

SPECIAL COUNCIL MEETING AGENDA



**Casper City Council
City Hall, Council Chambers
Tuesday, December 22, 2020 4:30 p.m.**

Please note that COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: CouncilComments@casperwv.gov

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. RESOLUTIONS
 - A. Authorizing Certain City of Casper **Liquor License Holders to Temporarily Utilize the Public Street Adjacent to the Licensed Premises to be Used as a Drive Up.**
 - B. Authorizing the City to Enter into a **Debt Workout Agreement with the Downtown Development Authority.**
4. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL
5. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, January 5, 2021 – Council Chambers
6:00 p.m. Tuesday, January 19, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, January 12, 2021 – Council Chambers
4:30 p.m. Tuesday, January 26, 2021 – Council Chambers

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

December 16, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
John Henley, City Attorney *JH*

SUBJECT: Resolution Authorizing Certain City of Casper Liquor license Holders to utilize the Public Street Adjacent to the Licensed Premises to be used as a Drive Up in Response to the Eighteenth Continuation, and Modification, of Statewide Public Health Order (No. 1) Regarding Bars, Restaurants, Theaters, Gymnasiums, Childcare Facilities, K-12 Schools, Colleges, Universities, and Trade Schools.

Meeting Type & Date

Special Council Meeting
December 22, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize certain City of Casper liquor license holders to temporarily utilize the public street adjacent to the licensed premises to be used as a drive up.

Summary

Recently, the Eighteenth Continuation, and Modification, of Statewide Public Health was signed by the State Health Officer on December 7, 2020, in an effort to stop the spread of the coronavirus (COVID-19). The Public Health Order was adopted and Section 2 limits and affects services provided by bars, taverns, breweries, microbreweries, distillery pubs, and tasting rooms offering alcoholic beverages for on premises consumption.

The Casper City Council wanted to provide assistance to liquor license holders who are restricted by the continuation of the Public Health Order. Therefore, Council asked Staff to provide assistance is to suspend enforcement of Casper Municipal Code Section 5.08.260 subsections A., and F., to the extent that bars, taverns, breweries, microbreweries, distillery pubs, and tasting rooms will be permitted to utilize the public street adjacent to the licensed premises as a drive up, with the restriction that the purchasing party will not be able to receive the purchased product, unless the purchasing party has fully exited the vehicle.

The suspension of enforcement of subsections A., and F., shall be effective until the expiration of the provisions of the Public Health Order requiring the mentioned license holders to close

operations for on-premises consumption from 10:00 p.m. to 5:00 a.m. Liquor license holders will still be required to comply with Section 5.08.260 subsections C. through E. and G. through H.

Financial Considerations

None.

Oversight/Project Responsibility

Casper Police Department
John Henley, City Attorney
Fleur Tremel, City Clerk

Attachments

Resolution
Code § 5.08.260

RESOLUTION NO.20-238

A RESOLUTION AUTHORIZING CERTAIN CITY OF CASPER LIQUOR LICENSE HOLDERS TO UTILIZE THE PUBLIC STREET ADJACENT TO THE LICENSED PREMISES TO BE USED AS A DRIVE UP IN RESPONSE TO THE EIGHTEENTH CONTINUATION, AND MODIFICATION, OF STATEWIDE PUBLIC HEALTH ORDER (NO. 1) REGARDING BARS, RESTAURANTS, THEATERS, GYMNASIUMS, CHILDCARE FACILITIES, K-12 SCHOOLS, COLLEGES, UNIVERSITIES, AND TRADE SCHOOLS, AND CONTINUATIONS THEREOF.

WHEREAS, the Eighteenth Continuation, and Modification, of Statewide Public Health Order (No. 1) Regarding Bars, Restaurants, Theaters, Gymnasiums, Child Care Facilities, K-12 Schools, Colleges, Universities, and Trade Schools (Public Health Order) was signed by the State Health Officer on the 7th day of December 2020, in an effort to stop the spread of the coronavirus (COVID-19); and,

WHEREAS, the Public Health Order was adopted subsequent to an emergency declaration of the Governor of the State of Wyoming; and,

WHEREAS, Section 2 of the above Public Health Order limits and affects services provided by bars, taverns, breweries, microbreweries, distillery pubs, and tasting rooms offering alcoholic beverages for on premises consumption; and,

WHEREAS, the Casper City Council wants to provide assistance to liquor license holders who are restricted by the continuation of the Public Health Order; the desired method to provide assistance is to suspend enforcement of Casper Municipal Code Section 5.08.260 subsections A., and F., to the extent that bars, taverns, breweries, microbreweries, distillery pubs, and tasting rooms will be permitted to utilize the public street adjacent to the licensed premises as a drive up, with the restriction that the purchasing party will not be able to receive the purchased product, unless the purchasing party has fully exited the vehicle. The suspension of enforcement of subsections A., and F., shall be effective until the expiration of the provisions of the Public Health Order requiring the mentioned license holders to close operations for on-premises consumption from 10:00 p.m. to 5:00 a.m.; and,

WHEREAS, Liquor license holders will still be required to comply with Section 5.08.260 subsections C. through E. and G. through H.

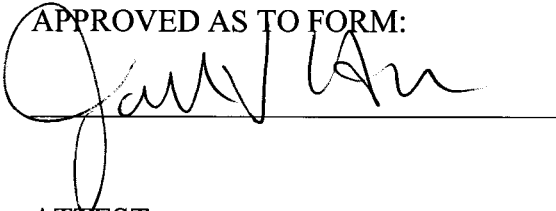
NOW, THEREFORE, BE IT RESOLED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the enforcement of Casper Municipal Code Section 5.08.260 subsections A., and F., shall be suspended for liquor license holders of bars, taverns, breweries, microbreweries, distillery pubs, and tasting rooms with the restrictions that the drive up

area must be adjacent to the licensed premises and the purchasing party must fully exit the vehicle for the transaction.

BE IT FURTHER RESOLVED that the suspension of enforcement of subsections A., and F., shall be effective until the expiration of the provisions of the Public Health Order requiring the above described license holders to close operations for on-premises consumption from 10:00 p.m. to 5:00 a.m..

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

5.08.260 - Use of drive-in areas—Restrictions.


Upon approval of the city council, a drive-in area adjacent or contiguous to the licensed room may be used by the holder of a retail liquor license for taking orders, making delivery of and receiving payment for alcoholic liquors or malt beverages under the following conditions:


- A. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;
- B. Repealed;
- C. The area shall be well lighted and subject to inspection by the city council or its designees at any and all times;
- D. No walls or screens shall interfere with observing and checking the part of the area used for orders, delivery and payment;
- E. No order shall be received from, nor delivery made to, a person under twenty-one years of age or an intoxicated person in the area;
- F. No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales;
- G. Alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in the original, unopened package, and consumption of alcoholic liquor or malt beverages in the drive-in area shall not be permitted; and
- H. No retail liquor license may be renewed, granted or transferred for any establishment having what is commonly known as a "drive-up" window, door or other service area intended to allow the purchase of alcohol from a motor vehicle. However, nothing in this section shall prohibit the renewal or transfer of a license for an existing establishment having a "drive-up" window in operation prior to the effective date of the ordinance codified in this section at its current location or on adjacent and abutting real property. Should the license be transferred to a new location which is not on adjacent and abutting real property, a "drive-up" window shall not be allowed.

(Ord. No. 9-17, § 7, 6-20-2017; Ord. 20-06 § 1, 2006; Ord. 8-88 § 4, 1988; Ord. 25-86 (part), 1986: prior code § 3-34)

(Ord. No. 2-19, 3-5-2019)

December 18, 2020

MEMO TO: City Council
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: Downtown Development Authority Workout Agreement

Meeting Type & Date
Special Council Meeting
December 22, 2020

Action type
Information and direction requested, or adopt resolution to authorize the Debt Workout Agreement attached.

Recommendation
Adopt the Resolution authorizing the City to enter into the attached “Debt Workout Agreement.”

Summary
The Downtown Development Authority (DDA) leased the 135 North Ash Street property (formally known as Lenhart, Mason and Associates, LLC, Certified Public Accountants building) from the City of Casper. The Lease was for a three (3) year term with the option for an additional two (2) year renewal. The Lease Agreement began January 19, 2016. The last day of the Lease with the two extensions is January 19, 2021.

In addition, the Lease included ten (10) parking spaces located in the parking lot lying adjacent to, and to the west of the Casper City Hall located at 200 North David Street, Casper, Wyoming 82601. The City was to be paid the total sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for the three-year primary Lease Term of the Lease, payable at a rate of One Hundred Sixteen Thousand Dollars (\$116,000.00) for each of the first two (2) annual terms of the Lease, and the sum of One Hundred Eighteen Thousand Dollars (\$118,000.00) for the third annual term of the Lease.

The payments for the two additional years of the extension of the Lease (year four and year five) required the DDA to pay the City the sum of One Hundred Sixteen Thousand Six Hundred and Sixty-Seven Dollars (\$116,667.00) as rent for each additional annual term. In 2018, the third year of the Lease, and well before the COVID-19 pandemic, the DDA was successful in getting some rent help from the State, which paid off the DDA’s Lease payments for 2018 and approximately Seventy Two Thousand Two Hundred Dollars (\$72,200.00) towards the 2019 Lease payment. Since 2018, the DDA has made only Twelve Thousand Five Hundred Dollars (\$12,500.00) in payments. The unpaid Lease payments to the City total One Hundred Forty Eight Thousand Six Hundred Thirty Nine Dollars and Eighty-Nine Cents (\$148,639.89).

During the Work Session of December 8, 2020, the DDA requested a waiver for the One Hundred Forty-Eight Thousand Six Hundred Thirty Nine Dollars and Eighty-Nine Cents (\$148,639.89) debt. The Council discussed this and while it seemed there was a desire to potentially assist the DDA with the debt, there was not sufficient interest in a workout until the DDA could establish a foundation in the future and explain how it was going to generate sufficient revenue to move forward.

In the days that followed, staff (I) reached out to the DDA and discussed ways to potentially assist it by using the DDA's indebtedness and the possibility of the City's diminution of that indebtedness, to assist in motivating the DDA's donor base to make end-of-the-year donations and ongoing donations over the next twenty months.

The DDA explained the basic concern of donors; that if a donor made a donation it would not go to activities in the downtown area but would be conveyed to the City to pay down the debt; by utilizing the debt, for which the DDA has no foreseeable ability to pay, the DDA gets hopefully, an immediate opportunity to raise funds with the motivation that the donations will diminish the debt, but also will be fully available to be used for DDA purposes.

Financial Considerations

Likely a wash, but the agreement also clarifies the transfer of the Ash Street properties possession and risk of loss, which may have some beneficial purpose. In addition, if the DDA is able to use the newly donated funds for ongoing activities, the DDA may help generate a more active and busy city core.

Oversight/Project Responsibility

John Henley, City Attorney
Tom Pitlick, Financial Services Director

Attachments

Proposed Resolution and Debt Workout Agreement

DEBT WORKOUT AGREEMENT

This Debt Workout Agreement (“Agreement”) is entered into by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”); and the Downtown Development Authority of Casper, Casper, Wyoming 82601 (“DDA”); the City and the DDA collectively referred to as the “Parties.”

RECITALS

WHEREAS, the DDA was established by the City of Casper, Wyoming, pursuant to W.S. §15-9-201 *et seq.* and was created pursuant to Casper city Ordinance 4-88 § 2 in 1988 and,

WHEREAS, by the creation of the DDA, the City of Casper has elected to delegate its powers under the above-referenced statutory provisions for the purposes thereof; and,

WHEREAS, the Parties entered into a Lease Agreement dated January 19, 2016, wherein the City as Lessor leased and the DDA as Lessee, leased the property generally known as 135 North Ash Street, Casper, Wyoming 82601; the property is more particularly described:

East Fifteen (15) Feet of Lot 1, and all of Lots 2, 3, 4, and 5, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming and,

In addition, the lease included ten (10) parking spaces located in the parking lot lying adjacent to, and to the west of the Casper City Hall located at 200 North David Street, Casper, Wyoming 82601 and,

WHEREAS, the Lease Agreement was entered into after the DDA purchased the State Office Building then located at 226 South David and agreed to bear the burden of relocation of the operations and employees housed at that location to the 135 North Ash Street location. After this purchase the property as 226 South David was deeded back to the City.

WHEREAS, the lease was made for a primary term of three (3) years, but a two (2)-year extension provision was also included to extend the last day of the lease until January 19, 2021. The DDA extended the Lease and,

WHEREAS, the monetary payments for the Leasehold to be paid by Lessee to Lessor, in the total sum of Three Hundred Fifty Thousand Dollars (\$350,000) for the three-year Primary Lease Term of this Lease, payable at the rate of One Hundred Sixteen Thousand Dollars (\$116,000) for each of the first two annual terms of this Lease, and the sum of One Hundred Eighteen Thousand Dollars (\$118,000) for the third annual term of this Lease. The rent due for each annual term was to be due and payable to the Lessor on or before the beginning of each annual term of this Lease and,

WHEREAS, the monetary payments for the two additional years of the extension of the Lease (year four and year five) required the Lessee to pay to the Lessor the sum of One Hundred

Sixteen Thousand Six Hundred and Sixty-Seven Dollars (\$116,667) as rent for each additional annual term. The rent due for the fourth annual term was due and payable to the Lessor on or before the beginning of the fourth annual lease term, and for the fifth annual term, again the payment was due on or before the beginning of the fifth annual term and,

WHEREAS, the payment summary¹ for the 5 years of the Lease is:

Downtown Development Authority – Lenhart Bldg. 135 N. Ash St. Lease

2016 Date	Amount	
Billed	116,000.00	
Paid	116,000.00	Pd. by DDA
2017 Date	Amount	
Billed	116,000.00	
Paid	116,000.00	Pd. by DDA
2018 Date	Amount	
Billed	118,000.00	Pd. by State of Wyoming
Paid	190,194.11	This paid the \$118,000.00 2018 invoice/billing and paid \$72,194.11 toward 2019’s lease payment
2020 Date	3/3/2020	158,639.89 This bill consisted of \$44,472.89 minus a \$2,500.00 payment from DDA which the City received on 2/27/2020, leaving a balance of \$41,972.89 for 2019 plus \$116,667 for 2020
	3/16/2020	2,500.00 Pd. by DDA
	4/20/2020	2,500.00 Pd. by DDA
	5/18/2020	2,500.00 Pd. by DDA
	6/19/2020	2,500.00 Pd. by DDA
Balance still owing	148,639.89	

WHEREAS, the DDA during the pendency of the above-described Lease, made necessary improvements addressing code, health and safety and ADA compliance issues into the City-owned property at 135 North Ash Street. To date, the DDA has contributed \$300,000 into the City-owned property at 135 North Ash Street. In addition, utility and minor maintenance payments have been made by the DDA to the City averaging \$35,000 per year. The DDA has also made the Lease payments as outline above. The City, during the term of the above-described Lease, paid approximately One-Quarter Million Dollars for HVAC replacement and mowed the leased property yard, shoveled the walks and cleared the parking spaces of snow.

WHEREAS, in light of the above discussed debt, the DDA has thus far declined to request

¹ TOTAL LEASE PAYMENTS DUE/PAYMENTS	583,334
Total Paid – DDA	(244,500)
Total Paid – State of Wyoming	(190,194)
NOT PAID	148,639.89

Optional 1% #16 Funds.

NOW, THEREFORE, the Parties hereto 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 as part of this Agreement.

ARTICLE II: DEBT WORKOUT

1. The Lease term ends as of January 19, 2021. The property will be returned to the City January 20, 2021; risk of loss or casualty shall pass from the DDA to City on January 20, 2021. City shall endeavor to negotiate with the sub-lessee, the State of Wyoming, for the period of January 20, 2021 to when the State employees, currently in the leased premises, may move into the new State Office Building.
2. The City and the DDA, in an effort to further assist the DDA and provide it with Opportunities to obtain new donations, sponsorships and grants agree: That performance by DDA in fulfilling the following requirements to obtain diminutions of the \$148,639.89 debt and that upon such fulfillment City shall release the indebtedness (\$148,639.89) to the extent that the DDA can obtain new donations, sponsorships and grants (after the effective date of the Agreement) in a ratio of 2:1 (two dollars donated to the DDA will decrease the debt owed to the City by one dollar). The required benchmarks to be met by the DDA are:
 - A. DDA shall have until April 30, 2021 to get new donations, sponsorships and grants (hereafter raise) no less than Forty Thousand Dollars (\$40,000) in liquid funds, U.S. dollars, toward the first debt diminution of Twenty Thousand Dollars (\$20,000);
 - B. DDA shall have until the end of June, 2021 to raise no less than an additional Sixty Thousand Dollars (\$60,000) in liquid funds, U.S. dollars, toward the second debt of diminution Thirty Thousand Dollars (\$30,000);
 - C. DDA shall have until August 31, 2021 to raise no less than an additional Sixty Thousand Dollars (\$60,000) in liquid funds, U.S. dollars, for the third debt diminution of Thirty Thousand Dollars (\$30,000);
 - D. DDA shall have until October 31, 2021 to raise no less than an additional Forty Thousand Dollars (\$40,000) in liquid funds, U.S. dollars, for the fourth debt diminution of the DDA debt to the City by Twenty Thousand Dollars (\$20,000);
 - E. DDA shall have until June 30, 2022 to raise no less than an additional Forty-Eight Thousand Six Hundred Thirty-Nine Dollars $.89/100$ (\$48,639.89) in liquid funds, U.S. dollars, to obtain the fifth debt diminution of Twenty-Four Thousand Three Hundred Nineteen Dollars and $.95/100$ (\$24,319.95) from the City; and,

- F. DDA shall have until September 30, 2022 to raise no less than Forty-Eight Thousand Six Hundred Thirty-Nine Dollars .89/100 (\$48,639.89) in liquid funds, U.S. dollars, to obtain a debt diminution of Twenty-Four Thousand Three Hundred Nineteen Dollars and .95/100 (\$24,319.95) from City and a complete release of the lease debt as referenced in the Recitals herein.
- G. Any raise, whether done within the benchmark dates above or prior to each individual benchmark range of dates shall be counted against the total debt diminution.

Time is of the essence and failure to make any benchmark will be a breach of this Agreement by the DDA and the debt remaining from the \$148,639.89 shall become fully due and payable upon notice of the breach.

ARTICLE III: ACCOUNTING AND AUDIT

The DDA shall provide to the Casper City Manager's Office, on or before twenty (20) days after the deadline benchmark dates in the preceding paragraph, and at any other time as may be requested by the City, a complete and accurate report and audit of the qualifying raise of funds donated to the DDA to diminish the debt (\$148,639.89) acknowledged and referenced herein.

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the DDA which relate to the donations being provided to the DDA for the purpose of making an audit or examination thereof.

ARTICLE IV: FORBEARANCE BY CITY OF CASPER

The forbearance of acting upon any breach in any of the terms and conditions of this Agreement shall not be construed as being a continuing or permanent forbearance or waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings.

ARTICLE V: AGREEMENT CONSTRUCTION

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such term, covenant, condition or provision be reduced in scope by the court only to the extent deemed necessary by that court to render the term, covenant, condition or provision reasonable and enforceable and the remainder of the term, covenant, condition or provision of this Agreement will in no way be affected, impaired or invalidated as a result.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

The DDA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The DDA shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or

disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DDA shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The DDA shall state in all employment advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

ARTICLE V: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of their principals hereby state that they have requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. The Resolution of the DDA Board of Directors has approval and agrees to this Debt Workout Agreement. It is attached as Exhibit B and authorizes Kevin Hawley to execute this Debt Workout Agreement.

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

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

The DDA shall not assign or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

The terms and conditions of this Agreement shall be binding upon the parties hereto, and their respective assigns and successors.

This Agreement shall be governed by the laws of the State of Wyoming. The DDA shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments.

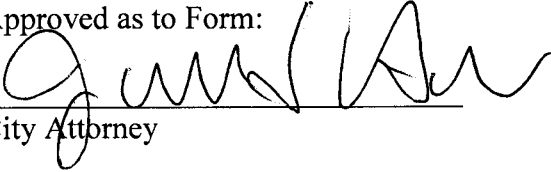
The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the ____ day of December, 2020.

Approved as to Form:



City Attorney

Attest:

THE CITY OF CASPER, WYOMING
A municipal corporation:

Fleur Tremel, City Clerk

Steven K. Freel, Mayor

THE DOWNTOWN DEVELOPMENT
AUTHORITY OF CASPER:

Kevin Hawley, Executive Director

STATE OF WYOMING)
)
COUNTY OF NATRONA)

Subscribed and sworn to before me by Kevin Hawley, Executive Director of the Downtown Development Authority of Casper, who states and affirms he has authority to execute this Agreement on behalf of the Downtown Development Authority this ____ day of December, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

RESOLUTION NO. 20-239

A RESOLUTION AUTHORIZING A DEBT WORKOUT AGREEMENT BETWEEN THE CITY OF CASPER AND THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA).

WHEREAS, the Downtown Development Authority (DDA) was established by the City of Casper, Wyoming, pursuant to W.S. §15-9-201 *et seq.* and was created pursuant to Casper City Ordinance 4-88 § 2 in 1988; and,

WHEREAS, authority is granted to cities and towns by Wyoming State Statutes §15-1-103(a) to manage, lease, rent and regulate the use of municipal property; and,

WHEREAS, the City of Casper and the DDA entered into a Lease Agreement dated January 19, 2016, wherein the City as Lessor leased and the DDA as Lessee, leased the property generally known as 135 North Ash Street, Casper, Wyoming 82601, more particularly described in the Agreement; and,

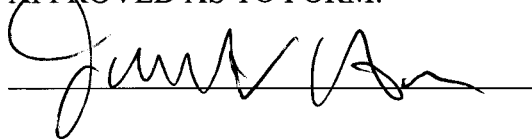
WHEREAS, the DDA has been unable to fulfill the payments required by the Lease Agreement and extensions thereof; and,

WHEREAS, in an effort to assist the DDA, the City of Casper wishes to enter into a Debt Workout Agreement.

NOW, THEREFORE, BE IT RESOLED 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, the Debt Workout Agreement between the City of Casper, Wyoming, and the Downtown Development Authority, which is attached to this Resolution.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor