

SPECIAL COUNCIL MEETING & WORK SESSION
Tuesday, March 27, 2018, 4:30 p.m.
Casper City Hall
Council Chambers

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTION AND SWEARING IN OF NEW COUNCILMEMBER
 - A. Introduction of New Ward I Councilmember
 - B. Municipal Court Judge Hand issues Oath of Office to newly-elected Councilmember
 - C. Introduction of Councilmember's Family & Friends/Councilmember's Comments
4. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish April 3, 2018, as the Public Hearing Date and First Reading for Consideration of:
 - a. Mobile Vendor Parking Permit Ordinance.
5. RESOLUTION
 - A. Consent
 1. Authorizing a Lease Agreement from **Cowboy Smokehouse LLC**, for the Food and Beverage Operation at the **19th Hole Restaurant**.
6. ADJOURN INTO WORK SESSION – COUNCIL MEETING ROOM

WORK SESSION AGENDA FOLLOWS ON NEXT PAGE

Agenda

**Casper City Council Work Session
 City Hall, Council Meeting Room
 Tuesday, March 27, 2018
 (after special Council meeting
 which begins at 4:30 p.m.)**



Work Session Meeting Agenda Items		Recommendation	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
1.	Police Body Cameras (Chief McPheeters)	Direction Requested	20 min
2.	Budget Review: Capital Budget Discussion (Carter Napier)	Information Only	20 min
3.	General Agency Funding Requests Review (Carter Napier)	Direction Requested	20 min
4.	Budget Review: Utility Rates Discussion (Carter Napier)	Move Forward for Approval	20 min
5.	Strategic Plan Review (Carter Napier)	Information Only	20 min
6.	Agenda Review	Direction Requested	20 min
7.	Legislative Update	Information Only	20 min
8.	Council Around the Table	Information Only	45 min



March 21, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CMJ*
SUBJECT: Establish April 3, 2018 as the Public Hearing Date and First Reading for the Ordinance for Mobile Vendor Parking Permit (MVPP).

Meeting Type & Date
Council Work Session
March 27, 2018

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish April 3rd, 2018 as the public hearing for the Mobile Vendor Parking Permit.

Summary
In October of 2017, Frontier Brewing began to host weekly food truck events on Second Street. There is a national trend of food trucks becoming more prominent in the food and beverage industry. Cities are having to ensure that food trucks are being managed appropriately both in terms of their compliance with public health regulations, and also in regards to their impacts on traffic and the local restaurant industry. Food trucks have been featured at the Tate Pumphouse and at David Street Station events, but their presence on Second Street caused considerable local discussion about how mobile vendors should be regulated.

City Staff presented City Council with the first draft of the Mobile Vendor Parking Permit (MVPP) at the January 9th, 2018 work session. City Staff then met with stake holders to discuss the Mobile Vendor Parking Permit (MVPP) on two different occasions. Version 10 of the Mobile Vendor Parking Permit (MVPP) was presented to City Council at the March 13, 2018 work session. After a few modifications, City staff believes that middle ground was achieved with this version of the MVPP. The ordinance for the Mobile Vendor Parking Permit (MVPP) is ready for 1st reading and the public hearing. This permit would apply to all mobile vendors; it is not exclusive to food trucks.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

March 22, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Parks and Recreation Director *TC*
Dan Coryell, Parks Manager *DC*
SUBJECT: Lease Agreement with Cowboy Smokehouse LLC. for the food and beverage operation at the 19th Hole Restaurant.

Meeting Type & Date

Regular Council Meeting

3/27/18

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement from Cowboy Smokehouse LLC for the food and beverage operation at the 19th Hole Restaurant.

Summary

The 19th Hole Restaurant is located in the upstairs portion of the clubhouse at the Casper Municipal Golf Course. The restaurant offers a full bar, kitchen, large dining areas, restrooms, and a balcony that has a beautiful view of the golf course. The restaurant caters to the thousands of patrons that frequent the golf course yearly. It also holds many private parties, company holiday functions, and weddings in the off season.

Cowboy Smokehouse LLC has agreed to enter into a 3 year Lease Agreement with the City of Casper for the food and beverage operation of the 19th Hole Restaurant. This Lease will expire on March 31st, 2021. Cowboy Smokehouse, LLC has been handling the food and beverage operations at the 19th Hole since February of 2018.

Financial Considerations

The City of Casper will receive:

- 3% of gross receipts per month year 1
- 4% of gross receipts per month year 2
- 5% of gross receipts per month year 3

Oversight/Project Responsibility

Dan Coryell, Parks Manager

Jason Ostlund, Golf Superintendent

Attachments

Resolution

Lease Agreement

LEASE AGREEMENT
FOR THE
OPERATION OF THE 19TH HOLE RESTAURANT
AT THE
CASPER MUNICIPAL GOLF COURSE

THIS LEASE, entered into this ___ day of _____, 2018, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, with offices located at 200 N. David St., Casper, Wyoming 82601, referred to hereinafter as "Lessor," and Cowboy Smokehouse, LLC, DBA 19th Hole, with a PO Box of 2572 Mills, Wyoming 82644, referred to hereinafter as the "Lessee".

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

1. LEASED PREMISES:

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

The entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, veranda, staircase, closets, restrooms, bar office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshops garage, and storage areas.

The City of Casper Municipal Golf Course, as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

The Lessor specifically approves the sales of alcoholic liquor and malt beverages by the Lessee on the Golf Course subject to applicable law, and extends this lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the Lessor which will be the primary activity at the Golf Course; and Lessee agrees not to interfere with same.

The parties understand that the Lessor, as a political subdivision holds a Golf Club Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. § 12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR

IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR ITS SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THIS LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

2. LEASE TERM:

The term of this lease shall commence on April 1, 2018, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on March 31, 2021.

3. LEASE FEES:

Lessee shall pay Lessor a fee of three percent (3%) of the gross receipts per month for all business transacted at the 19th Hole Restaurant from April 1, 2018 through March 31, 2019. This fee will increase to four percent (4%) on April 1, 2019 through March 31, 2020, then again increase to five percent (5%) on April 1, 2020 through March 31, 2021. Gross receipts are defined as total receipts, less sales tax. All fees are due and payable to the Lessor on or before the 5th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE:

It is the intent of the parties that the leased premises are being leased to Lessee for the sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All right, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this lease. Lessee shall provide a food, beverage, and concession service level which maximizes the patronage of the golfing community and general public. Lessee shall employ and supervise a person, or persons, who can order, purchase, dispense, inventory, track, control, and handle the waste stream of all products, materials, and supplies involved in the 19th Hole Restaurant, course concession, bar/lounge, dining room service, and maintenance functions. Lessee shall be reliable, responsible, and responsive to the needs of the customers, patrons, and the City of Casper, including hours of operation, to maximize revenues to the City of Casper.

5. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

- A. The Lessee's operations under this Lease and its related activities shall be conducted in a safe manner and shall conform to all federal, state, county, and municipal laws, and all regulations thereof.
- B. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Municipal Golf Course. The Lessee shall obtain all applicable

licenses and permits for its operations, and for making repairs, alterations, or improvements.

6. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the Lessor).

7. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of the lease term, Lessee shall procure and maintain for the duration of the lease term, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by the Lessee, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per occurrence for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Lessee's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Lessee maintains higher limits than required under this Agreement, then the Lessor shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Lessor, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 2010 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Lessor. Such notice to the Lessor shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. Unless otherwise approved by the Lessor in writing, any deductible may not exceed Five Thousand Dollars (\$5,000). Unless otherwise approved in writing by the Lessor, self-insured retentions may not exceed Five Thousand Dollars (\$5,000), and the Lessor may require the Lessee to provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Lessor.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of this lease or the beginning of operations, whichever comes first.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the lease term. However, Lessee's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Lessee must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Lessor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that the Lessor is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Lessor reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Lessee agrees to indemnify the Lessor, the Lessor's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Lessee and any subcontractor thereof.

F. The parties recognize that the insurance requirements herein are the maximum liabilities which may be imposed on the City under Wyoming statutes 1-39-101 *et seq.* If the maximum liability allowed by law is altered, either during the term of this lease or any subsequent term(s), the Lessee's insurance shall be amended to provide insurance in an amount equal to or greater than the maximum liability imposed by law.

8. ANNUAL OPERATIONS PLAN:

A. The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before January 1st of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of parties, receptions, and proposed bar and restaurant menu selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

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

9. ADVERTISING:

A. Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval.

B. The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to removal by the Lessee at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising, and also to any damage to the leased premise that is not properly repaired if and when the advertising is removed.

10. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, sublet, or transfer this lease agreement in whole or part without the prior written consent of the Lessor.

11. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

12. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before January 1st of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any City owned equipment from the facilities without express written permission from the Public Services Department Director or his designee.

13. BUSINESS RECORDS:

- A. Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an aggregate amount of sales, services, orders, and all of Lessee's business expenses upon the leased premises.
- B. Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with verified financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

14. MAINTENANCE:

- A. Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public; and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; however, the cost of said maintenance shall be paid by the Lessee, as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.
- B. Lessor shall, during the term of this lease, or any renewals thereof, provide major premises and facilities repairs to electrical, mechanical, plumbing, heating, cooling,

ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, fencing, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the premises and facilities, in the previously noted systems and area amenity categories, in-which each single-incident of repair is less than Five Hundred Dollars (\$500.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs, or the safe and proper operation of the facilities, or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

15. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.
- B. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Public Services Department Director or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.
- C. Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Public Services Department Director, or his designated representative.

16. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities. Lessor shall also pay for and provide three (3) cable drops in the restaurant/bar areas, not to exceed One Hundred Five Dollars (\$105.00) per month. Lessor shall also provide and pay for monthly internet charges in the restaurant/bar areas, not to exceed fifty (\$50.00) per month.

17. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

18. LEASE TERMINATION:

A. Lessor's Right to Terminate this Lease During any Term of this Lease:

The Lessor may declare this lease terminated in its entirety, in the manner provided in Subsection C hereof, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law, upon the premises licensed hereunder.

1. If the rentals, fees, changes, or other money payments due the Lessor from the Lessee under this lease are unpaid after the date specified for such payments, the provisions of Subsection 18. C. shall not apply, and the Lessor shall have the right to immediately terminate this lease upon written notice thereof to the Lessee.
2. If the Lessee has failed in the performance of any covenant or condition required to be performed by the Lessee.
3. Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates the conduct and operation of the concession in the above specified facilities by the Lessee, or suspends it for any time in excess of twenty (20) days.
4. If the interest or estate of the Lessee under the agreement is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation in merger or a constituent corporation in a consolidation.
5. If the levy of any attachment or execution or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or, as a direct consequences of such process, will interfere with Lessee's occupancy of the above specified facilities and will interfere with its operations under the agreement, and which attachment, execution, receivership, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of twenty (20) days.
6. If a petition under any part of the federal bankruptcy law or an action under any present or future insolvency law or statute is filed against Lessee and Lessee's operations are interfered with or adversely affected thereby, or Lessee is adjudicated as bankrupt.

7. If the Lessee shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation at the above specified facilities, or any other action that results in a failure by the Lessee to provide the public and others with the service contemplated by this lease.
8. In the event of an emergency situation or natural catastrophe beyond the control of the Lessor, the Lessor may terminate this lease upon five (5) days' written notice of such termination to the Lessee. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to, conditions which render the facilities unsafe or unavailable for their intended use, whether such conditions result from fire, storm, explosion, vehicle collision, earthquake, utility failure or disruption, flood, riot, civil commotion, or otherwise.

B. The Lessee's Right To Terminate During any Term of this Lease:

The Lessee, at its option, may declare the contract terminated in its entirety, in the manner provided in Subsection 18. C. hereof, if the Lessor shall have failed in the performance of any material covenant or condition within the control of the City and herein required to be performed by the City, provided the Lessee gives City thirty (30) days written notice to cure and such failure is not cured in said thirty (30) day period.

C. Procedure For Termination Or Repossession:

Except as provided in Subsection A. 8. above, AND EXCEPT FOR THE NON-PAYMENT OF THE FEES DUE THE LESSOR UNDER THIS LEASE AS PROVIDED IN SUBSECTION 18. A. 1. ABOVE, no termination declared by either party shall be effective, and the City of Casper shall not take possession of the leased premises from the Lessee unless and until not less than twenty (20) days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect and the cause for which the lease is being terminated, or for the repossession of the leased premises to provide for the cure of any such default; and no such termination shall be effective nor shall the City retake possession of the facilities:

1. If in the sole discretion of the Lessor such default is cured within the twenty (20) days period; or,
2. In the event that such default by its nature cannot be cured within such twenty (20) day period, if the party in default promptly commences to correct such default within said twenty (20) days and corrects the same as promptly as is reasonably practicable.
3. Notwithstanding the above, if a life/safety situation occurs where the leased premises becomes structurally or operationally unsafe, the City may take immediate possession of the leased premises without notice, and then provide notice as soon as practical thereafter.

19. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs, expenses and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

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

21. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

22. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal property. Lessor shall pay any taxes, levies, or assessments levied on the leased buildings, premises, properties, or improvements owned by the Lessor.

23. NOTICES:

Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Cowboy Smokehouse , LLC, DBA 19th Hole
Attn: Patrick Munsell
PO Box 2572
Mills, WY 82644

City of Casper
Parks and Recreation Director
1800 East K Street
Casper, WY 82601

24. WAIVER:

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

25. ENVIRONMENTAL COMPLIANCE:

- A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.
- B. Lessee shall immediately advise Lessor in writing of: 1) any and all governmental agencies, regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

C. Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

26. TIME OF ESSENCE:

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

27. BINDING EFFECT:

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

28. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

29. WYOMING GOVERNMENTAL CLAIMS ACT:

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

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

APPROVED AS TO FORM

A handwritten signature in cursive script, appearing to read "Walter T. ...", is written above a horizontal line.

ATTEST:

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

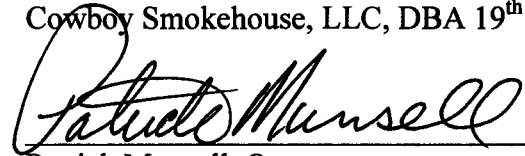
Ray Pacheco
Mayor

Witness:

LESSEE:
Cowboy Smokehouse, LLC, DBA 19th Hole



By:
Title: *Parks Manager*



Patrick Munsell, Owner

RESOLUTION NO. 18-60

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH COWBOY SMOKEHOUSE, LLC. FOR THE
OPERATION OF THE 19TH HOLE RESTAURANT AT THE
CASPER MUNICIPAL GOLF COURSE

WHEREAS, the City of Casper desires to enter into a lease agreement for the operation of food and beverage at the 19th Hole Restaurant at the Casper Municipal Golf Course; and,

WHEREAS, Cowboy Smokehouse, LLC, is able, qualified, and willing to provide food and beverage services at the 19th Hole Restaurant at the Casper Municipal Golf Course.

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 Cowboy Smokehouse, LLC, for the operation of food and beverage at the 19th Hole Restaurant at the Casper Municipal Golf Course.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor