


November 21, 2025

**MEMO TO:** Zulima Lopez, Interim City Manager   
**FROM:** Nicholas Whipps, Interim Parks, Recreation, and Public Facilities Director  
**SUBJECT:** Authorizing Amendment No. 1 to the Lease Agreement with David Street Station to Provide Maintenance Support

**Meeting Type & Date**

Regular Council Meeting  
December 2, 2025

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorizes Amendment No. 1 to the Lease Agreement with David Street Station to provide maintenance support to the downtown plaza for the public benefit.

**Summary**

In April 2016, the City of Casper leased City-owned land to the Downtown Development Authority (DDA) for the development and operation of a public plaza. Ultimately, this resulted in the DDA fully funding construction of David Street Station to enhance downtown vitality and provide a community gathering space. Since opening, the plaza has become a key amenity, offering year-round cultural and recreational programming that improves quality of life and supports economic development. In May 2024, a nonprofit corporation assumed all rights and obligations under the lease from the DDA. Due to the nonprofit's limited resources, its Executive Director requested City assistance in spring 2025 for maintenance of specialized systems, including irrigation, splash pad, and ice plant. In recognition of City staff expertise, staff recommend providing targeted, in-kind maintenance support.

This amendment ensures the City's role is primarily in-kind, providing labor, equipment, and staff expertise, while avoiding new financial obligations. The exception is for a capped \$500 annual allowance for irrigation materials. This allowance covers small, sporadic purchases like replacement heads or fittings, preventing the administrative burden of tracking individual items and creating a clear, measurable framework for accountability. By structuring support this way, the City can deliver efficient, reliable maintenance for specialized, yet essential plaza infrastructure, safeguards resources, and promotes the long-term success of David Street Station without unsustainable financial burden. An amendment has been prepared and attached for Council's approval. Notable features include:

- **Landscaping Irrigation System:** The City will provide up to \$500 annually in irrigation-specific materials, along with labor and equipment for seasonal programming, inspections, repairs, and system start-up/winterization. Responsibilities exclude electrical, plumbing, and controller work. Third-party or weather-related damage is also covered, with recommendations provided for needed improvements.
- **Tree Maintenance:** The City will provide labor and equipment for trimming, disease/pest treatment, removal of dead trees, and planting replacements. The lessee remains responsible for purchasing new or replacement trees.
- **Splash Pad:** The City will operate and maintain the splash pad during the defined season, performing daily inspections, water quality testing, system checks, and documentation. The lessee covers material costs. City staff will secure the mechanical room to ensure safe and efficient operations.
- **Ice Plant Chiller:** David Street Station has purchased an ice plant chiller. The City will provide labor and equipment to operate and maintain the chiller, including inspections, cleaning, lubrication, repairs, and seasonal start-up/shutdown. As a condition of this support, David Street Station must provide proof of a manufacturer's warranty of at least one year and written confirmation that the initial start-up and shutdown shall be completed by the manufacturer or a certified contractor. The City's responsibility for operation, maintenance, or repair will begin only once these items are provided.
- **Door Locks:** The City will provide labor and equipment to key and program automatic door locks. The lessee must purchase replacement locks and key blanks when needed.

All work will be completed by existing Parks, Aquatics, and Buildings & Structures staff. Nearly all support under this agreement is in-kind, relying on current staff expertise and equipment. Hours will be monitored closely, and if commitments become too burdensome, the agreement can be reevaluated.

### **Financial Considerations**

The only direct financial expenditure under this agreement is a capped \$500 annual allowance for irrigation materials, consolidating minor upkeep costs into one measurable figure to avoid administrative inefficiency. All other City support is strictly in-kind, consisting of labor, equipment use, and staff expertise.

### **Council Priorities**

Community Engagement; Well-Maintained Infrastructure and City Facilities; Fostering and Promoting Economic Vitality; Livability and Quality of Life

### **Oversight/Project Responsibility**

Nicholas Whipps, Interim Parks, Recreation and Public Facilities Director  
 Matt Thomason, Buildings and Structures Manager  
 Randy Norvelle, Parks Manager

### **Attachments**

Resolution  
 Amendment No. 1

**AMENDMENT NO. 1 TO LEASE AGREEMENT  
(David Street Station – Maintenance Support)**

This Amendment No. 1 to the Lease Agreement (“**Amendment No. 1**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Casper, Wyoming, a municipal corporation (“**Lessor**”), and David Street Station, a Wyoming nonprofit corporation (“**Lessee**”), collectively referred to as the “**Parties.**”

**RECITALS**

**WHEREAS**, Lessor and the Downtown Development Authority (“**DDA**”) entered into a Lease Agreement dated April 12, 2016, recorded as Instrument No. 1010161 in the Natrona County Clerk’s Office (the “**Lease**”), for the development and operation of a public plaza known as David Street Station;

**WHEREAS**, pursuant to an Assignment and Assumption of Lease dated May 1, 2024, and with Lessor’s written consent, the DDA assigned all of its rights and obligations under the Lease to Lessee;

**WHEREAS**, Lessee has requested assistance from the Lessor in maintaining certain components of the Premises due to funding limitations;

**WHEREAS**, Lessor recognizes the leased premises as an important public amenity that enhances the quality of life for residents, supports economic development, and fosters civic engagement through year-round recreational and cultural programming in the downtown area;

**WHEREAS**, Lessor desires to support the continued success and accessibility of the leased premises by assisting with certain maintenance responsibilities, and thereby helping the facility remain safe, functional, and welcoming for the benefit of the entire community;

**WHEREAS**, Lessor is willing to provide limited maintenance services as described in Exhibit A, subject to the terms of this Amendment No. 1, and in consideration of the public benefit derived from the continued operation of the Plaza.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein at this point as if fully set forth.

## **2. AMENDMENT TO SECTION 11(B) – OPERATIONS, MAINTENANCE AND REPAIR**

Section 11(B) of the Lease is hereby amended to add the following paragraph:

Notwithstanding the foregoing, Lessor agrees to provide certain maintenance services for the Premises as described in Exhibit A, attached hereto and made a part of this Amendment No. 1. Lessor's provision of such services shall not be construed as an assumption of Lessee's general maintenance obligations under the Lease. **Lessee shall remain responsible for all other maintenance, operations, and financial obligations not expressly assumed by Lessor in Exhibit A.**

## **3. CONSIDERATION**

The Parties acknowledge that Lessor's provision of maintenance services constitutes valid legal consideration in support of this Amendment No. 1, in exchange for the continued public use and benefit of the Plaza and Lessee's ongoing operation of the Premises as a public gathering space, including, but not limited to, advertising the resources of Lessor under W.S. § 15-1-111.

## **4. TERMINATION OF MAINTENANCE OBLIGATIONS**

Lessor may terminate its maintenance obligations under this Amendment No. 1 upon thirty (30) days written notice to Lessee, provided that such termination shall not affect the validity of the Lease or Lessee's continuing obligations thereunder.

## **5. NO WAIVER OR MODIFICATION, RATIFICATION**

Except as expressly modified herein, all other terms and conditions of the Lease shall remain in full force and effect. This Amendment No. 1 shall not be construed as a waiver of any rights or obligations under the Lease.

## **6. EXECUTION AND COUNTERPARTS**

This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **7. GOVERNMENTAL CLAIMS**

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Lease Agreement as of the date first written above.

[Signature and Notarization Pages Follow.]

**WITNESS**

By: [Signature]  
Printed Name: Nicholas Whipp  
Title: Interim Parks Recreation and Public Facilities

**LESSEE**

David Street Station, a Wyoming nonprofit corporation

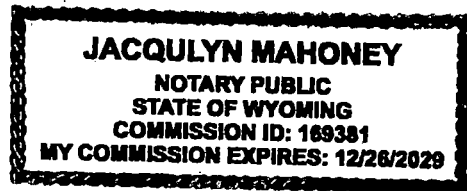
By: [Signature]  
Printed Name: Whitney Asay  
Title: Executive Director

**STATE OF WYOMING  
COUNTY OF NATRONA**

The foregoing instrument was acknowledged before me by Whitney Asay, as Executive Director of David Street Station, this 25 day of November, 2025.

Witness my hand and official seal.

[Signature]  
Notary Public  
My Commission Expires: 12/26/2029



*Signature Page for Lessor*  
*(City of Casper, Wyoming)*

**APPROVED AS TO FORM**

\_\_\_\_\_

**ATTEST**

**LESSOR**  
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Amanda Ainsworth  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

**STATE OF WYOMING**  
**COUNTY OF NATRONA**

The foregoing instrument was acknowledged before me by Ray Pacheco, as Mayor of the City of Casper, Wyoming, this \_\_\_ day of \_\_\_\_\_, 2025.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## **Exhibit A**

### **Scope of Lessor's Maintenance Responsibilities – David Street Station**

#### **1. General Irrigation and Landscaping**

- A. Lessor agrees to provide materials, in an amount not to exceed \$500 per calendar year, and labor and equipment to maintain the landscape irrigation system at David Street Station as described below.
  - 1. Program and adjust irrigation schedules based on seasonal needs and weather conditions.
  - 2. Coordinate irrigation timing to avoid interference with scheduled events.
  - 3. Monitor water usage and system performance.
  - 4. Tri-annual inspection of emitters, tubing, filters, and valves.
  - 5. Seasonal cleaning and replacement of filters.
  - 6. Inspection and adjustment of pressure regulators and backflow preventers.
  - 7. Identify and repair leaks, clogs, or damaged components.
  - 8. Install Baseline Controller.
  - 9. Replace malfunctioning emitters, tubing, or connectors.
  - 10. Maintain a maintenance log detailing inspections, repairs, and adjustments.
  - 11. Provide recommendations for system upgrades or improvements.
  - 12. Landscaping or plant replacement.
  - 13. Non-intentional damage caused by third parties or extreme weather events.
  - 14. Start-up the irrigation system by May 1 each year.
  - 15. Winterize the irrigation system by October 30 each year.
- B. Lessor will not provide materials or labor for the irrigation and landscape controllers or electrical or plumbing work beyond the irrigation system.
- C. Lessor agrees to hold a spring planning meeting in March, followed by monthly collaboration meetings with the David Street Station Operations Director until the irrigation system is winterized.

## **2. Tree Maintenance**

- A. Lessor agrees to provide labor and equipment for tree maintenance as described below.
  - 1. Trimming for Casper Municipal Code compliance and tree health.
  - 2. Disease or pest treatment.
  - 3. Removals of dead trees.
  - 4. Transport of dead trees to the solid waste facility
  - 5. Planting of replacement trees.
- B. Lessor is not responsible for the purchase of new or replacement trees.
- C. Lessor agrees to hold a spring planning meeting each year in March, followed by monthly collaboration meetings with the David Street Station Operations Director until the irrigation system is winterized.

## **3. Splashpad**

- A. Lessor agrees to provide labor and equipment to operate and maintain the splash pad as follows:
  - 1. Conduct daily inspections.
  - 2. Check water pressure and flow.
  - 3. Inspect nozzles, drains, and spray features for blockages or damage.
  - 4. Activate and test water features.
  - 5. Test water quality at least three times daily.
  - 6. Record all operational data in a daily log.
  - 7. Inspect and clean filters, strainers, and chemical feeders.
  - 8. Refill chemical tanks and ensure proper dosing.
  - 9. Maintain a log of chemical usage and test results.
  - 10. Perform monthly inspections of mechanical systems (pumps, valves, controllers).
  - 11. Lubricate moving parts as needed.
  - 12. Replace worn or damaged components.
  - 13. Document all repairs and parts replacements through Lessor's work order system.

14. Coordinate with licensed professionals for major repairs.
  15. Maintain daily logs of maintenance activities.
  16. Start-up the splash pad by Memorial Day each year.
  17. Shut down and winterize the splash pad by October 1 each year.
- B. All costs of all materials to operate and maintain the splashpad (including chemicals, repair parts, etc.), except as specifically described above are the responsibility of Lessee.
  - C. The splashpad mechanical room shall be secured by Lessor, while under the operation of Lessor, to prevent anyone other than Lessor's employees from gaining access.
  - D. Lessor agrees to hold a spring planning meeting each year in March, followed by monthly collaboration meetings with the David Street Station Operations Director until the splashpad system is winterized.
  - E. Lessee shall remove all of its items from the mechanical room basement (e.g., hockey goal nets, freezer, box fans, storage totes, etc.) within 30 days of the execution of this Lease.

#### **4. Ice Plant Chiller**

- A. As a condition to the Lessor's obligations under this section, upon Lessee's purchase of an ice plant chiller, Lessee shall provide Lessor with:
  1. Proof of Warranty – A minimum one (1) year manufacturer's warranty covering the ice plant chiller and its major components; and
  2. Manufacturer Start-Up and Shut-Down – Written confirmation that the initial seasonal start-up and shut-down of the chiller are performed by the manufacturer or a manufacturer-certified/licensed contractor. No obligations of Lessor under this section shall be effective unless and until the above conditions are satisfied in full. Should Lessee fail to provide the warranty and certified start-up/shut-down documentation, Lessor shall have no responsibility or liability for operation, maintenance, or repair of the ice plant chiller.
  3. Upon completion of installation, manufacturer to hold a training for Lessor on proper operation of equipment.

Upon satisfaction of these conditions, Lessor shall provide labor and equipment to operate and maintain the ice plant chiller as described below, subject to the limitations set forth herein.

- B. Provided that Lessee purchases its own ice plant chiller, and that it does not conflict with any warranty or manufacturer's documents (e.g., documents where the manufacturer requires a specific or certified/licensed contractor to perform maintenance on the ice-plant chiller), then Lessor shall provide labor and equipment to operate and maintain the ice rink chiller as described below.
1. Monitor system parameters (temperature, pressure, flow rates).
  2. Adjust settings to maintain ice surface quality.
  3. Record operational data and maintain logs.
  4. Coordinate with rink management for scheduling and special events.
  5. Weekly inspection of chiller components (compressors, pumps, valves, sensors).
  6. Monthly cleaning of filters, strainers, and condenser coils.
  7. Lubrication of moving parts as per manufacturer's recommendations.
  8. Seasonal system flush and refrigerant level check.
  9. Calibration of control systems and sensors.
  10. Troubleshoot and repair system faults.
  11. Replace worn or damaged components.
  12. Maintain daily operation logs.
  13. Submit monthly maintenance reports.
  14. Document all repairs and parts replacements through Lessor's work order system.
  15. Provide end-of-season performance summary and recommendations.
  16. Start the ice chiller before Thanksgiving each year.
  17. Shut down the ice chiller by the last day of February each year.
- C. Lessor is not responsible for:
1. Structural repairs to rink infrastructure.
  2. Electrical supply issues beyond the chiller system.
  3. Snow removal or ice resurfacing.
- D. In consideration of the Lessor's responsibility for the ongoing maintenance and operational support of a purchased ice plant chiller, the Parties agree to the following provisions to ensure maintainability, compatibility, and operational efficiency:

1. **Participation in Specification Development**  
Lessor shall be granted the opportunity to participate in the development of technical specifications for the ice plant chiller. This includes providing input on design criteria, preferred manufacturers, performance standards, and maintenance-related considerations.
2. **Proposal Review and Evaluation**  
Lessor shall be included in the review and evaluation of all proposals submitted in response to solicitations for the ice plant chiller. The Lessor may provide recommendations based on factors such as equipment reliability, staff familiarity, and compatibility with existing municipal systems.
3. **Selection Process Participation**  
Lessor shall be invited to participate in the selection process for the ice plant chiller, including attendance at evaluation meetings and participation in scoring or ranking proposals, where applicable. Final selection authority shall remain with the Lessee, but the Lessor's input shall be given due consideration.
4. **Documentation and Communication**  
All relevant documentation and communications related to the specification, proposal review, and selection process shall be shared with the Lessor in a timely manner to ensure informed participation and alignment with maintenance responsibilities. If Lessee rents or leases an ice plant chiller instead of purchasing one, then Lessor's sole responsibility is to inform Lessee of any problems or issues it notices. Lessee is fully responsible for all repairs and maintenance of any ice plant chiller not owned solely by Lessee.

## **5. Door locks.**

- A. Lessor shall provide labor and equipment to key door locks and program the automatic door locks at David Street Station.
  1. Door locks that must be replaced due to damage or wear and tear are the responsibility of Lessee to purchase.
  2. Key blanks required to re-key the facility due to key loss or theft are the responsibility of Lessee to purchase.

## **6. Notification and Response.**

- A. Lessee shall contact the Lessor in writing at the email address [DSSMaintenance@casperwy.gov](mailto:DSSMaintenance@casperwy.gov) regarding any maintenance that Lessee believes is part of Lessor's responsibility under Amendment No. 1. Lessor's staff will decide, in their sole discretion, if it is Lessor or Lessee's responsibility. If Lessor determines the maintenance is its responsibility under Amendment No. 1, Lessor will generally respond to issues within one business day of notification. If however, there is a serious public

health, safety or welfare emergency, Lessor will respond in a reasonable timeframe and manner under the circumstances.

RESOLUTION NO. 25-284

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH DAVID STREET STATION, A WYOMING NONPROFIT CORPORATION, FOR MAINTENANCE SUPPORT AT DAVID STREET STATION.

WHEREAS, the City of Casper entered into a Lease Agreement dated April 12, 2016, for the development and operation of a public plaza known as David Street Station; and,

WHEREAS, pursuant to an Assignment and Assumption of Lease dated May 1, 2024, and with the City's consent, the Downtown Development Authority assigned all rights and obligations under the Lease to David Street Station; and,

WHEREAS, David Street Station has requested assistance from the City in maintaining certain components of the leased premises; and,


WHEREAS, the City recognizes the premises as an important public amenity that enhances quality of life, supports economic development, and fosters civic engagement through year-round programming; and,

WHEREAS, the City wishes to support the continued success, accessibility, and safety of the facility by providing limited maintenance services as described in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Lease Agreement between the City of Casper and David Street Station, for the provision of City-supported maintenance services, all as set forth in the attached amendment document.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Amanda Ainsworth  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor