

PRE-MEETING AGENDA

**Casper City Council
City Hall, Council Meeting Room
Tuesday, September 17, 2019, 5:30 p.m.**



| | Presentation | Allotted | Beginning Time |
|----|---|-----------------|-----------------------|
| | Distribution of September 3 Executive Session Minutes *Council - please initial by your name on the minutes to indicate your approval* | | |
| 1. | Boys & Girls Club Skate Park | 10 min | 5:30 |
| 2. | Context Sensitive Amenities | 10 min | 5:40 |
| 3. | Agenda Review | 5 min | 5:50 |
| | Approximate Ending Time | | 5:55 |

We are **CASPER**

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

September 10, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Director of Parks and Recreation *TC*
SUBJECT: Amendment No. 4 to Boys and Girls Club Lease

Meeting Type & Date
Council Pre-Meeting
September 17, 2019

Action type
Resolution

Recommendation

That Council adopt, by resolution, an amendment authorizing the release of the Casper Skate Park from the Lease Agreement with the Boys and Girls Club of Central Wyoming.

Summary

On October 1, 2002, the Boys and Girls Club of Central Wyoming entered into a 25 year lease agreement for the land the current facility resides on which is owned by the City of Casper. The Casper Skate Park also resides on the property at this location.

Over the years, the maintenance, liability, and overall ownership of the skate facility has been unclear to different administrations. The Boys and Girls Club and City staff would like to make it unambiguous by writing the property out of their lease so it is clearly the City's responsibility, which it always has been.

The Boys and Girls Club will continue to help us monitor the property and be a valuable partner in the community.

Financial Considerations

None.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Attachments

Resolution
Amendment No. 4 to the Lease Agreement
Survey Information
Map

AMENDMENT NO. 4 OF LEASE AGREEMENT

This Amendment No. 4 of Lease Agreement is entered into this ____ day of _____, 2019, between the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 N. David, Casper, Wyoming 82601, hereinafter referred to as "Lessor," and Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation, 1701 East K Street, Casper, Wyoming 82601, hereinafter referred to as "Lessee," the Lessor and Lessee collectively referred to as the "Parties."

RECITALS

WHEREAS, the Lessor entered into a Lease Agreement, dated October 1, 2002, (the "Lease Agreement"), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys and Girls Clubs of Central Wyoming, Inc.) wherein Lessor leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, the Parties, subsequent to entering into the Lease Agreement, entered into three amendments of the Lease Agreement, the first amendment being an "Amendment of Lease Agreement and Consent to Assignment" entered into on November 4, 2003, hereinafter referred as the "Amendment No. 1"); an "Amendment No. 2 of Lease Agreement" being entered into on March 6, 2012, (hereinafter referred to as Amendment No. 2), and an "Amendment No. 3 of Lease Agreement" being entered into on October 1, 2013, (hereinafter referred to as "Amendment No. 3"), said amendments being incorporated herein at this point as if fully set forth; and,

WHEREAS, Amendment No. 1 (to which a copy of the Lease Agreement was attached) was recorded in the real estate records of Natrona County as Instrument Number 730492 on November 7, 2003, with Amendment No. 2 being recorded in the real estate records of Natrona County as Instrument Number 924222 on March 7, 2012, with Amendment No. 3 being recorded in the real estate records of Natrona County as Instrument Number 959882 on October 2, 2013; and,

WHEREAS, the Boys and Girls Clubs of Central Wyoming, Inc., has, with the consent of the Lessor, assigned all of its right, title and interest in and to the Lease Agreement as amended to the Boys and Girls Clubs of Central Wyoming Endowment Foundation, Inc., which is now the current Lessee under the Lease Agreement as amended; and,

WHEREAS, the Parties desire to amend the Lease Agreement (as previously amended) by removing the portion of the leased property that is currently used as a skateboard park.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises and covenants 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. LEGAL DESCRIPTION AMENDMENT

The Parties now hereby amend Article I of the Lease Agreement as previously amended, to substitute the following legal description for the legal description set forth therein to define the real property being leased by the Lessee:

LOT 1 OF THE FIELD OF DREAMS ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING; EXCEPTING THEREFROM THE PORTION OF LOT 1 THAT IS CURRENTLY USED AS A CITY OF CASPER SKATEBOARD PARK AND THAT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE A PART OF THIS AMENDMENT NO. 4.

Said parcel being subject to any and all reservations, easements and rights of way, or servitudes of record or as may otherwise exist.

ARTICLE III: RATIFICATION OF LEASE AGREEMENT AS PREVIOUSLY AMENDED

The Parties hereby ratify the Lease Agreement, dated October 1, 2002, as previously amended and as further amended hereby. All other terms and conditions of the Lease Agreement as previously amended, not otherwise amended hereby shall remain unchanged and shall remain in full force and effect between the Parties.

This Amendment No. 4 of Lease Agreement shall be recorded in the real estate records of Natrona County, Wyoming.

ARTICLE V: MISCELLANEOUS PROVISIONS

Each party executing this Agreement hereby states that they have the requisite authority on behalf of their respective principals to bind their principals to each and every term of this Agreement.

This Agreement constitutes 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.

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

The Lessor 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 Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 of Lease Agreement on the date first above written.

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

BOYS AND GIRLS CLUBS OF
CENTRAL WYOMING ENDOWMENT
FOUNDATION, INC.
A Wyoming Non-Profit Corporation

Printed Name: _____

Printed Name: _____

Title: _____

President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2019, by Charles Powell as Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____, President of the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc., a Wyoming non-profit corporation.

Notary Public

My commission expires: _____



**EXHIBIT "A"
CITY OF CASPER
SKATEBOARD PARK**

A parcel of land situate within a portion of Lot 1, Field of Dreams Addition to the City of Casper, Wyoming, within the SW¼NE¼ of Section 3, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of said Lot 1, monumented by an aluminum cap and being the Point of Beginning;

Thence N89°56'51"W, along the south line of said Lot 1, a distance of 52.12 feet, to an angle point;

Thence N45°09'34"W, a distance of 53.46 feet to an angle point;

Thence N89°54'12"W, a distance of 100.35 feet to the southwest corner of the parcel;

Thence N00°07'45"W, a distance of 131.73 feet to the northwest corner of the parcel;

Thence N89°19'11"E, a distance of 181.26 feet to a point of curvature;

Thence along a non-tangent curve to the right having a radius of 15.00 feet, through a central angle of 44°49'44", a distance of 11.74 feet, having a chord bearing of S68°05'48"E, a distance of 11.44 feet to the end of curve, also being the northwest corner of the All American Center Addition;

Thence S00°24'19"W, along the east line of said Lot 1 and the west line of said All American Center Addition, a distance of 167.53 to the Point of Beginning.

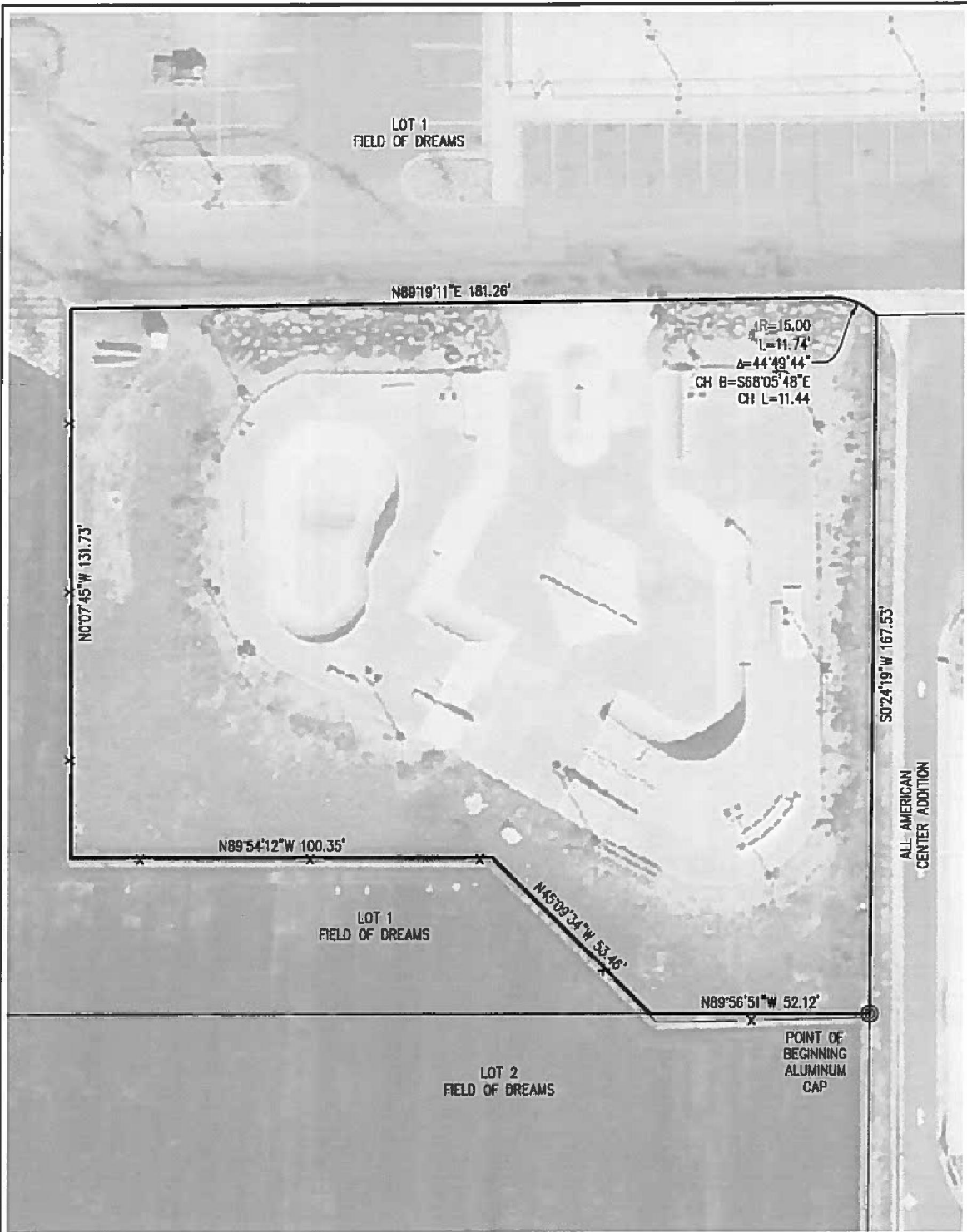
The above described strip of land contains 0.65 acres, (28,106.55 S.F.), more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

Bearing Basis: Wyoming State Plane Coordinate System – East Central Zone.

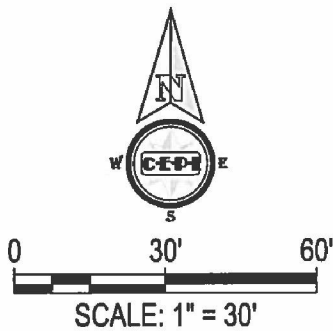
I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in June, 2019, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



M:\Lund 2019\Surveying\19-171 Skateboard Park\SKATEBOARD PARK.dwg, 6/26/2019, Bill



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT B
SKATEBOARD PARK
 Lot 1, Field of Dreams Addition
 City of Casper, Wyoming
 June, 2019
 W.O. 18-171

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER
AND THE BOYS AND GIRLS CLUB OF CENTRAL
WYOMING.

WHEREAS, the City of Casper entered into a Lease Agreement, dated October 1, 2002, (the "Lease Agreement"), with the Boys and Girls Clubs of Central Wyoming as the original Lessee therein (later amended to the Boys & Girls Clubs of Central Wyoming Endowment Foundation, Inc.), wherein Lessor leased to said Lessee a tract of land as described therein for an initial term of twenty-five (25) years; and,

WHEREAS, the parties, subsequently executed and recorded three Amendments to the Lease Agreement; and

WHEREAS, the parties desire to further amend the Lease Agreement (as previously amended) by removing from the Lease Agreement that the portion of the leased property that is currently used as a skateboard park.

WHEREAS, the City of Casper will obtain all rights to, and liability for costs associated with the area currently used as a skateboard park.

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, Amendment No. 4 to the Lease Agreement between the City of Casper, Wyoming, and the Boys & Girls Club of Central Wyoming Endowment Foundation, Inc., under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

September 11, 2019

Mr. Chad Aagard, P.E.
Resident Engineer
Wyoming Department of Transportation
900 Bryan Stock Trail
Casper, Wyoming 82601

Re: WYDOT Project N212121, Casper Streets, Poplar St. & West 1st St., Natrona County

Dear Mr. Aagard:

Thank you for meeting with me the other day to discuss the City of Casper's desired enhancements for the Poplar Street and West 1st Street reconstruction project. From previous discussions with you, it is understood that WYDOT is planning on constructing a 10-ft pedestrian sidewalk on the upstream side of the bridge, with a 5-ft. walk on the downstream side. Casper City Council would like to see a 10-ft walk on both sides of the bridge deck and understands that the additional cost of approximately \$426,250 will be the responsibility of the City.

Additionally, City Council has agreed to accept a donation from the Platte River Trails Trust of up to \$100,000 to install two 'bulb-outs' on the bridge. The intent for these bulb-outs is to mimic those installed on the Robertson Road bridge over the North Platte River. The City has estimated these bulb-outs to cost \$45,000 each.

Connections to the Poplar Street corridor from adjacent pathways are a priority for the community and Council. Thank you for making the connections on both the north and south sides of the bridge to the pathways to the west. Thank you for also extending a 10-ft wide sidewalk along the eastside of the project from 1st Street to West Yellowstone Highway. Council would also like to see a connection north of the bridge to the pathway to the east. It is understood that the cost for this connection will be the City's responsibility and will likely cost \$75,000.

As with the bridge over the railroad tracks north of this project, decorative lighting is desired to be installed along the bridge over the North Platte River. The City will contract with a consultant for design of these improvements, but asks that the railing be reduced in height from that over the railroad tracks to more of a pedestrian scale, similar in height to the railing on Robertson Road bridge. The City has estimated the cost for this lighting to be \$125,000.

Mr. Chad Aagard
September 11, 2019
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The City understands that WYDOT will undertake the design for widening the sidewalk on the bridge, installation of the bulb-outs, and for the connection north of the bridge to the pathway to the east. Please let me know if you have any questions concerning the proposed work. The City of Casper looks forward to working with you on this project.

Sincerely,

Andrew Beamer, P.E.
Public Services Director

cc: J. Carter Napier, City Manager