

# INFORMATION PACKET

## Table of Contents

Friday, September 6, 2019



| Item   | Pages |
|--|-------|
| Table of Contents                                  | 1     |
| The Grid - Schedule of Council Meetings & Addendum | 2     |
| Airport Report Shows 15.4% Increase in August      | 7     |
| Charter Communications Channel Changes 09.05.19    | 8     |
| FY20 Optional Sales Tax Report 09.06.19            | 9     |
| FY20 Sales Tax Chart September                     | 10    |
| Gary Marsh Inc. - Golf Pro Agreement 2013-2019     | 11    |
| WAM Info Word from WAM 09.06.19                    | 42    |

We are CASPER

**Communication** **Accountability** **Stewardship** **Professionalism** **Efficiency** **Responsiveness**

## The Grid

A working draft of Council Meeting Agendas

**September 10, 2019**
**Councilmembers Absent:**

| <b>Work Session Meeting Agenda Items</b>   | Recommendation            | Allotted Time | Begin Time |
|--|---------------------------|---------------|------------|
| Recommendations = Information Only, Move Forward for Approval, Direction Requested |                           |               |            |
| Council Meeting Follow-up  |                           | 5 min         | 4:30       |
| Wyoming 211  | Information Only          | 20 min        | 4:35       |
| Green Valley - Annexation Status Report  | Move Forward for Approval | 10 min        | 4:55       |
| Memorials, Donations, and Sponsorship Policy (Memo Due - John Henley)              | Direction Requested       | 20 min        | 5:05       |
| Parades & Special Event Guide (Memo Due - John Henley)                             | Direction Requested       | 40 min        | 5:25       |
| Agenda Setting   |                           | 20 min        | 6:05       |
| Legislative Review   |                           | 10 min        | 6:25       |
| Council Around the Table   |                           | 10 min        | 6:35       |
| Approximate Ending Time:   |                           |               | 6:45       |

**September 17, 2019**
**Councilmembers Absent:**

| <b>Regular Council Meeting Agenda Items</b>  | Est. Public Hearing | Public Hearing | Ordinances | Resolutions | Minute Action |
|--|---------------------|----------------|------------|-------------|---------------|
| C = Item is on Consent      N = Item is not on Consent   |                     |                |            |             |               |
| Pre-Meeting: Distribution of September 3 Executive Session   |                     |                |            |             |               |
| Pre-Meeting: Boys & Girls Club Skate Park  |                     |                |            |             |               |
| Bright Spot - Census 2020  |                     |                |            |             |               |
| Establish October 1, 2019 as the Public Hearing Date for Consideration of A Resolution Rescinding Resolution Number 17-207, and Adopting Revised Historic Preservation Program Rules and Regulations for the City of Casper.   | C                   |                |            |             |               |
| Public Hearing: Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the Green Valley Mobile Home Park, Complies with W.S. 15-1-402.<br>1. Resolution<br>2. Third Reading Ordinance Approving Annexation, and Zoning of the Green Valley Mobile Home Park.      |                     | N              | N          |             |               |
| Public Hearing: Sale and Terms of the Sale and Transfer of Ownership of the Real Property, Generally known as the "Former Plains Furniture Property" and More Particularly Described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 of Block 1 of the City of Casper Addition, Casper, Natrona County, Wyoming. |                     | N              |            |             |               |
| Public Hearing: New Restaurant Liquor License No. 41 for El Burro Loco, LLC d/b/a El Burro Loco, Located at 2333 East Yellowstone Highway.   |                     | N              |            |             |               |
| 2nd Reading: Vacation and Replat Creating Johnny J's Addition, a Subdivision Agreement, and a Zone Change of Said Addition to C-2 (General Business), Located at 1705 East 2nd Street.   |                     |                | N          |             |               |

## The Grid

A working draft of Council Meeting Agendas

**September 17, 2019 (Continued)**

**Councilmembers Absent:**

| <b>Regular Council Meeting Agenda Items</b>   | <b>Est. Public Hearing</b> | <b>Public Hearing</b> | <b>Ordinances</b> | <b>Resolutions</b> | <b>Minute Action</b> |
|---|----------------------------|-----------------------|-------------------|--------------------|----------------------|
| Amending Chapter 12.32 of the Casper Municipal Code Regarding Trees and Shrubs - 1st Reading Ordinance  |                            |                       | N                 |                    |                      |
| Amending the Casper Municipal Code to Establish a Code of Ethics - 1st Reading Ordinance  |                            |                       | N                 |                    |                      |
| Approving a Contract for Mills Main Street Corridor Study and Plan in an Amount not to Exceed \$74,892.   |                            |                       |                   | C                  |                      |
| Authorizing an Amendment to the Contract for Professional Services Between the City of Casper and Nelson/Nygaard Consulting Associates, Inc.  |                            |                       |                   | C                  |                      |
| Establishing Social Media Policy Guidelines for the Casper City Council.  |                            |                       |                   | C                  |                      |
| Authorizing Change Order No. 2 to the agreement with JTL Group Inc., dba Knife River, in the Amount of \$45,667.50, for the 2019 Residential Streets Improvements Project.  |                            |                       |                   | C                  |                      |
| Authorize a Five-Year Lease Agreement with Hilltop National Bank for Housing a Mobile Data Communications Antenna and Related Equipment to be operated and maintained by the City of Casper IT and Traffic Departments. |                            |                       |                   | C                  |                      |
| Authorizing a Contract with the Casper-Natrona County Health Department, in the Amount of \$540,000, for the Provision of Human Services.   |                            |                       |                   | C                  |                      |
| Executive Session - Personnel   |                            |                       |                   |                    |                      |

**September 24, 2019**

**Councilmembers Absent: Powell**

| <b>Work Session Meeting Agenda Items</b>   | <b>Recommendation</b>     | <b>Allotted Time</b> | <b>Begin Time</b> |
|--|---------------------------|----------------------|-------------------|
| Recommendations = Information Only, Move Forward for Approval, Direction Requested |                           |                      |                   |
| Council Meeting Follow-up  |                           | 5 min                | 4:30              |
| Health Department Discussion   | Information Only          | 20 min               | 4:35              |
| Downtown Parking Study Implementation  | Direction Requested       | 30 min               | 4:55              |
| Finance Policies Phase 2 - Procurement, Change Orders, and Recapture               | Move Forward for Approval | 20 min               | 5:25              |
| Agenda Setting   |                           | 20 min               | 5:45              |
| Legislative Review   |                           | 10 min               | 6:05              |
| Council Around the Table   |                           | 10 min               | 6:15              |
| Approximate Ending Time:   |                           |                      | 6:25              |

## The Grid

A working draft of Council Meeting Agendas

**October 1, 2019**
**Councilmembers Absent:**

| <b>Regular Council Meeting Agenda Items</b>  | <b>Est. Public Hearing</b> | <b>Public Hearing</b> | <b>Ordinances</b> | <b>Resolutions</b> | <b>Minute Action</b> |
|--|----------------------------|-----------------------|-------------------|--------------------|----------------------|
| C = Item is on Consent      N = Item is not on Consent   |                            |                       |                   |                    |                      |
| Pre-Meeting: Distribution of September 17 Executive Session  |                            |                       |                   |                    |                      |
| Public Hearing: Resolution Rescinding Resolution Number 17-207, and Adopting Revised Historic Preservation Program Rules and Regulations for the City of Casper.                       |                            | N                     |                   |                    |                      |
| 3rd Reading: Vacation and Replat Creating Johnny J's Addition, a Subdivision Agreement, and a Zone Change of Said Addition to C-2 (General Business), Located at 1705 East 2nd Street. | C                          |                       |                   |                    |                      |
| Amending Chapter 12.32 of the Casper Municipal Code Regarding Trees and Shrubs - 2nd Reading Ordinance   |                            |                       | N                 |                    |                      |
| Amending the Casper Municipal Code to Establish a Code of Ethics - 2nd Reading Ordinance   |                            |                       | N                 |                    |                      |
| Executive Session - "safety issue" (tentative title)   |                            |                       |                   |                    |                      |

**October 8, 2019**
**Councilmembers Absent:**

| <b>Work Session Meeting Agenda Items</b>   | <b>Recommendation</b> | <b>Allotted Time</b> | <b>Begin Time</b> |
|--|-----------------------|----------------------|-------------------|
| Recommendations = Information Only, Move Forward for Approval, Direction Requested |                       |                      |                   |
| Council Meeting Follow-up  |                       | 5 min                | 4:30              |
|  |                       |                      |                   |
|  |                       |                      |                   |
|  |                       |                      |                   |
| Agenda Setting   |                       | 20 min               |                   |
| Legislative Review   |                       | 10 min               |                   |
| Council Around the Table   |                       | 10 min               |                   |
| Approximate Ending Time:   |                       |                      |                   |

**October 15, 2019**
**Councilmembers Absent:**

| <b>Regular Council Meeting Agenda Items</b>  | <b>Est. Public Hearing</b> | <b>Public Hearing</b> | <b>Ordinances</b> | <b>Resolutions</b> | <b>Minute Action</b> |
|--|----------------------------|-----------------------|-------------------|--------------------|----------------------|
| C = Item is on Consent      N = Item is not on Consent   |                            |                       |                   |                    |                      |
| Pre-Meeting: Distribution of October 1 Executive Session   |                            |                       |                   |                    |                      |
| Amending Chapter 12.32 of the Casper Municipal Code Regarding Trees and Shrubs - 3rd Reading Ordinance |                            |                       | N                 |                    |                      |
| Amending the Casper Municipal Code to Establish a Code of Ethics - 3rd Reading Ordinance               |                            |                       | N                 |                    |                      |
|  |                            |                       |                   |                    |                      |

# The Grid

A working draft of Council Meeting Agendas

October 22, 2019

Councilmembers Absent:

| <b>Work Session Meeting Agenda Items</b>   | Recommendation | Allotted Time | Begin Time               |
|--|----------------|---------------|--------------------------|
| Recommendations = Information Only, Move Forward for Approval, Direction Requested |                |               |                          |
| Council Meeting Follow-up  |                | 5 min         | 4:30                     |
|  |                |               |                          |
|  |                |               |                          |
|  |                |               |                          |
|  |                |               |                          |
| Agenda Setting   |                | 20 min        |                          |
| Legislative Review   |                | 10 min        |                          |
| Council Around the Table   |                | 10 min        |                          |
|  |                |               | Approximate Ending Time: |

## Proposed Work Session Agenda Items

| Item  | Proposed Date    | Estimated Time | Notes                        |
|---|------------------|----------------|------------------------------|
| Property Code Revisions                                 | October 22, 2019 | 40 min         | Anytime after March 2019     |
| Parking on the Parkways                                 |                  | 30 min         | Anytime after January 2019   |
| David Street Station 501(c)(3)                          |                  | 30 min         | Anytime after January 2019   |
| Dog Parks   |                  |                | After Summer 2019            |
| Property Tax Structure/Revisions                        |                  |                |                              |
| Leash Laws  |                  |                | Anytime after December 2019  |
| Speed Limits/Light running                              | Early Fall 2019  |                |                              |
| Citizen Presentation - Vehicle Licensing - Maddie Booth |                  |                | Prior to Legislative Session |

| <b>Staff Suggested Items:</b>                             |                        |        |                          |
|---|------------------------|--------|--------------------------|
| Sign Code Revisions                                       | November 12, 2019      | 60 min | Anytime after April 2019 |
| Limo Amendment  |                        |        |                          |
| Towing Resolutions  |                        |        |                          |
| Results of Police Station Assessment                      |                        |        |                          |
| <b>Golf Pro RFP</b>                                       | <b>October 8, 2019</b> |        |                          |
| Health Plan - Residual Balance                            |                        |        | After January 2020       |
| Historic Preservation Strategic Plan - Final Presentation | October 22, 2019       |        |                          |
| LAD Request for Jade & Arrowhead                          |                        |        |                          |
| Neighborhood/Infrastructure Redevelopment (Goal 1)        |                        |        |                          |
| <b>City Hall SAFE Project (rescheduled)</b>               | <b>October 8, 2019</b> |        |                          |
| Legislative Agenda  | November 12, 2019      |        |                          |

### **Future Council Meeting Items**

|  |
|--|
| February 18, 2020 Mr. Robert Hildebrand - 100 year celebration (Mayor of Casper in 1967) |
|--|

### **Tabled**

|  |                                      |
|--|--------------------------------------|
| Amending Chapter 10.72 - Article I - Parades of the Casper Municipal Code  | Tabled on 1st Reading August 6, 2019 |
| Resolution - Rescinding Resolution No. 18-259 and Adopting Revised Special Event Guide and Policy and Application and Fees for Special Events. | Tabled on August 6, 2019             |



FOR MORE INFORMATION CONTACT

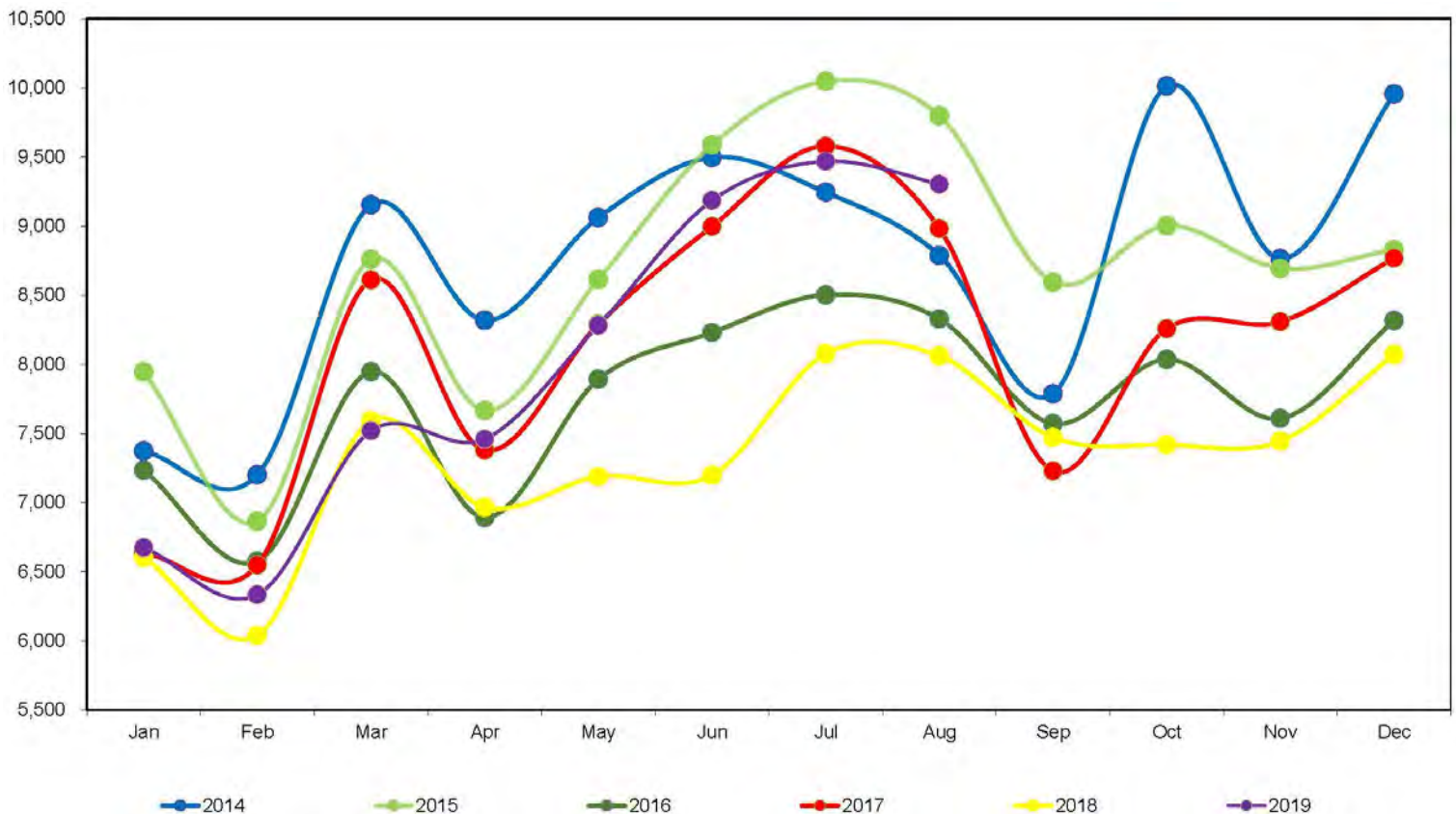
Glenn S. Januska  
 Airport Director  
 Casper / Natrona County International Airport  
 8500 Airport Parkway  
 Casper, WY 82604  
 (307) 472-6688 ext. 12 • gjanuska@iflycasper.com  
[www.iflycasper.com](http://www.iflycasper.com)  
[www.facebook.com/CNCIA](https://www.facebook.com/CNCIA)

FOR IMMEDIATE RELEASE  
 September 5, 2019

**CASPER / NATRONA COUNTY INTERNATIONAL AIRPORT  
 RECORDS A 15.4% INCREASE IN PASSENGERS IN AUGUST**

CASPER, WY – Casper / Natrona County International Airport announced that 9,302 enplaned passengers (passengers getting on aircraft) used the Airport in August, a 15.4% increase compared to August of 2018. To date, the Airport is showing a 11.3% increase compared to the same period in 2018.

“We continue to be excited by the passenger growth we have experienced this year,” said Glenn Januska. “While an 11.3% increase year to date is great, what is better is that just looking at the past four months, that growth rate has been 18.7%.”



**From:** Roehr, Mary [mailto:Mary.Roehr@charter.com]  
**Sent:** Thursday, September 5, 2019 2:37 PM  
**Subject:** Charter Communications – Upcoming Changes

Good Afternoon.

At Charter, locally known as Spectrum, we continue to enhance our services in order to offer more entertainment and communication choices, and to deliver the best value to our customers. We are committed to offering our customers with products and services we are sure they will enjoy.

Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and continue to rise. Despite our best efforts to control these costs, this has resulted in a change in the rates we charge our customers.

Effective on or after September 6, 2019, customers are being noticed via bill message of the following monthly pricing changes, which will take effect on or after October 6, 2019. Customer promotional rates will not change until the end of the promotion period.

| Services/Products/Equipment | Pricing Adjustment  |
|-----------------------------|---|
| Broadcast TV Surcharge      | Will increase by \$1.51. This reflects the costs incurred from local Broadcast TV Stations. |
| Spectrum Receiver           | Will increase by \$0.49 per receiver.   |
| Digital Adapter             | Will increase by \$2.00 per adapter.  |
| Spectrum TV Select          | Will increase by \$7.50.  |
| Spectrum TV Silver          | Will increase by \$7.50.  |
| Spectrum TV Gold            | Will increase by \$7.50.  |

Charter Communications is making changes to our residential channel lineup for customers in your community.

| PROGRAMMING  | CHANGE |
|--------------|--------|
| ESPN Classic | Drop   |

If you have any questions about this change, please feel free to contact me.

Sincerely,  
Mary Roehr



**Mary Roehr** | Director, Government Affairs, Colorado, Montana, Wyoming | C: 406-671-7956  
951 W. Custer Ave. | Helena, MT 59601



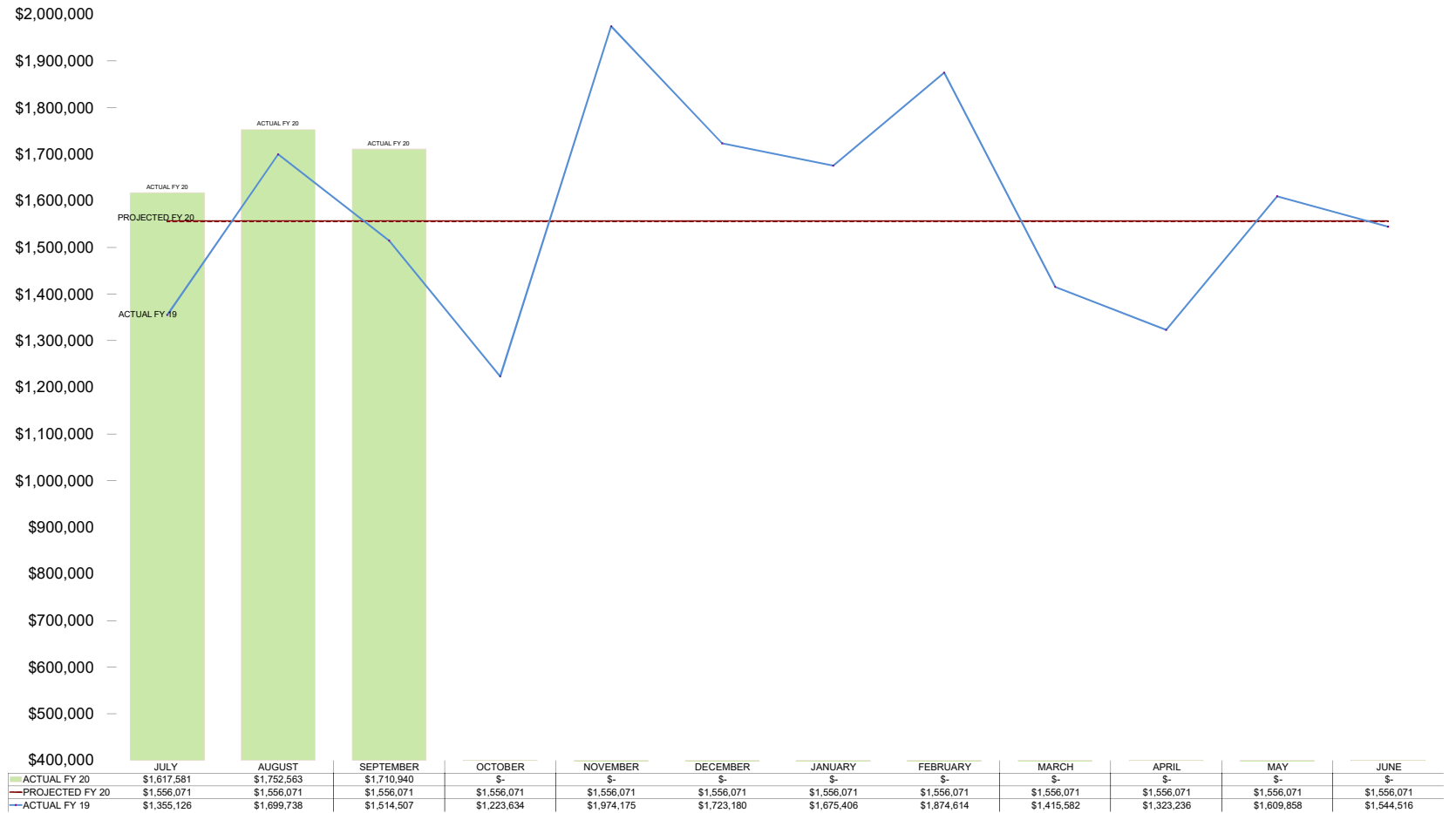
**City of Casper**  
**Optional 1% and State Shared Sales Tax Receipts**  
**16.67% of Fiscal Year 2020 has Lapsed**

Below is the optional Sales Tax report for FY20, we are currently at 25% of the budget year.  
The General fund is up 8.84% from projected year to date, which is at 27.21% of budget.  
1 percent 16 is up 2.62% from projected year to date, which is 25.66% of budget

**State Shared Sales Tax**

|                             | <b>Date</b>          | <b>Amount</b>        | <b>Amount</b>        | <b>Actual-Budget</b> | <b>Percent of Annual</b> |
|-----------------------------|----------------------|----------------------|----------------------|----------------------|--------------------------|
|                             | <b>Received</b>      | <b>Received</b>      | <b>Budgeted</b>      |                      | <b>Budget</b>            |
| <b>FY 2020 General Fund</b> | 7/5/2019             | \$ 1,617,581         | \$ 1,556,071         | \$ 61,510            | 8.66%                    |
|                             | 8/7/2019             | 1,752,563            | 1,556,071            | 196,492              | 18.05%                   |
|                             | 9/6/2019             | 1,710,940            | 1,556,071            | 154,869              | 27.21%                   |
|                             | Oct                  | -                    | 1,556,071            |                      |                          |
|                             | Nov                  | -                    | 1,556,071            |                      |                          |
|                             | Dec                  | -                    | 1,556,071            |                      |                          |
|                             | Jan                  | -                    | 1,556,071            |                      |                          |
|                             | Feb                  | -                    | 1,556,071            |                      |                          |
|                             | Mar                  | -                    | 1,556,071            |                      |                          |
|                             | Apr                  | -                    | 1,556,071            |                      |                          |
|                             | May                  | -                    | 1,556,071            |                      |                          |
|                             | June                 | -                    | 1,556,071            |                      |                          |
|                             | <b>Total FY 2020</b> | <b>\$ 5,081,083</b>  | <b>\$ 18,672,852</b> | <b>\$ 412,870</b>    |                          |
| <b>Optional 1% Tax</b>      |                      |                      |                      |                      |                          |
| <b>FY 2020 1%16</b>         | 7/5/2019             | \$ 1,348,645         | \$ 1,379,092         | (30,447)             | 8.15%                    |
|                             | 8/7/2019             | 1,464,190            | 1,379,092            | 85,098               | 17.00%                   |
|                             | 9/6/2019             | 1,432,890            | 1,379,092            | 53,799               | 25.66%                   |
|                             | Oct                  | -                    | 1,379,092            |                      |                          |
|                             | Nov                  | -                    | 1,379,092            |                      |                          |
|                             | Dec                  | -                    | 1,379,092            |                      |                          |
|                             | Jan                  | -                    | 1,379,092            |                      |                          |
|                             | Feb                  | -                    | 1,379,092            |                      |                          |
|                             | Mar                  | -                    | 1,379,092            |                      |                          |
|                             | Apr                  | -                    | 1,379,092            |                      |                          |
|                             | May                  | -                    | 1,379,092            |                      |                          |
|                             | June                 | -                    | 1,379,092            |                      |                          |
|                             | <b>Total FY 2020</b> | <b>\$ 4,245,725</b>  | <b>\$ 16,549,101</b> | <b>\$ 108,450</b>    |                          |
| <b>Total</b>                | <b>\$ 9,326,808</b>  | <b>\$ 35,221,953</b> | <b>\$ 521,320</b>    |                      |                          |

# Sales Tax FY 2020 Versus Projection and Prior Year



## AMENDMENT TO THE LEASE AGREEMENT

The Amendment to the Lease Agreement (“Amendment”) is entered into on this 19<sup>th</sup> day of June, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, the “Lessor,” whose address is 200 North David Street, Casper, Wyoming 82601.
2. Gary Marsh, Inc., the “Lessee,” whose address is P.O. Box 2792, Casper, Wyoming 82602.

Throughout this document, the Lessor and the Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

### RECITALS

- A. On March 5, 2013, the Lessor and Lessee entered into a Lease Agreement (“Lease”) for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.
- B. Section 7 of the Lease sets forth the rights and responsibilities of the Lessee regarding the Casper municipal golf course such as golf tournaments (initiation, marketing, promotion, record-keeping), green fees, golf cart fees, maintenance of the facility, monitoring golf course behavior, inventory and merchandising.
- C. Section 8 of the Lease describes the fees the Lessor agrees to pay the Lessee for his services, and other costs for which the Lessor is responsible.
- D. Creative Combinations, LLC (“CC, LLC”), contacted the City of Casper municipal golf course, Paradise Valley Country Club, Three Crowns Golf Club and the Casper Country Club, and proposed creating and selling up to 500 cards for \$600 each that, when purchased, would entitle the purchaser up to three rounds of golf at each participating golf course, plus participation in the WyoCity OPEN, a golf tournament to be held over Labor Day weekend in 2018 and 2019 (together, the “business arrangement”).
- E. CC, LLC proposed to handle all of the advertising and card sales under the business arrangement, and compensate the City for the use of its golf course with 18.175% of the revenue from each card sale.
- F. The Lease gives the authority for scheduling and golf tournaments to the Lessee, not the Lessor, and thus, this Amendment is necessary to allow for the business arrangement proposed by Creative Combinations, LLC.
- G. This Lease Amendment reflects the good faith negotiations of the parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Lease as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. Section 21 is hereby added to the Lease as follows:**

**21. BUSINESS ARRANGEMENT WITH CC, LLC:**

- A. The parties agree that the proposed business arrangement with CC, LLC, is different than anything contemplated in the Lease. As such, the parties agree to modify the Lease solely for the business arrangement with CC, LLC, and only as described in this Amendment.
1. Under Section 7 of the Lease, the initiation, marketing, and promotion of golf tournaments and other reservations for course play are the responsibility of the Lessee. In the case of the business arrangement, however, CC, LLC, is responsible for all advertising, promotion and sales, not the Lessee.
  2. Under Section 7 of the Lease, the Lessee is responsible for conducting all golf tournaments held on the leased premises. That is still generally true. However, presumably, “conducting golf tournaments” may include providing prizes for the tournament. In the case of the business arrangement, however, CC, LLC, is responsible for providing any and all prizes for the WYOCity Open golf tournament, not the Lessee.
  3. Under Section 8 of the Lease, the Lessor agrees to pay the Lessee, for services rendered as a Golf Pro, an amount equal to 22.5% of the green fees and golf cart rental fees on a monthly basis, plus an incentive payment related to customer satisfaction. The green fees, golf cart rental fees, and incentive payments to the Lessee shall not change. However, the business arrangement also contemplates paying the City 18.175% of the revenue for each card sold. As such, the Lessee agrees to collect from CC, LLC, and pass-along to the City, the 18.175% of the revenue for each card sold on or before June 15<sup>th</sup> of each year.
  4. The Lessor understands and acknowledges that CC LLC, will be entering into a separate and distinct agreement for proceeds and participation with the Lessee. The Lessor agrees that it will permit any such reasonable agreement between CC LLC, and the Lessee, and will permit the Lessee to participate in such program for incentives and sales under the business arrangement.

B. Card Sales and Potential Misuse. In its Agreement with CC, LLC, Lessee shall require that cards are not sold after June 15th of each year, and a list of the cards (which shall be numbered) and their holders corresponding with the card number, shall be provided to both the Lessor and Lessee on June 16th of each year. Lessee shall use the numbered list to ensure that only the holder of the card actually uses the card, and that no more than three rounds of golf, plus the tournament rounds are used for each card issued.

**3. RATIFICATION**

The terms and conditions of the Lease, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

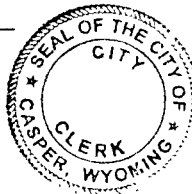
APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
Clerk



Ray Pacheco  
Mayor

WITNESS

LESSEE  
Gary Marsh, Inc.

By: Christa Wiggs  
Printed Name: Christa Wiggs  
Title: Assistant City Clerk

By: Gary Marsh  
Printed Name: GARY MARSH  
Title: PRESIDENT

June 8, 2018

**MEMO TO:** J. Carter Napier, City Manager *77 For J. Carter Napier*

**FROM:** Tim Cortez, Parks and Recreation Director  
Dan Coryell, Parks Manager *DC*

**SUBJECT:** Amendment To The Lease Between The City Of Casper And Gary Marsh, Inc., In Regards To The WyoCity Golf Tournament

Meeting Type & Date  
Regular Council Meeting  
June 19, 2018



Action type  
Resolution

Recommendation

That Council, by resolution, authorize an amendment to the lease agreement between the City of Casper and Gary Marsh, Inc., in regards to the WyoCity golf tournament.

Summary

On March 5, 2013, the City of Casper and Gary Marsh, Inc. entered into a Lease Agreement for the entire bottom floor of the City of Casper municipal golf course clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The lease expires by its terms on April 1, 2019.

Section 7 of the Lease Agreement sets forth the rights and responsibilities of the Lessee (Gary Marsh, Inc.) regarding the Casper Municipal Golf Course. One such item is conducting all golf tournaments held on the property and to initiate, advertise, market, and promote them.

This spring the City was approached by Creative Combinations, LLC, to host a golf tournament and sell membership cards to Casper Municipal Golf Course, Paradise Valley Country Club, Three Crowns Golf Club and the Casper Country Club. Creative Combinations, LLC, proposed creating and selling up to 500 membership cards for \$600 each that, when purchased, would entitle the purchaser up to three rounds of golf at each participating golf course, plus participation in the WyoCity OPEN, a golf tournament to be held over Labor Day weekend in 2018 and 2019.

Creative Combinations, LLC, proposed to handle all of the advertising and card sales under the business arrangement, and compensate the City for the use of its golf course with 18.175% of the revenue from each card sale.

Because the authority for scheduling and advertising golf tournaments at the Casper Municipal Golf Course is the responsibility of Gary Marsh, Inc., not the City, this Amendment is necessary to allow for the City to collect the 18.175%.

Financial Considerations

The Lessee agrees to collect from Creative Combinations, LLC, and pass-along to the City, the 18.175% of the revenue for each card sold on or before June 15<sup>th</sup> of each year.

Oversight/Project Responsibility

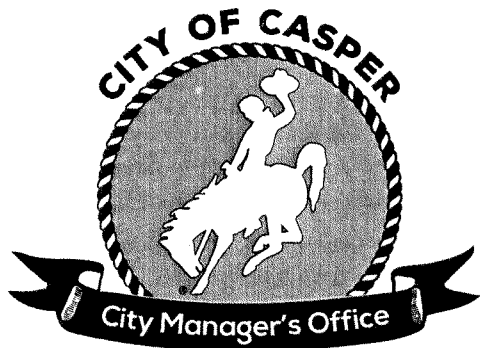
Dan Coryell, Parks Manager

Jason Ostlund, Golf Course Superintendent

Attachments

Resolution

Amendment



# CITY OF CASPER

200 N. DAVID STREET  
CASPER, WY 82601  
PHONE: (307) 235-8224  
WWW.CASPERWY.GOV

August 14, 2017

Mr. Gary Marsh, President  
PGA Golf Professional  
Gary Marsh, Inc.  
P.O Box 2792  
Casper, WY 82602

Dear Mr. Marsh,

We received your letter of August 1, 2017, requesting renewal of your lease agreement with the City of Casper as the Golf Professional at the Casper Municipal Golf Course for the 2018 golf season. Pursuant to the lease dated March 5, 2013, between the City of Casper and Gary Marsh, Inc. (PGA Golf Professional) this is the last time this lease can be renewed under the same terms and conditions as outlined in the lease. Please accept this letter as authorization for your lease to be renewed for an additional year. This lease will now terminate April 1, 2019. If you have any questions or need additional information, please contact Dan Coryell, Parks Manager at 235-8283.

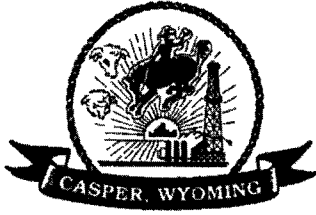
Sincerely,

J. Carter Napier  
City Manager

Cc: Dan Coryell, Parks Manager  
Andrew Beamer, Public Services Director  
Jason Ostlund, Golf Course Superintendent







OFFICE OF THE CITY MANAGER

# CITY OF CASPER

200 NORTH DAVID STREET

CASPER, WYOMING 82601

PHONE: (307) 235-8224

FAX: (307) 235-8313

[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

September 13, 2016

Mr. Gary Marsh, President  
PGA Golf Professional  
Gary Marsh, Inc.  
P.O. Box 2792  
Casper, WY 82602

Dear Mr. Marsh:

We received your letter of August 1, 2016, requesting renewal of your lease agreement with the City of Casper as the Golf Professional at the Casper Municipal Golf Course for the 2017 golf season. Pursuant to the lease dated March 5, 2013, between the City of Casper and Gary Marsh, Inc. (PGA Golf Professional) this lease can be renewed for one (1) additional year under the same terms and conditions as outlined in the lease. No objections have been received by this office within the thirty (30) day period of receipt of your letter, therefore your renewal is in effect for an additional one (1) year. If you have any questions or need additional information, please contact Doug Follick, Leisure Services Director at 233-6611.

Sincerely,

V.H. McDonald  
City Manager

cc: Doug Follick, Leisure Services Director

August 1<sup>st</sup>, 2016

Mr. Doug Follick

Leisure Services Director

200 N. David

Casper, Wy 82601

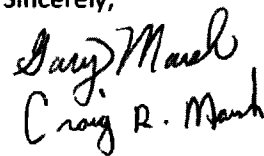
Per my contract I am giving written notice of my desire to renew my contract as Golf Professional with the City of Casper for the 2017 golf season.

This would be the fourth of the Five (5) one year terms and we would appreciate your consideration for renewal.

I have enjoyed being a part of a very successful team for the past Forty six (46) years and wish to continue that relationship with the City as well as the golfing community of Casper.

Thank you so much for your consideration.

Sincerely,

Handwritten signatures of Gary Marsh and Craig R. Marsh. The signature for Gary Marsh is written in a cursive style, and the signature for Craig R. Marsh is written in a more formal, slightly cursive style.

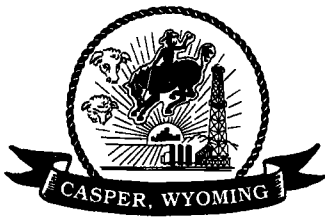
Gary Marsh

Craig Marsh

Presidents

Gary Marsh Inc.

Cc: J. Ostlund Golf Course Superintendent



OFFICE OF THE CITY MANAGER

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
www.cityofcasperwy.com

August 11, 2014

Gary Marsh, President  
PGA Golf Professional  
Gary Marsh, Inc.  
P. O. Box 2792  
Casper, Wyoming 82602

Dear Gary,

Thank you for your letter of August 1, 2014, requesting renewal of your lease agreement with the City as the Golf Professional at the Casper Municipal Golf Course for the 2015 golf season. By way of this letter, your request for renewal is approved in accordance with the terms of the agreement date March 5, 2013.

Thank you for your continued dedication to the Casper Municipal Golf Course and Casper's golfing community. I look forward to a great season. If you have any questions or need additional information, please contact Alan Kieper, Special Facilities Manager at 235-8442.

Sincerely,

John C. Patterson  
City Manager

cc: D. Follick, Leisure Services Director  
A. Kieper, Special Facilities Manager  
J. Fernau, Golf Course Superintendent

## LEASE AGREEMENT

THIS LEASE, entered into this 5<sup>th</sup> day of March, 2013, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Lessor," and Gary Marsh Inc. (PGA Golf Professional), referred to as "Lessee," whose address is P. O. Box 2792, Casper, Wyoming 82602. This Agreement will replace any previous agreements between parties.

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property, and to-wit:

The entire bottom floor of the Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, City of Casper, Wyoming. Said bottom floor consists of Pro Shop, showers, restrooms, lockers, storage areas, together with all equipment, fixtures, and furnishings therein contained and expressly excluding the second floor restaurant, bar, kitchen, restrooms, and other facilities.

The "leased premises" are leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES FOR USE FOR ANY PURPOSE WHATSOEVER. By signing this Lease Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.

2. LEASED TERM:

The term of this lease shall be from the first date of execution of the Agreement to and including the 1st day of April, 2014. Provided, however, that Lessee shall have the option to renew the lease for five (5) additional one (1) year terms each under the same terms and conditions as herein set forth, by giving Lessor ninety (90) days written notice of his intent to exercise each option prior to the end of the lease term or any renewal thereof. Notwithstanding such option, Lessor shall have the right, within thirty (30) days after receiving the notice from the Lessor, to give Lessee written notice that the Lessor rejects such renewal and in such event, this lease shall terminate at the end of the lease term, or any renewals thereof, in which such notice was given. Any negotiation of a new lease agreement shall commence one hundred and eighty (180) days; prior to the termination of the old Lease Agreement.

3. PURPOSE:

The demised premises are leased to Lessee for the sole purpose of conducting the Golf Pro Shop Concession and all related activities on the golf course itself; however, the maintenance of the course shall be the responsibility of the Lessor. Such Golf Pro Shop Concession and related activities shall be conducted in a safe manner and shall conform to all federal, state and municipal laws, and all regulations relating to possession, use or maintenance of the property, and related activities.

4. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for making repairs, additions, alterations, or improvements.

5. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this lease agreement, nor to violate any law, rule or regulation of the Lessor with respect to the leased premises, or its related operations.

6. INSURANCE:

Lessee agrees to indemnify and hold harmless from any and all claims arising out of Lessee's use and/or occupancy of the leased property and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, Lessee will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W. S. 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the City, that the City is an additional insured hereunder, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Lessee shall provide the City with certificates evidencing such insurance as described above immediately after execution of this agreement and prior to use of the property.

It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its players, employees, and agents. The City assumes no responsibility for such property.

Nothing to the contrary withstanding, the parties agree that it is not their intent that the City waive any immunity or limitation of liability afforded by the Wyoming Governmental Claims Act, and that all such immunity and limitation of liability is retained by the City.

Lessor agrees to provide and maintain through the term of this lease, and any subsequent lease renewals, employee dishonesty coverage for the Lessee.

7. LESSEE SERVICE OBLIGATIONS:

Lessee shall devote his entire time and attention to the discharge of these duties as a golf professional from the period of March 1 through November 1, of each lease term or renewal thereof. The Golf Pro will notify the Leisure Services Department in writing, forty-eight (48) hours in advance, of his intent to be absent from the course, for more than a twenty-four (24) hour period.

Lessee shall conduct all golf tournaments held on the property of the Lessor and initiate, advertise, market, and promote golf activities for anyone who might patronize and use the facilities at the Casper Municipal Golf Course. Annual tournament scheduling and policy is mutually agreed upon by the Golf Pro and the City, with disagreements being resolved by the City.

Lessee shall collect, record, report and remit all greens fees and all golf cart fees to the Lessor on a daily and weekly basis. Records and receipts shall be accurate, up-to-date, and verifiable and shall serve as the basis for the monthly Golf Pro reimbursement rate.

Lessee shall maintain the entire lower floor of the Casper Municipal Golf Clubhouse and the golf cart shed in good order; provide custodial maintenance and normal repair of golf carts during the term of this Lease Agreement, and any extensions thereof. Lessee maintenance of restrooms shall be performed daily. Random inspections of the Lessee's maintenance and operations may be conducted by the Natrona County Health Department and/or the City to insure clean, safe and sanitary conditions at all times.

Lessee shall be responsible for all minor maintenance repairs to the premises and facilities in which each single-incident of repair is less-than Two Hundred and Fifty Dollars (\$250) per occurrence.

Lessee shall employ at his own expense sufficient personnel to monitor golf course behavior and golf play and enforce the rules, regulations, and ordinances established by the Lessor for the conduct of persons patronizing the golf course. Lessee staff shall consist of a minimum of 1 Head Pro, 2 Shop Assistants, 1 Range Assistant, and 2 Rangers; although it is specifically understood that the Golf Pro shall have the discretion to set pay, hours, and other matters related to personnel which effectively provide services at minimum cost. Ranger(s) will work full time (40 hours per week on Friday, Saturday, Sunday, and holidays; but would only work as necessary on other days, evenings, and weeknights). Additional hours may be required dependent upon weather conditions, at the discretion of the Lessee.

Lessee shall establish and maintain a reservation program from May through September to provide starting times for golf course users.

Lessee shall administer and provide routine maintenance for the golf cart rental concession, said routine maintenance includes only that which is normally required to keep carts clean and in good running order on a daily basis.

During the golfing season, the Lessee shall maintain a current, marketable, up-to-date inventory of golf related equipment and merchandise in the Golf Pro Shop; sufficient to carry for a three (3) month duration and accommodate a one-and-a-half (1.5) to a two (2) time turn-over rate.

Prior to each season, the Lessee shall complete a merchandising class, program, or workshop sufficient in scope to keep abreast of the latest in golfing equipment and merchandising techniques, to assure an up-to-date Golf Pro Shop operation.

Lessee shall work with, and become familiar with, the current computerized software, hardware, internet service provider equipment and programs related to: tee time reservations, customer database, customer service, customer marketing, and any other applicable golf related programming.

Lessee shall participate, assist, and work with Lessor in all advertising, promotional, and marketing endeavors related to the Casper Municipal Golf Course operation.

**8. LESSOR SERVICE OBLIGATIONS:**

Lessor agrees to permit the Lessee the use of the entire lower floor of the Casper Municipal Golf Clubhouse, together with the furniture and fixtures, therein contained.

Lessor shall during the term of this lease, or any renewals thereof, maintain major premises and facility repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds Two Hundred and Fifty Dollars (\$250) per occurrence. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity and quoted price of the repair(s) that are being made to the leased premises and facilities.

Lessor shall pay for custodial maintenance supplies which are devoted to the cleaning of the lower level of the Casper Municipal Golf Clubhouse. Upon receipt of custodial maintenance supply invoices, the Lessee shall promptly submit the invoices to the Lessor for payment(s).

Lessor shall allow the Lessee the exclusive right to give golf lessons at the Municipal Golf Course with all revenues the property of the Lessee.

Lessor shall permit Lessee the exclusive right to the sale of golf equipment, the rental of lockers and club storage, at prices prevailing in the Casper area, for services and equipment of like kind and quality.

Lessor agrees to permit the Lessee to administer and operate the driving range; all revenues derived therefrom shall become the property of the Lessee.

Lessor agrees to pay Lessee, for services rendered as a Golf Pro as set forth herein, an amount equal to twenty two and a half percent (22.5%) of the greens fees and golf cart rental fees on a monthly basis. Greens fees, as used herein, shall mean the fees collected on a daily basis for use of the golf course only, and shall not include season pass memberships.

Lessor agrees to establish a Golf Pro incentive payment plan as it relates to the general operation of the Golf Pro Shop, and specifically related to customer/user satisfaction with their golfing experience at the Casper Municipal Golf Course.

Lessor agrees to provide all gas, oil, lubricants, labor and replacement parts associated with the golf cart rental concession, specifically excluding labor for those normal maintenance and repair services (cart cleaning, cart fueling, engine oil checks, battery level checks, etc.) as provided by Lessee.

Lessor agrees to be the sole authority responsible for maintenance of, and improvements to, all areas of the golf course, except for those areas specifically identified and under the lease agreement authority of the Lessee. However, the Lessee shall have the right and obligation to provide suggestions which may improve the course play, as it relates to the maintenance and improvements to the golf course.

9. AUDITING PROCEDURES:

Cash Register (as provided by the Lessor) - All sales will be entered on the cash register, whether the sales belong to the Lessor, or to the Lessee. A start-up cash drawer fund of One Hundred and Fifty Dollars (\$150) will be provided by the Lessor at the beginning of each season, and the equal amount returned by the Lessee at the end of each season. The Lessee will daily reconcile the cash drawer fund, to the cash register Z-tape amounts; report and charge-off any cash drawer overages, or cash drawer shortages, on that day's deposit slip.

Green Fee Reconciliation - Cash register tape recaps will be matched to tee time schedules and provided to the City on a monthly basis. Original cash register tapes and tee time schedules will be retained by the Lessee for a one (1) year period, at the Pro Shop.

Deposit Cycle - Daily sales receipt deposits should be made the next business day, on a daily basis. When Lessor is not open for business, the Lessee will deposit daily sales receipts the next available open business day.



Activity Schedule - A daily record will be kept by the Lessee (separately, or part of the tee time schedule) indicating the weather conditions (temperature, wind, precipitation, cloud cover/clear sky, etc...) and play schedules (tournaments, men's league, women's league, etc...).

Vouchers (not part of the Lessee profit percentage) - Will only be issued by the Lessor. Lessee will redeem valid dated vouchers, and turn-in copies of the same to the Lessor on a monthly basis.

10. MISCELLANEOUS PROVISIONS:

There shall be no discrimination, or preferential treatment, by the Lessee against, or toward, any individual or groups, and no membership in any organization is necessary to enable the general public to use the said golf course, buildings, or other recreational improvements thereon located, for their intended purposes, upon the payment of the fees prescribed by the Lessor, and upon compliance with the established rules and regulations.

It is the intent of this Lease Agreement to create a relationship of owner and independent contractor, between the Lessor and Lessee, and not an employer and employee relationship, with respect to all services rendered by Lessee, as stated herein. All greens fees and membership fees shall be the property of the Lessor, except as provided in Section 8., herein.

No sleeping, gambling, or consumption of alcoholic beverages is allowed in the pro shop, the starter shack area, or any related facilities provided to the Lessee, within this Lease Agreement.

11. ASSIGNMENT:

Lessee may assign this lease in whole or in part, and may sublet all or part of the leased premises, with the prior written consent of the Lessor; however, notwithstanding assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the lease property for the purpose of maintenance, public safety, and other general inspections.

13. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising

material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Lessee agrees to indemnify and hold the City harmless with respect to all claims alleging such violations, without cost to the City.

Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease Agreement. It is understood and agreed that any approval by the City of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringements. The parties agree that all advertising sold by Lessee placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time. Lessor retains the right of sales and capture of associated proceeds from the golf course advertising on benches, tee signs, and score cards; as arranged with other vendors.

14. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

The Lessee, at its sole cost, risks, and expense; may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and patrons. Such facilities and fixtures shall meet all applicable city, county, state, federal regulations and requirements and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Leisure Services Department for approval, in accordance with existing codes and or standards, prior to construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City, or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of the construction codes.

Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature. Any permanent facility or fixture shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the City, or its designated representative.

15. UTILITIES:

Lessor shall, at its own cost and expense, provide all utilities, upon the leased premises, and shall pay when due all such utility charges.

16. TAXES & ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assigned against the property, facilities, and fixtures upon reasonable notice from the Treasurer, or the Lessor, as to the amount due and owing.

17. DEFAULT:

In the event Lessee shall fail to make any payment called for within thirty (30) days after the same shall fall due, the Lessor may terminate this lease by giving the Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon receiving written notice of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency, within thirty (30) days after receipt of such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement.

18. TERMINATION:

The Lessor has the right to terminate this Lease Agreement for cause by giving not less than thirty (30) days' written notice to Lessee of such termination. It is agreed by both parties that any breach of any term of this Lease Agreement shall constitute cause for termination.

Upon such termination, Lessor shall be entitled to possession of the leased premises, and all permanent improvements therein made by Lessee, without further notice and demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver up the possession of the premises, the Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

19. NOTICE:

Any notice by either party to the other, shall be in writing and shall be deemed to be duly given only if delivered personally, or if mailed by certified mail, postage paid, addressed to Lessor at 200 North David, Casper, Wyoming, 82601 or Lessee at: Casper Municipal Golf Course Pro Shop, 2120 Allendale Boulevard, Casper, Wyoming 82601.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and damages, including attorney's fees, in obtaining possession of the leased premises and facilities after default of Lessee, or after Lessee's default in surrendering possession upon the expiration, or early termination, of the term of the lease or enforcing any covenant of the lessee, herein contained.

21. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire, or other cause, will be the responsibility of the Lessee to repair or rebuild to an equal to or better than condition, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenant, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewal thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination or expiration of the Lease Agreement.

23. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial compensation payments during the continuance of any such breach shall constitute a waiver of any such breach or for any term or condition of this Lease Agreement. No term or condition of this lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

25. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successor, heirs, devisees, and assigns.

26. ENTIRE AGREEMENT:

This lease contains the entire agreement between the parties, and it is agreed that neither Lessor or anyone acting on behalf has made any statements, promise, or agreement, or take upon itself any engagement whatever, verbally, or in writing, in conflict with the terms of this lease that

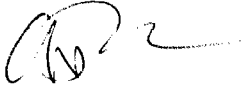
in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

27. WYOMING GOVERNMENTAL CLAIMS ACT:

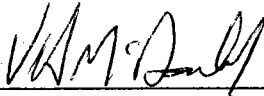
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

IN WITNESS WERE OF, the parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM:

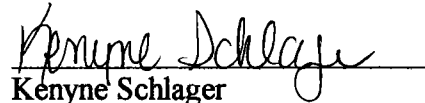


ATTEST:



V.H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation



Kenyne Schlager  
Mayor

LESSEE



Gary Marsh President  
PGA Golf Professional  
Gary Marsh, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

MARSH-9 OP ID: DAY

DATE (MM/DD/YYYY)

10/10/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                     |                                    |
|--|---------------------|------------------------------------|
| PRODUCER<br>Tegeler & Associates-DOU<br>PO Box 687<br>Douglas, WY 82633<br>Daniel York | Phone: 307-358-4527 | CONTACT NAME: Daniel York          |
|  | Fax: 307-358-2456   | PHONE (A/C, No, Ext): 307-358-4527 |
| E-MAIL ADDRESS:  |                     | FAX (A/C, No):                     |
| INSURER(S) AFFORDING COVERAGE  |                     | NAIC #                             |
| INSURER A: Colorado Casualty Ins. Co.  |                     | 41785                              |
| INSURER B:   |                     |                                    |
| INSURER C:   |                     |                                    |
| INSURER D:   |                     |                                    |
| INSURER E:   |                     |                                    |
| INSURER F:   |                     |                                    |

INSURED Gary Marsh, Inc  
PO Box 2792  
Casper, WY 82602

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                                | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | GENERAL LIABILITY  | X  | X        | BKS55646471   | 10/16/13                | 10/16/14                | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |  |          |               |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |  |  |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |  |  |          |               |                         |                         |   | \$           |
|          | AUTOMOBILE LIABILITY   |  |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          | <input type="checkbox"/> ANY AUTO  |  |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |  |  |          |               |                         |                         |   | \$           |
|          | UMBRELLA LIAB  |  |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          | <input type="checkbox"/> OCCUR   |  |          |               |                         |                         | AGGREGATE                                 | \$           |
|          | EXCESS LIAB  |  |          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> CLAIMS-MADE   |  |          |               |                         |                         |   | \$           |
|          | DED  |  |          |               |                         |                         |   | \$           |
|          | RETENTION \$   |  |          |               |                         |                         |   | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |  |          |               |                         |                         | WC STATU-TORY LIMITS                      | OTH-ER       |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | <input type="checkbox"/> Y/N             | N/A      |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |  |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
| A        | Property Section   |  |          | BKS55646471   | 10/16/13                | 10/16/14                | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Confirmed E.D. York that the City of Casper is an Additional Insured. The policy allows AI's if required by contract.*

*Approved RM  
RM/10/13*

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF CASPER  
200 N David #205  
Casper, WY 82601

CITYCAS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*D. York*

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# CERTIFICATE OF LIABILITY INSURANCE

MARSH-9

OP ID: TIS

DATE (MM/DD/YYYY)  
09/26/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Tegeler & Associates-DOU<br>PO Box 687<br>Douglas, WY 82633<br>Daniel York | Phone: 307-358-4527<br>Fax: 307-358-2456                             | <b>CONTACT NAME:</b> Tina Seim<br><b>PHONE (A/C, No, Ext):</b> 307-358-4527<br><b>E-MAIL ADDRESS:</b> tseim@tegelerinsurance.com | <b>FAX (A/C, No):</b> 307-358-2456   |
|   | <b>INSURED</b><br>Gary Marsh, Inc<br>PO Box 2792<br>Casper, WY 82602 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Colorado Casualty Ins. Co. NAIC # 41785<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR   | TYPE OF INSURANCE   | ADD'L SUBR INSR (W/V)               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|--|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A  | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | BKS55646471   | 10/16/14                | 10/16/15                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY: <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |   |                                     |               |                         |                         |  |
| <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |   |                                     |               |                         |                         |  |
| <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE   |   |                                     |               |                         |                         |  |
| <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WY)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                       |   |                                     |               |                         |                         |  |
| A  | Property Section  |                                     | BKS55646471   | 10/16/14                | 10/16/15                | WC STATU- TORY LIMITS OTH- ER<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>CITYCAS</b><br><br>CITY OF CASPER<br>200 N David #205<br>Casper, WY 82601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



# CERTIFICATE OF LIABILITY INSURANCE

MARSH-9

OP ID: TIS

DATE (MM/DD/YYYY)

10/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Tegeler & Associates-DOU<br>PO Box 687<br>Douglas, WY 82633<br>Daniel York |  | <b>CONTACT NAME:</b> Daniel York<br><b>PHONE (A/C No., Ext.):</b> 307-358-4527<br><b>FAX (A/C No.):</b> 307-358-2456<br><b>E-MAIL ADDRESS:</b>                                    |  |
| <b>INSURED</b><br>Gary Marsh, Inc<br>PO Box 2792<br>Casper, WY 82602                          |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Liberty Mutual<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>23043  |  |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS     |   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|------------|---|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X                  | X             | BKS55646471             | 10/16/2016              | 10/16/2017 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/CP AGG \$ 2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |                    |               |                         |                         |            | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   |                    |               |                         |                         |            | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    |               |                         |                         |            | <input type="checkbox"/> RETENTIONS<br><input type="checkbox"/> N/A<br>WC STATU TORY LIMITS <input type="checkbox"/> OTH ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

CITYCAS

CITY OF CASPER  
 200 N David #205  
 Casper, WY 82601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

MARSH-9

OP ID: TIS

DATE (MM/DD/YYYY)

10/13/2017

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|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br><b>Tegeer &amp; Associates-DOU</b><br>PO Box 687<br>Douglas, WY 82633<br>Daniel York | <b>CONTACT NAME:</b> Daniel York<br><b>PHONE (A/C, No, Ext):</b> 307-358-4527<br><b>E-MAIL ADDRESS:</b> dyork@tegeerinsurance.com | <b>FAX (A/C, No):</b> 307-358-2456 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| <b>INSURED</b><br><b>Gary Marsh, Inc</b><br>PO Box 2792<br>Casper, WY 82602                             | <b>INSURER A:</b> Liberty Mutual  | <b>NAIC #</b><br>23043             |
|   | <b>INSURER B:</b>   |                                    |
|   | <b>INSURER C:</b>   |                                    |
|   | <b>INSURER D:</b>   |                                    |
|   | <b>INSURER E:</b>   |                                    |
|   | <b>INSURER F:</b>   |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE  | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF DATE (MM/DD/YYYY) | POLICY EXP DATE (MM/DD/YYYY) | LIMITS  |
|----------|--|-------------------------------|---------------|------------------------------|------------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | X                             | BKS55846471   | 10/16/2017                   | 10/16/2018                   | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS |                               |               |                              |                              | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE   |                               |               |                              |                              | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N                           | N/A           |                              |                              | WC STATUTORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>CITYGAS<br><br><b>CITY OF CASPER</b><br>200 N David #205<br>Casper, WY 82601 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

| <u>SUBJECT</u>   | <u>PAGE</u> |
|--|-------------|
| NON-OWNED AIRCRAFT   | 2           |
| NON-OWNED WATERCRAFT   | 2           |
| PROPERTY DAMAGE LIABILITY - ELEVATORS  | 2           |
| EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)   | 2           |
| MEDICAL PAYMENTS EXTENSION   | 3           |
| EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B  | 3           |
| ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT   | 3           |
| PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION   | 5           |
| ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"  | 6           |
| WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES | 6           |
| NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES   | 7           |
| FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES  | 7           |
| KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT  | 7           |
| LIBERALIZATION CLAUSE  | 7           |
| BODILY INJURY REDEFINED  | 7           |
| EXTENDED PROPERTY DAMAGE   | 8           |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU                  | 8           |

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY - ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



260

of 154

6

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.



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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured Is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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**From:** Justin Schilling [mailto:jschilling@wyomuni.org]

**Sent:** Friday, September 6, 2019 11:52 AM

**To:** Renee Jordan-Smith <rjordansmith@casperwy.gov>

**Subject:** Word from WAM - Region 1 Meeting Next Week, Skating Rink for Sale, Fall Regional Meetings, Finance Director's Workshop, WAMCAT Institute



Wyoming  
Association of  
Municipalities  
*Building Strong Communities*

*Word from WAM!*  
*A Weekly Message*

**WAM Region 1 Fall Meeting is Next Week**



Region 1 Meets Wednesday, September 11th at the WAM Office in Cheyenne

Cheyenne, Laramie, Torrington, Wheatland, Albin, Lingle, Burns, Pine Bluffs, Rock River, Glendo, Chugwater, La Grange, Fort Laramie, Guernsey, Hartville and Yoder, we hope to see you all there. Training on CBD and hemp products will begin at 4 p.m. with the WAM meeting with dinner provided following promptly at 5 p.m. The meeting will take place at the WAM office, 315 West 27th St., Cheyenne, WY 82001. For more information call Justin or Earla at the WAM Office (307) 632-0398.

**Cheyenne Downtown Development Authority Offering Synthetic Skating Rink For Sale**



## FOR SALE: 40'x60' Synthetic Ice Rink, Skates & Accessories: \$5,000

This rink set up is owned by the Cheyenne Downtown Development Authority (DDA) and has been used for the past 3 years. The DDA does not have the staff and volunteer capacity to run it and is letting it go.

This is a one-stop, "take all" package for a synthetic ice-rink set up. It contains everything needed except synthetic ice lubricant treatment and the "skate shed". (A local shed-builder loaned us a shed to use.) Buyer is responsible for loading and transportation to new location (a large U-haul is recommended). A smooth, flat surface is required to lay the rink on. Rink can be used indoors or out.

Rink Related:

- Synthetic ice tiles that fit together to make a 40'x60' rink
- 32 White plastic fence sections approx. 5' long to surround the rink - these are not in great shape due to previous issues with wind
- 4 Long wooden benches (approx 12' long)

Skate Related:

- Approximately 70 pair of ice skates in a range of sizes: children - adult - in 4 totes

- 1 Skate Sharpener
- 4 Plastic Shelf Units to hold skates
- 34 Grey rubber mats (for walkway & under benches)
- 3 Bags of disposable booties (for those who don't want to wear ice skates)
- Lysol spray
- 2 Plastic sleds

Decorating/Misc Related:

- 3 Strings of clear Christmas lights
- 1 "Disco" projection light
- 12 "Light poles" set into cement in 5 gal buckets (approx 6' tall) to hold lights around edge of rink
- 2-5 gal buckets of lights/extension cords
- Garland- 2 totes & bag
- Wreaths & garland - 1 tote
- Decorations- pine cones, Christmas decorations - 1 tote
- 2- 4 ft by 6 ft spiral tree decorations that stake into the ground
- 8-5 gal buckets of playground sand (used to help steady fence panels)
- 2 Rolls duct tape
- 2 Pallets

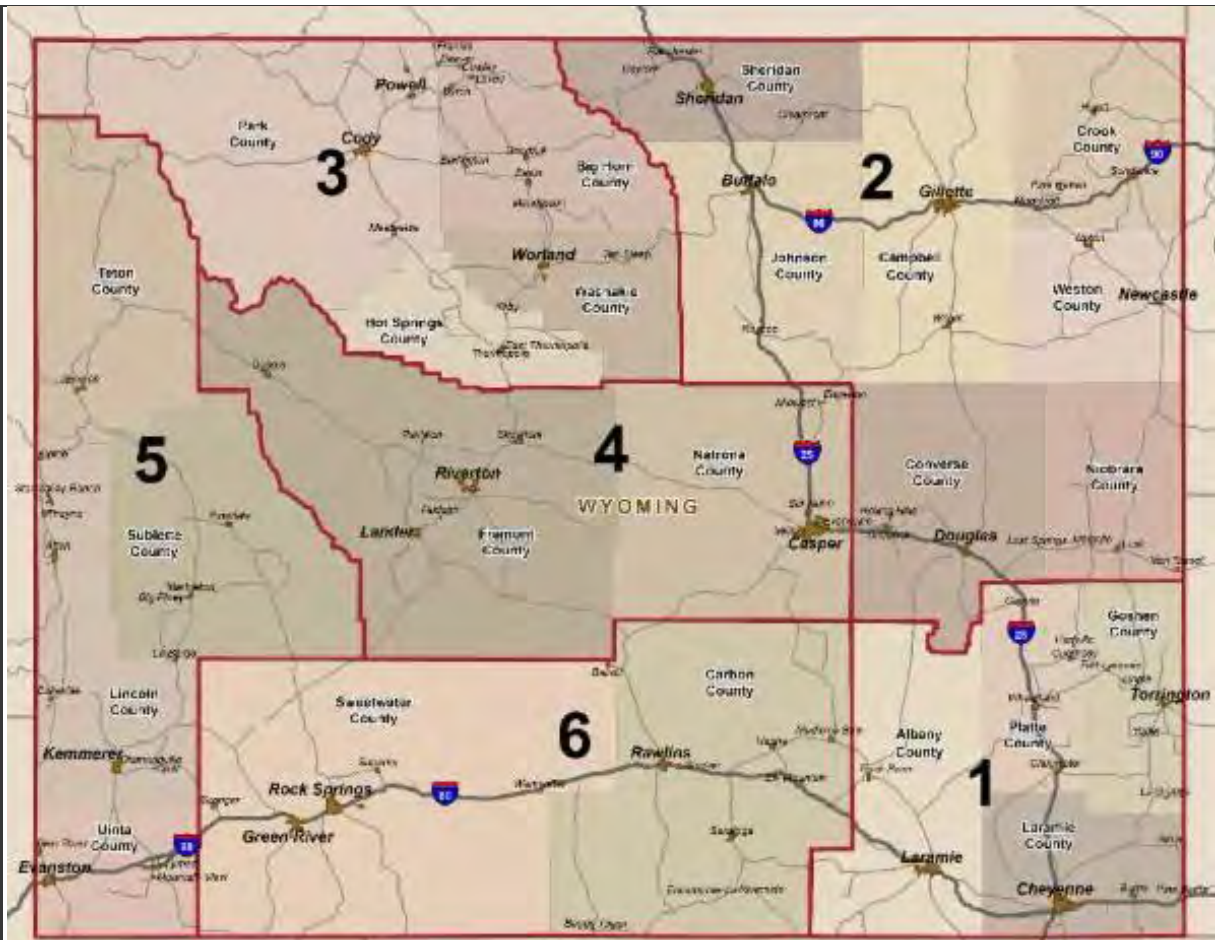
Admin Related:

- Log-in book
- Liability Waivers
- Signs
- First-aid kit
- Donation jar

For more info: Vicki Dugger, [vicki@downtowncheyenne.com](mailto:vicki@downtowncheyenne.com); 307-433-9730 x4.

**WAM Fall Regional Meeting Schedule  
Announced**





WAM Fall Regional Meetings are coming up in September and October. We will be hosting a training on CBD and hemp products by Rhea Parsons from the Wyoming Association of Sheriffs and Chiefs of Police starting at 4 p.m. at each location except the Region 5 meeting in Jackson, please see the note below, and at Region 2 in Gillette. A meal will be served at 5 p.m. with the WAM meeting set to commence as soon as everyone is served. We look forward to seeing you all soon!



**Region 1:** Wednesday, September 11th, WAM Office, 315 West 27th St., Cheyenne, WY, 82001

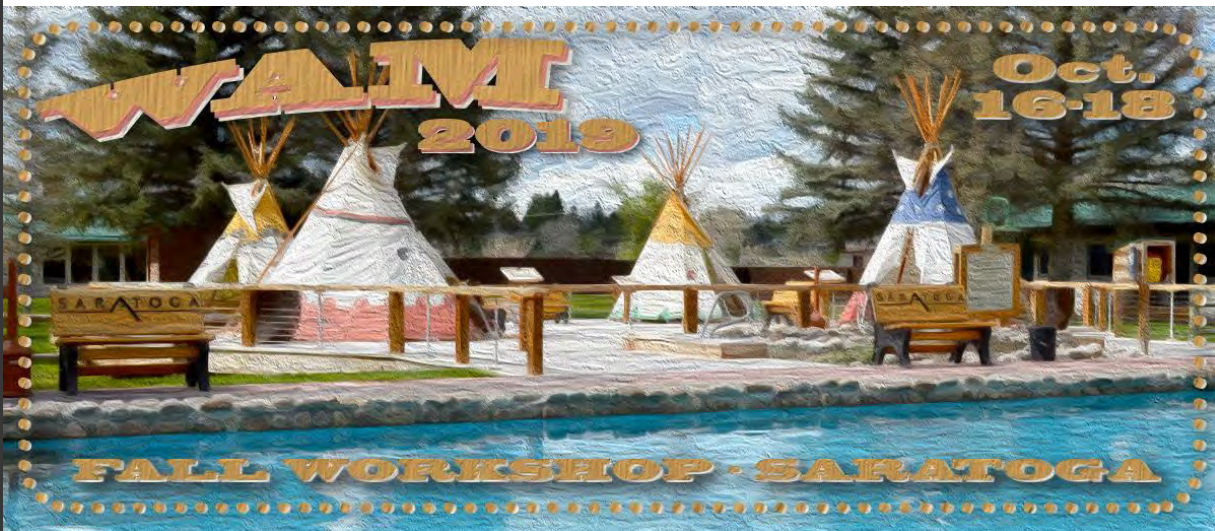
**Region 2:** Saturday, September 21, Gillette City Hall, Third Floor Conference Room, **Starts at 8 a.m., breakfast will be served.**

**Region 3:** Wednesday, October 2nd, Meeteetse Conservation District, 1906 State St., Meeteetse, WY 82433

**Region 5:** Tuesday, September 17th, Snow King Resort, 400 E. Snow King Ave., Jackson, WY 83001 (No training at this meeting, as members are encouraged, but not required, to attend the Joint Corporations Committee Meeting that day at the Teton County Library, 125 Virginian Ln., Jackson, WY 83001. That meeting starts at 8 a.m.)

**Region 6:** Wednesday, September 25th, Hampton Inn, 1055 Wild Horse Canyon Rd., Green River, WY 82935

## Fall Workshop for Finance Directors, Administrators and Managers



**SAVE THE DATE!** WAM Fall Workshop is coming up October 16-18 at the beautiful Saratoga Hot Springs Resort. This event is designed for Finance Directors, Administrators and Managers, and will feature an agenda filled with timely and informative topics relating to the financial wellbeing of your municipality. Come learn, connect and engage with your peers from across the state!

[Registration and lodging information is available by clicking here.](#)

**Topics and Presenters:**

Short Term Rentals Impacts and Planning - Todd Stowell  
New Revenue on the Horizon - Microbonding - JW Rust  
Using the CREG Report and WAM Budget Prep Handbook to Effectively Forecast - Joe Coyne  
Opportunity Zones - Office of HUD  
Wyoming Government Investment Fund - Joan Evans  
Municipal Investment 101 - Troy Hunsucker  
Wyoming Business Council Reorganization Effort Update - Sarah Fitz-Gerald  
Decoding the F66 Report - Richard Cummings

And more to be added....

To check out the Saratoga Hot Springs Resort, please click the video below.



Saratoga Resort & Spa | Things to do in Wyoming

**Fall WAMCAT Institute Coming Up  
September 10th-12th in Casper**

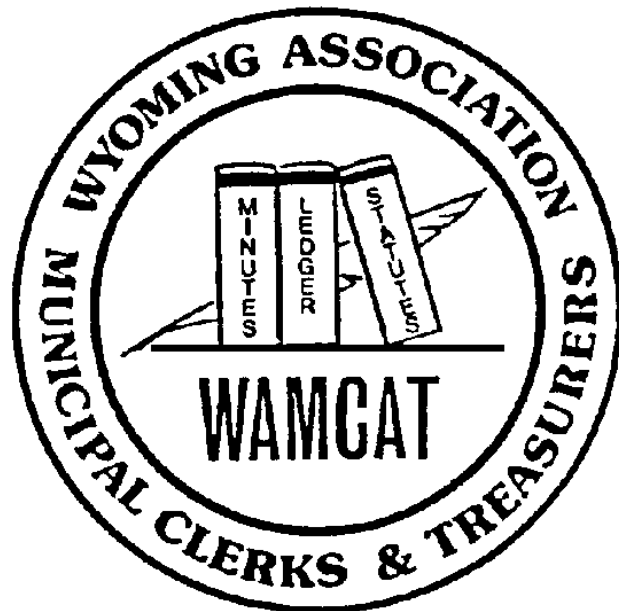


The Wyoming Association of Municipal Clerks and Treasurers (WAMCAT) is please to invite everyone to their 2019 Fall Institute at Casper College, September 10-12, with an additional pre-conference Athenian Dialog available on September 9th.

To read about this year's presentations, [click here.](#)

To learn more about the pre-conference Athenian Dialog on September 9th, [click here.](#)

To register for the event, [click here.](#)



## Wyoming Main Street Offers Architecture Assistance for Historic Properties

Owners of historical, commercial buildings located in traditional downtown districts are invited to submit a pre-application to determine eligibility for the Historic Architecture Assistance Fund (HAAF) by Sept. 1. The final application is due Oct. 15.

If awarded, an architect will be assigned to work with the applicant. Typical projects include a building assessment, structural analysis, analysis of building code and ADA requirements, and façade and signage schematic design.

The funding's intent is for the building owner's first step in their preservation project. HAAF does not provide funds for physical repairs, the purchase of building materials or work by contractors.

The fund is available through Wyoming Main Street, which is a program of the Wyoming Business Council, the state's economic development agency. Wyoming Main Street assists its member communities with downtown revitalization efforts through technical assistance and grant funding.



Applications can be found at [wyomingbusiness.org/content/applications](http://wyomingbusiness.org/content/applications).

For more information, call Historic Preservation Architect Linda Kiisk, historic preservation architect for the State Historic Preservation Office, at 307-777-7566, or Linda Klinck, program manager for Wyoming Main Street, at 307-777-2934.

## Legislative Interim Committee Schedule

### Interim Committee Season Begins and WAM Needs You!

As the Wyoming Legislature begins its interim committee work, remember how impactful your presence and participation in these meetings can be to advancing WAM's legislative efforts. Simply put, legislators love to see, and receive input from, local elected officials. So, if any upcoming meetings are in your neck of the woods, we'd encourage you to join us as we lay the groundwork for a successful 2020 Legislative Session.

### Interim Committee Schedule

#### September

04 Joint Air Transportation, Snow King Resort, Jackson, 8:00 AM

05-06 Joint Agriculture, Marian H. Rochelle Gateway Center, Laramie, 8:00 AM

16-17 Joint Corporations, Teton County Library, Jackson, 8:00 AM

18-19 Joint Revenue, Sublette County Public Library, Pinedale, 8:30 AM

19-20 Joint Blockchain Task Force, UW Coe Building #506, Laramie, 8:30 AM

23-25 Joint Labor, Machine Shop, Evanston, 9:00 AM

26-27 Joint Education, TBD, Cody, 8:30 AM

30 Joint Wyoming's Tomorrow, Casper College, Straussner Hall, Room 217, Casper, 8:30 AM

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# One Call of Wyoming

Proudly supporting  
Wyoming's  
cities and towns

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