

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, March 2, 2021, 6:00 p.m.



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- II. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- III. 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. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. 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)

Please silence cell phones during the City Council meeting.

COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are required. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: CouncilComments@casperwy.gov. Citizens may call 307-235-8272 from 8 a.m. to 5 p.m. Monday or 8 a.m. to noon on Tuesday of the meeting to schedule a call for the Council meeting. Staff will provide citizens with a link or phone number to call in to speak during the meeting along with instructions.

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AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 16, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 24, 2021
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 16, 2021 EXECUTIVE SESSION – PERSONNEL AND LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
 - A. From Persons Present
7. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish March 16, 2021, as the Public Hearing Date for Consideration of:
 - a. Amending Section 13.04.060 of the Casper Municipal Code – **Application Requirements and Procedures – Water Distribution/Sanitary Sewer Collection Facilities.**
 - b. Vacation and Replat Creating **Central Services Addition No. 2.**
 - c. Adoption of **Fiscal Year 2020-21 Budget Amendment #4.**
8. THIRD READING ORDINANCES
 - A. **Vacation** a Portion of **East 7th Street.**
 1. Communications from Persons Present
 - B. **Repealing Ordinance No. 54-00** as Codified by Article IV, Chapter 9.40 of the Casper Municipal Code Titled “Sale of Nicotine Products”.
 1. Communications from Persons Present

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9. SECOND READING ORDINANCES

A. Vacation and Replat Creating the **Trails West Estates No. 4 Addition**, a Zone Change of Said Subdivision, and the Trails West Estates No. 4 Subdivision Agreement.

1. Communications from Persons Present

B. Creation of **Local Assessment District 158–Coates Road** Surfacing Improvements.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Amending the **Financial Administration Guidelines** as Adopted by Resolution No. 20-168.

2. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the Amount of \$384,307 for the **Industrial Avenue Drainage and Surfacing Improvements - Spruce to Elm Project**.

3. Approving a Contract for Professional Services with **All Traffic Data Services** for the FY 2021-2023 **Traffic Counts Data Collection Services** for Three (3) Consecutive Years in an Amount not to Exceed \$90,000.

11. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of **Kenneth Bates** to the **Casper Housing Authority Board of Commissioners**.

2. Adopting **Guidelines for Proclamation** Requests Submitted to the City of Casper.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND LITIGATION

14. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, March 16, 2021– Council Chambers

6:00 p.m. Tuesday, April 6, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, March 9, 2021 – Council Chambers

4:30 p.m. Tuesday, March 23, 2021– Council Chambers

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	OYD	Old Yellowstone District

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
February 16, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:15 p.m., Tuesday, February 16, 2021. Present: Councilmembers Cathey, Engebretsen, Gamroth, Johnson, Lutz, Pacheco, Pollock and Mayor Freel. Absent: Councilmember Knell.

Moved by Councilmember Pollock, seconded by Councilmember Cathey, to, by minute action, excuse the absence of Councilmember Knell. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Vice Mayor Pacheco, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the February 2, 2021, regular Council meeting, as published in the Casper-Star Tribune on February 10, 2021. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the February 2, 2021, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Vice Mayor Pacheco, to, by minute action, approve payment of the February 16, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 02/16/21		
307Cllsn	Services	2,146.02
71Const	Services	1,675.63
AMBI	Services	1,101.57
AakerSgns	Services	1,317.60
ABaedke	Reimb	44.10
AceHrdw	Goods	404.37
ActiveNtwrk	Services	437.00
Adecco	Services	1,164.00
AhernRntls	Goods	757.45
Airgas	Goods	690.80
AllianceElect	Services	254.19
AlphaMed	Goods	10,849.50
AlSCO	Services	1,593.52
AltitudeRcycling	Services	7,980.00
AMSignal	Goods	502.00
Ameritech	Services	1,338.19

Amerigas	Goods	15,159.89
ArrwhdHtng	Services	500.40
AtlasOffice	Goods	2,338.74
Automtn&Elct	Services	1,441.80
B&Bsales	Goods	23.50
B&Cproperty	Services	1,302.29
B32Eng	Services	3,914.25
BarD	Services	2,425.00
BlckHllsEnrgy	Utilities	6,218.03
Bloedorn	Goods	77.31
Caselle	Services	75.00
CsprFireExt	Services	133.25
CsprMtnSki	Services	2,458.29
CsprMuniBnd	Funding	134,561.69
CsprSoccer	Refund	500.00
CsprStarTrib	Services	3,281.47
CsprTire	Goods	319.00
CntrlWYRegWtr	Services	297,116.86
CenturyLink	Utilities	14,692.49
CAsbe	Services	2,800.00
CtyofCspr	Services	91,411.56
CMITeco	Goods	50,346.58
CompProf	Goods	1,561.00
CnsltdElect	Goods	487.54
Convergeone	Services	2,865.72
CRacki	Reimb	150.00
DavidsonFxd	Services	4,044.64
DavidsonMech	Services	2,166.00
DBackus	Reimb	100.00
DeckerAuto	Goods	455.29
Dell	Goods	8,684.89
DennisSpplly	Goods	313.26
DiamondVogel	Goods	200.43
DooleyOil	Goods	16,545.14
EatonSls	Goods	1,292.18
EdgeEng	Services	805.45
EMoore	Reimb	89.15
EmrgencyMedD	Services	899.40
EnrgyLabs	Services	682.00
EnvrnmntlCvl	Services	9,340.60
Ferguson	Goods	189.93
FHiday	Reimb	194.15
FIB	Services	15,978.59
ForemansQltyM	Goods	1,824.66
GCBldg	Goods	1,841.02

Galls	Goods	648.88
GolderAssoc	Services	8,098.14
Grainger	Goods	297.06
GWebb	Reimb	25.19
GWilliamsInvest	Services	750.00
HDREng	Services	29,434.89
Homax	Goods	19,411.60
HydroOpt	Services	200.00
InbergMllr	Services	2,700.00
JacksTrck	Services	813.23
JGall	Reimb	15.00
JGreenwood	Reimb	150.00
JMosler	Reimb	143.99
JohnnyAppleseed	Goods	2,000.00
JRenville	Reimb	268.98
Kubwater	Goods	5,618.85
LWood	Reimb	150.00
LisasSpicSpan	Services	1,320.00
LongBldg	Goods	2,885.00
MDolbare	Reimb	286.49
MooreAssoc	Services	23,856.64
Motorola	Goods	9,457.67
MtnSttsPipe	Goods	9,849.21
Napa	Goods	70,199.69
NCHlth	Services	42,750.00
NCWeed&Pest	Funding	65,000.00
Norco	Goods	424.41
NordicSnd	Services	999.00
NWCntrctrs	Services	164.24
OlsonAuto	Services	1,569.96
OneCall	Services	439.25
PCN	Goods	665.27
PeakGeo	Services	16,329.21
Pedens	Goods	1,862.50
PrnterPros	Services	415.00
ProfClning	Services	1,395.00
Ricoh	Services	298.74
RckyMtnPwr	Utilities	207.88
RouterSwr	Services	1,327.20
SCole	Reimb	274.13
S&Melect	Services	5,724.82
ShamrockEnv	Services	553,314.30
SheetMEtalSpec	Services	17,630.00
ShrwnWllms	Goods	192.74
ShoshoneDist	Goods	528.00

SDLime	Services	25.00
Smarsh	Services	1,863.00
SoftDr	Goods	113.50
SprecherElect	Services	21.28
StateofWy-DeptofA	Services	40.00
SummitElect	Services	3,091.21
ThreeTrails	Services	29,636.00
Thyssenkrupp	Services	6,874.40
TopOffice	Goods	632.04
TretoConst	Retain	67,737.60
TylerTech	Goods	700.00
VeoliaESTech	Goods	7,738.85
Verizon	Services	575.34
VilanceLng	Services	25.00
VRCCo	Services	84.00
WamcoLabs	Services	1,800.00
WardwellWtr	Services	62.68
WasteWtr	Services	373,736.10
WearPrts	Goods	75.16
WWCEng	Services	10,533.08
WLCEng	Services	1,620.00
WYMchnry	Services	707.08
WyStFiremens	Services	75.00
WyStAuditors	Services	15,682.99
WyComp	Goods	1,129.75
WCSCorp	Goods	225.00
YouthCrsCtr	Funding	13,962.00
Total		2,172,922.60

6. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

7.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the rezoning, vacation and replat creating the Trails West Estates No. 4 Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 3, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 31, 2021. City Manager Napier provided a brief report.

Speaking in support were: Bill Fehringer, Civil Engineering Professionals, Inc. and Keith Tyler, consultant for the applicant.

There being no others to speak for or against the issues involving the Trails West Estates No. 4 Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-21
AN ORDINANCE APPROVING A VACATION/REPLAT,
SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE
TRAILS WEST ESTATES NO. 4 ADDITION SUBDIVISION IN
THE CITY OF CASPER, WYOMING.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Mayor Freel and Councilmember Engebretsen abstained. Motion passed.

7.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of Local Assessment District 158 – Coates Road.

City Attorney Henley entered six (6) exhibits: correspondence from Andrew Beamer to J. Carter Napier, dated January 29, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated January 31, 2021; correspondence from Seth Coursen; correspondence from Paul and Suzanne Gulley; property owner notification package; and correspondence from Julia Olsen.

City Manager Napier provided a brief report.

Speaking in support was Andrea Strohman, 4145 Coates Road.

Speaking in opposition was Seth Coursen, 4270 Coates Road.

There being no others to speak for or against the issues involving the Local Assessment District, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 8-21
AN ORDINANCE CREATING CITY OF CASPER, WYOMING,
LOCAL ASSESSMENT DISTRICT NO. 158; ORDERING THE
CONSTRUCTION OF IMPROVEMENTS THEREIN;
DESCRIBING THE SAME, DIRECTING THE PREPARATION
OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING
FOR THE PUBLICATION OF NOTICE TO CONTRACTORS;
FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING
ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING
DETAILS IN CONNECTION WITH SAID DISTRICT.

Councilmember Engebretsen presented the foregoing ordinance for approval, on first reading. Seconded by Vice Mayor Pacheco.

Councilmembers had questions about the neighborhood meetings, and division of the LAD costs, which City Manager Napier addressed. Motion passed.

7.B PUBLIC HEARING—ANNEXATION

Mayor Freel opened the public hearing to consider if the annexation of the East Robertson Road Addition complies with W.S. 15-1-402.

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 3, 2021; an affidavit of publication for the hearing date, as published in the Casper-Star Tribune, dated January 6, 2021; affidavit of publication for the annexation report summary, as published in the Casper-Star Tribune, dated January 26, 2021; and the South Robertson Road Addition annexation report. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the East Robertson Road Addition, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 21-17
A RESOLUTION FINDING FACTS PURSUANT TO
WYOMING STATUTE 15-1-402 REGARDING THE
ANNEXATION OF THE EAST ROBERTSON ROAD
ADDITION.

Councilmember Engebretsen presented the foregoing resolution for adoption. Seconded by Councilmember Pollock. Mayor Freel and Councilmember Engebretsen abstained. Motion passed.

Following ordinance read:

ORDINANCE NO. 4-21
AN ORDINANCE APPROVING THE CITY-INITIATED
ANNEXATION OF THE EAST ROBERTSON ROAD
ADDITION; AND A COUNCIL-INITIATED REZONE OF
THE PROPERTY LOCATED AT 3489 SOUTH
ROBERTSON ROAD.

WHEREAS, the Casper City Council approved Resolution No. 20-235, initiating the annexation of the East Robertson Road Addition, consisting of fifteen (15) lots located east of Robertson Road, and north of the Robertson Road river crossing/bridge, and more particularly described in the annexation exhibit, attached hereto as Exhibit A, which is hereby incorporated into this ordinance as though fully set forth; and,

WHEREAS, the East Robertson Road Addition is one hundred percent (100%) surrounded by properties currently located within the Casper corporate limits; and, WHEREAS, pursuant to Section 17.12.180 of the Casper Municipal Code, the City Council may impose zoning on the property to be annexed; and,

WHEREAS, the 2017 Generation Casper Comprehensive Land Use Plan supports the zoning of the property as AG (Urban Agriculture); and,

WHEREAS, an annexation report will be completed prior to third reading, and final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City received a request from the property owner of 3489 South Robertson Road, more particularly described as Lot 1, Loraas Addition to the City of Casper, to rezone her property

from R-2 (One Unit Residential) to AG (Urban Agriculture), so that the zoning of her property is consistent with the zoning of the surrounding area being annexed; and,
 WHEREAS, pursuant to Section 17.12.160 of the Casper Municipal Code, the City Council may initiate zone changes.

WHEREAS, the City of Casper Community Development Director recommends the rezoning of 3489 South Robertson Road to AG (Urban Agriculture), in that the rezone will be consistent with surrounding zoning and the 2017 Generation Casper Comprehensive Land Use Plan.

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

SECTION 1:

The annexation of the East Robertson Road Addition, as described in Exhibit A, is hereby approved, and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

AG (Urban Agriculture) zoning of the East Robertson Road Addition is hereby approved.

SECTION 3:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 4:

3489 South Robertson Road, more particularly described as Lot 1, Loraas Addition to the City of Casper, is hereby rezoned from R-2 (One Unit Residential) to AG (Urban Agriculture).

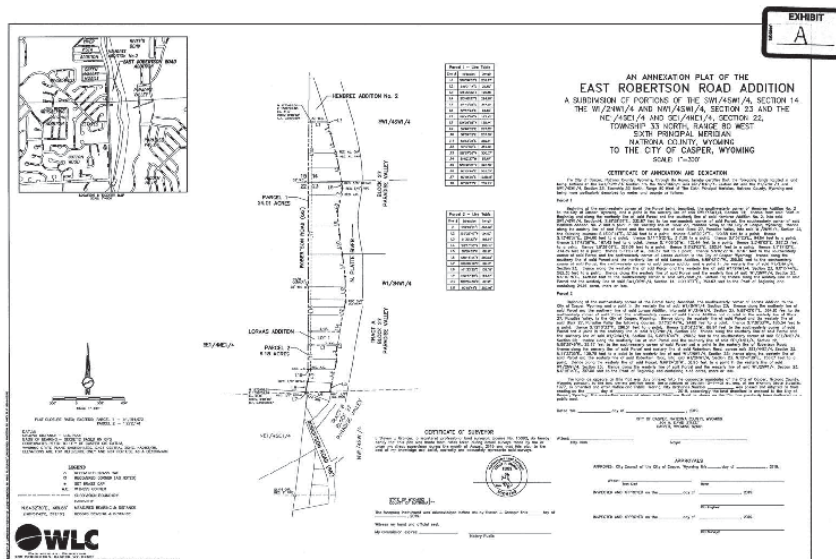
SECTION 5:

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

PASSED on 1st reading the 19th day of January, 2021.

PASSED on 2nd reading the 2nd day of February, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 16th day of February, 2021.



Vice Mayor Pacheco presented the foregoing ordinance for adoption, on third reading. Seconded by Councilmember Cathey. Mayor Freel and Councilmember Engebretsen abstained. Motion passed.

7.C PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2021 through March 31, 2022.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 26, 2021; an affidavit of publication for the majority of licenses, as published in the Casper-Star Tribune, dated January 18, 2021; an affidavit of publication for Ludovico, as published in the Casper-Star Tribune, dated February 9, 2021; an affidavit of website publication, as published on the City of Casper website, dated February 5, 2021; and an affidavit of notice of conspicuous posting, dated February 5, 2021.

Councilmember Pollock recused herself from the discussion and left the room. City Manager Napier provided a brief report.

Mayor Freel indicated that representatives from the Pizza Ranch were asked to speak at this meeting, but were unable to attend because of the weather. He also stated that a meeting would be set up with them for a later time. Mayor Freel recused himself from the discussion and left the room.

Vice Mayor Pacheco requested that Travis Taylor address Council. Mr. Taylor provided an overview of his ownership of Retail Liquor License No. 5. Councilmember Gamroth asked about the renewal and transfer of liquor licenses, which City Attorney Henley addressed. Councilmembers had specific questions about the use of the license, which Mr. Taylor addressed. Councilmember Lutz asked about the ownership and sale of licenses, and City Attorney Henley shared further information.

Vice Mayor Pacheco stated that he would like to set September 1st as a deadline for action on this license. Councilmember Cathey asked if a stipulation could be placed on the license, much like those on some of the existing licenses. City Attorney Henley indicated that Council could request an explanation of progress and that without it the 2022 renewal would be in jeopardy. Councilmember Cathey shared his concerns about the renewal of this license. Vice Mayor Pacheco shared that he would like an update from Mr. Taylor at the first meeting in September and that if changes have not occurred then the license would not be renewed going forward. Mr. Taylor requested some assurances, should he be in the middle of construction in September, for example. City Attorney Henley offered some suggestions for language and criteria for the condition for this renewal. City Manager Napier pointed out that the end of the calendar year coincides roughly with the application for the 2022 licensing year.

Mayor Freel rejoined the meeting. There being no one to speak for or against the issues involving the renewal of the liquor licenses, the public hearing was closed.

Moved by Councilmember Cathey, seconded by Councilmember Engebretsen, to, by minute action, authorize the renewal of the liquor licenses. Motion passed. Councilmember Pollock returned to the meeting.

8.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 1-21 AMENDED
AN ORDINANCE AMENDING CHAPTER 9.24 OF THE
CASPER MUNICIPAL CODE – OFFENSES AGAINST PUBLIC
DECENCY, MODIFYING CERTAIN SECTIONS AND
CREATING NEW SECTIONS THEREOF.

Councilmember Cathey presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Lutz. No citizens spoke on the ordinance.

Moved by Councilmember Gamroth to add amend Section 9.24.040 A. 3 to add the word “touched” and to add the following phrase at the end of the paragraph “and who is in the same building, structure, vehicle or area as the person(s) touched or touching”. Seconded by Councilmember Johnson. Motion to amend passed. Council voted on the ordinance, on third reading, as amended. Motion passed.

Ordinance as amended follows:

ORDINANCE NO. 1-21 AMENDED
AN ORDINANCE AMENDING CHAPTER 9.24 OF THE
CASPER MUNICIPAL CODE - OFFENSES AGAINST PUBLIC
DECENCY, MODIFYING CERTAIN SECTIONS AND
CREATING NEW SECTIONS THEREOF.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xiii) and (xli) to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and of its citizens; and,

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the city necessary to the exercise of its corporate powers; and,

WHEREAS, those powers include the stated action of suppressing or prohibiting houses of prostitution and other disorderly houses illegal sexual services; and,

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, the governing body of the City of Casper desires to update and amend the following Sections of Chapter 9.24 Offenses Against Public Decency.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following Sections of Chapter 9.24 Offenses Against Public Decency, are hereby updated and amended as follows:

9.24.040 - Prostitution—Defined—Prohibited.

A. For the purposes of this section:

"Prostitution" means any person who performs, offers or agrees to perform any act of:

a. Sexual intrusion as defined or referenced in this section or, any touching, manipulation or fondling of the sex organs of one person, whether by touch or the physical use of other items, by

another person for any money, property, token, object or article or anything of value, for the purpose of sexual arousal or gratification of any or all of the participants.

b. Performance prostitution as defined and/or referenced in this section for any money, property, token, object, article or anything of value.

2. "Sexual intrusion" means and is defined as in Section 6-2-301 of the Wyoming Statutes,

a. Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse, or

b. Sexual intercourse, cunnilingus, fellatio, anilingus or anal intercourse with or without emission.

3. "Performance prostitution" means any touching, manipulation or fondling of the sex organs and/or areola by one person upon themselves or by one person upon the person of another, whether by touch or the physical use of other items (touched), for the purpose of sexually arousing or sexually gratifying the person, who paid for and/or financed the sexual arousal or sexual gratification, and who is in the same building, structure, vehicle or area as the person(s) touched or touching.

B. No person shall keep, set up, maintain or operate any place, structure, building or conveyance in which an act or acts of prostitution are performed or for the purpose of prostitution, with knowledge or reasonable cause to know that the same is or is to be used for such purpose, or receive or offer to agree to receive any person in any place, structure, building or conveyance for the purpose of prostitution, or permit any person to remain therein for such purpose.

C. No person shall direct, take, transport or offer or agree to take or transport, any person to any place, structure or building or to any other person with knowledge or reasonable cause to know that the purpose of such directing, taking or transporting is for an act of prostitution.

D. No person shall reside in, enter or remain in any place, structure or building, or enter or remain in any conveyance for the purpose of prostitution.

E. No person shall engage in or solicit prostitution, aid or abet prostitution or obtain financial or pecuniary benefit from prostitution, by solicitation or by any means whatsoever.

F. No person shall solicit an act of prostitution, whether such person is requesting an act of prostitution or offering an act of prostitution.

(Ord. 17-87 § 1, 1987: prior code § 26-33) (Ord. No. 20-15, § 1, 9-1-2015)

9.24.045 - Prostitution—Evidence in prosecutions.

In the trial of any person charged with the violation of any of the provisions of Section 9.24.040, consistent with the United States Constitution, the Wyoming Constitution and the Wyoming Rules of Evidence, testimony of a prior conviction or testimony concerning the reputation of any place, structure or building and of the persons who reside in or frequent the same and of the defendant shall be admissible in evidence in support of the charge. (Prior code § 26-34)

9.24.050 — Prostitution and Public Indecency Penalties — Administrative Consequences.

A. No owner, lessee, lessor, operator, manager, agent or employee of a business, place, structure, or conveyance or any licensee thereof, shall permit an act of prostitution under Wig Statutes Section 6-4-101 or Section 9.24.040 of this Code, public indecency under Section 9.24.020 of this Code or Wyoming Statutes Section 6-4-201, or shall engage in the sexual exploitation of children under Wyoming Statutes Section 6-4-303.

B. Any owner convicted of violating the statutes or ordinances referenced in this Section or aiding, abetting or inciting any violation thereof, shall in addition to the penalties prescribed by ordinance or statute, be subject to the administrative suspension or revocation of such individuals or entities license(s) and/or permits) for all business operations and activities at the location where the act(s)

of prostitution were committed; aiding and abetting or inciting a violation is also sufficient cause for the revocation or suspension of the individuals or entities license(s) and/or permit(s).

9.24.055 — Severability.

If any one or more section, subsection, sentence, clause, phrase, word, provision or application of this code chapter, shall for any person or circumstance, be held to be illegal, invalid, and/or unconstitutional such decision shall not affect the validity of any other sections, subsections, sentence, clause, phrase, word, provision or application of this code chapter which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, phrase, word, provision or application, and every section, subsection, sentence, clause, phrase, word, provision or application of this code chapter are declared severable. The governing body hereby declares that it would have passed each part, and each provision, section, subsection, sentence, clause, phrase or word thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, word, provision or application be declared illegal, invalid, and/or unconstitutional.

PASSED on 1st reading the 5th day of January, 2021.

PASSED on 2nd reading the 19th day of January, 2021.

PASSED, APPROVED, AND ADOPTED on third and final reading the 16th day of February, 2021.

8.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 3-21

AN ORDINANCE APPROVING THE PLAT OF THE HIGHLAND PARK CEMETERY ADDITION NO. 2.

WHEREAS, the City of Casper has applied for plat approval to create the Highland Park Cemetery Addition No. 2, consisting of a vacation and replat of Highland Park Cemetery, and incorporating un-platted portions of the N1/2SE1/4 of Section 10 T33N, R79W, 6th PM, Natrona County, Wyoming (the "plat"); and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested plat; and,

WHEREAS, the final plat requires approval by ordinance, following a City Council public hearing; and,

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

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

SECTION 1:

The final plat creating the Highland Park Cemetery Addition No. 2 is hereby approved.

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 19th day of January, 2021.

PASSED on 2nd reading the 2nd day of February, 2021.

PASSED, APPROVED, AND ADOPTED on third and final reading the 16th day of February, 2021.

Councilmember Pollock presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Engebretsen.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

9.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 5-21
AN ORDINANCE APPROVING THE VACATION OF EAST 7TH
STREET BETWEEN SOUTH JACKSON STREET AND THE
PUBLIC ALLEY BISECTING BLOCKS 62 AND 63, SHERIDAN
HEIGHTS ADDITION.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Engebretsen.

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, in favor of the vacation and gifting of the land; and Carter Britt, ECS Engineers, on behalf of the neighbors. Councilmembers had questions about the possibility of selling the vacated land and the maintenance of the area. City Manager Napier provided further information on these issues. Motion passed.

9.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 6-21
AN ORDINANCE REPEALING ORDINANCE NO. 54-00 AS
CODIFIED BY ARTICLE IV, CHAPTER 9.40 OF THE CASPER
MUNICIPAL CODE AND CREATING A NEW ARTICLE IV – OF
CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE TITLED
“SALE OF NICOTINE PRODUCTS”.

Councilmember Engebretsen presented the foregoing ordinance for approval, on second reading. Seconded by Vice Mayor Pacheco.

Those speaking in favor were: Whitney Lamb, Natrona County Prevention Coalition Chair; and Kenzie Martini, Casper Youth Council Chair. Councilmembers had questions for both speakers, which they addressed.

Councilmembers Cathey, Engebretsen, and Johnson voted nay. Motion passed.

10. CONSENT RESOLUTION

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-18
A RESOLUTION AUTHORIZING THE PURCHASE OF
BLUEBAM STUDIO PRIME LEVEL 1 LICENSING.

RESOLUTION NO. 21-19

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING STATE HISTORIC PRESERVATION OFFICE FOR THE COMPLETION OF A CULTURAL RESOURCE SURVEY OF AFRICAN AMERICAN HISTORICAL SITES/BUILDINGS IN CASPER.

RESOLUTION NO. 21-20

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

RESOLUTION NO. 21-21

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE INDUSTRIAL AVENUE DRAINAGE AND STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 21-22

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE COLLINS DRIVE MILL AND OVERLAY PROJECT NO. 20-041.

RESOLUTION NO. 21-23

A RESOLUTION AUTHORIZING A DONATION AGREEMENT AND BILL OF SALE BETWEEN THE CITY OF MILLS AND THE CITY OF CASPER.

RESOLUTION NO. 21-24

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH WAYNE AND MARY COLEMAN.

Councilmember Pollock presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Gamroth. Motion passed.

11. MINUTE ACTION— CONSENT

Moved by Vice Mayor Pacheco, seconded by Councilmember Pollock, to, by consent minute action, authorize the purchase of one (1) new 2021 Mack transport tractor truck, in the total amount of \$108,181.07, from CMI TECO. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on upcoming meetings as well as meetings they attended.

13. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 23, 2021, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 2, 2021, in the Council Chambers.

At 8:09 p.m., it was moved Councilmember Pollock, seconded by Councilmember Gamroth, to adjourn into executive session to discuss personnel and litigation. Motion passed.

At 8:50 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the executive session. Motion passed.

14. ADJOURNMENT

At 8:50 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Pollock, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for March 02, 2021

0970 CED

0970 CED	Traffic Control	Refund for sales tax	(\$3.30)
0970 CED	Traffic Control	Replacement light bulbs for Traffic shop	\$69.30
<i>0970 CED - Total For Traffic Control</i>			<i>\$66.00</i>
0970 CED - ALL DEPARTMENTS			\$66.00

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	fill sand	\$949.92
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$949.92</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$949.92

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Code Enforcement	Mail Services	\$642.00
<i>A.M.B.I. & SHIPPING, - Total For Code Enforcement</i>			<i>\$642.00</i>
A.M.B.I. & SHIPPING,	Customer Service	Mail Services	\$646.20
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$646.20</i>
A.M.B.I. & SHIPPING,	Planning	Mail Services	\$306.00
<i>A.M.B.I. & SHIPPING, - Total For Planning</i>			<i>\$306.00</i>
A.M.B.I. & SHIPPING,	Police Records	Postage	\$127.57
<i>A.M.B.I. & SHIPPING, - Total For Police Records</i>			<i>\$127.57</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,721.77

ADBAY.COM

ADBAY.COM	City Manager	Design	\$2,058.75
<i>ADBAY.COM - Total For City Manager</i>			<i>\$2,058.75</i>
ADBAY.COM - ALL DEPARTMENTS			\$2,058.75

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Baler Processing	Contract labor	\$582.00
ADECCO USA, INC.	Balefill - Baler Processing	Contract labor	\$582.00

<i>ADECCO USA, INC. - Total For Balefill - Baler Processing</i>			\$1,164.00
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,164.00

AECOM TECHNICAL SERV

AECOM TECHNICAL SERV	Metropolitan Planning Org	Aerial Flight QAQC	\$4,370.00
<i>AECOM TECHNICAL SERV - Total For Metropolitan Planning Org</i>			<i>\$4,370.00</i>
AECOM TECHNICAL SERV - ALL DEPARTMENTS			\$4,370.00

AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Baler Processing	pressure washer	\$216.05
<i>AHERN RENTALS INC - Total For Balefill - Baler Processing</i>			<i>\$216.05</i>
AHERN RENTALS INC	Balefill - Disposal & Landfill	Pressure washer	\$281.65
AHERN RENTALS INC	Balefill - Disposal & Landfill	Pressure washer	\$216.05
<i>AHERN RENTALS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$497.70</i>
AHERN RENTALS INC	Refuse - Residential	Pressure washer	\$216.05
AHERN RENTALS INC	Refuse - Residential	pressure washer pin	\$216.05
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$432.10</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$1,145.85

ALBERTSONS #0062

ALBERTSONS #0062	Balefill - Disposal & Landfill	CLINT SPARGUR RETIREMENT PARTY	\$74.93
<i>ALBERTSONS #0062 - Total For Balefill - Disposal & Landfill</i>			<i>\$74.93</i>
ALBERTSONS #0062	Balefill - Diversion & Special	COFFEE FOR SPEC WASTE BLDG	\$9.98
<i>ALBERTSONS #0062 - Total For Balefill - Diversion & Special</i>			<i>\$9.98</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$84.91

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Events center compactor	\$142.51
ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Quonset hut repairs	\$1,285.87
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			<i>\$1,428.38</i>
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$1,428.38

ALSCO

ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$104.48
ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$104.18
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$208.66</i>
ALSCO	Balefill - Disposal & Landfill	Rug cleaning	\$54.04
ALSCO	Balefill - Disposal & Landfill	Rug cleaning	\$53.25
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$107.29</i>
ALSCO	Police Federal Grants	Laundry	\$15.00
ALSCO	Police Federal Grants	Laundry	\$15.22
ALSCO	Police Federal Grants	Laundry	\$15.00
ALSCO	Police Federal Grants	Laundry	\$15.00
<i>ALSCO - Total For Police Federal Grants</i>			<i>\$60.22</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$85.86
ALSCO	Refuse - Residential	Professional Laundry Services	\$85.56
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$171.42</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$61.55
ALSCO	Regional Water Operations	Professional Laundry Services	\$61.55
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$123.10</i>
ALSCO - ALL DEPARTMENTS			\$670.69

ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	LAUNDRY SVC JAN 2021	\$602.50
ALSCO INC.	Fleet Maintenance Fund	LAUNDRY SVC DEC 2020	\$774.50
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,377.00</i>
ALSCO INC. - ALL DEPARTMENTS			\$1,377.00

ALTITUDE VETERINARY

ALTITUDE VETERINARY	Metro Animal Shelter	vet services	\$591.42
<i>ALTITUDE VETERINARY - Total For Metro Animal Shelter</i>			<i>\$591.42</i>
ALTITUDE VETERINARY - ALL DEPARTMENTS			\$591.42

AMAZON.COM JY0HP9T43

AMAZON.COM JY0HP9T43	Fleet Maintenance Fund	CARTS FOR PARTS WHSE	\$258.90
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AMAZON.COM JY0HP9T43 - Total For Fleet Maintenance Fund \$258.90

AMAZON.COM JY0HP9T43 - ALL DEPARTMENTS \$258.90

AMERICAN RED CROSS

AMERICAN RED CROSS Aquatics - Operations Fee for Red Cross Learn to Swim Program \$650.00

AMERICAN RED CROSS - Total For Aquatics - Operations \$650.00

AMERICAN RED CROSS - ALL DEPARTMENTS \$650.00

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Disposal & Landfill Forklift fuel \$150.59

AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill \$150.59

AMERIGAS - CASPER Refuse - Recycling Operating supplies \$585.21

AMERIGAS - CASPER - Total For Refuse - Recycling \$585.21

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$2,172.19

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$1,918.39

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$17,636.44

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$2,141.84

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$3,287.62

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$832.01

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$816.74

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$2,670.55

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$964.69

AMERIGAS - CASPER WWTP Operations Propane for temp generators \$806.74

AMERIGAS - CASPER - Total For WWTP Operations \$33,247.21

AMERIGAS - CASPER - ALL DEPARTMENTS \$33,983.01

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial 222301 crane truck repairs \$330.00

AMERI-TECH EQUIPMENT Refuse - Commercial 222277 repairs \$841.33

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$1,171.33

AMERI-TECH EQUIPMENT Refuse - Residential PACKING CYLINDER FOR UNIT 222284 (2016 Sid \$3,226.92

AMERI-TECH EQUIPMENT - Total For Refuse - Residential \$3,226.92

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS

\$4,398.25

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Pool Test Reagents	\$123.16
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$123.16</i>

AMZN Mktp US - ALL DEPARTMENTS

\$123.16

ASSOCIATED SUPPLY

ASSOCIATED SUPPLY	Aquatics - Operations	Lap Pool UV System Work	\$787.50
ASSOCIATED SUPPLY	Aquatics - Operations	Chlorine Probes	\$870.00
<i>ASSOCIATED SUPPLY - Total For Aquatics - Operations</i>			<i>\$1,657.50</i>

ASSOCIATED SUPPLY	Aquatics - Pool	Chlorine Probes	\$290.00
<i>ASSOCIATED SUPPLY - Total For Aquatics - Pool</i>			<i>\$290.00</i>

ASSOCIATED SUPPLY - ALL DEPARTMENTS

\$1,947.50

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Fleet Maintenance Fund	Services	\$370.64
<i>ATLANTIC ELECTRIC, I - Total For Fleet Maintenance Fund</i>			<i>\$370.64</i>

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS

\$370.64

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Supplies	\$33.86
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Supplies	\$50.22
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Stapler	\$38.31

<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			<i>\$122.39</i>
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ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	paper	\$133.96
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<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			<i>\$133.96</i>
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ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	PLANNER	\$15.27
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ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	SM CALENDARS, FUEL APPT BOOK	\$35.34
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<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$50.61</i>
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ATLAS OFFICE PRODUCT	Municipal Court	supplies	\$117.51
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ATLAS OFFICE PRODUCT	Municipal Court	Supplies	\$336.55
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<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$454.06</i>
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ATLAS OFFICE PRODUCT	Police Administration	Supplies	\$752.01
ATLAS OFFICE PRODUCT	Police Administration	Ink	\$140.22
ATLAS OFFICE PRODUCT	Police Administration	Headset	\$39.95
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$932.18</i>
ATLAS OFFICE PRODUCT	Refuse - Recycling	supplies	\$46.42
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Recycling</i>			<i>\$46.42</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$189.82
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$189.82</i>
ATLAS OFFICE PRODUCT	WWTP Operations	Office supplies	\$304.71
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			<i>\$304.71</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$2,234.15

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	Copier charge	\$66.82
ATLAS REPRODUCTION	Police Administration	Copier charge	\$160.35
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$227.17</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$227.17

AVALANCHE GARAGE

AVALANCHE GARAGE	Fleet Maintenance Fund	INS CLAIM / 70774	\$420.04
<i>AVALANCHE GARAGE - Total For Fleet Maintenance Fund</i>			<i>\$420.04</i>
AVALANCHE GARAGE - ALL DEPARTMENTS			\$420.04

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Heat tape and insulation	\$183.72
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Supplies	\$172.95
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$356.67</i>
BAILEY'S ACE HARDWAR	Refuse - Recycling	Supplies	\$74.95
BAILEY'S ACE HARDWAR	Refuse - Recycling	Bungee cords	\$17.17
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Recycling</i>			<i>\$92.12</i>
BAILEY'S ACE HARDWAR	Refuse - Residential	Weed sprayer	\$51.97
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			<i>\$51.97</i>

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS

\$500.76

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 3	\$12.57
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$12.57</i>
BAILEYS ACE HDWE	Fleet Maintenance Fund	HEATER/ OFFICE	\$69.99
<i>BAILEYS ACE HDWE - Total For Fleet Maintenance Fund</i>			<i>\$69.99</i>
BAILEYS ACE HDWE	WWTP Operations	Heat tape	\$18.99
BAILEYS ACE HDWE	WWTP Operations	Extension cord	\$31.41
BAILEYS ACE HDWE	WWTP Operations	Sand	\$27.95
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$78.35</i>

BAILEYS ACE HDWE - ALL DEPARTMENTS

\$160.91

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Balefill - Disposal & Landfill	Sign at baler bldg	\$848.00
<i>BAR-D SIGNS, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$848.00</i>

BAR-D SIGNS, INC. - ALL DEPARTMENTS

\$848.00

BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	141498 tire repair	\$277.78
<i>BIG HORN TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$277.78</i>

BIG HORN TIRE - ALL DEPARTMENTS

\$277.78

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas 7584 6122 74	\$3,394.12
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$3,394.12</i>
BLACK HILLS ENERGY	Aquatics - Pool	acct. 9723 1947 06	\$10.32
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$10.32</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	acct. 1919 8530 97	\$1,382.50
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural gas acct. 7538 8605 37	\$30.80
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			<i>\$1,413.30</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas acct. 8545 6521 02	\$630.76
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$630.76</i>

BLACK HILLS ENERGY	Cemetery	Natural Gas acct. 9629 0042 60	\$586.05
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$586.05
BLACK HILLS ENERGY	City Center Building	Natural Gas acct. 8545 6521 02	\$302.48
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$302.48
BLACK HILLS ENERGY	City Hall	Natural Gas acct. 6837 4281 65	\$650.77
<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$650.77
BLACK HILLS ENERGY	Fire-EMS Administration	acct. 3267 4234 58	\$67.79
BLACK HILLS ENERGY	Fire-EMS Administration	acct. 1783 9430 41	\$1,610.52
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$1,678.31
BLACK HILLS ENERGY	Fleet Maintenance Fund	acct. 5293 6421 13	\$776.14
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$776.14
BLACK HILLS ENERGY	Ft. Caspar Museum	Natural Gas acct. 9861 5264 33	\$1,091.43
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$1,091.43
BLACK HILLS ENERGY	Golf - Operations	Natural Gas acct. 6566 7661 30	\$574.33
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$574.33
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas acct. 9570 6006 61	\$893.82
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$893.82
BLACK HILLS ENERGY	Marathon Building	Natural Gas acct. 8545 6521 02	\$1,784.84
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$1,784.84
BLACK HILLS ENERGY	Metro Animal Shelter	acct. 9630 2229 58	\$376.17
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			\$376.17
BLACK HILLS ENERGY	Miller St. Dormitory	Natural Gas acct. 8545 6521 02	\$267.06
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$267.06
BLACK HILLS ENERGY	Parks - Parks Maint.	acct. 2076 2356 87	\$137.73
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$137.73
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas acct. 4400 2150 46	\$1,498.58
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$1,498.58
BLACK HILLS ENERGY	Sewer Wastewater Collection	Natural Gas acct. 5405 5357 61	\$64.94
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$64.94
BLACK HILLS ENERGY	Water Distribution	acct. 0295 5402 18	\$1,452.02
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$1,452.02
BLACK HILLS ENERGY	WWTP Operations	acct. 5541 2887 44	\$12,578.52
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$12,578.52
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$30,161.69

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane for eqpt building	\$1,759.42
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,759.42</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$1,759.42

BLOEDORN LUMBER

BLOEDORN LUMBER	Fleet Maintenance Fund	Peg hooks	\$10.56
<i>BLOEDORN LUMBER - Total For Fleet Maintenance Fund</i>			<i>\$10.56</i>
BLOEDORN LUMBER - ALL DEPARTMENTS			\$10.56

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	WWTP Operations	Heat tape, insulation	\$241.35
<i>BLOEDORN LUMBER CO - Total For WWTP Operations</i>			<i>\$241.35</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$241.35

BRIDGER STEEL INC

BRIDGER STEEL INC	Buildings & Structures Fund	Metal for Golf Course Pro Shop Remodel	\$56.42
<i>BRIDGER STEEL INC - Total For Buildings & Structures Fund</i>			<i>\$56.42</i>
BRIDGER STEEL INC - ALL DEPARTMENTS			\$56.42

BUDGET RENT A CAR

BUDGET RENT A CAR	Police Career Services	balance owed on rental from pre paid amount p	\$10.99
<i>BUDGET RENT A CAR - Total For Police Career Services</i>			<i>\$10.99</i>
BUDGET RENT A CAR - ALL DEPARTMENTS			\$10.99

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	COPIER MO CONTRACT INV	\$52.00
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	COPIER MO CONTRACT INV	\$52.00
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$104.00</i>
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$104.00

CASELLE, INC.

CASELLE, INC.	Customer Service	Contract Support	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$75.00</i>
CASELLE, INC. - ALL DEPARTMENTS			\$75.00

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - CARES Act	Dec. 2020 cares act CATC expenses	137,305.20
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$137,305.20</i>
CASPER AREA TRANSPOR	CATC - Operations	Dec. 2020 Operating assistance	\$1,066.37
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$1,066.37</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$138,371.57

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	230088 REPL CLOCK SPRING AND MANUAL REG	\$609.14
<i>CASPER FORD LINCOLN - Total For Fleet Maintenance Fund</i>			<i>\$609.14</i>
CASPER FORD LINCOLN - ALL DEPARTMENTS			\$609.14

CASPER HOUSING AUTHO

CASPER HOUSING AUTHO	Capital Projects Fund	1% #16 Funding Casper Housing	\$4,554.30
<i>CASPER HOUSING AUTHO - Total For Capital Projects Fund</i>			<i>\$4,554.30</i>
CASPER HOUSING AUTHO - ALL DEPARTMENTS			\$4,554.30

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$49.86
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$49.86

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Ad for Bid	\$546.64
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$546.64</i>
CASPER STAR-TRIBUNE,	CATC - CARES Act	RFP MDT Legal ad	\$129.86

CASPER STAR-TRIBUNE,	CATC - CARES Act	AVL RFP Legal Ad	\$131.44
<i>CASPER STAR-TRIBUNE, - Total For CATC - CARES Act</i>			<i>\$261.30</i>
CASPER STAR-TRIBUNE,	City Clerk	Council minutes	\$1,133.80
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,133.80</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,941.74

CASPER TIRE

CASPER TIRE	Refuse - Commercial	2222280 flat repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$35.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$35.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Aquatics - Operations	Replacement Shower Heads for the Casper Fami	\$34.28
<i>CASPER WINNELSON CO - Total For Aquatics - Operations</i>			<i>\$34.28</i>
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Special Waste Build	\$191.37
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Special Waste Build	\$2.22
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$193.59</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$227.87

CENTRAL WYOMING HOSP

CENTRAL WYOMING HOSP	Capital Projects Fund	1% #16 Funding Central Wyoming	\$7,666.65
<i>CENTRAL WYOMING HOSP - Total For Capital Projects Fund</i>			<i>\$7,666.65</i>
CENTRAL WYOMING HOSP - ALL DEPARTMENTS			\$7,666.65

CHRISTI S ASBE

CHRISTI S ASBE	Police Administration	Policy and Accreditation	\$1,400.00
CHRISTI S ASBE	Police Administration	Policy and accreditation	\$1,400.00
CHRISTI S ASBE	Police Administration	Accreditation	\$1,400.00
<i>CHRISTI S ASBE - Total For Police Administration</i>			<i>\$4,200.00</i>
CHRISTI S ASBE - ALL DEPARTMENTS			\$4,200.00

CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Balefill	\$18.55
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$36.55</i>
CITY OF CASPER	Metropolitan Planning Org	February 2021 GIS Services	\$6,641.05
CITY OF CASPER	Metropolitan Planning Org	Quarterly GIS billing Oct - Dec	\$1,215.98
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$7,857.03</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$379.48
CITY OF CASPER	Refuse - Residential	Balefill	\$4,733.43
CITY OF CASPER	Refuse - Residential	Balefill cust. 2772	\$5,668.33
CITY OF CASPER	Refuse - Residential	Balefill cust. 2772	\$5,778.57
CITY OF CASPER	Refuse - Residential	Balefill cust. 2772	\$359.34
CITY OF CASPER	Refuse - Residential	Balefill	\$5,220.99
CITY OF CASPER	Refuse - Residential	Balefill	\$4,775.81
CITY OF CASPER	Refuse - Residential	Balefill	\$5,281.94
CITY OF CASPER	Refuse - Residential	Balefill	\$5,109.71
CITY OF CASPER	Refuse - Residential	Balefill	\$4,472.65
CITY OF CASPER	Refuse - Residential	Balefill	\$4,942.21
CITY OF CASPER	Refuse - Residential	Balefill	\$4,992.56
CITY OF CASPER	Refuse - Residential	Balefill	\$4,860.61
CITY OF CASPER	Refuse - Residential	Balefill	\$5,341.85
CITY OF CASPER	Refuse - Residential	Balefill	\$375.24
CITY OF CASPER	Refuse - Residential	Services	\$5,706.49
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$67,999.21</i>
CITY OF CASPER	Regional Water Operations	Utilities account 519101	\$124.50
CITY OF CASPER	Regional Water Operations	Utilities account 519101	\$24.56
CITY OF CASPER	Regional Water Operations	Actiflo sludge taken to the landfill	\$2,991.78
CITY OF CASPER	Regional Water Operations	Actiflo sludge taken to the landfill	\$5,956.44
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$9,097.28</i>
CITY OF CASPER	WWTP Operations	Utilities cust. 1276	\$117.13
CITY OF CASPER	WWTP Operations	Balefill	\$141.51
CITY OF CASPER	WWTP Operations	Balefill	\$98.05
CITY OF CASPER	WWTP Operations	Balefill	\$159.00
CITY OF CASPER	WWTP Operations	Balefill	\$110.24
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$625.93</i>
CITY OF CASPER - ALL DEPARTMENTS			\$85,616.00

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 & Walsh 18-044	\$10,660.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$10,660.00</i>
CIVIL ENGINEERING PR	Engineering	City Surveyor services	\$937.50
<i>CIVIL ENGINEERING PR - Total For Engineering</i>			<i>\$937.50</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$11,597.50

CLH ASSOCIATES LLC

CLH ASSOCIATES LLC	Metropolitan Planning Org	BAR NUNN SALT CREEK HIGHWAY CO	\$13,608.80
<i>CLH ASSOCIATES LLC - Total For Metropolitan Planning Org</i>			<i>\$13,608.80</i>
CLH ASSOCIATES LLC - ALL DEPARTMENTS			\$13,608.80

CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	660270 repairs	\$611.33
<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$611.33</i>
CMI TECO, INC.	Refuse - Commercial	222273 repairs	\$952.83
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$952.83</i>
CMI TECO, INC.	Refuse - Residential	222262 repairs	\$1,301.01
CMI TECO, INC.	Refuse - Residential	222299 repairs	\$3,782.26
CMI TECO, INC.	Refuse - Residential	222285 repair	\$897.84
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$5,981.11</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$7,545.27

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$57.75
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$57.75</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$57.75

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	water	\$22.75
COCA COLA BOTTLING C	Metro Animal Shelter	equip rent and water	\$23.25
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			<i>\$46.00</i>

COCA COLA BOTTLING C - ALL DEPARTMENTS \$46.00

COLLECTION CENTER IN

COLLECTION CENTER IN Refuse - Residential Collection services \$112.11

COLLECTION CENTER IN - Total For Refuse - Residential \$112.11

COLLECTION CENTER IN Sewer Administration Collection services \$85.21

COLLECTION CENTER IN - Total For Sewer Administration \$85.21

COLLECTION CENTER IN Water Administration Collection services \$251.13

COLLECTION CENTER IN - Total For Water Administration \$251.13

COLLECTION CENTER IN - ALL DEPARTMENTS \$448.45

COMMUNICATION TECHNO

COMMUNICATION TECHNO Capital Projects Fund Metro Truck Outfit \$7,834.40

COMMUNICATION TECHNO - Total For Capital Projects Fund \$7,834.40

COMMUNICATION TECHNO Metro Animal Control unit 191936 replaced dock \$51.50

COMMUNICATION TECHNO - Total For Metro Animal Control \$51.50

COMMUNICATION TECHNO Police Administration Unit 249 storage box \$1,635.00

COMMUNICATION TECHNO Police Administration Unit 285 Siren repair \$51.50

COMMUNICATION TECHNO Police Administration Unit 305 radar \$103.00

COMMUNICATION TECHNO - Total For Police Administration \$1,789.50

COMMUNICATION TECHNO Sewer Wastewater Collection 1st and poplar antenna raising \$251.00

COMMUNICATION TECHNO - Total For Sewer Wastewater Collection \$251.00

COMMUNICATION TECHNO - ALL DEPARTMENTS \$9,926.40

COMTRONIX, INC.

COMTRONIX, INC. Metro Animal Shelter security alarm at metro animal \$55.89

COMTRONIX, INC. Metro Animal Shelter Jan-Mar 21 alarm monitoring \$183.00

COMTRONIX, INC. - Total For Metro Animal Shelter \$238.89

COMTRONIX, INC. - ALL DEPARTMENTS \$238.89

CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI Balefill - Disposal & Landfill Shipping on 0970-1006706 \$27.00

CONSOLIDATED ELECTRI - Total For Balefill - Disposal & Landfill \$27.00

CONSOLIDATED ELECTRI - ALL DEPARTMENTS \$27.00

CONVERGEONE

CONVERGEONE Police Administration Cisco Phone for Investigations Extension 286 \$158.65

CONVERGEONE - Total For Police Administration \$158.65

CONVERGEONE - ALL DEPARTMENTS \$158.65

Core & Main

Core & Main Water Meters Water meters & Registers \$79.40

Core & Main Water Meters Water meters & Registers \$1,105.75

Core & Main - Total For Water Meters \$1,185.15

Core & Main - ALL DEPARTMENTS \$1,185.15

CPS DISTRIBUTORS

CPS DISTRIBUTORS Water Distribution 3/4 X 1" ADAPTER \$3.33

CPS DISTRIBUTORS - Total For Water Distribution \$3.33

CPS DISTRIBUTORS - ALL DEPARTMENTS \$3.33

CPU IIT

CPU IIT Information Services UPS for Adam Raver \$88.40

CPU IIT Information Services ELECTRONIC SALES \$14.99

CPU IIT - Total For Information Services \$103.39

CPU IIT Metro Animal Shelter replacement UPS \$88.40

CPU IIT - Total For Metro Animal Shelter \$88.40

CPU IIT Municipal Court Headsets \$1,107.00

CPU IIT - Total For Municipal Court \$1,107.00

CPU IIT Police Administration Return Surface items (\$2,299.00)

CPU IIT - Total For Police Administration (\$2,299.00)

CPU IIT Police Federal Grants Order HP Elite Touchscreen Notebook for Leslie \$1,673.00

CPU IIT - Total For Police Federal Grants \$1,673.00

CPU IIT Police Investigations TV components Investigations \$149.95

CPU IIT - Total For Police Investigations \$149.95

CPU IIT - ALL DEPARTMENTS				\$822.74
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CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	March 2021		\$109.87
CRIME SCENE INFORMAT	Police Administration	Feb. 2021		\$109.87

<i>CRIME SCENE INFORMAT - Total For Police Administration</i>				\$219.74
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CRIME SCENE INFORMAT - ALL DEPARTMENTS				\$219.74
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DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Water Distribution	8" DR18 water pipe & 6" C900 PVC water pipe		\$15,356.40
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<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>				\$15,356.40
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DANA KEPNER CO. OF W - ALL DEPARTMENTS				\$15,356.40
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DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Fire Truck repairs		\$1,635.56
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<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>				\$1,635.56
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DECKER AUTO GLASS, I - ALL DEPARTMENTS				\$1,635.56
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DELL MARKETING LP

DELL MARKETING LP	Information Services	Azure Overages from October 2020 to January 2		\$1,987.04
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<i>DELL MARKETING LP - Total For Information Services</i>				\$1,987.04
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DELL MARKETING LP - ALL DEPARTMENTS				\$1,987.04
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DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Nortek lim		\$7.04
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<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>				\$7.04
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DENNIS SUPPLY CO. - ALL DEPARTMENTS				\$7.04
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DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Streets	2 Pallets--112 Bags UPM winter mix cold patch		\$1,685.92
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<i>DENVER INDUSTRIAL SA - Total For Streets</i>				\$1,685.92
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DENVER INDUSTRIAL SA - ALL DEPARTMENTS

\$1,685.92

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Paint	\$53.78
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<i>DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund</i>			\$53.78
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DIAMOND VOGEL PAINTS - ALL DEPARTMENTS

\$53.78

DOOLEY OIL, INC.

DOOLEY OIL, INC.	Balefill - Disposal & Landfill	Bulk fuel	\$6,292.57
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<i>DOOLEY OIL, INC. - Total For Balefill - Disposal & Landfill</i>			\$6,292.57
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DOOLEY OIL, INC. - ALL DEPARTMENTS

\$6,292.57

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypohlorite 2/1/21	\$6,892.36
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			\$6,892.36
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS

\$6,892.36

DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	command bus service	\$95.99
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<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>			\$95.99
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DTV DIRECTV SERVICE - ALL DEPARTMENTS

\$95.99

E&F HOLDING CO.

E&F HOLDING CO.	Police Investigations	impound for inv 20-040158 20-076577	\$195.00
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E&F HOLDING CO.	Police Investigations	impounds x 4 21-022643	\$240.00
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<i>E&F HOLDING CO. - Total For Police Investigations</i>			\$435.00
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E&F HOLDING CO. - ALL DEPARTMENTS

\$435.00

EATON SALES & SVC.,

EATON SALES & SVC.,	Fleet Maintenance Fund	OSHA ANNUAL INSPECTION AND VEEDER ROOT	\$1,738.46
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<i>EATON SALES & SVC., - Total For Fleet Maintenance Fund</i>			\$1,738.46
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EATON SALES & SVC., - ALL DEPARTMENTS

\$1,738.46

ELITE K9 INC

ELITE K9 INC	Police Grants Fund	elite k9 deluxe trauma first aid kits	\$649.54
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<i>ELITE K9 INC - Total For Police Grants Fund</i>			<i>\$649.54</i>
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ELITE K9 INC - ALL DEPARTMENTS

\$649.54

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Boots	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>
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EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment	\$403.95
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<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$403.95</i>
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EMPLOYEE REIMBURSEME	Police Administration	Uniform reimbursement	\$272.98
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<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$272.98</i>
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EMPLOYEE REIMBURSEME	Police Canine Operations	Uniform reimbursement	\$106.38
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<i>EMPLOYEE REIMBURSEME - Total For Police Canine Operations</i>			<i>\$106.38</i>
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EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Reimburse CDL License	\$10.00
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<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$10.00</i>
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EMPLOYEE REIMBURSEME	Water Distribution	Reimbursement	\$50.00
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<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$50.00</i>
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS

\$993.31

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$306.00
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ENERGY LABORATORIES	Regional Water Operations	Lab Test Well Mix	\$57.00
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ENERGY LABORATORIES	Regional Water Operations	Lab Test Well Mix	\$306.00
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ENERGY LABORATORIES	Regional Water Operations	Lab Test Bct	\$22.00
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<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$691.00</i>
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ENERGY LABORATORIES	RWS - Guardian	Lab Test GW Home Test	\$670.00
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<i>ENERGY LABORATORIES - Total For RWS - Guardian</i>			<i>\$670.00</i>
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ENERGY LABORATORIES - ALL DEPARTMENTS

\$1,361.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	DBP testing 1st quarter 2021	\$2,722.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$2,722.00</i>
ENERGY LABRATORIES I	Water Tanks	Testing services	\$374.00
ENERGY LABRATORIES I	Water Tanks	Water testing	\$352.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$726.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$3,448.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Customer Service	TEMPORARY STAFFING FOR CUSTOME	\$1,012.80
<i>EXPRESS SERVICES INC - Total For Customer Service</i>			<i>\$1,012.80</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$1,012.80

FACEBK 8462VY2YJ2

FACEBK 8462VY2YJ2	Police Administration	ADVERTISING SERVICES-recruiting	\$100.00
<i>FACEBK 8462VY2YJ2 - Total For Police Administration</i>			<i>\$100.00</i>
FACEBK 8462VY2YJ2 - ALL DEPARTMENTS			\$100.00

FACEBK FYJTA2PXJ2

FACEBK FYJTA2PXJ2	Police Administration	ADVERTISING SERVICES-recruiting	\$100.00
<i>FACEBK FYJTA2PXJ2 - Total For Police Administration</i>			<i>\$100.00</i>
FACEBK FYJTA2PXJ2 - ALL DEPARTMENTS			\$100.00

FAIRFIELD INN

FAIRFIELD INN	Police Career Services	hotel during pre hire background	\$403.92
<i>FAIRFIELD INN - Total For Police Career Services</i>			<i>\$403.92</i>
FAIRFIELD INN - ALL DEPARTMENTS			\$403.92

FALCON ENVIRONMENTAL

FALCON ENVIRONMENTAL	WWTP Operations	Grit auger wear shoes	\$1,156.65
FALCON ENVIRONMENTAL	WWTP Operations	Wear shoes	\$1,280.55
<i>FALCON ENVIRONMENTAL - Total For WWTP Operations</i>			<i>\$2,437.20</i>

FALCON ENVIRONMENTAL - ALL DEPARTMENTS

\$2,437.20

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Police Administration	PTO Materials	\$287.60
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<i>FEDEX OFFIC942000094 - Total For Police Administration</i>			\$287.60
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FEDEX OFFIC942000094 - ALL DEPARTMENTS

\$287.60

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Water Distribution	PVC couplings	\$33.00
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<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$33.00
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FERGUSON ENTERPRISES - ALL DEPARTMENTS

\$33.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Police Administration	Dec. 2020	\$19.95
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<i>FIRST DATA MERCHANT - Total For Police Administration</i>			\$19.95
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FIRST DATA MERCHANT - ALL DEPARTMENTS

\$19.95

FREEBORN TOOL

FREEBORN TOOL	Buildings & Structures Fund	BAS Shop Tools	\$717.35
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<i>FREEBORN TOOL - Total For Buildings & Structures Fund</i>			\$717.35
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FREEBORN TOOL - ALL DEPARTMENTS

\$717.35

GALLS, INC.

GALLS, INC.	Metro Animal Control	Ladies shirts	\$127.09
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GALLS, INC.	Metro Animal Control	Tactical pant	\$145.68
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<i>GALLS, INC. - Total For Metro Animal Control</i>			\$272.77
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GALLS, INC.	Police Career Services	Stryke pant	\$67.50
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GALLS, INC.	Police Career Services	Boot	\$153.00
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GALLS, INC.	Police Career Services	Boots	\$296.40
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GALLS, INC.	Police Career Services	Boots	\$129.60
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GALLS, INC.	Police Career Services	Badge holders	\$575.79
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GALLS, INC.	Police Career Services	Holster	\$145.00
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GALLS, INC.	Police Career Services	Boots	\$189.00
GALLS, INC.	Police Career Services	radio	\$259.20
GALLS, INC.	Police Career Services	Trousers	\$49.65
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$1,865.14</i>
GALLS, INC. - ALL DEPARTMENTS			\$2,137.91

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Commercial	Repair door	\$90.00
<i>G-C BUILDING SUPPLY - Total For Refuse - Commercial</i>			<i>\$90.00</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$90.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	March 2021 Net loss funds	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$82,909.91

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Capital Projects Fund	Contamination monitoring for 1	\$389.81
<i>GOLDER ASSOCIATES - Total For Capital Projects Fund</i>			<i>\$389.81</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$389.81

GOODYEAR COMMERCIAL

GOODYEAR COMMERCIAL	Fleet Maintenance Fund	222274 ALIGNMENT	\$187.25
<i>GOODYEAR COMMERCIAL - Total For Fleet Maintenance Fund</i>			<i>\$187.25</i>
GOODYEAR COMMERCIAL - ALL DEPARTMENTS			\$187.25

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Motor	\$26.64
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$26.64</i>
GRAINGER, INC.	Fleet Maintenance Fund	CREDIT, RETURNED COMP	(\$230.21)
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			<i>(\$230.21)</i>
GRAINGER, INC.	Water Distribution	Hydrant parts	\$89.77

<i>GRAINGER, INC. - Total For Water Distribution</i>	\$89.77
GRAINGER, INC. - ALL DEPARTMENTS	(\$113.80)

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication command bus service	\$192.86
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>		<i>\$192.86</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS		\$192.86

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Capital Projects Fund	Design of Paradise Valley to Robertson rd	\$3,192.10
<i>HDR ENGINEERING, INC - Total For Capital Projects Fund</i>			<i>\$3,192.10</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$3,192.10

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	supplies	\$77.40
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$77.40</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$77.40

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Balefill - Disposal & Landfill	BALER BUILDING CAMERA PROJECT	\$25,418.00
<i>HITEK COMMUNICATIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$25,418.00</i>
HITEK COMMUNICATIONS	Regional Water Operations	Security camera trouble shoot	\$135.00
<i>HITEK COMMUNICATIONS - Total For Regional Water Operations</i>			<i>\$135.00</i>
HITEK COMMUNICATIONS - ALL DEPARTMENTS			\$25,553.00

HOMAX OIL SALES

HOMAX OIL SALES	Aquatics - Operations	Glycol for Aquatic Center Boilers	\$462.00
<i>HOMAX OIL SALES - Total For Aquatics - Operations</i>			<i>\$462.00</i>
HOMAX OIL SALES - ALL DEPARTMENTS			\$462.00

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Bulk fuel	\$14,975.98
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Barrels for landfill	\$441.00
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$15,416.98</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel 02	\$17,160.91
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$14,698.78
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$31,859.69</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$47,276.67

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Repairs	\$1,707.16
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,707.16</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$1,707.16

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Sewer Wastewater Collection fitting for 660316		\$4.83
<i>HOSE & RUBBER SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$4.83</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$4.83

I/O SOLUTIONS,

I/O SOLUTIONS,	Public Safety Communication dispatcher selection		\$120.00
<i>I/O SOLUTIONS, - Total For Public Safety Communications</i>			<i>\$120.00</i>
I/O SOLUTIONS, - ALL DEPARTMENTS			\$120.00

ICMA ONLINE

ICMA ONLINE	Information Services	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$249.00
<i>ICMA ONLINE - Total For Information Services</i>			<i>\$249.00</i>
ICMA ONLINE - ALL DEPARTMENTS			\$249.00

INTUIT, INC.

INTUIT, INC.	Golf - Operations	14 signs made for golf course, lighting safety an	\$631.26
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$631.26</i>
INTUIT, INC.	Police Administration	credit for dup payment	(\$1,025.00)

<i>INTUIT, INC. - Total For Police Administration</i>			<i>(\$1,025.00)</i>
INTUIT, INC.	Sewer Stormwater	Dawson--stormwater nozzle for ziplines	\$729.10
<i>INTUIT, INC. - Total For Sewer Stormwater</i>			<i>\$729.10</i>
INTUIT, INC.	Sewer Wastewater Collection	CCTV camera repair	\$350.94
<i>INTUIT, INC. - Total For Sewer Wastewater Collection</i>			<i>\$350.94</i>
INTUIT, INC. - ALL DEPARTMENTS			\$686.30

ITRON

ITRON	Water Meters	Mar 21-may 21	\$2,575.03
<i>ITRON - Total For Water Meters</i>			<i>\$2,575.03</i>
ITRON - ALL DEPARTMENTS			\$2,575.03

J J KELLER & ASSOCIA

J J KELLER & ASSOCIA	Health Insurance Fund	FMLA Manual updates	\$600.00
<i>J J KELLER & ASSOCIA - Total For Health Insurance Fund</i>			<i>\$600.00</i>
J J KELLER & ASSOCIA - ALL DEPARTMENTS			\$600.00

JACKSON CREEK MANUFA

JACKSON CREEK MANUFA	Capital Projects Fund	Animal box unit 191943	\$13,000.00
JACKSON CREEK MANUFA	Capital Projects Fund	Animal box unit 191943	\$2,540.00
<i>JACKSON CREEK MANUFA - Total For Capital Projects Fund</i>			<i>\$15,540.00</i>
JACKSON CREEK MANUFA - ALL DEPARTMENTS			\$15,540.00

JUSTRITE

JUSTRITE	Balefill - Diversion & Special	REFUND FOR SALES TAX	(\$11.02)
<i>JUSTRITE - Total For Balefill - Diversion & Special</i>			<i>(\$11.02)</i>
JUSTRITE - ALL DEPARTMENTS			(\$11.02)

KELLY`S ALIGNMENT

KELLY`S ALIGNMENT	Fleet Maintenance Fund	101222 ALIGNMENT	\$65.00
<i>KELLY`S ALIGNMENT - Total For Fleet Maintenance Fund</i>			<i>\$65.00</i>

KELLY'S ALIGNMENT - ALL DEPARTMENTS \$65.00

KNUCKLE DRAGGER TACT

KNUCKLE DRAGGER TACT Police Career Services Training \$3,712.50

KNUCKLE DRAGGER TACT - Total For Police Career Services \$3,712.50

KNUCKLE DRAGGER TACT - ALL DEPARTMENTS \$3,712.50

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN Balefill - Disposal & Landfill Cleaning \$440.00

LISA'S SPIC N SPAN Balefill - Disposal & Landfill Cleaning \$440.00

LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill \$880.00

LISA'S SPIC N SPAN - ALL DEPARTMENTS \$880.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO Balefill - Disposal & Landfill Baler and Special Waste Bldgs \$12,865.00

LONG BUILDING TECHNO Balefill - Disposal & Landfill Baler and Special Waste Bldgs \$12,288.00

LONG BUILDING TECHNO - Total For Balefill - Disposal & Landfill \$25,153.00

LONG BUILDING TECHNO Regional Water Operations Repair on titan ahu \$494.95

LONG BUILDING TECHNO - Total For Regional Water Operations \$494.95

LONG BUILDING TECHNO - ALL DEPARTMENTS \$25,647.95

LOWER & CO PC

LOWER & CO PC Regional Water Operations Engineering Services \$600.00

LOWER & CO PC - Total For Regional Water Operations \$600.00

LOWER & CO PC - ALL DEPARTMENTS \$600.00

LUM STUDIO

LUM STUDIO Planning Services \$1,530.00

LUM STUDIO - Total For Planning \$1,530.00

LUM STUDIO - ALL DEPARTMENTS \$1,530.00

MENARDS CASPER WY

MENARDS CASPER WY	Fleet Maintenance Fund	USB CORDS FOR PRINTER	\$12.58
<i>MENARDS CASPER WY - Total For Fleet Maintenance Fund</i>			<i>\$12.58</i>
MENARDS CASPER WY	Refuse - Residential	REFUSE RES GENERAL SUPPLIES	\$124.69
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			<i>\$124.69</i>
MENARDS CASPER WY	Water Distribution	CLEAR TOTE BOXES	\$10.00
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$10.00</i>
MENARDS CASPER WY	Water Tanks	Heater element	\$25.96
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$25.96</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$173.23

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$100.13
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$100.13</i>
MIDLAND SCIENTIFIC I - ALL DEPARTMENTS			\$100.13

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Refuse - Recycling	REFUSE RECYCLE OP SUPPLIES	\$146.69
<i>NAPA AUTO PARTS CORP - Total For Refuse - Recycling</i>			<i>\$146.69</i>
NAPA AUTO PARTS CORP	WWTP Operations	Oil	\$32.94
NAPA AUTO PARTS CORP	WWTP Operations	Oil	\$61.74
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			<i>\$94.68</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$241.37

NATIONAL GYM SUPPLY

NATIONAL GYM SUPPLY	Rec Center - Operations	Equipment repair	\$286.01
<i>NATIONAL GYM SUPPLY - Total For Rec Center - Operations</i>			<i>\$286.01</i>
NATIONAL GYM SUPPLY - ALL DEPARTMENTS			\$286.01

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	January 2021	111,582.24
NATRONA COUNTY OFFIC	Police Administration	January 2021	\$7,500.00

<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$119,082.24</i>
NATRONA COUNTY OFFIC	Social Community Services	Feb 2021 Tax Revenues	\$42,750.00
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$42,750.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$161,832.24

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	Mills Main Street Corridor Stu	\$8,586.48
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$8,586.48</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$8,586.48

NOLAND FEED

NOLAND FEED	Metro Animal Shelter	dog and cat food	\$800.30
NOLAND FEED	Metro Animal Shelter	animal food	\$515.30
<i>NOLAND FEED - Total For Metro Animal Shelter</i>			<i>\$1,315.60</i>
NOLAND FEED - ALL DEPARTMENTS			\$1,315.60

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	City hall supplies	\$218.91
NORCO, INC.	Buildings & Structures Fund	City hall supplies	\$162.89
NORCO, INC.	Buildings & Structures Fund	City hall supplies	\$346.39
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$728.19</i>
NORCO, INC.	Cemetery	NORCO CEMETERY/SPECIAL AREAS CLEANING T	\$36.43
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$36.43</i>
NORCO, INC.	Fleet Maintenance Fund	CYL RENTAL INV JUNE 2020	\$122.70
NORCO, INC.	Fleet Maintenance Fund	Services	\$133.92
NORCO, INC.	Fleet Maintenance Fund	ARGON GAS REFILL	\$76.69
NORCO, INC.	Fleet Maintenance Fund	CYL RENTAL	\$126.79
NORCO, INC.	Fleet Maintenance Fund	CYL RENTAL DEC 2020	\$133.92
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$594.02</i>
NORCO, INC.	Metro Animal Shelter	disinfectant	\$50.49
NORCO, INC.	Metro Animal Shelter	floor squeegee	\$24.00
NORCO, INC.	Metro Animal Shelter	cleaning supplies	\$262.91
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$337.40</i>

NORCO, INC.	Refuse - Recycling	cleaning supplies	\$163.65
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$163.65</i>
NORCO, INC. - ALL DEPARTMENTS			\$1,859.69

NSPE 888-285-6773

NSPE 888-285-6773	Engineering	NSPE GROUP MEMBERSHIP RENEWAL	\$1,196.00
<i>NSPE 888-285-6773 - Total For Engineering</i>			<i>\$1,196.00</i>
NSPE 888-285-6773 - ALL DEPARTMENTS			\$1,196.00

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Repairs	\$1,542.56
<i>OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund</i>			<i>\$1,542.56</i>
OLSON AUTOBODY & COL - ALL DEPARTMENTS			\$1,542.56

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Buildings & Structures Fund	Supplies for Ice Arena Maintenance	\$5.49
<i>O'REILLY AUTO PARTS - Total For Buildings & Structures Fund</i>			<i>\$5.49</i>
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$5.49

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Fleet Maintenance Fund	South wash bay door	\$1,884.38
<i>OVERHEAD DOOR CO - Total For Fleet Maintenance Fund</i>			<i>\$1,884.38</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$1,884.38

PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	Partwasher	\$525.00
PARTSMASTER	Fleet Maintenance Fund	Partwasher	\$375.00
<i>PARTSMASTER - Total For Fleet Maintenance Fund</i>			<i>\$900.00</i>
PARTSMASTER - ALL DEPARTMENTS			\$900.00

PAYPAL MKBURGE

PAYPAL MKBURGE	Police Investigations	Michael Burgess 21-007540	\$155.00
<i>PAYPAL MKBURGE - Total For Police Investigations</i>			<i>\$155.00</i>
PAYPAL MKBURGE - ALL DEPARTMENTS			\$155.00

PAYPAL PUBLICAGENC

PAYPAL PUBLICAGENC	Police Investigations	Public Agency training Council Elhart PATC Host	\$150.00
<i>PAYPAL PUBLICAGENC - Total For Police Investigations</i>			<i>\$150.00</i>
PAYPAL PUBLICAGENC - ALL DEPARTMENTS			\$150.00

PEAK RESCUE

PEAK RESCUE	Fire-EMS Operations	Rescue Gear	\$18,381.44
<i>PEAK RESCUE - Total For Fire-EMS Operations</i>			<i>\$18,381.44</i>
PEAK RESCUE - ALL DEPARTMENTS			\$18,381.44

PEDEN'S INC

PEDEN'S INC	Balefill - Baler Processing	Winter beanies	\$90.00
<i>PEDEN'S INC - Total For Balefill - Baler Processing</i>			<i>\$90.00</i>
PEDEN'S INC	Balefill - Diversion & Special	Winter beanies	\$90.00
<i>PEDEN'S INC - Total For Balefill - Diversion & Special</i>			<i>\$90.00</i>
PEDEN'S INC - ALL DEPARTMENTS			\$180.00

PETCO 1456

PETCO 1456	Metro Animal Shelter	snake supplies	\$29.42
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$29.42</i>
PETCO 1456 - ALL DEPARTMENTS			\$29.42

PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	Citywide Audit for Year Ended	\$25,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$25,000.00</i>
PORTER, MUIRHEAD, CO - ALL DEPARTMENTS			\$25,000.00

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Postage	\$3,090.17
POSTAL PROS, INC.	Customer Service	2/15 - 2/21 Services	\$2,948.48
POSTAL PROS, INC.	Customer Service	02/08-2/14 Services	\$2,867.66
POSTAL PROS, INC.	Customer Service	2/01-2/07 Services	\$237.36
POSTAL PROS, INC.	Customer Service	Postage	\$3,189.28
POSTAL PROS, INC.	Customer Service	Services	\$1,184.73
POSTAL PROS, INC.	Customer Service	e-statement	\$1,028.87
POSTAL PROS, INC.	Customer Service	e-statements	\$1,027.89
POSTAL PROS, INC.	Customer Service	Credit Memo	(\$5,144.11)
POSTAL PROS, INC.	Customer Service	1/18 - 1/24 Services	\$2,206.00
<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$12,636.33
POSTAL PROS, INC.	Water Revenue and Transfers Services		\$1,194.00
POSTAL PROS, INC.	Water Revenue and Transfers e-statements		\$813.25
POSTAL PROS, INC.	Water Revenue and Transfers e-statement		\$502.50
<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			\$2,509.75
POSTAL PROS, INC. - ALL DEPARTMENTS			\$15,146.08

POWERDMS ENTRUST

POWERDMS ENTRUST	Police Administration	2021 virtual conference Bev	\$37.91
<i>POWERDMS ENTRUST - Total For Police Administration</i>			\$37.91
POWERDMS ENTRUST - ALL DEPARTMENTS			\$37.91

PRESTIGE FLAG MFG CO

PRESTIGE FLAG MFG CO	Golf - Operations	10 orange, 10 green, 10 yellow flags for greens	\$313.40
<i>PRESTIGE FLAG MFG CO - Total For Golf - Operations</i>			\$313.40
PRESTIGE FLAG MFG CO - ALL DEPARTMENTS			\$313.40

RESPOND FIRST AID OF

RESPOND FIRST AID OF	Buildings & Structures Fund	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$56.47
<i>RESPOND FIRST AID OF - Total For Buildings & Structures Fund</i>			\$56.47
RESPOND FIRST AID OF	Metro Animal Shelter	first aid supplies	\$80.83
<i>RESPOND FIRST AID OF - Total For Metro Animal Shelter</i>			\$80.83

RESPOND FIRST AID OF - ALL DEPARTMENTS

\$137.30

REXEL 3212

REXEL 3212	Sewer Wastewater Collection refund for Munis transaction 17018, item cost d	(\$1,135.85)
REXEL 3212	Sewer Wastewater Collection cost/bill didn't match. refunded in subsequent t	\$1,135.85
REXEL 3212	Sewer Wastewater Collection PLC replacement for N. Platte lift station	\$1,133.85

REXEL 3212 - Total For Sewer Wastewater Collection \$1,133.85

REXEL 3212 - ALL DEPARTMENTS

\$1,133.85

REXEL USA INC

REXEL USA INC	Balefill - Baler Processing	baler supplies	\$45.99
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REXEL USA INC - Total For Balefill - Baler Processing \$45.99

REXEL USA INC - ALL DEPARTMENTS

\$45.99

RICOH USA INC

RICOH USA INC	Metro Animal Shelter	Copier charge	\$7.47
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RICOH USA INC - Total For Metro Animal Shelter \$7.47

RICOH USA INC	Police Administration	Copy charge	\$320.54
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RICOH USA INC - Total For Police Administration \$320.54

RICOH USA INC - ALL DEPARTMENTS

\$328.01

Rocky Mountain

Rocky Mountain	Water Distribution	industrial hp and co2	\$21.47
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Rocky Mountain - Total For Water Distribution \$21.47

Rocky Mountain - ALL DEPARTMENTS

\$21.47

ROCKY MOUNTAIN DISCO

ROCKY MOUNTAIN DISCO	Refuse - Residential	SPORTING GOODS STORES	\$144.95
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ROCKY MOUNTAIN DISCO - Total For Refuse - Residential \$144.95

ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS

\$144.95

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Fire-EMS Administration	acct. 5473061-141 8	\$909.23
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity acct. 54730761-104 6	\$288.94
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$1,198.17</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity acct. 54730761-096 4	\$564.75
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$564.75</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	acct. 54730761-098 0	\$500.92
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$500.92</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity acct. 54730761-126 9	\$3,290.15
ROCKY MOUNTAIN POWER	Hogadon - Operations	acct. 54730761-100 4	\$18,502.45
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$21,792.60</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity acct. 54730761-147 5	\$3,346.72
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity acct. 54730761-101 2	\$3,539.83
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,886.55</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	acct. 54730761-103 8	\$5,152.84
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$5,152.84</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity acct. 54730761-070 9	\$81.52
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$81.52</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity 60931133-001- 60931133-026	\$39,397.90
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$39,397.90</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity 60931133-001- 60931133-026	\$7,838.93
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$7,838.93</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Electricity acct. 54730761-130 1	\$44.90
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Electricity acct. 54730761-105 3	\$269.34
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$314.24</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity acct. 60445507-010 1	\$2.37
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$2.37</i>
ROCKY MOUNTAIN POWER	Water Tanks	acct.54730761-148 3	\$64.21
ROCKY MOUNTAIN POWER	Water Tanks	Electricity acct. 54730761-002 2	\$305.34
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$369.55</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Electricity acct. 54730761-108 7	\$58,579.74
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$58,579.74</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$142,680.08

Router

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$99.44
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$99.44</i>
Router - ALL DEPARTMENTS			\$99.44

SALTUS TECHNOLOGIES,

SALTUS TECHNOLOGIES,	Police Administration	Vehicle charger	\$143.65
<i>SALTUS TECHNOLOGIES, - Total For Police Administration</i>			<i>\$143.65</i>
SALTUS TECHNOLOGIES, - ALL DEPARTMENTS			\$143.65

SAMS CLUB #6425

SAMS CLUB #6425	Water Distribution	Cleaner, paper products, coffee, markers	\$182.89
<i>SAMS CLUB #6425 - Total For Water Distribution</i>			<i>\$182.89</i>
SAMS CLUB #6425	Water Meters	Cleaner, paper products, coffee, markers	\$33.98
<i>SAMS CLUB #6425 - Total For Water Meters</i>			<i>\$33.98</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$216.87

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	CLINT SPARGUR RETIREMENT PARTY	\$44.94
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$44.94</i>
SAMSCLUB #6425	Buildings & Structures Fund	City Center Custodial Supplies	\$29.96
SAMSCLUB #6425	Buildings & Structures Fund	City Hall Custodial Supplies	\$92.90
<i>SAMSCLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$122.86</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$167.80

SAMSCLUB.COM

SAMSCLUB.COM	Balefill - Disposal & Landfill	FACILITY SUPPLIES VINEGAR, HAND SANI, PAPE	\$51.58
<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$51.58</i>
SAMSCLUB.COM	Refuse - Residential	REFUSE OP SUPPLIES	\$76.40
<i>SAMSCLUB.COM - Total For Refuse - Residential</i>			<i>\$76.40</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$127.98

SHELL OIL 5744530830

SHELL OIL 5744530830	Police Career Services	fuel for rent car pre hire background	\$24.48
SHELL OIL 5744530830	Police Career Services	fuel for rent car pre hire background	\$39.80
<i>SHELL OIL 5744530830 - Total For Police Career Services</i>			\$64.28
SHELL OIL 5744530830 - ALL DEPARTMENTS			\$64.28

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies	\$117.95
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			\$117.95
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$117.95

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Jan - Feb Billing	(\$194.66)
SKYLINE RANCHES	Sewer Fund	Jan - Feb Billing	\$1,946.66
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			\$1,752.00
SKYLINE RANCHES	WWTP Revenue and Transfer	Jan - Feb Billing	(\$1,111.84)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			(\$1,111.84)
SKYLINE RANCHES - ALL DEPARTMENTS			\$640.16

SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Refuse - Residential	SWANA ASSOCIATION DUES	\$268.00
<i>SOLID WASTE ASSOCIA - Total For Refuse - Residential</i>			\$268.00
SOLID WASTE ASSOCIA - ALL DEPARTMENTS			\$268.00

SOURCE OFFICE

SOURCE OFFICE	Public Safety Communication	copy paper	\$114.80
<i>SOURCE OFFICE - Total For Public Safety Communications</i>			\$114.80
SOURCE OFFICE - ALL DEPARTMENTS			\$114.80

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable Service for clubhouse	\$266.66
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<i>SPECTRUM REACH - Total For Golf - Operations</i>			\$266.66
SPECTRUM REACH	Public Safety Communication	cable for dispatch	\$142.14
<i>SPECTRUM REACH - Total For Public Safety Communications</i>			\$142.14
SPECTRUM REACH - ALL DEPARTMENTS			\$408.80

SPRINGHILL MADERA

SPRINGHILL MADERA	Police Career Services	hotel room during pre hire background	\$196.60
<i>SPRINGHILL MADERA - Total For Police Career Services</i>			\$196.60
SPRINGHILL MADERA - ALL DEPARTMENTS			\$196.60

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	1 Retirement Plaque	\$35.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			\$35.00
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$35.00

STAPLES DIRECT

STAPLES DIRECT	Rec Center - Admin	HANGING FOLDERS, SPEAKER WIRE	\$13.10
STAPLES DIRECT	Rec Center - Admin	HANGING FOLDERS, SPEAKER WIRE	\$10.65
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			\$23.75
STAPLES DIRECT - ALL DEPARTMENTS			\$23.75

STATE OF WY.

STATE OF WY.	CWR System Agency	Loan payment	\$96,220.69
<i>STATE OF WY. - Total For CWR System Agency</i>			\$96,220.69
STATE OF WY.	Health Insurance Fund	Retiree Subsidy	\$14,877.46
STATE OF WY.	Health Insurance Fund	Feb. 2021	\$5,550.16
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$20,427.62
STATE OF WY. - ALL DEPARTMENTS			\$116,648.31

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Refuse - Commercial	Door repair	\$112.50
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Commercial</i>			\$112.50

SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS \$112.50

SUTHERLANDS 2219

SUTHERLANDS 2219 Water Distribution TUBE CLR VNL \$20.99

SUTHERLANDS 2219 - Total For Water Distribution \$20.99

SUTHERLANDS 2219 - ALL DEPARTMENTS \$20.99

SWI, LLC

SWI, LLC Balefill - Disposal & Landfill Gate repairs \$1,996.54

SWI, LLC - Total For Balefill - Disposal & Landfill \$1,996.54

SWI, LLC - ALL DEPARTMENTS \$1,996.54

THATCHER CO.

THATCHER CO. WWTP Operations Sodium hypochlorite for RAS \$5,849.29

THATCHER CO. - Total For WWTP Operations \$5,849.29

THATCHER CO. WWTP Regional Interceptors Ferrous chloride delivery on 1/21/2021 \$9,678.27

THATCHER CO. - Total For WWTP Regional Interceptors \$9,678.27

THATCHER CO. - ALL DEPARTMENTS \$15,527.56

THE DOORMAN LLC

THE DOORMAN LLC Metro Animal Shelter door openers x 8 \$225.00

THE DOORMAN LLC - Total For Metro Animal Shelter \$225.00

THE DOORMAN LLC - ALL DEPARTMENTS \$225.00

THE HOME DEPOT

THE HOME DEPOT Buildings & Structures Fund City Hall Custodial Supplies \$164.75

THE HOME DEPOT - Total For Buildings & Structures Fund \$164.75

THE HOME DEPOT Cemetery HOME SUPPLY WAREHOUSE STORES CEMETERY \$119.76

THE HOME DEPOT - Total For Cemetery \$119.76

THE HOME DEPOT Metro Animal Shelter floor squeegee \$46.86

THE HOME DEPOT - Total For Metro Animal Shelter \$46.86

THE HOME DEPOT Water Tanks vault heater \$49.97

THE HOME DEPOT - Total For Water Tanks \$49.97

THE HOME DEPOT - ALL DEPARTMENTS \$381.34

TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP Metro Animal Shelter skunk traps \$262.12

TOMAHAWK LIVE TRAP - Total For Metro Animal Shelter \$262.12

TOMAHAWK LIVE TRAP - ALL DEPARTMENTS \$262.12

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS City Attorney STATIONERY,OFFICE SUPPLIES,PRINTING AND \$108.18

TOP OFFICE PRODUCTS - Total For City Attorney \$108.18

TOP OFFICE PRODUCTS - ALL DEPARTMENTS \$108.18

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Tyler conversion \$316.80

TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill \$316.80

TYLER TECHNOLOGIES I Capital Projects Fund Tyler conversion \$5,464.80

TYLER TECHNOLOGIES I Capital Projects Fund Tyler conversion \$4,160.00

TYLER TECHNOLOGIES I - Total For Capital Projects Fund \$9,624.80

TYLER TECHNOLOGIES I Refuse - Residential Tyler conversion \$475.20

TYLER TECHNOLOGIES I - Total For Refuse - Residential \$475.20

TYLER TECHNOLOGIES I Regional Water Operations Tyler conversion \$79.20

TYLER TECHNOLOGIES I - Total For Regional Water Operations \$79.20

TYLER TECHNOLOGIES I Sewer Wastewater Collection Tyler conversion \$396.00

TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection \$396.00

TYLER TECHNOLOGIES I Water Distribution Tyler conversion \$871.20

TYLER TECHNOLOGIES I - Total For Water Distribution \$871.20

TYLER TECHNOLOGIES I WWTP Operations Tyler conversion \$316.80

TYLER TECHNOLOGIES I - Total For WWTP Operations \$316.80

TYLER TECHNOLOGIES I - ALL DEPARTMENTS \$12,080.00

UNIFORM ADVANTAGE

UNIFORM ADVANTAGE Metro Animal Shelter uniform scrubs for kennel techs \$107.95

<i>UNIFORM ADVANTAGE - Total For Metro Animal Shelter</i>				\$107.95
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UNIFORM ADVANTAGE - ALL DEPARTMENTS				\$107.95
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UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Long Sleeve base		\$189.21
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<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>				\$189.21
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UNIFORMS 2 GEAR - ALL DEPARTMENTS				\$189.21
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UNIVERSITY OF WY.

UNIVERSITY OF WY.	Weed & Pest Fund	Tree Care Workshop		\$518.69
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<i>UNIVERSITY OF WY. - Total For Weed & Pest Fund</i>				\$518.69
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UNIVERSITY OF WY. - ALL DEPARTMENTS				\$518.69
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UPS 000008F045W061

UPS 000008F045W061	Regional Water Operations	Ship Lab Test		\$146.81
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<i>UPS 000008F045W061 - Total For Regional Water Operations</i>				\$146.81
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UPS 000008F045W061 - ALL DEPARTMENTS				\$146.81
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USPS PO 5715580945

USPS PO 5715580945	Human Resources	1 letter sent certified		\$7.00
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<i>USPS PO 5715580945 - Total For Human Resources</i>				\$7.00
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USPS PO 5715580945 - ALL DEPARTMENTS				\$7.00
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UW CASHIER OFFICE

UW CASHIER OFFICE	Metro Animal Shelter	mail animal head for rabies testing from animal		\$38.30
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UW CASHIER OFFICE	Metro Animal Shelter	UPS Inbound charges		\$19.31
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<i>UW CASHIER OFFICE - Total For Metro Animal Shelter</i>				\$57.61
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UW CASHIER OFFICE - ALL DEPARTMENTS				\$57.61
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VERIZON CONNECT NWF

VERIZON CONNECT NWF	Code Enforcement	Services		\$145.71
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<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			\$145.71
VERIZON CONNECT NWF	Fleet Maintenance Fund	Services	\$16.19
<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			\$16.19
VERIZON CONNECT NWF	Parks - Parks Maint.	Services	\$291.42
<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			\$291.42
VERIZON CONNECT NWF	Refuse - Residential	Services	\$534.27
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			\$534.27
VERIZON CONNECT NWF	Sewer Wastewater Collection	Services	\$48.57
<i>VERIZON CONNECT NWF - Total For Sewer Wastewater Collection</i>			\$48.57
VERIZON CONNECT NWF	Streets	Services	\$502.93
<i>VERIZON CONNECT NWF - Total For Streets</i>			\$502.93
VERIZON CONNECT NWF	Water Distribution	Services	\$161.90
<i>VERIZON CONNECT NWF - Total For Water Distribution</i>			\$161.90
VERIZON CONNECT NWF - ALL DEPARTMENTS			\$1,700.99

VERIZON WIRELESS

VERIZON WIRELESS	Buildings & Structures Fund	Credit on acct. 442124121-00001	(\$33.25)
<i>VERIZON WIRELESS - Total For Buildings & Structures Fund</i>			(\$33.25)
VERIZON WIRELESS	Code Enforcement	Jan. 21 phone	\$170.01
<i>VERIZON WIRELESS - Total For Code Enforcement</i>			\$170.01
VERIZON WIRELESS	Police Administration	Jan. 21 acct. 465552982-00003	\$720.43
VERIZON WIRELESS	Police Administration	Credit acct. 242255822-00001	(\$298.30)
<i>VERIZON WIRELESS - Total For Police Administration</i>			\$422.13
VERIZON WIRELESS	Public Safety Communication	Jan. 21 acct. 465552982-00003	\$39.20
VERIZON WIRELESS	Public Safety Communication	Command bus	\$126.49
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			\$165.69
VERIZON WIRELESS	Water Distribution	Jan. 2021	\$276.65
<i>VERIZON WIRELESS - Total For Water Distribution</i>			\$276.65
VERIZON WIRELESS	Water Meters	Phone services	\$266.65
<i>VERIZON WIRELESS - Total For Water Meters</i>			\$266.65
VERIZON WIRELESS - ALL DEPARTMENTS			\$1,267.88

VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	Monthly fee	\$52.50
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<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$52.50</i>
VRC COMPANIES LLC	Police Administration	Monthly fee	\$151.20
<i>VRC COMPANIES LLC - Total For Police Administration</i>			<i>\$151.20</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$203.70

WAL-MART #1617

WAL-MART #1617	Metro Animal Shelter	ice	\$11.28
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			<i>\$11.28</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$11.28

WAL-MART #3778

WAL-MART #3778	Rec Center - Classes	Program supplies, cooking class	\$11.69
<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			<i>\$11.69</i>
WAL-MART #3778	Regional Water Operations	Fans - dry out from flood	\$59.64
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$59.64</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$71.33

WEAR PARTS INC

WEAR PARTS INC	WWTP Operations	Brake yoke	\$19.50
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$19.50</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$19.50

WELLNESS SCREENING L

WELLNESS SCREENING L	Police Investigations	MEDICAL SERVICES & HEALTH PRACTITIONERS-b	\$25.00
<i>WELLNESS SCREENING L - Total For Police Investigations</i>			<i>\$25.00</i>
WELLNESS SCREENING L - ALL DEPARTMENTS			\$25.00

WESTERN RESEARCH & D

WESTERN RESEARCH & D	Metropolitan Planning Org	Evansville Traffic Study	\$15,804.45
<i>WESTERN RESEARCH & D - Total For Metropolitan Planning Org</i>			<i>\$15,804.45</i>
WESTERN RESEARCH & D - ALL DEPARTMENTS			\$15,804.45

WESTERN SIGN & DESIG

WESTERN SIGN & DESIG	Capital Projects Fund	Decals	\$192.68
WESTERN SIGN & DESIG	Capital Projects Fund	Graphics unit 326	\$650.00
WESTERN SIGN & DESIG	Capital Projects Fund	graphics unit 323	\$650.00

WESTERN SIGN & DESIG - Total For Capital Projects Fund \$1,492.68

WESTERN SIGN & DESIG - ALL DEPARTMENTS \$1,492.68

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Jan - Feb 2021	(\$774.00)
WESTLAND PARK-RED BU	Sewer Fund	Jan - Feb 2021	\$7,740.00

WESTLAND PARK-RED BU - Total For Sewer Fund \$6,966.00

WESTLAND PARK-RED BU WWTP Revenue and Transfer Jan - Feb 2021 (\$2,288.52)

WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers (\$2,288.52)

WESTLAND PARK-RED BU - ALL DEPARTMENTS \$4,677.48

WESTON W REEVES

WESTON W REEVES	Property Insurance Fund	Legal	\$340.00
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WESTON W REEVES - Total For Property Insurance Fund \$340.00

WESTON W REEVES - ALL DEPARTMENTS \$340.00

WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Metro Animal Shelter	vet services	\$482.52
WESTSIDE ANIMAL HOSP	Metro Animal Shelter	vet services	\$607.09

WESTSIDE ANIMAL HOSP - Total For Metro Animal Shelter \$1,089.61

WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS \$1,089.61

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$959.71
WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$826.50
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to	\$2,159.60

WLC ENGINEERING - SU - Total For Capital Projects Fund \$3,945.81

WLC ENGINEERING - SU Water Administration PV water tank easements \$1,282.18

<i>WLC ENGINEERING - SU - Total For Water Administration</i>			<i>\$1,282.18</i>
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	\$2,467.84
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$2,467.84</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$7,695.83

WM SUPERCENTER

WM SUPERCENTER	Balefill - Diversion & Special	NO TOUCH THERMOMETERS	\$99.56
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$99.56</i>
WM SUPERCENTER	Metro Animal Shelter	animal supplies	\$25.44
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$25.44</i>
WM SUPERCENTER	Rec Center - Classes	Program Supplies, Cooking Class	\$17.19
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$17.19</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$142.19

WORDPRESS G4JNAY4RYG

WORDPRESS G4JNAY4RYG	Police Administration	Annual subscription	\$300.00
<i>WORDPRESS G4JNAY4RYG - Total For Police Administration</i>			<i>\$300.00</i>
WORDPRESS G4JNAY4RYG - ALL DEPARTMENTS			\$300.00

WORDPRESS YSAB8PP902

WORDPRESS YSAB8PP902	Police Administration	Domain registration	\$18.00
<i>WORDPRESS YSAB8PP902 - Total For Police Administration</i>			<i>\$18.00</i>
WORDPRESS YSAB8PP902 - ALL DEPARTMENTS			\$18.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Center and 1st 17-072	\$34.12
WY. DEPT. OF TRANSP	Capital Projects Fund	I-25 & Casper	\$15.98
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$50.10</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$50.10

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Unit 141498 repairs	\$3,048.22
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<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>	\$3,048.22
WY. MACHINERY CO. - ALL DEPARTMENTS	\$3,048.22

WYOMING FOOD BANK OF

WYOMING FOOD BANK OF Capital Projects Fund	1%#16 Funding WY Food Bank of	\$2,000.00
<i>WYOMING FOOD BANK OF - Total For Capital Projects Fund</i>		<i>\$2,000.00</i>
WYOMING FOOD BANK OF - ALL DEPARTMENTS		\$2,000.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY Balefill - Disposal & Landfill	Recycling	\$4,579.60
<i>WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill</i>		<i>\$4,579.60</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS		\$4,579.60

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL Sewer Wastewater Collection modification parts for 660316		\$23.10
<i>WYOMING STEEL RECYCL - Total For Sewer Wastewater Collection</i>		<i>\$23.10</i>
WYOMING STEEL RECYCL - ALL DEPARTMENTS		\$23.10

XEROX CORPORATION

XEROX CORPORATION Engineering	Copier charge	\$38.96
<i>XEROX CORPORATION - Total For Engineering</i>		<i>\$38.96</i>
XEROX CORPORATION - ALL DEPARTMENTS		\$38.96

XEROX CORPORATION/RB

XEROX CORPORATION/RB Regional Water Operations	Office copier	\$204.26
<i>XEROX CORPORATION/RB - Total For Regional Water Operations</i>		<i>\$204.26</i>
XEROX CORPORATION/RB - ALL DEPARTMENTS		\$204.26

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,227,238.97

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
03/02/21

Additional Accounts Payable

02/23/21

P-card payment

127,449.66


127,449.66


0.00

Total Additional AP

\$ 127,449.66

February 10, 2021

MEMO TO: His Honor the Mayor and Members of the City Council
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 
Wallace Trembath, III, Deputy City Attorney *W.T.*

SUBJECT: Establishing a Public Hearing for an Ordinance Amending Section
13.04.060 of the Casper Municipal Code

Meeting Type & Date

March 2, 2021

Action type

Regular Meeting - Establish, by minute action, the Public Hearing and First Reading of the proposed ordinance for March 16, 2021.

Recommendation

That Council, by minute action, establish the Public Hearing and First Reading for an ordinance amending Section 13.04.060 of the Casper Municipal Code for March 16, 2021.

Summary

Staff would like to establish a Public Hearing and First Reading for the proposed ordinance to amend Section 13.04.060 of the Casper Municipal Code – Application Requirements and Procedures, concerning permits to construct, install or modify water distribution or sanitary sewer collection facilities. Section 13.04.060 B., references several Wyoming Statutes that have been repealed. Adoption of the proposed ordinance to amend the Municipal Code would correct the references within the Code to reflect references of the appropriate Wyoming Statutes.

Financial Considerations

None

Oversight/Project Responsibility

City Attorney's Office

Attachments

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION
13.04.060 OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xli), to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and its citizenry; and,

WHEREAS, Ordinance No. 26-95, was adopted on September 5, 1995, creating Chapter 13.04 of the Casper Municipal Code concerning permits to construct, install, or modify water distribution or sanitary sewer collection facilities; and,

WHEREAS, the Casper Municipal Code needs modified and updated from time to time; and,

WHEREAS, the governing body of the City of Casper desires to amend Section 13.04.060 of the Casper Municipal Code for the purpose of updating references to Wyoming Statutes within the Code that have since been repealed.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Section 13.04.060 – Application requirements and procedures is amended as follows:

13.04.060 - Application requirements and procedures.

The following procedures will be followed in an application for the permit:

- A. Any person who proposes to construct, install or modify a facility required to be permitted under Section 13.04.050 shall submit a written application on forms provided by the city of Casper.
- B. The initial application for a permit must be accompanied by two complete sets of plans and specifications, design data and any additional information required by the city. After the plans and specifications have been reviewed by the city, the applicant's engineer shall make such revisions as are required and submit five revised sets for final review. All plans and specifications submitted shall carry the seal or signature of the design engineer in accordance with Wyoming Statutes Sections ~~33-29-101 through 33-29-113~~ 33-29-601 et seq. All plans and specifications shall conform to city of Casper Water Distribution Facilities Design Standards, city of Casper Sanitary Sewage Collection Facilities Design Standards, and the Wyoming Department of Environmental Quality, Water Quality Rules and Regulations, Chapter XI and Chapter XII.

- C. The city shall review every application and take final action within thirty days from the date the application is received.
- D. If an application is incomplete, additional information shall be requested in detail, or if requested, the application may be returned to the applicant. The applicant shall have ninety days to comply with the request for additional information. After this time period, if no information is submitted, the entire application shall be returned.
- E. The city manager or his appointed designee shall promptly notify the applicant in writing of the final action taken on the application. If the conditions of the permit are different from the proposed application submitted by the applicant for review, the notification shall include reasons for the changes made.
- F. If, upon review of an application, the city determines that a permit is not required under this chapter, the city manager or his appointed designee shall notify the applicant of this determination in writing. Such notification shall constitute final action on the application.
- G. If, upon review of an application, the city determines that a permit should not be granted, the city manager or his appointed designee shall notify the applicant in writing of the permit denial and state the reasons for denial.
- H. If the applicant is dissatisfied with the conditions or denial of any permit issued by the city, he may request a hearing in accordance with Section 13.04.090.

PASSED on 1st reading the ____ day of _____, 2021

PASSED on 2nd reading the ____ day of _____, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

February 24, 2021

MEMO TO: J. Carter Napier, City Manager *sw*
FROM: Liz Becher, Community Development Director *lb*
SUBJECT: Establish Public Hearing for Consideration of an Ordinance approving a vacation and replat creating Central Services Addition No. 2

Meeting Type & Date:

Regular Council Meeting, March 2, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish March 16, 2021 as the date of public hearing for consideration of an Ordinance approving a vacation and replat creating Central Services Addition No. 2.

Summary:

The City of Casper, as property owner, is the applicant for the proposed vacation and replat creating the Central Services Addition No. 2. The sole purpose of the replat is to create a new eighty (80) foot wide right-of-way/street, to be known as Memorial Way. Memorial Way continues from the Central Services Addition No. 2, east, to connect to the VA Cemetery Road in Evansville, with the purpose of providing a secondary means of access/egress for Evansville. Presently, the Town of Evansville only has a single-point of ingress/egress, located at Curtis Street, just north of the Interstate. The Curtis Street access is vulnerable, in that it could become impassable if there were an accident within the rail corridor, thereby cutting off the Town. Construction of the secondary access road is planned for the summer of 2021.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on February 18, 2021. There were no public comments either for or against the case.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

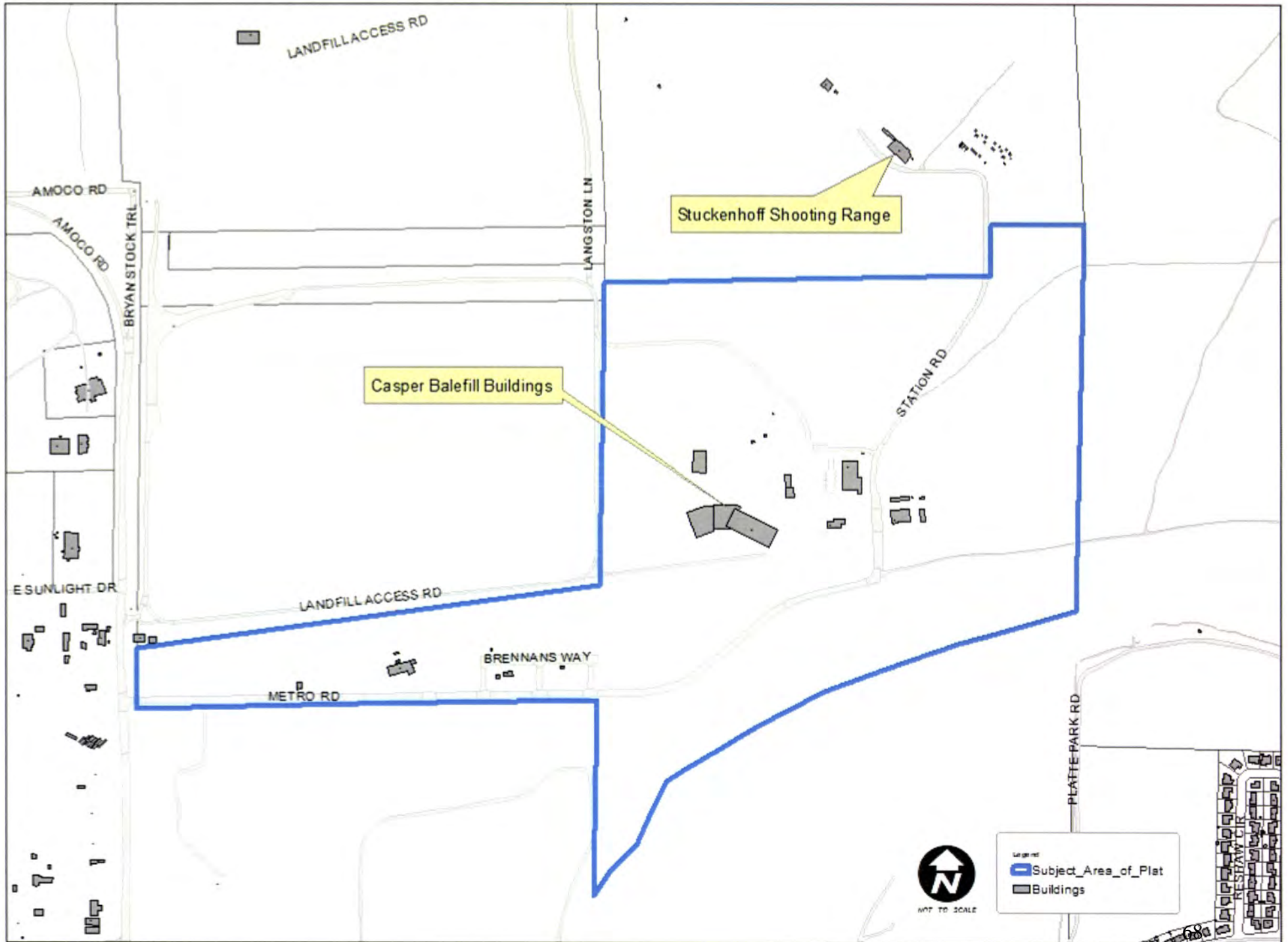
Craig Collins, AICP, City Planner – Community Development Department

Attachments:

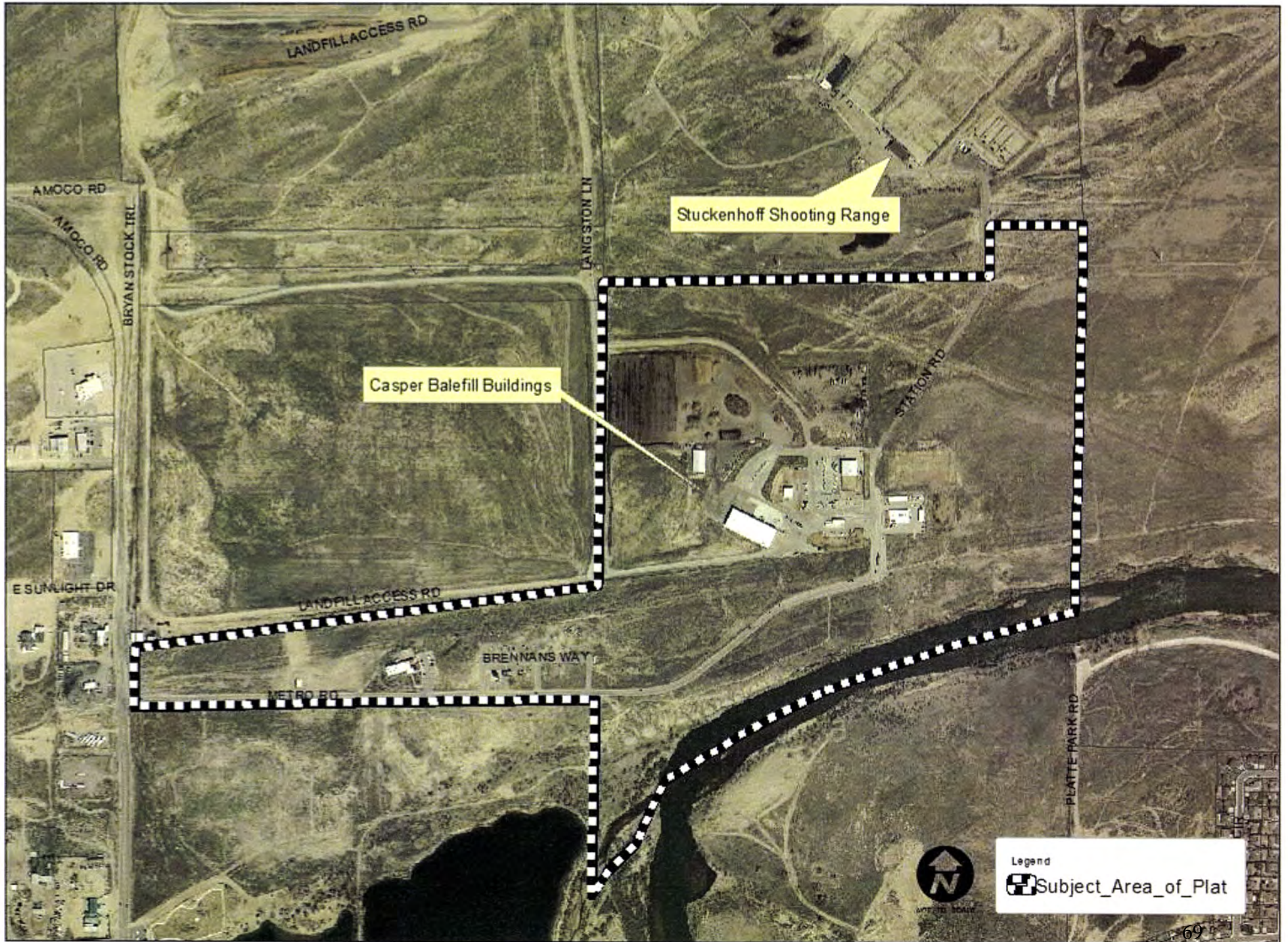
Location Map

Aerial Map


Proposed Central Services Addition No. 2




Proposed Central Services Addition No. 2



Feb. 24, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 

SUBJECT: Establishing March 16, 2021, as the Public Hearing Date for Adoption of Fiscal Year 2021 Budget Amendment #4

Meeting Type & Date:
Regular Council Meeting
March 2, 2021

Action type:
Minute Action

Recommendation:
That Council, by minute action, establish March 16, 2021, as the date of public hearing for consideration of the adoption of the Fiscal Year 2021 Budget Amendment #4.

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2021 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish March 16, 2021, as the public hearing date for the consideration and adoption of the 4th amendment to the Fiscal Year 2021 budget.

Financial Considerations:
None

Oversight/Project Responsibility:
Tom Pitlick, Financial Services Director

Attachments:
None

February 23, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Consideration of an Ordinance Vacating a Portion of East 7th Street

Meeting Type & Date:

Regular Council Meeting, March 2, 2021

Action Type:

Third Reading of an Ordinance

Recommendation:

That Council, by Ordinance, approve the vacation of East 7th Street between South Jackson Street and the public alley bisecting Blocks 62 and 63, Sheridan Heights Addition.

Summary:

The City has received a request to vacate an undeveloped portion of East 7th Street right-of-way located generally east of McKinley Street, and west of South Jackson Street. The Street was platted as part of the Sheridan Heights Addition in 1912, but has never been constructed because the steep topography of the site makes it impractical. Signed petitions have been provided from property owners owning a majority of the number and area of the properties within three hundred (300) feet of the vacation. In addition, all Casper utility providers have provided easement releases. Upon the vacation of the street, the City will reserve two utility easements within the former right-of-way. Pursuant to State law, the former street right-of-way will transfer automatically to the adjacent property owners upon vacation.

Financial Considerations:

Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation, if desired.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner – Community Development Department

Attachments:

Ordinance
Plat Schematic of Parcel
Aerial View of Parcel

ORDINANCE NO. 5-21

AN ORDINANCE APPROVING THE VACATION OF EAST
7TH STREET BETWEEN SOUTH JACKSON STREET AND
THE PUBLIC ALLEY BISECTING BLOCKS 62 AND 63,
SHERIDAN HEIGHTS ADDITION

WHEREAS, the City of Casper has received a request to vacate East 7th Street between South Jackson Street, and the public alley bisecting Blocks 62 and 63 of the Sheridan Heights Addition, as described in a survey attached hereto as Exhibit A, which by reference herein is hereby incorporated as fully set forth; and,

WHEREAS, upon the vacation of East 7th Street, two (2) utility easements shall be reserved, as described in Exhibit A; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the right-of-way proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, signed consents have been submitted from all Casper utility companies agreeing to release and abandon the existing utility easement associated with the seventy (70) foot wide street right-of-way being vacated; and,

WHEREAS, the City of Casper has determined that the described portion of the East 7th Street right-of-way can be vacated without adversely impacting utility services or traffic circulation in the surrounding area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation.

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

SECTION 1:

That the vacation of East 7th Street between South Jackson Street and the public alley bisecting Blocks 62 and 63, Sheridan Heights Addition, as described in Exhibit A, is hereby approved.

SECTION 2:

Two (2) utility easements are hereby reserved within the vacated East 7th Street right-of-way, as described in Exhibit A.

SECTION 3:

That the vacated portion of public right-of-way (alley) shall revert to the adjoining land owners, as provided by law.

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 2nd day of February, 2021.

PASSED on 2nd reading the 16th day of February 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Wallis Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

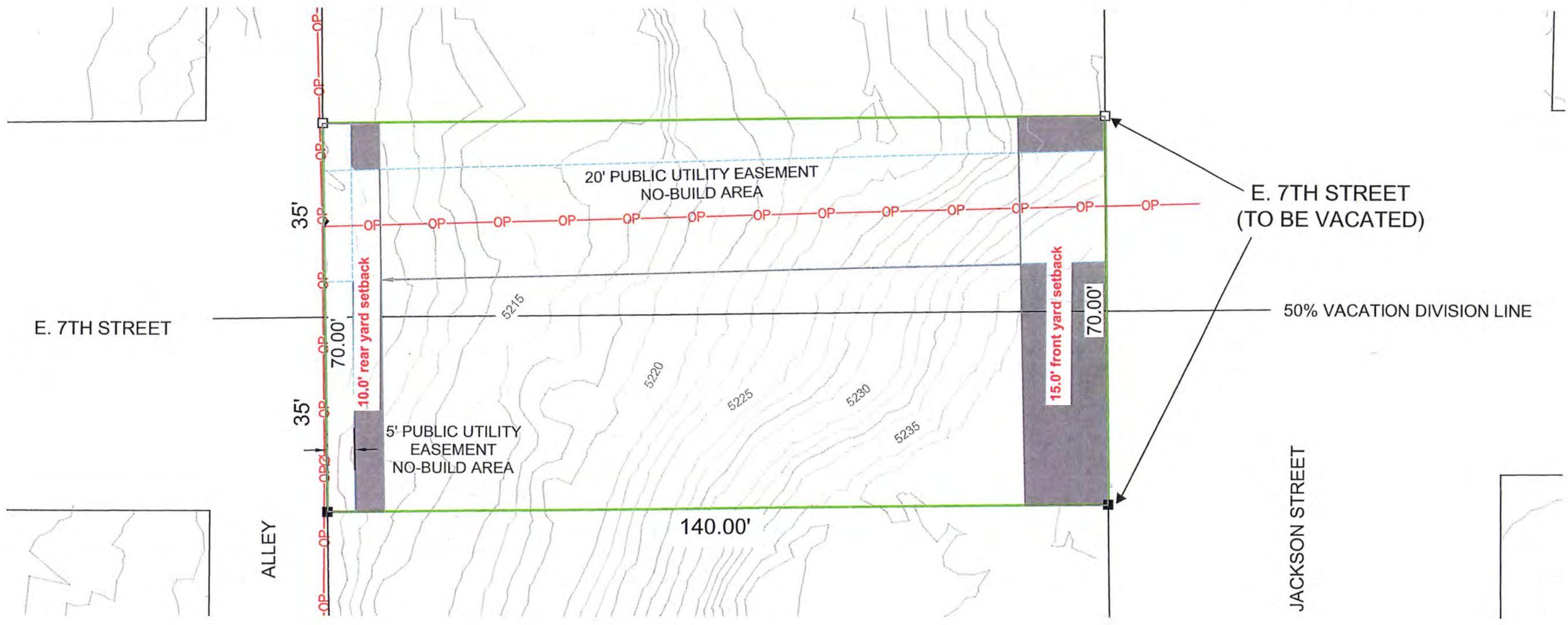
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

LEGEND

- RECOVERED ALUMINUM CAP
- RECOVERED REBAR
- SET ALUMINUM CAP
- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- - - EASEMENT LINE
- OP EXISTING OVERHEAD POWER

SCALE: 1"=20'




Proposed East 7th Street Vacation



February 25, 2021

MEMO TO: His Honor the Mayor and Members of the City Council
J. Carter Napier, City Manager

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Repealing Ordinance No. 54-00 as Codified by Article IV, Chapter 9.40 of the Casper Municipal Code and Creating a New Article IV of Chapter 9.40 of the Casper Municipal Code Titled "Sale of Nicotine Products"

Meeting Type & Date

Regular Council Meeting
March 2, 2021

Action type

Postpone the Third Reading to a date certain (March 16, 2021).

Recommendation

That Council postpone the Third Reading to March 16, 2021, per Council's direction, to allow Councilmembers to discuss the proposed ordinance with interested community groups and organizations who have reached out to Council concerning tobacco cessation programs and education for juveniles (discussed further below).

Summary

I. Recent Updates

Vice Mayor Pacheco, Councilmember Pollock, City Staff, and representatives from the Mercer House (*ad hoc* Committee) recently met to discuss concerns regarding the lack of tobacco cessation education and programs for individuals seventeen (17) and under in the proposed ordinance. A potential option is to add tobacco cessation and education program attendance as a requirement for those seventeen (17) and under in addition to the twenty-five dollar (\$25.00) fine. This may work well; a single point of entry for juveniles which incorporates a team monitoring approach to prevent further infractions of any kind.

The Committee is recommending the postponement of the Third Reading to a date certain (March 16, 2021), so they are able to meet with a single point of entry representative and gather additional information about the benefits of education and tobacco cessation programs for the seventeen (17) and under group. The intent is to bring information back to the Council as a whole for discussion, as well as to discuss at least one potential amendment to the proposed ordinance.

II. Background

On July 1, 2020, Wyoming State Statutes §14-3-301 *et. seq.*, went into effect; these Statutes, which were passed by the Legislature and are the controlling law, prohibit the sale of nicotine

products to persons under the age of twenty-one (21) years old, as well as the purchase, possession and use of nicotine products by persons under the age of twenty-one (21) years old.

The current Ordinance is extremely outdated; it was adopted over twenty years ago, and does not address new types of vaping products, and similar products, that have since become available.

The proposed ordinance incorporates significantly the State Statutes, which recently became effective.

The proposed ordinance incorporates fines that are consistent with the fines passed by the State Legislature in 2020. As shown on page 2, the fine increases would affect businesses who violate the ordinance in terms of certain notices required to be posted by businesses, as well as employees who sell or deliver nicotine products to individuals under twenty-one years of age.

Fines for prohibited purchase, possession, and use by individuals under twenty-one years of age, would decrease significantly if the proposed ordinance is adopted. Additionally, if adopted, the proposed ordinance would provide individuals under twenty-one who are convicted or plead guilty to unlawful possession, purchase or use of nicotine products, a potential option to participate in community service to work off their fine at a rate of ten dollars (\$10.00) per hour of community service work performed (the current ordinance allows for credit of five dollars per hour of community service work performed). The proposed ordinance would also allow for credit of ten dollars (\$10.00) per class hour attended, for persons who attend a nicotine cessation program.

III. Fine Changes:

Under the current Ordinance a fine for a second or third violation can be imposed if a subsequent violation occurred within one year. The proposed ordinance would set the time period two years from the subsequent violation.

- Possession or use by persons under 21

	Current	Proposed
1 st offense, not <	\$100.00	\$25.00 per occurrence
2 nd offense	\$200.00	
3 rd offense	\$500.00	
- Purchase by persons under 21

	Current	Proposed
1 st offense not <	\$100.00	\$25.00 per occurrence
2 nd offense	\$200.00	
3 rd offense	\$500.00	
- Prohibited sales and delivery:

	Current	Proposed
1 st offense, not <	\$100.00	\$250.00
2 nd offense	\$200.00	\$500.00
3 rd offense	\$500.00	\$750.00
- Posted Notice Required, Location of Vending Machines: (Each day of continued violation can be deemed a separate offense)

	Current	Proposed
1 st offense	\$100.00	\$250.00
	per occurrence	
2 nd offense		\$500.00
3 rd offense		\$750.00

The current Ordinance includes affirmative defense provisions regarding parents or guardians who allow persons under eighteen years old to possess and use tobacco in the privacy of their own home, and under parent or guardian supervision. This provision is not included in the proposed ordinance.

The proposed ordinance introduces a new expungement provision (consistent with the State Statute) for persons under twenty-one years of age who plead guilty to, or are convicted of

underage purchase, use, or possession of nicotine products; upon satisfaction of fines there is an automatic expungement of convictions from the court record after six months of entry of conviction.

A full copy of the proposed ordinance is attached to this Memo. The current Casper Code is published online by MuniCode and can be accessed by the public.

Financial Considerations

Minimal fine differences as set out above.

Oversight/Project Responsibility

Casper Police Department

City Attorney's Office

Attachments

Proposed Ordinance

§14-3-301 *et. seq.*

ORDINANCE NO. 6-21

AN ORDINANCE REPEALING ORDINANCE NO. 54-00 AS CODIFIED BY ARTICLE IV, CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE AND CREATING A NEW ARTICLE IV – OF CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE TITLED “SALE OF NICOTINE PRODUCTS”.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xiii) and (xli) to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and of its citizens; and,

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, effective July 1, 2020, Wyoming Statutes §§ 14-3-301 *et. seq.*, prohibit the sale of nicotine and tobacco products to persons under twenty-one years old and the purchase, possession and use of and nicotine and tobacco products by persons under twenty-one years of age; and

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, the governing body of the City of Casper desires to repeal Ordinance No. 54-00 as codified by Article IV, Chapter 9.40 of the Casper Municipal Code, and Create a new Article IV of Chapter 9.40 of the Casper Municipal Code titled “Sale of Nicotine Products” for the purpose of consistency between the Wyoming State Statutes and the Casper Municipal Code.

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

Section 1: Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco (Sections 9.40.150 through 9.40.190), is repealed and to be replaced by Section 2 of this Ordinance.

Section 2: Chapter 9.40 Offenses by or Against Minors – Article IV titled “Sale of Nicotine Products” (Sections 9.40.150 through 9.40.190) is hereby created and shall be codified as follows:

9.40.150 - Definitions.

A. As used in this article:

1. "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;
2. "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses nicotine products;
3. "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;
4. "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;
5. "Electronic cigarette" means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;
6. "Nicotine products" means tobacco products and electronic cigarettes;
7. "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. "Vapor material" includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.

9.40.160 – Prohibited sales or delivery

- A. No individual shall sell, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.
- B. Any individual violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of not more than:
 1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;
 3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed.
- C. No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.
- D. Any person violating subsection C. of this section is guilty of a misdemeanor punishable by a fine of not more than:
1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;
 2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;
 3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statutes §14-3-302 (e).
- F. It is an affirmative defense to a prosecution under subsections A. and C. of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one (21) years of age.
- G. Notwithstanding the provisions of subsection D. of this section, no fine for a violation of subsection C. of this section shall be imposed for a first offense in a twenty-four (24) month period if the retailer can show it had:
1. Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one (21) years;
 2. Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one (21) years;

3. Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and
4. Established and imposed disciplinary sanctions for noncompliance.

9.40.170 Posted notice required; location of vending machines

A. Any person who sells nicotine products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products and on or upon every vending machine which offers nicotine products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products to persons under twenty-one (21) years of age is prohibited by law. Any person who owns, operates or manages a business where nicotine products are offered for sale at retail and at which persons under the age of twenty-one (21) are allowed admission with or without an adult, shall maintain all nicotine products within the line of sight of a cashier or other employee or under the control of the cashier or other employee. For purposes of this subsection:

1. "Within the line of sight" means visible to a cashier or other employee while at the sales counter; and
2. "Under control" means protected by security, surveillance or detection methods.

B. No person shall sell or offer nicotine products:

1. Through a vending machine unless the vending machine is located in:
 - a. Businesses, factories, offices or other places not open to the general public;
 - b. Places to which persons under the age of twenty-one (21) years of age are not permitted access; or
 - c. Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under twenty-one (21) years of age is prohibited.
2. Through a self service display except in:
 - a. A vending machine as permitted in paragraph 1. of this subsection; or
 - b. A business where entry by persons under twenty-one (21) years of age is prohibited.

- C. Any person violating subsection A. or B. of this section is guilty of a misdemeanor punishable by a fine of not more than:
 - 1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;
 - 2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;
 - 3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.
- D. For purposes of subsection A. of this section, each day of continued violation under subsection A. or B. of this section shall be deemed a separate offense.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statute §14-3-303(e).

9.40.180 Purchase by person under twenty-one years of age prohibited.

- A. No person under the age of twenty-one (21) years shall purchase or attempt to purchase nicotine products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing or attempting to purchase nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection B. of this section.
- B. Any person violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).
- C. In lieu of the fine under subsection B. of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.
- D. No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection B. of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6)

months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

9.40.190 Possession or use by person under twenty-one years of age prohibited.

- A. It is unlawful for any person under the age of twenty-one (21) years to possess or use any nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection B. of this section.
- B. Any person violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).
- C. In lieu of the fine under subsection B. of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.
- D. No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection B. of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

PASSED on 1st reading the 2nd day of February, 2021

PASSED on 2nd reading the 16th day of February, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2021.


APPROVED AS TO FORM:

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-301

§ 14-3-301. Definitions

Effective: July 1, 2020
Currentness

(a) As used in this article:

(i) "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;

(ii) "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses nicotine products;

(iii) "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;

(iv) "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;

(v) "Electronic cigarette" means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;

(vi) "Nicotine products" means tobacco products and electronic cigarettes;

(vii) "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. "Vapor material" includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.

Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2007, ch. 93, § 1, eff. July 1, 2007; Laws 2013, ch. 144, § 1, eff. March 13, 2013; Laws 2020, ch. 53, § 1, eff. July 1, 2020; Laws 2020, ch. 83, § 1, eff. July 1, 2020; Laws 2020, ch. 86, § 2, eff. July 1, 2020.

W. S. 1977 § 14-3-301, WY ST § 14-3-301

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

End of Document

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West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-302

§ 14-3-302. Prohibited sales or delivery

Effective: July 1, 2020

Currentness

(a) No individual shall sell, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.

(b) Any individual violating W.S. 14-3-309 or subsection (a) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars (\$5.00) for each hour of work performed.

(c) No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.

(d) Any person violating subsection (c) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.

(e) In addition to the penalties under paragraph (d)(iii) of this section, any person violating subsection (c) of this section for a third or subsequent time within a two (2) year period may be subject to an injunction. The department of revenue or the district attorney of the county in which the offense occurred, may petition the district court for an injunction to prohibit the sale of nicotine products in the establishment where the violation occurred. If the court finds that the respondent in the action has violated the provisions of subsection (c) of this section for a third or subsequent time within a two (2) year period and may continue to violate such provisions, it may grant an injunction prohibiting the respondent from selling nicotine products in the establishment where the violation occurred for a period of not more than one hundred eighty (180) days. For the purposes of this subsection, multiple violations occurring before the petition for the injunction is filed shall be deemed part of the violation for which the injunction is sought. If the person against whom the injunction is sought operates multiple, geographically separate establishments, the injunction shall apply only to the establishment where the violation occurred. The injunction shall prohibit all sales of nicotine products in the establishment where the violation occurred, regardless of any change in ownership or management of the establishment that is not a bona fide, arms length transaction while the injunction is in effect.

(f) It is an affirmative defense to a prosecution under subsections (a) and (c) of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one (21) years of age.

(g) Notwithstanding the provisions of subsection (d) of this section, no fine for a violation of subsection (c) of this section shall be imposed for a first offense in a twenty-four (24) month period if the retailer can show it had:

(i) Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one (21) years;

(ii) Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one (21) years;

(iii) Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and

(iv) Established and imposed disciplinary sanctions for noncompliance.

Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2020, ch. 83, § 1, eff. July 1, 2020; Laws 2020, ch. 86, § 2, eff. July 1, 2020.

W. S. 1977 § 14-3-302, WY ST § 14-3-302

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-303

§ 14-3-303. Posted notice required; location of vending machines

Effective: July 1, 2020

Currentness

(a) Any person who sells nicotine products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products and on or upon every vending machine which offers nicotine products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products to persons under twenty-one (21) years of age is prohibited by law. Any person who owns, operates or manages a business where nicotine products are offered for sale at retail and at which persons under the age of twenty-one (21) are allowed admission with or without an adult, shall maintain all nicotine products within the line of sight of a cashier or other employee or under the control of the cashier or other employee. For purposes of this subsection:

(i) "Within the line of sight" means visible to a cashier or other employee while at the sales counter; and

(ii) "Under control" means protected by security, surveillance or detection methods.

(b) No person shall sell or offer nicotine products:

(i) Through a vending machine unless the vending machine is located in:

(A) Businesses, factories, offices or other places not open to the general public;

(B) Places to which persons under the age of twenty-one (21) years of age are not permitted access; or

(C) Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under twenty-one (21) years of age is prohibited.

(ii) Through a self service display except in:

(A) A vending machine as permitted in paragraph (i) of this subsection; or

(B) A business where entry by persons under twenty-one (21) years of age is prohibited.

(c) Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty-four (24) month period.

(d) For purposes of subsection (c) of this section, each day of continued violation under subsection (a) or (b) of this section shall be deemed a separate offense.

(e) In addition to the penalties under paragraph (c)(iii) of this section, any person violating subsection (a) or (b) of this section for a third or subsequent time within a two (2) year period may be subject to an injunction. The department or the district attorney of the county in which the offense occurred, may petition the district court for an injunction to prohibit the sale of nicotine products from the vending machines or the establishment where the violation occurred. If the court finds that the respondent in the action has violated the provisions of subsection (a) or (b) of this section for a third or subsequent time within a two (2) year period and may continue to violate such provisions, it may grant an injunction prohibiting the respondent from selling nicotine products from vending machines or from the establishment where the violation occurred for a period of not more than one hundred eighty (180) days. For the purposes of this subsection, multiple violations occurring before the petition for the injunction is filed shall be deemed part of the violation for which the injunction is sought. If the person against whom the injunction is sought operates multiple, geographically separate establishments or vending machines, the injunction shall apply only to the establishment where the violation occurred and to the vending machines resulting in the violation. The injunction shall prohibit all sales of nicotine products from the vending machines or the establishment involved in the violation, regardless of any change in ownership or management of the vending machines or the establishment that is not a bona fide, arms length transaction while the injunction is in effect.

Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2007, ch. 93, § 1, eff. July 1, 2007; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-303, WY ST § 14-3-303

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-304

§ 14-3-304. Purchase by person under twenty-one years of age prohibited

Effective: July 1, 2020

Currentness

(a) No person under the age of twenty-one (21) years shall purchase or attempt to purchase nicotine products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing or attempting to purchase nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection (b) of this section.

(b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).

(i) to (iii) Repealed by Laws 2020, ch. 83, § 2, eff. July 1, 2020.

(c) In lieu of the fine under subsection (b) of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.

(d) No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection (b) of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2020, ch. 83, §§ 1, 2, eff. July 1, 2020.

W. S. 1977 § 14-3-304, WY ST § 14-3-304

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-305

§ 14-3-305. Possession or use by person under twenty-one years of age prohibited

Effective: July 1, 2020

Currentness

(a) It is unlawful for any person under the age of twenty-one (21) years to possess or use any nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection (b) of this section.

(b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).

(i) to (iii) Repealed by Laws 2020, ch. 83, § 2, eff. July 1, 2020.

(c) Repealed by Laws 2000, ch. 93, § 4.

(d) In lieu of the fine under subsection (b) of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.

(e) No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection (b) of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, §§ 2, 4, eff. July 1, 2000; Laws 2020, ch. 83, §§ 1, 2, eff. July 1, 2020.

W. S. 1977 § 14-3-305, WY ST § 14-3-305

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Tobacco

W.S.1977 § 14-3-306

§ 14-3-306. Teen court jurisdiction

Currentness

The teen court program authorized under W.S. 7-13-1203 may have jurisdiction over any offense committed by a minor under this article.

Credits

Laws 2000, ch. 93, § 1, eff. July 1, 2000.

W. S. 1977 § 14-3-306, WY ST § 14-3-306

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-307

§ 14-3-307. Compliance inspections

Effective: July 1, 2020

Currentness

- (a) The department of health, working with local law enforcement agencies and other local individuals and organizations at the discretion of the department, shall be the lead agency to ensure compliance with this article.
- (b) The department of health shall develop strategies to coordinate and support local law enforcement efforts to enforce all state statutes relating to the prohibition of the sale of nicotine products to persons under twenty-one (21) years of age.
- (c) The department shall have discretion to:
- (i) Work with each local law enforcement agency; and
 - (ii) Coordinate local enforcement efforts that appropriately reflect the needs of the community.
- (d) To coordinate the enforcement of state statutes relating to the prohibition of the sale of nicotine products to persons under twenty-one (21) years of age and to comply with applicable federal law, the department of health shall have authority to contract with or provide grants to local law enforcement agencies or other local individuals or entities having the appropriate level of enforcement authority on the local level to conduct random, unannounced inspections at retail locations where nicotine products are sold. The local law enforcement agencies or other local individuals or entities authorized to conduct inspections shall be permitted to use minors and persons under twenty-one (21) years of age subject to the following:
- (i) Prior to the inspection, the local law enforcement agency or other authorized individual or entity shall obtain the written consent of the person being used in the inspection or if using a minor, the written consent of the minor's parents or guardian shall be obtained prior to the minor participating in an inspection. The written consent required under this paragraph shall include a notification that testimony in a subsequent court proceeding may be required;
 - (ii) Any person under twenty-one (21) years of age participating in an inspection shall, if questioned, state his true age and that he is less than twenty-one (21) years of age;
 - (iii) The appearance of a person under twenty-one (21) years of age shall not be altered to make him appear to be twenty-one (21) years of age or older;

- (iv) Neither a minor nor his parents or guardians shall be coerced into participating in such inspections;
 - (v) The person conducting the inspection shall photograph the participant immediately before the inspection and any photographs taken of the participant shall be retained by the person conducting the inspection;
 - (vi) Any participant in an inspection under this section shall be granted immunity from prosecution under W.S. 14-3-304 or 14-3-305.
- (e) The person conducting an inspection under this section shall:
- (i) Remain within sight or sound of the participant attempting to make the purchase;
 - (ii) Immediately inform in writing a representative or agent of the business establishment that an inspection has been performed and the results of the inspection;
 - (iii) Within two (2) days, prepare a report of the inspection containing:
 - (A) The name of the person who supervised the inspection;
 - (B) The age and date of birth of the participant who assisted in the inspection;
 - (C) The name and position of the person from whom the participant attempted to purchase nicotine products;
 - (D) The name and address of the establishment inspected;
 - (E) The date and time of the inspection; and
 - (F) The results of the inspection, including whether the inspection resulted in the sale or distribution of, or offering for sale, nicotine products to a person under twenty-one (21) years of age.
 - (iv) Immediately upon completion of the report required under this subsection, provide a copy of the report to a representative or agent of the business establishment that was inspected;
 - (v) Request a law enforcement officer to issue a citation for any illegal acts relating to providing nicotine products to persons under twenty-one (21) years of age during the inspection.

Credits

Laws 2000, ch. 93, § 1, eff. July 1, 2000; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-307, WY ST § 14-3-307

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-308

§ 14-3-308. Further regulation by local ordinance

Effective: July 1, 2020

Currentness

(a) Except as specified under subsection (b) of this section, this article shall not be construed to prohibit the imposition by local law or ordinance of further regulation or prohibition upon the sale, use and possession of nicotine products to any person under twenty-one (21) years of age, but the governmental entity shall not permit or authorize the sale, use or possession of nicotine products to any person under twenty-one (21) years of age in violation of this article.

(b) No governmental entity shall enact any law or ordinance which changes the standards provided by W.S. 14-3-302(a) and (c), 14-3-303(a), 14-3-304(a) and 14-3-305(a).

(c) The governmental entity may require that sellers of nicotine products obtain a license to sell nicotine products and may deny or revoke the license in the case of reported violations of W.S. 14-3-302 or similar local ordinance.

Credits

Laws 1991, ch. 76, § 1. Renumbered from § 14-3-306 by Laws 2000, ch. 93, § 3, eff. July 1, 2000; Laws 2004, ch. 130, § 1, eff. March 19, 2004; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-308, WY ST § 14-3-308

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

West's Wyoming Statutes Annotated
Title 14. Children (Refs & Annos)
Chapter 3. Protection (Refs & Annos)
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-309

§ 14-3-309. Regulation of mail order and internet
purchases and sales; proof of age; penalties

Effective: July 1, 2020

Currentness

(a) No person shall sell at retail or wholesale any nicotine product through the internet or any other remote sales method to any person in this state, other than a vendor licensed under W.S. 39-15-106, unless the seller performs an age verification on the purchaser through an independent third party age verification service. The age verification service utilized shall compare information available from public records to the personal information entered by the purchaser during the ordering process to establish that the purchaser is twenty-one (21) years of age or older.

(b) No person shall sell at retail or wholesale any nicotine product through the internet or any other remote sales method to any person in this state, other than a vendor licensed under W.S. 39-15-106, unless the seller uses a method of mailing or shipping that, upon delivery, requires the signature of a person at least twenty-one (21) years of age before the nicotine product will be released for delivery.

(c) The provisions of subsections (a) and (b) of this section shall not apply if the seller employs one (1) of the following protections to ensure age verification:

(i) The purchaser is required to create an online profile or account with personal information verifying that the purchaser is at least twenty-one (21) years of age including, but not limited to, the purchaser's name, address and a valid phone number, if that personal information is verified by the seller through publicly available records and delivery is made to the same name and address; or

(ii) The purchaser is required to upload a copy of the purchaser's government issued identification and a current photograph of the purchaser verifying that the purchaser is at least twenty-one (21) years of age and delivery is made to the same name on the identification provided.

(d) Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable as provided in W.S. 14-3-302(b).

Credits

Laws 2020, ch. 86, § 1, eff. July 1, 2020.

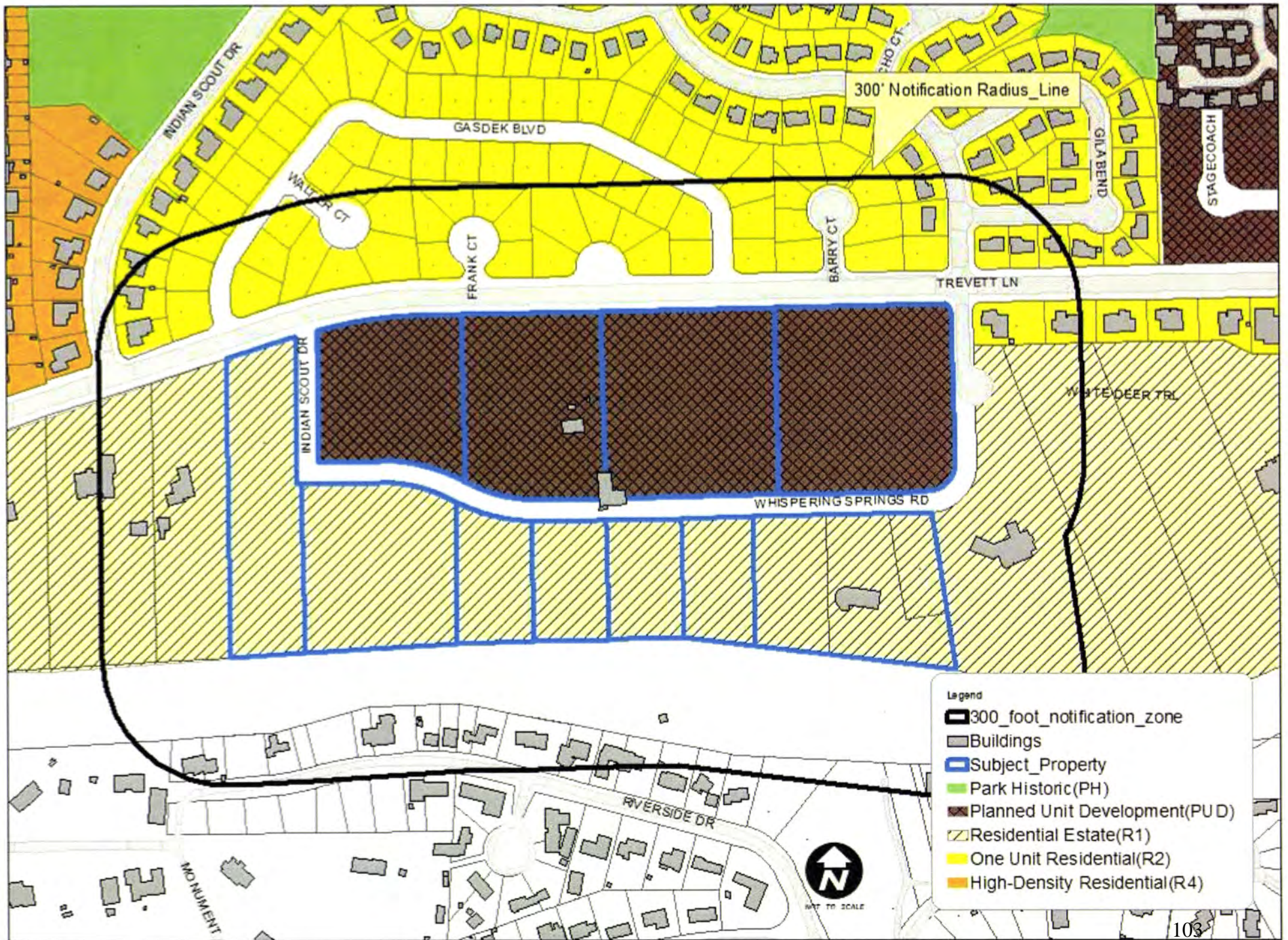
W. S. 1977 § 14-3-309, WY ST § 14-3-309

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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Trails West Estates No. 4



ORDINANCE NO.7-21

AN ORDINANCE APPROVING A VACATION/REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE TRAILS WEST ESTATES NO. 4 ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS application has been made for the creation of the Trails West Estates No. 4 Addition subdivision, consisting of a vacation and replat of Lots 1-4, Block 16, Cottonwood Addition, Lots 13-19, Block 17, Trails West Estates, and Lot 20A, Block 17, Trails West Estates No. 3, and Lot 14 of Lots 8-14, Block 17, Trails West Estates No. 2, and the Westerly Portion of Indian Scout Drive, and the southerly portion of Whispering Springs Road; and,

WHEREAS application has been made to rezone the proposed Trails West Estates No. 4 Addition from combined zoning classifications PUD (Planned Unit Development) and R-1 (Residential Estate), to entirely R-1 (Residential Estate); and,

WHEREAS, the property owners in the Trails West Estates No. 4 subdivision will enter into a written subdivision agreement with the City of Casper, executed upon third reading of this ordinance; and,

WHEREAS, the vacation, replat and rezone require approval of the City Council, 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 vacation, replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation, replat, zone change, and Trails West Estates No. 4 Addition Subdivision Agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Trails West Estates No. 4 Addition is hereby approved.

SECTION 2:

The subdivision agreement between the property owners and the City of Casper is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

The zoning of the Trails West Estates No. 4 Addition shall be R-1 (Residential Estate).

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 16th day of February, 2021.

PASSED on 2nd reading the ____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Wallis Tremel

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO.8-21

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 158 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Title 15, Chapter 6, Wyoming Statutes, 1977, as amended, on the 19th day of January, 2021, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 158, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this ordinance, February 16, 2021.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement on the roads hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

- A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 158";

Section 3. Location of Paving Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF ROADWAY PAVING IMPROVEMENTS

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Coates Road	26.0'	Asphaltic Concrete Pavement

The width in feet of said road, hereinabove set forth, is measured from the edge of the blacktop to the edge of the blacktop on each side.

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

- A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Skyline Ranches	Lots 2-7, Lot 8 (East Half), Lots 9-14
-----------------	--

Section 6. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 7. Method of Assessment.

- A. Paving Improvements. Each piece of property with access to the road in or along which the improvements are to be made shall be assessed by the following method:
 - 1. Each property shall be assessed on the basis of its acreage so that the total assessment

on each piece of property shall be in proportion to the total accessible acreage of the property to be assessed for the same improvement.

- B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

Section 8. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the asphalt pavement, plus the cost of engineering.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of asphalt pavement is \$ 171,820.
2. The estimated cost for engineering is \$ 15,620.
3. The estimated total cost of the total improvement project is \$ 187,440.
4. The estimated assessable costs for each acre of property are as follows:
 - a. All Improvements \$1,575.83 per acre.
5. The estimated project cost of the Local Assessment District is \$187,440, which includes all improvements.

The City's funding source will be from 1%#16 funds for miscellaneous street improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) the aforesaid estimate of the contract price unless approved by the property owners, subject to a special assessment.

Section 9. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 10. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 11. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 158, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 12. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

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Section 14. Authorization of Officers and Employees.

The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the 16th day of February, 2021.

PASSED on 2nd reading the ____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 17, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 

SUBJECT: A Resolution to amend the Financial Administration Guidelines

Meeting Type & Date:

Regular Council Meeting, March 2, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, amend the Financial Administration Guidelines as adopted by Resolution No. 20-168.

Summary:

On September 1, 2020, Council passed Resolution No. 20-168 adopting the Financial Administration Guidelines. These guidelines were presented to serve as the foundation around which all financial policies and procedures would be written in support of both the financial planning and internal financial management of the City.

In an effort to expand the Guidelines to more comprehensively address stewardship of federal grant dollars being utilized for procurement of goods and services, and to address a change in document reference, staff is proposing the following changes to the Financial Administration Guidelines:

- Add section entitled “Grant Financial Management” (referenced in the Table of Contents as beginning on page 17).
- Page 12 – **Procurement:**
 1. Addition of statement designating the City Manager as the Purchasing Agent for the City of Casper in accordance with WS 15-4-203(a)(v), with authority to delegate associated responsibility.
 2. Reference made to “Administrative Policies and Procedure manual” changed to “Finance Policy manual”.

Financial Considerations:

None

Oversight/Project Responsibility:

Tom Pitlick, Financial Services Director

Attachments:

- EXHIBIT A: Resolution No. 20-168
- EXHIBIT B: Proposed Resolution to Amend the Financial Administration Guidelines
- EXHIBIT C: City of Casper Financial Administration Guidelines with proposed amendment highlighted in red.

RESOLUTION NO. 20-168

A RESOLUTION TO ADOPT THE CITY OF CASPER, WYOMING, FINANCIAL ADMINISTRATION GUIDELINES AND REPEAL RESOLUTION 00-95

WHEREAS, the City of Casper recognizes its' obligation to safeguard the financial stability of the City and provide stewardship over public funds, and

WHEREAS, the City of Casper recognizes the need to establish guidelines that identify the principles to be followed to ensure that the City is financially able to meet its' immediate and long-term service goals and objectives, and

WHEREAS, a document prepared by the City of Casper Finance Division, referred to as the *City of Casper, Wyoming Financial Administration Guidelines* setting forth principles supporting the financial planning and internal financial management of the City has been reviewed and found acceptable by City Council , and

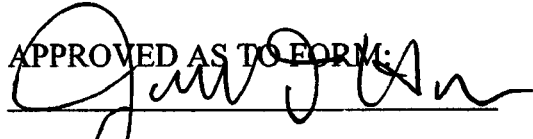
WHEREAS, the City of Casper now desires to formally adopt the provisions of the *City of Casper, Wyoming Financial Administration Guidelines* and repeal any and all conflicting and inconsistent resolutions or other actions.

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

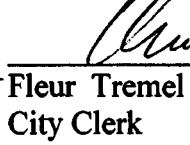
SECTION ONE. The *City of Casper, Wyoming Financial Administration Guidelines*, which are attached to this Resolution and are incorporated herein by this reference, are adopted by the City of Casper.

SECTION TWO: Resolution 00-95 is repealed. It is the intention of the City of Casper that if any Resolution or other action of the City of Casper conflicts or is inconsistent with this Resolution then that conflicting Resolution or other action shall be deemed to be repealed to the extent of the conflict or inconsistency.

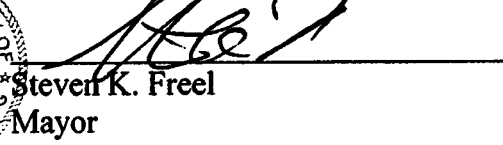
PASSED, APPROVED, AND ADOPTED on this 1st day of September 2020.

APPROVED AS TO FORM:


ATTEST:  CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur Tremel
City Clerk




Steven K. Freel
Mayor

Christa Wiggs for

RESOLUTION NO.21-25

A RESOLUTION TO AMEND THE CITY OF CASPER,
WYOMING, FINANCIAL ADMINISTRATION GUIDELINES.

WHEREAS, the City of Casper, on September 1, 2020, approved Resolution No. 20-168 adopting the City of Casper Financial Administration Guidelines as a measure to safeguard the financial stability of the City and provide stewardship over public funds; and,

WHEREAS, the City of Casper recognizes the need to implement guidance that would further strengthen stewardship over the use of federal grant dollars used in procurement of goods and services; and,

WHEREAS, City of Casper wishes to incorporate specific guidance related to the use of federal grant dollars into the Financial Administration Guidelines document as well as update reference made to a policy manual title.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper, Wyoming, Financial Administration Guidelines be amended:

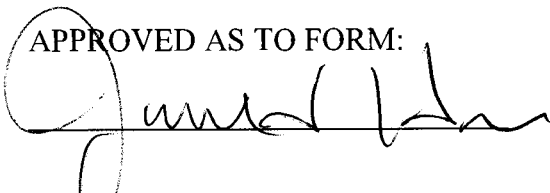
A section entitled GRANT FINANCIAL MANAGEMENT be added as referenced beginning on Page 17 of the Table of Contents; and,

THAT the section on "Procurement", page 12, be amended to include designation of the City Manager as the Purchasing Agent for the City of Casper, with authority to delegate said responsibility; and,

THAT reference to "Administrative Policies and Procedure manual" made in the "Procurement" section, page 12, be changed to "Finance Policy manual".

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

CITY OF CASPER, WYOMING
FINANCIAL ADMINISTRATION GUIDELINES

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CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Purpose

The Financial Administration Guidelines identify the principles adopted by the City of Casper to ensure that the City is financially able to meet its immediate and long-term service objectives. The Guidelines shall serve as the foundation around which all financial policies and procedures are formulated in support of both the financial planning and internal financial management of the City.

The City of Casper is accountable to its citizens for the use of public dollars. Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These guidelines safeguard the fiscal stability required to achieve the City's goals and objectives.

Objectives

In order to achieve its purpose, the Financial Administration Guidelines have the following objectives for the City's fiscal performance.

- A. To guide the City Council and management policy decisions that have significant impact.
- B. To set forth operating principles that minimize the cost of government and financial risk.
- C. To employ balanced and fair revenue policies that provide adequate funding for desired programs.
- D. To maintain appropriate financial capacity for present and future needs.
- E. To promote sound financial management by providing accurate and timely information on the City's financial condition.
- F. To protect the City's credit rating and provide for adequate resources to meet the provision of the City's debt obligations on all municipal debt.
- G. To ensure the legal use of financial resources through an effective system of internal controls.
- H. To promote cooperation and coordination with other governments and the private sector in the financing and delivery of services.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Finance Committee

The City Council will appoint a committee from among their membership to serve as the Finance Committee. This committee will be charged with the responsibility of reviewing the financial matters pertinent to the City and the City's operations and reporting as needed to the City Council as a whole. Any financial matters that the City Council would like further direction on can be remanded to the Finance Committee. The committee will be assisted in their efforts by the City Manager, the Financial Services Director, and other personnel as needed.

CITY OF CASPER, WYOMING

FINANCIAL ADMINISTRATION GUIDELINES

Fund Administration Guidelines

Fund accounting is the accounting system used by governments for recording resources whose use has been limited by the governing body, law, or grant authority. The primary emphasis of fund accounting is accountability rather than profitability. The Governmental Accounting Standards Board defines a “fund” as follows: “A fund is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations”.

Fund Structure:

The City of Casper will maintain a fund structure that groups various funds within the following types: **Governmental:** includes the general fund; special revenue funds; debt service funds; capital project funds; and permanent funds.

Proprietary: activities that resemble private sector business activities and are generally self-supporting. This would include enterprise and recreation funds.

Internal Service: includes departments that provide services to other departments of the City on a cost-reimbursement basis.

Fiduciary: accounts for assets that are held in a trustee capacity.

Component Unit: Separate legal entity over which the City exercises a significant degree of influence.

A current list of active Funds maintained by the City, along with a brief description and purpose of each, is included at the end of this document as ATTACHMENT A.

Fund Creation/Termination:

The City Manager may recommend to the City Council the need to create a new fund or discontinue the use of an existing fund. The ultimate decision to create or discontinue a fund shall rest with the City Council.

Fund Balance Transfers:

Subject to legal restrictions, available fund balances within the various Funds can be transferred, through the annual budgetary process or through a budget amendment, to another fund upon Council direction.

Fund Financial Reporting:

The financial status of each fund maintained by the City of Casper shall be made available to Council at least annually as part of the budgetary process.

CITY OF CASPER, WYOMING

FINANCIAL ADMINISTRATION GUIDELINES

Fund Reserves

Adequate reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength. Fund reserve balances will be maintained that:

- Provide adequate financial resources to conduct the normal business of the City and ensure the continued delivery of services in the event of any disruption stemming from short-term interruptions in cash flow
- Provide adequate financial resources to maintain the City's credit worthiness
- Provide for the accumulation of financial resources for use in capital acquisitions or to comply with legal requirements
- Provide adequate financial resources to respond, in a planned and decisive manner, to long-term or permanent decreases in revenues
- Provide adequate financial resources to ensure continued delivery of public safety, utility, and essential infrastructure maintenance services in response to natural disasters and events
- Comply with reserve levels mandated through negotiated contractual agreements and/or terms of debt issuance agreements
- Are not excessive

Any amounts that exceed the total calculated reserve balance shall be considered undesignated and available for appropriation. Undesignated balances **may** be available to transfer from one fund to another fund, subject to revenue restrictions or unless specifically prohibited by the terms of this Guidance.

Target and actual reserve levels will be calculated annually as part of the budget process. Additional contributions that may be needed to obtain the target reserve levels will be budgeted from applicable fund resources over a period of time as deemed appropriate by Council.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Optional 1% Sales Tax Fund Guidelines

Optional 1% sales tax revenues are made available through a vote of the people and are subject to renewal every four years. Council will adopt, by resolution, funding priorities for the use of anticipated optional sales tax revenues prior to the public vote. Council will utilize citizen survey results in the establishment of the funding priorities. Revenues generated from this optional tax are to be used for expenditures that are not ongoing in nature. The primary use of these funds will be limited to the funding of capital projects and provision of financial assistance to various outside agencies as determined by the Council.

CITY OF CASPER, WYOMING

FINANCIAL ADMINISTRATION GUIDELINES

Accounting, Auditing and Financial Reporting

The City will maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall City goals and objectives are met.

1. **Accounting Records and Reporting.** The City will maintain its accounting records in accordance with state and federal requirements. The modified accrual basis of accounting will be used to account for all governmental funds. Government-wide financial statements, as well as the proprietary fund financial statements, will be reported using the accrual basis of accounting.
2. **Auditing.** An annual audit, as prescribed by W.S. 16-4-121, will be conducted by independent auditors in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants. The audit will be completed within six months of the end of the fiscal year. Results of the annual audit will be discussed with the Finance Committee within thirty days of completion of the audit report and presented to the full Council within sixty days.
3. **Simplified Fund Structure.** To the extent possible, the City will minimize the number of Funds.
4. **Cash Management.** The Financial Services Department shall create and promulgate a cash handling policy which outlines the responsibilities of any employee receiving or handling cash, and procedures to be followed for the safeguarding of cash holdings, and to provide for the frequent audit/inspection, both formal and informal, announced and unannounced, of all work stations involved in the handling of cash.
5. **Fixed Asset Inventories.** Accurate inventories of all physical assets, their condition, life spans, and cost will be maintained to ensure proper stewardship of public property. The Director of Financial Services will establish policies and appropriate procedures to manage fixed assets, including establishing the threshold dollar amount for which fixed asset records are maintained and how often physical inventories are taken.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Budget Guidelines

- A. Approved Council Goals and Objectives shall guide the budget process.
- B. All decisions will be within the context of long-range plans (Capital Facilities Plan/ Comprehensive Plan/Capital Improvement Plan). Staff shall provide a review of the implications of budgetary proposals on long-range plans.
- C. The annual budget shall be developed consistent with state law (Wyo. Stat. 16-4-104) and in a manner which encourages early involvement with the public and City Council. A calendar of events related to budget development shall be presented to the City Council by January of each year. The budget adoption process shall include a public hearing in accordance to Wyo. Stat. 16-4-109 to be held no later than the third Tuesday in June. Wyo. Stat. 16-4-111 allows for the budget to be adopted by either resolution or ordinance. It shall be the practice of the City of Casper to adopt the annual budget by resolution.
- D. Under the provisions of State Law and the City's operating procedures, the budget may be adjusted in two different ways. **Budget Transfers** involve a reallocation of existing appropriations within existing Divisions and does not change the Council approved overall appropriation. No City Council action is needed for budget transfers. Subject to approval of the City Manager, no budget transfers to or from capital or personnel related expense line items will be authorized. **Amendment** of the budget involves an addition to or reduction of existing appropriations, or transfer of existing appropriations between Divisions and Funds. City Council action, by ordinance or resolution, is required for a budget amendment (Wyo. Stat. 16-4-112 & 113).
- E. The Financial Services Department will maintain a system for monitoring the City's budget performance. City Council will be provided with quarterly budget information based on fund level resource collections and expenditures.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Revenue Guidelines

- A. To the extent possible, a diversified and stable revenue system will be maintained to shelter public services from short-run fluctuations in any one revenue source. Trends analyzing the dependence on distinct revenue sources shall be included in the budget documents for consideration by the Council.
- B. Revenue forecasts shall be realistically estimated and based on the best information available. Revenue forecasts will not be artificially increased to meet budgeted expenditures. The City will follow a vigorous policy of collecting revenues.
- C. Revenue forecasts will assess the full spectrum of resources that can be allocated for public services. Each year the Council shall review potential sources of revenue as part of the annual budget process.
- D. Reliance upon revenues subject to appropriation by outside entities, subject to public vote, and/or short term in nature should be limited to the funding of one-time expenditures (e.g., State Direct Distributions, optional sales tax, Impact Assistance payments, etc.). It is recognized that Council may elect to utilize these funds to subsidize various activities and/or provide assistance to the General Fund during economic hardship.
- E. Resources of the General Fund will not be used to subsidize operational costs of Utility Enterprise Funds nor will resources of Utility Enterprise Funds be used to subsidize operational costs of the General Fund.
- F. In regards to short-term (anticipated less than one year) economic downturns and temporary gaps in cash flow: Expenditure reductions or restrictions may be imposed. Council may approve a contribution from fund reserves or inter-fund loans to address temporary downturns in City revenues. Inter-fund loans may also be utilized to cover temporary gaps in cash flow.
- G. In regards to long-term (greater than one year) revenue downturns: Deficit financing and borrowing to support on-going operations is not the policy of the City as a response to long-term revenue shortfalls. Revenue forecasts will be revised, rate increases considered, and cost containment measures will be implemented to conform to the revised long-term revenue forecast.
- H. All potential grants shall be carefully examined for matching requirements and for any potential long-term financial impacts. Some grants may not be accepted if the local matching funds cannot be justified. Grants may also be rejected if programs must be continued with local resources after grant funds are exhausted. Capital related grants (those awarded for acquisition of depreciable assets and improvements) will likewise be assessed for their potential to increase the long-term maintenance burden of the City.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Revenue Guidelines

- I. The City shall develop and maintain a comprehensive list of various fees and charges which will be set at levels minimally sufficient to cover the entire operational cost of service delivery in the Utility Enterprise Funds. Utility rates shall be established, by resolution, on a biennial basis. Staff will prepare a recommendation for adjusting utility rates based on a five year cash flow analysis of each fund. The cash flow analysis will take into consideration all anticipated revenues and expenses of each fund including possible 1% Fund contributions for capital related projects. The utility rate model will also factor in established reserve targets as set forth in this policy with an additional margin as deemed appropriate to allow for minor budgetary fluctuations as they may occur. The City will also systematically review user fees and rates, no less than annually, to consider interim adjustments as necessary taking into account the effects of additional service costs. Rate studies shall be conducted to ensure that the rates will continue to support direct and indirect costs of operations, administration, plant maintenance, debt service, depreciation of capital assets, and moderate system extensions. Based on a market analysis, fees for similar services in other communities may also be considered. The criteria used to evaluate recommended target rates (equity, cost recovery policy, market demand, etc.) shall be included in the staff report during the review. Such review should be scheduled periodically and be incorporated into the budget process for possible action by the City Council.
- J. Fees assessed through the General Fund and General Fund dependent Recreation facilities will be set at levels based on a cost/benefit analysis. While the goal of the City will be to recover all costs related to a service subject to a specific fee, it is recognized that a greater community benefit may be realized by a certain degree of cost subsidization. Fees assessed through the General Fund and General Fund dependent Recreation facilities will be reviewed annually as part of the budget process. Cost recovery goals for the Recreation facilities are set forth by separate resolution.
- K. Internal Service Funds are established to account for an activity that provides goods and/or services to another fund or department on a cost reimbursement basis. Fees and charges set by Internal Service Funds shall be sufficient to fully recover costs.
- L. The City will review contracts and leases, which result in revenues to the City, on a timely basis in order to provide for careful evaluation by the City Council. There will be no waiver of payments for continued occupation/use beyond the lease term.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Expenditure Guidelines

- A. The City will only propose operating expenditures which can be supported from on-going operating revenues. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenditures may be funded from one-time revenues, but the impacts of capital ownership costs on the operating budget will also be reviewed for compliance with this policy provision.
- B. Department heads are responsible for managing their budgets within the total appropriation within their divisions.
- C. The City will maintain expenditure categories according to state statute and administrative regulation.
- D. The City will assess funds for services provided internally by other funds. The estimated direct costs of service will be budgeted and charged to the fund performing the service. Interfund service fees charged to recover these costs will be recognized as revenue to the providing fund. Indirect costs may also be assessed to other funds based upon an allocation plan that fairly and accurately distributes these costs. The same fee schedule will be used for each user fund such that each user fund is charged requisite to the amount of service consumed. A review of the method for determining the amount of the Interfund assessment will be reviewed periodically.
- E. Emphasis is placed on improving individual and work group productivity rather than adding to the work force. Prior to adding additional staff, an analysis of available, relevant, and appropriate technology or efficiency tools should be conducted in order to determine the fiscal and operational efficacy of available alternatives. Subject to specific Council approval, all grant funded positions will end upon termination of the grant.
- F. All compensation planning will focus on the total cost of compensation, which includes direct salary, health care benefits, pension contributions, travel allowance, and other benefits of a non-salary nature, which are a cost to the City.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Procurement

The City will follow State Laws, adopted resolutions, ordinances and policies regarding procurement. In accordance with Wyoming State Statute 15-4-203(a)(v), the City Manager is designated as the Purchasing Agent for the City of Casper. It shall be within his/her scope of responsibility to delegate this duty to best suit the interests of the City.

Federal Funds: When procurement involves the expenditure of federal funds, purchasing shall be conducted in accordance with any applicable federal laws or regulations.

Grants: When procurement involves the expenditure of a grant, purchasing shall be conducted in accordance with any applicable grant laws or regulations.

Emergency procurement: The Mayor or his/her designated agent may make or authorize others to make emergency procurements of materials, supplies, equipment or services when there exists a threat to public health, welfare, or safety. State laws relating to emergency purchases will be followed.

For a review of the comprehensive procurement policies, refer to the City of Casper [Finance Policy manual](#).

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Change Order Policy

A Change Order is a means by which a contract can be legally modified after the contract is executed. It is a written agreement signed by the company and the Owner to revise, add, or delete conditions established by the original approved contract. **Any proposed change order that materially affects the original scope of the project or results in an over expenditure of the approved contract amount, plus any approved contingency, must be authorized by action of the City Council.**

A construction contingency may be established to expedite unanticipated changes in an approved contract by empowering the City Manager to authorize such changes. Terms of a contingency will be specified in the Resolution approving the agreement with the contractor. In general, the contingency provisions will allow the City Manager the authority to extend a contract up to thirty days and by a dollar amount not to exceed \$35,000.

Change order(s) must be appropriately signed and dated on an approved Change Order Form prior to work taking place.

The City Manager may refer any proposed change order to the City Council for their consideration at his/her discretion.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Debt Management Guidelines

- A. The objectives of the City's Debt Management Policy will be:
 - a. To reduce the use of debt so that debt service payments will be a predictable and manageable part of the operating budget.
 - b. To raise capital at the lowest cost, consistent with the need to borrow. This will be accomplished by:
 - Keeping a high credit rating (while making attempts to strengthen credit rating)
 - Maintaining a good reputation in the credit markets by managing the annual budget responsibly.
- B. Professional service providers (underwriters, financial advisor, bond insurers, etc.) may be selected through negotiation, RFQ process or City's procurement policies.
- C. Debt issues will be sold on competitive basis (except when conditions make a negotiated sale preferable) and awarded to the bidder who produces the lowest interest cost.
- D. The term of long-term debt issued will not exceed the life of the projects financed. Current operations will not be financed with long-term debt.
- E. Short-term borrowing will not be used for operating purposes.
- F. The City will comply with all statutory debt limitations imposed by the State of Wyoming. The City of Casper debt will not in any manner exceed 4.0% of the assessed valuation of the taxable property within the City, except that an additional 4.0% of the assessed value of the taxable property therein may be created for sewage disposal systems. Indebtedness created for supplying water shall be excepted from the limitation herein.
- G. No debt shall be issued for which the City is not confident that a sufficient, specifically identified revenue source is available for repayment. The Director of Financial Services shall prepare an analytical review for this purpose prior to the issuance of any debt.
- H. It shall be the policy of the City to limit bonded indebtedness to levels that permit sufficient borrowing to support a reasonable rate of capital programming, permit a level and pace of debt amortization within the City's ability to pay, and support the City's credit rating objectives.
- I. Credit enhancements shall be considered with a cost/benefit analysis for each long-term bond issue.
- J. Reserve accounts shall be maintained as required by bond ordinances and where deemed advisable by the City Council

- K. The City will maintain debt service coverage ratios as required for any bond issues.
- L. Interfund borrowing may be used where such borrowing is effective. Interfund borrowing will be approved and authorized by the City Council.

CITY OF CASPER, WYOMING FINANCIAL ADMINISTRATION GUIDELINES

Investment Guidelines

A statement setting forth the investment and operational policies for the management of the public funds held by the City of Casper shall be adopted by the Council. Adopted investment policies can only be amended by the Mayor and Council. The comprehensive Investment Policy document will be located in the Finance Department.

The investment policies will be designed to ensure the prudent management of public funds, the availability of those funds when needed, an investment return competitive with those of comparable funds and financial market indexes, and compliance with all federal, state, and local laws and regulations governing the investment of public funds.

To assist the City in developing and maintaining investment policies and strategies that comply with statutory regulations while maximizing return potential, an Investment Advisory Committee shall be formed. Committee members shall be appointed by the City Council in a manner and under the terms described in the resolution authorizing the formation of the Committee.

CITY OF CASPER, WYOMING

FINANCIAL ADMINISTRATION GUIDELINES

Grant Financial Management Procedures

In recognition of the importance of maintaining an accounting system and procedures that support good stewardship of federal and state grant dollars that may be awarded to, or placed in the custody of, the City of Casper, the following procedures have been adopted and are to be adhered to in order to ensure compliance with applicable guidance documents associated with such funding.

1. **Notice of Grant Award Review.** Prior to activity occurring in a newly awarded grant, Finance staff and the designated grant/program manager shall meet to discuss applicable guidance documents related to financial management requirements associated with the grant. These requirements should, at a minimum, include provisions related to: grant period; allowable expenditures; revenue sources (i.e.; matching requirements); draw-down/reimbursement process; special tracking/accounting expectations; and reporting requirements.
2. **Internal Controls.** The City's Finance Department is responsible for the receipt and disbursement of all City funds, including grant funding. Internal control procedures are in place to ensure that all cash and assets of the City are properly accounted for and are safeguarded against loss. In addition controls exist to ensure that assets are used in accordance with law, regulations, and agreements, and all expenditures are supported by proper documentation. These procedures have been tested annually by an independent auditor and are deemed to be adequate. Internal controls include the following elements:
 - Access controls (passwords; permissions)
 - Review of organizational performance (example: budget variance reports)
 - Physical inventories
 - Monthly reconciliations
 - Multi-level invoice approval process
 - Segregation of duties
3. **Financial Management:**
 - **Financial Reporting:** The City of Casper utilizes MUNIS financial operating software. Various financial reports are readily available to designated users for their review throughout the year. Reports include, but are not limited to: budget to actual comparison reports; income statements; balance sheets; and project detail reports. In addition, the systems allows users to drill down on a transactional basis and review source documents.
 - **Accounting Records:** All grants awarded to the City of Casper, or put into the custody thereof, are assigned a unique project number within the accounting system. This project accounting method allows for the tracking of all revenues by funding source and the alignment of expenditures to the funding source. Source documents are readily available as they are attached to the transaction via document imaging.
 - **Drawdown Requests:** Requests for drawing down approved grant funding will be made in accordance with provisions as stated in the Notice of Grant Award. Typically, this will

be on a reimbursement basis and will be initiated by staff charged with general oversight of the grant project. It shall be the responsibility of the initiator of the request to ensure that all expenses being submitted for reimbursement include supporting documentation and that they have been properly recorded in the assigned project accounting number. When determining whether an expense is eligible for reimbursement, the following criteria shall be used:


- a. Necessary and reasonable for efficient administration of the grant, and allowable under OMB circulars;
- b. Authorized and not prohibited under State or local laws and regulations;
- c. Consistent with policies, regulations, and procedures that apply uniformly to both federally assisted and other activities of the City of Casper;
- d. Are in accordance with GAAP and appropriate to the circumstances.
- e. Are net of all applicable credits;
- f. Are adequately documented;
- g. Are not incurred prior to grant award unless specifically provided for;
- h. Do not violate any provisions of the grant award pertaining to supplanting.


Any questions or discrepancies shall be referred to Finance and resolved prior to submission. Upon submission of the reimbursement request, Finance shall be notified so that an accounts receivable due from the funding agency can be established.

- **Procurement:** In accordance with Wyoming State Statute 15-4-203(a)(v), the City Manager is designated as the Purchasing Agent for the City of Casper. It shall be within his/her scope of responsibility to delegate this duty to best suit the interests of the City. Specific policies have been adopted to assure continuity and uniformity in purchasing practices, and to define the responsibilities of each employee when purchasing supplies, services, vehicles, and equipment as well as providing guidelines for public works projects and items let by bid. These policies can be found in the "City of Casper Finance Policy Manual". Finance Policy #'s PUR-02 and PUR-17 specifically addresses purchases using federal funds.
- **Indirect Costs:** When allowed under the provisions of the grant award, indirect costs may be allocated to a grant project. The allocation plan must be defensible and necessary to support the goals and objectives of the project. Approval of the allocation plan, when required, will be requested and obtained from the funding agency prior to allocation of any indirect costs to the project.
- **Source Documentation:** All expenditures must be supported by a properly approved invoice and ultimately approved by City Council prior to actual disbursement. Any payroll costs reimbursable by a grant are to be documented in payroll records, recorded within the assigned grant project number, and reviewed by grant management staff for necessity and allowability prior to submission for reimbursement.
- **Financial Plan:** Annual budgets are prepared and submitted to Council for adoption in June for the next fiscal year starting in July. In addition, each department is required to submit a five year capital plan in order to forecast upcoming capital outlays. As part of the budget process, departments are also expected to identify and plan for known or potential grants. Budgets for grant funded projects must include identification of revenue sources with aligning budgetary expenses.
- **Annual Audit:** The City of Casper undergoes an annual audit performed by an independent CPA firm. If \$750,000 or more is spent during the fiscal year in federal funds, a single audit is also performed in accordance with OMB Circular A-133. Copies of the annual audit report and associated documents will be made available to grant

funding agencies as requested or required. Any audit findings addressed in the single audit report must be addressed and corrective action taken immediately.

February 11, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director, 
 Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Wayne Coleman Construction, Inc., in the Amount of \$384,307.00, for the Industrial Avenue Drainage and Surfacing Improvements (Spruce Street to Elm Street), Project No. 19-068.

Meeting Type & Date
 Regular Council Meeting
 March 2, 2021

Action type
 Resolution

Recommendation
 That Council, by resolution, authorize an Agreement with Wayne Coleman Construction, Inc., for construction of the Industrial Avenue Drainage and Surfacing Improvements (Spruce Street to Elm Street), Project No. 19-068, for the base bid amount of \$384,307.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$15,693.00, for a total project amount of \$400,000.00.

Summary
 On February 11, 2021, bids were received from nine (9) contractors for construction of the Industrial Avenue Drainage and Surfacing Improvements (Spruce Street to Elm Street) Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Wayne Coleman Construction	Mills, Wyoming	\$ 384,307.00
Crown Construction	Mills, Wyoming	\$ 411,387.50
Treto Construction	Casper, Wyoming	\$ 447,382.50
Knife River	Casper, Wyoming	\$ 481,882.64
Andreen Hunt Construction	Mills, Wyoming	\$ 484,210.00
Installation & Service Company	Mills, Wyoming	\$ 537,442.50
Ramshorn Construction	Casper, Wyoming	\$ 538,995.00
Oftedal Construcion	Casper, Wyoming	\$ 593,825.00
71 Construction	Casper, Wyoming	\$ 670,003.71

The estimate for the project was \$459,062.93, prepared by the City’s consultant, WLC Engineering.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. Industrial Avenue from Spruce Street to David Street was designated as one of the City's highest priorities for street reconstruction due to inadequate storm drainage and due to a sub-standard street cross-section without curb, gutter and sidewalk. The current street section functions more like an alley than a street and is insufficient to serve the traffic and pedestrians that move throughout the Old Yellowstone District.

The Industrial Avenue Drainage and Surfacing Improvements (Spruce to Elm) project includes reconstruction of the street section with the addition of curbs, sidewalks and ADA accessible ramps as space allows. The storm sewer system will be upgraded with new catch basins and upsizing of the undersized storm sewer main. Construction of the improvements is to be substantially complete by July 30, 2021.

Financial Considerations

Funding for the project will be from Optional One Percent #16 Funds for Storm Sewer and Street Improvements.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution
Agreement
Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Wayne Coleman Construction, Inc., PO Box 2440, Mills, WY, 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct a portion of Industrial Avenue from Spruce Street to Elm Street; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the City of Casper, Industrial Avenue Drainage and Surfacing Improvements – Spruce to Elm, Project No. 19-068.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Industrial Avenue Drainage and Surfacing Improvements – Spruce to Elm, Project No. 19-068.

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering & Surveying, 200 Pronghorn, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 30, 2021, and completed and ready for final payment in accordance with Article 14 of the General Conditions by August 20, 2021.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in

Wayne Coleman Construction, Inc.
Industrial Ave Drainage & Surfacing Improvements, Proj. No. 19-068

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Eighty-Four Thousand Three Hundred Seven and 00/100 Dollars (\$384,307.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Progress payments will be made in an amount equal to ninety five percent (95%) of the Work completed, and ninety five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.3 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding fifty thousand dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: **Industrial Avenue Drainage and Surfacing Improvements - Spruce to Elm (21 Sheets)**

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

(this space intentionally left blank)

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

APPROVED AS TO FORM:

(Industrial Avenue Drainage and Street Improvements – Spruce to Elm, Project 19-068)

Willie Tremel

DATED this _____ day of _____, 2021.

ATTEST:

CONTRACTOR:

Wayne Coleman Construction, Inc.

PO Box 2440

Mills, WY 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Industrial Avenue Drainage and Surfacing Improvements, Spruce
to Elm
Project No. 19-068

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 30, 2021** and completed and ready for final payment not later than **August 20, 2021**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>02/05/2021</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 384,307.00

TOTAL BASE BID, IN WORDS: Three Hundred Eighty Four Thousand,

Three Hundred Seven and 00/100 DOLLARS.

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

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440
Mills, WY 82644

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

Submitted on February 11, 2021.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

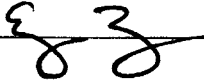
Business Address: _____


Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By:  (seal)
Secretary
(Title)

(Seal)
Attest: 

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

Industrial Avenue Drainage and Surfacing Improvements, Phase 1 (#7500960)

Owner: Casper WY, City of

Solicitor: Casper WY, City of

Project No. 19-068

02/11/2021 03:00 PM MST

Line Item	Item Description	Unit	Quantity	Wayne Coleman Construction	
				Unit Price	Extension
1	Mobilization	LS	1	\$24,334.50	\$24,334.50
2	Miscellaneous Force Account (\$2,500)	LS	1	\$2,500.00	\$2,500.00
3	Resident Communication Plan	LS	1	\$3,500.00	\$3,500.00
4	Remove Existing Surfacing	Sq Yd	5335	\$4.00	\$21,340.00
5	12" Storm Pipe	Ln Ft	250	\$55.00	\$13,750.00
6	18" Storm Pipe	Ln Ft	775	\$50.00	\$38,750.00
7	Storm Catch Basin	Ea	8	\$3,200.00	\$25,600.00
8	Storm Manhole	Ea	7	\$3,500.00	\$24,500.00
9	Fire Hydrant Assembly	Ea	1	\$10,000.00	\$10,000.00
10	30" Curb and Gutter	Ln Ft	2030	\$24.00	\$48,720.00
11	5" Concrete Sidewalk	Sq Yd	450	\$50.00	\$22,500.00
12	Concrete Valley Gutter	Sq Yd	45	\$60.00	\$2,700.00
13	Geotextile Material Separation Fabric	Sq Yd	3825	\$2.00	\$7,650.00
14	6" Base Course	Sq Yd	3825	\$5.50	\$21,037.50
15	4" Plant Mix Pavement	Sq Yd	3825	\$25.00	\$95,625.00
16	4" Asphalt Patch	Sq Yd	300	\$34.00	\$10,200.00
17	4" Concrete Patch	Sq Yd	40	\$80.00	\$3,200.00
18	Traffic Sign	Ea	4	\$350.00	\$1,400.00
19	Temporary Traffic Control	LS	1	\$5,500.00	\$5,500.00
20	Storm Water Control	LS	1	\$1,500.00	\$1,500.00
Base Bid Total:					\$384,307.00



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

February 12, 2021

Mr. Scott Baxter, PE
City of Casper
200 North David Street
Casper, Wyoming 82601

***RE: Industrial Avenue Drainage and Surfacing Improvements, Spruce St. to Elm St.,
Award Recommendation***

Mr. Baxter:

On February 11, 2021 bids were received from Crown Construction, Wayne Coleman Construction, 71 Construction, Ramshorn Construction, Andreen Hunt Construction, Knife River, Treto Construction, Installation and Service Company, and Oftedal Construction. Wayne Coleman Construction submitted the low bid of \$384,307.00. We have reviewed the Bid Tabulation and find them mathematically correct.

We recommend awarding the Contract to Wayne Coleman Construction for their bid amount of \$384,307.00.

Please contact me with any questions.

Sincerely,
WLC Engineering and Surveying

Jason L. Meyers, PE
Project Manager

RESOLUTION NO.21-26

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE INDUSTRIAL AVENUE DRAINAGE AND SURFACING IMPROVEMENTS – SPRUCE TO ELM, PROJECT NO. 19-068.

WHEREAS, the City of Casper desires to reconstruct a portion of Industrial Avenue from Spruce Street to Elm Street; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the Industrial Avenue Drainage and Surfacing Improvements – Spruce to Elm, Project 19-068; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, Inc., for those services, in the amount of Three Hundred Eighty-Four Thousand Three Hundred Seven and 00/100 Dollars (\$384,307.00).

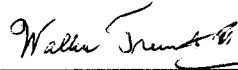
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Eighty-Four Thousand Three Hundred Seven and 00/100 Dollars (\$384,307.00), and Fifteen Thousand Six Hundred Ninety-Three and 00/100 Dollars (\$15,693.00) for a construction contingency account, for a total price of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:

(Industrial Avenue Drainage and Surfacing Improvements – Spruce to Elm, Project 19-068)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

January 27, 2021

MEMO TO: J. Carter Napier, City Manager *cn*
FROM: Liz Becher, Community Development Director *lb*
M. Jeremy Yates, MPO Supervisor
SUBJECT: Traffic Counts FY 2021-2023 Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, March 2, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with All Traffic Data Services for the FY 2021-2023 traffic counts data collection services for three (3) consecutive years in an amount not to exceed \$90,000.00.

Summary:

Since 1996, the Casper Area Metropolitan Planning Organization (MPO) has been involved in the Highway Performance Monitoring System (HPMS) program mandated by Congress through the Intermodal Surface Transportation Efficiency Act of 1991. Each year the MPO obtains traffic counts on arterial and collector roads specified by the Wyoming Department of Transportation (WYDOT). The counts are performed on approximately one-third of the system each year in the Casper urbanized area. The urbanized area includes the Towns of Evansville, Bar Nunn, Mills, the City of Casper, and portions of Natrona County.

A Request for Proposals was released on October 9, 2020. Four consulting firms responded with proposals by the November 6, 2020 deadline. Proposals were reviewed by a selection committee consisting of MPO Technical and Policy Committee members and staff: Jeremy Yates, Julianne Monahan, Andrew Beamer and Glenn Januska.

The committee ultimately selected All Traffic Data Services based in Denver, Colorado, to partner with the MPO to complete the annual traffic counts for three years based on their overall proposal quality, exemplary references, qualifications, experience, and work plan and schedule.

The proposed project will include:

- Performing traffic counts and data analysis at approximately three hundred (300) locations throughout the Casper area for a twenty-four consecutive hour period each year;

- Data submission in ArcGIS format to be incorporated into the Natrona Regional Geospatial Cooperative to be used by the public and all transportation and engineering related agencies within the Casper area;
- Counts will be collected in the spring of 2021, 2022, and 2023 during the work week and when Natrona County Schools are in session.

Financial Considerations:

The proposed contract shall not exceed \$90,000. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$90,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project. This \$90,000 will be dispersed throughout a three (3) year period, with no more than \$30,000 to be dispersed in a single fiscal year.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this 8th day of February, 2021, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).

2. All Traffic Data Services, 9660 West 44th Ave, Wheat Ridge, Colorado 80033 (“Consultant”).

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

RECITALS

A. Pursuant to this Contract, the City is undertaking professional services for FY 2021-2023 Traffic Counts, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. **SCOPE OF SERVICES.**

The Consultant shall perform the FY 2021-2023 Traffic Counts as follows:

Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all

applicable provisions of federal, state and local laws. No other warranties, expressed or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Project shall consist of three (3) phases with each phase occurring on an annual basis in fiscal years 2021, 2022, and 2023.

C. Each phase shall be completed before May 31st of each year.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Ninety Thousand Dollars (\$90,000.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted upon successful completion and acceptance of each task by the City in writing. It is understood that Owner will retain five percent (5%) of each Project Phase cost, as outlined in Exhibit A of the Agreement, until the Community Development Director provides written notice of final acceptance of each phase. The cost of each project phase is broken down as outlined:

	Total Cost	5% of Phase Cost
Phase 1 – Year 2021	\$30,000	\$1,500
Phase 2 – Year 2022	\$30,000	\$1,500
Phase 3 – Year 2023	\$30,000	\$1,500

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

*** The remainder of this page is intentionally left blank ***

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation, as OWNER:

Steven K. Freel
Mayor

WITNESS:

By: _____

Printed name: _____

Title: _____

All Traffic Data Services as Consultant:

By: 

Printed name: Dawn Boivin

Title: Chief Operating Officer

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **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:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant 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 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.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **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 the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial 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), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant 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.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of two (2) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant 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 the Consultant’s profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement 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.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant’s failure to perform any of the Consultant’s duties and obligations hereunder or in connection with the negligent performance of the Consultant’s duties or obligations,

including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant 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 the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form 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).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
 - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Section Reserved for Later Use.**
- OO. **Taxes.** The Consultant 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.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.
- QQ. **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 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.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner 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 Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or

disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

BBB. Ownership of Project Materials. It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. Findings Confidential. All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

DDD. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. Intent. Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

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EXHIBIT “A”

SCOPE OF SERVICES, PROJECT BUDGET, SCHEDULE

SCOPE OF SERVICES

The professional services to be rendered by the Consultant shall be as necessary to collect traffic data at various locations within the Casper urbanized area for each of the next three (3) calendar years beginning in 2021.

1. Gather Data

- a. The Consultant will perform traffic volume counts at a minimum of three hundred (300) locations for a twenty-four consecutive hour period each year.
- b. The Consultant will perform the counts and examine the data under the supervision of professional staff of the MPO member jurisdictions.
- c. As necessary, the Consultant will consult with professional staff of the MPO and the City of Casper GIS Division to determine the exact scope of services, method of counting, count locations, types of counters to be used, frequency of counts, and other pertinent data necessary to perform a successful count.
- d. The Consultant will consult with the MPO to obtain current street centerline information to which traffic counts will be tied. The traffic count data will be submitted in **ArcGIS format, either a shape file or geodatabase, or both**. The count data will include the City GIS street centerline unique ID number and intersection ID number and the GIS table structure for the required count data. The required count data structure and street centerline data will be provided to the consultant.
- e. Counts will be collected in the spring of 2021, 2022, and 2023 during the work week and when Natrona County schools are in session, completing the counts no later than May 31st of each year. The Consultant will coordinate the counts with the staff referenced above.
- f. The MPO will inform the Consultant of construction activities that may affect count locations. Counts performed in these areas will be completed either before or after construction.
- g. The City of Casper and WYDOT will provide any other relevant information pertinent to the study.

2. Equipment

- a. The Consultant will be expected to have its own equipment necessary to complete the project.

3. Reports

- a. The Consultant will provide to the MPO one (1) copy of the complete report each year for archival purposes in booklet form, and the booklet will include all counts at the end of each count year.

- b. The Consultant will also provide all counts electronically. The Consultant will provide the counts in Microsoft Excel 2016 format or better which is compatible with the City of Casper's GIS system as stated above. The City will provide electronic copies of previous years' counts to the Consultant as a template for the required final hard copy reports.

SCHEDULE

The first week Consultant will create a work plan to include locations to be completed along with routes to guide staff efficiently. The following 2-3 weeks Consultant will complete 100-150 sites each week and this project will be completed and delivered within five weeks from start of counts. Any recounts or inclement weather delays will be completed the week following the original scheduled date. Data will only be collected while Natrona County schools are in session, which will be confirmed each week based on the current pandemic conditions.

BUDGET

Service: 24hr daily traffic count

Cost: \$100.00 per location

Total data collection effort will be \$30,000/year and \$90,000 for the three-year term of this contract.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on May 21, 2020 for Traffic Counts; and,

WHEREAS, on January 8, 2021, the Consultant Selection Committee approved the hiring of All Traffic Data Services, 9660 West 44th Ave, Wheat Ridge, Colorado 80033, to complete the Traffic Counts.

WHEREAS, All Traffic Data Services is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with All Traffic Data Services to complete the 2021-2023 Traffic Counts in accordance with the scope of work and schedule included in this Agreement, for a contract amount of Ninety Thousand Dollars (\$90,000).

PASSED AND APPROVED THIS ___ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Foreman
Chairperson

EXHIBIT "C"

NOTICE TO CONSULTANT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, All Traffic Data Services., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

*** The remainder of this page is intentionally left blank ***

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Dawn Boivin, am the COO of and duly authorized representative of the firm of All Traffic Data Services and that neither I, nor the above firm I here represent, has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

February 8, 2021
Date


Signature

Dawn Boivin
Printed Name

Chief Operating Officer
Title

EXHIBIT "E"
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

Date _____

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Colorado) ss

COUNTY OF Jefferson) ss

I, Dawn Boivin, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Dawn Boivin

Chief Operating Officer

Title

Subscribed in my presence and sworn to before me this 8th day of February, 2021, by:

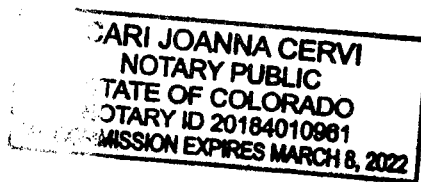
Cari Cerri

Cari Cerri

Notary Public

03/08/2022

My Commission Expires



RESOLUTION NO.21-27

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND ALL TRAFFIC DATA SERVICES FOR THE FY 2021-2023 TRAFFIC COUNTS IN AN AMOUNT OF NINETY THOUSAND DOLLARS AND ZERO CENTS (90,000.00)

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on May 21, 2020, for Traffic Counts, not to exceed Ninety Thousand Dollars (\$90,000.00); and,

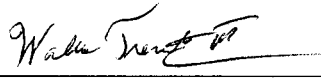
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in traffic counts on October 9, 2020; and,

WHEREAS, the Project Selection Committee selected All Traffic Data Services to complete the FY 2021-2023 traffic counts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and All Traffic Data Services on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) for traffic counts.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

March 2, 2021

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Casper Housing Authority Board Appointment

Meeting Type & Date
Regular Council Meeting, March 2, 2021

Action Type
Minute Action

Recommendation:
That Council, by minute action, authorize the appointment of Mr. Kenneth Bates to the Casper Housing Authority Board of Commissioners.

Summary:
The Casper Housing Authority has an open position on their Board of Commissioners. They advertised this opening for one week on their website and the City of Casper's Facebook page.

The Housing Authority Board recommends approval of Mr. Bates. This would be the first term for him beginning March 31, 2021 and ending on December 31, 2025. He would be eligible to apply for reappointment for an additional five (5) year term after his first term expires.

Financial Considerations:
No financial considerations.

Oversight/Project Responsibility:
Casper Housing Authority Board of Commissioners.

Attachments:
Casper Housing Authority Letter
Advertisement
Ken Bates resume



Healthy Homes Healthy Families

February 11, 2021

To: Mayor Steve Freel
City Council of the City of Casper
Mr. Carter Napier, City Manager

RE: New Board Member
Housing Authority of the City of Casper

Dear Mayor Freel, Council Members and City Manager, Napier,

The Board of Commissioners respectfully request consideration of Mr. Kenneth Bates for appointment to the Board of Commissioners of the Housing Authority of the City of Casper.

Per your request, the position has been advertised. A copy is attached.

Mr. Bates resume is attached, as well. If you need any further information, please don't hesitate to contact me at any time.

Respectfully Submitted,

Kim Summerall-Wright
Executive Director



145 North Durbin, Casper, Wyoming 82601-7123
Phone 307-266-1388 Fax 307-237-4869 www.chaoffice.org



EQUAL HOUSING
OPPORTUNITY

179



Healthy Homes, Healthy Families

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BOARD OF DIRECTORS

CASPER HOUSING AUTHORITY IS NOW TAKING APPLICATIONS FOR ONE OPEN POSITION ON THE BOARD OF COMMISSIONERS.

TO APPLY, PLEASE SEND RESUME AND LETTER OF INTEREST TO KSWRIGHT@CHAOFFICE.ORG

About

Vision: Creating dynamic communities where people thrive.

Mission: The Casper Housing Authority provides quality affordable housing that is well integrated into the fabric of neighborhood's and serves as a foundation to improve lives and advance resident independence.

[Read More](#)

Services

- Public Housing
- Section 8 HCV Vouchers
- VASH Vouchers
- SRO - Single Room Occupancy
- Mod Rehab
- 202 - Group Homes
- Housing First
- FSS - Family Self Sufficiency
- Project Based Vouchers
 - CentrePointe Apartments
- LUSK Housing Authority

[Read More](#)

How to Apply:

All housing applications are available online by clicking on the **ONLINE APPLICATION** link below. Apply for everything in which you may be qualified.

Make sure your contact information is current at all times.

ONLINE APPLICATION

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Contact Us:

145 N. Durbin Street
 Casper, WY 82601
info@chaoffice.org
 Tel: 307.266.1388

Find Us:

Kenneth O. Bates

Contact Details

209 Indian Paintbrush St.
Casper, WY 82604
P: (307) 253-0122
E: kibates5@gmail.com

PERSONAL STATEMENT

Casper Housing Authority's vision of creating dynamic communities where people thrive and their mission of integrating these affordable communities into existing neighborhoods aligns with my desire to work with residents of all socioeconomic backgrounds to achieve and maintain stability within our community. As the liaison between Casper City Council and the Casper Housing Authority Board for two years, I found the time enjoyable and fulfilling and desire to continue working with this organization that plays such a pivotal role in the health of our community.

EXPERIENCE

Professional Work Experience

Natrona County School District

- Strategic Planning: Ensured team goals, such as arrival and departure times, were met and all resources used efficiently.
- Problem Solving: Identified trouble areas, such as a bottle neck of students transferring between busses, and creatively solved those areas within budget constraints.
- Volunteer Management: Lead and directed volunteers to obtain the team directive of all areas being sufficiently supervised to ensure the safety and well being of students on premises.
- Traffic Flow Management: Evaluated and planned efficient traffic flows of bus routes and student bus transfers.

Youth Crisis Center (YCC)

- Worked collaboratively with other non-profit organizations such as Mercer House to achieve interagency objectives.
- Assisted in the organization of the sled dog races, a successful annual multi-faceted fundraiser.
- Acquired donations of goods, services, and money for the organization and the various fundraising events.
- Redesigned group home program to better align with organizations stated goals and directives.
- Served on the planning and design team for the new building as supervisor for YCC

VOLUNTEER

Current:

Casper Planning and Zoning Board
Member


Previous:

City Council Liaison
Casper Housing Authority
Casper Utilities
Casper Planning and Zoning
Casper Historical Preservation
Casper Natrona County Health
Natrona County Restorative Justice
Special Olympics
Swim Coach

TRAINING AND CERTIFICATES

2015: How to Excel at Supervising & Managing People
2015: Crisis Intervention Training
By Casper Police Department and Natrona County Sheriff Department
2015-2016: Meth and Substance Abuse Conference
2015-2016: Suicide Prevention Conference
2017: Youth Mental Health First Aid
2017: Restorative Justice Symposium
2019: Homeless Education and Awareness
2020: Cultural Sensitivity and Discrimination Free Interactions
2020: Anger Management and Conflict Resolution
2020: Social Media: Personal and Professional Use

March 2, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager
Renee Jordan-Smith, Executive Assistant

SUBJECT: Adopt Guidelines for Proclamation Requests

Meeting Type & Date

Regular Council Meeting, March 2, 2021

Action Type

Minute Action

Recommendation:

That Council, by minute action, adopt guidelines for proclamation requests submitted to the City of Casper.

Summary:

The City of Casper Mayor often provides and presents proclamations to acknowledge commemorative observances for special causes, honor individuals, or celebrate events. By implementing guidelines, Casper will create a consistent method for citizens to request the documents and the Mayor's time as well as proactively avoid requests that may be questionable.

Council reviewed these guidelines at the work session on February 2, 2021, and provided guidance on the key items. The guidelines have been adjusted and are presented for adoption. After adoption, a web page and email address will be created to process requests.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Renee Jordan-Smith, Executive Assistant

Attachments

City of Casper Proclamation Guidelines (Fin. Mar2021)

CITY OF CASPER PROCLAMATION GUIDELINES (Fin. Mar2021)

Proclamations are issued by the Casper City Mayor to honor and celebrate events, recognize programs and nonprofit organizations, call out other achievements or increase public awareness of noteworthy causes. Requests are reviewed on a case-by-case basis and are honored at the Mayor's discretion and subject to the guidelines of this policy.

Proclamations are Strictly Ceremonial

A proclamation does not necessarily indicate the Mayor, City Council, or City of Casper endorses your program or activity. The documents are not legally binding and should not be interpreted as a policy endorsement. No such implication should be made by you or the organization when you are publicizing your event or activity. No proclamation shall be used as a part of an advertisement or commercial promotion without the express permission of the Mayor's Office.

Who Can Request a Proclamation:

- Each proclamation request must come from a Casper resident and/or organization. A Natrona County resident may request a proclamation if the event is held within the city limits of Casper.
- Commercial (for-profit) entities are not eligible for proclamations.
- Causes or events outside of the City of Casper are not eligible for proclamations, unless a local Casper chapter or office makes the request.

Proclamations Will be Issued For:

Proclamations are ceremonial documents signed by the Casper City Mayor and will be generally issued for:

- Public awareness campaigns
- Nonprofit organizations
- Charitable fundraising campaigns
- Arts and cultural celebrations
- Recreational events
- Conferences
- Other requests will be reviewed on a case by case basis

Proclamations Will Not be Issued For:

- Matters of political controversy
- Ideological or religious beliefs
- Pending ballot or legislative issues
- Campaigns or events contrary to City policies
- Duplicative requests. Requests that are similar to already issued proclamations may be declined

Other:

- An organization does not have exclusive rights to the day, week or month of their proclamation
- Other organizations can share the day, week or month of a proclamation
- Only one proclamation request per organization annually
- Proclamations are not automatically renewed. Requests must be made on an annual basis
- Proclamations that duplicate other similar requests may be denied
- The Mayor's Office reserves the right to modify or deny any proclamation request
- The Mayor's Office reserves the right to determine the type of document to be issued. A letter of welcome, congratulatory letter, or certificate of recognition could be an alternative where proclamation criteria are not met.

How to Request a Proclamation:

All requests for proclamations must be submitted in writing and include:

1. The contact person's first and last name, organization, mailing address, phone numbers (work/home and mobile), and e-mail address.
2. The specific date (day, week, or month) and title to be proclaimed.
3. The date the proclamation is needed.
4. Include how you would like to receive the proclamation -- by MAIL or held for PICK-UP or PRESENTED by the Mayor at an event or Council meeting.
 - If you would like it to be mailed, be sure to include sufficient time to receive the hard copy via postal mail. We will mail the proclamations at no cost.
 - If you would like the Mayor to present it at an event, please provide the following information: description/type of event; details of event including date; time to be there to present proclamation; location including street address; contact person at the event; and any other pertinent details.
 - Proclamations are often presented at a regular session City Council meeting (generally on the first and third Tuesday of each month). Proclamations and recognitions to be presented at a Council meeting are to be limited to 3 per meeting.
 - Proclamations and recognitions are presented at the beginning of the meeting. It is advised that you arrive a few minutes before the start time of the meeting.
 - If you would like your proclamation to be presented at a Council meeting, there must be at least one representative in attendance to accept it. Provide the name of the attendee to city staff at least one week before the date it is scheduled to be presented.
 - If you or anyone in your party has mobility issues or other accommodations needed, please let the Mayor's Office know beforehand so that we can assist you during the meeting.
 - The Mayor will begin by reading the proclamation. At that time, you may come forward and accept the proclamation, then say a few words at the podium. You may bring others with you.
 - Please identify yourself and anyone else with you by name and your organization and title. You may make brief comments (about 3-5 minutes).
 - After accepting the proclamation or recognition, you may be seated or feel free to leave the meeting.
5. Please submit your request for a proclamation no later than 2 weeks before the proclamation date.
6. Requests will be accepted no more than 3 months in advance.
7. Proclamations will be delivered no more than 2 weeks in advance of the proclamation date.
8. Your request will go through an internal review; therefore, it is very important to submit your request by the deadline.
9. Given that you know the background of your event or program, you will need to create the first draft of the proclamation.
10. The body of a proclamation (the "whereas" sections) is limited to:
 - 250 words and 4-6 "whereas" sections.
 - Proclamations must fit on a single, letter-sized page and be in 12 point font with room remaining for the Mayor's signature and the City Seal of Casper, Wyoming.
 - A sample Proclamation is below for your assistance.
11. The proclamation will be edited or revised if City staff deems it necessary.
12. Submit your request to: ProclamationRequest@casperwy.gov