

COUNCIL WORK SESSION
Tuesday, November 10, 2015, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. Recycling Presentation by Summit/Centennial Lego Robotics Club
2. DDA Development Plan and MOU
3. Amendment to Alcohol Demerit Point System
4. Developer Forum Ideas
5. Future Agenda Review
6. Council Around the Table
7. Executive Session - Property

- 1 **Recycling in Casper : We Need to do our Part**
- 2 **How Does Casper Compare?**
 - ▶ There is only a 7% diversion rate in Casper
 - ▶ The state average diversion rate is 16.4%
 - ▶ The National Diversion rate is 35%
 - ▶ San Francisco's diversion rate is 80%
- 3 **Issues with Recycling**
 - ▶ People Don't recycle enough.
 - ▶ People Need to be more educated.
 - ▶ We have to Drive somewhere.
- 4 **Issues with Recycling**
 - ▶ If things are not sorted they send the bin to the land fill.
 - ▶ If too many #2 plastics are mixed in the #1 bin they don't sort it is sent to the land fill
 - ▶ In Casper Hunters have put carcasses in the cardboard bins and contaminated the whole bin.
 - ▶ You have to have someone to buy or take the recycled resources.
 - ▶ In Casper the cost to send things to buyers or places that will accept it will become cost prohibitive such as glass.
- 5 **Survey.**
 - We surveyed 150 people in Casper, Mills, Evansville, Bar Nunn and Glenrock.
 - 85% of those surveyed were from Casper.
- 6 **Of those surveyed.**
 - The percent of people that do recycle are 42.75%, people that don't recycle are 22.06%, people that sometimes recycle was 33.79%.

➤ Although 42% of people recycle, our landfill diversion rate is still only 7%.

7 **How often you recycle**

- 17.24% percent of people recycle daily
- 12.41% people recycle weekly
- 26.89% recycling monthly
- 27.58% people were not sure how often they recycled.

8 **What materials that people recycle**

- ▶ The most recycled material in Casper is aluminum at 19.8%. This is probably a commonly recycled item because people get paid for recycling it.
- ▶ The second most recycled material is paper at 16.2%.

9 **Why do you recycle**

- ▶ 24.6% People choose to recycle mostly because recycling reduces landfills.

10 **Comments on Why People Recycle**

- ▶ “If we create the trash then it is our responsibility to dispose of it properly.”
- ▶ “We are a throw away society, but I play my part in not contributing to this mentality.”
- ▶ “It would seem like a waste not to recycle.”

11 **Curbside Bins**

- 84.7% people said that they do want curbside bins
- 60% they would pay fees of (5-10) dollars in there water bill
- One person commented “Provide bins we are so far behind time!”

12 **Recycling needs to be easier**

- 13 **Peoples feelings on how recycling is handled**
- About 56% of people are not happy with the way recycling is handled in Casper.
 - Someone commented, “ Recycle everything. Do not exclude certain numbers of plastic, actually recycle glass and just not use it as a deterrent for scavengers at the landfill.
- 14 **What Casper can do to make recycling easier**
- 15 **People need educated more**
- According to this graph, people indicated that others need to be more educated about recycling.
- 16 **What people think can be recycled**
- ▶ We had relatively high numbers for People knowing that Newspaper, Phone books, glass bottles, batteries, Aluminum cans and Cardboard could be recycled.
 - ▶ Around half those surveyed knew Clothes, Napkins, and Food Scraps could be recycled.
 - ▶ Clothes can be recycled at the Salvation army thrift store or Goodwill.
 - ▶ The Clothes they don't resell are bundled and sent to Africa.
 - ▶ However only about a third of those surveyed knew CD's/ DVD's, Styrofoam, Tetra Packs Chip bags and Hazardous waste could be recycled.
 - ▶ In Casper we can recycle Hazardous waste but not any of the other items.
- 17 **Recommendations**
- ▶ Make recycling easier
 - ▶ Mandate recycling and impose fines on those that don't
 - ▶ Form Contracts to take recyclables
 - ▶ Create Education Program

18 **Make Recycling Easier**

- ▶ Provide Single stream curbside bins
 - ▶ Roll out as a pilot program to 1500 or so residents
 - ▶ Hire Employee's and sort these by hand
 - ▶ Build a single stream sort facility
 - ▶ Charge a fee in the water bill to help offset cost
- ▶ Neighborhood bins
 - ▶ Currently there are 3 places that you can recycle.
 - ▶ Add more places to recycle.

19 **Single stream curbside bins**

1 Pros

- 2 ▶ Will make more jobs available
 - ▶ This will divert things from landfill.
 - ▶ Make this easier for residents.

3 Cons

- 4 ▶ Cause more work for employee's
 - ▶ Cost more money
 - ▶ Often glass gets discarded anyway.

20 **Neighborhood Bins**

1 Pros

- 2 ▶ Less work for employee's.
 - ▶ Have more bins for people to sort things themselves.
 - ▶ This will divert things from landfill.

3 Cons

- 4 ▶ Have to have more places to put bins.
 - ▶ Not as convenient.

21 **Why is SF's Recycle program successful with a 80% diversion rate**

- ▶ They have city mandated recycle program
- ▶ They have three bins system
 - ▶ Black bin land fill
 - ▶ Green Compost
 - ▶ Blue single stream recycleables.
 - ▶ Glass
 - ▶ Aluminum
 - ▶ Paper
- ▶ They educate the public of what needs to go where.

22 **Thank you!**

Restaurant Recycling: Do you do your part?

QuickTime™ and a
decompressor
are needed to see this picture.

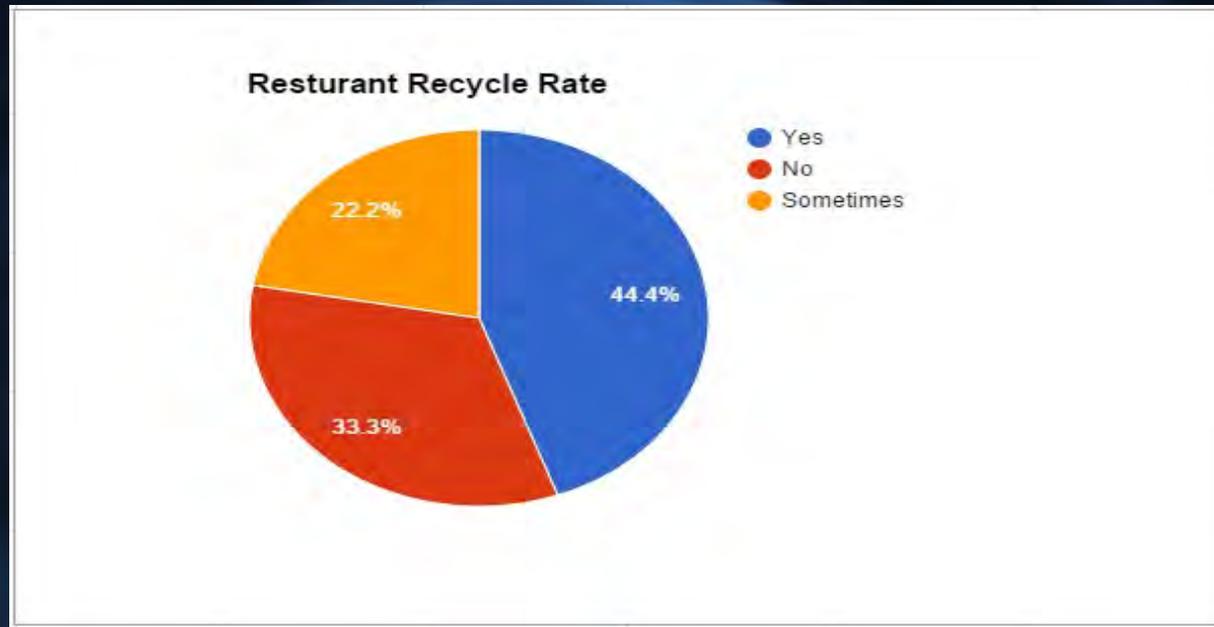
The Problem

- ✧ Restaurants don't use recyclable items.
- ✧ Only about half of the restaurants in our town recycle, of the ones we asked.
- ✧ Of those restaurants only certain things are recycled.
- ✧ Most people don't have enough knowledge about recycling because we don't educate them.

Casper Recycle and Compost Rates

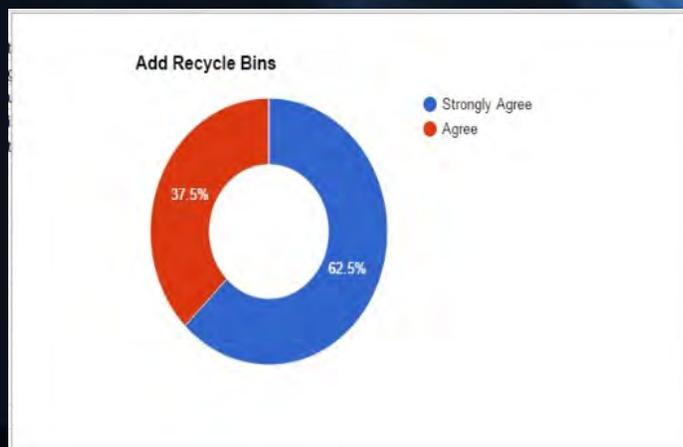
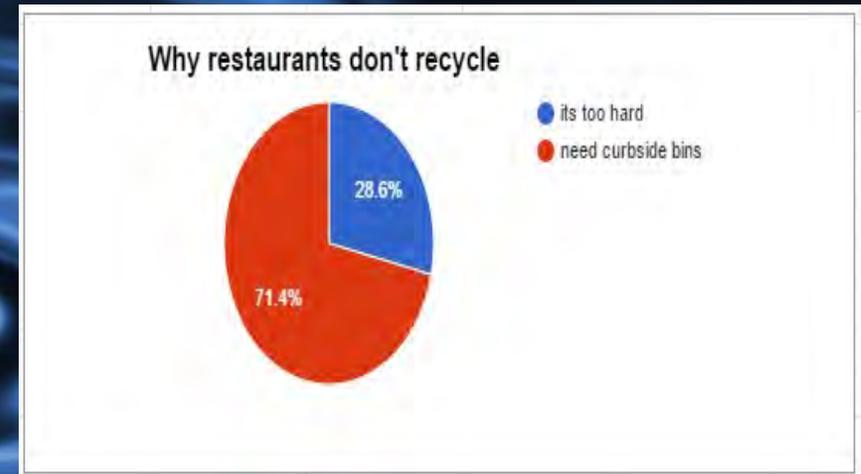
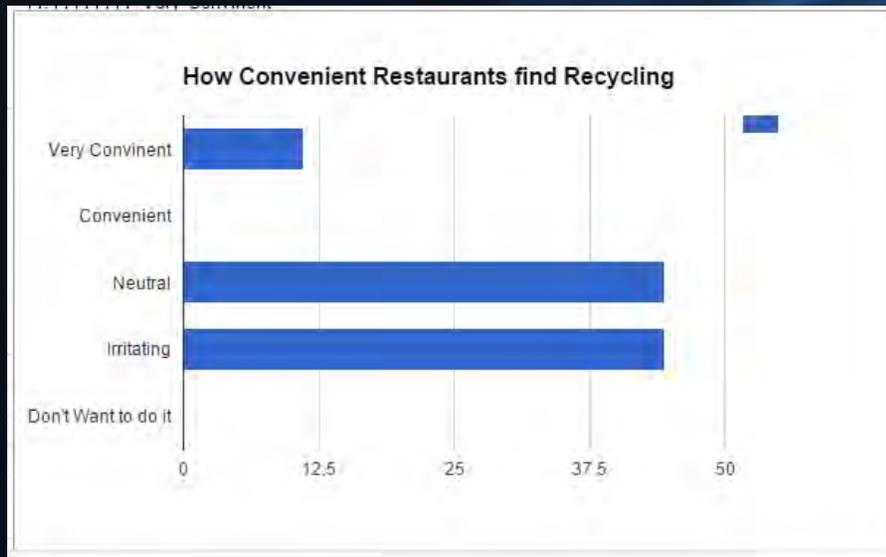
- ✧ The recycle rate in Casper is 7%
- ✧ The recycle rate in Wyoming is about 20%
- ✧ The recycle rate in the United States is about 35%
- ✧ San Francisco has the highest recycle rate in the U.S.A at 80%
- ✧ The compost rate in Casper is 4%
- ✧ The compost rate in Wyoming is 10%
- ✧ The compost rate in the United States is about 10%
- ✧ The compost rate for San Francisco is 23%

Does your restaurant recycle?



2/3 of restaurants at least recycle sometimes, but 1/3 don't recycle at all!

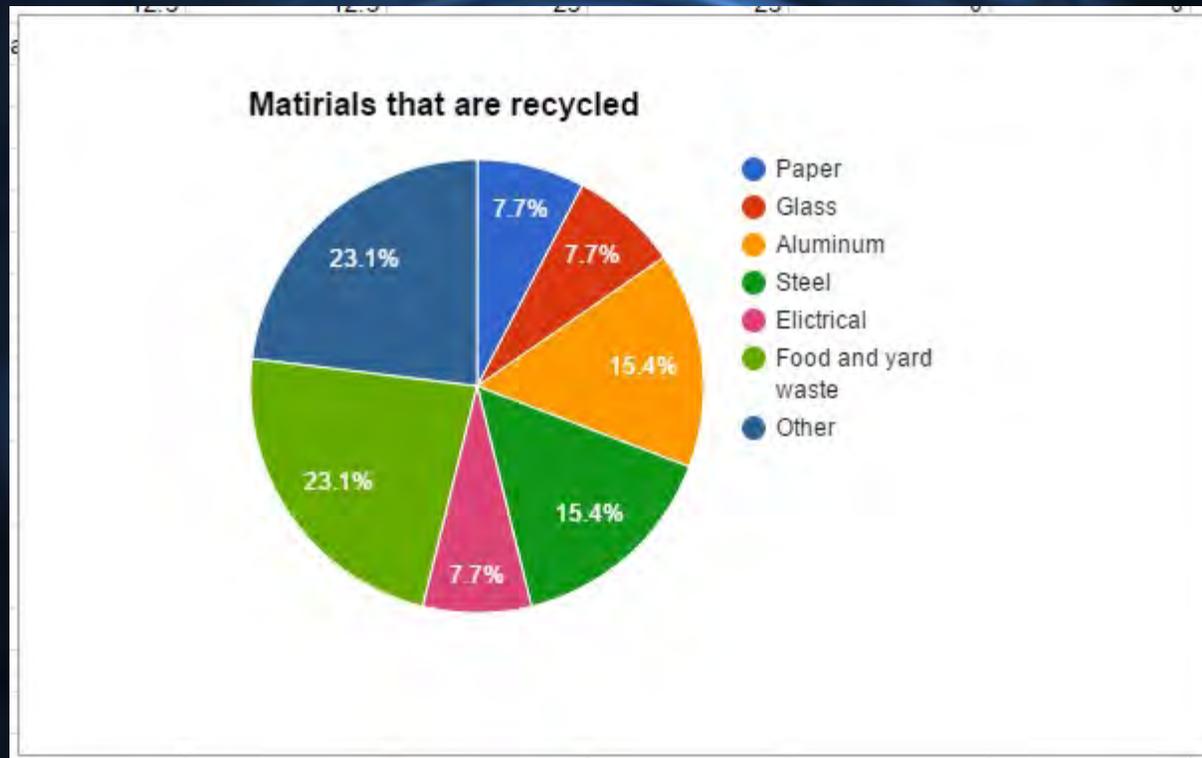
Is recycling convenient to you?



Recycling in a restaurant can be as easy as 3 bins for all of your waste! See, even this restaurant does it!



What does your restaurant recycle?



Residential recycling



✧ 8.4% of people recycle food and yard waste.

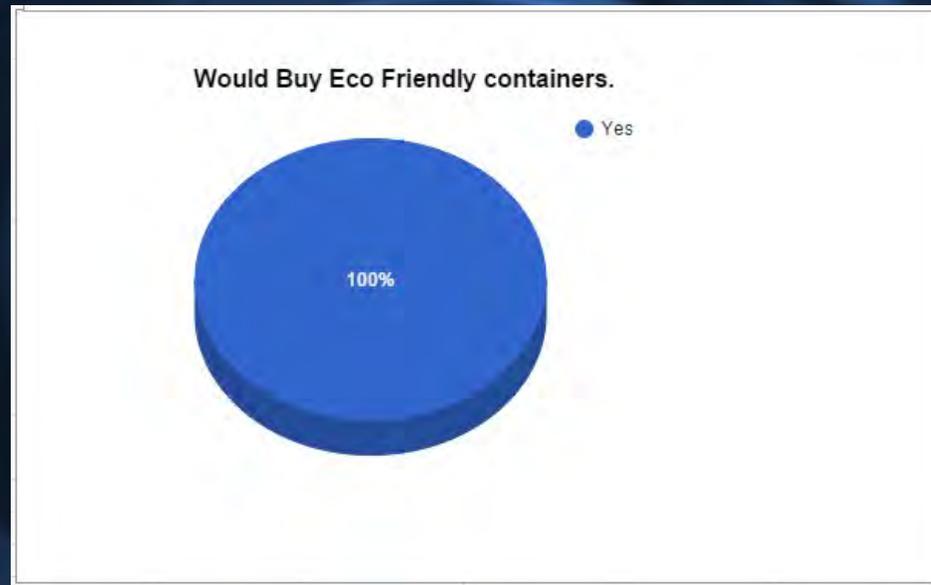
✧ Another 13% of what goes into the land fill could be composted

How much food waste do you discard
per day?

QuickTime™ and a
decompressor
are needed to see this picture.

On average 75lbs per day were thrown out
and of that they thought 60lbs could be
recycled or composted.

Would you be willing to become an eco-friendly restaurant?



If restaurants are **WILLING** to buy the containers, then why haven't we started putting this into action?

Greenware

- ✧ Greenware makes cups, lids, containers, and boxes
- ✧ They are made from 100% plant-based materials and are easy to compost
- ✧ For as little as 1-20 cents you can buy cups and containers. This doesn't require a large increase in costs to customers, if any.
- ✧ This company came up with this as a step in saving our environment.

Composting

- ✧ *Composting is the decaying of organic material into humus. Which can be used as fertilizer.*
- ✧ *Soiled napkins, cardboard, Food wrappers and specially designed utensils can be composted along with food and yard waste.*

Pros and Cons to composting

✧ PROS

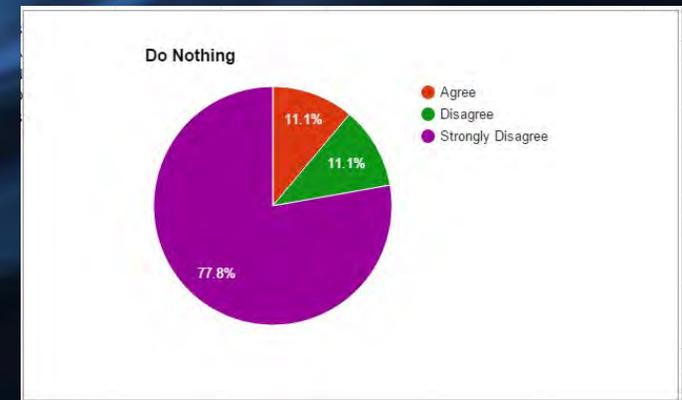
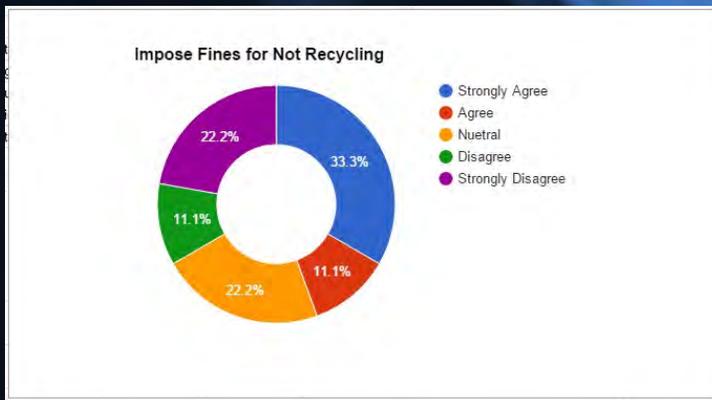
- ✧ We aren't just adding to the landfill because we only have so much room to use before we run out.
- ✧ We can produce energy by a process called gassification.
- ✧ Compost can be used by farmers and gardeners as fertilizer.

✧ CONS

- ✧ Compost can combust if it gets too hot or is not tended properly.
- ✧ We have to find creative ways to use compost instead of accumulating more waste.

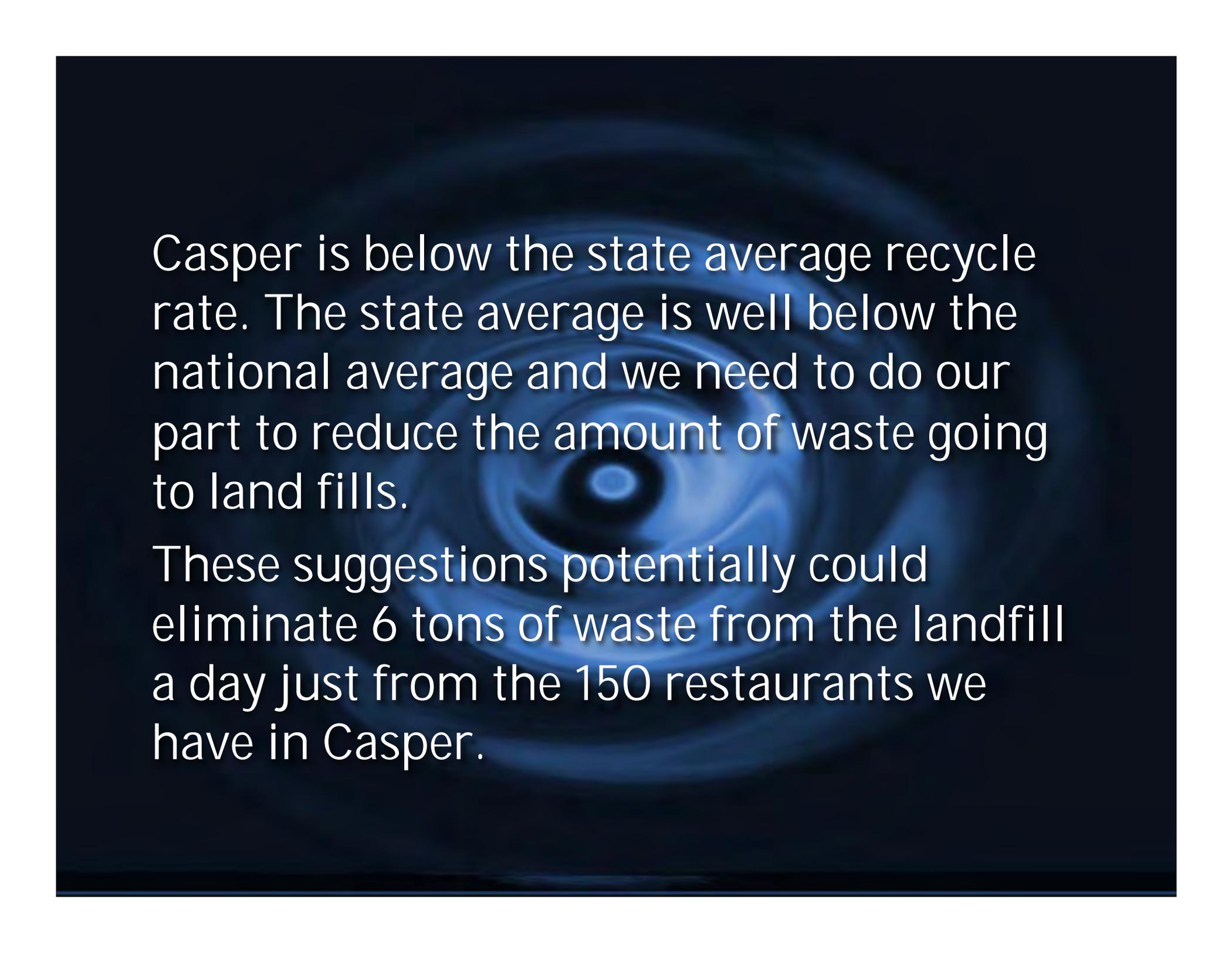
Our Suggestions

- ✧ We think with all of the food that is wasted per day, the best solution would be to require restaurants to use a compost bin that gets taken care of daily or every other day.
- ✧ If restaurants choose not to do this, we think fines should be imposed based on the restaurants who choose not to participate and do their part.



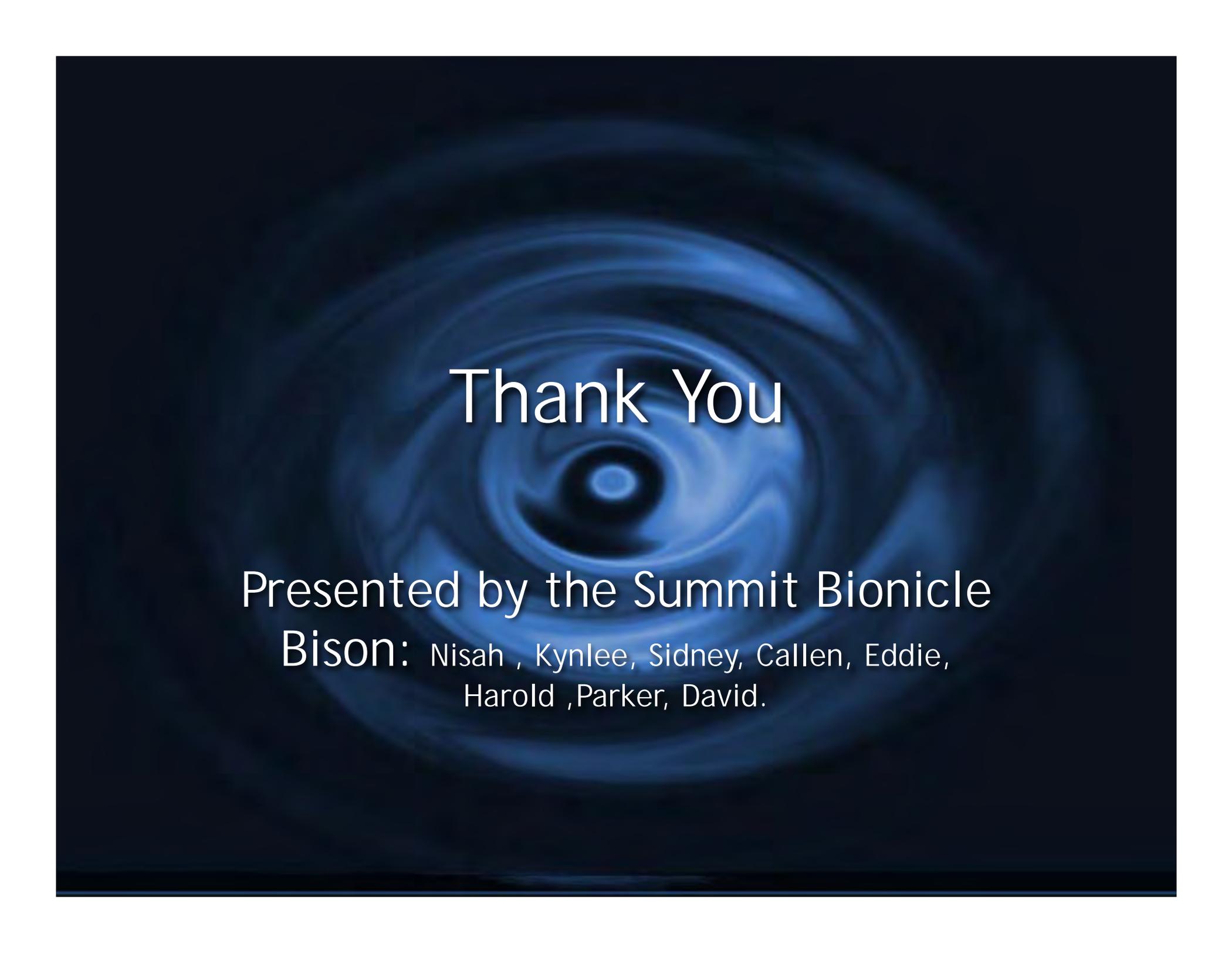
Our Suggestions

- ✧ We think there should be incentives to restaurants for using compostable containers
- ✧ Mandate compostable containers

The background of the slide features a large, stylized blue eye with concentric ripples emanating from its center, set against a dark blue gradient background.

Casper is below the state average recycle rate. The state average is well below the national average and we need to do our part to reduce the amount of waste going to landfills.

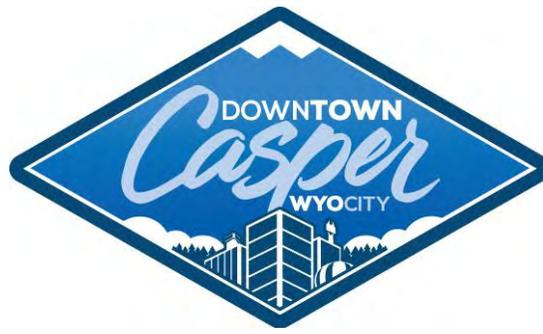
These suggestions potentially could eliminate 6 tons of waste from the landfill a day just from the 150 restaurants we have in Casper.



Thank You

Presented by the Summit Bionicle

Bison: Nisah , Kynlee, Sidney, Callen, Eddie,
Harold ,Parker, David.



**DOWNTOWN DEVELOPMENT
AUTHORITY**

October 28, 2015

Mr. V.H. McDonald
City Manager
City of Casper
200 N. David Street
Casper, WY 82601

Dear Mr. McDonald:

In accordance with Wyoming State Statute 15-9-208, the Downtown Development Authority is submitting our Plan of Development for the downtown events-driven public plaza project. Before any site improvements can be made for this project, final approval must come from the Governing body of the municipality by resolution.

The attached plan highlights the development site, schedule, and costs. Additionally, the plan discusses the relationship between the involved entities, including the DDA, City of Casper, and State of Wyoming. As outlined in State Statute, this Plan of Development is to clearly indicate the involved parties, the area of development, and how the project works to accomplish the statutory mission of "halting or preventing blight in the district, while remaining consistent with the plans of the municipality as a whole, for the development or redevelopment of the designated district."

As required by State Statute, this plan has been before the Planning Board for review and received its full support with written recommendation. The role of the Planning Board was not to determine if the agreements between the DDA, City, and State were acceptable, but to make the recommendation that this plaza project, in accordance with statute, worked to achieve the mission of downtown redevelopment, while complementing the overarching and holistic development plans for the municipality.

We believe the enclosed Plan of Development meets all of the requirements per Wyoming State Statute. We look forward to continuing to work with you, city staff, and the community to bring positive and measureable change to Casper.

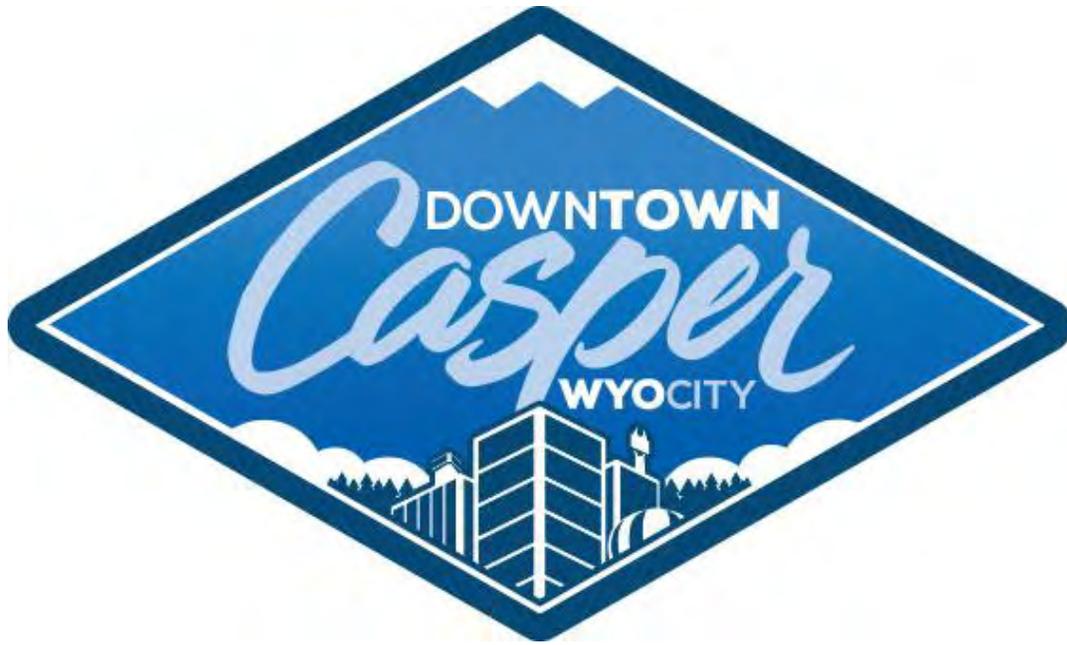
Thank you for your time and consideration.

Respectfully submitted,

Kevin Hawley

Kevin Hawley
Executive Director

Enclosures:



DOWNTOWN DEVELOPMENT — AUTHORITY —

Events-Driven Public Plaza Project 2015

Plan of Development

Friends of the Plaza



Action

To build a downtown events-driven public plaza in the heart of our community.

Objective

- 1) Acquire necessary land
- 2) Donate all privately acquired land to the City of Casper
- 3) *Friends of the Plaza* clear site and construct all improvements
- 4) City leases land to *Friends of the Plaza* to operate and maintain plaza

Purpose

The Downtown Development Authority is currently working to bring an events-driven public plaza to our community. The mission of the plaza is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Casper. Additionally, the plaza will act as a catalyst for downtown development, attract local and regional tourists, bridge downtown and Old Yellowstone District, help retain current generations and attract the next generation; all while enhancing the quality of life for our community members.

Over the course of the last three years, the community leaders that comprise the DDA Board of Directors have studied several successful plazas throughout the region, all of which are being used as models. Billings, MT and Rapid City, SD are great examples of similar sized communities and climates that successfully operate events-driven plazas. In Wyoming, Buffalo and Cheyenne have plazas that are extremely well utilized and have become center pieces of their community. Plaza features like a band shell, water/splash pad, ice rink, bouldering field, and urban forest will be incorporated to ensure there are activities for all ages during all times of

the year. Already, dozens of civic groups, local musicians, artists, and numerous non-profits have approached us eager to participate in the process and utilize the plaza.

This plaza is much more than just a space; it is a well maintained and effectively managed outdoor entertainment venue and social hub for the community. Currently, over 200 events are planned the first year, resulting in hundreds of thousands of people gathered in our community's core. The ripple effect of a project of this magnitude will be felt socially, culturally, and economically for generations to come.

In order to complete a project of this magnitude, a total of 8.5 million dollars needs to be raised; 1 million of which is dedicated to an operational endowment. Operationally, the plan is for the plaza to be self-sustaining. This is achievable through our endowment in conjunction with community and corporate sponsors we will call the "Friends of the Plaza". Utilizing this successful model, "Main Street Square" in Rapid City has operated effectively for five years without seeking operating funds from the city or county.

Our capital campaign estimates prove realistic and achievable. In Rapid City, a single community leader donated 3.5 million to the project and the City matched his gift for a total project cost of 7 million. The generous donor did not offer his gift for glory or recognition, but because he saw the vision and knew this was a tool that would transform his beloved community. Once completed, the vision proved true. A downtown that previously had 17 vacant buildings now has zero, as new bars, restaurants, and shops migrated to the revitalized city center. A downtown that previously welcomed 100,000 unique visitors saw that unique visitor number triple to 300,000. The local economy swelled as 600,000 to 700,000 converged annually downtown to celebrate and support one another. In the words of Rapid City Mayor, Sam Kookier, "it's one of the best things that has ever happened to our downtown."

The Downtown Development Authority believes we can achieve the same results in Casper. In order to gauge interest and climate in Casper, a public survey was conducted with over 1,500 community members partaking. The result of the survey was an overwhelming 92.3% "YES" to the location and construction of this events-driven public plaza. Additionally, over 900 petition signatures were garnered from a door to door campaign, in only two weeks. A theme that was recurring in our community feedback was, "family, family, family...kids, kids, kids" with many respondents identifying the need for low cost or free family fun and entertainment. This project answers that request and then some.

The research has been carefully done, the planning has been thoughtfully implemented, and the community is ready. The time to execute on a transformative project that can change the face of our community for generations to come is now. The Downtown Development Authority, City of Casper, State of Wyoming, and the citizenry of Natrona County together, are working to build a stronger Casper and better Wyoming.

Plan

Acquire necessary land

All purchase agreements to acquire the necessary land have been reviewed and are ready to be executed. The necessary land for development located on the SW corner of W. Yellowstone and David Street, includes: (1) State office Building, (1) Privately owned parking lot, (1) Privately owned business, (1) City owned building, (1) City owned parking lot.

Relocation of State Office Employees

As the State of Wyoming works to build a consolidated office building in Casper, the State Building Commission (SBC) agreed to dispose of the State office building on the plaza project site. However, in order to successfully acquire the necessary State building, the Plaza project must provide the State employees a comparable temporary office location at no additional cost to the State of Wyoming. (This item is addressed in greater detail later in this plan)

Donate land to the City of Casper

Once acquired, all land not currently owned by the city will be donated back to the City of Casper. A donation agreement has been reviewed and agreed upon and is awaiting execution.

Construction and Improvements

Once all land has been acquired, the *Friends of the Plaza* will clear the site of all buildings and lots and prepare for improvements. A local architect, along with the local engineering and design team, will prepare the site for all improvements, including but not limited to: band shell, water feature/splash pad, ice rink, movie screen, public restrooms, and landscaping.

Operations & Maintenance

The plaza is not another park or green space; it is an actively managed and maintained civic entertainment venue. The *Friends of the Plaza* will be responsible for hiring staff to organize, manage, and maintain the plaza and all activities on the grounds. Staff will include: Executive Director, Event Manager, Event Coordinator, Administrative Tech, and Maintenance Personnel. Funding will come from private citizen's support and donation, as well as Corporate sponsors, Endowment interest, and event sales and income.

Project Schedule

PROJECT PHASE	STARTING	ENDING
LOCATE TEMP OFFICE SITE	1.1.2015	6.15.2015
ACQUIRE NECESSARY LAND	1.1.2015	8.15.2015
DEMOLISH BUILDINGS	11.1.2015	3.1.2016
DESIGN	5.1.2015	3.1.2016
CONSTRUCTION	3.10.2016	11.15.2016
OPENING DAY	11.15.2016	11.15.2016



Why

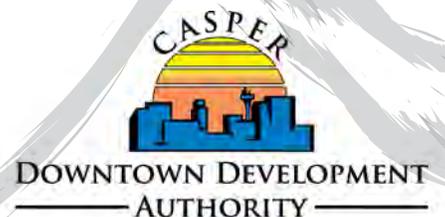
As our community grows and changes, there is no one magic solution to answer all of the challenges and shortfalls we as a community are faced with; however, a project that recognizes and addresses many of them is a step in the right direction. We believe the downtown public plaza is that project which can enhance the quality of life, provide family-friendly fun at no or low cost, enhance sales tax generation, promote redevelopment and new development efforts in the downtown core, bridge the generational gap, capture more of the pass through tourism market, and celebrate our community for generations to come.





CASPER DOWNTOWN PLAZA

ENHANCING, REVITALIZING AND CELEBRATING OUR COMMUNITY



WOULDN'T IT BE NICE...

To not have to leave town to enjoy an outdoor concert

To watch your children laugh and play in a splash pad

To have a safe place to gather and enjoy public life

To ice skate under the stars

To try new cuisine

To rock climb in the heart of Casper

To include an outdoor movie in your date night

To enhance your shopping experience in Downtown Casper

To see the full potential of a thriving downtown

**PLAZAS ARE TIME-HONORED
PLACES AROUND WHICH WHOLE
NEIGHBORHOODS AND CITIES IN
EVERY CULTURE HAVE DEVELOPED.**

**A MOVEMENT IS NOW AFOOT
TO RE-ESTABLISH PUBLIC PLAZAS
AS MAJOR DESTINATIONS
WHERE CIVIC LIFE FLOURISHES.**

PUBLIC PLAZA

MISSION

To enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Casper.

PURPOSE

- Catalyst for Downtown Development
- Local and Regional Tourist Attraction
- Bridge Downtown and Old Yellowstone District
- Create Outdoor Venue and Public Space
- Retain Current Generation
- Attract Next Generation
- Enhance Local Quality of Life



POTENTIAL REVENUE

6 million dollars, a 25% increase in taxable sales generated downtown in one year.



I've seen first hand in other communities like Rapid City, SD and Fort Collins, CO how this events-driven plaza will give our downtown the opportunity to become the thriving, exciting, and vibrant place that Casper and its people deserve.

- Mike Stepp, Owner - Donells Candies



A strategic location to connect the Old Yellowstone District and Downtown Casper



MAIN FEATURES

- Performance Stage
- Lawn Seating
- Ice Rink
- Splash Pad
- Bouldering Field
- Urban Forest
- Restrooms
- Info Kiosks





IMPACT

More than **200** Events Per Year and over **300,000** Unique Visitors

Estimated

ECONOMIC IMPACT STUDIES

The economic benefits of farmers markets, long discussed anecdotally, have been the subject of numerous studies. The following are highlights from some of these studies on the direct and indirect economic impacts of public markets and farmers markets:

- In a 2002 survey, customers from a variety of indoor and open-air markets around the country, discovered that 60% of market shoppers also visited nearby stores on the same day; of those, 60% said that they visited those additional stores only on days that they visit the market.
- A 2006 study on farmers markets in the Canadian province of Ontario confirms these findings, showing that an overwhelming majority of farmers market customers also patronize at least one other nearby store on their way to or from the market, with many visiting two or more stores in the same trip.

pps.org/reference/measuring-the-impact-of-public-markets-and-farmers-markets-on-local-economies



POTENTIAL USES

- Festivals
- Concerts
- Markets
- Fundrasiers
- Events
- Weddings
- Outdoor Movies



Development costs include land acquisition, site preparation, design and construction.

Plaza Development - \$7,500,000
Operational Endowment - \$1,000,000

Estimated



COST



OPERATIONS

Jobs Created - 6
Expenses - \$500,000
Revenue - \$500,000

Annual Estimate

Revenue will be generated by events, the ice skating rink, community and corporate donors, and the endowment interest.

THE DEPOT, CHEYENNE, WY

Population: 62,448

Sq Miles: 21.1

Median Income: \$54,901

Median Age: 36.5



CASE STUDY CHEYENNE, WY

In 1993 the Union Pacific donated the building to the City of Cheyenne and Laramie County, and stabilization of the building was begun a year later. Since then, the building has undergone various stages of an extensive rehabilitation project. The first floor now houses the Cheyenne Depot Museum and a brewpub/restaurant. The upper levels house offices for various city and private concerns related to tourism, economic development and the museum.

The Depot Museum and Plaza have become the cultural and entertainment hub of Downtown Cheyenne, striving to provide educational programming and weekly recurring events in conjunction with the City of Cheyenne that enrich the community. The Cheyenne Depot Museum is a private 501c(3) nonprofit organization working to maintain the National Historic Landmark structure known as the Historic Union Pacific Cheyenne Depot with 12 Board Members. They receive no City, State, or Federal operational funding, and as such rely on the support their members, event patrons, museum visitors, and contributors to help generate funding to ensure the proper care and maintenance of the building.

The Cheyenne Depot Museum Foundation is a tax exempt, non-profit foundation established to create and administer a permanent endowment for the future support and expansion of the Cheyenne Depot Museum.



The Depot has more than 52 events scheduled for the 2015 season



CASE STUDY RAPID CITY, SD

DOWNTOWN RAPID CITY'S MAIN STREET SQUARE

Population: 70,812

Sq Miles: 44.6

Median Income: \$44,626

Median Age: 36



2006 brought a vision to Rapid City. Downtown needed a defining icon; an active gathering place for the entire community; a family-friendly attraction with entertainment for all ages; an outdoor venue for art, music and other events; and a critical mix of businesses for shopping and dining. The vision brought the ability to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Rapid City.

In 2009, a parking lot at the northeast corner of Sixth and Main streets in Downtown Rapid City was identified as the perfect location. Through a donation of a community member and match by the city, Main Street Square opened in October of 2011.

In 2014, there were 200+ events booked at Main Street Square, events like Skate Parties, Easter Egg Hunts, Concerts, Carnivals, Art Walks, Car Shows and many other celebrations. Events like this have attracted nearly 700,000 people to The Square, tripled downtown unique visitor numbers, and increased desirability of store fronts downtown, where there are now no vacancies.

The square is continually changing with visual landscapes through public art sculptures and the many community members and visitors that frequent the square daily.



"It's one of the best things that's ever happened to our downtown"

- Mayor Sam Kookier,
Rapid City, SD

*** There are 5 other communities looking at Rapid City for guidance for building a public plaza.*

DOWNTOWN BUFFALO'S CRAZY WOMAN SQUARE

Population: 4,638

Sq Miles: 3.53

Median Income: \$53,750

Median Age: 42.2



CASE STUDY BUFFALO, WY

Buffalo turned a local tragedy into a place where the community could gather and enjoy small town life. In 1988, the business where the square is now located caught fire. The lot sat vacant for years, until it was purchased by the city to be used as a public space.

In 2008 The Downtown Development Plan proposed improvements for this area. This plan turned a once vacant lot into a vibrant, community oriented public square. 2012 was a pivotal year for the project. Two grants from the Wyoming Business Council, plus funding from the city and the county funded the enhancement's, included restrooms, a stage, beautiful landscaping, creative sidewalks, murals, lighting, and sculptures.

In 2014, there were 61 original events booked at Crazy Woman Square, events like Longmire Day's, Farmer's Markets, Oktober fest, BBQ's, Customer appreciation dinners, weddings, family reunions, and many other events are booked with the Chamber on a daily basis. Additionally, on any given day there are adults and children enjoying the picnic tables and outdoors all day long. Each year the square continues to grow with additional sculptures, public parking, and walkways.



"The revitalization of Crazy Woman Square is a great asset to the City of Buffalo."

- Mayor Michael Johnson,
Buffalo, WY



CASE STUDY MISSOULA, MT

CARAS PARK, MISSOULA, MT

Population: 69,122

Sq Miles: 23.8

Median Income: \$42,134

Median Age: 31.1



© Shanna Forlano



Caras Park used to be under water when the river ran right up against the Historic Wilma Theatre. Over the years, it has evolved into Missoula's premiere Town Square...a place for our community to gather for special events, a place to engage with our neighbors, a place to celebrate all that Missoula has to offer.

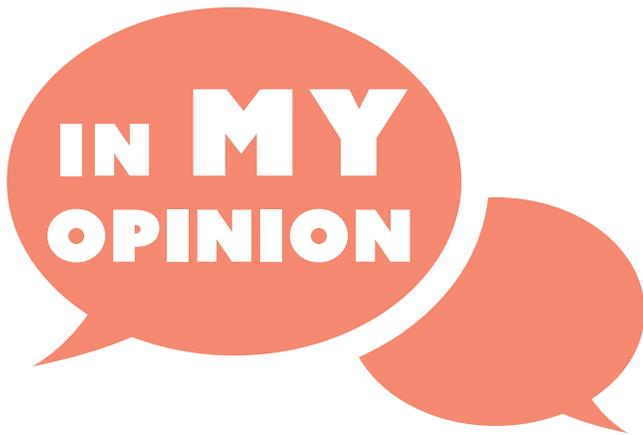
Events in Caras Park became a reality in the early 1980s with the Montana Rep Riverfront Summer Theatre, and the introduction of Out to Lunch in 1986. Caras park has undergone many upgrades since its opening in 1980, most of these upgrades have been funded through community donations.

In 2014, Caras Park hosted 101 events with more than 165,000 attendees in only 13 weeks of the year. The park is currently in the process of expanding those events into the winter months. In order to accomplish this, many upgrades must be made to the facilities, such as adding underground infrastructure for an ice rink and public restrooms that do not need to be winterized yearly.



"Caras Park draws many events to downtown Missoula. It has been our city's center for more than 30 years."

- Tom Aldrich, Operations Coordinator for Downtown Missoula Partnership



"I didn't realize how vital a thriving downtown is until I became a merchant down here. The Plaza gets me excited because of the potential it brings to Downtown Casper."

- *Michell Kaul*, Owner - Girl In Air

"The plaza will drive events to the center of Casper and join the Old Yellowstone District and Downtown. Those are both great things."

- *Louis Taubert*, Downtown Business Owner

"Even with our focus on infrastructure and primary job development, we realize that we cannot succeed without a broad based quality of life for our citizens. By partnering with the DDA in the construction of the plaza we all can continue to grow our community in a diverse and vibrant way."

- *Bill Edwards*, President and CEO, CAEDA

"The downtown plaza is a generational project. It will impact Casper for generations to come"

- *Lisa Burridge*, Downtown Business Owner

"Wyoming Food for Thought Project is proud to support the Public Plaza. We believe in the power of community and this plaza will give everyone avenues to come together and celebrate our diversity and humanity."

- *Jamie Purcell*, Executive Director

Wyoming Food for Thought Project

"I am really excited about the new projects to rebuild and enhance our downtown district. As a musician, I am especially excited about the band stand that will provide a much needed venue for all of the incredible talent we have here in Casper. This Downtown Plaza is another wonderful addition for our families and community. I believe in this project and feel it is a vital addition to our ever growing community."

- *Diane Lynn*, Local Musician

"Community events, such as Longmire Days, Crazy Days and Nights, Oktoberfest, and others, have had an amazing economic impact for Buffalo. Other community activities, like the farmer's market, free health classes, and live entertainment, have provided a great opportunity for locals and guests to enjoy the wonderful hospitality that Buffalo has to offer."

- *Mayor Michael Johnson*, Buffalo, WY

DOWNTOWN DEVELOPMENT AUTHORITY BOARD MEMBERS

Kevin Hawley	Executive Director	Downtown Development Authority
Charles Walsh	Chairman	The Wolcott Galleria
Brian Scott Gamroth	Vice Chairman	Townsquare Media- Radio Host
Brandon Daigle	Secretary	MOA Architecture
Brettnee Tromble	Treasurer	First Interstate Bank
Charlie Powell	DDA Board Member	Mayor/Central Wyoming Counseling Center
Sona Rummel	DDA Board Member	Commissary Mall, Absolute Fitness and Blush Bridal
Lisa Burridge	DDA Board Member	Lisa Burridge & Associates Real Estate
Scott Murray	DDA Board Member	Scott Murray Law
John Johnson	DDA Board Member	JRG Restaurants
Louis Taubert	DDA Board Member	Lou Taubert's Ranch Outfitters
Peter Fazio	DDA Board Member	Eggingtons

CONTACT

Downtown Development Authority
(307)235-6710, admin@downtowncasper.com
234 S. David, Casper, WY 82601

Kevin Hawley
CEO
ceo@downtowncasper.com

Lindsey Svejksky
Project Coordinator
projects@downtowncasper.com

WHERE WYOCITY GETS TOGETHER

**FOR MUSIC
FOR FESTIVALS
FOR SHOPPING
FOR PLAYING
FOR EDUCATION**

State Office Building



Action

To build a downtown events-driven public plaza in the heart of our community.

Objective

- 1) To acquire the State owned office building located at 226 S. David Street to proceed with the downtown events-driven public plaza project.
- 2) To temporarily house the State of Wyoming office staff in an adequate office space with similar amenities to their current operation, at no additional cost to the State above current expenses.
- 3) To proceed with the construction of both the downtown plaza and the consolidated state office building concurrently, avoiding a delay in the plaza project of nearly five years.

History

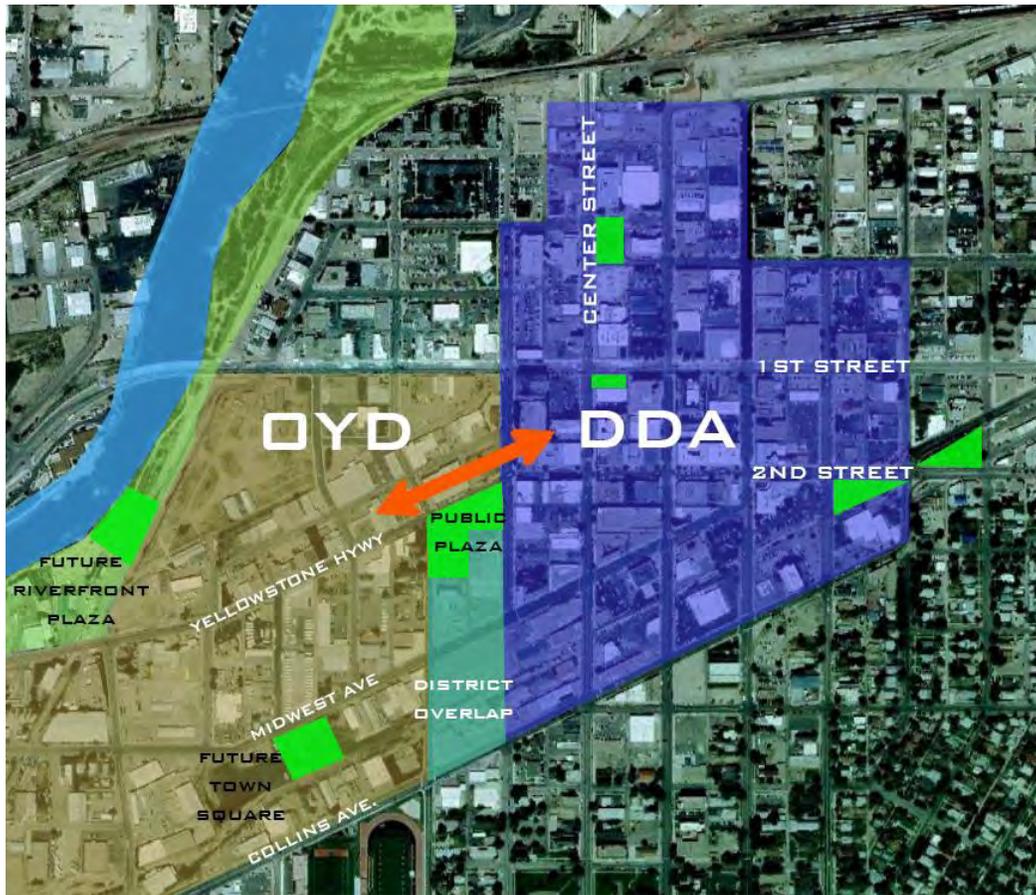
Plaza

In 2013 the city of Casper hired **Crandall Arambula PC** to assess the needs of downtown Casper. The purpose of this was to develop a publicly supported vision that identified essential items that would foster and sustain growth and prosperity in our community. This plan was developed over an eight month process through meetings with the community, elected officials, steering committee and stakeholders. There were several goals that were established, one of which was to create memorable public gathering spaces. The initial plaza was a component of a downtown hotel and convention center. Sadly, the hotel and convention center was not achievable but the plaza remained viable. The DDA Board of Directors, while modeling a successful plaza design and implementation in Rapid City, South Dakota, actively pursued the next steps to bring an events-driven public plaza to the heart of our community.

State Office Building

The State of Wyoming has a plan to consolidate several aged State facilities throughout Casper into one State office building. Although a significant amount of groundwork has been accomplished on this project, the proposed timeline of completion is roughly three years away. The three year timeline, coupled with a two year timeline for the plaza project, would push our events-driven community plaza project nearly five years out. The DDA worked with the City of Casper and the State of Wyoming to devise an acceptable plan to proceed with both projects concurrently. The State agreed that it would dispose of the property located at 226 S. David ahead of schedule, at fair-market value to the DDA, on the condition that a comparable and adequate location was provided, at no additional cost, to the State of Wyoming. The term of the agreement spans from the time of disposition of 226 S. David, to occupancy of the new consolidated state office building.





Purpose

The site of the events-driven public plaza has been identified in two independent studies as the optimum location to create a memorable public gathering place in the city of Casper. The location is within one block of the downtown public parking garage and adjacent to an additional, although private, downtown parking structure. The location is in the middle of where the established central business district meets the up and coming Old Yellowstone District, a designated Urban Renewal area. The downtown plaza will stimulate the economy with sales tax generation, increased property values, redevelopment of current buildings, and new development of land in the "OYD." The plaza, with over 200 events per year and 300,000 annual visitors, conservatively can result in an estimated sales tax increase in the central business district of 25% or 6 million dollars in the first year. Additional benefits include: increased capture of pass through tourism, enhanced business recruitment, retention and expansion, as well as providing an outdoor civic space to celebrate our community and enhance our quality of life.

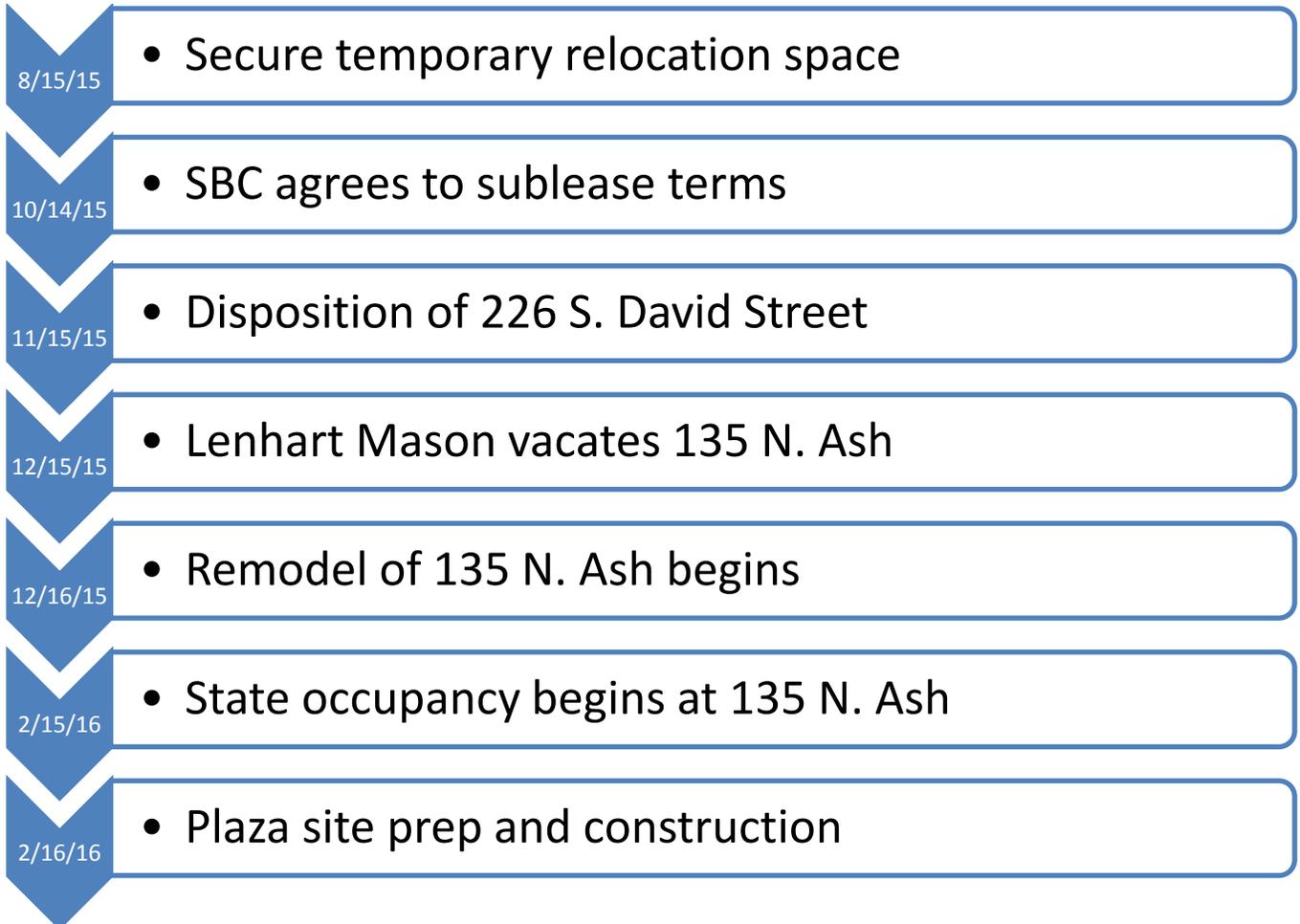


Plan

The DDA was presented an opportunity by the City of Casper, who was aware of the State of Wyoming relocation needs, and was asked if a property they were interested in purchasing would meet the needs of the State of Wyoming. After reviewing the property, it became evident that all needs could be met between all parties at this location. The DDA presented this option to the State Building Commission who felt comfortable with the plan. The City agreed to lease the property to the DDA for a term of three years for a total sum of \$350,000. The DDA would then sublease the property to the State of Wyoming, at no cost, per the original agreement to dispose of the property at 226 S. David.

As the sub-lessor, the DDA would be responsible for all costs to furnish and install tenant improvements needed to accommodate the State of Wyoming, as well as all utilities, security, IT, data, and cleaning/janitorial, at no cost to the State of Wyoming or City of Casper. The DDA shall pay all costs associated with this relocation and lease from their public plaza fundraising campaign.

Office Relocation Schedule





Why

When asked would the Downtown Development Authority would be willing to raise additional fundraising dollars to pay for the temporary relocation of the State of Wyoming, the answer was simple: "Yes." The DDA believes the community of Casper simply cannot wait an additional five years for a plaza or for the tremendous activity and revitalization it will bring to our community. Additionally, with the escalating costs of construction, we believe any additional funds we may spend today for the temporary relocation portion of our project, would still be realized or added to in future costs of land acquisition and construction in three to five years. The reality is, the State of Wyoming did not have to agree to move to allow for this great community project to proceed. However, the State of Wyoming recognized the impact a project of this magnitude would have on Casper and agreed to temporarily relocate, as long as they did not realize any additional costs to do so and were held harmless. The Downtown Development Authority is extremely grateful to the State of Wyoming, City of Casper, and our private donors for allowing this great community project to become a reality today, instead of years from now or not at all.





Casper Downtown Development Authority

November 21, 2014

Ian Catellier
Department of Administration and Information
Construction Management
700 West 21st Street
Cheyenne, WY 82002

Dear Mr. Cattellier;

The Board of Directors and staff of the Casper Downtown Development Authority (DDA) are enthused to hear about the recent approval of a Level I & II study pertaining to the construction of a new State office building in Casper. The City of Casper, downtown stakeholders, and community members are extremely passionate about the rejuvenation of our downtown and believe that the proposed state building is a critical component to the future development of downtown and on-going success of our community. We also realize that one building is not the answer to the transformation of our beautiful downtown. The Casper DDA is working in conjunction with the City of Casper and dozens of civic groups on an events-driven public plaza in the heart of downtown that would join the Urban Renewal area of the Old Yellowstone District with the current downtown central business district. A portion of the optimal site selected for this plaza is located at 226 S. David and is currently utilized as a State Data Center.

Although we are excited for the newly proposed State office building, the concern of the DDA, City of Casper, and community is that the planning and construction of this project could result in a ribbon-cutting that has the potential of being four years or more in the making. If that were the case, the one and half year project timeline for the downtown plaza would put our project over five years out. Casper simply cannot wait five years for a project of this magnitude targeted to transform the direction of our community, as well as the functionality and redevelopment of downtown.

The DDA requests that you afford us the opportunity to research options that could allow for both projects to move forward and succeed concurrently. With the help of the State, I am confident that we can find a solution and move forward for the betterment of our great community. I would ask for your help and cooperation in determining the needs, if it were deemed necessary, for a temporary office site for the call center mentioned above, located on the corner of W. Yellowstone & David Street.

Most sincerely,

Kevin Hawley
DDA Executive Director

DDA Board of Directors Members: Charles T. Walsh, Brian Scott Gamroth, Louis Taubert, Lisa Burrige, Pete Fazio, Charlie Powell, Scott Murray, John Johnson, Sona Rummel, Brettnee Tromble, Brandon Daigle.

	2016												2017												2018															
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUL	AUG			
State office schedule																																								
Level 1 & II Study																																								
1 Year																																								
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Design & Estimates																																								
Level III - approval																																								
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3 months																																								
Construction																																								
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DDA Plaza schedule																																								
Locate temp office site																																								
Acquire necessary land																																								
Demolish buildings																																								
Design																																								
Construction																																								
Opening Day																																								
Relocate State Call Center																																								
2/1/2016 - 8/31/ 2018																																								
(30 mnths)																																								

Total Solar Eclipse

Contingency and Development Agreement

Between the Economic Development Joint Powers Board, the City of Casper, and Casper Downtown Development Authority

1. **Parties.** The parties to this Agreement are the Economic Development Joint Powers Board, whose address is 300 South Wolcott Street, Suite 300, Casper, Wyoming 82601, hereafter "EDJPB", the City of Casper, whose address is 200 North David, Casper, Wyoming 82601 and Casper Downtown Development Authority, whose address is 234 South David, Casper, Wyoming 82601, hereafter "DDA".

2. **Purpose of Agreement.** The purpose of this Agreement is to enable EDJPB to provide funds received under the Business Ready Community Grant and Loan Program (BRC) to DDA, who shall undertake projects and services, collectively known as the "Project". The project is the development of the proposed Casper Downtown Public Plaza. DDA seeks to build a public events driven Plaza at the corner of South David and Yellowstone Streets. Performance by DDA of the requirements of this Agreement and all related agreements, as well as compliance with all BRC program rules and regulations constitute express conditions precedent to DDA receipt of any funds hereunder.

3. **Term.** This Agreement is effective when all parties have executed it and all approvals have been granted. The term of this Agreement shall be from September 1, 2015 through December 31, 2017.

4. **Payment.** The EDJPB will seek a grant of \$500,000.00 from the Wyoming Business Council BRC Community Enhancement. Contingent upon award of the grant, the EDJPB agrees to pay DDA the above amount in consideration for performance as described in this Agreement. Payment shall be made upon receipt of satisfactory invoices detailing services performed pursuant to this Agreement.

5. **EDJPB Responsibilities:** The EDJPB shall perform as required by this Agreement.

a. Apply for the Grant on or before June 1, 2015.

b. Notify the Wyoming Business Council (WBC) that DDA is the designated community development organization with respect to the administration of the grant.

c. Forward any and all documentation received from WBC or others regarding this project to DDA in a timely manner.

6. **DDA Responsibilities:**

a. DDA shall be responsible for all phases of grant management and administration of the Project, including, without limitation, acquisition of the project. DDA shall among other things necessary to manage the Project:

1. Account for and oversee the disbursement of Grant funds in accordance with the terms of the grant.

2. Keep appropriate and complete records of transactions relative to the Project.

3. Keep EDJPB informed of all matters regarding the Project and give regular reports to the EDJPB about the Project.
4. Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law.
5. Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to EDJPB.
6. Construct and manage the proposed Casper Downtown Public Plaza for the purpose of offering a public, events driven gathering space to the community,
7. In the event that the Project costs exceed the amount granted under this agreement and received by the EDJPB, DDA shall be responsible for such costs.
8. Be responsible for providing the EDJPB all information necessary to meet all applicable recording requirements.
9. Use any net income generated by DDA from the operation, lease or sale of the facilities acquired pursuant to this Agreement for the purpose of promoting the economic development of the City of Casper, the County of Natrona, and the State of Wyoming.
10. Provide an annual written report of the uses made of funds received under this Agreement. The report will be provided to the EDJPB or their designee within 90 days of the end of the calendar year.
11. To incur all closing fees and costs associated with the land acquisition from City of Casper.

7. City of Casper Responsibilities:

- a. Own the site where the Casper Downtown Public Plaza will be located.
- b. To lease to the DDA 47,250sqft of the City owned land at the corner of South David and Yellowstone Streets for the amount of \$1.00 per year for the term of 25 years.
- c. Shall contribute \$500,000 as the cash match of the BRC Community Enhancement Grant.

8. Special Provisions:

- a. Upon information and belief, the EDJPB believes that it is an eligible applicant for BRC funding and has the authority to contract for economic development services with DDA for the use of the funds sought hereunder.
- b. The parties agree that a lack of existing, public, events driven, gathering spaces within the City of Casper and the County of Natrona is a barrier to the economic development of the community.

c. Upon information and belief, the parties believe that DDA meets the statutory definition of a Community Development Organization (CD) as set forth in the Wyo. Stat. § 9-12-301 (a)(ii), as a Wyoming non-profit corporation for the purpose of promoting economic development within the County of Natrona.

d. The parties agree that DDA, as the professional downtown development organization, has the personnel, experience and professional relationships necessary to undertake these services for the EDJPB.

e. The parties agree that their respective obligations to pay and perform hereunder, are wholly contingent upon award of the BRC grant referenced herein, and further hold such award to be an absolute condition precedent to their respective obligations under this Agreement.

9. General Provisions:

a. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the Seventh Judicial District, Natrona County, Wyoming.

c. Compliance with Laws. DDA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

d. Entirety of Agreement. This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

e. Indemnification. DDA shall release, indemnify and hold harmless the EDJPB and their officers, agents, employees, successors and assigns from any cause of actions, or claims or demands arising out of DDA's performance under this Agreement.

f. Independent Contractor. DDA has function as an independent contractor for the purposes of this Agreement. DDA shall assume sole responsibility for any debts or liabilities that may be incurred by DDA. Nothing in this Agreement shall be interpreted as authorizing DDA or its agents or employees to act as an agent or representative of or on behalf of the EDJPB or to incur any obligation of any kind on behalf of the EDJPB.

g. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

h. Nondiscrimination. DDA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. DDA shall ensure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

i. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement nor shall payment be made until this Agreement has been reduced to writing and approved by all necessary authorities.

j. **Governmental Immunity.** EDJPB does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. Ann. § 1-39-101 through 121 (2007), by entering into this Agreement. Further, EDJPB fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

The City of Casper and Downtown Development Authority do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

k. **Termination.** The EDJPB may terminate this Agreement for cause immediately without liability in the event DDA fails to perform. Either the EDJPB or DDA may terminate this Agreement with cause upon 15 days written notice; provided however, that if DDA terminates the agreement prior to the expiration of the agreement, it will return all unexpended funds.

10. **Timeline.** The Grant Agreement, if approved, will be signed in January 2016, with finalization of design, permitting, and bidding occurring between January – March 2016. Construction will then take place between May – October 2016.

11. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify they have read, understood and agreed to the terms and conditions of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF CASPER

By: _____
V.H. McDonald, City Manager

Date: _____

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

By: _____
Mark Pepper, Chair

Date: _____

DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Kevin Hawley, CEO

Date: _____

Attest:

Lindsey Svejksky, DDA Project Coordinator

Operations & Maintenance Plan

Proposed Downtown Public Plaza Casper, Wyoming

This Operations & Maintenance (O&M) Plan is made for the Downtown Development Authority (DDA), whose address is 234 South David, Casper, WY 82601 and the Casper Downtown Public Plaza whose address is 234 South David, Casper, WY 82601.

1. Location. The proposed Downtown Public Plaza will be located on approximately 1 acre of land at the corners of David and Yellowstone Streets in Downtown Casper, Wyoming.

2. Term. This O&M plan will commence once the land located at 226 South David, 225 Yellowstone and the Wold Family Parking Lot are deeded to the City of Casper and the construction of the plaza is complete. It shall terminate once the term of the lease between the City of Casper and the Downtown Development Authority expires. The Downtown Development Authority will be given the option to renew the lease.

3. Operations. The Downtown Development Authority will be responsible for day to day operations and maintenance of the plaza. This includes, but is not limited to snow removal, utilities, planning and scheduling events, maintenance of all equipment and grounds,

4. Budget. The total operational budget for year one is \$501,250. This includes salaries, marketing, maintenance, insurance, office expenses and any additional costs associated with successful operation of the plaza. We also account for incoming revenue in the amount of \$530,000.

4. Contingencies. DDA will be responsible for fundraising or funding for any and all extra expenses, in the event they arise.

5. Amendments. Any changes, modifications, revisions or amendments to this Plan shall be incorporated by written instruction, executed and signed by all parties.

Dated this _____ day of _____, 2015.

Kevin Hawley
Executive Director
Downtown Development Authority

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2015, by and between the Downtown Development Authority of Casper, Wyoming (the “DDA”), 234 South David Street, Casper, Wyoming 82601; and the City of Casper, Wyoming (the “City”); whose principal offices are located at 200 North David Street, Casper, Wyoming 82601; the DDA and the City collectively referred to as the “Parties.”

RECITALS

WHEREAS, the DDA was established by City Ordinance by the City as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the Parties desire to develop a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the “Project”; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City for its development; and,

WHEREAS, the lands that are necessary to be acquired for the Project are described and set forth below; and,

WHEREAS, ultimately, the lands acquired for the Project will be owned by the City which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority under Wyoming law; and,

WHEREAS, this MOU is to outline the basic understanding of the Parties regarding the potential acquisition of the necessary real property for the development of the Project, and the duties and obligations of the DDA to operate and maintain the Project during the term of the lease thereof from the City.

NOW, THEREFORE, the Parties hereto hereby enter into this Memorandum of Understanding for the purposes of outlining the respective duties and obligations thereof for the development of the Project as described above:

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: PROPERTY ACQUISITION

The Parties agree and understand that the following properties will need to be acquired by the DDA for the development of the Project:

1. W $\frac{1}{2}$ of Lots 1, 2, 3, 4 and all Lot 5, Block 1, City of Casper.
2. E $\frac{1}{2}$ of Lots 1, 2, 3 and 4, Block 1, City of Casper.
3. Lots 41, 42, 43 and 44, Block 1, City of Casper.

The following real properties are currently owned by the City and will be dedicated to the development of the Project:

1. Lot 40, Block 1, City of Casper.
2. Lots 6, 7 and 8, Block 1, City of Casper.

ARTICLE III: LEASING OF PROJECT PROPERTY:

Following acquisition of the real property set forth in Article II above, the City agrees to lease said properties to the DDA for its use and development and construction of the Project. The lease will be for a term of not less than twenty five (25) years and at a rental fee in the sum of one dollar (\$1.00) per year during the term of the lease. The other terms and conditions of the lease shall be developed in good faith between the Parties.

The DDA understands that it will be entirely responsible for the complete operations, staffing, costs, expenses, repairs, maintenance and financial viability of the Project. Other than the real property acquisitions and dedications described in Article II, and any initial capital contribution that may be approved by the Casper City Council, the City will not be responsible for any financial shortfalls, operational losses, or for any other infusion of capital for the Project.

Provided, however, the DDA shall draft and prepare an operations and maintenance plan for the Project, which will be submitted to the City for its approval prior to the execution of the lease.

ARTICLE IV: MISCELLANEOUS PROVISIONS:

Each individual executing this MOU for and on behalf of the Parties hereby state that they each have the requisite power and authority to enter into this MOU.

This MOU shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this MOU may be made unless in writing and executed by all Parties hereto.

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

The parties to this MOU do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate between and shall only inure to the benefit of the Parties to this MOU.

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

This MOU has been executed on the day and year first above written by the following parties:

THE DOWNTOWN DEVELOPMENT
AUTHORITY FOR THE CITY OF
CASPER, WYOMING:

By: _____
Kevin Hawley
Executive Director

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION:

By: _____
Charlie Powell
Mayor

October 29, 2015

TO: V.H. McDonald, Assistant City Manager
FROM: William C. Luben, City Attorney *W.C.L.*
RE: Proposed Amendment to the Demerit for Alcoholic Beverage Violations

Recommendation:

That Council consider amending the definitional section for Chapter 5.08 pertaining to alcoholic beverages to provide that a conviction, for purposes of calculating demerit point values for alcoholic beverage violations include the entry of a guilty or no contest plea as part of a deferred sentence.

Summary:

Currently, establishments selling alcoholic beverages are assessed twenty-five (25) demerit points for the serving by their employees alcoholic beverages to a minor. In order for the points to be assessed, the server either needs to enter a plea of guilty or be found guilty after trial.

There have been cases in which a deferred sentence would be appropriate for the server's actions; however, deferred sentences are not entertained as they will not result in the assessment of the demerit points against the liquor establishment.

The City Attorney's Office can exercise its discretion in all other cases, but its discretion is limited in these cases due to the demerit point system. In order to allow some flexibility, and hopefully, fairness in the application of the City ordinances, it is suggested that Council allow an amendment to the definitional section of the liquor code to provide that conviction for the purpose of computing demerit points will include not only a finding of guilt by a Court, but also the entry of a plea of guilty or no contest plea as part of a deferred sentence entered by a Court.

When a deferred sentence is entered, a defendant has to plead guilty in the first instance, and is put on probation for a six-month period. The defendant further makes a donation to a charitable organization in an amount equal to what they would have paid for a fine. Assuming they complete the probation, the charge then is dismissed. However, under the proposed amendment, the entry of a deferred sentence would still result in the assessment of the demerit points against the alcohol establishment.

This proposed amendment has been discussed with the liquor dealers at a recent meeting with them. They voted to support this amendment before Council. In this regard, they are fully aware of the fact that if a server is granted a deferred sentence, the demerit points will still be assessed against them as the owner of the establishment.

A copy of the definitional section of Section 5.08.010 of the Casper Municipal Code with this proposed amendment is attached for your reference and review.

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains more than one-half of one percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "Club" means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
 - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
 - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
 - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the commission a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to Section 5.08.060, shall be in good standing by having paid at least one full year in dues;
 - f. Club does not mean college fraternities or labor unions.
6. **"CONVICTION" FOR THE PURPOSE OF COMPUTING DEMERIT POINTS AGAINST A LIQUOR LICENSE HOLDER SHALL MEAN A FINDING OF GUILTY, THE ENTRY OF A GUILTY OR NO CONTEST PLEA, OR THE ENTRY OF A GUILTY OR NO CONTEST PLEA AS PART OF A DEFERRED SENTENCE IN ANY COURT TO ANY DEMERIT POINT VIOLATION AS SET FORTH IN SECTION 5.08.190.**
7. "Commission" means the Wyoming Liquor Commission.

8. "Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.
9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
11. "Licensee" means a person holding a:
 - a. Retail liquor license;
 - b. Limited retail liquor license;
 - c. Resort liquor license;
 - d. Malt beverage permit;
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit; or
 - h. Bar and grill liquor license.
12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
13. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
14. "Malt beverage permit" means the authority under which the licensee is permitted to sell malt beverages only.
15. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(ixx).
16. "Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.
17. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
18. "Person" includes an individual person, partnership, corporation, limited liability company or association.
19. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
20. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as

sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

21. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
22. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
23. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
24. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging for goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.
25. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.
26. "This chapter" means Ordinance 25-86.
27. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.
28. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

(Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986: prior code § 3-1)

Joint City Council/Planning Commission Work Session

Development Forum | September 8, 2015 | 4:30 - 6:30

Attendees

Council -	Steve Cathey, Kenyne Schlager, Ray Pacheco, Charlie Powell, Daniel Sandoval, Scott Miller, Robin Mundell, Shawn Johnson.
Planning and Zoning Commission -	Bob King, James Holloway, Randall Hein, Mary England, Don Redder, Ryan Waterbury.
Developer Panel -	Lisa Burrridge, Nate Richmond (Montana), Bobby Allbaugh (Cheyenne), Rich Fairservis, Dennis Langdon, Scott Sutherland
	<ul style="list-style-type: none">- Mr. Fairservis excused himself early
Moderators -	Randy Hall (Developer) Bob Hopkins (City Councilman)

General Categories of Discussion

What are the City's priorities?

- "The City needs a vision..."
- Pursue Public - Private Partnerships
- Provide incentives for developers in difficult to develop or priority areas and districts
 - But, you cannot take the above steps without a vision. – Scott Sutherland
- "We need to all come together if the City wants to grow in a certain direction." – Lisa Burrridge
 - *Staff note: The vision for future growth comes from the community/residents and is in the form of the Comprehensive Land Use Plan. It is not "the City" that should be deciding how Casper grows, but instead, the City should be executing the community's vision."*
- "The City needs to work with developers to prioritize where it wants to see development and where developers want to see development, and provide incentives. Industrial Parks are a good example of where this kind of planning works." – Scott Sutherland

Parks and Open Spaces

- "Markets should determine parks and open space." - Scott Sutherland
 - *Staff note: Market mechanisms cannot work to determine open space development as they are a public good. There is no private market that would provide for parks, just like there is no private market that provides for other public goods such as clean air and water, or transit.*
 - *Developers say that the cost of a lot has gone up \$20,000 between 2003 and 2015 because of park and open space requirements, and some would like to believe that this is*

due to City standards. But the City, in fact, removed its park dedication requirements between this time period. What has changed in City development standards that could have caused an increase, other than simple supply and demand?

- Commissioner Holloway's response: If we lower our standards for parks and pathways, where will that leave the rest of Casper? Let's ask ourselves, what kind of community do we want to be? Mr. Holloway also noted that nearly all things cost more today than in 2003 and that some additional requirements of government do add to costs but also add to the public good, such as seatbelts in cars.

- Scott Sutherland lamented that costs must be passed on to consumers.

- "It's aggravating to build a path to nowhere." Bobby Allbaugh

- Commissioner Holloway noted that while some incomplete trails may look silly going to "nowhere" at the moment, requiring them of each developer was the essence of planning. What is incomplete now would someday be linked to the path with the full buildout of the area, thus completing the plan. If nothing is done now, surely nothing will be done later.

- "Pathway and open space requirements need to be revised." Scott Sutherland believes that higher-end developments should have more landscaping, open space, and trails/parks than lower-end development."

-Commissioner note: This is unacceptable. We should not entertain the notion of a two tiered development policy which denies public resources to lower income citizens.

Difficulties with Planned Unit Developments (PUD's) or "Sub-area Plans"

- Passage-of-Time difficulty

- Markets change over time and as markets change the PUD guidelines need to be changed. This requires Planning & Zoning and City Council approval.

- "Sub-Area plans were supposed to speed up approvals in PUD's but they have done the opposite." Scott Sutherland

Staff note: Sub-Area Plans are unique to the McMurry Business Park PUD, and were the brainchild of the developer in an attempt to try to speed up development review. When the area is platted, the developer proposed to obtain preliminary site plan approval at the same time, and then let staff do an administrative approval of a detailed site plan at the time of development so that projects, no matter what the size, wouldn't have to go through P & Z Commission or Council approval, or public hearings. The unanticipated problem that the developer is referring to is that when sub-area plans are developed, and then down the road the developer wants to change land use, or density, or building size, etc., they are then required to go back to the P&Z Commission and City Council for approval of an amendment to their Sub-Area Plan.

-Commissioner note: Changes in density or land use affect the adjacent landowners and the public should be notified and allowed to have input. Developers should engage surrounding landowners early on to obtain support and make the process go more smoothly.

Incentives

- "Density bonuses should be available when a developer is doing something the City wants, such as infill, or cluster development." – Nate Richmond

- The Commission noted that infill was a priority and something to be encouraged. They also noted that there were incentives for this type of thing in place already in the OYD redevelopment area.

-“Remediation funding should be made available to assist developers with big issues such as environmental contamination, asbestos, etc. Revolving development funding. Tipping Fees at landfill. Reduce or waive fees such as building permits, tap fees, etc.” Nate Richmond.

-Lisa B. suggests that the City do more projects like the Zone 3 water project, and then recapture the investment over time, rather than making developers up-front the money for such large projects.

-Randy Hall claimed that the City used to pay for all infrastructure for new development, but the burden has been shifted to developers over the years.

-Commissioner note: When was this period that there was no cost to the developer for infrastructure? Mr. Hall also mentioned that this was common in other areas, but did not provide examples to which we could compare.

Legislative Lobbying

- Changing liquor laws to revamp the entire system, or at a minimum make Bar and Grill Licenses unlimited, and not based on population. Limiting liquor licenses helps a few and hurts the entire economic development potential of the community. Randy Hall stated that the City has lost many potential restaurants and associated tax revenues from businesses that couldn't get liquor licenses.

Warranty Period

- Need to reduce the warranty period from 18 months to 12 months, as this is a burden on developers.

-Staff note: It is unclear how this would reduce developer costs. They would still have to pay the same amount for the warranty. It would just be less time that they have to oversee their builders and it will put more costs on the City as we have to replace the infrastructure that is damaged in the construction process beyond the warranty period.

-“Requiring on-site engineer is expensive and adds cost to development.” Randy Hall

-Staff note: the on-site engineer is paid by the developer, but tasked with overseeing the construction on the City's behalf. The engineer has to certify that the construction of public infrastructure, such as utilities, are installed correctly.

- James Holloway mentioned that all infrastructure provided by the developer ultimately becomes the property of the City and therefore, must be maintained by the City at a cost to the citizens. Because of this, there is a need to insure the quality of construction, just as there is for any infrastructure job undertaken directly by the City.

Traffic Studies

- Not predictable, do not know what to expect when getting into a project.

- Timing issues.

- First guy or last guy involved gets stuck paying for all the traffic requirements.

Staff note: One possible solution to make traffic improvements more equitable and to spread the costs out is to implement City-wide impact fees.

-Developers want “overall traffic studies” done ahead of development so they aren’t held up. – Lisa Burrige

-“Maybe the City should work with WYDOT to do some preliminary traffic studies.” – Bob Hopkins
Staff note: It is impossible to do traffic studies unless all relevant factors are known, such as the location of all roads, all points of access, the types of businesses and sizes of those businesses, traffic generation, peak hours of travel, etc.

Speedier Approval Process

- Developers would like to see quicker turnaround for plats and annexations. Annexations take 5-6 months, regardless of the size of the annexation.

Staff note: City code could be changed to expedite some plat approvals; however, any plat that involves a right of way MUST be approved by Ordinance, by the City Council, according to State Statutes. Annexation procedures are cumbersome, and are set forth by State Statutes. This is a legislative change that needs to occur at the State level.

Commissioner note: it is questionable whether the City should be involved with lobbying the State government at taxpayer expense on behalf of special interests, especially when the primary request involves diminishing public input and involvement in the process, and limiting local control.

“If you could fix one thing tonight, what would it be?” – Councilwoman Schlager

- Public Private Partnerships (Scott Sutherland)

- Faster process - increased speed (Dennis Landon)

- Purchase land and flip it for developers. Especially for affordable housing projects. (Nate Richmond)

-When a project meets all rules and guidelines, Council needs to approve it without drama. Drama causes developers a lot of problems and is unnecessary. There is a tendency for Council to put a negative spin on a project, which gets picked up by the press and taints projects. (Lisa Burrige)

-Casper is one of the most expensive areas to develop in with the lowest return on investment. Construction costs are high. Land costs are high. (Bobby Allbaugh)

-Commissioner note: Construction costs and land costs are regulated by the free market, so how is the Council or Commission supposed to control this? With regulation and price fixing?

-Developers are the economic drivers of the community and they deserve more respect. (Randy Hall)

-Mary England noted that the Planning Commission, similarly, feels unappreciated as well

Councilman Hopkins’ Ideas

1. Vertical LAD

- to be used as an incentive in the OYD

2. Development Ready Market Lease

- City purchased land tracts to be leased to market-rate developers.

3. Get Wyoming Business Council to match one cent funds.

Misc. Suggestions

-Dennis Landon wants multi-family allowed by right in the R-2 (One Unit Residential) zoning district.

-James Holloway responded that this was an issue that could be discussed.

- Bobby Allbaugh is very dissatisfied with the UDC (Uniform Development Code) in Cheyenne and Laramie and suggests that Casper never go down that road.

-Commissioner note: Maybe Mr. Allbaugh should work with the local developers to reassure them about how easy it is to work in Casper. If Casper needs a UDC to insure responsible development because developers won't commit to reasonable standards already on the book, then maybe the City needs to look at implementing a UDC.

-Bobby Allbaugh says that developers hate to build walkways to nowhere. (Suggesting that the City needs to step up and finish connections.)

-Nate Richmond suggested that P & Z and the City Council need to focus on separating land use decisions from an emotional response resulting from opposition from neighbors, NIMBY's, etc. Nate encouraged strong plans as opposed to more flexibility which often results in NIMBY-ism and ad hoc decision making.

-Commissioner note: Agree with Mr. Richmond's comments. The placation of those appearing in the Council chambers (including developers) without regard to the actual rules in place is an appalling piece of bad policy which not only encourages NIMBY but also the "ask for forgiveness" syndrome. It is believed that the City is at risk of a lawsuit at some point because there is no apparent continuity in enforcement between individual cases.

-Randy Hall and Lisa Burrige want the City to accept MYLARS earlier/sooner so that they will be signed and ready to record upon final reading.

-Staff Note: MYLARS are currently submitted AFTER final City Council approval. They require signatures from the Community Development Director, City Engineer, City Surveyor, City Clerk, Mayor, Planning and Zoning Commission Chairman, and all property owners. Every person that signs the plat reviews the MYLAR before they sign it, and many times, as the MYLAR progresses, errors are found and the MYLAR is returned to the applicant/engineer to make changes, which starts the process over again. If everything goes smoothly, it takes 1-2 weeks typically to get all necessary signatures once a correct MYLAR is submitted. Staff has discussed allowing the applicants to bring in MYLARS prior to final approval by Council as a way to speed up the process; however, if the City Council makes any changes it will necessitate the creation of a new MYLAR and obtaining new signatures.

-Scott Sutherland discussed phasing of projects with warrants/benchmarks for when infrastructure gets constructed. He used the signals along East Second Street as an example of putting infrastructure in before it is needed.

-Randy Hall "Why are sewer lift stations discouraged?" Public Services Director, Andrew Beamer, responded that ongoing operation and maintenance are an issue.

-Robin Mundell suggested inclusionary zoning as a way to address the affordable housing situation in Casper, whereby developers are forced to construct a certain percentage of the project as affordable. Nate R. stated that in his experience, it doesn't work. He gave the example of Jackson, WY where developers always do a payment in lieu of affordable housing instead.

-Robin Mundell asked what needs to be done to address utility companies in order to help developers.

-Lisa Burrige responded that Rocky Mountain Power cannot answer questions without a final plat. They refuse to give answers or advice early in the process. When gas and electric costs are unknown it scares developers. Scott Sutherland said that unknown costs for utilities definitely stifles employment and economic development in his experiences, both as a developer, and as an economic development professional.

-In the past, Council work sessions were not required for every little thing. Work sessions should only be required in special cases, to address an unusual issue or problem. Work sessions add a month to the development process.

-Scott Sutherland and Randy Hall both requested that the City and the developers get together soon to work on legislative issues which hopefully WAM can address.

-Commissioner note: Is it in the City's interest to negotiate State Statute on behalf of special interests?

- Take risk away from developers, and shift more to the City.

-Commissioner note: This means "take cost away from developers and shift more to the City." All business involves risk. This is speculative building and development, so why should the citizens underwrite the risk?

Conclusions for the City Council to Consider

- Casper developers want predictability and they are always looking for indicators of future growth: City plans, infrastructure investments, etc.
- Development can be a zero-sum situation. Reducing risk and costs for developers may mean that the City must instead take on the risks and costs. This is something that policy makers need to be aware of. Ideally, (and obviously) we should seek out those arrangements that benefit both parties, or at least do not incur costs to our organization. What should the City's role be and what kind of risks should the City be taking, ethically or legally, with the public's money? Should the City be "the bank" for developers? If so, why not be "the bank" for other types of business ventures?
- Several overlapping and common interests exist, particularly when it comes to economic development (ED) outcomes. The difficulty in all of this is that a great deal of our City's ED power is dictated by State Statute. This is something that should be looked into so that we have a clear understanding of what the City's capabilities are.

-Staff note: The City Attorney has looked in great detail at the legality of Economic Development activities by the City. This may be another area that could be improved through legislative efforts at the State level.

-Commissioner note: Annexations and replats should continue to require three (3) readings in order to give the public the opportunity to participate. It is agreed that annexations shouldn't take six (6) months, but three (3) months seems reasonable.

- Financing infrastructure is always a sticky issue. Today, we require ad hoc and often unpredictable infrastructure improvements for transportation systems of all scales (trails to arterials). Changes to our infrastructure financing systems could lead to much more effective, predictable, and fairer outcomes for all parties.

Planning and Zoning Commission Next Steps

- The MPO funded Arterial and Collector study, to develop better planned street infrastructure and provide predictability to both the City and the development community, needs to move forward.
- Impact fees for things such as arterials/collector streets, street lights, parks, etc. should be considered.
- The Comprehensive Land Use Plan update must have Council and Commission involvement.
 - Commissioner note: Definitely feel the need for the City Council to work more closely with their Planning and Zoning professions (both staff and Commissioners).*
- Implementing the Parks Plan, and improving the trail and park network in the City, will be a partnership with the "Trail Czar" consultant.