

REGULAR COUNCIL MEETING  
Tuesday, August 4, 2015  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

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

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

2015 CITY COUNCIL GOALS

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

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

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

<b>Council Goals Scorecard</b> <i>Actions to Date</i>
<b>6</b>
<b>41</b>
<b>20</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 14, 2015 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 21, 2015
4. CONSIDERATION OF MINUTES OF THE JULY 21, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 29, 2015
5. CONSIDERATION OF BILLS AND CLAIMS
6. PUBLIC HEARING

A. Resolution

1. Consideration of an **Appeal of Decision of the Planning and Zoning Commission to Deny a Conditional Use Permit** for a **Detached Accessory Structure (Carport)**, in an R-3 (One to Four Unit Residential) Zoning District, on Lots 139-140, Block 24, North Casper Addition, Located Directly North of the Principal Building at **1134 North Lincoln Street**.

7. THIRD READING ORDINANCES

A. Consent

1. Approving the **Final Plat** of the **YMCA Addition**, a Plat of the S1/2SE1/4, Section 9, and N1/2NE1/4, Section 16, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, Located at **315 E 15<sup>th</sup> Street**.
2. Amending Certain Sections of **Chapter 6.04** of the **Casper Municipal Code**, Pertaining to **Animal Care and Control** and 17.12 of the Casper Municipal Code Pertaining to Zoning, **Bees**.

2015 Goals		
Downtown	Infrastructure	Recreation

8. SECOND READING ORDINANCES

A. Consent

1. Consideration of a **Zone Change** of Lot 1, YMCA Addition, located at **315 East 15<sup>th</sup> Street**, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).

8. SECOND READING ORDINANCES (continued)

A. Consent

2. Consideration of a **Zone Change** of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, **Casper Addition**, located at **1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street**, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential).
3. Consideration of an Amendment to the Casper Municipal Code to **Allow Chickens within the City Limits**.

9. FIRST READING ORDINANCE

A. Consent

1. **Amending Section 9.24.040** of the Casper Municipal Code, Pertaining to **Prostitution**.

10. RESOLUTIONS

- A. Authorizing Agreement with **71 Construction, Inc.**, in the Amount of \$240,000, for the **Carnation Street Improvements Project**.
- B. Authorizing Agreement with **Knife River, Inc.**, in the Amount of \$2,380,103, for the **West Yellowstone Highway and Walnut Street Reconstruction Project**.
- C. Consent
  1. Authorizing a Software License Agreement with **ABM Software**, in the Amount of \$155,300, for the Purchase of **Confidential Information Management Risk Mitigation Software**.
  2. Authorizing Change Order No. 1 with **Caspar Building Systems, Inc.**, in the Amount of \$127,996, for the **Mike Sedar Pool Project**.
  3. Authorizing Change Order No. 1 with **Grizzly Excavating and Construction, LLC**, for an Increase of \$60,533.80, for the **1st Street Improvements Project No. 14-06**.
  4. Authorize **Mortgage Release, 611 Lind Avenue**, James E. Jones, Jr.
  5. Approving a Memorandum of Understanding between the **City of Casper, Town of Mills, and Natrona County** for the Adoption and Enforcement of the **West Belt Loop Access Management Plan**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

10. RESOLUTIONS (continued)

C. Consent

6. Authorizing the Sole-source Purchase of Five (5) **Motorola APX7000XE Portable Radios** and Batteries, in an Amount not to Exceed \$23,985.50.
7. Declaring the **Hogadon Red Chair Lift as Surplus Property**, and Authorizing the Sale of the Same to the Highest Bidder.
8. Approving a Resolution of Support for a **Wyoming Business Council BRC Business Committed Grant Application**, for the **Economic Development Joint Powers Board**.
9. Consenting to the Sale of the Former Star Apartment Building Complex by the **Casper Housing Authority** for its Renovation into the **CentrePointe Tax Credit Renovation Project**.
10. Approving a Contract with **Civil Engineering Professionals, Inc.**, in an Amount not to Exceed \$30,000, for **Trails and Pathways Coordination Services**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
X		
X	X	X

11. MINUTE ACTION

A. Consent

1. Authorizing the **Reappointments** of Brian Scott Gamroth, Sona Rummel, and Brandon Daigle to the **Downtown Development Authority Board of Directors** to Additional Four (4) Year Terms Beginning June 30, 2015 – June 30, 2019.
2. Authorizing the Issuance of a **Taxicab Company License** to Doug Esterline, d.b.a. **NC Cab**, Located at 304 South Kenwood Street, Casper, Wyoming.
3. Acknowledging a **Change in the Corporate Ownership** Information of a Bar and Grill Application for Screamin’ Hot Wyoming, LLC, d.b.a. **Buffalo Wild Wings**.

12. COMMUNICATIONS

A. From Persons Present

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

## 14. ADJOURNMENT

Upcoming Council meetings

### **Council meetings**

Tuesday, August 18, 2015 – Council Chambers

Tuesday, September 1, 2015 – Council Chambers

### **Work sessions**

4:30 p.m. Tuesday, August 11, 2015 – Council meeting room

7:00 a.m. Friday, August 25, 2015 – Council meeting room

4:30 p.m. Tuesday, August 28, 2015 – Council meeting room

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### ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
July 14, 2015

Casper City Council met in special session at 4:35 p.m., Tuesday, July 14, 2015. Present: Cathey, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell. Absent: Councilman Hedquist.

Moved by Councilman Johnson, seconded by Councilman Sandoval, to, by minute action, excuse the absence of Councilman Hedquist. Mayor Powell and Councilmen Johnson and Powell voted aye. Motion failed.

Judith Studer, Attorney at Law, was present to act as City Council counsel. Ms. Studer provided a brief report on the selection of the lowest qualified, responsible bidder for the Casper Family YMCA Site Utilities Project.

Following resolution read:

RESOLUTION NO. 15-206  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
GRIZZLY EXCAVATING AND CONSTRUCTION, LLC, FOR  
THE CASPER FAMILY YMCA SITE UTILITIES, PROJECT  
NO. 15-31.

Moved by Councilman Sandoval, seconded by Councilman Johnson to suspend the rules to allow Michael Lansing to address Council. Councilmen Cathey, Hopkins, and Schlager voted nay. After some discussion of the requirements for the vote to pass, Councilman Schlager voted aye. Motion passed.

Michael Lansing, 3411 Carmel Drive, addressed City Council regarding the selection of the lowest qualified responsible bidder for this project.

After a brief discussion, Council voted on the resolution. Councilman Mundell voted nay. Motion passed.

Ms. Studer left the meeting and City Attorney Luben joined the meeting.

Following resolution read:

RESOLUTION NO. 15-207  
A RESOLUTION AUTHORIZING A CONTRACT WITH  
STRATEGIC GOVERNMENT RESOURCES (SGR) TO ASSIST  
WITH RECRUITMENT AND SELECTION OF A CITY  
MANAGER.

Councilman Mundell presented the foregoing resolution for adoption. Seconded by Councilman Cathey.

City Manager Patterson provided a brief report. A vote on the resolution resulted in all ayes, except Councilman Sandoval voted nay. Motion passed.

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

The meeting was adjourned at 4:55 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
July 21, 2015

Council met in a special session at 5:30 p.m., Tuesday, July 21, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Sandoval, Schlager and Mayor Powell. Absent: Councilman Pacheco.

At 5:30 p.m., it was moved by Councilman Mundell, seconded by Councilman Johnson, to adjourn into executive session to discuss property acquisition. Motion passed. Councilman Hedquist recused himself, and left the room.

At 5:58 p.m., it was moved by Councilman Cathey, seconded by Councilman Sandoval, to adjourn the executive session. Motion passed.

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 21, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Sandoval, and Mayor Powell. Absent: Councilman Pacheco. Also, Councilman Schlager became unavailable and was not present for voting during roll or subsequent votes, and was later excused by Council.

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

Mayor Powell and a few young people from the audience led the Pledge of Allegiance.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve the minutes of the July 7, 2015, regular Council meeting, as published in the Casper-Star Tribune on July 13, 2015. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve payment of the July 21, 2015, bills and claims, as audited by City Manager Patterson. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Park Ridge Behavioral Healthcare. Motion passed.

Bills & Claims  
07/21/15

71Construction	Projects	\$3,823.10
AAALandscaping	Services	\$1,047.25
ABertapelle	Refund	\$54.18
AccentEnv	Goods	\$640.64
Adecco	Services	\$4,049.10
AdvancedTrafficProducts	Goods	\$30,686.00
AMBI	Services	\$1,486.32
AmericanTitle	Services	\$85.00
ArrowheadHeating	Services	\$180.00
B&BSales	Services	\$2,462.59

BankOfAmerica	Goods	\$237,576.74
Brenntag	Goods	\$18,645.28
BWilliams	Reimb	\$88.10
CarolinaSoftware	Services	\$1,392.51
CasperMtnFireDistrict	Services	\$7,500.00
CasperMunicipalBand	Funding	\$123,974.44
CBraastad	Refund	\$58.62
Centurylink	Services	\$11,700.43
CHanamaikai	Reimb	\$500.00
CJCrowe	Reimb	\$81.90
CMcauley	Refund	\$18.85
CrimeSceneInfo	Services	\$86.25
DaleBuckinghamArchitects	Projects	\$4,297.08
DaveLodenConstruction	Projects	\$500.00
DBoone	Refund	\$1,500.00
Dell	Goods	\$7,336.83
DeltaDental	Services	\$32,031.65
DesertMtn	Goods	\$4,980.30
DFS	Services	\$120.00
ExprsGarageDr	Services	\$65.00
FirstData	Services	\$49.57
FirstInterstateBank	Services	\$1,754.60
FISERV	Refund	\$60.00
FoodSvcsOfAmerica	Goods	\$131.16
GHvastkovs	Refund	\$18.57
GMarshInc	Services	\$27,589.05
GolderAssociates	Services	\$10,263.80
Good2GoStores	Goods	\$381.99
GreensSewer	Services	\$242.00
GreenTreeArbor	Services	\$1,459.76
Greiner	Goods	\$27,581.00
HarrisComputer	Services	\$72,681.77
Hawkins	Goods	\$952.50
HewlettPackard	Goods	\$15,627.91
HighPlainsConstruction	Goods	\$65,222.01
Homax	Goods	\$4,981.09
Installation&Svc	Projects	\$347.00
InterColiseumsCo	Services	\$8,056.43
JClark	Reimb	\$102.24
JGray	Reimb	\$17.00
JImel	Reimb	\$75.00
JKnopp	Reimb	\$2,659.40
JMaki	Reimb	\$500.00
JMartinez	Reimb	\$12.43
JTLGroup	Services	\$14,580.08
KHallock	Reimb	\$167.61

KThompson	Refund	\$31.07
LaborReady	Services	\$16,694.64
LINA	Services	\$306.29
LongBuildingsTech	Services	\$29,478.00
Manpower	Services	\$979.20
MBahe	Reimb	\$346.73
McMurryReadyMix	Goods	\$1,436.50
MDean	Reimb	\$22.35
Microniche	Fees	\$1,400.00
MJohnston	Refund	\$150.97
MSchafer	Refund	\$500.00
MunicipalCodeCorp	Goods	\$746.41
NationalBenefitServices	Services	\$407.10
NatlDevelopmentCouncil	Services	\$833.33
NC Clerk	Services	\$315.00
NCSheriffsOffice	Funding	\$7,500.00
NevesUniforms	Goods	\$10,156.15
NicolaysenMuseum	Funding	\$12,222.22
OfficeStateLands	Services	\$232,247.34
OlsonAutobody	Services	\$4,899.27
OneCallofWy	Services	\$729.75
PlatteRiverParkwayTrust	Funding	\$500.00
PNiper	Reimb	\$203.00
ProforceLawEnforcement	Goods	\$527.47
Pubworks	Goods	\$4,740.00
QuinnsRentalServ	Refund	\$54.67
RegionalWater	Services	\$617,408.81
ResourceStaff	Services	\$4,141.06
RockyMtnPower	Services	\$132,937.52
RRose	Refund	\$67.01
RYoung	Reimb	\$48.47
SaltusTech	Goods	\$9,800.00
SDunnuck	Reimb	\$136.49
SourceGas	Services	\$2,925.06
SSchulte	Reimb	\$265.24
StantecConsultingSvcsInc	Projects	\$3,757.32
StarLineFeeds	Goods	\$542.20
SuperiorStructures	Goods	\$5,928.00
SyscoFoodSvcs	Goods	\$2,326.07
TBuckallew	Reimb	\$92.15
TElhart	Reimb	\$11.70
Terracon	Goods	\$4,610.64
TestAmLab	Services	\$3,180.00
TheSanbornMapCo	Services	\$79,970.87
TSheehan	Reimb	\$130.75
TVEyes	Services	\$1,500.00

VentureTech/ISC	Services	\$1,148.93
Viewpoint	Services	\$2,700.00
VisionServicePlan	Services	\$1,405.60
WardwellWater&Sewer	Services	\$47.02
WChambers	Reimb	\$261.39
WERCSCCommunications	Services	\$2,006.50
WesternIdentification	Services	\$7,421.00
WesternWaterConsult	Services	\$17,903.79
WMorrison	Refund	\$19.32
WolfGangOfWY	Services	\$3,833.33
WyAssocMunicipalities	Services	\$44,425.00
WyAssocRiskManagement	Services	\$980,384.00
WyBoardPharmacy	Services	\$80.00
WyBusinessCoalition	Services	\$5,090.00
WyDeptRevenue	Taxes	\$27,624.40
WyLawEnforcementAcademy	Services	\$4,847.00
WyNotaryDivision	Goods	\$30.00
WyPeaceOfficers	Services	\$200.00
YouthCrisisCenter	Funding	\$4,327.45
		\$3,053,443.68

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by minute action: establish August 4, 2015, as the public hearing date for consideration of an appeal of the decision of the Planning and Zoning Commission to deny a Conditional Use Permit for a detached accessory structure (Carport), in an R-3 (One to Four Unit Residential) Zoning District, on Lots 139-140, Block 24, North Casper Addition, located directly North of the principal building at 1134 North Lincoln Street. Motion passed.

Mayor Powell opened the public hearing for the consideration of the zone change for Lot 1, YMCA Addition.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated July 15, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated July 9, 2015. City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the zone change, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 17-15  
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT  
1, YMCA ADDITION SUBDIVISION IN THE CITY OF  
CASPER, WYOMING.

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

Mayor Powell opened the public hearing for the consideration of the zone change of a portion of South Boxelder Street.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated July 15, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated July 9, 2015. City Manager Patterson provided a brief report.

Speaking in support was: Travis Rodriguez, 1050 South Boxelder.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 18-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 11, 13, AND 14 AND LOTS 16-17, BLOCK 139, AND LOTS 7-9, AND LOT 13 SOUTH 25 FEET, BLOCK 154, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilman Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Mundell. Councilman Sandoval asked if zone changes have a reciprocal change elsewhere or if it is tracked for future reference. City Planner, Craig Collins indicated that that is not the case. He stated that zoning varies based on the wishes of the owners and the market, and that this area will likely be studied closely during the comprehensive land use plan update. Motion passed.

Mayor Powell opened the public hearing for the consideration of the municipal code amendment to allow chickens within the City limits.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated July 13, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated July 9, 2015. City Manager Patterson provided a brief report.

Speaking in support was: Dee Kilber, 1333 South Washington Street; Lenora Mosier, 3065 East 4<sup>th</sup> Street; Renee Hardy, 246 East "G" Street; Randy Norvelle, 4241 Mink; Danica Sveda, 1823 South Chestnut; Robin Bisiar, 5489 Coates Road; Sarah Harris, 4475 Davis Road; Sharla Norvelle, 4241 Mink; Debby Reddy, 2150 Valcaro; and Erin Tower, 851 South Melrose.

Speaking in opposition was: Bonnie Foster, 2490 Allyson Place; Michael Reid, 1615 Luker Drive; and Ryan Stepp, 1440 Ivy Lane.

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

Following ordinance read:

ORDINANCE NO. 19-15  
AN ORDINANCE AMENDING CHAPTER 6.04 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO  
ESTABLISHING RULES AND REGULATIONS FOR THE  
KEEPING OF CHICKENS WITHIN THE CITY LIMITS

Councilman Sandoval presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Hopkins. Councilmen Cathey and Hedquist voted nay. Motion passed.

Mayor Powell indicated that Councilman Schlager had intended to attend the meeting and would now need to be excused from the meeting. Moved by Councilman Hopkins, seconded by Councilman Sandoval, to, by minute action, excuse the absence of Councilman Schlager. Motion passed.

Mayor Powell opened the public hearing for the assessing for demolition costs at 2118 South Jefferson Street.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated July 21, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated July 15, 2015. City Manager Patterson provided a brief report.

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

Following resolution read:

RESOLUTION NO. 15-208  
A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN  
THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED  
NINETY-FIVE DOLLARS AND 44/100 (\$13,695.44)

Councilman Mundell presented the foregoing resolution for adoption. Seconded by Councilman Johnson. Councilman Hedquist voted nay. Motion passed.

Mayor Powell opened the public hearing for the assessing for demolition costs at 1653 South Washington Street.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated July 21, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated July 15, 2015. City Manager Patterson provided a brief report.

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

Following resolution read:

RESOLUTION NO. 15-209  
A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN  
THE AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED  
TEN DOLLARS AND NO/100 (\$15,910).

Councilman Mundell presented the foregoing resolution for adoption. Seconded by Councilman Johnson. Councilman Hedquist voted nay. Motion passed.

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

ORDINANCE NO. 14-15  
AN ORDINANCE APPROVING AN ANNEXATION OF  
PROPERTY ADJOINING THE NORTH PLATTE  
RIVER, DIRECTLY ABUTTING THE PLATTE VIEW  
BLUFFS SUBDIVISION, LOCATED GENERALLY  
NORTHWEST OF THE INTERSECTION OF BEGONIA  
STREET AND LILAC STREET, BEING MORE  
PARTICULARLY DESCRIBED IN EXHIBIT "A"

WHEREAS, the City of Casper accepted, by Resolution No. 14-40, 6.7-acres, more or less, of property adjoining the North Platte River, directly abutting the Platte View Bluffs Subdivision, located generally northwest of the intersection of Begonia Street and Lilac Street, in a Portion of the NE1/4 Section 14, T.33N., R80W., 6th P.M., Natrona County Wyoming; and,

WHEREAS, a petition requesting the annexation of said 6.7-acres, more or less, has been signed by the Mayor of the City of Casper, as the authorized representative for the City of Casper; and,

WHEREAS, pursuant to W.S. § 15-1-407, the property being annexed is solely owned by the City of Casper; therefore, the City is not required to provide an annexation report as required by W.S. § 15-1-402(c) and (e) and § 15-1-404(a)(ii)(C) and (D); and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation of property adjoining the North Platte River, being more particularly described in Exhibit A, following a public hearing on March 24, 2015.

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

SECTION 1:

The annexation of 6.7-acres, more or less, of property adjoining the North Platte River, directly abutting the Platte View Bluffs Subdivision, located generally northwest of the intersection of Begonia Street and Lilac Street, in a portion of the NE1/4 Section 14, T.33N., R80W., 6th P.M., Natrona County Wyoming, and more particularly described by metes and bounds as set forth on Exhibit A, attached hereto, is hereby approved; 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 3:**

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

**EXHIBIT "A"**

A parcel of land located in and being a part of the NE1/4 of Section 14, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the N1/16 corner of the north/south centerline of aforementioned Section 14; thence S.0°59'42"W., 11.18 feet along the north/south centerline of said Section 14 to the GLO meander corner on the right bank of the North Platte River; thence N. 19°40'E., 218.34 feet along the right bank of the North Platte River as determined by the GLO meander line; thence N.43°58'01"E., 257.18 feet along the right bank of the North Platte River; thence N.68°14'28"E., 408.79 feet along the right bank of the North Platte River; thence S.76°13'28"E., 243.97 feet along the right bank of the North Platte River; thence S.49°57'13"E., 98.94 feet along the right bank of the North Platte River; thence S.52°12' 18"E., 158.30 feet along the right bank of the North Platte River; thence S.35°56'46"E., 263.89 feet along the right bank of the North Platte River; thence S.40°41'56"E., 59.37 feet along the right bank of the North Platte River; thence S.35°41'46"E., 62.15 feet along the right bank of the North Platte River; thence N.89°22'E., 240.00 feet to the approximate centerline of the North Platte River; thence N.43°58' W., 268.00 feet along the approximate centerline of the North Platte River; thence N.38°03'W., 295.00 feet along the approximate centerline of the North Platte River; thence N.61°33'W., 510.00 feet along the approximate centerline of the North Platte River; thence N.86°26'W., 150.00 feet along the approximate centerline of the North Platte River; thence S.72°33'W., 468.00 feet along the approximate centerline of the North Platte River; thence S.43°30'W., 173.53 feet along the approximate centerline of the North Platte River; thence S.0°59'42"W., 417.11 feet to the point of beginning. Said parcel contains 6.727 acres, more or less.

PASSED on 1st reading the 16<sup>th</sup> day of June, 2015.

PASSED on 2nd reading the 7<sup>th</sup> day of July, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 21<sup>st</sup> day of July, 2015.

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

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

**ORDINANCE NO. 15-15**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE YMCA ADDITION, COMPRISING 13.83 ACRES, MORE OR LESS.**

**ORDINANCE NO. 16-15**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 6.04 OF THE CASPER MUNICIPAL CODE, PERTAINING TO ANIMAL CARE AND CONTROL AND 17.12 OF THE CASPER MUNICIPAL CODE PERTAINING TO ZONING.**

Councilman Sandoval presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Johnson. Councilmen Cathey and Hedquist voted nay on Ordinance No. 16-15. Motion passed.

City Attorney Luben recused himself from the discussion and left the room. Judith Studer, Attorney at Law, came forward as City Council counsel.

Moved by Councilman Mundell, seconded by Councilman Sandoval, to defer the award of the contract (for Resolution No. 15-210) until the August 4, 2015, Council meeting. Councilman Hedquist abstained. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Sandoval, to defer the award of the contract (for Resolution No. 15-211) until the August 4, 2015, Council meeting. Councilman Hedquist abstained. Motion passed.

City Attorney Luben returned to the meeting.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-212

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 3, 4 AND THE NORTH 25 FEET OF LOT 5, BLOCK 19, NELSON'S ADDITION, TO CREATE NELSON'S ADDITION, LOTS 15, 16, 17 AND 18, BLOCK 19, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 15-213

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 2".

RESOLUTION NO. 15-214

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 3".

RESOLUTION NO. 15-215

A RESOLUTION ADOPTING THE 2015-2019 FIVE YEAR CONSOLIDATED PLAN AND ADOPTING THE 2015-2016 ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

RESOLUTION NO. 15-216

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

RESOLUTION NO. 15-217

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR RIVER RESTORATION.

RESOLUTION NO. 15-218

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE EAST 2<sup>ND</sup> STREET WATER MAIN LOOP PROJECT.

RESOLUTION NO. 15-219

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING, AND PLANNING, FOR PROFESSIONAL SERVICES FOR THE 2015 MISCELLANEOUS WATERLINE REPLACEMENTS.

RESOLUTION NO. 15-220

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR ELECTRICAL SERVICE FOR THE MIKE SEDAR POOL PROJECT.

RESOLUTION NO. 15-221

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING GAME AND FISH COMMISSION.

RESOLUTION NO. 15-222

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH KNIFE RIVER, INC., FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION –WYOMING BOULEVARD TO ARDON LANE PROJECT.

RESOLUTION NO. 15-223

A RESOLUTION AUTHORIZING THE CONTRACT WITH MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS (“MAHCP”), A MONTANA NON-PROFIT MUTUAL BENEFIT CORPORATION.

RESOLUTION NO. 15-224

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GPC ARCHITECTS, FOR PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE NEW HOGADON LODGE.

RESOLUTION NO. 15-225  
A RESOLUTION AUTHORIZING A CONTRACT FOR  
PROFESSIONAL SERVICES WITH COMMUNITY  
BUILDERS, INC.

Councilman Hedquist presented the foregoing fourteen (14) resolutions for adoption. Seconded by Councilman Cathey. A vote on the resolutions resulted in all ayes, except Councilman Mundell voted nay on Resolution No. 15-224, and Councilman Sandoval voted nay on Resolution No. 15-223. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by consent minute action, authorize expenditure of \$115,000 for fiscal year 2016 Community Promotions Events, as outlined in staff's report dated July 14, 2015. Motion passed.

Individuals addressing the Council were: Ryan Stepp, 1440 Ivy Lane, regarding the noise ordinance; Michael Reid, 1615 Luker Drive, regarding the awarding of a bar and grill license; Ryan Murphy, 242 North Lennox, regarding the noise ordinance; and Woody Giles, 290 East Magnolia, regarding property taxes.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 28, 2015, and at 7:00 a.m., Friday, July 31, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 4, 2015, in the Council Chambers.

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

The meeting was adjourned at 8:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

## 71 CONSTRUCTION, INC.

1629-4 RETAINAGE 12-49	(\$12,007.52)		
	<b>(\$12,007.52)</b>	<b>Subtotal for Dept.</b>	Capital Projects
1629-4 FT CASPER PEDESTRIAN UNDERPASS	\$35,621.18		
1629-4 FT CASPER PEDESTRIAN UNDERPASS	\$101,362.42		
1629-4 FT CASPER PEDESTRIAN UNDERPASS	\$19,926.85		
1629-4 FT CASPER PEDESTRIAN UNDERPASS	\$213,088.85		
1629-4 FT CASPER PEDESTRIAN UNDERPASS	\$40,491.75		
	<b>\$410,491.05</b>	<b>Subtotal for Dept.</b>	Fort Caspar
1598-3 2014 SANITARY SEWER IMPROVEMEN	\$104,187.94		
	<b>\$104,187.94</b>	<b>Subtotal for Dept.</b>	Sewer
1629-4PW FORT CASPAR PATHWAY PR 12-49	(\$12,007.52)		
	<b>(\$12,007.52)</b>	<b>Subtotal for Dept.</b>	Capital Projects
1629-4PW FORT CASPAR PATHWAY PR 12-49	\$40,491.75		
1629-4PW FORT CASPAR PATHWAY PR 12-49	\$213,088.85		
1629-4PW FORT CASPAR PATHWAY PR 12-49	\$101,362.42		
1629-4PW FORT CASPAR PATHWAY PR 12-49	\$35,621.18		
1629-4PW FORT CASPAR PATHWAY PR 12-49	\$19,926.85		
	<b>\$410,491.05</b>	<b>Subtotal for Dept.</b>	Fort Caspar
	<b>\$901,155.00</b>	<b>Subtotal for Vendor</b>	

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

15-06-523 POSTAGE	\$83.75		
	<b>\$83.75</b>	<b>Subtotal for Dept.</b>	Engineering
15-06-528 POSTAGE	\$62.56		
	<b>\$62.56</b>	<b>Subtotal for Dept.</b>	Hogadon
15-06-531 POSTAGE	\$98.24		
	<b>\$98.24</b>	<b>Subtotal for Dept.</b>	Human Resources
15-06-529 POSTAGE	\$5.80		
	<b>\$5.80</b>	<b>Subtotal for Dept.</b>	Metro Animal
15-06-536 POSTAGE	\$2.06		
	<b>\$2.06</b>	<b>Subtotal for Dept.</b>	Recreation
	<b>\$252.41</b>	<b>Subtotal for Vendor</b>	

## AAA LANDSCAPING

8436 WEED CONTRACTOR	\$1,155.08		
8627 WEED CONTRACTOR	\$685.00		
8617 WEED CONTRACTOR	\$512.70		
	<b>\$2,352.78</b>	<b>Subtotal for Dept.</b>	Code Enforcement
	<b>\$2,352.78</b>	<b>Subtotal for Vendor</b>	

## AAKER SIGNS & DESIGNS

15-3220 OYD BANNERS	\$3,069.60		
	<b>\$3,069.60</b>	<b>Subtotal for Dept.</b>	Planning
	<b>\$3,069.60</b>	<b>Subtotal for Vendor</b>	

## ABLE EQUIPMENT CO

5735 INSTALL NEW HEADACHE RACK & ST	\$1,390.00		
	<b>\$1,390.00</b>	<b>Subtotal for Dept.</b>	Code Enforcement
5736 INSTALL NEW HEADACHE RACK & ST	\$1,390.00		

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

5737 INSTALL(2)NEW HEADACHE RACK/ST  
5738 INSTALL(2)NEW HEADACHE RACK/ST

**\$1,390.00** Subtotal for Dept. Garage  
\$1,390.00  
\$1,390.00  
**\$2,780.00** Subtotal for Dept. Water  
**\$5,560.00** Subtotal for Vendor

## ADECCO USA, INC.

67700681 LANDFILL LITTER CREW  
67691625 LANDFILL LITTER CREW

\$1,504.80  
\$1,247.40  
**\$2,752.20** Subtotal for Dept. Balefill  
**\$2,752.20** Subtotal for Vendor

## ANDREW NELSON

RIN0025618 REIMBURSE TRAVEL EXPENSES  
RIN0025618 REIMBURSE TRAVEL EXPENSES

\$99.39  
\$945.64  
**\$1,045.03** Subtotal for Dept. Metropolitan Planning  
**\$1,045.03** Subtotal for Vendor

## ANDREW SUNDELL

RIN0025619 REIMBURSE TRAVEL EXPENSES

\$570.51  
**\$570.51** Subtotal for Dept. Fire  
**\$570.51** Subtotal for Vendor

## ANGELA DENIZ

RIN0025584 BOOT REIMBURSEMENT

\$58.58  
**\$58.58** Subtotal for Dept. Balefill  
**\$58.58** Subtotal for Vendor

## ARCADIS U.S., INC.

0730397 ENGINEERING SERVICES FOR WWTP

\$740.00  
**\$740.00** Subtotal for Dept. Waste Water  
**\$740.00** Subtotal for Vendor

## ARROWHEAD HEATING & AIR CONDITIONING

5795 HVAC REPAIRS/SCALEHOUSE

\$153.00  
**\$153.00** Subtotal for Dept. Balefill  
**\$153.00** Subtotal for Vendor

## B & B SALES & SERVICE

6644 WEED CONTRACTOR  
6647 WEED CONTRACTOR  
6645 WEED CONTRACTOR  
6646 WEED CONTRACTOR  
6649 WEED CONTRACTOR  
6648 WEED CONTRACTOR

\$800.00  
\$177.24  
\$189.00  
\$466.35  
\$235.06  
\$252.00  
**\$2,119.65** Subtotal for Dept. Code Enforcement  
**\$2,119.65** Subtotal for Vendor

## BABCOCK, OLIVE

0024738240 DEPOSIT/CREDIT REFUND

\$58.62  
**\$58.62** Subtotal for Dept. Water  
**\$58.62** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

## BAROLDS

0024738245 DEPOSIT/CREDIT REFUND

\$60.59

**\$60.59** Subtotal for Dept. Water

**\$60.59** Subtotal for Vendor

## BERRY, DAVID

0024738242 DEPOSIT/CREDIT REFUND

\$60.00

0024738242 DEPOSIT/CREDIT REFUND

\$0.67

**\$60.67** Subtotal for Dept. Water

**\$60.67** Subtotal for Vendor

## BOWEN, AARON

0024687612 DEPOSIT/CREDIT REFUND

\$50.04

**\$50.04** Subtotal for Dept. Water

**\$50.04** Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI540299 CHEMICALS

\$14,019.96

BPI542360 CHEMICALS

\$14,261.76

BPI542359 CHEMICALS

\$12,839.74

BPI539319 CHEMICALS

\$12,821.28

**\$53,942.74** Subtotal for Dept. Water Treatment Plant

**\$53,942.74** Subtotal for Vendor

## BRIAN STEINKE

3262614 DEQ EXAM REIMBURSEMENT

\$93.00

7945 BOOT REIMBURSEMENT

\$65.52

**\$158.52** Subtotal for Dept. Water

**\$158.52** Subtotal for Vendor

## BRINGHAM, DEBBIE

0024738232 DEPOSIT/CREDIT REFUND

\$20.80

**\$20.80** Subtotal for Dept. Water

**\$20.80** Subtotal for Vendor

## BRUCE A. RAISCH

563434 GHOST TOWNS OF WYOMING

\$124.80

**\$124.80** Subtotal for Dept. General Fund

**\$124.80** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

2 MIKE SEDAR POOL RECONSTRUCTION

\$193,543.00

**\$193,543.00** Subtotal for Dept. Aquatics

RIN0025533 RETAINAGE 14-19

(\$16,697.00)

2 RETAINAGE 13-07B

(\$19,354.30)

**(\$36,051.30)** Subtotal for Dept. Capital Projects

RIN0025533 FY12 HOGADON MAINT AND SKI PAT

\$166,968.00

**\$166,968.00** Subtotal for Dept. Hogadon

3 SOLID WASTE TRUCK BARN EXPANSI

\$208,558.00

3 RETAINAGE 13-48

(\$20,855.80)

**\$187,702.20** Subtotal for Dept. Refuse Collection

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$512,161.90** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-601	JUNE 15 FTA CATC EXPENSES	\$65,384.00
2015-604	JUNE 15 CITY SIDE BUS EXPENSES	\$61,170.00
2015-603	JUNE 15 CITY SIDE CATC EXPENSE	\$57,280.00
2015-602	JUNE 15 FTA THE BUS EXPENSES	\$76,878.00
2015-606	JUNE 15 BUS 1% EXPENSES	\$20,909.00
2015-605	JUNE 15 CATC 1% EXPENSES	\$4,398.00

**\$286,019.00** Subtotal for Dept. C.A.T.C.

**\$286,019.00** Subtotal for Vendor

## CASPER ARTISTS GUILD, INC.

100 1%#15 FUNDS FOR FY16

\$258,246.00

**\$258,246.00** Subtotal for Dept. One Cent #15

**\$258,246.00** Subtotal for Vendor

## CASPER MUSEUM CONSORTIUM

RIN0025565 ANNUAL DUES 2015-16

\$2,000.00

**\$2,000.00** Subtotal for Dept. Fort Caspar

**\$2,000.00** Subtotal for Vendor

## CASTOR, TIFFANY

0024738231 DEPOSIT/CREDIT REFUND

\$10.70

**\$10.70** Subtotal for Dept. Water

**\$10.70** Subtotal for Vendor

## CENTRAL WYOMING CORVETTE CLUB

RIN0025567 REFUND - EVENT CANCELLATION

\$200.00

**\$200.00** Subtotal for Dept. Casper Events Center

**\$200.00** Subtotal for Vendor

## CENTURYLINK

RIN0025591	PHONE	\$74.76
RIN0025589	PHONE	\$75.14
RIN0025588	PHONE	\$37.62
RIN0025590	PHONE	\$112.14

**\$299.66** Subtotal for Dept. Balefill

RIN0025581	PHONE	\$37.62
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**\$37.62** Subtotal for Dept. Streets

RIN0025581	PHONE	\$37.38
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**\$37.38** Subtotal for Dept. Waste Water

RIN0025608	PHONE	\$42.39
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**\$42.39** Subtotal for Dept. Water Treatment Plant

**\$417.05** Subtotal for Vendor

## CHIEF HONEST JOHN

CHJ2240 HAND CART STAGECOACH FORT

\$286.43

**\$286.43** Subtotal for Dept. General Fund

**\$286.43** Subtotal for Vendor

## CHILDREN'S ADVOCACY PROJECT, INC.

WE42318 OPERATING EXPENSES 2016

\$40,000.00

# Bills and Claims

22-Jul-15 to 04-Aug-15

City of Casper

**\$40,000.00** Subtotal for Dept. Social Community Services  
**\$40,000.00** Subtotal for Vendor

**CHRISTENSEN, ANGELA/KYLE**  
0024687616 DEPOSIT/CREDIT REFUND

\$50.00  
**\$50.00** Subtotal for Dept. Water  
**\$50.00** Subtotal for Vendor

**CIGNA HEALTH & LIFE INSURANCE COMPANY**  
1854962 BENEFITS FOR AUGUST 2015

\$12,117.48  
**\$12,117.48** Subtotal for Dept. Health Insurance  
**\$12,117.48** Subtotal for Vendor

**CIVIL ENGINEERING PROFESSIONALS, INC.**  
15-282-02 YMCA SITE IMPROVEMENTS PROJ 15

\$6,040.42  
**\$6,040.42** Subtotal for Dept. City Manager  
\$5,000.00  
**\$5,000.00** Subtotal for Dept. Council  
\$4,198.88  
\$2,068.10  
**\$6,266.98** Subtotal for Dept. Water  
**\$17,307.40** Subtotal for Vendor

15-023-01 RIVER RESORTORATION PROJECT

14-066-05 EAST CASPER ZONE III PROJECT 1

14-066-05 EAST CASPER ZONE III PROJECT 1

**CNIC HEALTH SOLUTIONS, INC.**  
RIN0025610 HEALTHY DIRECTIONS

\$47.08  
**\$47.08** Subtotal for Dept. Health Insurance  
**\$47.08** Subtotal for Vendor

**COMMUNICATION TECHNOLOGIES, INC.**  
73271 REPROGRAM 34 RADIO

\$196.00  
**\$196.00** Subtotal for Dept. Fire  
\$49.00  
\$98.00  
\$98.00  
\$98.00  
\$98.00  
\$839.78  
\$365.00  
**\$1,645.78** Subtotal for Dept. Police  
\$1,237.00  
**\$1,237.00** Subtotal for Dept. Police Dept  
**\$3,078.78** Subtotal for Vendor

73204 REPAIRS

73066 REPAIRS

73203 REPAIRS

73064 REPAIRS

73202 REPAIRS

73236 REPAIRS

73298 REPAIRS

73258 INSTALLATION

**COMTRONIX, INC.**  
44355 CABLE INSTALLATION

\$237.45  
**\$237.45** Subtotal for Dept. Balefill  
**\$237.45** Subtotal for Vendor

**CONSTANCE LAKE**  
RIN0025595 TRAVEL REIMBURSEMENT  
RIN0025595 TRAVEL REIMBURSEMENT

\$427.75  
\$44.95  
**\$472.70** Subtotal for Dept. Metropolitan Planning

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$472.70** Subtotal for Vendor

## DALE BUCKINGHAM ARCHITECTS

2505 ENGINEERING FOR MUNICIPAL GOLF

\$645.78

**\$645.78** Subtotal for Dept. Golf Course

**\$645.78** Subtotal for Vendor

## DALE W SCHAFFENACKER/MOLANDA COMPANY

2080 FIXIT STATION

\$1,117.42

**\$1,117.42** Subtotal for Dept. Parks

**\$1,117.42** Subtotal for Vendor

## DAN HART PATROL SERVICE, LLC

20987 LANDFILL CELLS 3 & 4 GEOSYNTH

RIN0025579 RETAINAGE TO JOINT ACCT 14-72

20987 RETAINAGE 14-72

\$448,750.00

\$44,875.00

(\$44,875.00)

**\$448,750.00** Subtotal for Dept. Balefill

**\$448,750.00** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

CM5921 FIXED INCOME MANAGEMENT FEES

\$6,681.35

**\$6,681.35** Subtotal for Dept. Finance

**\$6,681.35** Subtotal for Vendor

## DELL MARKETING LP

XJPP35XF8 ACROBAT LICENSE PRO - ADOBE

\$396.22

**\$396.22** Subtotal for Dept. Refuse Collection

**\$396.22** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0025611 AUGUST 2015 PREMIUM

\$1,556.75

**\$1,556.75** Subtotal for Dept. Health Insurance

**\$1,556.75** Subtotal for Vendor

## DON BOOMSMA

RIN0025564 UNIFORM REIMBURSEMENT

\$97.94

**\$97.94** Subtotal for Dept. Parks

**\$97.94** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3366 BALER REPAIRS

\$400.00

**\$400.00** Subtotal for Dept. Balefill

**\$400.00** Subtotal for Vendor

## ECONOLITE CONTROL PRODUCTS, INC.

121165 PURCHASE AND INSTALLATION OF

121505 PURCHASE AND INSTALLATION OF

120484 PURCHASE AND INSTALLATION OF

\$80,061.00

\$14,129.00

\$84,414.00

**\$178,604.00** Subtotal for Dept. Traffic

**\$178,604.00** Subtotal for Vendor

## ELIZABETH BECHER

RIN0025586 PAST DUE ROTARY DUES FOR JOSH

\$155.00

**\$155.00** Subtotal for Dept. Planning

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

RIN0025612 REIMBURSEMENT - ROTARY DUES

\$217.00  
**\$217.00** Subtotal for Dept. Planning  
**\$372.00** Subtotal for Vendor

## ELLIS, MELINDA

0024687615 DEPOSIT/CREDIT REFUND

\$15.64  
**\$15.64** Subtotal for Dept. Water  
**\$15.64** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3514 2ND ST WATER MAIN LOOP PROJECT

\$2,817.05  
**\$2,817.05** Subtotal for Dept. Water  
**\$2,817.05** Subtotal for Vendor

## EUBIA, ESMERALDA

0024738238 DEPOSIT/CREDIT REFUND

\$43.81  
**\$43.81** Subtotal for Dept. Water  
**\$43.81** Subtotal for Vendor

## FIOIMOMOV, MAXIM

0024738246 DEPOSIT/CREDIT REFUND

\$5.90  
**\$5.90** Subtotal for Dept. Water  
**\$5.90** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1081566 MERCHANT SERVICES

\$5,049.00  
**\$5,049.00** Subtotal for Dept. Balefill  
**\$5,049.00** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0025555 JUNE 2015 LOCKBOX FEES

\$2,189.84  
**\$2,189.84** Subtotal for Dept. Finance  
**\$2,189.84** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0025557 PETTY CASH

\$9.00

RIN0025557 PETTY CASH

\$102.74

RIN0025557 PETTY CASH

\$11.00

**\$122.74** Subtotal for Dept. Casper Events Center

RIN0025594 PETTY CASH

\$1.25

**\$1.25** Subtotal for Dept. Balefill

RIN0025594 PETTY CASH

\$20.00

**\$20.00** Subtotal for Dept. Refuse Collection

RIN0025594 PETTY CASH

\$43.93

**\$43.93** Subtotal for Dept. Water

**\$187.92** Subtotal for Vendor

## FIVE TRAILS ROTARY CLUB

103280 ROTARY DUES

\$435.00  
**\$435.00** Subtotal for Dept. City Manager

**\$435.00** Subtotal for Vendor

## FOOD SVCS OF AMERICA

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

4916324 FOIL FILM VINYL GLOVE QUART FO

\$385.96  
**\$385.96** Subtotal for Dept. Casper Events Center  
**\$385.96** Subtotal for Vendor

## FOX, KEEGAN

0024738250 DEPOSIT/CREDIT REFUND

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

## FUTURE PRODUCTIONS

RIN0025566 MISS WY PAGEANT 2016

\$2,000.00  
**\$2,000.00** Subtotal for Dept. City Manager  
**\$2,000.00** Subtotal for Vendor

## GOLDER ASSOCIATES

420660 MONITORING/REPORTING  
420662 AUTOMATED LEACHATE COLLECTION  
420661 CLOSED BALEFILL POST CLOSURE E

\$110.25  
\$1,275.00  
\$6,491.98  
**\$7,877.23** Subtotal for Dept. Balefill  
**\$7,877.23** Subtotal for Vendor

## GOOCH, JOHN

0024738247 DEPOSIT/CREDIT REFUND

\$42.69  
**\$42.69** Subtotal for Dept. Water  
**\$42.69** Subtotal for Vendor

## GRANICUS, INC.

65222 MAINTENANCE FOR JULY 2015

\$725.00  
**\$725.00** Subtotal for Dept. Information Services  
**\$725.00** Subtotal for Vendor

## GREEN TREE ARBORICULTURE LLC

1-112429 WEED CONTRACTOR  
1-112427 WEED CONTRACTOR  
1-112417 WEED CONTRACTOR  
1-112423 WEED CONTRACTOR  
1-112426 WEED CONTRACTOR  
1-112415 WEED CONTRACTOR  
1-112422 WEED CONTRACTOR  
1-112414 WEED CONTRACTOR  
1-112418 WEED CONTRACTOR  
1-112428 WEED CONTRACTOR

\$58.95  
\$96.89  
\$77.96  
\$130.21  
\$172.74  
\$80.64  
\$97.67  
\$91.63  
\$110.83  
\$53.36  
**\$970.88** Subtotal for Dept. Code Enforcement  
**\$970.88** Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0025531 FIRST STREET IMPROVEMENTS PROJ

\$416,122.68  
**\$416,122.68** Subtotal for Dept. Streets

RIN0025531 FIRST STREET IMPROVEMENT PROJE

\$58,701.77  
**\$58,701.77** Subtotal for Dept. Water

RIN0025531PW 1ST ST IMPROVEMENTS 14-06

\$416,122.68  
**\$416,122.68** Subtotal for Dept. Streets

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

RIN0025531PW 1ST ST IMPROVEMENTS 14-06

\$58,701.77  
**\$58,701.77** Subtotal for Dept. Water

**\$949,648.90** Subtotal for Vendor

## GSG ARCHITECTURE

170704 LANDFILL EQUIPMENT BUILDING

\$399.50

**\$399.50** Subtotal for Dept. Balefill

170703 REC CENTER FACILITY UPGRADE 14

\$692.50

**\$692.50** Subtotal for Dept. Casper Recreation Center

170705 FIRE STATION #6 - DESIGN AND C

\$7,065.00

**\$7,065.00** Subtotal for Dept. Fire

170702 TRUCK BARN EXPANSION

\$1,575.91

**\$1,575.91** Subtotal for Dept. Refuse Collection

**\$9,732.91** Subtotal for Vendor

## GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

13 PRE HIRE POLY

\$450.00

**\$450.00** Subtotal for Dept. Police

**\$450.00** Subtotal for Vendor

## HAASS CONSTRUCTION CO., INC.

2010632 NICOLAYSEN MUSEUM IMPROVEMENTS

\$5,069.41

2010632 RETAINAGE 15-10

(\$506.94)

**\$4,562.47** Subtotal for Dept. Capital Projects

**\$4,562.47** Subtotal for Vendor

## HARRIS WASTE MGMT GROUP, INC.

977665 BALER MAINTENANCE PARTS

\$1,750.02

**\$1,750.02** Subtotal for Dept. Balefill

**\$1,750.02** Subtotal for Vendor

## HASELDEN WYOMING CONSTRUCTORS LLC

1503-0301 RETAINAGE 14-52

(\$5,750.00)

**(\$5,750.00)** Subtotal for Dept. Capital Projects

1503-0301 ICE ARENA RUBBER FLOOR PROJECT

\$115,000.00

**\$115,000.00** Subtotal for Dept. Casper Ice Arena

**\$109,250.00** Subtotal for Vendor

## HDR ENGINEERING, INC.

00451316-H STUDIES, ETC RE: WATER RIGHTS

\$701.65

**\$701.65** Subtotal for Dept. Water

**\$701.65** Subtotal for Vendor

## HEWLETT PACKARD

56071382 LAPTOPS.

\$12,069.30

**\$12,069.30** Subtotal for Dept. City Manager

56068646 MONITOR

\$190.00

**\$190.00** Subtotal for Dept. Human Resources

56113858 SOFTWARE FOR THIN CLIENTS

\$918.00

**\$918.00** Subtotal for Dept. Police

**\$13,177.30** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**HEWLETT PACKARD COMPANY**  
55761683 BACK UP UPS

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

**HEWLETT-PACKARD CO.**  
56117241 WORKSTATIONS

\$2,317.54  
**\$2,317.54** Subtotal for Dept. Engineering  
**\$2,317.54** Subtotal for Vendor

**HIGH PLAINS CONSTRUCTION, INC.**  
12-29APA#5 RETAINAGE 12-29A

\$38,723.28  
**\$38,723.28** Subtotal for Dept. Capital Projects

12-29APA#5 RAW WATER IRRIGATION PROJECT 1

\$57,141.44  
**\$57,141.44** Subtotal for Dept. Parks  
**\$95,864.72** Subtotal for Vendor

**HILSTON APPRAISALS**  
D2015-156 135 N. ASH STREET, CASPER, WY

\$2,000.00  
**\$2,000.00** Subtotal for Dept. Planning  
**\$2,000.00** Subtotal for Vendor

**HOMAX OIL SALES, INC.**  
0295346-IN BULK FUEL

\$19,154.22  
**\$19,154.22** Subtotal for Dept. Balefill

02955423-IN SOLVENT

\$319.00

0113488-IN CREDIT, FUEL

(\$375.50)

0294789-IN FUEL, 560 GAL

\$1,362.21

0095357-IN OIL, CONOCO 10W30

\$134.88

0295661-IN SOLVENT

\$290.00

0294597-IN DIESEL FUEL

\$339.58

0294599-IN UNLEADED FUEL

\$27,259.74

0294597-IN DIFF FUEL CALC

(\$0.01)

0294597-IN DIESEL FUEL

\$18,659.70

**\$47,989.60** Subtotal for Dept. Garage

0295184-IN DYED DIESEL MIDGRADE GASOLINE

\$3,209.99

**\$3,209.99** Subtotal for Dept. Golf Course

0296013-IN MULTI-PURPOSE R&O 220 LUBE

\$2,560.08

**\$2,560.08** Subtotal for Dept. Waste Water

**\$72,913.89** Subtotal for Vendor

**HUNTER INDUSTRIAL CORPORATION**  
7017 YELLOW LIFT REPAIR 5 PCS 3026

\$973.62  
**\$973.62** Subtotal for Dept. Hogadon  
**\$973.62** Subtotal for Vendor

**INBERG-MILLER ENGINEERS**  
1746CM01.8 SKI PATROL MAINTENANCE BLDG

\$1,013.00  
**\$1,013.00** Subtotal for Dept. Hogadon  
**\$1,013.00** Subtotal for Vendor

**INSTALLATION & SVC CO**

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

RIN0025571	RETAINAGE TO JOINT ACCT 15-01	\$6,769.01		
		<b>\$6,769.01</b>	Subtotal for Dept.	Water
		<b>\$6,769.01</b>	Subtotal for Vendor	
<b>INSTALLATION &amp; SVC. CO.</b>				
15-01-02	RETAINAGE 15-01	(\$6,769.01)		
15-01-02	CPU ASPHALT REPAIR PROJECT 15-	\$35,914.57		
15-01-02	STREET REPAIRS	\$31,775.45		
		<b>\$60,921.01</b>	Subtotal for Dept.	Water
		<b>\$60,921.01</b>	Subtotal for Vendor	
<b>INTERNATIONAL COLISEUMS COMPANY</b>				
	2 EVENTS CENTER STORAGE BUILDING	\$47,780.00		
		<b>\$47,780.00</b>	Subtotal for Dept.	Casper Events Center
		<b>\$47,780.00</b>	Subtotal for Vendor	
<b>JANSSEN, TIM</b>				
0024738244	DEPOSIT/CREDIT REFUND	\$9.18		
		<b>\$9.18</b>	Subtotal for Dept.	Water
		<b>\$9.18</b>	Subtotal for Vendor	
<b>JEFF LLOYD</b>				
RIN0025568	TRAVEL REIMBURSEMENT	\$112.71		
		<b>\$112.71</b>	Subtotal for Dept.	Casper Events Center
		<b>\$112.71</b>	Subtotal for Vendor	
<b>JEREMY TILLER</b>				
22383838	CLOTHING REIMBURSEMENT	\$332.88		
		<b>\$332.88</b>	Subtotal for Dept.	Police
		<b>\$332.88</b>	Subtotal for Vendor	
<b>JOY CLARK</b>				
3S-2015	TUITION REIMBURSEMENT	\$486.00		
		<b>\$486.00</b>	Subtotal for Dept.	Planning
		<b>\$486.00</b>	Subtotal for Vendor	
<b>KADRMAS, LEE &amp; JACKSON</b>				
10053061	FY15 TRANSIT DEVELOPMENT PLAN	\$472.28		
10053234	FY15 2ND STREET SIGNAL TIMING	\$5,163.36		
10053061	FY15 TRANSIT DEVELOPMENT PLAN	\$4,493.83		
10053234	FY15 2ND STREET SIGNAL TIMING	\$542.64		
		<b>\$10,672.11</b>	Subtotal for Dept.	Metropolitan Planning
		<b>\$10,672.11</b>	Subtotal for Vendor	
<b>KEVIN KRAFT</b>				
RIN0025583	BOOT REIMBURSEMENT	\$53.99		
		<b>\$53.99</b>	Subtotal for Dept.	Refuse Collection
		<b>\$53.99</b>	Subtotal for Vendor	
<b>KNIFE RIVER/JTL</b>				
13-47-2	COMPOST YARD IMPROVEMENTS PROJ	\$166,068.40		
13-47-2	RETAINAGE 13-47	(\$119.19)		
		<b>\$165,949.21</b>	Subtotal for Dept.	Balefill

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

119170 11TH & DAVID	\$165.56	
118685 11TH & DAVID	\$169.32	
119051 11TH & DAVID	\$347.50	
118511 11TH & DAVID	\$299.63	
118523 11TH & DAVID	\$280.00	
	<b>\$1,262.01</b>	<b>Subtotal for Dept. Sewer</b>

118082 7TH & CENTER	\$10,147.84	
117867 11TH & DAVID	\$415.00	
14-23-5 COUNTRY CLUB ROAD/WY BLVD -	\$249,165.48	
	<b>\$259,728.32</b>	<b>Subtotal for Dept. Streets</b>

14-23-5 COUNTRY CLUB RD/WY BLVD - ARDO	\$41,929.00	
	<b>\$41,929.00</b>	<b>Subtotal for Dept. Water</b>
	<b>\$468,868.54</b>	<b>Subtotal for Vendor</b>

**KUBWATER RESOURCES, INC**  
04981 ZETAG 7593 DRY POLYMER

	\$9,678.03	
	<b>\$9,678.03</b>	<b>Subtotal for Dept. Waste Water</b>
	<b>\$9,678.03</b>	<b>Subtotal for Vendor</b>

**LABOR READY CENTRAL, INC.**

19855781 TEMPORARY LABOR	\$2,504.57	
19891846 TEMPORARY LABOR	\$1,234.54	
19872110 TEMPORARY LABOR	\$1,337.42	

	<b>\$5,076.53</b>	<b>Subtotal for Dept. Casper Events Center</b>
	<b>\$5,076.53</b>	<b>Subtotal for Vendor</b>

**LAYMON, ASHLEY**

0024738249 DEPOSIT/CREDIT REFUND	\$52.72	
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	<b>\$52.72</b>	<b>Subtotal for Dept. Water</b>
	<b>\$52.72</b>	<b>Subtotal for Vendor</b>

**LEE, COURTNEY/DUSTIN**

0024738243 DEPOSIT/CREDIT REFUND	\$27.71	
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	<b>\$27.71</b>	<b>Subtotal for Dept. Water</b>
	<b>\$27.71</b>	<b>Subtotal for Vendor</b>

**LEWIS, MONIQUE/ERIC**

0024687617 DEPOSIT/CREDIT REFUND	\$39.12	
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	<b>\$39.12</b>	<b>Subtotal for Dept. Water</b>
	<b>\$39.12</b>	<b>Subtotal for Vendor</b>

**LONG BUILDING TECHNOLOGIES**

JC123250 RETAINAGE 15-17	(\$4,545.60)	
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	<b>(\$4,545.60)</b>	<b>Subtotal for Dept. Capital Projects</b>
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JC123250 IT DOOR SECURITY UPGRADES PROJ	\$45,456.00	
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	<b>\$45,456.00</b>	<b>Subtotal for Dept. City Manager</b>
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	<b>\$40,910.40</b>	<b>Subtotal for Vendor</b>
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**LONG BUILDING TECHNOLOGIES, INC.**

JC123012 SERVICE CENTER HVAC 15-19	\$13,556.00	
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	<b>\$13,556.00</b>	<b>Subtotal for Dept. Buildings &amp; Grounds</b>
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	<b>\$13,556.00</b>	<b>Subtotal for Vendor</b>
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# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

## MANPOWER, INC.

RIN0025593 LANDFILL LITTER CREW	\$153.00	
RIN0025592 LANDFILL LITTER CREW	\$153.00	
28867550 LANDFILL LITTER CREW	\$163.20	
<b>\$469.20 Subtotal for Dept.</b>		Balefill
<b>\$469.20 Subtotal for Vendor</b>		

## MARTINEZ, TYLER

0024738241 DEPOSIT/CREDIT REFUND	\$19.40	
<b>\$19.40 Subtotal for Dept.</b>		Water
<b>\$19.40 Subtotal for Vendor</b>		

## MCMURRY READY MIX

112356 FILL ROCK FOR 42" SEWER REPAIR	\$244.63	
<b>\$244.63 Subtotal for Dept.</b>		Waste Water
<b>\$244.63 Subtotal for Vendor</b>		

## MCMURRY READY MIX CO.

220700 7TH & DAVID	\$110.50	
220701 11TH & DAVID	\$276.25	
220699 11TH & DAVID	\$497.25	
220228 BEVERLY	\$276.25	
<b>\$1,160.25 Subtotal for Dept.</b>		Streets
<b>\$1,160.25 Subtotal for Vendor</b>		

## MCWAIN, KALA/JACOB

0024738239 DEPOSIT/CREDIT REFUND	\$29.68	
<b>\$29.68 Subtotal for Dept.</b>		Water
<b>\$29.68 Subtotal for Vendor</b>		

## MEIKLE, RYAN/BRENNA

0024738251 DEPOSIT/CREDIT REFUND	\$57.63	
<b>\$57.63 Subtotal for Dept.</b>		Water
<b>\$57.63 Subtotal for Vendor</b>		

## MERCER HOUSE, INC.

150713-9901 YOUTH EMPOWERMENT COUNCIL	\$25,000.00	
<b>\$25,000.00 Subtotal for Dept.</b>		Social Community Services
<b>\$25,000.00 Subtotal for Vendor</b>		

## MORPHO TRUST USA LLC

103975 POLICE DEPT - ELECTRONIC	\$13,542.00	
<b>\$13,542.00 Subtotal for Dept.</b>		Police Dept
<b>\$13,542.00 Subtotal for Vendor</b>		

## MORRISON-MAIERLE, INC

157376 WEST BELT LOOP LAND USE,	\$28.84	
157376 WEST BELT LOOP LAND USE,	\$274.46	
<b>\$303.30 Subtotal for Dept.</b>		Metropolitan Planning
<b>\$303.30 Subtotal for Vendor</b>		

## NATL. HISTORIC TRAILS FOUNDATION

207 INTERACTIVE TOUCHSCREEN MAP	\$34,452.00	
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# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$34,452.00** Subtotal for Dept. One Cent #15  
**\$34,452.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0025582 FLOORING AT DETENTION CTR.

\$15,645.88

**\$15,645.88** Subtotal for Dept. City Manager

RIN0025585 RECORDING

\$903.00

**\$903.00** Subtotal for Dept. Planning

**\$16,548.88** Subtotal for Vendor

## NATWICK, OSCAR

0024738235 DEPOSIT/CREDIT REFUND

\$54.18

**\$54.18** Subtotal for Dept. Water

**\$54.18** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

LN-317356 UNIFORMS

\$135.90

LN-317284 UNIFORMS

\$187.50

NE38756 UNIFORMS

\$120.87

NE38755 UNIFORMS

\$55.90

316823 CREDIT MEMO

(\$284.95)

**\$215.22** Subtotal for Dept. Police

**\$215.22** Subtotal for Vendor

## OHLSON LAVOIE CORPORATION

111496 MIKE SEDAR POOL RESONSTRUCTION

\$7,740.75

**\$7,740.75** Subtotal for Dept. Aquatics

**\$7,740.75** Subtotal for Vendor

## PACIOLAN, INC.

INV100917-PA MARKETINGS ANNUAL PORTION

\$12,000.00

INV100917-PA BOX OFFICE ANNUAL HOSTING

\$35,000.00

**\$47,000.00** Subtotal for Dept. Casper Events Center

**\$47,000.00** Subtotal for Vendor

## PAM FERNANDEZ

RIN0025569 DEPOSIT REFUND

\$500.00

RIN0025602 REFUND FOR OVERPAYMENT OF FEES

\$552.50

**\$1,052.50** Subtotal for Dept. Recreation

**\$1,052.50** Subtotal for Vendor

## P-CARD VENDORS

00030885 SWIMOUTLET.COM - Purchase

\$174.95

00030951 SPRINT AQUATICS - Purchase

\$377.00

00031250 DOLRTREE 3288 00032888 - Purch

\$3.00

00030919 STAMPS

\$19.60

00030919 STAMPS

\$19.60

00030951 SPRINT AQUATICS - Purchase

\$1,130.99

00030829 ADVANCED TECHNOLOGY PR - Purch

\$295.00

00030977 URGENT CARE OF CASPER - Purcha

\$480.00

00031516 BARGREEN WYOMING 25 - Purchase

\$11.60

00030887 SAMSClub #6425 - Purchase

\$345.66

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031325	WM SUPERCENTER #1617 - Purchas	\$31.40	
00029360	PIZZA HUT #238 - Purchase	\$214.38	
00031333	WM SUPERCENTER #3778 - Purchas	\$14.97	
00031404	BARGREEN WYOMING 25 - Purchase	\$12.18	
00030828	NORCO INC - Purchase	\$112.72	
00030977	URGENT CARE OF CASPER - Purcha	\$180.00	
00031027	VZWRLSS IVR VB - Purchase	\$120.17	
00030902	WAL-MART #3778 - Purchase	\$22.81	
	<b>\$3,566.03</b> Subtotal for Dept.		Aquatics
00031449	AIRGAS CENTRAL - Purchase	\$118.68	
00030978	BAILEYS ACE HARDWARE - Purchas	\$26.97	
00030682	IN AMERICAN EAGLE CL - Purch	\$1,500.00	
00030751	BAILEYS ACE HARDWARE - Purchas	\$20.96	
00030933	BOBCAT OF CASPER - Purchase	\$383.07	
00030882	IN AMERICAN EAGLE CL - Purch	\$750.00	
00030743	IN CASPER SAFETY LLC - Purcha	\$598.00	
00030939	BAILEYS ACE HARDWARE - Purchas	\$131.47	
00030897	COCA COLA BOTTLING CO - Purcha	\$14.50	
00031077	AIRGAS CENTRAL - Purchase	\$165.90	
00030884	WAL-MART #1617 - Purchase	\$8.48	
00031378	QUALITY OFFICE SOLUTIO - Purch	\$342.00	
00030987	AIRGAS CENTRAL - Purchase	\$333.60	
00030806	ACT WSWRA - Purchase	\$250.00	
00030963	SAFETY KLEEN SYSTEMS B - Purch	\$10,325.05	
00031212	THE HOME DEPOT 6001 - Purchase	\$49.83	
00030682	IN AMERICAN EAGLE CL - Purch	\$196.50	
00031224	MCCOY SALES CORPORATIO - Purch	\$106.01	
00031212	THE HOME DEPOT 6001 - Purchase	\$199.00	
00030959	IN PEDENS INC. - Purchase	\$66.00	
00030955	AIRGAS CENTRAL - Purchase	\$28.78	
00030994	THE HOME DEPOT 6001 - Purchase	\$98.77	
00030682	IN AMERICAN EAGLE CL - Purch	\$152.75	
00030960	SAFETY KLEEN SYSTEMS B - Purch	\$1,033.00	
00030938	ADVANCED HYDRAULIC AND - Purch	\$180.46	
00031135	IN GREAT PLAINS CLEAN - Purch	\$83.55	
00030682	IN AMERICAN EAGLE CL - Purch	\$250.00	
00030886	AMERIGAS - Purchase	\$202.71	
00030970	HOSE & RUBBER SUPPLY - Purchas	\$199.11	
00031045	BAILEYS ACE HARDWARE - Purchas	\$15.98	
00031257	MENARDS CASPER - Purchase	\$74.96	
00031431	BAILEYS ACE HARDWARE - Purchas	\$129.98	
00030866	ACT WSWRA - Purchase	\$260.00	
00031170	HOSE & RUBBER SUPPLY - Purchas	\$31.38	
00030858	ALSCO SLCAS - Purchase	\$314.30	
00030826	IN AMERICAN EAGLE CL - Credi	(\$250.00)	
00031133	BAILEYS ACE HARDWARE - Purchas	\$124.94	
00031096	WYOMING STEEL AND RECY - Purch	\$131.20	
00030826	IN AMERICAN EAGLE CL - Credi	(\$1,500.00)	
00030826	IN AMERICAN EAGLE CL - Credi	(\$196.50)	
00031095	BAILEYS ACE HARDWARE - Purchas	\$154.24	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030633	BOBCAT OF CASPER - Purchase	\$3,223.65	
00031382	AIRGAS CENTRAL - Purchase	\$201.80	
00030817	MENARDS CASPER - Purchase	\$70.13	
00030816	HOSE & RUBBER SUPPLY - Purchas	\$8.00	
00030815	IN AMERICAN EAGLE CL - Purch	\$1,500.00	
00030815	IN AMERICAN EAGLE CL - Purch	\$250.00	
00031156	COLORADO ANALYTICAL - Purchase	\$395.00	
00030853	MENARDS CASPER - Purchase	\$41.79	
00030826	IN AMERICAN EAGLE CL - Credi	(\$152.75)	
	<b>\$22,643.25</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00031418	HOSE & RUBBER SUPPLY - Purchas	\$37.25	
00030980	CRUM ELECTRIC SUPPLY C - Purch	\$32.50	
00031361	BLOEDORN LUMBER CASPER - Purch	\$930.06	
00031330	KONE INC. - Purchase	\$1,438.98	
00031456	CASPER WINNELSON CO - Purchase	\$45.99	
00031117	SHERWIN WILLIAMS #3439 - Purch	\$15.50	
00031236	DIAMOND VOGEL PAINT #7 - Purch	\$207.55	
00030739	CASPER WINNELSON CO - Purchase	\$314.76	
00031446	SAMS CLUB #6425 - Purchase	\$238.92	
00031217	SQ ATLANTIC ELECTRIC, - Credi	(\$1,604.13)	
00031166	APPLIED IND TECH 2733 - Purcha	\$780.43	
00031231	SQ ATLANTIC ELECTRIC, - Purch	\$436.21	
00031087	BLOEDORN LUMBER CASPER - Purch	\$2.69	
00031229	DIAMOND VOGEL PAINT #7 - Purch	\$13.14	
00028075	TETON STEEL - Credit	(\$187.96)	
00031177	SQ ATLANTIC ELECTRIC, - Purch	\$1,604.13	
00031206	BARGREEN WYOMING 25 - Purchase	\$85.05	
00031353	LONG BLDG. TECHNOLOGIE - Purch	\$156.04	
00030800	BARGREEN WYOMING 25 - Purchase	\$62.05	
00031180	WW GRAINGER - Purchase	\$96.56	
00031186	SQ ATLANTIC ELECTRIC, - Purch	\$88.33	
00031389	CASPER WINNELSON CO - Purchase	\$9.18	
00031523	KONE INC. - Purchase	\$1,438.98	
00031422	CASPER WINNELSON CO - Purchase	\$37.14	
00031341	BLOEDORN LUMBER CASPER - Purch	\$21.99	
00030958	CASPER WINNELSON CO - Purchase	\$54.00	
00031492	DIAMOND VOGEL PAINT #7 - Purch	\$39.96	
00030747	CASPER WINNELSON CO - Purchase	\$16.21	
00031467	SAMS CLUB #6425 - Purchase	\$48.82	
00030922	CRUM ELECTRIC SUPPLY C - Purch	\$2.56	
00031307	CASPER CONTRACTORS SUP - Purch	\$7.32	
00030734	CASPER WINNELSON CO - Purchase	\$46.19	
00030894	IN ARCHITECTURAL DOOR - Purch	\$73.00	
00031090	BLOEDORN LUMBER CASPER - Purch	\$5.00	
00030755	CASPER WINNELSON CO - Purchase	\$35.12	
00030858	ALSCO SLCAS - Purchase	\$224.80	
00031312	BAILEYS ACE HARDWARE - Purchas	\$13.98	
00031328	HERCULES INDUSTRIES CA - Purch	\$38.28	
00031327	SHERWIN WILLIAMS #3439 - Purch	\$15.40	
00031031	MENARDS CASPER - Purchase	\$2.10	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031046	WW GRAINGER - Purchase	\$150.80	
00031050	LONG BLDG. TECHNOLOGIE - Purch	\$230.00	
00031060	COMTRONIX - Purchase	\$210.90	
00031429	CASPER WINNELSON CO - Purchase	\$15.33	
		<b>\$7,531.11</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00030230	PAYPAL PLATTERIVER - Purchase	\$100.00	
		<b>\$100.00</b>	<b>Subtotal for Dept. C.A.T.C.</b>
00030338	TURF MASTER LLC - Purchase	\$1,813.75	
00030305	SUPERIOR TECH PRODUCTS - Purch	\$260.00	
		<b>\$2,073.75</b>	<b>Subtotal for Dept. Capital Projects</b>
00030909	HOSE & RUBBER SUPPLY - Purchas	\$10.77	
00031111	BALTIC LINEN COMP - Purchase	\$245.42	
00031444	BLOEDORN LUMBER CASPER - Purch	\$160.58	
00030498	PROCORP IMAGES INC - Purchase	\$300.00	
00029280	INTERNATIONAL TRANSACTION - Pu	\$12.27	
00031268	WW GRAINGER - Purchase	\$36.30	
00030979	WAL-MART #1617 - Purchase	\$74.41	
00031295	HOSE & RUBBER SUPPLY - Purchas	\$10.65	
00030972	SAMSClub #6425 - Purchase	\$150.48	
00031403	NORCO INC - Purchase	\$16.90	
00031409	DIAMOND VOGEL PAINT #7 - Purch	\$143.96	
00031283	WW GRAINGER - Purchase	\$111.95	
00031497	CASPER WINNELSON CO - Purchase	\$179.44	
00030930	BUDGET0486000056060 - Purchase	\$196.71	
00030656	DSI Event Group Inc - Purchase	\$536.25	
00030995	WAL-MART #3778 - Purchase	\$13.23	
00031249	ATLAS OFFICE PRODUCTS - Purcha	\$90.68	
00030906	WOODWORKERS SUPPLY, IN - Purch	\$61.25	
00031457	YOUNGS - Purchase	\$129.88	
00031313	GEORGIA EXPOMFG CORP - Purchas	\$606.80	
00030788	ALSCO SLCAS - Purchase	\$1,913.00	
00030943	NATURAL GROCERS CA 47 - Purcha	\$200.48	
00030941	WW GRAINGER - Purchase	\$276.60	
00030837	ATLAS OFFICE PRODUCTS - Purcha	\$42.37	
00030962	HEARTLAND PAPER COMPAN - Purch	\$63.79	
00030981	BEARING BELTCHAIN00244 - Purch	\$7.29	
00031008	HARBOR FREIGHT TOOLS 3 - Purch	\$45.95	
		<b>\$5,637.41</b>	<b>Subtotal for Dept. Casper Events Center</b>
00030964	TORRINGTON SOD FARMS - Purchas	\$211.00	
		<b>\$211.00</b>	<b>Subtotal for Dept. Cemetery</b>
00030946	HTL HIGHTAIL - Purchase	\$49.99	
00031326	THOMSON WEST TCD - Purchase	\$1,069.11	
00031592	ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00031331	THOMSON WEST TCD - Purchase	\$84.00	
		<b>\$1,235.11</b>	<b>Subtotal for Dept. City Attorney</b>
00030931	XEROX CORPORATION/RBO - Purcha	\$56.08	
00031195	SILVER FOX STEAKHOUS - Purchas	\$25.42	
00031575	SMITHS FOOD #4185 - Purchase	\$9.00	
00030813	CORNER STORE 4101 - Purchase	\$62.91	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030961 ICMA INTERNET - Purchase	\$1,230.00	
	<b>\$1,383.41</b>	<b>Subtotal for Dept. City Manager</b>
00030899 ATLAS REPRODUCTION - Purchase	\$6.00	
00031613 NFPA NATL FIRE PROTECT - Purch	\$165.00	
00031012 USPS 57155809430310940 - Purch	\$255.00	
00031347 VZWLSS MY VZ VB P - Purchase	\$42.81	
00030869 IN EXPRESS PRINTING C - Purch	\$644.15	
00031408 CASPER STAR TRIBUNE - Purchase	\$57.40	
00031270 ATLAS OFFICE PRODUCTS - Purcha	\$30.18	
	<b>\$1,200.54</b>	<b>Subtotal for Dept. Code Enforcement</b>
00031104 VZWLSS IVR VB - Purchase	\$89.28	
00028779 IN PEDENS INC. - Purchase	\$162.00	
00031416 IN POWDER RIVER SHRED - Purch	\$70.00	
00031136 DTV DIRECTV SERVICE - Purchase	\$63.99	
00030700 QUALITY OFFICE SOLUTIO - Purch	\$41.88	
00031149 VZWLSS IVR VB - Purchase	\$122.38	
00029756 CHARTER COMM - Purchase	\$196.79	
	<b>\$746.32</b>	<b>Subtotal for Dept. Communications Center</b>
00031139 AMBI MAIL AND MARKETIN - Purch	\$1,240.00	
00031239 THREE CROWNS GOLF CLUB - Purch	\$422.97	
00030778 DORNS FIRESIDE LOUNGE - Purcha	\$40.40	
00031204 THE WONDER BAR - Purchase	\$82.11	
00031241 CASPER STAR TRIBUNE - Purchase	\$740.00	
00031164 THREE CROWNS GOLF CLUB - Purch	\$75.90	
00030920 CASPER STAR TRIBUNE - Purchase	\$1,154.00	
00030945 EGGINGTONS - Purchase	\$52.84	
00031000 EGGINGTONS - Purchase	\$107.81	
00031460 SAMS CLUB #6425 - Purchase	\$33.96	
00030916 III BOTTICELLI RISTORA - Purch	\$82.02	
00030678 CPU VENTURE TECH NETWO - Purch	\$538.00	
00030435 DOMINO'S 6042 - Purchase	\$65.91	
00030836 SAMSClub #6425 - Purchase	\$153.44	
	<b>\$4,789.36</b>	<b>Subtotal for Dept. Council</b>
00029148 CASPER CONTRACTORS SUP - Purch	\$158.20	
00031004 XEROX CORPORATION/RBO - Purcha	\$26.62	
00030410 WAL-MART #3778 - Credit	(\$80.76)	
00030610 WAL-MART #3778 - Credit	(\$16.88)	
00030462 ATLAS OFFICE PRODUCTS - Purcha	\$907.79	
00030557 CHICAGO BOOKS & JOU - Purchase	\$56.00	
00031289 ATLAS OFFICE PRODUCTS - Purcha	\$490.64	
00030388 WM SUPERCENTER #3778 - Purchas	\$97.64	
00031016 XEROX CORPORATION/RBO - Purcha	\$126.83	
00030382 WAL-MART #3778 - Purchase	\$94.98	
	<b>\$1,861.06</b>	<b>Subtotal for Dept. Engineering</b>
00031347 VZWLSS MY VZ VB P - Purchase	\$21.41	
00031355 AICPA AICPA - Purchase	\$93.33	
00031321 ATLAS OFFICE PRODUCTS - Purcha	\$195.22	
00031367 AICPA AICPA - Purchase	\$245.00	
00031145 CASPER STAR TRIBUNE - Purchase	\$1,007.20	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

	<b>\$1,562.16</b>	<b>Subtotal for Dept.</b>	<b>Finance</b>
00031503 OVERHEAD DOOR COMPANY - Purcha	\$90.00		
00030921 EXPEDIA 1111002695841 - Purcha	\$398.52		
00030818 BARGREEN WYOMING 25 - Credit	(\$4.60)		
00029793 ROBERTS COMPANY, INC - Purchas	\$5.98		
00031505 ALERT ALL CORP - Purchase	\$1,440.00		
00030729 ENTENMANN-ROVIN COMPAN - Purch	\$913.40		
00030725 WITMER PUBLIC SAFETY G - Purch	\$278.17		
00030845 BOUND TREE MEDICAL LLC - Purch	\$202.75		
00030990 UNITED 01676648597982 - Pur	\$581.70		
00030629 BEARING BELTCHAIN00244 - Purch	\$321.75		
00031040 IAFC FR1151 - Purchase	\$525.00		
00031462 ENTENMANN-ROVIN COMPAN - Purch	\$40.00		
00030878 IAAI - Purchase	\$100.00		
00031482 ALERT ALL CORP - Purchase	\$3,052.50		
00031530 ATLAS OFFICE PRODUCTS - Purcha	\$726.40		
00029260 BEST WESTERN PLUS - Purchase	\$166.00		
00031499 CASPER FIRE EXTINGUISH - Purch	\$30.75		
00030684 BLOEDORN LUMBER CASPER - Purch	\$751.10		
00030798 BARGREEN WYOMING 25 - Purchase	\$179.00		
00030631 THE HOME DEPOT 6001 - Purchase	\$41.44		
00030767 WM SUPERCENTER #1617 - Purchas	\$79.42		
00029352 HILTON GARDEN INN - Purchase	\$273.90		
00030514 VZWRLSS IVR VB - Purchase	\$1,880.53		
00031336 SQ PYROTECHS INC - Purchase	\$135.00		
00030831 NORCO INC - Purchase	\$486.06		
00030988 JOHN E. REID AND ASSOC - Purch	\$550.00		
00030770 SAMSClub #6425 - Purchase	\$756.04		
00029208 BEST WESTERN PLUS - Purchase	\$166.00		
	<b>\$14,166.81</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
00030080 FEDEXOFFICE 00009423 - Purch	\$294.00		
00030072 TEBO STORE FIXTURES - Purchase	\$22.00		
00030420 C AND D JARNAGIN CO IN - Purch	\$973.30		
00030804 SUTHERLANDS 2219 - Purchase	\$90.97		
00031026 BLOEDORN LUMBER CASPER - Purch	\$320.23		
00031376 BB MPMA - Purchase	\$450.00		
00031532 SQ SHARP KNIFE'S BLAN - Purch	\$183.00		
00030827 KENTUCKIANA FOAM - Purchase	\$57.50		
00031018 ATLAS OFFICE PRODUCTS - Purcha	\$12.44		
00030772 WAL-MART #3778 - Purchase	\$16.00		
00031370 SOUTHEAST PUBLICAT - Purchase	\$269.00		
00031618 SUTHERLANDS 2219 - Purchase	\$18.87		
00030809 BB MPMA - Purchase	\$45.00		
	<b>\$2,752.31</b>	<b>Subtotal for Dept.</b>	<b>Fort Caspar</b>
00030694 NAPA	\$9.99		
00030683 WYOMING MACHINERY CO - Purchas	(\$573.85)		
00030694 NAPA	\$10.07		
00030694 NAPA	\$14.09		
00030694 NAPA	\$9.16		
00030694 NAPA	\$36.40		

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030681	SPARTANCHASSIS (APA) - Purchas	\$616.75	
00030694	NAPA	\$238.09	
00030512	GREINER MOTOR COMPANY - Purcha	\$13.19	
00030694	NAPA	\$471.57	
00030605	CASPER TIRE - Purchase	\$70.00	
00030694	BEARING BELTCHAIN00244 - Purch	\$3.76	
00030692	NORCO INC - Purchase	\$57.57	
00030690	JACKS TRUCK AND EQUIPMT - Purch	\$83.30	
00030550	KELLYS ALIGNMENT AND B - Purch	\$53.00	
00030683	WYO MACH	\$248.01	
00030691	STOTZ EQUIPMENT - Purchase	\$123.28	
00030390	SPARTANCHASSIS (APA) - Purchas	\$463.42	
00030622	MIDLAND IMPLEMENT CO - Purchas	\$166.40	
00030694	NAPA	(\$18.20)	
00030654	CMI-TECO - Purchase	\$115.00	
00030571	BEARING BELTCHAIN00244 - Purch	\$93.86	
00030674	WW GRAINGER - Purchase	\$73.82	
00030694	NAPA	\$1,489.70	
00030715	STOTZ EQUIPMENT - Purchase	\$67.94	
00030709	SAFETY KLEEN SYSTEMS B - Purch	\$767.01	
00030567	NEWARKINONE-US00000109 - Purch	\$23.00	
00031347	VZWRLLS MY VZ VB P - Purchase	\$21.41	
00030491	WW GRAINGER - Purchase	\$40.16	
00029896	ABLE EQUIPMENT CO - Purchase	\$2,434.00	
00030503	HOSE & RUBBER SUPPLY - Purchas	\$29.05	
00030651	ASAP RADIATOR AND SUPP - Purch	\$139.38	
00030430	IN NUTECH SPECIALTIES - Purch	\$1,100.00	
00030648	WHITES MOUNTAIN - Purchase	\$533.49	
00030643	CASPER TIRE - Purchase	\$80.00	
00030573	CENTRAL TRUCK & DIESEL - Credi	(\$80.00)	
00030625	ALPINE MOTOR SPORTS - Purchase	\$227.90	
00030617	BEARING BELTCHAIN00244 - Purch	\$73.92	
00030592	AMAZON MKTPLACE PMTS - Purchas	\$44.44	
00030349	IN NUTECH SPECIALTIES - Purch	\$463.74	
00030626	MIDLAND IMPLEMENT CO - Purchas	\$242.99	
00030572	GOODYEAR COMMERCIAL TI - Purch	\$1,182.90	
00030565	CMI-TECO - Purchase	\$46.28	
00030683	WYO MACH	\$281.18	
00030704	JACKS TRUCK AND EQUIPMT - Purch	\$296.45	
00030314	AMAZON.COM - Purchase	\$236.60	
00030152	AMAZON.COM - Purchase	\$236.60	
00030683	WYO MACH	\$456.02	
00030683	WYO MACH	\$695.94	
00030619	GOODYEAR COMMERCIAL TI - Purch	\$254.00	
	<b>\$13,762.78 Subtotal for Dept.</b>		Garage
00031091	HISTORICAL FOLK TOYS L - Purch	\$584.00	
00031412	SQ M & J DISTRIBUTING - Purch	\$53.87	
00030873	BARRON'S EDUCATIONAL S - Purch	\$114.96	
00030903	ARCADIA PUBLISHING INC - Purch	\$617.47	
00030934	WYOMING TRADING COMPAN - Purch	\$835.00	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031209	COASTERSTONE/MINTBOX - Purchas	\$139.08	
00031057	SQ CADOMA FOUNDATION - Purcha	\$120.00	
00031478	USPS 57627004930333223 - Purch	\$35.00	
00030985	HACHETTE BOOK GROUP - Purchase	\$182.70	
00030763	SCHOLASTIC INC. KEY 6 - Purcha	\$159.76	
00031197	DOUGLAS COMPANY INC - Purchase	\$175.41	
00031020	AMERICANA SOUVENIRS - Purchase	\$369.07	
	<b>\$3,386.32</b>		<b>Subtotal for Dept. General Fund</b>
00031165	CPS DISTRIBUTORS INC C - Purch	\$495.57	
00031436	STOTZ EQUIPMENT - Purchase	\$341.95	
00030865	STAPLES 00114181 - Purch	\$72.98	
00030825	MIDLAND IMPLEMENT CO - Purchas	\$402.02	
00030925	NORTH AMERICAN DIRECTO - Purch	\$200.00	
00030859	R & R PUMPING - Purchase	\$755.13	
00031471	MIDLAND IMPLEMENT CO - Purchas	\$770.18	
00031199	SUTHERLANDS 2219 - Purchase	\$35.52	
	<b>\$3,073.35</b>		<b>Subtotal for Dept. Golf Course</b>
00030698	LRP CONFERENCES LLC - Purchase	\$1,175.00	
00030792	LASXPRESS - Purchase	\$18.00	
00030850	UNITED 01624563870123 - Pur	\$348.60	
00030736	ALG ALGT_TRAVEL - Purchase	\$104.75	
00030847	UNITED 01629289085620 - Pur	\$62.00	
	<b>\$1,708.35</b>		<b>Subtotal for Dept. Health Insurance</b>
00031272	ORKIN 891 - Purchase	\$92.69	
00030889	CASPER STAR TRIBUNE - Purchase	\$270.52	
00030893	SIRIUSWARE, INC. - Purchase	\$463.71	
00031281	AIRGAS CENTRAL - Purchase	\$73.97	
00031373	CRUM ELECTRIC SUPPLY C - Purch	\$2.81	
00030947	WEAR PARTS INC - Purchase	\$851.58	
00031374	BEN MEADOWS - Purchase	\$157.35	
00031101	IN EAGLE ELECTRIC, LL - Purch	\$658.82	
00031515	0970 CED - Credit	(\$11.26)	
00031391	0970 CED - Purchase	\$517.30	
00031439	0970 CED - Purchase	\$401.87	
00031260	ENERGY LABORATORIES - Purchase	\$20.00	
00031347	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00031009	WW GRAINGER - Purchase	\$62.32	
00031442	CRUM ELECTRIC SUPPLY C - Credi	(\$2.81)	
00031153	APPLIED IND TECH 2733 - Purcha	\$2,445.62	
00030224	QDOBA #427 QPS - Purch	\$8.27	
00030925	HOTEL DIRECTORY	\$200.00	
00031191	MURDOCH'S RANCH & HOME - Purch	\$143.97	
00031234	THE HOME DEPOT 6001 - Purchase	\$160.26	
00031261	AGP PROPANE SERVICES - Purchas	\$1,518.83	
	<b>\$8,057.23</b>		<b>Subtotal for Dept. Hogadon</b>
00030317	ATLAS OFFICE PRODUCTS - Purcha	\$667.38	
00030936	ADOBE CREATIVE CLOUD - Purcha	\$73.48	
00031138	IN POWDER RIVER SHRED - Purch	\$75.00	
00030746	IN PEDENS INC. - Purchase	\$60.00	
00030607	AMAZON MKTPLACE PMTS - Purchas	\$33.29	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030724	ADOBE PS CREATIVE CLD - Purch	\$31.49	
00030345	ATLAS OFFICE PRODUCTS - Purcha	\$108.40	
00030505	ABSO - Purchase	\$1,557.13	
00030738	ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00030628	UNITED 01624555874594 - Pur	\$561.98	
00030541	ABSO - Purchase	\$2,111.55	
00030718	AMAZON MKTPLACE PMTS - Purchas	\$33.94	
00030507	ABSO - Purchase	\$2,475.00	
00030675	INTERNATL SOCIETY - Purchase	\$1,075.00	
	<b>\$8,895.65</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00031267	WW GRAINGER - Purchase	\$1,584.00	
00030799	DENNIS SUPPLY COMPANY - Purcha	\$179.28	
00031237	BAILEYS ACE HARDWARE - Purchas	\$9.98	
00030919	STAMPS	\$19.60	
00030583	STAPLES 00114181 - Purch	\$167.95	
00031054	A 2 Z TOWING - Purchase	\$103.00	
00031159	BAILEYS ACE HARDWARE - Purchas	\$31.99	
00030780	DENNIS SUPPLY COMPANY - Purcha	\$6,564.00	
00030808	DENNIS SUPPLY COMPANY - Purcha	\$3,282.00	
00030811	WW GRAINGER - Purchase	\$396.00	
00030518	BAILEYS ACE HARDWARE - Purchas	\$37.92	
00031174	SAMSCLUB #6425 - Purchase	\$330.97	
00031174	SAMSCLUB #6425 - Purchase	\$120.88	
00030722	DENNIS SUPPLY COMPANY - Purcha	\$6,564.00	
00030395	BAILEYS ACE HARDWARE - Purchas	\$12.99	
00030604	BECKER ARENA PRODUCTS - Purcha	\$172.46	
00030583	STAPLES 00114181 - Purch	\$157.99	
00031196	SAMSCLUB #6425 - Purchase	\$55.92	
00030805	SHERWIN WILLIAMS #3439 - Purch	\$125.75	
00030795	BAILEYS ACE HARDWARE - Purchas	\$9.99	
00030844	SHERWIN WILLIAMS #3439 - Purch	\$36.57	
00031115	BAILEYS ACE HARDWARE - Purchas	\$10.99	
00031335	BARGREEN WYOMING 25 - Purchase	\$10.60	
	<b>\$19,984.83</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00031447	ATLAS OFFICE PRODUCTS - Purcha	\$88.34	
00031134	SAMSCLUB #6425 - Purchase	\$73.11	
	<b>\$161.45</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00030489	COMTRONIX - Purchase	\$343.62	
00031126	COMMUNICATION TECHNOLO - Purch	\$645.75	
00031107	WYOMING WORK WAREHOUSE - Purch	\$119.98	
00030787	MURDOCH'S RANCH & HOME - Purch	\$14.99	
00030296	NORCO INC - Purchase	\$110.12	
00030196	ATLAS OFFICE PRODUCTS - Purcha	\$263.74	
00028769	WAL-MART #3778 - Purchase	\$24.20	
00030406	COCA COLA BOTTLING CO - Purcha	\$50.75	
00030717	WONDER WASH - TRAVIS - Purchas	\$9.44	
00030331	OFFICEMAX/OFFICEDEPOT6 - Purch	\$79.98	
00030730	COMTRONIX - Purchase	\$132.00	
00029600	AMAZON MKTPLACE PMTS - Purchas	\$349.95	
00030452	WYOMING STATE BOARD OF - Purch	\$82.00	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030888	COCA COLA BOTTLING CO - Purcha	\$29.50	
00030758	R & R PUMPING - Purchase	\$270.00	
00030370	ALTITUDE VETERINARY HO - Purch	\$172.78	
00030524	GALLS - Purchase	\$134.99	
00030852	MERBACK AWARD COMPANY - Purcha	\$26.80	
		<b>\$2,860.59</b>	<b>Subtotal for Dept. Metro Animal</b>
00031461	WW GRAINGER - Purchase	\$348.52	
00031243	NORCO INC - Purchase	\$98.00	
00031350	KONE INC. - Purchase	\$2,877.96	
		<b>\$3,324.48</b>	<b>Subtotal for Dept. Parking</b>
00030132	GALLES GREENHOUSE AND - Purcha	\$36.00	
00029892	STOTZ EQUIPMENT - Purchase	\$1,265.00	
00029892	STOTZ EQUIPMENT - Purchase	\$1,350.00	
00030860	BLOEDORN LUMBER CASPER - Purch	\$12.40	
00030433	BAILEYS ACE HARDWARE - Purchas	\$4.20	
00031121	CANCELLI - Purchase	\$15,353.28	
00031127	SQ ATLANTIC ELECTRIC, - Purch	\$775.03	
00031067	WATERWORKS INDUSTRIES - Credit	(\$10.10)	
00030510	CASPER CONTRACTORS SUP - Purch	\$84.62	
00031086	WATERWORKS INDUSTRIES - Purcha	\$9.55	
00030841	CPS DISTRIBUTORS INC C - Purch	\$2,660.33	
00031142	CPS DISTRIBUTORS INC C - Purch	\$330.00	
00031173	CPS DISTRIBUTORS INC C - Purch	\$33.50	
00031182	BAILEYS ACE HARDWARE - Purchas	\$15.47	
00030789	71 CONSTRUCTION INC #1 - Purch	\$106.15	
00031213	JOHNNY APPLESEED, INC. - Purch	\$318.57	
00031058	CPS DISTRIBUTORS INC C - Purch	\$243.91	
00030993	CPS DISTRIBUTORS INC C - Purch	\$14.31	
00030940	BAILEYS ACE HARDWARE - Purchas	\$14.98	
00031100	CPS DISTRIBUTORS INC C - Purch	\$131.71	
00030914	SQ ATLANTIC ELECTRIC, - Purch	\$4,900.00	
00031005	STOTZ EQUIPMENT - Purchase	\$89.91	
00030552	CPS DISTRIBUTORS INC C - Purch	\$864.79	
00030554	CPS DISTRIBUTORS INC C - Purch	\$2,378.56	
00031192	STOTZ EQUIPMENT - Purchase	\$18.96	
00029661	WAL-MART #1617 - Credit	(\$35.53)	
00030814	CPS DISTRIBUTORS INC C - Purch	\$0.50	
00030076	RIDLEY'S 1132 - Purchase	\$3.96	
00030823	CPS DISTRIBUTORS INC C - Purch	\$403.08	
00030450	THE HOME DEPOT 6001 - Purchase	\$16.78	
00031003	CPS DISTRIBUTORS INC C - Purch	\$413.73	
00031216	WYOMING RENTS LLC - Purchase	\$320.00	
00029159	WAL-MART #1617 - Purchase	\$35.53	
00031171	CPS DISTRIBUTORS INC C - Purch	\$66.50	
00030532	BAILEYS ACE HARDWARE - Purchas	\$9.98	
00030546	COLORADO PARKS AND REC - Purch	\$585.00	
00030782	GALLES GREENHOUSE AND - Purcha	\$518.04	
00030744	CPS DISTRIBUTORS INC C - Purch	\$0.50	
00030564	CPS DISTRIBUTORS INC C - Purch	\$108.23	
00030741	WATERWORKS INDUSTRIES - Purcha	\$10.10	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030714 BUSH-WELLS SPORTING GO - Purch	\$18.00	
00030630 CPS DISTRIBUTORS INC C - Purch	\$152.40	
00030612 CPS DISTRIBUTORS INC C - Purch	\$84.75	
00030473 CPS DISTRIBUTORS INC C - Purch	\$336.46	
00030436 GALLES GREENHOUSE AND - Purcha	\$61.56	
	<b>\$34,110.70</b>	<b>Subtotal for Dept. Parks</b>
00030983 SQ ATLANTIC ELECTRIC, - Purch	\$118.52	
00030935 OVERHEAD DOOR COMPANY - Purcha	\$2,988.00	
00030917 SQ ATLANTIC ELECTRIC, - Purch	\$1,604.13	
00030895 INTERMOUNTAIN MOTOR SA - Purch	\$2,629.42	
	<b>\$7,340.07</b>	<b>Subtotal for Dept. Perpetual Care</b>
00030832 CASPER STAR TRIBUNE - Purchase	\$54.00	
00030812 RICOH USA, INC - Purchase	\$241.20	
00030790 ATLAS OFFICE PRODUCTS - Purcha	\$121.59	
00030797 ATLAS REPRODUCTION - Purchase	\$24.00	
00031248 CASPER STAR TRIBUNE - Purchase	\$48.60	
00031167 CASPER STAR TRIBUNE - Purchase	\$30.55	
00031012 USPS 57155809430310940 - Purch	\$175.00	
00030942 CASPER STAR TRIBUNE - Purchase	\$57.90	
00031339 AMERICAN PLANNING ASSO - Purch	\$108.00	
00028175 SHERATON SEATTLE HOTEL - Credi	(\$4.38)	
00031340 IN EXPRESS PRINTING C - Purch	\$36.50	
00030861 ATLAS REPRODUCTION - Purchase	\$6.00	
00031006 CASPER STAR TRIBUNE - Purchase	\$309.76	
00031338 ATLAS REPRODUCTION - Purchase	\$6.00	
00030766 RICOH USA, INC - Purchase	\$283.40	
	<b>\$1,498.12</b>	<b>Subtotal for Dept. Planning</b>
00028305 FRONTIER T78ENZ - Purchase	\$728.40	
00030689 QUALITY OFFICE SOLUTIO - Purch	\$314.62	
00030840 QUALITY OFFICE SOLUTIO - Purch	\$1.38	
00028454 ELY LA QUINTA - Purchase	\$276.39	
00029460 AMAZON MKTPLACE PMTS - Purchas	\$17.98	
00028451 CHEVRON 0370062 - Purchase	\$21.21	
00028348 DELTA 00682677720211 - Pur	\$25.00	
00030695 ROSEN SHINGLE CRK FB - Purchas	\$18.57	
00028463 CHEVRON 0371042 - Purchase	\$37.61	
00028380 NASRO - Purchase	\$500.00	
00030701 QUALITY OFFICE SOLUTIO - Purch	\$164.96	
00030705 ROSEN SHINGLE CRK FB - Purchas	\$24.75	
00030708 QUALITY OFFICE SOLUTIO - Purch	\$34.26	
00030716 ROSEN SHINGLE CRK FB - Purchas	\$10.75	
00030723 ROSEN SHINGLE CRK FB - Purchas	\$8.62	
00028714 CHEYENNE LITTLE AMER - Purchas	\$28.76	
00028279 FRONTIER - Credit	(\$728.40)	
00031221 FEDEX 95348273 - Purchase	\$28.58	
00029651 PILOT 00007591 - Purch	\$18.39	
00031175 HARTZ E&F TOWING & REC - Purch	\$175.00	
00030769 CARL'S JR. - Purchase	\$8.87	
00030830 QUALITY OFFICE SOLUTIO - Purch	\$40.99	
00031124 BEST BUY 00015271 - Purch	\$1,414.56	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031059	BAILEYS ACE HARDWARE - Purchas	\$4.58
00031078	IN EXPRESS PRINTING C - Purch	\$884.00
00031130	QUALITY OFFICE SOLUTIO - Purch	\$64.97
00031155	GALLS HQ - Purchase	\$690.95
00031151	CASPER STAR TRIBUNE - Purchase	\$270.40
00031148	WESTERN LOCKSMITH - Purchase	\$5.00
00030891	SHELL OIL 574424636QPS - Purch	\$32.92
00029999	TEMPLEPUBLI - Purchase	\$195.00
00031104	VZWRLLS IVR VB - Purchase	\$145.52
00029741	TAYLORS - Purchase	\$27.79
00031122	HARTZ E&F TOWING & REC - Purch	\$265.00
00030251	PEPES MEXICAN RESTAURA - Purch	\$27.00
00031161	QUALITY OFFICE SOLUTIO - Purch	\$93.98
00028595	DELTA 00675980715874 - Pur	\$384.60
00030210	BEST WESTERN HOTELS - - Purcha	\$94.11
00029712	LOAF N JUG #0011 - Purchase	\$17.94
00030777	CASPER ANIMAL CENTER, - Purcha	\$69.30
00029744	SHELL OIL 57444234504 - Purcha	\$27.38
00029566	BRADLEY PETROLEUM IN - Purchas	\$14.30
00030301	WYOMING OFFICE PRODUCT - Purch	\$3,017.53
00030138	UNITED 01624542150011 - Pur	\$195.00
00031113	QUALITY OFFICE SOLUTIO - Purch	\$11.98
00029754	UNITED 01624529036631 - Pur	\$945.70
00030911	RESPOND FIRST AID OF W - Purch	\$242.02
00031205	TLO TRANSUNION - Purchase	\$111.75
00030613	MCDONALD'S F13570 - Purchase	\$6.21
00030838	WAL-MART #3778 - Purchase	\$25.76
00031201	FLEMING SUPPLY - Purchase	\$9.40
00027947	DELTA 00675947718810 - Pur	\$209.10
00030529	SHELL OIL 57444302400 - Purcha	\$17.00
00029785	IN ROTARY CLUB OF CAS - Purch	\$219.66
00030784	QUALITY OFFICE SOLUTIO - Purch	\$8.29
00028526	DALLAS CHILDRENS ADVOC - Purch	\$490.00
00031021	CRAZY PEDALER BIKE HIK - Purch	\$33.99
00030871	LOAF N JUG #0104 Q81 - Purch	\$18.17
00029729	DRI VMWARE - Purchase	\$118.11
00028553	UNITED 01675980657820 - Pur	\$465.10
00030151	SHIRTS & MORE, INC. - Purchase	\$181.00
00028040	NRA LAW ENFORCEMENT - Purchase	\$595.00
00030471	PARK RIDGE BEHAVIORAL - Purcha	\$400.00
00031218	VZWRLLS IVR VB - Purchase	\$3,601.50
00030849	QUALITY OFFICE SOLUTIO - Purch	\$47.99
00030647	POLLO TROPICAL #0032 - Purchas	\$8.34
00030835	IACP - Purchase	\$150.00
00030664	HOUSE OF BLUES ORLANDO - Purch	\$33.82
00030821	QUALITY OFFICE SOLUTIO - Purch	\$15.18
00030848	NOLAND FEED INC. - Purchase	\$86.80
00030820	QUALITY OFFICE SOLUTIO - Purch	\$29.59
00031188	IN JOHNSON ROBERTS & - Purcha	\$35.00
00030641	FRONTIER - Purchase	\$30.00

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031189	LOVE S COUNTRY00002204 - Purch	\$32.71	
00031282	ENTERPRISE RENT-A-CAR - Purcha	\$928.02	
00030863	BURGER KING AS10152007 - Purch	\$9.26	
00030932	TIPS/HEALTH COMMUNICAT - Purch	\$75.00	
00030898	HAMPTON INN DENVER - Purchase	\$193.93	
00028561	DELTA 00675980848476 - Pur	\$759.60	
00031356	SPILLMAN TECHNOLOGIES - Purcha	\$865.00	
00030409	CRAZY PEDALER BIKE HIK - Purch	\$39.99	
00031210	MERBACK AWARD COMPANY - Purcha	\$10.00	
00029710	FACTORYOUTLETSTORE.COM - Purch	\$35.77	
00030952	BEARING BELTCHAIN00244 - Purch	\$29.88	
00030526	SHELL OIL 57444302400 - Purcha	\$20.50	
00030637	MCDONALD'S F13570 - Purchase	\$7.29	
00030796	QUALITY OFFICE SOLUTIO - Purch	\$17.90	
00031354	SPILLMAN TECHNOLOGIES - Purcha	\$865.00	
00031273	PERSONNEL EVALUATION - Purchas	\$20.00	
00030494	IN ROTARY CLUB OF CAS - Purch	\$217.00	
00030618	7-ELEVEN 39510 - Purchase	\$41.98	
00030793	QUALITY OFFICE SOLUTIO - Purch	\$185.95	
00030693	QUALITY OFFICE SOLUTIO - Purch	\$31.99	
00030802	QUALITY OFFICE SOLUTIO - Purch	\$4.09	
00028672	EXXONMOBIL 47736939 - Purch	\$16.06	
00031163	R & R REST STOPS - Purchase	\$138.92	
00030833	CARL'S JR. - Purchase	\$10.36	
00031297	PAYPAL CHRIS RYAN - Purchase	\$595.00	
00030851	FRONTIER - Purchase	\$30.00	
		<b>\$23,026.18</b>	<b>Subtotal for Dept. Police</b>
00029828	STALKER RADAR - Purchase	\$3,225.00	
00029856	CY SALES - Purchase	\$3,502.00	
00029864	CASPER STAR TRIBUNE - Purchase	\$291.10	
		<b>\$7,018.10</b>	<b>Subtotal for Dept. Police Dept</b>
00031406	MOUNTAIN VIEW SUB SHOP - Purch	\$134.25	
00030603	WM SUPERCENTER #1617 - Purchas	\$19.90	
00030139	FIRSTDATA COMMERCIAL S - Purch	\$22.96	
		<b>\$177.11</b>	<b>Subtotal for Dept. Police Grants</b>
00030924	URGENT CARE OF CASPER - Purcha	\$93.00	
00030910	DAYLIGHTDONUTSYELLOWST - Credi	(\$83.35)	
00030387	SQ ATLANTIC ELECTRIC, - Purch	\$690.00	
00031292	J J KELLER & ASSOCIATE - Purch	\$539.00	
00030334	DAYLIGHT DONUTS - Purchase	\$95.85	
00030453	URGENT CARE OF CASPER - Purcha	\$928.00	
00030944	DAYLIGHTDONUTSYELLOWST - Purch	\$75.41	
00031252	CPI COLEPARMERINSTRUMT - Purch	\$861.88	
00030601	DAYLIGHTDONUTSYELLOWST - Credi	(\$95.85)	
00031132	MICHAELSFENCE&SUPPLYIN - Purch	\$113.79	
00028139	MOUNTAIN SPORTS - Purchase	\$170.00	
00031262	J J KELLER & ASSOCIATE - Purch	\$266.00	
00030418	SQ ATLANTIC ELECTRIC, - Purch	\$10,619.22	
00030278	STARBUCKS #21239 CASPE - Credi	(\$77.74)	
00030282	STARBUCKS #21239 CASPE - Purch	\$74.75	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030594	PBP EXECUTIVE REPORTS - Purcha	\$59.00	
00030862	CPU VENTURE TECH NETWO - Purch	\$32.89	
00030627	DAYLIGHTDONUTSYELLOWST - Purch	\$3.97	
00030279	STARBUCKS #21239 CASPE - Purch	\$77.74	
00030635	DAYLIGHTDONUTSYELLOWST - Purch	\$83.35	
		<b>\$14,526.91</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00031061	EL MARK-O LANES - Purchase	\$668.50	
00030727	DAVES DARTS N BILLARDS - Credi	(\$0.30)	
00031301	CASPER FIRE EXTINGUISH - Purch	\$20.75	
00031250	DOLRTREE 3288 00032888 - Purch	\$6.00	
00030890	WALGREENS #7462 - Purchase	\$33.00	
00030919	STAMPS	\$19.60	
00030919	ALBERTSONS - Purchase	\$19.60	
00030127	DAVES DARTS N BILLARDS - Purch	\$6.20	
00031250	DOLRTREE 3288 00032888 - Purch	\$10.00	
00031200	RIDLEY'S 1132 - Purchase	\$25.00	
		<b>\$808.35</b>	<b>Subtotal for Dept. Recreation</b>
00030879	IN AMERICAN EAGLE CL - Purch	\$500.00	
00031019	CASPER CONTRACTORS SUP - Purch	\$614.28	
00029552	AIRGAS CENTRAL - Purchase	\$30.04	
00031225	BEARING BELTCHAIN00244 - Purch	\$113.04	
00030768	ACT WSWRA - Purchase	\$310.00	
00030791	IN NUTECH SPECIALTIES - Purch	\$81.60	
00030262	DECKER AUTO GLASS - Credit	(\$179.65)	
00030548	IN GREAT PLAINS CLEAN - Purch	\$173.20	
00030937	AIRGAS CENTRAL - Credit	(\$30.04)	
00030826	IN AMERICAN EAGLE CL - Credi	(\$500.00)	
00030858	ALSCO SLCAS - Purchase	\$208.25	
00030927	DOMINO'S 6042 - Purchase	\$52.94	
00031198	IN AMERICAN EAGLE CL - Purch	\$500.00	
00031323	DSASUMO THAI RESTAURAN - Purch	\$31.29	
00030286	DECKER AUTO GLASS - Purchase	\$179.65	
00031052	WYOMING STEEL AND RECY - Purch	\$6,962.70	
00030711	SUTHERLANDS 2219 - Purchase	\$54.40	
00031065	SHERWIN WILLIAMS #3439 - Purch	\$887.80	
00031112	IN AMERICAN EAGLE CL - Purch	\$1,466.25	
00030711	SUTHERLANDS 2219 - Purchase	\$10.96	
00031079	COASTAL CHEMICAL CO LL - Purch	\$330.00	
00030712	SUTHERLANDS 2219 - Purchase	\$11.34	
00031077	AIRGAS CENTRAL - Purchase	\$165.91	
00030682	IN AMERICAN EAGLE CL - Purch	\$500.00	
00030870	SAMSClub #6425 - Purchase	\$109.20	
00030764	IN AMERICAN EAGLE CL - Purch	\$500.00	
		<b>\$13,083.16</b>	<b>Subtotal for Dept. Refuse Collection</b>
00030966	BAILEYS ACE HARDWARE - Purchas	\$21.99	
00030857	NORCO INC - Purchase	\$74.20	
00030975	NORCO INC - Purchase	\$33.48	
00030900	IN NASSCO, INC. - Purchase	\$25.00	
00030783	ALSCO SLCAS - Purchase	\$232.30	
00030190	ALBERTSONS - Purchase	\$10.18	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031347	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00030699	SQ NEVEREST EQUIPMENT - Purch	\$102.91	
00030662	ATLAS OFFICE PRODUCTS - Purcha	\$77.13	
		<b>\$598.60</b>	<b>Subtotal for Dept. Sewer</b>
00031047	SQ ATLANTIC ELECTRIC, - Purch	\$808.38	
00030761	ALSCO SLCAS - Purchase	\$314.26	
00030976	BAILEYS ACE HARDWARE - Purchas	\$5.99	
00030463	FACEBK WRAAB8AKH2 - Purchase	\$97.93	
00030545	BOBCAT OF CASPER - Purchase	\$1,724.00	
00030928	AGP PROPANE SERVICES - Purchas	\$267.73	
00031183	CASPER CONTRACTORS SUP - Purch	\$83.43	
00031347	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00030728	MAXWELL PRODUCTS - Purchase	\$24,652.38	
00030969	CASPER CONTRACTORS SUP - Purch	\$101.14	
		<b>\$28,076.65</b>	<b>Subtotal for Dept. Streets</b>
00030984	ECONOLITE - Purchase	\$509.77	
00031162	LYLE SIGNS - Purchase	\$5,636.50	
00031347	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00031043	SQ ATLANTIC ELECTRIC, - Purch	\$492.00	
00031085	SQ ATLANTIC ELECTRIC, - Purch	\$225.25	
00031076	SQ ATLANTIC ELECTRIC, - Purch	\$3,185.00	
		<b>\$10,069.93</b>	<b>Subtotal for Dept. Traffic</b>
00030868	NCL OF WISCONSIN INC - Purchas	\$231.78	
00030957	REXEL 0028 - Purchase	\$463.68	
00031202	CASPER TIRE - Purchase	\$14.29	
00031110	WESTERN STATES CONTROL - Purch	\$2,951.33	
00031347	VZWRLSS MY VZ VB P - Purchase	\$42.81	
00031102	HOSE & RUBBER SUPPLY - Purchas	\$233.24	
00030973	NORCO INC - Purchase	\$248.00	
00030971	WATERWORKS INDUSTRIES - Purcha	\$232.52	
00030880	OWPSACSTATE - Purchase	\$110.00	
00030854	USPS 57155809430310940 - Purch	\$8.11	
00031092	NORTHROP BOILER WORKS - Purcha	\$5,900.00	
00030896	INTERMOUNTAIN MOTOR SA - Purch	\$271.50	
00030956	THE UPS STORE 2200 - Purchase	\$34.11	
00030908	INTERMOUNTAIN MOTOR SA - Purch	\$455.35	
00031028	THE UPS STORE 2200 - Credit	(\$0.45)	
00031190	HAJOCA KEENAN SUPP 25 - Purcha	\$1,000.80	
00031230	DIXON CREEK SOFTWARE - Purchas	\$750.00	
00031245	DIAMOND VOGEL PAINT #7 - Purch	\$161.88	
00031194	DIAMOND VOGEL PAINT #7 - Purch	\$3.63	
00031069	TFS FISHER SCI CHI - Purchase	\$134.40	
00030948	CASPER FIRE EXTINGUISH - Purch	\$663.00	
00030713	NORCO INC - Purchase	\$865.00	
00030923	HOSE & RUBBER SUPPLY - Purchas	\$46.56	
00030752	PRAIRIE PELLA WYOMING - Purcha	\$19.38	
00031049	NORTHROP BOILER WORKS - Purcha	\$3,398.15	
00031140	HAJOCA KEENAN SUPP 25 - Purcha	\$79.67	
00030843	ALSCO SLCAS - Purchase	\$997.72	
		<b>\$19,316.46</b>	<b>Subtotal for Dept. Waste Water</b>

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00031066	USPS 57155809430310940 - Purch	\$16.76	
00031033	STOTZ EQUIPMENT - Purchase	\$513.41	
00031034	BEARING BELTCHAIN00244 - Purch	\$15.09	
00031039	ENERGY LABORATORIES, I - Purch	\$340.00	
00031084	ENERGY LABORATORIES, I - Purch	\$40.00	
00031080	BEARING BELTCHAIN00244 - Purch	\$45.98	
00031247	INBERG MILLER ENGINEER - Purch	\$420.00	
00030810	SAMSCCLUB #6425 - Purchase	\$306.14	
00030876	UNITED STATES WELDING - Purcha	\$19.23	
00030881	FERGUSON ENT #3069 - Purchase	\$94.40	
00030912	GEORGE T SANDERS 20 - Purchase	\$59.75	
00030905	RUSSELL INDUSTRIES INC - Purch	\$1,185.77	
00031022	NORCO INC - Purchase	\$46.13	
00030753	ENERGY LABORATORIES, I - Purch	\$340.00	
00031185	CPS DISTRIBUTORS INC C - Purch	\$261.00	
00030662	ATLAS OFFICE PRODUCTS - Purcha	\$94.26	
00030765	ENERGY LABORATORIES, I - Purch	\$20.00	
00030745	ENERGY LABORATORIES, I - Purch	\$240.00	
00030737	TOP OFFICE PRODUCTS IN - Purch	\$116.53	
00030776	DANA KEPNER CO. - Purchase	\$260.00	
00030759	ALSCO SLCAS - Purchase	\$478.20	
00030762	BEARING BELTCHAIN00244 - Purch	\$20.70	
00031131	SUTHERLANDS 2219 - Purchase	\$8.87	
00030965	BEARING BELTCHAIN00244 - Purch	\$119.94	
00031088	CASPER CONTRACTORS SUP - Purch	\$334.64	
00031347	VZWRLSS MY VZ VB P - Purchase	\$98.66	
00030754	HOSE & RUBBER SUPPLY - Purcha	\$16.00	
00030596	CASPER STAR TRIBUNE - Purchase	\$408.20	
00030719	NORCO INC - Purchase	\$31.21	
00030740	USPS 57155809430310940 - Purch	\$42.78	
00030756	OVERHEAD DOOR COMPANY - Purcha	\$253.30	
	<b>\$6,246.95</b> Subtotal for Dept.		Water
00031064	CASPER STAR TRIBUNE - Purchase	\$185.16	
00031041	KONE INC. - Purchase	\$2,546.88	
00030874	AUTOMATION ELECTRONICS - Purch	\$518.00	
00030819	ALSCO SLCAS - Purchase	\$144.00	
00030877	EUROFINS EATON ANALYTI - Purch	\$550.00	
00031154	SUTHERLANDS 2219 - Purchase	\$10.99	
00030867	COASTAL CHEMICAL CO LL - Purch	\$134.99	
00031347	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00031208	ARCAS TECHNOLOGY INC - Purcha	\$65.00	
00030731	XEROX CORPORATION/RBO - Purcha	\$210.25	
00031215	GREINER MOTOR COMPANY - Purcha	\$315.07	
00031075	ENERGY LABORATORIES - Purchase	\$84.00	
00031108	ENERGY LABORATORIES - Purchase	\$225.00	
00030968	UPS 0000008F045W285 - Purchase	\$86.89	
00030846	ENERGY LABORATORIES - Purchase	\$225.00	
00030913	ENERGY LABORATORIES - Purchase	\$20.00	
00031066	USPS 57155809430310940 - Purch	\$16.74	
00030748	IN NUTECH SPECIALTIES - Purch	\$328.44	

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

00030657 ENERGY LABORATORIES - Purchase  
00030986 WYOMING.COM - Purchase

\$225.00  
\$20.00

**\$5,932.82** Subtotal for Dept. Water Treatment Plant

00030667 BAR D SIGNS INC - Purchase  
00030504 VAN DIEST SUPPLY COMPA - Purch

\$145.16  
\$1,332.86

**\$1,478.02** Subtotal for Dept. Weed And Pest

**\$309,982.79** Subtotal for Vendor

## PEAKS TO PLAINS DESIGN, P.C.

1319 FY14 I-25 ENTRYWAY BEAUTIFICAT  
1319 FY14 I-25 ENTRYWAY BEAUTIFICAT

\$989.04  
\$9,410.96

**\$10,400.00** Subtotal for Dept. Metropolitan Planning

**\$10,400.00** Subtotal for Vendor

## PHIPPS, THOMAS

0024738236 DEPOSIT/CREDIT REFUND

\$43.18

**\$43.18** Subtotal for Dept. Water

**\$43.18** Subtotal for Vendor

## PLATTE RIVER CROSSING

COC 2015-2 ANNUAL BUILDING RENT

\$125,592.00

**\$125,592.00** Subtotal for Dept. Communications Center

**\$125,592.00** Subtotal for Vendor

## PORTER, MUIRHEAD, CORNIA & HOWARD

211269 AUDIT SERVICES

\$30,000.00

**\$30,000.00** Subtotal for Dept. Finance

**\$30,000.00** Subtotal for Vendor

## POSTAL PROS, INC.

74831 WEB POSTING MAY 2015

\$2,607.10

**\$2,607.10** Subtotal for Dept. Finance

**\$2,607.10** Subtotal for Vendor

## POVERTY RESISTANCE FOOD PANTRY

0510 FY16 ONE CENT FUNDING  
RIN0025572 FY16 ONE CENT FUNDING

\$2,828.00  
\$7,807.02

**\$10,635.02** Subtotal for Dept. One Cent #15

**\$10,635.02** Subtotal for Vendor

## PRESERVATION SOLUTIONS

101 MILESTONE #2 REVISION TO GRANT

\$4,000.00

**\$4,000.00** Subtotal for Dept. Fort Caspar

**\$4,000.00** Subtotal for Vendor

## PUBLIC TECHNOLOGY, INC.

20585590 TECHNOLOGY SUPPORT SERVICES

\$5,000.00

**\$5,000.00** Subtotal for Dept. Information Services

**\$5,000.00** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

RIN0025614 MIKE SEDAR CONCESS/ POOL ELEC

\$20,998.00

**\$20,998.00** Subtotal for Dept. Aquatics

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

RIN0025563 ELECTRICITY-TANKS, BST, METER  
RIN0025563 ELECTRICITY-WTP, WELLS

\$9,274.28  
\$55,892.29  
**\$65,166.57** Subtotal for Dept. Water Treatment Plant  
**\$86,164.57** Subtotal for Vendor

## RYAN HIEB

RIN0025554 TUITION REIMBURSEMENT

\$902.25  
**\$902.25** Subtotal for Dept. Police  
**\$902.25** Subtotal for Vendor

## SAM DUNNUCK

RIN0025596 TRAVEL REIMBURSEMENT

\$97.51  
**\$97.51** Subtotal for Dept. Police  
**\$97.51** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

673332 REPAIR/UPHOLSTER SEAT

\$265.00  
**\$265.00** Subtotal for Dept. Garage  
**\$265.00** Subtotal for Vendor

## SANDERS, JACOB

0024738233 DEPOSIT/CREDIT REFUND

\$39.86  
**\$39.86** Subtotal for Dept. Water  
**\$39.86** Subtotal for Vendor

## SARA NELSON

145214 CLOTHING REIMBURSEMENT

\$16.26  
**\$16.26** Subtotal for Dept. Police  
**\$16.26** Subtotal for Vendor

## SCHIFFERNS, DESIRAE

0024738234 DEPOSIT/CREDIT REFUND

\$19.57  
**\$19.57** Subtotal for Dept. Water  
**\$19.57** Subtotal for Vendor

## SCHWARTZ, BON, WALKER, & STUDER, LLC.

5996 LEGAL FEES

\$6,299.08  
**\$6,299.08** Subtotal for Dept. Council  
**\$6,299.08** Subtotal for Vendor

## SCS AQUATERRA

0258263 NMOC TIER II TESTING/CLOSED

\$14,185.92  
**\$14,185.92** Subtotal for Dept. Balefill  
**\$14,185.92** Subtotal for Vendor

## SHOSHONE DISTRIBUTING CO., INC.

03182 PUZZLES WY. DECAL T-SHIRTS

\$1,200.00  
**\$1,200.00** Subtotal for Dept. General Fund  
**\$1,200.00** Subtotal for Vendor

## SHUGART, DEBORAH

0024738248 DEPOSIT/CREDIT REFUND

\$13.89  
**\$13.89** Subtotal for Dept. Water

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$13.89** Subtotal for Vendor

## SOLID WASTE PROFESSIONALS OF WY LLC

240 CQA AND CA FOR CONSTRUCTION 3&

\$56,608.54

**\$56,608.54** Subtotal for Dept. Balefill

**\$56,608.54** Subtotal for Vendor

## SOURCE GAS DIST. LLC

201180999751 NATURAL GAS

\$462.62

**\$462.62** Subtotal for Dept. Casper Events Center

201003379432 NATURAL GAS

\$26.11

**\$26.11** Subtotal for Dept. City Hall

201447894126 NATURAL GAS

\$28.80

**\$28.80** Subtotal for Dept. Fire

201180999855 NATURAL GAS

\$88.25

**\$88.25** Subtotal for Dept. Fort Caspar

201269960799 NATURAL GAS

\$17.72

**\$17.72** Subtotal for Dept. Sewer

201180999946 EMERGY HEAT

\$526.92

**\$526.92** Subtotal for Dept. Water Treatment Plant

**\$1,150.42** Subtotal for Vendor

## SPELLMAN TECHNOLOGIES, INC.

30483 MAINT AGREE

\$137,038.00

**\$137,038.00** Subtotal for Dept. Communications Center

**\$137,038.00** Subtotal for Vendor

## STANTEC CONSULTING SVCS INC.

928903 NORTH PLATTE RIVER RESPORATION

\$3,764.00

928893 AMENDEMENT #1 - N. PLATTE RIVE

\$2,840.00

**\$6,604.00** Subtotal for Dept. Streets

**\$6,604.00** Subtotal for Vendor

## STATE OF WY. - NOTARY DIV.

RIN0025573 RENEW NOTARY BM

\$30.00

**\$30.00** Subtotal for Dept. Police

**\$30.00** Subtotal for Vendor

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

RIN0025587 DWSRF#46 INTEREST

\$24,583.58

RIN0025587 DWSRF#46 PRINCIPAL

\$71,637.11

**\$96,220.69** Subtotal for Dept. Water

**\$96,220.69** Subtotal for Vendor

## STEALTH PARTNER GROUP

RIN # 0025570 AUGUST PREMIUM

\$65,139.40

**\$65,139.40** Subtotal for Dept. Health Insurance

**\$65,139.40** Subtotal for Vendor

## STEPHANIE PEDROZA

3784 MOTOR/FLEET CROSS SUBSCRIPTION

\$2,450.00

**\$2,450.00** Subtotal for Dept. Garage

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$2,450.00** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

447032 REPAIR AND REMODEL RECEPTION A  
447030 REPAIR AND REMODEL RECEPTION A

\$1,466.00

\$7,830.00

**\$9,296.00** Subtotal for Dept. Metro Animal

**\$9,296.00** Subtotal for Vendor

## SUSAN FRANK

RIN0025606 REFUND  
RIN0025606 REFUND  
RIN0025606 REFUND

\$43.00

\$85.00

\$10.00

**\$138.00** Subtotal for Dept. Aquatics

RIN0025606 REFUND

\$815.27

**\$815.27** Subtotal for Dept. Recreation

**\$953.27** Subtotal for Vendor

## SUSAN ROMER

RIN0025605 PAPER

\$39.84

**\$39.84** Subtotal for Dept. Aquatics

RIN0025605 PAPER

\$39.84

RIN0025605 SUPPLIES

\$61.55

RIN0025605 PAPER

\$39.84

**\$141.23** Subtotal for Dept. Recreation

**\$181.07** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

507150671 SARALEE BROWNIE CARMEL SLT  
507080629 PIERCE CHICKEN WING DINGS BRD  
507130176 BUTTER CHEESE SOUR CREAM MARG  
507170201 HORSERADISH CRNBRY CCKTL TOMAT

\$143.36

\$425.82

\$1,287.76

\$356.19

**\$2,213.13** Subtotal for Dept. Casper Events Center

**\$2,213.13** Subtotal for Vendor

## THATCHER CO.

1366170 CHEMICALS T-CHLOR

\$7,555.79

**\$7,555.79** Subtotal for Dept. Water Treatment Plant

**\$7,555.79** Subtotal for Vendor

## THE PEAK INDOOR CLIMBING GYM

7202015 G RATED CARABINERS

\$1,080.00

**\$1,080.00** Subtotal for Dept. Fire

**\$1,080.00** Subtotal for Vendor

## THE SCIENCE ZONE

21 FUNDING FOR 2015-2016 FY

\$25,000.00

**\$25,000.00** Subtotal for Dept. Social Community Services

**\$25,000.00** Subtotal for Vendor

## THE SLIDE EXPERTS, INC.

657 AQUATIC CENTER SLIDE RESURFACI  
657-2 AMENDMENT#1 - AQUATIC SLIDE

\$37,000.00

\$10,500.00

**\$47,500.00** Subtotal for Dept. Aquatics

# Bills and Claims

22-Jul-15 to 04-Aug-15

City of Casper

**\$47,500.00** Subtotal for Vendor

## TRETO CONST.

RIN0025598 RETAINAGE 14-44

(\$5,260.00)

**(\$5,260.00)** Subtotal for Dept. Capital Projects

RIN0025598 EAGLE STORM SEWER REPAIR PROJ

\$95,000.00

RIN002599 ROLL OVER BUDGET TO FY16

\$3,900.00

**\$98,900.00** Subtotal for Dept. Streets

**\$93,640.00** Subtotal for Vendor

## TURNKEY SVCS INC.

290 ROCKY MOUNTAIN POWER

\$5,122.71

**\$5,122.71** Subtotal for Dept. Special Reserves

**\$5,122.71** Subtotal for Vendor

## TWEED'S WHOLESALE

316585 HAND SOAP

\$485.28

**\$485.28** Subtotal for Dept. Recreation

**\$485.28** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

38513 MEDICAL TESTING

\$360.00

37680 MEDICAL TESTING

\$360.00

38317 MEDICAL TESTING

\$360.00

37755 MEDICAL TESTING

\$360.00

37940 MEDICAL TESTING

\$360.00

**\$1,800.00** Subtotal for Dept. Police

**\$1,800.00** Subtotal for Vendor

## VENTURE TECHNOLOGIES/ISC, INC.

SST000238 PHONE SET UPS PSOC

\$7,303.25

**\$7,303.25** Subtotal for Dept. Police Dept

**\$7,303.25** Subtotal for Vendor

## VICKI SCHULER

RIN0025609 TUITION-CC-PRIN OF MNGT-FIRE

\$291.60

**\$291.60** Subtotal for Dept. Fire

**\$291.60** Subtotal for Vendor

## VISITS LLC

2342 CAR WASHES

\$13.00

**\$13.00** Subtotal for Dept. Code Enforcement

**\$13.00** Subtotal for Vendor

## WAYNE COLEMAN CONSTRUCTION, INC.

15136 RETAINAGE 14-47

(\$4,015.64)

**(\$4,015.64)** Subtotal for Dept. Capital Projects

15136 KELLY DRIVE STORM SEWER UPGRAD

\$40,156.44

**\$40,156.44** Subtotal for Dept. Streets

**\$36,140.80** Subtotal for Vendor

## WEICKMAN, JASON

0024687614 DEPOSIT/CREDIT REFUND

\$55.16

# Bills and Claims

City of Casper

22-Jul-15 to 04-Aug-15

**\$55.16** Subtotal for Dept. Water  
**\$55.16** Subtotal for Vendor

## WEST PLAINS ENGINEERING, INC.

BC14036-1003 WWTP HEADWORKS MAU 11-36

\$1,530.50  
**\$1,530.50** Subtotal for Dept. Waste Water  
**\$1,530.50** Subtotal for Vendor

## WESTERN PLAINS LANDSCAPING LLC.

RIN0025578 RELEASE RETAINAGE 14-63

20400 NICOLAYSEN DRAINAGE IMPROVEMEN  
20400 RETAINAGE 14-61

\$1,486.00  
**\$1,486.00** Subtotal for Dept. Balefill  
\$42,474.65  
(\$2,530.00)  
**\$39,944.65** Subtotal for Dept. Capital Projects  
**\$41,430.65** Subtotal for Vendor

## WHITE, GAIL

0024687613 DEPOSIT/CREDIT REFUND

\$53.95  
**\$53.95** Subtotal for Dept. Water  
**\$53.95** Subtotal for Vendor

## WILLIAM CHAMBERS

RIN0025620 REIMBURSE TRAVEL EXPENSES

\$787.16  
**\$787.16** Subtotal for Dept. City Attorney  
**\$787.16** Subtotal for Vendor

## WILLIAMS, PORTER, DAY & NEVILLE, P.C.

64985 LEGAL FEES

\$227.50  
**\$227.50** Subtotal for Dept. Waste Water  
**\$227.50** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2015-10646 LAND SERVEYING SERVICES

2015-10762 FIRST ST ROADWAY IMPROVEMENTS  
2015-10836 COUNTRY CLUB ROAD IMPROVEMENTS  
2015-10802 DESIGN & CA FOR HIGHLAND PARK/

2015-10836 COUNTRY CLUB ROAD IMPROVEMENTS

\$1,512.50  
**\$1,512.50** Subtotal for Dept. Engineering  
\$17,904.63  
\$704.74  
\$1,736.75  
**\$20,346.12** Subtotal for Dept. Streets  
\$1,136.76  
**\$1,136.76** Subtotal for Dept. Water  
**\$22,995.38** Subtotal for Vendor

## WRIGHT BROTHERS, THE BUILDING COMPANY

13-30-15 GOLF COURSE MAINTENANCE FACILI

\$6,475.10  
**\$6,475.10** Subtotal for Dept. Golf Course  
**\$6,475.10** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000076036 CONSTRUCTION SVCS I-25/SHOSHON  
0000076030 CY AVE & POPLAR ST LANDSCAPING

0000076270 ROBERTSON RD RECONSTRUCTION 11

\$567.32  
\$4,949.46  
**\$5,516.78** Subtotal for Dept. Parks  
\$3,578.63

# Bills and Claims

22-Jul-15 to 04-Aug-15

City of Casper

**\$3,578.63** Subtotal for Dept. Water  
**\$9,095.41** Subtotal for Vendor

**WY. LAW ENFORCEMENT ACADEMY**  
S-9220 LEADERSHIP TRAINING

\$860.00  
**\$860.00** Subtotal for Dept. Communications Center  
**\$860.00** Subtotal for Vendor

**WYCOMP, INC.**  
RIN0025547 IAB TESTING

\$1,380.80  
**\$1,380.80** Subtotal for Dept. Water Treatment Plant  
**\$1,380.80** Subtotal for Vendor

**WYOMING HOMELESS COLLABORATIVE**  
17 MEMBERSHIP DUES

\$500.00  
**\$500.00** Subtotal for Dept. Council  
**\$500.00** Subtotal for Vendor

**Grand Total \$6,142,940.03**

Approved By:

On:

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
08/4/15

**Payroll Disbursements**

7/30/15

CITY/FIRE PAYROLL  
Benefits & Deductions

\$ 1,408,363.68  
\$ 234,231.73

**Total Payroll** \$ 1,642,595.41

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

**Total Additional AP** \$ -

July 27, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner  
Aaron Kloke, Planner I

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street.

Recommendation:

Staff recommends that the City Council review the Planning and Zoning Commission's decision to deny a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street, and either uphold or overturn the Planning and Zoning Commission's decision.

Code Compliance:

Section 17.12.240(G) of the Casper Municipal Code states that no Conditional Use Permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the City Council shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.

- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the City Council may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

- 1. Size and location of site;
- 2. Street and road capacities in the area;
- 3. Ingress and egress to adjoining public streets;
- 4. Location and amount of off-street parking;
- 5. Internal traffic circulation systems;
- 6. Fencing, screening, and landscaped separations;
- 7. Building bulk and location;
- 8. Usable open space;
- 9. Signs and lighting; and,
- 10. Noise, vibration, air pollution and other environmental influences.

Summary:

Enrique Jimenez applied for a Conditional Use Permit to allow for the construction of an accessory building (carport) on two (2) platted lots adjacent to the two (2) platted lots on which the principal building (home) is located. Section 17.12.121(H) of the Casper Municipal Code requires the approval of a Conditional Use Permit to construct accessory buildings on separate lots, "where multiple lots of record have continuous frontage and are under single ownership." The purpose of the restriction is to prevent the construction of accessory buildings on lots that could be sold independently of the principal dwelling to someone who doesn't live in the area. Section 17.12.121 (D) requires that there must be a residential building on-site before any detached garage or accessory building may be constructed.

The subject property is zoned R-3 (One to Four Unit Residential) and is surrounded by properties zoned the same. Land uses in the surrounding area are predominantly residential. The four (4) platted lots involved in this request are all twenty-five (25) feet in width and one hundred (100) feet in depth, for a total land area of 10,000 square feet. The applicant has already begun construction on the proposed three (3) stall carport, which was discovered as a result of a complaint received by the City's Code Enforcement Division. The applicant was directed to halt construction of the carport and apply for the required Conditional Use Permit.

The proposed carport is approximately five hundred seventy (570) feet in size, and the maximum permitted size of a detached accessory dwelling on this property is one thousand five hundred (1,500) feet. The carport is one (1) story in height. Neither the Community Development Director nor the City Engineer have expressed any concerns with traffic congestion or hazards, should the carport be permitted. According to the plot plan provided by the applicant, access to the carport will be via a gate in the fence along North Lincoln Street.

The Planning and Zoning Commission voted four (4) to deny, and three (3) to approve, on a motion to approve the Conditional Use Permit, with the recommended conditions of approval. Lacking the fourth vote necessary for an approval, the motion failed, and the Conditional Use Permit was denied. The applicant and one (1) citizen spoke in favor of the Conditional Use Permit, and there was one (1) public comment written in favor of the Conditional Use Permit. Those on the Planning and Zoning Commission on the prevailing side who did not support the approval of the requested Conditional Use Permit voiced concerns over the lack of ability to ensure that the applicant does not sell Lots 139-140 separately from the principal dwelling unit. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period.

In the case that the Planning and Zoning Commission would have approved the application, Staff suggested several conditions of approval for the Planning and Zoning Commission's consideration to address staff's concerns about the proposal. Those conditions are listed below, and **should the City Council decide to overturn the Planning and Zoning Commission's decision, and approve the Conditional Use Permit, staff requests that the five (5) conditions below be included.**

1. The proposed carport (detached accessory dwelling) shall adhere to all minimum setback requirements as outlined in the Casper Municipal Code.
2. Lots 139 and 140, Block 24, North Casper Addition shall never be separated, or sold separately from Lots 141-142, Block 24, North Casper Addition, on which the principal dwelling unit is located. Separation of the carport from the principal

dwelling unit shall necessitate the immediate removal of said carport, with or without notice from the City.

3. In that only one garage or carport is permitted on the property, the applicant shall immediately remove the existing one-car carport currently located on the property, and apply for a building permit prior to the commencement of further construction on the carport.
4. Pursuant to Section 17.12.070(A)(12)(a), all parking surfaces, including driveways to garages or carports, shall be paved with either asphalt or concrete in accordance with the City's standard specifications for street construction.
5. Pursuant to Section 17.12.240(I), if the Conditional Use Permit has not been exercised, and the work completed within one (1) year from the date of issuance, such Conditional Use Permit shall be void, and have no further force or effect.

Recommended Motion:

*Should the City Council decide to overturn the Planning and Zoning Commission's decision, and approve the Conditional Use Permit, staff has prepared the following motion for the Council's consideration:*

Case number **PLN-15-034-C**, a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street, should be granted, with Conditions #1 - #5 for the following reasons:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

Furthermore, the City Council finds that:

- a. The proposed detached accessory structure (carport) is one (1) story in height and not out of character with the surrounding neighborhood.
- b. The density of the proposed accessory building will not affect the current density of the neighborhood.

- c. The volume of business in terms of customers per day is not a consideration and is not applicable to the proposed accessory building.
- d. There will not be unreasonable congestion or a traffic hazard caused by the proposed mobile home on the subject property, as determined by the City Engineer and the Community Development Director.
- e. The general area surrounding the subject property is a mix of residential and park land uses. Based on available information, there are no active Conditional Use Permits for accessory buildings within a three hundred (300) foot radius of the subject property.
- f. There are no other criteria, affecting public health, safety, and welfare, as provided for by written rules of the Planning and Zoning Commission.

# 1134 North Lincoln St

N GRANT ST

GLENARM ST

N LINCOLN ST

N JEFFERSON ST

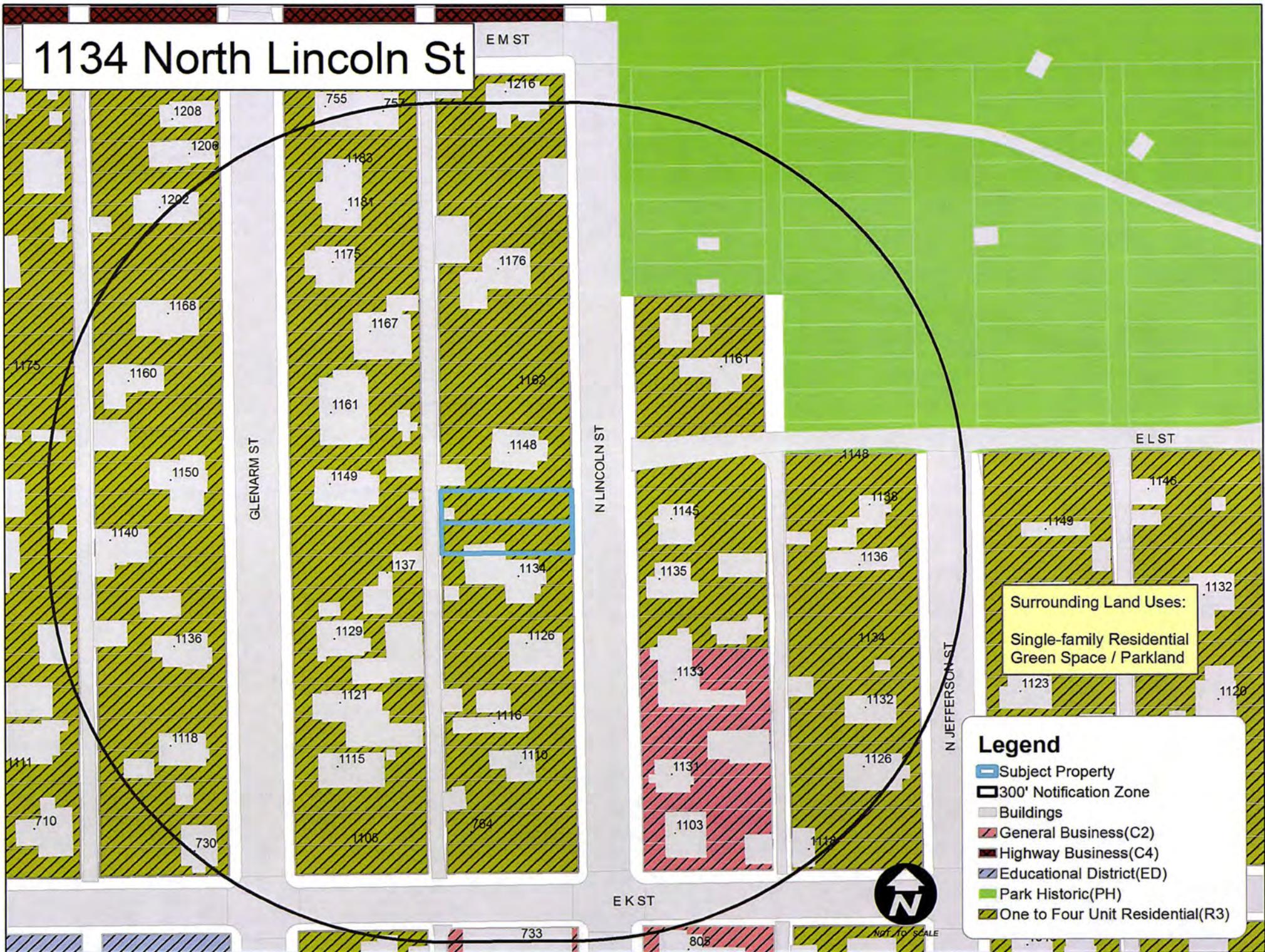
EL ST

E K ST



**Legend**  
■ Subject Property

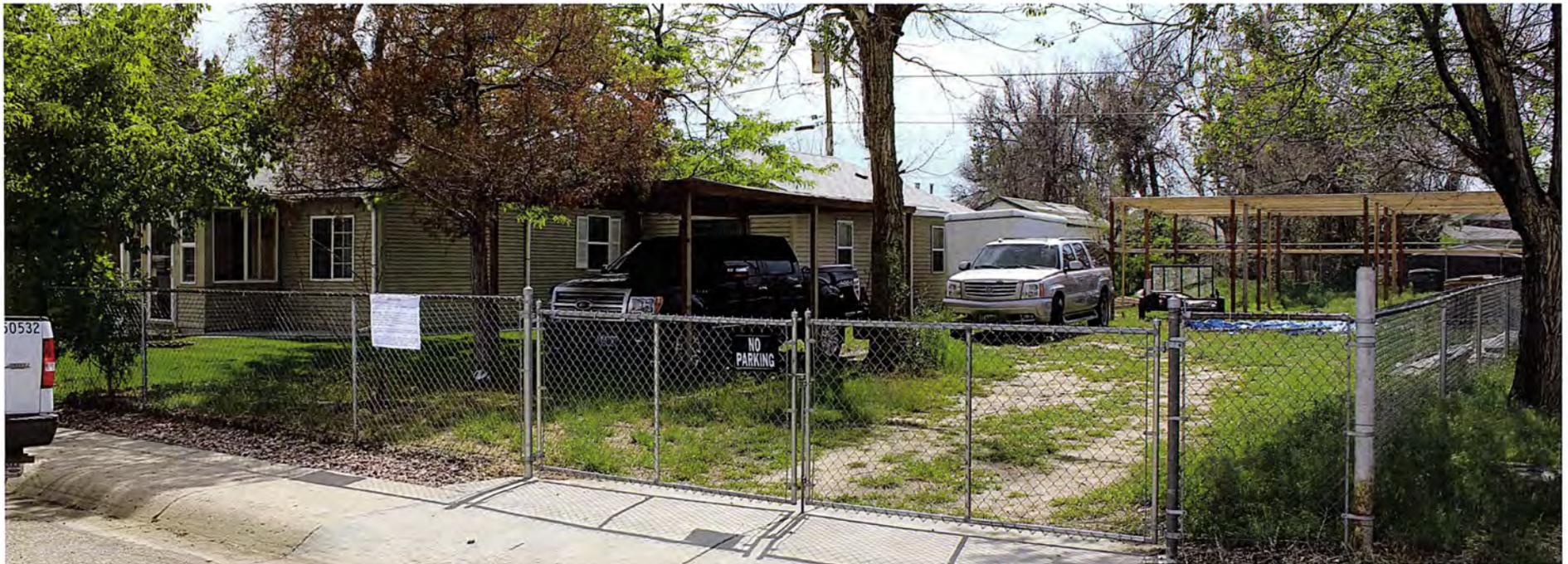
# 1134 North Lincoln St



Surrounding Land Uses:  
Single-family Residential  
Green Space / Parkland

- ### Legend
- Subject Property
  - 300' Notification Zone
  - Buildings
  - General Business(C2)
  - Highway Business(C4)
  - Educational District(ED)
  - Park Historic(PH)
  - One to Four Unit Residential(R3)

1134 N Lincoln



June 21, 2015

Craig Collins  
City Planner  
200 N David  
Casper, WY 82601

JUN 25 2015

Dear Mr. Collins:

I, Enrique Jiménez, 1134 N. Lincoln, in regards to Case # PLN-15-034-C, would like to appeal the decision of the Planning Commission to construct a carport on my property. Please let me know what my next step is.

Thank you.  
Enrique Jiménez



(307) 267-2667

CITY OF CASPER, WYOMING  
PLANNING AND ZONING COMMISSION  
PUBLIC HEARING

CONDITIONAL USE PERMIT

JUNE 23, 2015

-----  
FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case PLN-15-034-C  
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The Planning and Zoning Commission of the City of Casper held a public hearing at 6:00 p.m., June 23, 2015, in the City Council Chambers, City Hall, 200 North David, Casper, Wyoming, to consider the following:

**PLN-15-034-C** – Petition for a Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home), in an R-3 (One to Four Unit Residential) zoning district, on North Casper Addition, Block 24, Lots 139-140, located directly north of the principal building (home) at 1134 North Lincoln Street. Applicant: Enrique Jimenez.

Having considered the evidence and testimony presented at the hearing, the Planning and Zoning Commission makes the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. Enrique Jimenez has applied for a Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home) in an R-3 (One to Four Unit Residential) zoning district, North Casper Addition, Block 24, Lots 139-140, directly north of the principal building (home) at 1134 North Lincoln Street.
2. Section 17.12.121 (D) requires that there must be a residential building on-site before any detached garage or accessory building may be constructed.
3. Section 17.12.121(H) of the Casper Municipal Code requires the approval of a Conditional Use Permit to construct accessory buildings on separate lots, “where multiple lots of record have continuous frontage and are under single ownership.”
4. The proposed carport is approximately five hundred seventy (570) feet in size, and the maximum permitted size of a detached accessory dwelling on this property is one thousand five hundred (1,500) feet.
5. The proposed detached accessory structure (carport) is one (1) story in height.

6. Section 17.12.121(I) of the Municipal Code allows a single detached “garage” plus two (2) accessory buildings (sheds), not exceeding a combined total of four hundred (400) square feet, in association with the principal building (home). In that the property already has an existing carport (garage), it would need to be demolished and removed prior to the completion of the newly proposed carport.
7. The principal building (home) is located on Lots 141-142, Block 24, North Casper Addition. The proposed accessory building (carport) would be located on Lots 139 and 140, Block 24, North Casper Addition.
8. The applicant initiated construction of the carport without applying for a building permit, as is required. A citizen complaint was received, and the Code Enforcement Division ordered the applicant to halt construction.
9. The carport is partially constructed, and is located in violation of both the side yard and rear yard setback requirements of the Casper Municipal Code.
10. The petition for the Conditional Use Permit was submitted at least thirty (30) days prior to the Planning and Zoning Commission public hearing, as required by the Casper Municipal Code.
11. Property owners within a three hundred (300) foot radius of the perimeter of the property were notified by first class mail, of the date, time, and place of the public hearing, as required in Section 17.12.240(D) of the Casper Municipal Code.
12. The property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code.
13. The Planning and Zoning Commission made a motion to approve the proposed Conditional Use Permit for the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240(G) and (H) of the Casper Municipal Code, and with the five (5) conditions of approval listed in the staff report. The motion to approve failed by a vote of three (3) for approval, and four (4) against approval.

#### CONCLUSIONS OF LAW:

Based on the foregoing findings, the Commission has jurisdiction over the proposed Conditional Use pursuant to Section 17.12.240 of the Casper Municipal Code Zoning Ordinance of the City of Casper. NOW, THEREFORE, the Planning and Zoning Commission hereby **denies** a Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home), in an R-3 (One to Four Unit Residential) zoning district, on North Casper

Addition, Block 24, Lots 139-140, located directly north of the principal building at 1134 North Lincoln Street.

DATED this 23rd day of June, 2015.

APPROVED AS TO FORM:

Walter Trumbull

CITY OF CASPER  
PLANNING AND ZONING COMMISSION

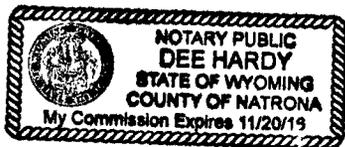
By: [Signature]  
James Holloway, Chairman

By: [Signature]  
Liz Becher, Secretary

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 30<sup>th</sup> day of June, 2015 by James Holloway as Chairman of the Planning and Zoning Commission of the City of Casper.

(Seal)



[Signature]  
(Signature of notarial officer)

Notary  
Title (and Rank)

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 1<sup>st</sup> day of July,  
2015 by Liz Becher as Secretary of the Planning and Zoning Commission of the City of Casper.

(Seal)

Dee Hardy  
(Signature of notarial officer)

Notary  
Title (and Rank)

**PLANNING AND ZONING MEETING  
TUESDAY, JUNE 23, 2015  
CITY COUNCIL CHAMBERS**

These minutes are a summary of the meeting. For full details view online at [www.casperwy.gov](http://www.casperwy.gov) on the Planning Commission web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Tuesday, June 23, 2015, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: James Holloway  
Don Redder  
Bob King  
Randy Hein  
Monte Henrie  
Ryan Waterbury  
Mary England

Absent Members: None

Others present: Craig Collins, City Planner  
Aaron Kloke, Planner I  
Dee Hardy, Administrative Assistant II  
Wallace Trembath, Assistant City Attorney  
Jason Knopp, City Engineer  
Travis Rodriguez, 1064 South Boxelder Street  
Carol Hawkey, 1748 South Jackson Street  
David Reid, 611 Shannon Drive  
Jim Jones, 6080 Enterprise Drive  
Enrique Jimenez, 1134 North Lincoln Street  
Keith Rowe, 1148 North Lincoln Street

**II. MINUTES OF THE PREVIOUS MEETING**

Chairman Holloway asked if there were additions or corrections to the minutes of the May 26, 2015 Planning & Zoning Commission meeting.

Chairman Holloway noted the word "Vice" should be changed to "Chairman" on page 5 and page 6. Mr. King noted that the Assistant Attorney attending the meeting was Will Chambers instead of Wallace Trembath.

Chairman Holloway called for a motion to approve the minutes of the May 26, 2015 Planning & Zoning Commission as amended.

Mr. King made a motion to approve the minutes of the June 26, 2015 meeting as amended. The motion was seconded by Mr. Henrie. All those present voted aye. Minutes approved.

### III. PUBLIC HEARING

**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their public hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

Chairman Holloway entertained a motion to remove Case PLN-15-027-Z from the table for consideration.

Mr. Redder made a motion to remove case PLN-15-027-Z from the table for consideration. The motion was seconded by Ms. England. All those present voted aye. Motion carried.

Chairman Holloway asked for the staff report.

**PLN-15-027-Z** – (*Tabled May 26, 2015*) Petition for a Zone Change of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, Casper Addition, located at 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential). Applicant: Stefanie Strang, Carol Hawkey, Patricia Collesano, Jaime Morales.

Aaron Kloke, Planner I, presented the staff report and stated staff considers the requested zone changes to be in general conformance with the comprehensive land use plan. The Planning and Zoning Commission has the option to either approve, deny, table, or continue the property owners' petition to rezone the lots listed above from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential), and will forward its recommendation to the City Council.

Mr. Kloke entered six (6) exhibits into the record.

Chairman Holloway opened the public hearing and asked for the person representing the case to come forward and explain the application.

Travis Rodriguez, 1064 South Boxelder Street, spoke in favor of this case.

Chairman Holloway opened the public hearing and asked for anyone wishing to comment in favor of or opposition to this case.

Carol Hawkey, 1748 South Jackson Street, spoke in favor of this case.

David Reid, 611 Shannon Drive, spoke in opposition of this case.

There being no others to speak, Chairman Holloway closed the public hearing and entertained a motion to approve, deny, or table the rezoning.

Mr. Henrie made a motion to approve the zone change of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, Casper Addition, located at 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential) and forward a "do pass" recommendation to Council. The motion was seconded by Mr. King. All those present voted aye with the exception of Chairman Holloway who voted nay. Motion passed.

**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their public hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

**PLN-15-033-R** – Petition to vacate and replat Lots 3, 4 & the North 25' of Lot 5, Block 19, Nelson's Addition, to create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, comprising 0.467-acres, more or less, located at 1125, 1129, 1131, and 1135 North Beech Street. Applicant: Gramma's Properties, LLC.

Aaron Kloke, Planner I, presented the staff report and stated that should the Planning and Zoning Commission find that the replat meets the requirements of the Casper Municipal Code and approve, with a "do-pass" recommendation to the City Council, the replat creating Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, staff does not have any recommended conditions of approval for the Planning and Zoning Commission's consideration; however, should the Planning and Zoning Commission wish to recommend conditions of approval to the City Council, it is within the Commission's authority to do so.

Ms. Kloke entered six (6) exhibits into the record.

Chairman Holloway opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jim Jones, CEPI (Civil Engineering Professionals), 6080 Enterprise Drive, spoke in favor of this case.

Chairman Holloway asked for anyone wishing to comment in favor of or opposition to this case.

There being no one to speak, Chairman Holloway closed the public hearing and entertained a motion to approve, approve with conditions, deny, or table PLN-15-033-R, regarding the proposed Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, and forward a "do pass" recommendation to City Council.

Mr. Redder made a motion to approve case PLN-15-033-R, replat creating Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, and forward a "do pass" recommendation to Council. The motion was seconded by Mr. Waterbury. All those present voted aye. Motion passed.

**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their public hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

**PLN-15-034-C** – Petition for a Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home), in an R-3 (One to Four Unit Residential) zoning district, on North Casper Addition, Block 24, Lots 139-140, located directly north of the principal building at 1134 North Lincoln Street. Applicant: Enrique Jimenez.

Aaron Kloke, Planner I, presented the staff report and stated that should the Planning and Zoning Commission find that the requested Conditional Use Permit meets the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, staff recommends that the Planning and Zoning Commission include the following conditions of approval:

1. The proposed carport (detached accessory dwelling) shall adhere to all minimum setback requirements as outlined in the Casper Municipal Code.
2. Lots 139 and 140, Block 24, North Casper Addition shall never be separated, or sold separately from Lots 141-142, Block 24, North Casper Addition, on which the principal dwelling unit is located. Separation of the carport from the principal dwelling unit shall necessitate the immediate removal of said carport, with or without notice from the City.
3. In that only one garage or carport is permitted on the property, the applicant shall immediately remove the existing one-car carport currently located on the property, and apply for a building permit prior to the commencement of further construction on the carport.
4. Pursuant to Section 17.12.070(A)(12)(a), all parking surfaces, including driveways to garages or carports, shall be paved with either asphalt or concrete in accordance with the City's standard specifications for street construction.

5. Pursuant to Section 17.12.240(I), if the Conditional Use Permit has not been exercised, and the work completed within one (1) year from the date of issuance, such Conditional Use Permit shall be void, and have no further force or effect.

Ms. Kloke entered five (5) exhibits into the record.

Chairman Holloway opened the public hearing and asked for the person representing the case to come forward and explain the application.

Enrique Jimenez, 1134 North Lincoln Street, spoke in favor of this case.

Chairman Holloway asked for anyone wishing to comment in favor of or opposition to this case.

Keith Rowe, 1134 North Lincoln Street, spoke in favor of this case.

There being no one to speak, Chairman Holloway closed the public hearing and entertained a motion to approve, approve with conditions, deny, or table PLN-15-034-C, Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home), in an R-3 (One to Four Unit Residential) zoning district, on North Casper Addition, Block 24, Lots 139-140, located directly north of the principal building at 1134 North Lincoln Street.

Ms. England made a motion to approve case PLN-15-034-C finding it met the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, and with Conditions #1-5 listed in the staff report. The motion was seconded by Mr. Redder. All those present voted nay with the exception of Mr. Henrie, Mr. King and Mr. Redder who voted aye. Motion failed.

**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their public hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

**PLN-15-037-Z** – Petition for a Zone Change of proposed Lot 1, YMCA Addition, located at 315 East 15<sup>th</sup> Street, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential). Applicant: City of Casper.

Aaron Kloke, Planner I, presented the staff report and stated that staff considers the requested zone change to be in general conformance with the comprehensive land use plan. The Planning and Zoning Commission has the option to approve, deny, table, or continue the rezone request, and will forward its recommendation to the City Council.

Ms. Kloke entered five (5) exhibits into the record.

Chairman Holloway opened the public hearing and asked for the person representing the case to come forward and explain the application.

Craig Collins, City Planner, spoke in favor of this case.

Chairman Holloway asked for anyone wishing to comment in favor of or opposition to this case.

There being no one to speak, Chairman Holloway closed the public hearing and entertained a motion to approve, deny, or table PLN-15-037-Z, regarding the rezoning.

Ms. England made a motion to approve case PLN-15-027-Z, the rezoning of proposed Lot 1, YMCA Addition, located at 315 East 15<sup>th</sup> Street, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential), and forward a “do pass” recommendation to City Council. The motion was seconded by Mr. Hein. All those present voted aye. Motion carried.

**IV. COUNCIL ACTIONS:**

There were none.

**V. SPECIAL ISSUES:**

There were none.

**VI. COMMUNICATIONS:**

A. Commission:

Chairman Holloway stated overall he was pleased with the revisions of the staff reports, however, he felt the staff report for the Conditional Use Permit needed some refining. He apologized to Ms. England for what she went through making the motion for this particular case, and filled her in on his concerns with the way staff reports had been written. Mr. Collins advised that the staff reports for Conditional Use Permits could be discussed in a future training session.

B. Community Development Director:

Craig Collins, City Planner, stated that it had come to staff’s attention there was some confusion regarding the time for Planning and Zoning Training on Wednesday, June 24, 2015, and it is scheduled to begin at 11:30 a.m. He mentioned that it would be a joint training with Natrona County Planning and Zoning Commissioners.

Other Communications:

There were none.

- C. Council Liaison:  
There were none.

## VII. ADJOURNMENT

Chairman Holloway called for a motion for the adjournment of the meeting. A motion was made by Mr. Hein and seconded by Mr. Henrie to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned at 7:38 p.m.

  
Chairman

  
Secretary

June 19, 2015

MEMO TO: James Holloway, Chairman  
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director  
Craig Collins, AICP, City Planner  
Aaron Kloke, Planner I

SUBJECT: **PLN-15-034-C** – Petition for a Conditional Use Permit for a detached accessory structure (carport) to be located on two (2) separate and adjacent lots from the principal building (home), in an R-3 (One to Four Unit Residential) zoning district, on North Casper Addition, Block 24, Lots 139-140, located directly north of the principal building at 1134 North Lincoln Street. Applicant: Enrique Jimenez.

Staff Recommendation:

Should the Planning and Zoning Commission find that the requested Conditional Use Permit meets the two (2) reasons and six (6) findings necessary for the approval of a Conditional Use Permit found in Section 17.12.240 (G) and (H) of the Casper Municipal Code, as outlined below, staff recommends that the Planning and Zoning Commission articulate its findings, and include the following conditions of approval:

1. The proposed carport (detached accessory dwelling) shall adhere to all minimum setback requirements as outlined in the Casper Municipal Code.
2. Lots 139 and 140, Block 24, North Casper Addition shall never be separated, or sold separately from Lots 141-142, Block 24, North Casper Addition, on which the principal dwelling unit is located. Separation of the carport from the principal dwelling unit shall necessitate the immediate removal of said carport, with or without notice from the City.
3. In that only one garage or carport is permitted on the property, the applicant shall immediately remove the existing one-car carport currently located on the property, and apply for a building permit prior to the commencement of further construction on the carport.
4. Pursuant to Section 17.12.070(A)(12)(a), all parking surfaces, including driveways to garages or carports, shall be paved with either asphalt or concrete in accordance with the City's standard specifications for street construction.
5. Pursuant to Section 17.12.240(I), if the Conditional Use Permit has not been exercised, and the work completed within one (1) year from the date of issuance, such Conditional Use Permit shall be void, and have no further force or effect.

Code Compliance:

Staff has complied with all requirements of Section 17.12.240 of the Casper Municipal Code pertaining to Conditional Use Permits, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star Tribune. Staff has not received any public comment regarding this case.

Section 17.12.240(G) of the Casper Municipal Code states that no conditional use permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

1. Size and location of site;

2. Street and road capacities in the area;
3. Ingress and egress to adjoining public streets;
4. Location and amount of off-street parking;
5. Internal traffic circulation systems;
6. Fencing, screening, and landscaped separations;
7. Building bulk and location;
8. Usable open space;
9. Signs and lighting; and,
10. Noise, vibration, air pollution and other environmental influences.

Summary:

Enrique Jimenez has applied for a Conditional Use Permit to allow for the construction of an accessory building (carport) on two (2) platted lots adjacent to the two (2) platted lots on which the principal building (home) is located. Section 17.12.121(H) of the Casper Municipal Code requires the approval of a Conditional Use Permit to construct accessory buildings on separate lots, “where multiple lots of record have continuous frontage and are under single ownership.” The purpose of the restriction is to prevent the construction of accessory buildings on lots that could be sold independently of the principal dwelling to someone who doesn’t live in the area. Section 17.12.121 (D) requires that there must be a residential building on-site before any detached garage or accessory building may be constructed.

The subject property is zoned R-3 (One to Four Unit Residential) and is surrounded by properties zoned the same. Land uses in the surrounding area are predominantly residential. The four (4) platted lots involved in this request are all twenty-five (25) feet in width and one hundred (100) feet in depth, for a total land area of 10,000 square feet. The applicant has already begun construction on the proposed three (3) stall carport, which was discovered as a result of a complaint received by the City’s Code Enforcement Division. The applicant was directed to halt construction of the carport and apply for the required Conditional Use Permit. The proposed carport is approximately five hundred seventy (570) feet in size, and the maximum permitted size of a detached accessory dwelling on this property is one thousand five hundred (1,500) feet. The carport is one (1) story in height. Neither the Community Development Director nor the City Engineer have expressed any concerns with traffic congestion or hazards, should the carport be permitted. According to the plot plan provided by the applicant, it appears that access to the carport will be via a gate in the fence along North Lincoln Street.

Section 17.12.121(I) of the Municipal Code allows a single detached “garage” plus two (2) accessory buildings (sheds), not exceeding a combined total of four hundred (400) square feet, in association with the principal building (home). In that the property already has an existing carport (garage), it will need to be demolished and removed prior to the completion of the newly proposed carport, should the Planning and Zoning Commission vote to approve this request.

# 1134 North Lincoln St

N GRANT ST

GLENARM ST

N LINCOLN ST

N JEFFERSON ST

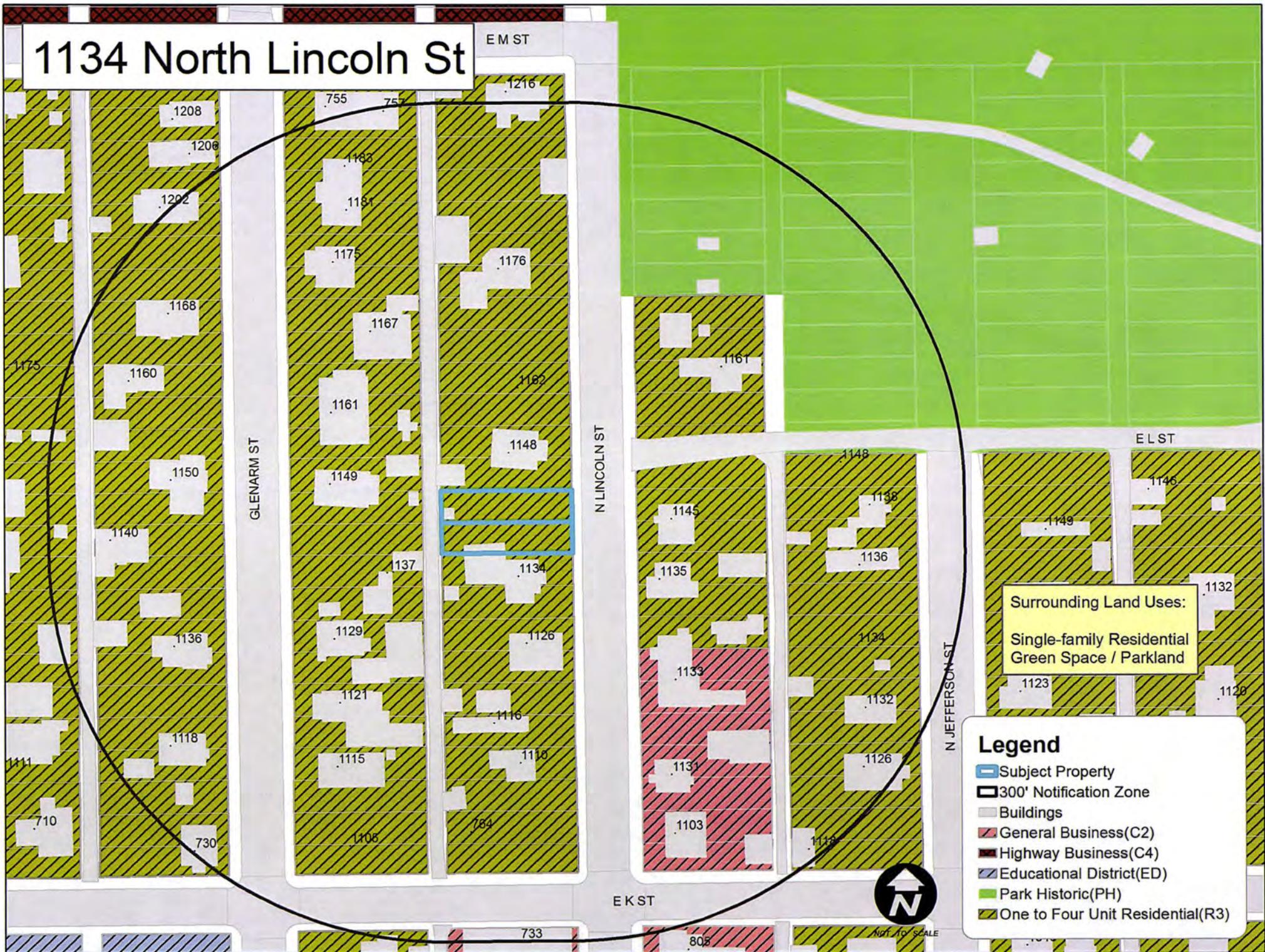
EL ST

E K ST

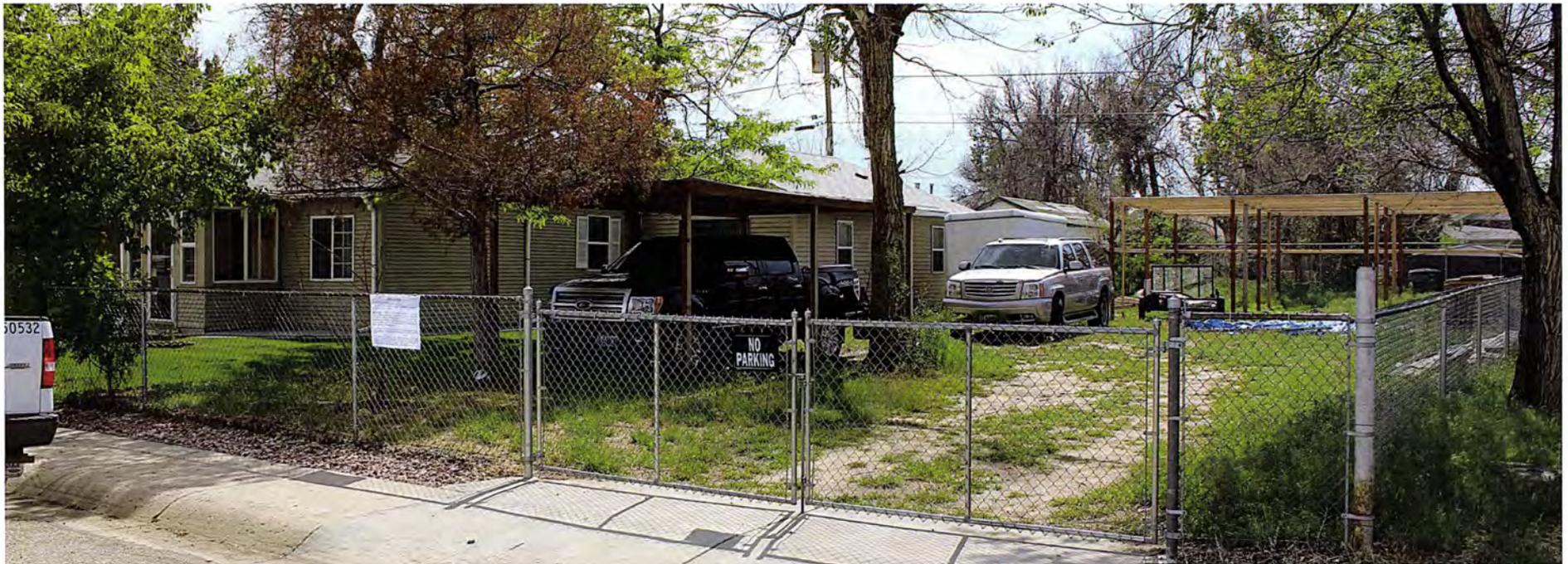


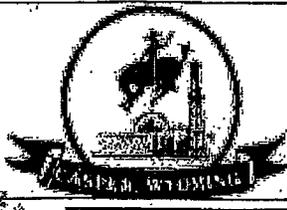
**Legend**  
 Subject Property

# 1134 North Lincoln St



1134 N Lincoln





# City of Casper Planning Division

## Conditional Use Permit Application

### OWNER'S INFORMATION:

NAME: Enrique A. Jimenez  
 ADDRESS: 1134-N-Lincoln  
 TELEPHONE: (307) 267-2667 EMAIL: \_\_\_\_\_

### LOCATION OF REQUEST:

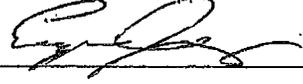
ADDRESS: 1134-N-Lincoln  
 LEGAL DESCRIPTION: North Casper Addition - Block 24 - Lot 139-140  
 Number of Lots: 2 Size of Lots: 25' X 100'  
 Current Zoning: R3 Current Use: Vacant  
 Purpose for which the property is proposed to be used: Car Port (3 stalls)  
 Prior restrictions placed on the property: \_\_\_\_\_

Floor area square footage: \_\_\_\_\_ Number of Occupants or Employees: NA  
 Building Footprint: 29' X 30' Number of off-street parking spaces: \_\_\_\_\_

### A PLOT PLAN IS REQUIRED SHOWING: (WHERE APPROPRIATE)

- |                               |                                |                                     |
|-------------------------------|--------------------------------|-------------------------------------|
| lot size and dimensions       | size and location of buildings | off-street parking spaces           |
| routes for ingress and egress | internal traffic control       | fencing, screening, and landscaping |
| signs and lighting            | setback distances              |                                     |

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

SIGNATURE OF PROPERTY OWNER:   
 DATE: 05-14-15

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - PROOF OF OWNERSHIP
  - \$275 APPLICATION FEE (NON-REFUNDABLE)
  - PLOT PLAN

**FOR OFFICE USE ONLY:**

DATE SUBMITTED:  
5/14/15

REC'D BY: AK

**PLOT PLAN FOR NEW STRUCTURES, ADDITIONS  
AND DETACHED ACCESSORY BUILDINGS**

All structures, which includes additions and detached garages, carports, storage buildings, sheds, etc., over 120 square feet require a building permit. A building permit application requires that the following information be provided, in addition to a plot plan that illustrates the front, side, and rear yard setbacks. Note: The front yard setback is measured from the property line which may or may not be the sidewalk.

1. Type of foundation: Spread Footings  Monolithic Slab  Other (specify)  \_\_\_\_\_

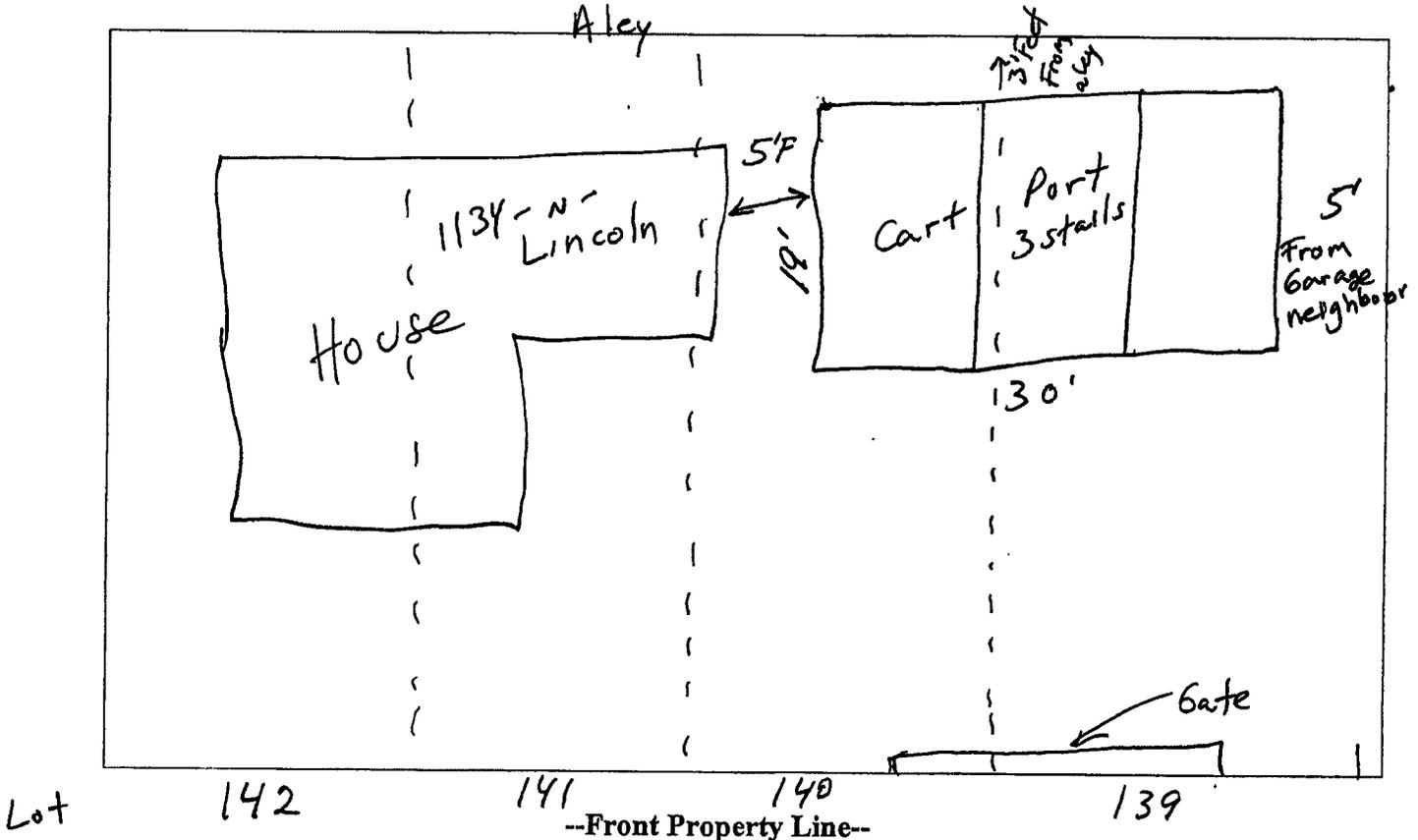
2. Type of exterior siding: Lap  T-III  Masonry  Other (specify)  \_\_\_\_\_  
Note: Vertical metal siding is expressly prohibited.

3. Wall height to the lowest adjacent ground level: \_\_\_\_\_  
Note: Wall heights taller than 12' require a Conditional Use Permit.

4. Type of roofing material: Asphalt  Metal  Other (specify)  \_\_\_\_\_

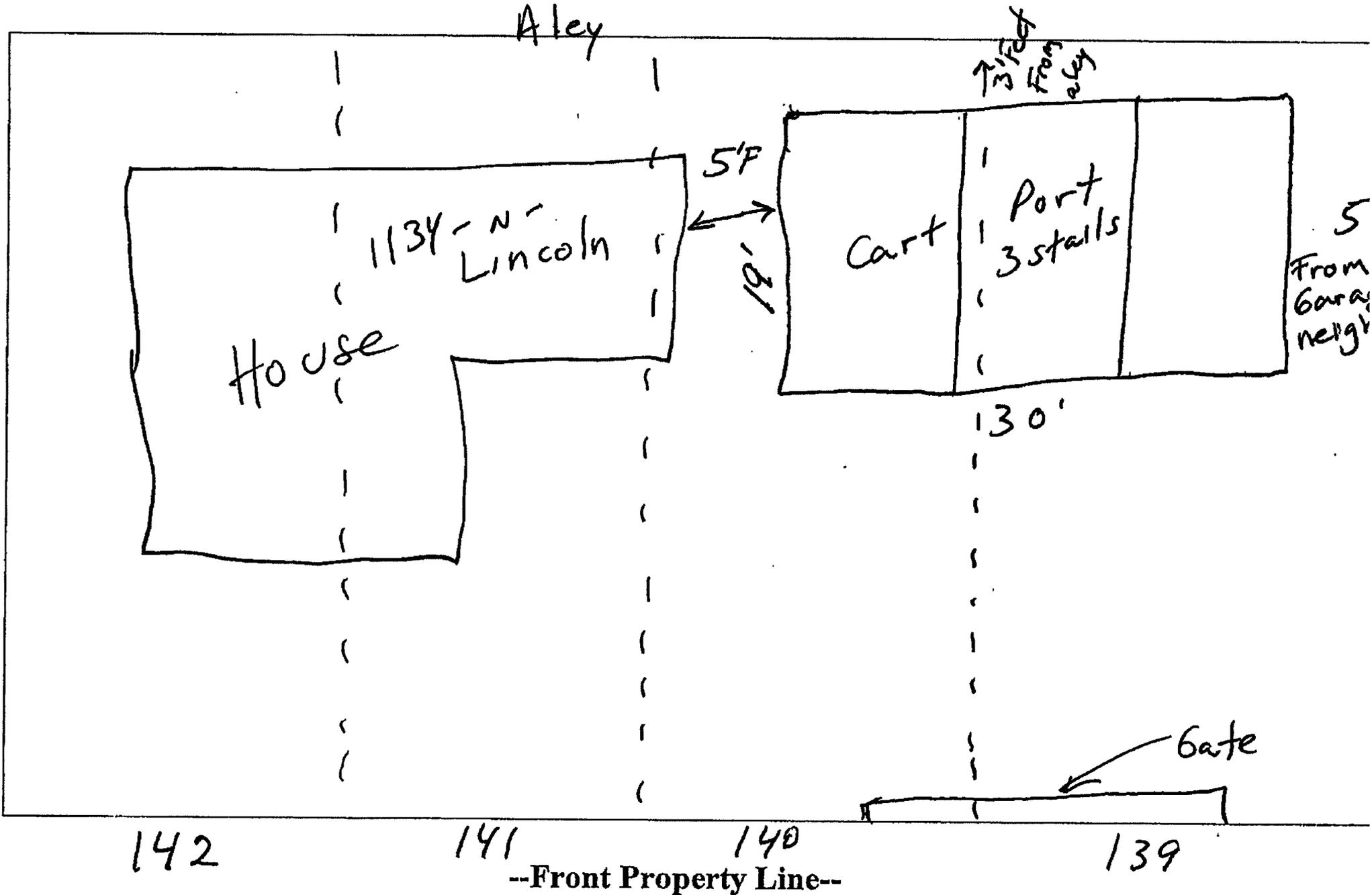
5. Roof pitch: Sloped  Flat  Other (specify)  \_\_\_\_\_

**Plot Plan**

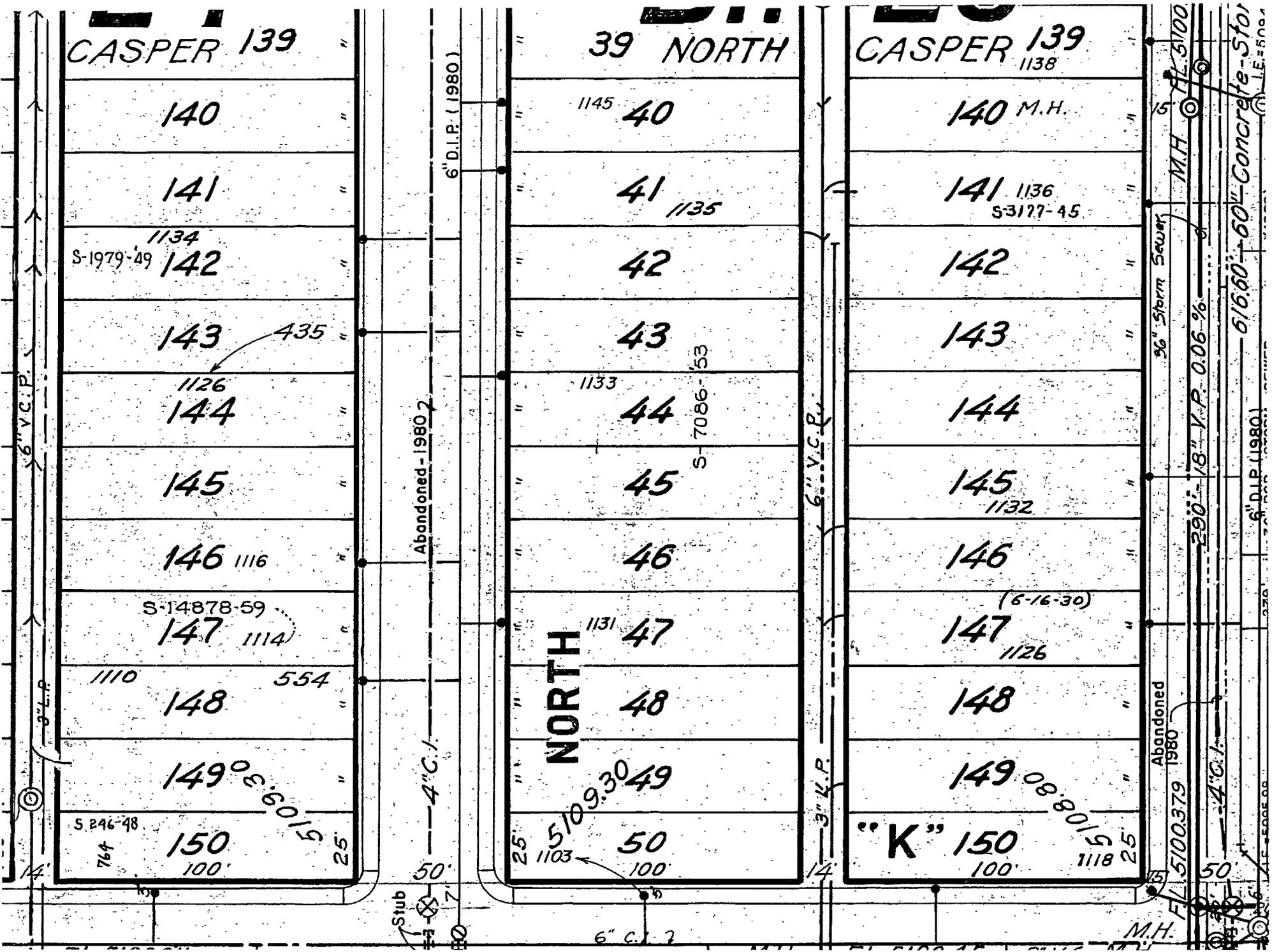


--Front Property Line--  
(Indicate street name and for corner lot, indicate both street names)

# Plot Plan



(Indicate street name and for corner lot, indicate both street names)



CASPER 139

39 NORTH

CASPER 139  
1138

140

1145 40

140 M.H.

141

41  
1135

141 1136  
S3177-45

1134  
S-1979-49 142

42

142

143 435

43

143

1126  
144

1133  
44  
S-7086-53

144

145

45

145  
1132

146 1116

46

146

S-14878-59  
147 1114

1131 47

(6-16-30)  
147  
1126

1110 148 554

NORTH  
48

148

149 08.80  
150

5109.30 49

149 08.80  
150

S 246-48  
764 150  
100'

25' 1103 50  
100'

"K" 150  
100' 1118 25'

6" D.I.P. (1980)

Abandoned - 1980

4" C.I.

Stub

6" V.C.P.

3" K.P.

6" C.I.

96" Storm Sewer

Abandoned 1980

M.H.

FL 5100

290' 18" V.P. 0.06%

6" D.I.P. (1980)

60" Concrete-Storm

FL 5100

FL 5100



N. Casper  
 BIK 24  
 Lots  
 139-140  
 Incl  
 Lots  
 141-142

→ 139  
 → 140  
 → 141  
 → 142

Enrique A. Jimenez  
 1134 N. Lincoln  
 Casper, WY

5' Side Yard  
 3' - Rear

EL ST

1118

RESOLUTION NO. 15-226

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR A DETACHED ACCESSORY STRUCTURE (CARPORT), IN AN R-3 (ONE TO FOUR UNIT RESIDENTIAL) ZONING DISTRICT, ON LOTS 139-140, BLOCK 24, NORTH CASPER ADDITION, CITY OF CASPER, WYOMING, LOCATED DIRECTLY NORTH OF THE PRINCIPAL BUILDING AT 1134 NORTH LINCOLN STREET.

WHEREAS, Enrique Jimenez (the “Applicant”) applied for a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the “Commission”), the Applicant’s Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-15-034-C; and,

WHEREAS, the Applicant’s timely perfected an appeal of the Commission’s decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicant’s Appeal in this matter; and,

WHEREAS, pursuant to Section 12.17.121(H) of the Casper Municipal Code, the approval of a Conditional Use Permit is necessary to construct accessory buildings on separate lots where multiple lots of record have continuous frontage and are under single ownership; and,

WHEREAS, based upon a review of the record in this matter, as well as the comments received at the Public Hearing on the Applicant’s Appeal, the Casper City Council finds that the decision of the Commission should be upheld, and that the application for the Conditional Use Permit should be denied.



RESOLUTION NO. 15-227

A RESOLUTION REVERSING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR A DETACHED ACCESSORY STRUCTURE (CARPORT), IN AN R-3 (ONE TO FOUR UNIT RESIDENTIAL) ZONING DISTRICT, ON LOTS 139-140, BLOCK 24, NORTH CASPER ADDITION, CITY OF CASPER, WYOMING, LOCATED DIRECTLY NORTH OF THE PRINCIPAL BUILDING AT 1134 NORTH LINCOLN STREET.

WHEREAS, Enrique Jimenez (the “Applicant”) applied for a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the “Commission”), the Applicant’s Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-15-034-C; and,

WHEREAS, the Applicants timely perfected an appeal of the Commission’s decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicant’s Appeal in this matter; and,

WHEREAS, pursuant to Section 12.17.121(H) of the Casper Municipal Code, the approval of a Conditional Use Permit is necessary to construct accessory buildings on separate lots where multiple lots of record have continuous frontage and are under single ownership; and,

WHEREAS, the Casper City Council has considered the following criteria under Section 17.12.240(H) of the Casper Municipal Code reviewing the decision of the Commission:

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.

- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

WHEREAS, based upon a review of the record in this matter, as well as the comments received at the Public Hearing on the Applicant's Appeal, the Casper City Council finds that the decision of the Commission should be reversed, and that the application for the Conditional use permit should be granted with the following findings:

- a. The conditional use is consistent with the spirit, purpose, and intent of Title 17 of the Casper Municipal Code, will not substantially impair the appropriate use of neighboring property, will serve the public need, convenience, and welfare; and
- b. The conditional use is designed to be compatible with adjacent land uses and the area of its location.

WHEREAS, the City Council hereby approves the Conditional Use Permit subject to the following conditions:

1. The proposed carport (detached accessory dwelling) shall adhere to all minimum setback requirements as outlined in the Casper Municipal Code.
2. Lots 139 and 140, Block 24, North Casper Addition shall never be separated, or sold separately from Lots 141-142, Block 24, North Casper Addition, on which the principal dwelling unit is located. Separation of the carport from the principal dwelling unit shall necessitate the immediate removal of said carport, with or without notice from the City.
3. In that only one garage or carport is permitted on the property, the applicant shall immediately remove the existing one-car carport currently located on the property, and apply for a building permit prior to the commencement of further construction on the carport.
4. Pursuant to Section 17.12.070(A)(12)(a), all parking surfaces, including driveways to garages or carports, shall be paved with either asphalt or concrete in accordance with the City's standard specifications for street construction.

5. Pursuant to Section 17.12.240(I), if the Conditional Use Permit has not been exercised, and the work completed within one (1) year from the date of issuance, such Conditional Use Permit shall be void, and have no further force or effect.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby reverses the decision by the City of Casper Planning and Zoning Commission in denying the application for a Conditional Use Permit in Case No. PLN-15-034-C, and that the Application for a Conditional Use Permit in said matter is hereby approved and granted for Lots 139-140, Block 24, North Casper Addition to the City of Casper, Wyoming, located directly north of the principal building at 1134 North Lincoln Street, with the findings and conditions of the Council as set forth above.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Charlie Powell, as the Mayor of the City of Casper, Wyoming.

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

My commission expires: \_\_\_\_\_.

ORDINANCE NO. 15-15

AN ORDINANCE APPROVING THE FINAL PLAT OF THE YMCA ADDITION, COMPRISING 13.83 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of the YMCA Addition, creating three (3) lots (the "plat"); and,

WHEREAS, the plat consists of a vacation and replat of Block 7, Community Park Addition, and a plat of previously unplatted land located within S1/2SE1/4 Section 9 and N1/2NE1/4, Section 16, T.33N., R.79W., 6<sup>th</sup> P.M. City of Casper, Natrona County Wyoming; and,

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

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

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

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

SECTION 1:

That the final plat of the YMCA Addition is hereby approved.

SECTION 2:

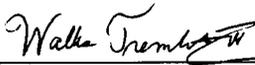
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 7<sup>th</sup> day of July, 2015.

PASSED on 2nd reading the 21<sup>st</sup> day of July, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor



- 48 4) Setback. All hives shall be located at least ten (10) feet from any  
49 adjoining property with the back of the hive facing the nearest abutting  
50 private property lines. Hives may be located on the property line abutting  
51 alleyways.
- 52
- 53 5) Fencing of flyways. In each instance in which any colony is situated  
54 within twenty-five (25) feet of a developed public or private property line  
55 of the tract upon which the apiary is situated, as measured from the nearest  
56 point on the hive to the property line. The beekeeper shall establish and  
57 maintain a flyway barrier at least six feet (6') in height, consisting of a  
58 solid wall or fence parallel to the property line, and extending ten feet  
59 (10') beyond the colony in each direction so that all bees are forced to fly  
60 at an elevation of at least six feet (6') above ground level over the property  
61 in the vicinity of the apiary.
- 62
- 63 6) Water. Each beekeeper shall ensure that a convenient source of water is  
64 available at all times to the bees, so that the bees will not congregate at  
65 swimming pools, bib cocks, pet water bowls, birdbaths or other water  
66 sources where they may cause human, bird, or domestic pet contact. The  
67 water shall be maintained so as not to become stagnant.
- 68
- 69 7) Any bee colony not residing in a hive structure intended for beekeeping,  
70 or any swarm of bees, or any colony residing in a standard or homemade  
71 hive which, by virtue of its condition, has obviously been abandoned by  
72 the beekeeper, is unlawful and may be summarily destroyed or removed  
73 from the city by the City Manager or his designee.
- 74
- 75 8) Violation of the regulations set forth can be grounds for seizure of the bees  
76 and criminal prosecution by citation or summons in the Casper Municipal  
77 Court. The keeping by any person of bee colonies in the city not in strict  
78 compliance with this section is prohibited.
- 79
- 80

81 **Section 4:**

82 This ordinance shall be in full force and effect upon passage on three readings and  
83 publication.

84

85

86 PASSED on 1<sup>st</sup> reading the 7<sup>th</sup> day of July, 2015.

87

88

88 PASSED on 2<sup>nd</sup> reading the 21<sup>st</sup> day of July, 2015.

89

90

90 PASSED, APPROVED, AND ADOPTED on third and final reading the \_  
91 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

92

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95 APPROVED AS TO FORM:

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\_\_\_\_\_

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CITY OF CASPER, WYOMING  
A Municipal Corporation

101 ATTEST:

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105 \_\_\_\_\_  
V. H. McDonald  
106 City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ORDINANCE NO. 17-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 1, YMCA ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classifications R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential); and,

WHEREAS, after a public hearing on June 23, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 1, YMCA Addition, more commonly known as 315 East 15<sup>th</sup> Street, is hereby rezoned from zoning classifications R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).

SECTION 2:

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

PASSED on 1st reading the 21<sup>st</sup> day of July, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V.H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

ORDINANCE NO. 18-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 11, 13, AND 14 AND LOTS 16-17, BLOCK 139, AND LOTS 7-9, AND LOT 13 SOUTH 25 FEET, BLOCK 154, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential); and,

WHEREAS, after a public hearing on June 23, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 South 25 Feet, Block 154, Casper Addition, more commonly known as 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, are hereby rezoned from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential).

SECTION 2:

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

PASSED on 1st reading the 21<sup>st</sup> day of July, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

*Walter Truitt*

---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V.H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

ORDINANCE NO. 19-15

AN ORDINANCE AMENDING CHAPTER 6.04 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO  
ESTABLISHING RULES AND REGULATIONS FOR  
THE KEEPING OF CHICKEN HENS WITHIN THE CITY  
LIMITS

WHEREAS, the keeping of chicken hens in the City supports a local, sustainable food system by providing an affordable, nutritious source of protein through fresh eggs. The keeping of chicken hens also provides free nitrogen-rich fertilizer, chemical-free pest control, animal companionship and pleasure, and weed control; and,

WHEREAS, the keeping of chicken hens increases food security for the residents of the City and decreases the dependence on others to provide food for our community; and,

WHEREAS, the keeping of chicken hens provides an educational experience for the youth of the community and encourages active participation in caring for animals and producing locally grown food; and,

WHEREAS, when properly regulated, the keeping of chicken hens does not cause a public nuisance to any greater extent than the keeping of other domestic pets, such as cats and dogs; and,

WHEREAS, citizens of Casper are entitled to the enjoyment and use of their personal property to the extent that the use does not infringe on the rights of others; and,

WHEREAS, the keeping of chicken hens within the City limits, if properly regulated, will not harm or have a detrimental effect on neighboring properties; and,

WHEREAS, private covenants, which the City does not enforce, may impose more strict regulations on the use of private properties, including the prohibition of chicken hens, and constitutes a contract between the residents of a specified area or subdivision, without the need for government regulation or intervention; and,

WHEREAS, based on the experiences of other communities which currently allow chicken hens, the keeping of chicken hens within the City will not significantly impact the resources of METRO Animal Services; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapter 6.04 of the Casper Municipal Code to allow the keeping of chicken hens within the City limits, subject to the regulations as specified herein.

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

SECTION 1:

Section 6.04.010 – Definitions, is hereby amended to add the following definitions:

“Coop” means a building or structure where chicken hens are kept and often include nest boxes for egg-laying and perches on which the birds can sleep. The floor of the coop typically contains litter, such as straw or wood shavings, to collect chicken feces. The purpose of the coop is to protect chickens from the weather, and predators.

“Hen” means an adult female chicken.

“Hybrid” means the offspring of two (2) animals of different species, such as a “turken” which is a hybrid of a chicken and a turkey.

“Pen, Chicken” means a fenced outdoor run or yard, typically attached to a coop, which allows chickens access to the outdoors, while still providing protection from predators.

“Rooster” means an adult male chicken.

SECTION 2:

Section 6.04.260 is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

6.04.260 – ~~Chickens and other fowl~~ DUCKS, GEESE, TURKEYS AND OTHER FOWL, OTHER THAN CHICKENS – Location restrictions.

~~Chickens, Ducks, geese, or turkeys, ANY HYBRID OF, AND OTHER FOWL~~ may be kept and maintained within the animal control district only in areas which are properly zoned for such use, or a ~~zoning board of adjustment exception has been allowed~~ CONDITIONAL USE PERMIT HAS BEEN GRANTED BY THE PLANNING AND ZONING COMMISSION PURSUANT TO SECTION 17.12.240, ~~Such exceptions may be granted~~ for organized youth group projects and OR dog training purposes.

SECTION 3:

Section 6.04.270 is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

6.04.270 – Chicken HENS ~~and other fowl~~ – Enclosure and other limitations.

~~All persons owning fowl not mentioned in Section 6.04.260 within the animal control district limits, and all exceptions provided in Section 6.04.260 shall be kept enclosed in a good and substantial pen, and shall limit the number kept to five. Such pen~~

~~shall not be within one hundred feet of any school, church, hospital, residence or dwelling, except the residence or dwelling of the owner, and the pen shall be cleaned daily and approved by the health department. The zoning board of adjustment may grant exceptions to the one hundred foot requirement of this section for organized youth group projects.~~

CHICKEN HENS SHALL BE PERMITTED IN ASSOCIATION WITH AN OCCUPIED SINGLE-FAMILY RESIDENTIAL DWELLING/STRUCTURE AS AN ACCESSORY USE, SUBJECT TO THE FOLLOWING REGULATIONS:

- (1) THE MAXIMUM NUMBER OF CHICKEN HENS PERMITTED SHALL BE SIX (6).
- (2) NO ROOSTERS SHALL BE PERMITTED, WITH THE EXCEPTION THAT ROOSTERS SHALL BE PERMITTED IN THE AG (URBAN AGRICULTURE) ZONING DISTRICT.
- (3) ONLY CHICKEN HENS SHALL BE PERMITTED. CHICKEN HENS MAY BE ANY BREED OR CROSSBREED OF CHICKEN. NO HYBRIDS WILL BE ALLOWED UNLESS PROPERLY ZONED, OR A CONDITIONAL USE PERMIT HAS BEEN APPROVED BY THE PLANNING AND ZONING COMMISSION.
- (4) CHICKEN HENS SHALL BE PROVIDED WITH A COVERED, FULLY ENCLOSED AND PREDATOR-RESISTANT COOP WHICH IS ADEQUATELY VENTILATED, DESIGNED FOR EASY ACCESS FOR CLEANING, AND SHALL CONSIST OF AN ENCLOSED AREA (MAY INCLUDE THE PEN) OF AT LEAST FIVE (5) SQUARE FEET PER CHICKEN HEN. CHICKEN HENS SHALL BE PROTECTED FROM PREDATORS BY BEING ENCLOSED IN THE COOP FROM DUSK UNTIL DAWN.
- (5) DURING DAYLIGHT HOURS, THE CHICKEN HENS SHALL HAVE ACCESS TO THE COOP/PEN AT ALL TIMES. IF THE CHICKEN HENS ARE PERMITTED OUTSIDE OF THE COOP/PEN, THEN THE AREA WHICH THEY HAVE ACCESS TO MUST BE SECURED, WITH A MINIMUM OF A SIX (6) FOOT HIGH PRIVACY FENCE, AND IF NECESSARY, WING FEATHERS SHALL BE CLIPPED TO PREVENT THE BIRDS FROM FLYING AND ESCAPING.
- (6) THE COOP/PEN SHALL BE CLEANED AND MAINTAINED SO AS NOT TO CAUSE EXCESSIVE SMELLS OR ODORS, DUST, OR ATTRACT EXCESSIVE INSECTS OR VERMIN. THE FREQUENCY OF CLEANING SHALL DEPEND ON THE NUMBER OF CHICKEN HENS, THE TYPE OF LITTER, THE AREA OF THE COOP, AND THE WEATHER. SECTION 6.04.090 SHALL APPLY TO THE

ENFORCEMENT OF CHICKEN WASTE, TO INCLUDE UNHARVESTED EGGS, AND THE OWNER'S RESPONSIBILITIES.

- (7) NO BUTCHERING OF CHICKENS IS PERMITTED WITHIN THE CITY LIMITS.
- (8) COOPS AND PENS SHALL BE CONSTRUCTED A MINIMUM OF SIX (6) FEET FROM SIDE AND REAR PROPERTY LINES, AND ARE ONLY PERMITTED IN THE REAR YARD OF A HOME. IF AN ALLEY IS LOCATED ADJACENT TO THE PROPERTY, THE MINIMUM SETBACK FOR THE COOP/PEN SHALL BE THREE (3) FEET FROM THE ALLEY.
- (9) IT IS UNLAWFUL FOR CHICKEN HENS TO BE AT LARGE, AS DEFINED IN SECTION 6.04.010. ANY CHICKEN HEN FOUND TO BE AT LARGE MAY BE TAKEN INTO POSSESSION AND IMPOUNDED BY METRO ANIMAL SERVICES, AND SHALL BE ADOPTED, REHOMED OR EUTHANIZED IF NOT RECLAIMED WITHIN TWO (2) WORKING DAYS.
- (10) CHICKEN HENS SHALL BE PROVIDED WITH ACCESS TO ADEQUATE AND FRESH WATER AT ALL TIMES, AND IN A MANNER TO PREVENT THE WATER FROM FREEZING.
- (11) NO COOP SHALL EXCEED A FOOTPRINT OF SIXTY (60) SQUARE FEET, OR SHALL EXCEED A HEIGHT OF SEVEN (7) FEET AT THE HIGHEST POINT OF THE ROOF.
- (12) CHICKEN FEED SHALL BE STORED IN AN AIRTIGHT, METAL CONTAINER TO DISCOURAGE ATTRACTING MICE, RATS, AND OTHER VERMIN.
- (13) CHICKEN HENS SHALL BE CONFINED IN SUCH A FASHION AS TO PREVENT THEM FROM COMING INTO CONTACT WITH WILD DUCKS OR GEESE OR THEIR EXCREMENT.
- (14) THE REQUIREMENTS OF THIS SECTION ARE MINIMUM REQUIREMENTS AND DO NOT AFFECT ANY PRIVATE CONTROLS, INCLUDING ANY MORE STRINGENT REGULATIONS OR PROHIBITIONS ON THE KEEPING OF CHICKEN HENS CONTAINED IN PRIVATE COVENANTS. NOTHING IN THIS CHAPTER SHALL AFFECT THE AUTHORITY OF ANY OWNERS' ASSOCIATION TO ADOPT AND ENFORCE MORE STRINGENT STANDARDS FOR THE KEEPING OF CHICKEN HENS, OR TO PROHIBIT OUTRIGHT THE KEEPING OF CHICKEN HENS ON ANY PROPERTY WITHIN THE JURISDICTION OF SUCH ASSOCIATION.

(15) VIOLATIONS OF THIS SECTION SHALL BE PROCESSED PURSUANT TO THE PROCEDURES SET FORTH IN SECTIONS 6.04.340, 6.04.350 AND 6.04.360 OF THE CASPER MUNICIPAL CODE.

SECTION 4:

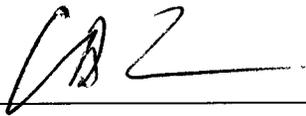
This ordinance shall be in full force and effect after passage on three readings and publication in a local newspaper, pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

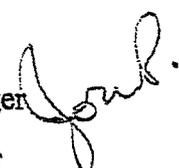
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

July 9, 2015

MEMO TO: John C. Patterson, City Manager   
FROM: Jim Wetzel, Chief of Police   
SUBJECT: Ordinance # 9.24.040. "Prostitution – Defined - Prohibited".

Recommendation:

That Council amend Municipal Ordinance 9.24.040, "Prostitution – Defined - Prohibited", to clarify the intent of the ordinance and more accurately describe the prohibited behavior.

Summary:

The proposed ordinance being patterned after the current Casper ordinance and incorporating language adopted from similar ordinances in other jurisdictions more broadly encompasses possible situations which have previously been encountered in the City and provides specific language to more clearly describe prohibited behavior.

An Ordinance containing the amendments as noted in the capitalized, bold additions and strikeouts has been prepared for the Council's consideration.

**ORDINANCE NO. 20-15**

**AN ORDINANCE AMENDING SECTION 9.24.040 OF  
THE CASPER MUNICIPAL CODE PERTAINING TO  
PROSTITUTION.**

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

Section 1:

Section 9.24.040 of the Casper Municipal Code shall hereby be amended to read as follows:

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

**9.24.040 - Prostitution—Defined—Prohibited.**

A.

For the purposes of this section:

1.

~~"Prostitution" means knowingly or intentionally performing or permitting, or offering or agreeing to perform, any act of sexual intrusion for money or other consideration;~~ **Any person who performs, offers or agrees to perform any act of sexual penetration as defined in this subsection for any money, property, token, object, or article or anything of value, or any touching or fondling of the sex organs of one person by another person, for any money, property, token, object, or article or anything of value, for the purpose of sexual arousal or gratification commits an act of prostitution.**

2.

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

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, analingus or anal intercourse with or without emission.

B.

No person shall keep, set up, maintain or operate any place, structure, building or conveyance for the purpose of prostitution, or 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 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, or aid or abet prostitution, by solicitation or by any means whatsoever.

(Ord. 17-87 § 1, 1987: prior code § 26-33)

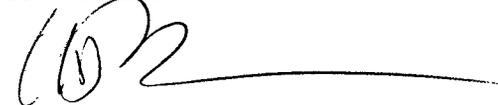
PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_ 2015,

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_ 20105

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

ATTEST:



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CITY OF CASPER, WYOMING  
A Municipal Corporation

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Charlie Powell  
Mayor

---

V.H. McDonald  
City Clerk

June 25, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Ethan Yonker, E.I.T., Associate Engineer

SUBJECT: Agreement with 71 Construction, Inc., for the  
Carnation Street Improvements, Project No. 14-76

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the Carnation Street Improvements, Project No. 14-76, in the amount of \$217,571.71. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$22,428.29, for a total project amount of \$240,000.00.

Summary:

On Tuesday, June 23, 2015, three (3) bids were received from contractors for the Carnation Street Improvements, Project No. 14-76. The project involves the replacement of asphalt paving, curb and gutter, sidewalk, and ADA ramps as well as mill and overlay of a section of the existing street. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$208,855.00
<b>71 Construction, Inc.</b>	<b>Casper, Wyoming</b>	<b>\$217,571.71</b>
Knife River, Inc.	Casper, Wyoming	\$218,582.00

The estimate prepared by the Engineer was \$185,000.00.

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc. (Hedquist), has underperformed on the last four City projects: Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48. See attached table for details.

All four projects resulted in the assessment of liquidated damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project, in preparation of making a claim with their bonding company. The contract was later reinstated after renewed

mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

In addition to not meeting project timelines on City of Casper projects, Hedquist Construction, Inc. is currently behind on the Casper/Natrona County International Airport Project (AIP No.3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A). See attached July 14, 2015 Weekly Project Meeting summary.

Accordingly, staff recommends award of the contract to 71 Construction, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by November 6, 2015.

Funding for this project will be from 1%#15 funds allocated to FY16 Miscellaneous Residential Streets in the amount of \$231,650.00, with the remaining balance from one-time monies allocated to FY16 Replacement Capital for improvements other than buildings.

A resolution is prepared for Council's consideration.

### Hedquist Construction Contract Deadlines and Acceptance Dates

	Final Completion Date in Contract	Notice of Acceptance of Work
Zone II/III Water Project	December 10, 2013	July 25, 2014
All American Center	November 30, 2013	September 19, 2014
Fairgrounds Roadway	December 17, 2013	May 28th, 2014
2013 Arterial & Collectors	October 25, 2013	December 22, 2014

**Casper/Natrona County International Airport**  
**AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A**

**MEETING NO.:** 20  
**DATE / TIME:** July 14, 2015 / 10:00 AM  
**LOCATION:** C/NCIA Terminal Building - Hangar Room  
**ATTENDEES:** Sign-in Sheet  
**DAY COUNT:** 132 of 97 Calendar Days

**A. INTRODUCTION**

**B. SECURITY/ SAFETY**

- 20.01 Haul Route/Traffic Flow – Construction access through Gate #8 for Phase 3. Phase 4 dust control operations will continue access through Gate #11.
- 20.02 Daily inspections as required by CSPP.
- 20.03 FOD Control & Dust Control.

**C. OPERATIONS / NOTAM'S / COMPLAINT NOTIFICATIONS**

- 14.04 Modern Electric requested HCI give them at least one days notice prior to taking down/turning on Taxiway edge lights.
- 17.02 Taxiway "A" is closed between Taxiway "A5" and Runway 8/26 intersection via NOTAM until the completion of that portion of the Phase III work. Taxiway "A6" is also closed via NOTAM.
- 17.03 ATCT has requested that in order to avoid confusion / unnecessary duplicate radio communications, to let the crossing guard obtain clearance for all vehicles crossing the ramp at Gate #8. Also, proper readbacks from construction personnel to the ATCT must be performed to give confirmation of the direction provided by the ATCT.

**D. SCHEDULE**

- 20.01 Project Schedule look-ahead (HCI to discuss). – 5 days overlap of Phase 3 areas will be provided to HCI when ready to move to next area. A pre-phase meeting will be held following this meeting, prior to moving into the next portion of Phase 3.

**E. QA / QC**

- 18.01 HCI/Strata need to provide the test results from the P-209 density testing.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace asphalt paving, curb and gutter, sidewalk, and ADA ramps as well as mill and overlay a section of the existing street; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the CARNATION STREET IMPROVEMENTS, Project 14-76.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CARNATION STREET IMPROVEMENTS, Project 14-76.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed by November 6, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 13, 2015.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71), 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. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### 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-5, inclusive).
- 8.2 Exhibit "A" - Bid Form, Bid Schedule.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. NA.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of three (3) sections; (01810, 01850, 02040)
- 8.14 Contract Drawings, consisting of four (4) Sheets, and two (2) Details
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The 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.

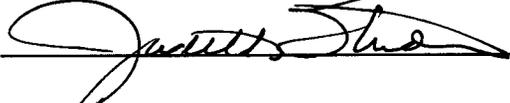
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(CARNATION STREET IMPROVEMENTS, Project 14-76)

  
\_\_\_\_\_

ATTEST:

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

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

ATTEST:

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

V.H. McDonald

Title: City Clerk

CONTRACTOR:

71 Construction, Inc.

P.O. Box 4600

Casper, WY 82604

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Charlie Powell

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
CARNATION STREET IMPROVEMENTS,  
Project 14-76

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 November 6, 2015, and completed and ready for final payment not later than November 13, 2015, 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>June 16, 2015</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: \$ 217,571.71

TOTAL BASE BID, IN WORDS: Two hundred seventeen thousand five hundred seventy one dollars and seventy one cents ~~————~~ DOLLARS.

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

Address of Bidder: PO Box 4600  
7072 Barton Dr  
Casper, WY 82604

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 June 23, 2015.

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: 71 Construction (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)  
(Title) PREC

(Seal)

Attest: [Signature]

Business Address: 7072 Barton Dr  
PO Box 4600  
Casper, WY 82604

Phone Number: 307-235-2922

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.)

**BID SCHEDULE**  
**June 23, 2015**  
**CARNATION STREET IMPROVEMENTS**  
**Project 14-76**

Casper, Wyoming

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

LS=Lump Sum, SY = Square Yards, LF = Linear Foot, CY = Cubic Yard, EA = Each, SF = Square Foot

**Bid Schedule**

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Signs	LS	1	\$ 36,471.71	\$ 36,471.71
2	F&I Temporary Traffic Control	LS	1	\$ 3,400.00	\$ 3,400.00
3	F&I Concrete Curbwalk (6'-3" Wide)	LF	75	\$ 39.00	\$ 2,925.00
4	F&I 30" Type B Curb and Gutter	LF	575	\$ 31.00	\$ 17,825.00
5	F&I Concrete Sidewalk (5" Concrete/ 4" Base)	SF	2575	\$ 6.00	\$ 15,450.00
6	F&I Concrete Reinforced Sidewalk (6" Concrete/ 4" Base)	SF	925	\$ 10.00	\$ 9,250.00
7	R&R Concrete Curbwalk/Sidewalk for Type III ADA Ramp	SF	500	\$ 7.00	\$ 3,500.00
8	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	8	\$ 140.00	\$ 1,120.00
9	R&R Concrete Driveway (6" Concrete/ 4" Base)	SF	60	\$ 7.00	\$ 420.00
10	R&R Concrete Curbcut (6" Concrete/ 4" Base)	SF	400	\$ 7.00	\$ 2,800.00
11	F&I Select Backfill	CY	500	\$ 41.00	\$ 20,500.00
12	R&R asphalt Pavement Section (4" Pavement/ 8" Base)	SY	1200	\$ 51.60	\$ 61,920.00
13	Remove Asphalt Surfacing by Cold Milling	SY	900	\$ 4.20	\$ 3,780.00
14	F&I 1" Leveling Course, Paving Fabric, and 2" Asphalt Overlay	SY	900	\$ 33.80	\$ 30,420.00
15	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	2	\$ 820.00	\$ 1,640.00
16	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	5	\$ 560.00	\$ 2,800.00
17	R&R Existing Valve Box	EA	4	\$ 1,150.00	\$ 4,600.00
18	R&R Existing Tap Saddle	EA	3	\$ 1,250.00	\$ 3,750.00
				<b>Total Base Bid</b>	<b>\$217,571.71</b>

• **BASE BID IN WORDS:**

Two hundred seventeen thousand five hundred seventy-one dollars and seventy one cents.

This bid submitted by: CORPORATION  
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 15-210

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE CARNATION STREET IMPROVEMENTS, PROJECT NO. 14-76.

WHEREAS, the City of Casper desires to make curb and gutter, sidewalk, and surfacing improvements to Carnation Street from Valley Drive to Honeysuckle; and,

WHEREAS, the City Council reviewed the documentation relating to Hedquist Construction, Inc. (Hedquist) failure to complete four City projects (Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48) in a timely manner; and,

WHEREAS, all four projects resulted in settlement agreements in order to complete the respective projects and included the assessment of liquidated damages against Hedquist for failure to complete the work within the contractual deadlines; and,

WHEREAS, the Carnation Street Improvements Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Carnation Street Improvements, Project No. 14-76; and is determined to be the lowest qualified and responsible bidder for the Carnation Street Improvements Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) 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 71 Construction, Inc., for those services, in the amount of Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71), and Twenty-Two Thousand Four Hundred Twenty-Eight and 29/100 Dollars (\$22,428.29) for a construction contingency account, for a total project amount of Two Hundred Forty Thousand Dollars (\$240,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

June 30, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with Knife River, Inc., for the  
West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18

Recommendation:

That Council, by resolution, authorize an agreement with Knife River, Inc., for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18, in the amount of \$2,180,103.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$200,000.00, for a total project amount of \$2,380,103.00.

Summary:

On Tuesday, June 30, 2015, three (3) bids were received from contractors for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18. The project involves the reconstruction of West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$2,026,341.00
<b>Knife River, Inc.</b>	<b>Casper, Wyoming</b>	<b>\$2,180,103.00</b>
Barnum, Inc.	Buffalo, Wyoming	\$2,461,791.00

The estimate prepared by the Engineer was \$2,000,000.00.

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc. (Hedquist), has underperformed on the last four City projects: Fairgrounds Roadway and Storm Sewer Improvements, Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements, Project 13-24; 2013 Arterial & Collector Street Reconstruction – West, Project 13-08W; and the Zone II/III Water System Improvements, Project 12-48. See attached table for details.

All four projects resulted in the assessment of liquidated damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project, in preparation of making a claim with their bonding company. The contract was later reinstated after renewed

mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

In addition to not meeting project timelines on City of Casper projects, Hedquist Construction, Inc. is currently behind on the Casper/Natrona County International Airport Project (AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A). See attached July 14, 2015 Weekly Project Meeting summary

Accordingly, staff recommends award of the contract to Knife River, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by July 29, 2016.

Funding for this project will be from the Wyoming Business Council in the amount of \$1,000,000.00, FY13 Midwest Street, Poplar Street to Spruce Street in the amount of \$1,000,000.00, with the remaining balance of coming from 1%#14 funds allocated for the Midwest Street, Poplar Street to David Street Reconstruction.

A resolution is prepared for Council's consideration.

### Hedquist Construction Contract Deadlines and Acceptance Dates

	Final Completion Date in Contract	Notice of Acceptance of Work
Zone II/III Water Project	December 10, 2013	July 25, 2014
All American Center	November 30, 2013	September 19, 2014
Fairgrounds Roadway	December 17, 2013	May 28th, 2014
2013 Arterial & Collectors	October 25, 2013	December 22, 2014

**Casper/Natrona County International Airport**  
**AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A**

**MEETING NO.:** 20  
**DATE / TIME:** July 14, 2015 / 10:00 AM  
**LOCATION:** C/NCIA Terminal Building - Hangar Room  
**ATTENDEES:** Sign-in Sheet  
**DAY COUNT:** 132 of 97 Calendar Days

**A. INTRODUCTION**

**B. SECURITY/ SAFETY**

- 20.01 Haul Route/Traffic Flow – Construction access through Gate #8 for Phase 3. Phase 4 dust control operations will continue access through Gate #11.
- 20.02 Daily inspections as required by CSPP.
- 20.03 FOD Control & Dust Control.

**C. OPERATIONS / NOTAM'S / COMPLAINT NOTIFICATIONS**

- 14.04 Modern Electric requested HCI give them at least one days notice prior to taking down/turning on Taxiway edge lights.
- 17.02 Taxiway "A" is closed between Taxiway "A5" and Runway 8/26 intersection via NOTAM until the completion of that portion of the Phase III work. Taxiway "A6" is also closed via NOTAM.
- 17.03 ATCT has requested that in order to avoid confusion / unnecessary duplicate radio communications, to let the crossing guard obtain clearance for all vehicles crossing the ramp at Gate #8. Also, proper readbacks from construction personnel to the ATCT must be performed to give confirmation of the direction provided by the ATCT.

**D. SCHEDULE**

- 20.01 Project Schedule look-ahead (HCI to discuss). – 5 days overlap of Phase 3 areas will be provided to HCI when ready to move to next area. A pre-phase meeting will be held following this meeting, prior to moving into the next portion of Phase 3.

**E. QA / QC**

- 18.01 HCI/Strata need to provide the test results from the P-209 density testing.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Knife River, Inc., P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway; and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project 14-18.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project 14-18, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, 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 29, 2016 and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 12, 2016. Substantial completion is defined as completion of all work to return the project to full normal vehicular and pedestrian traffic. Above ground features excluded from the definition of substantial completion are light poles, plantings, benches, trash receptacles, bike racks, non-regulatory signs, and miscellaneous cleanup as approved by the Engineer. Once contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is complete.

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 (\$1000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Eight Hundred Dollars (\$800.00) 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 Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103.00), 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 pages BS-1 through BS-7, 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.** Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in

the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### 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 Exhibit "A" - Bid Form, Bid Schedule.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1,2,3,4.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Provisions, consisting of nine (9) sections.
- 8.10 Special Provisions, consisting of ten (10) special provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, in any.
- 8.14 Contract Drawings, consisting of 125 sheets, with each sheet bearing the following general title:  
**West Yellowstone Highway & Walnut Street Reconstruction**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

The 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.

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project  
14-18)



ATTEST:

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

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

ATTEST:

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

Title: V.H. McDonald  
City Clerk

CONTRACTOR:

Knife River, Inc.

P.O. Box 730

Casper, WY 82602

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Charlie Powell  
Title: Mayor

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

**PROJECT IDENTIFICATION:** City of Casper  
West Yellowstone Highway &  
Walnut Street Reconstruction  
Project No. 14-18

**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 within 60 calendar days of the issuance of the Notice to Proceed, and completed and ready for final payment within 90 calendar days of the issuance of the Notice to Proceed, 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>6/24/15</u>
Addendum No. <u>2</u>	Dated <u>6/25/15</u>
Addendum No. <u>3</u>	Dated <u>6/26/15</u>
	Dated <u>6/29/15</u>
  - 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: \$ 2,180,103.00

TOTAL BASE BID, IN WORDS: Two Million One Hundred Eighty Thousand One Hundred Three 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: Knife River, Inc.  
PO Box 730  
Casper, WY 82602

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 6/30/, 2015.

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



A CORPORATION OR LIMITED LIABILITY COMPANY

By: Knife River, Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Michael J. HAYNES (Name) Michael J. Haynes (Signature) (seal)

General MANAGER  
(Title)

(Seal)

Attest: Phil Ottaviano

Business Address: Knife River, Inc.  
PO Box 730  
Casper, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

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

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

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

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

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

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

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

ITEMIZED BID SCHEDULE  
 WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION  
 PROJECT NO. 14-18  
 June 5, 2015

**Bid Schedule: WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

FT = LINEAL FOOT		SY = SQUARE YARD		CY = CUBIC YARD		EA = EACH		LS = LUMP SUM		CF = CUBIC FOOT		SF = SQUARE FOOT	
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS					UNIT PRICE	TOTAL PRICE				
1	1	LS	Mobilization and Bonds for <i>Ninety Five Thousand</i> Dollar(s) and <i>Zero</i> Cent(s) per lump sum.					\$ 95,000.00	\$ 95,000.00				
2	1	LS	Traffic Control for <i>Forty Eight Thousand</i> Dollar(s) and <i>Zero</i> Cent(s) per lump sum.					\$ 48,000.00	\$ 48,000.00				
3	1	LS	Removal of Obstructions for <i>Five Hundred</i> Dollar(s) and <i>Eighty Three</i> Cent(s) per lump sum.					\$ 5,835.00	\$ 5,835.00				
4	1675	FT	Removal of Curb and Gutter for <i>Four</i> Dollar(s) and <i>Twenty</i> Cent(s) per lineal foot.					\$ 4.20	\$ 7,035.00				
5	1725	SY	Removal of Concrete Flatwork for <i>Twelve</i> Dollar(s) and <i>Twenty</i> Cent(s) per square yard.					\$ 12.20	\$ 21,045.00				
6	4160	CY	Unclassified Excavation for <i>Eighteen</i> Dollar(s) and <i>Sixty</i> Cent(s) per cubic yard.					\$ 18.60	\$ 77,376.00				
7	4050	SY	F&I 4" Hot Plant Mix with 8" Crushed Base for <i>Thirty Three</i> Dollar(s) and <i>Sixty</i> Cent(s) per square yard.					\$ 33.60	\$ 136,080.00				
8	420	SY	F&I 8" Concrete Pavement with 4" Crushed Base for <i>One Hundred Fifty</i> Dollar(s) and <i>Zero</i> Cent(s) per square yard.					\$ 150.00	\$ 63,000.00				

**Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	120	SY	F&I Concrete to Hot Plant Mix Transition for <u>thirty three</u> Dollar(s) and <u>zero</u> Cent(s) per square yard.	\$ 93.00	\$ 11,160.00
10	3400	SY	F&I 12" Pit Run Subbase for <u>seventeen</u> Dollar(s) and <u>fifty eight</u> Cent(s) per square yard.	\$ 17.58	\$ 59,772.00
11	1825	FT	F&I Curb and Gutter Type B and Base Course for <u>thirty seven</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 37.00	\$ 67,525.00
12	1000	SY	F&I Double Gutter and Base Course for <u>seventy five</u> Dollar(s) and <u>fifty two</u> Cent(s) per square yard.	\$ 75.52	\$ 75,520.00
13	24	SY	F&I Concrete Paver Crosswalk for <u>one thousand one hundred</u> Dollar(s) and <u>zero</u> Cent(s) per square yard.	\$ 445.00	\$ 27,480.00
14	1190	FT	F&I Double Yellow Striping for <u>ten</u> Dollar(s) and <u>eighty</u> Cent(s) per lineal foot.	\$ 10.80	\$ 12,852.00
15	480	FT	F&I Solid White Striping for <u>six</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 6.00	\$ 2,880.00
16	1	EA	F&I Preformed Pavement Markings for <u>sign hardware</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 600.00	\$ 600.00
17	5	EA	F&I Sign Post and Panels for <u>sign hardware</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 900.00	\$ 4,500.00

**Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	56	FT	F&I 18" Reinforced Concrete Pipe (RCP) for <i>One Hundred Fifty Six</i> Dollar(s) and <i>no</i> Cent(s) per lineal foot.	\$153.50	\$8,596.00
19	8	FT	F&I 24" Reinforced Concrete Pipe (RCP) for <i>Two Hundred Seventeen</i> Dollar(s) and <i>no</i> Cent(s) per lineal foot.	\$217.50	\$1,740.00
20	440	FT	F&I 30" Reinforced Concrete Pipe (RCP) for <i>One Hundred Sixty</i> Dollar(s) and <i>no</i> Cent(s) per lineal foot.	\$106.60	\$46,904.00
21	3	EA	F&I Single Storm Sewer Inlet (all depths) for <i>Three Hundred Sixty Six</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$3664.00	\$10,992.00
22	2	EA	F&I Double Storm Sewer Inlet (all depths) for <i>Two Hundred Sixty Six</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$6523.00	\$13,046.00
23	2	EA	F&I Storm Sewer Manhole for <i>Two Hundred Eighty Six</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$5880.00	\$11,760.00
24	1	EA	F&I Water Service Pipe for <i>Two Thousand Sixty</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$2,460.00	\$2,460.00
25	3	EA	F&I Fire Hydrant Assembly for <i>Ten Thousand</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$10,000.00	\$30,000.00
26	6	EA	R&R Sanitary Sewer Manhole for <i>Six Thousand Seven Hundred</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$8705.00	\$52,230.00

**Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
27	90	CY	F&I Select Backfill for <i>Sixty Two</i> Dollar(s) and <i>Twenty</i> Cent(s) per cubic yard.	\$ 65.20	\$ 5,868.00
28	10	CY	F&I Flowable Backfill for <i>Eighty Eight</i> Dollar(s) and <i>Twenty</i> Cent(s) per cubic yard.	\$ 88.20	\$ 882.00
29	20	EA	Utility Adjustment for <i>Six Hundred Twelve</i> Dollar(s) and <i>Zero</i> Cent(s) per each.	\$ 612.00	\$ 12,240.00
30	2540	SY	F&I Concrete Sidewalk and Base Course for <i>Forty Four</i> Dollar(s) and <i>Twenty Five</i> Cent(s) per square yard.	\$ 44.25	\$ 112,395.00
31	5300	SF	F&I Clay Pavers for <i>Twenty Two</i> Dollar(s) and <i>Eighty Two</i> Cent(s) per square foot.	\$ 22.52	\$ 119,356.00
32	750	FT	F&I Tree Grate Header for <i>Forty Three</i> Dollar(s) and <i>Eighty</i> Cent(s) per lineal foot.	\$ 53.50	\$ 40,125.00
33	10	FT	F&I Paver Border for <i>One Hundred Eighty</i> Dollar(s) and <i>Zero</i> Cent(s) per lineal foot.	\$ 185.00	\$ 1,850.00
34	100	FT	F&I Raised Planters for <i>Three Hundred Seventy</i> Dollar(s) and <i>Twenty Eight</i> Cent(s) per lineal foot.	\$ 373.28	\$ 37,328.00
35	1	EA	F&I Decorative Old Yellowstone District Sign for <i>Eleven Hundred Eighty</i> Dollar(s) and <i>Zero</i> Cent(s) per each.	\$ 11,880.00	\$ 11,880.00

**Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
36	3	EA	F&I Backless Bench for <u>Two Hundred Eighty</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$2,580.00	\$ 7,740.00
37	4	EA	F&I Bike Racks for <u>Two Hundred Fifty</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$2,205.00	\$ 8,820.00
38	5	EA	F&I Trash Receptacles for <u>One Hundred Eighty</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$1,896.00	\$ 9,480.00
39	1	EA	F&I Irrigation Controller Fence for <u>Three Hundred Sixty</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$3,360.00	\$ 3,360.00
40	34	EA	F&I Tree Grates for <u>Two Hundred Twenty</u> Dollar(s) and <u>eighty</u> Cent(s) per each.	\$2,276.50	\$ 77,401.00
41	37	EA	F&I Deciduous Canopy Tree for <u>Eight</u> Dollar(s) and <u>seven hundred thirty</u> Cent(s) per each.	\$ 738.00	\$ 27,306.00
42	824	SF	Fine Grading for <u>one</u> Dollar(s) and <u>twenty five</u> Cent(s) per square foot.	\$ 1.25	\$ 1,030.00
43	34	EA	F&I Shrubs (5 Gal.) for <u>one hundred six</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 106.00	\$ 3,604.00
44	35	EA	F&I Ornamental Grasses (1 Gal.) for <u>thirty six</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 36.00	\$ 1,260.00

**Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
45	28	EA	F&I Perennials and Groundcovers (1 Gal.) for <i>Twenty four</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$ 24.00	\$ 672.00
46	884	SY	F&I Landscape Weed Barrier Fabric for <i>Three</i> Dollar(s) and <i>Twenty five</i> Cent(s) per square yard.	\$ 3.25	\$ 2,873.00
47	240	CF	F&I Rock Mulch for <i>Six</i> Dollar(s) and <i>zero</i> Cent(s) per cubic foot.	\$ 6.00	\$ 1,440.00
48	17	CF	F&I Wood Mulch for <i>fourteen</i> Dollar(s) and <i>zero</i> Cent(s) per cubic foot.	\$ 14.00	\$ 238.00
49	204	CF	F&I Inorganic Mulch for <i>Six</i> Dollar(s) and <i>fifty</i> Cent(s) per cubic foot.	\$ 6.50	\$ 1,326.00
50	5	CY	F&I Class I Organic Amendment <i>One Hundred Ninety Two</i> Dollar(s) and <i>zero</i> Cent(s) per cubic yard.	\$ 192.00	\$ 960.00
51	46	CY	Export Soil for <i>Twenty two</i> Dollar(s) and <i>fifty</i> Cent(s) cubic yard.	\$ 22.50	<del>\$ 2,553.00</del> 10,350.00 <i>6/22/15</i>
52	46	CY	Import Topsoil for <i>fifty five</i> Dollar(s) and <i>fifty</i> Cent(s) per cubic yard.	\$ 55.50	\$ 2,553.00
53	1	LS	F&I Irrigation System for <i>thirty six thousand</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	\$ 36,000.00	\$ 36,000.00

**Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION**

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
54	1	LS	Erosion and Sedimentation Control for <i>Eleven thousand eight hundred</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	<del>11,880.00</del> <del>114,425.00</del>	<del>11,880.00</del> <del>114,425.00</del> <i>PG 6/3/15</i>
55	1	LS	Street Lighting Electrical Service for <i>fourteen thousand one hundred</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	\$ 14,425.00	\$ 14,425.00
56	18	EA	F&I Decorative Light Poles (West Yellowstone Hwy) for <i>nine thousand two hundred</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$ 9,270.00	\$ 166,860.00
57	10	EA	F&I Decorative Light Poles (Walnut Street) for <i>six thousand seven hundred</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$ 6,017.00	\$ 60,170.00
58	5	EA	F&I Roadway Light Poles (West Yellowstone Hwy) for <i>nine thousand one hundred</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$ 9,169.00	\$ 45,845.00
59	2	EA	F&I Roadway Light Poles (Walnut Street) for <i>six thousand six hundred</i> Dollar(s) and <i>eighty</i> Cent(s) per each.	\$ 6,651.50	\$ 13,303.00
60	1	LS	F&I Conduit and Wiring for Street Lighting and Receptacles for <i>one hundred thirty nine thousand three</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	\$ 139,385.00	\$ 139,385.00
61	1	LS	Utility Relocation for <i>three hundred fifty thousand eight</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	\$ 305,825.00	\$ 305,825.00
<b>TOTAL BID (Addition of Totals from Items 1-61)</b>				<b>\$ 2,180,103.00</b>	

RESOLUTION NO. 15-211

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER, INC., FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, PROJECT NO. 14-18.

WHEREAS, the City of Casper desires to reconstruct West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway; and,

WHEREAS, the City Council reviewed the documentation relating to Hedquist Construction, Inc. (Hedquist) failure to complete four City projects (Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction – West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48) in a timely manner; and

WHEREAS, all four projects resulted in settlement agreements in order to complete the respective projects and included the assessment of liquidated damages against Hedquist for failure to complete the work within the contractual deadlines; and

WHEREAS, the Yellowstone Highway and Walnut Street Reconstruction Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

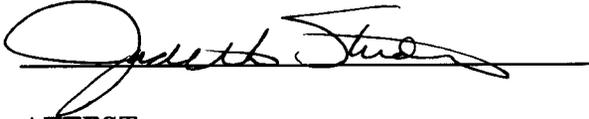
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, Inc., for those services, in the amount of Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103), and Two Thousand Dollars (\$200,000) for a construction contingency account, for a total project amount of Two Million Three Hundred Eighty Thousand One Hundred Three Dollars (\$2,380,103).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

July 9, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Jim Wetzel, Chief of Police  
SUBJECT: Agreement to Purchase ABM Software

Recommendation:

That Council authorize a software license agreement with ABM Software in the amount of \$155,300 (One hundred fifty-five thousand and three hundred/100) for the purchase of confidential information management risk mitigation software.

Summary:

The ABM Pegasus confidential information management and risk mitigation software supports the Casper Police Department's intelligence-led policing (ILP) initiative. The CPD recognizes the overall benefit of an ILP philosophy and methodology, particularly to focus its limited resources in an effort to improve decision-making. An integrated intelligence approach leverages all facets of intelligence to improve decision-making across every aspect of the CPD. The CPD has recently transitioned to a nationally recognized ILP framework, and this nascent philosophy requires an IT management and risk mitigation platform to gather, manage, and provide oversight of sensitive confidential information. The IT management and risk mitigation platform provided by ABM will aid the enforcement of local, state, and federal laws, utilize best practices, and provide the necessary framework for the management of all confidential information while maximizing accountability, enhancing productivity, and mitigating risk. Within our purview, the ILP philosophy is an effective apparatus to provide professional and progressive police services that enhance the quality of life in our community. As a professional and ethical policing organization, it is our duty to ensure that when collecting and reporting information that is sensitive and confidential in nature, we do so with the highest degree of prudence toward protecting the rights of our citizens. An adequately constructed and implemented IT management and risk mitigation platform, specific to management of sensitive confidential information is imperative to ensuring critical safeguards and apparatuses are in place to preserve citizens' rights and freedoms, as well as to protect the CPD and mitigate the CPD's risk and liability exposure.

Funding for this purchase will come from Homeland Security grant (EMW-2014-SS-00094) funding already approved by City Council for such use, and allocated Technologies monies to be paid in equal installments over the next 5 years.

The software license agreement with ABM Software is provided.



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**ABM America Incorporated**  
**Standard Terms & Conditions of Contract**

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**Casper Police Department**

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Classification: Commercial in Confidence | Date: June 2, 2015 | Version 1.1

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**ABM AMERICA INC.**

**Software License Agreement**

**Number: \_ ABM/CASP/070715/1**

THIS ABM AMERICA INC SOFTWARE LICENSE AGREEMENT (the "**Agreement**") is made effective as of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between ABM AMERICA INC., a company organized under the laws of the State of Delaware, with its principal office at 13800 Coppermine Road, Herndon, Virginia 20171 (hereinafter "**ABM**" or a "**Party**"), and the City of Casper, Wyoming, a Wyoming municipal corporation, with its principal office at 200 N David St, Casper, Wyoming 82601 (hereinafter "**Customer**" or a "**Party**" and collectively, the "**Parties**").

**Recitals**

WHEREAS, ABM is engaged in the design and manufacture of software in support of police, law enforcement and other security and intelligence services, agencies and departments; and

WHEREAS, ABM and Customer desire to enter into this Agreement for purposes of licensing certain ABM software and software-related services as more specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows

**1. Definitions**

- 1.1. **License Agreement Number.** A number assigned by ABM that identifies this Agreement so as to provide unique reference criteria for business conducted hereunder.
- 1.2. **Software.** All or any part of the computer programs developed, licensed or acquired by ABM, including but not limited to the software known as **abmpegasus™**, in object or executable-code versions only, licensed by Customer under this Agreement. The Software is for use solely in conjunction with the Designated System specified in or under this Agreement on the terms and conditions hereof. The term "**Software**" includes "**New Software Releases**" and "**Software Patches**" (as defined herein) made available to the Customer under this Agreement, and any updates or upgrades thereto provided to Customer hereunder or pursuant to the Software Support and Maintenance Agreement attached as Exhibit A hereto and incorporated herein by reference.
- 1.3 **Product Module** A distinguishable software-based function included in the Software as specifically identified in the

- Documentation and/or current ABM Charges Schedule ("**Charges Schedule**") attached as Exhibit B hereto and incorporated herein by reference.
- 1.4. **Documentation** Written materials prepared by ABM that contain information intended for the Customer or End User for the purpose of explaining the operation of the Software, Product Module(s), installation requirements, guidelines and/or other items of concern to such user. Such Documentation shall include but is not limited to, Software release notes, configuration guides, user guides, quick reference guides and training materials. The Documentation may be supplied to Customer on printed or electronic media, at ABM's option.
- 1.5 **Initial License Term (or Initial Term).** The minimum period of Software license term agreed between the parties hereunder, as set forth in the Charges Schedule attached as Exhibit B. Customer agrees to pay such License Fees and Maintenance Fees as shall be due hereunder for the Initial Term.
- 1.6. **Software License Term.** The period of time for which the Software License is in effect, beginning on the Effective Date hereof and continuing throughout the Initial License Term and thereafter until expiration or termination of the Maintenance Term.
- 1.7 **Maintenance Term.** The period of time that Customer participates in and pays the applicable fees for the Maintenance Program defined in Exhibit A.
- 1.8 **New Software Release.** A superseding release of the then-current release of the Software which adds to, improves, or further enhances those Product Module(s)

licensed to a Customer and which involves extensive changes to the then-current release of the Software. A New Software Release may include new Product Module(s) which are not activated and not made available to a Customer or End User unless a new or upgraded Product Module(s) is purchased and licensed. A New Software Release may also correct Software anomalies or "bugs" in earlier Software releases.

- 1.9 **Software Patch** Software which corrects or removes a reproducible anomaly or "bug" Software patches do not constitute a New Software Release, but may be included in a New Software Release.
- 1.10. **Customized Product** An area of the Software or Product Module(s) licensed to the Customer or End User that is not generally available to ABM's customers or that has been specifically developed by ABM for the Customer under separate order or agreement Unless otherwise expressly agreed by ABM in writing (in the Charges Schedule, a schedule hereto or other agreement), ABM retains ownership of all Customized changes and the Customer is granted a non-exclusive, royalty-free, perpetual license to all Customized Product.
- 1.11 **Certified Software.** the software certified and required for use with the ABM Software as listed in the Schedule.
- 1.12. **Designated System** If applicable (as indicated by being listed on the Charges Schedule), that Customer equipment, including hardware, software, systems, databases, connections and other elements, on which the Software is to be installed and by which the Software is to be operated at all times hereunder
- 1.13 **End User.** Any person, organization or entity to which services or features are provided by the Customer through the use of, or in connection with, the Software other than by the transfer thereof.
- 1.14. **Acceptance** Customer's acceptance of the Software after installation has been completed, evidenced by the Customer's signature on the Acceptance Certificate in the form attached as Exhibit C to this Agreement, or by retention and use of the Software or Product Module(s), without objection for the "Acceptance Period" set forth in Section 14.3 of this Agreement.

**2. Duties and Responsibilities**

- 2.1. **Hardware.** Customer is solely responsible for the acquisition, operation and maintenance of all required hardware for use of the Software, including the Designated System
- 2.2 **Software License** Customer shall possess, handle and use the Software or Product Module(s) described in the Charges Schedule, or otherwise covered by this Agreement, solely on the terms and conditions hereof, including the Software License set forth in Section 4 hereof for not less than the Initial Term thereof Expiration or termination of the Maintenance Program shall automatically terminate the Software License Customer shall terminate all use of the Software after termination of the Software License.
- 2.3. **Installation.** ABM shall install the Software on the Designated System and activate those Product Module(s) described in the Charges Schedule covered by this Agreement. If the Software is not subject to a Designated System, Customer may install and use the Software on such number of Customer computers, servers, etc as permitted by such license
- 2.4. **Professional Services.** ABM shall provide those professional services described in the Charges Schedule covered by his Agreement. ABM shall also perform the scope of services set forth in the *abmpegasus™ Confidential Information Management System Casper Police Department* proposal dated April 2015, which is hereby made a part of this Agreement for scope of services purposes only, and attached hereto as Exhibit D (hereinafter, the "RFP Response")

**3. Invoicing and Payment Terms**

- 3.1. **Invoicing Terms.** Unless otherwise detailed within the Charges Schedule, ABM will invoice the Customer for the Software (and the Software shall be deemed licensed by Customer) on the date that it is first loaded onto the Designated System or otherwise delivered to the Customer. If the Charges Schedule includes specific payment terms, such terms shall take precedence over the terms of this Section 3.1.
- 3.2. **Payment Terms and Interest** Unless otherwise specified in the Charges Schedule, all invoices shall be due, net of any discounts, immediately upon receipt by

Customer and after forty five (45) days from the date of the invoice, shall be deemed "late" and begin to accrue interest in accordance with Wyoming Statute § 16-6-602. If the Charges Schedule includes specific payment terms, such terms shall take precedence over the terms of this Section 3.2

3.3. **Method of Payment.** Payment will be made following receipt of an itemized invoice from ABM for services rendered in conformance with the Agreement, and following approval by the Casper City Council. ABM shall submit an invoice for payment specifying that it 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.

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

3.5 **Payment** Payment may be made either by bank wire transfer to ABM's bank in the United States of America or by bank draft made payable to ABM America Inc. to the address set forth in the introductory paragraph hereof. In the case of payment by wire transfer, the wire instructions are as follows:

Bank: WACHOVIA  
 Address: 501 ELDEN STREET  
 HERNDON, VA 20170  
 Transit No : 051400549  
 Account no.: 2000005765678  
 Comments Reference: "Invoice  
 Number"

**4. Software License**

4.1 **Customer Software License.** Subject to the terms and conditions of this Agreement, ABM hereby licenses to the Customer, on a non-exclusive, non-transferable basis during the Software License Term, solely for Customer's own internal business purposes, the Software or Product Module(s) identified in the Charges Schedule attached hereto, or as otherwise agreed or amended from time to time hereunder, and all Documentation related thereto (the "**Software License**" or

"**License**") If any conflict or inconsistency arises or exists between this Agreement and a Charges Schedule, the Charges Schedule shall govern. All rights to the Software and to any and all ABM work product (including custom software development) not granted herein are expressly reserved and retained by ABM

4.2. **Licensed Product Module(s).** The specific Software Product Module(s) licensed to the Customer hereunder shall be limited to those Product Module(s) identified in the Charges Schedule covered by this Agreement. It is expressly understood that Customer must license new or additional Product Module(s) that may be included in the Software or that may be developed and included in future Software Releases before such Product Module(s) are made available to or activated for the Customer, even though such new or additional Product Module(s) may be included in future New Software Releases made available to the Customer under a Support and Maintenance Agreement.

4.3 **Use Restrictions.** Customer shall not (i) transfer, assign, sublicense or transfer the Software, Product Module(s) or Documentation, or its license rights thereto, to any other person, organization or entity, *provided, however, that* Customer may provide access and use of the Software to its End Users consistent with the terms hereof, (ii) use the Software or Product Module(s) on any unauthorized equipment or for any unauthorized purpose; (iii) attempt to create any derivative version thereof; or (iv) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.

4.4. **Installation Restrictions.** If Customer has multiple, validly licensed copies of the Software, it may reproduce, install and use one (1) copy of such Software on each of its Designated Systems (or other computers if applicable) running validly licensed copies of the Software, subject to the terms and conditions hereof. For each validly licensed copy of the Software, Customer may reproduce additional copies of the Software solely for archival purposes or reinstallation of the Software on the same Designated System or computer as the Software was previously lawfully installed.

4.5. **No Trademark Licenses** This Agreement is not intended to and shall not be deemed to grant any right or license to any ABM trademarks, service marks or trade names. ABM shall at all times remain the exclusive owner of all such marks and names and any and all rights and benefits created by Customer's use thereof

4.6 **Compliance with Laws.** Customer shall comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end user and destination restrictions issued by U.S. and other governments.

4.7 **Compliance with License.** Customer hereby grants ABM the right to periodically audit and review Customer's use of the Software, via remote connection or on-site inspection, to ensure compliance with the terms of the Software License and this Agreement. Customer shall at all times cooperate in good faith with such reviews and shall promptly remedy any acts of non-compliance with such License and/or Agreement as a material term hereof

**5. Warranties, Disclaimers and Exclusions**

5.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5 AND 6 OF THIS AGREEMENT, THE SOFTWARE AND ALL ABM SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT AND SYSTEM INTEGRATION ALL ABM WARRANTIES ARE SOLELY TO AND FOR THE BENEFIT OF CUSTOMER AND FOR NO OTHER ENTITY, END USER OR THIRD PARTY

5.2 **Software Warranties.** Except as set forth in Sections 5.4 and 5.6, ABM warrants and represents that

5.2.1. for a period of one year (1) year from the date of Customer Acceptance, the Software licensed to Customer under this Agreement shall substantially conform to the functional description in the Documentation for such Software under normal use and service in accordance with the applicable Documentation (the "Software Warranty" and the "Warranty

Period"). In the event of a non-conformance of the Software, occurring and reported to ABM's Helpdesk ("Helpdesk") within the Warranty Period, ABM shall provide replacements, bug fixes, patches or work-arounds by electronic download or such other expeditious method as determined by ABM. ABM DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; and

5.2.2 the statements and representations made by it in the RFP concerning the functionality of the Software licensed to Customer under this Agreement are true and accurate in all material respects

5.3. **No Hardware Warranty.** Customer is solely responsible for the selection, acquisition and operation of the Designated System and any and all other Customer hardware used in connection with the Software. ABM DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AND ANY AND ALL OTHER OBLIGATIONS REGARDING SUCH HARDWARE

5.4 **Software Remedy and Exclusion** ABM SHALL REPLACE OR REPAIR, AT ABM'S OPTION, DEFECTIVE SOFTWARE NOTWITHSTANDING THE PROVISIONS OF SECTION 5.2 ABOVE, THE SOFTWARE WARRANTY EXCLUDES, AND ABM SHALL HAVE NO OBLIGATION TO REMEDY, ANY SOFTWARE DEFECTS CAUSED OR MATERIALLY CONTRIBUTED TO BY (i) ALTERATION, REPAIR OR MODIFICATION OF THE SOFTWARE BY ANY PERSON OR ENTITY OTHER THAN ABM WITHOUT ABM'S WRITTEN CONSENT; (ii) CUSTOMER'S IMPROPER STORAGE, MISHANDLING, ABUSE OR MISUSE OF THE SOFTWARE, (iii) CUSTOMER'S USE OF THE SOFTWARE IN CONJUNCTION WITH EQUIPMENT OTHER THAN THE DESIGNATED SYSTEM, USE BY CUSTOMER OF THE ABM SOFTWARE OTHERWISE THAN WITH CERTIFIED SOFTWARE, AND/OR (v) DAMAGE BY FIRE, EXPLOSION, POWER FAILURE, OR ANY ACT OF FORCE MAJEURE

5.5 **On-site Maintenance.** Unless otherwise specified in the Software Support and Maintenance Agreement attached as

- Exhibit A to this Agreement, ABM shall in no event be obligated to provide on-site maintenance
- 5.6. **Voiding of Warranty.** THE SOFTWARE WARRANTY SHALL BE VOID AND OF NO EFFECT AS OF THE EFFECTIVE DATE HEREOF IF CUSTOMER USES THE ABM SOFTWARE WITH SOFTWARE OTHER THAN THE CERTIFIED SOFTWARE ON THE SAME DESIGNATED SYSTEM ON WHICH THE SOFTWARE IS INSTALLED, EXCEPT UPON THE WRITTEN CONSENT OF ABM PRIOR TO INSTALLATION OF SUCH SOFTWARE AND THEN ONLY IF INSTALLED IN ACCORDANCE WITH ANY CONDITIONS IMPOSED THERETO BY ABM, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD. TROUBLESHOOTING AND/OR REPAIRS TO THE SOFTWARE THAT BECOME NECESSARY DUE TO USE OF THE ABM SOFTWARE WITH SUCH SOFTWARE SHALL BE SUBJECT TO ABM PROFESSIONAL SERVICES FEES
6. **Warranty on Repaired Software.** ABM warrants that any Software repaired or replaced by ABM shall substantially conform to the functional description in the Documentation for such Software under normal use and service in accordance with the applicable Documentation for thirty (30) days from date of such repair or replacement by ABM or until the end of the original Warranty Period for the repaired or replaced Software, whichever period is longer. Sections 5.3 and 5.4 are hereby incorporated into this Section 6 by reference
7. **Documentation**
- 7.1 **License and Delivery** The Software License shall include, and ABM shall furnish to Customer, the Documentation associated with the Software or Product Module(s) identified within the Charges Schedule hereunder
- 7.2. **Copyright.** Original ABM Documentation are works under the following copyright notice Any copies or versions of Documentation made or created by Customer shall include all copyright and proprietary rights notices thereon.
- Copyright © 2011 ABM America Inc All rights reserved. ABM and the ABM logo are trademarks of ABM America Inc Any other trademarks and logos displayed in any Documentation, if any, are the property of their respective holders

- 7.3 **Amendments to Documentation.** ANY AND ALL AMENDMENTS, DELETIONS, EDITS AND/OR OTHER CHANGES TO THE DOCUMENTATION ARE MADE AT CUSTOMER'S RISK. IN NO EVENT SHALL ABM BE LIABLE FOR ANY CLAIM OR DAMAGES, TO CUSTOMER OR TO ANY THIRD PARTY, FOR THE ACCURACY OR COMPLETENESS OF ANY AMENDMENTS, DELETIONS, EDITS, SUPPLEMENTAL LANGUAGE OR OTHER CHANGES THE CUSTOMER OR ANY OTHER PARTY MAY MAKE TO THE DOCUMENTATION

**8. Delivery and Dates**

- 8.1. **Delivery.** All Software will be delivered by ABM to the Customer's address. ABM will select the mode and method of delivery which is appropriate to the Customer.
- 8.2. **Delivery Dates.** ABM will use reasonable efforts to meet Customer's requested delivery schedules, but reserves the right to refuse, cancel or delay shipment when Customer's credit is impaired, when Customer is delinquent in payments or fails to meet other credit or financial requirements established by ABM, or when Customer has otherwise failed to perform any material obligation of this Agreement
9. **Subcontracting** ABM reserves the right to subcontract part or all of (i) any hardware or Software manufacture or repair, (ii) other Professional Services, and/or (iii) warranty and maintenance services.

**10. Confidential Information**

- 10.1. **Proprietary Information.** Subject to the Wyoming Public Records Act, Wyoming Statutes § 16-4-201 *et seq*, all non-public technical information, programming, code, trade secrets, Documentation, Software and other proprietary information ("*Confidential Information*") supplied by ABM or access to which is permitted to Customer under this Agreement shall constitute the Confidential Information of ABM Customer, except as specifically authorized in writing by ABM, shall (i) not disclose any such Confidential Information to any person or entity, except to its employees on a "need-to-know" basis, (ii) not reproduce any such Confidential Information, in whole or in part; and (iii) not use any such Confidential Information for any other purpose than operation, service and maintenance of the Software and

- Designated System in accordance with the terms of this Agreement
- 10.2 **Return of Confidential Information.** Upon termination of this Agreement, regardless of cause, Customer shall immediately return to ABM all Confidential Information, Documentation and Software, including all copies thereof in any and all media, and shall delete any and all electronic versions thereof from all computers and servers
- 10.3. **Customer Data.** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared or input by the Customer into the Software (hereinafter, the "input data") is the property of the Customer. Upon termination of this Agreement, ABM shall immediately return all input data to the City in a usable, electronic format that the Customer can use to produce documents for public records requests, discovery requests, or for its own use.
- 11 **Excusable Delay for Force Majeure** Neither ABM nor Customer shall suffer any liability for non-performance, defective performance or late performance to the extent such failure is due to causes beyond its control and without its fault or negligence, including but not limited to, acts of God, war, civil unrest, terrorism, fire, floods, explosions, the elements, epidemics, quarantine, fiber cuts, telecommunications failures or delays in transportation or delays of its suppliers or subcontractors for like cause.
- 12. Indemnity and Insurance**
- 12.1. **ABM Indemnification.** Except as provided in Section 12.2, ABM agrees to indemnify and hold Customer harmless with respect to any suit, claim, or proceeding brought against Customer by a third party alleging that Customer's license or use of the Software constitutes an infringement of any patent, copyright, or a misuse of proprietary or trade secret information
- 12.2. **Conditions** The indemnity set forth in Section 12.1 shall not apply to claims arising with respect to the use of the hardware, Designated System or the Software by Customer in material breach of this Agreement.
- 12.3. **Entire Obligation.** The provisions of Sections 12.1 through 12.3 set forth the entire obligation of ABM with respect to any claim of patent infringement, copyright infringement, or misuse of proprietary or trade secret information
- 12.4 **ABM General Indemnification and Insurance.**
- 12.4.1. Prior to commencement of work, ABM shall procure and at all times maintain with insurer acceptable to the Customer the following minimum insurance protecting ABM and the Customer against liability from damages because of injuries, including death, suffered by persons, including employees of the Customer, and liability from damages to property arising from and growing out of the ABM's negligent operations in connection with the performance of this Agreement: (A) Workers' Compensation coverage in the statutorily required amount; (B) Comprehensive General Liability insurance in the amount of \$500,000, and (C) Professional Liability / Errors & Omissions coverage in the amount of \$500,000.
- 12.4.2. ABM shall provide Customer with certificates evidencing such insurance as outlined above prior to beginning any work under this Agreement. Such certificates shall provide thirty (30) days advance written notice to Customer of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the Customer as an additional insured
- 12.4.3. In addition, upon request by the Customer, ABM shall provide Customer with copies of insurance policies and/or policy endorsements listing the Customer as an additional insured. Customer's failure to request or review such insurance certificates or policies shall not affect Customer's rights or ABM's obligations hereunder
- 12.4.4. ABM agrees to indemnify the Customer, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to tangible property, or injury to or death to persons, including all costs, expenses, and attorney's fees

incurred related thereto, arising from the negligence of the Agreement

12.4.5. It is recognized by and between the parties to this Agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from ABM shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law whereupon ABM shall be entitled to recover from the Customer its documented expenditure incurred as a result of its complying with this section 12.4.5. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Customer having the option to immediately terminate this Contract

12.4.6. ABM shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

### 13. Limitations of Liability and Damages

13.1. **Limitation of Liability.** IN NO EVENT SHALL ABM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING END USERS) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE OF THE SOFTWARE, LOSS OF PRIVACY, DOWNTIME OR COSTS OF SUBSTITUTE SOFTWARE) ARISING FROM CUSTOMER'S OR END USERS USE OF THE SOFTWARE OR ANY ABM SUPPORT SERVICES

13.2. **Limitation of Damages.** EXCEPT AS PROVIDED IN SECTION 12, IN NO EVENT SHALL ABM'S LIABILITY UNDER THIS AGREEMENT ARISING OUT OF

THE SALE OR USE OF THE SOFTWARE OR PRODUCT MODULE(S), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

### 14. Acceptance

14.1. **Testing** ABM shall, upon completion of any installation, test the Software in accordance with ABM's standard testing procedures.

14.2. **Acceptance Certificate.** When the Software has satisfactorily passed the testing as described in Section 14.1, and the system is functioning as described in the RFP Response, ABM shall provide the Customer with an Acceptance Certificate in the form included herein as Exhibit C.

14.3. **Acceptance by Customer** Customer shall have sixty (60) business days after delivery of the Acceptance Certificate (the "Acceptance Period") to verify the successful installation and functioning of the Software by signing and dating the Acceptance Certificate and returning an original thereof to ABM. Customer's execution of the Acceptance Certificate shall conclusively indicate and document that Customer has accepted the Software on the date indicated. Should Customer desire to indicate that the Software is not accepted, or that the Software is not functioning as described in the RFP Response, Customer must give written notice of the specific failure(s) to ABM within the Acceptance Period. ABM and Customer shall then work diligently to cure any failures until the Software is accepted. Customer's failure to execute the Acceptance Certificate within the Acceptance Period, or retention and use of the Software following such Acceptance Period, shall be presumptive evidence of Acceptance by the Customer.

### 15. Term and Termination

15.1. **Term** Subject to the terms hereof, this Agreement shall commence on the Effective Date and continue thereafter for an indefinite period, until expiration or termination of the Software License or unless and until otherwise terminated in accordance herewith (the "Term").

15.2. **Termination without Cause** This Agreement may be terminated by Customer or ABM upon sixty (60) days

written notice of non-renewal immediately prior to the expiration of the Initial License Term or any Maintenance Term, in which event this Agreement shall expire at the end of such period.

15.3 **Termination by Breach** ABM may, by written notice to Customer, terminate this Agreement, the Software License, the Maintenance Agreement and any other ABM obligations hereunder upon any of the following events

15.3.1. Customer fails to pay any amount due to ABM within thirty (30) days after ABM gives Customer written notice of such non-payment, or

15.3.2. Customer is in material breach of any non-monetary term, condition, or provision of this Agreement, the Software License or the Maintenance Agreement, which breach is capable of being cured and is not cured within thirty (30) days after ABM gives Customer written notice of such breach; or

15.3.3 Customer (i) terminates or suspends its business activities, (ii) becomes insolvent, undertakes liquidation, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes

15.4. Customer may, by written notice to ABM, terminate this Agreement, the Software License, the Maintenance Agreement and any other Customer obligations hereunder upon any of the following events. (a) ABM is in material breach of any term, condition, or provision of this Agreement, the Software License or the Maintenance Agreement, which breach is capable of being cured and is not cured within thirty (30) days after Customer gives ABM written notice of such breach; (2) ABM (i) terminates or suspends its business activities, (ii) becomes insolvent, undertakes liquidation, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any

bankruptcy or insolvency proceeding under federal or state statutes

If any of the above events occur, termination will become effective on the date set forth in the written notice of termination. Termination of this Agreement shall not affect Sections 2, 1, 3, 4, 5, 6, 7, 10, 12, 13, 14 and 17, which provisions shall survive termination of this Agreement.

16. **Notices** All notices hereunder must be in writing and delivered via facsimile or by registered mail or courier delivery to the addresses or facsimiles below or to such alternate address or facsimiles as may be provided by one party to the other in writing at least 5 days prior to such notice:

To: ABM America Inc  
13800 Coppermine Road  
Herndon, Virginia 20171

Attention: Managing Director

Facsimile: +1-703-326-0473

To: Casper Police Department  
201 North David Street, #1  
Casper, WY 82601

Attention: Chief of Police

Facsimile +1-307-235-7536

**17. General**

17.1 **Right to Contract.** The parties represent and warrant that they have the right and authority to enter into this Agreement as follows

17.1.1 The parties have the right and have obtained all necessary corporate and any governmental approvals required to enter into and perform this Agreement, and

17.1.2. The parties will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is subject that relate to this Agreement.

17.2 **Binding Agreement.** This Agreement shall be binding upon and inure to the

- benefit of the Parties and their respective successors and assigns, but neither Party shall have the right to assign or otherwise transfer its rights under this Agreement without the prior written consent of the other Party, *provided, however, that* ABM may assign this Agreement without Customer's consent to an affiliate or to any buyer of all or substantially all of the assets or majority voting control of ABM
- 17.3 **Governing Law and Jurisdiction.** This Agreement shall be deemed executed by Customer in the State of Wyoming (U.S.A.) and shall be governed by and construed in accordance with the laws of the State of Wyoming. Exclusive jurisdiction and venue for any and all disputes hereunder shall lie solely in state or federal courts located in the State of Wyoming, County of Natrona.
- 17.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose.
- 17.5 **Wyoming Governmental Claims Act** The Customer 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 Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- 17.6. **Third Party Beneficiary Rights** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 17.7. **Extent of Contract.** This Agreement represents the entire and integrated Agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the parties' authorized representatives.
- 17.8. **Changes.** The Customer may, from time to time, request changes in the scope of the services of the Agreement. Such changes, including any increase or decrease in the amount of the ABM's compensation, which are mutually agreed upon between the Customer and ABM, shall be incorporated in written amendments to this Agreement. There shall be no increase in the amount of ABM's compensation unless approved by Resolution adopted by Customer.
- 17.9. **Audit.** The Customer or any of its duly authorized representatives shall have access to any books, documents, papers, and records of ABM which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transactions. If more than one audit is undertaken, or more than one request for provision of access under this section 17.9 is made, in any twelve month period, ABM shall be entitled to charge at its prevailing rates for the time of its representatives expended in dealing with the audit or request.
- 17.10. **Personnel.** ABM 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 Customer. All of the services required shall be performed by ABM, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by ABM shall be employed in conformity with applicable local, state or federal laws

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date written above

SCHEDULE

Certified Software

Windows Server operating system

SQL Server database

JBoss application server

Adobe reader

Microsoft Office

ABM AMERICA, INC.

By:



Name

J. R. MILLS

Title:

CHAIRMAN

Date:

7 July 2015

CITY OF CASPER, WYOMING

By:

Name

Title:

Date:

Exhibits:

Exhibit A: Software Support and Maintenance Agreement

Exhibit B: ABM Charges Schedule

Exhibit C: Acceptance Certificate

Exhibit D: abmpegasus™ Confidential Information Management System Casper Police Department

Exhibit A to the

ABM License Agreement No:    ABM/CASP/070715/1   

**SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (the "**Maintenance Agreement**") is entered into by and between ABM AMERICA INC., a Delaware corporation, and the **City of Casper, Wyoming** pursuant to and in accordance with the ABM License Agreement referenced by number above. The terms and conditions of this Maintenance Agreement are in addition to the terms contained in the ABM License Agreement and, in the event of any conflict or inconsistency between the agreements, the terms of the ABM License Agreement shall govern

During the Term of this Maintenance Agreement, ABM shall provide maintenance and support services (the "**Maintenance Program**") to Customer as follows:

1. **Scope of Services.** ABM shall provide Customer with Helpdesk services as follows
  - 1.1 **Technical Support.** Provide unlimited twenty-four (24) hours per day, seven (7) days per week product support provided by ABM Helpdesk, as defined in the Customer Support Procedure attached as Attachment 1 hereto and incorporated herein by reference (the "**Customer Support Procedure**").
  - 1.2 **Problem Resolution.** Address, through the Helpdesk, any service-affecting problems in the Software according to the Customer Support Procedure
  - 1.3 **Prioritization** Prioritize and address non-service-affecting problems as soon as commercially practicable in accordance with the relative priority of the problem.
  - 1.4. **Telephone Assistance** Provide telephone assistance and guidance to support the installation and operation of the Software by Customer personnel
  - 1.5 **Out-of-Scope Services.** Any support services required by Customer that are the result of customer running the ABM Software with software other than the Certified Software or changes to the operating environment on the Designated System used to host the ABM Software that have not been approved by ABM are outside the scope of this Maintenance Agreement and will be billed Customer in addition to the maintenance charges provided herein.
2. **Software Maintenance Program**
  - 2.1. **Initial Maintenance Term** The initial term of services for this Maintenance Program shall commence on the first day after the expiration of Customer's initial Warranty Period as defined in the ABM License Agreement and shall extend for forty eight (48) months thereafter (the "**Initial Maintenance Term**")
  - 2.2. **Continuing Maintenance Services.** Upon completion of the Initial Maintenance Term, Customer may purchase continued Software maintenance for an additional period of twelve (12) months and for subsequent periods for so long a period as the Software is in use by, and maintenance fees are paid by, Customer or until the ABM License Agreement is terminated, whichever first occurs (the "**Renewal Maintenance Term**" and together with the Initial Maintenance Term, the "**Maintenance Term**").
  - 2.3. **Release of Software.** During the Term of this Maintenance Program, all New Software Releases and related Software Patches made generally available by ABM shall be made available to Customer at no additional charge, except that such releases and patches may be withheld if Customer is in default of any obligation or is late on any amounts due to ABM under this Maintenance Program or the ABM License Agreement.
  - 2.4 **Product Module(s).** Only those Product Module(s) identified in the Charges Schedule under the ABM License Agreement, shall be made available to the Customer when New Software Releases or Software Patches are delivered to Customer under this Maintenance Program, although additional Product Module(s) may be included in a particular release or patch but not activated. It is understood that the Customer must license new or additional Product Module(s) in order to obtain new functionality.
  - 2.5. **Testing.** All Software provided under this Maintenance Program shall be tested by ABM according to ABM guidelines ABM shall determine the priority of any Software Patches to be delivered hereunder and

shall make reasonable commercial efforts to deliver any Software Patches required in a timely manner

2.6 **Designated System Modifications** Designated System modifications to accommodate New Software Releases and associated installation and optimization services may be required from time to time at a reasonable additional charge. ABM shall specify any such hardware requirements at the time such New Software Release is made available

2.7. **On-Site Visits** Costs related to travel; labor and associated expenses for on-site visits by ABM personnel are not included under this Maintenance Program and are charged as an additional cost. The cost for on-site visits requested by Customer shall be quoted in writing in advance and will be invoiced at ABM's rates and terms then in effect. This section does not apply to costs for installation of the Software licensed to Customer, "train-the-trainer" training or account review meetings all of which are included in the Initial Charge and/or Annual Support Charge

2.8. **Unauthorized Modifications.** This Maintenance Program applies only to the Software as supplied by ABM or modified by ABM. Modifications, attempted modifications or additions to the Software by Customer or by any party other than ABM shall be subject to the Section 6 Exclusions below. Customer acknowledges that if ABM provides a New Software Release or Software Patch any unauthorized modifications may be deleted by such and ABM has no liability for such deletion.

3 **Customer Responsibilities** The Customer shall provide the following as a condition precedent to the performance by ABM of its obligations hereunder

3.1 **Delivery.** Customer shall request any necessary re-delivery of the licensed Software in writing to the Helpdesk.

3.2 **Installation.** Customer shall not install Software unless instructed by ABM

3.3. **Remote Access Facility** At no cost, Customer shall provide prompt and adequate access to the Software via public or private internet access.

3.4. **First Echelon Diagnosis** Customer shall be responsible for first echelon diagnosis and isolation of reproducible Software

problems, shall notify ABM of any such problems through the Helpdesk, and will then complete and follow the processes laid down in ABM's fault logging form. ABM shall then provide all commercially reasonable necessary services to correct reported problems

3.5 **Facilities for On-Site Support** Should Customer purchase on-site services, Customer shall provide reasonable facilities including, but not limited to, secure storage space, a designated work space with adequate temperature control and light, and use of all equipment and communications facilities, including access to a telephone line, all at no charge to ABM.

**4. Price for Maintenance Program**

4.1. **Prices** The price for the Initial Maintenance Term of maintenance services shall be the price set forth in the Charges Schedule under the ABM License Agreement

4.2. The annual Maintenance Charge may be increased annually by no more than 5% of the previously applicable annual Maintenance Charge

4.3 **Renewal Term Pricing.** The price to be paid for maintenance services performed during each Renewal Maintenance Term shall be based on the scope of the deployment of the Software and will be updated on an annual basis as stipulated in Section 5.2 below.

**5. Renewal Term**

5.1. **Quotation.** ABM shall provide Customer with a quotation sixty (60) days prior to the expiration date of the then current Maintenance Program in effect. The annual Maintenance Charge may be increased annually by no more than 5% of the previously applicable annual Maintenance Charge.

5.2 **Acceptance** If within sixty (60) days of receipt of a renewal quotation Customer neither accepts nor rejects the quotation, the quotation shall be deemed accepted and the Maintenance Program automatically renewed on the terms and conditions of such quote.

**6. Exclusions from Maintenance Program**

6.1 **Miscellaneous** ABM shall have no obligation to correct, repair or replace the Software when such correction, repair or

replacement is caused or materially contributed to by any of the following:

- 6.1.1. **Unauthorized Software Modification or Repair** Attempts by any party other than authorized ABM personnel, or its subcontractors, to modify or repair the Software
- 6.1.2. **Vandalism or Modification:** Acts of vandalism or any act or attempted act to modify, remove, or obliterate a bar-coded serial number or other identifying mark on the Software.
- 6.1.3. **Environmental Conditions:** Failure to maintain prescribed environmental conditions or external electrical parameters.
- 6.1.4. **Transit Damage** Damage which occurs during shipment from Customer to ABM.
- 6.1.5. **Interconnection Facilities** Failure or interruption of any part of the PSTN and/or IP network facilities.
- 6.1.6. **Installation:** Movement, installation and/or reinstallation by anyone not authorized to do so by ABM.
- 6.1.7. **Misuse:** Damage to the Software caused by misuse, unauthorized use or abuse
- 6.1.8. **Unforeseen Events** Damage to the Software caused by Force Majeure (as defined in License Agreement) or other acts of God such as fire, flooding, lightning, etc
- 6.1.9. **Third Party Products.** Use or attempted use of ABM Software on equipment with software in

conjunction with software other than the Certified Software See related comments in Section 19.9 above

- 7. **Warranty for Maintenance Services after Warranty Period.** ABM warrants that the maintenance services provided by ABM, or its authorized subcontractors, in connection with the Software will be performed with reasonable skill and care (the "**Maintenance Services Warranty**") For any breach of this Maintenance Services Warranty, reported to ABM in writing within ninety (90) days after completion of the services or the failure of ABM to perform the services, such services shall be corrected or re-performed.
- 8. **Warranty Disclaimers** THE TERMS OF SECTION 7 ABOVE REPRESENT ABM'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR NON-CONFORMANCE OF THE MAINTENANCE SERVICES OR BREACH OF THE MAINTENANCE SERVICES WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7 ABOVE, ALL ABM MAINTENANCE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT AND SYSTEM INTEGRATION, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE MAINTENANCE SERVICE WARRANTY EXTEND SOLELY TO CUSTOMER AND NOTHING HEREIN SHALL EXTEND OR AFFECT THE TERMS OF THE SOFTWARE WARRANTY SET FORTH IN THE ABM AMERICA INC. LICENSE AGREEMENT

**ATTACHMENT 1 to the Maintenance and Support Agreement**

**1. Customer Support Procedure**

**1.1. Issue Severity and Resolution Targets**

ABM is dedicated to fast and thorough customer service. In order to expedite service, please contact ABM by email or by phone to report issues related to the Software. Following are ABM's definitions and goals for issue resolution.

**1.1.1. Category A Malfunction.** Problems rendering the Software inoperable or severely affecting any critical business or operational functions or capabilities and requiring immediate corrective action. Issue resolution is targeted for less than 8 hours.

**1.1.2. Category B Malfunction.** Problems rendering a non-material function of the Software inoperable or seriously affecting Software operation or performance and requiring immediate attention. Issue resolution is targeted for less than 42 ½ hours.

**1.1.3. Category C Malfunction.** Problems involving functions that operate other than in accordance with the Documentation but that do not significantly impair the functioning of the Software or that do not significantly affect service to customers. Issue resolution plan is targeted for less than 120 days or at ABM's discretion in a future New Software Release.

**1.1.4. Category D Malfunction.** Any other Software fault or defect of a minor or cosmetic nature. Issue resolution is targeted for a future New Software Release.

ABM's goal is to provide a solution within the above target timeframes. For Categories A, B and C, ABM will attempt to provide a temporary solution to minimize service or system impacts, while a permanent solution is developed.

Consequently, Severity 1 issues may be downgraded to Severity 2 or 3, and Severity 2 issues may be downgraded to Severity 3, following application of a temporary solution.

When a Software release becomes generally available (GA), the ABM Helpdesk will address only critical issues in the previous two releases of the Software.

NO ISSUE, REGARDLESS OF SEVERITY, WILL BE FIXED IN RELEASES OLDER THAN THE PREVIOUS TWO.

Automatic appropriate escalation procedures through the "ABM Managing Director" are also in place.

To meet these goals, ABM requires that Customer personnel be onsite and that all available remote access to the Software or Designated System be active to allow remote diagnostics and maintenance.

**1.2.** When an issue is reported, ABM will

**1.2.1** Make every reasonable effort to immediately resolve the issue.

**1.2.2** If an issue cannot be resolved immediately, inform the Customer of a call-back time with an issue update.

**1.2.3** Log all issues in ABM's trouble reporting system for tracking and analysis of possible trends.

**1.2.4** Note that issue response and resolution targets pertain to Software issues only. Hardware issue response and resolution times vary by vendor and cannot be assured or estimated in advance.

**2. Escalation Policy**

**2.1.** ABM Tier 1 support is reachable via cell phone or pager. This is the first line of contact within the ABM Helpdesk to report issues. The ABM Helpdesk maintains an up-to-date list of contacts and phone numbers for escalation purposes. ABM will communicate this list to Customers when updates are made.

**2.2.** Tier 1 Helpdesk Support is responsible for informing and involving the appropriate ABM Engineering personnel to ensure proper resolution based on severity.

**2.3** ABM has three escalation levels, as follows:

**2.3.1** Tier 1, On Duty Technician

**2.3.2** Tier 2, Deployment Manager

**2.3.3.** Tier 3, Operations (Systems Solutions) Vice President

The following table shows escalation times by issue severity:

Issue Severity Level	Hours until escalated to this tier	
	Tier 2	Tier 3
Category A	2 hours	4 hours
Category B	8 hours	24 hours
Category C	As needed	As needed
Category D	As needed	As needed

**3. Reporting an Issue**

- 3.1. **Procedure.** All ABM Software issues to be reported to ABM must be routed via the Helpdesk either by phone or by email, based on problem severity. When reporting an issue, the Customer should supply the following information to assist ABM in producing a timely response
- 3.1.1. The Software Release number
  - 3.1.2 The Customer's and organization name
  - 3.1.3. The date and time at which the problem occurred
  - 3.1.4. Impact of problem on live operations based on severity definitions provided above

- 3.1.5. A detailed description of the issue, including:
  - 3.1.5.1 The components involved (Designate system, enterprise hardware, etc.)
  - 3.1.5.2. Type of actions, functions or Customer services impacted
  - 3.1.5.3. Frequency of the issue
  - 3.1.5.4. Any available logs and reports

- 4. **Support by Phone.** To report a Severity 1, 2 or 3 issue, the Customer should call the ABM Helpdesk at +1 703-376-8661. The call centre is staffed 9:00 AM to 5:00 PM EST, Monday through Friday (excluding major holidays) When reporting an issue, please include the information requested in "Reporting an Issue."
- 5. **Support by E-mail.** To report a Severity 3 issue to the ABM Helpdesk by email, the Customer should send a message to support@abmsoftware.com, along with the information requested in "Reporting an Issue."
- 6. **Partner Customer Support.** When issues reported to the ABM Helpdesk are determined to be due to partner hardware or software that is not part of the ABM Software, Helpdesk personnel will report its findings by phone and/or email to the partner or reseller contact.

**Exhibit B to the**  
**ABM License Agreement Number \_\_ ABM/CASP/070715/1\_\_**  
**SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

**CHARGES SCHEDULE**

Product Module or Interface

Description	Initial Charge (\$)	Annual Support Charge (\$)
abmpegasus Source Management Module (20 named users) and Information in Confidence Module (agency wide use) incorporating all Services and Service charges for the contracted period	\$37,700 00 USD	\$29,400 USD
abmpegasus Source Management Module additional bundle of 10 named users (price lock for term of contract if additional users requested)	(\$10,530.00 USD)	(\$10,530 00 USD)
<b>TOTAL</b>		\$155,300.00 USD

**License Term**

<b>Initial License Term</b>	<b>5 YEARS</b>
<b>Territory of Use</b>	<b>Casper Police Department</b>
<b>Designated System</b>	

**Services & Service Charges**

Implementation Service	Number of Days	Day Rate (\$)	Total Charge (\$)
<b>Project Management</b>	<b>2</b>		n/a
<b>Installation Services</b>	<b>3</b>		n/a
<b>Consultancy Services &amp; Training</b>	<b>10</b>		n/a
<b>Interfaces</b>			
<b>TOTAL</b>			

**Payment Profile**

Stage/Description	Percentage	Value (\$)
Upon agreement signature – initial charge		\$37,700 00 USD
Annually on agreement date – annual charge		\$29,400 USD

**Exhibit C to the  
 ABM License Agreement Number \_\_ ABM/CASP/070715/1 \_\_  
 SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

**INSTALLATION ACCEPTANCE CERTIFICATE**

This Installation Acceptance Certificate is used for documenting product delivery, installation acknowledgement, demonstration, and acceptance of ABM Software by Customer. The Customer's authorized representative should sign when he/she is satisfied that all tests have been completed successfully. The ABM Deployment Engineer is to assure that all Customer concerns are noted before executing for ABM, Inc. and delivering this Certificate to Customer for final signature. Once signed by Customer this original document shall be returned to ABM.

Software Acceptance Test Plan performed and completed by:		
Participating Customer Representative Signature	ABM Representative Signature	Date Acceptance Testing Completed:
The person signing below certifies that the Software is accepted by Customer on the date signed.		
Signature	Title	Date
Printed Name		

APPROVAL AS TO FORM

I have reviewed the attached *Agreement with ABM Software for the License of Information Management and Risk Mitigation Software*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 21, 2015



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Wallace Trembath III  
Assistant City Attorney



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**abmpegasus™ Confidential Information  
Management System Casper Police Department**

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Classification: Commercial in Confidence | Date: April 2015 | Version 1.0

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## Revision Control

Version	Date	Author	Comments
1.0	April 2015	Mike Cundiff	

### Circulation List

Captain Steve Freel	Detective Jeremy Tiller
Chief Jim Wetzel	

### Contact Details

Name	<b>Mike Cundiff</b>
Address	ABM America 13800 Coppermine Road Herndon VA 20171
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# 1 Executive Summary

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## 1.1 Introduction

This proposal has been written after a number of discussions, software demonstrations and meetings between Casper Police Department and ABM during the past couple of months.

These discussions highlighted the requirement for an information/intelligence-led policing solution for Casper Police Department. This document highlights ABM's solution to meet these requirements and provides a guideline to the investment needed to implement it.

ABM would like to thank CPD for their time in describing their plans for the future and in allowing ABM to submit this proposal describing how we can help CPD achieve these goals.

## 1.2 Statement of Capability

abmpegasus™ is the world's most advanced software for managing the highly sensitive areas of undercover law enforcement and intelligence

ABM has been working for over 15 years as a trusted supplier to over 60 law enforcement agencies in the United States, United Kingdom and Australia deploying secure, tried and tested mission-critical IT solutions.

We possess a wide range of skills and expertise focused on helping our customers to achieve more without compromising security or law enforcement integrity.

We provide an entire suite of professional services to ensure that your requirements are captured, developed, tested and effectively implemented and delivered to the business

Our Business Relationship Managers (BRMs) will work with you and your organisation to continually check that we provide relevant, year-on-year value and, most importantly, they are there to resolve issues efficiently and effectively should they occur.

We believe that our unique combination of software manufacture, implementation services and relationship management will provide CPD with the required functionality at the lowest risk in the most cost effective way.

abmpegasus™ has no other working relationships with Casper Police Department that would be construed as a conflict of interest, and the full scope of the relationship with Casper Police Department has been in response to this RFP

## 1.3 Overview of ABM's proposed solution

ABM proposes to provide an IT management platform to improve the way in which Casper Police Department gather, manage and have oversight of their information/intelligence from their confidential sources. This IT management platform will aid the enforcement of the federal laws, utilize established best practice, provide the necessary framework for the management of all confidential information sources and their intelligence whilst maximizing accountability and enhancing the productivity of their officers.

This IT management platform is the abmpegasus™. The modular construction of abmpegasus™ ensures our solution meets immediate demands while providing the flexibility to add future functionality to meet needs in other key business areas yet to be identified.

The functionality of the abmpegasus™ information management suite promotes;

- Intelligence-led policing
- Enhanced Profiling of targets and gangs
- Security and Risk Management
- Evidential integrity
- Effective resourcing
- Information sharing

abmpegasus™ will help CPD tackle organized crime as well as some of the known problem areas, including illicit Narcotics, maintaining homeland security, gang crime and community policing

## 1.4 Financials

ABM has provided their commercial offering for their abmpegasus™ solution in Section 3 of this proposal.

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## 2 The Solution

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### 2.1 Introduction

ABM has been providing solutions to law enforcement organizations and agencies worldwide for over 15 years. Working in partnership, ABM seeks to provide leading edge software solutions to best match customer's business processes.

### 2.2 Understanding of Requirements

**As criminals become increasingly mobile and technologically advanced, covert techniques and the effective use of intelligence have become essential components of criminal investigation. From enhancing community safety to fighting serious organized crime and terrorism, abmpegasus is an invaluable resource for any agency.**

ABM understands Casper Police Department is seeking a single secure confidential information management system to minimize potential risks for the Police Department.

CPD have identified and highlighted internally some of the issues that directly impact on how law enforcement agencies acquire and manage information gathered from all confidential sources. To meet these issues the system needs to;

- Manage information from all confidential sources including Citizens and Confidential Informants.
- Protect the identity of sources and manage the information in confidence.
- Protect officers and the Agency from civil litigation/criminal prosecution.
- Manage the intelligence/information effectively to lead to successful prosecutions
- Act on graded intelligence to assist with investigations.
- Provide common policy across the Agency.
- Provide strong management control and increasing supervision capability.
- Meet or exceed adequacy standards.
- Show responsible action on the part of the CPD.

### 2.3 How we will meet the Requirements

***"Making the most of information sources and sharing evaluated information is crucial to tackling the difficult challenges faced by today's law enforcement officers."***

abmpegasus™ offers a new way of maximizing the value of information, improving accountability, reducing the risk of compromised operations, eliminating inefficiencies and empowering law enforcement officers with the information they need to target serious and organized crime.

abmpegasus™ is a world-leading, comprehensive, modular system for managing confidential information. These are just some of the things that abmpegasus™ can do to assist in the CPD information-led policing strategy for the future:

- **Build corporate knowledge**  
Ensure that relevant intelligence gained from confidential sources is assessed and

reviewed prior to sharing with relevant individuals within the organization. A confidential informant might, for example, provide information to a narcotics officer that could be of interest to other units within the police department.

- **Support collaboration**  
Avoid duplication of effort by sharing crucial information, allowing law enforcement units and agencies to work together more efficiently and effectively.
- **Information-led community policing**  
Nurturing sources of information within communities can help to identify criminal activity without needing to engage in high risk police operations. Relying on the cooperation of a jailhouse informant, for example, poses a much greater risk to the agency than acting upon information provided by a concerned father in the local community.
- **Eliminate deconfliction**  
Reduce the chances of officers inadvertently paying confidential informants twice for the same information
- **Manage operational risk**  
Police operations are inherently risky. Risk can be reduced by ensuring that authorization procedures and risk assessments are properly managed.
- **Manage compromise**  
Record and manage compromised resources or techniques to ensure that future operations are not undermined. If confidential informants are identified it is important that they are not utilized in future operations
- **Manage the discovery process**  
Storing large amounts of data can make the discovery process an arduous task. abmpegasus™ makes it easier to assess information prior to disclosure to ensure that sensitive data (such as informants' identities) are not unwittingly revealed.
- **Improve financial management**  
When financial resources are limited, it is essential to ensure that all expenditure is properly managed. abmpegasus™ improves oversight of finances, ensuring that return on investment can be properly assessed.

## 2.4 Functional Solution

The confidential informant management module, marketed as "abmpegasus™ Source Management" handles all aspects of informant management. It was purpose built for this area of law enforcement approximately fifteen years ago with features being added to it on a regular basis since its inception at the behest of the end users. It is the most comprehensive solution of its type in the world. One of the more recent developments is Information in confidence – a component to manage information coming from stop-checks, citizens, suspicious activity reporting, crime-stoppers, other agencies etc.

Key features include:

- comprehensive authorization process for all informants addressing civil liberty ethical and legislative requirements.
- ongoing review of informant cases and records of all contacts with informants.

- automated workflows ensure information is automatically passed to relevant intelligence officers, supporting and speeding up procedures
- risk assessment functionality - assess the risks of recruiting a new CI against the potential benefits.
- in-built document flow prevents errors in transmission of sensitive material.
- highly secure user set ups with different access privileges ensuring users only see the material relating to the informants they are involved in managing.
- comprehensive financial management – manages all budgets, payments made to CIs and financial reporting on cost effectiveness of CIs and includes central oversight features.
- user friendly interface - minimizes the time needed to train officers.
- conveniently located help buttons to assist officers in completing the relevant screens and offering just-in time training.
- evidential records of communication with informants which can be used to support agencies if they are accused of malpractice
- performance metrics for officers, districts/units and individual informants.
- enhanced profiling of informants to facilitate proactive deployment against identified targets
- de-confliction to prevent multiple registrations or the use of unacceptable informants
- additional authorization capability where there exists heightened risk, juvenile involvement or authorization of an informant in crime.
- sanitization of intelligence from the informant for safe dissemination.
- uploading and attachment of any electronic file such as a recording of an informant meeting.

abmpegasus™ makes it easier to handle and disseminate all intelligence obtained through contact with confidential sources. The system supports a wide range of operational policing processes in compliance with relevant law enforcement and civil rights legislation

CPD will also benefit from the core functionality of abmpegasus™ which includes:

- Virtual Private Database Security (users only see what they are entitled to see)
- A secure messaging and notification system
- Automated workflows
- Attachments

## 2.5 Solution Delivery

ABM's core business for over 15 years has been the specialist deployment of secure software solutions to law enforcement organisations across the world. During this time ABM has built up a solid reputation for quality software and service delivery across a wide range of public and private sector contracts.

Key to this has been the establishment of a tried and tested methodology for implementing such solutions within complex organisations. In addition, ABM's staff has considerable experience in the deployment of secure software solutions and the company brings with it unrivalled expertise that will enable CPD to deploy the most effective solution to meet their business needs.

Key implementation tasks are.

- Assembly of a project team with appropriate personnel from both organisations.
- Hardware selection and acquisition
- Development and System configuration to tailor the solution to CPD.
- Software installation and interfaces
- Populating the system with data already in use.
- Training CPD personnel.

ABM's successful methodology for system implementation is detailed in Appendix A of this document.

## 2.6 System Support

Once the solution is implemented and working successfully, ABM's support service commences. This support service is used by customers worldwide and incorporates

- Log and track issues 24 hours a day.
- Access to ABM's support desk.
- WebEx remote access to help with diagnosis.
- Upgrades to the system when new releases are issued.
- User group input where CPD can suggest new features for the future.

Further details regarding ABM's support provision is detailed in Appendix D.

## 2.7 Integration

Integration with other abmpegasus™ modules enables;

- Automated transfer of records when a person previously regarded as a 'citizen' has reached the agency's threshold for consideration as a Confidential Informant.
- Automatic transfer of intelligence to the relevant officers to assist with operations or investigations or partner agencies.
- Management of information of any origin, including information received from other law enforcement agencies, government authorities and other voluntary bodies

## 3 Commercial Offering

### 3.1 Pricing

Further to our discussions and the requirements for the capture and management of Information in Confidence for your confidential contacts. We have provided pricing with this additional capability for delivery in late 2015. As discussed, this functionality has been developed within the MS SQL abmpegasus™ solution but would require further testing against US law enforcement requirements and we would welcome your input to help this comply with US Law enforcement requirements for the future.

As previously discussed ABM has provided our lowest possible costs for implementation into Casper PD and is keen to work with you to help develop our software solution in line with ILP principles to enhance our US solution for the future.

Based on this I have put together the following costs to offer an integrated solution for capture and management of information in confidence (confidential contacts) which will provide automated alerts into the CI module for potential recruitments and the complete management solution for CI's including the intelligence management process for capturing the intelligence gathered from both your confidential contacts/sources.

The pricing is based on a 5 year contract with a Software as a Service Model (SaaS) for the abmpegasus™ Confidential Informant and Information in Confidence module including software licensing, technical implementation, configuration, train the trainer course and annual support and maintenance.

Please note this price excludes any required hardware and associated database/application server software to run our abmpegasus™ solution. I would be happy to discuss the technical requirements with your IT department to understand the best method of deployment for your agency

Entry level user abmpegasus™ CI management module (up to 20 users with a guaranteed price lock for 5 years for added users) and Information in Confidence Module (agency wide usage)

Service	Costs
abmpegasus™ bundled CI and IIC management software solution – SaaS model based on the user numbers and solution described above.	Year 1: \$37,700 Year 2 – 5. \$29,400 per year Total investment over 5 years; <b>\$155,300</b>
Service	Costs
abmpegasus™ CI module bundle of 10 additional users (guaranteed price for the 5 year term of contract)	\$10,530 per year (\$1053 per user)

## 3.2 T&Cs of Proposal

1. All prices quoted are exclusive of Sales Tax and expenses. Any formal agreements made would be subject to the terms and conditions of contract.
2. This proposal is valid for 6 months following delivery.

This proposal is based on ABM's standard implementation.

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## 4 Appendix A – Project Delivery Team

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### 4.1 Project Delivery Team

ABM has built up a solid reputation for quality software and service delivery across a wide range of public and private sector contracts. ABM's staff has considerable experience in the implementation and deployment of secure software solutions and the company brings with it unrivalled expertise that will enable CPD to deploy the most effective solution to meet their business needs.

ABM has an excellent track record of helping complex organisations to plan and execute implementations. All of ABM's team of expert business analysts, consultants, project managers, trainers and technical personnel have worked on large scale projects involving multiple teams in different geographical areas, involving highly secure systems and sensitive data. Working closely with customers from initial project scoping to defining workflow and user roles, ABM's professional services help to ensure that any implementation project runs smoothly.

There will be a dedicated project team supporting CPD and will comprise of the following.

- Project Manager
- Technical Consultants to work on the technical implementation
- Business Consultants who have a thorough working knowledge of both the business processes and the software modules being delivered
- Training Consultants who will analyse training needs and provide the necessary tuition
- A Project Support officer will work closely with the Project Manager and carry out any designated administrative duties

#### 4.1.1 Implementation Plan

ABM will appoint a dedicated Project Manager to work closely with the CPD for the duration of the project, the typical project stages involved in an implementation are as follows:

##### 4.1.1.1 Project Start-up / Initiation

Project start-up includes the initial project 'kick off' meeting between the customer and Project Manager with decisions being made regarding the structure of the project team and project board - roles and responsibilities from both ABM and the customer. As the project goes into initiation a project plan will be produced identifying each stage of the project. A Statement of Work (SOW) will be formulated and agreed by both parties. This document is a detailed list of activities and responsibilities relating to the entire project lifecycle. The SOW is a 'live' document that is updated as stages are completed and new stages commence with elements being derived from a PID. Finally all project controls will be put into place to include a Quality and Communication Plan and Risks and Issues Log. Business process development will be initiated at the start of the project and takes the format of the specific onsite business process workshops with ABM Consultants, who have a wealth of business related experience, attending to establish and confirm configuration requirements in line with any relevant best business practice

#### **4.1.1.2 Procure & Commission Hardware**

This will encompass the procurement of hardware and during this stage a scoping exercise would be initiated between ABM and the customer to agree and document the infrastructure and hardware to be implemented. This stage will also include documenting details of the operating system, configuration, how the system is to be backed up and recovered in the event of failure, acceptance criteria for the implementation and the timeline for this work to be completed. The final element of this stage relates to Penetration Testing that would be facilitated by the customer with any ABM issues being reported via the Project Manager for documenting, review and where appropriate a resolution put in place

#### **4.1.1.3 Development activities following Business requirements exercise**

This will involve the results of the business requirements exercise to be mapped to the solution, identifying any enhancements required, and preparation of additional functional design specifications for agreement with the customer, software development, completion and functional testing.

#### **4.1.1.4 Software Installation / Interfaces**

This involves implementing the databases, application and any required interfaces. Initially the customer will be provided with a technical architecture document detailing any pre-requisites for the installation to include software and other 3rd party requirements. When the software has been installed an ABM Business Consultant will remain onsite until confirmation can be provided that the software is functioning correctly. During this stage the backup and recovery procedures will be tested and final documentation relating to this and the build will be produced and handed over to the customer.

#### **4.1.1.5 Back record conversion and migration and testing of legacy data**

Once the implementation work is completed and fully tested, if migration of the legacy data is required this can commence.

#### **4.1.1.6 Train the Trainer/End User Training**

This can commence as soon as project initiation starts and begins with ABM conducting a needs analysis of training requirements. The training consultant allocated to the project team will work with the customer to determine training needs to ensure the training solution provided blends with the customer business processes and procedures. It is anticipated that ABM will provide train the trainer training for the customer, and this knowledge will be cascaded to a wider audience by these trained individuals.

Administration training (or Systems Administration toolkit training) takes place after the application training and would only be for staff who will ultimately be taking on board the configuration and setup of the application, these individuals will also be expected to attend the application training.

Also note that during this phase the training database will have basic configuration in line with the agreed business processes, this should be backed up prior to training commencement to allow 'roll back' between courses.

#### **4.1.1.7 Business Process Development & User Acceptance Testing**

This encompasses both Business Process development and User Acceptance Testing.

Once the applications have been implemented and initial training completed setup and configuration of the application will commence in line with the agreed and documented business processes. ABM envisages assisting in this area and spending time onsite with the nominated system administrators. Once complete ABM will re-attend to complete a final audit of the configuration and advise of any final recommended changes. During this phase ABM would expect that all configuration and setup would be documented by the customer.

A further task will be to develop acceptance criteria to allow application testing to take place and ultimately signoff of the implementation.

#### **4.1.1.8 Live System Creation & Clear down**

This assumes that all configuration and setup is completed and takes place in the 'test' database. This allows the test environment to be cloned to live. Clear down scripts will be made available to remove any unwanted non-configuration data.

#### **4.1.1.9 Live Rollout of Application**

The live rollout of the solution is dependent on the customer requirements and may be staged. Prior to go live ABM recommends a final audit of the system configuration and at each stage of the go-live ABM staff will be onsite to assist with any application questions and usability issues.

#### **4.1.1.10 Project Closure**

The final stage of the project is project closure where there will be a check to ensure all deliverables have been implemented and approved by the customer. The Project Plan will be updated; lessons learned and end of project report produced and the risks and issues log updated. The Project Board will provide the final decision on when the project can be formally closed down and handed into a support function. As a follow on action from project closure a defined number of consultancy days will be agreed and scheduled in the form of workshops to review configuration and setup allowing changes to be recommended and tuning and refinement to take place.

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## 5 Appendix B – Training Services

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### 5.1.1 Training Services

ABM has incorporated on-line training manuals, user guidance and on-line help within the software to reduce the need for face to face training

However formal training is still required for everyone who uses and supports the system. ABM advocate train the trainer courses as it:

- Keeps the cost of training to a minimum.
- Retains the ability to train new personnel within the customer for the future.

The facility to create the training courses structured around the high level Business Process can be undertaken and will be agreed at the commencement of the project ABM use an interactive and progressive approach to training using the EDIP (Explain, demonstrate, imitate and practice) style.

Once the course content is agreed, ABM recommends a train the trainer course for up to 8 users, ensuring that this training addresses the practical business requirements of customers.

ABM will provide all training materials and user guides in either a hard copy or electronic format or both if required. ABM's training materials are written using a modular methodology, we are happy to provide generic examples of the courseware if required.

#### 5.1.1.1 Training Delivery

ABM has pre-prepared courses for all the proposed solution software modules We can develop, design and deliver appropriate training materials through a consultative approach which recognises and values diversity in learning as well as the required standards expected by the customer.

The recognised Strategic aims for training are:

- (a) To develop a coherent approach to identifying and prioritising learning needs at the organisational, local and individual level.
- (b) To ensure that training design, delivery and evaluation reflects the principles of best value, meets appropriate quality assurance standards and can be shown to reflect identified good practice within the professional training field.
- (c) To ensure the cost effective delivery of high quality training and appropriate learning opportunities that meet the identified needs of the customer.
- (d) The training addresses the basic and practical business requirements of the customer.

The facility to create training courses structured around the high level Business Process can be undertaken and will be agreed at the commencement of the project. ABM offer the following training options and the appropriate methodology and approach can be agreed following any training needs analysis

- (a) Train the Trainer – ABM train the nominated individuals who will be responsible for the rollout of training to users of the application.

(b) Role based training – ABM can devise the courses to be role specific for example training courses can be delivered to meet the requirements of General Officer input, Supervisor, Researcher/analysts etc This approach however would have to be subject of further discussion.

(c) All users trained – ABM will train all users of the system, this is all levels and all roles. This approach however will be subject of further discussion.

ABM provides full System Administration training for the solution This includes configuration and subsequent management of any maintenance issues post go live.

The System Administrators would be expected to attend the end user training to give them a full understanding of the solution. It is also recommended that knowledge transfer is undertaken to assist with the configuration of the solution to allow System Administrators a full and thorough understanding of the requirements to undertake the role of System Administrator.

ABM working with the customer can either develop or assist to develop computer based training programmes to meet business areas that would benefit from this type of input. Reference documents of FAQ's can also be made available for those who need to refresh skills received earlier on in the training programme rollout. It is also recommended that a Sandbox environment is made available to users who have received training and need to keep visibility of the application.

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## 6 Appendix C – Solution Architecture

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### 6.1 Solution Infrastructure

ABM's software solution is scalable and built using n-tier software architecture with each tier of the architecture having a specific role; for example the **presentation-tier** is responsible for serving static and dynamic content, the **application-tier** handles application processing and the **database-tier** managing data and the database system.

The following core technologies are used by the ABM COTS solution; **User Interface:** HTML, JavaScript, XML/XSLT, **Application Tier:** Java, XML, **Database Tier:** Oracle PL/SQL. The code structure of our solution has been designed for high cohesion and low coupling, increasing code re-use, reliability, whilst at the same time reducing complexity; therefore simplifying maintenance.

ABM has experience in delivering scalable highly secure and reliable critical IT systems on many different production environments including ODA.

All ABM's applications are deployed in production environments at many sites based on n-tier architecture on a variety of Solaris, Linux or Windows based platforms. In some cases these solutions have been in place for a number of years. Each installation of the solution is typically deployed with an Oracle database, JBoss, Oracle or Weblogic Application Server middle tier and Microsoft Internet Explorer (IE8 or above) providing client interface to the applications.

The scalability of the solution will support small workgroup numbers of users or large numbers of users up to Enterprise levels. Further information on the technical architecture is detailed within ABM's Technical Architecture Recommendation document.

ABM has not provided licencing for the MS SQL enterprise database or the application server.

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## 7 Appendix D – Support

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### 7.1 Support Provision

Frontline Service Desk logging and tracking is available 24 hours a day via the Extranet. Through a dedicated support line customers are able to contact the Service Desk whereupon each call is given a unique reference number. The call is assigned to the appropriate member of the support team for resolution and is owned and tracked at all times by the Service Desk. This is communicated to the customer once the issues are resolved. If a support issue cannot be resolved remotely ABM will assist with on-site support visits.

#### 7.1.1 Support and Maintenance

ABM has provided details of support services to provide on-going support of the provided solution. ABM develops long term relationships with all customers to deliver added value. All upgrades, user group suggestions and ideas, customer suggested improvements, standard support services and fault fixes and new technology releases are inclusive of the annual support fee.

ABM provides a range of services designed to ensure all our customers are supported after implementation.

Our standard support includes:

- **FrontLine Service Desk logging**, available 24 hours a day via the extranet with a manned Service Desk available from 04:00 to 17:00 hours Eastern Standard Time (EST) (Monday to Friday excluding US national Holidays). Service Desk personnel are available on a call-out status for emergencies occurring after normal business hours. Through a dedicated support line customers are able to contact the Service Desk whereupon each call is given a unique reference number. The call is assigned to the appropriate member of the support team for resolution and is owned and tracked at all times by the Service Desk. This is communicated to the customer once the issues are solved.

**WebEx remote support** through the FrontLine Service Desk allows our Support Team to help diagnose issues remotely and allows users to demonstrate issues in real-time.

- **Extranet service** where customers can log new calls, track the progress of open calls, browse frequently asked questions (FAQs), view closed calls and receive forward notice of imminent releases. The web site also enables customers to download upgrades and patches as well as all available documentation.
- **Business Relationship Manager** who will discuss with you your on-going support. Regular scheduled meetings with your account manager ensure you are able to obtain the most from your implementation.
- **Professional Services** whereby the customer has access to the ABM Professional Services team for a broad range of services including training, business process improvement and advice and guidance.

Extensive use is made of automation and software tools for effective defect tracking and configuration management. Reviews are regularly undertaken to ensure service levels and where necessary, improvement programmes implemented.

### 7.1.2 ABM's Support Locations

ABM has 2 main locations for business one based in the UK and the other in the US. ABM also employs a number of specialist consultants to offer advice and support to both ABM and our customers around their specialist knowledge in a number of countries.

### 7.1.3 Warranties, Disclaimers and Exclusions

- **(A)** Except as expressly set forth in section 7.1.3 of this agreement, the software and all abm services are provided "as is" and without warranty, express or implied, including warranties of merchant ability, fitness for a particular purpose, non-infringement, non-interference, informational content and system integration. All abm warranties are solely to and for the benefit of customer and for no other entity, end user or third party.
- **(B) Software Warranty** Except as set forth in Sections 7.1.3 (D) and 7.1.3 (F), for a period of six (6) months from the date of Customer Acceptance, ABM warrants and represents that the Software licensed to Customer under this Agreement shall substantially conform to the functional description in the Documentation for such Software under normal use and service in accordance with the applicable Documentation (the "Software Warranty" and the "Warranty Period") In the event of a non-conformance of the Software, occurring and reported to ABM's Helpdesk ("Helpdesk") within the Warranty Period, ABM shall provide replacements, bug fixes, patches or workarounds by electronic down load or such other expeditious method as determined by ABM **ABM DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE AND CUSTOMER ASSUMES ALL RISK OF USE OF THE SOFTWARE**
- **(C) No Hardware Warranty** Customer is solely responsible for the selection, acquisition and operation of the Designated System and any and all other Customer hardware used in connection with the Software. ABM disclaims any and all Commercial In Confidence replacement by ABM or until the end of the original Warranty Period for the repaired or replaced Software, whichever period is longer. Sections 7.1.3 (A), 7.1.3 (C), 7.1.3 (D) and 7.1.3 (E) are hereby incorporated into this section by reference
- **(D) Software Remedy and Exclusion** Customer's sole remedy under the software warranty is limited to the replacement or repair, at abm's option, of defective software. Notwithstanding the provisions of section 7.1.3 (B) above, the software warranty excludes, and abm shall have no obligation to remedy, any software defects caused or materially contributed to by: (i) alteration, repair or modification of the software by any person or entity other than abm without abm's written consent; (ii) customer's improper storage, mishandling, abuse or misuse of the software; (iii) customer's use of the software in conjunction with equipment other than the designated system; (iv) use by customer of foreign software that is incompatible with the software; and/or (v) damage by fire, explosion, power failure, or any act of force majeure.
- **(E) On-site Maintenance.** Unless otherwise specified in the Software Support and Maintenance Agreement attached to the contract T & C, ABM shall in no event be obligated to provide onsite maintenance.

- **(F) Voiding of Warranty.** The software warranty shall be void and of no effect as of the effective date hereof if customer installs foreign software on the same designated system on which the software is installed, except upon the written consent of abm prior to installation of such foreign software and then only if installed in accordance with any conditions imposed thereto by abm, such consent not to be unreasonably withheld Troubleshooting and/or repairs to the software that become necessary due to foreign software installed on the software server shall be subject to abm professional services fees.
- **(G) Warranty on Repaired Software.** ABM warrants that any Software repaired or replaced by ABM shall substantially conform to the functional description in the Documentation for such Software under normal use and service in accordance with the applicable Documentation for thirty (30) days from date of such repair or Customer is delinquent in payments or fails to meet other credit or financial requirements established by ABM, or when Customer has otherwise failed to perform any material obligation of this Agreement.

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## 8 Appendix E – References

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1. The Palm Beach County Sheriff's Office

3228 Gun Club Road, West Palm Beach, Florida 33406

Agent Jason Fulton (System Administrator)

(561) 681.4463

PBSO purchased ABM Pegasus Source Management software in June 2010, and has been successfully using it since that date. They are using the software in an Oracle environment.

2. The Manatee County Sheriff's Office

600 US Hwy 301 Blvd, W Suite 202, Bradenton, Florida 34205

Sergeant Jason Powell (Intelligence Unit Supervisor)

(941) 747.3011

MCSO purchased ABM Pegasus Source Management software in November 2012, and has been successfully using it since that date. They are using the software in a Microsoft (SQL) environment

3 The Hillsborough County Sheriff's Office

2008 8<sup>th</sup> Ave, Tampa, Florida 33605

Corporal Herb Saumell (Law Enforcement Intelligence Nexus Center)

(813) 247.8000

HCSO purchased ABM Pegasus Source Management software in May 2011, and has been successfully using it since that date. They are using the software in a Microsoft (SQL) environment.

RESOLUTION NO. 15-228

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
ABM SOFTWARE FOR THE LICENSE OF INFORMATION  
MANAGEMENT AND RISK MITIGATION SOFTWARE

WHEREAS, the Casper Police Department has recently transitioned to a nationally recognized policing framework, which requires an IT management and risk mitigation platform to gather, manage, and provide oversight of sensitive information; and

WHEREAS, the IT management and risk mitigation platform provided by ABM Pegasus will aid in the enforcement of local, state, and federal laws.

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 ABM Software for the license of information management and risk mitigation software.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed One hundred fifty-five thousand three hundred dollars and zero cents (\$155,300).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

July 15, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director  
Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer

SUBJECT: Change Order No. 1 with Caspar Building Systems, Inc.  
Mike Sedar Pool, Project No. 13-07B

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Caspar Building Systems, Inc., for a price increase of \$127,996.00, as part of the Mike Sedar Pool, Project No. 13-07B.

Summary:

Caspar Building Systems, Inc., is under contract with the City of Casper for the Mike Sedar Pool Project. The project involves the construction of a new pool, lazy river, splash pad, play feature, 30-foot slide, lifeguard building, locker room/restroom facilities, landscaping and irrigation.

During the excavation for the bottom of the pool, it was discovered that there were soft subgrade conditions. Due to the relatively large amount of precipitation that Casper has received this spring, the groundwater level is now higher than what was initially reported in the geotechnical investigation performed in 2013. The geotechnical engineer has recommended mitigating the saturated subgrade by over-excavating the area a minimum of three feet in depth, placing a geotextile fabric, and placing imported granular material at a depth of three feet. The cost of this work is \$107,304.00.

Change Order No. 1 also includes work for increasing the electrical service capacity of the building and added plumbing for a cost of \$20,692.00. The new pool will require a 1,000 amp service, compared to 800 amps, the service load of the old pool. The new pool will also require additional piping to route the discharge of rainwater from the pool deck drains surrounding the pool into the sanitary sewer system. This change will eliminate any possible contamination of the storm sewer system from pool water chemicals.

Since these changed conditions have depleted contingency funds, it is being requested that additional contingency funds, in the amount of \$50,000.00, be included in the project. It is recommended Council authorize a contingency account in this additional amount to cover the additional work. With the added contingency and Change Order No. 1, the total contract amount with Caspar Building Systems, Inc., will be \$4,453,632.00.

Ohlson Lavoie Collaborative (OLC) is under contract for design and construction administration of the project. OLC and City staff have reviewed the work and pricing for Change Order No. 1 and recommend approval.

Funding for this change order will be from contingency funds established at the contract award, with the remaining balance coming from funding set aside for construction of the pool and Leisure Services Capital funds. The contract with Caspar Building Systems, Inc., with approval of Change Order No. 1, will be \$4,403,632.00.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: Mike Sedar Pool  
Project No. 13-07B

DATE OF ISSUANCE: July 16, 2015

OWNER: City of Casper, Wyoming

CONTRACTOR: Caspar Building Systems, Inc.

ARCHITECT: Ohlson Lavoie Corporation dba Ohlson Lavoie Collaborative

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

Description: Incorporate Change Order Request No's. 001, 002, 004, 005 and 006 into the Work

Attachments: Architects letter of recommendation; Contractor's COR's

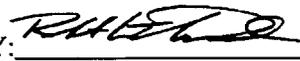
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 4,275,636.00	Original Contract Time: (days or date) Substantial completion: April 22, 2016; Final completion: May 20, 2016
Previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ <u>4,275,636.00</u>	Contract Time prior to this Change Order: Substantial completion: April 22, 2016; Final completion: May 20, 2016
Net Increase/Decrease change of this Change Order: \$ <u>127,996.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>4,403,632.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: April 22, 2016</u> <u>Final completion: May 20, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Architect

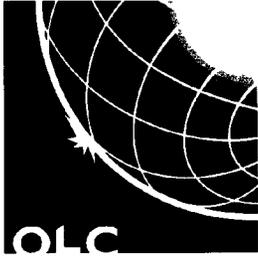
BY: \_\_\_\_\_  
Owner

Mike Sedar Pool  
Casper, WY

Change Order Request Log

7/16/2015

COR #	COR SUBJECT	STATUS	DATE	COST OF CO	INCLUDED IN CO	TOTAL CONTRACT SUM	4,275,636 00
1	1000 AMP SERVICE	APPROVED	07.06 15	9,577	1	4,285,213 00	
2	AUTOMATIC FLUSH VALVES	APPROVED	06.25 15	-1,800	1	4,283,413 00	
3	ADDED HOLD-DOWN CLIPS	RE-ISSUED				4,283,413 00	
4	ALUMINUM WINDOWS	APPROVED	06.25 15	848	1	4,284,261 00	
5	SANITARY SEWER	APPROVED	07.10 15	12,067	1	4,296,328 00	
6	OVEREXCAVATION	APPROVED	07.09 15	107,304	1	4,403,632.00	
Total				127,996		4,403,632 00	



July 16, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 1  
1000 AMP Service

Dear Mr. Sveda,

As stated by the Electrical Engineer of Record in the attached letter, the power to the project has to be increased from 800 AMP to 1000 AMP.

The Contractor has issued a Change Order Request in the amount of \$9,577.00 for the extra work that was required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303 294.9244  
F: 303 294.9440

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ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY



July 9, 2015

Mr. Robert McDonald  
Ohlson Lavoie Collaborative  
616 East Speer Boulevard  
Denver, CO 80203-4213

RE: **Mike Sedar Pool**  
**COR #1 R3: 800A to 1000A Service**

Dear Bob:

Per your request, I wanted to provide you with a brief explanation of the changes associated COR #1-R3. The calculated National Electrical Code (NEC) load for the building was 681A on a 208/120V, 3-phase service. That loading took into account all NEC mandated demand factors, therefore an 800A, 3-phase service was included in the original construction drawings.

This COR resulted from a recent local City service sizing requirement that is in excess of that required by the National Electrical Code. The City Inspection Department stated that they now require that a building's electrical service be provided with an additional 25% spare capacity after all demand factors were applied.  $1.25 \times 681A = 850A$ , so to meet the City's required safety factor, the service size for the project has been increased to 1000A.

The costs, indicated in COR#1, are appropriate with the major materials and labor associated with the change. Those items include:

- Changing quantity of 3-1/2" PVC conduits between transformer and switchboard from (2) to (3) for a run length of approximately 25FT.
- Changing conductors from 2[4#500MCM CU] to 3[4#400 CU] for a run length of approximately 25FT.
- Costs for trenching and backfilling for a larger conduit trench to accommodate the additional conduits.

Please let me know if you have any questions or concerns regarding this matter.

Sincerely,

Eric Nielsen, Associate, P.E.  
Architectural Engineering Design Group, Inc.



Summit Electric LLC

490 Foster Rd  
Casper, WY 82601

# Estimate

Date	Estimate #
6/24/2015	3100

<b>Name / Address</b>
CASPAR BUILDING SYSTEMS 1975 OLD SALT CREEK HWY CASPER, WY 82601



<b>Phone(s)</b>
-----------------

Qty	Item	Description	Price Each	Cell Phone	Total	Phone
1	MISC PARTS	UTILITY 800 AMP	-5,711.28		-5,711.28	
1	MISC PARTS	UTILITY 1000 AMP	8,694.95		8,694.95	
1	MISC PARTS	MDC 800 AMP	-6,964.50		-6,964.50	
1	MISC PARTS	MDC 1000 AMP WITH BUILT-IN SPD	8,938.05		8,938.05	
1	MISC PARTS	ORIGINAL SPD	-509.22		-509.22	
80	MISC PARTS	LABOR FOR 1000 AMP SERVICE	70.00		5,600.00	
1	TRENCHIN...	TRENCHING SUB CONTRACTING FEE. THE CONTRACTOR QUOTED AN EXTRA DAY FOR RENTING THE LARGER EXCAVATOR FOR 1000 AMP SERVICE.	5,000.00		5,000.00	
1	MISC PARTS	MATERIALS FOR 1000 AMP SERVICE.	7,580.20		7,580.20	
60	LABOR	LABOR FOR 800 AMP SERVICE	-70.00		-4,200.00	
1	TRENCHIN...	TRENCHING FEE TOTAL FOR 800 AMP SERVICE AND TRECH FROM SWITCH BOARD TO MDC.	-3,000.00		-3,000.00	
1	MISC PARTS	MATERIAL FOR 800 AMP SERVICE	-6,871.81		-6,871.81	

<b>Sub total</b>	\$8,556.39
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$8,556.39



July 16, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 2  
Manual Flush Valves

**OHLSON LAVOIE  
COLLABORATIVE**

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T 303.294.9244  
F 303.294.9440  
www.olcdesigns.com

Dear Mr. Sveda,

The Bidding Documents for the above named project included automatic flush valves for toilets and urinals. Following discussions with City of Casper Recreation and Aquatic staff, it was desired to change these to manual flush valves. A Proposal Request was issued to the Contractor for this change.

The Contractor has issued a Change Order Request in the amount of (\$1,800.00) for the credit due to the proposed change from that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts proposed have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY



**The Ballard Group, Inc.**  
Mechanical Consulting Engineers

July 16, 2015

ATTN: Mary Green  
Ohlson Lavoie Collaborative  
616 E Speer Blvd  
Denver, Colorado  
303-294-9244

**Re: Mike Sedar Pool COR 2 Plumbing Response**

Dear Mary,

COR 2 references the deduct pricing associated with changing the flush valves from automatic battery type to manual. My review concluded the contractor gave very fair pricing for this change.

If you have any questions, don't hesitate to contact me.

Sincerely,

THE BALLARD GROUP, INC.

John Blair  
Project Engineer





## DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

6/22/2015

Caspar Building

1975 Old Salt Creek Highway

Casper, WY 82601

Re: Mike Sedar Pool PR#2

The following is the cost associated with going to manual flush valves on the water closets

10 manual flush valves in lieu of automatic @ 180.00 each      \$1,800.00 credit



Terrance Davidson



July 16, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 4  
Upgrade steel windows to aluminum

**OHLSON LAVOIE  
COLLABORATIVE**

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T: 303 294 9244  
F: 303.294 9440  
www.olcdesigns.com

Dear Mr. Sveda,

As a cost-savings measure, the windows for this project were specified to be Steel Windows. At the request of the City of Casper, a Proposal Request was issued to change the steel window frames to aluminum framed windows. Aluminum frames will have a much longer service life and require less maintenance.

The Contractor has issued a Change Order Request in the amount of \$848.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the architect of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY





**OVERHEAD DOOR COMPANY OF CASPER, INC.**  
ARCHITECTURAL GLAZING CONTRACTORS  
2760 Fleetwood Place • Casper, WY 82604 • 307-265-6614  
WYO TOLL FREE 1-800-371-6614 • 307-235-2994 Fax  
[www.overheaddoorcasper.com](http://www.overheaddoorcasper.com)



Casper Building

6-25-15

Attention: Deborah

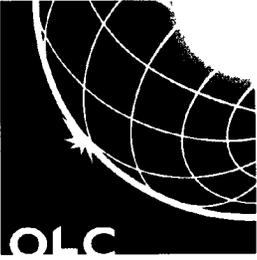
Re: Mike Sedar Pool

RF1 windows purposed add

Aluminum windows	\$ 6565.00
Caulking at perimeter	\$ 252.00
Installation labor	\$ 2,940.00
Total	\$ 9,757.00

Thanks Roy

---



July 16, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 5  
Divert Pool Deck Drains to Sanitary

**OHLSON LAVOIE  
COLLABORATIVE**

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

T: 303.294.9244  
F: 303.294.9440  
www.olcdesigns.com

Dear Mr. Sveda,

The pool deck drains around the outdoor pool were originally designed to discharge into the storm sewer system, in compliance with all laws and regulations of the State of Wyoming. At the request of the City of Casper Storm Water and Sanitary Sewer departments, additional piping is required to route the discharge from the pool deck drains surrounding the pool into the sanitary sewer system.

The Contractor has issued a Change Order Request in the amount of \$12,067.00 for the extra work that is required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be reasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

ARCHITECTURE  
AQUATICS  
INTERIORS  
TECHNOLOGY

CLIENT-CENTERED CREATIVITY

7/16/15 / RMc X:\13018\CA\14\_COR\MSP COR 5 TRENCH DRAINS\Sveda ltr 07-16-15  
COR\_5 docx

Page 1 of 1



**The Ballard Group, Inc.**  
Mechanical Consulting Engineers

July 17, 2015

ATTN: Mary Green  
Ohlson Lavoie Collaborative  
616 E Speer Blvd  
Denver, Colorado  
303-294-9244

**Re: Mike Sedar Pool COR 5 Plumbing Response**

Dear Mary,

COR 5 references the pricing associated with revising the pool deck drainage to drain to storm and sanitary in different locations. Our review concluded the contractor provided a good price for this revision.

If you have any questions, don't hesitate to contact me.

Sincerely,

THE BALLARD GROUP, INC.

John Blair  
Project Engineer





## DAVIDSON MECHANICAL, INC.

728 EAST C STREET  
CASPER, WYOMING 82601  
PHONE (307) 577-4000  
FAX (307) 577-0692

7/8/2015

Caspar Building

Re: Mike Sedar PR-004

The following is in response to the engineers comments.

They are right on the amount of 10" pipe, it should be 25' not 40', I will deduct that amount and show it in the following breakdown. Also I had forgot to include P&O on my labor. As for the amount of time I figured on the change I will reduce the amount of time for the laborers to backfill the trenches. The plumbers I figured could get 20' of pipe in with all the additional fittings and coordination of the already existing piping going in. Please see the following breakdown.

Material credit	\$1,437.00
Material new (with 15' credit of 10" pipe	\$2,818.04
Tax	\$69.05
P&O on mat.	\$217.51
Backhoe	\$1,200.00
Labor 2 plumbers 10 days @544.00	\$5,440.00
Laborer 2 guys 5 days @ 288.00	\$1,440.00
P&O on labor	\$1,032.00
Total Add	\$10,779.60



Terrance Davidson



July 17, 2015

Alex Sveda, Engineer  
City of Casper Engineering  
200 N. David  
Casper, WY 82601  
(307) 235-8341

RE: Mike Sedar Pool – City of Casper Project No. 13-07B  
Contractor's Change Order Request No. 6  
Pool Overexcavation, Structural Fabric and Structural Fill

Dear Mr. Sveda,

On June 24, 2015 the General Contractor contacted the geotechnical engineer for the above referenced project with concerns about the soft subgrade conditions at the bottom of the pool overexcavation. It was discovered that due to the relatively large amount of precipitation that Casper has experienced in recent months, the groundwater level is now higher than what was initially reported in the geotechnical study performed in 2013.

The geotechnical engineer issued recommendations for mitigation of the unforeseen soils conditions, which are attached to this letter for reference. These measures were employed as necessary by the design and construction team to ensure that the integrity of the swimming pools and building structures is maintained on the site.

The Contractor has issued a Change Order Request in the amount of \$107,304.00 for the extra work that was required above and beyond that indicated in the Construction Documents, in accordance with the conditions of the Contract. The amounts requested have been reviewed by the engineer of record and were found to be on the high side, but not unreasonable for the amount of work.

We recommend the amount be included in the next Change Order for the project.

Sincerely,

Robert L. McDonald, AIA  
Senior Principal

Enclosures

OHLSON LAVOIE  
COLLABORATIVE

616 E SPEER BLVD  
DENVER, COLORADO  
80203-4213

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June 24, 2015  
File No.: CA15022A

Mr. Bob McDonald  
OLC Architecture, Inc.  
616 East Speer Boulevard  
Denver, Colorado 80203

RE: **Subgrade Observation Letter**  
Mike Sedar Swimming Pool  
Mike Sedar Park  
Casper, Wyoming

---

Dear Mr. McDonald:

As requested by Caspar Building Systems, the undersigned traveled to the project site at Mike Sedar Park. The undersigned met with Mr. Roy Weber with Caspar Building Systems to discuss the soft subgrade conditions at the bottom of the pool over-excavation. The excavation contractor, 71 Construction, had scarified the bottom of the over-excavation at an attempt to dry the clay soils. They had also prepared one corner for new fill placement and could not achieve the specified compaction requirements. The contractor had also excavated a test pit approximately 4 ft deep near the southeast corner of the over-excavation to determine the condition of the soils beneath the over-excavation bottom. The test pit contained groundwater, which when correlated to the ground surface is approximately 10 ft below ground surface site grades.

When Tetra Tech conducted the geotechnical study in 2013, groundwater was encountered at depths ranging from 15.5 ft to 19 ft below the ground surface site grades. It appears that the groundwater conditions have changed since the geotechnical field exploration was performed. Casper has experienced a relatively large amount of precipitation in recent months. In addition, surface water infiltration through the loosely compacted site fill to backfill the former pool removal may be contributing to the higher groundwater levels in this specific vicinity. The former swimming pool was removed prior to the geotechnical study performed in 2013.

Based on our observations, it appears that water is wicking upward from the groundwater level due to capillary rise to the surface of the over-excavation bottom and saturating the clay soils. We recommend that the over-excavation bottom be stabilized by placing a geotextile fabric over the bottom of the entire pool over-excavation, which is approximately 120 ft by 120 ft. The geotextile fabric should extend up the sides of the over-excavation a minimum of 3 ft. Imported fill consisting of a granular material, such as pit run sand and gravel or Grading J material, should be placed over the fabric to a minimum thickness of 3 ft. The on-site lean clay soils can then be placed over the granular fill to the desired grade. Prior to placement of the fabric, the bottom of the over-excavation should be prepared by removing as much loose soil as possible and grading flat using only tracked equipment. We recommend the use of a woven geotextile fabric such as Mirafi HP565, or equivalent.

The initial lift of granular fill should be placed at least 12 inches thick and should be spread by light-weight tracked equipment. No equipment should drive directly over the fabric. The fabric should be overlapped as recommended by the manufacturer. The fabric should be overlapped at least 2 ft at the roll edges and 2 ft at the ends of rolls. The granular fill should be compacted to at least 95% of the maximum dry density and within  $\pm 2\%$  of the optimum moisture content as determined by ASTM D698, Standard Proctor. The compaction requirement may be difficult to achieve for the initial thicker lift and a reduced compaction percentage may be required.

If you have any questions concerning this letter, please call.

Sincerely,  
STRATA



Brian L. Chandler, P.E.  
Staff Engineer

cc: Alex Sveda – City of Casper

BLC/DAR/bec

\\STRATA-Casper Projects\N-P\OLC Architects\CA15022A-Mike Sedar Pool\GEO\Subgrade Letter.docx





**71 CONSTRUCTION CHANGE ORDER REQUEST**

No. 1  
Project No. 14-1640

**PROJECT:**  
Mike Sedar Pool

Date: 7/13/15  
**REVISED**

**OWNER:**

**PRIME CONTRACTOR OR ENGINEER:**

City of Casper  
200 North David  
Casper, WY 82601

Caspar Building Systems  
1975 Old Salt Creek Hwy.  
Casper, WY 82601

**DESCRIPTION OF CHANGES IN WORK**

Item	Reference	Reason
1 & 2	Strata Letter 6 24 15	Subgrade Changed Conditions

**Itemized Changes in Work**

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Total
1	Pool Area Over Excavation. Haul & Disposal of Excess	T&M	1	\$21 466 50	\$21 466 50
2	Fabric & Import Select Fill	CY	1 600	\$46 50	\$74 400 00
					\$0 00
					\$0 00
					\$0 00
					\$0 00
					\$0 00
<b>Total increase</b>				<b>due to this Change in Work</b>	<b>\$95,866.50</b>

**CHANGE IN CONTRACT PRICE**

Original Contract Price	\$327 194 00
Net increase from previous Change Orders	\$0 00
Contract Price prior to this Change Order	\$327 194 00
Net increase of this Change Order	\$95 866 50
<b>Contract Price with all approved Change Orders</b>	<b>\$423,060.50</b>

**CHANGE IN CONTRACT TIME**

Original Contract Substantial Completion	1/0/00
Original Contract Final Completion	1/0/00
Net Change From Previous Change Orders (Days)	0
Contract Substantial Completion prior to this Change Order	1/0/00
Contract Final Completion prior to this Change Order	1/0/00
Net Increase this Change Order	10
<b>Contract Substantial Completion with all approved Change Orders</b>	<b>1/10/00</b>
<b>Contract Final Completion with all approved Change Orders</b>	<b>1/10/00</b>

Submitted By  
**CONTRACTOR**

Accepted By  
**PRIME CONTRACTOR OR ENGINEER**

71 Construction  
P.O. Box 4600  
7072 Barton Drive  
Casper, Wyoming 82604

Caspar Building Systems  
1975 Old Salt Creek Hwy.  
Casper, WY 82601

By: Michael D. Lewan, P.E.

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

Signature: 

Signature: \_\_\_\_\_

Date: 7/13/15

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

RESOLUTION NO. 15-229

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CASPAR BUILDING SYSTEMS, INC FOR THE MIKE SEDAR POOL PROJECT.

WHEREAS, Caspar Building Systems, Inc., is performing services under the terms of an agreement with the City of Casper for the Mike Sedar Pool Project, No. 13-07B; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

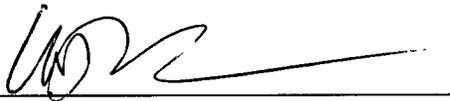
WHEREAS, authorization of a contingency account is necessary to complete electrical service work and site grading; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 1 to the agreement with Caspar Building Systems, Inc., for performing additional work related to the Mike Sedar Pool Project, in the amount of One Hundred Twenty-Seven Thousand Nine Hundred Ninety-Six Dollars (\$127,996.00), and Fifty Thousand Dollars (\$50,000.00) for a construction contingency account, for a total price of Four Million Four Hundred Fifty-Three Thousand Six Hundred Thirty-Two Dollars (\$4,453,632.00).

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

July 22, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director   
Jason Knopp, P.E., City Engineer

SUBJECT: Change Order No. 1 with Grizzly Excavating and Construction, LLC  
1<sup>st</sup> Street Improvements Project No. 14-06

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Grizzly Excavating and Construction, LLC (Grizzly), for a price increase of \$60,533.80, as part of the 1<sup>st</sup> Street Improvements Project No. 14-06.

Summary:

Grizzly is under contract with the City of Casper for the 1<sup>st</sup> Street Improvements Project. The project includes replacing 4,400 lineal feet of old maintenance intensive water mains, broken and settling curb and gutter, sidewalk, and a mill and overlay of 1<sup>st</sup> Street from Yellowstone Highway to Beverly Street.

The Natrona County School District requested to incorporate a traffic calming and pedestrian safety feature at the intersection of 1<sup>st</sup> Street and Elk Street as outlined in the 2012 Safe Routes to School study while 1<sup>st</sup> Street is being constructed. The City's consultant has recommended installing bulb-outs on all four corners of the proposed intersection. Bulb-outs provide a traffic calming affect with the narrower road width through the intersection. Bulb-outs also provide a shorter distance for pedestrians to cross the street and allow pedestrians to have a better view of oncoming traffic as they approach the crosswalk.

City staff has reviewed the recommended layout and associated cost proposed by Grizzly to complete this additional work and finds it reasonable. The Natrona County School District has committed \$10,000 towards this improvement, with the remaining balance to come from the contract contingency account, leaving a balance of \$49,466.20. The final contract amount with Grizzly will be \$1,951,616.80 with approval of this change order.

A resolution is prepared for Council's consideration.

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: 1<sup>st</sup> Street Improvements,  
Replacement, Project 14-06

DATE OF ISSUANCE: July 22, 2015

OWNER: City of Casper, Wyoming

CONTRACTOR: Grizzly Excavating & Construction, LLC

ENGINEER: WLC Engineering

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

Description: Construct bulb outs at the intersection of 1<sup>st</sup> Street and Elk Street.

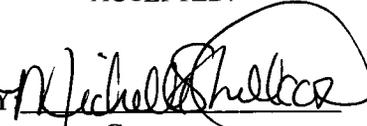
Attachments: See attachment A and B.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,891,083.00	Original Contract Time: (days or date) Partial completion: <u>November 30, 2015</u> ; Final Completion: <u>December 31, 2015</u> ;
Previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0</u>	Net change from previous Change Orders (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ 1,891,083.00	Contract Time prior to this Change Order: Partial completion: <u>November 30, 2015</u> ; Final Completion: <u>December 31, 2015</u> ;
Net Increase change of this Change Order: \$ <u>60,533.80</u>	Net Increase of this Change Order: (days) <u>0</u>
Contract Price with all approved Change Orders: \$ 1,951,616.80	Contract Time with all approved Change Orders:(date) Partial completion: <u>November 30, 2015</u> ; Final Completion: <u>December 31, 2015</u> ;

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Engineer

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



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

July 23, 2015

Mr. Jason Knopp, P.E.  
Public Services Department  
Engineering Division  
City of Casper  
200 North David  
Casper, WY 82601

**RE:      *Recommendation for Change Order #1***

Mr. Knopp:

In October 2014, Mr. Tim Cortez, Casper Fire Dept., you and I met at Willard Elementary School to discuss safety concerns brought about by the school and, at that time, the results of a recently completed Safe Routes to School Study. One thing that came out of the study was the need for a traffic calming device at the intersection of Elk St. and 1<sup>st</sup> St. With the ongoing construction of 1<sup>st</sup> St., it was determined that with the School District's contribution to the project, bulb outs would be added at the intersection. It is our recommendation that the bulb outs be added to the 1<sup>st</sup> St. Improvements Project (14-06). The bulb outs offer a good solution to the issues and concerns brought up by the School and the Study.

Please contact me if you have any questions.

Sincerely,  
WLC Engineering, Surveying, and Planning

Matt Williams, PE  
Project Manager

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

---

**Facilities and Business Services Division  
Steve Hopkins, Superintendent  
Dennis E. Bay, Executive Director  
970 N. Glenn Road. \* Casper, WY 82601 \* (307) 253-5317\* [www.natronaschools.org](http://www.natronaschools.org)**

---

July 23, 2015

Jason Kopp  
City of Casper Engineering  
200 N. David  
Casper, WY 82601

Dear Mr. Kopp:

The Wyoming School Facilities Division has approved NCS#1 to partner with the City of Casper in the modification of the intersection at Elk and First for enhanced safety. The funds available from the school district are not to exceed \$10,000.00. The work order number assigned by the SFD is 056584.

Sincerely,

  
Doug Tunison  
NCS#1  
Project Manager

RESOLUTION NO. 15-230

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH GRIZZLY EXCAVATING AND CONSTRUCTION, LLC, FOR THE 1<sup>ST</sup> STREET IMPROVEMENTS PROJECT.

WHEREAS, Grizzly Excavating and Construction, LLC, is performing services under the terms of an agreement with the City of Casper for the 1<sup>st</sup> Street Improvements Project, No. 14-06; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work as part of the project; and,

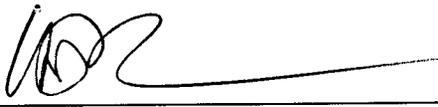
WHEREAS, the cost for this adjustment will be paid for with the construction contingency previously approved by the Casper City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 1 to the agreement with Grizzly Excavating and Construction, LLC, for performing additional work related to the 1<sup>st</sup> Street Improvements Project, in the amount of Sixty Thousand Five Hundred Thirty-Three Dollars and Eighty Cents (\$60,533.80).

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, for a total revised contract amount of One Million Nine Hundred Fifty-One Thousand Six Hundred Sixteen Dollars and Eighty Cents (\$1,951,616.80).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



---

ATTEST:

---

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Charlie Powell  
Mayor

July 22, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Joy Clark, Community Development Technician

SUBJECT: Release of Mortgage Deed of James E. Jones, Jr.

Recommendation:

That Council, by resolution, authorize the release of the following mortgage deed:

E. 90' Lot 8, Block 136, City of Casper, Natrona County, Wyoming  
(611 Lind Avenue)

Summary:

The above homeowner received a rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming on December 12, 1986. The terms and conditions of the loan have been completed and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the City officially release the mortgage deed in the amount of \$45,000.00.

A resolution has been prepared for Council's consideration.

## Release of Real Estate Mortgage

The City of Casper, Wyoming, of the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming, hereby certifies that a mortgage bearing the date of the 10th day of December, A.D. 1985, made and executed by James E. Jones, Jr. as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of \$45,000.00 (Forty Five Thousand Dollars) as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Natrona County, State of Wyoming, on the 12th day of December, 1986, as Instrument No. 418609, and mortgaging the following described real estate in said County, to wit:

E. 90' Lot 8,  
Block 136,  
City of Casper  
Natrona County, Wyoming

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged.

WITNESS MY hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

STATE OF WYOMING     )  
  )  
COUNTY OF NATRONA    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015 by Charlie Powell as Mayor of the City of Casper.

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

My Commission Expires:

RESOLUTION NO. 15-231

A RESOLUTION AUTHORIZING  
THE RELEASE OF A MORTGAGE DEED.

WHEREAS, James E. Jones, Jr., in 1985, took a loan under the Housing Rehabilitation Loan Program through the City of Casper for the total principal sum of \$45,000; and,

WHEREAS, said loan was secured by a, a mortgage deed, dated December 10, 1985, which granted the City a lien for said debt against E. 90' Lot 8, Block 136, of the City of Casper, Natrona County, Wyoming; and,

WHEREAS, the loan has been paid in full, and above said Mortgage Deed should now be discharged and released.

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, "Release of Real Estate Mortgage" for the release of the above described Mortgage Deed.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

July 27, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *lb*  
Andrew Nelson, Metropolitan Planning Organization (MPO) Manager *AN*

SUBJECT: Memorandum of Understanding (MOU) between Natrona County, the City of Casper, and the Town of Mills to adopt and enforce the 2014 "West Belt Loop Access Management Plan" completed by the Metropolitan Planning Organization (MPO).

Recommendation:

That Council, by resolution, approve the Memorandum of Understanding between Natrona County, the City of Casper, and the Town of Mills regarding the West Belt Loop Access Management Plan.

Summary:

The MPO's 2014 West Belt Loop Access Management Plan is designed to keep Wyoming Highway 257 (WY 257) as a high speed bypass route around Casper. The MPO commissioned the plan to identify specific locations for future intersections that will promote traffic safety, economic development, and long term managed growth for the corridor. The plan was approved by the MPO Policy Committee in September 2014.

In order to achieve the common goals of the plan, the MPO has generated an MOU to which Natrona County, Casper, and Mills will be parties. This MOU is based on five pillars:

1. By signing this MOU, each agency is adopting the plan.
2. Government or contract employees responsible for reviewing land use actions are empowered to follow the plan.
3. Planning and Zoning Commissions are expressly directed to adhere to the plan.
4. Parties to the MOU shall coordinate development plans and permits, particularly within the growth boundaries of Casper and Mills.
5. District 2 of the Wyoming Department of Transportation shall be consulted for all access permits to WY 257.

This MOU has been approved by the Town of Mills and has been presented to the Planning and Zoning Commissions of the City of Casper and Natrona County during a Commissioner Training Session in June 2015, which included a site visit to the West Belt Loop. Additionally, staff will also present the MOU during a public meeting of the Casper Planning and Zoning Commission on July 28, 2015.

No funding or funding mechanisms are required in this MOU as it is specifically designed to adopt and enforce policies included in the West Belt Loop Access Management Plan.

A resolution has been prepared for Council's consideration.

## MEMORANDUM OF UNDERSTANDING

### ADOPTION OF AND SUPPORT FOR THE IMPLEMENTATION OF THE WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS MANAGEMENT PLAN AS APPROVED BY THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO).

This Memorandum of Understanding (“MOU”) is made by and between the City of Casper, Wyoming, a Wyoming municipal corporation; the Board of County Commissioners of Natrona County, Wyoming; and the Town of Mills, Wyoming, a Wyoming municipal corporation.

#### RECITALS

WHEREAS, Natrona County, the City of Casper, and the Town of Mills are members of the Casper Area Metropolitan Planning Organization (MPO); and,

WHEREAS, the MPO conducted an access management plan (the Plan) for the new West Belt Loop (Wyoming Highway 257, or WY 257) which recommends limiting access to the highway to thirteen locations, not including grandfathered local access for existing property owners; and,

WHEREAS, this study was approved by the MPO Policy Committee on September 4, 2014, and is included as an Exhibit to this Memorandum; and,

WHEREAS, the City of Casper and the Town of Mills each have growth boundaries that include portions of WY 257, and at present the entire length of the highway lays within unincorporated Natrona County; and,

WHEREAS, it is in the best interests of the greater Casper community to limit access to the West Belt Loop in order to preserve the highway’s intended use as a bypass route; and,

WHEREAS, adoption of this study will provide executive direction to planning departments at each agency to enforce the policies included therein.

**NOW, THEREFORE**, the City of Casper, Natrona County, and the Town of Mills, in consideration of the mutual promise and agreements herein contained, hereby agree to the following:

#### ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth as a part of this Agreement.

## **ARTICLE II: COHESIVE STRATEGY**

1. The parties of this agreement mutually agree that by signing this Memorandum, they are hereby adopting the West Belt Loop Access Management Plan (the Plan), dated October 21, 2014, attached to this MOU as Exhibit A.
2. Government and/or government contract employees responsible for reviewing land use actions within their jurisdiction shall be empowered to limit access to WY 257 as prescribed in the Plan.
3. Upon adoption of the Plan, the Planning and Zoning Commissions of the parties are expressly directed to adhere to the Plan and the policies thereof.
4. Parties to this Memorandum shall coordinate development plans and permits, particularly for actions that occur within the growth boundaries of Casper and Mills.
5. District 2 Headquarters of the Wyoming Department of Transportation shall be consulted for all access permits to WY 257 and shall provide direction to municipalities to ensure cooperative and continuous adherence to the Plan.

## **ARTICLE III: TERM OF MEMORANDUM AND TERMINATION PROCESS**

This Memorandum of Understanding shall become effective upon the date signed and executed by the authorized representatives of each of the parties, and shall remain in full force and effect until terminated. Any party may terminate, without cause, its participation in this Memorandum of Understanding upon twelve (12) months written notice to the Casper Area Metropolitan Planning Organization (as the Plan's Owner), 200 North David Street, Casper, Wyoming, 82601.

## **ARTICLE IV: GENERAL PROVISIONS**

This Memorandum of Understanding shall be binding upon the parties hereto, their successors and assigns.

Any amendment of this Memorandum of Understanding or the Plan shall be in writing and executed by all parties hereto.

This Memorandum of Understanding may be executed by more than one copy; however, each copy thereof shall serve as but one and the same agreement.

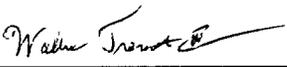
The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to speak to enforce this Agreement, to seek any

remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

None of the parties hereto waive any right or rights they may have pursuant to the Wyoming Government Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the date first above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

THE CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming

\_\_\_\_\_  
Renea Vitto  
County Clerk

\_\_\_\_\_  
Forrest Chadwick  
Chairman

ATTEST:

TOWN OF MILLS, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Lisa Whetstone  
Town Clerk

\_\_\_\_\_  
Marrolyce Wilson  
Mayor



EXHIBIT A

WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN

DATED

OCTOBER 21, 2014

# **WEST BELT LOOP LAND USE, CONNECTIVITY AND ACCESS PLAN**

**Casper, Wyoming**

**October 27, 2014**

**Prepared for:  
Casper Area Metropolitan Planning Organization**



**CASPER AREA**  
METROPOLITAN PLANNING ORGANIZATION  
Casper · Mills · Evansville · Bar Nunn · Natrona County

**Prepared by:  
Morrison-Maierle, Inc.  
1 Engineering Place  
Helena, MT 59602**



**John P. Pavsek, P.E.  
Project Manager**

**Bill White  
Sr. Transportation Planner**

**Phillip Forbes, P.E.  
Project Principal**

## EXECUTIVE SUMMARY

- The WYDOT and Casper Area MPO propose to develop West Belt Loop Road as a limited access control corridor. This practical strategy will reduce congestion and increase capacity due to a reduction of conflicting traffic movements. In addition, controlling access has also been documented to improve safety along arterial routes. The primary goals for this corridor study are two-fold: 1) Establish locations for future public intersections, and 2) Create an access management policy for adoption and use by local agencies.
- The Corridor Study provides land-use projection for intermediate and full regional build-out conditions. In accordance with the Casper Area Regional Transportation Plan Update completed in 2014, the study year is 2040. In order to plan for the full build-out of the corridor and surrounding vacant lands, the Corridor Study includes development and corresponding traffic projections assuming 100-percent development in the area.
- The WYDOT Access Management Guidelines are referenced as the minimum standard for access controls along the corridor. The WYDOT guidelines allow for minimum spacing of one-half miles between intersections on a two-lane roadway. Likewise the policy establishes that the minimum spacing between public intersections on a four-lane divided roadway is one-mile. Minor intersections are allowed at one-half mile intervals provided that access to and from the minor intersections are restricted to right-in/right-out only. In a few cases, right-in/right-out and left in are allowed provided there is a traffic impact analysis performed justifying the third movement.
- Access management recommendations were provided for West Belt Loop and the corridor influence area. Beyond the 13 intersections (described by the previous bullet), guidelines identify properties can also be accessed through frontage roads, reverse frontage roads, backage roads, shared access, and access easements. A traffic impact study will identify the access strategy and typical improvement mitigation measures needed to promote land use development within the corridor influence area of West Belt Loop, as sponsored by the project proponent. Traffic impact studies should reference the West Belt Loop Corridor and Access Study as this: 1) identifies the location of intersections and driveways along the corridor, 2) provides design guidance for interconnecting arterial and driveway location and design, and 3) offers guidance on accessing properties between ½ mile West Belt Loop intersections (so that properties are not land-locked).
- Based on the recommended intersection locations included herein (total of 13-intersections), traffic volumes for 2040 and full area build-out will compromise the safe and efficient capacity of the two-lane roadway. The study concludes that future deteriorated levels-of-service will require construction of two additional lanes creating a divided a four-lane roadway. Justification of the roadway capacity improvements will need to be analyzed to confirm the need for additional lanes, and corresponding intersection capacity improvements (e.g., signal modifications, protected left turn lanes, deceleration lanes, and acceleration lane features).
- Preliminary environmental screening concludes that the inclusion of the 13 recommended intersections will not adversely impact the natural environment or create socio-economic problems in the region adjoining West Belt Loop corridor.
- The corridor study is prepared in compliance with the federal *Moving Ahead for Progress in the 21st Century*," also known as MAP-21.

- At the June 19, 2014 Casper MPO Policy Committee regular meeting, the committee agreed that the local agencies will adopt the Corridor Study by resolution. The communities of Mills, Casper, and Natrona County will adopt the document. WYDOT and FHWA will not formally adopt the document; they will approve the document at the WYDOT regional level, with FHWA concurrence.
- With the exception of the Trevett Lane route analysis (described below); this corridor study is limited to providing general discussion related to future regional transportation networks to area development and connection to established City and County roadways. The future alignment and construction of a regional transportation network will be dictated by the needs of future development surrounding West Belt Loop. Natrona County and City land planners will be tasked to review developer's subdivision and/or development plans to ensure they meet local land development standards. Any future regional connectivity will need to be financed by development; the County, WYDOT, Town of Mills and the City of Casper have stated that future roadway and infrastructure costs would be borne by the developers.
- In accordance with the scope of this corridor study, a preliminary route analysis was performed to determine the feasibility of extending Trevett Lane to connect with West Belt Loop. The analysis concludes that there are at least two possible routes that this collector road may follow to connect with West Belt Loop. In appendix B is a brief summary of the preliminary design including plan and profile sheets.
- A thorough public involvement process was conducted to inform citizens and gain public support for the future access management policy. Three formal open-house meetings were provided to local residents and the general public. In addition, individual property owners were contacted and interviewed.

## DEFINITION OF COMMONLY USED TERMS

This section provides a glossary of commonly used terms. The *Highway Capacity Manual* (TRB, 2010), the FHWA website, and the *Transportation Impact Analyses for Site Development* (ITE, 2005) were used to help with the development of the following definitions:

- ◆ **Access point** – An intersection, driveway, or opening on a roadway that provides access to a land use or another roadway facility.
- ◆ **Access Management** – Techniques state and local governments can use to control access to highways, arterials, or other roadways, typically for the purpose of reducing vehicle conflicts and therefore congestion, and to reduce collision potentials.
- ◆ **Access Permit** – The permission provided by a State or local agency for a property to gain access to a roadway.
- ◆ **ADT** – Average daily traffic; meaning total traffic volumes for a typical weekday.
- ◆ **All-way stop-controlled** – An intersection with stop signs located on all approaches.
- ◆ **Arterial** – (General Definition) A signalized street that primarily serves through-traffic and secondarily provides access to abutting properties.
- ◆ **Average daily traffic (ADT)** – The average 24 hour traffic volume at a given location on a roadway.
- ◆ **Capacity** – The number of vehicles or persons that can be accommodated on a roadway, roadway section, or at an intersection over a specified period of time. Capacity is also a term used to define limits for transit, pedestrian, and bicycle facilities. Concept typically expressed as vehicles per hour, vehicles per day, or persons per hour or per day.
- ◆ **Collector Street** – (General Definition) A surface street providing land access and traffic circulation within residential, commercial, and industrial areas.
- ◆ **Cycle** – A complete sequence of cycle indicators.
- ◆ **Cycle length** – The total time for a signal to complete one cycle.
- ◆ **Delay** – The additional travel time experienced by a driver, passenger, or pedestrian.
- ◆ **Demand** – The number of users desiring service on a highway system or street over a specified time period. Concept typically expressed as vehicles per hour, vehicles per day, or persons per hour or per day.
- ◆ **Density (Land Use)**. For this report, refers to the number of persons, homes, employees, or building area provided for within an acre or square-mile.
- ◆ **Departing sight distance** – The length of road required for a vehicle to turn from a stopped position at an intersection (or driveway) and accelerate to travel speed.
- ◆ **Downstream** – The direction of traffic flow.
- ◆ **External Trip** – Is a trip that travels from outside into a defined study area typically using a highway or primary arterial with purpose of traveling through (the study area) or for accessing land uses within the study area.
- ◆ **Frontage** – The length of property measures alongside of a road, river, or body of water onto which the property fronts.

- ◆ **Frontage Improvement** – Typically refers to roadway improvements constructed along the front of a property, such as widening, curb, gutter, sidewalks, and/or shoulder improvements.
- ◆ **Frontage Road** – Is a service road running parallel to a higher speed, limited access roadway typically used to provide access to property, and sometimes for congestion relief or secondary/emergency movements.
- ◆ **Functional class** – A transportation facility defined by the traffic service it provides.
- ◆ **Growth factor** – A percentage increase applied to current traffic demands or counts to estimate future demands/volumes.
- ◆ **Internal Trip.** A trip that occurs between land uses within a defined area, typically traveling off the principal roadway network through parking lots or local streets.
- ◆ **Land Use.** The designation of property for human use/habitation, typically categorized in transportation planning into various commercial, residential, service/retail, and institutional classifications distinguished by trip generation or travel characteristics.
- ◆ **Level of Service** – The standard used to evaluate traffic operating conditions of the transportation system. This is a qualitative assessment of the quantitative effect of factors such as speed, volume of traffic, geometric features, traffic interruptions, delays and freedom to maneuver. Operating conditions are categorized as LOS A through LOS “F”. LOS A generally represents the most favorable driving conditions and LOS F represents the least favorable conditions.
- ◆ **Mainline** – The primary through roadway as distinct from ramps, auxiliary lanes, and collector-distributor roads.
- ◆ **Major Street** – The street not controlled by stop signs at a two-way stop-controlled intersection.
- ◆ **Minor arterial** – (General Definition) A functional category of a street allowing trips of moderate length within a relatively small geographical area.
- ◆ **Mitigation** – In transportation planning, referred to as improvements or strategies used to correct traffic, pedestrian/bike, or transit congestion or safety issues.
- ◆ **MPO** – Metropolitan planning organization. The Casper Area MPO is the sponsor of the West Belt Loop Corridor and Access Study.
- ◆ **Operational analysis** – A use of capacity analysis to determine the level of service on an existing or projected facility with known or projected traffic, roadway, and control conditions.
- ◆ **Peak Generator Hour** – The single hour (or hours) in a day during which trip generation for a development or land use is highest.
- ◆ **Peak hour** – Single hour (or hours) in a day during which the maximum traffic volume occurs on a given facility (roadway, intersection, etc.). Typically the peak hour is known as the “rush” hour that occurs during the AM or PM work commutes of the typical weekday. The absolute peak hour of the day can also be referred to as the design hour.
- ◆ **Peak hour factor** – The hourly volume during the maximum-volume hour of the day divided by the peak 15-minute flow rate within the peak hour; a measure of traffic demand fluctuation within the peak hour.

- ◆ **Principal Arterial** - (General Definition) A major surface street with relatively long trips between major points, and with through-trips entering, leaving, and passing through the urban area.
- ◆ **Queue** – A line of vehicles, bicycles, or persons waiting to be served by the system in which the flow rate from the front of the queue determines the average speed within the queue. Slower moving vehicles or people joining the rear of the queue are usually considered a part of the queue.
- ◆ **Roadside obstruction** – An object or barrier along a roadside or median that affects traffic flow, whether continuous (e.g., a retaining wall) or not continuous (e.g., light supports or a bridge abutment).
- ◆ **Road characteristic** – A geometric characteristic of a street or highway, including the type of facility, number and width of lanes, shoulder widths and lateral clearances, design speed, and horizontal and vertical alignment.
- ◆ **Roundabout** – An unsignalized intersection with a circulatory roadway around a central island with all entering vehicles yielding to the circulating traffic.
- ◆ **Shoulder** – A portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, emergency use, and lateral support of the subbase, base, and surface courses.
- ◆ **Spacing** – Typically referred to as the distance between contiguous intersections or driveways along a roadway, as measured from center line to center line, or between edges of curb/shoulder.
- ◆ **Station or Stationing**. The measurement system used to designate locations along a roadway, most typically employed in the layout and construction of roadways.
- ◆ **Stopping sight distance** – The length of road needed for a moving vehicle to come to a complete stop prior to an obstruction sighted on the road.
- ◆ **Synchro**. A analysis software program used to quantify traffic operations and capacity for an intersection, roadway, or roadway network; presenting information in term of vehicle delays, levels-of-service, travel speeds, queueing, and other traffic measures.
- ◆ **Traffic conditions** – A characteristic of traffic flow, including distribution of vehicle types in the traffic stream, directional distribution of traffic, lane use distribution of traffic, and type of driver population on a given facility.
- ◆ **Transportation Analysis Block (TAB)** – A concept developed for this study that refers to a land use area access by a particular intersection (access point) located along West Belt Loop, as relevant due to the number of trips generated within the TAB and accessing the defined intersection.
- ◆ **Travel speed** – The average speed, in miles per hour, of a traffic computed as the length of roadway segment divided by the average travel time of the vehicles traversing the segment.
- ◆ **Travel time** – The average time spent by vehicles traversing a highway segment, including control delay, in seconds per vehicle or minutes per vehicle.
- ◆ **Trip Distribution and Assignment** – The predicted travel patterns of vehicle trips as they approach and depart a land use. Distribution refers to the travel pattern, usually defined in percentages or fractions, and assignment refers to vehicle trip ends.

- ◆ **Traffic forecast** – The predicted traffic volume of the analysis horizon year or time period. Most typically predicted for the weekday, AM peak hour, PM peak hour, or AM or PM peak generator hours of the typical weekday.
- ◆ **Traffic impact study (TIS)** – A *traffic impact study (TIS)* or *traffic impact analysis (TIA)* is an engineering and planning study that forecasts the potential traffic and transportation impacts of a proposed development on an area, neighborhood, or community.
- ◆ **Trip generation** – The number of vehicle trips generated by a development or land use. Most typically predicted for the weekday, AM peak hour, PM peak hour, or AM or PM peak generator hours of the typical weekday.
- ◆ **Two-way left-turn lane** – A lane in the median area that extends continuously along a street or highway and is marked to provide a deceleration and storage area, out of the through-traffic stream, for vehicles traveling in either direction to use in marking left turns at intersections and driveways.
- ◆ **Two-way stop-controlled** – The type of traffic control at an intersection where drivers on the minor street or driver turning left from the major street wait for a gap in the major-street traffic to complete a maneuver. Typically the minor approaches are stop-controlled.
- ◆ **Unsignalized intersection** – An intersection not controlled by traffic signals.
- ◆ **Upstream** – The direction from which traffic is flowing.
- ◆ **Volume** – The number of persons or vehicles passing a point on a lane, roadway, or other traffic-way during some time interval, often one hour, expressed in vehicles, bicycles, or persons per hour.
- ◆ **Volume-to-capacity ratio** – The ratio of flow rate to capacity for a transportation facility.
- ◆ **Walkway** – A facility provided for pedestrian movement and segregated from vehicle traffic by a curb, or provide for on a separate right-of-way.
- ◆ **WYDOT** – Wyoming Department of Transportation

## **ACKNOWLEDGEMENTS**

We would like to thank the following groups and individuals for their assistance in the preparation of this planning document:

MPO Policy Committee  
Natrona County Commissioners  
Lowell Fleener, WYDOT Casper District Engineer  
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Mark Ayne, WYDOT, Casper  
Mark Williams, WYDOT, Casper  
Andrew Nelson, Casper Area MPO  
Liz Becher, Casper Area MPO  
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Andrew Beamer, City of Casper Engineering  
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Mike Coleman, Town of Mills Public Works  
Trish Chavis, Natrona County Planning  
Craig Collins, City of Casper Planning  
Jeff Purdy, FHWA  
Ann Bowers, Transportation Planner, Fehr & Peers  
Thomas McMurtry, Land Use Planner, KLJ Consultants

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TAB SHEET SECTION 1

## **1 INTRODUCTION**

The population of Natrona County, the City of Casper, and the Town of Mills has increased steadily throughout the last 20 years. Officials with all three agencies indicate continued and steady population growth is projected on the horizon, with over a 20 percent increase expected by year 2040 (within the next 25 years). Traffic growth is anticipated with the population increase, resulting in elevated travel demands that impact operations and capacity for arterials and highways such as Robertson Road, Wyoming Boulevard, State Highway 220, and State Highway 20. These roadways already experience high traffic volumes and, as such, new and improved travel routes are being programmed to address future travel demands.

Officials with the Wyoming Department of Transportation (WYDOT) and Casper Area Metropolitan Planning Organization (hereon referred to as Casper MPO) have already moved to construct one such arterial, known as West Belt Loop. Programmed as a two-lane, 60 mph Highway, the current purpose of West Belt Loop is to provide a bypass between State Highway 220 and State Highway 20/26 west of Casper, generally for use as a freight route and as a means to reduce congestion by circulating traffic around the City proper.

However, even as this roadway is under construction, WYDOT and Casper MPO officials recognize additional improvements will be needed to accommodate long-range travel demands, access future developed properties along the corridor, and improve traffic circulation within and surrounding Casper and Mills. As such, the West Belt Loop Land Use, Connectivity, and Access Plan (herein referenced to as “Corridor Study”) was commissioned by WYDOT and Casper Area MPO officials to:

- 1) Establish access management guidelines,
- 2) Provide general land use forecasts for properties within an influence area of the corridor,
- 3) Forecast year 2040 and ultimate regional “build-out” daily and PM peak hour traffic volumes,
- 4) Determine the general intersection geometrics needed to accommodate forecast year 2040 and regional build-out weekday and PM peak hour traffic volumes,
- 5) Provide qualitative discussions regarding non-motorized transportation conditions, environmental screening, utility planning, and Map-21 performance measures, and
- 6) Develop an access management policy and implementation strategy focused on West Belt Loop.

The West Belt Loop Corridor Study was prepared to address these questions in order for WYDOT, Natrona County, Town of Mills, City of Casper, and the Casper Area MPO officials to manage the future development accessibility to West Belt Loop.

### **1.1 BACKGROUND**

West Belt Loop is located west of Casper, extending 7.2 miles (37,862 feet) between State Highway 20/26 (SH 20/26) and State Highway 200 (SH 200) within Natrona County. The northern terminus of the corridor is aligned with SH 20/26 at the Yellowstone Highway intersection, and intersection with SH 200 about 3.35 miles west of the Robinson Road/SH 200 intersection. West Belt Loop will be constructed as a two-lane, 60 mph principal arterial highway. The primary purpose of the highway will be a bypass route used for freight mobility and to reduce congestion on existing Casper streets.

The properties adjacent to the corridor are principally open space and agricultural in nature. There are currently 24 permitted approaches onto West Belt Loop. These accesses are allowed to remain until future land use development motivates the consolidation of access/intersections to the locations specified by this study. Figure 1 illustrates the corridor location and alignment.

## 1.2 PURPOSE AND NEED

In Chapter 2.0 of the 2001 environmental assessment for the Casper West Belt Loop Corridor, the purpose and need for the West Belt Loop bypass has been established. An excerpt from the original purpose and need description reads *"The primary purpose of the proposed project is to improve the surface transportation system in the Casper area by constructing a new roadway to the west of the city that would facilitate the safe and efficient movement of people and goods."* The environmental document describes the specific project needs as follows:

- ◇ Provide system linkage (between Highway 220 and US 20/26),
- ◇ Provide a truck bypass route (to relieve congestion on CY Avenue and Wyoming Boulevard),
- ◇ Decrease travel time for through traffic (by providing a high-speed, less restrictive arterial roadway),
- ◇ Accommodate growth and reduce traffic congestion within the City of Casper (improvement is necessary to redistribute traffic on Robertson Road, CY Avenue, and Wyoming Boulevard),
- ◇ Identification, establishment, and preservation of a West Belt Loop Corridor (to achieve corridor preservation by allowing right-of-way acquisition and avoid land use conflicts), and
- ◇ Improve Safety (drawing traffic off of existing busy, unrestricted roadways and placing them on a safer limited access bypass road).

It was understood in the original environmental documentation and roadway design documents that only one intersection would be built with the initial project, i.e., at Robertson Road. Permitted private approaches to adjoining properties are included with the initial construction allowing access to adjoining properties. None of these approaches are considered public intersections.

The scope of this corridor study is to establish locations for future intersections. As such, it is prudent to define the intersection specific purpose and need for future intersections as follows:

- 1) Provide for reasonable public access intersections to facilitate connectivity between adjoining properties to the West Belt Loop road.
- 2) Provide connections with West Belt Loop Road that will serve to support future regional roadway system network.
- 3) Space the future intersections to ensure efficient operation and safety is maintained along West Belt Loop.
- 4) Provide for safe crossings along West Belt Loop Road for non-motorized users.
- 5) Plan the location and configuration of future intersections taking into account the potential widening of West Belt Loop to a four lane divided roadway.
- 6) Develop an access management policy that can be used by agencies and developers.

### **1.3 ORGANIZATION OF STUDY**

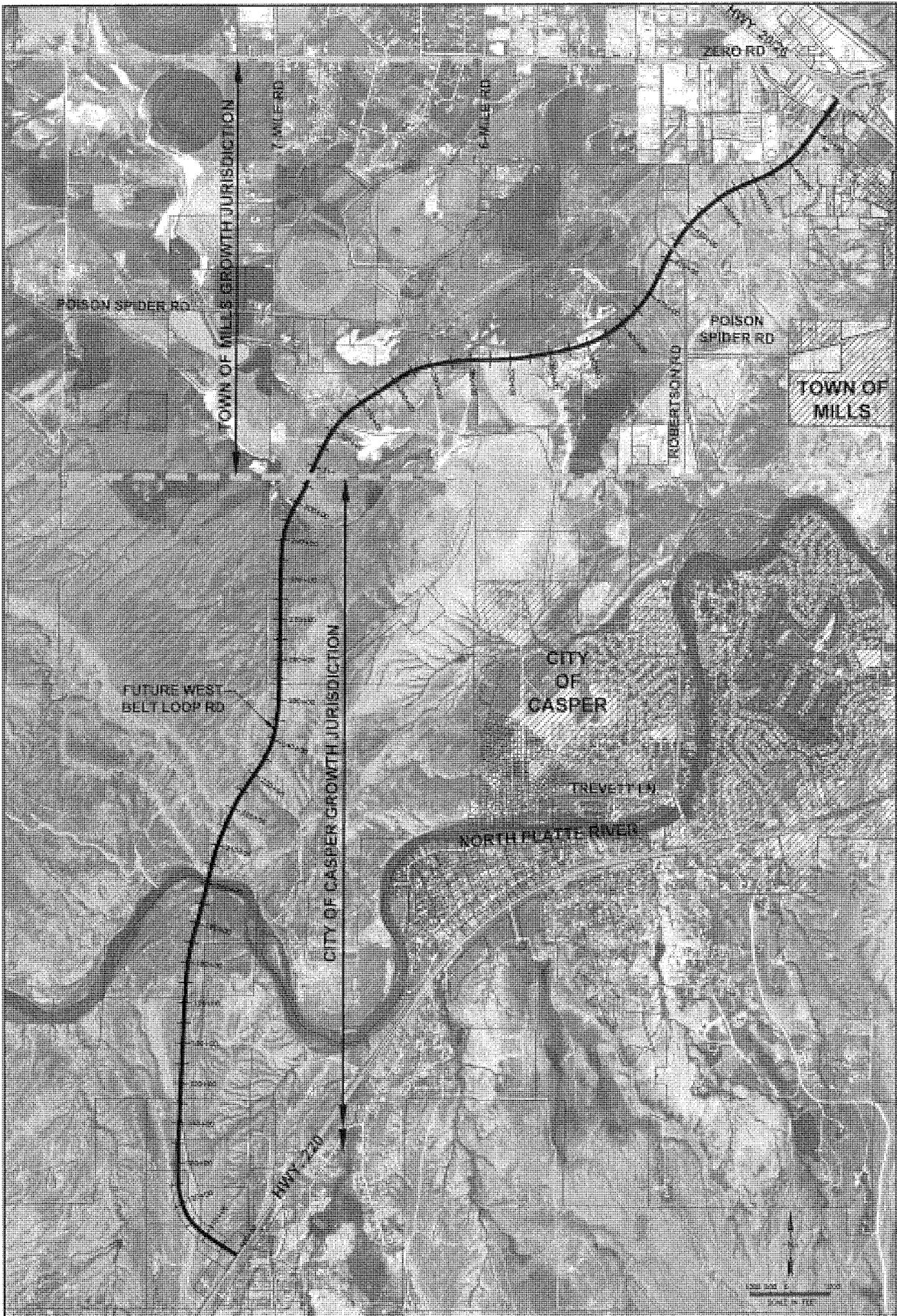
This report is organized into 11 Sections. Section 1 provides a brief project description and established purpose and need. Section 2 identifies the analytical process that was used to locate intersections along West Belt Loop. Additionally, this section provides an overview of strategies to assure access to properties located along the corridor, as enhanced by full access management guidelines provided within the technical Appendix A.

Section 3 through Section 5 describes the land use, traffic forecasting, and measures-of-effectiveness analyses that was used to develop corridor and intersection traffic control and geometric recommendations. These recommendations were provided for the purpose of right-of-way preservation and project programming needs, as based off traffic forecasts assuming the full development of future land uses along the corridor (which may not occur for dozens of years), and for an intermediate year 2040 analysis condition. Year 2040 is consistent with the planning horizon of the Casper MPO, and this allows for State and local officials to program improvements.

Section 6 through Section 8 describes secondary reviews performed for West Belt Loop; including Non-Motorized Transportation, Utility Planning, and Preliminary Environmental Screening Measures.

Section 9 and Section 10 outlines guidelines and policy recommendations as is related to MAP-21, which is the federal legislation that guides transportation funding within the Nation, and for local policy. Specifically, recommendations are provided regarding local policy as it is related to jurisdictional coordination, land use development, transportation infrastructure, and access management.

Finally, Section 11 provides an overview of the public involvement process performed for this project.



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PROJECT NO. 10-00000000-0000  
DATE: 08/11/14

CASPER

WEST BELT LOOP LAND USE  
CORRECTIVITY, AND ACCESS PLAN

APPENDIX

FIG. 1

TOWN OF MILLS LOCATION / GROWTH BOUNDARY  
\* GROWTH BOUNDARIES ESTABLISHED WITH CASPER COMMUNITY  
DEVELOPMENT, JULY 2013 CASPER MILLS GROWTH BOUNDARIES

INSERT TAB SHEET SECTION 2

## 2 ACCESS MANAGEMENT GUIDELINES

Officials with WYDOT and the Casper Area MPO desire to establish access management guidelines for the West Belt Loop corridor. Officials with the City of Casper, Natrona County, and the Town of Mills have also requested these guidelines consider an access influence area extending up to one-half mile from the West Belt Loop along intersection arterials as residential and commercial properties are poised for development within the influence area of the corridor.

To meet these requests, guidelines were developed in order to help State and local agencies direct access and development along the corridor. These guidelines are summarized within Appendix A. Highlights from these guidelines are summarized within the section as it pertains to the analysis of West Belt Loop for this study; specifically identifying intersection spacing standards and general design parameters along West Belt Loop and intersecting streets. The information provided within the appendix also includes further design discussion, the development process required to analyze traffic impacts, and intersection warrants and mitigation measures recommended to warrant various transportation improvements.

In addition, access guidelines are provided as substantial land use development is anticipated along the corridor, and access to these properties must be defined within the context of intersection recommendations provided by this Plan. In short, it is the intent that West Belt Loop is primarily intersected by roadways that promote regional circulation, or promote access to congregated land uses areas. Access to specific properties would be accomplished through frontage roads, reverse frontage roads, and backage roads connecting with these roadways. It is not the intent that direct access to/from West Belt Loop is allowed for a single property.

### 2.1 WEST BELT LOOP ACCESS GUIDELINES

WYDOT officials have programmed West Belt Loop as a rural principal arterial. Different types of access are allowed along a rural principal arterial depending upon 1) the general type of land use and 2) the intensity of traffic generated by this current or proposed land use, so long as spacing requirements are also met. The different types of allowed access per general land use type, as defined by the WYDOT Access Manual (March, 2005), range from:

- ◇ A right-in and right-out only “field” access provided to an agricultural lot or property if daily use occurs with only a few trips per day for only a few weeks of the year.
- ◇ A right-in and right-out only “residential” access provided as an entrance/exit to/from a home for the exclusive benefit of the dwellings resident.
- ◇ A “commercial” access provided as an entrance/exit to/from a single business, commercial development, cultural or institutional complex, public establishment, or any development with 3 or more family residences adjacent to the highway; as limited by generating up to 50 trip ends per hour per day.
- ◇ A “major” access denotes a street connection, or provides entrance/exist to/from any land use generating more than 50 trip ends per hour per day.

A summary of the spacing standards from the WYDOT Access Manual for these general land uses is summarized in Table 1. The table is read by selecting the type of access for uses shown on the left column, and then comparing the minimum separation distance to access for other land uses identified from the top row. Separation distance is provided in feet from center-of-driveway or street, to center-of-driveway or street.

Table 1. WYDOT Access Spacing Policy for a Rural Principal Arterial (Undivided Two-Lane Highway)				
Access Type	Field	Residential	Commercial	Major
Field	330 feet	330 feet	660 feet	1,320 feet
Residential	330 feet	660 feet	1,320 feet	1,320 feet
Commercial	660 feet	1,320 feet	2,640 feet	2,640 feet
Major	1,320 feet	1,320 feet	2,640 feet	2,640 feet
Source: WYDOT Access Manual (March 2005)				

As shown, spacing between major accesses, between two arterial intersections, an arterial and commercial driveway, or two commercial driveways is 2,640 feet. The prevailing spacing standard for West Belt Loop is 2,640 feet or ½ mile. In other words, a full access break, allowing full movements, can be developed on a ½ basis for intersecting streets or at major commercial driveways. Note that this applies to two or three lane, undivided highways. Access to four lane divided highways requires stricter standards as discussed herein.

Upon coordination with WYDOT officials, it was determined this ½ mile spacing standard should apply principally to interconnecting streets and commercial driveways. This policy would require that the development community coordinate on-site development, per the guidelines provided within Appendix A, so that all properties can benefit from a permitted access location.

### 2.1.1 Widening and Frontage Designation

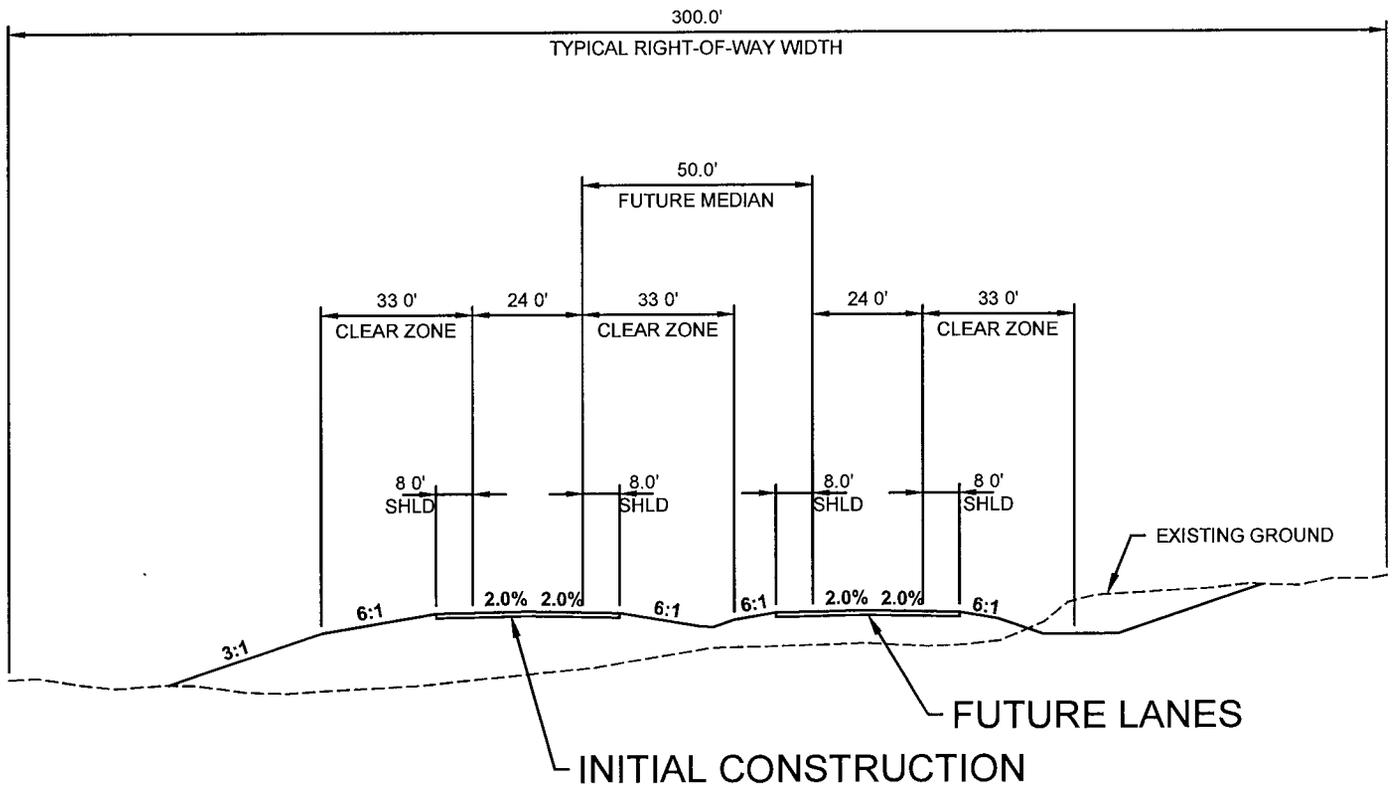
West Belt Loop will be an important commute and freight route between SH 20/26 and SH 220, with up to 4,500 peak hourly trips eventually projected along the arterial. As such, the need for widening the principal arterial to four lanes, with a restricted median and left and right turn lanes at major intersections will be required to accommodate forecast traffic. As shown by Figure 2, the cross-section for this current and future roadway consists of the currently proposed 2-lane section and depicts the typical ultimate 4-lane section. The roadway generally requires a 300-foot right-of-way to accommodate the separated roadway and 50-foot median.

## 2.2 INTERCONNECTING ROADWAYS ACCESS GUIDELINES

The WYDOT Access Manual recommends that no driveway or access be located within 660 feet of a rural highway or arterial. The primary principal of access for interconnecting roads is the need to minimize driveway or street access along interconnecting arterials within 660 feet of the outside curb-line off West Belt Loop.

The remaining arterial connections off West Belt Loop were recommended to promote adequate access to properties, while ensuring the functionality and safety of intersection roadways. Recommendations were based principally off guidance provided in the *Access Management Manual* (TRB, 2003) and *State of the Practice in Highway Access Management* (NCHRP Report 404, 2011), focusing on an influence area located up to ½ mile of West Belt Loop.

Frequently and irregularly spaced traffic signals on arterial roadways result in poor traffic operations with increased safety risk. Past experiences indicate that “near ideal” traffic operations and safety occurs when signals are spaced on the ½ mile basis along an undivided arterial. The introduction of additional signals inside this spacing can result in an impact to traffic operation, as most suitably noted via



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WEST BELT LOOP LAND USE CONNECTIVITY AND ACCESS PLAN		PROJECT NO 5140001/010/0114
CASPER	WYOMING	FIGURE NUMBER <b>FIG. 2</b>
WEST BELT LOOP TYPICAL CROSS SECTION		

increased travel times. Thus, the ideal location of a signal spaced off West Belt Loop along intersecting arterials is ½ mile to maximize traffic operations. A signal spaced ¼ mile off the corridor can be allowed conditionally, if a traffic impact study is provided in support of such an allowance. Any spacing of signals on less than a ¼ mile basis should be prohibited on interconnecting roadways. A summary of these recommendations are provided in Table 2. Note the primary assumption for this summary is interconnecting roadways would have progression speeds ranging between 30 to 50 mph with cycle lengths of between 60 to 120 seconds, typical of roadways intersecting with a rural principal arterial. The applicability of spacing for speeds or signal times falling outside of these ranges can be reviewed with a TIS, with appropriate mitigation provided to offset operational and safety impacts.

<b>Table 2. Signal Spacing for Interconnecting Arterials</b>		
	<b>Spacing</b>	<b>Condition/Consideration</b>
<b>Preferred/Ideal</b>	2,640 feet	Maximizes traffic operations, travel time, and safety.
<b>Conditional</b>	1,320 feet	Conditionally allowed with geometric, timing, and coordination mitigation supported by traffic impact study
<b>Prohibited</b>	< 1,320 feet	Less than ¼ mile spacing results in unacceptable impacts to traffic operations, travel times, and safety.

Source: Adapted from Access Management Manual (TRB, 2003) and State of Practice in Highway Access Management (NCHRP Synthesis 404, 2011).

Unsignalized intersections or driveways also impact the mobility of an arterial, as traffic must slow to accommodate vehicles turning into or from the travel-way. The preferred spacing of a driveway is considered based on a number of factors that principally include, safety, sight distance, turning overlaps, influence distance, and egress capacity. A review of these factors was performed with results summarized within Appendix A resulting in separate conclusions for a full access break, right-in and right-out (RIRO) only driveway/intersection, and RIRO with the potential for left-in movements. Table 3 summarizes the results of this review for these access types. These accesses may be allowed conditionally by WYDOT officials between major intersections only with justification provided by a TIS.

<b>Table 3. Unsignalized Driveway/Intersection Spacing for Interconnecting Arterials</b>		
	<b>Spacing</b>	<b>Condition/Consideration</b>
<b>Full Access</b>	1,320 feet	Traffic impact study should be required to support operations and geometric recommendations.
<b>Right-In and Right-Out</b>	660 feet	Right-in and right-out driveways can be supported without a full TIS; although the need for a deceleration lane should be assessed in study.
<b>Left-In Potential</b>	660 feet	Allowed with RIRO location with support of traffic impact study.

Source: Access Management Manual (TRB, 2003) & State of Practice in Highway Access Management (NCHRP 404, 2011).

The spacing conclusions for signalized and unsignalized intersections off West Belt Loop did not have a significant impact upon the traffic analyses for this study. But they have been identified as land uses and development will need access in the future off-corridor, and access guidelines for intersecting roadways can assure adequate operations while maintaining acceptable traffic operations and safety. Methods

regarding how properties can access interconnecting roadways in order to access West Belt Loop are also provided within Appendix A.

## 2.3 TRAFFIC IMPACT STUDIES AND INFRASTRUCTURE DEVELOPMENT

A traffic impact study is an analysis that quantifies the impacts of a residential, recreational, institutional, and/or commercial development proposal upon traffic and transportation conditions within a finite study area, and recommends improvements or strategies to offset these impacts as necessary. State and local agency officials would rely heavily on the TIS to identify the traffic and transportation impacts of a land use proposal within context to West Belt Loop (and this Study), and determine what mitigation may be needed to minimize impacts to the corridor and its interconnecting arterials. This would include the identification of frontage improvements and/or participation in the advancement of West Belt Loop widening, the construction of interconnecting arterials and frontage roads, and/or the development of future intersections along the corridor.

The scope and study area of the TIS is established at the discretion of State or local land use jurisdiction officials. The TIS submittal should occur prior to and be approved early on in the development permitting process. Developer mitigation will be assessed based upon the conditions outlined in these studies. The construction of developer improvements or the agreements for improvement participation should be conditioned and bound to the development project prior to the issuance of land use, building, occupancy, or access permits.

Mitigation participation, as defined by a TIS, may be required under the following conditions.

1. The developer proposes a land use action along West Belt Loop facilities that have yet to be developed,
2. The project causes the degradation or participates in the further degradation of an intersection or roadway projected to function below operational or capacity standards,
3. When special studies (sight distance, queuing, speed studies, etc.) identify the need for improvements outside of those planned/designed for the corridor, or
4. When a jurisdiction is already in the process of collecting improvement/mitigation fees to help fund project improvements for the corridor.

Typically, the applicant can expect one or more of the following as mitigating measures:

- ◇ **Frontage Improvement:** Frontage improvements provide the opportunity to progress road and pedestrian facilities in a manner consistent with planning and design efforts. Frontage improvements would extend along arterials within property boundaries and can include, but would not be limited to, road improvements, sidewalk construction, bike lanes, parking lanes, and landscape buffers.
- ◇ **Direct Mitigation:** Direct mitigation is intended primarily to offset the significant and specific impacts of a development project as a result of project trips causing a high trip impact beyond what was identified for planned facilities, or to mitigate specific design issues identified by a TIS.
- ◇ **Partial Mitigation.** The State or land use jurisdiction may allow an applicant to participate proportionately with other applicants and/or other public entities to construct improvements that are not exclusively the responsibility of any single applicant or entity. Such participation would be assessed through a fair mitigation fee system, or the project's proportionate share of an improvement can be determined through a TIS. A typical method is dividing project trip assignments along a roadway section or at an intersection by total

projected volumes, projected on a weekday basis (preferred) or via some weighted comparison of peak hourly volumes where daily counts/projections are insufficient. Land values, resulting from actions such as frontage dedication, can be counted as a part of the proportionate contribution. No “pay-back” would occur if a frontage dedication value exceeds a proportionate impact, as an agency lacks the mechanisms for such reimbursement.

The TIS and typical mitigation measures have been identified as transportation improvements will be needed within the influence area of West Belt Loop, with development being a principal reason for these needed improvements. Mitigation strategy recommendations have been provided herein. Also, all traffic impact studies should reference the West Belt Loop Corridor and Access Study as this: 1) identifies the location of intersections and driveways along the corridor, 2) provides design guidance for interconnecting arterial and driveway location and design, and 3) offers guidance on accessing properties between ½ mile West Belt Loop intersections (so that properties are not land-locked).

### **2.3.1 Levels-of-Service Thresholds**

Traffic operations and capacity are currently quantified by the roadway and intersection levels-of-service (LOS) methodologies of the Highway Capacity Manual (TRB, 2010). The premise is generally that operations and capacity are limited or unacceptable, representing congestion, when LOS are under certain thresholds or acceptable when above.

WYDOT policies and local industry practice dictates that LOS C standard be maintained for highways such as West Belt Loop. Intersection operations are normally acceptable at LOS D and above. Mitigation parameters described above would be triggered if a traffic study or TIS find that LOS falls below these respective corridor and intersection operational thresholds.

## **2.4 WEST BELT LOOP INTERSECTION LOCATIONS**

As indicated previously, WYDOT officials are currently in the process of constructing two-lane West Belt Loop between State Highway 220 and State Highway 20 west of Casper. The design stationing for the project begins at the south end of the corridor at STA 100+88 and ends to the north at STA 479+50, extending 37,862 feet or 7.17 miles. Along the corridor there is only the Robinson Road intersection at STA 423+45 that could not be relocated as it is programmed and being constructed now. There are currently 24 permitted private access points along the corridor that would remain until such time that adjacent properties were to develop; at which point, access points would be eliminated in favor of the master corridor access plan. A summary of access breaks currently permitted along the West Belt Loop is shown on Figure 3.

Future intersection locations were established based on guidelines discussed above. Topography and water resource (wetlands) challenges dictate that some intersections were located within reasonable proximity of the set ½-mile intervals. Figure 4 provides the recommended locations for the 13 intersections along the corridor. The map figure identifies alignment alternatives for primary intersecting roadways used to promote regional circulation between West Belt Loop and Natrona County, the City of Casper, and the Town of Mills; specifically including two alignment alternatives for Trevett Lane. Again, it is the intent that specific properties be accessed through frontage roads, reverse frontage roads, and backage roads that extent from the arterials and roads proposed to intersect with West Belt Loop at the 13 intersection locations. Direct access to/from a single property off West Belt Loop is not recommended or anticipated.

Included in the scope of this Corridor Study is the evaluation of the extension of Trevett Lane to West Belt Loop. Agency officials are interested to know if it is feasible to extend the roadway through challenging terrain on the north side of the North Platte River. Appendix B includes a write up on the preliminary route study.

This intersection plan and preliminary roadway system map was developed as follows:

1. In accordance with the WYDOT Access Manual and as described above, half-mile spacing was determined for nearly 7.2 miles of West Belt Loop, denoting potential access locations along the two lane arterial. In addition, 1-mile spacing was selected for major arterial connections recognizing the future need for a four-lane divided highway. The half mile and mile spacing identified by the WYDOT Access Manual were the principal and guiding factor for the corridor, as the environmental document designates the roadway as a limited access primary arterial.
2. The primary purpose for construction of West Belt Loop, as defined in the 2004 Environmental Assessment's purpose and need statement is to relieve congestion on existing arterials by providing a bypass route west of Casper. Facilitating higher speeds along the future corridor is a significant benefit in the efficient movement of pass-through traffic. In addition, the corridor must provide connectivity to existing and future area land uses. The balance of these two features must consider motorized and non-motorized safety.
3. The most likely locations for east-west and north-south connectivity from West Belt Loop to existing local arterials are identified on Figure 4. At this planning stage, it is assumed that the transportation grid system will consist of minor arterial and collector roadways. Considerations for the transportation mobility system included topography, existing land use, and environmental features. Projecting the future regional mobility needs assisted us in defining critical intersection locations.
4. A review of land use and individual property owner access needs resulted in the provision of intersections on principally the half mile spacing. It was the intent that each significant developable zone was provided one access, if not two access points if an area designation extended over one-half mile along West Belt Loop. Likewise, access to individual property holdings, including existing residences, was considered in the intersection evaluation. A detailed discussion of the Transportation Assignment Blocks is included in Section 3.1.

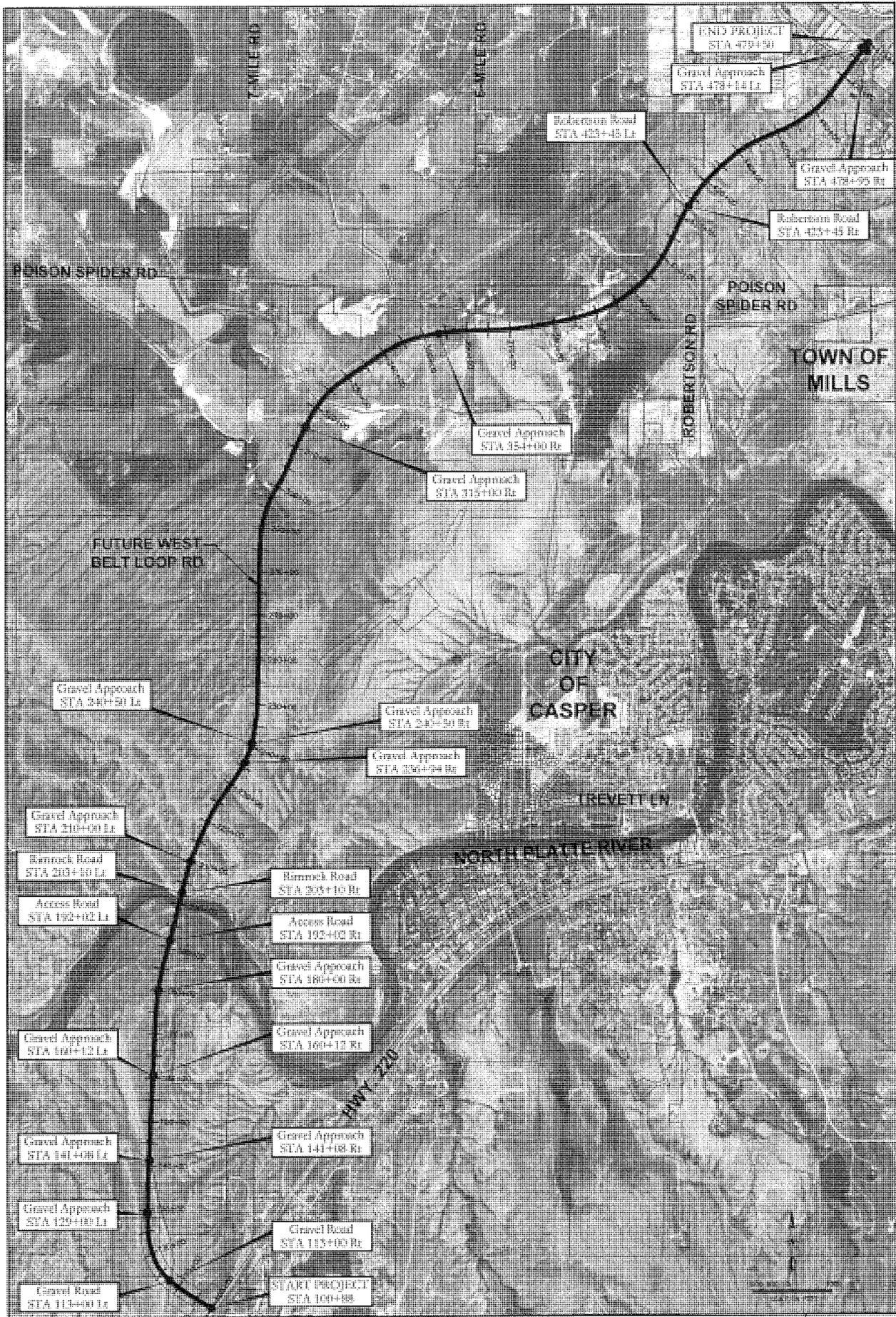
Following Table 4 is a summary of each intersection and its primary purpose and connectivity. Shown is the intersection identifier, the proposed stationing of the intersection, definition of access type and likely controls, and a description of anticipated purpose.

## **2.5 DIRECT PROPERTY ACCESS**

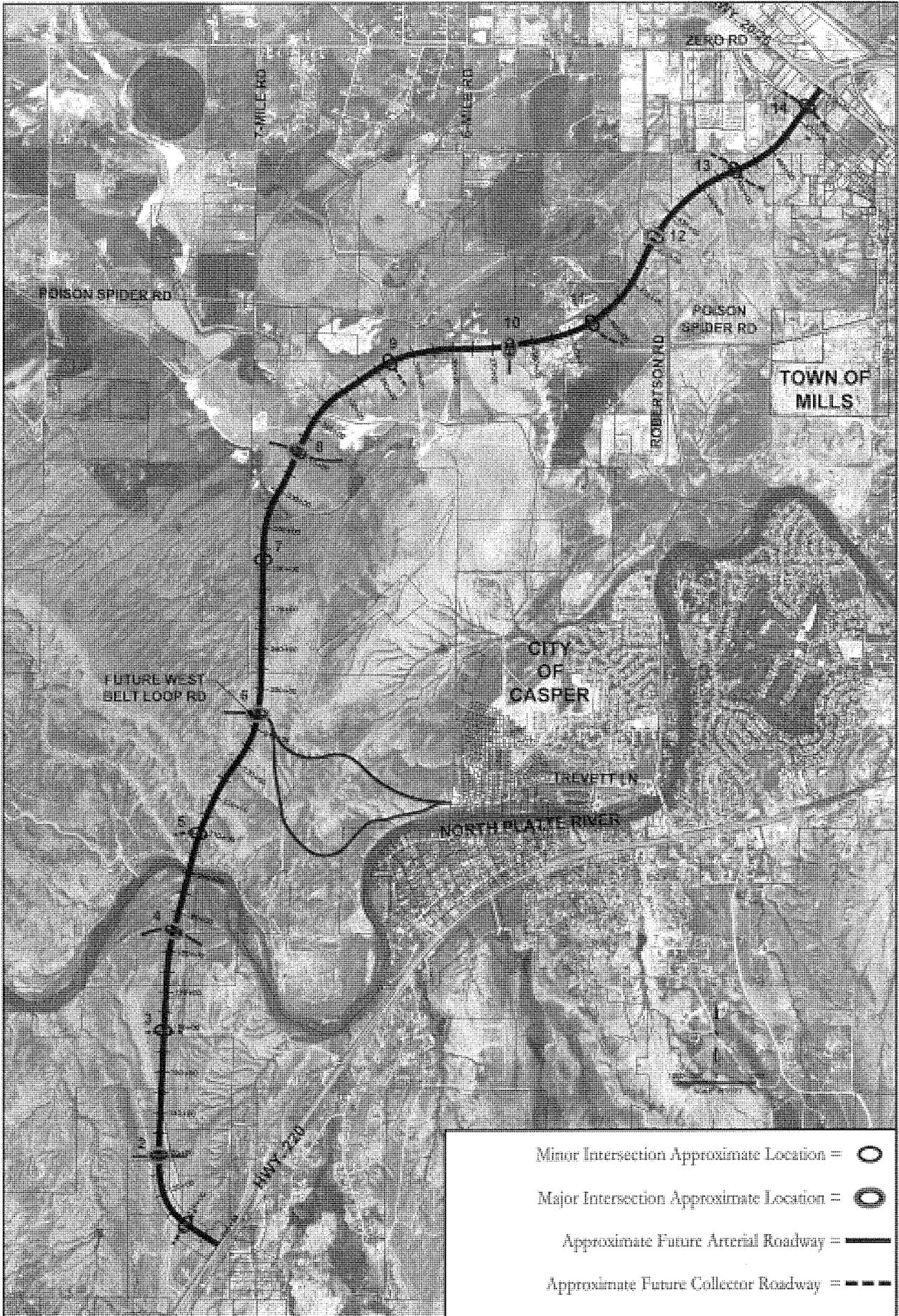
Wyoming Statutes (W.S.) 24-6-101 through W.S. 24-6-111, entitled "Chapter 6 – Access Facilities", defines laws pertaining to property access and also grants access authority to the Wyoming Department of Transportation (WYDOT) officials and local jurisdictions for highways, arterials, and roadways. These laws are further explained and elaborated upon in "Chapter 13, Access Facilities" of WYDOT Rules and Regulations. These laws and regulations fundamentally govern access conditions along West Belt Loop. Essentially, regulations confirm that private properties abutting West Belt Loop have rights to access so long as no other reasonable access is available (i.e. properties are "land-locked") by way of connections such as arterials, collectors, private roads,

frontage roads, backage roads, or service roads. WYDOT officials have the authority to restrict access spacing to 660 feet, regardless of property location, where right-in and right-out movements only can be allowed. A stipulation is WYDOT officials have the authority to eliminate any access, regardless of property location and spacing, in order to preserve safety for the majority or roadway users.

In order to preserve the access rights of existing and land-locked property owners, WYDOT officials previously granted 24 “temporary” access permits along West Belt Loop. WYDOT and other local jurisdiction officials will work to promote an arterial and street network that provides access to these land-locked properties in the future so existing temporary access can be restricted and/or eliminated over time. Furthermore, as properties subdivide and develop in the future, it is anticipated that local land use officials will require that secondary access be developed to properties. This will assure no direct connections, be it temporary or otherwise, will be promoted to West Belt Loop outside of the 13 intersections specified by this report. Thus, it is the goal that direct property access is discouraged along West Belt Loop and that only community access be secured through the 13 intersections pre-approved by WYDOT officials.



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			<p>DATE: <u>        </u></p>		
<p>© 2014 Morrison Maierle, Inc. All rights reserved. Planning for tomorrow, one day at a time.</p>			<p>CLASSIFIED</p>		<p>PROJECT NUMBER: <b>FIG. 3</b></p>



- Minor Intersection Approximate Location = ○
- Major Intersection Approximate Location = ⊙
- Approximate Future Arterial Roadway = ———
- Approximate Future Collector Roadway = - - - -

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PROJECT: WEST BELT LOOP

CHECKED BY: [ ]  
 DESIGNED BY: [ ]  
 DATE: 08/01/00

WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN

CASPER, WYOMING

RECOMMENDED INTERSECTIONS

PROJECT NO.  
 144000000014

FIGURE NUMBER  
**FIG. 4**

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<b>Table 4. West Belt Loop Intersection Location Summary &amp; Justification</b>		
<b>Intersection Number</b>	<b>Location/Intersection Selection Criteria and Primary Purpose</b>	<b>Transportation System Connectivity</b>
1	(Station 110+00) Right-in/right-out accessing future adjoining commercial businesses on both sides of West Belt Loop Road. Provides an access to existing subdivided residential properties.	Local minor access intersection to collector road system. Right in/right out only required for safety purposes
<i>1900 feet (0.4 mile) spacing between Intersections</i>		
2	(Station 129+00) Major Intersection - Located at a currently permitted intersection. Provides full movement access to local businesses and residential properties. Would also facilitate U-turn movement for access to businesses between Highway 220 and this intersection	Major access intersection via local collector road system
<i>3112 feet (0.6 miles) spacing between intersections</i>		
3	(Station 160+12) East/West access to local properties at an existing permitted intersection.	Local minor access intersection to collector road system
<i>2640 feet (0.5 miles) spacing between intersection</i>		
4	(Station 186+52) East/west access to developable residential properties on the south bank of the river.	Major access intersection via local collector road system
<i>2348 feet (0.44 mile) spacing between intersections</i>		
5	(Station 210+00) Perpetuate the existing west side right-in/right-out access approach. Provides access to Rimrock Road.	Local minor access intersection. Right in/right out only required for safety purposes.
<i>3300 feet (0.62 miles) spacing between intersections</i>		
6	(Station 243+00) Major Intersection - Ideally located to connect with Trevett Lane. Also provides regional mobility to future residential property to the west. Located north of the Oregon Trail Turnout – requires frontage road connection between turnout and future Trevett Lane, i.e., eliminates access to West Belt Loop and improves safety.	Major access intersection to minor arterial road system
<i>3690 feet (0.75 miles) spacing between intersections</i>		
7	(Station 282+60) East/west residential property access to future developable properties.	Local minor access intersection to collector road system
<i>2805 feet (0.53 miles) spacing between intersections</i>		
8	(Station 310+65) Major Intersection – Located north of the existing wetlands. This location provides connectivity to the east and would connect in with Robertson Road; The alignment could tie into Poison Spider Road at Robertson Road. The intersection provides connection to land uses east and also to Seven Mile Road	Major access intersection to minor arterial road system
<i>3334 feet (0.63 miles) spacing between intersections</i>		
9	(Station 344+00) East/west residential property access to future developable properties.	Local minor access intersection to collector road system
<i>2645 feet (0.50 miles) spacing between intersections</i>		
10	(Station 370+45) Major Intersection – Located immediately northeast of the Oregon Trail Irrigation Drain ditch. The intersection provides access off of the south side of West Belt Loop. The intersection provides regional connectivity to the south.	Major access intersection to minor arterial road system

<b>Table 4 (Continued). West Belt Loop Intersection Location Summary &amp; Justification</b>		
<b>Intersection Number</b>	<b>Location/Intersection Selection Criteria and Primary Purpose</b>	<b>Transportation System Connectivity</b>
<i>2640 feet (0.50 miles) spacing between intersections</i>		
11	(Station 396+85) Local access to future developable properties south and east of West Belt Loop. A northerly connection to realigned Poison Spider Road is not advised from this location. The intersection could tie into the dead end section of Poison Spider Road east of West Belt Loop.	Local minor access intersection to collector road system
<i>2640 feet (0.50 miles) spacing between intersections</i>		
12	(Station 423+25) Robertson Road Intersection	Major access intersection to minor arterial road system
<i>2660 feet (0.50 miles) spacing between intersections</i>		
13	(Station 449+85) Local access to future light industrial developments	Local minor access intersection to collector road system

INSERT TAB SHEET SECTION 3

### 3 LAND USE AND TRAFFIC FORECASTING

A traffic analysis was prepared to determine the intersection and lane capacity needed to support forecast traffic volumes. This section describes the land use assumptions developed for this Study in order to prepare traffic forecasts and the capacity analysis.

#### 3.1 LAND USE SUMMARY

Land use information was established along the influence area of the corridor. This influence area generally extends ½-mile to the west and ¾ mile to the east, encompassing the properties most likely to derive access (via frontage, reverse frontage, and backage roads) and generate traffic along the length of West Belt Loop. Overall, 5,040.9 acres of property was designated within the influence area of the corridor.

Five general land uses were developed for this study. The land use assumptions were purposely kept general so they could be easily integrated into local land use policy, yet are also specific enough as to provide for corridor trip generation estimates as described in the next section. Likewise, the land uses are conservative for the purpose of estimating the highest range of land density and corresponding traffic generation potential. The intent of this land use projection is not to artificially bump up traffic generation projections; it is standard traffic engineering approach to estimate the highest “reasonable” land use densities based on demographic, geopolitical, and topographic indicators. The land use projections presented here are meant to represent a plausible and rational evolution of growth westward from the communities and around the road corridor itself.

Figure 5 highlights these land use development areas. A description of each land use, density information used for the purpose of traffic estimation, is summarized as follows:

**Open Space.** The project corridor includes un-developable property along the north side of the North Platte River and historically significant lands related to the Red Buttes Battlefield and cemetery. These areas exclude any trip generation estimates in the transportation model.

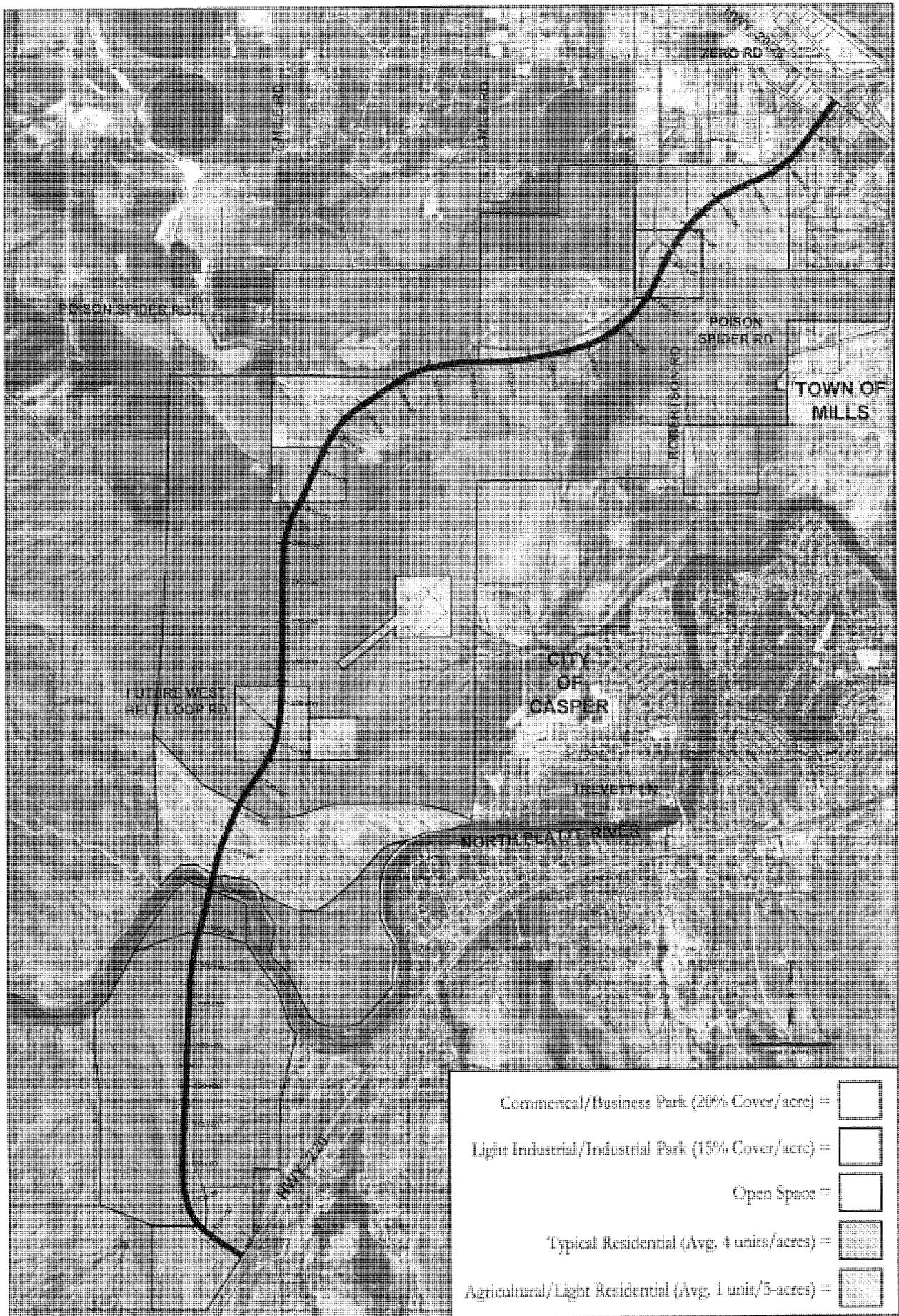
*Approximately 396.3 acres was designated as open space within the influence area of the West Belt Loop.*

**Typical Residential.** This land use designation is anticipated to be the predominant development along the corridor at full build out of the area. This land use assumes an average density of 2.5 units per acre, which is typical of developed residential projects throughout the region. As shown, these residential areas are located in relatively level terrain (less than 10% grade) that could be served by public utilities. The land is highly buildable and can be developed using conventional subdivision street layouts.

Along the south and north side of the North Platte River, the river front properties would usually be developed at lower densities (i.e., one-half to full-acre lots) with corresponding lower traffic generation. For the purposes of this study, we have taken a more conservative approach by designating these properties at typical residential densities.

*There were 3,056.4 acres designated to this land use for this study, which results in a total of 7,641 total single family homes.*

**Light Residential and Agricultural.** The area south of the river located on slightly steeper terrain (10% - 25% slopes) as well as a large portion of the existing platted Grand View Acres Subdivision are assumed to develop at a range of 1 unit per one to



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	PROJECT NO. <u>   </u> SHEET NO. <u>   </u>		
	CITY OF CASPER		
	COUNTY: <u>   </u>		

WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN		WYOMING
PROPOSED LAND USE		

PROJECT NO. SHEET NO.
<b>FIG. 5</b>

BY CONTRACTOR'S REPRESENTATIVE AND BY THE CITY ENGINEER OR AS SHOWN BY THE CITY ENGINEER

five acres, depending upon location. The likelihood of higher density development is limited by topography and the current land uses being developed in the subdivision.

*There were 393.5 acres designated to light residential for this Study, which represents 277 single family homes dispersed through these areas.*

**Light Industrial/Industrial Park.** Shown in green, industrial land uses are primarily projected along the northern terminus area of West Belt Loop, adjacent to properties of similar character. The projected nature of these areas reflects those of an industrial park which contain a mix of manufacturing, warehouse, service, and light office facilities. A 15 percent average building coverage rate, meaning the area the building occupies per acre, is anticipated within these areas. This building coverage rate is somewhat reduced from typical and similar industrial park projects given varied topography and other inhibiting factors.

*Approximately 621.8 acres were designated for industrial uses within the influence area of the West Belt Loop Corridor, which represents 4,062.8 thousand square-feet (ksf) of total potential building area.*

**Commercial/Business Park.** The orange areas represent projected commercial land uses along the West Belt Loop corridor. These areas are projected to include a mixture of office, service retail, general retail, and commercial businesses. Aggregated primarily around major study intersections, it is anticipated that buildings would occupy an average of 15 percent total ground coverage in designated areas. This building coverage rate is somewhat reduced from typical and similar business park projects given varied topography and other inhibiting factors.

*There were 572.9 acres designated to commercial land uses along the corridor, which calculates to about 3,743.8 thousand square-feet (ksf) of total potential building area.*

These five general categories forecast the location and general characteristics of land use development along West Belt Loop corridor. In addition, they were developed to help establish higher priority access/approach connectivity needs, and as a basis for developing trip/traffic projections in conformance with national designations and methodologies. As these land uses were developed independently, they do not necessarily conform to the land use or zoning codes of Natrona County, the City of Casper, or the Town of Mills and would need to be refined or reclassified prior to adoption in local planning documentation. They do however provide a realistic approach to density development estimation and trip generation estimates for this type of study/plan.

### 3.2 ASSUMPTIONS AND LAND USE DEVELOPMENT

*Initial Assumptions:* As has been stated previously, in order to successfully forecast future traffic generation estimates, identify precise locations for future intersections, and to generate corridor-specific access control standards, it was necessary to analyze what the likely future land uses along the West Belt Loop corridor would be. While strict land use regulations from Natrona County and the adjacent communities could force specific land uses and access controls, that scenario was not the intent of the land use projections.

An initial focus of the study was to review access control options by looking at land use projections ½ to ¾ mile on either side of the Belt Loop corridor. It quickly became obvious that that was too narrow of a focus, particularly on the east side. As a consequence, likely land uses connecting back to the existing corporate boundaries were considered, along with the ancillary road corridors needed to facilitate them.

The section of Wyoming State land located in the center of the analysis area was also included in the future land use assessment. It was assumed that a significant portion of the property (not including the areas related to the Red Buttes Battlefield) would be a candidate for development, at some point in the future.

The land use projections were based on likely outcomes using the analysis factors noted below, and were not based on an inventory (needs and surpluses) of land use categories in the broader community.

Land Use Projection Methodology: In general terms, the physical, political and cultural “landscapes” were taken into account in the process of developing the land use projections. Initial land use forecasts and intersection locations were produced based on review of available information, which included: the WYDOT West Belt Loop road plans, terrain and topographic characteristics, aerial photographs, existing land uses, wetland locations, utility maps, ownership records, existing land use planning and zoning documents, ½ mile intersection spacing, and opportunities for logical extensions of existing roads. These initial projections were then “ground truthed” by a site visit, which also produced a library of site photographs. This library of photographs became invaluable later on when fine tuning the intersection locations.

After adjustments to the initial land use projections based on the first site visit, the modified plans were presented for comment during a series of meetings with public officials and landowners. Section 7 describes the property owner coordination and public involvement process. The consultant attempted to meet with all property owners adjacent to the corridor. Land owners and the public were invited to three public meeting held throughout the project development.

After the first round of public comments, the preliminary land use projections and intersection locations were modified. In addition to comments from the public, more site specific information became available, which was also incorporated into the final recommendations. The additional information included: more precise information about the location and heights of power lines and utility easements, likelihood of access to public water and sewer service, better definition of wetland areas and sites with challenging soil conditions, view-shed considerations, review of proposed highway elevations versus existing ground levels (looking for practical intersection opportunities), analysis of alternate routes for extensions of existing roadways, and review of lands that are seemingly well suited for open space uses (such as overly steep terrain and land that is culturally sensitive, specifically the Red Butte Battlefield and cemetery).

In reviewing opportunities for road connections back to the existing street networks in Casper and Mills, several things become apparent. First, north of the North Platt River, a standard east-west, north-south street grid will be difficult to implement over the entire area because of terrain. However, the area is suited to curvilinear road systems and there are multiple opportunities to make acceptable connections as was discovered when analyzing options for connecting Trevett Lane to West Belt Loop. Next, if these connections are to be made in the future, it will be important that the County and communities of Casper and Mills plan ahead in order to reserve the corridors. South of the North Platt River, there are few opportunities to tie back to existing roads because of the paucity of existing roads and terrain limitations.

While these land use projections were tasked with reviewing intersection opportunities at ½ mile intervals, good highway planning dictates that a one mile interval produces a more optimal spacing to accommodate land access while preserving the ability to move through traffic efficiently. As a consequence, the intersection locations were reviewed with the idea in mind that

some would be full access and likely signalized in the future. Depending on regional growth and traffic generation, other intersections at the ½-mile spacing (i.e., between major intersections) will likely need to be limited access controlled, i.e., right-in, right-out only. The suggested full access locations have been referred to as “major intersections”, the limited ones as “minor intersections”. Obvious relationships of intersection spacing to land use projections are the resultant need for frontage roads and the creation of commercial opportunities at major intersections.

*Density and Compatibility Assumptions:* Residential densities for the bulk of the area north of the North Platt River were assumed to be low density, single family residential and assigned a density of 2.5 dwelling units per gross acre. The reasoning for this density assignment is that there will be a high level of inefficiency because of terrain characteristics, parkland needs, rights-of-way, drainage ways, wetlands and existing utility corridors. For similar reasons an even lower density factor was assigned to the residential areas south of the North Platt River (below the Rimrock hillside). Irrespective of how accurate these density assumptions prove to be, the objective was to generate realistic traffic projections for how the Belt Loop road will be impacted by future traffic.

Compatibility of adjacent land use was a factor in projecting future land uses along the corridor. The projections looked to extend the existing industrial/commercial trend on the north in locations that have (or will have) good road access. However, because of terrain and the separation created by the Belt Loop itself, there is an opportunity to create more residential land southeast of the road, as an extension of existing residential uses in the town of Mills.

As the amount of residential properties in the area expands, there will be a parallel need for retail and service commercial areas. A reasonable land planning approach is to designate new commercial land at the major intersections and/or adjacent to existing commercial. By suggesting future commercial at the major intersections, several planning objectives are advanced: the surrounding residential areas have convenient access to commercial opportunities in a reasonable distance, residential neighborhoods can be buffered from high traffic intersections, and the commercial uses have better exposure to through traffic customers.

Assuming a high volume of traffic that will use the intersection of the Belt Loop and Highway 220, it is concluded that the corner parcels surrounding the future major intersections will develop as commercial properties. The marketability of these high visibility travel nodes will naturally attract customers to the commercial land uses. At the South and north ends of the West Belt Loop corridor, commercial uses would gravitate to pass-thru clientele such as truck and other motor vehicle services. In areas that would develop as medium and high density residential, commercial properties tend to focus on regional or neighborhood needs (e.g., markets, services, convenience stores, etc.).

INSERT TAB SHEET SECTION 4

## 4 TRIP GENERATION AND TRAFFIC FORECASTS

This section describes the trip generation, assignments, and traffic forecasts developed for this study in order to prepare the West Belt Loop capacity analysis.

### 4.1 TRIP GENERATION

Trip generation was projected using the methods outlined in the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (9<sup>th</sup> Edition, 2012). The *Trip Generation Manual* is a nationally recognized method for forecasting trip generation for a range of commercial, retail, institutional and residential land uses. The forecasting methods provided in the Manual are developed based on the survey of other land use developments located in the United States.

Trip generation was determined using rates that equate traffic to the number of residential dwelling units. A summary of the ITE Codes associated with study land uses for this project are described as follows:

**Residential (Single Family) – Land Use Code 210.** These include *“all single family detached homes on individual lots.”* As indicated, single family homes were assumed at 1 unit per one to five acres in the case of the Agricultural/Light Residential land use of this study and 2.5 units per acre in the case of the Typical Residential study land use.

**Industrial Park – Land Use Code 130.** These include *“a number of industrial or related facilities. Characterized by a mix of manufacturing, service and warehouse facilities.”* As indicated previously, industrial buildings are assumed to occupy 15 percent of each acre of property identified for this study land use.

**Business Park – Land Use Code 770.** These *“consist of a group of flex-type or incubator one- or two-story buildings served by a common roadway system. The tenant space is flexible and lends itself to a variety of uses.....offices, retail and wholesale stores, restaurants, recreational areas and warehousing, manufacturing, light industrial, or scientific research functions”* As indicated previously, commercial buildings are assumed to occupy 15 percent of each acre of property identified for this study land use.

There is a total of 5,040.9 developable acres highlighted by the study land use plan. About 68-percent of this total area was designated light and typical residential, 12-percent industrial park, 11-percent Business Park, and 8 percent open space.

The attributes formerly discussed, regarding the assignments of homes per acre or building area per acre was assigned to these land use areas. Trip generation was then determined by comparing the ITE rates with land use distinctions, resulting in trip totals for the typical weekday and PM peak hours of the typical weekday. A summary of total trip generation is provided on Table 5 below for the entire influence area of the corridor, assuming full land use development. It is important to note that full build out of the area around West Belt Loop is not likely to occur until well after the 2040 study horizon. However, it is vital that this study consider the ultimate “potential” build out of the area. The local agencies need to plan and provide an intersection location plan that will efficiently serve the community well into the future.

<b>Table 5. Total Trip Generation, Full Build Land Uses for West Belt Loop</b>					
Land Use	Acres (Units) <sup>1</sup>	Weekday Trips	PM Peak Hour Trips		
			In	Out	Total
Light Residential	393.5 (277 sfu)	2,650	175	102	277
Typical Residential	3056.4 (7,671 sfu)	73,050	4,833	2,838	7,671
Light Industrial/Industrial Park	621.8 (4,063 ksf)	27,750	726	2,728	3,454
Commercial/Business Park	572.9 (3,744 ksf)	46,550	1,228	3,491	4,719
Open Space	396.3	0	0	0	0
<b>Total Trips</b>	<b>5,040.9</b>	<b>150,000</b>	<b>6,962</b>	<b>9,159</b>	<b>16,121</b>

Source: ITE Trip Generation Manual (9th Edition)  
 1. Units are identified as sfu = single family units or ksf as thousands square-feet.

As shown on Table 5, a total of 150,000 weekday trips would be generated within the region. About 16,121 trips would be generated during the PM peak hour. Overall, about 1.8 percent of daily trips are generated by light residential land area, 48.7 percent with the typical residential homes, 18.5 percent by industrial uses, and 31.0 percent by commercial/business uses.

These traffic projections represent the total traffic generated by fully built and occupied land uses within the influence area of West Belt Loop. Not all of this traffic will necessarily use the corridor to access the region; as many trips are internal trips or will use other routes to access the area (e.g., Robertson Road, Poison Spider Road, Trevett Lane, etc.).

#### 4.1.1 Year 2040 Trip Generation

Year 2040 trip generation was developed in order to match the current planning horizon of the Casper MPO; therefore allowing intermediate improvements to be programmed with regional and local transportation plans and policy. Officials with Natrona County are in the process of updating comprehensive land use plans for the region in coordination with planners from KLJ Consultants; with results used to help State and local agencies plan development growth and policy. As such, KLJ served as a resource to determine the composition of land uses likely to develop over 26 years along the influence area of West Belt Loop. Summary land use assumptions for year 2040, as determined in coordination KLJ Consultants, includes:

**Open Space.** *Up to 15 acres of open space could be promoted by year 2040 within developable areas of the West Belt Loop influence area.*

**Light Residential and Agricultural.** *About 220 acres and 220 single family homes were assumed for the year 2040 analysis.*

**Typical Residential.** *A total of 200 acres was assumed for development by year 2040; resulting in a total of 500 single family homes.*

**Light Industrial/Industrial Park.** *Approximately 400 acres was assumed for development by year 2040 calculates to 2,613.6 thousand square-feet (ksf) of total potential building area.*

**Commercial/Business Park.** There were 415 acres assumed for development by year 2040, which represents about 2,744.5 thousand square-feet (ksf) of building area.

Year 2040 trip generation was then determined based on the land uses and methodologies described previously. A summary of resulting total trip generation is summaries in Table 6 for the assumed developable area of West Belt Loop.

Table 6. Total Trip Generation, Intermediate Year 2040 Land Use Development					
Land Use	Acres (Units) <sup>1</sup>	Weekday Trips	PM Peak Hour Trips		
			In	Out	Total
Light Residential	220.0 (220 sfu)	2,100	139	81	220
Typical Residential	200.0 (500 sfu)	4,750	315	185	500
Light Industrial/Industrial Park	400.0 (2,613.6 ksf)	17,850	466	1,756	2,222
Commercial/Business Park	415.0 (2,744.5 ksf)	34,130	901	2,560	3,461
Open Space	15.0	0	0	0	0
<b>Total Trips</b>	<b>1,250.0</b>	<b>58,830</b>	<b>1,821</b>	<b>4,582</b>	<b>6,403</b>

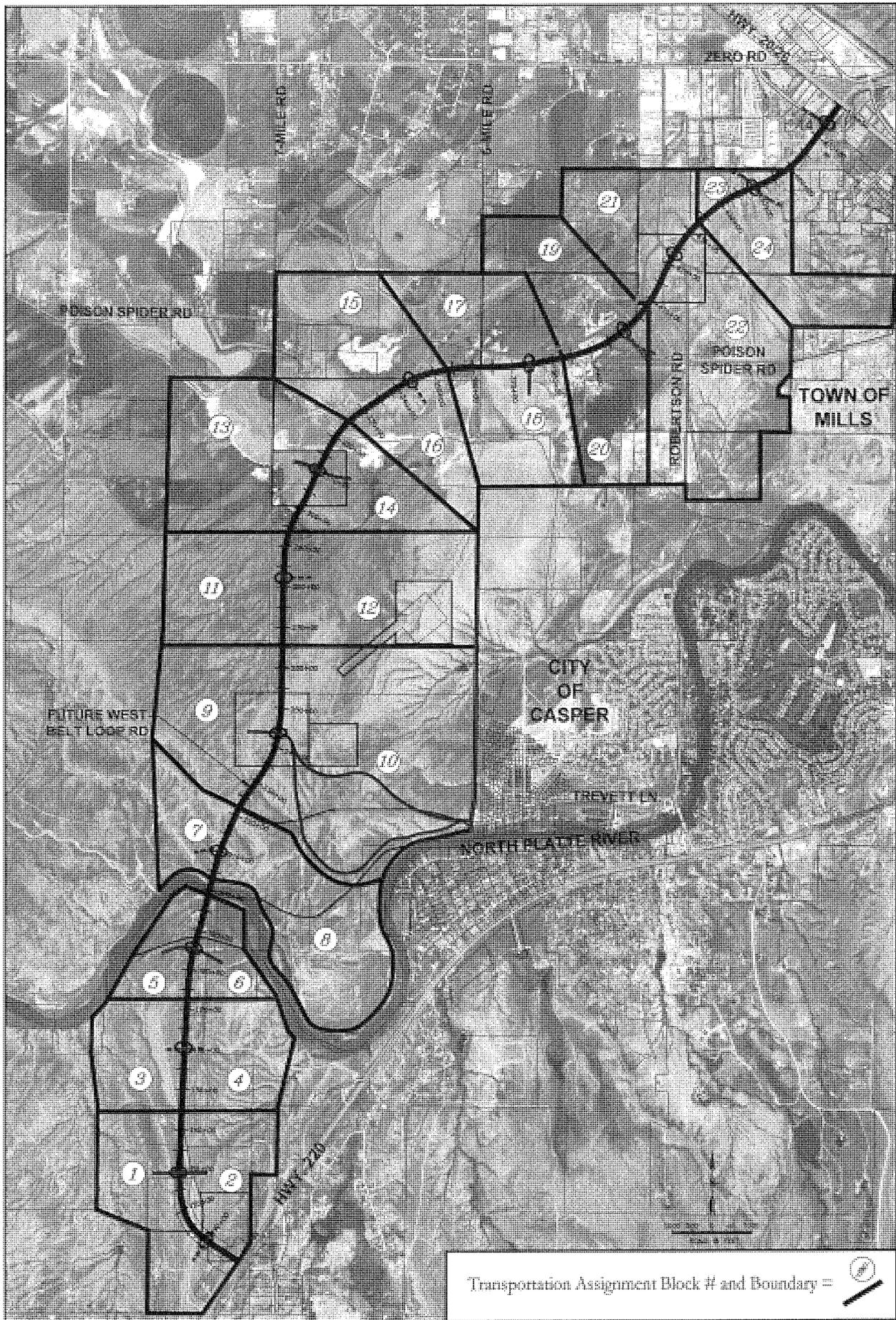
Source: ITE Trip Generation Manual (9th Edition)  
 1. Units are identified as sfu = single family units or ksf as thousands square-feet.

As shown, a total of 58,830 weekday trips would be generated along the West Belt Loop by year 2040. Peak hour traffic generation is estimated to be 6,403 trips during the PM peak hour.

#### 4.2 INTERNAL TRIP CAPTURE, EXTERNAL TRIPS, AND BLOCK ASSIGNMENTS

For this project, the land uses and trips projected along West Belt Loop were aggregated into 24 transportation assignment blocks (TABs). These blocks represent the land use area and corresponding trips most likely to be served by an intersection(s) or approach(s) located along West Belt Loop. For instance, TAZ block 1 is projected to contain both commercial/business park and light residential land uses. This area is most easily and likely accessed by the approaches located near stations 110+00 and 125+00. The trips associated with these land uses are expected to use these approaches to access West Belt Loop. The “Transportation Assignment Block” map is shown on Figure 6. Again note direct access to West Belt Loop is not proposed for each TAB, rather traffic would converge at these intersections following access to interconnecting roadways via frontage roads, reverse frontage roads, and backage roads.

Through these TABs, the varying impacts of land use traffic can be predicted at various locations along the 7.2 mile corridor. Trip generation was estimated for each of the 24 blocks based on the methodologies described earlier, resulting in total trip potentials as defined in Table 5 and Table 6 for the “full build” condition and year 2040. However, not all of these trips defined in these tables would be assigned to West Belt Loop. Internal trip reductions must be addressed, and then the trips that would be assigned externally to roadways outside of West Belt Loop would be projected, before trips can be assigned to the corridor. This section describes these traffic diversions prior to forecasts being provided for West Belt Loop.

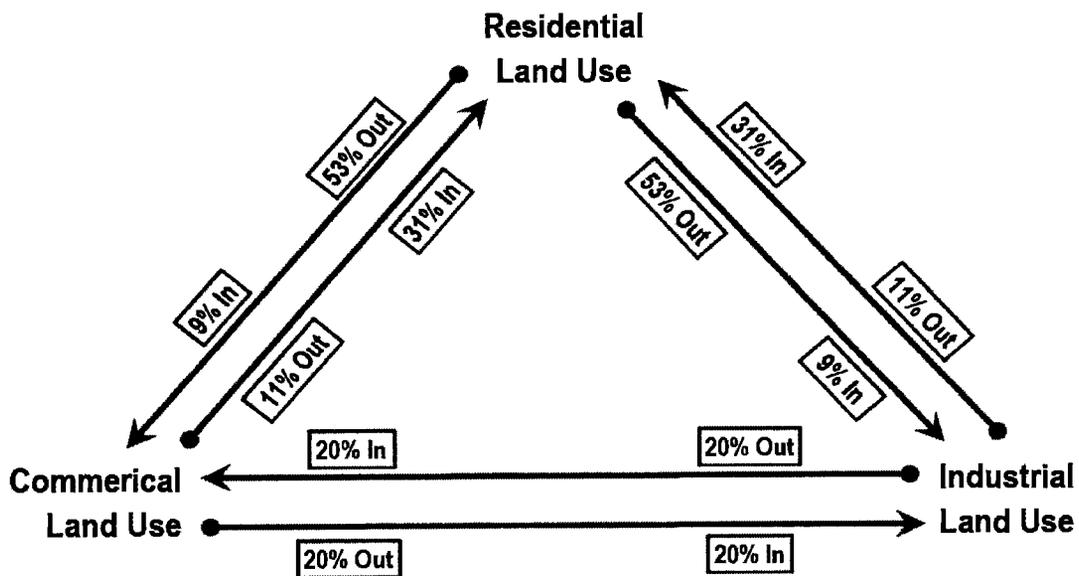


### 4.2.1 Internal Trip Capture

An internal trip is one that occurs between land uses, typically traveling off the principal roadway network through parking lots or on local streets system to access other developments. Internal trip capture is usually applied as a reduction to total trip generation. However, the requirement is there has to be some synergy between land uses in order to apply this reduction. For instance, there are minimal opportunities to apply internal trip capture between two residential land use developments as they are similar in service/function. However, there are opportunities to address internal trip capture between residential properties with work, commercial, and/or service-based land uses as interaction between these uses is common during a typical travel/week day.

One such example may be a homebound work commuter who uses an arterial to access a shopping center where a gym, grocery store, and restaurant is visited through a shopping center parking lot, and then the commuter uses local streets to travel home. This activity may represent four separate trips to each specific land use (i.e. gym, grocery, restaurant and home), but it represents the impact of one trip to arterial streets and this is why internal capture should be determined for shopping centers, urban villages, or new neighborhoods where multiple land uses served by a common arterial system would be located.

As such, internal capture was determined between the general residential, light industry/industrial park, and commercial/business park land uses reviewed for West Belt Loop within each TAB. The ITE Trip Generation Handbook (2<sup>nd</sup> Edition, 2012) outlines the current methodology used to estimate internal trip capture reductions between land uses. Inbound and outbound capture rates are provided for each land use pair. The maximum potential capture is estimated from total trips on an individual land use basis, the individual trip potentials are compared, and then the lower trip total is taken as the trip capture between land uses. If there are more than two land uses being reviewed, then this comparison is repeated and trip capture potentials are combined between land use pairs. The following Figure 7 graphic shows the inbound and outbound internal trip reduction rates for the PM peak hour, as based on the land use pairs reviewed for this study.



**Figure 7. Internal Trip Capture Distributions**

For example, TAB 3 (shown on Figure 6) has the potential to generate 718 trips during the PM peak hour under the full build condition. Residential units have the potential to generate 20 inbound and 20 outbound internal capture trips, while the commercial has the potential to generate 14 inbound and 50 outbound trips. The lower trip total drives the comparison between inbound and outbound pairs such that internal capture is limited to 20 trips traveling from commercial to residential with 14 trips traveling from residential to commercial, for a total internal capture reduction of 34 trips from total trip generation. If Industrial was located within this TAB, the review would be expanded to include residential-to-industrial and commercial-to-industrial comparisons, and the resulting totals would be combined.

The internal trip calculation process was performed for 15 of the West Belt Loop TABs, as they are predicted to contain two or more primary land use types. The internal trips were totaled for the full build out condition, and for the intermediate year 2040 analysis conditions, and then reduced from corridor trip totals. Table 7 provides a summary of trip generation following reduction of internal trips for the full build condition during the weekday and PM peak hour.

<b>Table 7. Trip Totals Less Internal Capture, Full Build Land Uses</b>				
Trip Type	Weekday Trips	PM Peak Hour Trips		
		In	Out	Total
Trip Generation Potential	150,000	6,962	9,159	16,121
Internal Trip Capture	14,100	755	755	1,510
<b>Total Trips less Internal</b>	<b>135,900</b>	<b>6,207</b>	<b>8,404</b>	<b>14,611</b>

As shown, 14,100 weekday and 1,510 PM peak hour internal trips are expected with development along West Belt Loop. This means 135,900 weekday trips and 14,611 PM peak hour trips would travel externally from TABs; although as discussed in a following section, not all of these trips would travel on West Belt Loop to access the region. There is nearly a 9.4 percent reduction in total trips, as a result of internal capture, with full corridor and land use development. Table 8 provides a summary of trip totals for year 2040.

<b>Table 8. Trip Totals Less Internal Capture, Intermediate Year 2040 Development</b>				
Trip Type	Weekday Trips	PM Peak Hour Trips		
		In	Out	Total
Trip Generation Potential	58,830	1,821	4,582	6,403
Internal Trip Capture	4,100	220	220	440
<b>Total Trips less Internal</b>	<b>54,730</b>	<b>1,601</b>	<b>4,362</b>	<b>5,963</b>

There are 4,100 weekday and 440 PM internal trips expected along West Belt Loop by year 2040. This leaves 54,730 weekday and 5,963 PM peak hour trips to access West Belt Loop and the external roadway network. There is nearly a 6.9 percent reduction in total trips as a result of internal capture by year 2040.

## 4.2.2 External Trips

Through the access management guidelines, it was identified that a roadway network be developed to accommodate short trip ends between properties off West Belt Loop (between TABs) and to promote circulation throughout the region. Frontage and backage roads, common access, access easements, shared parking lots, etc. are all methods promoted to reduce travel demands between properties within the land use influence areas of the corridor. Off corridor arterial roadway connections to Robinson Road and Poison Spider Road and extensions of roadways such as Trevett Lane are ways to access the City of Casper, Town of Mills, and Natrona County without direct use of West Belt Loop. These ultimate improvements would reduce the potential for highway congestion like the situation on Wyoming Boulevard. Unfortunately Wyoming Boulevard does not include access management and has deteriorated to LOS F in many areas. The highway has been developed with numerous private accesses and closely spaced intersections. To be consistent with the vision for the area and the aforementioned access guidelines, it was assumed that off- West Belt Loop arterials would be promoted to develop circulation between properties and to/from the region.

There was no finite methodology available to estimate the number of trips that would divert to other corridors away from West Belt Loop. Per discussions with Casper MPO officials and the Regional Transportation Plan Consultant, the current regional travel demand model does not predict these external, off-corridor trips. As such, these trips were estimated for this study.

The steps for estimating these trips were simple. Initially, all trips generated by land uses were assigned to the corridor. Internal trips were reduced, leaving 91 percent corridor assignments with the full build condition and 93 percent by year 2040. Next, the generalized capacity thresholds within the Quality/Level of Service Handbook (Florida DOT, 2012) were identified for highways and freeways in “Transitioning” (rural to suburban/urban) and “Rural Undeveloped” areas. This resource indicates a two lane highway/freeway has a practical capacity limit of around 1,600 peak hourly vehicles and a four lane highway/freeway 4,000 peak hourly vehicles to maintain a level-of-service (LOS) C standard. (LOS C is promoted in Wyoming for arterial traffic movements/flow.) Corridor traffic was reduced until the majority of peak hourly volumes fell below the 1,600 peak hour vehicles threshold for a two lane freeway/highway, as assumed for year 2040 and 4,000 peak hour vehicles for a four lane freeway/highway. This assumes alternative travel means/roadways must be in place for corridor land uses prior to a total degradation of traffic operations along West Belt Loop following the 2040 horizon year.

For the full build condition, it was assumed that just over 30 percent of trip generation totals, or nearly 34 percent of trips following internal capture reductions, would use future minor arterials and collector roadways to circulate between properties and/or access the community. The resulting trips assigned to West Belt Loop are shown on Table 9.

<b>Table 9. External Trip Diversions, Full Build Land Uses</b>				
Trip Type	Weekday Trips	PM Peak Hour Trips		
		In	Out	Total
<b>Total Trips less Internal</b>	<b>135,900</b>	<b>6,207</b>	<b>8,404</b>	<b>14,611</b>
External Trip Diversion	45,950	2,097	2,841	4,938
<b>Total Trips less Internal</b>	<b>89,950</b>	<b>4,110</b>	<b>5,563</b>	<b>9,673</b>

A total of 89,950 weekday trips and 9,673 trips are expected to commute along West Belt Loop with full development of corridor land uses. This utilization represents 60 percent of the trips generated by land uses within the corridor influence area.

It was assumed that just over 18 percent of trip generation totals, or nearly 20 percent of trips following internal capture reductions, would use off West Belt Loop roadways to circulate between properties and/or access the community in year 2040. Table 10 provides a summary of trip totals assigned to West Belt Loop for year 2040.

<b>Table 10. External Trip Diversions, Intermediate Year 2040 Development</b>				
Trip Type		PM Peak Hour Trips		
		In	Out	Total
Trip Generation Potential	54,730	1,601	4,362	5,963
External Trip Diversion	4,100	315	860	1,175
<b>Total Trips less Internal</b>	<b>54,730</b>	<b>1,286</b>	<b>3,502</b>	<b>4,788</b>

A total of 54,730 weekday trips and 4,788 trips are expected to commute along West Belt Loop by year 2040. This utilization represents 75 percent of the trips generated by land uses within the corridor influence area.

### 4.2.3 Block Assignments

The land use trips projected for assignment were aggregated into 24 TAB's that represent the land use area most likely to be served by an intersection(s) or approach(s) proposed along West Belt Loop. These trips were assigned to the corridor following the internal and external trip reductions described in the previous sections. Again, these are not direct assignments to/from Corridor land uses; rather they are the congregate assignments of trips after they reach study intersections via connecting roadways. Access to/from corridor land uses would be provided via frontage roads, reverse backage roads, backage roads, access easements, etc.

Table 11 summarizes the land uses, total trip generation, internal and external trip reductions, and the resulting PM Peak hour trips for assignment to West Belt Loop under the full land use development scenario.

<b>Table 11. TAB Land Use Assignments and Trip Summaries, Full Build Land Uses</b>							
<b>TAB</b>	<b>TAB Land Use Assumptions</b>			<b>TAB PM Peak Hour Trip Assignments</b>			
	<b>Residential (SF Units)</b>	<b>Commercial (ksf)</b>	<b>Industrial (ksf)</b>	<b>Total Trip Generation</b>	<b>Internal Trip Capture</b>	<b>External Trip Reduction</b>	<b>TAB Trip Assignment</b>
1	28	490.1	0.0	646	-22	-211	413
2	23	490.1	0.0	641	-18	-210	413
3	100	490.1	0.0	718	-68	-220	430
4	100	490.4	0.0	718	-68	-220	430
5	76	0.0	0.0	76	-0	-25	51
6	76	0.0	0.0	76	-0	-25	51
7	0	0.0	0.0	0	-0	-0	0
8	483	0.0	0.0	483	-0	-164	319
9	489	288.1	0.0	852	-76	-262	514
10	1,102	230.0	0.0	1,392	-62	-449	881
11	482	0.0	0.0	482	-0	-163	319
12	663	0.0	0.0	663	-0	-224	439
13	602	213.0	344.5	1,154	-164	-334	656
14	261	169.9	0.0	475	-44	-146	285
15	535	0.0	258.7	755	-46	-240	469
16	356	0.0	0.0	356	-0	-121	235
17	239	0.0	520.8	682	-94	-199	389
18	485	0.0	0.0	485	-0	-164	321
19	211	0.0	601.8	723	-68	-221	434
20	400	0.0	326.7	678	-58	-210	410
21	242	392.0	386.8	1,065	-254	-274	537
22	765	490.1	653.4	1,938	-356	-534	1,048
23	0	0.0	326.7	278	-0	-94	184
24	230	0.0	653.4	785	-112	-228	445
<b>Total</b>	<b>7,948</b>	<b>3,743.8</b>	<b>4,062.8</b>	<b>16,121</b>	<b>1,510</b>	<b>4,938</b>	<b>9,673</b>

Table 12 provides a summary of land uses, trip totals, and the resulting PM Peak hour assignments for TAB's along West Belt Loop under the year 2040 condition.

<b>Table 12. TAB Land Use Assignments and Trip Summaries, Intermediate Year 2040 Land Use</b>							
<b>TAB</b>	<b>TAB Land Use Assumptions</b>			<b>TAB PM Peak Hour Trip Assignments</b>			
	<b>Residential (SF Units)</b>	<b>Commercial (ksf)</b>	<b>Industrial (ksf)</b>	<b>Total Trip Generation</b>	<b>Internal Trip Capture</b>	<b>External Trip Reduction</b>	<b>TAB Trip Assignment</b>
1	0	490.1	0.0	618	-0	-122	496
2	0	490.1	0.0	618	-0	-122	496
3	100	490.1	0.0	718	-68	-129	521
4	100	490.1	0.0	718	-68	-129	521
5	30	0.0	0.0	30	-0	-6	24
6	30	0.0	0.0	30	-0	-6	24
7	0	0.0	0.0	0	-0	-0	0
8	0	0.0	0.0	0	-0	-0	0
9	0	130.7	0.0	165	-0	-32	133
10	0	130.7	0.0	165	-0	-32	133
11	0	0.0	0.0	0	-0	-0	0
12	0	0.0	0.0	0	-0	-0	0
13	0	0.0	0.0	0	-0	-0	0
14	0	0.0	0.0	0	-0	-0	0
15	120	0.0	0.0	120	-0	-24	96
16	0	0.0	0.0	0	-0	-0	0
17	40	0.0	0.0	40	-0	-8	32
18	0	0.0	0.0	0	-0	-0	0
19	0	0.0	326.7	278	-0	-54	224
20	0	0.0	326.7	278	-0	-54	224
21	0	392.0	326.7	772	-76	-137	559
22	300	130.7	653.4	1,020	-228	-156	636
23	0	0.0	326.7	278	-0	-54	224
24	0	0.0	653.4	555	-0	-110	445
<b>Total</b>	<b>720</b>	<b>2,744.8</b>	<b>2,631.6</b>	<b>6,403</b>	<b>440</b>	<b>4,938</b>	<b>4,788</b>

There are two things of note when comparing the full build and year 2040 TAB tables. First, note that land use development and trip assignments are projected to initiate along the northern and southern ends of the corridor. This assumption was discussed with local agency officials and confirmed with County's Land use consultant. Also, note there are a few TABs where the resulting assignments are higher in year 2040 versus the full build condition. This occurs because the

internal trip and street network reductions are not as significant with these blocks, due to a lack of synergetic land uses and/or due to a lack of potential street/network connectivity.

The trips from these tables were then assigned to West Belt Loop, via proposed intersections, to estimate travel demands for the PM peak hour of the typical weekday. Travel distance was used as the primary method for distributing trips between the 13 proposed study intersections and connections/intersections with Highway 220 and State Highway 20/26, respectively, where further regional access is achieved. For instance, the intersection at STA 282+60 provides access to TAB's 11 and 12. Located roughly an equal distance between Highway 220 and State Highway 20/26, approximately 50 percent of trips were assigned to/from the north and 50-percent to/from the south via West Belt Loop under the full build/development condition. This process was repeated for all TAB's and via all study intersections. A summary of distributions from study intersections with northbound and southbound assignments is shown in Table 13 for the PM peak hour for each proposed intersection, and the TAB(s) served. These assignments are shown for both the full build and year 2040 forecast conditions.

<b>Table 13. Trip Assignment Tables, Full Build and Intermediate Year 2040 Land Uses</b>							
<b>Station</b>	<b>TABs Accessed</b>	<b>Percent Distribution To/from North</b>	<b>Percent Distribution To/from South</b>	<b>Full Build Assignments</b>		<b>Year 2040 Assignments</b>	
				<b>To/from North</b>	<b>To/from South</b>	<b>To/from North</b>	<b>To/from South</b>
110+00	1 & 2	≈ 10%	≈ 90%	21	205	24	249
129+00	1 & 2	≈ 10%	≈ 90%	62	538	74	645
160+12	3 & 4	≈ 20%	≈ 80%	172	688	208	834
186+52	5 & 6	≈ 30%	≈ 70%	32	70	14	34
210+00	7 & 8	≈ 30%	≈ 70%	12	141	0	0
243+00	7 & 8	≈ 30%	≈ 70%	83	84	0	0
	9 & 10	≈ 40%	≈ 60%	558	837	106	160
282+60	11 & 12	≈ 50%	≈ 50%	379	379	0	0
310+65	13 & 14	≈ 60%	≈ 40%	565	376	0	0
344+00	15 & 16	≈ 70%	≈ 30%	494	210	67	29
	17	≈ 70%	≈ 30%	272	117	22	10
370+45	18	≈ 80%	≈ 20%	257	64	0	0
396+85	20	≈ 80%	≈ 20%	328	82	179	45
423+25	19	≈ 80%	≈ 20%	347	87	179	45
	21 & 22	≈ 90%	≈ 10%	1,387	196	1,056	139
449+85	23 & 24	≈ 90%	≈ 10%	567	63	603	66
<b>Total Trips (Validation)</b>				<b>9,673 PM Peak Hour Trips</b>		<b>4,788 PM Peak Hour Trips</b>	

The trip assignments to/from the intersections are equal to the trip totals shown for TAB's 9 on Table 11 for the Full Build Condition and on Table 10 and Table 12 for year 2040. Note where turn restrictions were proposed, trips were assigned by way of the closest intersection with full

turn movements, assuming such access would be achieved via frontage roads, backage roads, access easements, shared parking lots, etc.

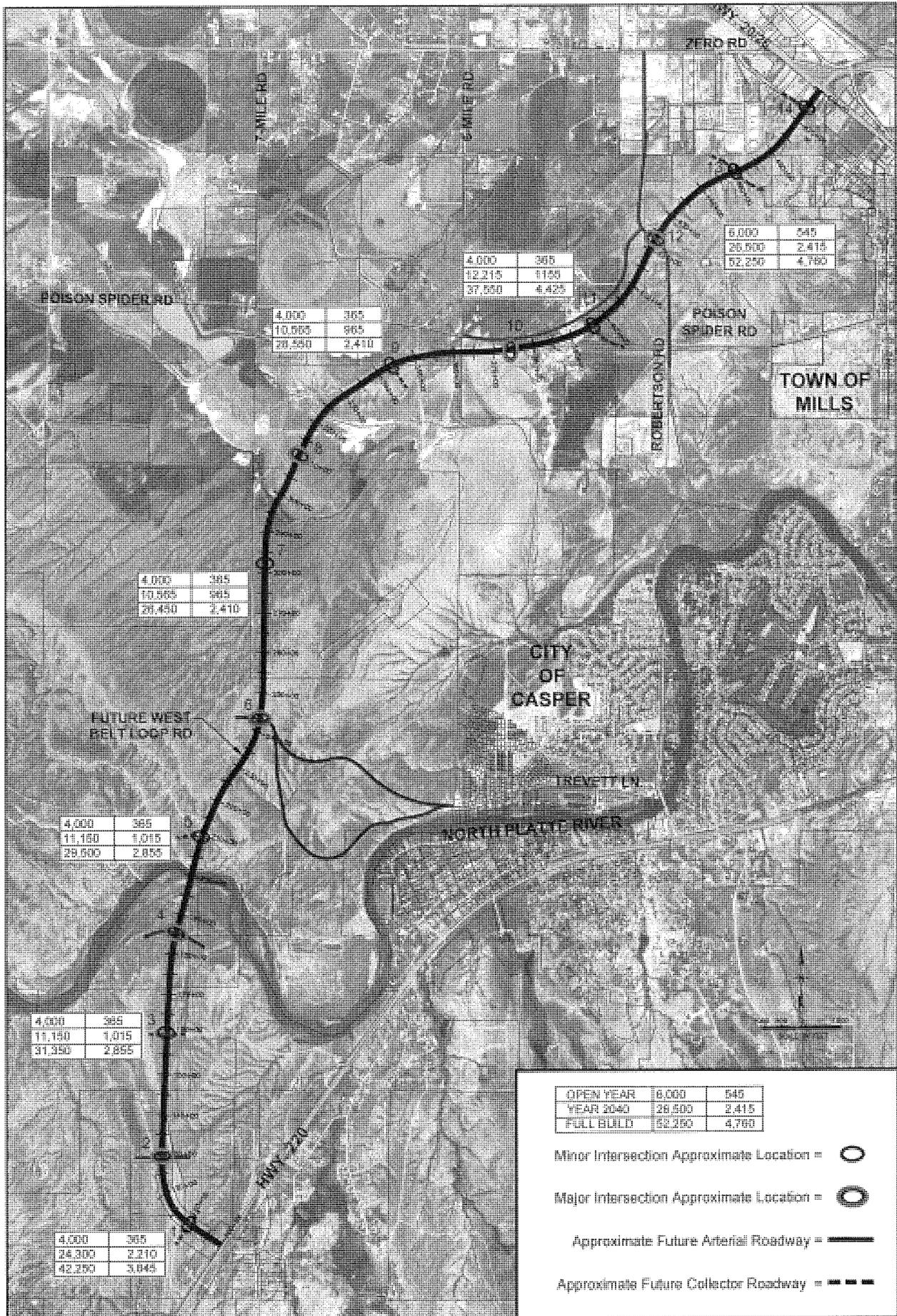
### 4.3 TRAFFIC FORECASTS

Up to this point, the trips generated by full build and year 2040 land uses would comprise the majority of forecasted traffic volumes for West Belt Loop. However, there are a number of “through” trips anticipated along the corridor that would serve as baseline traffic prior to any development of property. Per the direction of WYDOT and Casper MPO officials, these baseline trips were identified from the *Casper West Belt Loop Environmental Impact Assessment* (WYDOT, 2001). The referenced document contains the most recent forecasts developed for the corridor.

According to section 4.5.1.2 of the environmental document, “*Model runs were made to forecast traffic volumes 20 years in the future. Output from the model estimated that approximately 4,000 vehicles per day would use a new West Belt Loop at the south and approximately 6,000 vehicles per day would use it at the north end if it were constructed*”. As such, a baseline volume of 4,000 ADT was assumed south and 6,000 ADT north of the Robinson Road intersection upon completion of the corridor, as Robinson Road is the only proposed intersection where substantial traffic would divert away from West Belt Loop.

A review of historical count data from WYDOT available for SH 220 and SH 20/26 indicates PM peak hour (design hour) traffic comprises about 9.2 percent of total weekday traffic. Given this calculation, a baseline volume of 370 PM peak hour trips was assumed on the south end and 550 PM peak hour trips assumed on the north end of West Belt Loop, with a 50-50 northbound and southbound distribution. The differential between south and north volumes was reconciled with entering and existing turn movements at the West Belt Loop/Robertson Road intersection. Again, this represents only the PM peak hour “cut-through” traffic between SH 220 and SH 20 that would occur with the construction of West Belt Loop, with traffic diverting from Robertson Road, CY Avenue, and Wyoming Boulevard within Casper.

The baseline volumes, full build, and year 2040 traffic assignments, as shown in Table 12 and Table 13, were combined to generate forecast travel demand volumes for West Belt Loop. Both full land use development and year 2040 traffic forecasts are summarized on Figure 8 for the weekday and PM peak hour. Recall the full traffic forecasts reflect horizon year; rather are meant to simply identify travel demands assuming full development of land uses within the corridor influence area. Traffic volumes are shown between major intersections proposed along West Belt Loop. However, actual turning movement forecasts were developed and are available for further review and discussion.



OPEN YEAR	6,000	545
YEAR 2040	26,500	2,415
FULL BUILD	82,250	4,760

Minor Intersection Approximate Location = ○

Major Intersection Approximate Location = ⊙

Approximate Future Arterial Roadway = ———

Approximate Future Collector Roadway = - - - -

INSERT TAB SHEET SECTION 5

## 5 OPERATIONS/CAPACITY ANALYSIS

This section provides a summary of the methodologies, analyses, and recommendations of the traffic operations/capacity analysis prepared for West Belt Loop, as based on full land use development and year 2040 traffic forecasts. Given this study reviews long range traffic conditions (25 years and beyond to some long-range future condition), the recommendations that follow are very conceptual in nature and should be subject to revisions, as based on the collection of current and prevailing traffic information in the future.

It is intended these conclusions be used as a basis for: permitting access location and function; developing and/or advancing concept designs; preparing construction cost estimates for project programming purposes; and for right-of-way acquisition/preservation. As stated throughout this document, the locations defined by this study are well thought out and accurate; they should be considered final locations for future construction. Deviation of these locations will need to be approved by WYDOT and the governing local agency.

### 5.1 ANALYSIS SCOPE AND METHODOLOGY

Intersection levels-of-service, arterial levels-of-service, arterial travel speeds, and general capacity thresholds were used in the review of operational and capacity conditions for West Belt Loop. This section provides an overview of analysis methodologies, with section 5.2 providing a summary of analyses. Section 5.3 outlines capacity/operational recommendation.

#### 5.1.1 Methodology – Arterial Capacity

Arterial capacity offers a preliminary or “first glance” method for estimating the number of through-travel lanes that would be needed to accommodate forecast traffic volumes along an arterial or highway. As discussed earlier, arterial capacity was a method used to help support the distribution/assignment of external versus West Belt Loop trips. Arterial capacity was also a method used to recommend the general cross section of West Belt Loop, meaning the number of through travel lanes along the Highway.

Arterial capacity was reviewed according to guidelines provided within the *Quality/Level of Service Handbook* (Florida DOT, 2012). The Handbook defines arterial cross-sections (i.e. number of through lanes) based upon generalized peak hourly or average daily traffic volumes. The backing methodology behind these tables is based on information and equations provided within the Highway Capacity Manual (TRB, 2010), which is the prevailing resource used in measuring and quantifying traffic operations and capacity for transportation infrastructure.

WYDOT officials maintain a LOS C standard for the operation condition/mobility of Highways. Table 5 of Appendix A from the *Quality/Level of Service Handbook* outlines peak hourly volume thresholds to maintain a LOS C standard for various Highway cross-sections aligned within areas “transitioning” from rural to urban or suburban in nature. Table 6 of Appendix A provides peak hourly volume thresholds to maintain a LOS C standard for various cross sections aligned in developed, rural areas. The purpose of this review using these guidelines is to plan a general arterial cross section based on a comparison of forecast traffic volumes with the thresholds provided for two, four, or even six lane highways. Both sets of criteria were reviewed because this is a developing rural area that will eventually transform into one of a quasi-urban to suburban setting. The thresholds discussed are summarized in Table 14 for two, four, and six-lane roadway sections. Intersection analyses are then used to further evaluate and determine the arterial and intersection design needs.

<b>Table 14. Generalized Average Daily Highway Volumes to Maintain LOS C Standard – Transitioning to Urban and Developed Rural Areas</b>			
Peak Hourly Volumes Versus Lanes for:	Two Lanes	Four Lanes	Six Lanes
Highways – “Transitioning” Rural-to-Urban	1,550	4,460	6,700
Highways - Rural “Develop” Areas	1,550	3,860	5,790
Source: <i>Quality/Levels-of-Service Handbook</i> (Florida DOT, 2009)			

### 5.1.2 Methodology – Intersection Operations (Levels-of-Service)

Levels-of-service (LOS) methodologies are derived from the *Highway Capacity Manual* (TRB, 2010). The *Highway Capacity Manual* (HCM) is a nationally recognized and locally accepted method of measuring traffic flow and congestion for roadways, intersections, pedestrian facilities, and transit accommodation. Typical criteria for these facilities range from LOS A, indicating free-flow conditions with minimal delays, to LOS F, indicating extreme congestion with significant delays.

The focus for this analysis is on forecast signalized and two-way stop-controlled intersection conditions. LOS for a signalized intersection is defined in terms of the average control delay experienced by all vehicles at the intersection, typically over a specified time period such as a peak hour. LOS for a one- or two-way stop controlled intersection is the function of the average control vehicle delay experienced by a particular approach or approach movement over a specified interval such as a peak hour. Typically, the stopped approach or movement experiencing the worst LOS is reported for the intersection.

LOS was determined for this study using Synchro 8.0, Build 805, (Trafficware, 2013). This software tool utilizes the methodologies of HCM 2010 and is a standard industry analytical tool. LOS D is the planning threshold used when planning the long-range capacity/operation of intersections. This is not to be confused with arterial LOS threshold discussed previously. The level of complexity in movement with associated delays at intersections is expected by motorists; the tolerance of a LOS D condition is acceptable. Conversely, drivers do not expect such delays while traveling a typical roadway section and the tolerance for delay is therefore less; resulting in the LOS C standard used for planning roadways. And it is acceptable and typical that a roadway, arterial, or highway section can function at LOS C with intersections that operate at LOS D.

### 5.1.3 Methodology – Arterial LOS and Travel Speeds

Synchro 8.0 also has the capability to report arterial LOS and travel speed directly in compliance with Highway Capacity Manual. The general number of lanes needed to accommodate full build and intermediate year 2040 traffic forecasts was planned initially with the *Quality/Level of Service Handbook*. Arterial and intersection concepts were advanced using Synchro and intersection LOS analyses. Finally, Synchro was used to determine effectiveness measures for the overall corridor within the context of both the arterial and intersection concepts developed for the corridor. Again, LOS C is the overall threshold required by WYDOT for arterials and Highways.

## 5.2 TRAFFIC OPERATIONS/CAPACITY ANALYSIS

Two analysis conditions were reviewed for this study. The first includes a review of forecast travel demands assuming the full development of land uses projected within a ½ to ¾ mile influence

area of West Belt Loop, resulting in the assignment of 9,700 PM peak hour trips (along the corridor). This level of traffic would be reached well into the future, even beyond the intermediate year 2040 analysis horizon additionally studied by this report.

Year 2040 forecasts were reviewed to be in compliance with the analysis horizon of the Casper MPO so WYDOT, the MPO, and local agencies can reasonably plan and program transportation improvements along and within the influence area of West Belt Loop. As indicated previously, nearly 4,800 trips would be assigned by land uses to the corridor under this analysis condition.

Once trips were assigned, it was the goal of this study to determine and recommend the capacity necessary to accommodate forecast traffic volumes meeting the following conditions:

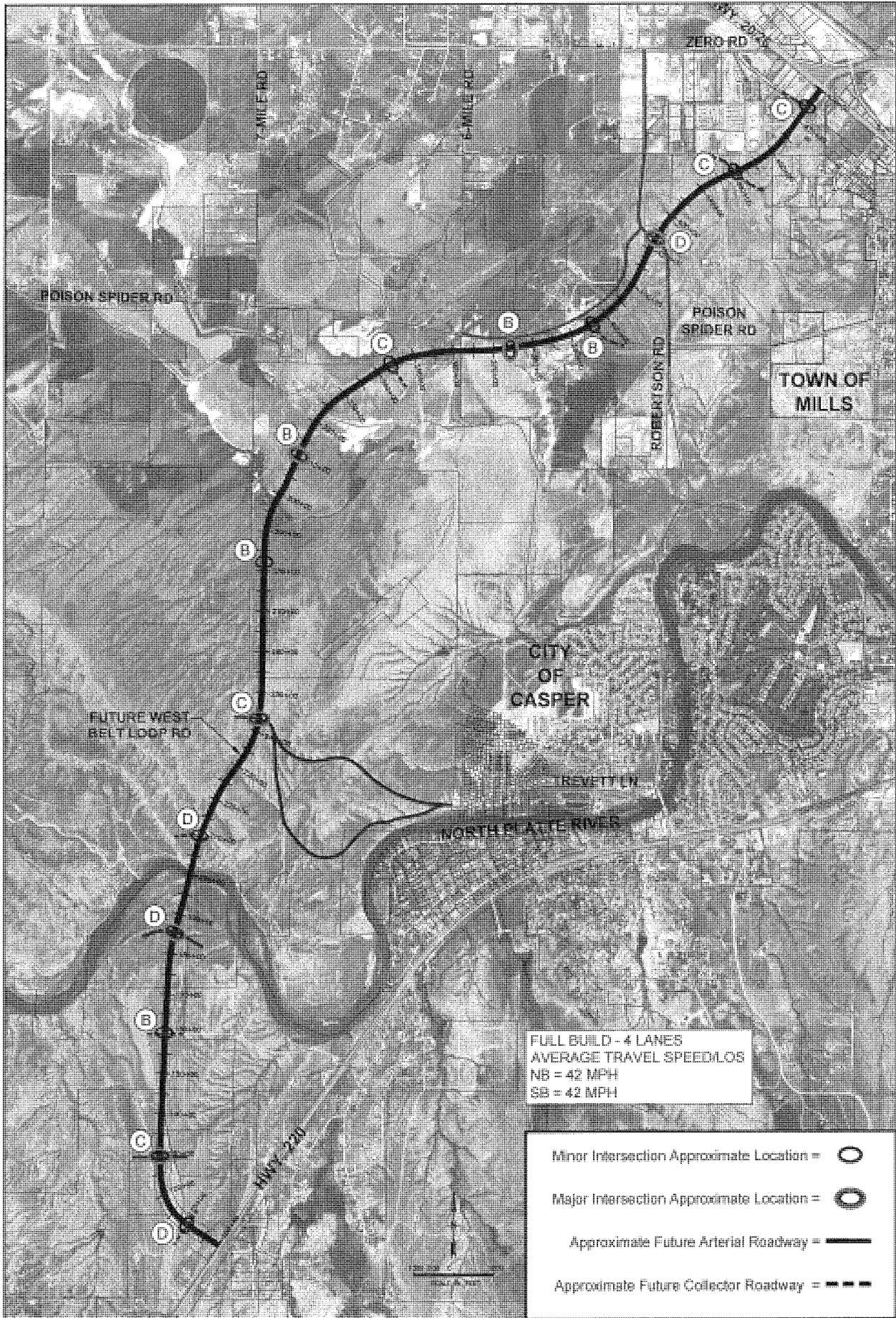
- ◇ In excess of two travel lanes were programmed to accommodate between 1,600 and 4,500 peak hourly vehicles, with six lanes considered above 4,500 ADT.
- ◇ A LOS C condition was maintained for the West Belt Loop arterial, on average, with the two or four lane configuration identified, overall.
- ◇ The channelization (turn lane additions, etc.) and control conditions (signal, stop-sign, etc.) required to promote a LOS D condition was achieved for all study intersections.

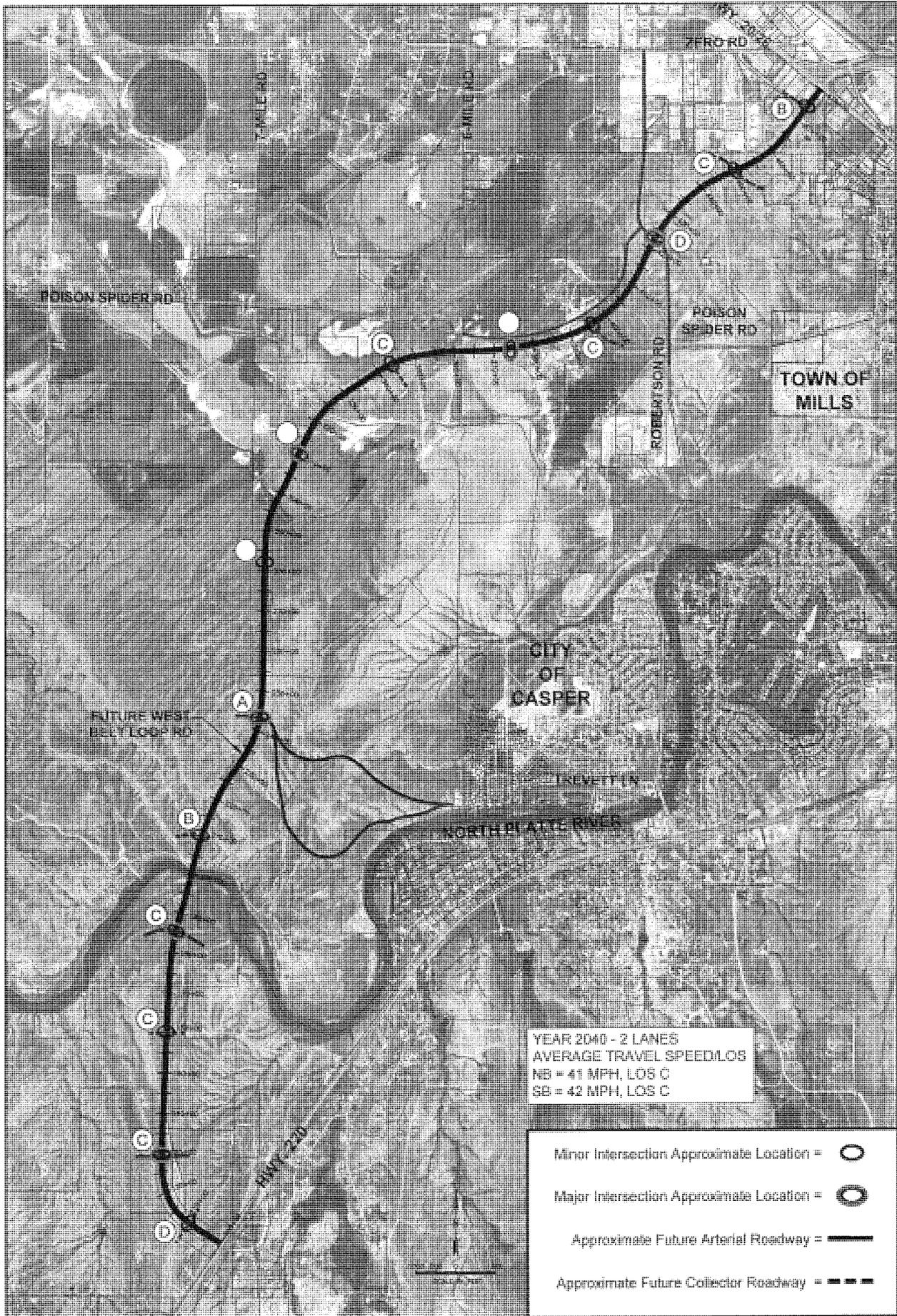
**Full Build-Out Condition.** A four lane highway is recommended for West Belt Loop following the full development of corridor land uses (into the future well beyond year 2040). The potential for additional travel lanes may be needed for 1.4 miles on the north end of West Belt Loop (SH 20/26 to Robinson Road) as traffic volumes are in excess of 4,500 peak hourly vehicles. There would be ten signalized and three unsignalized intersections; resulting in an arterial LOS C condition with an approximately 42 mph average and overall travel speed in both directions of the corridor. All intersections are forecast to operate at LOS D or better with turn lanes provided, as appropriate. Figure 9 shows the LOS results for the corridor under the full land use development analysis condition.

**Year 2040 Condition.** A two lane corridor can be maintained for the majority of West Belt Loop through year 2040. However, a four-lane sections is recommended, respectively, for 1.4 miles on the north end (SH 20/26 to Robinson Road) and 1.1 miles on the south end (SH 220 to STA 160+00) of West Belt Loop to accommodate higher traffic volumes generated by adjacent land use properties. There would be five signalized and five unsignalized intersections forecast for development by year 2040; resulting in an arterial LOS C condition with an approximately 42 mph average and overall travel speed in both directions. All intersections are forecast to operate at LOS D or better with turn lanes provided, as appropriate. Figure 10 shows the LOS results for the corridor under the year 2040 analysis condition.

### **5.3 INTERSECTION RECOMMENDATIONS**

This section outlines the full land use development and intermediate year 2040 recommendations on an intersection-by-intersection basis. Provided are general descriptions of lane configurations and controls, with a screen capture from Synchro Model used to provide a visual of recommendations for West Belt Loop and each intersection. These represent the 13 intersections proposed between West Belt Loop and interconnecting roadways. Access to land uses/properties would be provided by way of frontage roads, reverse frontage roads, backage roads, shared access, access easements, etc.





YEAR 2040 - 2 LANES  
 AVERAGE TRAVEL SPEED/LOS  
 NB = 41 MPH, LOS C  
 SB = 42 MPH, LOS C

- Minor Intersection Approximate Location = ○
- Major Intersection Approximate Location = ⊙
- Approximate Future Arterial Roadway = ———
- Approximate Future Collector Roadway = - - - -

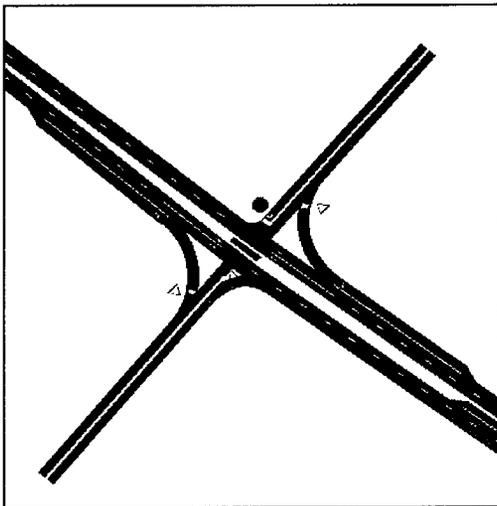
### 1. West Belt Loop STA 110+00

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under both the full development and intermediate year 2040 conditions. Even in year 2040, adjacent corridor land uses are anticipated for development which is why the additional lane capacity is needed in the more immediate future.

The intersection would have similar designs between the full development and year 2040 conditions. Right-in and right-out only turn movements are recommended on the east and west stop-controlled approaches, given this intersection's close proximity to SH 220. But these approaches are indeed needed given the nature of likely commercial land use that is forecasted to develop near the West Belt Loop/SH 220 intersection. North and south right-turn deceleration lanes are recommended to effectively remove turning from through traffic as developed in compliance with WYDOT standards for a 60 mph facility. Flared approaches are a tool WYDOT uses to enhance sight distance and safety at intersections, and are therefore recommended for right turn departures.

This minor intersection would provide access to a minor collector roadway system used to access commercial, industrial, residential, or open space properties.

**Full Land Use & Intermediate Conditions**



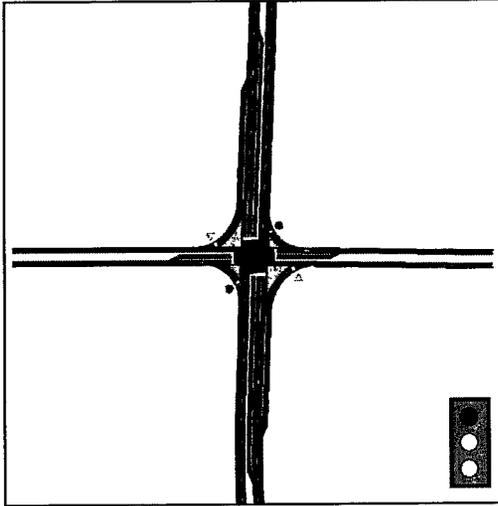
### 2. West Belt Loop STA 129+00

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under both the full development and intermediate year 2040 conditions.

The intersection would have similar designs between the full development and year 2040 conditions. A traffic signal would be used to control traffic movements at this intersection. The signal should be coordinated with others along West Belt Loop in order to preserve north-south progression. To maintain a LOS D or better standard, left-turn lanes were provided on all approaches with protected phases used in the north-south approaches and protected-permitted on the east-west approaches. North and south right and left-turn deceleration lanes should be developed in compliance with WYDOT standards and/or as based on a queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turns.

This would be the first major intersection located north of SH 220 with anticipation of a minor arterial or primary collectors extending to give access to substantial property. In addition, this intersection would provide a U-turn movement for traffic to redirect and access SH 220.

#### Full Land Use & Intermediate Conditions



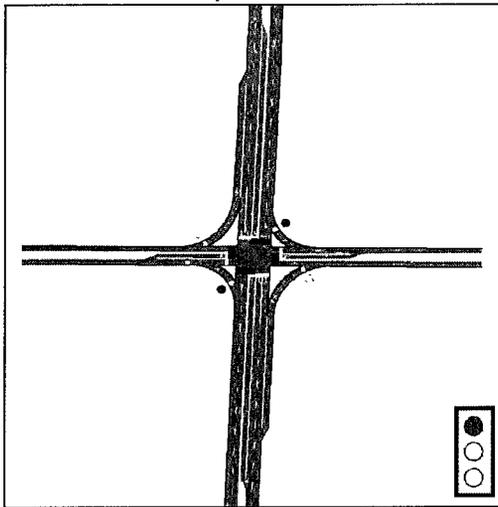
### 3. West Belt Loop STA 160+12

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under the full development condition. Only two lanes are needed north of the intersection by year 2040, with outer add and drop lanes used to promote four lanes south.

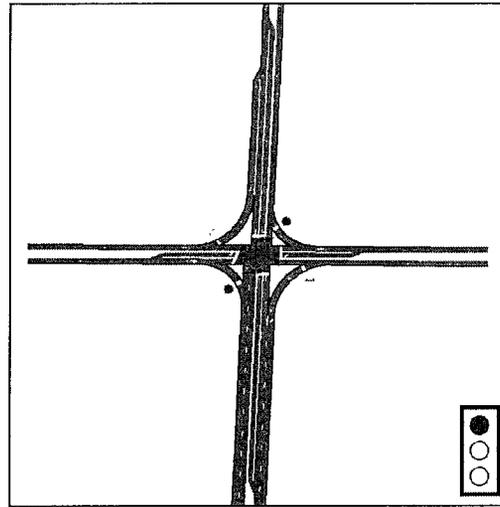
A traffic signal would be used to control traffic movements at this intersection in both the intermediate and long term conditions. The signal should be coordinated with others along West Belt Loop in order to preserve north-south progression between intersections. Left-turn lanes should be provided on all approaches, with protected phases used in the north-south and protected-permitted on the east-west approaches. Southbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study, as with the northbound left-turn lane. The outer approaching northbound lane would end in a right-turn at the intersection, whereas a free eastbound right-turn would transition into a full southbound lane departing the intersection. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turns.

Although a signal is recommended, this minor intersection would provide access to minor collector roadways used to access commercial, industrial, residential, or open space properties.

**Full Development Conditions**



**Intermediate Year 2040 Condition**



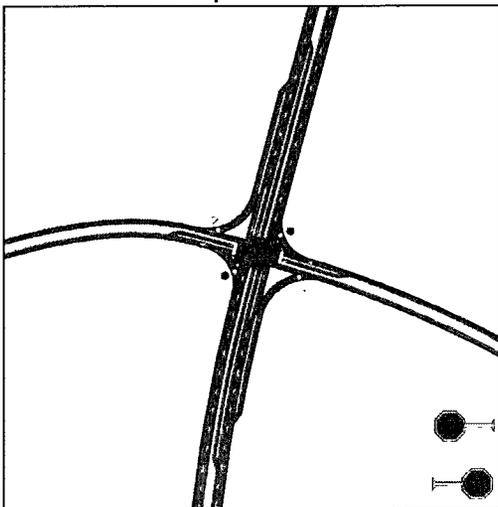
**4. West Belt Loop STA 186+52**

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under the full development condition. Only two lanes are needed north and south of the intersection by year 2040.

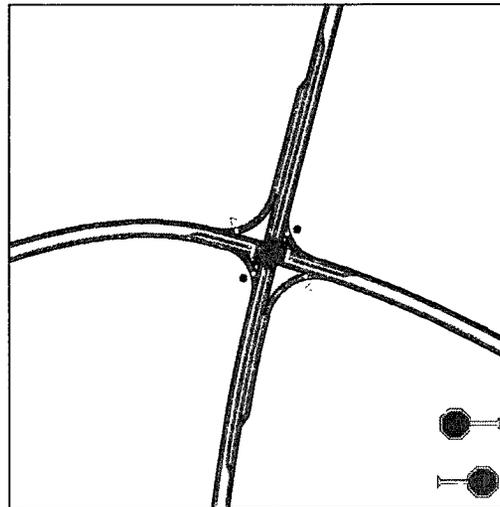
The east and west approaches should be stop-controlled with left-turn lanes developed to accommodate queues. North and southbound right and left-turn deceleration lanes should be developed for traffic departing a 60 mph facility. Flared approaches are recommended for right turn departures, as controlled by stop signs.

This has been recommended as a major intersection from a functionality perspective, which means minor arterials or primary collector streets would extend to the intersection. However, the LOS analysis confirms no signal is needed. The need for a signal should be reviewed if more intense land uses are developed along West Belt Loop.

**Full Development Conditions**



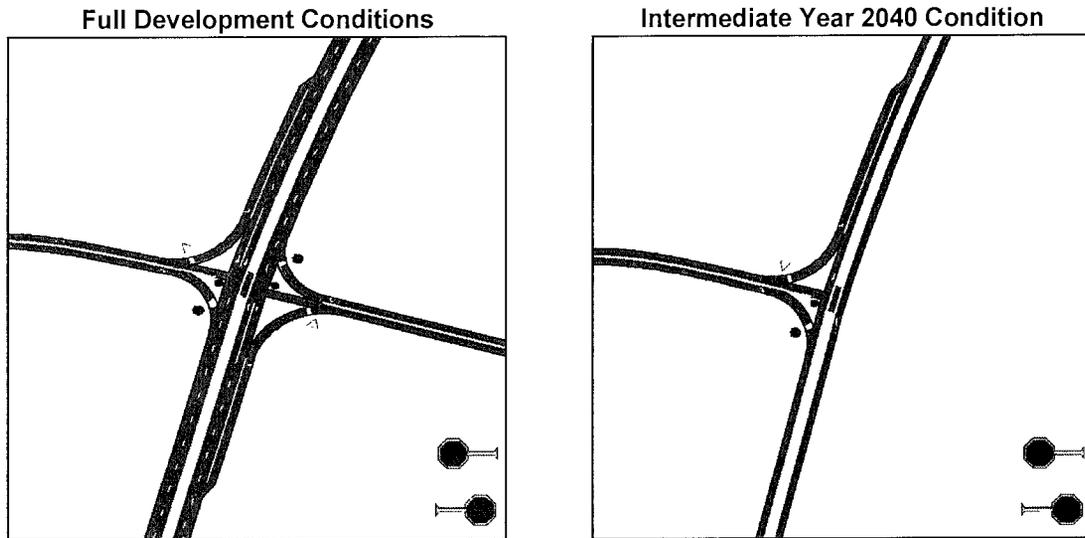
**Intermediate Year 2040 Condition**



### 5. West Belt Loop STA 210+00

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under the full development condition. Only two lanes are needed north and south of the intersection by year 2040. East and west approaches should be stop-controlled with right-in and right-out turn allowances only with full land use development; however, only the west leg of the intersection is anticipated for development by year 2040. Northbound and southbound right and left-turn deceleration lanes should be developed for traffic departing a 60 mph facility. Flared approaches are recommended for right turn departures, as controlled by stop signs.

This minor intersection would provide access to Rimrock Road initially, and adjacent residential properties in the long-term.



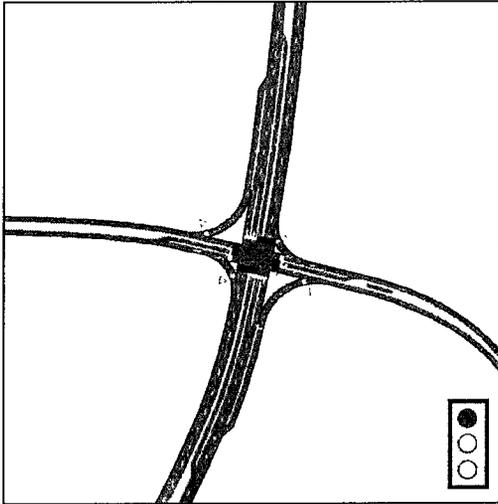
### 6. West Belt Loop STA 243+00

The corridor is recommended to have a divided, four lane cross section north and south of this intersection under the full development condition. Only two lanes are needed north of the intersection by year 2040.

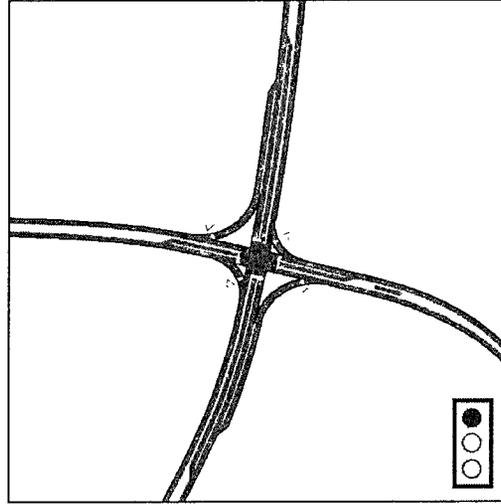
A traffic signal would be used to control traffic movements at this intersection extending from year 2040 and beyond to full development. The signal should be coordinated with others along West Belt Loop in order to preserve north-south progression between intersections. Left-turn lanes should be provided on all approaches, with protected phases used in the north-south approaches and protected-permitted on the east-west approaches. Northbound and southbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turn traffic.

This has been recommended as a major intersection from a functionality perspective, which means minor arterials or primary collector streets would extend to the intersection. This would be an ideal connection for the extension of Trevett Lane and the access of commercial, industrial, and residential properties.

**Full Development Conditions**



**Intermediate Year 2040 Condition**

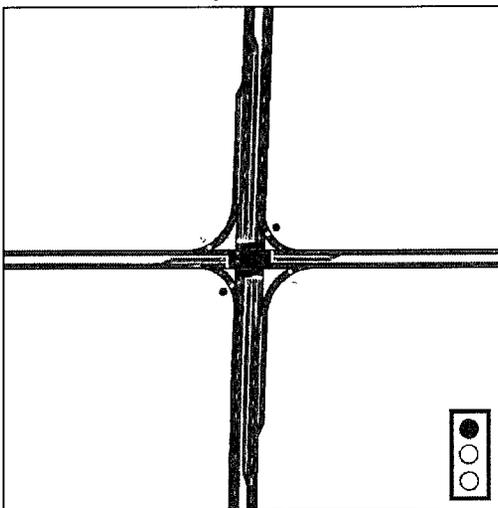


**7. West Belt Loop STA 282+60**

The corridor is recommended to have a divided, four lane cross section at the intersection with full land use development. The intersection may not be needed by year 2040. A signal would be used to control traffic movements, as coordinated with others signals along West Belt Loop to preserve north-south progression. Left-turn lanes were provided on all approaches, with protected phases used in the north-south approaches and protected-permitted on the east-west approaches. Northbound and southbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turn traffic.

Although a signal is recommended, this minor intersection would provide access to minor collector roadways used to access commercial, industrial, residential, or open space properties.

**Full Development Conditions**

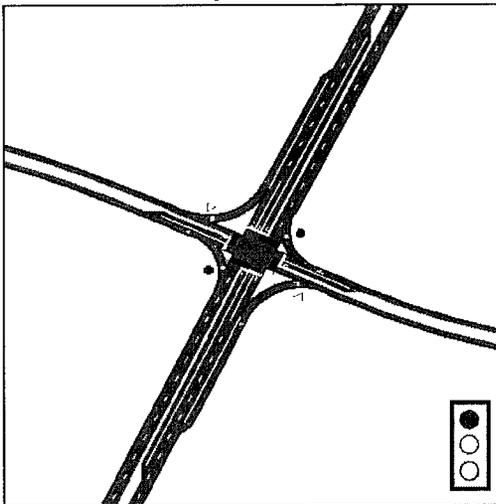


### 8. West Belt Loop STA 310+65

The corridor is recommended to have a divided, four lane cross section at the intersection with full land use development. The intersection may not be needed by year 2040. A signal would be used to control traffic movements, as coordinated with others signals along West Belt Loop to preserve north-south progression. Left-turn lanes were provided on all approaches, with protected phases used in the north-south approaches and protected-permitted on the east-west approaches. Northbound and southbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turn traffic.

This has been recommended as a major intersection from a functionality perspective, which means minor arterials or primary collector streets would extend to the intersection. The primary function of this intersection is to promote east/west connectivity across the corridor. However, a north/south connection from 7 Mile is a possibility, although no agency has any plans to construct such a connection.

**Full Development Conditions**



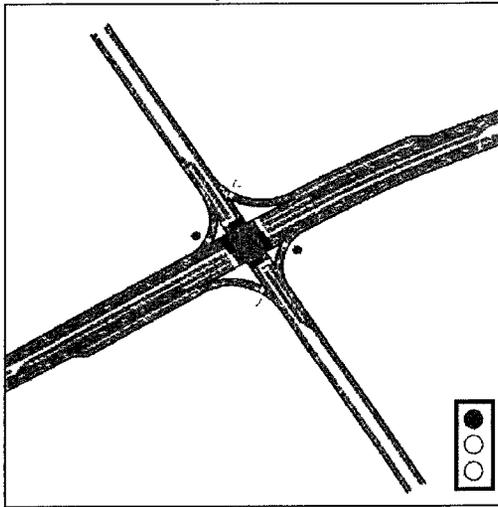
### 9. West Belt Loop STA 344+00

This should have a divided, four lane cross section north and south of this intersection with full land use development. A two lane cross section is recommended with year 2040 land uses.

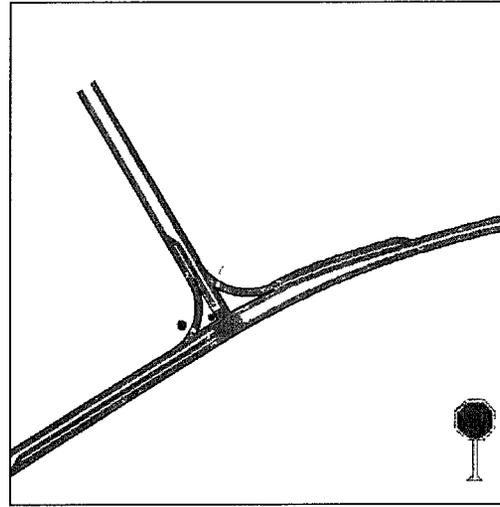
A signal would be used to control traffic movements under the full development condition, although stop controls are recommended on only one minor approach by year 2040 (land use development is only projected to the north). For the long range condition, the signal should be coordinated with others in order to preserve progression along West Belt Loop. Left-turn lanes were provided on all approaches, with protected phases used in the West Belt Loop and protected-permitted on minor approaches. Corridor right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on a queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turn traffic.

Although a signal is recommended, this minor intersection would provide access to minor collector roadways used to access commercial, industrial, residential, or open space properties.

**Full Development Conditions**



**Intermediate Year 2040 Condition**

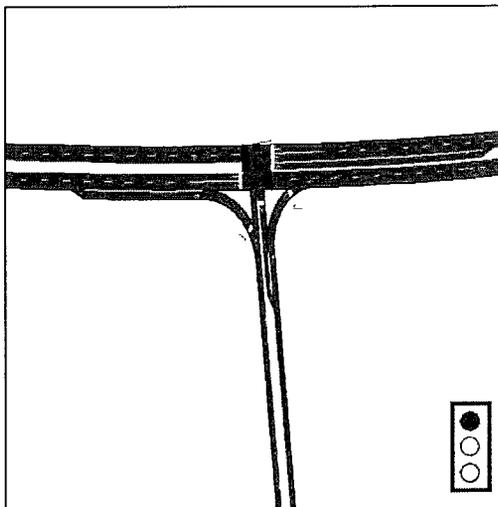


**10. West Belt Loop STA 370+45**

The corridor is recommended to have a divided, four lane cross section at the intersection with full land use development. The intersection may not be needed by year 2040. A northbound approach should be signalized with full land use development along West Belt Loop. An eastbound right-turn and westbound left-turn deceleration lanes should be developed for traffic departing a 60 mph facility, as based on WYDOT requirements and queue analyses. Flared approaches are recommended for right turn approaches, as controlled with yield signs, and departures, as controlled by stop signs.

This has been recommended as a major intersection from a functionality perspective, which means minor arterials or primary collector streets would extend to the intersection. No northbound approach can be provided due to the alignment of Poison Spider Road.

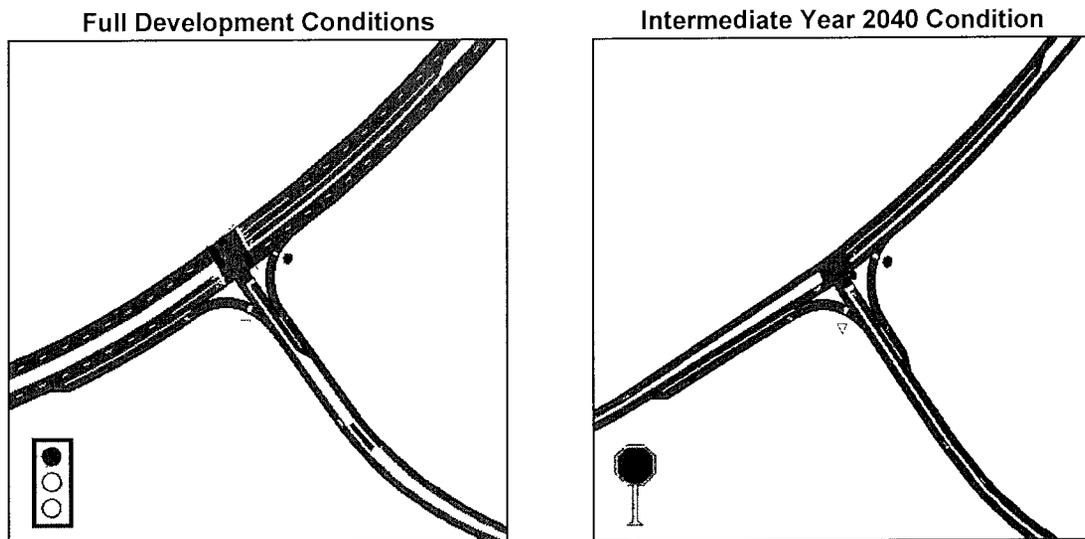
**Full Development Conditions**



### **11. West Belt Loop STA 396+85**

The corridor is recommended to have a divided, four lane cross section east and west of this intersection under the full development condition. Only two lanes are needed by year 2040. The intersection should be signalized with full land use development along West Belt Loop; however stop-controls can be used up until year 2040. An eastbound right-turn and westbound left-turn deceleration lanes should be developed for traffic departing a 60 mph facility, as based on WYDOT requirements and queue analyses. Flared approaches are recommended for right turn approaches, as controlled with yield signs, and departures, as controlled by stop signs.

Although a signal is recommended, this minor intersection would provide access to minor collector roadways used to access commercial, industrial, residential, or open space properties. No northbound approach can be provided due to the alignment of Poison Spider Road.

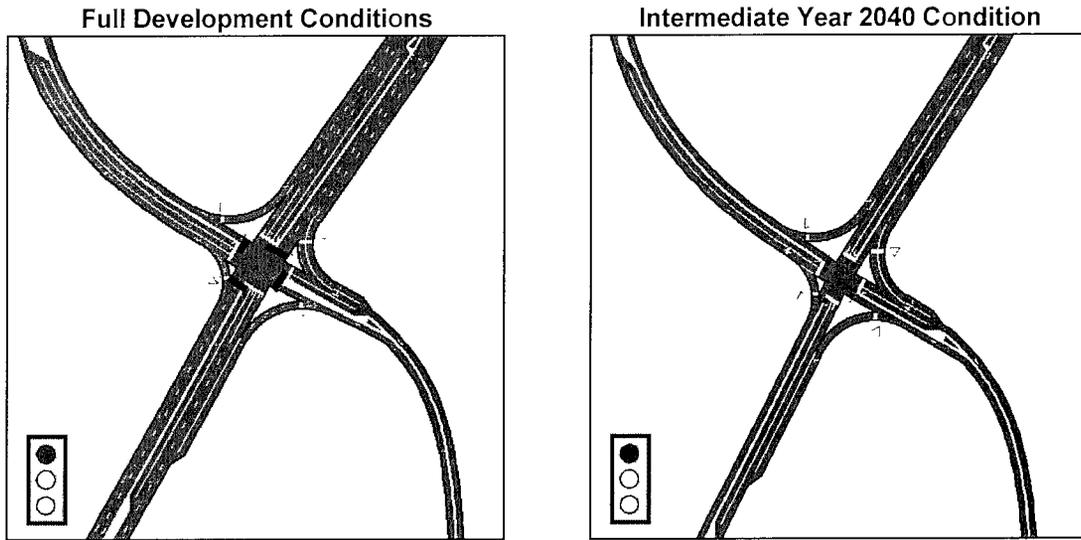


### **12. West Belt Loop STA 423+25 (Robertson Road Intersection)**

The corridor is recommended to have a divided, four to six lane cross section north and four lane cross section south of the intersection under the full development condition, with outer add and drop lanes used to promote four lanes south. Four lanes are needed north and two lanes south of the intersection by year 2040.

A traffic signal would be used to control traffic movements at this intersection in both the intermediate and long term conditions. The signal should be coordinated with others along West Belt Loop in order to preserve north-south progression between intersections. Left-turn lanes should be provided on all approaches, with protected phases used in the north-south and protected-permitted on the east-west approaches. Southbound and northbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turns.

This has been recommended as a major intersection connecting with existing Robinson Road, and accessing commercial, industrial, and residential properties.

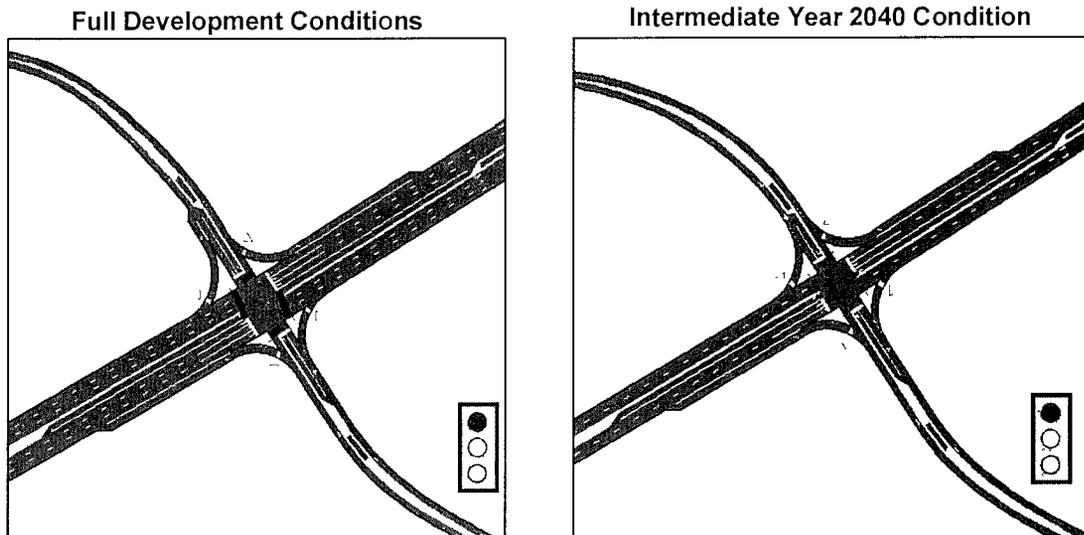


**13. West Belt Loop STA 449+85**

The corridor is recommended to have a divided, four to six lane cross section north and south of the intersection under the full development condition. Four lanes are needed north and two lanes south of the intersection by year 2040.

A traffic signal would be used to control traffic movements at this intersection in both the intermediate and long term conditions. The signal should be coordinated with others along West Belt Loop to preserve north-south progression. Left-turn lanes should be provided on all approaches, with protected phases used in the north-south and protected-permitted on the east-west approaches. Southbound and northbound right and left-turn deceleration lanes should be developed in compliance with WYDOT standards, and/or as based on queue study. Flared approaches are recommended for right turn departures at the intersection, as controlled by stop signs for movements entering West Belt Loop and yield signs for departing right turns.

Although a signal is recommended, this minor intersection would provide access to minor collector roadways used to access commercial, industrial, residential, or open space properties.



INSERT TAB SHEET SECTION 6

## 6 NON-MOTORIZED TRANSPORTATION

In accordance with the 2004 Environmental Assessment, the main purpose of the West Belt Loop is to serve as a bypass route connecting traffic, in particular truck traffic, between Highway 20/26 and Highway 220. With the exception of some recreational cyclists, the sparsely populated area does not generate cyclist or pedestrian needs at this time or in the foreseeable future.

The goal of this section is to lay out a preliminary strategy for future development of non-motorized facilities. It is not intended to establish any detailed policies or standards. The State, County and City of Casper will need to address pedestrian and cyclist development standards in the future as developments begin to in-fill along the corridor.

By its design, the WYDOT secondary highway serves as a major arterial; maintaining vehicular mobility and safety is its primary function. Unlike lower speed collector and residential systems, the higher speed arterial highways are not ideal conduits for non-motorized travel. Functional, safe and efficient non-motorized facilities are generally off-street paved and unpaved trail systems and sidewalk systems running parallel with the bypass corridor. Physically separating the trails and pedestrian systems from the highway should be a goal of future regional development.

It is important to note that the West Belt Loop bypass introduces a barrier to east-west mobility. Future area development, especially residential development west of the bypass, must address safe pedestrian and cyclist crossings. Future developments west of West Belt Loop will undoubtedly need to cross the highway to access Casper and Mills and intersection designs will need to consider the pedestrian safety aspects. Mid-block crossing should be discouraged for obvious safety reasons.

Based on the recommended intersection layout addressed in this corridor study, intersections will be spaced generally every one-half mile. Major intersections likely to be signalized are staggered at approximate one-mile minimum spacing. The recommended intersections, whether signalized or unsignalized, would serve as central crossing locations for pedestrians and cyclists.

There have been several studies conducted in Casper that address non-motorized travel in the City and outlying communities. Two of the more focused studies are the *Casper Area Trails, Path and Bikeway Plan* and the *Casper MPO Long-Range Transportation Plan Update*. Both documents were prepared for the Casper MPO. The first study addresses design elements, recommended standards, and policy implementation strategies. The Long-Range Transportation Plan focuses on specific infrastructure performance, projected travel demands, and long-range regional growth. The trails plan does include some recommended trail improvements but does not extend west of the Casper area of influence. The Transportation Plan update addresses mostly the vehicular planning issues, but also provides some information pertaining to potential non-motorized corridor development.

In conclusion, it will be up to the county to establish non-motorized mobility standards and policies for the West Belt Loop corridor developments. Where developments interface with West Belt loop, the county would need to coordinate closely with WYDOT to establish these standards and policies. Whatever trail systems or crossings are planned with future development, they must not impede the function of the arterial roadway.

INSERT TAB SHEET SECTION 7

## **7 UTILITY PLANNING**

Section 3 of this Corridor Study addresses projected land development capabilities of the corridor. Land use projections were determined based on several factors including topography, adjacent development and growth trends, aesthetic value (e.g., river front property), and proximity of the development from potential commercial centers. This section provides a brief overview of the ability to serve this area with utility infrastructure.

The Consultant planning staff contacted the City Water and Sewer Department representatives to determine accessibility of services as well as future capacity of the regional water delivery and sewage treatment facilities. Contacts were also made to local water company providers who serve areas immediately northwest of the West Belt Loop corridor. The following is a summary of the findings of this investigation.

### **7.1 WATER SERVICES**

The City of Casper does not currently have any plans to extend water service further west of Robertson road than is already provided for the incorporated City properties. Much of the region is at higher elevation and would likely require supplemental pumping to increase pressure zone to minimum delivery pressures if city water were ever to be extended west of the City limits. Currently the area near West Belt Loop between Robertson Road and Highway 20/26 is serviced by the Town of Mills.

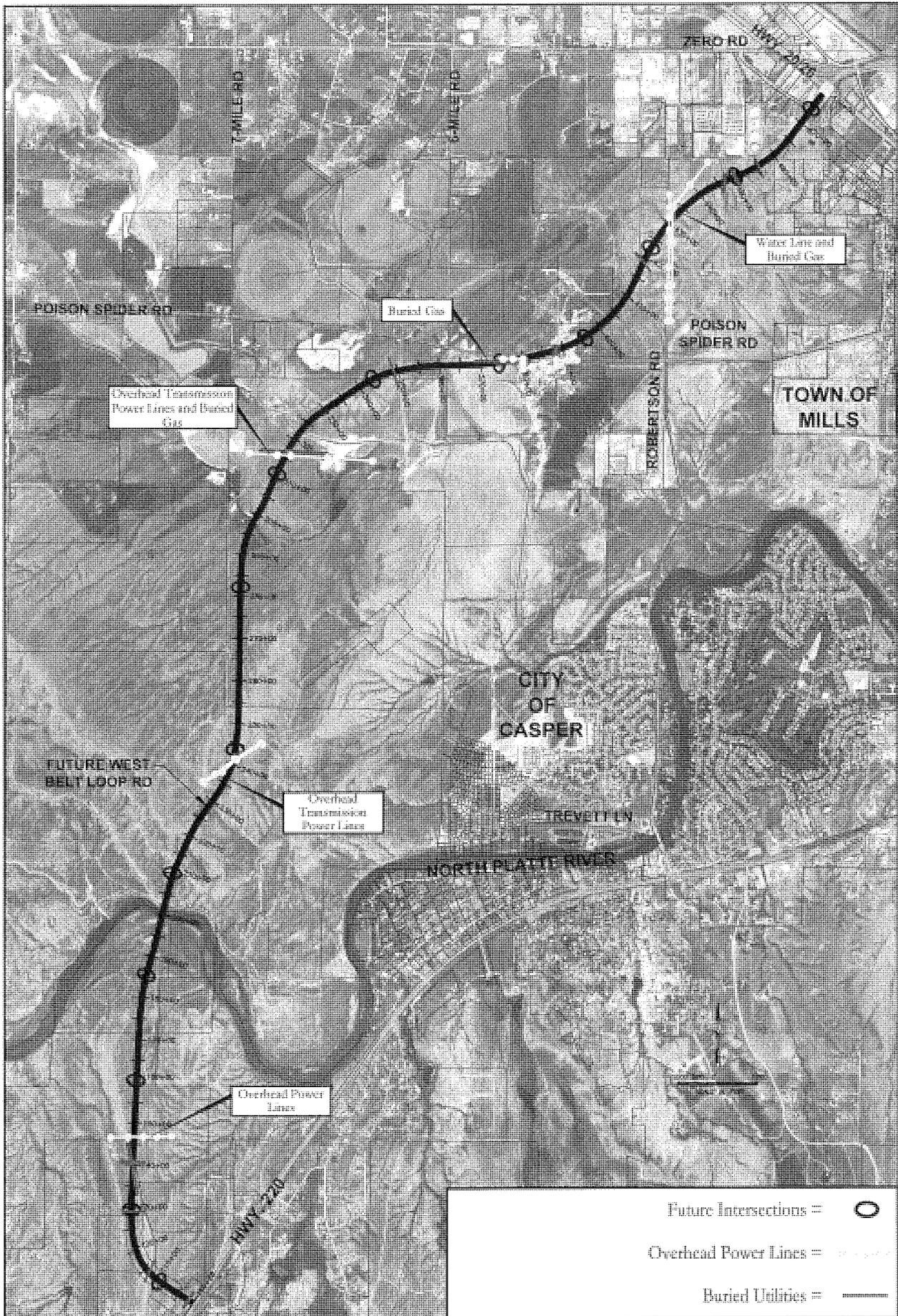
West Belt Loop Corridor lies within or adjacent to the Pioneer Water and Sewer District. Discussions with district staff indicate that adequate supply would be available to serve the area. There are currently no water mains or distribution lines in the area; regional development will require the long-range planning, design construction and funding of trunk main construction.

### **7.2 SEWER SERVICES**

The West Belt Loop corridor is tributary to the City of Casper sewage treatment plant located on the North Platte River. The sewage treatment plant administrators indicated that the plant has considerable unused capacity at the plant to handle the future West Belt Loop developments. A trunk sewer system should be planned to collect waste from the area. Development will need to lead the way for extension of services to the area.

In addition to water and sewer services, future development would need to extend power, gas, communications and cable to serve future commercial, industrial and residential development. Some areas of the corridor already include some of these services, especially in the region around Robertson Road and north to Highway 20/26. The attached Figure 11 illustrates the approximate locations of existing utilities along the entire corridor. It is assumed that with the availability of these private utilities in the vicinity that development and utility companies would extend services to the corridor.

In summary, there appears to be future capacity, or opportunity for public and private utility purveyors to serve the West Belt Loop corridor development.



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

PROJECT: WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN  
 SHEET NO: \_\_\_\_\_  
 WYOMING NO: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_  
 DRAWING NO: \_\_\_\_\_

UTILITY PLAN

FIG. 13

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INSERT TAB SHEET SECTION 8

## 8 PRELIMINARY ENVIRONMENTAL SCREENING

A preliminary environmental screening process was undertaken to determine the level of impacts the future intersections might have on the local environment. In the West Belt Loop Environmental Assessment, the bypass project went through an exhaustive National Environmental Policy Act (NEPA) process. Included in the NEPA process was a comprehensive environmental review. The original Environmental Assessment (EA) addressed potential impacts to land use, farm and ranchland, socioeconomics, wildlife and fisheries, wetlands, traffic, air & noise impacts, cultural resources, and floodplain impacts. The West Belt Loop project included all necessary mitigation measures as part of the process before the roadway design was approved and released for construction. Construction of the highway began in 2012 and should be completed in Fall 2014.

This Corridor Plan establishes precise locations for future major and minor intersections along the 7.2 mile corridor. Although the planning of these intersections does not require a reevaluation of the EA, it is expected that FHWA and WYDOT will require a pre-NEPA screening be conducted in accordance with the guidelines outlined in the FHWA *Guidance on Using Corridor and Subarea Planning to Inform NEPA (April 5, 2011)*.

During the field review and topographic research, three primary environmental items related to the placement of intersections were identified. These include: Impacts to wetlands, property accessibility (socioeconomics), and cultural /historic impacts. The attached Figure 12 identifies property boundaries, historically significant sites/features, and delineated wetlands.

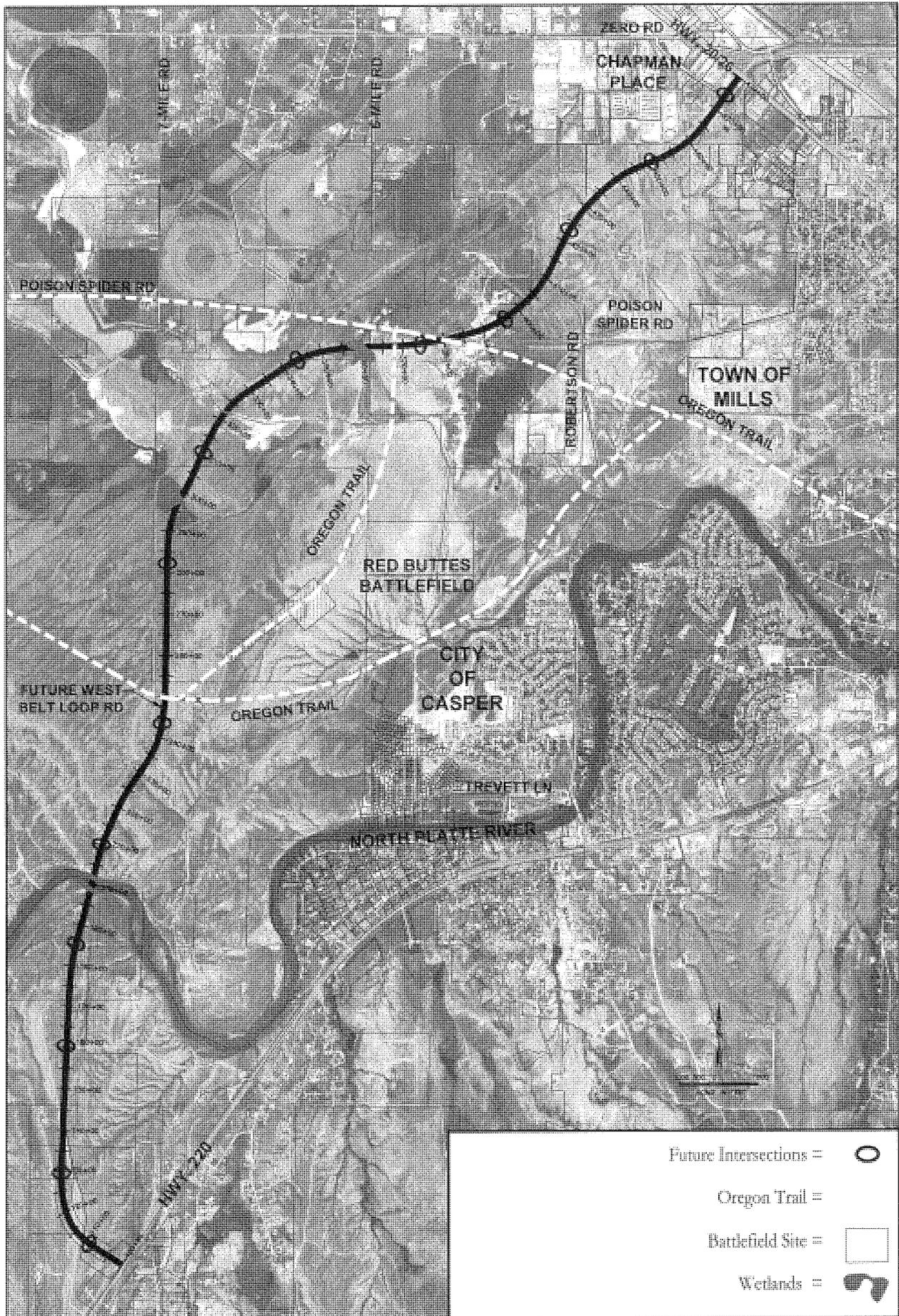
Regarding property accessibility, the intersections can be reached by future private development. Future connectivity may require frontage road and collector road development from developable areas to the defined intersections.

The figure illustrates that the proposed intersections do not adversely impact or conflict with known cultural sites and biologically diverse wetlands.

The environmental screening for this Corridor Plan included a field investigation, topographic research, thorough review of the EA, and resource agency contacts. Resource agency letters were distributed to the following agencies to solicit comments on any known or anticipated environmental issues:

<u>Agency</u>	<u>Response Received</u>
Natrona County Floodplain Administrator	<input checked="" type="checkbox"/>
WYDOT (Planning)	
Wyoming Game and Fish Department	
Wyoming DEQ	
Wyoming State Historic Preservation Office	
FHWA Wyoming Division	<input checked="" type="checkbox"/>
US Army Corps of Engineers	<input checked="" type="checkbox"/>
US FWS Wyoming	
EPA Region 8	
NRCS, Wyoming East Area	

Agency response letters are included in Appendix C. Note only those agencies with a check provided a response to the screening inquires. Based on input received, the resource agencies do not consider any major environmental obstacles to future intersections along West Belt Loop.



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	<p>PROJECT NO. 0000000000 DATE 08/20/08</p>		

<p>WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN</p>	<p>PROJECT NO. 0000000000</p>
<p>WETLANDS DELINEATION AND CULTURAL FEATURES</p>	<p>FIG. 13</p>

<p>PROJECT NO. 0000000000</p>
<p>FIG. 13</p>

INSERT TAB SHEET SECTION 9

## 9 MAP-21 PERFORMANCE MEASURES

FHWA is currently working with the State and metropolitan planning organizations to transition toward and implement a performance-based approach to carrying out the Federal Highway Program known as Transportation Performance Management. Transportation Performance Management represents the opportunity to prioritize needs, and align resources for optimizing system performance in a collaborative manner. This transition supports the recent legislation "Moving Ahead for Progress in the 21st Century," also known as MAP-21. This legislation integrates performance into many federal transportation programs and contains several performance elements.

Both the Cheyenne MPO and Casper Area MPO are working towards development of performance-based standards and the metric to measure performance. In our discussions with FHWA and various state DOTs, the process to establish specific guidelines to meet the federal performance targets is still a work in progress. The FHWA has indicated to WYDOT Planning that in the absence of set compliance measures, they are willing to work with local agencies to establish performance standards on a project by project basis. It is incumbent though for those agencies to thoughtfully determine realistic and measurable rating criteria applicable to the following seven national goals

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Movement and Economic Viability
6. Environmental Sustainability
7. Reduced Project Delivery Delays

As with any new federal program, there will be a learning curve to establish compliance with the requirements of the program. Discussions with WYDOT Planning and FHWA officials indicate that FHWA will work with the consultant and MPO to develop project specific criteria and their respective measurements. It is incumbent on the MPO to exercise due-diligence in this process; FHWA is willing to be flexible.

In the absence of specific target goals and measures, and considering some subjectivity to measuring the effectiveness of a few of the criteria, the following Table 15 has been developed to illustrate the preliminary approach to meeting MAP-21 and performance based standards.

**Table 15. Map -21 Performance Descriptions and Measures**

Performance Measure	Description	Preliminary Measures and Metric
Safety	Significant reduction of traffic fatalities and injuries on Public Roads.	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Must define the threshold for “significant” reductions</li> <li>• Some measurable criteria, but can be subjective</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Crash study as baseline</li> <li>• Establish/document safety features</li> <li>• Predictive Methods for reviewing the safety and operational effects of geometric recommendations for the corridor (Using IHSDM Software)</li> </ul>
Infrastructure Condition	Maintain the highway infrastructure in good repair.	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Application to new construction will be difficult; challenging to rate new pavement sections vs. existing roadway</li> <li>• Requires subjective approach</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Document maintenance standards and pavement preservation method</li> <li>• Document pavement design life-cycle investigation.</li> <li>• Outline pavement inspection and rating process (Pavement Management System)</li> <li>• Apply numeric value to alternative pavement section designs in relation to their life expectancies</li> </ul>
Congestion Reduction	Achieve significant reduction in congestion on the National Highway System.	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Must define the threshold for “significant” reductions.</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Use Transportation Forecasting methods to determine transportation reallocation</li> <li>• Assign values to corridor and intersection LOS improvement</li> </ul>
System Reliability	Improve the efficiency of the surface transportation system.	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Challenge will be applying weighted scores to levels of improvement</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Consider using reduced travel times, i.e., trip reduction and corresponding reduced user costs (FHWA formula)</li> <li>• Develop numeric system for level of trip reductions – possibly by percent reduction</li> </ul>
Freight Movement & Economic Vitality	Improve the national freight network by strengthen the ability of rural communities to access trade markets, and Support regional economic development.	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Goal has two distinct parts – requires separate metrics</li> <li>• Freight vitality is more easily measurable</li> <li>• Local economic growth is subjective</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Predict potential for freight growth via transportation planning tools; Apply corresponding numeric values</li> <li>• Regional development potential could be measured based on percent growth potential</li> </ul>
Environmental Sustainability	Protect and enhance the natural environment. Cultural Resources Biological Resources Wetlands Impacts Socio-economic (Covered in Economic Vitality above)	<p><i>Goal Challenges:</i></p> <ul style="list-style-type: none"> <li>• Compliance threshold is subjective</li> <li>• Requires documentation of regional environmental jewels, highlights, treasures, benefits</li> <li>• Need to establish “what is allowable”</li> </ul> <p><i>Metric:</i></p> <ul style="list-style-type: none"> <li>• Sustainability means “no adverse environmental impact” - baseline</li> <li>• Documentation of mitigation measures</li> <li>• Document/measure construction requirements for environmental compliance</li> <li>• Apply corresponding numeric value</li> </ul>

## 9.1 MAP-21 APPLICATION, WEST BELT LOOP

The application of MAP-21 performance measures with the West Belt Loop project is summarized as follows:

**Safety.** West Belt Loop was designed to accommodate higher speed traffic operations between Highway 20/26 and Highway 220. Stopping sight distance combined with reasonable roadway geometrics are addressed in the design. Likewise, the bypass route will serve traffic currently using Robertson Road, CY Avenue, and other city streets. Providing these pass-through motorists with a more direct route will improve safety on the existing transportation system. Moving forwards, safety must be monitored for West Belt Loop in order to assure MAP-21 goals, and to preserve the interest of public safety.

Safety has historically been monitored and measured through collision statistics. When crash rates for a particular corridor or intersection exceeds historical trends or averages for a jurisdiction, as established through the governing body, the facility may be designated a high accident corridor or high accident location (HAL) by this body.

For instance, WYDOT maintains historical collision data for State Highways and Arterials. According to *FY 2012 Problem Identification* (WYDOT, 2012), a 1.5605 crash rate per million vehicle miles of travel (VMT) and 0.0163 fatalities per million vehicle miles of travel was calculated for State Highways in year 2010. As such, moving forward, the recommended threshold for safety is a crash rate of 1.56 million VMT and fatality rate of 0.02 million VMT for West Belt Loop, as rates exceed averages and therefore would qualify as an HAC. This would be subject to revision with future WYDOT collision analyses.

In terms of intersections, it is standard industry practice to further review safety issues when a crash rate of greater than 1 collision per million entering vehicles is calculated; or whenever a fatality has occurred and has been classified intersection-related. In the future, an HAL should be considered if a crash rate of 1 collision per million entering vehicles or an intersection-related facility is noted for West Belt Loop intersections.

Additional traffic/safety analyses and potential safety improvements may be warranted when rates exceed these thresholds.

- ◇ **Infrastructure Condition.** The design life for a new roadway is typically 20-years. With regular preventative maintenance, the pavement and base life expectancy could extend beyond 20-years provided traffic wheel loads do not drastically increase. The design includes provisions to remove storm drainage – one of the primary contributors to pavement deterioration.
- ◇ **Infrastructure Condition** West belt Loop is designated as a State Route and will be operated and maintained by WYDOT. The pavement was designed to accommodate freight and passenger vehicles. The State currently operates a pavement infrastructure inspection and maintenance program. Maintenance includes pavement preservation, pavement resurfacing, safety feature inspection and maintenance (i.e., safety rail), signing and striping maintenance. The State's maintenance program is included in the Casper District's annual schedule and budgeting process.
- ◇ **Congestion Reduction.** West Belt Loop is being constructed as operational, capacity, and safety mitigation for traffic congestion for Robertson Road, CY Avenue, and Wyoming Boulevard within Casper. Corridor and intersection levels-of-service (LOS) were used as primary measures to assure operations and capacity of West Belt Loop. LOS is a standard industry measure accepted for the review of traffic conditions.

A LOS C condition is recommended for West Belt Loop and LOS D condition for study intersections moving forward, as measured using Highway Capacity Manual methodologies. Capacity or signal improvements may be required if these capacity goals are not met. In addition, the reduction of congestion on Robertson Road, CY Avenue, and Wyoming Boulevard, in terms of LOS and delay benefits, should be considered in this metric; as such improvements prove the benefit of West Belt Loop.

- ◇ **System Reliability and Efficiency.** As indicated above, LOS is the measure of traffic flow and congestion for an arterial to assure capacity. In terms of reliability and efficiency confirmation, it makes some sense to relate these standards to travel speeds so that WYDOT and local agency officials have a way to validate capacity/operations through the use of speed surveys.

The Highway Capacity Manual defines highway and freeway LOS in terms of time-spent following and density factors. There are many variables that go into highway capacity analyses for highways and freeway segments. However, the threshold for these facilities generally calculates to 65 to 70 percent of travel speeds, which ranges between 39 and 42 mph, or an average of around 40.5 mph for a 60 mph facility such as West Belt Loop. The threshold for further evaluation employing highway capacity analyses should occur if a speed study indicates that a segment of West Belt Loop were to operate at less than 40.5 mph. Note this is a very preliminary investigation and should not be directly related to HCM analyses; rather used only as a cutoff point for further analyses/investigation.

- ◇ **Freight Movement and Economic Vitality.** The Casper West Belt Loop Environmental Assessment (EA) indicates “Truck traffic on CY Avenue (Highway 220) west of Robertson Road exceeds 20% of the total traffic. On CY Avenue between Robertson Road and Wyoming Boulevard, truck traffic is about 10% and on Wyoming Boulevard between CY Avenue and Business 20/26 about 20%.” The EA further discusses West Belt Loop would offer the opportunity to divert between “300 and 450” trucks from these arterials. In accordance with the EA, the net reduction of truck traffic on the existing roadways is: 15% on CY Avenue west of Robertson Road; 6.5% on CY Avenue between Robertson Road and Wyoming Boulevard; and 17.5% on Wyoming Boulevard between CY Avenue and SH 20/26.

The improved mobility of freight contributes to local economic vitality. For the purpose of MAP-21, Freight Movement and Economic Vitality goals can be achieved if truck counts indicate an average of between 300 and 450 trucks use West Belt Loop each day, as averaged through the year, and if truck traffic is reduced by 3.5 to 5% on CY Avenue and 3.5% on Wyoming Boulevard, again as averaged throughout the year. If these goals are not met, then local agencies and WYDOT should consider implementing a study to determine how signage and other similar measures can be used to promote truck activity on West Belt Loop.

- ◇ **Environmental Sustainability.** Within the 7.2 mile West Belt Loop corridor are several environmental items of significance. These items include wetlands, historically significant sites (i.e., Red Buttes Battlefield and Oregon Trail), bio-diverse riparian habitat (along North Platte River), and ranchlands. The measure of impact to these environmental issues of concern were addressed in the 2001 West Belt Loop Environmental Assessment. In some cases, wetlands mitigation was instituted where necessary. Likewise, the route is significantly detached from the battlefield area. The Oregon Trail is not as easily defined and roadway construction does not impact any visible wagon tracks or other historically significant sites.

All of the future intersections identified in this study are located to not impact any known or suspected environmental or cultural feature. In the case of future developments in areas known to include historic features, the development will need to consider potential impacts and provide mitigation measures accordingly.

It is assumed that future intersections and associated transportation infrastructure will impact regional transportation mobility. In some local rural residential areas, traffic patterns will be modified. In other words, local landowners will have direct access to and from West Belt Loop. It is expected the traffic from future development along the corridor, as well as pass-through traffic may travel through the existing residential neighborhoods. However, pursuant to a brief destination evaluation, it is not expected that motorists will “short cut” through the slower speed, stop controlled residential roads.

A summary of the resulting MAP-21 thresholds for West Belt Loop are provided in Table 16.

<b>Table 16. Map-21 Performance Thresholds</b>	
<b>Performance Measure</b>	<b>Performance Thresholds</b>
Safety	Safety standards are met if less than 1.56 collisions or 0.02 fatalities are calculated per million miles of vehicle travel for West Belt Loop, less this be considered a high accident corridor. A high accident location would be noted with a crash rate of 1 collision per million entering vehicles at an intersection, or if one intersection-related fatality were to occur. Additional traffic/safety analyses and potential safety improvements may be warranted when rates exceed these thresholds.
Infrastructure Condition	Given the West Belt Loop Road and future intersections will be operated and maintained by WYDOT, the condition of the infrastructure improvements, including all future signals, will be well maintained. WYDOT pavement maintenance practices will be implemented thus ensuring the longest sustainable life expectancy before costly repairs are required.
Congestion Reduction	A LOS C threshold is recommended for West Belt Loop and LOS D for study intersections. Capacity or signal improvements may be warranted where these thresholds are not met. Also reduced congestion on Robertson Road, CY Avenue, and Wyoming Boulevard support the benefit of West Belt Loop improvements.
System Reliability	A speed of 40.5 mph (not to be confused with posted regulatory speed limit) should be maintained for West Belt Loop. Further capacity analyses should be performed if a speed study were to find that speeds did not meet or exceed this threshold.
Freight Movement & Economic Vitality	This goal can be achieved if truck counts indicate an average of between 300 and 450 trucks use West Belt Loop each day and if truck traffic is reduced by 3.5 to 5% on CY Avenue and 3.5% on Wyoming Boulevard, as averaged throughout the year. A study should be performed to determine how truck traffic on West Belt Loop can be increased (via signage, etc.) if these truck goals were not met for the corridor.
Environmental Sustainability	The West Belt Loop and future intersection construction meets NEPA compliance requirements related to environmental impacts. There will be no net effect on the natural environment.

INSERT TAB SHEET SECTION 10

## **10 POLICY RECOMMENDATIONS**

This section provides Policy recommendations for West Belt Loop and the land use influence area of the corridor. The recommendations are provided to guide WYDOT, Natrona County, Town of Mills, Casper MPO, and local agencies with jurisdictional responsibility over future land use and developments.

For the purpose of these policy guidelines, the West Belt Loop corridor “influence” area generally extends ½-mile to the west and ¾ mile to the east, encompassing the properties most likely to directly access and generate traffic along the length of West Belt Loop along. In addition, this would include connecting roadways, frontage roads, reverse frontage roads, and backage roads located within this influence area.

### **10.1 JURISDICTIONAL COORDINATION**

The completion of West Belt Loop will more closely link communities within Natrona County and the adjoining municipalities. West Belt Loop will provide these communities more direct access for land use development with associated economic growth. As such, coordination on issues such as land use and infrastructure development will be important to the future. A summary of policy and guidelines for jurisdictions includes:

- ◇ WYDOT and the FHWA have approved the access management strategies, including intersection locations, as outlined herein. Record of this approval is on file with the WYDOT Casper office and at the Casper Area MPO office.
- ◇ Natrona County, City of Casper, and the Town of Mills will need to adopt this study, including these access management policy conditions. Discussions with the Casper Area MPO Policy Committee on June 19, 2014 concluded that the three agencies will adopt the Study by resolution. Further, agency planning and engineering staff will be instructed on the use of the study related to development along the West Belt Loop.
- ◇ Encourage regional adoption of specific land use policy that fits within the general assumptions of West Belt Loop for the corridor influence area, with enforcement via Comprehensive Plan and zoning regulations for Natrona County, City of Casper, and the Town of Mills; including maps, goals, polices, and development standards.
- ◇ Encourage arterial connectivity to the six major intersections proposed along the corridor in order to promote regional mobility, as promoted through the transportation plans, arterial roadmaps, goals, polices, and development standards of the Casper MPO, Natrona County, City of Casper, and Town of Mills.
- ◇ Develop common roadway design standards so there is consistency in traffic operations/capacity, cross-sectional, and structural elements between jurisdictions.

### **10.2 LAND USE POLICY RECOMMENDATIONS**

Adequate transportation access and economic vitality are typically related. Sufficient access should be provided to/from West Belt Loop and interconnecting roadways to maximize the success of land use development. This section provides summary land use policy recommendations for the West Belt Loop influence area, as summarized as follows:

- ◇ New development should be promoted in a manner that preserves the rural character of the corridor until such time that that this is no longer a concern.

- ◇ Attempt to locate commercial land uses with direct access to West Belt Loop intersections, and not so commercial traffic must traverse residential neighborhood to access these 13 West Belt Loop intersections.
- ◇ Promote “Cluster” or “Mixed Use” developments where services and tasks can be achieved internally within neighborhoods without use of West Belt Loop or major arterials to travel between origin and destination centers.
- ◇ Promote use of frontage roads with future development to connect properties to major and minor intersections. Meet all required emergency services requirements related to property access, i.e., avoid single point of entry developments and promote multiple accesses for emergency responders.
- ◇ Promote Walkable Communities where access between land uses and services can be achieved by non-motorized means without the use of roads (i.e. walking, biking, etc.).
- ◇ Provide a buffer between commercial and industrial with residential land uses along the corridor, also away from West Belt Loop as possible.
- ◇ Require traffic impact studies for land use and building actions, as to promote consistent analysis of infrastructure needs and to determine transportation impact mitigations.
- ◇ Explore methods for soliciting development/developer support of West Belt Loop corridor infrastructure through measures such as frontage improvements, traffic impact study mitigation, proportionate mitigation project support, and potentially impact fees, as enforced through subdivision and building policies.

### **10.3 TRANSPORTATION POLICY RECOMMENDATIONS**

Transportation policy will guide the future widening of West Belt Loop; development of study intersections, interconnecting roadways, frontage roads, reverse frontage roads, and backage roads; and preservation of access. A summary of transportation policy recommendations for West Belt Loop includes:

- ◇ Designate right-of-way for future corridor expansion and for interconnecting arterials, as defined by local transportation plans.
- ◇ Assertively install traffic controls (stop signs, signals, etc.) at intersections in advance of access and land use development.
- ◇ Develop deceleration lanes and turn lanes at intersections to improve capacity and preserve safety at signalized and unsignalized intersections.
- ◇ Coordinate traffic signals along West Belt Loop in order to preserve corridor mobility.
- ◇ Construct pedestrian facilities along interconnecting roadways and secondary roads, as prescribed in local transportation plan. No pedestrian facilities are currently being promoted along West Belt Loop.
- ◇ Promote transit as an additional means to reduce traffic congestion along West Belt Loop in the future. Develop additional north-south and east-west arterials to promote local circulation to the City of Casper and Town of Mills, improving circulation within Natrona County, and reducing travel demands along West Belt Loop.
- ◇ Develop MPO, local, and State transportation improvement programs that promote the development of West Belt Loop infrastructure through governmental participation and development/developer support.
- ◇ Project-specific traffic studies should be developed in accordance with State and local practices, or as recommended by attached Access Standards, in order to assure adequate

traffic mobility/circulation and access to West Belt Loop and as a means to promote consistent analysis of infrastructure needs.

- ◇ Explore methods for soliciting development/developer support of West Belt Loop corridor development through measures such as frontage improvements, traffic impact study mitigation, proportionate mitigation project support, and potentially impact fees, as enforced through subdivision and building policies.
- ◇ In compliance with MAP-21 recommendations, a high accident corridor (HAC) should be considered if West Belt Loop were calculated to have a crash rate in excess of 1.56 million vehicle miles of travel (VMT) or fatality rate in excess of 0.02 million VMT. A high accident location should be considered with a crash rate of 1 collision per million entering vehicles, or if one intersection-related facility is noted for an intersection. Additional traffic/safety analyses and potential safety improvements may be warranted when rates exceed these thresholds.
- ◇ In compliance with MAP-21 recommendations, a LOS C condition is recommended for West Belt Loop and LOS D condition for intersections, as measured using Highway Capacity Manual methodologies.
- ◇ Additional Highway Capacity Analyses should be performed if a speed study indicates that a segment of West Belt Loop were to operate at less than 40.5 mph.

#### **10.4 ACCESS MANAGEMENT**

Section 2 of this study outlines access management recommendations, with broadened definitions provided in the Technical Appendix A. A summary of policy recommendations as it pertains to access management includes:

- ◇ Phase out “temporary” or seasonal access as land uses develop within the influence area of West Belt Loop.
- ◇ Restrict access to only the 13 intersections defined/recommended by the West Belt Loop corridor Plan through a resolution passed by each Council. If some deviation occurs, no major intersection should be relocated within ½ mile spacing of another major intersection.
- ◇ Revise intersection improvement recommendations with further traffic study and the provision of TIS as corridor infrastructure and land uses develop along West Belt Loop in the future. However, these recommended intersection improvements should stand and be developed as development progresses over time, with right-of-way preservation and construction, unless WYDOT approves minor deviations.
- ◇ Promote access to corridor land uses by virtue of frontage roads, reverse frontage roads, backage roads, shared access, and access easements, as provided for by West Belt Loop Access Guidelines. (Appendix A)
- ◇ Explore methods for soliciting development/developer support of West Belt Loop intersection development through traffic impact study mitigation, proportionate mitigation project support, and potentially impact fees, as enforced through subdivision and building policies.
- ◇ In compliance with MAP-21, a LOS D condition is recommended for intersections along West Belt Loop, as measured using Highway Capacity Manual methodologies.
- ◇ A high accident location should be considered with a crash rate of 1 collision per million entering vehicles, or if one intersection-related facility is noted for an intersection. Additional traffic/safety analyses and potential safety improvements may be warranted when rates exceed these thresholds.

INSERT TAB SHEET SETION 11

## 11 PUBLIC INVOLVEMENT PROCESS

A public and stakeholder involvement process was used to inform citizens and help generate support for the future development West Belt Loop. A summary of this process is provided in this section, with further details provided in the Technical Appendix D.

### 11.1 KEY STAKEHOLDERS

The Consultant, Casper MPO and WYDOT prepared a public involvement strategy to guide the landowner coordination and public relations process. The public relations program addresses the general public but places special emphasis on agencies and property owners who are directly and indirectly impacted by the proposed corridor (See Table 17):

<b>Table 17. West Belt Loop, Key Stakeholders</b>	
<b>Primary Stakeholders</b>	<b>Secondary (Specialized) Stakeholders</b>
<ul style="list-style-type: none"> <li>▪ WYDOT (District and Cheyenne)</li> <li>▪ FHWA</li> <li>▪ Casper Area MPO</li> <li>▪ Natrona County</li> <li>▪ Town of Mills</li> <li>▪ Directly Impacted Property Owners</li> </ul>	<ul style="list-style-type: none"> <li>▪ Regional Property Owners</li> <li>▪ Emergency Services</li> <li>▪ School District</li> <li>▪ Resource Agencies</li> <li>▪ Utility Companies</li> </ul>

Primary stakeholders consist of the sponsoring agencies with jurisdiction or direct interest with the improvements as well as property owners, both private and public whose properties will be impacted with new intersections. Secondary stakeholders with somewhat lower impacts resulting from the corridor include emergency service providers, utilities, local school district, and various resource agencies. The public relations approach taken with this study included four key coordination steps.

### 11.2 LANDOWNER MEETINGS

Between 8/20/13 and 8/21/13, the consultant met with several landowners one-on-one and in a group setting. Appendix C includes meeting notes from the one-on-one meetings, including the date of the meetings. On 1/27/14 the consultant, Casper MPO and Town of Mills representatives conducted a follow up property owner meeting at the Town of Mills meeting room. This meeting was intended to meet property owners not initially contacted in the 1st round of individual meetings. The goal of all individual landowner meetings was to inform them of the project, how the project may impact them, and solicit feedback on their respective land use and future development plans (if any).

### 11.3 PUBLIC MEETING PRESENTATIONS

Public open house meetings were conducted on 10/17/13, 3/3/14 and 7/7/14. The 1<sup>st</sup> meeting was conducted at the CY Middle School with the 2<sup>nd</sup> and 3<sup>rd</sup> meetings were held at the Christ Church on Zero Road. The 1<sup>st</sup> meeting was conducted prior to completion of the draft study. The second meeting provided a summary of the findings and conclusions and outlined the preliminary locations of the future intersections. At the final meeting, the consultant presented the final findings and corridor recommendations. Included in Appendix D are various public involvement

documents including presentations, attendance list, meeting minutes, and comment forms received. In attendance at these meetings were representatives for all impacted local agencies, including WYDOT and FHWA.

#### **11.4 PUBLIC PRESENTATION**

The final step in the public relations process was an open house meeting held on July 7, 2014. A formal presentation was provided outlining the final access plan and intersection locations. Appendix D includes the relevant backup for this meeting.

INSERT TAB SHEET APPENDIX A

## **APPENDIX A - WEST BELT LOOP ACCESS MANAGEMENT POLICY**

Officials with the Casper Metropolitan Planning Organization (herein referred to as Casper MPO), Natrona County, Town of Mills, and the Wyoming Department of Transportation (WYDOT) desire to establish access management guidelines for the West Belt Loop corridor. As residential and commercial properties are poised for development along West Belt Loop, these local agencies have directed these guidelines consider an access influence area extending up to one-half mile from the corridor along interconnecting arterials. The purpose of the access management plan is to establish guidelines that promote adequate access corridor properties, via interconnecting arterials and secondary access strategies, while ensuring the functionality of West Belt Loop via high access control measures.

### **1. WEST BELT LOOP**

WYDOT officials have programmed West Belt Loop as a rural principal arterial. According to the WYDOT Access Manual (March, 2005), these arterials “serve movements with trips involving substantial statewide or interstate travel and also serve the larger cities and towns. These highways have high access control and high mobility; their main purpose is the efficient movement of people and goods and they are meant to provide little or no land access.”

From the 2014 West Belt Loop Land Use, Connectivity, and Access Plan, it is known that the interconnecting roadways will be needed to promote east-west connectivity to the City of Casper, Town of Mills, and Natrona County. Figure 4 in Section 2 of this July 2014 Corridor Study defines the precise locations for future intersections along the 7.2 mile corridor. Most of these intersections will be signalized with full regional build out, with right and left-turn lanes developed to promote capacity.

The discussion provided in Section 1 is intended to guide access development for properties located along the arterial between primary east-west arterials. Also described in that section is the permitting and traffic impact study processes recommended to gain access to West Belt Loop and anticipated right-of-way designation requirements for fronting properties. Section 2 will provide access management discussions for interconnecting arterials, and Section 3 discusses traffic impact study standards and infrastructure development guidelines for developments accessing interconnecting roadways.

#### **1.1 Access Spacing**

The summary of allowed access spacing for a rural principal arterial is summarized in Table A.1 below. The headers denote the type of access to/from various land uses ranging from:

- ◇ A right-in and right-out only “field” access provided to an agricultural lot or property if daily use occurs with less than 6 trips per day for only a few weeks of the year. These accesses do not directly connect to residences or other buildings and are expressly used for ranch and agricultural use.
- ◇ A right-in and right-out only “residential” access provided as an entrance/exit to/from a home for the exclusive benefit of the dwellings resident.
- ◇ A “commercial” access provided as an entrance/exit to/from a single business, commercial development, cultural or institutional complex, public establishment, or any development with 3 or more family residences adjacent to the highway; as limited by generating up to 50 trip ends per hour per day.
- ◇ A “major” access denotes a street connection, or provides entrance/exit to/from any land use generating more than 50 trip ends per hour per day.

The table is read by selecting the type of access for uses shown on the left column, and then comparing the minimum separation distance to access for other land uses identified from the top row. Separation distance is provided in feet from center-of-driveway or street, to center-of-driveway or street.

<b>Table A.1. Access Spacing Policy for a Rural Principal Arterial</b>				
<b>Access Type</b>	<b>Field</b>	<b>Residential</b>	<b>Commercial</b>	<b>Major</b>
<b>Field</b>	330 feet	330 feet	660 feet	1,320 feet
<b>Residential</b>	330 feet	660 feet	1,320 feet	1,320 feet
<b>Commercial</b>	660 feet	1,320 feet	2,640 feet	2,640 feet
<b>Major</b>	1,320 feet	1,320 feet	2,640 feet	2,640 feet
Source: WYDOT Access Manual (March 2005)				

As shown, spacing between major accesses, be it between two arterial intersections, or an arterial and any commercial driveway, or between any two commercial driveways is 2,640 feet. The prevailing spacing standard for West Belt Loop is 2,640 feet or ½ mile, given the nature of commercial land use development that is predicted to occur along the arterial throughout the next several years. This means a full access break, allowing all right and left-turn and through movements, can be developed on the ½-mile basis for intersecting streets or at major commercial driveways.

WYDOT Access Manual guidelines specify field and residential access be limited to right-in and right-out turn movements only. This may promote U-turns at major intersections or the use of off-West Belt Loops frontage, backage, or side streets to perform turn-around maneuvers to access driveways.

Several other additional spacing and design principals were defined by the WYDOT Access Manual. A summary of principals applicable to access development along a *rural principal arterial* include:

- ◇ Access on West Belt Loop should be aligned directly across from each other, and not offset, when on opposite sides of the road. Right-in and right-out driveways can be offset, if necessary.
- ◇ Joint access should be promoted when possible and straddle property lines, as conforming to spacing standards, when possible.
- ◇ Access should be developed to avoid backing or queuing from a driveway onto a roadway.
- ◇ All accesses shall have a minimum clearance of 12.5 feet from the abutting property line, unless a joint access is used.
- ◇ The distance from right-of-way line to the near edge of service pumps, vendor stands, tanks or private water hydrants should be a minimum of 20 feet.
- ◇ No access shall be allowed within a deceleration or acceleration lane.
- ◇ No single commercial or residential development will have two or more access points on West Belt Loop without the justification of a traffic study.
- ◇ A two-way driveway should have a minimum width of 24 feet and maximum width of 40 feet.
- ◇ Driveways and intersections should align with West Belt Loop at a minimum 70-degree angle with right-in and right-out driveways allowing up to a 60 degree angle.
- ◇ The commercial driveway radii should not be less than 25 feet nor greater than 50 feet.
- ◇ Access should be designed in accordance with criteria provided within the WYDOT Access Management Manual and Road Design Manual (April 2013).

Stopping sight distances should be maintained in accordance with the WYDOT Access Manual. Entering sight distances should be maintained in accordance with guidelines outlined within A Policy on Geometric Design of Highways and Streets (AASHTO 6<sup>th</sup> Edition, 2011).

## **1.2 Access Permit and Traffic Impact Study**

Application must be submitted to the District Engineer for any property access desired along West Belt Loop. Permits must be submitted for any new access, or for the alternation of any current access. An access must be used for what it was intended and permitted. A new permit must also be filed for any access poised for change as a result of significant occupancy, business, or land use change.

Per the WYDOT Access Manual, application for access permit will be accepted only from an individual, partnerships, corporation, qualified agent, or other body recognized by law as owning all or the major interest in the property abutting West Belt Loop. The permit form or its attachments must identify: the project location and address; name of property owners and/or easement users; the type of access requested (field, residential, commercial, or major); and a design sketch or drawing showing the proposed access designs. The sketch must identify property lines, arterial right-of-ways, drainage details, location of structures and obstructions, general driveway designs (including width, radii, channelization, etc.), and location of adjacent/neighboring upstream and downstream access.

In many instances, a traffic impact study (TIS), documenting the traffic and transportation impacts of a new development, may be required to support an access permit application. A TIS is typically required by District Engineers when:

- ◇ A proposed development land use has the potential to generate 50 or more peak hourly trips;
- ◇ Two or more access are proposed from a single property or contiguous development;
- ◇ Project access requires geometric design report, as the result of high turn volumes, queue potentials, or other design impacts;
- ◇ When the intersection of a connecting arterial is being developed;
- ◇ When a project is expected to have unusually high truck volumes;
- ◇ When a spacing or design deviation from access guidelines is requested; or
- ◇ To address other traffic and transportation issues identified by District Engineers.

Traffic studies should be developed in accordance with guidelines provided with the *WYDOT Access Manual* and the *WYDOT Traffic Studies Manual* (March 2011). A deviation from access guidelines may be requested from WYDOT Officials, in terms of spacing or design. The requested deviation will be considered by the Access Review Committee appointed by the District Engineer. The Committee will recommend the deviation be approved or denied; potentially with planning or design modifications provided as conditions in the case of approval.

## **1.3 Widening and Frontage Designation**

West Belt Loop will be an important commute and freight route between State Highway 20/26 and State Route 220, with up to 4,500 peak hourly trips eventually projected along the arterial. As such, the need for widening the principal arterial to four lanes, with a restricted median and left and right turn lanes at major intersections will be required to accommodate forecast traffic. As shown by Figure 2 of the main report, the cross-section for this current and future roadway consists of the currently proposed 2-lane section and depicts the typical ultimate 4-lane section. The roadway generally requires a 300-foot right-of-way to accommodate the separated roadway and 50-foot median.

## 2. INTERCONNECTING ROADWAYS

The WYDOT Access Manual recommends that no driveway or access be located within 660 feet of a rural highway or arterial. The first principal of access for interconnecting roads is the need to minimize driveway or street access along interconnecting arterials within 660 feet of the outside curb-line off West Belt Loop.

The remaining arterial connections off West Belt Loop were recommended to promote adequate access to properties, while ensuring the functionality and safety of intersection roadways. Recommendations were based principally off guidance provided in the *Access Management Manual* (TRB, 2003) and *State of the Practice in Highway Access Management* (NCHRP Report 404, 2011), focusing on an influence area located up to ½ mile of West Belt Loop.

### 2.1 Traffic Signal Spacing

Frequently or irregularly spaced traffic signals on arterial result in poor traffic operations with increased safety risk. Technical resources indicate near ideal traffic operations and safety occurs when signals are spaced on the ½ mile basis. The introduction of more signals impacts traffic operations, as most suitably noted via increased travel times. For instance, three signals per mile result in a 9 percent increase of travel times while four signals per mile increase travel times by 16 percent; ranging up to a 39 percent increase of travel times when eight signals are spaced within a mile (on a 660 foot basis).

The ideal location of a signal is preferred ½ mile off West Belt Loop. A signal spaced ¼ mile off the corridor can be allowed conditionally, if a traffic impact study is provided in support of such an allowance. The TIS must recommended geometric, signal cycle, signal timing, and signal coordination mitigation to minimize impact to traffic operations and travel time. Any spacing of signals on less than a ¼ mile basis should be prohibited on interconnecting roadways.

A summary of these recommendations are provided in Table A.2. Note the primary assumption for this summary is interconnecting roadways would have progression speeds ranging between 30 to 50 mph with cycle lengths of between 60 to 120 seconds, as roadways intersecting with a rural principal arterial. The applicability of spacing for speeds or signal times falling outside of these ranges can be reviewed again with the use of a TIS, with appropriate mitigation provided to offset operational and safety impacts.

	<b>Spacing</b>	<b>Condition/Consideration</b>
<b>Preferred/Ideal</b>	2,640 feet	Maximizes traffic operations, travel time, and safety.
<b>Conditional</b>	1,320 feet	Conditionally allowed with geometric, timing, and coordination mitigation supported by traffic impact study
<b>Prohibited</b>	< 1,320 feet	Less than ¼ mile spacing results in unacceptable impacts to traffic operations, travel times, and safety.

Source: Adapted from Access Management Manual (TRB, 2003) and State of Practice in Highway Access Management (NCHRP Synthesis 404, 2011).

### 2.2 Unsignalized Intersection and Driveway Spacing

Unsignalized intersections or driveways also impact the mobility of an arterial, as traffic must slow to accommodate vehicles turning into or from the travel-way. The Access Management Manual indicates the delay caused by these vehicles can cause a “shock wave” that can ripple through vehicle platoons,

increasing delays and even causing rear-end and lane-change crashes located a considerable distance from the turn location.

The preferred or ideal spacing of a driveway is considered based on a number of factors that principally include, if not necessarily limited to, safety, sight distance, turning overlaps, influence distance, and egress capacity. The following has been determined via technical resources as it regards these considerations in the recommendation of unsignalized access for this study:

1. The crash rate increases with greater than five full access breaks, permitting left-turn movements, allowed along one side of an arterial with relatively uniform spacing of 1,050 feet (this can translate to 10 access with two driveways aligned across from each along the roadway). This principal would be considered in the review of limiting full access breaks allowing left-turn movements, as driveway spacing below 1,000 feet could impact safety.
2. According to *A Policy on Geometric Design of Highways and Streets* (AASHTO, 6<sup>th</sup> Edition, 2011), stopping sight distance ranges from between 200 to 425 feet along a roadway with operating speeds ranging between 30 to 50 mph. This principal would be considered in the review of full access breaks (allowing left-turn movements) and driveways/intersections allowing right-in/ right-out turn movements only. The resulting principal applied to this study is less than 425 feet of unobstructed stopping sight distance, including the sight obstructing activities associated with an upstream driveway/intersection, could impact safety.
3. *A Policy on Geometric Design of Highways and Streets* indicates a clear sight-line of between 350 to 555 feet is needed for drivers to perform a left-turn movement from a stopped position onto a road with operating speeds of between 30 to 50 mph. Assuming a downstream driveway as an obstruction, the resulting principal applied is less than 555 feet of unobstructed entering sight distance for left-turn movements, including the sight obstructing activities associated with an upstream driveway/intersection, could impact safety.
4. According to *A Policy on Geometric Design of Highways and Streets*, a sight-line of between 290 to 480 feet is needed for drivers to perform a right-turn movement from a stopped position onto a roadway with operations speeds of 30 to 50 mph. The principal applied is an unobstructed entering sight distance of 480 feet is needed, clear of the obstructing activities of a downstream driveway/intersection, to maximize safety.
5. Technical resources indicate a minimum distance of 185 to approximately 400 feet (later value interpolated) is needed to minimize collision potentials along an arterial with operating speeds of 30 to 50 mph due to overlapping right-turn maneuvers between unsignalized driveways/intersections. A minimum spacing of 400 feet assures safety between right-turn driveways/intersections.
6. Assuming an allowable spillback potential of up to 5 percent, driveway influence distances of between 335 to 520 feet are ideal for minimizing the breaking potential of vehicles behind right turn movements. On principal, a minimum spacing of 520 feet assures the safety of travelers on interconnecting West Belt Loop arterials.
7. The capacity of passenger cars to enter a roadway is not as finite an element as with the other factors previously listed. This is because, in addition to speed, trip generation and the use of a driveway can heavily impact entering capacity. This factor is even downplayed within the more current guideline, *State of the Practice in Highway Access Management*, as opposed to the *Access Management Manual*. As such, less weight was attributed to this factor, as compared with the elements listed above. Based on technical resources, the ideal distance to maximize the capacity of passenger cars to enter a roadway from unsignalized drives ranges between 330 to 950 feet (later value interpolated) on roadways with progression speeds of between 30 and 50 mph. The statistical average of 640 feet is derived from these values, and was therefore considered the limiting factor in analyses.

Reviewing these various discussions leads to separate conclusions, which result then in various access types of a full access break, right-in and right-out (RIRO) only driveway/intersection, with the potential for a left-in movement at RIRO locations.

**Full Access Break.** First, a full access break with left turns is limited by the first criteria, as collision potentials increase when spacing is allowed below 1,050 feet. Based on these guidelines, the potential for one full unsignalized access break can be allowed between West Belt Loop and the offset signal highlighted in the previous section. The ideal scenario would be to locate this driveway or intersection mid-distance between West Belt Loop and this potential signal mentioned previously, at a spacing of 1,320 feet (¼ mile) off West Belt Loop.

However, the conclusion to allow a full access at the ¼ mile should be supported with a TIS. The TIS would consider: 1) whether adequate traffic operations can be maintained, 2) whether the two-stage capacity of a center-turn lane would be required to promote adequate operations; 3) to support the need for auxiliary/turn lanes and potential pocket/queue lengths for the median break, and 4) to assess the impact to overall travel times/operation for the corridor. If acceptable traffic operations cannot be maintained, the reduction of turning movements should be enforced starting with an outbound left-turn from and then inbound left-turn to an unsignalized driveway or intersection. A RIRO only driveway could be supported on the ¼ mile without development of a full TIS; only with a summary determination for the need of a deceleration lane being required.

**RIRO Break.** The criteria for controlling right-turns ranges between a 400 feet minimum, to reduce collision potentials due to overlapping right turns, to a maximum of 640 feet, regarding the minimum capacity for cars to enter the roadway. Criteria for sight distances and spillback fall within these potentials. As such, 640 feet is the controlling factor for right turning vehicles to/from arterials, which would place these driveways nearly an equal distance between the full access break driveway and potential signals. An equal distance would fall around 660 feet (1/8<sup>th</sup> mile), which is the logical spacing criteria then for right-in and right-out only driveways and intersections. Note this complies with the offset spacing requirement that the Wyoming DOT would require off West Belt Loop.

A TIS should not be needed to support the development of a RIRO on 660 foot spacing, even at the ¼ mile mark identified above. However, the determination for the need of deceleration and acceleration lane can be provided according to criteria listed later in this document.

**Left-In at RIRO.** The potential to allow left-turn egress or U-turns at a RIRO location is not restricted via any of the criteria listed above. A TIS can be submitted to support this movement off of an arterial. The TIS should review the factors outlined above for a full median break. In addition, the TIS must consider the impact of such an allowance at upstream or downstream intersections. Specifically a review of the vehicle storage needs for back-to-back left-turn queues, including tapers, should be considered with the lane not permitted if these queues cannot be reasonably accommodated. In addition, no left-turn into the queue spillback from a signalized intersection should be permitted.

A summary of access spacing guideless for roadways intersecting West Belt Loop is provided in Table A.3. Again, the primary assumption for this summary is interconnecting roadways would have progression speeds ranging between 30 to 50 mph, with reasonable trip levels generated at driveways/intersections promoting adequate traffic operations.

Table A.3. Unsignalized Driveway/Intersection Spacing for Interconnecting Arterials		
	Spacing	Condition/Consideration
Full Median	1,320 feet	Traffic impact study should be required to support operations and geometric recommendations.
Right-In and Right-Out	660 feet	Right-in and right-out driveways can be supported without a full TIS; although the need for a deceleration lane should be accessed in study.
Left-In Potential	660 feet	Allowed with RIRO location with support of traffic impact study.
Source: <i>Access Management Manual</i> (TRB, 2003) & <i>State of Practice in Highway Access Management</i> (NCHRP 404, 2011).		

### 2.3 Secondary Access

The Access Management Manual recognizes several improvements that can be used to provide access to properties fronting West Belt Loop, and for those properties located within the West Belt Loop influence area. This describes the range of “secondary access” measures that can be promoted for West Belt Loop developments:

- ◇ **Frontage Roads.** These roadways would align directly outside of West Belt Loop right-of-way, fronting and providing access to commercial and institutional properties located along the arterial between interconnecting streets. They would provide clear and understandable access to properties fronting West Belt Loop, and could serve as an immediate alternate or service route for the arterial. However, a significant drawback is the turning restrictions identified by Table 3 could complicate access to frontage roadways to/from interconnecting arterials. In addition, frontage roads have been known to impact the character and quality of a commute by reducing visual interest of the corridor to the typical driver. While the use of these frontage roadways are not prohibited, they are less encouraged given noted challenges.
- ◇ **Reverse Frontage Road.** These roadways are similar to frontage roads in that they provide more immediate access to properties located along West Belt Loop. However, the key difference is a band of development properties would buffer West Belt Loop from the frontage road, so that the rear of these properties fronts the corridor. The advantage tends to be an improvement in the character of a corridor commute, with clear and understandable access still provided to property. A continued significant drawback is that turning restrictions noted in Table 3 would continue to complicate access to the reverse frontage road, but this secondary access measure would have more support and appeal over the typical frontage road.
- ◇ **Shared Access.** This refers to a single driveway or intersection providing access to two or more properties either located along West Belt Loop or along interconnecting arterials. Shared access is a principal and critical element of management plans, as driveway spacing restrictions limit the opportunity for access to individual parcels. As such, this secondary measure should be promoted at every opportunity within the West Belt Loop influence area.
- ◇ **Access Easements.** As another principal and critical element of secondary access measures within the West Belt Loop influence area, these easements allow for circulation between properties/parcels along West Belt Loop and interconnecting roadways. These easements should be promoted at every opportunity as the corridor and area properties develop.
- ◇ **Mixed-Use Developments.** A mixed use development is comprised of several land uses with synergetic qualities where several tasks can be achieved with one trip end. Drivers can travel a property, or cluster of properties, to achieve consumer, service, occupational, residential, or recreational purposes without the use of streets to access these various land uses. Although this is a land use strategy, the promotion of mixed use developments can help reduce traffic impacts

on roadways and the need for multiple access points. Developers may wish to consider this land use approach to promoting successful projects.

- ◇ **Walkable Communities or Developments.** A property or cluster of properties can be developed to promote walking or biking between land uses to achieve consumer, service, occupational, residential, or recreational purposes without the use of streets or access. This “new urbanism” approach to development has been trending throughout the United States, promoting developments where citizens can address needs without having to use automobiles, and is a land use action developers may wish to consider for the West Belt Loop influence area.

## 2.4 Signal Analysis

The need for a traffic signal should be established based upon the warrants provided within the *Manual of Uniform Traffic Control Devices for Highways and Streets* (FHWA, 2009 Edition). This information can be recommended in a TIS or design study. As these are new interconnecting roadways, it is anticipated that Eight, Four, and One-Hour Volume warrants; the Coordinated Signal System Warrant, and the Roadway Network Warrant would be used to establish the need for a traffic signal based on forecast traffic volumes. Chapter 4C of the Manual defines the criteria of noted warrants, with the range of all warrants listed as follows:

- ◇ Warrant 1, Eight-Hour Vehicular Volume
- ◇ Warrant 2, Four-Hour Vehicular Volume
- ◇ Warrant 3, Peak Hour
- ◇ Warrant 4, Pedestrian Volume
- ◇ Warrant 5, School Crossing
- ◇ Warrant 6, Coordinated Signal System
- ◇ Warrant 7, Crash Experience
- ◇ Warrant 8, Roadway Network
- ◇ Warrant 9, Intersection Near a Grade Crossing

Of the volume warrants, both the four- and eight-hour warrants can be used to exclusively demonstrate the need for a traffic signal. The peak hour volume warrant should be supported with the justification of an additional warrant to demonstrate a signal need, unless local agency officials dictate otherwise.

The geometrical configuration and control/phasing of a signalized intersection should be developed in coordination with an analysis of traffic function/operation using the intersection levels-of-service (LOS) methodologies of the most current *Highway Capacity Manual* (HCM). The *Highway Capacity Manual* (HCM) is a nationally recognized and locally accepted method of measuring traffic flow and congestion for intersections. Criteria range from LOS A, indicating free-flow conditions with minimal vehicle delays, to LOS F, indicating congestion with significant vehicle delays (and operational failures).

LOS for a signalized intersection is defined in terms of the average control delay experienced by all vehicles at the intersection, typically over a specified time period such as a peak hour or design hour. Table A.4 outlines the LOS criteria for signalized intersections from the current *Highway Capacity Manual* (TRB, 2010).

Table A.4. Signalized Level of Service	
Level of Service	Signalized: Control Delay (sec/veh)
A	≤10
B	>10 – 20
C	>20 – 35
D	>35 – 55
E	>55 – 80
F	> 80
Source: <i>Highway Capacity Manual</i> (TRB, 2010)	

The analysis should be performed based upon a review of 20-year traffic forecast during the two peak/commute hours of typical weekdays (weekends can be reviewed also, per the discretion of the local officials). The geometrical configurations needed to maintain a LOS D standard should be designed for the intersection, as based on 20 year forecasts. A LOS D standard is desired for approaches and turn lanes as possible. Various software packages can be used in the analyses so long as reported results are based on HCM methodologies.

## 2.5 Roundabout Considerations

A roundabout may be considered in place of full median breaks and traffic signals, at the ¼ and ½ mile spacing. Typically the development of roundabouts for traffic controls at these locations would preclude the development of RIRO driveways between major intersections, unless a TIS can demonstrate acceptable intersection and corridor operations can be maintained otherwise.

Unfortunately, there are no fixed warrants for determining the need for a roundabout, similar to the warrants available for traffic signal determinations or even auxiliary lane reviews. The desire or need for a roundabout is therefore explored in coordination with local agencies. A traffic impact study and/or feasibility study can be provided for review and justification of a roundabout on interconnecting roadways. Adapted from *Roundabouts, An Informational Guide* (NCHRP Report 672, 2<sup>nd</sup> Edition, 2010), a feasibility study should include:

- ◇ Identify why a roundabout is being considered as an intersection improvement, as compared with other intersection alternatives.
- ◇ Identify a conceptual roundabout configuration, which includes the number of lanes per each approach, circulatory lanes, and the designation of lanes.
- ◇ Develop a traffic operations and safety analysis, comparing the benefit of a roundabout compared with other intersection alternatives.
- ◇ Review the impact of a roundabout in context to the operation of the corridor, as compared with intersection alternatives.
- ◇ Determine whether an appropriately sized and configured roundabout can be feasibly implemented compared with other improvements (review cost, right-of-way, etc.).
- ◇ Identify all potential complicating factors, assess their relevance to location, and identify any mitigation efforts that might be required.
- ◇ Demonstrate institutional and community support; potentially indicating the support of key institutions and community leaders.

## 2.6 Left and Right Turn Lanes

Left and right turn lanes can be developed at both signalized and unsignalized intersections and driveways along intersecting West Belt Loop roads. As indicated, the determination of turn lane needs for signalized intersections is established with a TIS or design study that recommends a geometric configuration based on a review of traffic forecasts, operations/capacity needs, and likely signal operating plan (cycle length, phasing, phase splits, etc.).

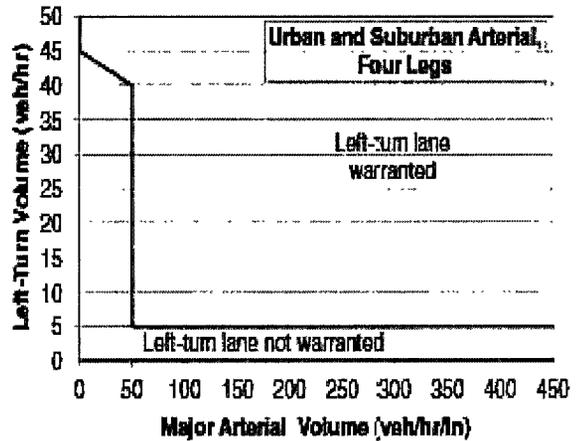
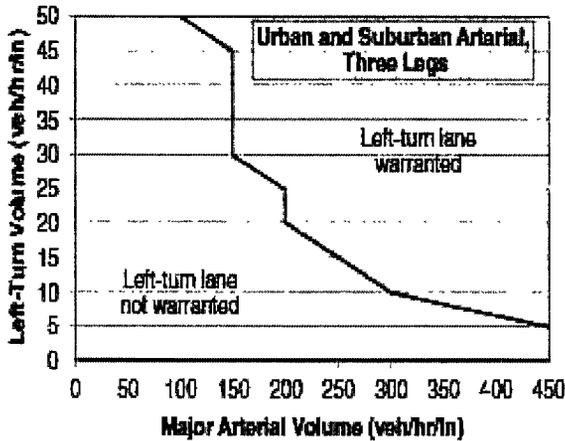
The development of left and right turn lanes at unsignalized intersections are used to improve the operation of an arterial by promoting departure routes that minimize the slowing and/or delay of through vehicles following turning vehicles. The decision for turn lanes is typically more subjective than with signals. The decision for turn lanes should be coordinated between the agency and the proponent of the turn lane.

However, turn lane warrants were identified for use in the decision and determination process, with recommendation conveyed through a TIS or design study. These warrants are provided with discussion on left and right turn lanes, which is as follows.

The scope of TIS or design studies would be developed in coordination with local agencies and developer per the processes described later in this document. However, as any improvement to West Belt Loop and interconnecting roadways would be new construction, it is recommended that any improvement evaluation for geometrics at a signalized intersection review a minimum of forecast 20 year traffic conditions for the peak hours of the AM and PM work commutes, or other timeframes specified by WYDOT or local agencies.

**Left-Turn Lane.** Left turn-lanes are needed to improve capacity and traffic operations, provide designated access for development, help address safety issues, address sight distance limitations, and other reasons, which are all principal issues to identify in a TIS. In addition, left turn lane warrants were obtained for this guideline from *Left-Turn Accommodations at Unsignalized Intersections* (NCHRP Report 745, 2013). Charts are shown on the next page for three and four leg intersections, for what is considered a suburban area along West Belt Loop.

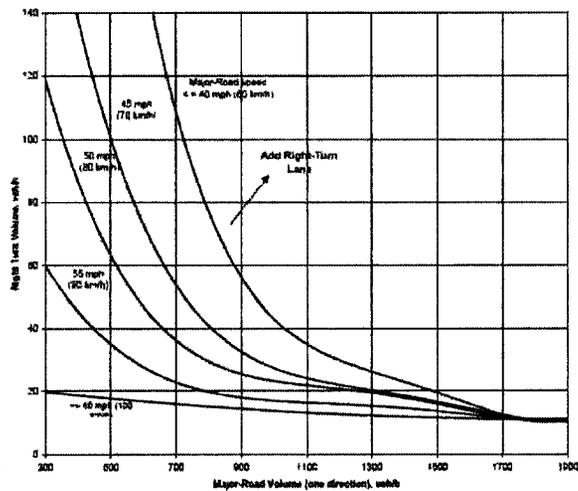
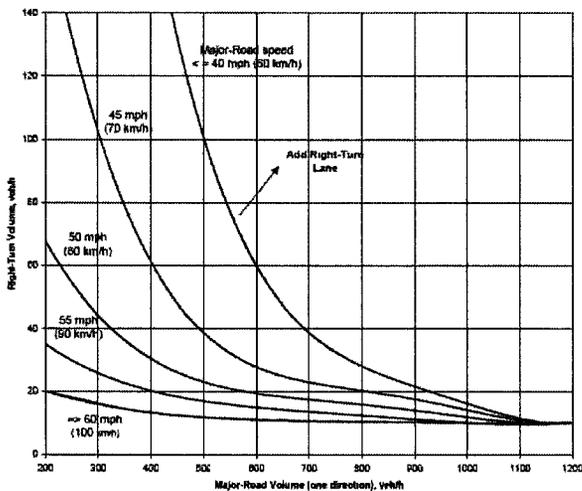
The warrant is reviewed by comparing total directional volumes with left-turn volumes for the peak or design hour(s). The turn lane should be considered when forecast volumes plot above the trend line shown, and may not be necessary if plotted below. Again this information should be used in support of any information developed in coordination with WYDOT or local agencies.



Left Turn Lane Warrants for Three and Four Leg Intersections –  
 Source: Left-Turn Accommodation at Unsignalized Intersections (NCHRP Report 745, 2013)

**Right Turn Lane.** Right turn-lanes are needed to improve capacity and traffic operations, provide designated access for development, help address safety issues, and other reasons, which are all principal issues to identify in a TIS. In addition, right turn lane warrants were obtained for this guideline from *WYDOT Traffic Studies Manual*. Charts are shown below for two and four lane roadways.

The warrant is reviewed by comparing the right turn-turn volumes for the commute peaks hour with the total direction volume being reviewed, as based on different speed limit thresholds shown as trend lines. The turn lane should be considered forecast volumes plot above the trend lines shown, and may not be necessary if plotted below. Again this information should be used in support of any information developed in coordination with WYDOT or local agencies.



Right Turn Warrants for Two Lane (Left) and Four Lane (Right) Roadways –  
 Source: Traffic Studies Manual (WYDOT, 2011)

Pocket lengths and tapers for turn lanes would be developed in coordination with local agency guidelines, WYDOT design standards, or information provided within A Policy on Geometric Design of Highways and Streets. For signals, these determinations are augmented with average, 85<sup>th</sup> percentile, and/or 95<sup>th</sup> percentile queue analyses which are reflected in turn bay lengths. For unsignalized locations, turn bay lengths are a function of needed queue storage and deceleration distance.

## 2.7 Unsignalized Intersection Analysis

As highlighted above, turn lanes can be developed at intersection or driveways using a justification report that includes turn lane warrants. In addition, geometric determinations of a stopped approach to an intersection or driveway and the need for stop-signs should also be supported upon a functional/operational review of forecast, 20-year traffic conditions during the commute/peak hour, as based upon the method of the most current HCM. A LOS D standard should be maintained for the entire intersection with four-way stop controls, or on the stopped approaches to a single or two-way stop-controlled intersection.

Table A.5 outlines the LOS criteria for unsignalized intersections from the *Highway Capacity Manual*. As shown, LOS thresholds, as a function of control delay, vary between signalized and unsignalized intersections. This is because driver tolerances for delay have been documented to be much higher at signalized intersections versus at unsignalized intersections.

<b>Table A.5. Unsignalized Intersection Level of Service</b>	
Level of Service	Unsignalized: Control Delay (sec/veh)
A	≤10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

Source: *Highway Capacity Manual* (TRB, 2010)

Similar to signals, the turn pocket determinations for a turn lane to a stopped approach are augmented with average, 85<sup>th</sup> percentile, and/or 95<sup>th</sup> percentile queue analyses which are reflected in turn bay lengths. Ultimately these distances should be developed in coordination with State and local officials.

## 2.8 Design Deviation

Design deviations should require enough information and description so the local jurisdictions can provide an approval or denial. Per a TIS or design report, the deviation/variance request must identify the standard design element, and then explain why the design cannot be used for the roadway or intersection design element. The deviation must then provide an alternate design and justification for the appropriateness and safety of the design. Such justification should include: a cost-benefit analysis, operational analyses, safety analyses, engineering judgment, and reference to any alternate standard. A registered professional engineer should certify the design deviation/variance. The deviation applies to only the project for which it is approved.

## **2.9 Direct Property Access**

Wyoming Statutes (W.S.) 24-6-101 through W.S. 24-6-111, entitled “Chapter 6 – Access Facilities”, defines laws pertaining to property access and also grants access authority to the Wyoming Department of Transportation (WYDOT) officials and local jurisdictions for highways, arterials, and roadways. These laws are further explained and elaborated upon in “Chapter 13, Access Facilities” of WYDOT Rules and Regulations. These laws and regulations fundamentally govern access conditions along West Belt Loop.

Essentially, regulations confirm that private properties abutting West Belt Loop have rights to access so long as no other reasonable access is available (i.e. properties are “land-locked”) by way of connections such as arterials, collectors, private roads, frontage roads, backage roads, or service roads. WYDOT officials have the authority to restrict access spacing to 660 feet, regardless of property location, where right-in and right-out movements only can be allowed. A stipulation is WYDOT officials have the authority to eliminate any access, regardless of property location and spacing, in order to preserve safety for the majority of roadway users.

In order to preserve the access rights of existing and land-locked property owners, WYDOT officials previously granted 24 “temporary” access permits along West Belt Loop. WYDOT and other local jurisdiction officials will work to promote an arterial and street network that provides access to these land-locked properties in the future so existing temporary access can be restricted and/or eliminated over time. Furthermore, as properties subdivide and develop in the future, it is anticipated that local land use officials will require that secondary access be developed to properties. This will assure no direct connections, be it temporary or otherwise, will be promoted to West Belt Loop outside of the 13 intersections specified by this report. Thus, it is the goal that direct property access is discouraged along West Belt Loop and that only community access be secured through the 13 intersections pre-approved by WYDOT officials.

## **3. TRAFFIC IMPACT STUDIES AND INFRASTRUCTURE DEVELOPMENT**

A traffic impact study (TIS) is an analysis that quantifies the impacts of a residential, recreational, institutional, and/or commercial development proposal upon traffic and transportation conditions within a finite study area, and recommends improvements or strategies to offset these impacts as necessary. As it pertains to development impacts, the TIS should also define what level of participation should be required of a project proponent to mitigate traffic related impacts.

Please note that TIS and Design Study have been used somewhat interchangeably throughout this document and some of the supporting/referenced technical studies. Typically, a TIS is developed in support of a new or modified land use action, as usually sponsored by the land use action proponent. A Design Study is used primarily to define improvements and is typically led by an agency. However, both studies typically have traffic forecasting and improvement analyses elements; the TIS can be used to support a range of actions and processes so long as the purpose is well defined within the report.

The recommended practice for traffic impact studies was principally developed based on information provided by *the WYDOT Access Management Manual* and *WYDOT Traffic Studies Manual*; however, the guidelines for the City of Casper and Natrona County should also be addressed during the development of these studies. The only exception from WYDOT policy includes what has been noted in the next paragraph, as a trip generation letter can be a useful tool in establishing the need for a traffic study.

### 3.1 TIS Strategies

**Trip Generation and Distribution Letter.** An applicant wishing to pursue a land use action or secure a local access permit within the influence area of West Belt Loop should first submit a trip generation and distribution (TG&D) letter to WYDOT and local agencies for consideration. Generally, this letter defines likely approach and departure routes of trips generated by new development, which is sufficient in some cases to assign mitigation fees or proportionate shares of improvement projects. Officials with the lead land use jurisdiction can use this letter to help determine whether a TIS should be required, or whether the letter itself is sufficient to support the permitting process.

The TG&D letter should be submitted during or shortly following pre-application discussions/interviews, to provide the applicant sufficient time to develop a traffic impact analysis, if required by the lead land use jurisdiction, prior to project approval. Most typically, the information provided within a TG&D letter may include:

- ◇ **Project Location.** A written description of the project location in relation to roadways and public facilities located near the project site. The site should also be displayed graphically on an attached figure.
- ◇ **Project Action.** A written description of the land use action(s) should be provided. The description should include: use and size of the project (both site area and, as available, building area); existing and proposed zoning; project access locations; and development/phasing and completion/occupancy schedules. If the project involves West Belt Loop, any access permit being sought should be described with an access application attached. A site plan is desired as an attached figure, when possible.
- ◇ **Trip Generation.** The TG&D letter should identify the number of trips anticipated with project development. Trip generation should be determined based upon the methodologies of the most current, Institute of Transportation Engineers (ITE) Trip Generation Manual, unless trip generation data more applicable to the proposed land use can be presented by the applicant. State or local officials will determine whether supplemental trip generation data can be used for the TG&D letter.

When relevant, total project trips will be separated into trip types (i.e., new, pass-by, diverted, and shared) to better describe the traffic characteristics of retail and commercial developments. Trip types should also be identified using ITE resources or some other means acceptable to local officials. Project trip generation should be provided for the typical weekday, weekday AM peak hour and weekday PM peak hour only, unless agency officials requests some other time period be addressed as the result of unique land use impacts (i.e., Saturday peak hours for shopping centers, etc.).

- ◇ **Trip Distribution and Assignment.** A description of project trip distribution and assignments will be provided in the TG&D letter. The methodologies used to distribute and assign project trips will be provided. As a guide, trip assignments should be provided for site access and key intersections located within the direct vicinity of the site, and for those key intersections projected to support more than 25 peak hour trips beyond the immediate site vicinity during the typical weekday or other time period specified by agencies. Trip distribution and assignment estimates should be provided for any roadway and intersection proposed within the final construction and occupancy timeline of the proposed project.

**Traffic Impact Study.** As indicated, a traffic impact study (TIS) is intended to forecast traffic conditions and identify potential transportation improvements and strategies to mitigate capacity, operational, and safety deficiencies; and identify a proponent's participation in such improvements

or strategies. The TIS is typically used to support land use actions, zone changes, comprehensive land use amendments, and access permits for projects with larger trip generation potentials; however, the TIS can be assigned by local officials for other reasons. The following are anticipated typical reasons a TIS may be required for a project:

- ◇ The project is projected to generate more than 50 trips during the commute AM and/or PM peak hours, or during the peak generators of the project whenever they occur (i.e. if a peak hour occurs on Saturday for a retail development)
- ◇ When it is expected project driveway trips will significantly impact traffic operations on adjacent arterials, requiring operational analyses or the review of turn lane warrants.
- ◇ The project proposes two or more driveways along arterials, with trip levels that suggest one driveway may suffice.
- ◇ The project is proposed along a route(s) that historically experiences or is projected to experience traffic operations or accident safety issues.
- ◇ When the project is being developed along a newly constructed or proposed roadway or at a new intersection.
- ◇ The project is proposed within the vicinity of a school, community park, or some area with high levels of pedestrian and neighborhood activity.
- ◇ When heavy truck volumes are projected for a development.
- ◇ To support a transportation design deviation request for a development.
- ◇ Or other reasons identified by State or local officials.

The scope and study area of the TIS is established at the discretion of State or local land use jurisdiction officials. The TIS would address traffic conditions/operations during one or two peak periods of traffic activity during the typical weekday on adjacent streets (i.e., AM peak, Noon, or PM “rush”/commute peak hours). Additional timeframes can be requested for analysis if peak periods/timeframes of activity are expected to occur during a weekend (i.e., commercial developments, recreational activities, church services, etc.).

The study will address traffic conditions/functions during the forecast completion year of the project, as this represents the horizon in which project impacts are greatest in comparison to background (non-projected related) traffic. However, in the case of the West Belt Loop study area, long-range analyses may be performed to help establish or confirm the ultimate configuration of intersecting roadways or intersections.

In addition to the project location, project action, trip generation, and trip distribution/assignment information required of the TG&A letter, a TIS report may also include the following information:

- ◇ **Introduction.** The introduction must define the purpose of the TIA, provide a project description, discuss the scope and extent of the study, and discuss methodology and assumptions. The introduction should also provide the site location and description information, as highlighted by the TG&D section, for the TIS. Site location and site plan figures are required.
- ◇ **Roadway Inventory.** A TIS must provide a description of the transportation network located within the project study area, as established by the State and land use jurisdiction. These descriptions include roadway classifications, roadway channelization, speed limits, intersection controls (signal, stop-controlled, etc.), intersection channelization (includes

turn lane storage), etc. A figure or table highlighting roadway characteristics (class, lanes and speeds) and intersection channelization and controls are recommended.

- ◇ **Traffic Counts.** Recent weekday and peak hour traffic counts must be secured for study arterials and intersections. Average daily traffic/24-hour (weekday) counts must be secured for at least one location on primary study arterials, if available. Intersection turn movement counts must be obtained for study intersections identified for review by agencies for peak hours. Counts conducted 18-months prior to study initiation cannot be used in the TIS and must be updated. As it pertains to the West Belt Loop influence area, traffic volumes for new intersections can be obtained from the Casper MPO. A figure that summarizes existing turn movement counts, or baseline future counts, is required. Weekday counts can either be summarized graphically or in a table within the TIS. Raw count data or baseline volumes from the MPO should be included in an appendix, as available.
- ◇ **Accident Histories (Discretionary).** State and local agencies may require collision histories be reviewed for existing study roadways and intersections. Typically, the most current, three-year period of collision activity is reviewed, as obtained from State and/or local officials. The data is examined to summarize the number and severity of accidents, highlight the reoccurrence of particular accident types and sometimes to examine accident frequency/rates as compared with State or local averages.

An accident review is intended to identify any deficiencies that may result as a function of poor geometrical or traffic control roadway or intersection designs. A straight collision rate can be calculated to help determine whether a safety issue is statistically valid for an intersection or specific location, per the following equation.

$$\text{Intersection Collision Rate (ICR)} \quad = \quad \frac{\text{Average Accidents per Year} * 1,000,000}{365 * \text{Total Entering Intersection Volumes}}$$

(collisions per million entering vehicles)

An ICR less than 1.00 collisions per million entering vehicles typically does not necessarily denote a safety issue at an intersection. The ICR that equals or exceeds 1.00 collisions per million entering vehicles represents should be reviewed further to determine whether a high accident location (HAL) is present. The TIS should then attempt to analyze the cause of the accidents and recommend potential improvement options for locations with rates higher than 1.0.

- ◇ **Pedestrians/Transit.** A summary of adjacent or nearby pedestrian and transit accommodations within the study area should be summarized in TIS reports, as well as any future accommodations.
- ◇ **Programmed Improvements.** The TIS must describe any improvements that are programmed by agencies or other developments, as they may influence travel patterns or capacity within the study area. Programmed improvements must be factored, as necessary, within traffic forecasts and the future operations analysis. The Casper MPO transportation demand model can be used to assist with the process of programming improvements. A figure highlighting programmed improvements is recommended. The source for each improvement must be identified within the TIS.
- ◇ **Baseline (Without-Project) Forecasts.** Baseline traffic volume should be developed for the forecast build-out year of the proposed project. In the case of new roadways, the exiting volumes previously described may be replaced by baseline forecasts. Forecast traffic volumes will be developed by using a specific annual growth rate, as identified through historical traffic counts and/or via information provided by agencies; or these baseline volumes may be data provided by the Casper MPO. As necessary, the trips

generated by recently approved, concurrently developing projects should be included into baseline forecast projections. State and local officials will identify the “pipeline” projects to be included in a TIS, and should typically be able to provide trip assignments from other traffic studies. A figure that summarizes pipeline project location and pipeline project trip assignments is required, as well as a figure that highlights future baseline traffic volumes.

- ◇ **Future Project Volumes:** Project trip generation, distribution, and assignment must also be summarized in the TIA, as specified by the TG&D section (and approved subsequently by the agencies). Future with-project traffic volumes will be developed by combining project trip figures that highlight project trip assignments and the baseline or future with-project traffic volumes previously discussed. A figure denoting forecast traffic volumes should be provided.
- ◇ **Traffic Operations.** Traffic operations should be gauged according to the intersection LOS methodologies of the most current Highway Capacity Manual (HCM), as previously discussed. As indicated, a range of software options is acceptable for LOS calculations so long as methodologies are consistent with the HCM. LOS worksheets containing summary assumptions (channelization, controls, peak hour factors, heavy vehicle assumption, etc.) must be provided in the appendix to the TIS.

As indicated, intersection geometrics, controls, and timing plans (for signals) should be developed to promote LOS D or better operations through the ultimate forecast horizon/design year of the West Belt Loop influence area, a minimum of 20 years out from existing conditions. Also the goal of maintaining LOS D or better operations for approaches and movements is also desired through the long range horizon.

- ◇ **Additional Analysis (Discretionary).** State or local officials may require additional analyses to support a TIS. This is especially true of the West Belt Loop study area, as it may be difficult to focus on intersection operations for interconnecting roadways when alignments have yet to be established. The TIS may include, but not necessarily limited to, an analysis of arterial traffic capacity, volume-to-capacity, vehicle delays, travel times, travel speeds, emissions, sight distance assessment, speed studies, and/or heavy vehicle analyses (turning templates, ESAL loading calculations, etc.). The deficiency thresholds for these other analyses will be based on coordination with State and local agencies, or best industry practices defined by organizations such as ITE, AASHTO, the TRB, etc.
- ◇ **Capacity Improvements.** As needed, improvements should be recommended to mitigate capacity or safety issues within the study area, as determined through operational analyses, accident analysis, and/or the additional analyses summarized within a TIS. Typically, the improvement needed to specifically mitigate a project’s specific impact is identified and recommended by a TIS. In situations, this recommendation could come via the support of some regional improvement and identification of fair participation. In the case of the West Belt Loop influence area, many roadway and intersection improvements will be new to the area. As such, upon coordination with State and local agencies, the TIS should attempt to reflect these improvements and recommend reasonable participation measures; unless the local agency has already established some form of mitigation fee system that can be applied in-lieu of participation recommendations.

Improvement recommendations should also be supported with additional industry guides/measures, as applicable. For instance, signal recommendations should be supported with MUTCD warrants previously mentioned; auxiliary lane recommendations with previously mentioned turn lane warrants and queuing analyses; safety analyses with the Highway Safety Manual (TRB, 2012) or Traffic Engineering Handbook (ITE, 9<sup>th</sup> Edition,

2012); and other applicable industry standards available from organizations such as ITE, AASHTO, the TRB, etc.

- ◇ **Summary and Conclusion.** The TIS must contain a summary section that clearly highlights the conclusions and recommendations of the study. The summary section, if separated from the document for cursory review by members of the public or a public agency, should provide sufficient detail to describe the project, provide a summary of trip generation and study results and provide a clear understanding of proposed improvements and project mitigation. The report would be submitted and stamped by an engineer licensed in Wyoming.

An outline of the typical TIS is as follows:

1. Executive Summary
  - a. Project Description
  - b. Trip Generation & Distribution & Forecasts
  - c. Deficiencies Identification Recommendation
  - d. Improvements and Mitigation
2. Introduction and Background
  - a. Project Definition
  - b. Scope and Study Area
  - c. Study Methods and Definitions
3. Existing Conditions
  - a. Road/Intersection Description
  - b. Traffic Volume Summaries
  - c. Traffic Operations & Capacity Analysis
  - d. Safety Reviews
  - e. Pedestrian/Transit Facilities
  - f. Additional/Discretionary Analysis
4. Future Without Project Conditions
  - a. Programmed Improvements
  - b. Pipeline Projects and Base Forecasts
  - c. Traffic Operations & Capacity Analysis
  - d. Additional/Discretionary Analysis
5. Future With Project Conditions
  - a. Trip Generation
  - b. Trip Distribution
  - c. Traffic Forecasts
  - d. Traffic Operations
  - e. Additional/Discretionary Analysis
6. Improvements and Mitigation
  - a. Improvement Alternatives
  - b. Project Participation/Mitigation
  - c. Improvement Timelines
  - d. Improved Traffic Operations
  - e. Improved Additional/Discretionary Analysis
7. TIS Summary
  - a. Project Description
  - b. Trip Generation & Distribution & Forecasts
  - c. Deficiencies Identification
  - d. Improvements and Mitigation Recommendation

### 3.2 Mitigation Support

Many of the interconnecting roadways to West Belt Loop will be “shovel ready”; with the planning and design needed for construction in place prior to private development actions occurring within the influence area of the corridor. This shovel ready status allows for a range of funding and participation options to occur. This section describes recommended developer participation measures for the development of West Belt Loop interconnecting roadways.

The TG&D letter and potential TIS submittal should occur prior to and be approved early on in the development permitting process. Developer mitigation will be assessed based upon the conditions outlined in these studies. The construction of developer improvements or the agreements for improvement participation should be conditioned and bound to the development project prior to the issuance of land use, building, occupancy, or access permits.

Mitigation participation will typically be required under one or more of the following conditions.

1. The developer proposes a land use action along West Belt Loop facilities that have yet to be developed.
2. The project causes the degradation or participates in the further degradation of an intersection or roadway projected to function below operational or capacity standards.
3. When special studies (sight distance, queuing, speed studies, etc.) identify the need for improvements outside of those planned/designed for the corridor.
4. When a jurisdiction is already in the process collecting improvement/mitigation fees to help fund project improvements for the corridor.

Typically, the applicant can expect one or more of the following as mitigating measures:

- ◇ **Frontage Improvement:** Frontage improvements provide the State or land use jurisdiction the opportunity to progress road and pedestrian facilities in a manner consistent with planning and design efforts. Frontage improvements would extend along arterials within property boundaries and can include, but would not be limited to, road improvements, sidewalk/pathway construction, bike lanes, parking lanes, and landscape buffers.
- ◇ **Direct Mitigation:** Direct mitigation is intended primarily to offset the significant and specific impacts of a development project as a result of project trips causing a high trip impact beyond what was identified for planned facilities, or to mitigation specific design issues identified by a proponent TIS.
- ◇ **Partial Mitigation.** The State or land use jurisdiction may allow an applicant to participate proportionately with other applicants and/or other public entities to construct improvements that are not exclusively the responsibility of any single applicant or entity. Such participation would be assessed through a fair mitigation fee system, or the project's proportionate share of an improvement can be determined through a TIS. A typical method is dividing project trip assignments along a roadway section or at an intersection by total projected volumes, projected on a weekday basis (preferred) or via some weighted comparison of peak hourly volumes where daily counts/projections are insufficient. Land values, resulting from actions such as frontage dedication, can be counted as a part of the proportionate contribution. No “pay-back” would occur if a frontage dedication value exceeds a proportionate impact, as an agency lacks the mechanisms for such reimbursement.

### **3.3 Levels-of-Service Thresholds**

Traffic operations and capacity are currently quantified by the roadway and intersection levels-of-service methodologies of the Highway Capacity Manual (TRB, 2010). The premise is generally that operations and capacity are limited or unacceptable, representing congestion, when LOS are under certain thresholds or acceptable when above.

WYDOT and local industry practice is to maintain a LOS C standard for highways such as West Belt Loop; traffic operations are acceptable at LOS A through LOS C. Intersection operations are acceptable at LOS D or above (LOS A through LOS D is acceptable). Improvements and mitigation would be triggered if deemed necessary by the TIS, and as approved by the local agency.

INSERT TAB SHEET APPENDIX B

## **APPENDIX B – TREVETT LANE PRELIMINARY ROUTE ANALYSIS**

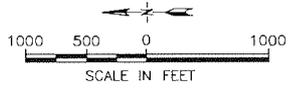
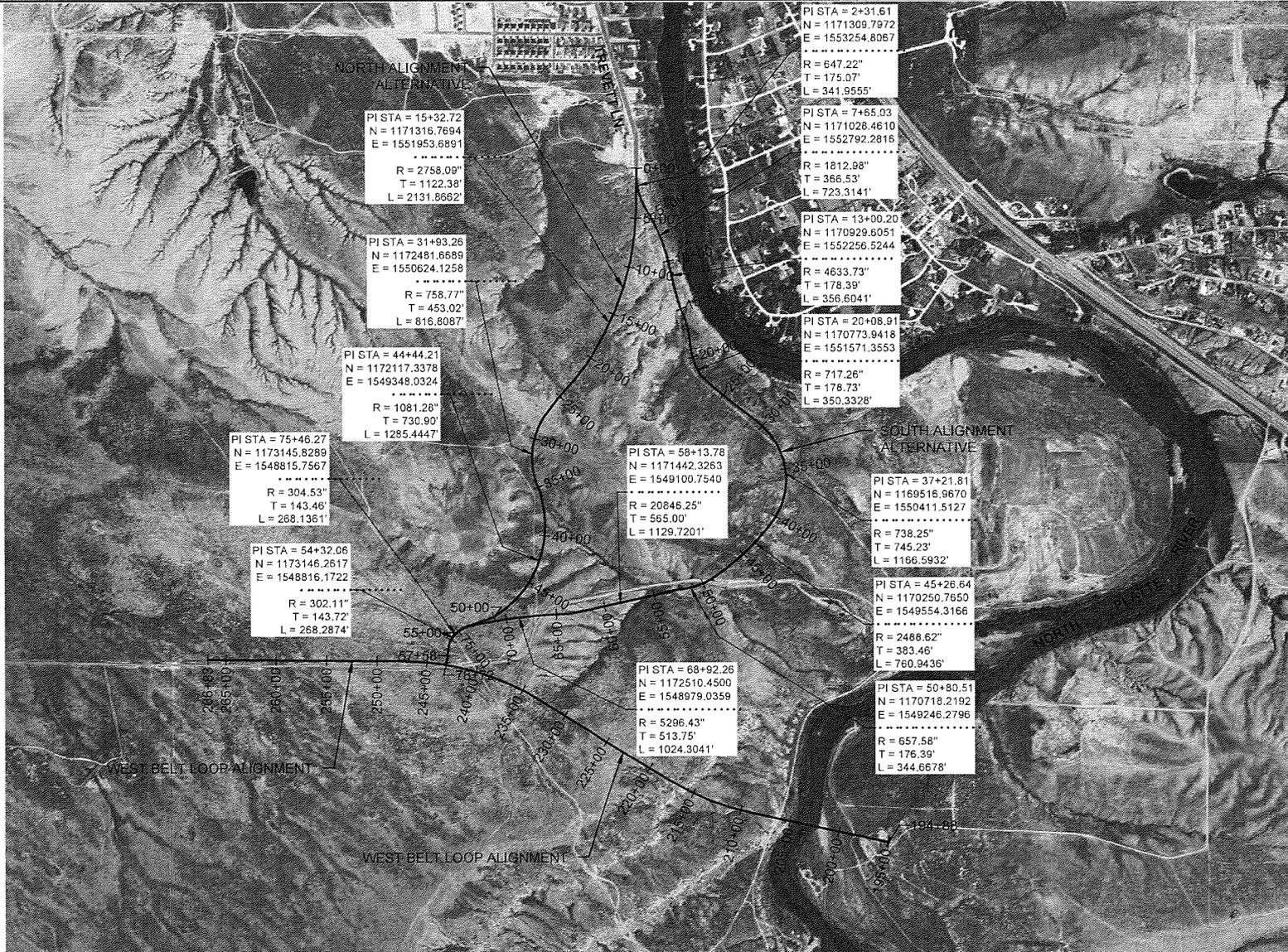
The scope of this study includes a requirement to determine the feasibility of extending Trevett Lane from its current westerly terminus to West Belt Loop. It is intended that Trevett Lane function as a collector road and serve as the east-west corridor immediately north of the North Platte River.

The attached Figure B.1 provides an aerial view illustration of the area between the west end of Trevett Lane and West Belt Loop. Trevett Lane is situated on the top of the rim rocks above the river. There is an existing primitive road extending down the slope to an oxbow bench area on the north side of the river. Two alternative alignments were considered in the route analysis:

1. A southerly extension that would drop the roadway down to the oxbow bench. The alignment would then ascend up through the rim rocks to a connection with West Belt Loop. The point of connection with West Belt Loop is close to the future Oregon Trail interpretive turnout on West Belt Loop (as referenced in the WYDOT construction plans). One benefit of the southerly route is that it provides direct access to developable river properties.
2. The northerly alignment extends northwest through two buttes above the rim. The point of connection with West Belt Loop is the same as described for the southerly alignment. Although this route does not provide easy access to developable river properties, it is a shorter route and more fiscally conservative.

Utilizing the Natrona County GIS data base, a topographic analysis was conducted to determine the projected grades and potential cut and fill required for each of the alternatives. Figure B.2 illustrates a preliminary roadway profile for the two alternatives. In both cases, grades generally are kept below 10 percent (with a few exceptions close to 13 percent grade). Both routes are deemed feasible from a purely constructability standpoint.

In conclusion, the extension of Trevett Lane is considered feasible. Given there are no plans to extend the roadway, it is assumed that the final route design will be established by local land development needs. As stated elsewhere in this study, none of the local agencies have plans to initiate the design and construction of the Trevett Lane extension.



**MORRISON MAIERLE, INC.**  
An Employee-Owned Company

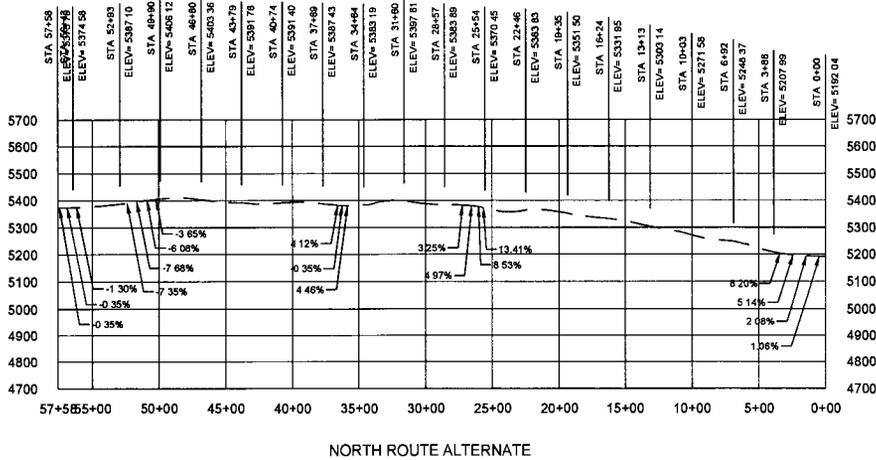
Engineers: 1 Engineering Place, Helena MT 59602  
Surveyors: Phone (406) 442-3050  
Planners: Phone (406) 442-7882

DRAWN BY: JES  
CHKD. BY: JB  
APPR. BY: JP  
DATE: 05/20/14

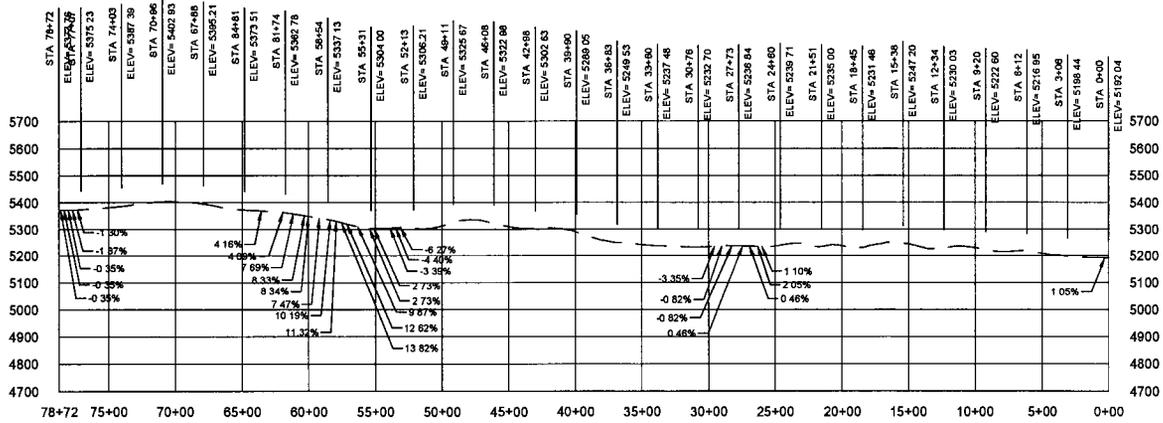
PROJECT: 15142001\ACAD\TREVETTELANE\_NORMAGE - Standard\TREVETTELANE\_NORMAGE 4A.dwg  
Ploated by jon svallson on Jul/3/2014

WEST BELT LOOP LAND USE, CONNECTIVITY, AND ACCESS PLAN  
CASPER WYOMING  
TREVETT LANE ROUTE DESIGN

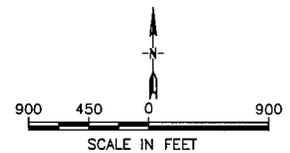
PROJECT NO. 5140.001  
FIGURE NUMBER FIG. B1



NORTH ROUTE ALTERNATE



SOUTH ROUTE ALTERNATE



Engineers 1 Engineering Place  
 Surveyors Helena MT 59602  
 Scientists Phone (406) 442-3050  
 Planners Fax (406) 442-7882

DRAWN BY\_BJD  
 DSGN BY\_JP  
 APPR BY\_JP  
 DATE\_JP

WEST BELT LOOP LAND USE,  
 CONNECTIVITY, AND ACCESS PLAN  
 CASPER WYOMING  
 TREVETT LANE ROUTE DESIGN AND PROFILES

PROJECT NO.  
 514000010100114  
 FIGURE NUMBER  
**FIG. B2**

INSERT TAB SHEET APPENDIX C

## **APPENDIX C – RESOURCE AGENCY CONTACT LETTERS**

Included herewith are response letters received from various resource agencies.

Insert Resource agency letters here Three total – Natrona County USACE and one FHWA

INSERT TAB SHEET APPENDIX D

## **APPENDIX D – PUBLIC INVOLVEMENT DOCUMENTATION**

RESOLUTION NO. 15-232

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER, TOWN OF MILLS, AND NATRONA COUNTY FOR THE ADOPTION AND ENFORCEMENT OF THE WEST BELT LOOP ACCESS MANAGEMENT PLAN.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the West Belt Loop Access Management Plan in September 2014; and

WHEREAS, as a member of the MPO and as an agency with a growth boundary that includes portions of Wyoming Highway 257 (West Belt Loop), the City of Casper desires to maintain West Belt Loop as a high speed bypass route; and,

WHEREAS, by signing this MOU, the City will support a continuous, cooperative, and comprehensive access management strategy for the new highway between other government agencies;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a Memorandum of Understanding between the City of Casper, Town of Mills, and Natrona County to adopt and enforce the West Belt Loop Access Management Plan.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING  
A Municipal Corporation:

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

July 09, 2015

MEMO TO: John Patterson, City Manager

FROM: Kenneth S. King, Casper Fire-EMS Chief *K.K.*

SUBJECT: Sole-Source Purchase of Five (5) Motorola Portable Radios

Recommendation:

The Council, by resolution, authorize the sole-source purchase of five (5) Motorola APX7000XE portable radios and batteries. The purchase is not to exceed the amount of \$23,985.50.

Summary:

In 2002, the City of Casper purchased 800 MHz radios and the required infrastructure. The City began operating with Motorola digital radios for both police and fire public safety communications. In 2005, all neighboring public safety providers came on to the 800 MHz digital system and all of Natrona County was then on one system. In 2011, the City communications system became interfaced with the Wyoming State WyoLink system which allowed us to integrate communications between local, state, and federal public safety agencies.

This sole source purchase request is based upon two major issues: 1) equipment/infrastructure compatibility and, 2) cost determined by WyoLink state bid price. Compatibility is critical for this purchase in order to remain consistent with the public safety communications of the City and the interoperability with other public safety agencies in our region. The cost of Motorola equipment is determined by the WyoLink Wyoming state bid price set by Motorola and eliminates the competition and the need of a competitive bid process.

This purchase is through a Motorola program in conjunction with Cheyenne Frontier Days. Through this program, the portable radios are assembled to our current specifications, used by safety personnel during Cheyenne Frontier Days, and then sold to the City of Casper at a 40% discounted price.

Funds for this purchase is from the Fire Department's General Fund operating budget.



Please note: Cart download for reference purposes only. Prices may change. Discount rates are calculated from list price.

Customer Number	Cart Name	Line Number	Part Number	Description	Quantity	Currency	Discount %	Unit List Price	Extended List Price
1000055055		1	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RAD	5	USD	40%	\$ 3,836.00	\$ 19,180.00
1000055055		1a	QA00577AB	ADD: APX7000XE MODEL 3 OPTION	5	USD	40%	\$ 500.00	\$ 2,500.00
1000055055		1b	QA00579AC	ADD: ENABLE DUAL BAND OPERATION	5	USD	40%	\$ 1,000.00	\$ 5,000.00
1000055055		1c	Q806BP	ADD: ASTRO. DIGITAL CAI OPERATION	5	USD	40%	\$ 515.00	\$ 2,575.00
1000055055		1d	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	5	USD	n/a	\$ -	\$ -
1000055055		1e	QA00574AC	ADD: VHF SECONDARY BAND	5	USD	n/a	\$ -	\$ -
1000055055		1f	QA05100AA	ENH.STD WARRANTY APPLIES-NO SFS	5	USD	n/a	\$ -	\$ -
1000055055		1g	H38BU	ADD: SMARTZONE OPERATION	5	USD	40%	\$ 1,500.00	\$ 7,500.00
1000055055		1h	Q361AS	ADD: P25 9600 BAUD TRUNKING	5	USD	40%	\$ 300.00	\$ 1,500.00
1000055055		2	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	500	USD	0%	\$ 1.00	\$ 500.00
1000055055		3	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	5	USD	25%	\$ 142.00	\$ 710.00

Unit Customer Price	Extended Customer Price
\$ 2,301.60	\$ 11,508.00
\$ 300.00	\$ 1,500.00
\$ 600.00	\$ 3,000.00
\$ 309.00	\$ 1,545.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 900.00	\$ 4,500.00
\$ 180.00	\$ 900.00
\$ 1.00	\$ 500.00
\$ 106.50	\$ 532.50

**Total** \$ **23,985.50**

RESOLUTION NO. 15-233

A RESOLUTION AUTHORIZING THE PURCHASE OF FIVE (5) MOTOROLA APX7000XE PORTABLE RADIOS AND BATTERIES.

WHEREAS, the Casper Fire-EMS Department has been using Motorola 800 MHz since 2002; and,

WHEREAS, the other emergency service departments in Natrona County are on this same Motorola 800 MHz system; and,

WHEREAS, interoperability with the current communications infrastructure is deemed critical; and,

WHEREAS, the cost of Motorola products for the State of Wyoming, including Casper Fire-EMS, is set by the WyoLink state bid price.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, the purchase of five (5) Motorola 800 MHz portable radios and batteries.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized to make payment from the use of the Fire Department's operating supply line item for the amount of twenty-three thousand nine hundred eighty-five dollars and fifty cents. (\$23,985.50).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

July 8, 2015

MEMO TO: John C. Patterson

FROM: Doug Follick, Leisure Services Director  
Alan Kieper, Special Facilities Manager



SUBJECT: Sale of Surplus Equipment

Recommendation:

That Council, by resolution, declare certain City-owned property as surplus, and authorize the sale of the same to the highest bidder.

Summary:

The Hogadon Ski Area has four lift systems: the Yellow Chair, the Red Chair, the Poma Lift, and the Magic Carpet. The Yellow Chair Lift is the main chair lift for the ski area, services all of the ski area, and has been upgraded in the past several years. The Magic Carpet is the newest lift and is used mainly for beginning skiers/boarders. The Red Chair Lift is a secondary chair lift, serves only a portion of the ski area, and has only operated a handful of times in the past several years. The Poma Lift was difficult to use for new/beginning skiers/boarders, was replaced by the Magic Carpet, and has not operated for the past two years.

The Red Chair Lift is currently not functional because it was necessary to take the main drive gearbox out for one of the upgrades to the Yellow Chair Lift. Historically the Red Chair Lift has seen minimal use due to the limited access of terrain for customers, and the inability to recruit and maintain sufficient seasonal operational personnel. The Red Chair Lift would require over \$200,000 in upgrade to again be operational. Currently there is no projected future use for the Red Chair Lift in the Hogadon Master Plan, rather the emphasis to upgrade (or replace) the Yellow Chair Lift.

The removal of the Red Chair Lift and all of the associated structures would increase the skiable terrain, and remove several associated safety hazards (towers, lift shacks, etc.).

The Red Chair Lift could be valued at greater than \$500. Wyoming State Statute 15-1-112 provides that a City may transfer or sell property to other public agencies, or the public at large, upon such terms as the City Council determines. Therefore, staff recommends the removal, sale, and ownership transfer of the Hogadon Red Chair Lift.

A resolution is prepared for Council's consideration.

RESOLUTION NO. 15-234

A RESOLUTION DECLARING THE HOGADON RED  
CHAIR LIFT AS SURPLUS AND AUTHORIZING SALE  
OF THE SAME TO THE HIGHEST BIDDER.

WHEREAS, the City of Casper owns certain surplus property, valued at greater than Five Hundred Dollars (\$500); and,

WHEREAS, Wyoming State Statute 15-1-112 provides that a City may transfer or sell surplus property to other public agencies, or the public at large, as provided therein; and,

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

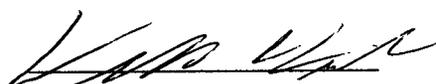
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following-described property is hereby declared surplus property and shall be disposed of through the sealed bid process, to the qualified highest bidder, as provided in Wyoming Statute 15-1-112:

All components and structures of the Hogadon Ski Area Red Chair Lift

BE IT FURTHER RESOLVED: That the responsibility of the highest bidder shall be determined and approved by the Casper City Council.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVE AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

August 4, 2015

MEMO TO: His Honor, Mayor Charlie Powell  
FROM: Noelle Reed, Vice President of Economic & Project Development, CAEDA  
SUBJECT: Request for Approval of Resolution of Support for a Wyoming Business Council  
BRC Business Committed Grant Application.

Recommendation:

That the Council approve a resolution of support for the Economic Development Joint Powers Board's (EDJPB) Wyoming Business Council BRC Business Committed Grant Application.

Summary:

The Casper Area Economic Development Alliance (CAEDA) and the EDJPB are working together to write and submit a Wyoming Business Council BRC Business Committed Grant Application. The committed business will be Nalco FabTech, LLC.

The proposed project is the construction of sewer infrastructure along U.S. Highway 20/26 west of the Casper/Natrona County International Airport (C/NCIA). This project will allow existing businesses in that area, including Nalco FabTech, LLC, the opportunity to expand and grow their facilities. The proposed project also has the potential to further develop and open up the area for future business growth.

Existing businesses along U.S. Highway 20/26 west of the C/NCIA have central water service but no central sewer service. These businesses have sewage disposal problems, which make their operations difficult to expand. During the City Council work session on July 14, 2015, the City of Casper indicated that they would take over ownership and maintenance of the sewer line once it was completed.

The constructed system will consist of approximately 13,000 feet of gravity sewer, one lift station, and a 7,100 foot force main from the U.S. Highway 20/26 area. The sewer system will then connect into a tributary main connected to the City of Casper-owned Airport Interceptor Sewer located east of C/NCIA.

**RESOLUTION NO. 15-235**

**A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL THROUGH THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM, ON BEHALF OF THE ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB).**

WITNESSETH

**FOR THE PURPOSE OF:** Constructing sewer infrastructure along US Highway 20/26 west of the Casper/Natrona County International Airport (C/NCIA).

**WHEREAS,** the governing body of the Economic Development Joint Powers Board desires to participate in the Business Ready Community Grant and Loan Program to assist in financing this project; and,

**WHEREAS,** the governing body of the Economic Development Joint Powers Board recognizes this project will allow existing businesses within that region the opportunity to expand and grow their facilities. Additionally, the sewer infrastructure construction has the potential to further develop the area for future business recruitment and growth; and,

**WHEREAS,** the construction of the proposed sewer line will encourage business development and provide sustainable employment opportunities for Central Wyoming residents; and,

**WHEREAS,** the demand for support of new and existing businesses is critical in the greater Casper/Natrona County area; and,

**WHEREAS,** there exists a need to create additional economic development opportunities and business growth within the boundaries of the City of Casper, Natrona County, and the State of Wyoming; and,

**WHEREAS,** the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and,

**WHEREAS,** the governing body of the Economic Development Joint Powers Board will follow state procurement standards inclusive of W.S. § 16-6-101, et seq.; and,

**WHEREAS**, the governing body of the Economic Development Joint Powers Board acknowledges that the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206) will be adhered to throughout the project; and,

**WHEREAS**, the governing body of the Economic Development Joint Powers Board plans to match the requested Business Ready Community Grant and Loan Program funds from the following source: Nalco FabTech, LLC, in the amount of \$248,668.00; and,

**WHEREAS**, in the event of any project cost overruns, Nalco FabTech LLC will provide funding in the amount necessary to complete the project; and,

**WHEREAS**, the governing body for the Economic Development Joint Powers Board has considered other possible funding solutions for this project which include: Natrona County; the City of Casper; and the Economic Development Joint Powers Board (EDJPB); and,

**WHEREAS**, the City of Casper, Wyoming will take over ownership, operations and maintenance of the sewer infrastructure and utilize its Standard Operating Procedures (SOPs) for the operations and maintenance of the line; and,

**WHEREAS**, the City of Casper, Wyoming will utilize any revenue recaptured from the system investment charges for future capital construction and the monthly sewer service charges for its operations and maintenance; and,

**WHEREAS**, the Economic Development Joint Powers Board is working in partnership with the Casper Area Economic Development Alliance (CAEDA); and,

**WHEREAS**, the Economic Development Joint Powers Board will hold a public hearing at 300 South Wolcott; Suite 300 in Casper, Wyoming on Thursday, August 13, 2015, at 10:30 a.m., and give full consideration to all comments received.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING THAT:** the City of Casper, Wyoming supports a grant application to be submitted by the Economic Development Joint Powers Board to the Wyoming Business Council in the amount of \$1,828,895.00 for the construction of sewer infrastructure along US Highway 20/26 west of the Casper/Natrona County International Airport.

**PASSED, APPROVED AND ADOPTED** this 4<sup>th</sup> day of August, 2015.

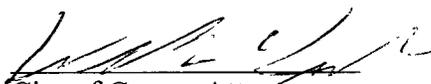
**CASPER CITY COUNCIL  
CASPER, WYOMING**

\_\_\_\_\_  
Charlie Powell, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
V.H. McDonald, City Clerk

  
\_\_\_\_\_  
City of Casper Attorney

July 31, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Support of the Tax Credit Program for the redevelopment of the CentrePointe Apartments (former Star Apartments) into an affordable housing complex.

Recommendation:

That Council, by resolution, consents to the sale of the former Star Apartment building complex by the Casper Housing Authority for its renovation into the CentrePointe Tax Credit Renovation Project for additional affordable housing units.

Summary:

On November 5, 2013, the City of Casper entered into a “Funding Agreement for the Development of Housing Alternatives by the Casper Housing Authority” with the Casper Housing Authority for funding the renovation of the Star Apartment Complex for additional housing alternatives with different levels of affordability within the City. The Casper Housing Authority had purchased the Star Apartment Complex located in the downtown area of the City. The Funding Agreement provided that “[T]he Housing Authority shall not sell, or otherwise assign or transfer any interest in or to the Star Apartment Complex to any other third party, other than the leasing of apartments to tenants for occupancy, or to any other person or entity without the prior written consent of the City, and any such transfer without the written consent of the City shall be void.”

The Casper Housing Authority, under its authority, is now developing a project for the renovation of the Casper Star Apartment Complex into the CentrePointe Tax Credit Renovation Project and is seeking the City’s consent. The City finds that the development of the CentrePointe Tax Credit Project for the renovation of the Casper Star Apartment Complex into affordable housing is for the necessary support of the poor, and the City, pursuant to the Funding Agreement, consents to the transfer of the ownership of the Casper Star Apartment Complex by the Casper Housing Authority for this project under its authority and guidance.

A resolution has been prepared for Council’s consideration.

**RESOLUTION NO. 15-236**

**RESOLUTION CONSENTING TO SALE OF THE STAR APARTMENT BUILDING COMPLEX BY THE CASPER HOUSING AUTHORITY.**

WHEREAS, on November 5, 2013, the City of Casper entered into a “Funding Agreement for the Development of Housing Alternatives by the Casper Housing Authority” with the Casper Housing Authority for funding the renovation of the Star Apartment Complex for additional housing alternatives with different levels of affordability within the City; and,

WHEREAS, the Casper Housing Authority has purchased the Star Apartment Complex located in the downtown area of the City; and,

WHEREAS, the Funding Agreement provided that “[T]he Housing Authority shall not sell, or otherwise assign or transfer any interest in or to the Star Apartment Complex to any other third party, other than the leasing of apartments to tenants for occupancy, or to any other person or entity without the prior written consent of the City, and any such transfer without the written consent of the City shall be void;” and,

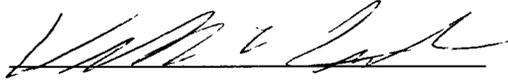
WHEREAS, the Casper Housing Authority, under its authority, is developing a project for the renovation of the Casper Star Apartment Complex into the CentrePointe Tax Credit Renovation Project; and,

WHEREAS, the City finds that the development of the CentrePointe Tax Credit Project for the renovation of the Casper Star Apartment Complex into affordable housing is for the necessary support of the poor, and that the City, pursuant to the Funding Agreement, should consent to the transfer of the ownership of the Casper Star Apartment Complex by the Casper Housing Authority for this program under its authority and guidance.

NOW, THEREFORE, BE IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: The Casper City Council hereby finds that the development of the Casper Star Apartment Complex into the CentrePointe Tax Credit Renovation Project is for the necessary support of the poor, and therefore, the City of Casper, Wyoming, hereby consents to the transfer of the Casper Star Apartment Complex by the Casper Housing Authority to the appropriate entity for purposes of its tax credit program for the renovation of this complex into affordable housing.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read "V. H. McDonald", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

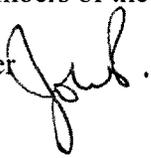
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V. H. McDonald  
City Clerk

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Charlie Powell  
Mayor

June 24, 2015

MEMO TO: His Honor, the Mayor, and Members of the City Council  
FROM: John C. Patterson, City Manager   
SUBJECT: Contract for Trails Manager

Recommendation:

That Council, by resolution, approve a contract with Civil Engineering Professionals, Inc., (CEPI), for trails coordination services.

Synopsis:

The City funded and received a comprehensive trails master plan and now needs to implement it.

Background:

With the help of many citizens, the Casper Area Trails, Path, and Bikeway Plan was crafted. It is a significant work that details all current and proposed trails, paths, and bikeways. Frankly, it is overwhelming in scope. There are so many fronts to attack, so many issues to tackle. The City needs someone to be responsible for the effort to implement the plan. Currently we don't have that expertise or bandwidth in house and it would be expensive to hire an employee to do this work. A professional services agreement with a competent firm would be far cheaper and could produce better results. Jared Fehring, ASLA, an employee of CEPI, is known for his passion for trails and for his design and organization skills. CEPI has provided an exciting scope of services that would get us moving forward with the master plan implementation for less than \$30,000.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of August, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Civil Engineering Professionals, Inc. (CEPI), 6080 Enterprise Drive, Casper, Wyoming, 82609 (“Contractor”).

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

### RECITALS

A. The City desires to retain a firm to oversee the coordination of trail development for the City.

B. The project requires professional services for the evaluation, prioritization, and expediting the design of and the overseeing of trail project construction.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Those services set forth in Exhibit “A” attached hereto, being the scope of services to be offered and completed by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed as provided in Exhibit “A.”

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of THIRTY THOUSAND DOLLARS (\$30,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

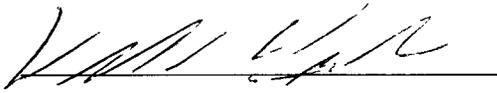
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to be 'V.H. McDonald', written over a horizontal line.

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V.H. McDonald  
Clerk

---

Daniel Sandoval  
Mayor Pro Tem

CONTRACTOR  
Civil Engineering Professionals, Inc.



A handwritten signature in black ink, appearing to be 'William Fehringer', written over a horizontal line.

William Fehringer  
Secretary

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### **1. TERMINATION OF CONTRACT:**

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

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### **4. AUDIT:**

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1,000,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



July 13, 2015

John Patterson, City Manager  
City of Casper Manager's Office  
200 North David Street  
Casper, Wyoming 82601

Mr. Patterson:

It was a pleasure to meet with you to discuss the recently completed Casper Area Trails, Path and Bikeway Plan. We are very excited about the opportunity to work closely with you and the city to provide trails coordination services to help evaluate, prioritize and expedite the design and construction of trails and pathways in and around the City of Casper. We have prepared this letter to present our proposed approach to providing this work.

CEPI's mission statement is simply ***"Do the right thing!"*** This mission statement embodies our approach to providing the highest quality professional services to a small group of clients located in central Wyoming. High quality technical services, coupled with long term commitments and local knowledge have contributed toward a trend of success for our clients and CEPI. When we approach a project we endeavor to find the best solution to the problem or project. We do not focus on profit margins or how to create the biggest project; we simply endeavor to do the right thing. We believe that if we look for the broadest and best solutions to meet our client's needs we will create long term solutions and long term relationships. The CEPI project team for the trails coordination provides a blend of seasoned facilitation and leadership with youth, energy and vision.

There is an adage that the most efficient way to meet a goal or objective is to "plan your work and work the plan." The Casper Area Trails, Path and Bikeway Plan is an excellent starting point. The timing is perfect to refine and detail this plan and put it into operation to systematically and efficiently evaluate, design and construct the trails network in and around Casper. Below we have detailed the tasks we believe are necessary to refine the plan and place it into operation.

- **REFINE AND PRIORITIZE (estimated 80hrs)** - The culmination of the Casper Area Trails, Path and Bikeway Plan is a very detailed drawing identifying all of the current and proposed trails, paths and bikeways within the City of Casper. This document is very useful, but we need to take it to the next step. The first task will be to prioritize the proposed improvements and add potential rural pathways around Casper into the plan (e.g. Casper Mountain). This task will also include delineating the proposed pathways into categories based upon the complexity and cost of construction. Projects that only require striping changes to streets should be prioritized; projects requiring land acquisition and detailed design should be ranked

based upon cost, need and connectivity. Proposed and potential trails would be ranked using a series of defensible metrics to rank the importance of each project. The trails plan must be a living document that is updated and maintained to track the improvements made, continuously reviewed to assure completeness and utilized to prioritize, fund and construct a comprehensive trails system.

- **EXTENSION OF CITY STAFF (estimated 30hrs)** - “When eating an elephant take one bite at a time.”<sup>1</sup> Planning and constructing the trails system must be prioritized into “bite-size” pieces. Our plan for prioritizing the pathways in and around the City of Casper is to facilitate a series of work groups, first with city staff to determine the direction and implementation of this committee. For this meeting or series of meetings, we would not bill the City until it is determined what the focus and scope of the committee will be. Secondly, we would arrange meetings with a citizen advisory group. Then during a series of three work sessions with city staff we will delineate the potential trails into categories based upon complexity, location and type (i.e. on street, off street, striping only, etc.). During the final meeting we will work to generate a top ten list of trails and pathways within the city and outside of the city which promote connectivity and access. Our approach is to serve as an extension of the city staff and not as a consultant presenting the results of our work. Teamwork and consensus is essential for the success of the plan.
  
- **CITIZEN ADVISORY GROUP (estimated 30hrs)** - Following the prioritization process with city staff we will facilitate a series of two meetings with a citizen advisory group. We will present the priorities and modifications to the plan and solicit input from the group. Site visits to each area on the top ten list would be made in order for group members to visualize the improvements. After input from the first meeting we would modify the plan accordingly and meet a second time to gain informed consensus with the plan.
  
- **TOP TEN LIST (estimated 60hrs)** - Following the completion of the plan and the top ten list we would define potential funding sources for all of the proposed projects. We would then prioritize and schedule the design and construction of the trails projects to coincide with the available funding. This plan and funding schedule would be presented to the citizen advisory group and the Casper City Council.
  
- **EDUCATION (estimated 100hrs)** - Following acceptance and support for the plan, the key for success is education of trail users and the general public. We propose a system of trail identification and signage to inform users of connectivity and use. Development of a cell phone application for mapping and identification would be a priority. The trail signage could be equipped with a QR-code for the application to direct trail users around the system. We also believe that education at local schools would improve trail knowledge and use. The trails education system is critical for

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<sup>1</sup> Creighton Abrams



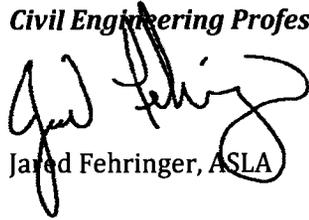
the implementation of the plan and should focus on safety, driver education and respect for all trail users.

- **FEE** - Our current fee schedule has rates of \$95 per hour for a Landscape Architect. We propose to reduce this rate to \$85 per hour and we will bill the City on an hourly basis for the work on the trails plan with an agreement not to exceed \$30,000. CEPI has a tradition of providing professional services for non-profit entities at reduced rates. We recognize the importance of this project for the city we work and live in and do not wish to profit from making our community better and safer.

We are extremely excited to be a part of this process. We have a history of designing and constructing trails in the Casper area that spans two decades. We are Casper people who understand the community and the needs of the trail system. With the addition of Jared Fehringer to our staff three years ago we have broadened our expertise to include landscape architecture. We are confident we can help put the trails plan into action working as an extension of the city staff.

Please feel free to contact us if you have any questions or if we can meet with you or other city staff to present our approach to the trails system implementation plan.

Sincerely,  
*Civil Engineering Professionals, Inc.*



Jared Fehringer, ASLA



RESOLUTION NO. 15-237

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL ENGINEERING PROFESSIONALS, INC. FOR TRAILS AND PATHWAYS COORDINATION SERVICES.

WHEREAS, trails and pathways in the City of Casper and surrounding area are valued and integral infrastructure for the community; and,

WHEREAS, the City of Casper desires to design and construct additional trails and pathways; and,

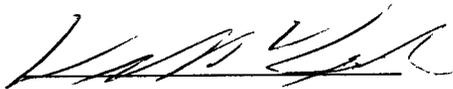
WHEREAS, to ensure trails and pathways development is prioritized for best utilization and community access, and expeditiously designed and constructed, doing so is best achieved by utilizing professional services; and,

WHEREAS, Civil Engineering Professionals, Inc. (CEPI) is willing and able to provide professional trail coordination services.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed execute and the City Clerk to attest a professional services agreement between CEPI for trails and pathway coordination services in the amount not to exceed Thirty Thousand Dollars (\$30,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Daniel Sandoval  
Mayor Pro Tem

July 13, 2015

MEMO TO: His Honor, The Mayor, and Members of City Council

FROM: John C. Patterson, City Manager  
Renee Jordan-Smith, Executive Assistant to City Manager

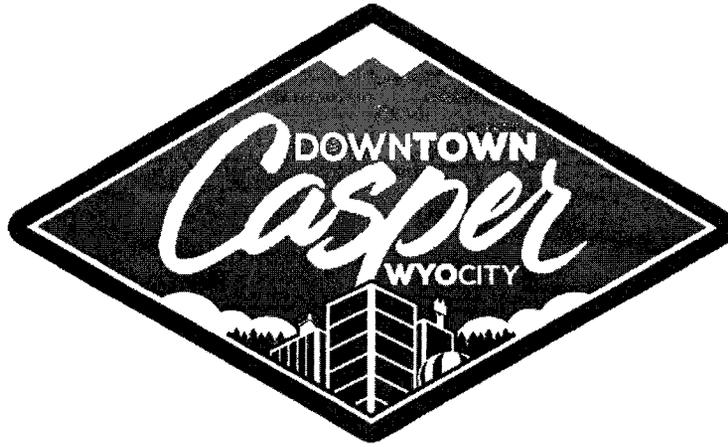
SUBJECT: Authorize Reappointments to the Downtown Development Authority Board of Directors

Recommendation:

That Council, by minute action, authorize the reappointments of Brian Scott Gamroth, Sona Rummel and Brandon Daigle to the Downtown Development Authority Board of Directors.

Summary:

The Downtown Development Authority (DDA) encourages business recruitment, economic development, public relations, advertising and promotions, educational programs, financial assistance and beautification enhancements. The DDA's Board of Directors is comprised of an 11 member volunteer board. Three (3) of the members terms are expiring. Attached are letters of interest from each member. It is recommended that Council reappoint Brian Scott Gamroth, Sona Rummel and Brandon Daigle to additional four (4) year terms beginning June 30, 2015 – June 30, 2019.



July 10, 2015

The Honorable Charlie Powell  
Mayor of the City of Casper  
The Honorable Members of the City Council  
The City of Casper  
200 N. David Street  
Casper, WY 82601

Dear Mayor Powell and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to reappoint Mr. Brian Scott Gamroth, Ms. Sona Rummel, and Mr. Brandon Daigle, for four year board terms expiring June 30, 2019. A letter of continued interest is attached for all requested appointments.

The board extends its sincere appreciation to you and the council for your consideration of these community leaders.

Thank you for your time and consideration.

Respectfully submitted,

*Kevin Hawley*

Kevin Hawley  
Executive Director

Enclosures:

**DOWNTOWN DEVELOPMENT  
AUTHORITY**

• 234 S. David • Casper, WY • 82601 •

Brian Scott Gamroth  
150 North Nichols  
Casper, WY 82601  
307-266-5252

May 1, 2015

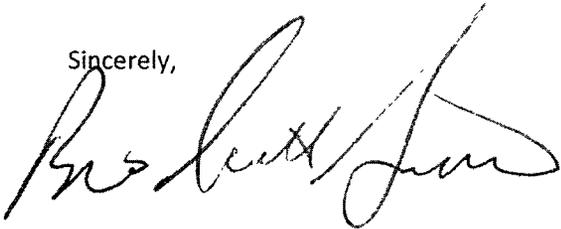
Kevin Hawley  
Casper Downtown Development Authority  
234 S. David Street  
Casper, WY 82601

Mr. Hawley,

I am writing to express my continued interest in serving on the Downtown Development Authority Board of Directors. Please accept this letter as my official notice of interest to serve another term on the board.

I would appreciate the opportunity to continue to serve on the DDA Board of Directors. Thank you for your time and consideration of my application.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Scott Gamroth". The signature is fluid and cursive, with a large initial "B" and "S".

Brian Scott Gamroth

Brandon A. Daigle  
855 S. Grant Ave.  
Casper, WY 82601  
bdaigle@moaarch.com  
307.315.7286

April 28, 2015

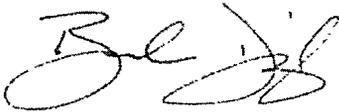
Kevin Hawley  
Casper Downtown Development Authority  
234 S. David Street  
Casper, WY 82601

Mr. Hawley,

I am writing to express my continued interest in serving on the Downtown Development Authority Board of Directors. Please accept this letter as my official notice of interest to serve another term on the board.

I would appreciate the opportunity to continue to serve on the DDA Board of Directors. Thank you for your time and consideration of my application.

With Respect,

A handwritten signature in black ink, appearing to read 'Brandon Daigle', with a stylized flourish at the end.

Brandon Daigle, AIA, LEED AP  
Principal  
MOA ARCHITECTURE  
307.315.7286

Sona Rummel  
138 S. Kimball  
Casper, WY 82601  
307-472-7662

May 13, 2015

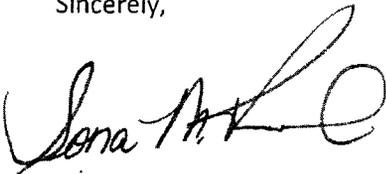
Kevin Hawley  
Casper Downtown Development Authority  
234 S. David Street  
Casper, WY 82601

Mr. Hawley,

I am writing to express my continued interest in serving on the Downtown Development Authority Board of Directors. Please accept this letter as my official notice of interest to serve another term on the board.

I would appreciate the opportunity to continue to serve on the DDA Board of Directors. Thank you for your time and consideration of my application.

Sincerely,

A handwritten signature in black ink, appearing to read "Sona Rummel". The signature is fluid and cursive, with a large loop at the end.

Sona Rummel

July 1, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Assistant City Manager   
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Application for Taxicab Company Licenses

Recommendation:

That Council, by minute action, authorize the issuance of a Taxicab Company License to Doug Esterline, d.b.a. NC Cab, located at 304 South Kenwood Street, Casper, Wyoming.

Summary:

Application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Doug Esterline, d.b.a. NC Cab

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the license for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity. NC Cab is located in a residential zoned area. Code Enforcement staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code, please see attachment. Home occupation is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages only family members residing on the premises. There can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling until.

The City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. This company's insurance policy has been

reviewed and approved by Risk Management. Lastly, this applicant meets the qualification listed in Section 5.60.130 of the Casper Municipal Code.



*City of Casper*  
**POLICE DEPARTMENT**

**Memorandum**

Date: 07-01-15

To: V.H McDonald, Administrative Services Director

From: Chief Jim Wetzel

A handwritten signature in black ink that reads "Jim Wetzel" with a stylized flourish.

Reference: Recommendation for Issuing Taxi Cab Drivers License and Taxi Business license.

**Recommendation:**

Pursuant to the requirements of Casper Municipal Code 5.60.120 (5), I do recommend the issuance of **Taxi company license** for the following individuals:

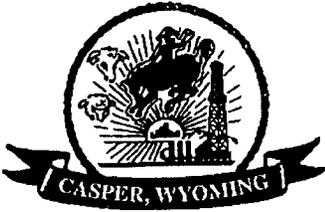
**NC Cab--Doug Esterline**

I recommend that issuance of Taxicab Driver's licenses be denied for the following individuals:

N/A

**Summary:**

The Casper Police Department received requests from applicants for Taxicab Driver's licenses to conduct necessary background checks as required by Casper Municipal Code Chapter 5.60- Vehicles For hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. Fingerprints have been sent to the State of Wyoming Division of Criminal investigation and upon return, if there are items that would restrict the driver's license from being issued, any of those already issued are subject to revocation. There are no issues restricting the issuance of the taxi Cab company license.



Director  
Community Development Department  
200 North David Street  
Phone (307) 235-8241  
WWW.CASPERWY.GOV

# City of Casper

Incorporated 1889  
Casper, Wyoming 82601

June 4, 2015

Re: Taxi Cab Service – 304 South Kenwood Street, Casper, WY

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location, as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

Respectfully,

Craig Collins, AICP  
City Planner

June 29, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: Change of Ownership for Bar and Grill License No. 6

Recommendation:

That Council, by minute action, acknowledge a change in corporate ownership for Screamin' Hot Wyoming, LLC., d.b.a Buffalo Wild Wings.

Summary:

Notice that the ownership of the corporation for Bar and Grill Liquor License No. 6, Screamin' Hot Wyoming LLC., d.b.a Buffalo Wild Wings located at 5071 E. 2<sup>nd</sup> Street, has changed.

Blazin Wings, Inc. purchased one hundred percent of Screamin' Hot Wyoming, LLC interest on June 22, 2015. Screamin' Hot Wyoming, LLC., d.b.a Buffalo Wild Wings remains the licensee at this location.



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ATTORNEYS AT LAW

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June 25, 2015

**VIA Email and FedEx To:**

City of Casper  
ATTN: Carla Mills-Laatsch  
200 No. David St.  
Casper, WY 82601  
[camills@cityofcasperwy.com](mailto:camills@cityofcasperwy.com)

Re: Screamin' Hot Wyoming LLC d/b/a Buffalo Wild Wings  
5071 E. 2<sup>nd</sup> St., Casper, WY 82609

Dear Carla:

This letter serves to notify the local and state authorities that your licensee, Screamin' Hot Wyoming LLC d/b/a Buffalo Wild Wings, has been purchased by Blazin Wings, Inc. This acquisition, which closed June 22, was a purchase of the membership interest in Screamin' Hot Wyoming LLC. Thus, Screamin' Hot remains the licensee at this location. One hundred percent (100%) of its membership interest is now owned by Blazin Wings, Inc. and Blazin Wings, Inc. serves as the manager of the limited liability company.

Blazin Wings, Inc. is the corporate owner of approximately 500 Buffalo Wild Wings locations throughout the United States. It is a Minnesota corporation and is wholly owned by Buffalo Wild Wings, Inc. (which is publicly traded). Blazin Wings, Inc.'s officers include:

Sally Jeanne Wold  
7001 Dublin Rd.  
Edina, MN 55439  
DOB: 1/7/58

Mary Jane Twinem  
875 Lake St. N., Unit 208  
Wayzata, MN 55391  
DOB: 10/28/60

James Michael Schmidt  
17325 25<sup>th</sup> Ave. N.  
Plymouth, MN 55447  
DOB: 1/22/60

Emily Clark Decker  
3115 Lafayette Ridge Rd.  
Wayzata, MN 55391  
DOB: 2/28/79

Blazin Wings, Inc.'s mailing address and contact information is as follows:

5500 Wayzata Blvd., Ste. 1600  
Minneapolis, MN 55416  
(952) 593-9943  
[licensing@buffalowildwings.com](mailto:licensing@buffalowildwings.com)

Please direct all future renewals and/or communications to the above address. If you need anything else from us, or if you have any questions regarding this matter, please feel free to call me at my office.

Very truly yours,

FOSTER, GRAHAM, MILSTEIN & CALISHER, LLP

A handwritten signature in black ink, appearing to read 'B. Proffitt', with a large, stylized flourish at the end.

Brian C. Proffitt

cc: Laura Carlson-Heideman (via email, [lcarlson-heideman@buffalowildwings.com](mailto:lcarlson-heideman@buffalowildwings.com))