

WORK SESSION AGENDA



**Casper City Council
City Hall, Council Meeting Room
Tuesday, October 8, 2019, 4:30 p.m.**

Work Session Meeting Agenda		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-Up		5 min	4:30
2.	City Hall SAFE Project	Direction Requested	20 min	4:35
3.	Golf Pro RFP	Move Forward for Approval	20 min	4:55
4.	Speed Limits, Light Running, & Supplemental Traffic Discussion	Direction Requested	60 min	5:15
5.	Wyoming Senior Olympics 2021 & 2022	Information Only	5 min	6:15
6.	Agenda Setting		20 min	6:20
7.	Legislative Review		10 min	6:40
8.	Council Around the Table		10 min	6:50
Approximate End Time:				7:00

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

September 27, 2019

MEMO TO: J. Carter Napier, City Manager *?? for J. Carter Napier*

FROM: Tracey L. Belser, Support Services Director
Zulima Lopez, Risk & Facilities Manager

SUBJECT: Approve Funding for City Hall Project S.A.F.E. Renovations to Improve City Hall Safety and Security, Aesthetics, Functionality, and Efficiency

Meeting Type & Date
Council Work Session
October 8, 2019

Action type
Direction Requested

Recommendation
That City Council approves funding for City Hall Project S.A.F.E. renovations to improve City Hall safety and security, aesthetics, functionality, and efficiency in the estimated amount of Three Million Dollars (\$3,000,000).

Summary
Casper's City Hall was built in 1978 to serve as the primary facility for citizens to communicate with City officials and conduct City business. This 41-year-old building remains the cornerstone of City business and is in need of significant improvements. A holistic approach has been taken to determine improvements needed for City Hall's safety/security, aesthetics, functionality, and efficiency – City Hall Project S.A.F.E. In February 2019, the City contracted with Stateline No. 7 to develop a design for improvements that addresses a wide variety of needs at City Hall.

Primary objectives for the City Hall Project S.A.F.E. design include:

- Correct exterior and interior vulnerabilities with safety for employees and visitors at City Hall.
- Improve deficiencies identified in the fire suppression system that violate current fire code.
- Address deficiencies on the top and bottom floor that hinder customer service and operational efficiency.
- Remedy significant non-compliance with 2010 ADA regulations in both sets of bathrooms as well as other access challenges throughout the building.
- Add space that is needed to accommodate current and future staffing needs.

- Make improvements to the exterior of the building to be more inviting to visitors, and direct visitors to a primary entrance that engages customers with employees upon entry, and provides useful space for employees to gather or take breaks.
- Provide general maintenance improvements such as track off mats, flooring, repaired overhead lighting, and fresh paint.
- Improve HVAC ductwork throughout the facility which is failing due to age and construction materials.
- Improve Atrium lighting and setup which is not currently conducive to public meetings that are important for public communication and interaction.

Staff believes that the proposed design addresses the concerns and needs identified for City Hall. The only other way to achieve all objectives would be to build a new facility, which is estimated to cost Ten Million Dollars (\$10,000,000).

Financial Considerations

The total project cost, including design, construction, and contingency in 2019 dollars is estimated at just over Three Million Dollars (\$3,000,000). Costs for future labor and materials are expected to increase at a rate of approximately 4% per year. Currently \$450,000 has been approved out of One Cent #16 for this project. Staff suggests that the future sale of City facilities including the City Center Building and the Ash Street Office Building be used to fund the remaining cost of the renovations. However, proceeds from future sales will not be realized for several years due to the need to continue occupying these buildings until the new State building and the new Public Safety building are constructed.

Oversight/Project Responsibility

This project is being overseen primarily by Zulima Lopez, Risk Manager, with support from subject matter experts throughout the organization that comprise the Facility Assessment Team.

Attachments

Cost Estimate

Total Project Cost in 2019

Description	Estimated Cost
Exterior Improvements	\$ 256,080.00
First Floor Improvement	\$ 1,918,036.00
Second Floor Improvements	\$ 599,048.00
Miscellaneous Full Facility	\$ 228,255.00
Total	\$ 3,001,419.00

* All cost estimates include design, construction, and contingency in 2019 values

*\$450,000 allocated from 1%#16 for FY22

October 2, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Director of Parks and Recreation *TC*
Randy Norvelle, Parks Manager
SUBJECT: Golf Professional RFP

Meeting Type & Date
Council Work Session
October 8, 2019

Action type
Direction Requested

Recommendation

That Council provide staff with direction concerning the golf professional contract at Casper Municipal Golf Course.

Summary

As of November 1, 2019, the current contract with the golf professional, Gary Marsh, will expire. Gary Marsh has been the contracted golf professional since 1979. The golf professional is an essential function of any golf course. The professional maintains schedules, directs course play, offers lessons, sells merchandise, and is the main point of contact for our golf course. As a result, staff wishes to maintain the position in a contractual nature.

Staff would like to issue a request for proposals (RFP) along with a sample contract to clearly show prospective candidates the City of Casper's requirements and expectations. Some of the elements of the RFP would include enhanced transparency of all income streams within the golf shop and the ancillary functions it provides. This would also include clear auditing procedures.

Another element would be to clearly delineate what the golf professional would provide in the way of services and conversely, what the City of Casper would provide to the overall golf course operation. For instance, the City would continue to provide for all golf course maintenance through the City staff located at the course. Customer service expectations would also be a component to ensure the citizens are receiving the service they can expect at any City facility as well as those specific to the golf industry.

Furthermore, the RFP would require the candidate to clearly announce what percentages the golf professional expects on each revenue stream of the operation. This element needs to tie back to the transparency requirement to make sure all revenue streams are reported on a monthly basis,

even if the golf professional were to get 100% of the proceeds. For example, golf lessons are a revenue source golf professionals retain most if not all of.

Another component to the future contract would be determining the length. Traditionally, the term has been an annual contract with the option to renew annually for up to five years. Staff would like to renew up to three years. A shorter contract length would allow staff and the golf pro to weigh the revenue, customer service, and overall contractual arrangement on a more frequent basis to ensure the citizens are receiving the best value and golf experience possible.

With an RFP, our current golf professional can submit a proposal as well as anyone else who may be looking to provide this essential service to our community. The goal would be to identify our golf professional by the end of the calendar year.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation
Randy Norvelle, Parks Manager

Attachments

Current Golf Professional Contract with Amendments

AMENDMENT TO THE LEASE AGREEMENT

The Amendment to the Lease Agreement (“Amendment”) is entered into on this 19th 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 15th 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.

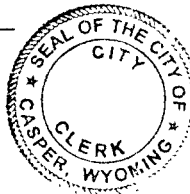
APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
Fleur D. Tremel
Clerk



Ray Pacheco
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 15th of each year.

Oversight/Project Responsibility

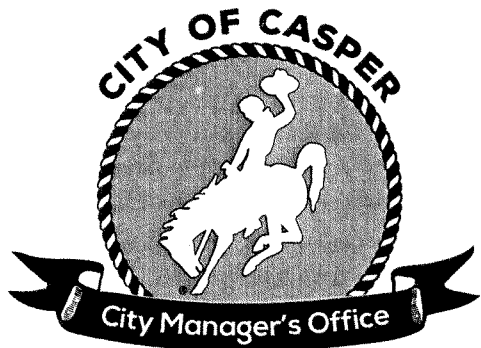
Dan Coryell, Parks Manager

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,

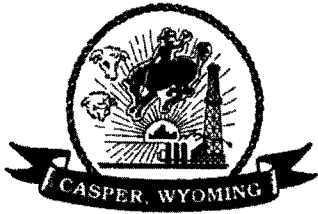
We received your letter of August 1, 2017, requesting renewal of your lease agreement with the City of Casper as the Golf Professional at the Casper Municipal Golf Course for the 2018 golf season. Pursuant to the lease dated March 5, 2013, between the City of Casper and Gary Marsh, Inc. (PGA Golf Professional) 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

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 1st, 2016

Mr. Doug Follick

Leisure Services Director

200 N. David

Casper, Wy 82601

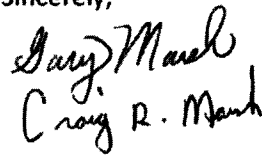
Per my contract I am giving written notice of my desire to renew my contract as Golf Professional with the City of Casper for the 2017 golf season.

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, blocky cursive style.

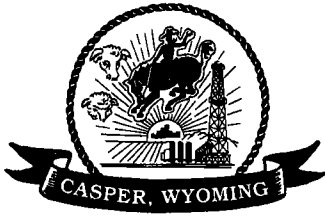
Gary Marsh

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 5th 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

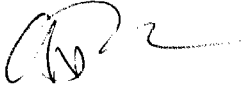
in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

27. WYOMING GOVERNMENTAL CLAIMS ACT:

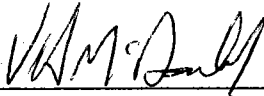
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

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

APPROVED AS TO FORM:

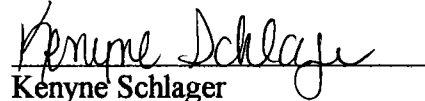


ATTEST:



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: 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).

PRODUCER Tegeler & Associates-DOU PO Box 687 Douglas, WY 82633 Daniel York	Phone: 307-358-4527 Fax: 307-358-2456	CONTACT NAME: Tina Seim PHONE (A/C, No, Ext): 307-358-4527 E-MAIL ADDRESS: tseim@tegelerinsurance.com	FAX (A/C, No): 307-358-2456
	INSURER(S) AFFORDING COVERAGE INSURER A: Colorado Casualty Ins. Co.		NAIC # 41785
INSURED Gary Marsh, Inc PO Box 2792 Casper, WY 82602	INSURER B: INSURER C: INSURER D: INSURER E: 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 INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BKS55646471	10/16/14	10/16/15	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/POP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER							
	POLICY	PRO-JECT	LOC				\$	
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per person) \$	
	HIRED AUTOS	NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB OCCUR							
	EXCESS LIAB	CLAIMS-MADE					EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATU-TORY LIMITS OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L EACH ACCIDENT \$	
							E L DISEASE - EA EMPLOYEE \$	
							E L DISEASE - POLICY LIMIT \$	
A	Property Section			BKS55646471	10/16/14	10/16/15		

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
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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).

PRODUCER Tegeler & Associates-DOU PO Box 687 Douglas, WY 82633 Daniel York		CONTACT NAME: Daniel York PHONE (A/C No., Ext.): 307-358-4527 FAX (A/C, No.): 307-358-2456 E-MAIL ADDRESS: ADDRESS:	
INSURED Gary Marsh, Inc PO Box 2792 Casper, WY 82602		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual NAIC # 23043 INSURER B: INSURER C: INSURER D: INSURER E: 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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <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 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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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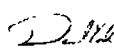
PRODUCER Tegeer & Associates-DOU PO Box 687 Douglas, WY 82633 Daniel York	CONTACT NAME: Daniel York PHONE (A/C, No, Ext): 307-358-4527 E-MAIL ADDRESS: dyork@tegeerinsurance.com	FAX (A/C, No): 307-358-2456
	INSURER(S) AFFORDING COVERAGE	
INSURED Gary Marsh, Inc PO Box 2792 Casper, WY 82602	INSURER A: Liberty Mutual	NAIC # 23043
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BKS55846471	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF CASPER 200 N David #205 Casper, WY 82601	CITYCAS	CANCELLATION 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 
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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

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NON-OWNED WATERCRAFT	2
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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.



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- 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.



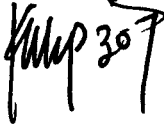


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September 18, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, P.E., Public Services Director 
Chief Keith McPheeters, Chief of Police 
SUBJECT: Speed Limits

Meeting Type & Date:

October 8, 2019
Council Work Session

Action Type:

Information Only

Summary:

Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

Taking into consideration roadway geometry and traffic characteristics, crash history, and observed and measured vehicle speeds, a speed limit is generally established at the speed at which 85 percent of traffic is travelling at or below. Studies have shown that establishing the speed at this threshold yields the lowest crash risk. Establishing speeds at this limit also reflect the judgment of the majority of the drivers as to what is reasonable and prudent given traffic and roadway conditions.

A speed study was recently conducted around the Wyoming Medical Center campus to determine if data supported a proposal to lower the speed limit from 30-mph to 20-mph. On the basis of the observed 85th percentile speeds, it appeared the default speed limit of 30-mph was appropriate. However, the crash history at the intersections of East 2nd Street & Conwell Street and East 2nd Street and Jackson Street supported the proposal to lower the speed limit around the Wyoming Medical Center campus from 30-mph to 20-mph. The recommendation at that time was to reduce the speed limit to 20-mph along East 2nd Street from South McKinley Street to East 5th Street, East 5th Street from South McKinley Street to South Conwell Street, and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street. Council subsequently elected to include all of East 2nd Street between South Park Street and South Conwell Street to be consistent with downtown.

Additional speed data has since been collected along East 2nd Street to determine the effectiveness of the reduced speed limit. The 85th Percentile Speeds have reduced from 34-mph to 28-mph in front of the Hospital. The 85th Percentile Speed between South Park Street and South McKinley

Street is at 30-mph. Speed data was not collected along this stretch prior to the 20-mph speed limit implementation. This data suggests that the speed reduction in front of the Hospital has been marginally effective, with traffic tending to speed up between downtown and the Hospital. Staff recommends the speed limit remain at 20-mph in front of the Hospital but revert back to 30-mph between South McKinley Street and South Park Street.

Based on previous discussions with Council and the public, speed data was also collected along King Boulevard and along West 13th Street at Maple Street. The speed limit along both these sections of roadway is currently at the default of 30-mph. The 85th Percentile Speed along King Boulevard is 40-mph. It is clear that the majority of the public feel this speed to be appropriate, and staff recommends this speed limit be raised to 40-mph.

The 85th Percentile Speed for West 13th Street is 34-mph. A mid-block pedestrian crossing also exists just west of this location to get from the 13th Street ballfields to the Three Crowns pathway to the north. Based on this data and information, staff recommends this speed limit remain at 30-mph.