

Table of Contents

Agenda.....	2
2.A Second Reading Ordinance	
Ordinance No. 13-15.....	3
3.A Casper Coyotes Lease	
Memorandum	7
Lease.....	8
Resolution No. 15-170.....	23
3.B Letter Agreement/Law Firm of Schwartz, Bon, Walker & Studer, LLC	
Memorandum.....	24
Letter Agreement	25
Resolution No.15-171	30

SPECIAL REGULAR COUNCIL MEETING
 Tuesday, June 9, 2015, 4:30 p.m.
 Casper City Hall
 Council Chambers

Agenda

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard <i>Actions to Date</i>
1
18
10

1. ROLL CALL

2. SECOND READING ORDINANCE

A. Consent

1. An Ordinance Pertaining to the Approval of an Agreement for the **Assumption of the Ownership, Operation, and Maintenance Responsibilities of The North Platte Water and Sewer District Water Distribution and Wastewater Collection Systems** by The City of Casper, Wyoming.

3. RESOLUTION

- A. Authorizing a Long-Term Lease Agreement with the **Casper Coyotes** for Use of the **Casper Events Center for Hockey Games and Practices**.
- B. Approving a **Letter Agreement for Retention of Law Firm of Schwartz, Bon, Walker & Studer, LLC**, for Representation of the City of Casper and the Casper City Council in Proposed Litigation by Deborah L. Cheatham.

2015 Goals		
Downtown	Infrastructure	Recreation
		X

4. ADJOURNMENT

ORDINANCE NO. 13-15

ORDINANCE FOR THE ASSUMPTION OF THE OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES OF THE NORTH PLATTE WATER AND SEWER DISTRICT WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS BY THE CITY OF CASPER, WYOMING.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

RECITALS

WHEREAS, the North Platte Water and Sewer District (the "District") operates a water distribution and wastewater collection system, part of which is located within the Casper city limits with the remainder abutting the Casper city limits; and,

WHEREAS, the City currently provides the District with wholesale water and sewer service for the benefit and use of the owners and occupiers of lands within the District boundaries in accordance with an agreement dated October 5, 1999 between said parties; and,

WHEREAS, an agreement between the City and the District, dated February 18, 2009 transferred all of the District's right, title, and interest in and to the North Platte Lift Station, including equipment, easements, property, and suspension bridge over the North Platte River to the City; and,

WHEREAS, the District has no remaining debt for its water distribution and wastewater collections systems; and,

WHEREAS, the District desires to transfer the ownership of its remaining water distribution and wastewater collection systems (hereinafter the "District's water and sewer systems") to the City pursuant to W.S. § 41-10-101 *et seq.*, specifically W.S. §§ 41-10-113(a)(xxiv) and 41-10-156(a)(c), and thereafter be dissolved as provided in W.S. § 41-10-113(a)(xxiv); and,

WHEREAS, W.S. § 41-10-113(a)(xxiv) provides that "water and/or sewer district abuts a city and when all of indebtedness has been fully paid or satisfied, the district has the power to convey to such city, with the consent of the governing body thereof, all of the property of such district upon the condition that the city will operate and maintain such property regardless of whether the area comprising the district is annexed to the municipality." This provision further provides that upon such conveyance the district shall be dissolved and a certificate to such effect shall be signed by the clerical officer of the city and filed with the secretary of state and any county clerk and recorder of any county in which the order establishing the district is filed, and the accepts said condition; and,

WHEREAS, part of the District's boundary as shown in Exhibit "A" is inside Casper City limits and part of the District's boundary is outside Casper City limits in Natrona County; and,

WHEREAS, the District's water and sewer systems are in acceptable condition for assumption by the City for ownership, operation, and maintenance; and,

WHEREAS, all of the retail customer water meters in the District's boundaries have been replaced with City meters through previous agreements between the City and the District; and,

WHEREAS, all of the retail customer water meters in the District's boundaries are already read monthly by the City through previous agreements between the City and the District; and,

WHEREAS, the District's water distribution system has need for minor improvements and upgrades to bring the system up to acceptable standards which the City is agreeing to perform pursuant to the terms and conditions of this agreement; and,

WHEREAS, under Wyoming state law, the City can accept for ownership, operation, and maintenance the District's water and sewer systems and perform the necessary improvements and upgrades needed over a period of time; and,

WHEREAS, the assumption of ownership, operation, and maintenance by the City of Casper of the District's water and sewer systems is in the best interest of all parties; and,

WHEREAS, an "Agreement for the Assumption of the Ownership, Operation, and Maintenance Responsibilities of The North Platte Water And Sewer District Water Distribution And Wastewater Collection Systems by The City of Casper, Wyoming" (the "Assumption Agreement") has been prepared and its approval is conditioned upon the passage of this Ordinance; and,

WHEREAS, the District's assets are being transferred to the City for no consideration, and the City is not incurring any debt for the acquisition of these assets and no revenue bonds are being issued therefore; and,

WHEREAS, the Assumption Agreement provides that the final approval of this Ordinance is conditioned upon the District transferring to the City its monetary reserves within (30) days of the publication of this Ordinance; and,

WHEREAS, following the receipt by the City of the District's monetary reserves (as provided in the "Assumption Agreement") the District, pursuant to W.S. § 41-10-113(a)(xxiv), shall be dissolved upon the City Clerk filing the certificate referenced therein with

the Wyoming Secretary of State and the county clerk and recorder of Natrona County in which the order establishing the District had been filed.

Section 1:

The recitals set forth above are hereby incorporated herein at this point as the findings of the Casper City Council for the approval of the acquisition by the City of the North Platte Water and Sewer District's (the "District") water distribution and wastewater collection systems, part of which is located within the Casper city limits with the remainder abutting the Casper city limits.

Section 2:

The "Agreement for the Assumption of the Ownership, Operation, and Maintenance Responsibilities of The North Platte Water and Sewer District Water Distribution and Wastewater Collection Systems by The City of Casper, Wyoming" (the "Assumption Agreement") is hereby approved by the City, and the Mayor is hereby authorized to execute said agreement with the City Clerk attesting the execution thereof.

Section 3:

Upon satisfaction of all of the terms and conditions of the Assumption Agreement, the City shall be deemed to have accepted the ownership, operation, and maintenance responsibilities of the North Platte Water and Sewer District Water Distribution and Wastewater Collection Systems as set forth in said Agreement.

Section 4:

The approval of this Ordinance is conditioned upon the District transferring to the City its monetary reserves within (30) days of the publication of this Ordinance as provided in the Assumption Agreement and complying with the other terms and conditions thereof.

PASSED on 1st reading the 2nd day of June, 2015.

PASSED on 2nd reading the ____ day of _____, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

June 4, 2015

MEMO TO: John Patterson, City Manager

FROM: Doug Follick, Leisure Services Director 
Brett Dovala, Events Center Manager

SUBJECT: Resolution authorizing Lease Agreement for use of the Casper Events Center by Chad Parrish d/b/a the Casper Coyotes.

Recommendation:

That Council, by resolution, authorize a Lease Agreement with Chad Parrish d/b/a the Casper Coyotes for use of the Casper Events Center (CEC).

Summary:

In 2014/2015 the Casper Coyotes junior hockey (Casper Coyotes) team played their season games at the Casper Ice Arena with the exception of the January 30, 2015. The attendance for this game was 1806.

The Casper Coyotes team playing in the Western Hockey League, have fourteen regular season and two exhibition games scheduled at the Casper Events Center. Their first scheduled game is set for August 28, 2015. The Casper Coyotes will be practicing at the Casper Events Center and the Casper Ice Arena weekday mornings and playing games on several Thursdays and Sundays with most of their games played on Fridays and Saturdays.

The attached lease agreement establishes fees associated with rent, Box Office fees, Ticket Stock & Printing, Concessions percentage paid to Lessee, Events Staff, Provisions, Naming Rights, Sponsorship Opportunities, Equipment and Electronic Ribbon Usage.

A resolution has been prepared for Council's consideration.



PO Box 128, Casper, WY 82602
307-235-8441 • Fax 307-235-8445



CASPER EVENTS CENTER LEASE AGREEMENT

EVENT: CASPER COYOTES HOCKEY GAMES AND PRACTICES **LEASE NO.** 2140

THIS AGREEMENT, made and entered into on this _____ day of **June 2015** by and between the City of Casper, Wyoming, a Wyoming municipal corporation whose principal offices are located at 200 North David Street; Casper, Wyoming, hereinafter referred to as CITY or LESSOR, and the, **Chad Parrish, doing business as (d/b/a) the CASPER COYOTES**, whose principal offices are located at 3230 Ridgecrest Drive, Casper, Wyoming 82604, hereinafter referred to as LESSEE.

That under the terms and conditions hereof, CITY grants to LESSEE a non-assignable, non-exclusive right for such LESSEE to use and occupy that portion of the Casper Events Center (the CENTER or CEC), described as follows: **Full Arena at the Casper Events Center– Hockey Configuration** for the sole purpose, and no other, of: **Hockey Games and Practices.**

Under this agreement, LESSEE is entitled to use and occupy said premises as follows:

Move In/Set Up: **After 10:00 a.m. on ice hockey game days. Dates are set forth on Exhibit D, which is attached hereto, and hereby made a part of this Agreement.**

Event(s) Use: **Doors open to public: One (1) hour prior to puck drop. Games begin: See Attached Exhibit D. Only dates set forth on Exhibit D are part of this Agreement. Any other dates and times will require the good-faith negotiation of the parties.**

Clear the Ice: By 11:59 p.m. on game day

The LESSEE shall vacate the premises and surrender possession of the ice to the CITY by **11:59 p.m. on all game days.**

Time shall be of the essence of this agreement and the time herein granted shall not be extended for the occupancy or use of the Center by the LESSEE or for the installation or removal of equipment by the LESSEE without the express written permission of the MANAGER of the Center, hereinafter referred to as the CENTER MANAGER, and all additional time shall be paid for according to the schedule of fees agreed to by the CENTER MANAGER, if such permission is granted. This lease agreement will not be approved by CITY unless signed and returned to CITY within twenty (20) business days of the date set forth herein, accompanied by the required deposit and insurance certificate or policy.

RENTAL: It is understood and agreed that in consideration for the grant by the CITY of permission to use CENTER, the LESSEE hereby agrees to pay to the CENTER the following rental for the use of the premises described hereinabove on the dates specified herein:

Lease Term: **This Agreement begins immediately after its complete and proper execution, and continues until midnight on July 31, 2020, at which time this Agreement shall terminate, and be of no further force or effect between the parties. PROVIDED, HOWEVER, if the Lessor secures an agreement for another hockey team to locate in Casper, Wyoming, and that team is part of a higher level hockey league, the Lessor may terminate this Agreement by giving one (1) year written notice of its intent to terminate. After one year from the date of the written notice of intent to terminate, this Agreement shall be of no further force of effect between the parties. By way of illustration, and not as a limitation, leagues that would be considered a higher level include:**

- **Major league professional hockey –the National Hockey League (NHL).**

- AAA minor league professional hockey -- the American Hockey League (AHL).
- AA minor league professional hockey – the ECHL.
- Class A minor league professional hockey -- the Federal Hockey League (FHL), Ligue Nord-Americaine de Hockey (NLAH) and Southern Professional Hockey League.
- Other professional hockey leagues.

Rent: \$1.00 per Ticket Issued, Sold and Complimentary

Complimentary Tickets: No Charge for the first 200 Complimentary tickets (per game). Thereafter, a reasonable per ticket fee for all Complimentary Tickets Issued will be agreed upon on a per game basis by the CENTER MANAGER and designated Casper Coyotes Representative. Complimentary tickets are taxable to the Lessee pursuant to Wyoming Statutes and the regulations of the Wyoming Department of Revenue.

Box Office Fee: \$500 Fee per Game as further described in Section 10. B.

Ticket Stock & Printing: LESSEE will pay the costs of all ticket stock and ticket printing of all tickets issued at a rate of \$0.10 per ticket printed.

Merchant Discount Fee: A Merchant Discount Fee of 2.5% on all tickets purchased with credit cards at Box Office Windows, which will be charged to and paid by the LESSEE.

Sales Tax: Five Percent (5%) Sales Tax

Concessions: 50% of Net Concession and Alcohol Sales, after all expenses, will go to LESSEE

Event(s) Staff: \$2,750 per Game; \$3,500 per Game if on a Holiday
Prices adjusted annually for City of Casper Cost of Living Adjustments (COLA)

Plus Equipment: Plus Equipment per attached Exhibit A.

Plus Provisions: Plus provisions listed under item #33.

CEC Naming Rights: LESSEE shall have the exclusive right, during the term of this Agreement, to solicit from private parties sponsorship for naming rights of the Casper Events Center. The adoption of any such name and the terms and conditions of its use for the name of the Casper Events Center shall be subject to the approval thereof, in writing, by the Casper City Council in its sole discretion. Upon approval thereof by the Casper City Council, all revenue resulting from the adoption of any such name shall be payable solely to the CITY, which shall then split any such revenue equally between the CITY and the LESSEE on a fifty-fifty percent (50-50%) basis. The CITY shall pay to the LESSEE the LESSEE'S share of the revenue within thirty (30) days of receipt by the CITY.

Scoreboard, Cup Holder and Step Sponsorship Opportunities:

With the installation of a new scoreboard at the CEC, sale of sponsorships by the LESSEE will be split on a fifty-fifty percent (50-50%) basis between the CITY and LESSEE. Current signage sponsorships shall be retained 100% by the CITY. LESSEE shall not sell sponsorships that conflict with exclusive building advertisers or sponsors.

Electronic Ribbon Usage:

LESSEE has 100% use of the ribbon during ice hockey games, on game days only. Provided, however, the CITY may use the ribbon during the event to broadcast messages of a bona-fide emergency or necessary public service announcement. For example, if a child is lost, the CITY may use the ribbon to relay a message requesting the parents of the child to report to a specific area.

Dasher Boards and Ice Sponsorships:

All (100%) of dasher board and LESSEE'S ice sponsorship revenue will go to the LESSEE. LESSEE will be responsible for costs associated with installation and creation of all sponsorship materials. Provided, however, all dasher board content, locations, installation methods and sponsorship materials are subject to the approval by the CENTER MANAGER.

Center Ice Logo:

The Wold Family Arena logo will permanently remain as the main, center ice artwork.

Staff and Equipment:

LESSEE is responsible for all costs and expenses for all hockey-related staff, team members, coaches, doctors, trainers, volunteers and equipment that in any way arise from the performance of the LESSEE'S hockey games and practices.

Office Space:

CEC shall provide one Business Administration Office in the CEC Administrative Office located near the home-team locker room. The Business Administration Office may need to be temporarily vacated based on the needs of other contracted events.

ALTERATIONS:

No alterations, modifications or additions to the Business Administration Office may be made without written permission of CENTER MANAGER. If written permission is granted, the alterations, modifications or additions shall meet all applicable City, State, or Federal requirements, and such other requirements as may be prescribed by the CITY. The plans and specifications for any temporary or permanent facility or fixture shall be submitted for approval of the CENTER MANAGER. 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 CENTER MANAGER or his designee shall have the authority to approve or disapprove of all such facilities or fixtures placed upon or proposed to be placed upon the Premises. LESSEE may, at termination of this Lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the CITY.

The CITY reserves the right to make such improvements to the property as it may desire.

Practices:

Practices may be held at the Casper Events Center at no charge. Practices must be held between the hours of 8:00 a.m. and 11:30 a.m. Practice dates are based on the availability of the Casper Events Center. LESSEE may contact the CENTER MANAGER each week for a tentative weekly schedule.

LESSEE agrees to make additional deposit with CITY on written notice by CITY to LESSEE'S address on this agreement for such sums as CITY feels are necessary to cover the costs which CITY would encounter on behalf of LESSEE in relation to the event(s) (reimbursables), and to make such payment by cash, certified check, or bank cashier's check.

PAYMENT AND LIQUIDATED DAMAGES: The LESSEE hereby agrees to provide, prior to the on-sale of any tickets for each hockey season (as set for in Exhibit D), to the CITY the sum of **Five Thousand Dollars (\$5,000.00)** in cash, check, certified check or bank cashier's check, payable to the CITY OF CASPER, as a deposit to cover rental, incidental expenses, and liquidated damages as provided hereinafter. It is further agreed that if the LESSEE fails to hold the event or events specified hereinabove at the agreed time or times, said LESSEE shall pay to the CITY the sum of **Five Thousand Dollars (\$5,000.00)** as liquidated **damages** for each event that LESSEE fails to hold. The parties agree that the damages which the CITY might reasonably anticipate as the result of the LESSEE'S failure to hold such event or events are difficult to ascertain or predict. The amount agreed on as liquidated damages is considered by both parties to be a reasonable estimate of damages which the CITY will suffer as a result of the LESSEE'S failure to hold such event or events on the dates scheduled. The parties agree that the amount set forth does not constitute a penalty. The deposit shall be refunded, less damages and missing equipment within 7 days of the conclusion of the final regular season game. **Should amounts owed by the Contractor to the CITY for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the CITY'S general credit policy, those amounts may be deducted from the payment being made by the CITY to the Contractor pursuant to this agreement.**

APPROVAL OF CONTRACT: It is agreed that this contract will not be in force until it has been signed by both parties. In the event approval is denied, the total deposit will be returned to LESSEE. Deposit listed above is Per Season.

PERSONNEL AND EQUIPMENT: It is understood and agreed by and between the CITY and the LESSEE that all personnel necessary to operate the premises shall be provided by the CITY. The number of personnel necessary for the event or events shall be fixed by the CENTER MANAGER. The LESSEE must secure the written permission of the CENTER MANAGER for the use of volunteer or paid service staff and such personnel shall be under the jurisdiction and be subject to the control of the CENTER MANAGER. The Casper Events Center Service Representative assigned or other authorized person designated by the CENTER MANAGER, shall have complete charge of the event (s) and in consonance with the LESSEE, Casper Fire and Police Supervisors assigned may take all necessary precautions to avoid any and all disturbances, even to complete termination of the program in progress should it become necessary to ensure the safety of public and property.

GENERAL TERMS AND CONDITIONS:

- 1. FIRE, FLOOD OR OTHER DISASTERS:** In case the CENTER or any part thereof shall be destroyed or damaged by fire, flood, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment terms of this Agreement by the CITY impossible, including, without limitation thereto, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof or by reason of labor disputes, or by reason of a natural disaster, then and thereupon this Agreement shall terminate and the LESSEE shall pay rental for said premises only up to the time of such termination in proportion to the rate herein specified and LESSEE hereby waives any claim for damages or compensation should this permit be so terminated. LESSEE agrees to not stage any act or performance in which fire or flame is involved without first having obtained the prior written permission of the CENTER MANAGER. The LESSEE further agrees that he will not use any decorative materials prohibited by CITY ordinance, including, but not limited to: crepe paper, cellophane, confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw, paper, vines, moss, coniferous foliage, helium balloons, propane tanks, or any similar flammable or combustible materials in or about the premises of the CENTER.
- 2. VACATION OF PREMISES:** In the event that the above described office space is not vacated by LESSEE on the date and time named at the end of the term for which the office space will be used by LESSEE in accordance with this agreement, and/or if the ice is not cleared as described in this Agreement after hockey games or hockey practices, the CITY shall be and is hereby authorized to move from said building at the expense of the LESSEE any and all goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of said building on which the term of this Agreement has expired, and CITY shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed and the CITY is hereby expressly released from any and all claims for damages of whatever kind or nature arising from its taking and holding said property. For such additional period beyond the term of this Agreement that any property of LESSEE may so remain in the building, CITY shall be entitled to charge the sum per day as provided in this contract as the payment to be made for rent. Any property which CITY is required to move and store for LESSEE'S benefit shall be subject to a storage lien in the amount of **One Hundred Dollars (\$100.00)** per day which shall be paid to CITY by LESSEE before said property is removed. The CITY, in addition, will have all rights and remedies as provided by law with respect to said property.

3. UTILITIES AND SERVICES: That in the event extra utilities shall be required by LESSEE, they shall be paid for by LESSEE at the current rates in effect in said building. Neither CITY, its officers, agents, employees or members of its boards and commissions shall ever be liable for any stoppage or interruption of any of said services. LESSEE shall not use or connect with the electric wires, plugs or other outlets, any more lights or appliances than are provided in each room or area by the existing theater lighting and sound system, nor shall LESSEE use or convert any electric lamp to higher candle power other than that so provided for, or any fan, motor or other machine or apparatus other than that so provided without the written consent of the CENTER MANAGER or his designee. LESSEE shall not connect with the water pipes, faucets or other outlets, any machine or apparatus using water, without the written consent of the CENTER MANAGER or his designee. In the event of receiving the CENTER MANAGER'S written permission for any such connection, LESSEE shall pay the cost of the electricity or water so used by the light or electrical appliance, or by the water-using apparatus.
4. LAWFUL USE: LESSEE agrees that every member connected with LESSEE'S use of said building shall abide by, conform to and comply with all the laws of the United States and State of Wyoming and all of the ordinances of the City of Casper and the rules and regulations of the CENTER for the government and management of said building, together with all rules and regulations of the Police and Fire Departments of the City of Casper, and if the attention of said LESSEE is called to such violation on the part of LESSEE or any personnel employed by or admitted to said premises by said LESSEE, said LESSEE will immediately desist from and correct such violation.
5. SEATING CAPACITY: LESSEE shall not admit to said premises a larger number of persons than can safely and freely move about in said premises and the decision of the CENTER MANAGER in this respect shall be final. The sidewalks, grounds, entries, vestibules, halls, elevators, abutting streets and all ways of access to public utilities of said building shall not be obstructed by LESSEE, or used for any purpose other than for ingress to and egress from the demised premises.
6. RESPONSIBILITY FOR PROPERTY IN BUILDING: CITY assumes no responsibility whatever for any property placed in said premises, and LESSEE hereby expressly relieves and discharges CITY from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use of occupancy of said building or any part thereof under this Agreement. Provided, however, notwithstanding the above, any damages to property arising out of the negligence, intentional errors or omissions, or willful misconduct of CITY or its employees, officers, or representatives, shall be the responsibility of CITY. All watchmen or other protective service desired by LESSEE must be arranged for by special agreement with the CENTER MANAGER at the sole cost and expense of LESSEE.
7. DAMAGE OR DEFACEMENT OF BUILDING OR PREMISES; MAINTENANCE OF NUISANCES: LESSEE shall not injure nor mar, nor in any manner deface, said building or premises and shall not cause nor permit anything to be done whereby said building or premises shall be in any manner injured or marred or defaced nor shall he drive nor permit to be driven, any nails, hooks, tacks, or screws in any part of said building nor shall he make or allow to be made any alteration of any kind therein. If said premises, or any portion of said building or grounds, during the term of this permit shall be damaged by the act, default or negligence of LESSEE or by the LESSEE'S agent, employees, patrons, or any person or persons admitted to said premises by said LESSEE, the LESSEE will pay to CITY upon demand, such sum as shall be necessary to restore said premises to their original condition ordinary wear and tear excepted. LESSEE agrees to cause said premises to be kept clean during the term of occupancy excepting such common areas as may be regularly maintained and cleaned by the janitorial force employed by the CITY. LESSEE shall not in all or any part of the Casper Events Center:
 - a. Commit any nuisance or knowingly do or permit to be done anything, which may result in the creation or commission of a nuisance.
 - b. Cause or produce to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors or odors.
 - c. Use any part therefor for cooking, lodging, sleeping or any unlawful purpose.
 - d. Overload any floor, ceiling or wall thereof or the gridiron or hanging equipment or any other fixture therein.
 - e. Place any additional lock of any kind upon any window or interior or exterior door of the Casper Events Center.
8. CONCESSION RIGHTS: All concession rights are reserved to the CITY and its assigns and CITY or its agents shall have the sole right to sell, give away or dispense food and beverages. The CITY furthermore reserves the right to conduct checkrooms, to take photographs, and other privileges, and the LESSEE shall not engage in or undertake the sale or dispensing of any of the aforesaid food or beverages or similar articles or privileges, without the written consent of the CENTER MANAGER. Notwithstanding the above, LESSEE shall have the sole right to sell novelties, periodicals and other merchandise, and to keep all revenues therefrom. PROVIDED HOWEVER, Neither LESSEE, nor LESSEE'S exhibitors, shall give away or sell any items under the terms of this Agreement without permission from the CENTER MANAGER.

9. **INSURANCE AND INDEMNIFICATION:** The LESSEE agrees to indemnify and hold the CITY harmless from any and all claims arising out of LESSEE'S operations in the CENTER for the event(s). Notwithstanding the above, this indemnification shall not extend to any claims or liabilities for damages to persons or property arising from the services provided by, operations, actions, negligence, intentional acts or omissions or willful misconduct of the CITY, or its officers, Managers, managers, or employees, or related to the CITY'S or its employees', contractors' or representatives' construction, maintenance or use of the CENTER or any structural defects of the CENTER, for which the CITY shall be liable. 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 in an amount of 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 written notification to the CITY, that "the City of Casper, its employees, managers, officers, officials, and volunteers" be named as an additional insured there under, 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 and Endorsements evidencing such insurance as described above immediately after execution of this agreement and NO LATER THAN fourteen (14) business days prior to use of the property.** In addition, the LESSEE shall provide the CITY with copies of insurance policies and/or policy endorsements listing the CITY of Casper and its employees as additional insured(s). The CITY'S failure to request or review such policies, endorsements, and certificates shall not affect the CITY'S rights or the LESSEE'S obligation hereunder.

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.

The LESSEE agrees that LESSEE may be required to obtain higher levels of public liability insurance coverage than previously stated, if, in the sole determination of the City of Casper, such coverage is prudent.

It is recognized by and between the parties to this Agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the primary term of this lease, or any subsequent terms, then such insurance as outlined above from LESSEE shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the CITY having the option to immediately terminate this agreement and take possession of the leased premises.

The LESSEE also agrees to reimburse the CITY for any damages to CITY property, which occurs on the premises as a result of the acts, errors, or omissions by the LESSEE or his agents during the LESSEE'S use and occupancy of the premises.

The LESSEE hereby expressly waives any and all claims of whatever nature for any or all loss or damage sustained by reason of any defect, deficiency or failure or impairment of the premises or any services to or in the premises, including but not limited to: the water supply system, wires leading to or inside the premises, gas or electric or telephone systems, or from any other source whatsoever.

10. **TICKET AND TICKET OFFICE:** The CITY shall at all times maintain control and direction of ticket office, ticket personnel and ticket sales revenue until settlement.

- A. Locations: CITY shall have the sole right to offer tickets for sale at the location(s) of its choice, and via electronic avenues.
- B. Charges: CITY shall provide ticket office facilities. LESSEE shall pay a **\$500.00 per game box office fee**. Said fee shall be a separate charge apart from the building's rent charges.
- C. LESSEE agrees to allow CITY to review and modify all Season Ticket information prior to the public distribution.
- D. Tickets: All tickets shall be issued by the CITY, not the LESSEE.
- E. Absolute ticket prices (ticket price including all facility and promoter fees) must be the advertised price.
- F. Complimentary: LESSEE agrees to provide **-24-** tickets to CITY for each Game covered by this Agreement. **These Complimentary tickets shall not be subject to facility/box office fees.** Tickets will be used at the discretion of the CITY.
- G. Settlement: Rental settlement shall be made on the night of each game unless prior settlement is reached between both parties. Reimbursable costs shall also be paid on a preliminary basis at the same time, based on an estimate by the CITY plus ten percent (10%) overall contingency. Any unused portion will be returned to LESSEE with final settlement as soon thereafter as

possible. LESSEE may request additional reports, and such reports will be provided without unreasonable delay. Such additional reports include, damage receipts, drop count, parking lot survey, complimentary, and paid ticket breakdown.

11. TELEVISION AND BROADCASTING RIGHTS: The LESSEE shall not televise or broadcast any event(s) scheduled to be presented in the CENTER under the terms of this Agreement without the prior, written approval of the CENTER MANAGER. If the LESSEE desires to telecast or broadcast any event(s), and the CENTER MANAGER gives written approval therefor, The LESSEE shall pay all costs in connection with the televising of such event(s).
12. DECORATORS AND CONTRACTORS: LESSEE agrees that only decorators and contractors approved by the CENTER MANAGER shall be employed on the premises.
13. SIGNS AND POSTERS: LESSEE will not post or exhibit nor allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards upon said billboard as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by CENTER MANAGER. That LESSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters, or cards of any description objected to by CENTER MANAGER. CITY agrees to make its illuminated attraction boards available to LESSEE at standard fees as may be in effect at time of the contract.
14. ADVERTISING: LESSEE agrees to prohibit any content in its advertising of event(s) under this Agreement that implies the CITY is sponsoring such event(s), unless the event(s) in fact is co-sponsored by the CITY. LESSEE furthermore agrees to display, as part of their advertising, the CENTER's logo in a readable fashion on any and all of its printed advertising material. LESSEE agrees to submit proof of advertising materials to CENTER's Marketing Department for review and approval prior to publication or broadcast.
15. LOST ARTICLES: That CITY shall have the sole right to collect and have the custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the LESSEE or any person in the LESSEE'S employ shall not collect nor interfere with the collection or custody of such articles.
16. RIGHT OF RE-ENTRY: If the said premises or any part thereof shall become vacant during the term of this agreement, CITY or its representative may re-enter the same either by force or otherwise and with or without process of law without being liable therefore, and may at its own option re-rent said premises as the agent of said LESSEE and receive the rent therefor, applying the same, first: to payment of such expenses -as may be incurred in re-entering said premises, and then to the payment of the rent due by LESSEE; the surplus, if any, to be paid over to the LESSEE and said LESSEE covenants and agrees to pay to the CITY on demand the- balance, if any, of the rental herein agreed to be paid remaining after deducting the net rental resulting from such re-renting, but nothing herein contained shall be construed as imposing any obligation on the CENTER to so re-rent or attempt to re-rent the said premises or in any way affect the obligation of the LESSEE to pay the full amount of said rental in case said premises shall not be so re-rented.
17. DEFAULT BY LESSEE AND TERMINATION: LESSEE covenants that if any default is made in the payment of the rent or any part thereof at the times above specified, or if any default or violation is made in the terms of this lease, this lease at the option of the CITY shall cease and terminate and the CITY shall have the right to re-enter the premises with or without process of law and LESSEE agrees to peaceably give up possession of the premises in such event, and LESSEE shall, notwithstanding such re-entry, pay the full amount of said rental as herein agreed to be paid. In case suit or action is instituted by CITY to enforce compliance with this Agreement, LESSEE agrees to pay all court costs, and expenses of CITY including attorneys' fees arising from such suit or action.
18. SET UP INSTRUCTION: LESSEE agrees that all necessary set up information will be received at the CENTER office no later than three (3) days before an event. LESSEE agrees to pay excess labor charges incurred when event set up information is not received at or before the prescribed time.
19. CROWD CONTROL: LESSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said buildings, or to any portion of said buildings and grounds. LESSEE further agrees to observe the rules and regulations as outlined in Exhibit "B" of the Casper Events Center and be responsible for those under direct or indirect control or under contract to it.
20. ACT AGREEMENT: The LESSEE certifies and attests that it has a valid, properly executed, and compatible contract with the athletes, teams coaches, and all other hockey personnel (hereinafter "Athletes") whose services form the basis for its desire to rent the facility. The LESSEE shall submit to CITY upon demand a copy of said contract with the Athletes.

21. INTERMISSION/HALF-TIME: LESSEE agrees that for all events lasting one hour or more, excepting religious or other engagements specifically excluded, an intermission or half-time of not less than twenty (20) minutes shall be required. This requirement is subject to modification by the CENTER MANAGER when necessary to meet unusual conditions.
22. COPYRIGHTS: LESSEE will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into the event(s). LESSEE agrees to indemnify, defend and hold harmless the CITY from any claims or costs, including legal fees, which might arise from question of use of any such material described above. LESSEE must have own License Agreements with ASCAP, BMI, and SESAC and is responsible for all copyright license fee payments.
23. OBJECTIONABLE PERSONS: The CITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither the CITY nor any of its officers, agents or employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the exercise by the CITY of such right.
24. REFUND OF TICKET REVENUE: The CITY retains the right to make the sole determination(s) of ticket refunds for cause. This shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of projection equipment; and failure of a game to be played within reasonable time of schedule provided by LESSEE.
25. MARQUEE: The policy of use regarding placing of advertising and public service information on the CENTER marquee(s) shall be at the sole discretion of the CENTER MANAGER.
26. PARKING: All parking rights and privileges are reserved by the CITY. There is provided, as part of this Lease Agreement, ample free parking at the service yard area of the Center. Any electrical hookups required shall be at the prevailing rate.
27. DOORS: All designated entrance doors into the CENTER shall open a minimum of one (1) hour prior to the scheduled performance.
28. REMEDIES NONEXCLUSIVE: All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the CITY at law or in equity.
29. SURRENDER OF POSSESSION: LESSEE covenants and agrees to yield and deliver peaceably to the CITY possession of the premises at the end of the term of this lease or any extensions thereof in the same condition as of the date of commencement of this agreement, ordinary wear and tear excepted. Lease shall allow no liens to be placed upon the leased premises.
30. WARRANTIES: LESSEE, by accepting and signing this agreement, certifies that it has inspected the leased premises and accepts the same in their present condition, and the CITY makes no representation to LESSEE about the condition of the property, other than as stated herein and THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY OF SAID WARRANTIES ARE EXPRESSLY NEGATED.
31. WYOMING GOVERNMENTAL CLAIMS ACT: The CITY does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The CITY specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
32. LATE FEES: LESSEE agrees that any fees, rentals, charges, assessments, or other sums due to CITY under the terms of this Lease Agreement shall be paid to the CITY pursuant to the Collection Policy of the CITY, as it may, from time to time, be amended. Currently, the CITY'S Collection Policy requires payment to the CITY of these sums within THIRTY (30) days of their initial due and payable date. Any amounts not paid in full within said thirty (30) day collection period shall be assessed a late fee as provided in the CITY'S Collection Policy, which may, from time to time, be amended. This fee or fees shall be in addition to any amounts otherwise due and may be collected in any manner allowed under Wyoming law.
33. SPECIAL CONDITIONS:
 - A. The following CEC exhibits are attached and are hereby made part of this agreement:

Exhibit A – Reimbursable Costs, Concerts and Sporting Events, dated January 2015;

Exhibit B – Safety Requirements, dated January 1991.

Exhibit C – Additional Rules to Contract

Exhibit D – Game and practice dates and times.

- B. LESSEE shall not be charged a percentage or fee for novelty or program sales. Casper Events Center shall receive one complimentary ad in either each game program(s) or newsletter if one is produced. In the event a program or newsletter is not produced, the Casper Events Center shall receive one complimentary PA announcement per game. The Casper Events Center shall be responsible for providing the advertising or PA copy to LESSEE.
- C. Any materials and supplies, software, cameras or other equipment purchased specifically for the LESSEE shall be charged to the LESSEE at the CITY'S cost. LESSEE shall also reimburse the CITY for all costs for CITY staff to operate the software, cameras and other production equipment (e.g., instant replay) for hockey games and practices.
- D. CITY shall provide LESSEE with fifty (50) towels per game for its use during the game. LESSEE shall reimburse CITY \$1 per towel rental fee in excess of fifty (50) per game. LESSEE shall reimburse CITY \$5 per towel for damaged or missing towels.
- E. LESSEE retains the ability to advertise, market, and solicit season ticket orders for their events. All tickets for all events will be processed, sold, and issued by, and through, the Casper Events Center Box Office.
- F. This Agreement shall be null and void if the LESSEE violates the terms and conditions of this Agreement.
- G. Information provided to season ticket holders by LESSEE will itemize and disclose the Casper Events Center facility fees, Box Office and order fees, and taxes payable by the customer.
- H. All Staff, Performers Players, Coaches and Volunteers must wear visible Credentials to gain access into the building. LESSEE will provide a sample Credential in advance.
- I. No vouchers, passes, etc. will be accepted for admission into the building. All attendees must use CITY issued tickets.
- J. Admission to the Back Lot of the CEC will be limited to Credentialed Staff, Players, Coaches, Performers, and Volunteers only.
- K. The Casper Events Center Marketing Department may be available, but is not required to assist in the promotion of all Home Games through E-blasts, media releases, posters, social media, etc. *E-blast schedule and content to be determined by the CEC.
- L. Casper Events Center will provide the Second Floor Banquet Area for up to six VIP events during the Season at no cost to LESSEE. This will include tables, chairs, trash receptacles, and room rent. Personnel and all food and beverages shall be charged on up-front, agreed amount needed for the event(s). Rooms are subject to availability at the CITY'S sole discretion.

34. ADDITIONAL TERMS AND CONDITIONS PROVISIONS

- A. DEBTS, LIENS AND ENCUMBRANCES. The LESSEE agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the Premises, and shall allow no liens to be placed against the demised property. LESSEE shall indemnify the CITY for all costs, including attorney fees, against any lien or encumbrance that is file or placed on the property.
- B. NO PARTNERSHIP. Anything contained herein to the contrary notwithstanding, CITY does not in any way or for any purpose become a partner of LESSEE in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with LESSEE hereunder.
- C. FORCE MAJEURE. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). However, nothing contained in this Section shall excuse LESSEE from the prompt payment of any rental or other charge required of LESSEE, except as may be expressly provided elsewhere in this Agreement.
- D. NONWAIVER OF BREACH. Each term and provision of this Agreement performable by LESSEE shall be construed to be both a covenant and a condition. The waiver by CITY of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Agreement, other than the failure of LESSEE to pay the particular rent so accepted, regardless of CITY'S knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term

or condition of this Agreement shall be deemed to have been waived by Sunless the waiver is in writing and signed by the CENTER MANAGER..

- E. ACCORD AND SATISFACTION. No payment by LESSEE or receipt by CITY of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and CITY may accept such check or payment without prejudice to CITY'S right to recover the balance of the rent or pursue any other remedy provided in this Agreement.
- F. CANCELLATION NOT MERGER. No act or conduct of CITY, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Premises by LESSEE prior to the expiration of the lease term, and such acceptance by CITY of surrender by LESSEE shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by CITY. The voluntary or other surrender of this Agreement by LESSEE, or a mutual cancellation of it, or the termination of it by Lesser under any provision contained in the Agreement, shall not work a merger, but at the option of CITY shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to CITY of any or all such subleases or sub tenancies.
- G. AMENDMENT. No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- H. SURVIVAL. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- I. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The LESSEE shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the CITY.
- J. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and all of its terms, provisions, covenants and conditions.
- K. ENTIRE Agreement. This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- L. REFORMATION. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, it is the intention of the parties that such provision or portion of the provision may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of the State of Wyoming.
- M. THIRD PARTY BENEFICIARY RIGHTS. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- N. GOVERNING LAW AND VENUE. This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- O. AUTHORITY. Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. LESSEE further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- P. All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

CITY: City Manager
City of Casper, Wyoming
200 North David

Casper, Wyoming 82601

LESSEE: Casper Coyotes
3230 Ridgecrest Drive
Casper, WY 82604

Q. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the CASPER EVENTS CENTER MANAGER.

FOR THE LESSEE

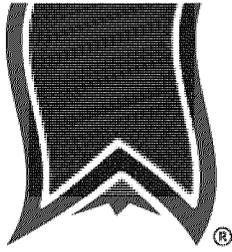
Chad Parrish, d/b/a the CASPER COYOTES

BY: _____

FOR THE LESSOR, CITY OF CASPER, Wyoming

BY: _____
CHARLIE POWELL, MAYOR

ATTEST: _____
CITY CLERK



**CASPER
EVENTS CENTER**

**CASPER EVENTS CENTER
Exhibit "A" - Reimbursable Costs
Concerts and Sporting Events
Revision Date: January 2015**

All reimbursable expenses will be charged directly to the lessee.
LESSEE agrees to pay all expenses incurred by the Center even if the lessee cancels the event(s).

EQUIPMENT

Staging (4'x8')	\$10.00 per section per event, concert setup \$515
Barricade (4')	\$235.00, includes setup
Electrical Service Charges	\$235.00 per day
Sound System	\$150.00 per event, plus operator
Microphone-Wireless	\$50.00 per day
Vehicle/Trailer Electrical Hook-up	\$25.00 per day, per unit
Forklift Service (Does not include operator)	\$50.00/hr, one hour min. or \$250 per 8 hr/day
Wristbands (required for concerts w/floor seating)	20¢ per wristband
Theater Equipment Package	\$450.00, includes drapery hanging
Xenon Follow Spots	\$50.00 each per event, plus operator
Robbins Portable Basketball Court with Spalding Backstops	\$520.00, includes setup
Volleyball Court	\$235.00 per court, includes setup
Baldwin Grand Piano	\$100.00 per show, plus tuning
Towels	\$1.00 each (\$5.00 if not returned)
Padded Folding Chairs	\$2.00 each, per event
Tables	\$10.00 each, per event
Table Cloths	\$5.00 each, per event
Table Skirting	\$5.00 each, per event
9'x12' Projection Screen	\$50.00 per event
Multi-Media LCD Projector	\$75.00 per day
Television	\$25.00 per event
VCR or DVD	\$20.00 per event
Oxygen and Masks	\$30.00
Sofa; Love Seat; Chair and Ottoman	\$35.00 per unit
Coffee Table	\$10.00 per unit
End Table and Lamp	\$20.00 per pair
Floor Lamp	\$15.00 per unit
Trees	\$15.00 per unit
Show/Building Passes	20¢ per pass
30' Genie Lift	\$50.00 for 4 hours; \$100 per 8 hr/day
Xerox Copies – 8 ½ x 11	\$.10 each Black & White, \$.25 each Color
Xerox Copies – all other sizes	\$.25 each Black & White, \$.50 each Color
Clean Up Charges - Dirt Event	\$1500.00
Phone/Fax Line - Restricted credit card/collect	\$50.00 installation fee, as available
Phone/Fax Line - Unrestricted Line	\$175.00 installation fee, as available
Wireless Internet Access – Advance Order	\$35.00/device - must order 3 business days before event
Wireless Internet Access	\$50.00/device if ordered after 3 business day deadline
Wireless Internet Access	\$200 flat fee - must order 3 business days before event
Camera & Video Production Equipment	\$250 flat fee, per event

EQUIPMENT AVAILABLE AT NO CHARGE

- Podiums (4)
- Easels (18)
- Carts and Dollies
- Table Lecterns (3)
- United States and Wyoming Flags (1 each)
- Music Stands (20)
- Meeting Room Screen, 6'x6' (3), 5'x5' (1)

() indicates the number available

MATERIALS PURCHASED EXCLUSIVELY FOR EVENT

The lessee will be responsible for reimbursing the Casper Events Center for any materials purchased for the event. It will be the lessee's responsibility to remove any such material immediately after the event. If the material is not removed, the lessee will be billed for removal or the material will become the property of the Casper Events Center at its discretion.

PUBLIC SERVICE PERSONNEL

Event Supervisor.....	\$25.00 per hour
Security Worker	\$13.50 per hour
Security Chief.....	\$21.00 per hour
Stagehand.....	\$20.00 per hour
Stagehand Supervisor	\$26.00 per hour
Rigger.....	\$28.00 per hour
Electrician.....	\$29.00 per hour
AV Technician	\$24.00 per hour
Houseman.....	\$22.00 per hour
Usher.....	\$12.00 per hour
Head Usher.....	\$16.00 per hour
Ticket Seller Supervisor	\$22.00 per hour
Ticket Seller	\$13.00 per hour
Police.....	\$60.00 per hour
First Aid.....	\$19.00 per hour
First Aid Supervisor.....	\$25.00 per hour
Maintenance Worker.....	\$17.00 per hour
Maintenance Supervisor	\$22.00 per hour
Piano Tuner.....	Prevailing Rate
Runner with Vehicle	\$125/up to 8 hrs; \$170.00/8-12 hrs; \$200/over 12 hrs. Plus \$50 Fuel Charge

NOTE: All hourly labor rates will be calculated at 1-1/2 times on any official CITY holiday. Stagehands receive a minimum of 4 hours pay and 1-1/2 times the hourly rate over 8 hours. An additional \$2.00 per person, per hour will be charged on all off-premise event staffing.

SALES TAX AND FACILITY SERVICE FEE

Sales Tax of 5% will be charged against ticket sales and other product sales. Complimentary tickets are taxable at the face value of the ticket pursuant to Wyoming Department of Revenue W.S. § 39-15-103(a)(i)(H) regulations.

BOX OFFICE

Whenever the Events Center's Box Office sells tickets, it is agreed that all sales proceeds shall be deposited in a Casper bank by the Casper Events Center until settlement.

LESSEE shall be charged for any postage for tickets and/or posters for non-Box Office locations.

10¢ per ticket printed, will be charged if the Casper Events Center produces the tickets for the event.

A merchant discount fee of two and a half percent (2.5%) will be charged for all credit card purchases as an expense to lessee.

COPYRIGHT LICENSE FEES

Promoters must have own License Agreements with ASCAP, BMI, and SESAC and are responsible for all fee payments. Please contact the Casper Events Center Box Office with any questions or concerns.

ADVERTISING PLACEMENT

The Casper Events Center can place all advertising using contract rates for a fee of fifteen percent (15%) of the net advertising budget and a marketing services fee. An additional deposit equal to the cash amount of the advertising placed on your behalf is required. There is a charge of \$150.00 for poster distribution (100 posters) unless a marketing services package is agreed upon (which includes poster distribution)

GROUP SALES

As an extra service, the Casper Events Center can provide group sales solicitation for a fee of ten percent (10%) of the gross group ticket sales, plus postage and printing costs incurred.

Chad Parrish, d/b/a the CASPER COYOTES

Chad Parrish, LESSEE

CASPER EVENTS CENTER
Exhibit 'B' – Safety Requirements
Revised January 1991



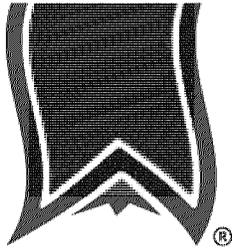
The LESSEE agrees to observe the following rules and regulations of the Casper Events Center and be responsible for those under the jurisdiction or under contract to him abiding the same:

1. All exhibits and aisles shall be left clear and free of obstruction during performance time.
2. Emcees shall cooperate with Casper Events Center Management in encouraging respectable conduct by the audience at all times.
3. The level of illumination in the seating area will be kept at a sufficient level to assure surveillance of the audience and to readily detect disturbances. When a blackout is necessary, the production and its duration shall be kept to an absolute minimum.
4. Intermissions shall be kept to the minimum necessary to allow the entertainers to present their program and shall be limited to twenty (20) minutes in length at any one time. Every effort shall be made to begin the event at the publicized starting time. The Casper Events Center reserves the right of approval with respect to the actual beginning of the event. The teams, coaches, athletes and other hockey personnel shall be prepared for the building to open one (1) hour prior to the publicized starting time for the event.
5. A list of all souvenir and novelties to be sold shall be submitted to Casper Events Center Management for approval prior to event time.
6. No backstage passes will be accepted at entry doors, unless accompanied by an event ticket...NO EXCEPTIONS.
7. Taping of any sort is prohibited on any painted surface in the Center. Bulletin Boards are situated in convenient locations for your use.
8. Air handling units will not be shut down during the event. The health and safety of the group and patrons are primary concerns.
9. CITY reserves the right to determine the height of any stage, depending on the type of event and seating plan.
10. No chairs may be added to approved set-up, without written approval of Casper Events Center Management.
11. Absolutely no person(s) under 18 years of age will be permitted backstage for any reason, unless accompanied by a legal parent or guardian.
12. The Casper Events CENTER MANAGER, or his designee, shall have complete charge of the event, and in consonance with the Casper Fire and Police Departments, may take any necessary precautions to avoid or control any and all disturbances. This includes, complete termination of the program, either in progress or prior to its commencement, when deemed necessary for the safety of the public and/or property.
13. Any individual(s) responsible for causing unsafe conduct in any part of the leased premises, shall be subject to ejection from the premises and possible arrest by Casper Police Department.

The Casper Events CENTER MANAGER's, or his designee's, determination and decisions in all matters listed above shall be final.

Chad Parrish, d/b/a the CASPER COYOTES

Chad Parrish, LESSEE



**CASPER
EVENTS CENTER**

caspereventscenter.com

**CASPER EVENTS CENTER
Exhibit "C" – Additional Rules to Contract**

1. Helium filled balloons may not be used in any part of the facility.
2. Adhesive stickers may not be given out.
3. There are no storage areas at the Events Center. LESSEE must advise exhibitors to contact a local moving and storage company. The Events Center cannot accept freight on behalf of the exhibitor, unless authorized in advance.
4. Exhibitors are to deliver freight on set-up day only. Exhibitors may park only in lots designated for show use.
5. All exhibitors and staff must have an authorized event pass to enter the building.
6. Pins, tape, staples, and nails on the walls or on any painted concrete or drapery are prohibited.
7. To avoid a potential accident and unnecessary clean-up charges, the use of Armor All or similar cleaners must be applied to cloth then to item needing cleaning. i.e., tires, vinyl seats, etc. Over spray makes for a hazardous floor.
8. No motor driven vehicles are allowed on the South and East Concourse areas of the Events Center.
9. Exhibitors may not remove exhibit material or displays from their assigned booths while the building is open to the public.
10. If you plan on handing out any items, besides flyers, please contact us at (307) 235-8441 for approval as some items may be prohibited (t-shirts, mini basketballs/footballs, drink containers/water bottles, etc.).

Chad Parrish, d/b/a the CASPER COYOTES

Chad Parrish, LESSEE

RESOLUTION NO. 15-170

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CHAD PARRISH, D/B/A AS THE CASPER COYOTES FOR USE OF THE CASPER EVENTS CENTER.

WHEREAS, the City of Casper is owner and operator of the Casper Events Center; and,

WHEREAS, Chad Parrish doing business as (d/b/a) the Casper Coyotes desires to lease the Casper Events Center for hockey game times; and,

WHEREAS, Chad Parrish d/b/a the Casper Coyotes and the City of Casper are interested in having a written record setting forth the terms for use of the Casper Events Center through a lease agreement therefor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with Chad Parrish d/b/a the Casper Coyotes for use of the Casper Events Center.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 4, 2015

TO: John C. Patterson City Manager

FROM: William C. Luben, City Attorney *WCL*

RE: Approval of Letter Agreement for Retention of Law Firm of Schwartz, Bon, Walker & Studer, LLC, for Representation of the City of Casper and the Casper City Council in Proposed Litigation by Debra L. Cheatham.

Recommendation:

That Council, by resolution, authorize a Letter Agreement with Schwartz, Bon, Walker & Studer, LLC, for retention of this law firm to represent the City of Casper in the matter of the proposed litigation by Debra L. Cheatham v. the City of Casper, Wyoming, and the Casper City Council.

Summary:

Debra Cheatham has retained Bruce Moats to represent her in a potential declaratory judgment action against the City of Casper and the Casper City Council regarding the interpretation of the Public Meetings Act in relation to the release of information by the Casper City Council regarding the employment of the Casper City Manager.

The Casper City Attorney's Office has a potential conflict of interest in this matter, and it is necessary to retain outside legal counsel to represent the City and the Casper City Council in this matter. Judith Studer is currently representing the City on another public records request by Bruce Moats, and is appropriate legal counsel to represent the City in this pending matter.

A Letter Retention Agreement has been prepared for the City to retain the firm of Schwartz, Bon, Walker & Studer, LLC, to represent the City in this matter, a copy of which accompanies this memo for Council's review and consideration.

LAW OFFICES
SCHWARTZ, BON, WALKER & STUDER, LLC

141 SOUTH CENTER STREET, SUITE 500

CASPER, WYOMING 82601-2588

TELEPHONE 307-235-6681

FACSIMILE 307-234-5099

WWW.SCHWARTZBON.COM

WILLIAM T. SCHWARTZ
(1921-2008)

*LICENSED TO PRACTICE IN NORTH DAKOTA

**ADMITTED TO PRACTICE BEFORE THE
U. S. PATENT AND TRADEMARK OFFICE

WILLIAM S. BON
CAMERON S. WALKER
JUDITH A.W. STUDER
PATRICK T. HOLSCHER
RICK L. KOEHMSTEDT*
TASSMA A. POWERS
PETER J. TIMBERS**
CARISSA D. MOBLEY
MARTY L. OBLASSER
ERIK J. OBLASSER

June 2, 2015

Charlie Powell, Mayor
City of Casper
200 North David Street
Casper, WY 82601

Re: Debra L. Cheatham v. City of Casper, Wyoming, and Casper City Council

Dear Mayor Powell:

This letter will confirm our agreement to act as counsel for the City of Casper, Wyoming and Casper City Council in regard to a Petition for Declaratory Judgment and Release of Executive Session Minutes which is expected to be filed in the near future, together with all matters relating thereto.

1. Responsibility For Fees. Typically, our legal fees are based on how much time is spent on the matter and by whom it is spent. Work performed is charged in six minutes increments, even though the actual time expended may be less. Work in excess of six minutes is billed similarly in increments of .1 of an hour.

We also bill for reasonable and necessary expenses which are incurred in connection with your representation. Invoices for out-of-pocket expenses will be billed at the actual cost incurred by us. Personal automobile mileage is billed at the current rate per mile authorized by the IRS for the deduction of business mileage. All expenses are your responsibility, and we assume no liability for their payment.

You must send us notice in writing within thirty (30) days of your receipt of any bill from us, if you wish to: (1) change the format of any billing statement; (2) obtain additional detail or itemization as to the work or

expenses set forth in the bill; or, (3) discuss with us the accuracy or amount of the billing statement. By the expiration of the thirty (30) day period, we will have expected you to have paid in full all billings not previously objected to in writing. Invoices for fees and costs remaining unpaid after thirty (30) days from the date of the invoice will accrue interest at the rate of 1% per month.

Our fees will be based upon the amount of time spent at the hourly rates set out below for the attorneys and legal assistants who will be assigned to each matter:

➤ Judith Studer	\$220
➤ Firm partners	\$200
➤ Firm Associates	\$150
➤ Paralegals	\$100

The hourly rates are subject to change only upon not less than thirty (30) days prior written notice.

2. Billing. Our statements will be prepared and mailed during the month following the month in which services were rendered or costs advanced. This statement will contain a detailed description of the services performed and any disbursements advanced for your account, including, without limitation, long distance telephone calls, word processing, computerized legal research, photocopying charges and filing fees.

3. Service of Notices. By endorsement of this letter, you agree that all communications and notices regarding any billing dispute shall be sent to you at the address set forth below, unless and until you provide Schwartz, Bon, Walker & Studer, LLC with a different address in writing. In the event we withdraw from representation for nonpayment of fees or other causes, you agree to be notified at such address.

Charlie Powell, Mayor
City of Casper
200 North David Street
Casper, WY 82601

4. Duty to Provide Information and Cooperation. We strive to provide the highest quality of service, and we expect from our clients the highest degree of cooperation and assistance. It is critical that the members of the City Council fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all of the information necessary for this matter. Failure to provide

such information could adversely affect your case and ultimately reduce the effectiveness of our representation.

5. Fee Disputes. We are confident that all clients make every effort to pay us promptly and know you will do likewise. Occasionally, however, a client has difficulty in making timely payment. In the unlikely event that we are required to institute legal proceedings to collect legal fees and costs owed by you, the prevailing party will be entitled to reasonable attorneys fees and other costs of collection. It is agreed that venue would be Natrona County, Wyoming. Naturally, we do not expect that any of the provisions in this section will be applied to you and look forward to a friendly relationship.

The Wyoming State Bar has a formal fee dispute arbitration program. Any dispute which qualifies for resolution shall be arbitrated pursuant to that program and its rules. You shall promptly pay any fee determined to be due by the arbitration award. The firm will promptly refund any unearned or excess fees determined to be due to you by the arbitration award. Any court having jurisdiction may enter a judgment upon the arbitration award. The Committee on the Resolution of Fee Disputes may be reached through the offices of the Wyoming State Bar Association in Cheyenne, Wyoming. Thereafter the client or the attorney may have recourse to the district court as provided by the Wyoming Supreme Court Rules Governing Contingent Fees for Members of the Wyoming State Bar (Wyoming Court Rules Annotated).

6. No Guaranty. No law firm or attorneys, including our firm and our attorneys, can guarantee the outcome of any legal dispute. While we will gladly offer an opinion based on professional judgment, we can provide no guarantees. Moreover, while we can provide estimates of anticipated fees and costs for any given matter, we cannot predict in advance what the total amount of fees will be for our services.

7. Termination of Representation. You have the right to terminate our representation at any time for any reason upon thirty (30) days written notice. We will have the same right, subject to giving you reasonable notice to arrange for alternative representation. Our firm reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time that a statement remains due and unpaid forty-five (45) days after it has been sent, or at any time when we feel our relationship with you puts us in violation of the ethical principles and standards, or at any other time termination of the relationship is required or permitted by law.

Except where a lien may provide otherwise, all files and/or documents retained at the firm relating to your representation are and remain your property, as the client, except for the firm's internal and/or administrative documents, such as attorney time sheets. Except where a lien may provide otherwise, access to these materials is permitted, and upon termination of our representation, you may withdraw these materials with prior written notice. The firm reserves the right to photocopy the client's files at the client's expense. We reserve the right to destroy all files five (5) years after the cessation of representation in a matter unless you request their return at the conclusion of the matter. In the event you choose to change representation to any attorney outside this firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

8. Rescission By Client. This agreement shall be effective immediately. However, you shall have a period of three (3) calendar days from the date hereon to rescind by notice in writing postmarked by registered mail or actual delivery to the attorney before the end of the third day.

9. Other Conditions. Any amount which may be recovered shall stand as security for payment of any attorney's fees or expenses owing herein; and a lien for such fees and expenses is hereby granted in such recovery.

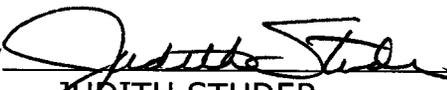
10. Governing Law. Our engagement letter/fee agreement, including these terms, shall be construed and interpreted according to the law of the State of Wyoming.

If the foregoing terms meet with your approval, please sign the enclosed copy of this letter agreement and return it to me at your earliest convenience. If you have any questions or wish to discuss this matter further, please feel free to contact the undersigned.

Thank you for the opportunity to be of service.

Very truly yours,

SCHWARTZ, BON, WALKER & STUDER, LLC

By 
JUDITH STUDER

JAS/mcg

I have read and agree to the foregoing terms and conditions.

Dated _____

Charlie Powell, Mayor
City of Casper

ATTEST:

City Clerk

RESOLUTION NO. 15-171

RESOLUTION APPROVING A LETTER AGREEMENT
WITH SCHWARTZ, BON, WALKER & STUDER, LLC,
FOR THE REPRESENTATION OF THE CITY OF
CASPER AND THE CASPER CITY COUNCIL.

WHEREAS, Debra Cheatham has retained Bruce Moats to represent her in potential litigation with the City on the interpretation of the Public Records Act regarding the release of information by the Casper City Council regarding the employment of the City Manager; and,

WHEREAS, the Casper City Attorney's Office has a potential conflict in representing the City and the Casper City Council in this matter; and,

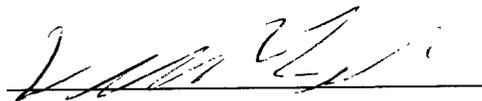
WHEREAS, Judith Studer, Attorney at Law, is currently representing the City of Casper and the Casper City Council in another public records request action filed by Bruce Moats, and is appropriate to represent the City in the matter involving Debra Cheatham; and,

WHEREAS, a Letter Agreement has been prepared for the retention of the law firm of Schwartz, Bon, Walker & Studer, LLC, for the representation of the City of Casper and the Casper City Council in the proposed litigation by Debra Cheatham, as described and set forth above.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk, to attest, a Letter Agreement for the retention of Schwartz, Bon, Walker & Studer, LLC, for representation of the City of Casper and the Casper City Council in the proposed litigation by Debra Cheatham, as described and set forth above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor