049969	WESTERN WYOMING LOCK &	\$7.50	
00049910	NOODLES & CO 133	\$17.81	
00049874	KUM & GO #913	\$32.08	
00050016	GALLS HQ	\$253.30	
00049473	MAD TRANS. & TOWING	\$285.00	
00049442	JIMMY JOHN'S # 1262	\$11.58	
00049443	IN JOHNSON ROBERTS &	\$78.00	
00046404	EXPEDIA 1139615093506	\$674.71	
00049498	FEDEX 91072164	\$9.75	
00049507	INTOXIMETERS	\$641.80	
00049733	BAILEYS ACE HDWE	\$9.99	
00049456	EXXONMOBIL 47736855	\$23.00	
00049452	THE RADAR SHOP	\$450.43	
		<b>\$17,886.78</b>	<b>Subtotal for Dept. Police</b>
00049427	CASTLEBROOK WELDING &	\$563.00	
		<b>\$563.00</b>	<b>Subtotal for Dept. Police Equipment</b>
00049986	CASPER STAR TRIBUNE	\$802.00	
00049438	COLORADO ORGANIZATION	\$2,220.00	
00049540	PSA WORLDWIDE CORP	\$193.50	
00049832	STAPLES 00114181	\$57.25	
00049960	CREATIVE SERVICES OF N	\$343.95	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

	<b>\$3,616.70</b>	<b>Subtotal for Dept.</b>	Police Grants
00049741 ANTHEM SPRT	\$934.09		
	<b>\$934.09</b>	<b>Subtotal for Dept.</b>	Property & Liability Insurance
00049564 THEPLAINSHOTEL-RTL - Credit	(\$9.48)		
00049716 ATLAS OFFICE PRODUCTS	\$10.64		
00049751 THE UPS STORE 2200	\$9.71		
00050036 SAMS	\$13.99		
00049621 SUBWAY 00134064	\$6.94		
00050036 SAMSCLUB #6425	\$13.99		
00049833 ATLAS OFFICE PRODUCTS	\$69.55		
00049833 ATLAS OFFICE PRODUCTS	\$69.54		
	<b>\$184.88</b>	<b>Subtotal for Dept.</b>	Recreation
00049561 THE HOME DEPOT #6001	\$952.00		
00050048 ALSCO INC.	\$170.74		
00049586 EXXONMOBIL 45947843	\$22.45		
00049624 SAMS CLUB #6425	\$83.80		
00049584 CITY BREW COFFEE CB16	\$110.22		
00049506 OFFICEMAX/OFFICEDEPOT6	\$95.16		
00049836 BAILEYS ACE HDWE	\$38.98		
00049632 THE HOME DEPOT #6001 - Credit	(\$100.00)		
00049615 IN C & C SUPPLY DBA N	\$267.66		
00049607 CASPER TIRE 0000705	\$14.29		
00049593 SAMS CLUB #6425	\$1,292.21		
00049550 ROCKY MOUNTAIN FAMILY	\$85.00		
00049926 SAMS CLUB #6425	\$127.86		
00049798 MICHAELSFENCE&SUPPLYIN	\$28.46		
	<b>\$3,188.83</b>	<b>Subtotal for Dept.</b>	Refuse Collection
00049549 TOWNSQ MEDIA CASPER	\$913.00		
00049286 CASPER CONTRACTORS SUP	\$14.88		
00049467 PIZZA HUT #239	\$41.97		
00049366 BOARD OF PE AND PLS	\$90.00		
00049685 STAPLES 00114181	\$168.14		
00049360 WW GRAINGER	\$174.48		
00049298 WEAR PARTS INC	\$27.17		
00049725 HOSE & RUBBER SUPPLY I	\$3.09		
00049521 THE HOME DEPOT #6001	\$8.85		
00049689 NORCO INC	\$26.88		
	<b>\$1,468.46</b>	<b>Subtotal for Dept.</b>	Sewer
00049642 CASPER CONTRACTORS SUP	\$128.98		
00049750 SQ ATLANTIC ELECTRIC,	\$998.00		
00049767 SQ ATLANTIC ELECTRIC,	\$998.00		
00049646 CASPER CONTRACTORS SUP	\$129.10		
00049658 SHERWIN-WILLIAMS 70896	\$25.60		
00049757 VZWRLSS IVR VB	\$40.03		
00049388 CASPER CONTRACTORS SUP	\$126.72		
00049697 CASPER CONTRACTORS SUP	\$15.74		
00049718 NORCO INC	\$70.42		

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049510 MOUNTAIN STATES LITHOG	\$264.10	
00049720 WAGNER'S OUTDOOR OUTFI	\$16.56	
00049609 ALBERTSONS STO00000620	\$22.41	
00049465 GEOTEC INDUSTRIAL SUPP	\$525.00	
00049469 IMSA A ROCKY MTN SECTI - Credi	(\$1,100.00)	
00049224 SQ ATLANTIC ELECTRIC,	\$560.00	
00049797 CASPER CONTRACTORS SUP	\$12.00	
00049430 CASPER CONTRACTORS SUP	\$3,043.44	
00049457 HARBOR FREIGHT TOOLS 3	\$67.99	
00048771 IMSA A ROCKY MTN SECTI	\$1,100.00	
00049719 AM SIGNAL INC	\$1,265.28	
	<b>\$8,309.37</b>	<b>Subtotal for Dept. Streets</b>
00049837 KNIFE RIVER 5701	\$510.00	
00049953 NCL OF WISCONSIN INC	\$37.33	
00049762 WW GRAINGER	\$324.12	
00049730 DATA CONNECT ENTRPRS I	\$529.50	
00049766 CASPER WINNELSON CO	\$21.32	
00049781 OWPSACSTATE	\$92.00	
00049570 TFS FISHER SCI ATL	\$224.42	
00049997 DOMINO'S 6041	\$48.92	
00049175 WW GRAINGER	\$184.66	
00049748 ENERGY LABORATORIES	\$5,201.00	
00049760 WESTCOAST ROTOR, INC	\$1,591.18	
00049384 ANIXTER INC - UPS	\$414.00	
00050009 FASTENAL COMPANY01	\$18.15	
00049676 CRUM ELECTRIC SUPPLY C	\$52.56	
00049583 CASPER CONTRACTORS SUP	\$436.20	
00049623 TFS FISHER SCI ATL	\$27.04	
00050015 WW GRAINGER	\$77.65	
00049362 NCL OF WISCONSIN INC	\$62.63	
00050043 ALSCO INC.	\$467.15	
00049585 KNIFE RIVER 5701	\$25.00	
00049453 TFS FISHER SCI ATL	\$76.92	
00050007 DOMINO'S 6041 - Credit	(\$50.92)	
00049407 WW GRAINGER	\$274.41	
00049485 CPS DISTRIBUTORS INC C	\$193.82	
	<b>\$10,839.06</b>	<b>Subtotal for Dept. Waste Water</b>
00049568 ENERGY LABORATORIES, I	\$340.00	
00049913 THE HOME DEPOT #6001	\$23.92	
00049578 ENERGY LABORATORIES, I	\$340.00	
00049906 FEDEX 91191469	\$36.94	
00049911 NACE INTERNATIONAL	\$130.00	
00049562 ENERGY LABORATORIES, I	\$340.00	
00049539 ENERGY LABORATORIES, I	\$24.00	
00049537 ENERGY LABORATORIES, I	\$20.00	
00049536 GEORGE T SANDERS 20	\$93.18	
00049674 BAILEYS ACE HDWE	\$3.58	
00049640 CASPER CONTRACTORS SUP	\$12.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## P-CARD VENDORS

00049806	CASPER CONTRACTORS SUP	\$202.00	
00049805	MENARDS CASPER WY	\$6.99	
00049356	CONOCO - HOMAX OIL SAL	\$46.98	
00049729	MENARDS CASPER WY	\$14.55	
00049691	MOUNTAIN STATES PIPE	\$4,216.01	
00049684	NATIONAL METER AND AUT	\$1,687.75	
00049425	ATLAS OFFICE PRODUCTS	\$17.26	
00048984	MOUNTAIN STATES PIPE	\$4,106.55	
00049591	SUTHERLANDS 2219	\$26.92	
00049603	ENERGY LABORATORIES, I	\$75.00	
00049610	SUTHERLANDS 2219	\$12.82	
00049772	ENERGY LABORATORIES, I	\$150.00	
		<b>\$11,926.45</b>	<b>Subtotal for Dept. Water</b>
00049524	NORCO INC	\$10.57	
00049665	UPS 0000008F045W396	\$58.87	
00049893	ENERGY LABORATORIES	\$581.00	
00049365	NORCO INC	\$10.61	
00049735	IN INDUSTRIAL MAINTAI	\$341.00	
00049411	MICHAELSFENCE&SUPPLYIN	\$17.10	
00049795	NORCO INC - Credit	(\$10.61)	
00049482	ALBERTSONS STO00000604	\$14.99	
00049448	COASTAL CHEMICAL CO LL	\$45.68	
00049487	WW GRAINGER	\$206.78	
00049814	IN INDUSTRIAL MAINTAI	\$200.00	
00049920	CPU IIT	\$24.99	
00049945	UPS 0000008F045W406	\$58.87	
00049966	GEORGE T SANDERS 20	\$594.00	
00049525	EUROFINS EATON ANALYTI	\$200.00	
		<b>\$2,353.85</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00049405	MURDOCH'S RANCH & HOME	\$39.99	
00049434	HOSE & RUBBER SUPPLY I	\$12.95	
00049925	TRACTOR SUPPLY CO #199	\$12.99	
00049905	DULTMEIER SALES LLC	\$158.88	
00049817	RESPOND FIRST AID OF W	\$29.57	
00049951	BAILEYS ACE HDWE	\$25.98	
00049028	VAN DIEST SUPPLY COMPA	\$1,848.62	
		<b>\$2,128.98</b>	<b>Subtotal for Dept. Weed And Pest</b>
		<b>\$227,327.96</b>	<b>Subtotal for Vendor</b>

## PEREZ, TERESA

0027370871	UTILITY REFUND	\$28.38	
		<b>\$28.38</b>	<b>Subtotal for Dept. Water</b>
		<b>\$28.38</b>	<b>Subtotal for Vendor</b>

## POPE CONSTRUCTION,INC

7432	COMPOST BUILDING	\$21,646.34
7434	BUILDING REPAIRS	\$1,546.25
7433	BUILDING REPAIRS	\$312.00

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## POPE CONSTRUCTION,INC

7435 DOWN SPOUT REPAIRS

**\$23,504.59** Subtotal for Dept. Balefill  
\$2,169.60  
**\$2,169.60** Subtotal for Dept. Refuse Collection  
**\$25,674.19** Subtotal for Vendor

## POWDER RIVER CONSTRUCTION INC

2 SCHOOL WALKABILITY  
RIN0027107 RETAINAGE

(\$6,947.15)  
\$6,947.15  
**\$0.00** Subtotal for Dept. Capital Projects - Engineering

2 SCHOOL WALKABILITY PROJECT  
2 SCHOOL WALKABILITY

\$79,407.20  
\$19,851.80  
**\$99,259.00** Subtotal for Dept. Streets  
**\$99,259.00** Subtotal for Vendor

## PRESERVATION SOLUTIONS

RIN0027080 WYOPASS CONFERENCE

\$645.66  
**\$645.66** Subtotal for Dept. Planning  
**\$645.66** Subtotal for Vendor

## PROFORCE LAW ENFORCEMENT

287335 SUPPLIES

\$202.83  
**\$202.83** Subtotal for Dept. Police  
**\$202.83** Subtotal for Vendor

## RAMIREZ, AMBER

0027370873 UTILITY REFUND

\$17.14  
**\$17.14** Subtotal for Dept. Water  
**\$17.14** Subtotal for Vendor

## RICHARD "ZAK" SZEKELY

RIN0027087 COURT APPOINTED ATTORNEY

\$275.00  
**\$275.00** Subtotal for Dept. Municipal Court  
**\$275.00** Subtotal for Vendor

## RIVER WORKS INC.

8 MORAD PARK NORTH PLATTE RIVER  
7 MORAD PARK NORTH PLATTE RIVER

\$531.25  
\$2,899.99  
**\$3,431.24** Subtotal for Dept. Streets  
**\$3,431.24** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00014910071622 ELECTRICITY  
AP00016910071622 ELECTRICITY

\$4,882.38  
\$1,186.20  
**\$6,068.58** Subtotal for Dept. Aquatics

AP00015010071622 ELECTRICITY

\$190.87  
**\$190.87** Subtotal for Dept. Cemetery

AP00015110071622 ELECTRICITY

\$4,516.21

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## ROCKY MOUNTAIN POWER

AP00015110071622 ELECTRICITY	\$484.02	
AP00015110071622 ELECTRICITY	\$103.64	
AP00015110071622 ELECTRICITY	\$732.98	
	<b>\$5,836.85</b>	<b>Subtotal for Dept. City Hall</b>
AP00015510071622 ELECTRICITY	\$2,634.34	
	<b>\$2,634.34</b>	<b>Subtotal for Dept. Fire</b>
AP00015410071622 ELECTRICITY	\$3,132.18	
	<b>\$3,132.18</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
AP00015610071622 ELECTRICITY	\$989.78	
	<b>\$989.78</b>	<b>Subtotal for Dept. Fort Caspar</b>
AP00015710071622 ELECTRICITY	\$4,088.03	
	<b>\$4,088.03</b>	<b>Subtotal for Dept. Golf Course</b>
AP00015910071622 ELECTRICITY	\$5,080.98	
	<b>\$5,080.98</b>	<b>Subtotal for Dept. Ice Arena</b>
AP00016010071622 ELECTRICITY	\$831.55	
	<b>\$831.55</b>	<b>Subtotal for Dept. Metro Animal</b>
AP00018010071622 ELECTRICITY	\$2,818.53	
AP00016110071622 ELECTRICITY	\$3,423.46	
	<b>\$6,241.99</b>	<b>Subtotal for Dept. Parks</b>
AP00016210071622 ELECTRICITY	\$334.10	
	<b>\$334.10</b>	<b>Subtotal for Dept. Police</b>
AP00015210071622 ELECTRICITY	\$4,877.95	
	<b>\$4,877.95</b>	<b>Subtotal for Dept. Recreation</b>
AP00016310071622 ELECTRICITY	\$379.60	
	<b>\$379.60</b>	<b>Subtotal for Dept. Sewer</b>
AP00016410071622 ELECTRICITY	\$47,269.44	
	<b>\$47,269.44</b>	<b>Subtotal for Dept. Streets</b>
AP00016610071622 ELECTRICITY	\$29,786.58	
	<b>\$29,786.58</b>	<b>Subtotal for Dept. Waste Water</b>
AP00016510071622 ELECTRICITY	\$31,599.45	
	<b>\$31,599.45</b>	<b>Subtotal for Dept. Water</b>
	<b>\$149,342.27</b>	<b>Subtotal for Vendor</b>

## ROTARY CLUB OF CASPER

3638 ROTARY DUES	\$217.00	
4041 ROTARY DUES	\$217.00	
	<b>\$434.00</b>	<b>Subtotal for Dept. City Manager</b>
	<b>\$434.00</b>	<b>Subtotal for Vendor</b>

## SALTUS TECHNOLOGIES, LLC

1610-05 DIGITICKET	\$600.00	
	<b>\$600.00</b>	<b>Subtotal for Dept. Police Equipment</b>
	<b>\$600.00</b>	<b>Subtotal for Vendor</b>

## SAM PARSON'S UPHOLSTERY

673870 REUPHOLSER SEAT CUSHIONS	\$164.00	
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# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## SAM PARSON'S UPHOLSTERY

**\$164.00** Subtotal for Dept. Fleet Maintenance  
**\$164.00** Subtotal for Vendor

## SCHERER BROTHERS CONSTRUCTION INC.

091616 SAND

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

## SCS AQUATERRA

RIN0027095 GAS COLLECTION  
RIN0027095 GAS COLLECTION

\$264,785.06  
(\$26,478.51)  
**\$238,306.55** Subtotal for Dept. Balefill  
**\$238,306.55** Subtotal for Vendor

## SEAN INGLEDEW

2398 CLOTHING REIMBURSEMENT  
2398 TRAINING REIMBURSEMENT

\$47.50  
\$98.00  
**\$145.50** Subtotal for Dept. Sewer  
**\$145.50** Subtotal for Vendor

## SENIOR PATIENT ADVOCATES

2016-0448 OTHER CONTRACTUAL

\$450.00  
**\$450.00** Subtotal for Dept. Health Insurance  
**\$450.00** Subtotal for Vendor

## SHAFFER, TIFFANY

0027370862 UTILITY REFUND

\$196.58  
**\$196.58** Subtotal for Dept. Water  
**\$196.58** Subtotal for Vendor

## SHAULIS, EUGENE

0027370863 UTILITY REFUND

\$5.88  
**\$5.88** Subtotal for Dept. Water  
**\$5.88** Subtotal for Vendor

## SHOSHONE DISTRIBUTING CO., INC.

4442 SUPPLIES

\$855.00  
**\$855.00** Subtotal for Dept. General - Fort Caspar  
**\$855.00** Subtotal for Vendor

## SPELLMAN TECHNOLOGIES, INC.

33805 MONTHLY MAINT AGREE

\$11,844.00  
**\$11,844.00** Subtotal for Dept. Communications Center  
**\$11,844.00** Subtotal for Vendor

## STAR LINE FEEDS

240967 PET FOOD

\$502.25  
**\$502.25** Subtotal for Dept. Metro Animal

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## STAR LINE FEEDS

**\$502.25** Subtotal for Vendor

### STATE OF WY. - DEPT. OF REVENUE

SEPTEMBER 2016 SALES TAX SEPT 2016	(\$0.48)	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$4.93	
	<b>\$4.45</b>	Subtotal for Dept. Aquatics
SEPTEMBER 2016 SALES TAX SEPT 2016	\$148.59	
	<b>\$148.59</b>	Subtotal for Dept. Balefill
SEPTEMBER 2016 SALES TAX SEPT 2016	\$1,009.83	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$222.31	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$6.71	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$6,217.18	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$139.24	
SEPTEMBER 2016 SALES TAX SEPT 2016	(\$670.09)	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$276.45	
SEPTEMBER 2016 SALES TAX SEPT 2016	\$7,785.11	
	<b>\$14,986.74</b>	Subtotal for Dept. Casper Events Center
SEPTEMBER 2016 SALES TAX SEPT 2016	\$435.25	
	<b>\$435.25</b>	Subtotal for Dept. Fort Caspar
SEPTEMBER 2016 SALES TAX SEPT 2016	(\$508.14)	
	<b>(\$508.14)</b>	Subtotal for Dept. General Fund Revenue
SEPTEMBER 2016 SALES TAX SEPT 2016	\$316.01	
	<b>\$316.01</b>	Subtotal for Dept. Ice Arena
SEPTEMBER 2016 SALES TAX SEPT 2016	\$14.89	
	<b>\$14.89</b>	Subtotal for Dept. Recreation
	<b>\$15,397.79</b>	Subtotal for Vendor

### STATE OF WY. - NOTARY DIV.

RIN0027101 NOTARY	\$30.00	
	<b>\$30.00</b>	Subtotal for Dept. City Manager
RIN0027112 NOTARY	\$30.00	
RIN0027113 NOTARY	\$30.00	
RIN0027114 NOTARY	\$30.00	
	<b>\$90.00</b>	Subtotal for Dept. Police
	<b>\$120.00</b>	Subtotal for Vendor

### STEVENS ENGINEERS INC

10699 ICE ARENA CHILLER SYSTEM	\$8,340.00	
	<b>\$8,340.00</b>	Subtotal for Dept. Casper Ice Arena
	<b>\$8,340.00</b>	Subtotal for Vendor

### SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC

6282 CRANE INSPECTION	\$200.00
6282 CRANE INSPECTION	\$200.00
6282 HOIST INSPECTIONS	\$2,615.00
6338 WIRE ROPE AND BINDER CHAINS	\$465.56
6282 SCISSOR LIFT INSPECTION	\$200.00

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## SUPERIOR INDUSTRIAL SUPPLY & EQUIPMENT INC

6282 FORKLIFT INSPECTION	\$200.00	
6282 OVERHEAD HOIST ELECT INSPECTIO	\$375.00	
6282 WRECKER TRUCK INSPECTION	\$200.00	
6281 INSTALL FALL PROTECTION SYSTEM	\$400.00	
	<b>\$4,855.56</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
	<b>\$4,855.56</b>	<b>Subtotal for Vendor</b>

## SYSCO FOOD SVCS. CORP.

609290399 PRODUCT	\$3,811.40	
609220342 PRODUCT	\$2,697.91	
609220342 PRODUCT	\$253.60	
609230131 PRODUCT	\$664.98	
609290399 PRODUCT	\$211.31	
	<b>\$7,639.20</b>	<b>Subtotal for Dept. Casper Events Center</b>
	<b>\$7,639.20</b>	<b>Subtotal for Vendor</b>

## TEST AMERICA LABORATORIES, INC

28183113 OTHER TESTING	\$1,473.00	
28183240 SAMPLE ANALYSIS	\$1,445.00	
	<b>\$2,918.00</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$2,918.00</b>	<b>Subtotal for Vendor</b>

## TOMMY ANDERSON

1-250918 BOOT REIMBURSEMENT	\$75.00	
	<b>\$75.00</b>	<b>Subtotal for Dept. Water</b>
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>

## TRAFFIC SAFETY SERVICES, INC

1 RETAINAGE	(\$11,521.75)	
	<b>(\$11,521.75)</b>	<b>Subtotal for Dept. Capital Projects - Traffic</b>
1 2ND STREET INLAID STRIPING	\$230,435.00	
	<b>\$230,435.00</b>	<b>Subtotal for Dept. Traffic</b>
	<b>\$218,913.25</b>	<b>Subtotal for Vendor</b>

## TRIHYDRO CORP.

112478 PLATTE RIVER RUSSIAN OLIVE MON	\$150.00	
	<b>\$150.00</b>	<b>Subtotal for Dept. Refuse Collection</b>
	<b>\$150.00</b>	<b>Subtotal for Vendor</b>

## VENTURE TECHNOLOGIES/ISC, INC.

SIN016978 VT WATCH MAINTENANCE	\$2,419.35	
	<b>\$2,419.35</b>	<b>Subtotal for Dept. Communications Center</b>
	<b>\$2,419.35</b>	<b>Subtotal for Vendor</b>

## VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2287 LICENSES	\$1,800.00	
	<b>\$1,800.00</b>	<b>Subtotal for Dept. Code Enforcement</b>
2287 LICENSES	\$450.00	

# Bills and Claims

City of Casper

05-Oct-16 to 18-Oct-16

## VIEWPOINT GOVERNMENT SOLUTIONS, INC.

**\$450.00** Subtotal for Dept. Engineering  
**\$2,250.00** Subtotal for Vendor

## VISITS LLC

3672 CAR WASH -

\$5.00

**\$5.00** Subtotal for Dept. Code Enforcement

3669 CAR WASH TOKENS

\$172.57

**\$172.57** Subtotal for Dept. Police

**\$177.57** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0027090 BOOSTER IRRIGATION

\$130.20

**\$130.20** Subtotal for Dept. Water Treatment Plant

**\$130.20** Subtotal for Vendor

## WESTERN PLAINS LANDSCAPING LLC.

20463 2016 SOLID WASTE FACILITIES

\$25,975.00

**\$25,975.00** Subtotal for Dept. Balefill

**\$25,975.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

130130040 MIDWEST AVE RECONSTRUCTION

\$12,101.89

**\$12,101.89** Subtotal for Dept. Streets

**\$12,101.89** Subtotal for Vendor

## WHITNEY, MARY

0027370865 UTILITY REFUND

\$11.45

**\$11.45** Subtotal for Dept. Water

**\$11.45** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2016-109999 MATERIAL TESTING

\$335.08

**\$335.08** Subtotal for Dept. Streets

2016-109999 MATERIAL TESTING

\$1,154.17

**\$1,154.17** Subtotal for Dept. Water

**\$1,489.25** Subtotal for Vendor

## WOLF GANG OF WY

1038 PROGRAMMING

\$2,555.55

**\$2,555.55** Subtotal for Dept. Council

**\$2,555.55** Subtotal for Vendor

**Grand Total \$3,318,898.71**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 010/18/16

**Payroll Disbursements**

10/5/16	FIRE PAYROLL	\$ 159,366.72
10/5/16	BENEFITS & DEDUCTIONS	\$ 28,079.55
10/6/16	CITY PAYROLL	\$ 1,171,638.52
10/6/16	BENEFITS & DEDUCTIONS	\$ 204,983.46
10/17/16	FIRE PAYROLL	\$ 174,396.34
10/17/16	BENEFITS & DEDUCTIONS	\$ 32,039.50

	<b>Total Payroll</b>	<u><u>\$ 1,770,504.09</u></u>
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**Additional Fees**

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

	<b>Total Additional AP</b>	<u><u>\$ -</u></u>
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October 7, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Establish November 1, 2016, as the public hearing date for consideration of a Council-initiated zone change.

Recommendation:

That Council, by minute action, establish November 1, 2016, as the public hearing date for consideration of a Council-initiated zone change of a portion of the South Poplar Street Corridor from OYDSPC (Old Yellowstone District and South Poplar Street Corridor form-based code) to C-2 (General Business).

Summary:

In accordance with Section 17.12.160 of the Casper Municipal Code, City Council can initiate zone changes. The City Council created the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) form-based code as a new zoning classification in June of 2008, based on the West Central and South Poplar Street Corridor Plan which was adopted by Council in September of 2007. Simultaneously, in 2008, the Council rezoned approximately 130-acres to the OYDSPC form-based code, including approximately 30-acres consisting of the area generally east and west of South Poplar Street, south from West Collins Drive to CY Avenue.

The form-based code was the first of its kind adopted in Wyoming, and differs from traditional zoning in that the emphasis is not primarily on regulating the land uses themselves, but instead, the code focuses on the design, form, and architecture of development. The purpose of these efforts was to manage the redevelopment and reinvigoration of the 130-acre area, and to create an extension of the downtown which would be similar in character, appearance and design.

At the time that the plan was developed and the OYDSPC form-based code was adopted there were plans by the Wyoming Department of Transportation (WYDOT) for the reconstruction of South Poplar Street as a tree-lined boulevard street with landscaped islands in the median. The reconstruction of South Poplar Street would have required the acquisition of additional right-of-way in the area, resulting in the razing of a significant number of structures. WYDOT's plans have never materialized.

It has been approximately eight (8) years since the rezoning of the area to OYDSPC. The City Council recently approved a zone change of a large portion of the South Poplar Street Corridor along South Cedar Street, from West Collins to CY Avenue, after a

review of the redevelopment area, and a determination that the form-based code is not well suited to the redevelopment efforts of that area. The form-based-code was designed to create a downtown character, and in many ways, is poorly tailored to the type of revitalization that is likely in the South Poplar Street Corridor.

During the recent zone change process, a property owner on South Poplar Street spoke in favor of the zone change, and requested that the properties fronting on South Poplar Street also be considered for a zone change. The future land uses along South Poplar Street would most likely be commercial, as opposed to residential, as was the case along South Cedar Street. The case can be made that the form-based-code is also not suited to the type of development that makes sense along South Poplar Street. South Poplar Street is a high-volume, high-speed street, designed primarily to move traffic. The form-based code focuses on pushing structures to the front of the lots, and bringing the architecture of the buildings to a pedestrian/walkable scale. The purpose and design of South Poplar Street seems to be at odds with the purpose and goal of the form-based code. The OYD Advisory Committee discussed the zone change proposal at their July meeting, and was unanimous in their understanding and support of the change.

Should Council decide to approve a zone change of the area, staff would recommend that the remainder of the South Poplar Street corridor be rezoned to C-2 (General Business) zoning. The C-2 (General Business) zoning district allows a very broad range of commercial, office, and residential uses. As development projects are brought forward, the City would review site plans for compliance with typical development standards, including, but not limited to, access, parking, landscaping, and lighting.

The City Council discussed the potential zone change at its public work session on September 13, 2016.

October 5, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Assistant City Manager *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Customer Service Supervisor *CL*

SUBJECT: Establish Public Hearing for the consideration of the Transfer of Ownership and Location for Retail Liquor License No. 32, from Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street to Roaring 22, Inc., d.b.a Roaring 22, located at 314 Midwest Avenue.

Recommendation:

That Council, by minute action, establish November 15, 2016, as the Public Hearing date for the consideration of a Transfer of Ownership and Location for Retail Liquor License No. 32, from Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street to Roaring 22, Inc., d.b.a Roaring 22, located at 314 Midwest Avenue.

Summary:

An application has been received for a Transfer of Ownership and Location for Retail Liquor License No. 32, from Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street to Roaring 22, Inc., d.b.a Roaring 22, located at 314 Midwest Avenue.

Currently, Western States, Inc., holds Retail Liquor License No. 32. Municipal Code 5.08.100(B) states that no more than one license or permit shall be issued to any one entity. Upon approval of a Resort Liquor License, Western States, Inc. would then transfer their Retail Liquor License to Roaring 22, LLC., d.b.a Roaring 22.

The State of Wyoming Liquor Division will duly review the application. Per State Statute 12-4-104 (d) and Municipal Code 5.08.070 (D), when any application is filed with the City, the City must immediately forward a copy of the application to the Wyoming Liquor Commission. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

October 5, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Customer Service Supervisor *CMJ*

SUBJECT: Establish Public Hearing for New Resort Liquor License No. 5, Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street.

Recommendation:

That Council, by minute action, establish November 15, 2016, as the Public Hearing date for the consideration of the issuance of a new Resort Liquor License No. 5 to Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street.

Summary:

An application has been received for a new Resort Liquor License No. 5 from Western States, Inc., d.b.a Ramada Plaza Riverside, located at 300 West 'F' Street.

Per State Statute 12-4-401 (b) and Municipal Code 5.08.240 (B) to qualify for a resort liquor license, the resort complex must:

- Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land.
- Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons.
- Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.

The applicant has satisfied these requirements.

Additional stipulations for resort liquor licenses are:

- Upon approval of the City Council, license ownership may be transferred to a purchaser or lessee of the licensed premises, but the license may not be transferred to another location.
- Resort Liquor Licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.

Currently, Western States, Inc., holds Retail Liquor License No. 32. Municipal Code 5.08.100(B) states that no more than one license or permit shall be issued to any one entity. Upon approval of the Resort Liquor License, Western States, Inc. would then transfer their Retail Liquor License to Roaring 22, LLC., d.b.a Roaring 22, upon approval of the City Council.

The State of Wyoming Liquor Division will duly review the application. Per State Statute 12-4-104 (d) and Municipal Code 5.08.070 (D), when any application is filed with the City, the City must immediately forward a copy of the application to the Wyoming Liquor Commission. The City of Casper Fire Department, City of Casper Planning and Community Development, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

October 11, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Public hearing date for consideration of a zone change of Lots 1 - 3, Block 3; Lot 1, Block 4; and Lot 1 Block 2; Harmony Hills Addition No. 2 – Phase 2; located at 1725, 1625, 1575, 1525, and 4911 Yesness Court.

Recommendation:

That Council, by ordinance, approve a zone change of Lots 1 - 3, Block 3; Lot 1, Block 4; and Lot 1 Block 2; Harmony Hills Addition No. 2 – Phase 2; located at 1725, 1625, 1575, 1525, and 4911 Yesness Court, from C-2 (General Business) to R-2 (One Unit Residential).

Summary:

The applicants in this case have applied for a zone change of five (5) lots in the Harmony Hills development area, east of South Poplar Street, along the south side of Yesness Court. The lots are currently vacant, zoned C-2 (General Business), and are planned for development as single-family residential homes. The majority of the Harmony Hills development is zoned C-2 (General Business), which allows mixed land uses, including residential, offices, and commercial uses. Although single-family residential homes are a permitted use in the C-2 (General Business) zoning district, a zone change of the lots to R-2 (One Unit Residential) is desired because of financing complications. The applicants have found that there are no comparable single-family homes located in a C-2 (General Business) zoning district in Casper, by which appraisals can be based, and financing can be secured. The applicants have stated that federal financing regulations have changed, which has had the unintended consequence of complicating appraisal requirements.

The current Casper Area Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. The adopted plan was created in 2000 and was based on approximately two (2) years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone change is proposed, the Planning and Zoning Commission must base their decision on whether to approve the zone change on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, section 17.12.170 of the Casper Municipal Code specifies that staff must review zone change applications in context with the approved Comprehensive Land Use Plan, and provide a

recommendation based on whether the zone change proposal conforms to the Comprehensive Land Use Plan.

The Future Land Use Plan (page 121 of the Casper Area Comprehensive Plan) is the map element of the Comprehensive Land Use Plan that visibly depicts the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to current property owners and future property owners with respect to the desired land use of specific areas. Current property owners are assured, through the Future Land Use Plan, that a certain neighborhood character will be maintained. Purchasers of property can view the Future Land Use Plan to determine whether a property is zoned appropriately as-is, or whether the area is intended to change and transition in land use over time. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately zoned as "General Commercial."

The question of whether the requested zone change would be considered a "spot zoning" was brought up by the applicants during the initial review. City staff is not providing a recommendation, and is not offering guidance one way or the other on this particular request; therefore, the City Council should review the definition and defining characteristics of "spot zoning" to determine whether or not it is applicable. Pursuant to Section 17.08.010 of the Casper Municipal Code, the definition of "spot zoning" is as follows:

"Spot Zoning means the singling out of a particular property or small groups of properties for different treatment from that accorded to similar surrounding land; which is contrary to the general pattern of zoning in the surrounding geographic area and is not in accordance with the comprehensive plan; and, which is designed solely for the economic benefit of the owner of the property receiving special treatment."

The practice of "spot zoning" may be ruled invalid as an arbitrary, capricious and unreasonable treatment of a limited parcel of land by a local zoning ordinance. When a change in zoning does not advance a general public purpose in land use, courts have ruled spot zoning as being illegal. While zoning, in general, regulates the land use in whole districts, spot zoning, in contrast, makes unjustified exceptions for a parcel within a zoning district. The small size of the parcel is not the defining characteristic of a spot zone. Rather, the defining characteristic is the narrowness and unjustified special treatment that benefits a particular owner, while undermining the pre-existing rights and uses of adjacent property owners. If a potential rezone request meets the definition of spot zoning, the zone change should be denied. The Planning and Zoning Commission determined that the requested zone change did not constitute a spot zone in this case.

In addition to the Future Land Use Plan, the Comprehensive Land Use Plan also establishes a list of visions, principles and goals to guide the City's land use policies and decisions. Applicable visions, principles and goals are as follows:

**Vision 1: Diverse Economy** – An expanded, more diversified, and stable local economy that continuously grows new jobs that pay a higher-wage than the current average.

Principle E – Balance Housing Supply with Demands Created by Economic Growth

Goal 7 – Provide a variety of housing types and densities offering convenient and affordable housing to meet the demands created by growth in industrial and commercial development.

**Vision 3: Compact Development** – A compact development pattern of cohesive neighborhoods and corridors.

Principle K – Direct Growth to Encourage Infill and Redevelopment.

Goal 20 – Direct future development to underutilized or vacant parcels within the developed urban area where City services and infrastructure already exist.

Principle L – Encourage Mixed Uses and Compatibility.

**Vision 9: Attainable Housing** – A community that offers a full range of housing types to meet the needs and expectations of people of all incomes, lifestyles and age groups.

Principle Z – Provide for Adequate Attainable Housing

Goal 48 – Promote the availability of adequate, safe, and well-served housing for all age groups and populations in the Casper area.

The proposed R-2 (One Unit Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. Conventional **site-built single-family dwellings** and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;

- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

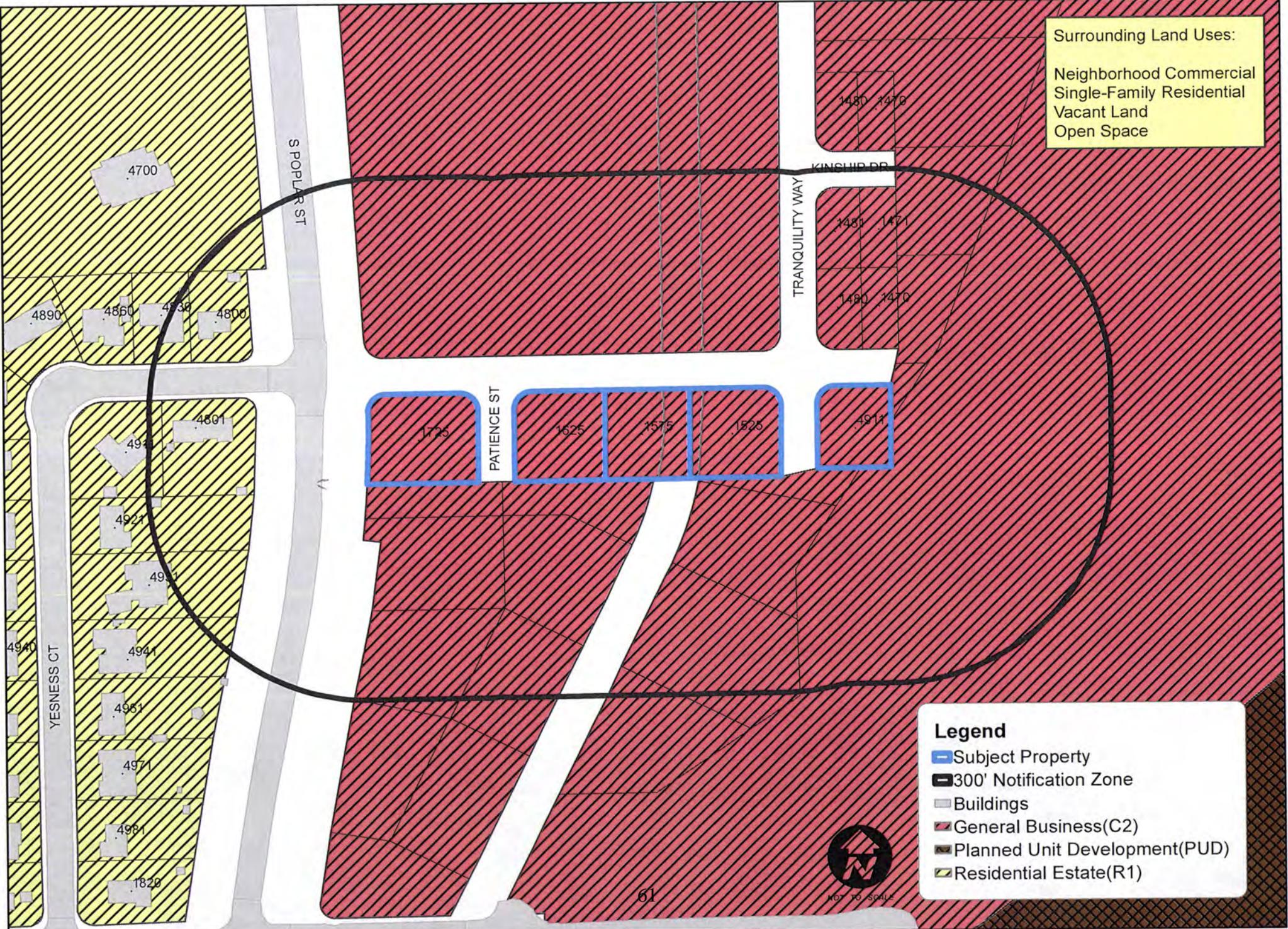
The Planning and Zoning Commission recommended approval of the requested zone change after a public hearing on September 15, 2016. There were no public comments received.

An ordinance has been provided for the Council's consideration.

# 4911, 1525, 1575, 1625, 1725 Yesness Zone Change



# 4911, 1525, 1575, 1625, 1725 Yesness Zone Change



Surrounding Land Uses:  
 Neighborhood Commercial  
 Single-Family Residential  
 Vacant Land  
 Open Space

**Legend**

- Subject Property
- 300' Notification Zone
- Buildings
- General Business(C2)
- Planned Unit Development(PUD)
- Residential Estate(R1)



ORDINANCE NO. 12-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-3, BLOCK 3, LOT 1, BLOCK 4; AND LOT 1, BLOCK 2; ALL LOCATED IN THE HARMONY HILLS ADDITION NO. 2 – PHASE 2, IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification C-2 (General Business) to R-2 (One Unit Residential); and,

WHEREAS, after a public hearing on September 15, 2016, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lots 1 - 3, Block 3; Lot 1, Block 4; and Lot 1, Block 2; Harmony Hills Addition No. 2 – Phase 2; more commonly known as 1725, 1625, 1575, 1525, and 4911 Yesness Court , are hereby rezoned from zoning classification C-2 (General Business) to R-2 (One Unit Residential).

SECTION 2:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

Walter Brown

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

(Ordinance Zone Change for Lots 1-3, Block 3, Lot 1, Block 4; and Lot 1, Block 2; All Located in the Harmony Hills Addition No. 2 – Phase 2, in the City of Casper, Wyoming)

October 18, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Customer Service Supervisor *CM*

SUBJECT: Public Hearing for Transfer of Ownership of Retail Liquor License No. 3, from Poor Boys Holding, LLC., d.b.a Poor Boys Steakhouse, located at 739 North Center to Triple C Food & Beverage, LLC., located at 739 North Center.

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Retail Liquor License No. 3, from Poor Boys Holding, LLC., d.b.a Poor Boys Steakhouse, located at 739 North Center to Triple C Food & Beverage, LLC., located at 739 North Center.

Summary:

An application has been received for Transfer of Ownership of Retail Liquor License No. 3, from Poor Boys Holding, LLC., d.b.a Poor Boys Steakhouse, located at 739 North Center to Triple C Food & Beverage, LLC., located at 739 North Center.

Upon approval of this transfer the business will close for substantial renovations. This applicant has indicated they will satisfy the required minimum purchase per State Statute 12-4-103 (c).

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

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

<b>To be completed by the City/Town or County Clerk:</b>		Formerly Held by: <u>Poor Boys Holding, LLC</u>	
Date Filed With Clerk: <u>09/12/16</u>		Applicant: <u>Triple C Food &amp; Beverage, LLC</u>	
Basic Fee:	Annual Fee	Prorated Fee	Trade Name (dba): _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____	Premise Address: <u>739 N. Center St.</u>
Transfer Fee:	\$ <u>100.00</u>	\$ _____	Number & Street
Total License Fee Collected:	\$ _____	\$ _____	<u>Casper</u> <u>WY</u> <u>82601</u> <u>Natrona</u>
Publishing Fee Collected:	\$ _____	\$ _____	City State Zip County
Publishing Direct Billed:	<input type="checkbox"/>		
Advertising Dates (2 wks):	<u>9/21, 25 10/2, 9th</u>		
Hearing Date:	<u>10, 18, 2016</u>		
LICENSE TERM:	<u>10, 19, 2016</u>		
Through:	<u>03, 31, 2017</u>		
A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Rd. Cheyenne WY 82002-0110 <u>Retail 3</u>		Mailing Address <u>739 N. Center St.</u> Number & Street or P.O. Box <u>Casper</u> <u>WY</u> <u>82601</u> City State Zip Business Telephone Number: ( <u>307</u> ) <u>259-9225</u> Fax Number: ( <u>307</u> ) <u>472-7726</u> E-Mail Address: <u>ccercv@cercvinvestments.com</u>	
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: <b>NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.</b>			

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

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)  
52' x 31' Room on SE End of Building

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

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:  
Lots 1-4 & Lots 14-18, Block 11, North Burlington Addition to the City of Casper, Natrona County, WY Zoned 6B

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

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

(A) **DATE** lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
 (B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

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

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

**RESTAURANT OR BAR AND GRILL LICENSE:**

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

**RESORT LICENSE:**

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

**MICROBREWERY LICENSE:**

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

**WINERY LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)**

Each individual or partner must complete this section.

**If the applicant is filing as a Club:**

Each officer must complete this section.

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

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

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

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

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

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

October 18, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey L. Belser, Support Services Director *TLB*  
Pete Meyers, Assistant Support Services Director *PM*  
Carla Mills-Laatsch, Customer Service Supervisor *CM*

SUBJECT: Public Hearing for Transfer of Ownership of Retail Liquor License No. 18, from Casper Hospitality Group, LLC., d.b.a Wonder Bar, located at 256 South Center to 3OH7 Hospitality, LLC., located at 256 South Center.

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Retail Liquor License No. 18, from Casper Hospitality Group, LLC., d.b.a Wonder Bar, located at 256 South Center to 3OH7 Hospitality, LLC., located at 256 South Center.

Summary:

An application has been received for Transfer of Ownership of Retail Liquor License No. 18, from Casper Hospitality Group, LLC., d.b.a Wonder Bar, located at 256 South Center to 3OH7 Hospitality, LLC., located at 256 South Center.

Upon approval of this transfer the business will close for substantial renovations. This applicant has indicated they will satisfy the required minimum purchase per State Statute 12-4-103 (c).

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

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

<u>To be completed by the City/Town or County Clerk:</u>		Formerly Held by <u>Casper Hospitality Group, LLC</u>	
Date Filed With Clerk: <u>09/12/14</u>	Applicant: <u>3OH7 Hospitality, LLC</u>		
Basic Fee: \$ _____	Annual Fee \$ _____	Prorated Fee \$ _____	Trade Name (dba): <u>None</u>
Add'l Dispensing Room Fee: \$ _____	Premise Address: <u>256 S. Center St</u> <small>Number &amp; Street</small>		
Transfer Fee: \$ <u>100.00</u>	City: <u>Casper</u>	State: <u>WY</u>	Zip: <u>82601</u> County: <u>Natrona</u>
Total License Fee Collected: \$ _____	Mailing Address: <u>256 S Center St</u> <small>Number &amp; Street or P O Box</small>		
Publishing Fee Collected: \$ <u>183.78</u>	City: <u>Casper</u>	State: <u>WY</u>	Zip: <u>82601</u>
Publishing Direct Billed: <input type="checkbox"/>	Business Telephone Number: ( <u>307</u> ) <u>259-9225</u>		
Advertising Dates (2 wks): <u>9/21, 25, 10/2, 9th</u>	Fax Number: ( <u>307</u> ) <u>472-7726</u>		
Hearing Date: <u>10/18/2014</u>	E-Mail Address: <u>ccercy@cercyinvestments.com</u>		
LICENSE TERM: <u>10/19/2014</u> <small>Month Day Year</small>	<b>LICENSING AUTHORITY:</b> Begin publishing promptly. As W.S. 12-4-104(d) specifies: <b>NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.</b>		
Through: <u>03/31/2017</u> <small>Month Day Year</small>			
A copy must be immediately forwarded to: State of Wyoming Liquor Division 6601 Campstool Rd. Cheyenne WY 82002-0110 <u>Retail 18</u>			

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

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:  
 (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)  
25' x 76' Room directly beyond tavern entrance

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

(c) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:  
7000 2000 sq. feet room on south side of 2nd floor.

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:  
Lots 21 & 22, Block 2 of Casper Addition, Zoned C-3

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)  
 (1) **OWN** the building in which sales room is located?  YES (own)  
 (2) **LEASE** the building in which sales room is located?  YES (lease)  
 (A) **DATE** lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
 (B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease

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

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

**RESTAURANT OR BAR AND GRILL LICENSE:**

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

**RESORT LICENSE:**

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

**MICROBREWERY LICENSE:**

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

**WINERY LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)**

Each individual or partner must complete this section.

**If the applicant is filing as a Club:**

Each officer must complete this section.

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

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

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

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

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

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

ORDINANCE NO. 11-16

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 5 AND 6 OF THE STANDARD OIL COMPANY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on August 18, 2016, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lots 5 and 6 of the Standard Oil Company Subdivision, more commonly known as 911 CY Avenue and 1535 South Poplar Street, are hereby rezoned from zoning classification R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

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

PASSED on 1st reading the 4<sup>th</sup> day of October, 2016.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

*Wallace T. ...*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Daniel Sandoval  
Mayor

October 4, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director   
Carolyn Griffith, Recreation Manager  
BLu McGrath, Recreation Supervisor II

SUBJECT: Authorizing Lease Agreement for use of the Casper Ice Arena by the Casper Coyotes Junior Hockey, LLC

Recommendation:

That Council, by resolution, authorize a lease agreement with Casper Coyotes Junior Hockey, LLC, for use of the Casper Ice Arena (CIA).

Summary:

The Casper Coyotes Junior Hockey, LLC, a junior hockey team playing in the Western States Hockey League, has been a designated “User Group” at the Casper Ice Arena since 2014. During this period, the Casper Coyotes Junior Hockey, LLC have established a foundation of local fans and helped grow the game of ice hockey in Casper and the surrounding area.

The Casper Coyotes Junior Hockey, LLC have developed a world renowned program recruiting and housing players from the United States, several European countries and Canada. The Casper Coyotes Junior Hockey, LLC have progressively raised the competition level while in Casper—Tier 3 Junior hockey in 2014, the lowest level of Junior Hockey, to Tier 2 in 2015 and 2016. In 2017, they will be advancing to the highest level of Junior competition (Tier 1) in the Central One Hockey League (C1HL).

The team practices at the Casper Ice Arena weekday mornings and plays its games on Friday and Saturday evenings and Sunday afternoons. Members volunteer coach for the ice arena’s Learn-to-Play Hockey program and assist in other areas of the community and schools. The Casper Coyotes Junior Hockey, LLC are in good standing with the City of Casper.

The attached lease agreement maintains ice rental fees that are comparable with other user groups at the ice arena. Practice ice time is scheduled at a time when the ice typically sits empty. When the Casper Coyotes Junior Hockey, LLC are playing at home, most other traditional events can still be accommodated.

A resolution and lease agreement are prepared for Council’s consideration.

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF CASPER, a Wyoming municipal corporation doing business as Casper Ice Arena (the "City") located in Natrona County, Wyoming and Casper Coyotes Junior Hockey, LLC, a Texas corporation ("Coyotes"), located in Dripping Springs, Texas.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, the Coyotes Hockey Club (the "Coyotes"), is an exclusive junior franchise for the Casper area in the Western States Hockey League (the "WSHL"); and

WHEREAS, the Coyotes desire to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

- 1) The Lease. The City hereby leases to the Coyotes and the Coyotes agree to rent the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
- 2) Term. The term of this lease shall commence on October 18, 2016, and end on June 30, 2017. The Coyotes shall have the option to extend this lease for up to three (3) additional one (1) year terms under the same terms and conditions contained herein, until June 30, 2020 at which time this agreement will terminate between the parties. In the event that the Coyotes desire to renew this Lease Agreement for the 2017-2018 season, it shall provide written notice to the City with a proposed practice and game schedule, in care of the Leisure Services Director or his designated appointee, at least ninety (90) days prior to the expiration of the present lease term. If the City staff does not notify the Coyotes declining renewal or conditioning renewal upon renegotiation of the Agreement, within the ninety (90) day period following its receipt of the Coyotes' notice, the Lease Agreement shall be renewed for the term of July 1, 2017, through June 30, 2018, without further action. Subsequent renewal shall follow the same procedure.
- 3) Rent. The Coyotes shall pay rent to the City according to the following general schedule and rates:
  - a) Practice time from each day's opening of the Arena until 1:30 pm on weekdays: Sixty Dollars (\$60) per hour.

- b) Practice time from 1:30 pm through closing of the Arena and all hours on weekends: One Hundred Twenty Dollars (\$120) per hour.
  - c) Game time: One Hundred Twenty Dollars (\$120) per hour for actual ice time usage with a minimum charge based on three (3) hours use. Beyond three (3) hours, rent shall be assessed at a rate of \$30 per 15 minute increment used thereafter.
  - d) The Coyotes' practice and game schedule is listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, for the 2017-2018 Season, Exhibit A shall become the schedule proposed by the Coyotes in its written notice under Section 2.
  - e) If additional practice or game times are requested by the Coyotes and approved by the City, the Coyotes will pay the City the appropriate rate as described in subsections (a) and (b). Scheduling of additional practices or game times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.
  - f) Cancellations of scheduled practice and game times will be allowed, and pre-paid rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City in care of the Leisure Services Director or his designated appointee at least ten (10) days prior to the scheduled practice or game. Furthermore, adjustments to pre-paid rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstance beyond the reasonable control of the Coyotes which prevents advance notification of the City.
- 4) Payment. The City shall invoice Coyotes, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Section 3 of this agreement. Coyotes shall pay rent to the City within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and a half percent (1.5%) late fee.
- 5) Ticket Sales. The City, operating through the Casper Events Center Box Office, shall provide ticketing services for all regular season Coyotes' games including season ticket sales. This service will include set-up and maintenance of the ticketing platform, online sales set-up, ordering and printing tickets, distribution of tickets to the season ticket holders, sale of tickets during normal business hours at the Events Center Box Office and the Casper Ice Arena reception counter, and ticket sales one hour prior to game time until conclusion of the second period at the Casper Ice Arena. The State of Wyoming five per cent (5%) sales tax deduction of sales tax will be charged against all ticket sales. Complimentary tickets are taxable at the face value of the ticket pursuant to Wyoming Department of Revenue W.S. 39-15-103(a)(i)(H) regulations. Settlement of all sales and payment of net revenue to the Coyotes will be paid on the Thursday following the weekend of home games.

For ticket sales services provided by the Casper Events Center, the Coyotes shall:

- a) Reimburse the Events Center for the cost of ticket stock and freight.
- b) Reimburse the Events Center for the cost of postage to distribute the season tickets.
- c) Reimburse the Events Center for 3% of all window credit card sales.

- d) Reimburse \$300 set-up and maintenance fee per game. This reimbursement includes fees associated with the ticket seller rate for all sellers provided for game night ticket sales.
- 6) Concessions. The City shall operate the food and beverage concession facility of the Arena during all of the Coyotes' functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. The Coyotes will not bring food or beverage into the Arena or communicate to others any direct or implied authority to bring food or beverage in the Arena. However, prior to game time, the Coyotes may bring in food and non-alcoholic beverages for free distribution to skybox ticket holders in the skybox during games, and non-alcoholic refreshments in the visiting team's locker room.

The Coyotes have the option to sell malt beverages and non-concession food items in the skybox and on the skybox platform above the stairs provided the following guidelines are adhered to:

- a) Secure a malt beverage permit.
  - b) Ensure that all servers are TIPS trained.
  - c) Malt beverage sales are limited to 60 minutes prior to scheduled game time and must conclude at the end of the 2<sup>nd</sup> period intermission.
  - d) Malt beverages are not permitted in any other area of the Casper Ice Arena other than the skybox and the skybox platform above the stairs.
  - e) Ten percent (10%) of gross receipts from all malt beverage and non-concession food item sales are to be paid and receipted into the Ice Arena Concessions within three (3) days of the date of sales.
- 7) Sale of Licensed or League Merchandise. The Coyotes shall have the sole and exclusive right to sell and market in the Arena the licensed merchandise, programs and souvenirs of the Coyotes, the WSHL and other WSHL teams. The Coyotes shall have the sole right to all proceeds from sales of said items provided such merchandise is not similar in nature to items stocked by J & J Hockey Shops in the Pro Shop located at the Arena. The Coyotes shall coordinate with J & J Hockey Shops Pro Shop to assure the Coyotes' merchandise does not conflict with J & J Hockey Shops' lease with the City. The City shall set aside space in the skate rental area of the Arena for sales during Coyote games at the Arena. Any other sales locations in the Arena must be approved in advance by the Leisure Services Director or his designated appointee.
- 8) Crowd Management. The Casper Events Center shall provide crowd management personnel at all Coyotes' home games as set forth in Exhibit "B"; and the Coyotes shall reimburse the City for crowd management personnel at the applicable rates. Payments are due in accordance with the schedule set forth in Section 4 of this Lease Agreement.

The Coyotes reserve the right to hire its own crowd management staff, provided, however, that such staff is approved in writing at least ten (10) days in advance by the Leisure Services Director or his designated appointee. All crowd management personnel shall report to the Event Supervisor as appointed by the City. Any staff hired by the Coyotes shall be at the sole risk and responsibility of the Coyotes for any and all labor laws, wages, and civil or criminal liability for the actions or inactions of said personnel. City approval of the use of said personnel in no way constitutes certification, approval, or endorsement by the City of the qualification or action of said personnel.

- 9) Promotional Activities During Events. Written notice of all promotional activities will be supplied by the Coyotes to the City, in care of the Leisure Services Director or his designated appointee, at least ten (10) days in advance of the proposed activity and prior to the Coyotes advertising or committing to any promotion. All promotions are subject to prior approval by the Leisure Services Director or his designated appointee. The Coyotes shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to the Coyotes, less any expenses directly incurred by the City as a result of the promotion.
  
- 10) Insurance and Indemnification and Immunity. Coyotes agree to indemnify and hold the City harmless from any and all claims arising out of Coyotes' use and/or occupancy of the Casper Recreation and Ice Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, Coyotes will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W. S. 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence. *Coyotes shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence.* Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the City, that the City, its employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Coyotes shall provide the City a certificate of insurance including necessary endorsement(s) evidencing such insurance as described above immediately after execution of this agreement and prior to use of the property. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Coyotes obligation hereunder.

*Coyotes also agree to provide Workers' compensation coverage at statutory limits for their employees.*

It is entirely the obligation of the Coyotes to provide insurance for its personal property and for that of its players, employees and agents. The City assumes no responsibility for such property.

The City does not waive any right or rights if may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- 11) Advertising in the Arena. The Coyotes shall have the right to place advertising on the dasher board area in the lobby and above the glass below the Sky Box in the rink area, up to six (6) in-ice logos not to exceed 12' x 12' in size each, and custom-wrap the Zamboni. The City will provide this space to the Coyotes provided, however, the Coyotes shall reimburse the City for all expenses incurred by the City for installation, repair or removal of said advertising, ice paint, logo punch-pounce templates and associated supplies, and all labor associated with installation. The City shall retain minimum of One Hundred Twenty Dollars (\$120) or ten (10) per cent of advertising revenues, whichever is greater, on dasher boards and in-ice logos. The City shall retain a minimum of One Thousand Dollars (\$1,000) or ten per cent of the advertising sold, whichever is greater, to wrap the Zamboni.
  - a) The City shall place the Coyote's logo at Center Ice of the Arena at no charge to the Coyotes; however, the logo template and the ice paint must be paid by the Coyotes.
  - b) The Coyotes shall obtain approval from the Leisure Services Director or his designated appointee prior to installing, repairing, replacing, removing or modifying any advertising.
- 12) Temporary Seating. The City shall provide temporary bleachers in the lobby of the Arena at no charge to the Coyotes.
- 13) Locker Room. The Coyotes shall be permitted to leave a portable building (locker room) on the cement pad located at the exterior exit door from Locker Room #6 and will have access to the Arena during scheduled game and practice times. The Coyotes shall be solely responsible for the installation, set-up, removal and utilities for the portable building.
- 14) Bus Parking. The Coyotes shall be permitted to park a team bus in the Ice Arena parking area subject to prior approval by the Leisure Services Director or his designated appointee.
- 15) Bonds. The Coyotes shall provide to the City a payment or performance bond indemnifying and holding harmless the City from any and all liens or claims for all work

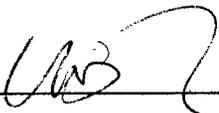
performed and materials provided for all improvements to the Arena furnished by the Coyotes and to cover restoration of the Arena and grounds after the Coyotes or its agent remove the Locker Room facilities. The amount, form, and issuer of this bond are subject to approval by the City at the City's sole discretion.

- 16) Improvements. Improvements, with the exception of the portable building referred to in the preceding section, shall become the property of the City upon the expiration of this Lease Agreement. At the termination of this Lease Agreement, the Coyotes will, at its sole cost and expense, remove the portable building referred to in the preceding section and will cap all utilities at ground level, reseed any disturbed ground and remove all materials.
- 17) Video/Media Deck. The Coyotes and the City agree that the Coyotes may construct a video/media deck within the Arena at a location approved by the Leisure Services Director or his designated appointee. The plans for the video/media deck must be submitted to the Leisure Services Director or his designated appointee for approval before construction begins. The Coyotes shall pay for all labor, materials, and permits to construct the video/media deck. At the termination of this Lease Agreement with the Coyotes, the video/media deck will become the property of the City. The Coyotes are solely responsible for furnishing the video/media deck with equipment.
- 18) Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:
- |                               |                               |
|-------------------------------|-------------------------------|
| City of Casper                | Casper Coyotes                |
| c/o Leisure Services Director | John Ambrefe, General Manager |
| 200 North David Street        | 4259 Dartford Court           |
| Casper, Wyoming 82601         | Casper, Wyoming 82609         |
- 19) Laws and Regulations. The Coyotes shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this Lease Agreement.
- 20) Right to Terminate Lease Agreement. The City or Coyotes may terminate this Agreement anytime by providing thirty (30) days written notice to City or Coyotes of intent to terminate said contract. Notwithstanding the above, the Coyotes shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Coyotes or any breach of the Agreement by Coyotes.

- 21) Intent. The Coyotes represent that it has read and agrees to the terms of this Lease Agreement and further agrees that it is the intent of the parties that the Coyotes shall perform all of the services for the compensation set forth in this Lease Agreement. The Coyotes also agree that it is the specific intent of the parties, and a material condition of this Lease Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body.
  
- 22) Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
  
- 23) No Third Party Beneficiary Rights. The parties to this Lease Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Lease Agreement intend and expressly agree that only parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease Agreement, or to bring an action for the breach of this Lease Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

Approved as to Form:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER  
A Municipal Corporation

By: \_\_\_\_\_  
Tracey L. Belser, Clerk

By: \_\_\_\_\_  
Daniel Sandoval, Mayor

ATTEST:

By:   
\_\_\_\_\_  
John Ambrefe, General Manager

Casper Coyote Junior Hockey, LLC

By:   
\_\_\_\_\_  
Chad Parrish, Owner

# EXHIBIT "A"

## Casper Coyotes 2016-2017

### Schedule at Casper Ice Arena (CIA)

Date	Day	Location		Away Team		Home Team	Puck Drop
9/23/2016	Friday	CIA		Ogden	vs.	Casper	7:30pm
9/24/2016	Saturday	CIA		Ogden		Casper	7:30pm
9/25/2016	Sunday	CIA		Ogden		Casper	12:00pm
10/7/2016	Friday	CIA		Butte		Casper	7:30pm
10/8/2016	Saturday	CIA		Butte		Casper	7:30pm
10/9/2016	Sunday	CIA		Butte		Casper	12:00pm
10/30/2016	Sunday	CIA		Superior		Casper	12:00pm
11/11/2016	Friday	CIA		Evolution		Casper	7:30pm
11/12/2016	Saturday	CIA		Evolution		Casper	7:30pm
11/13/2016	Sunday	CIA		Evolution		Casper	12:00pm
11/27/2016	Sunday	CIA		Cheyenne		Casper	12:00pm
12/11/2016	Sunday	CIA		Vail		Casper	12:00pm
1/8/2017	Sunday	CIA		Utah		Casper	12:00pm
1/15/2017	Sunday	CIA		Eagles		Casper	12:00pm

### Playoffs:

3/10/17	Friday	CIA		Ogden	vs.	Casper	7:30pm
3/11/17	Saturday	CIA		Ogden		Casper	7:30pm
3/12/17	Sunday	CIA		Ogden		Casper	12:00pm
3/17/17	Friday	CIA		Ogden	vs.	Casper	7:30pm
3/18/17	Saturday	CIA		Ogden		Casper	7:30pm
3/19/17	Sunday	CIA		Ogden		Casper	12:00pm
3/24/17	Friday	CIA		Ogden	vs.	Casper	7:30pm
3/25/17	Saturday	CIA		Ogden		Casper	7:30pm
3/26/17	Sunday	CIA		Ogden		Casper	12:00pm
3/31/17	Friday	CIA		Ogden	vs.	Casper	7:30pm
4/1/17	Saturday	CIA		Ogden		Casper	7:30pm
4/2/17	Sunday	CIA		Ogden		Casper	12:00pm
4/7/16	Friday	CIA		Ogden	vs.	Casper	7:30pm
4/8/16	Saturday	CIA		Ogden		Casper	7:30pm
4/9/16	Sunday	CIA		Ogden		Casper	12:00pm
4/14/16	Friday	CIA		Ogden	vs.	Casper	7:30pm
4/15/16	Saturday	CIA		Ogden		Casper	7:30pm
4/16/16	Sunday	CIA		Ogden		Casper	12:00pm

### Practice:

Monday through Friday, 8:30am-11:30am, August 22 through April 14.

Additional times negotiable with regard to available ice.

RESOLUTION NO. 16-244

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER COYOTES JUNIOR HOCKEY, LLC FOR USE OF THE CASPER ICE ARENA.

WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, Casper Coyotes Junior Hockey, LLC, a team in the Western States Hockey League, desires to lease the Casper Ice Arena for practice and game times; and,

WHEREAS, Casper Coyotes Junior Hockey, LLC, and the City of Casper are interested in having a written record setting forth the terms for use of the Casper Ice Arena.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with Casper Coyotes Junior Hockey, LLC for use of the Casper Ice Arena.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 3, 2016

MEMO TO: V. H. McDonald, City Manager 

FROM: Wallace Trembath, Assistant City Attorney *W.T.*

SUBJECT: Sewer Line and Water Line Easement Termination and Relocation Agreement with ANB Bank

Recommendation:

That the Casper City Council (“Council”), by Resolution, authorize a *Sewer Line and Water Line Easement Termination and Relocation Agreement* (“Agreement”) with ANB Bank (“ANB”).

Summary:

ANB Bank intends to purchase property to build a new, two-story, building near Wyoming Optical. However, the City has easements across the property for water and sewer lines (the “utilities”). Additionally, in 1984, the City placed a deed restriction on a portion of the property that disallows constructing buildings or structures.

ANB cannot close on the property without clear title to the land. So, ANB offered to relocate the utilities, at its sole cost and expense, and to provide the City with new easements. In return, it asked the City to abandon the existing water and sewer line easements, and waive the deed restriction.

Subject to Council and site plan approval, the City agreed to the relocation of the utilities, but, not to the removal of the deed restriction without fair compensation. Elliot & Associates performed an appraisal, and the City will be paid the appraised value of \$5,300 to waive the deed restriction.

The City’s Public Services Director has reviewed the drawings and specifications for the relocation of the utilities and has no objection to it. ANB will have to comply with all other Casper Municipal Code requirements for replatting, zoning, site plan approval, etc.

The agreement and a resolution are attached for Council's consideration and approval.

**SEWER LINE AND WATER LINE EASEMENT  
TERMINATION AND RELOCATION AGREEMENT**

THIS SEWER LINE AND WATER LINE EASEMENT TERMINATION AND RELOCATION AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of October, 2016, by and between ANB Bank, a Colorado banking corporation authorized to conduct business in Wyoming ("ANB Bank"), whose primary office is located at 3033 East 1st Avenue, Suite 300, Denver, CO 80206, and the City of Casper, a Wyoming municipality ("City") located at 200 N David St., Casper, Wyoming 82601.

R E C I T A L S

A. Realty Management Group, LLC ("RMG") has entered into a contract (the "Contract") to acquire certain real property located in Natrona County, Wyoming, the principal portion of that is platted and located within the City and a small portion that is unplatted and located within the City ("ANB Bank's Parcel"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference. ANB Bank, as assignee of RMG, shall purchase and acquire title to ANB Bank's Parcel at the closing of the transfer of the parcel pursuant to the Contract.

B. In conjunction with the development of ANB Bank's Parcel, ANB Bank shall replat it as Lot 1A as legally described on Exhibit B attached hereto and incorporated herein by this reference ("ANB Bank's Replat").

C. Pursuant to a Quitclaim Deed from the City of Casper to Larry R. Frick and Carol Frick dated September 28, 1994 and recorded October 4, 1994 as Instrument No. 551531, and a Quitclaim Deed from the City of Casper to Larry R. Frick dated March 3, 1994 and recorded October 4, 1994 as Instrument No. 551532, both in the records of the ex officio recorder and Clerk of Natrona County, Wyoming ("Quitclaim Deeds"), City has established a sewer line easement (the "Sewer Line") and a waterline easement (the "Water Line") on, over, across and through a portion of ANB Bank's Parcel, which Sewer Line and Water Line currently encumber ANB Bank's Parcel (the "Existing Easements").

D. In order to facilitate ANB Bank's development of a banking facility on ANB Bank's Parcel, City agrees to the relocation of the Sewer Line and the Water Line as provided herein, at the sole cost and expense of ANB Bank. The Water Line

will be relocated entirely off of ANB Bank's Parcel. The Sewer Line will be relocated in part within ANB Bank's Parcel, and the City now desires to obtain an easement on, over, across, within and beneath a portion of ANB Bank's Parcel (the "New Easement Area"). ANB Bank is willing to relocate the Sewer Line and Water Line at its sole cost and expense and grant an easement to City for the relocated Sewer Line, in consideration of City agreeing to: (a) vacate and terminate the Existing Easements, and (b) vacate under the Quitclaim Deeds and in perpetuity any and all rights to locate or establish any easements on ANB Bank's Parcel. The New Easement Area is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference with the second page thereof (ANB BANK-CASPER-Easement Exhibit, p. 1/1, Bruce Engineering, Inc. dated 7/11/16) being a schematic of the same.

E. In order to further facilitate ANB Bank's development of a banking facility on ANB Bank's Parcel, City, in consideration of the sum of \$5,300.00, agrees to waive in perpetuity the deed restriction under the Quitclaim Deed from the City of Casper to Larry R. Frick and Carol Frick dated September 28, 1994, and recorded October 4, 1994, as Instrument No. 551531 "[t]hat no building or structure be allowed to be constructed on the Property identified as Exhibit 'A'."

F. Attached hereto and incorporated by reference as Exhibit D are three pages consisting of ANB BANK-CASPER-Notes and Legends p. 2/4, Bruce Engineering, Inc. dated 7/11/16; ANB BANK-CASPER-Sewer Relocation-PLAN/PROFILE p. 3/4, Bruce Engineering, Inc. dated 7/11/16); and ANB BANK-CASPER-Water Relocation-PLAN/PROFILE p. 4/4, Bruce Engineering, Inc. dated 7/11/16 (collectively "Plans and Specifications").

#### TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Termination of the Existing Easements. The Existing Easements are hereby forever, completely and irrevocably vacated, abandoned, terminated, relinquished, and canceled, and

shall be of no further force or effect. City does hereby quitclaim to ANB Bank any and all rights, titles, and interests of City in the Existing Easements. The City further vacates under the Quitclaim Deeds and in perpetuity any and all rights to locate or establish any easements on ANB Bank's Parcel.

3. Grant of New Easement. ANB Bank hereby conveys to City a new perpetual, non-exclusive easement (the "New Easement") on, over, across, within and beneath the New Easement Area for the sole purpose of installing, operating, maintaining, and repairing the Sewer Line, together with all necessary and appurtenant equipment under ground as deemed necessary by City (collectively, the "Improvements"). Notwithstanding the foregoing and by its signature hereto, ANB Bank agrees that the initial installation of the Improvements in the New Easement Area and the relocation and installation of the Water Line will be conducted by ANB Bank at ANB Bank's sole initial cost and expense.

4. Access. ANB Bank also grants to City, and its successors and assigns, the right of ingress and egress to and from the New Easement Area for any and all purposes necessary and incident to the exercise by the City of the rights granted herein.

5. Reservation by ANB Bank. ANB Bank hereby reserves the right to use the New Easement Area for any use not inconsistent with City's permitted use of the New Easement Area. Without limiting the above, ANB Bank reserves the right: (a) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, irrigation pipes, and related appurtenances; and (b) to grant other non-exclusive easements, licenses, and rights within or on the New Easement Area to other parties. Notwithstanding the foregoing reservations, ANB Bank shall not construct nor permit to be constructed any structure or building of any type or nature on or adjacent to the easement granted herein that would prevent the use of or endanger the sewer improvements.

6. City Work in New Easement Area and Relocated Water Line. City, and its successors and assigns, in the course of operating and maintaining any of its water and/or sewer lines shall, to the extent reasonably possible, backfill any excavation within the New Easement Area that is made by or on its behalf with suitable materials so as to return the surface to adjoining grade. City shall not, however, replace, repair, restore, or otherwise provide compensation of any kind or nature for any pavement, concrete, trees, shrubs, or growing plants in the New

Easement Area that are removed or damaged by City in the course of operating or maintaining any of its sewer lines, which costs shall remain the sole responsibility of ANB Bank.

7. Waiver of Deed Restriction. Under the Quitclaim Deed from the City of Casper to Larry R. Frick and Carol Frick dated September 28, 1994 and recorded October 4, 1994 as Instrument No. 551531, the City, in consideration of the sum of \$5,300.00, from ANB Bank, waives in perpetuity the deed restriction "[t]hat no building or structure be allowed to be constructed on the Property identified as Exhibit 'A'."

8. Relocation. ANB Bank shall relocate the Sewer Line and Water Line in substantial compliance with the Plans and Specifications attached hereto as Exhibit D, and in compliance with an approved Site Plan, the Casper Municipal Code, and other applicable laws and regulations.

9. Replat. Immediately upon acquiring record title to ANB Bank's Parcel, ANB Bank, at its sole cost and expense, shall commence replatting the property in compliance with ANB Bank's Replat.

10. Cooperation. The parties shall cooperate in the performance of this Agreement and shall execute such other reasonable and legal revisions, amendments or additional documents as may be appropriate to effect the purposes of this Agreement, consistent with the City of Casper ordinances, policies, rules and regulations.

11. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

12. Cost of Recording. After this Agreement is executed, ANB Bank shall record it in the Natrona County Clerk's office at its cost.

13. Governmental Claims. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. No Third Party Beneficiary Rights. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement and their successors and assigns shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

15. Failure of Closing under Contract. If the Contract is terminated without the closing thereunder having occurred, so that ANB Bank shall not have acquired title to the ANB Bank Parcel, then this Agreement shall automatically terminate and be of no further effect at the time of termination of the Contract.

16. Governing Law. This Agreement shall be governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, ANB Bank and the City have executed this Agreement this \_\_\_\_ day of October, 2016.

**APPROVED AS TO FORM**

*John K. Koppel on behalf of Steve Freudenthal*  
\_\_\_\_\_  
Steve Freudenthal  
Attorney for ANB Bank

**ANB BANK**

By: \_\_\_\_\_ *Koger Propst*

Printed Name: Koger Propst

Title: President

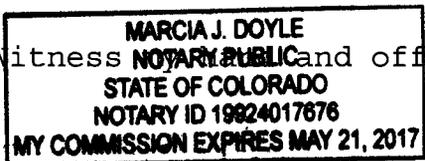


ACKNOWLEDGMENTS

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

This instrument was acknowledged before me on the 5 day of October, 2016 by John A. Fox, as OFFICER OF THE Manager of Realty Management Group, LLC, a Colorado limited liability company, that executed the foregoing document and acknowledged it to be the free and voluntary act and deed of the corporation, and on oath stated that he is authorized to execute this document and in fact executed the document on behalf of the corporation.

Witness **NOTARY PUBLIC** and official seal.



Marcia J. Doyle  
Notary Public

My Commission Expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

Before me, the undersigned, a Notary Public, in and for said county and state, on this \_\_\_ day of October, 2016, personally appeared Daniel Sandoval, the Mayor of the City of Casper, a Wyoming municipality, personally to me known to be the identical person who subscribed the foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the City of Casper pursuant to a duly adopted Resolution of the Casper City Council.

Witness my hand and official seal.

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

My Commission Expires:

**EXHIBIT A**  
(One page)

(Legal Description of ANB Bank Parcel)  
[Insert Exhibit "A" Property Description  
from Title Commitment No. 80-115533]

Commitment Number: 80-115533

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

PARCEL I:

LOTS 1, 2 AND 3, BLOCK 75, IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING

PARCEL II:

A PARCEL LOCATED IN AND BEING A PORTION OF THE NE¼NE¼ SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND ALSO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 75, CITY OF CASPER; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N.0°03'21"W., 40.21 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, N.63°48'40"E., 14.08 FEET TO A POINT; THENCE N.17°50'01"E., 13.95 FEET TO A POINT; THENCE N.63°37'26"E., 67.37 FEET TO A POINT; THENCE S.60°12'38"E., 11.98 FEET TO A POINT; THENCE N.63°54'20"E., 55.75 FEET TO A POINT; THENCE N.89°59'47"E., 83.63 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL AND A POINT IN THE NORTHERLY LINE OF LOT 9, BLOCK 75, CITY OF CASPER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AND THE NORTHWESTERLY LINE OF SAID BLOCK 75, S.63°56'23"W., 246.31 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL LOCATED IN AND BEING A PORTION OF THE NE¼NE¼, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF COMPOUND CURVE IN THE WESTERLY LINE OF THE PARCEL BEING DESCRIBED AND FROM WHICH POINT THE SOUTHEASTERLY CORNER OF NAGEL PLAZA BEARS S.17°45'33"W., 224.71 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHWESTERLY LINE OF THE PARCEL BEING DESCRIBED AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT, HAVING A RADIUS OF 38.85 FEET AND THROUGH A CENTRAL ANGLE OF 48°16'01", NORTHEASTERLY, 32.73 FEET AND THE CHORD OF WHICH BEARS N.20°19'14"E., 31.77 FEET TO A POINT OF TANGENCY; THENCE N.40°19'35"E., 19.40 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A TRUE CURVE TO THE RIGHT, HAVING A RADIUS OF 95.97 FEET AND THROUGH A CENTRAL ANGLE OF 23°52'28", NORTHEASTERLY, 39.99 FEET AND THE CHORD OF WHICH BEARS N.54°44'15"E., 39.70 FEET TO A POINT; THENCE S.18°42'04"E., 3.06 FEET TO A POINT; THENCE N.78°25'41"E., 13.25 FEET TO A POINT; THENCE S.89°59'50"E., 79.90 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, S.63°54'20"W., 56.53 FEET TO A POINT; THENCE N.60°12'38"W., 11.98 FEET TO A POINT; THENCE S.63°37'26"W., 67.37 FEET TO A POINT; THENCE S.17°50'01"W., 13.95 FEET TO A POINT; THENCE S.63°48'40"W., 19.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A TRUE CURVE TO THE RIGHT, HAVING A RADIUS OF 4.80 FEET AND THROUGH A CENTRAL ANGLE OF 106°15'09", WESTERLY, 7.69 FEET TO THE POINT OF BEGINNING.

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(80-115533.PFD/80-115533/3)

EXHIBIT B

LOT 1A- 0.80 ACRES

A Parcel located in and being a portion of the NE1/4NE1/4, SECTION 9, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

TRACT 1A

Point of Beginning at the Northwest corner of Lot 4, Block 75, City of Casper; thence N 00° 38' 08" W, 171.86 feet to a point; thence S 63° 48' 40" W 4.99 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 4.8 feet and through a central angle of 106° 15' 09", northwesterly, 8.91 feet and the chord of which bears N 64° 42' 06" W, 7.69 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 38.85 feet and through a central angle of 48° 16' 01", northeasterly, 32.73 feet and the chord of which bears N 20° 19' 14" E, 31.77 feet to a point of tangency; thence N 40° 19' 35" E, 19.40 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 95.97 feet and through a central angle of 23° 52' 28", northeasterly, 39.99 feet, and the chord of which bears N 54° 44' 15" E, 39.70 feet to a point; thence S 18° 42' 04" E, 3.06 feet to a point; thence N 78° 25' 41" E, 13.25 feet to a point; thence S 89° 59' 50" E, 79.90 feet to a point; thence S 63° 54' 20" W, 0.78 feet to a point; thence N 89° 59' 47" E, 83.63 feet to a point; thence S 63° 56' 23" W, 91.01 feet to a point; thence S 00° 44' 46" E, 199.42 feet to a point; thence S 89° 17' 47" W, 140.18 feet to Point of Beginning containing 34,792 square feet or 0.80 acres, more or less.

**EXHIBIT C**

(Two Pages)

(Legal Description of the New Easement Area plus ANB BANK-CASPER-Easement Exhibit, p 1/1, Bruce Engineering, Inc. dated 7/11/16)

That certain real property located in Natrona County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of Lot 4, Block 75, City of Casper; thence N 00° 38' 08" W, 159.72 feet to the true Point of Beginning; thence N 00° 38' 08" W 12.13 feet to a point; thence S 63° 48' 40" W 4.99 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 4.8 feet and through a central angle of 106° 15' 09", northwesterly, 8.91 feet and the chord of which bears N 64° 42' 06" W, 7.69 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 38.85 feet and through a central angle of 48° 16' 01", northeasterly, 32.73 feet and the chord of which bears N 20° 19' 14" E, 31.77 feet to a point of tangency; thence N 40° 19' 35" E, 19.40 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 95.97 feet and through a central angle of 23° 52' 28", northeasterly, 39.99 feet, and the chord of which bears N 54° 44' 15" E, 39.70 feet to a point; thence S 18° 42' 04" E, 3.06 feet to a point; thence N 78° 25' 41" E, 13.25 feet to a point; thence S 89° 59' 50" E, 79.90 feet to a point; thence S 63° 54' 20" W, 0.78 feet to a point; thence N 89° 59' 47" E, 83.63 feet to a point; thence S 63° 56' 23" W, 91.01 feet to a point; thence N 00° 44' 46" W, 22.57 feet to a point; thence S 90° 00' 00" W, 86.94 feet to a Point; thence S 39° 05' 19" W, 82.44 feet to a Point of Beginning and containing 5,311 square feet or 0.12 acres, more or less.



**EXHIBIT D**

(Three pages: ANB BANK-CASPER-Notes and Legends p. 2/4, Bruce Engineering, Inc. dated 7/11/16; ANB BANK-CASPER-Sewer Relocation-PLAN/PROFILE p. 3/4, Bruce Engineering, Inc. dated 7/11/16); and ANB BANK-CASPER-Water Relocation-PLAN/PROFILE p. 4/4, Bruce Engineering, Inc. dated 7/11/16)







RESOLUTION NO. 16-245

A RESOLUTION AUTHORIZING A SEWER LINE AND WATER LINE EASEMENT TERMINATION AND RELOCATION AGREEMENT (“AGREEMENT”) BETWEEN THE CITY OF CASPER, WYOMING, AND ANB BANK

WHEREAS, ANB Bank (“ANB”) intends to purchase property to build a new, two-story, bank; and,

WHEREAS, the City has easements across the property for water and sewer lines (the “utilities”), and placed a deed restriction on a portion of the property that disallows constructing buildings or structures; and,

WHEREAS, in order to facilitate ANB’s development of a banking facility, the parties have reached an Agreement to abandon the existing utility easements and provide new ones, relocate the utilities, and waive the deed restriction, all as further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the *Sewer Line and Water Line Easement Termination and Relocation Agreement* between the City and ANB.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

October 3, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Kenneth King, Fire Chief *K.Ki*

SUBJECT: 2016 Wyoming Office of Homeland Security Grant used by the Regional Emergency Response II Team

Recommendation:

That Council, by resolution, authorize a grant agreement with Wyoming Office of Homeland Security in the amount of \$210,000, for the purchase of hazardous materials/weapons of mass destruction response equipment and training.

Summary:

Staff is requesting Council authorization to accept a grant in the amount of \$210,000 from the State of Wyoming Office of Homeland Security. These grant funds will be used to purchase Hazardous Materials/Weapons of Mass Destruction (Haz-Mat/WMD) response equipment and provide training. This equipment and training will be utilized by the Region II Emergency Response Team which is hosted by the City of Casper Fire-EMS Department. This team provides Haz-Mat/WMD response services for the City of Casper, Natrona, Converse and Niobrara Counties.

Regional Response Team II was awarded:

1. \$70,000 for the purchase of a Smith GasID gas and vapor chemical identifier. The Smith GasID detects and identifies gas and vapor in the air. Also included is the Reachback service which allows us to send our on-scene data to Smith labs for further analysis and confirmation.
2. \$60,000 to replace SCBA's in the Regional Response apparatus so they match the SCBA the Casper Fire-EMS Department uses.
3. \$80,000 for urban search and rescue (USAR) training.

Total awarded: \$210,000

No matching funds from the City of Casper are required for acceptance of this grant award.

A resolution has been prepared for Council's consideration.



Matthew H. Mead  
Governor

# Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron  
Director

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2016

<b>Political Subdivision:</b>	<b>City of Casper</b>
<b>Award Amount:</b>	<b>\$210,000.00</b>
<b>Award Period:</b>	<b>September 1, 2016 through May 31, 2019</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2016-SS-00037</b>
<b>Project ID:</b>	<b>16-GPD-RR2-RR-HRT16</b>

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and the **City of Casper** for the purposes of administering Regional Emergency Response Team #2 (RERT #2), whose mailing address is 200 N David, Casper, WY 82601 (Subrecipient).
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2016 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2016 through May 31, 2019. The total amount of this Grant is Two hundred ten thousand dollars and zero cents (\$210,000.00)

5. **Federal Grant References:** The Fiscal Year 2016 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) can be found at [http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY\\_2016\\_HSGP\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf).
6. **Purpose of Grant Award:** The FY 2016 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2016 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2015 NPR, which include cybersecurity, housing, enhancing the resilience of infrastructure systems, and long-term vulnerability reduction. Addressing these areas for improvement will enhance preparedness nationwide.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

**A. Project related expenditures must align with the approved application information contained in Attachment A.**

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed \$210,000.00 (Two hundred ten thousand dollars and zero cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2016 Notice of Funding Opportunity (NOFO), the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be

current in order to receive reimbursements. There will be no extensions for the 2016 State Homeland Security Program Grant reimbursement or performance period. Requests for reimbursement will not be accepted after June 30, 2019.

**8. Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

**A.** Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (i) Subrecipient must be familiar with the 2016 HSGP objectives and priorities identified in the FY 2016 Homeland Security Grant NOFO.
- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 Homeland Security Grant Program NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2016 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf)
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2016 HSGP NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that

DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.
  - (x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
  - (xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
  - (xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
  - (xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
  - (xiv) Subrecipient may only fund Investments that were approved project(s) listed in section six (6).
  - (xv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and/or modifications to structures or ground disturbance. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
  - (xvi) Subrecipient agrees to complete/actively participate a THIRA/CPR update annually by September 1 of each year during the entire performance period of this award.
  - (xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2017.
  - (xviii) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 C.F.R. § 13.32(1) annually, no later than July 1 during the entire performance period of this award.
  - (xix) Subrecipient agrees to enter all shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within 30 calendar days from the receipt of the item, whichever occurs first.
- B.** This Grant cannot be changed or altered in any way without prior written authorization from the

Wyoming Office of Homeland Security.

- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.
- E. Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the grant performance period, regardless of expenditure(s). Quarterly reports will be submitted electronically via:

[https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send\\_form](https://docs.google.com/forms/d/1DVzeQD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send_form).

Quarterly reports will include:

- (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);
- (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;
- (iii) Status of NIMS compliance and training for personnel;
- (iv) Status of THIRA and EOP updates; and
- (v) What equipment was purchased, what typed capability it supports, and plans for sustainment.

#### 9. **Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

#### 10. **Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and CFR 2 § Part 180 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors,

- Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- E. Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR § Part 3001.
- F. Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- H. Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- I. False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- J. Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any Federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.
- K. Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.
- L. Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give the Wyoming Office of Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide the Wyoming Office of Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- M. Fly America Act of 1974:** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.
- N. Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or

otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- O. Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
- P. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
  - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub awards under the award.
- Q. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.  
Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- R. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- S. Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal in accordance with 31 U.S.C. §1352.
- T. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at [www.lep.gov](http://www.lep.gov).
- U. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- V. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability

Office.

- W. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- X. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- Y. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- Z. Procurement of Recovered Material:** Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- BB. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- CC. SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- DD. Technology Requirements:**
- (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
  - (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
  - (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.
- EE. Terrorist Financing:** Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.
- FF. USA Patriot Act of 2001:** Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.
- GG. Use of DHS Seal, Logo, and Flags:** Subrecipient agrees to obtain permission prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of

the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**HH. Whistleblower Protection Act:** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

## **11. General Provisions:**

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall

become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and the Wyoming Office of Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. If applicable, subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant,

including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

**V. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.

**W. Time is of the Essence:** Time is of the essence in all provisions of this Grant.

**X. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.

**Y. Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**12. Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

**WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

**CITY OF CASPER (RERT #2)**

\_\_\_\_\_  
Kenneth King, Chief  
City of Casper- Casper Fire Department

\_\_\_\_\_  
Date

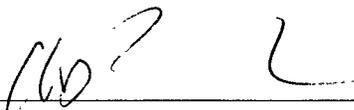
\_\_\_\_\_  
Daniel Sandoval, Mayor  
City of Casper

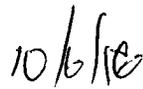
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by:

\_\_\_\_\_  
Date

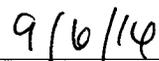
Approved as to Form:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 #157497  
\_\_\_\_\_  
Samantha Caselli, Assistant Attorney General

  
\_\_\_\_\_  
Date

Attachments:

- A. Approved Application Information
- B. Point of Contact Information Form



**2016 State Homeland Security Program (SHSP)  
APPROVED APPLICATION INFORMATION**

**Jurisdiction Name: City of Casper Fire- RERT #2  
Project ID: 16-GPD-RR2-RR-HRT16**

The following submitted project(s) have been approved for the Federal Fiscal Year 2016 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security.

- A. For the purchase of Gas Identification (ID) equipment
- B. For the purchase of Self- Contained Breathing Apparatus (SCBA) devices
- C. For the facilitation of Urban Search & Rescue Training to include allowable travel expenses and backfill

For questions regarding individual project allowability, the scope of an approved project or the 2016 SHSP grant, please contact:

SHSP Grant Manager  
Wyoming Office of Homeland Security  
307-777-5768

Security Unit Chief  
Wyoming Office of Homeland Security  
307-777-4908

WYOMING  
ORIGINAL FILED 11/16/16



**2016 State Homeland Security Program (SHSP)  
GRANT POINT OF CONTACT INFORMATION FORM**

Jurisdiction Name:	RRT II
Grant Project ID:	16-GPD-RR2-RR-HRT16
Mailing Address:	200 N DAVID
City, ST ZIP	CASPER WY 82601
DUNS number (required)	152720140

Grant Administrator Name:	KENNETH KING
Title:	FIRE CHIEF
Phone Number:	307.235.8222
Email:	kking@casperwy.gov

Authorized Point of Contact:	VICKI SCHULLER
Title:	ADMIN. SUPPORT TECH
Phone Number:	307.235.8222
Email:	vschuller@casperwy.gov

**Form must be complete and signed by a signator on the Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2016 State Homeland Security Program Grant Award Agreement.

<b>Signature</b>	<b>Date</b>
_____	_____
<b>Printed Name</b>	<b>Title</b>
_____	_____

Please complete and return along with signed original Grant Award Agreement to:

Casi Crites  
Wyoming Office of Homeland Security  
5500 Bishop Boulevard, Cheyenne, WY 82009  
117

RESOLUTION NO. 16-246

A RESOLUTION AUTHORIZING AGREEMENT WITH THE STATE OF WYOMING OFFICE OF HOMELAND SECURITY FOR THE CASPER FIRE-EMS DEPARTMENT REGION II EMERGENCY RESPONSE TEAM.

WHEREAS, the governing body for the City of Casper desires to participate in the State of Wyoming Haz-Mat/WMD Regional Response Team Program; and,

WHEREAS, the governing body of the City of Casper recognizes the need for this program; and,

WHEREAS, the Wyoming Office of Homeland security grant requires that certain criteria be met.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an agreement with the Wyoming Office of Homeland Security in the amount of \$210,000, for use by the Casper Fire-EMS Department Region II Response Team.

BE IT FURTHER RESOLVED: That the City Manager and Fire Chief for the City of Casper are hereby designated as the authorized representatives for the City of Casper, to act on behalf of the governing body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 12, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Terry Cottenoir, Engineering Technician 

SUBJECT: Change Order No. 3  
School Walkability Project, Project No. 15-20

Recommendation:

That Council, by resolution, authorize Change Order No. 3 with Powder River Construction, Inc., for a time extension of fifty-four (54) days for procuring and installing new flashing school zone signs around four (4) area schools.

Summary:

Powder River Construction, Inc., is under contract with the City of Casper (City) for the School Walkability Project. The project consists of removing and replacing deficient or non-existent ADA ramps in central neighborhoods, and furnishing and installing flashing school zone signs around Park Elementary School, Oregon Trail Elementary School, Paradise Valley Elementary School, and Fort Caspar Academy. The City was awarded a Transportation Alternative Program (TAP) Grant from the Wyoming Department of Transportation (WYDOT) for the School Walkability Project.

The City of Casper currently has to manually program over 60 flashing school signs. New controllers are now available that can be programmed remotely over wireless internet. The time extension of fifty-four (54) days within this Change Order No. 3 allows time to research access to wireless internet so the appropriate controllers can be ordered and installed. This time extension will move the final completion deadline to November 18, 2016. Change Order No. 3 will not affect the total contract price.

Change Order No. 3 and the resolution are prepared for Council's consideration.

CHANGE ORDER

NO. Three (3)

PROJECT: School Walkability Project  
Project No. 15-20

DATE OF ISSUANCE: September 26, 2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Powder River Construction, Inc.

You are directed to make the following changes in the Contract Documents:

Description: The project consists of removing and replacing deficient or non-existent ADA ramps in central neighborhoods, and furnishing and installing flashing school zone signs around Park Elementary School, Oregon Trail Elementary School, Paradise Valley Elementary School, and Fort Caspar Academy. The shipping of the materials and devices/controllers for the flashing school zone signs has been delayed due to the City of Casper determining the best method to access wireless internet for the TC3000 systems. The Contractor requested a time extension of fifty-four (54) days to include this delay. The new substantial completion date will be November 11, 2016.

Attachments: Contractor's Time Extension with supporting letters from supplier and subcontractor.

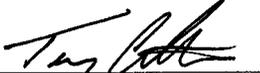
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>355,150</u>	Original Contract Time: (days or date) <u>Substantial completion: August 19, 2016</u> <u>Final completion: August 26, 2016</u>
Previous Change Orders No. <u>1</u> to <u>2</u> \$ <u>(111,825)</u>	Net change from previous Change Orders (days): <u>-- 30 --</u>
Contract Price prior to this Change Order: \$ <u>243,325</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: September 18, 2016</u> <u>Final completion: September 26, 2016</u>
Net Increase/Decrease of this Change Order: \$ <u>0</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 54 --</u>
Contract Price with all approved Change Orders: \$ <u>243,325</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: November 11, 2016</u> <u>Final completion: November 18, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

BY: 

BY: \_\_\_\_\_

Contractor

Engineer

Owner

4001 E Collins Rd  
P.O. Box 2020  
Gillette, WY 82718



P: 307-687-7721  
F: 307-687-3137  
www.prcwy.com

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COMMERCIAL ■ INDUSTRIAL ■ RESIDENTIAL

---

City of Casper  
200 North David Street  
Casper, WY 82601  
Attention: Terry Cottenoir  
School Walkability Project, Project No. 15-20

Terry,

As we have continued making progress with the site improvements on School walkability project there have been several delays with the project regarding material and devices / controllers for the lighting components. As of 9/22/16 Casper Electric / Econolite hasn't had the agreement between the City and Schools for internet access for the school clocks / LANGS. As of the 21<sup>st</sup> of September Eltec is 40 days from shipping those portions of the control system if they were approved at that point.

Casper Electric has requested Econolite put the TC 3000 systems into production so that work can be completed as soon as possible while waiting on a resolution from the City and School district on the other items. We are expecting to finish most of the concrete work this week on the project. With the 40 day shipping time, and leaving 2 weeks for Casper Electric to install the clocks / LANGS, we request that substantial completion be moved to 11/11/16. We would request a walk thru on all concrete items before that time to ensure any issues left to address can be resolved / completed and the only work remaining at that time will be electrical component installation. This date may continue to fluctuate dependent on when the school district and city reach an agreement on clock placement / type.

If you have any questions in regards to this letter or would like to discuss the issue further, please feel free to contact me at 307-687-7721.

Lance Walker  
Project Administration

September 21, 2016

**Ryan Waterbury, P.E.**  
**Casper Electric**  
3150 E. Yellowstone Hwy  
Casper, WY 82609

**RE: Material Lead Time Update**

Ryan,

Thank you for the time yesterday in site surveying school flasher locations. Danilo Morillo will be following up with the LANG location options.

Currently, Eltec is 40 days from shipping the solar cabinets with components and school clocks/langs.

I will contact Eltec and City regarding your request to release the TC3000 Systems to help stay ahead of the delays while working with Casper Schools.

As we discussed, there can always be unforeseen circumstances that can change this information. I will keep you update in that event.

Best Regards,

**Maria Small**  
**Account Manager**  
Colorado/Wyoming  
303-330-2911  
Msmall@econolite.com

Cc: Danilo Morillo

From: **Ryan Waterbury** ryan@casperelectric.biz   
Subject: RE: Walkability - Revised Lead Times Letter  
Date: September 21, 2016 at 4:28 PM  
To: Lance Walker lwalker@prcwvy.com  
Cc: Terry Cottenoir tcottenoir@casperwy.gov, Maria Small MSmall@econolite.com



Lance

Attached is the revised lead time letter from Econolite/Eltec.

The holdup is the City of Casper & Natrona County School District coming to agreement on internet access.

As it sits after the walkthrough with Monica (City), Maria (Econolite), and Danilo (Eltec), each school was to have one Lang clock that talked wirelessly to the school's internet, that Lang clock would feed the slave units (TC3000's) at the school.

Maria contacted Monica today, and resolution on the internet access hasn't been agreed to yet. We don't want to release the 4 EA Lang's for production until we have confirmation on the agreement for internet access.

I told Econolite today to release the 6 EA TC3000'S for production, so at least I can install those. I realize this is a small risk, but I think it's worth while to get things moving.

It would be nice if we could get resolution on this so I can install them before winter weather sets in. I believe that since the delays are city caused, we'd be entitled to additional compensation.

Please contact me if you have any more questions.

Thanks

**Ryan Waterbury, P.E.**  
**Civil Engineer/Project Manager**

**Casper Electric**  
3150 E. Yellowstone Hwy  
Casper, WY 82609  
P: (307) 237-3003  
F: (307) 237-3009  
[www.casperelectric.biz](http://www.casperelectric.biz)

**From:** Lance Walker [mailto:lwalker@prcwvy.com]  
**Sent:** Monday, September 19, 2016 7:50 AM  
**To:** Ryan Waterbury <ryan@casperelectric.biz>  
**Cc:** Travis Bourne <tbourne@prcwvy.com>  
**Subject:** Re: Walkability - Revised Lead Times Letter

Ryan,

Do you have any updated ship dates on the econolites? I am getting ready to submit the last letter to the City of a change order, just wanted to ensure that we haven't had any other delays on them. Thank you!

**Lance Walker**  
Project Administrator  
Powder River Construction, Inc.  
Office 307-687-7721  
Fax 307-687-3137  
Mobile 307-299-3502  
[walker@prcw.com](mailto:walker@prcw.com)

On Sep 2, 2016, at 7:39 AM, Ryan Waterbury <[ryan@casperelectric.biz](mailto:ryan@casperelectric.biz)> wrote:

Terry/Travis

Attached is a revised letter from Econolite regarding material lead times for the Walkability Project.

Please let me know when you've got a change order for the time extension drafted.

Thanks

**Ryan Waterbury, P.E.**  
**Civil Engineer/Project Manager**

**Casper Electric**  
3150 E. Yellowstone Hwy  
Casper, WY 82609  
P: (307) 237-3003  
F: (307) 237-3009  
[www.casperelectric.biz](http://www.casperelectric.biz)

**From:** Maria Small [<mailto:MSmall@econolite.com>]  
**Sent:** Thursday, September 1, 2016 4:50 PM  
**To:** Ryan Waterbury <[ryan@casperelectric.biz](mailto:ryan@casperelectric.biz)>  
**Cc:** Danilo Morillo <[danilo@elteccorp.com](mailto:danilo@elteccorp.com)>  
**Subject:** Letter

Ryan,  
Please let me know if you need any revisions.

... please let me know if you need any references.

**M**

**Maria Small**  
**Econolite Group**  
**Account Manager**  
**303-330-2911**  
**[msmall@econolite.com](mailto:msmall@econolite.com)**

<Casper School Walkability Lead Time Materials Letter.doc>



20160921-Casper  
Walkability ...evise 2.doc

RESOLUTION NO. 16-247

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH POWDER RIVER CONSTRUCTION, INC., FOR A TIME EXTENSION FOR THE SCHOOL WALKABILITY, PROJECT NO. 15-20.

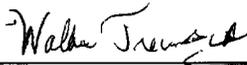
WHEREAS, the City of Casper desires to extend the contract time for the School Walkability Project, Project No. 15-20; and,

WHEREAS, Powder River Construction, Inc., is able and willing to provide those services, specified as Change Order No. 3 to the agreement for a time extension for the School Walkability Project, Project No. 15-20, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 3 to the agreement with Powder River Construction, Inc., for a time extension for the School Walkability Project, Project No. 15-20, for those services.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 13, 2016

MEMO TO: V.H. McDonald, CPA, City Manager  
FROM: Liz Becher, Community Development Director   
SUBJECT: County Plat Approval, Bypass Industrial Park No. 2

Recommendation:

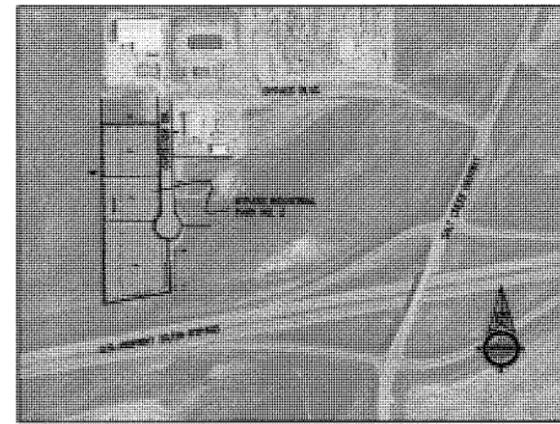
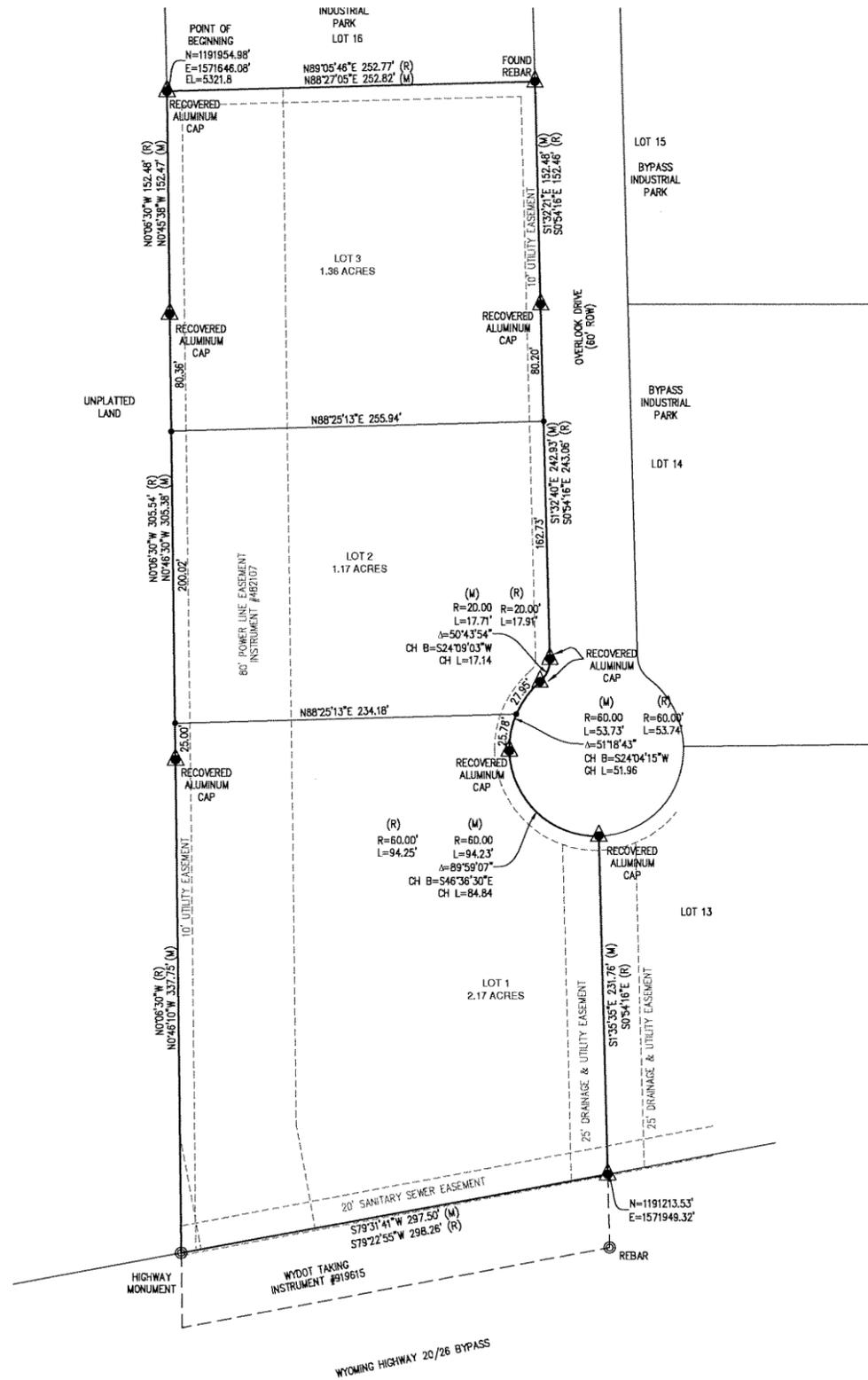
That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the Bypass Industrial Park No. 2.

Summary:

Application has been made by Roadrunner, LLC for County plat approval of the proposed Bypass Industrial Park No. 2. The proposed subdivision encompasses 4.7-acres, more or less, and is replatting two (2) lots into three (3) new lots. The property is being developed as commercial/industrial, and is located northwest of the intersection of Salt Creek Highway and U.S. Highway 20/26 Bypass. Water and sewer to this area is provided by the Wardwell Water and Sewer District.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality. In the case of the proposed Bypass Industrial Park No. 2 plat, the lots are adequately sized, all have direct access to a City street, and the right-of-way width is adequate to accommodate a standard City street section.

A Resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating Bypass Industrial Park No. 2.



VICINITY MAP  
NO SCALE

APPROVALS

APPROVED BY THE NATRONA COUNTY PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_ COUNTY CLERK \_\_\_\_\_ PLANNING COMMISSION CHAIRMAN

APPROVED BY THE NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_ COUNTY CLERK \_\_\_\_\_ CHAIRMAN OF THE BOARD

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ CITY OF CASPER MAYOR

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MILLS, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_ TOWN CLERK \_\_\_\_\_ TOWN OF MILLS MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_ COUNTY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_ COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_ COUNTY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:99,952.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86 CITY OF CASPER GIS SYSTEM.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°39'29.060", AND THE COMBINED FACTOR IS 0.9997617.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2015, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, ROADRUNNER, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SW¼SE¼, OF SECTION 31, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, KNOWN AS LOT 17 OF THE SECOND AMENDED FINAL PLAT OF BYPASS INDUSTRIAL PARK, INSTRUMENT NO. 855378 AND LOT 18 OF THE BYPASS INDUSTRIAL PARK, INSTRUMENT NO. 742236, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 16, BYPASS INDUSTRIAL PARK, MONUMENTED BY AN ALUMINUM CAP AND BEING THE POINT OF BEGINNING;

THENCE N88°27'05"E, ALONG THE NORTH LINE OF THE PARCEL, ALSO BEING THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 252.82 FEET TO THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 16, LOCATED ON THE WEST LINE OF OVERLOOK DRIVE AND MONUMENTED BY A REBAR;

THENCE S01°32'21"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF OVERLOOK DRIVE, A DISTANCE OF 152.48 FEET TO A POINT MONUMENTED BY AN ALUMINUM CAP;

THENCE S01°32'40"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF OVERLOOK DRIVE, A DISTANCE OF 242.93 FEET TO A POINT OF CURVATURE, MONUMENTED BY AN ALUMINUM CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL, THE WEST LINE OF OVERLOOK DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 50°43'54", A DISTANCE OF 17.71 FEET, HAVING A CHORD BEARING OF S24°09'03"W, A DISTANCE OF 17.14 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY AN ALUMINUM CAP;

THENCE ALONG THE EAST LINE OF THE PARCEL, THE WEST LINE OF OVERLOOK DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 51°18'43", A DISTANCE OF 53.73 FEET, HAVING A CHORD BEARING OF S24°04'15"W, A DISTANCE OF 51.96 FEET TO A POINT MONUMENTED BY AN ALUMINUM CAP;

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL, THE WEST LINE OF OVERLOOK DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'07", A DISTANCE OF 94.23 FEET, HAVING A CHORD BEARING OF S46°36'30"E, A DISTANCE OF 84.84 FEET TO A POINT MONUMENTED BY AN ALUMINUM CAP;

THENCE S01°35'35"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF LOT 13, BYPASS INDUSTRIAL PARK, A DISTANCE OF 231.76 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE SOUTHWEST CORNER OF SAID LOT 13, LOCATED ON THE NORTH LINE OF U.S. HIGHWAY 20/26 BYPASS, MONUMENTED BY AN ALUMINUM CAP;

THENCE S79°31'41"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF U.S. HIGHWAY 20/26 BYPASS, A DISTANCE OF 297.50 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A CONCRETE WYDOT HIGHWAY MONUMENT;

THENCE N00°46'10"W, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 337.75 FEET TO A POINT MONUMENTED BY AN ALUMINUM CAP;

THENCE N00°46'30"W, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 305.38 FEET TO A POINT MONUMENTED BY AN ALUMINUM CAP;

THENCE N00°45'38"W, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 152.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.70 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "BYPASS INDUSTRIAL PARK NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT", "UTILITY & DRAINAGE EASEMENT" AND "SANITARY SEWER EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

ROADRUNNER, LLC  
4361 SUNRISE DR.  
CASPER, WYOMING 82604

PATRICK J. TRENTLER - MANAGING MEMBER  
ROADRUNNER, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PATRICK J. TRENTLER, MANAGING MEMBER OF ROADRUNNER, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

WITNESS MY HAND AND OFFICIAL SEAL  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_ NOTARY PUBLIC

VACATION AND REPLAT OF  
LOT 17, SECOND AMENDED FINAL PLAT  
OF BYPASS INDUSTRIAL PARK &  
LOT 18, BYPASS INDUSTRIAL PARK  
AS  
BYPASS INDUSTRIAL PARK NO. 2

BEING A PORTION OF THE SW¼SE¼,  
SECTION 31 T.34N., R.79W., 6TH P.M.,  
NATRONA COUNTY, WYOMING  
MARCH, 2016  
W.O. #15-041



- LEGEND
- ▲ SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - FOUND MONUMENT AS NOTED



RESOLUTION NO. 16-248

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,  
"BYPASS INDUSTRIAL PARK NO. 2"

WHEREAS, application has been made for County subdivision approval of the Bypass Industrial Park No. 2 plat, comprising 4.7-acres, more or less, and creating three (3) lots; and,

WHEREAS, pursuant to W.S. § 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, the Bypass Industrial Park No. 2 is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Bypass Industrial Park No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the Bypass Industrial Park No. 2.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 14, 2016

MEMO TO: V H McDonald, City Manager

FROM: Jim Wetzel, Chief of Police

SUBJECT: Acceptance of Victim Services Grant by the Casper Police Department

Recommendation:

That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of \$87,562, to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

Summary:

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State Child Advocacy Centers Funds, State court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

The Casper Police Department has been notified that the Wyoming Office of the Attorney General, Division of Victim Services, desires to award the City of Casper a grant, in the amount of \$87,562 to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

This grant is for the time period beginning July 1, 2016 through June 30, 2018. Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2017 Contract. This grant was anticipated and has been included in the city budget.

The Fiscal Year 2017 Contract is provided.

A resolution has been prepared for Council's consideration.

# FISCAL YEAR 2017 CONTRACT

**For  
Services to Victims of Crime Between  
The Office of the Attorney General, Division of Victim Services  
And  
CASPER POLICE DEPARTMENT**

1. **Parties.** The parties to this Contract are Casper Police Department (Contractor), whose address is 201 N. David Street Casper, WY 82601 and the Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25<sup>th</sup> Street 2<sup>nd</sup> Floor, Cheyenne, WY 82002.

2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Providers.

**Provision of Services:** The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable **Rules and Regulations of the Division of Victim Services** and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment A, which is attached and made a part of this Contract and is being signed simultaneously with this Contract.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2016 to June 30, 2017. All services shall be completed during this term.

4. **Reimbursement.**

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described herein. The total reimbursement under this Contract shall not exceed \$87,562.00 (Eighty-seven thousand five hundred sixty-two dollars). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is \$87,562.00 (Eighty-seven thousand five hundred sixty-two dollars) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY 2017 & 2018 approved grant proposal:

a. VAWA: \$19,753.00 (LE). Funds will be paid from the 2015-WF-AX-0035 VAWA-STOP grant, CFDA #16.588 for a VAWA Law Enforcement project.

b. VAWA SASP: \$0.00. Funds will be paid from the 2015-KF-AX-

0012 VAWA-SASP grant, CFDA #16.017.

- c. VOCA: \$3,678.00. Funds will be paid from the 2015-VA-GX-0067 VOCA-Assistance grant, CFDA # 16.575.
2. The following SFY2017 state funds must support the project as outlined in the SFY 2017 & 2018 approved grant proposal:
- a. State Family Violence funds: \$0.00.
  - b. State Victim Witness funds: \$42,562.00.
  - c. State funds for salaries: \$8,384.00.
  - d. State Surcharge funds: \$13,185.00.
  - e. State Child Advocacy Project funds: \$0.00.

B. Suspension of Reimbursement

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

- A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.
- B. Compliance With Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.
- C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.
- D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.
- E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation

of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division**.

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.

- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
1. Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein;
  2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- I. Limitations on Lobbying Activities. By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.

- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
1. Engages in severe forms of trafficking in persons during the period of time the award is in effect;
  2. Procures a commercial sex act during the period of time the award is in effect; or
  3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment B). If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

8. **General Provisions**

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the

Contractor of any state or federal determination of noncompliance.

- E. Audit/Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- F. Availability of Funds. Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated or available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. The parties agree that no penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.
- J. Entirety of Contract. This Contract, consisting of ten (10) pages, Attachment A, consisting of four (4) pages, Attachment B, OMB A-133, consisting of one (1) page, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this contract and any Attachments, this Contract shall control.

- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violated this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- O. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- R. Sovereign/Governmental Immunity. The State of Wyoming and the Division do not waive their sovereign immunity nor does the Contractor waive its governmental immunity by entering into the Contract, and each specifically retain immunity and all defenses available to them as sovereigns or as a governmental entity pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- S. Suspension and Debarment. By signing this agreement Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- T. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party or parties to this Contract. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
2. The contract program is not providing services to victims of crime consistent with § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect

services to clients served under this Contract.

- U. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
  
- V. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

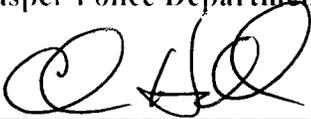
**INTENTIONALLY LEFT BLANK**

9. **Signatures.** In witness thereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of the Contract as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The Contract Effective Date is the date of the signature last affixed to this page.

**CONTRACTOR:**  
Casper Police Department



Chris Hadlock, Lieutenant  
Casper Police Department

9/18/16

Date

**DIVISION:**  
Office of the Attorney General, Division of Victim Services

\_\_\_\_\_  
Cara Boyle Chambers, Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**



Kristin M. Nuss  
Senior Assistant Attorney General

06-24-16

Date

## **CERTIFIED ASSURANCES AND SPECIAL PROVISIONS:**

The applicant hereby certifies the project described in this application meets all the requirements of the Victims of Crime Act, 1984, as amended and/or the Violence Against Women Act of 2005, all information contained in the application is correct, there has been appropriate coordination with affected agencies and the applicant will comply with all provisions of the Act and all other applicable Federal and state laws, rules and regulations that have been or may hereafter be established.

Eligible victims' assistance programs, which receive funding from VOCA and/or VAWA funding, are required to sign a contract assuring they will:

- A. Adhere to any and all federal and state laws, federal and state rules and regulations.
- B. Submit statistical reports as required by the Division of Victim Services (Division).
- C. Submit to an on-site evaluation conducted by the staff of the Grantee, or designee.
- D. Agree to cooperate and coordinate with all relevant state, local, or federal law enforcement and prosecution agencies, including the Law Enforcement Victim-Witness Coordinator in the United States Attorney's Office for the District of Wyoming.
- E. Victim safety: The Subgrantee understands that victim safety is a guiding principle that underlies the grant programs. The goals and services of the Subgrantee shall reflect this principle accordingly.
- F. Civil Rights Requirements.
  1. Subgrantee shall comply with any applicable statutorily-imposed nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S.

### **Attachment A**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services*

*and  
Casper Police Department.*

Department of Justice Equal Treatment for Faith-Based Organizations).

2. Subgrantee shall supply, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or handicap against Subgrantee, copies of the finding to the Office of Civil Rights Compliance, Office of Justice Programs and to the Division of Victim Services, 122 W. 25<sup>th</sup>, 1<sup>st</sup> Floor West, Cheyenne, Wyoming, 82002.
  3. Subgrantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs and the Division, if required to maintain one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the Division that it has a current EEO on file, if required to maintain one. For subgrantee agencies receiving less than \$25,000; or subgrantee agencies with less than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of subgrantees can be found at <http://www.ojp.usdoj.gov/ocr/>.
  4. Subgrantees that receive more than a total of \$750,000.00 in federal funds are required to complete the federal Office of Management and Budget Circular A-133 Audits of States, Local Governments and Nonprofit Organizations every year.
- F. Drug-Free Workplace Certification.
1. Subgrantee shall certify, disclose, and maintain at all times during this contract a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its regulations contained in 28 C.F.R. Part 67.
  2. Subgrantee shall certify the program environment shall be free of tobacco smoke to comply with all the requirements of the Pro-Children Act of 1994.
- G. Certification Regarding Lobbying and Disclosure for Reporting Lobbying Activity.
1. Subgrantee assures no Federal Appropriated funds have been paid or will be paid to any person for influencing or

**Attachment A**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services*

*199d  
Casper Police Department.*

attempting to influence an officer or employee of a Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. Subgrantee shall certify and disclose accordingly in compliance with Section 319 of the Department of Interior and Related Agencies Appropriations Act for Fiscal Year 1990:
  - a. Attachment H.U.S. Department of Justice, Certification Regarding Lobbying, is to be signed.

H. Debarment and Suspension Certification.

1. Subgrantee shall certify and disclose in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510. A U.S. Department of Justice Certification is to be signed (i.e., no person on the "debarment list" receives federal grant funds).
- I. The Subgrantee assures grant funds awarded will not supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal and state funds, be made available for victim assistance activities.
- J. The Subgrantee assures it will assist victims in seeking any available crime victim compensation benefits.
- K. The Subgrantee assures it will include as a principal mission or component of its program, services to the population included in their designation.
- L. The Subgrantee assures fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records, as the Division shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
- M. The Subgrantee assures its priority focus is to consider offering those services to meet emergency assistance and the urgent emotional or physical needs of victims.

**Attachment A**

*To the Contract for Services between  
The Office of the Attorney General, Division of Victim Services*

*and  
Casper Police Department.*

- N. The Subgrantee certifies it will promote within the community coordinated public and private efforts to aid victims.
- O. The Subgrantee shall return to the Division any unobligated grant funds on hand within forty-five (45) days after the end of the granting period.
- P. The Subgrantee assures to demonstrate a record of providing effective services to victims including providing the appropriate percentage of match contribution when match is required.
- Q. The Subgrantee assures it is a public agency or non-profit organization, or a combination thereof, providing direct services to victims.
- R. The Subgrantee shall retain all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts for at least three years after the completion of the grant period for purposes of state and federal examinations and audits.
- S. The Subgrantee shall request instructions and guidance from the Division prior to disposing any property or equipment purchased with federal or state funds.
- T. The Subgrantee will maintain information on victim services provided, by race, national origin, sex, age, and disability.

**Certification:**

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

---

Signature Chair/Board of Directors/  
Agency Administrator/County Commissioner

Date

---

Typed or Legibly Printed Name

Title

---

Address

Phone

**Wyoming Office of the Attorney General  
Division of Victim Services**

**Subgrantee Audit Requirements per 2 C.F.R. Part 22, Subpart F**

Audit Requirements of 2 Code of Federal Regulation (C.F.R) Part 200, Subpart F requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1.  We have completed our C.F.R. audit for the fiscal year ended 6-30-15  
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2.  We expect our C.F.R. audit for the fiscal year ended \_\_\_\_\_ to be completed by \_\_\_\_\_. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3.  We are not subject to a C.F.R. audit because:

We received less than \$750,000 in federal awards annually.  
Total federal awards received for the fiscal year ended \_\_\_\_\_ was in the amount of \$ \_\_\_\_\_ **(Include total of all federal grants)**

Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Subgrantee Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 W 25<sup>th</sup> Street 2<sup>nd</sup> Floor Cheyenne, WY 82002

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, Members of the Council and City Manager  
City of Casper, Wyoming

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Casper, Wyoming, as of and for the year ended June 30, 2015, and the related notes to the financial statements which collectively comprise the City of Casper, Wyoming's basic financial statements, and have issued our report thereon dated January 25, 2016. Our report includes a reference to other auditors who audited the financial statements of the Central Wyoming Regional Water System Joint Powers Board and the Economic Development Joint Powers Board, as described in our report on the City of Casper, Wyoming's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

***Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City of Casper's internal control over financial reporting (internal control) to determine our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Casper, Wyoming's internal control. Accordingly, we do not express an opinion on the effectiveness on the City of Casper, Wyoming's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entities financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2015.001 that we consider to be a significant deficiency.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City of Casper, Wyoming's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters we reported to the management of the City of Casper in a separate letter January 25, 2016.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Porter, Muirhead, Cornia & Howard  
Certified Public Accountants

Casper, Wyoming  
January 25, 2016

**CITY OF CASPER, WYOMING**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
Year Ended June 30, 2015**

Federal Grantor/Pass-Through Grantor Program Title	Federal CFDA Number	Identifying Number/ Pass-Through Grantor's Number	Current Year Expenditures
<u>U.S. Department of Agriculture</u>			
Passed through the Wyoming State Forestry Division			
Urban Forestry	10.664	11-DG-11020000-060	\$ 15,925
Total U.S. Department of Agriculture			<u>15,925</u>
<u>U.S. Department of Housing and Urban Development</u>			
Direct			
Community Development Block Grants/Entitlement Grants	14.218	BM-11-MC-56-0001	<u>235,139</u>
Total U.S. Department of Housing and Urban Development			<u>235,139</u>
<u>U.S. Department of Interior</u>			
Passed through National Park Service			
Historic Preservation Grant - Grants in Aid	15.904	56-13-00000.05	<u>3,000</u>
Total U.S. Department of Interior			<u>3,000</u>
<u>U.S. Department of Justice</u>			
Passed through the Wyoming Department of Criminal Investigation			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2013-DJ-BX-0885	<u>3,715</u>
Passed through Wyoming Association of Sheriffs and Chiefs			
Enforcing Underage Drinking Laws	16.727	None	<u>7,074</u>
Total U.S. Department of Justice			<u>10,789</u>
<u>U. S. Department of Transportation</u>			
<i>Highway Planning and Construction Cluster</i>			
Passed through the Wyoming Department of Transportation			
Highway Planning and Construction	20.205	None	523,546
Highway Planning and Construction	20.205	STP-E-CA TL13006	358,000
Highway Planning and Construction	20.205	CD 0.00 CD14005	<u>32,166</u>
Total Highway Planning and Construction Cluster			<u>913,712</u>
Direct			
<i>Federal Transit Cluster</i>			
Federal Transit - Formula Grants	20.507	WY-90-X056-00	818,417
Federal Transit - Formula Grants	20.507	WY-90-054-00	<u>317,155</u>
Total Federal Transit Cluster			<u>1,135,572</u>

(Continued)

See accompanying notes to schedule of expenditures of federal awards

**CITY OF CASPER, WYOMING**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)**  
Year Ended June 30, 2015

Federal Grantor/Pass-Through Grantor Program Title	Federal CFDA Number	Identifying Number/ Pass-Through Grantor's Number	Current Year Expenditures
<u>U. S. Department of Transportation (Continued)</u>			
<i>Highway Safety Cluster</i>			
Passed through Wyoming Association of Sheriffs and Chiefs State and Community Highway Safety	20.600	None	\$ 22,361
Passed through the Wyoming Department of Transportation Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	None	<u>6,762</u>
<i>Total Highway Safety Cluster</i>			<u>29,123</u>
Passed through Wyoming Association of Sheriffs and Chiefs Alcohol Open Container Requirements	20.607	None	<u>5,327</u>
Total Alcohol Open Container Requirements			<u>5,327</u>
Total U. S. Department of Transportation			<u>2,083,734</u>
<u>U.S. Environmental Protection Agency</u>			
<i>Clean Water State Revolving Fund Cluster</i>			
Passed through Wyoming State Loan and Investment Board Capitalization Grants for Clean Water State Revolving Funds	66.458	CWSRF 127	<u>596,871</u>
<i>Total Clean Water State Revolving Fund Cluster</i>			<u>596,871</u>
Total U.S. Environmental Protection Agency			<u>596,871</u>
<u>U. S. Department of Health and Human Services</u>			
Passed through Natrona County School District #1, Wyoming Centers for Disease Control and Prevention - Investigations and Technical Assistance	93.283	None	<u>4,598</u>
Total U.S. Department of Health and Human Services			<u>4,598</u>
<u>U. S. Department of Homeland Security</u>			
Passed through Wyoming Office of Homeland Security			
Homeland Security Grant Program	97.067	EMW-2013-SS-00011-S01	20,689
Homeland Security Grant Program	97.067	13-GPD-CAS-LP-HLE13	31,567
Homeland Security Grant Program	97.067	EMW-2014-SS-00094	<u>78,937</u>
Total U.S. Department of Homeland Security			<u>131,193</u>
Total Expenditures of Federal Awards			<u>\$ 3,081,249</u>

See accompanying notes to schedule of expenditures of federal awards

**CITY OF CASPER, WYOMING**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

June 30, 2015

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**Note 1. Basis of Accounting**

The Schedule of Expenditures of Federal Awards is prepared on the modified accrual basis of accounting.

**Note 2. Revenues from Wyoming Department of Transportation**

To aid in the reconciliation process for subrecipient monitoring purposes, the following schedule represents federal grant revenues received from the Wyoming Department of Transportation on a cash basis of accounting for the year ended June 30, 2015:

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Grantor Project Number</u>	<u>Revenue Received</u>
Highway Planning and Construction	20.205/20.505	None	\$ 539,047

**Note 3. Loans Outstanding**

The City had the following loan balance under federally guaranteed loan programs outstanding at June 30, 2015:

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Amount</u>
U. S. Department of Housing and Urban Development Community Development Block Grants - Section 108 Loan Guarantees	14.248	\$ 494,000

This loan is collateralized by property and began amortization in August, 2010.

**Note 4. Metropolitan Planning Organization Funding**

The Wyoming Department of Transportation provides funding for the City's Metropolitan Planning Organization (MPO), which is identified as CFDA No. 20.505. The Fiscal Year 2015 Unified Planning Work Program notes that Casper and Cheyenne MPOs submit their planning programs together under the Consolidated Planning Grant (CPG). Within the CPG, FHWA and FTA funds are blended together and lose their identity. Per the Master Agreement for Metropolitan Transportation Planning between the Wyoming Department of Transportation, the Federal Highway Administration, and the Casper Metropolitan Planning Organization, all work under this Master Agreement shall be administered and catalogued by the Federal Highway Administration CFDA number 20.205; therefore, the MPO funding of \$919,712 has been reported under CFDA 20.205 rather than as 20.505 in the SEFA.



REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, Members of the Council and City Manager  
City of Casper, Wyoming

**Report on Compliance for Each Major Federal Program**

We have audited the City of Casper, Wyoming's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Casper, Wyoming's major federal programs for the year ended June 30, 2015. The City of Casper, Wyoming's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The City of Casper, Wyoming's basic financial statements include the operations of the Central Wyoming Regional Water System Joint Powers Board and the Economic Development Joint Powers Board, discretely presented component units. Our audit described below, did not include the operations of the Central Wyoming Regional Water System Joint Powers Board and the Economic Development Joint Powers Board because each component unit engaged other auditors to perform its audit. The reports of those auditors referenced \$659,112 and \$0 of federal awards being expended by the Central Wyoming Regional Water System Joint Powers Board and the Economic Development Joint Powers Board, respectively.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the City of Casper, Wyoming's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Casper, Wyoming's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on the City of Casper, Wyoming's compliance.

### ***Opinion on Each Major Federal Programs***

In our opinion, the City of Casper, Wyoming complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2015.

### **Report on Internal Control Over Compliance**

Management of the City of Casper, Wyoming is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the City of Casper, Wyoming's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of the City of Casper, Wyoming's internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Casper, Wyoming's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Porter, Muirhead, Cornia & Howard  
Certified Public Accountants

Casper, Wyoming  
January 25, 2016

**CITY OF CASPER, WYOMING**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
Year Ended June 30, 2015**

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**Section I - Summary of Auditor's Results**

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**Financial Statements**

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified?	No
Significant deficiencies identified?	Yes
Noncompliance material to financial statements noted?	No

**Federal Awards**

Internal control over major federal programs	
Material weaknesses identified?	No
Significant deficiencies identified?	None reported
Type of auditor's report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 510 (a) of Circular A-133?	No

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster	Amount
	<i>Federal Transit Cluster</i>	
20.507	Federal Transit - Formula Grants	\$ 1,135,572
	<i>Clean Water State Revolving Fund Cluster</i>	
66.458	Capitalization Grants for Clean Water State Revolving Funds	596,871
		\$ 1,732,443

Dollar threshold used to distinguish between type A and type B programs:	\$ 300,000
Auditee qualified as low-risk auditee?	No

**CITY OF CASPER, WYOMING**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**

Year Ended June 30, 2015

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**Section II – Financial Statement Findings**

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***Significant Deficiencies in Internal Control Over Financial Reporting***

***2015.001 Capital Assets***

***Criteria***

Capital assets are to be reported at cost, net of accumulated depreciation in the statement of net position.

***Condition and Context***

Numerous errors were found in testing additions, transfers, and reconciling the current year beginning balances to the prior year ending balances. Several large items were not identified and capitalized, including a fire truck with a cost of \$958,370, the truck barn expansion project at the solid waste facility, with a cost basis of \$907,434, roads contributed by the County with an estimated value of \$8.55 million, and \$1.6 million of improvements contributed to the recreation fund by the capital projects fund. Two major projects in construction in progress were noted as completed, yet the project had not been completed and placed in service, including a project of \$230,036 in the utilities fund and a project of \$503,817 in the solid waste fund.

***Effect***

Capital assets were understated, and depreciation incorrectly reported. Items which require capitalization were missed, or were misclassified between construction in progress and infrastructure.

***Cause***

Numerous individuals share responsibilities for various aspects of adding and disposing of capital assets in the capital asset module. Currently, departments are responsible for entering information for machinery and equipment into the capital asset module of the financial software. This task is performed infrequently, and often results in errors such as improper costs, improper dates including back dating additions, or not adding the assets at all. Department heads and staff should be fully aware and versed on the fixed asset process contained in the Property Control Policy. However, when questions arise, they do not contact the Finance Department for clarification. When errors do occur, it is unclear who was ultimately responsible. For example, when a new vehicle is purchased, neither the garage nor the actual department believes it is their responsibility to add the vehicle to the capital asset module. The City does not have a process in place to trouble shoot problems, making resolution more difficult. Without information which details the purchase or disposal, it is not possible to verify equipment and machinery were added or disposed of properly.

Personnel in all departments lack sufficient understanding to identify contributed capital assets, whether the contribution originates within the City between funds or from an outside party.

The finance department is tasked with capitalizing buildings and infrastructure. However, the Sky View report used by the department improperly excluded building expenses/expenditures, and was therefore missed.

**CITY OF CASPER, WYOMING**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**

Year Ended June 30, 2015

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**Section II – Financial Statement Findings (Continued)**

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***Significant Deficiencies in Internal Control Over Financial Reporting (Continued)***

***2015.001 Capital Assets (Continued)***

***Cause (Continued)***

The engineering and parks departments are responsible for informing the finance department when construction-in-progress projects are completed and ready to be placed in service. However, the accounting system may have a capital expense/expenditure line item which contains multiple projects with no separate identifier. Therefore, when a project is completed, it is difficult to identify the portions of the account which pertain to the specific project, resulting in either more or less costs being capitalized than are properly considered part of the project. Engineering department staff members were also not clear on when a project should be considered completed and placed into service, particularly if not all invoices on the project had been received.

***Recommendation***

We recommend the City consider centralizing the addition and disposal of capital assets within the finance department. In the event the City will not centralize the addition and disposal of capital assets, we recommend the following alternatives. First, the City should provide additional training to departments which detail the information and process necessary to add or dispose of assets within the capital asset module. This training should include information on identification of assets which have been contributed to the City by another fund or an outside party. It is also essential the City clarify which departments are responsible for the addition of vehicles. Second, the City must develop a process to review and correct the errors in additions and deletions made by departments. Whenever, an asset is added at the department level, all the information on the purchase, including costs, trade in values, date of acquisition, etc. should be provided to the finance department. Third, the City should consider using IDEA, a data analysis software, to determine when assets have been improperly added in a prior period by comparing the detail of the assets at the end of the prior year to the detail of the assets in the current year, and extracting any assets with an acquisition date prior to the current year which were not listed as an asset in the prior year asset inventory detail. Ample time must be provided to finance department personnel to review the data, search for, and correct the errors.

The City should update the Sky View report to include all building expenses/expenditures so all buildings can be identified for capitalization or inclusion in the schedule of construction in progress.

Last, we recommend the City work with the engineering and parks departments to develop identifiers for projects within the accounting software so all costs identified with a specific project can be clearly identified at the time the project is completed. In addition, protocols should be set to clarify when a project is completed and placed in service.

CITY OF CASPER, WYOMING

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended June 30, 2015

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**Section II – Financial Statement Findings (Continued)**

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***Significant Deficiencies in Internal Control Over Financial Reporting (Continued)***

***2015.001 Capital Assets (Continued)***

***Views of Responsible Officials***

The City decentralized fixed assets from Finance to departments three years ago. Since that time, Finance staff has conducted training on the disposals and additions of the City's property (capital assets). Finance continues the training with relevant City staff. With written findings from annual audits on internal controls, the following will be incorporated to address the findings:

- A review session with Finance, on the Property Control Policy will be held quarterly requiring relevant staff attendance. Finance will track attendance sheets.
- Finance will continue to send out monthly reports to Department Heads of pending assets that have not been addressed as additions or deletions with a deadline for corrections. This report will be developed to include prior month(s) assets that were not addressed along with the current pending assets.
- The Fleet Maintenance staff will be responsible for the addition of vehicles purchased. This new process will be communicated to staff. No fixed asset form will be sent to Finance.
- Transfers of any asset from one department/cost center to another will be handled by the receiving department/cost center. All information will be filled out and the fixed asset form will be sent to Finance for processing.
- Finance will continue to conduct quarterly on-site physical internal audits of department assets using the floor-to-sheet/sheet-to-floor process. A report of the conclusion will be sent to Department Heads with deadlines for corrections needed.
- The retirements (or disposals) are being balance on a quarterly basis, making sure that the gain/loss report is current and accurate by the Finance staff.
- Prior period acquisition dates will be addressed with a filtered report until the City's software system has been corrected to not allow any prior period dates. Currently, Finance has submitted a development request to GEMS (software system) to "not allow" any dates prior to the current fiscal year.

Finance staff had a meeting in October 2015 with Engineering and Parks and developed a process to use identifiers (sub-numbers). These numbers would be unique to each project to identify specific costs. The identifying number would also be specific to the project completion and place in service.

Capitalization of expenses/expenditures in the schedule of construction in progress (CIP) is a work in progress. There is no easy push button report that will capture all expenses. Finance has enhanced the Sky View report currently being used to encompass all the building general ledger lines.

Capital assets property control is an essential part of the organizational financial reporting and to bring assurance, value, expertise, understanding and confidence to management, this process will employ accountability and efficiency from departments going forward.

**CITY OF CASPER, WYOMING**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**

Year Ended June 30, 2015

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**Section III - Federal Award Findings and Questioned Costs**

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None reported.

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**CITY OF CASPER, WYOMING**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
Year Ended June 30, 2015**

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***Significant Deficiencies in Internal Control Over Compliance***

***2014.001 Earmarking***

***Federal Program***

Community Development Block Grant, CFDA No. 14.218, (component of the Community Development Block Grant Cluster)

***Condition***

Based on the IDIS PR26 report dated June 30, 2014, funds obligated for planning and administration activities were 20.63%. While over the allowable 20 percent, the actual excess dollars obligated were \$1,082.

***Status***

Condition has been corrected.

***2014.002 Allowable Costs, Cost Principles***

***Federal Program***

Capitalization Grants for Clean Water State Revolving Funds, CFDA No. 66.458

***Condition***

We tested two of four reimbursement requests; one of which contained five receipts for meals of \$207.51 as part of the total reimbursement request of \$466,626.38. None of the meal receipts provided detail of the specific food or beverages which were ordered. Therefore, it was not possible to determine if meal costs included alcoholic beverages.

***Status***

Condition has been corrected.

***2014.003 Procurement, Suspension, and Debarment***

***Federal Program***

Capitalization Grants for Clean Water State Revolving Funds, CFDA No. 66.458

***Condition***

The project utilized the services of three different entities. The program manager and staff did not determine whether any of these three entities and their principals were not suspended or debarred or otherwise excluded from participating in the transactions. It was subsequently determined such parties were not suspended or debarred.

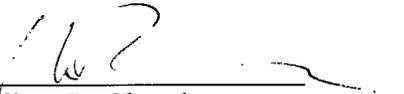
***Status***

Condition has been corrected.

APPROVAL AS TO FORM

I have reviewed the *Fiscal Year 2017 Contract for Services to Victims of Crime Between The Office of the Attorney General, Division of Victim Services and Casper Police Department*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 12, 2016

  
\_\_\_\_\_  
William R. Chambers  
Deputy City Attorney

RESOLUTION NO. 16-249

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

WHEREAS, the City of Casper has been approved for a grant of Eighty Seven Thousand Five Hundred Sixty Two Dollars (\$87,562) from the State of Wyoming Office of the Attorney General, Division of Victim Services funds; and,

WHEREAS, the City of Casper desires to accept the grant funds from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

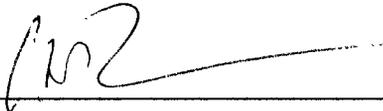
WHEREAS, the City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the funds from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of Eighty Seven Thousand Five Hundred Sixty Two Dollars (\$87,562) are hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all documents pertaining to said grant.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 14, 2016

MEMO TO: V H McDonald, City Manager  
FROM: Jim Wetzel, Chief of Police  
SUBJECT: Acceptance of the Edward Byrne Memorial Bureau of Justice Assistance Grant (JAG) Agreement for FY16

Recommendation:

That Council, by resolution, authorize acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of Twenty Thousand, Seven Hundred Sixty Three Dollars (\$20,763); to be shared with Natrona County (City receives \$11,096.50 and Natrona County receives \$9,666.50).

Summary:

The Casper Police Department and Natrona County have been notified that the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, desires to award the City of Casper and Natrona County a grant, in the amount of \$20,763. Monies shall be used patrol rifles and other miscellaneous equipment associated with that purchase covered by the grant.

This grant is for the time period beginning upon the receipt of the grant in the year 2016, and shall terminate thirty six (36) months from the date of the Memorandum of Understanding or when the funds have been expended. Funding will come from the Department of Justice as outlined in the Memorandum of Understanding.

A resolution has been provided for Council's consideration.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 13

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Casper 201 North David Casper, WY 82601		4 AWARD NUMBER: 2016-DJ-BX-0121	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017	
		6 AWARD DATE 09/08/2016	7 ACTION  Initial
2a. GRANTEE IRS/VENDOR NO. 836000051	8 SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 152720140	9 PREVIOUS AWARD AMOUNT \$ 0		
3 PROJECT TITLE City of Casper 2016 Local Byrne Memorial Justice Assistance Grant	10. AMOUNT OF THIS AWARD		\$ 20,763
	11 TOTAL AWARD		\$ 20,763
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq			
14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16 TYPED NAME AND TITLE OF APPROVING OFFICIAL  Denise O'Donnell Director		18 TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Velton H McDonald City Manager	
17 SIGNATURE OF APPROVING OFFICIAL  <i>Denise O'Donnell</i>		19 SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20 ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC REG. SUB POMS AMOUNT X B DJ 80 00 00 20763		21 RDJUGT1072	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

**1. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**2. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

**3. Required training for Point of Contact and all Financial Points of Contact**

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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PROJECT NUMBER 2016-DJ-BX-0121

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*SPECIAL CONDITIONS*

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530, (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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*SPECIAL CONDITIONS*

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



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**AWARD CONTINUATION  
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PROJECT NUMBER 2016-DJ-BX-0121

AWARD DATE 09/08/2016

*SPECIAL CONDITIONS*

27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
  - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



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51. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.
52. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

RESOLUTION NO. 16-250

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS FOR THE FY 16 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.

WHEREAS, the City of Casper has been awarded an Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of Twenty Thousand, Seven Hundred Sixty Three Dollars (\$20,763); and,

WHEREAS, this Grant required that the funds be shared between the City of Casper and Natrona County, with Casper receiving \$11,096.50, and Natrona County receiving \$9,666.50; and,

WHEREAS, the City of Casper and Natrona County desire to accept these funds from the Bureau of Justice. The Casper Police Department will use its share of the funds for the purchase of patrol rifles and other miscellaneous equipment associated with that purchase, and the Natrona County Sheriff's Office will use its share of the funds for the purchase of miscellaneous equipment for patrol deputies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute, and the City Clerk to attest, a Grant Agreement with the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of \$20,763.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

October 14, 2016

MEMO TO: V H McDonald, City Manager

FROM: Jim Wetzel, Chief of Police

SUBJECT: Memorandum of Understanding with Natrona County for the Edward Byrne Memorial Bureau of Justice Assistance Grant (JAG) for FY16

Recommendation:

That Council, by resolution, authorize a Memorandum of Understanding with Natrona County for the shared use of funds being provided by Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of Twenty Thousand Seven Hundred Sixty Three Dollars (\$20,763).

Summary:

The Casper Police Department has been awarded the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs in the amount of \$20,763. The grant requires the funds be shared with Natrona County.

The Memorandum of Understanding outlines the conditions and requirements regarding the allocation, administration, and disbursement of the grant funds between the City of Casper and Natrona County. Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. Products or services ordered by County shall be invoiced to the City of Casper.

The Memorandum of Understanding and a resolution have been provided for Council's consideration.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Casper;" and, Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Casper and County desire to share the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG), with Casper receiving \$11,096.50, and County receiving \$9,666.50. Total Grant amount is \$20, 763.

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

1. SCOPE OF SERVICES:

This is an exclusive agreement between Casper and County. Casper shall serve as the applicant/fiscal services agent in all matters relating to the funds.

2. TIME OF PERFORMANCE:

The services of Casper shall begin immediately, and shall terminate thirty six (36) months from the date of this Memorandum of Understanding, or when the funds have been expended, unless either party wishes to terminate said agreement as provided in paragraph five below.

3. METHOD OF PURCHASE:

Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. Products or services ordered by County shall be invoiced to the City of Casper.

4. TERMINATION:

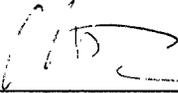
Casper may terminate this agreement, provided however, that Casper shall notify County, in writing of any such intention to terminate thirty (30) days before the effective date of the termination. County may terminate, without declaring a default, by also providing notice to Casper thirty (30) days before intended termination.

5. EXTENT OF AGREEMENT:

This Memorandum of Understanding represents the entire and integrated agreement between Casper and County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and County.

IN WITNESS WHEREOF, Casper and County have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

ATTEST:

NATRONA COUNTY WYOMING

---

Renea Vitto  
County Clerk

---

Forrest Chadwick, Chairman  
Natrona County Commissioners

RESOLUTION NO. 16-251

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY

WHEREAS, the City of Casper and Natrona County, Wyoming have been approved for a Justice Assistance Grant; and,

WHEREAS, the City of Casper and Natrona County, Wyoming desire to enter into a Memorandum of Understanding concerning the expenditures of these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Memorandum of Understanding with Natrona County, Wyoming, for the administration of a Bureau of Justice Assistance Grant, in the amount of Twenty Thousand, Seven Hundred Sixty Three Dollars (\$20,763), the Casper Police Department will receive Eleven Thousand Ninety Six Dollars and Fifty Cents (\$11,096.50) and Natrona County will receive Nine Thousand Six Hundred Sixty Six Dollars and Fifty Cents (\$9,666.50).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor