

COUNCIL WORK SESSION
Tuesday, November 12, 2013, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. Liquor Code Repeal
2. ARAJPB Operating Agreement
3. Attorney Fee Reimbursement and Land Donation Agreement
4. Beverly & 2nd Street Intersection Study
5. 15th & 21st Street Subarea Traffic Study

October 31, 2013

MEMO TO: John C. Patterson, City Manager 
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Repeal of Sections of the Casper Municipal Code Chapter 5.08 Alcoholic Beverages 

Recommendation:

That the City Council consider repealing sections of the Casper Municipal Code Chapter 5.08 pertaining to Alcoholic Beverages.

Summary:

The City of Casper derives authority for issuance and administration of licenses and permits for the sale of alcohol from state statute. In the absence of a provision of Municipal Code, state statute is the guiding authority for specific issues concerning liquor licensing and permitting. Consequently the City can pass ordinances that are more restrictive than provisions allowed by statute, which the City has done in a few areas.

Through time the City has passed ordinances that duplicates state statute in several areas. This duplication is unnecessary, can create conflict when statutes are amended by the Wyoming Legislature, and add unnecessary volume to the Municipal Code.

Staff recommends that sections of Chapter 5.08 that duplicate, or essentially duplicate, state statute without being more restrictive be eliminated, or that provides regulations for issues not covered by statute. Those sections include:

Code
Section

- | | |
|----------|--|
| 5.08.050 | Requires application for proposed transfer of ownership of 10% or more of a corporation's stock that hold a Retail license |
| 5.08.090 | Regulates the number and issuance of Malt Beverage Permits and Catering Permits; specifies limit of total Malt Beverage Permits that can be issued to a premise and provides for denying permits |
| 5.08.130 | Sets fees for licenses and permits |
| 5.08.190 | Demerit Point/Suspension/Revocation System – Specifies demerit point values for alcoholic beverage violations by holders of liquor licenses and provides for |

suspension or revocation if total points exceed certain levels over certain time periods

5.08.210 & 5.08.220 Regulates Drive-up Windows

5.08.320 Regulates Hours of Operations

5.08.410 Prohibits Bottle Clubs

5.08.420 Regulates Open Container

Additionally, if the City Council repeals sections of Chapter 5.08, the statutory provision for satellite wineries that has been requested to be adopted by a Wyoming winery will not have to be adopted. This license could be issued by the provisions of state statute.

If the City Council supports this recommendation, staff will complete the review of Chapter 5.08 and draft an ordinance repealing duplicate Municipal Code sections for Council to consider at an upcoming regular Council Meeting.

November 5, 2013

MEMO TO: John C. Patterson, City Manager

FROM: William C. Luben, City Attorney

SUBJECT: Consideration of the Ratification of prior real estate sales by the Amoco Reuse Agreement Joint Powers Board and Amendment of the Joint Powers Board Agreement.

Recommendation:

That Council consider ratifying prior real estate sales by the Amoco Reuse Agreement Joint Powers Board, and consider amending the Joint Powers Board Agreement to delete the requirement for the prior approval of property sales by the County and the City.

Summary:

The Joint Powers Agreement between the City and the County requires the Joint Powers Board (the "JPB") to obtain the approval from both the County and the City prior to the sale of any of property by the JPB. It is apparent that the JPB, in the past, has not always obtained the necessary approval from both the County and the City, and as such, a title defect could be raised for the future transfers and sales of these properties.

David Drell is the attorney who represents the JPB, and he is requesting that Council, along with the County Commissioners, ratify the previous sale of these properties by the JPB in order to cure this defect. This would involve ratifying the sales of eleven properties, nine of which were located in the Salt Creek Heights Business Center, and two being located on the Platte River Commons.

It would be my recommendation to ratify the sales of the prior properties in order to avoid the potential of title issues arising for these properties, especially in light of the fact that Council has a representative on the JPB Board which approved these sales initially.

Drell is further requesting that the City and the County consider amending the Joint Powers Agreement to strike the requirement for the additional approvals by both the City and the County for the sale of the land under their control. Many times these sales are put together on tight timelines, and it takes time to get through the approval process with both the City and County.

VLASTOS & DRELL, P.C.
ATTORNEYS AT LAW
300 SOUTH WOLCOTT STREET
SUITE 320
CASPER, WYOMING 82601

(307) 235-6613

J.E. VLASTOS - Of Counsel
DAVID A. DRELL

MAILING ADDRESS:
P.O. BOX 10
CASPER, WYOMING 82602
FACSIMILE (307) 235-6645

August 14, 2013

COPY

William C. Luben
City Attorney's Office
City Hall Building
200 North David Street
Casper, WY 82601

HAND DELIVERED

RE: Amoco Reuse Agreement Joint Powers Board
City/County Approval - Sale of Real Estate in
the Salt Creek Heights Business Center and Platte River Commons
Amendment to Joint Powers Board Agreement

Dear Bill:

Enclosed please find a proposed Resolution for the City of Casper, Wyoming wherein the past sales of real property by the Amoco Reuse Agreement Joint Powers Board ("Joint Powers Board") are approved and ratified. I have prepared all of the transactions in a single instrument. If you feel that it is necessary to have separate instruments, please advise and additional Resolutions will be provided. If not, I would ask that you submit the Resolution to the Council for consideration and approval.

I have also included copies of the Warranty Deeds for the respective properties.

Pursuant to discussions with you and Bill Knight, I have also enclosed two **originals** of a proposed Second Amendment to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper. As you can see, paragraph 4(E)(v) has been amended to delete the requirement that the sale of any real property must first be approved by the City and the County. The paragraph has been amended to reflect that the Joint Powers Board has the authority to sell any real property deeded to the Joint Powers Board by the Amoco Oil Company, n/k/a BP Products North America Inc. I have also included the requirement that the Joint Powers Board shall advise the City and the County on an annual basis as to any such sales. Please review and provide me with any recommended changes. If there are no changes, I would ask that the two original Amendments be submitted to the City for its consideration and approval. I would then ask that the Amendment be returned to this office so that I can submit the same to the County Attorney for the Commission's approval.

William C. Luben
August 14, 2013
Page 2

If you have any questions regarding any of the materials, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. A. Drell".

David A. Drell
VLASTOS & DRELL, P.C.

DAD/dr
encs.

c: Amoco Reuse Agreement Joint Powers Board (w/encs.)

COPY

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING
SALE OF REAL PROPERTY BY THE
AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

WHEREAS, the Amoco Reuse Agreement Joint Powers Board ("the ARAJPB") was created pursuant to the Amoco Property Reuse Joint Powers Agreement between Natrona County, Wyoming and the City of Casper, Wyoming dated October 20, 1998; and

WHEREAS, the ARAJPB has in the past sold certain properties located in the Salt Creek Heights Business Center and the Platte River Commons area located in Natrona County, Wyoming; and

WHEREAS, pursuant to the October 20, 1998 Amoco Property Reuse Joint Powers Agreement, the ARAJPB may only sell real property under its control with the approval of both the City and the County; and

WHEREAS, the ARAJPB is requesting approval and ratification of the sale of said properties; and

WHEREAS, the City's Planning Department has reviewed the request and finds it has no objection to approving and ratifying the sale of said properties.

NOW, THEREFORE, pursuant to the request of the ARAJPB, the Governing Body of the City of Casper, Wyoming hereby approves and ratifies the sales of the following described properties:

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	BCP Casper, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911703	A parcel of land being a portion of the NW¼SW¼NW¼ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northwest corner of the SW¼SW¼NW¼ of Section 5; thence N. 89° 20'03" E. a distance of 109.53 feet, to the point of beginning; thence N. 89° 20'03" E. a distance of 279.23 feet; thence N. 01° 02'17" W. a distance of 311.60 feet; thence S. 47° 34'19" W. a distance of 199.45 feet; thence S. 89° 49'55" W. a distance of 126.88 feet; thence S. 00° 10'05" E., a distance of 179.87 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	BCP Casper, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911702	A parcel of land being a portion of the NW¼SW¼NW¼ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northwest corner of the SW¼SW¼NW¼ of Section 5; thence N. 89° 20'03" E. a distance of 388.76 feet, to the point of beginning; thence N. 89° 20'03" E. a distance of 431.01 feet; thence N. 00° 39'57" W. a distance of 266.09 feet; thence N. 52° 37'07" E. a distance of 41.60 feet, to a point of non-tangent curve; thence on the arc of curve to the right whose chord bears N. 19° 12'35" W. a distance of 118.51 feet, having a radius of 190.00 feet, a central angle of 36° 20'35" and an arc length of 120.52 feet to a point of tangency; thence N. 01° 02'17" W., a distance of 194.90 feet; thence S. 88° 57'43" W. a distance of 429.28 feet; thence S. 01° 02'17" E., a distance of 595.43 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	778 North Circle, LLC	Salt Creek Heights Business Center July 18, 2011 - Instrument No. 911767	<p>Parcel I: A parcel of land being a portion of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Beginning at the northeast corner of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 89° 42'47" W., on the north line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 233.55 feet; thence S. 00° 10'44" E., a distance of 237.13 feet; thence S. 49° 20'45" W., a distance of 172.05 feet, to a point of non-tangent curve; thence on the arc of the curve to the right whose chord bears S. 22° 28'07" E., a distance of 114.35 feet, having a radius of 151.00 feet, a central angle of 44° 34'47" and an arc length of 117.49 feet, to a point of non-tangent; thence N. 89° 49'16" E., a distance of 322.19 feet, to a point on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence N. 00° 19'51" W., on said east line a distance of 455.24 feet, to the point of beginning.</p> <p>Parcel II: A parcel of land being a portion of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence N. 00° 19'51" W., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 25.41 feet to a point on the northerly right of way of English Avenue, as recorded under Reception No. 762968 at the office of the Natrona County Clerk and Recorder, and the point of beginning; thence S. 89° 48'48" W., on said northerly right of way line, a distance of 322.67 feet; thence N. 00° 10'44" W., a distance of 179.53 feet; thence N. 89° 49'16" E., a distance of 322.19 feet, to a point on the east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 19'51" E., along said easterly line, a distance of 179.48 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>
Amoco Reuse Agreement Joint Powers Board	Platte River, LLC	Salt Creek Heights Business Center October 7, 2011 - Instrument No. 916166	<p>A parcel of land being a portion of the NW$\frac{1}{4}$NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 02'21" E., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 50.0 feet to a point on the southerly right of way of English Avenue; thence S. 89° 48'48" W., on said southerly right of way line, a distance of 100.0 feet; thence S. 00° 11'12" E., a distance of 14.59 feet; thence S. 89° 48'48" W., a distance of 609.06 feet to the point of beginning; thence S. 00° 17'13" E., a distance of 336.59 feet; thence S. 89° 42'47" W., a distance of 425.00 feet; thence N. 00° 17'13" W., a distance of 337.33 feet; thence N. 89° 48'48" E., a distance of 425.00 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>
Amoco Reuse Agreement Joint Powers Board	JBL, Limited Partnership	Salt Creek Heights Business Center November 23, 2011- Instrument No. 918720	<p>A parcel of land being a portion of the NE$\frac{1}{4}$NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southeast corner of SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5; thence S. 00° 02'21" E., on said east line of the SE$\frac{1}{4}$SW$\frac{1}{4}$NE$\frac{1}{4}$ of Section 5, a distance of 50.0 feet to a point on the southerly right of way of English Avenue and the point of beginning; thence S. 89° 48'48" W., on said southerly right of way line, a distance of 100.0 feet; thence S. 00° 11'12" E., a distance of 14.59 feet; thence S. 89° 48'48" W., a distance of 121.79 feet; thence S. 03° 52'02" W., a distance of 336.62 feet; thence N. 89° 42'47" E., a distance of 244.46 feet; thence N. 00° 05'29" E., a distance of 100.32 feet, to a point on the easterly line of the NW$\frac{1}{4}$SE$\frac{1}{4}$ of Section 5; thence, along said easterly line N. 00° 02'21" W., a distance of 249.62 feet to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.</p>

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	Becker Development Limited Liability Company	Salt Creek Heights Business Center February 2, 2012 - Instrument No. 922410	A parcel of land being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence S. 89° 42'47" W., on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5, a distance of 233.55 feet to the point of beginning; thence S. 00° 10'44" E., a distance of 237.13 feet; thence S. 49° 20'45" W., a distance of 172.05 feet, to a point of non-tangent curve; thence on the arc of curve to the left whose center bears S. 45° 14'29" W., having a radius of 151.00 feet, a central angle of 45° 25'13" and an arc length of 119.70 feet, to a point of non-tangent; thence N. 00° 10' 44" W., a distance of 303.35 feet, to a point on said north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 5; thence N. 89° 42'47" E., on said north line, a distance of 238.43 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Refined Properties, LLC	Salt Creek Heights Business Center April 18, 2012 - Instrument No. 926520	A parcel of land being a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6; thence on the west line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6, N. 00° 23'27" W., a distance of 393.97 feet; thence N. 89° 36'33" E., a distance of 23.23 feet to a point on the easterly right-of-way line of Salt Creek Highway and the point of beginning; thence on said easterly right-of-way line, N. 01° 02'35" W., a distance of 228.61 feet; thence N. 89° 36'33" E., a distance of 63.81 feet; thence N. 49° 23'02" E., a distance of 197.34 feet to a point on the southerly right-of-way line of Opportunity Boulevard; thence on said southerly right-of-way line, N. 89° 59'50" E., a distance of 116.57 feet; thence S. 00° 00'10" E., a distance of 82.48 feet to a point of curve; thence on the arc of a curve to the left whose chord bears S. 29° 39'00" E., a distance of 187.97 feet, having a radius of 190.00 feet, a central angle of 59° 17'40" and an arc length of 196.63 feet to a point of non-tangent; thence S. 30° 42'10" W. a distance of 117.06 feet; thence S. 88° 14'49" W., a distance of 359.41 feet to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Refined Properties, LLC	Salt Creek Heights Business Center July 17, 2012 - Instrument No. 932002	A parcel of land being a portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 33 North, Range 79 West of the 6 th P.M., Natrona County, Wyoming, being described as follows: Commencing at the center south northwest 1/64 corner of said Section 5; thence N. 06° 53'46" W., a distance of 604.48 feet to a point on the southerly right-of-way line of Salt Creek Parkway as recorded under Instrument Numbers 679826 and 679997, said point being the point of beginning; thence S. 01° 02'17" E., a distance of 324.98 feet; thence S. 88° 58'46" W., a distance of 260.04 feet; thence on the arc of a curve to the right whose chord bears N. 46° 01'46" W., a distance of 183.82 feet, having a radius of 130.00 feet, a central angle of 89° 58'57" and an arc length of 204.16 feet, to a point of tangent; thence N. 01° 02'17" W., a distance of 194.90 feet, to a point on said southerly right-of-way line; thence on said southerly right-of-way line, N. 88° 57'43" E., a distance of 390.00 feet, to the point of beginning. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Transportation Commission of Wyoming	Salt Creek Heights Business Center January 19, 2012 - Instrument No. 921728	See Warranty Deed attached hereto as Exhibit "A".

Grantor	Grantee	Location/ Warranty Deed Information	Legal Description
Amoco Reuse Agreement Joint Powers Board	J & G Coffee Cafe L.L.C.	Platte River Commons September 7, 2012- Instrument No. 935385	Lot 1, "OYD No. 1 Subdivision", an addition in the City of Casper, Natrona County, Wyoming, as per plat recorded April 4, 2012, as Instrument No. 925780. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.
Amoco Reuse Agreement Joint Powers Board	Adbay.Com Inc.	Platte River Commons September 21, 2012 - Instrument No. 936211	Lot 2, "OYD No. 1 Subdivision", an addition in the City of Casper, Natrona County, Wyoming, as per plat recorded April 4, 2012, as Instrument No. 925780. Subject to Covenants, Conditions, Restrictions and Easements of Record, if any.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2013.

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Schlager, Mayor

ATTEST:

V.H. McDonald, City Clerk

COPY

**SECOND AMENDMENT TO THE AMOCO PROPERTY REUSE
JOINT POWERS AGREEMENT BETWEEN NATRONA COUNTY, WYOMING
AND THE CITY OF CASPER, WYOMING**

This Second Amendment to the Amoco Property Reuse Joint Powers Agreement is entered into this ____ day of _____, 2013, by and between NATRONA COUNTY, WYOMING, a body corporate and political subdivision (“County”), 200 North Center, Suite 115, Casper, Wyoming 82601, and the CITY OF CASPER, WYOMING, a Wyoming Municipal Corporation (“City”), 200 North David, Casper, Wyoming, 82601; the County and City collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the parties hereto entered into an Agreement entitled “The Amoco Property Reuse Joint Powers Agreement” dated October 20, 1998, hereinafter referred to as the “Agreement”, the terms and conditions of which are hereby incorporated herein at this point as if fully set forth; and

WHEREAS, the parties desire to amend paragraph 4(E)(v) of the above described Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree by and between them as follows:

I: INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

II. AMENDMENT OF PARAGRAPH (4)(E)(v)

The parties hereto agree by and between them that paragraph 4(E)(v) of the Agreement is hereby deleted and stricken therefrom with the following new paragraph being substituted in its place:

v. The Joint Powers Board is authorized to maintain and operate the improvements and infrastructure of the Amoco Property. While it is in existence, the Joint Powers Board shall also have the authority to sell any real property deeded to the Joint Powers Board by the Amoco Oil Company, n/k/a as BP Products North America Inc. The Joint Powers Board, on an annual basis, shall advise the City and County of any sales of such real property conducted in the preceding year. The parties do not intend to transfer water rights available in the Amoco Reuse Agreement to the Joint Powers Board.

III. RATIFICATION OF THE AGREEMENT AS AMENDED

The parties hereto hereby ratify the terms and conditions of the Agreement as amended hereby. All other provisions of the October 20, 1998 Amoco Property Reuse Joint Powers Agreement and the First Amendment to the Amoco Property Reuse Joint Powers Agreement Between Natrona County, Wyoming and the City of Casper, Wyoming dated May 4, 2010 shall remain in full force and effect.

IV: MISCELLANEOUS AGREEMENTS OF THE PARTIES

This Amendment may be executed in counterparts and said counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same Agreement.

This Amendment shall constitute the entire understanding and agreement of the parties, and no amendment or modification of the terms of the Agreement or this Amendment shall be valid or enforceable unless made in writing and executed by all parties hereto.

IN WITNESS WHEREOF, this Amendment is executed on the day and year first above written.

APPROVED AS TO FORM:

Natrona County Attorney

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

William McDowell, Chairman

ATTEST:

Renea Vitto, County Clerk

APPROVED AS TO FORM:

Casper City Attorney

CITY OF CASPER, WYOMING,
A MUNICIPAL CORPORATION

Kenye Schlager, Mayor

ATTEST:

V. H. McDonald, City Clerk

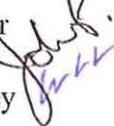
APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. Ann. § 16-1-105(a)(ii), the Second Amendment to the Amoco Property Reuse Joint Powers Agreement as attached hereto was reviewed and the Interim Attorney General determined that this modification is compatible with the laws and constitution of the State of Wyoming. The approval of this modification by the Interim Attorney General is limited to the terms and conditions thereof, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this _____ day of _____, 2013.

Peter K. Michael
Interim Attorney General
State of Wyoming

November 4, 2013

MEMO TO: John C. Patterson, City Manager 
FROM: William C. Luben, City Attorney 
SUBJECT: Attorney Fee Reimbursement and Land Donation Agreement. 

Recommendation:

That the City Council consider approving an "Attorney Fee Reimbursement and Land Donation Agreement" between the City and Hospitality Development Corporation for the reimbursement of attorney fees incurred by the City due to the failure of the State Treasurer to approve a bond issue under the Industrial Development Projects Act.

Summary:

Hospitality Development Corporation ("Hospitality") sought a bond issue under the Industrial Development Projects Act (the "Act") to finance improvement projects on the Hospitality Parkway Hotel complex. This bond issue was ultimately not approved by the State Treasurer.

The City was authorized by the Act to issue revenue bonds or other obligations for the purpose of defraying the cost of financing the projects as contemplated by Hospitality. The City incurred attorney fees in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for outside legal counsel fees for the issuance of this bond issue. These fees would normally be paid out of the bond proceeds. Hospitality has agreed to reimburse the City these fees pursuant to the terms and conditions of an "Attorney Fee Reimbursement and Land Donation Agreement" (the "Agreement") that has been developed between the parties, a draft of which accompanies this memo for your review.

Hospitality agrees with the terms and conditions of the Agreement, and staff desires direction from Council as to whether this Agreement should be moved forward for formal approval by the parties.

The City had previously realigned and improved a storm water drainage system lying in an easement across Hospitality's real property, during which concrete and other debris was discovered and excavated, which debris is currently on Hospitality's property. The City has an obligation to clean up and remove this debris, and this has been included in the Agreement.

In addition, Hospitality had agreed to donate, and convey to the City Lot 1 of the Goldwater Addition No. 2 prior to pursuing the bond issue described above. The City needs this property for storm drainage management, and as part of the Agreement, Hospitality has agreed to convey this property to the City by a warranty deed.

**ATTORNEY FEE REIMBURSEMENT AND
LAND DONATION AGREEMENT**

This Attorney Fee and Land Donation Agreement (“Agreement”) is entered into this ____ day of _____, 2013 by and between Hospitality Development Corporation, a Wyoming corporation (“Hospitality”), 123 West E Street, Casper, Wyoming, 82601; and the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 (the “City”). Hospitality and the City may be collectively referred to as the “parties”.

RECITALS

WHEREAS, Hospitality applied for a bond issue under the Industrial Development Projects Act, Title 15, Chapter 1, Article 7 of the Wyoming Statutes (the “Act”) to finance improvement projects on the Hospitality hotel complex located in Casper, Wyoming; and,

WHEREAS, the City is authorized by the Act to issue revenue bonds or other obligations for the purpose of defraying the cost of financing the projects as contemplated by Hospitality; and,

WHEREAS, the City incurred attorney fees in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to outside legal counsel for the issuance of the bonds for the projects contemplated by Hospitality, which sum normally would have been paid out of the bond proceeds; and,

WHEREAS, the bond issue was ultimately not approved by the Office of the State Treasurer for the State of Wyoming; and,

WHEREAS, by reason of this failed bond issue, the City has paid outside legal counsel the sum of Twenty-Five Thousand Dollars (\$25,000.00), and Hospitality has agreed to reimburse the City pursuant to the terms and conditions of this Agreement; and,

WHEREAS, the City had previously realigned and improved a storm water drainage system lying in an easement across Hospitality’s real property, during which concrete and other debris was discovered and excavated, which debris is currently on Hospitality’s property; and,

WHEREAS, Hospitality had agreed to donate, and convey to the City, by warranty deed, Lot 1 “Goldwater Addition No. 2” to the City of Casper, Natrona County, Wyoming, according to the plat recorded March 31, 1976 in Book 266 of Deeds, Page 167 (Lot 1) prior to pursuing the bond issue described above; and

WHEREAS, the City had intended to use, and still needs Lot 1 for future utility and storm water management purposes; and,

WHEREAS, although the bond issue failed, Hospitality still desires to donate and convey Lot 1 to the City by a donative warranty deed, free and clear of all liens and encumbrances, except easements, reservations, and restrictions of record.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and agreements contained herein, hereby agree by and between them as follows:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

ARTICLE II: INSTALLMENT PAYMENT AGREEMENT

Hospitality agrees to repay to the City the principal sum of Twenty-Five Thousand Dollars (\$25,000.00) with interest thereon at the rate of six percent (6%) per annum under the following terms and conditions:

- A. Said principal and interest shall be paid by Hospitality to the City in monthly installments of Two Thousand One Hundred Fifty-One and Sixty-six Cents (\$2,151.66) per month for twelve (12) months commencing on January 1, 2014 with like installments due and payable on or before the first day of each month thereafter for eleven (11) additional consecutive months, with any remaining principal balance and interest thereon to be paid in one (1) lump sum on or before December 1, 2014. The parties agree that interest on the principal sum shall commence on December 1, 2013. Said payment schedule being set forth on the amortization attached hereto as Exhibit "A."
- A. Hospitality shall have the right to pay any portion or all of the unpaid principal balance due hereunder at any time without penalty on any of such monthly installment dues dates. In the event a portion of unpaid principal balance is paid, the foregoing amortized monthly payment, which includes interest as set forth above, shall be adjusted accordingly.
- B. Hospitality agrees to pay the monthly installments of principal and interest as set forth above to the City at the following address, or such other address as the City shall direct Hospitality in writing:

Office of the Casper City Clerk
City Hall
200 North David Street
Casper, WY 82601

- C. Hospitality shall be given a grace period of thirty (30) days from the date any installment is due to make said payment, and during the thirty (30) day grace period

Hospitality shall not be in default in the making of such payment. **PROVIDED, HOWEVER,** Hospitality shall pay City a late payment fee in the amount of One Hundred Dollars (\$100.00) for any such late payment which is paid by Hospitality to the City from the tenth day through and including the thirtieth day of such grace period. For all purposes herein, the date of payment shall be the date that payment is actually received by the City.

- D. Upon the failure of Hospitality to timely make any such monthly installment payment, or within the 30-day grace period as set forth above, the City shall have the right, upon written notice to Hospitality at its above-stated address, to accelerate and require immediate payment in full of all of the remaining principal sum otherwise due the City and any interest thereon without further demand, and may take any action, in law or equity to collect said sum from Hospitality.

ARTICLE III: LAND DONATION

Hospitality states that it will donate and convey to the City the following described real property in furtherance of its original intent to donate this real property to the City:

Lot 1, "Goldwater Addition No. 2" to the City of Casper,
Natrona County, Wyoming, according to the plat recorded
March 31, 1976 in Book 266 of Deeds, Page 167.

The conveyance shall be evidenced by a donative warranty deed from Hospitality to the City, which conveyance shall be free and clear of any liens or encumbrances, except reservations, restrictions, and easements of record.

The above-described real property shall be conveyed to the City within thirty (30) days of the execution of this Agreement by all parties.

ARTICLE IV: DEBRIS CLEAN UP BY CITY

The City agrees to clean up and remove the concrete and other debris that is located on Hospitality's real property which was discovered and excavated by the City as described in the Recitals Section of this Agreement. The City agrees to, and shall complete this clean up on or before May 1, 2014.

Hospitality agrees to allow the City access across its property for this debris cleanup, provided, however, that the City restores any surface damaged by the City to its prior condition. Hospitality further agrees to hold the City, its officers, elected officials, and employees and agents harmless from any and all liability resulting from such cleanup, except for the restoration of the surface of said property as provided herein.

ARTICLE V: MISCELLANEOUS AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of Hospitality and the City states that they, individually, have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

The parties specifically agree that all prior agreements between them, oral or written, regarding the subject matter of this Agreement are hereby contained, set forth, and merged in this Agreement.

This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, where all copies shall constitute but one in the same agreement.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other party at the other party's address as stated and set forth above, or such other address specified in writing by either party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 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.

The parties hereto have executed this Agreement on the day and year first above written:

HOSPITALITY DEVELOPMENT
CORPORATION,
A Wyoming Corporation:

By: _____
Patrick E. Sweeney, President

APPROVED AS TO FORM:

THE CITY OF CASPER, WYOMING,
A Wyoming Municipal Corporation:

By: _____
Kenyne Schlager, Mayor

ATTEST:

City Clerk

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

This instrument was acknowledged before me this ___ day of _____, 2013 by Patrick E. Sweeney, as the President of Hospitality Development Corporation, a Wyoming corporation.

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

This instrument was acknowledged before me this ___ day of _____, 2013 by Kenyne Schlager, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Notary Public

My Commission Expires: _____

Loan Amortization Schedule

Enter values	
Loan amount	\$ 25,000.00
Annual interest rate	6.00 %
Loan period in years	1
Number of payments per year	12
Start date of loan	12/1/2013
Optional extra payments	

Loan summary	
Scheduled payment	\$ 2,151.66
Scheduled number of payments	12
Actual number of payments	12
Total early payments	\$ -
Total interest	\$ 819.93

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/1/2014	\$ 25,000.00	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,026.66	\$ 125.00	\$ 22,973.34	\$ 125.00
2	2/1/2014	\$ 22,973.34	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,036.79	\$ 114.87	\$ 20,936.55	\$ 239.87
3	3/1/2014	\$ 20,936.55	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,046.98	\$ 104.68	\$ 18,889.57	\$ 344.55
4	4/1/2014	\$ 18,889.57	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,057.21	\$ 94.45	\$ 16,832.35	\$ 439.00
5	5/1/2014	\$ 16,832.35	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,067.50	\$ 84.16	\$ 14,764.86	\$ 523.16
6	6/1/2014	\$ 14,764.86	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,077.84	\$ 73.82	\$ 12,687.02	\$ 596.98
7	7/1/2014	\$ 12,687.02	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,088.23	\$ 63.44	\$ 10,598.79	\$ 660.42
8	8/1/2014	\$ 10,598.79	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,098.67	\$ 52.99	\$ 8,500.13	\$ 713.41
9	9/1/2014	\$ 8,500.13	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,109.16	\$ 42.50	\$ 6,390.97	\$ 755.91
10	10/1/2014	\$ 6,390.97	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,119.71	\$ 31.95	\$ 4,271.26	\$ 787.87
11	11/1/2014	\$ 4,271.26	\$ 2,151.66	\$ -	\$ 2,151.66	\$ 2,130.30	\$ 21.36	\$ 2,140.96	\$ 809.22
12	12/1/2014	\$ 2,140.96	\$ 2,151.66	\$ -	\$ 2,140.96	\$ 2,130.25	\$ 10.70	\$ -	\$ 819.93

EXHIBIT "A"

November 5, 2013

MEMO TO: John C. Patterson, City Manager 

FROM: Andrew Nelson, MPO Supervisor

SUBJECT: 11/12/13 Council Work Session presentation for Casper MPO's 15th and 21st Street Subarea Study and 2nd/Beverly Intersection Study 

Recommendation:

No recommendation. This presentation is for informational purposes only.

Summary:

The Casper Area MPO contracted with Consultants Kadrmas, Lee, and Jackson (KLJ) for two studies during the past year for City of Casper streets. These two projects included an intersection study at 2nd Street and Beverly and a subarea study in the neighborhoods between 15th and 21st streets from Wolcott Street in the west to Waterford in the east. This presentation serves as the conclusion of these studies.

No Council action is required at this presentation. KLJ consultants will be providing a condensed informational summary with short and long term traffic improvements that Council could consider for future construction.

The Metropolitan Planning Organization
Casper, Wyoming

BEVERLY AND 2ND STREET INTERSECTION STUDY



CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
Casper - Mills - Evanston - Starbuck - Astoria County

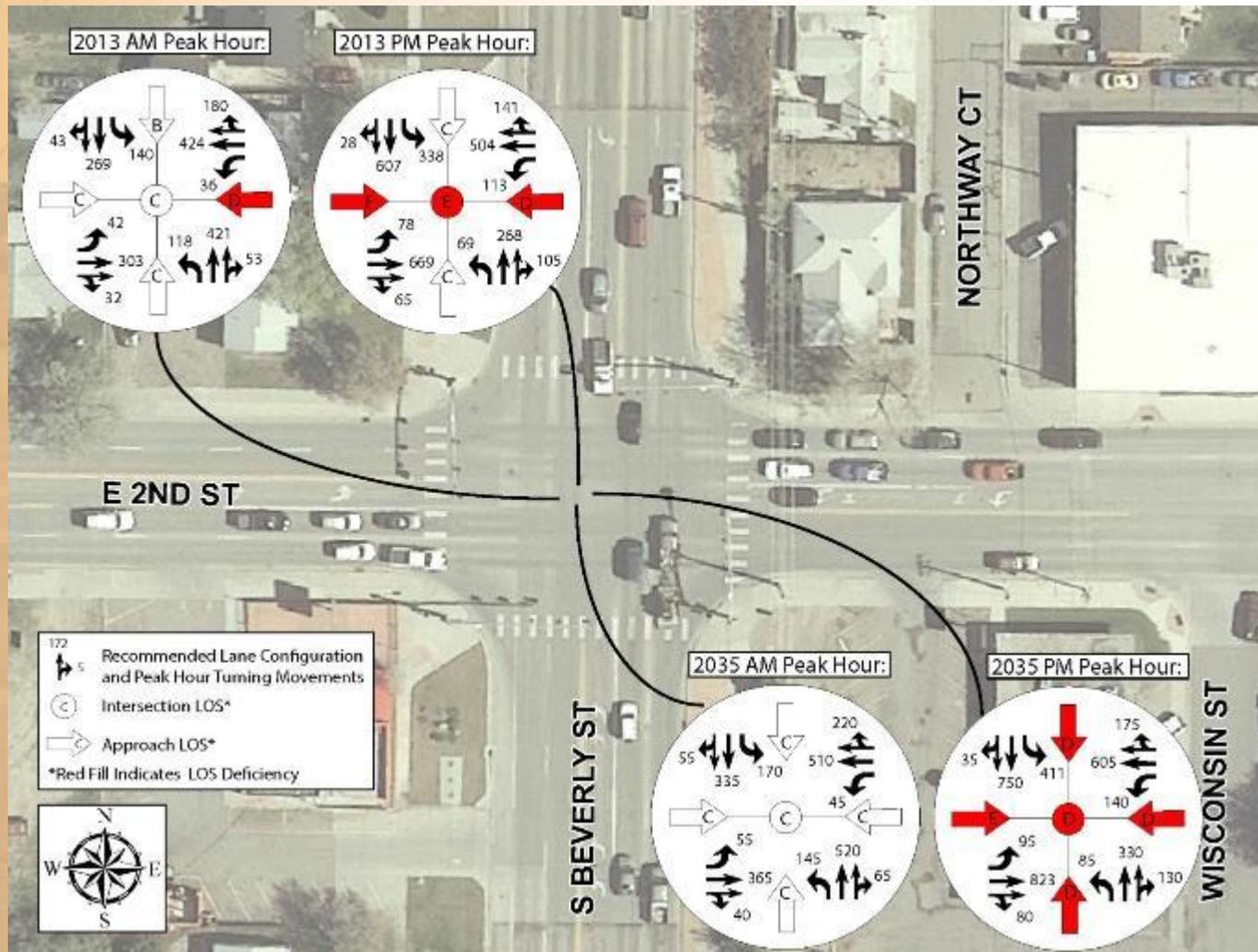


Goals



- » **Goal 1:** Identify quick and easy safety improvements.
- » **Goal 2:** Identify long-term safety and capacity improvements.

Traffic Operations



Alternative Analysis



Short-Term

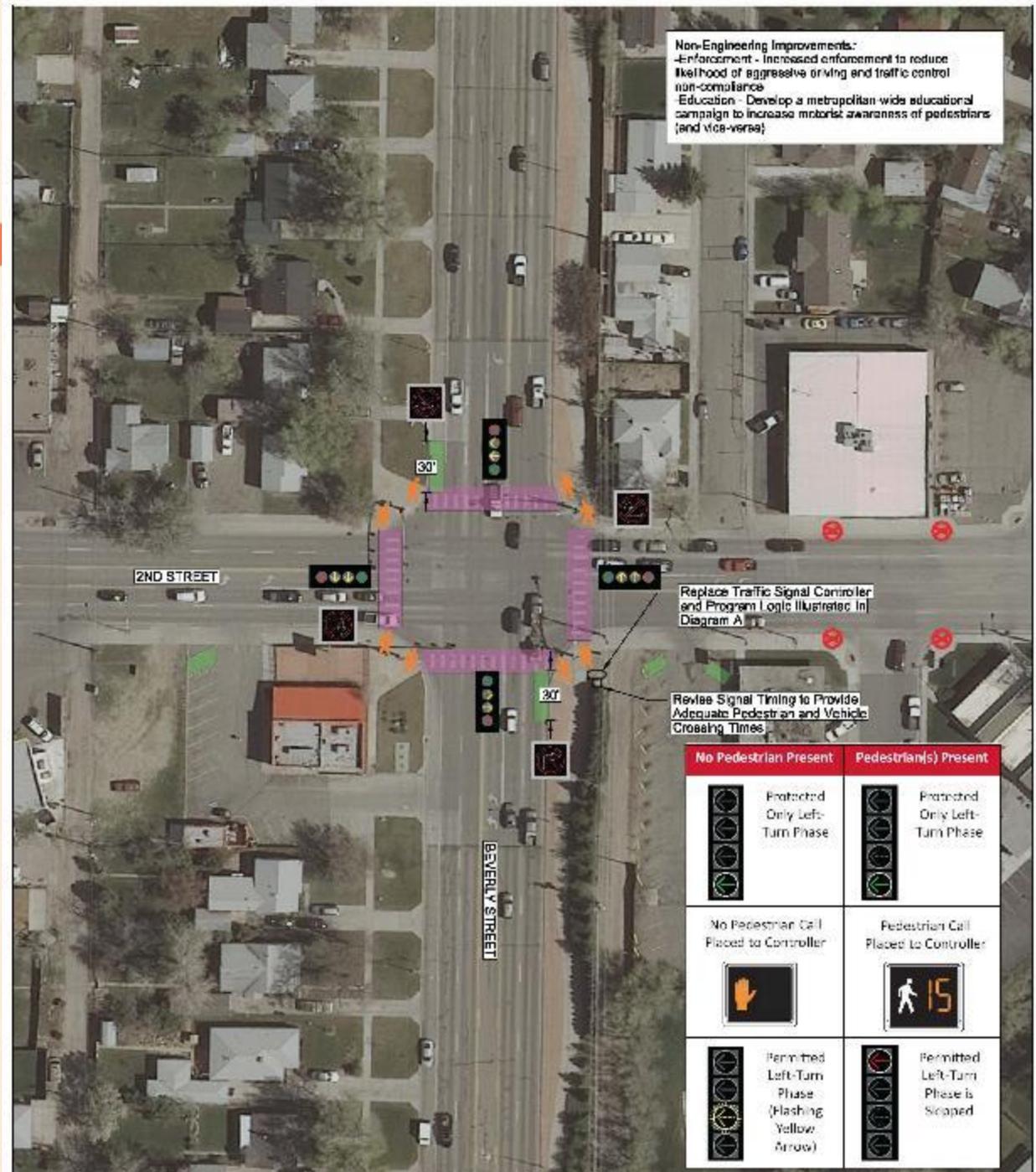
- Safety Specific
- Low-Cost
- Immediate Implementation

Long-Term

- Capacity and Safety
- Traditional and Alternative Designs
- Funding Based Implementation

Short-Term Improvements

- » Signal
 - » Logic
 - » Timing
 - » FYA
 - » No RTOR
- » Enforcement
- » Education
- » Pavement Markings
- » Signage
- » Curb Ramps
- » Parking



Long-Term Improvements



» Traditional Improvements

Improvement Strategy	Optimal Lane Configuration		
	Added Turn-Lanes	Level of Service	Number of Impacted Buildings
Updated Signal Timing Parameters	NBR, SBR, EBR, WBR	D	1
Protected-Only Left-Turn Phasing	NBL, SBL, EBL, WBL, NBR, SBR, EBR, WBR	D	5
Prohibited Right-Turn on Red	NBR, SBR, EBR, WBR	D	1
Exclusive Pedestrian Phase	NBR, SBR, EBR, WBR	F	1

Long-Term Improvement

Benefits

- » Traffic Operations
- » Potential for Future Growth
- » Corridor Progression
- » Angled Crash Reduction
- » Rear-End Crash Reduction
- » Crash Potential At Roundabouts
- » Pedestrian and Bicycle Convenience
- » Access Management
- » Property Impacts

Paths For Left Turns at 2nd Street and Beverly Street



Swept Path of WB-67 Truck
Approximately 0.5% of Vehicle Mix



Swept Path of Single Unit Truck
Approximately 1.5% of Vehicle Mix



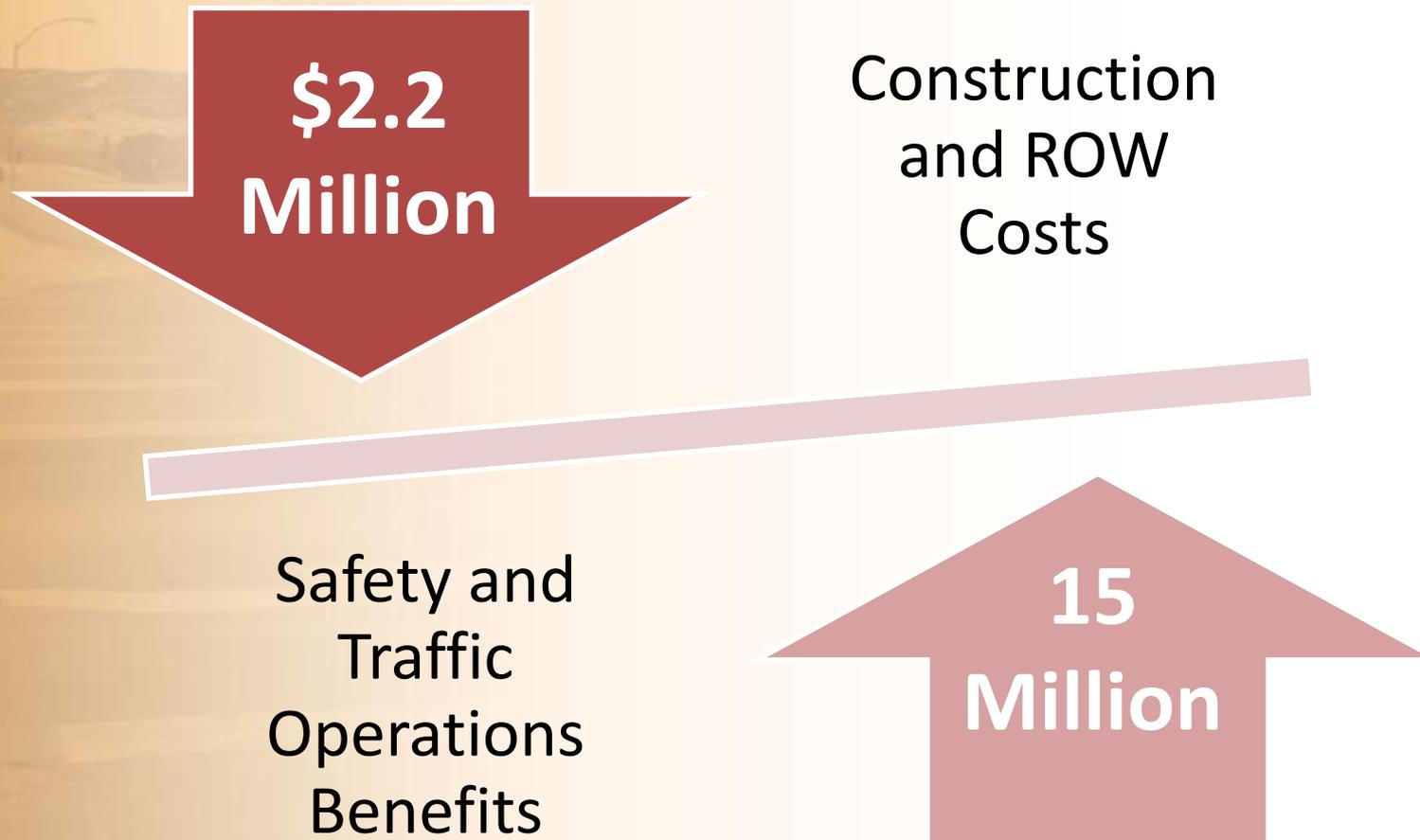
Swept Path of Passenger Car
Approximately 98% of Vehicle Mix



Long-Term Improvement



» Benefit-to-Cost Analysis (2013-2035)



Conclusions

- » Study designed to meet MAP-21 goals
- » Short-term improvements resolve safety concerns immediately
- » Long-term improvements solve congestion and safety concerns without impacting buildings

November 5, 2013

MEMO TO: John C. Patterson, City Manager 

FROM: Andrew Nelson, MPO Supervisor

SUBJECT: 11/12/13 Council Work Session presentation for Casper MPO's 15th and 21st Street Subarea Study and 2nd/Beverly Intersection Study 

Recommendation:

No recommendation. This presentation is for informational purposes only.

Summary:

The Casper Area MPO contracted with Consultants Kadrmas, Lee, and Jackson (KLJ) for two studies during the past year for City of Casper streets. These two projects included an intersection study at 2nd Street and Beverly and a subarea study in the neighborhoods between 15th and 21st streets from Wolcott Street in the west to Waterford in the east. This presentation serves as the conclusion of these studies.

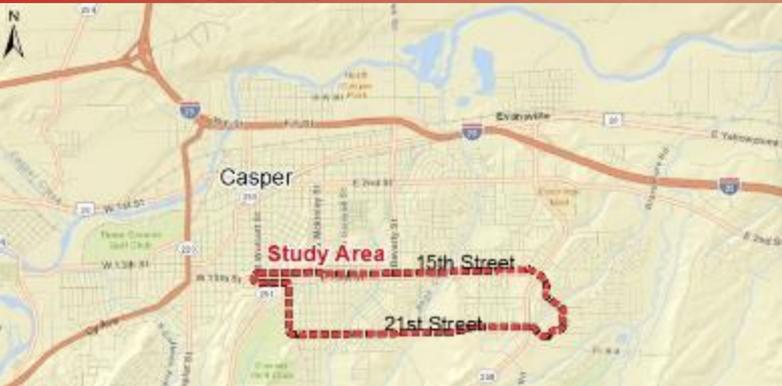
No Council action is required at this presentation. KLJ consultants will be providing a condensed informational summary with short and long term traffic improvements that Council could consider for future construction.

15th and 21st Street Subarea Traffic Study

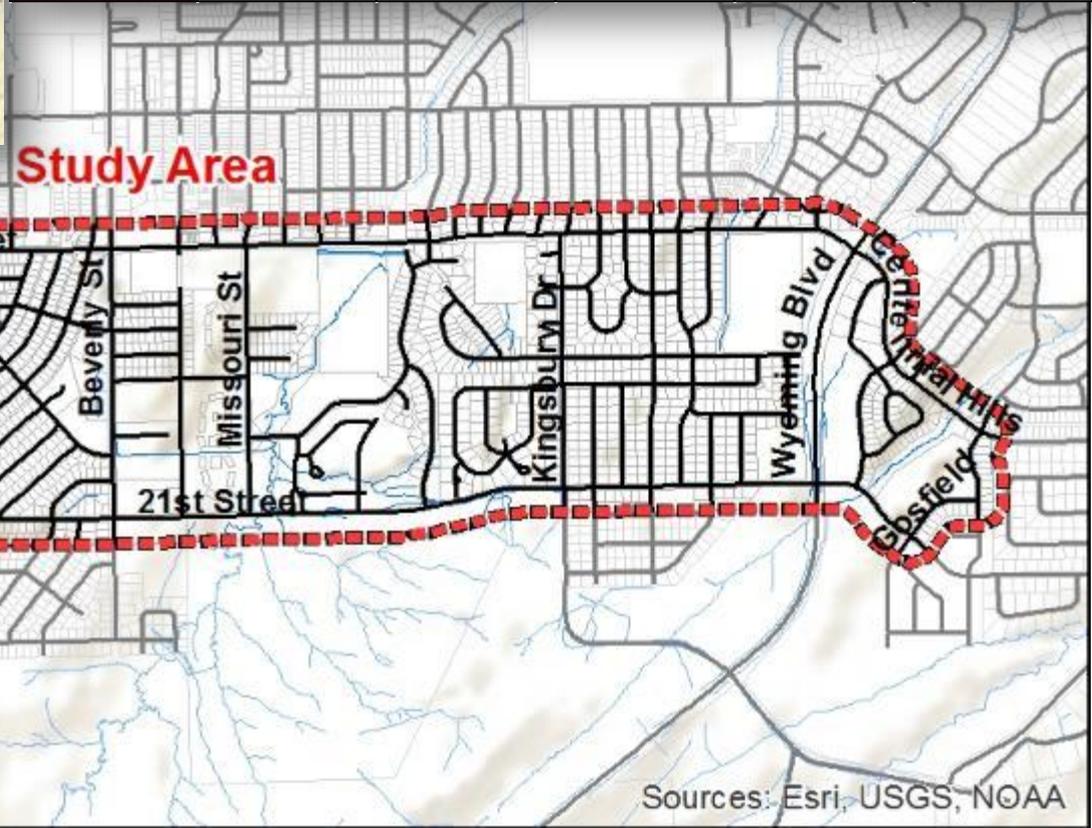


CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
Casper - Mills - Evansville - Ber Nunn - Natrona County

Study Area

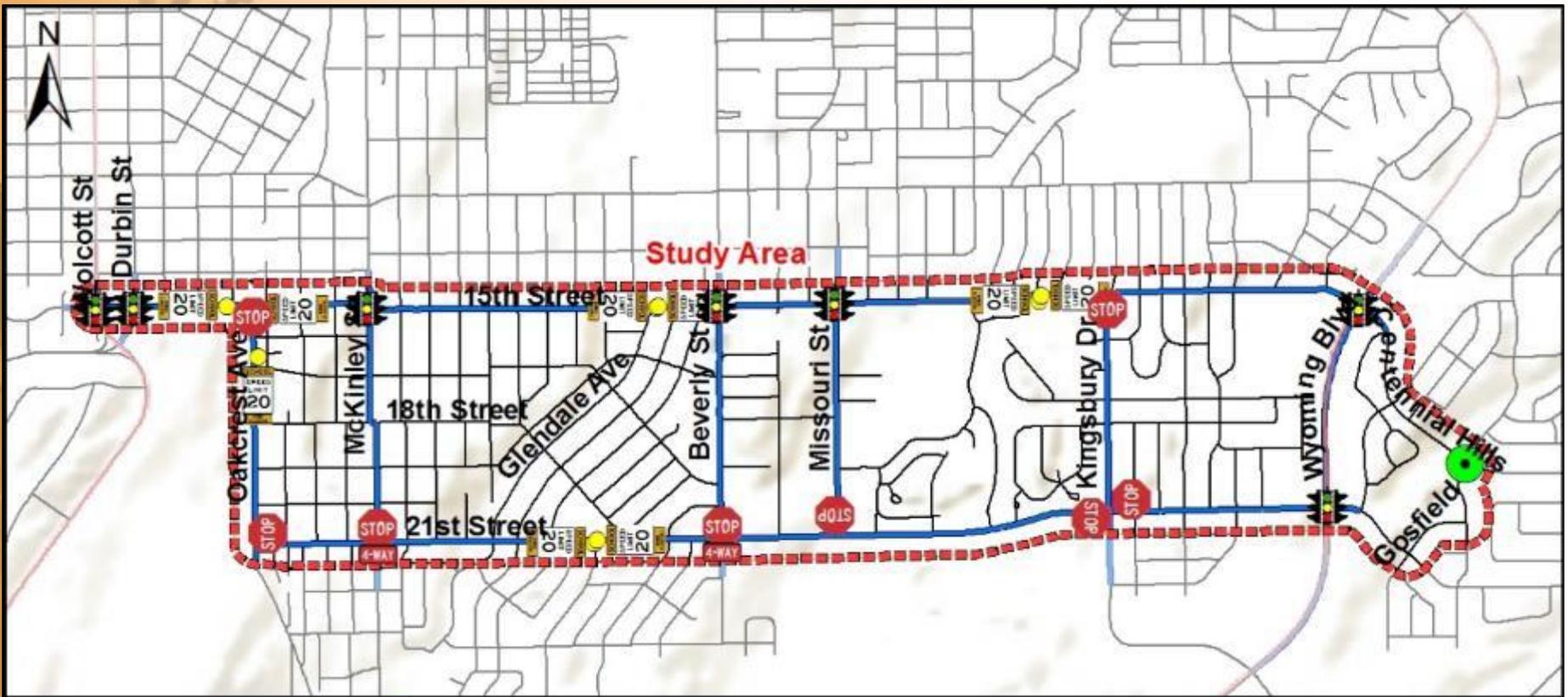


Location	Total Housing Units	Single Family Units	Multi-Family Units	Approx. Population	Pop. Density (people/sq mi)
City of Casper	24,536	19,482	5,054	55,316	2,031
Study Area	5,666	4,736	930	13,599	5,666
Percentage	23%	24%	18%	25%	-



Sources: Esri, USGS, NOAA

Existing Traffic Control



-  Traffic Signal
-  School Zone Flasher
-  Stop Control
-  Roundabout



Source: Casper GIS and site visits

Traffic Forecasts

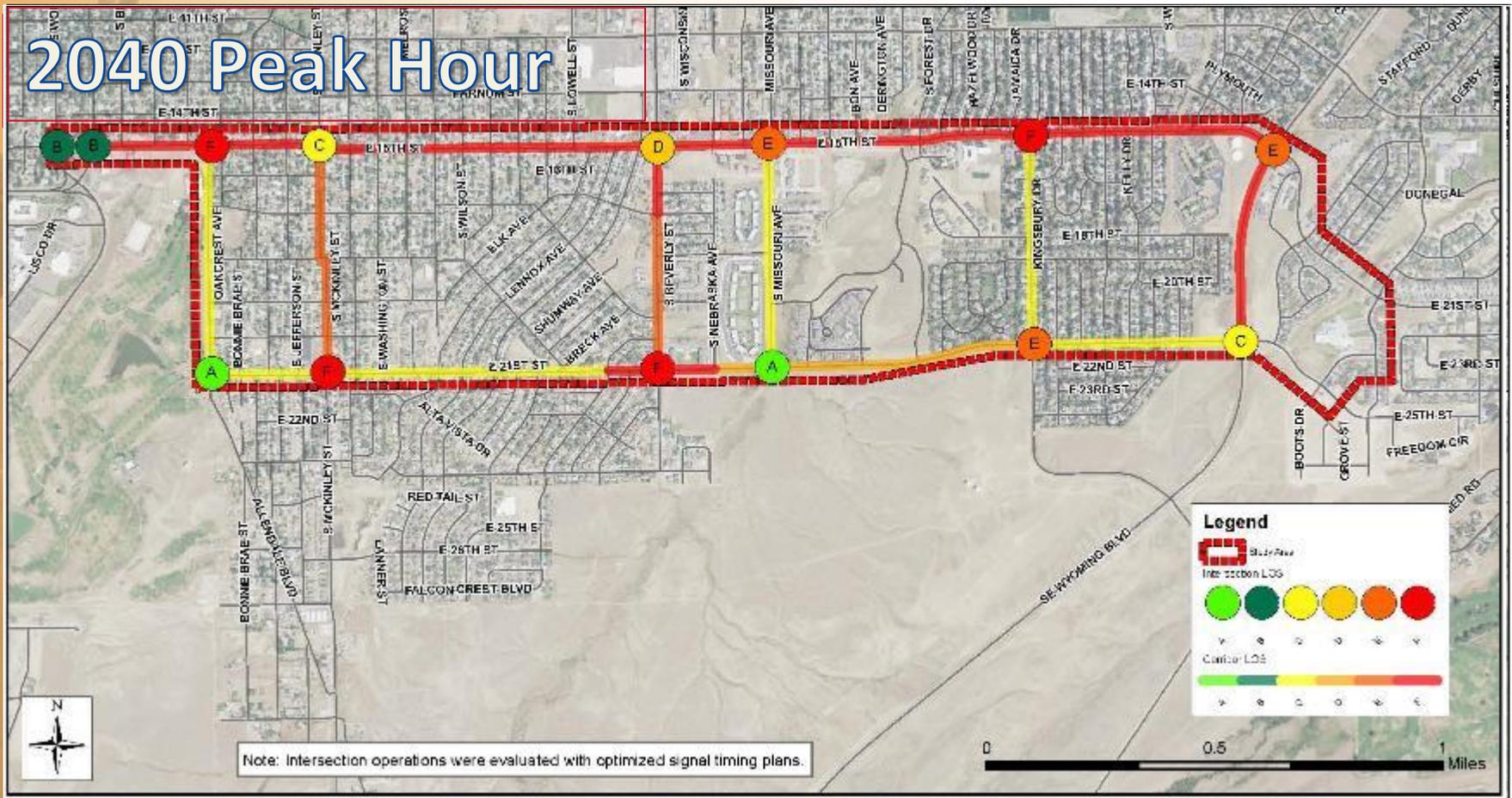


Growth Areas 168 Units Number of New Dwelling Units 0 0.2 0.4 0.8 Miles

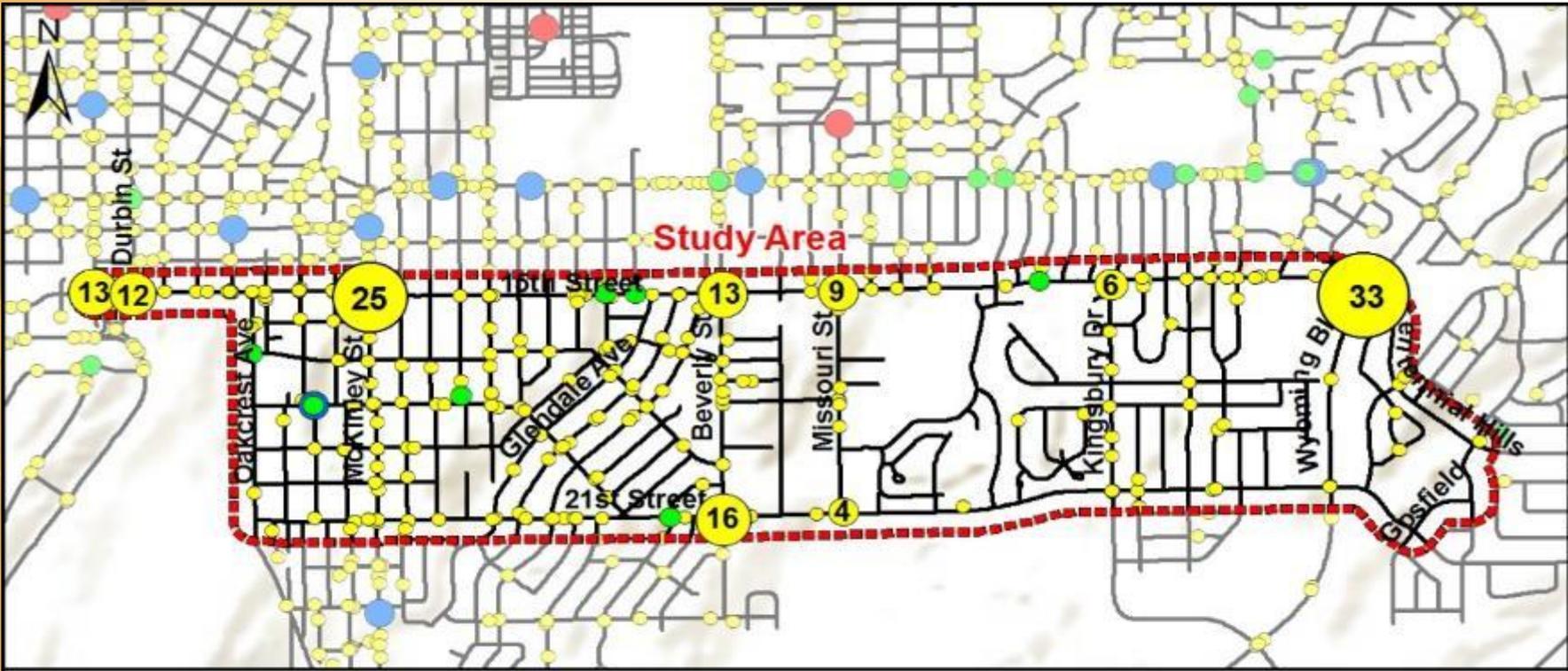
The area is expected to add 1,325 new dwelling units or around 4,600 people in the coming years.

Source: Growth areas identified from site visits, aerial photographs, and parcel data. Not all growth areas are planned to be residential.

Traffic Operations



Crash Data



- 9 Intersection Crashes
- All Crashes
- Bicycle / Pedestrian Crashes
- Fatal Crash
- Severe Injury Crash



Source: All crash data are from WYDOT. Crashes represented occurred between January 1, 2010 and April 30, 2013.

Pedestrian and Bicycle

Sidewalks in Poor Conditions



Deficient/Nonexistent
Curb Ramps



No Sidewalk Buffer



ADA Deficient Sideslopes
and Widths



IMPROVEMENT STRATEGIES

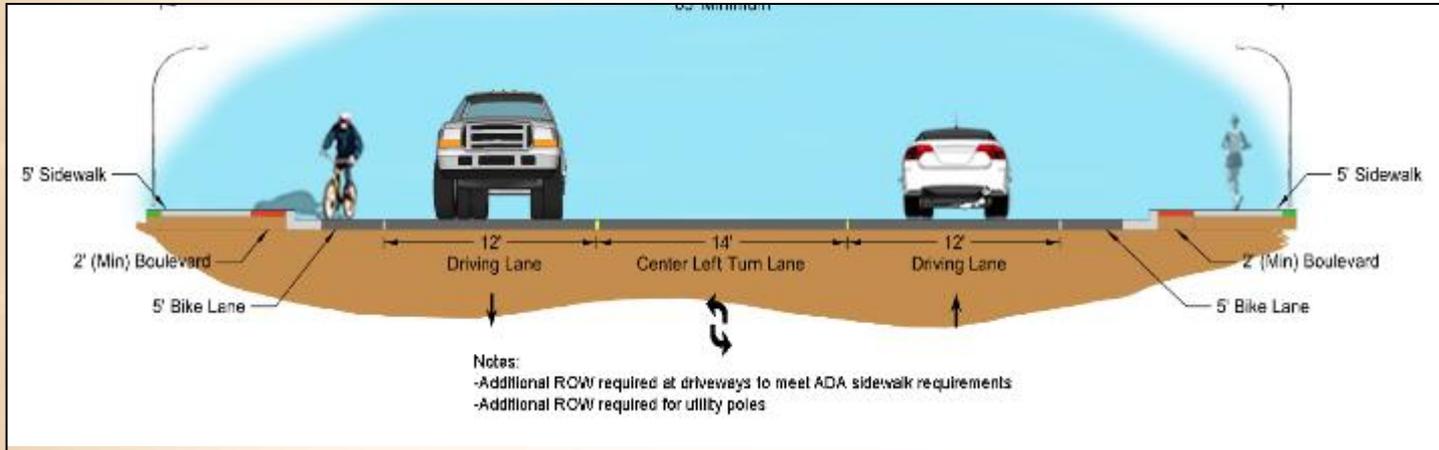
Do Nothing



4 Lanes



3 Lanes + Bike Lanes

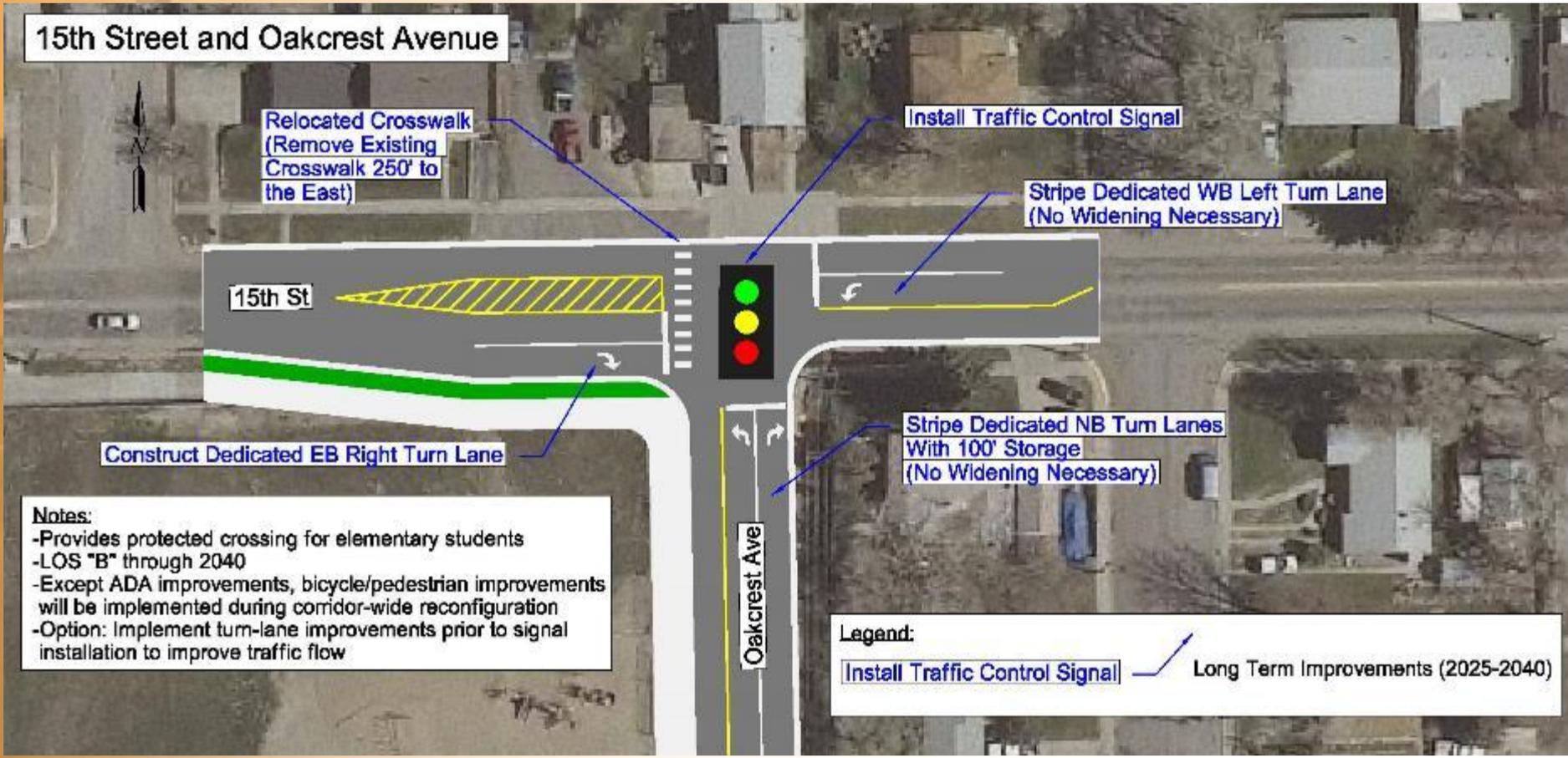


3 Lanes With Bike Lanes

- Capacity Deficiencies Mitigated Via Intersection Spot Improvements
- Corridor Character/Functional Classification is Preserved
 - Travel Demand is Distributed to 12th Street (Arterial)
 - FHWA Urban Arterial Spacing = 0.5-1 Mile
- ADA Sideslope, Width and Ramp Standards Met
- Bicycle Facilities Provided Along Corridor
- Pedestrian Buffer Zone Provided
- Center Left-Turn Lane Reduce Crash Potential (20% & 37% vs. 2 and 4 Lane Sections)

IMPROVEMENT STRATEGIES

15TH St - Oakcrest Ave



IMPROVEMENT STRATEGIES

15TH St - McKinley St



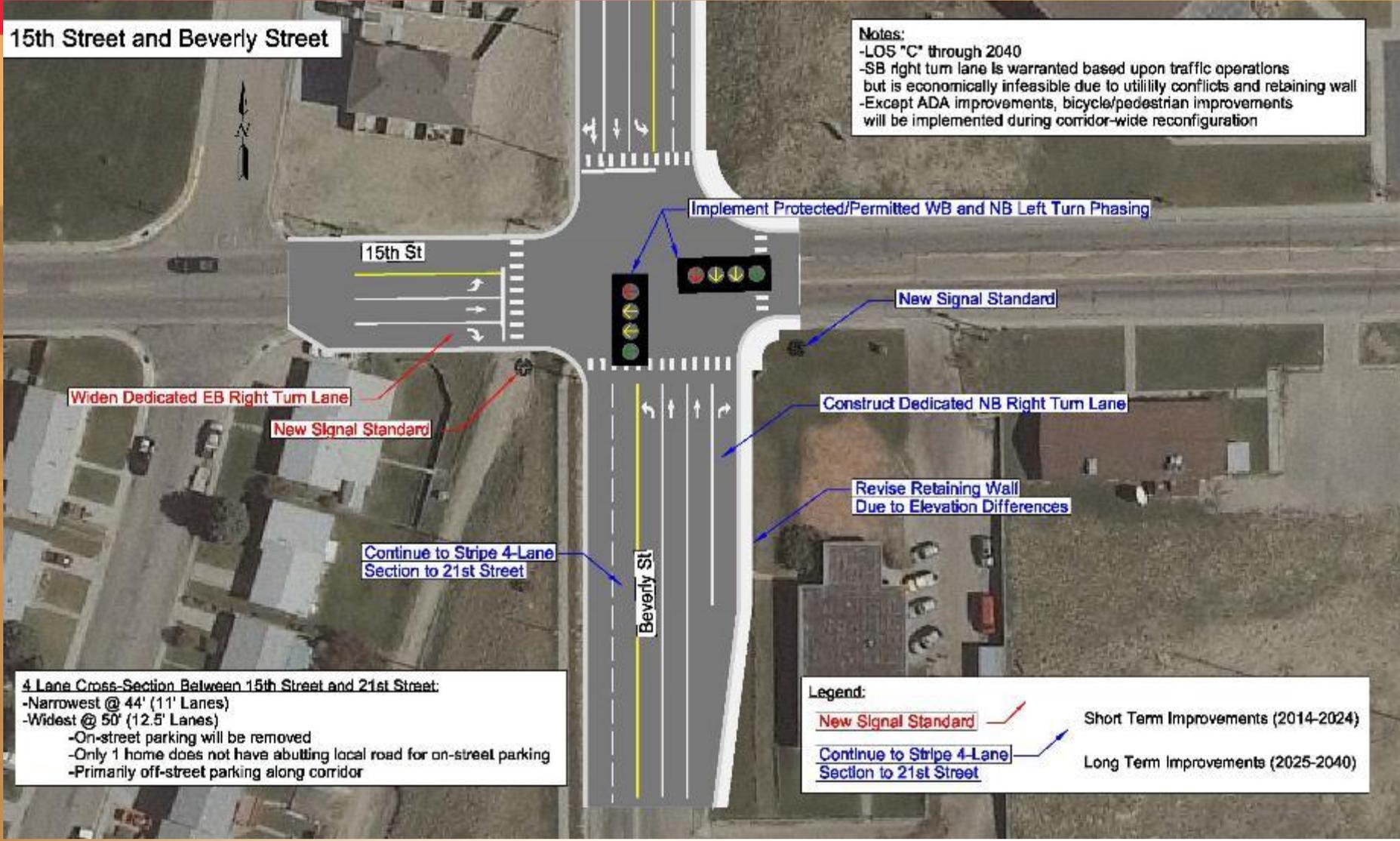
IMPROVEMENT STRATEGIES

15TH St - Beverly St



15th Street and Beverly Street

Notes:
 -LOS "C" through 2040
 -SB right turn lane is warranted based upon traffic operations but is economically infeasible due to utility conflicts and retaining wall
 -Except ADA improvements, bicycle/pedestrian improvements will be implemented during corridor-wide reconfiguration



Widen Dedicated EB Right Turn Lane

New Signal Standard

Continue to Stripe 4-Lane Section to 21st Street

Implement Protected/Permitted WB and NB Left Turn Phasing

New Signal Standard

Construct Dedicated NB Right Turn Lane

Revise Retaining Wall Due to Elevation Differences

4 Lane Cross-Section Between 15th Street and 21st Street:
 -Narrowest @ 44' (11' Lanes)
 -Widest @ 50' (12.5' Lanes)
 -On-street parking will be removed
 -Only 1 home does not have abutting local road for on-street parking
 -Primarily off-street parking along corridor

Legend:
 New Signal Standard (red line) Short Term Improvements (2014-2024)
 Continue to Stripe 4-Lane Section to 21st Street (blue line) Long Term Improvements (2025-2040)

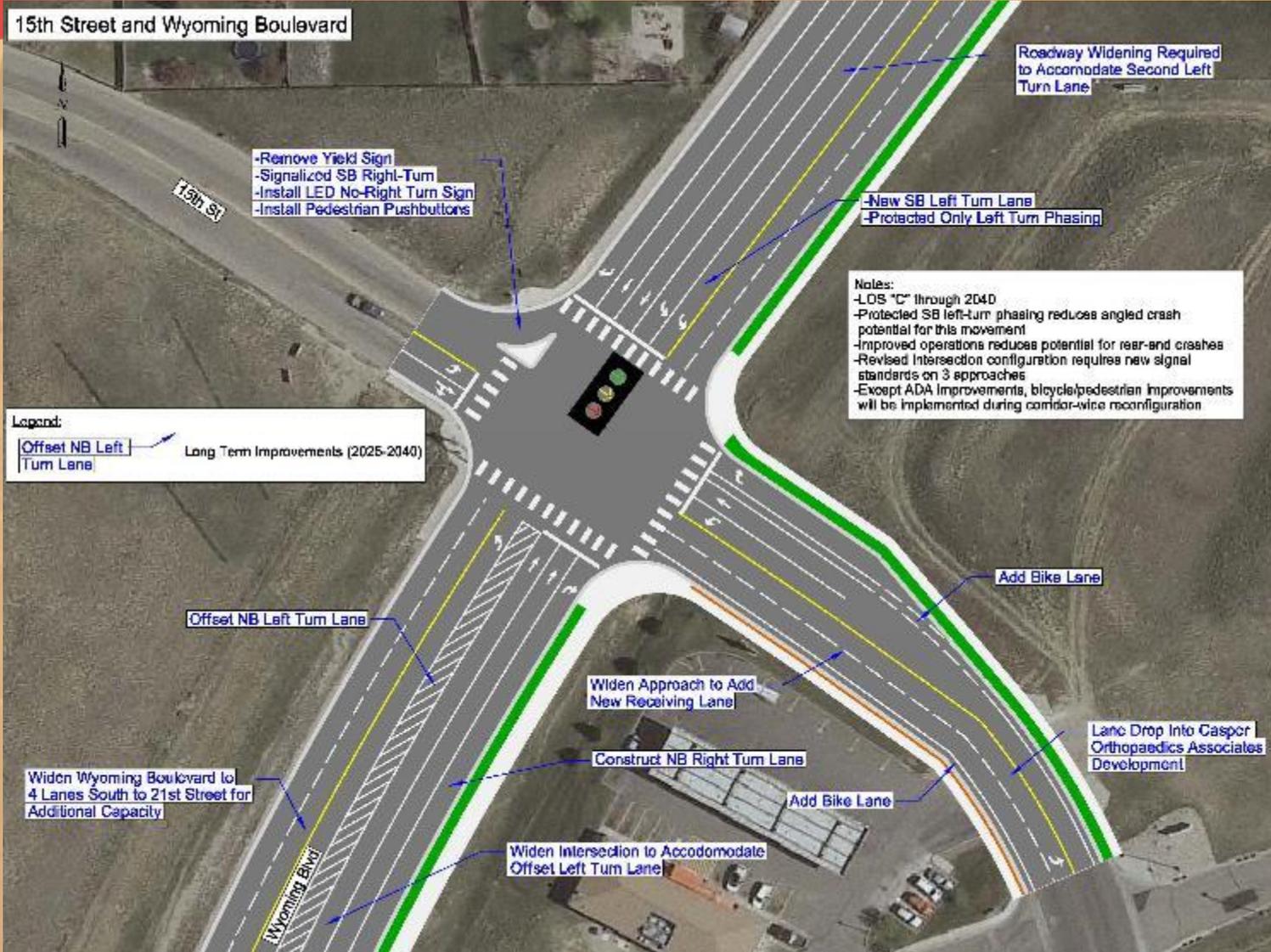
IMPROVEMENT STRATEGIES

15TH St - Kingsbury Dr



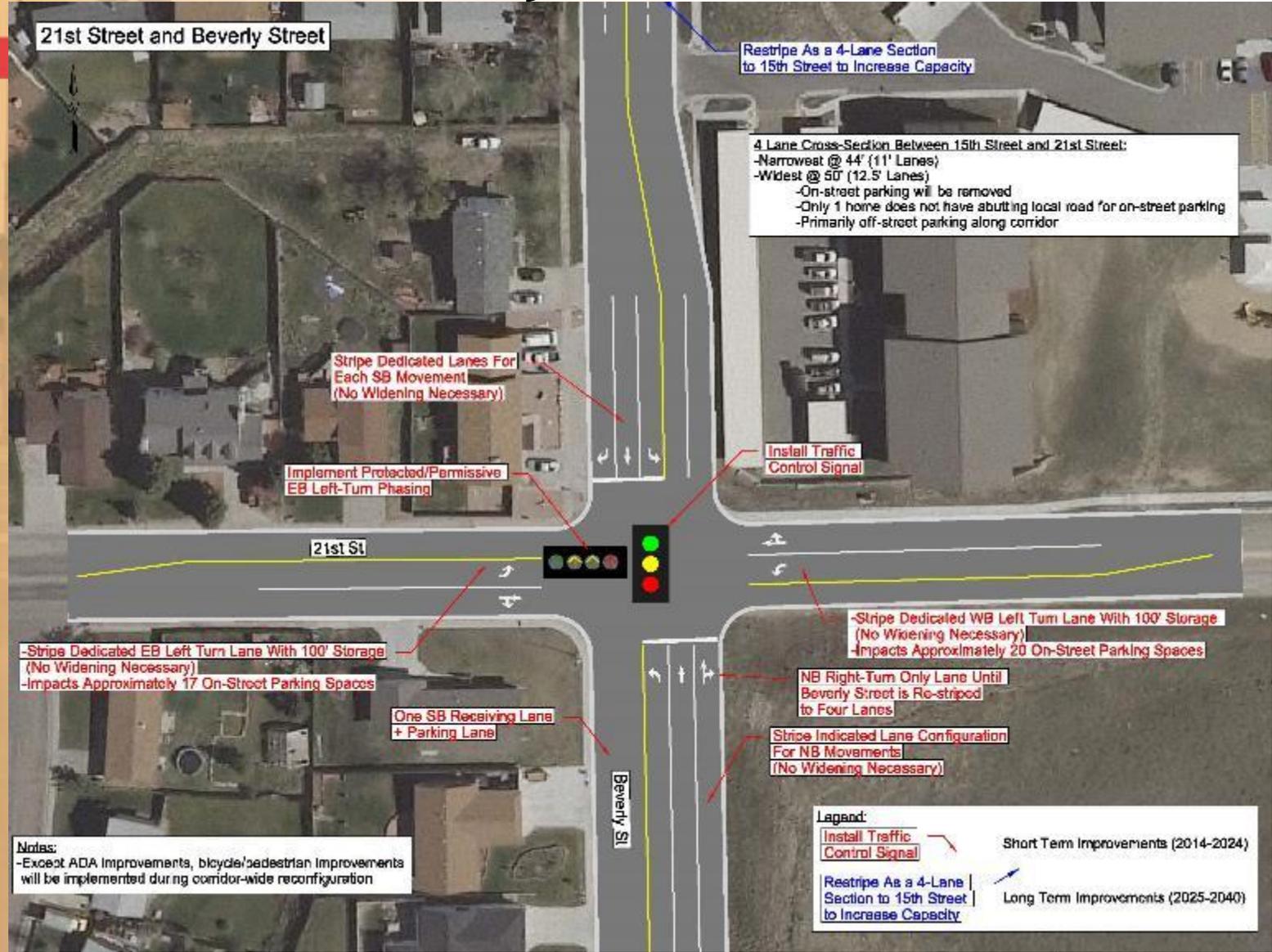
IMPROVEMENT STRATEGIES

15TH St - Wyoming Blvd

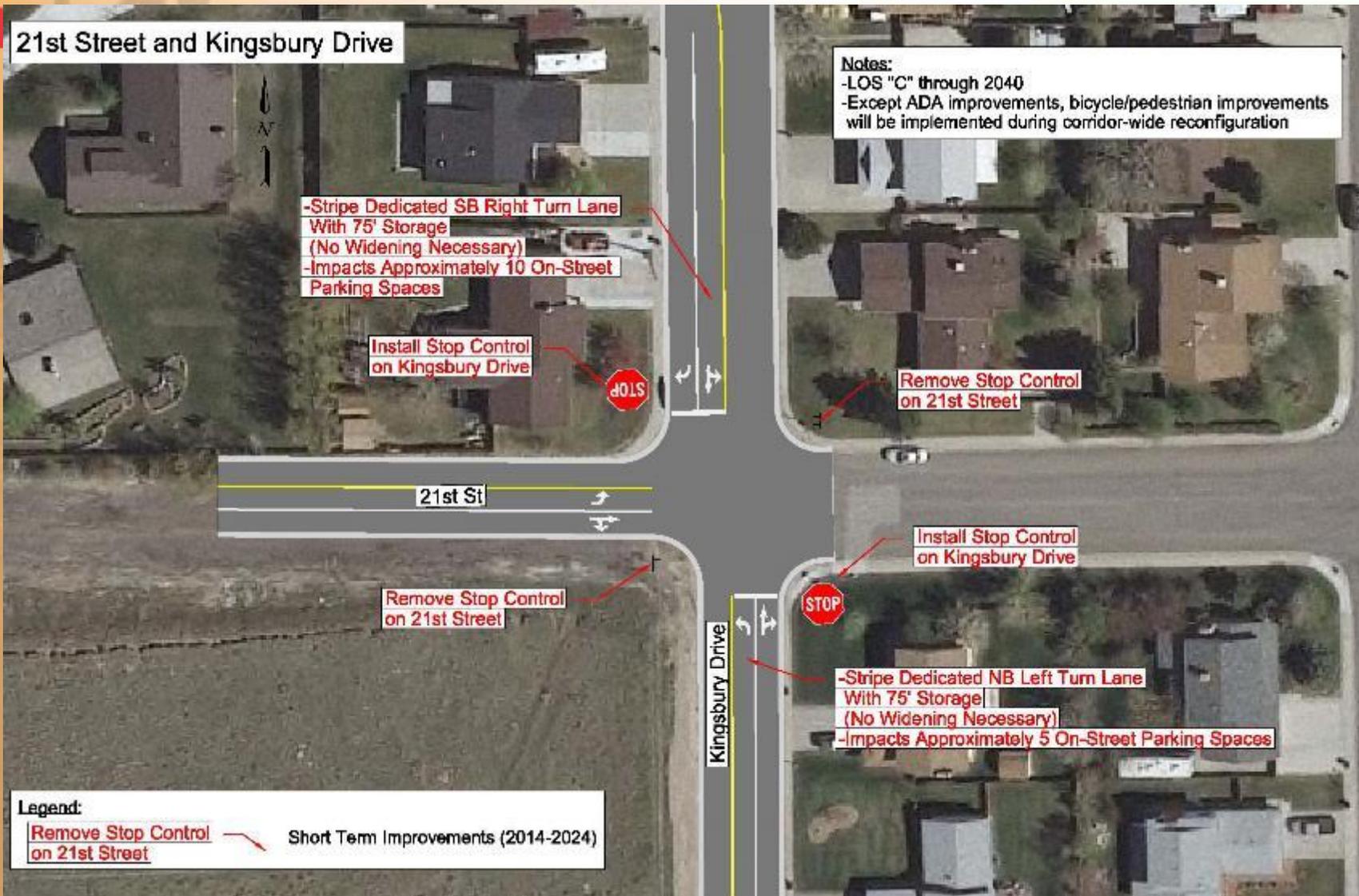


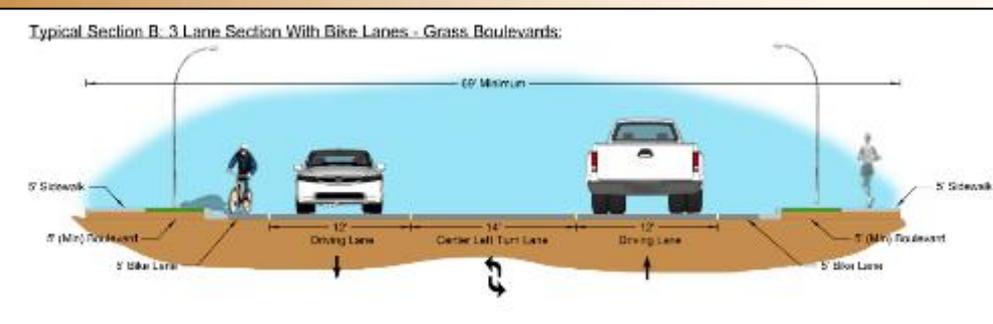
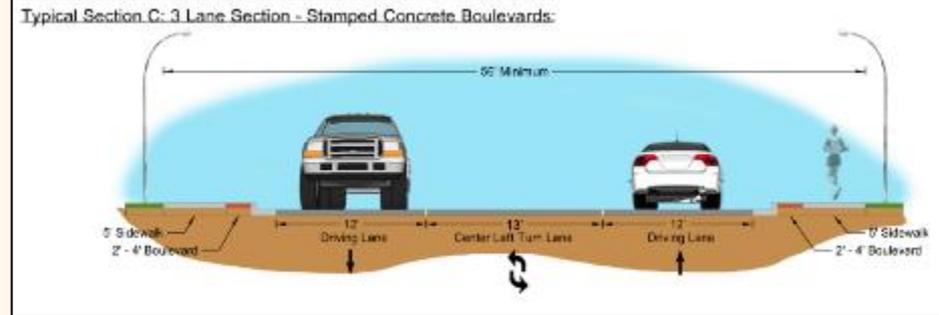
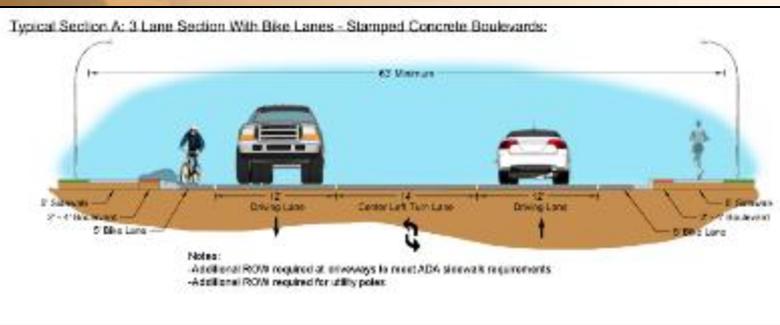
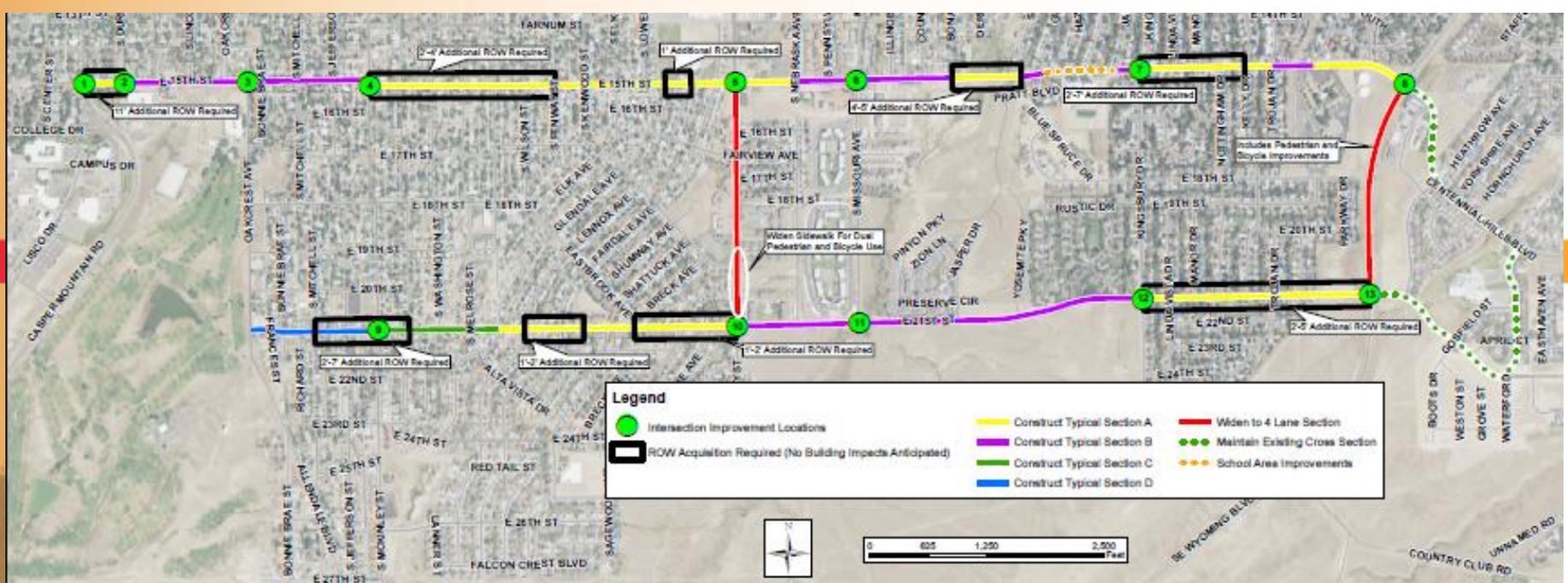
IMPROVEMENT STRATEGIES

21st St - Beverly St



21st St - Kingsbury Dr





IMPROVEMENT STRATEGIES

Costs



Implementation Period	Location	Description	2013 Cost
Short Term (2014 - 2024)	15th St and McKinley St	Intersection Realignment, Driveway and Turn Lane Striping Improvements	\$425,000
	15th St and Kingsbury Dr	Turn Lane Striping Improvement	\$4,000
	15th St and Beverly St	Turn Lane Widening Improvement	\$40,000
	21st St and Beverly St	Traffic Control Signal and Turn Lane Striping Improvements	\$205,000
	21st St and Kingsbury Dr	Stop Sign Reconfiguration and Turn Lane Striping Improvements	\$2,000
	21st St and Missouri Ave	Turn Lane Striping Improvements	\$1,000
		Total	\$677,000
Long Term (2025 - 2040)	15th St and Wolcott St	Turn Lane Striping Improvements and Fiber Optic Interconnect	\$20,000
	15th St and Oakcrest Ave	Traffic Control Signal and Turn Lane Striping Improvements	\$200,000
	15th St and Kingsbury Dr	Traffic Control Signal Installation	\$200,000
	15th St and Wyoming Blvd	Turn Lane Construction	\$250,000
	Wyoming Blvd (15th St - 21st St)	Roadway Widening to 4 Lanes with Pedestrian/Bicycle Facilities	\$3,100,000
	15th St and Beverly St	Signal Phasing and Turn Lane Construction Improvements	\$55,000
	Beverly St (15th St - 21st St)	Corridor Restriping to 4 Lanes (No Widening Required)	\$4,000
	15th St and Missouri Ave	Signal Phasing and Turn Lane Construction Improvements	\$35,000
21st St and McKinley St	Turn Lane Striping Improvements	\$3,000	
		Total	\$3,867,000
Contingent Upon Roadway/Utility Improvement Schedule ¹	A: 15th St (Wolcott St - Oakcrest Ave)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$1,009,000
	B: 15th St (Oakcrest Ave - McKinley St)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$748,000
	C: 15th St (McKinley St - Beverly St)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$2,256,000
	D: 15th St (Beverly St - Missouri Ave)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$745,000
	E: 15th St (Missouri Ave - Kingsbury Dr)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$1,782,000
	F: 15th St (Kingsbury Dr - Wyoming Blvd)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$1,634,000
	H: 21st St (Oakcrest Ave - McKinley St)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$777,000
	I: 21st St (McKinley St - Beverly St)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$2,213,000
	J: 21st St (Beverly St - Missouri Ave)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$753,000
	K: 21st St (Missouri Ave - Kingsbury Dr)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$1,742,000
L: 21st St (Kingsbury Dr - Wyoming Blvd)	Corridor-Wide Capacity, Pedestrian, Bicycle and ADA Improvements	\$1,398,000	
		Total	\$15,057,000

Note: Signal Timing Improvements Not Included Due to Minimal Overall Costs and Potential to Be Completed by Local Staff

¹Represent Full Build-Out Corridor Configuration. Must be Consistent with Planned Capital Improvements on Corridor