

COUNCIL WORK SESSION
Tuesday, June 14, 2016, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. Transit Authority Discussion (Andrew Nelson)
2. COP Logic (Sgt. Jeremy Tremel, Scott Hoffman)
3. Development Proposal for a Privately-Funded Convention Center (Liz Becher)
4. City Manager Report
5. Future Agenda Review
6. Council Around the Table

June 1, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director *lb*
Andrew Nelson, MPO Manager *AN*

SUBJECT: Staff Recommendation Regarding the Creation of a Transit Authority

Recommendation:

At this time, creating a transit authority is not in the best financial interests of the City of Casper. However, an independent authority is a worthwhile organizational development and should be pursued when local economic conditions improve.

Summary:

For the last three years, MPO staff has been examining alternatives to the management structure of the local transit system. Various alternatives were identified in the 2014 "Transit Management Continuity Plan" and the 2015 "Transit Development Plan". Each of these plans determined that an independent transit authority would be advantageous to the general public. Some reasons for these determinations include:

- Centralized control and accountability for the transit program
- Streamlined program administration
- Possibility for a transportation mill levy
- More rider-responsive transit operations
- Long term employee recruitment and succession
- Comparable systems consistently outperforming Casper in terms of riders served and revenue generated

Staff has been aggressively pursuing the creation of a transit authority since January 2016. However, as the economic conditions in Casper have continued to result in lower sales tax revenues and the creation of an independent organization consistently results in higher costs, staff no longer recommends creating the authority in the short term.

The MPO also considered a hybrid City-Joint Powers Board option wherein all transit staff would be City employees assigned to serve an independent board. This alternative would have saved approximately \$300,000 over the course of five years but would have also increased costs above FY16 levels thereafter.

Staff recommends tabling the transit authority at this time and reconsidering it when the local economy improves. In the short term, CATC will remain the transit contractor for the City. Federal regulations require that these types of contracts be completed at least every five years, and FY17 is the final year of CATC's current five-year term. The MPO will prepare a Request for Proposals for Transit Management Services when the current contract expires at the end of FY17, and we expect CATC will submit a new proposal at that time.

Level of Service	Description	Demand Response	Fixed Route	Weekend DR	Weekend FR	12 Hour Day
A	\$2,342,000 (FY16 Actual)					
B	\$2,159,000 (FY17 Proposed – Minor Route Revisions)					
C	\$2,099,000					
D	\$2,039,000					
F	\$1,742,660 (10 hour day)					

June 8, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Jim Wetzal, Chief of Police 
SUBJECT: Online Police Reporting System (CopLogic)

Recommendation:

The Casper Police Department recommends expanded use of online reporting.

Summary:

In 2012, the Casper Police Department (CPD) began using CopLogic's *DeskOfficer Online Reporting System* (DORS) to facilitate online reporting for the citizens of Casper. DORS is integrated with the Department's records management system (RMS) allowing citizens to file reports from any personal computer or mobile device with Internet access. Once a citizen has filed a report and the online reporting process is complete, citizens can print a copy for their own records while a permanent record is stored in the Department's RMS.

Although the Department implemented DORS in 2012, online reporting has not been widely advertised by the Department or widely used by citizens. Due to recent budgetary constraints from declining revenues, and in conjunction with the Department's ongoing resource needs and efficiency assessment, it is clear the Department needs to expand access to the public while allowing patrol officers to more readily respond to in-progress calls and address quality of life issues.

To better serve the citizens and the community the CPD will expand the use of online reporting as an alternate reporting mechanism for citizens wishing to file certain reports that are primarily needed for insurance, banking, or other non-statutory purposes. Additionally, this expansion will afford citizens a flexible and more responsive avenue to interact with the CPD. The CPD will begin an advertising campaign in mid-June 2016 to inform citizens of the reporting expansion. The campaign will include public service announcements (PSAs), media releases, social network and City website announcements, and word of mouth from CPD personnel. Customer service review and analysis of both online and in-person reporting will be regularly conducted by Department personnel to ensure proper service is provided to the community.

June 10, 2016

MEMO TO: His Honor, the Mayor, and Members of City Council

FROM: V.H. McDonald, City Manager
Liz Becher, Community Development Director 

SUBJECT: Development Proposal for a Privately-Funded Convention Center

Recommendation:

For informational purposes only.

Summary:

The new owner/developer of the Parkway Plaza, CRU Casper, LLC presented their redevelopment plans for the property at the January 26, 2016 work session. Since that time, CRU Casper has been in discussions with the City of Casper about the planned improvements to their property located at 123 West "E" Street in Casper, Wyoming, to include the creation of a resort, spa, and convention center. City staff has been encouraged by the discussions because the privately funded improvements will be beneficial to the economic growth and health of the City, at the gateway to downtown Casper.

In working with CRU, a phased approach for the development plan of the convention center has been discussed. Benchmarks have been included for the phases which provide direction for the development and necessary improvements

A synopsis of the phases is provided:

PHASE I

1. Obligations of the Developer

a. Design of the Convention Center

- i. Developer shall provide conceptual drawings to the City for the construction of a forty thousand (40,000) square foot, more or less, convention center on its property, located generally south of the existing Parkway Plaza Casper Resort, Spa and Convention center, 123 West "E" Street, Casper, Wyoming. The convention Center shall have a twenty-five thousand (25,000) square foot ballroom, more or less; five break out rooms, and office space.

- ii. At a minimum, the conceptual drawings shall include the following:
 - 1. Building footprint(s).
 - 2. General parking lot layout, including at least five, free, public access parking spaces with easy access to the boat ramp.
 - 3. Site lighting.
 - 4. Architectural elevations.
 - 5. Cross sections.
 - 6. Floor plans.
 - 7. Utility connections (water, sewer, gas and electrical).
- iii. All drawings shall be provided to the City in AutoCAD Civil 3D (2015) or a compatible format.
- iv. All drawings shall be sufficiently detailed to allow an independent, third party, registered, Wyoming firm (e.g. engineering, architectural or construction management firm) to provide a guaranteed maximum price estimate for the convention center.

b. Gross Maximum Price (“GMP”) Estimate

- i. Developer shall provide an independent, rough estimate from a Wyoming licensed architectural, engineering or construction management firm for the convention center.
- ii. The rough estimate shall be based upon the drawings provided to the City, and any subsequent addenda thereto.

c. Due Diligence

- i. The Developer understands that the City requires assurance of the Developer’s ability to fund construction of the convention center. Developer shall provide the City or its designated consultant with all documents that are required for exercise of the City’s financial, commercial and operational due diligence. All requested documents shall be provided in a commercially reasonable time-frame. As examples, and not as limitations, the City may request, and the Developer shall provide, information requested about its:
 - 1. Total value or market capitalization: diversification of revenue streams, size of the investor base, liquidity, and assets.
 - 2. Gross revenue, margins and return on equity trends: profit margin, return on equity, growth in equity or debt.

3. Competition and industry: position in the industry, volatility because of competition.
4. Valuation: price-to-earnings ratios, price-to-earnings-growth ratios, cost to build a building compared to the value of the entire property.
5. Quality of management and ownership: track record, professional designations, percentage of shares owned by owners, mutual funds.
6. Balance sheet information: financial statements for past years, revenue forecasts and associated expenses for past years, cash flow statements and/or cash flow available for debt service, return on equity calculations, and borrowing capacity.
7. Supply/demand: price to build the convention center in the past three and six months, and one, two, three, five and ten years ago versus today and versus projections.
8. Dilution: whether there is real estate inventory that could be brought to the market nearby
9. Future expectations: price trends and interest rate opinions.
10. Risk: worst case scenarios effect.
11. Business plan review.
12. Operational and financial planning.
13. Working capital.
14. Human resources.
15. Sales and marketing effectiveness.
16. Other relevant items of inquiry.

2. Obligations of the City

a. Platte River Revival Projects

- i. The parties understand that the City has an on-going, year-by-year project, generally referred to as the Platte River Revival. Funding for that project is largely dependent upon grants and other sources outside

of the City, and is not guaranteed. One of the proposed, Platte River Revival projects would clean-up portions of the North Platte River bank, west of the Platte River Parkway Trail, in the vicinity of the property owned by the Developer.

- b. **Street names and addresses.** The City shall rename West “E” Street to “Parkway Plaza Drive,” and re-address the Parkway Plaza Casper Resort, Spa and convention center as “1 Parkway Drive.”

3. Mutual Obligation of Confidentiality

4. Completion Date

The work required under Phase I shall be completed no later than September 30, 2016, except that any funded and feasible, Platte River Revival projects shall be completed during the next, yearly scheduled project cycle.

5. Option to Continue to Phase II

- a. If the parties are satisfied with each other’s performance under Phase I, and want to move forward to the next phase of this MOU, each party shall execute a *Notice of Satisfactory Performance*. Upon execution by an authorized representative of both parties, the parties shall proceed to Phase II.
- b. If any party chooses to end its participation under this MOU, for any reason, it shall notify the other party, in writing, and this MOU shall terminate and be of no further force and effect. In the event of unsatisfactory performance or non-performance by a party, termination by written notice is the exclusive remedy of any party under Phase I of this MOU.

A. PHASE II

1. Obligations of the Developer

- a. **Site Plan.** Developer shall prepare and submit a site plan for the convention center to the City Community Development Department for review and approval. The site plan shall be in accordance with the Casper Municipal Code, and based upon the conceptual drawings provided during Phase I, plus any subsequent modifications thereto.
- b. **Construction Budget.** If the convention center site plan has been approved by the City, Developer shall prepare, and present to the City, a detailed construction budget, verified for accuracy by a Wyoming licensed architectural, engineering or construction management firm.

- c. **Due Diligence.** Developer shall provide/assurance of the ability to fund construction, evidenced by loan commitments from lender(s), verification of assets if internally financed, or other documents recommended by the City's due diligence consultant.
- d. **Additional Landscaping.** Developer will provide a written Letter of Commitment to the City to add new landscaping on the north side of the Developer's property, and improving the aesthetics of the property as viewed from Interstate 25. A landscaping plan shall be submitted to the City for review and approval.
- e. **Recreational, Public Access Easements.** Developer shall provide public access easements, in a form acceptable to the City, for at least five, free, perpetual public access parking spaces with easy access to a boat ramp for recreational uses.

2. Obligations of the City

a. Conceptual Drawings and Cost Estimates for Streets and Underpasses

- i. The City shall develop preliminary, conceptual drawings and cost estimates to beautify and improve West "D" Street, West "E" Street, the North Center Street Railroad Underpass, and the Platte River Parkway located south of, and beneath the Interstate 25 underpass. At a minimum, the conceptual drawings shall include:
 - 1. Lighting, railings, walkways, and general aesthetic upgrades for the underpasses.
 - 2. Traffic Management Improvements: street lane configurations, general traffic flow, and access for buses.
 - 3. Beautification and aesthetic upgrades along the streets and surrounding rights-of-way.
 - 4. A landscaping plan.
 - ii. All conceptual drawings shall be produced in AutoCAD Civil 3D (2015) or a compatible format.
 - iii. All conceptual drawings shall be sufficiently detailed to allow for a guaranteed maximum price or engineer's estimate.
- b. **Letter of Commitment.** The City shall provide a letter of commitment, specifying City selected improvements from the conceptual drawings and cost estimates for streets and underpasses, concurrent with or after the build-out of

the convention center. By way of example, and not as a limitation, the City, subject to funding availability, may:

- i. Reconstruct West “D” and West “E” Streets, west of North Center Street, to standard City specifications for public streets, excluding the replacement of public utilities (water and sewer).
- ii. Provide and install pedestrian-scale lighting along the Platte River Parkway/Trail in the vicinity of the Developer’s property; clean up and re-pave the Parkway/Trail, and clear any noxious or invasive vegetation in the area.

3. Mutual Obligation of Confidentiality

The *Mutual Obligation of Confidentiality* section from Phase I is hereby incorporated by reference at this point as though fully set forth.

4. Completion Date

The work required under Phase II shall be completed no later than a date estimated by the Developer and provided to the City in writing, but, in no event, later than February 28, 2017.

5. Option to Continue to Phase III

- a. If the parties are satisfied with each other’s performance under Phase II, and want to move forward to the next phase of this MOU, each party shall execute a *Notice of Satisfactory Performance*. Upon execution by an authorized representative of both parties, the parties shall proceed to Phase III.
- b. If any party chooses to end its participation under this MOU, for any reason, it shall notify the other party, in writing, and this MOU shall terminate and be of no further force and effect. In the event of unsatisfactory performance or non-performance by a party, termination by written notice is the exclusive remedy of any party under Phase II of this MOU.

B. PHASE III

1. Obligations of the Developer

- a. **Permits and sureties.** Developer shall obtain all necessary permits and sureties required under the Casper Municipal Code before performing any demolition work at the convention center site, and before commencement of construction of the convention center.

- b. Convention Center Construction.** Developer shall construct the convention center and on and off-site improvements, as specified in the approved site plan, the building permits, and subdivision agreements (if any), all in accordance with the Casper Municipal Code.

2. Obligations of the City

- a. Letter of Commitment Work.** After a statutorily required public bidding process, and concurrent with the construction of the convention center, the City shall perform the City selected work specified in the executed Letter of Commitment, all subject to the funding limitations previously described in Phase II.
- b. Directional Signage.** At the Developer's sole cost and expense, and subject to the limitations of the Casper Municipal Code and WYDOT, the City shall install directional signage to the convention center off of Center Street, D Street and E Street.

3. Mutual Obligation of Confidentiality

The *Mutual Obligation of Confidentiality* section from Phase I is hereby incorporated by reference at this point as though fully set forth. However, the confidentiality obligations of this MOU shall only survive until January 1, 2019, at which point they shall terminate and be of no further force and effect between the parties.

4. Completion Date

The work required under Phase III shall be completed no later than a date estimated by the Developer and provided to the City in writing, but, in no event, later than March 31, 2018.

Prior to any development taking place, CRU Casper would obtain all necessary permits and approvals from the City, including any necessary public hearings and public notice, as required by state and local law. As outlined in the phases above, the City, as part of its due diligence process, would request, and CRU Casper would provide, information about their ability to build and operate a convention center before the City expends resources for public improvements.

The City has dedicated one-time funding for support of public infrastructure for the construction of a new convention center to be located within the City of Casper.