

# WORK SESSION AGENDA



**Casper City Council  
City Hall, Council Chambers  
Tuesday, April 28, 2020, 4:30 p.m.**

**This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer.**

*Work Sessions are always available for citizens to watch live on the City’s website (casperwy.gov) via YouTube and on cable channel 192. There is no public comment at work sessions, but citizens are welcome to email City Council with any questions or concerns at [councilcomments@casperwy.gov](mailto:councilcomments@casperwy.gov) before the work session.*

<b>Work Session Meeting Agenda</b>		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-up		5 min	4:30
2.	College National Finals Rodeo Discussion	Direction Requested	20 min	4:35
3.	Event Center Update & Budget	Direction Requested	45 min	4:55
4.	Finance Policies - Part Two	Direction Requested	20 min	5:40
5.	Residential Recycling Program	Direction Requested	30 min	6:00
6.	Agenda Review		20 min	6:30
7.	Legislative Review		10 min	6:50
8.	Council Around the Table		10 min	7:00
Approximate End Time:				7:10

***\*Please silence cell phones during the City Council meeting.\****

**We are CASPER**

**Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness**

April 10, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Director of Parks and Recreation  
SUBJECT: Contract Extension for College National Finals Rodeo

Meeting Type & Date  
Council Work Session  
April 28, 2020

Action type  
Direction Requested

Recommendation

That Council direct staff on how to proceed with regard to negotiating a contract extension to continue to host the College National Finals Rodeo (CNFR) at the Casper Events Center (CEC).

Summary

Currently, the CNFR is host at the Casper Events Center under a ten (10) year agreement. That agreement is set to expire on June 30<sup>th</sup> of 2022. However, the negotiation of a contract extension must occur prior to October 31<sup>st</sup> of 2021.

In the effort of being proactive with regard to such an important event to Casper, City staff would like to begin the contract extension process with the National Intercollegiate Rodeo Association (NIRA) and Natrona County.

Spectra, the management company for the Casper Events Center, has endorsed this effort and will contribute to the effort.

A draft contract is attached which is modeled after the current contract. The minor changes are with respect to insurance and credit card fees.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Attachments

Draft of the contract extension

## CNFR HOSTING AND SPONSORSHIP AGREEMENT

THIS AGREEMENT replaces that certain Agreement between the parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, May 4, 2011, and is made by and between the National Intercollegiate Rodeo Association, Inc., a Washington non-profit corporation (“NIRA”), and the County of Natrona, Wyoming, and the City of Casper, Wyoming, jointly and severally (referred to herein as “HOSTS”).

### RECITALS

WHEREAS, NIRA is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo (“CNFR”); and

WHEREAS, HOSTS desire to act as the hosting city and county facility for the CNFR, and to obtain certain promotional benefits through such association.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, NIRA and HOSTS (jointly and severally) agree as follows:

### AGREEMENT

1. Obligations of Hosts. In consideration of the rights and benefits provided to HOSTS as set forth in Paragraph 2 below, HOSTS shall:

A. Provide to NIRA the use of facilities, personnel, equipment, dirt, and other accommodations as set forth in Exhibit A for the staging and production of the College National Finals Rodeo during each of the years covered by this Agreement. The dates of the Rodeo are set forth in the attached Exhibit G.

B. Pay to NIRA the fees set forth in Exhibit B for the rights granted herein to HOSTS.

HOSTS shall perform their obligations through a “Casper CNFR Rodeo Committee,” which shall be composed initially as set forth in Exhibit F. That Committee shall appoint a chief liaison to communicate and interact with NIRA, or several persons to perform specific interactive functions.

2. Hosts Rights and Benefits. Throughout the term of this Agreement, NIRA shall provide to HOSTS the rights and benefits set forth in Exhibit C.

3. Use and Protection of Trademarks/Service Marks and Other Intellectual Property. NIRA and HOSTS each acknowledge that the other owns certain names, trademarks, services marks, copyright and other intellectual property associated with their respective businesses and enterprises, which marks are specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. In marketing and promoting the CNFR and activities associated therewith, NIRA and HOSTS may make various references to each other and may display the Marks of each other which are identified on Exhibit D, as well as photographs or graphic images of the CNFR and related activities, and each party hereby grants to the other non-exclusive, non-transferable license to use the Marks identified on Exhibit D during the term of this Agreement, subject to the following terms and conditions:

A. The Marks may only be used for or in connection with advertising and promoting the CNFR and activities incidental thereto.

B. Prior to the use of the Marks of the other party, NIRA and HOSTS shall agree in writing as to (1) the form and content of any promotional or advertising materials which bear the other party's Marks, and (2) the media in which such materials are to be used. Approval shall not be unreasonably withheld.

C. Any party may impose reasonable conditions upon the use of that party's Marks, including, but not limited to, conditions for protection of its Marks.

D. Upon termination or expiration of this Agreement, the license granted herein shall automatically terminate and the parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, in which case the use shall cease within 90 days.

E. Neither party hereto will challenge or assist in a challenge to the validity of the other party's Marks, any registrations there of or the ownership thereof. Each party will be solely responsible for taking such actions it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

F. Neither party may sell or otherwise distribute for sale any promotional materials or other merchandising or novelty items bearing the Marks of the other party without a separate written licensing agreement from the other party. The parties shall negotiate in good faith to reach such an agreement.

4. Relationship of Parties. The relationship of the parties shall be governed by this Agreement, and nothing contained herein shall create a joint venture, agency, partnership or

employment relationship between the parties. Neither party shall have the right, obligation, or authority to incur any financial or contractual obligations on behalf of the other, to direct or control the employees, agents, subcontractors, or volunteers of the other, or to control the manner or method utilized by the other party in the performance of its functions.

5. Indemnifications and Damage.

A. NIRA hereby agrees to indemnify and hold HOSTS and its respective officers, directors, agents, and employees harmless from and against any and all claims or expenses of whatsoever nature (including reasonable attorney fees) arising out of the actions of NIRA or its agents and employees in the production and promotion of the CNFR, or arising out of any breach by NIRA of any of its obligations hereunder.

B. Prior to moving into the Casper Event Center or the Natrona County Fairgrounds, the NIRA Commissioner shall conduct an inspection of the respective facilities with the Events Center Manager and the Fairgrounds Manager to identify any damage or safety concerns. HOSTS shall attempt to repair or mitigate said damage and safety concerns prior to commencement of the CNFR. After completion of each year's CNFR, the CIRA Commissioner shall conduct a follow up inspection with the respective facility managers to identify any damage which may have occurred. NIRA shall reimburse HOSTS for such damage.

6. Insurance. NIRA shall maintain in full force and effect, at its own expense, liability insurance covering its activities in the production and promotion of the CNFR. The insurance shall be in an amount and with a company which are approved by HOSTS, and shall name HOSTS as additional insureds. Evidence of such insurance coverage shall be provided to both Natrona County and the City of Casper.

7. Release by Participants. Prior to allowing participation in the CNFR or related activities, NIRA shall obtain release, in the form attached hereto as Exhibit E, duly executed by or on behalf of contestants, officials, and other participants who require approval of the NIRA to participate in the CNFR or related activities.

8. Term of Agreement/First Right to Negotiate. The term of this Agreement shall be from on July 1, 20\_\_\_, through June 30, 2032, unless extended by written agreement of the parties or unless terminated sooner in accordance with the provisions set forth below. If HOSTS have faithfully performed their obligations under this Agreement, they shall have the right to negotiate for an agreement to continue hosting the CNFR after the 2032 CNFR. Upon notice of the desire to continue hosting the CNFR, NIRA will not enter into negotiations with any other party for hosting the CNFR, and the parties agree to negotiate in good faith between August 1, 20\_\_\_ and October 31, 20\_\_\_ to reach an

agreement whereby HOSTS may continue hosting the CNFR. If, at the end of that 90-day period, the parties have not reached an agreement satisfactory to both, NIRA shall be entitled to negotiate with any other party, regardless of whether the ultimate terms of agreement reached are the same or similar to those discussed with HOSTS, and HOSTS shall have the right to schedule the use of its facilities without regard to the CNFR.

9. Termination. Either party may terminate this Agreement as follows:

A. If the other party commits a material breach of this Agreement and fails to cure said breach within 30 days after written notice of the alleged breach is sent or delivered by the aggrieved party.

B. If the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government.

C. NIRA may terminate this Agreement, in its sole discretion, within six months following any CNFR in which NIRA's costs attributable to the CNFR are \$25,000 or more greater than NIRA's revenues attributable to the CNFR.

D. NIRA may terminate this Agreement at the conclusion of any year's rodeo season if local cash sponsorships do not exceed \$100,000 by May 1st preceding that year's rodeo season. A local sponsor is any sponsor with headquarters or its primary offices in the State of Wyoming and its sales are primarily made in the State of Wyoming. Twenty-five percent (25%) of any national cash sponsorship will be credited to the local cash sponsorship requirement if the national sponsor is qualified by the Wyoming Secretary of State to do business in Wyoming, has business offices and/or significant operations or facilities (such as manufacturing or distribution) in Wyoming.

10. Global Spectrum, LP

A. The parties understand and acknowledge that Global Spectrum, LP d/b/a Spectra Venue Management is under contract to manage the Casper Events Center on behalf of the City of Casper. The parties shall comply with the policies, rules and

procedures of Global Spectrum, LP for the Casper Events Center, or those of any successor-in-interest of Spectra.

B. Spectra has provided a concurrence letter, dated March 26, 2020, which is attached hereto as Exhibit

11. Miscellaneous General Provisions.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest.

B. Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made to a wholly owned subsidiary or an affiliated entity or venture in which it is at least a 51% owner.

C. Counterparts. This Agreement may be executed in counterparts that together shall constitute one and the same instrument which shall be effective when each of the parties has executed a counterpart.

D. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at the address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

NIRA:

Mr. Roger B Walters, Commissioner  
National Intercollegiate Rodeo Association  
2033 Walla Walla Avenue  
Walla Walla, WA 99362  
O (509) 529-4402 or C (936) 661-6028

WITH A COPY TO:

Mr. J. Kent Rutledge  
300 Saddle Drive  
Cheyenne, WY 82009

P.O. Box 2327  
Cheyenne, WY 80003

HOSTS:

Natrona County Board of County Commissioners  
200 North Center Street, Suite 115  
Casper, WY 82601

City of Casper, Wyoming  
Attention: City Manager  
200 North David Street  
Casper, WY 82601

WITH A COPY TO:

Natrona County Attorney  
200 North Center Street, Suite 300  
Casper, WY 82601

AND

City of Casper Attorney  
200 North David Street  
Casper, WY 82601

E. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.

F. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Wyoming.

G. Authority. NIRA and HOSTS represent and warrant, each for itself, that each, respectively, has full power and authority to enter into and perform this Agreement.



H. Survival. The provisions of this Agreement, and the obligations of the parties hereunder which, by their own terms, contemplate actions to be performed after termination hereof, including but not limited to the terms of this Agreement regarding payment of fees, indemnification, dispute resolution, and trademarks/service marks, shall survive the termination of this Agreement.

I. Governmental Immunity. Nothing in this Agreement is intended to waive the HOSTS' or its subdivisions' governmental immunity as provided in W.S. § 1-39-101 et seq. To the extent that any provision in this Agreement could be interpreted to waive immunity, such provision shall be null and void, and this paragraph shall control.

J. Certification of Authority. The undersigned hereby state and certify that they have full authority to bind and obligate their respective parties to each and every term of this Agreement.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM

\_\_\_\_\_

NATIONAL INTERCOLLEGIATE  
RODEO ASSOCIATION

CITY OF CASPER, WYOMING  
CITY MANAGER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

NATRONA COUNTY COMMISSIONERS

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy Good,  
Natrona County Clerk

EXHIBIT A  
Obligations of HOSTS

The HOSTS of the CNFR shall provide to NIRA the following benefits each CNFR year of the Agreement:

A. City of Casper will provide without cost to NIRA:

1. Facility. Rent free use of the Events Center Arena, all Events Center dressing rooms, the Events Center concourse, the back lot, and lot #11 for the days scheduled by the parties as reflected on Exhibit G, and the Summit Room, the Mormon Trail Room, Bridger Trail Room, and the Oregon Trail Room for the fourteen days of NIRA business during the CNFR. City will, in good faith, accommodate the reasonable needs of NIRA necessary to conduct a first class event.

2. Staff. Events staff to run the venue and handle the crowd, including:

Stage hands and AV Technicians  
Ushers and Ticket Takers  
Crowd Security  
Crowd First Aid  
Maintenance Staff

3. Box Office Services. The Events Center box office will provide all ticket services for a \$1.00 per ticket issued handling fee. Ticket back advertisement will be sold as any other sponsorship. ~~The City will charge a ticket handling fee of \$8.00 per order for purchases by mail, credit card or Internet.~~ These fees may be raised by mutual agreement in writing between the City and NIRA without amending this agreement.

4. Trade Show Services. HOSTS will solicit trade show exhibitors and sell Events Center space. Price for exhibit space will be determined each year by NIRA and HOSTS. Proceeds will go to NIRA with NIRA paying the Events Center \$20.00 per ~~8' x 10' indoor~~ tradeshow booth space. The Events Center may charge exhibitors for extra equipment per the current Events Center reimbursable rates. Events Center will provide personnel and equipment to assist exhibitors in set up and break down.

5. The Events Center will withhold Wyoming State Sales Tax from the gross ticket sales and submit same on behalf of NIRA to the State of Wyoming. The Events Center will waive the Municipal Parking Fee for this event.

6. Provide year-round storage space for CNFR dirt. NIRA acknowledges and accepts that this dirt storage space is not covered. Sand will be added to the dirt each year as needed until the consistency of the arena floor is acceptable to NIRA.

7. City agrees it will not schedule any equestrian or rodeo events in the Events Center for 45 days before and 40 days after the CNFR without the approval of NIRA.

B. Natrona County will provide, without cost to NIRA:

1. All reasonably necessary facilities located on the Fairgrounds property, except campgrounds and contestant rodeo stalls. In the event of bad weather, the "Arena" will be available for riding. Maintenance of the surfaces of the facilities will be performed as needed by County staff. NIRA shall have the right to approve any other events scheduled on these premises during the 14 days of the CNFR, which approval will not be unreasonably withheld.

2. All panels, chutes, and other arena configuration equipment to be used throughout the interior of the Events Center for production of the CNFR event.

3. All labor necessary to erect and strike the chutes, panels, stalls, exercise arenas, and other elements of the configuration as may be reasonably needed to effectuate the paragraphs above (1 and 2).

4. The Road and Bridge Division of the County shall provide the machines, manpower and dirt for the production of the event at the Events Center, at appropriately scheduled intervals as per NIRA direction.

5. Appropriate man-hours and equipment for the transport and set up, floor preparation, rodeo oversight and arena tear down for both the Fairgrounds and the Events Center. (Indoor arena dirt at a minimum depth of 12" and the outdoor dirt/sand in the pens at a minimum depth of 5" shall be provided by County.)

6. Equipment to adequately feed and water stock at the Fairgrounds and the Events Center.

7. NIRA Commissioner and Fairgrounds Manager will conduct a "walk through" prior to arrival of rodeo stock and contestants' animals to determine overall condition of pens, chutes, etc. Both parties will sign off on a form to be developed by Fairgrounds Manager. After all rodeo stock and contestant animals have left the premises, NIRA Commissioner and Fairgrounds Manager will conduct a final "walk through" to determine if there is any damage to Fairground property.

8. Natrona County Board of Commissioners to make all arrangements for ambulance service and personnel for all CNFR events at the Events Center.

C. The HOSTS shall appoint a CNFR Casper executive Committee which shall be composed of a City Council Representative, the Casper Events Center Manager, a Board of County Commissioners' appointee, the Central Wyoming Fair and Rodeo representative, and a fifth member-at-large, which shall be appointed jointly by the City and County. (The Committee composition for the 2012 CNFR is set forth on Exhibit F). The function of the CNFR Committee shall be as follows:

1. Actively seek out local, state, and regional sponsors and other economic benefits in conjunction with NIRA.
2. Seek local, state, and regional in-kind donations with the help and direction of NIRA.
3. Promote, conduct, and arrange advertising and promotion of the CNFR as may be appropriate to effectively draw media attention and spectators to the event in accordance with direction on NIRA.

D. NIRA will provide operating expenses for the HOSTS. HOSTS Committee will submit an operating budget for NIRA approval prior to October 1st each year. NIRA will not be responsible for any other or incidental expenses incurred by the City or the County without NIRA's express written consent.

E. NIRA will provide or reimburse the HOSTS for providing the following equipment, in the event the equipment use is not donated:

- Forklift capable of working in dirt
- Internet connection for the media
- Office equipment for the NIRA office at the Events Center
- Chain motors to hang the scoreboard and television broadcast equipment
- Supplemental lighting for television and sponsor signage
- Long distance phone service to the NIRA office at the Events Center

HOSTS will make their best efforts to obtain sponsors for the above services.

F. HOSTS will oblige reasonable requests for accommodations for NIRA officials and guests including complimentary Fairgrounds horse stalls and camp spaces and a minimum of 42 hotel/motel rooms, VIP room passes and other necessary in-kind services and equipment. NIRA will specify such needs on or before May 1 each year.

G. Stall fees at the Fairgrounds will be \$40.00 per horse.

H. Camp spaces at the Fairgrounds will rent for \$125.00 per week.

EXHIBIT B  
Sponsorship Fees

The HOSTS (City of Casper and Natrona County) each shall pay to NIRA the following sponsorship fees for each CNFR year of the Agreement. Such payments will be made on May 1 of each year as follows:

2023	\$20,500.00
2024	\$21,000.00
2025	\$21,500.00
2026	\$22,000.00
2027	\$22,500.00
2028	\$23,000.00
2029	\$23,500.00
2030	\$24,000.00
2031	\$24,500.00
2032	\$25,000.00

EXHIBIT C

### Host Sponsorship Benefits at CNFR

The City of Casper and the Natrona County Commissioners shall each receive the following benefits in connection with each CNFR.

1. Area Signage. One large arena sign with appropriate message and logos. (Signage to be created by HOSTS in accordance with NIRA specification).
2. Program Ad. One-half page, black-and-white ad in the official program of the CNFR.
3. Collegiate Arena. Inclusion with sponsors in the tribute section of the NIRA newspaper "Collegiate Arena," CNFR special edition. Logos on disc and hard copy must be sent to the NIRA office by April 15 each year.
4. Live Mentions. A one-sentence mention during each performance of the CNFR by arena announcers (text may be provided by HOSTS).
5. Seating. Between them, HOSTS shall share 20 (10 City and 10 County) VIP box seats per performance of the CNFR.
6. VIP Privileges. Twenty (10 City and 10 County) passes to the VIP room before and after the performances, and passes to other events to which HOSTS and VIPs are invited.
7. Print Media Acknowledgements. Hosts' logos and/or names in appropriate print media advertising.
8. Tribute Performance. Special "Thank You" night mid-performance tribute to the City and County officials in stagecoach or similar mid-arena presentation.
9. Scholarship. In the event CNFR yearly revenues exceed CNFR yearly expenses, 10% of the net revenues will be contributed to the National Intercollegiate Rodeo Foundation to establish a permanent NIRF scholarship in the name of Natrona County and the City of Casper, Wyoming. The parties agree to work together to develop the details of this scholarship.
10. Concession. NIRA acknowledges and accepts that the City and its subcontractor's at the Events Center retain all rights to food and beverage sales including alcohol.

EXHIBIT D



National Intercollegiate Rodeo Association  
National Intercollegiate Rodeo Foundation  
College National Finals Rodeo  
College Rodeo Championship Series



EXHIBIT E

COLLEGE NATIONAL FINALS RODEO

RELEASE OF CLAIMS FOR DAMAGE DUE TO INJURY OR DEATH AND  
ACKNOWLEDGEMENT OF NIRA'S OWNERSHIP OF TELEVISION/MEDIA RIGHTS

I, the undersigned participant, hereby acknowledge that rodeo and livestock are inherently dangerous and represent a substantial risk of personal injury, property damage and/or death to all participants, including contestants, stock contractors, clowns/bullfighters, rodeo officials, laborers, volunteers, and others in the areas to which access by the general public is restricted, such as the rodeo arena, areas used for entering and leaving the arena, chutes, pens, warm-up areas, and other areas reserved and intended for use or access by participants or otherwise restricted for access by the general public. **I hereby specifically acknowledge that my participation in any capacity in the College National Finals Rodeo subjects me to significant risk of serious property damage, personal injury and/or death.**

Recognizing the above-mentioned risks, and in consideration for being permitted to participate in the College National Finals Rodeo events, on behalf of myself, my heirs, personal representatives, assigns, and other successors, **I hereby assume all such risks of property damage, personal injury, and death, and I hereby waive, release, and forever discharge the NIRA, the Casper CNFR Rodeo Committee, the City of Casper, the City Council of the City of Casper, Natrona County, the Natrona County Board of County Commissioners, the Casper Events Center, Global Spectrum, LP, all CNFR sponsors,** together with each of their directors, officers, employees, agents and other representatives, **from and against any and all claims or demands which I may at any time have,** whether such claims are now known or unknown, foreseen or unforeseen, **which arise or result from, or are in any way connected with my participation in the College National Finals Rodeo or related events,** whether caused by the negligence of any of the parties released or by any other cause.

I hereby acknowledge and affirm that all right, title, and interest in and to intellectual property rights arising from the performance of all NIRA events, including the College National Finals Rodeo, is the exclusive property of NIRA, and NIRA has the full right to use my image and likeness as depicted in any form or medium reflecting my participation in the College National Finals Rodeo for any purpose in connection with the commercial exploitation of the media right herein acknowledged.

In the event of any litigation by any party released herein to enforce this Release, or by the NIRA to enforce the intellectual property rights of the NIRA, I agree to pay all costs incurred in connection with such litigation, including reasonable attorneys' fees.

I represent and warrant that I have read and understand this Release of Claims and Acknowledgement of NIRA's Rights, that it is a legal contract that deals with important legal rights, and that I have freely and voluntarily executed this document.

NAME OF PARTICIPANT:

\_\_\_\_\_  
(Please Print Legibly)

SIGNATURE OF PARTICIPANT:

\_\_\_\_\_ Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Code: \_\_\_\_\_

BIRTHDATE OF PARTICIPANT: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

**Note: If participant is under the age of 18 years, the parent(s) or legal guardian(s) must sign below.**

FOR PARENT/LEGAL GUARDIAN:

THE UNDERSIGNED PARENTS/LEGAL GUARDIAN OF THE PARTICIPANT ACCEPT THE TERMS OF THIS RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF NIRA'S RIGHTS FOR OURSELVES AND FOR THE NAMED PARTICIPANT, AND AGREE TO BE FULLY BOUND BY THE ABOVE TERMS AND PROVISIONS.

INDICATE WHETHER \_\_\_\_ PARENT OR \_\_\_\_ LEGAL GUARDIAN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

EXHIBIT F  
Casper CNFR Executive Committee

1. Fair Board Representative
2. Casper Events Center Manager
3. County Commissioner's Representative
4. City Council Representative
5. At-Large Joint City-County Appointee

EXHIBIT G

<b>Year</b>	<b>CNFR Dates</b>	<b>NIRA Move-In</b>	<b>NIRA Move-out</b>
2023	6/11-6/17	6/6	6/19
2024	6/9-6/15	6/4	6/17
2025	6/15-6/21	6/10	6/23
2026	6/14-6/20	6/9	6/22
2027	6/13-6/19	6/8	6/21
2028	6/11-6/17	6/6	6/19

EXHIBIT H  
Concurrence Letter from Global Spectrum, LP dated March 26, 2020  
(Attached)



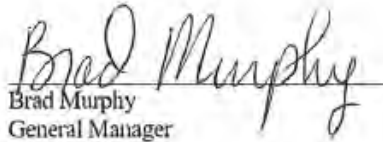
**BRAD MURPHY**  
General Manager

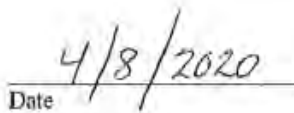
Casper Events Center  
1 Events Drive, P.O. Box 128 Casper, WY 82602  
O: 307.235.8448  
Brad.Murphy@spectrap.com

April 8, 2020

Global Spectrum, LP d/b/a Spectra Venue Management is aware the City of Casper may approve a ten-year contract extension through June, 2032 with the National Intercollegiate Rodeo Association (NIRA) to host the College National Finals Rodeo at the Casper Events Center. Global Spectrum concurs with the provisions and terms set forth therein.

On behalf of Global Spectrum, LP d/b/a  
Spectra Venue Management

  
Brad Murphy  
General Manager

  
Date 4/8/2020

April 10, 2020

MEMO TO: J. Carter Napier, City Manager *jal*  
FROM: Tim Cortez, Director of Parks and Recreation  
Brad Murphy, General Manager of Casper Events Center  
Jessica Dixon, Director of Finance of Casper Events Center  
SUBJECT: Casper Events Center FY20 Budget

Meeting Type & Date  
Council Work Session  
April 28, 2020

Action type  
Direction Requested

Recommendation  
That Council provide staff with any ideas or concerns it has with regard to Casper Events Center.

Summary  
Many fiscal improvements have been made at the Casper Events Center over the past two years. Most notable would be the new director of finance, an increase in sponsorships, the new seats and an increase in promoters willing to work with CEC to bring in new content.

Jessica Dixon, the new director of finance, spent more than a year unraveling the messy financials created by the last director. We now have good data to use at all levels to drive better decisions.

The average amount of sponsorships when the City ran CEC was around \$80K. Spectra has increased sponsorships to \$406K. This has greatly contributed to less subsidy required.

The new seats in the lower bowl was a \$600K project. However, the overall comments have been very positive. Attendance at shows has been better than average recently. It is hard to attribute the increased attendance to any one change but citizens do appreciate the added comfort during events.

CEC has seen a significant uptick in available content for Casper. Spectra staff has developed original content like "Booze and Bacon Festival" but they have also nurtured increased visibility with major promoters like Live Nation and Pepper Entertainment. This has greatly increased the number and variety of shows CEC has to offer.

Prior to the COVID-19 crisis, the rolling forecast for CEC was requiring a subsidy of \$865K, which is far lower than the current benchmark of \$994K. With the crisis occurring in March, which is the biggest revenue month, CEC is set to require a larger subsidy.

Spectra has decided to furlough many of their employees to curtail the hemorrhaging of funds during this period of no events by order of the Governor. Without the furloughs, the subsidy would exceed \$1.2M.

As it stands now, CEC will require the full subsidy of \$994,919. As a result of their contractual obligations, Spectra will be repaying approximately \$42K of their management fee to cover the remaining subsidy needed. In total, CEC is set to lose \$1.037M for FY20.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation



Brad Murphy, General Manager of Casper Events Center

Attachments

None.



April 16, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Tom Pitlick, Financial Services Director   
SUBJECT: Financial Policies – Phase IV Part II

Meeting Type & Date  
Council Work Session  
April 28, 2020

Summary

At the March 24, 2020, Council work session, Phase IV of the proposed Financial Administration Guidelines was presented to Council for consideration. This phase of the guidelines included a suggested policy for the administration of “Special Council Designated Funds”. The following two components of the suggested policy were identified by Council as warranting further discussion:

**PERPETUAL CARE FUND**

**Proposed policy guidance:** That the corpus of this fund would maintain a balance of \$30,000,000 with annual interest earnings (Exhibit A) being applied towards support of plant and operational needs of facilities that have been recipients of optional one cent sales tax dollars for construction or improvement.

**Discussion:**

1. Should use of interest earnings on this fund be expanded to include support of plant and operational needs of non-one cent funded facilities?
2. Would it be of greater benefit to relax the restriction of maintaining the corpus balance and utilizing these dollars to fund needed projects?

**Staff Comment:**

1. The Perpetual Care fund was primarily established with unallocated optional one cent sales tax dollars. The intent of restricting use of the interest income to support one cent projects was to align expenditure of the earnings with the original facility funding source. Given the annual interest earned in this fund historically falls short of the plant and operational needs of the current eligible facilities (see Exhibit A), expanding its’ use would provide no overall benefit to the City.
2. Ultimately Council has the authority to apply these funds as they see fit for the betterment of the community. An advantage of designating these funds in the current manner is that from a financial reporting standpoint they are listed as an obligated resource. This is important when asked to demonstrate a need for additional state/federal funding or applying for various financial assistance programs. Should Council wish to repurpose all, or a part of, the corpus of this fund, it would remain important that it be for a specific, identifiable, purpose in order to maintain the obligated status.

## **LOANS NOT AUTHORIZED**

**Proposed policy guidance:** That authorizing the issuance of loans from Council Appropriated Funds to non-City owned entities shall be prohibited.

### **Discussion:**

1. Concern was expressed that a comprehensive prohibition of authorizing loans may be too restrictive and that some level of Council discretion may be appropriate.

### **Staff Comment:**

1. When preparing the proposed policy regarding the prohibition of loans, the following factors were considered:
  - a. Provisions of State Statute 9-4-831 addressing investment of public funds as it relates to risk aversion.
  - b. Wyoming Constitution Article 16, Section 6 (Exhibit B) – prohibition against making loans or giving credit to or making donations to or in aid of any individual, association, or corporation, except for recognizing support or the poor
  - c. Fund availability/liquidity
  - d. Competition with private sector

Should Council wish to retain authority to issue loans, staff suggested language may read:

**“Authorizing the issuance of loans to non-City of Casper owned entities shall be limited to those which utilize the funding to carry out a public purpose in which the City of Casper is statutorily authorized to engage”.**

### **Financial Considerations**

None at this time.

### **Oversight/Project Responsibility**

Tom Pitlick, Financial Services Director

### **Attachments:**

Exhibit A: Perpetual Care Fund interest earnings projection

Exhibit B: Wyoming Constitution Article 16, Section 6

Exhibit C: Current notes receivable listing

# ATTACHMENT A

<b>PERPETUAL CARE FUND</b>	\$	28,500,000
Investment Earnings (Current):	1.95%	\$ 555,750
	<b>Corpus Reduction</b>	<b>Interest Earnings Reduction</b>
Corpus Reduction:	\$ 100,000	\$ 1,950
	\$ 500,000	\$ 9,750
	\$ 1,000,000	\$ 19,500
	\$ 1,500,000	\$ 29,250
	\$ 2,000,000	\$ 39,000
	\$ 2,500,000	\$ 48,750
	\$ 3,000,000	\$ 58,500
	\$ 3,500,000	\$ 68,250
	\$ 4,000,000	\$ 78,000
	\$ 4,500,000	\$ 87,750
	\$ 5,000,000	\$ 97,500

04/04/2020

**Article 16, Section 6. Loan of credit; donations prohibited; works of internal improvement.**

(a) Neither the state nor any county, city, township, town, school district, or any other political subdivision, shall:

(i) Loan or give its credit or make donations to or in aid of any individual, association or corporation, except for necessary support of the poor; or

(ii) Subscribe to or become the owner of the capital stock of any association or corporation, except that:

(A) Funds of public employee retirement systems and the permanent funds of the state of Wyoming may be invested in such stock under conditions the legislature prescribes;


(B) The legislature may provide by law for the investment of funds not designated as permanent funds of the state in the capital stock of any association or corporation and may designate which of these funds may be invested. The legislature may prescribe different investment conditions for each fund. Any legislation establishing or increasing the percentage of any fund that may be invested under this subparagraph shall be passed only by a two-thirds (2/3) vote of all the members of each of the two (2) houses voting separately.


(b) The state shall not engage in any work of internal improvement unless authorized by a two-thirds (2/3) vote of the people.

## ATTACHMENT C

NOTES RECEIVABLE	Original Loan Amount	Interest Rate	06/30/19 Principal Bal.	Final Payment Due
<b>Redevelopment Loan Fund:</b>				
Big House, LLC (Old Fire Station #1 renovations) HUD loan through the City.	\$ 634,000	Variable	\$ 314,000	August, 2024
<b>Capital Fund:</b>				
Wyoming National, LLC (Wy Nat'l Bank Bldg)	\$ 218,493	2.25%	\$ 124,856	Sept. 2031
<b>Opportunity Fund:</b>				
Casper Housing Authority (Roosevelt School) 15 year term	\$ 434,350	3.0%	\$ 380,966	April, 2032
<b>Perpetual Care Fund:</b>				
Casper Housing Authority (Group Home) 15 year term	\$ 360,939	4.0%	\$ 279,551	April, 2030
CWRWS (1/2 total loan amount) 12 year term	\$ 7,952,500	2.50%	\$ 3,092,572	Nov., 2023
<b>General Fund:</b>				
CWRWS (1/2 total loan amount)	\$ 7,952,500	2.50%	\$ 3,092,572	Nov., 2023

April 21, 2020

TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director   
Cindie Langston, Solid Waste Manager

SUBJECT: Brief Business Case to Change Residential Recycling Program

**Meeting Type & Date**

Council Work Session, April 28, 2020

**Action Type**

Council Direction

**Recommendation**

That Council, provide direction to change residential recycling program to permanently close recycling drop-off locations (depots), open Material Recovery Facility (MRF), and contract a private company to offer curbside recycling to residential customers within the City limits.

**Summary**

The City of Casper initiated a community recycling program in early 1990s when Kelly Walsh High School Students requested City Council to setup a drop-off location at their high school for seven recyclable materials, including newspaper, magazines, white office paper, corrugated cardboard, tin cans, aluminum cans, and glass bottles. City Council approved a community recycling program to include up to five locations within the City limits, with storage capacity of 4 cubic yards per recycling commodity, or 28 cubic yards per drop-off location. The drop-off community recycling program, over the last 30 years, has expanded from 5 to 12 drop-off locations within Natrona County, up to 48 cubic yards more storage capacity per drop-off location, a part-time employee to 2 full-time employees, up to 65% more miles for collection each day, and rising fuel, vehicle maintenance and capital infrastructure costs. The total collected tonnage of recyclable materials collected in calendar year 2018 was 2,105 and 1,044 in 2003, an annual tonnage increase of 1,061 (102 %) in the last 15 years.

The most consistent concerns of the drop-off locations are related to litter, noise, safety, and new zero contamination tolerance levels. Litter accumulates at drop-off locations due to windy weather conditions, collection trucks create up to 95 decibels of noise when collecting cardboard and plastics, muddy and slippery conditions exist during inclement weather, and, most importantly, acceptable contamination tolerance levels have dropped to zero. Staff has worked over the past several years to address community concerns, costing up to \$700,000 in infrastructure improvements, including fencing, asphalt, new containers, and landscaping. And more recently, within the last year, the acceptable amount of contamination from brokers has decreased from three percent (3%) to zero (0%) percent due primarily to Chinese recycling markets. Contaminated loads have significantly increased in the last six (6) months, with as much as 25% of loads being rejected. When loads of recycling material are rejected, the material is transported to the landfill, increasing operational costs and decreasing commodity revenue. Staff has tried several methods of public education to decrease contamination, including photo signage of what is acceptable, signage of what is not acceptable, as well as utilizing the website and social medial. Several years ago, volunteers were recruited and utilized for one-on-one education at the depots as to what is

accepted and what is contamination. That was the only method that was found to be effective to eliminate contamination.

Based on costs and effectiveness, Solid Waste staff planned to improve the community recycling program to achieve reduced contamination by building a Material Recovery Facility (MRF), where staff could operate the MRF to educate the public about what recyclable materials are accepted for recycling and what materials are considered contamination. In addition, City Council approved a professional services contract for Wenck Associates, and their subcontractor Sloan Vazquez McAfee, to update the Solid Waste Business plan, including recommendations for operating a MRF. Sloan Vazquez McAfee prepared a Financial Proforma to establish a commercial recycling rate for the MRF, and verified the most cost-effective alternative for residential recycling is to close the un-manned recycling drop-off locations. Sloan Vazquez McAfee supports that not only could zero contamination requirements be met with a single manned drop-off location, annual operational costs of \$226,272 could be reduced to \$73,551. The current recycling program costs residential customers approximately \$1.30 per month and is included in their monthly \$17.10 per month weekly trash collection fee.

The MRF construction was completed November 2019 and is currently being used to store and bale residential corrugated cardboard and plastics #1 and #2, while the local recycling broker processes and bales commercial cardboard and residential newspaper, magazines, white office paper, tin and aluminum cans for \$60 per ton. In February 2020, 25% of the recyclable materials collected were rejected and sent to the landfill due to material contamination, meaning wrong items were being placed in the bins, such as non-recyclable plastics were placed into the number one plastics bins, and Styrofoam and packing materials were placed into the corrugated cardboard bin. As rejected loads increase, our annual \$226,272 operational costs will increase. Solid Waste staff proposes closing the 12 recycling drop-off locations and opening the MRF to the public this fall. A cost benefit analysis is provided below.

## **BENEFITS & COSTS TO REFUSE COLLECTION FUND**

The Refuse Collection fund would realize operational cost savings for closing the 12 un-manned recycling drop-off locations and opening the manned MRF. The Refuse Collection Fund costs and savings associated with closing the un-manned drop-off locations and opening the MRF over a ten (10) ten-year period are:

### **COSTS**

- Operating the MRF and continuing to collect recycling materials from the 12 recycling drop-off locations will cost \$526,096 per year, assuming there is zero contamination from the materials collected at the 12 drop-off sites. It is impossible to achieve zero contamination from the materials collected at the 12 drop-off locations; therefore, it is estimated that two (2) additional full-time workers would be required in the MRF for removing contamination, costing ~\$100,000, for a total cost of \$626,096 (\$299,824 MRF and \$326,272 to continue to keep the 12 recycling drop-off locations open). Approximately \$400,000 in additional costs would be needed to keep the 12 recycling drop-off locations open, requiring residential rate payers monthly trash collection rates to go up by \$1.70 per month, a 9.75 percent (9.75%) increase. The cost to operate both the MRF and the recycling drop-off locations is approximately \$626,096 per year, or \$6,260,960 over 10-years.
- Costs for operating the MRF, if the recycling drop-off locations are closed, includes accepting, baling and transporting recyclable materials to a local broker using existing full time and part time staff is

approximately \$73,551 per year or \$735,510 over 10 years. (Sloan Vazquez McAfee Financial Proforma available upon request.) Residential customers' monthly trash collection rate would increase up to \$0.30 per month, a 1.8 percent increase. Staff believes the additional annual \$73,551 will be significantly decreased over a 10-year period when revenue from recycling commodities increase with additional participation in the program.

## SAVINGS

- Zero contamination requirements could be met by closing un-manned recycling drop-off locations and opening one manned drop-off location (the MRF) using existing staff. The annual estimated cost savings to meet zero contamination requirements by closing un-manned drop-off locations is \$552,545 (\$626,096 minus \$73,551), or \$5,525,450 over 10-years.

## BENEFITS AND COSTS TO THE PUBLIC

New zero contamination requirements are not attainable with the City's current recycling program. The following options staff considered when evaluating changes to the current recycling program include the following:

## COSTS

- Option 1) Status Quo (continue with no change). Up to 100% of materials going to landfill and \$226,272 in recycling expenses each year, plus capital investments to maintain the drop-off locations. Public loses trust in program because materials collected are landfilled instead of recycled.
- Option 2) Discontinue residential recycling programs. Discontinuing residential recycling was not considered an acceptable option during the last 10-years while saving money to build the MRF – save \$226,272 operational costs each year.
- Option 3) Continue Self-Serve Recycling Depots, Open Material Recovery Facility (MRF) and add two (2) additional full-time employees.  
~\$400,000 per year, or 9.75 % rate increase, to residential trash collection customers and residential customers travel costs increase to collection site (MRF) -- ~\$4 per month for fuel and 2 hours per month of time assuming weekly trips and 5 additional miles of travel.
- Option 4) Close Drop-off Locations and Open MRF. ~\$73,600 per year, or 1.8% rate increase, to residential trash collection customers and residential customers travel costs increase to collection site (MRF) -- ~\$4 per month for fuel and 2 hours per month of time assuming weekly trips and 5 additional miles of travel.
- Option 5) Close Drop-off Locations, Open MRF and Hire Private Company to Offer Curbside Recycling to Residents. Recover additional \$73,551 per year costs through curbside collection service fees over a five-year period while service grows. Customers who choose to have the service would pay ~\$17 per month for twice a month collection.
- Option 6) Close Drop-off Locations, Open MRF, Mandate Curbside Recycling for Residents, and Hire Private Company to Provide Service. Recover additional \$73,551 per year costs immediately through curbside collection service fee costing residential approximately \$5



per month, or a 30% rate increase, to residential trash collection customers.

City staff recommends Option 5. Option 5 provides residents two (2) options for recycling with the least amount of costs to residential trash collection rate payers. Changing the current recycling program will be hard for residents to adjust to; paying about \$15 per month for curbside service or driving to one location with limited hours or throwing away recyclable material are hardships for the folks who recycle. It is expected recycling volumes will decrease for the first few years and return to the 2105 annual tonnage volume within five (5) years as people adjust to the new normal. Most communities in our state have discontinued, reduced, or plan to discontinue recycling programs because zero contamination is not achievable without increasing costs significantly. The City of Casper is fortunate that we saved the money to build a MRF and we have the current infrastructure to continue to offer recycling at a low cost, approximately 1.8% (~\$0.30 per month) increase in trash rates.

**Financial Considerations**

Option 5 would require Council approval to increase residential trash collection fees \$0.30 per month, effective January 1, 2021.

**Oversight/Project Responsibility**

Andrew Beamer, Public Services Director,  
Cindie Langston, Solid Waste Manager,  
Sean Orszulak, Solid Waste Superintendent

**Attachment**

Attachment A – Locations of City of Casper’s Nine (9) un-manned Recycling Drop-off Depots

## Attachment A

### Locations of the City of Casper's Nine (9) un-manned Recycling Drop-off Depots

- 1) Huber Park (3031 East 5th Street)
- 2) Meals on Wheels (1760 East 12th Street)
- 3) Rocky Mountain Discount Sporting Goods (1351 CY Ave) East end of parking lot
- 4) North Casper Ball Park Parking Lot (1700 E. K St.)
- 5) Wyoming Blvd. by the Central Wyoming Fairgrounds (1887 SW Wyoming Blvd)
- 6) Viking Court Cul-de-sac (1200 Viking Court)
- 7) Paradise Valley Pool (5200 Iris)
- 8) YMCA (315 E. 15th St.) East end of the parking lot.
- 9) Balefill (1886 Station Rd)

The town of Evansville, Mills and Bar Nunn each have one (1) recycling drop-off depot.