

**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, March 9, 2020**

6:00 p.m. – Pre-Meeting Workshop

Agenda Review
Department Reports

7:00 p.m. – Regular Meeting

1. **CALL TO ORDER:** Mayor Tony Tomassi
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF AGENDA:** March 9, 2020
5. **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
 - Comments regarding items on the agenda
 - General comments
6. **PUBLIC HEARINGS:**
None
7. **PRESENTATIONS:**
None
8. **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Minutes of February 24, 2020
 - (b) Approval of payment of bills; payroll; ACH payments
 - (c) Approve Resolution 2020-774, Authorizing 1st Bank as Depository for City of Kemmerer funds for 2020
 - (d) Approve Resolution 2020-775, Authorizing Bank of the West as Depository for City of Kemmerer funds for 2020
 - (e) Renew Old Town Hall Lease with Patti Roberts
 - (f) Authorize the Mayor to sign Agreement for Transfer of Entitlements for Airport

9. TABLED ITEMS:

- (a) Cheyenne Housing Authority (CHA) Loan Opportunities

10. OLD BUSINESS:

None

11. NEW BUSINESS:

- (a) Tim & Melissa Cassidy's Application to Vacate Common Lot Line
- (b) First Reading Ordinance No. 2020-863, Amending Sections 2 and Section 8 of the Kemmerer City Code Regarding Elective Officers and Election Ward Boundaries
- (c) Exxon/Mobil Impact Funding Request Pre-Hearing Statement

12. COMMENTS:

- (a) City Administrator
- (b) Council Comments
- (c) Mayor Comments

13. EXECUTIVE SESSION

None

14. ADJOURN

NEXT REGULAR COUNCIL MEETING WILL BE MONDAY, MARCH 23, 2020

The Kemmerer City Council met in regular session this 24th day of February, 2020, at 7:03 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Anthony Tomassi, Councilman Robert Bowen, Councilman John Sawaya, Councilman Mark Quinn. Absent was Councilman Eric Rudy.

Motion was made by Councilman Quinn to un-excuse the absence of Councilman Rudy, seconded by Councilman Bowen and unanimously approved by Council present.

Motion was made by Councilman Bowen to approve the agenda of February 24, 2020 as amended with the deletion of the Fossil Basin Promotion Board presentation and the addition of an executive session; seconded by Councilman Quinn and unanimously approved by Council present.

VISITORS COMMENTS:

None.

CONSENT AGENDA:

Motion was made by Councilman Bowen to approve the items on the consent agenda as presented; seconded by Councilman Sawaya and unanimously approved by Council present.

Those items were:

(a) approval of the minutes of February 10, 2020 as presented;

(b) approval of the payment of the bills, ACH payments, and payroll as presented:

13692 NCPERS Group Life	\$64.00	13693 Wyo. Retirement System	\$15,955.61
13694 Auto Inn Repair, Inc.	1,239.00	13695 BCBS of Wyoming	32,900.00
13696 Centurylink	14.57	13697 Centurylink	643.14
13698 Delta Dental	2,276.60	13699 Dominion Energy	5,523.54
13700 Erickson Counseling	90.00	13701 Fossil Basin Promo. Board	2,554.60
13702 Harris Law Office, PC	750.00	13703 JIVE Communications, Inc.	323.78
13704 JUB Engineers, Inc.	8,347.71	13705 Kemmerer Gazette	1,247.83
13706 Ken Garff West Valley	47,772.08	13707 Linc. Cnty. Planning	15.00
13708 Linc. Cnty. Sheriff Office	2,300.00	13709 Mtn. West Bus. Solutions	72.00
13710 One-Call of Wyoming	4.50	13711 Outlaw Supply, Inc.	913.50
13712 Petty Cash-Adm or Natasia	28.66	13713 PEWAG Traction Chain	1,165.84
13714 UMB Card Center	10,672.67	13715 Upper Case Printing, Ink.	97.68
13716 Wagner & Wagner, Inc.	8,479.30	13717 Wheeler Machinery Co.	295.90
13718 WYDOT-Financial Srvcs.	10,036.45	13719 Wyo. Asso. of Municipalities	230.00
13720 Xerox Corporation	409.97	2/5/20 Secure Instant Pmts-ACH	22.45
2/19/20 Expert Pay-ACH	119.62	2/19/20 Federal Tax Deposit-ACH	15,076.28
2/19/20 Direct Deposit-ACH	49,088.53	2/19/20 City Flex Account-ACH	400.00
2/19/20 ICMA-ACH	225.00	2/19/20 Orchard Trust-ACH	720.00

TABLED ITEMS:

None.

OLD BUSINESS:

None.

NEW BUSINESS:

- (a) Motion was made by Councilman Sawaya to appoint William Thek to fill the unexpired term in Ward #3 with the term running through 12/31/2020; seconded by Councilman Bowen an unanimously approved by council present.

Councilman Thek was sworn in and joined Council.

- (b) Motion was made by Councilman Sawaya to approve Resolution 2020-773, Cheyenne Housing Authority (CHA) Loan Opportunities; seconded by Councilman Bowen. After discussion, motion was made by Councilman Quinn to table Resolution 2020-773; seconded by Councilman Thek an unanimously approved by council present.
- (c) Motion was made by Councilman Quinn to authorize the mayor to sign the agreement with Global Location Strategies as amended; seconded by Councilman Bowen and unanimously approved by council present.
- (d) Motion was made by Councilman Sawaya to approve Resolution 2020-772, Amending the Drug and Alcohol Policy for Random Testing; seconded by Councilman Quinn and unanimously approved by council present.
- (e) Motion was made by Councilman Thek to approve Progress Payment #2 for EMM-AIP20, Relocating Tank Project; seconded by Councilman Quinn and unanimously approved by council present.

COMMENTS:

City Administrator, Brian Muir, informed the Council that Global Location Strategies will be in Kemmerer March 9-11. They will be meeting with citizens and will start collecting data and conducting surveys for the diversification study. He commented on the progress of the legislature the past two weeks in helping coal fired power plants and carbon capture utilization storage. Senate File (SF)-152 is being strengthened. The WAM conference will be in Cheyenne this week. He encourages everyone to get with their representatives to support the bills that have meaning to them. He mentioned that there are some issues that need to be address in the snow policy particularly the dates when citizens can park on the streets.

Councilman Thek made comments on the snow policy. Councilman Quinn said that the City has done an exceptional job in snow removal considering the amount of snow that we have received. Councilman Bowen also commented on the snow removal policy. He thanked the public works department for everything they are doing.

Mayor Tomassi welcomed Bill Thek to the Council. He commended him for his willingness to

step forward and serve the community. He feels that for the most part the City has done a very good job removing snow. He mentioned that it's not perfect, but it will never be perfect especially with the resources and staff that we have. He wanted to congratulate the KHS wrestling and swimming teams for their success at their regional and state events.

Motion was made by Councilman Quinn to adjourn into executive session to discuss personnel; seconded by Councilman Bowen and unanimously approved by Council present; 8:02 p.m.

Motion was made by Councilman Quinn to reconvene into regular session; seconded by Councilman Bowen and unanimously approved by Council present.

There being no further business before Council, Councilman Sawaya made a motion to adjourn the meeting; seconded by Councilman Thek and unanimously approved by Council present; 9:50 p.m.

CITY OF KEMMERER, WYOMING

BY: _____
ANTHONY TOMASSI, MAYOR

ATTEST:

GLENDA R. YOUNG
ADMINISTRATIVE SERVICES DIRECTOR

Consent Agenda (a)

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-14230 DUE FROM OTHERS						
60235	FREEDOM MAILING SERVICES I	37758	FLYERS - BOCES & CRAFT FAIR	02/29/2020	41.60	
10-22515 VISION INSURANCE PAYABLE						
22035	VSP OF WYOMING	03-20	VISION INSURANCE	02/16/2020	271.68	
10-23140 CRIME VICTIM SURCHARGE PAYABLE						
40169	DIVISION OF VICTIMS SERVICE	02-20	CRIME VICTIM SURCHARGE	03/02/2020	150.00	
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT.	52.2003.1	APPLY DEPOSIT	03/03/2020	55.00	
99199	CLARK, TRISTEN	REFUND	GARBAGE DEPOSIT REFUND	03/02/2020	60.50	
99199	STAUFFER, ILSE & MICHAEL	REFUND	GARBAGE DEPOSIT REFUND	03/02/2020	60.50	
ADMINISTRATION						
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0320	INTERNET - ADMIN	03/01/2020	22.59	
10081	ALL WEST COMMUNICATIONS	0628-0320	IP CONNECTION SLTEC TO CH	03/01/2020	14.25	
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - A	03/01/2020	97.26	
10-43-420 POSTAGE						
16005	PITNEY BOWES, INC.	022520	REFILL POSTAGE METER	02/25/2020	500.00	
10-43-860 SPECIAL PROJ & PROGRAMS						
10081	ALL WEST COMMUNICATIONS	0628-0320	INTERNET - JPB/CITY CONTRA	03/01/2020	21.93	
60235	FREEDOM MAILING SERVICES I	37758	PROCESS UTILITY BILLS	02/29/2020	570.29	
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - J	03/01/2020	29.18	
16002	PETTY CASH-ADM OR NATASIA	03-20	SMALL CLAIMS FILING & SERVI	03/03/2020	40.20	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT, E. DEAN	01-20	LEGAL FEES	03/04/2020	1,620.00	
19031	STOUT, E. DEAN	11-19	LEGAL FEES	03/04/2020	1,050.00	
19031	STOUT, E. DEAN	12-19	LEGAL FEES	03/04/2020	1,470.00	
CITY HALL COMPLEX						
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0220	CITY HALL	02/26/2020	739.36	
18009	ROCKY MOUNTAIN POWER	047-0220	CITY HALL SPRINKLER	02/26/2020	29.37	
10-47-621 WATER						
30120	CITY OF KEMMERER	1410001-0220	WATER 226 HWY 233	02/25/2020	15.00	
30120	CITY OF KEMMERER	7221820-0220	WATER CITY HALL REAR	02/25/2020	131.59	
30120	CITY OF KEMMERER	7221910-0220	WATER CITY HALL FRONT	02/25/2020	86.02	
10-47-622 SEWER						
30120	CITY OF KEMMERER	1410001-0220	SEWER 226 HWY 233	02/25/2020	15.00	
30120	CITY OF KEMMERER	7221820-0220	SEWER CITY HALL REAR	02/25/2020	42.28	
30120	CITY OF KEMMERER	7221910-0220	SEWER CITY HALL FRONT	02/25/2020	41.00	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
19010	SELLMARK CORP	495369	SIGHTS FOR AR15	02/27/2020	1,781.85	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0320	INTERNET - POLICE DEPT.	03/01/2020	21.93	
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - P	03/01/2020	55.12	
10-50-710 EQUIPMENT LEASE						
21052	VAL INC	2840-0420	EXPLORER LEASE	03/05/2020	706.78	
21052	VAL INC	2865-0420	EXPLORER LEASE	03/05/2020	706.78	
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0220	ANIMAL SHELTER	02/26/2020	97.26	
10-55-621 WATER						
30120	CITY OF KEMMERER	7221850-0220	WATER ANIMAL SHELTER	02/25/2020	54.83	
PUBLIC WORKS ADMINISTRATION						
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	006-0220	STOP LIGHTS	02/26/2020	25.14	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
18009	ROCKY MOUNTAIN POWER	028/035-0220	STREET LIGHTING	02/26/2020	341.63	
18009	ROCKY MOUNTAIN POWER	053-0220	STREET LIGHTING (HOLLAND)	02/26/2020	19.65	
18009	ROCKY MOUNTAIN POWER	061-0220	SPINEL LIFT STATION	02/26/2020	27.21	
18009	ROCKY MOUNTAIN POWER	078/083-0220	STREET LIGHTS	02/26/2020	4,948.98	
STREET MAINTENANCE						
10-66-280 EQUIPMENT MAINTENANCE						
30090	CENTURY EQUIPMENT COMPA	RP72682	GLASS FOR LOADER WINDOW	02/13/2020	252.52	
23025	WHEELER MACHINERY CO., IN	PS000936439	BAR & NUT FOR BLADE	02/25/2020	317.50	
23025	WHEELER MACHINERY CO., IN	SS000265077	REPAIRS TO 2 SNOW BLOWER	02/27/2020	3,201.41	
99066	DJ'S GLASS	91897	LEXAN SHEET	02/26/2020	143.24	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0220	INDUSTRIAL PARK	02/26/2020	14.57	
18009	ROCKY MOUNTAIN POWER	060-0220	GARAGE & SHOP	02/26/2020	234.83	
18009	ROCKY MOUNTAIN POWER	072-0220	INDUSTRIAL PARK	02/26/2020	16.34	
10-66-621 WATER						
30120	CITY OF KEMMERER	7201350-0220	WATER 213 PINE	02/25/2020	55.91	
30120	CITY OF KEMMERER	8000108-0220	WATER POINT KEY A-10	02/25/2020	56.58	
10-66-622 SEWER						
30120	CITY OF KEMMERER	7201350-0220	SEWER 213 PINE	02/25/2020	27.48	
10-66-710 EQUIPMENT LEASE						
21000	UINTA BANK	03-20	SWEEPER LEASE	03/01/2020	3,955.83	
SANITATION - OPERATIONS/MAINT.						
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	37758	PROCESS UTILITY BILLS	02/29/2020	210.93	
10-69-450 PRINTING & REPRODUCTION						
23015	WESTAR PRINTING LLC	78618	SANITATION REQUEST FORMS	02/24/2020	124.96	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0220	INDUSTRIAL PARK	02/26/2020	7.85	
18009	ROCKY MOUNTAIN POWER	060-0220	GARAGE & SHOP	02/26/2020	126.44	
18009	ROCKY MOUNTAIN POWER	072-0220	INDUSTRIAL PARK	02/26/2020	8.80	
10-69-621 WATER						
30120	CITY OF KEMMERER	7201350-0220	WATER 213 PINE	02/25/2020	30.11	
10-69-622 SEWER						
30120	CITY OF KEMMERER	7201350-0220	SEWER 213 PINE	02/25/2020	14.80	
10-69-810 SUBSCR, MEMBERSHIP, DUES						
16002	PETTY CASH-ADM OR NATASIA	03-20	SMALL CLAIMS FILING & SERVI	03/03/2020	19.80	
PARKS MAINTENANCE						
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0220	PARKS SHOP	02/26/2020	25.28	
18009	ROCKY MOUNTAIN POWER	018-0220	FRONTIER FIELDS	02/26/2020	25.14	
18009	ROCKY MOUNTAIN POWER	046-0220	DVILLE GATEWAY	02/26/2020	27.07	
18009	ROCKY MOUNTAIN POWER	055-0220	PIZ PARK (COULSON)	02/26/2020	25.88	
18009	ROCKY MOUNTAIN POWER	058-0220	COLD STORAGE	02/26/2020	55.43	
18009	ROCKY MOUNTAIN POWER	062-0220	KMER GATEWAY POE	02/26/2020	27.44	
18009	ROCKY MOUNTAIN POWER	067-0220	RANGER PARK	02/26/2020	27.59	
18009	ROCKY MOUNTAIN POWER	071-0220	RIVER SPRINKLER PUMPS	02/26/2020	.00	
18009	ROCKY MOUNTAIN POWER	091-0220	ARCHIE NEIL CONCESSIONS	02/26/2020	29.37	
10-75-621 WATER						
30120	CITY OF KEMMERER	1961821-0220	PP&L SUBSTATION	02/25/2020	.00	
30120	CITY OF KEMMERER	7205261-0220	SPRINKLER TRIANGLE	02/25/2020	.00	
30120	CITY OF KEMMERER	7208851-0220	WATER ARCHIE NEIL PARK	02/25/2020	.00	
30120	CITY OF KEMMERER	7221890-0220	WATER PARKS SHOP	02/25/2020	54.83	
30120	CITY OF KEMMERER	9002272-0220	9TH WEST TOT LOT	02/25/2020	.00	
30120	CITY OF KEMMERER	9002632-0220	WATER RANGER PARK	02/25/2020	.00	
30120	CITY OF KEMMERER	9007482-0220	WATER PIZ PARK (WEST)	02/25/2020	.00	
30120	CITY OF KEMMERER	9007492-0220	WATER PIZ PARK (EAST)	02/25/2020	.00	
COMMUNITY DEVELOPMENT/PLANNING						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-86-340	LEGAL FEES					
19031	STOUT, E. DEAN	11-19	LEGAL FEES	03/04/2020	180.00	
10-86-410	TELECOMMUNICATIONS					
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - P	03/01/2020	16.21	
MUNICIPAL COURT						
10-88-410	TELECOMMUNICATIONS					
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - C	03/01/2020	16.21	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-620	ELECTRIC					
18009	ROCKY MOUNTAIN POWER	012-0220	GOLF MAINT SHOP	02/26/2020	77.91	
18009	ROCKY MOUNTAIN POWER	048-0220	SECURITY LIGHT	02/26/2020	22.42	
18009	ROCKY MOUNTAIN POWER	049-0220	SODIUM VAPOR POLE	02/26/2020	13.88	
18009	ROCKY MOUNTAIN POWER	052-0220	GOLF CART SHED	02/26/2020	25.73	
18009	ROCKY MOUNTAIN POWER	069-0220	SECURITY LIGHT	02/26/2020	15.55	
18009	ROCKY MOUNTAIN POWER	071-0220	RIVER SPRINKLER PUMPS	02/26/2020	.00	
54-73-621	WATER					
30120	CITY OF KEMMERER	7225060-0220	WATER GOLF MAINT SHOP	02/25/2020	54.83	
54-73-622	SEWER					
30120	CITY OF KEMMERER	7225060-0220	SEWER GOLF MAINT SHOP	02/25/2020	42.28	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620	ELECTRIC					
18009	ROCKY MOUNTAIN POWER	016-0220	LITTLE LEAGUE CONCESSION	02/26/2020	86.99	
18009	ROCKY MOUNTAIN POWER	068-0220	STORAGE SHED	02/26/2020	25.14	
18009	ROCKY MOUNTAIN POWER	071-0220	RIVER SPRINKLER PUMPS	02/26/2020	.00	
18009	ROCKY MOUNTAIN POWER	077-0220	LITTLE LEAGUE CROWS NEST	02/26/2020	5.18	
54-77-621	WATER					
30120	CITY OF KEMMERER	7225082-0220	WATER BALLFIELD RESTROOM	02/25/2020	.00	
54-77-622	SEWER					
30120	CITY OF KEMMERER	7225082-0220	SEWER BALLFIELD RESTROO	02/25/2020	.00	
CLUBHOUSE						
54-80-450	PRINTING AND REPRODUCTION					
23015	WESTAR PRINTING LLC	78547	CLUBHOUSE PRICE BANNER	02/18/2020	107.50	
54-80-620	ELECTRIC					
18009	ROCKY MOUNTAIN POWER	070-0220	GOLF CLUBHOUSE	02/26/2020	543.17	
18009	ROCKY MOUNTAIN POWER	076-0220	RV SPACE	02/26/2020	20.23	
54-80-621	WATER					
30120	CITY OF KEMMERER	7225051-0220	WATER RV SPACE	02/25/2020	15.00	
30120	CITY OF KEMMERER	7225071-0220	WATER CLUBHOUSE	02/25/2020	15.00	
54-80-622	SEWER					
30120	CITY OF KEMMERER	7225051-0220	SEWER RV SPACE	02/25/2020	15.00	
30120	CITY OF KEMMERER	7225071-0220	SEWER CLUBHOUSE	02/25/2020	15.00	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-340	LEGAL FEES					
19031	STOUT, E. DEAN	01-20	LEGAL FEES	03/04/2020	165.00	
55-73-610	PROPANE					
20887	BRIDGER VALLEY PROPANE	93462	PROPANE - AIRPORT	02/21/2020	521.41	
55-73-620	ELECTRIC					
18009	ROCKY MOUNTAIN POWER	008-0220	AIRPORT SECURITY LIGHTING	02/26/2020	52.84	
18009	ROCKY MOUNTAIN POWER	017-0220	AIRPORT EQUIP BLDG	02/26/2020	160.82	
18009	ROCKY MOUNTAIN POWER	063-0220	AIRPORT HANGAR #8	02/26/2020	109.83	
18009	ROCKY MOUNTAIN POWER	073-0220	AIRPORT TERMINAL	02/26/2020	108.79	
18009	ROCKY MOUNTAIN POWER	090-0220	AIRPORT VAULT	02/26/2020	280.50	
RECREATION FUND						
ADMINISTRATION						
56-43-710	EQUIPMENT LEASE					
23015	WELLS FARGO FINANCIAL LEA	5009080438	COPIER LEASE	02/04/2020	289.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
REC CENTER OPERATIONS						
56-82-450 PRINTING & REPRODUCTION						
12017	LINCOLN COUNTY SCHOOL DIS	022620	PRINTER PAPER (2)	02/26/2020	65.00	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0220	REC CENTER	02/26/2020	802.62	
56-82-621 WATER						
30120	CITY OF KEMMERER	7221750-0220	WATER REC CENTER	02/25/2020	176.21	
56-82-622 SEWER						
30120	CITY OF KEMMERER	7221750-0220	SEWER REC CENTER	02/25/2020	42.28	
LEISURE PROGRAMS						
56-84-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0220	SWIMMING POOL	02/26/2020	36.52	
56-84-621 WATER						
30120	CITY OF KEMMERER	7208842-0220	WATER SWIMMING POOL	02/25/2020	.00	
56-84-622 SEWER						
30120	CITY OF KEMMERER	7208842-0220	SEWER SWIMMING POOL	02/25/2020	.00	
CULTURAL ARTS AND EVENTS						
57-23147 EVENT CENTER DEPOSIT						
99199	KEMMERER ELEMENTARY PTO	REFUND02152	REFUND REMAINING SECURIT	02/19/2020	460.90	
ADMINISTRATION						
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0320	INTERNET - SLTEC	03/01/2020	66.45	
10081	ALL WEST COMMUNICATIONS	0628-0320	IP CONNECTION SLTEC TO CH	03/01/2020	14.25	
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - E	03/01/2020	55.12	
10006	JIVE COMMUNICATIONS INC	INV600061910	MONTHLY PHONE SERVICE - L	03/01/2020	55.12	
57-43-450 PRINTING & REPRODUCTION						
21007	UPPER CASE PRINTING, INK.	15541	CRAFT FAIR FLYER	02/26/2020	75.24	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	071-0220	RIVER SPRINKLER PUMPS	02/26/2020	.00	
18009	ROCKY MOUNTAIN POWER	086-0220	EVENTS CENTER	02/26/2020	1,130.84	
57-43-621 WATER						
30120	CITY OF KEMMERER	7240400-0220	WATER EVENTS CENTER	02/25/2020	177.61	
57-43-622 SEWER						
30120	CITY OF KEMMERER	7240400-0220	SEWER EVENTS CENTER	02/25/2020	45.61	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0220	VISITOR CENTER	02/26/2020	44.26	
18009	ROCKY MOUNTAIN POWER	085-0220	TRIANGLE PARK - SOUND EQUI	02/26/2020	28.02	
57-45-621 WATER						
30120	CITY OF KEMMERER	7205270-0220	WATER VISITOR CENTER	02/25/2020	54.83	
57-45-622 SEWER						
30120	CITY OF KEMMERER	7205270-0220	SEWER VISITOR CENTER	02/25/2020	42.28	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0220	700 CEDAR	02/26/2020	238.58	
18009	ROCKY MOUNTAIN POWER	093-0220	700 CEDAR	02/26/2020	.00	
60-93-621 WATER						
30120	CITY OF KEMMERER	7202281-0220	WATER 700 CEDAR	02/25/2020	54.83	
60-93-622 SEWER						
30120	CITY OF KEMMERER	7202281-0220	SEWER 700 CEDAR	02/25/2020	35.98	
Grand Totals:					31,783.66	

Consent Agenda (c)

RESOLUTION NO. 2020-774

A RESOLUTION APPROVING FIRST BANK AS A DEPOSITORY FOR CITY OF KEMMERER FUNDS FOR 2020.

WHEREAS, as per Wyoming Statute 9-4-818, applications by banks and savings and loan associations to be approved as a depository shall be submitted to the proper governing board and shall be acted upon by the proper governing board as soon thereafter as practicable; and

WHEREAS, First Bank has made application for the deposit of public funds from the City of Kemmerer for the Year 2020; and

WHEREAS, the Governing Body of City of Kemmerer desires to designate First Bank as a depository of City of Kemmerer funds in 2020;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming that First Bank is approved as a depository for City of Kemmerer funds for the year 2020.

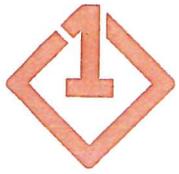
PASSED, APPROVED AND ADOPTED this 9th day of March 2020.

CITY OF KEMMERER, WYOMING

BY: _____
ANTHONY TOMASSI, MAYOR

ATTEST:

GLENDA R. YOUNG, CLERK/TREASURER



FIRST BANK™

Division of Glacier Bank

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

January 22, 2020

**CITY OF KEMMERER
220 STATE HIGHWAY 233
KEMMERER WY 83101-9700**

ATTN: PUBLIC FUNDS ADMINISTRATOR

Pursuant to the requirements of W.S 1977, 9-4-801 through 9-4-831 (1983 Supplement) formal application is hereby made by *First Bank, Division of Glacier Bank*, a corporation organized and existing under the laws of the State of Montana and having its office and principal place of business in the City of Powell, in the County of Park, in the State of Wyoming, to be designated as Depository. (Indicated amount of deposit desired unlimited.)

The bank offers the following described securities:

**United States Government and Agency Obligations
FHLB Certificates of Deposit
FHLB Letters of Credit
Wyoming Municipal Securities**

to be assigned to and held by the **Federal Home Loan Bank of Des Moines**, as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by the **CITY OF KEMMERER** and for the faithful performance of its duties the aforesaid law as such depository.

Kelli Furniss, Chief Deposit Officer
First Bank, Division of Glacier Bank

Benjamin Bell, Regional Market Manager
First Bank, Division of Glacier Bank

**First Bank, Division of Glacier Bank
Certified Copy of Corporate Resolution
For the Year of 2020**

PLEDGING OF COLLATERAL SECURITY FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, it is necessary for First Bank, a Division of Glacier Bank to properly secure for all monies deposited in the bank by the Treasurer of the State of Wyoming or the Treasurer of any state or political subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer is willing to receive securities designated by the laws of Wyoming as legal collateral security, as security for the deposit;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of First Bank, Division of Glacier Bank, that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time as the Treasurer and bank officers may agree upon:

Richard T. Nelson, President

Benjamin Bell, Regional Market Manager

Kelli J. Furniss, Chief Deposit Officer

Troy Brown, Accounting Supervisor

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CERTIFICATE

I, Kelli J. Furniss, Chief Deposit Officer of First Bank, Division of Glacier Bank, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the bank at a valid meeting, held this 21st day of January, 2020, that the Resolution has been spread upon the minutes of said meeting in the minute book which constitutes a part of said bank's permanent records.

Cody, WY via
Dated at conference call, this 21st day of January, 2020

BY:


Richard T. Nelson, President

BY:


Kelli J. Furniss, Chief Deposit Officer

Glacier Bancorp, Inc.
Unaudited Condensed Consolidated Statements of Financial Condition

(Dollars in thousands, except per share data)	Dec 31, 2019	Sep 30, 2019	Dec 31, 2018
Assets			
Cash on hand and in banks	\$ 198,639	233,623	161,782
Interest bearing cash deposits	132,322	172,761	42,008
Cash and cash equivalents	330,961	406,384	203,790
Debt securities, available-for-sale	2,575,252	2,459,036	2,571,663
Debt securities, held-to-maturity	224,611	234,992	297,915
Total debt securities	2,799,863	2,694,028	2,869,578
Loans held for sale, at fair value	69,194	100,441	33,156
Loans receivable	9,512,810	9,541,088	8,287,549
Allowance for loan and lease losses	(124,490)	(125,535)	(131,239)
Loans receivable, net	9,388,320	9,415,553	8,156,310
Premises and equipment, net	310,309	307,590	241,528
Other real estate owned	5,142	7,148	7,480
Accrued interest receivable	56,047	63,294	54,408
Deferred tax asset	2,037	—	23,564
Core deposit intangible, net	63,286	65,852	49,242
Goodwill	456,418	456,422	289,586
Non-marketable equity securities	11,623	10,427	27,871
Bank-owned life insurance	109,428	108,814	82,320
Other assets	81,371	82,839	76,651
Total assets	<u>\$ 13,683,999</u>	<u>13,718,792</u>	<u>12,115,484</u>
Liabilities			
Non-interest bearing deposits	\$ 3,696,627	3,772,766	3,001,178
Interest bearing deposits	7,079,830	7,095,859	6,492,589
Securities sold under agreements to repurchase	569,824	558,752	396,151
FHLB advances	38,611	8,707	440,175
Other borrowed funds	28,820	14,808	14,708
Subordinated debentures	139,914	139,913	134,051
Accrued interest payable	4,686	4,435	4,252
Other liabilities	164,954	170,151	116,526
Total liabilities	<u>11,723,266</u>	<u>11,765,391</u>	<u>10,599,630</u>
Stockholders' Equity			
Preferred shares, \$0.01 par value per share, 1,000,000 shares authorized, none issued or outstanding	—	—	—
Common stock, \$0.01 par value per share, 117,187,500 shares authorized	923	922	845
Paid-in capital	1,378,534	1,375,785	1,051,253
Retained earnings - substantially restricted	541,050	528,599	473,183
Accumulated other comprehensive income (loss)	40,226	48,095	(9,427)
Total stockholders' equity	<u>1,960,733</u>	<u>1,953,401</u>	<u>1,515,854</u>
Total liabilities and stockholders' equity	<u>\$ 13,683,999</u>	<u>13,718,792</u>	<u>12,115,484</u>

Consent Agenda (d)

RESOLUTION NO. 2020-775

A RESOLUTION APPROVING BANK OF THE WEST AS A DEPOSITORY FOR CITY OF KEMMERER FUNDS FOR 2020.

WHEREAS, as per Wyoming Statute 9-4-818, applications by banks and savings and loan associations to be approved as a depository shall be submitted to the proper governing board and shall be acted upon by the proper governing board as soon thereafter as practicable; and

WHEREAS, Bank of the West has made application for the deposit of public funds from the City of Kemmerer for the Year 2020; and

WHEREAS, the Governing Body of City of Kemmerer desires to designate Bank of the West as a depository of City of Kemmerer funds in 2020;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming that Bank of the West is approved as a depository for City of Kemmerer funds for the year 2020.

PASSED, APPROVED AND ADOPTED this 9th day or March 2020.

CITY OF KEMMERER, WYOMING

BY: _____
ANTHONY TOMASSI, MAYOR

ATTEST:

GLENDA R. YOUNG, CLERK/TREASURER

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS
FOR THE YEAR 2020

San Francisco, CA
December 18, 2019

To Whom It May Concern:

Pursuant to the requirements of W.S. 9-4-818, formal application is made by Bank of the West, a corporation organized and existing under the laws of the United States and having its office and principal place of business in the City of San Francisco, CA in the County of San Francisco with a Branch Office in the County of LINCOLN in the State of Wyoming, to be designated a Public Depository.

The Bank will offer securities up to an unlimited amount to be assigned to and deposited with the CITY OF KEMMERER, State of Wyoming as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by said Treasurer, and for the faithful performance of its duties under the law as such depository.

By order of the Board of Directors

Jodi Carmichael
Jodi Carmichael,
Vice President, Senior Retail Customer Service Officer

BANK OF THE WEST
SECRETARY'S CERTIFICATE

December 12, 2018

I, Ariela St. Pierre, certify that I am the Deputy Corporate Secretary of Bank of the West, a California State Banking Corporation located in San Francisco, California, and that I have been duly appointed and am presently serving in that capacity.

I further certify that at a meeting of the Executive Committee of the Board of Directors of the Bank duly called and convened on March 21, 2018, at which a quorum was present and acting throughout, the following resolutions were duly adopted and, as of the date of this Certificate, have not been rescinded, superseded or amended:

“WHEREAS, Bank of the West (the “Bank”) has branches in the State of Wyoming;

WHEREAS, Wyoming Statutes Title 9-4-817 requires that to the extent not otherwise invested, the monies collected and held by a treasurer of a political subdivision, municipality or special district within the State of Wyoming (any such entity, a “Wyoming Public Depositor” and the treasurer of the State of Wyoming, the “Treasurer”) shall be deposited in a financial institution;

WHEREAS, it is necessary for the Bank to properly secure the Treasurer for all monies deposited in the Bank by the Treasurer or on behalf of the Treasurer by various State of Wyoming agencies and departments;

WHEREAS, no deposit will be made in the Bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits;

WHEREAS, the Treasurer is willing to receive securities designated by the laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, it is

RESOLVED by the Board of Directors of the Bank (the “Board”) that any two of the following named persons, officers of the Bank, are hereby authorized and empowered to pledge to the Treasurer securities of the Bank as may be legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in such amounts and at such time as the Treasurer and Bank officers may agree upon:

Bank Officer's Name	Title
Ronald Mitchell	Senior Vice President and Capital Market Operations Manager
Arvind Goel	Vice President and Business Systems Administration Manager
Subba Kapuganti	Vice President and Lead Risk Analyst

Robert Kim	Vice President and Operations Manager
Donal Mallonee	Vice President and Funding and Derivatives Senior Manager
Noeline Oh	Vice President and Manager for Treasury Operations

And it is further

RESOLVED, that this authority given to the officers of the Bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the Bank until the authority given to the Bank officers named herein is revoked or superseded by another resolution of this Board, a verified copy of which shall be delivered by a representative of the Bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to pledge additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution; and it is further

RESOLVED, that the Bank officers named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement so executed or any act done by the Bank officers named herein under the authority of this Resolution shall be as binding and effective upon the Bank as though authorized by specific resolution of the Board of Directors of the Bank.”

IN WITNESS WHEREOF, I have hereupon set my signature this 12th day of December, 2018.

BANK OF THE WEST



Ariela St. Pierre
Ariela St. Pierre
Deputy Corporate Secretary

Consent Agenda (e)

AGENDA ITEM # 2 (Consent Agenda)

Department: Administration

Meeting Date: March 9, 2020

SUBJECT: Renew Old Town Hall Lease with Patti Roberts

BRIEF DESCRIPTION/JUSTIFICATION: Patti Roberts would like to renew her lease with the City of Kemmerer at Old Town Hall. Her monthly rent will increase from \$45.82 to \$52.14 plus monthly property taxes and monthly utilities.

RECOMMENDED ACTION: Staff is recommending approval of Patti Roberts lease at Old Town Hall

Attachments Provided: Yes No

Submitted by: Natasia Diers for Glenda Young

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 1st day of April 1, 2020, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Patti Roberts, of 1002 Cedar Avenue, Kemmerer, Wyoming, 83101, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the premises described below having commercial office space therein to let and desires to lease a portion of the premises that is more specifically identified below to a suitable lessee for business purposes.

2. Lessee is in the business of providing drug and alcohol assessments and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as drug and alcohol counselor and matters directly related to that business and desires to lease office space from lessor to conduct that business.

3. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

Description of Premises

Lessor leases to lessee a portion of a commercial office building that is described as a suite on the 2nd floor of the building known as "Old Town Hall," located at 700 Cedar Avenue, City of Kemmerer, County of Lincoln, State of Wyoming hereinafter referred to as the "premises" that are more specifically described as follows:

Suite 203 of said building that encloses or consists of approximately seventy nine (79) square feet of space.

In addition to the premises described above, lessee shall have access to all common space that will include entry ways, elevator, hallways, and rest rooms.

The premises shall be used solely for the purposes of offices to conduct the business described above in paragraph 2 of the recitals. The demised premises are located on commercial property presently zoned to include the purpose of which the lessee desires the premises. Lessee shall have a valid business license for such business at all times relevant to this lease. Any use other than that described above and failure to maintain a proper business license will be deemed a material breach of this lease.

SECTION TWO

Term of Lease

The lease shall be a one (1) year lease to commence on April 1, 2020 and terminating at midnight on the last day of March, 2021. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE

Delivery of Possession

If, for any reason, lessor cannot deliver the possession of the premises at the commencement of the term, this lease shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting therefrom. However, there shall be a proportionate reduction in total rent, covering the period between the commencement of the term and actual delivery of the premises to lessee, in the event of a late delivery by lessor.

SECTION FOUR

Rental

Lessee shall pay a total of six hundred twenty-five dollars and sixty-eight cents (\$625.68) for the term of this lease, payable in advance in 12 equal monthly payments of (fifty-two dollars and fourteen cents (\$52.14)). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made. The monthly remaining payments are due and shall be paid on or before the first day of each month for the succeeding months' rental. Payments shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth of the succeeding month. If a monthly payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly payment. On lessee's failure to pay the rental on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of ninty-one dollars and sixty-four cents (\$91.64) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not

paid, other charges, or toward the payment of damages suffered by lessor by reason of any breach of the terms and conditions of this lease by lessee. In no event is the security deposit to be returned until lessee has vacated the premises and delivered possession to lessor. Lessor shall have forty-five (45) days to examine the premises and give an accounting of any damages to the premises before returning the balance of any security deposit that is not retained for repairs or otherwise.

The security deposit will draw no interest.

In the event that lessor repossesses the premises because of a default of lessee or because of a failure by lessee to carry out the terms and conditions of this lease, lessor may apply the security deposit on all damages suffered to the date of repossession and may retain the balance of the security deposit to apply on damages that may accrue or be suffered thereafter by reason of the default or breach of lessee. Lessor shall not be obligated to hold the security deposit in a separate fund, but may mix the security deposit with other funds of lessor.

SECTION SIX

Restrictions on Use

Lessee shall not use or permit the premises, or any part thereof to be used for any purposes other than those set forth herein. No use shall be made or permitted to be made that shall result in (1) waste on the premises, (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building, (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, or materials generating an odor on the premises, or (4) noises or vibrations that may disturb other tenants. Lessee is given notice and accepts that other tenants in the building include or are expected to include a hair salon and a sandwich shop or tenant that provides food and beverage service to the public.

SECTION SEVEN

Taxes

Lessor shall pay all real property taxes on the office building. Lessee shall be billed monthly to reimburse the Lessor for their share per square footage of the yearly property tax bill on the building. Lessee shall be responsible for any and all taxes on their personal property placed or used in the premises.

SECTION EIGHT

Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting seventy-nine (79) square feet of space as described above in Section One. The total building square footage is five thousand seven hundred thirty-five (5,735). There are approximately three thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay one percent (1%) of the monthly utilities and property taxes

on the building for their share of common space building plus their proportionate share of their space for a total of (two percent (2%)) of the total square footage. Lessee will be billed by lessor on or about the twenty fifth (25th) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

Lessee shall be responsible for collecting all trash or garbage from its leased premises and properly disposing it in the building's garbage bin.

Lessee shall be responsible for all connections specifically for their office space and paying for their own telephone, internet and any other services desired not included in the Utilities description above.

SECTION NINE

Liens

Lessee shall not at any time suffer or permit any lien, attachment or encumbrance of any nature to be put upon, attached to or remain for any reason against the premises.

SECTION TEN

Business Licenses and Other Business Charges

Lessee shall apply for, receive, and pay all business license fees and all other fees and charges required to do business on the premises.

SECTION ELEVEN

Insurance

Lessor, at its cost and expense, shall keep the building on the premises insured against loss by fire or other casualty. Lessee shall be responsible for insuring its personal property and equipment located upon the premises and lessor shall not in any manner be liable for any damage to or loss of such personal property and equipment. Lessee shall indemnify lessor against and hold lessor harmless from any and all claims for loss or damage to property or for injury or death to any person for any cause whatsoever while upon the premises or related to the premises. Lessee shall obtain public liability insurance against property damage or personal injury arising from the use of or occurring on or about the premises, with liability limits of \$50,000 for property damage and \$500,000 for personal injury. Lessee shall furnish lessor a certificate of insurance within fifteen (15) days of occupying the premises.

SECTION TWELVE

Alterations and Modifications; Repair

Lessee has inspected the premises and the premises are tenable and in good condition. Lessee shall take possession of the premises "as is" without warranty, express or implied. Lessee shall take good care of the premises and shall not alter or change the premises, including but not limited to paint walls, without the written consent of the lessor. All damage or injury done to the premises by lessee or any person who may be in or on the premises with the consent of the lessee shall be paid for or repaired by lessee. Lessee shall, at the termination of this lease, surrender the premises to lessor in as good condition and repair as reasonable and proper use thereof will permit.

Lessor shall be responsible for making all routine repairs and for performing routine maintenance. Lessee shall permit lessor and his agents to enter the premises (the suite being rented) at all reasonable times to inspect the premises, maintain the building and premises, make repairs, alterations or additions to the premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices. Lessor may at any time prior to the expiration of this lease, place on the windows and doors of the premises any usual or ordinary "to let" or "to lease" signs. Lessor and its agents may, during the last mentioned period, enter on the premises at reasonable hours, and exhibit the same to prospective tenants.

SECTION THIRTEEN

Destruction of Premises

In the event of a partial destruction of the premises during the term from any cause, lessor shall forthwith repair the same, provided the repairs can be made within forty-five (45) days. Any partial destruction shall neither annul nor void this lease, except that lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by lessee and the premises. If the repairs cannot be made in a specified time, lessor may, at his option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this paragraph. In the event that lessor does not elect to make repairs that cannot be made in the specified time, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, lessor may elect to terminate this lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this lease. Any dispute between lessor and lessee relative to the provisions of this paragraph shall be subject to binding arbitration. Each party shall select an arbitrator, and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both lessor and lessee, who shall bear the cost of such arbitration equally between them.

SECTION FOURTEEN

Condemnation

A condemnation of the entire building or a condemnation of the portion of the premises occupied by lessee shall result in a termination of this lease agreement. Lessor shall receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by lessee under this lease shall be terminated.

SECTION FIFTEEN

Assignment and Sublease

Lessee shall not assign any rights or duties under this lease or sublet the premises or any part thereof, nor allow any other person to occupy or use the premises without the prior written consent of lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void.

SECTION SIXTEEN

Breach or Default

In addition to the other provisions concerning breach or default as set forth elsewhere in this lease, lessee shall have breached this lease and shall be considered in default hereunder if (1) lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against lessee under any bankruptcy act, (3) lessee fails to pay any rent or utilities when due and does not make the delinquent payment within five (5) days after receipt of notice thereof from lessor, or (4) lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days after receipt of notice thereof from lessor.

SECTION SEVENTEEN

Effect of Breach

In the event of a breach of this lease as set forth in Section Sixteen, the rights of lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of lessee hereunder, by giving to lessee not less than three (3) days of notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and right, title, and interest of lessee hereunder shall terminate in the same manner and with the same force and effect, except as to lessee's liability as if the date fixed in the notice of cancellation and termination or the end of the term here and originally determined.

2. Lessor may seek a cease and desist order from the court in compliance with Wyoming law. Upon doing so, this lease shall terminate and the lessor may seek relevant damages as may be mitigated by any reletting to another party.

3. Lessor may utilize any right and remedy including but not limited to that concerning the security deposit as set forth in Section Five. This Section shall in no way compromise or limit such remedy or any other remedies and shall be in addition thereto.

SECTION EIGHTEEN

Waiver

The waiver by lessor of any one or more defaults by lessee hereunder shall not constitute a waiver of any one or more subsequent defaults of lessee, whether of a like or different nature.

SECTION NINETEEN

Business Signs

Lessor will install lessee's business name and the names of individuals in a business directory at the Cedar Avenue entrance of the building. Lessee shall provide the necessary information to lessor and work with lessor on the listing. Lessor will also erect a general sign outside the building. Lessor will order a business sign to be affixed to the outside sign. It will be the sole responsibility of the lessee to reimburse the lessor for the cost of the sign within thirty (30) days of the sign being installed. Lessor will also affix Suite numbers on the doors and walls by each Suite. A business sign that measures up to two (2) feet by two (2) feet may be affixed flat against the wall by lessee on the wall outside of the door of their leased space. No other signs or notices shall be taped or attached to the walls in the common areas or outside doors in the building. Upon the termination of this lease, lessor will remove all signs.

SECTION TWENTY

Services Provided by Lessor

In addition to general building maintenance which includes maintenance of the elevator, and maintenance of the common areas, lessor will plow or have plowed one time per day, when snow has accumulated before 8 a.m. in a quantity warranting such action, the off street parking lot and shovel the sidewalks and stairs on weekdays that are not Holidays. Lessor will clean or have cleaned the common areas of Old Town Hall two (2) times per week. Such twice weekly cleaning will include bathrooms which will be supplied with paper and soap products at that time.

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

In case suit shall be brought for an unlawful detainer of the premises, for the recovery of any rent or utilities due under the provisions of this lease, or for lessee's breach of any other condition contained herein, lessee shall pay to lessor a reasonable attorney's fee that shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of the action and

shall be paid on the successful completion of this action by lessor.

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

Lessor is a governmental entity and does not waive sovereign immunity by entering into this Lease and specifically retains immunity and all defenses available to it as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this lease agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this lease agreement shall operate only between the parties to this lease, and shall inure solely to the benefit of the parties to this lease agreement. The provisions of this agreement are intended only to assist the parties in determining and performing their obligations hereunder. The parties to this agreement intend and expressly agree that only parties signatory to this agreement shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this lease agreement, or to bring an action for the breach of this lease agreement.

SECTION TWENTY THREE
Remedies of Lessor Cumulative

The remedies herein given to lessor shall be cumulative, and the exercise of any one remedy by lessor shall not be to the exclusion of any other remedy.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first herein written.

LESSOR - CITY OF KEMMERER

By: _____
ANTHONY TOMASSI, Mayor
220 Wyoming Highway 233
Kemmerer, WY 83101

Attested: _____
Glenda Young,
Administrative Services Director

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Consent Item (f)



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

February 20, 2020

The Honorable Anthony Tomassi
Mayor, City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

Dear Mayor Tomassi:

Enclosed are three copies of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements." This agreement will transfer \$150,000 of fiscal year 2020 AIP funds from Kemmerer Municipal Airport to Converse County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please return two copies to this office. The other copy is for your records.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures:

FAA Form 5100-110 Request for FAA Approval of Agreement for Transfer of Entitlements



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Kemmerer, Wyoming

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Kemmerer Municipal Airport (EMM)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NP	2020	\$150,000
		\$
		\$
		\$
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

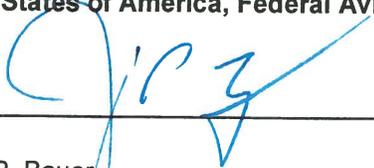
Name of Airport (and LOCID) Receiving Transferred Entitlements: Converse County Airport (DGW)

Name of Receiving Airport's Sponsor: County of Converse, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2020 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: 

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: FEB 20 2020

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Kemmerer, Wyoming

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

Tabled Item

(a)

a-tabled item

AGENDA ITEM # 6 NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~February 24, 2020,~~

March 9, 2020

SUBJECT: Cheyenne Housing Authority (CHA) Loan Opportunities

BRIEF DESCRIPTION/JUSTIFICATION:

The Cheyenne Housing Authority would like the City of Kemmerer to pass a resolution allowing them to facilitate and provide second loan opportunities for the purchase of affordable housing by low- and moderate-income households. Here are some highlights for the program:

“Since 2014, Welcome Home Wyoming has offered first mortgages and down payment assistance to borrowers throughout the State. We now have moved to provide the down payment assistance via a no interest 2nd loan that is forgivable after 36 months. This is expected to lower the interest rate to the borrowers. Assistance is offered at levels up to 5% of the first mortgage amount. The Cheyenne Housing Authority does not use any bond capacity to fund the assistance for the program. The down payment assistance is provided by the value generated by the loans in the secondary mortgage market.

“In exchange for obtaining the down payment assistance, the borrowers accept a slightly higher interest rate than they would in absence of the assistance. There is no cost to your city for participation in the program. CHA pays the startup costs and the ongoing operational costs for the program. Here is the link from the program administrator, it contains a number of program specifics: <https://www.ehousingplus.com/wyoming/welcomehomewyoming>.”

The City Administrator reached out to both banks in town regarding this proposed resolution and may be making comments on this resolution.

RECOMMENDED ACTION: Study the resolution, hear any comments from our banking community, and decide if the resolution is what it best for our community.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

RESOLUTION NO. 2020-773

A RESOLUTION OF THE GOVERNING BODY FOR THE CITY OF KEMMERER, WYOMING, PROVIDING CONSENT FOR THE HOUSING AUTHORITY OF THE CITY OF CHEYENNE, A/K/A THE CHEYENNE HOUSING AUTHORITY TO PROVIDE SECOND LOAN OPPORTUNITIES FOR THE PURCHASE OF AFFORDABLE HOUSING WITHIN THE CITY OF KEMMERER, WYOMING BY QUALIFYING LOW TO MODERATE INCOME HOUSEHOLDS.

WHEREAS, available affordable housing in a community satisfies a basic human need for shelter, contributes the overall health and safety of a community and can attract and retain employees to your community, thus helping to stabilize populations within a community; and

WHEREAS, available affordable housing is essential to the economic vitality of all communities and the construction of affordable homes can help stimulate economic growth to that community; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority was created by the City of Cheyenne, Laramie County, Wyoming in 1971 pursuant to the authority conferred in Wyoming State Statute §15-10-101; and

WHEREAS, Wyoming Statute §15-10-103(a)(vi) provides the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority to make loans for the provision of housing for occupancy by persons of low income; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority has created and developed the “Welcome Home Wyoming Program” to assist qualified households purchase affordable housing through a partnership with lenders and loan servicers since 2015; and

WHEREAS, the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority desires to enhance and expand the “Welcome Home Wyoming Program” by providing a second loan option opportunity for qualified households in the City of Kemmerer, Wyoming; and

WHEREAS, the City of Kemmerer, as well as many other municipalities across the state of Wyoming are facing economic downturns, reductions in direct and indirect funding streams, and subject to a declining availability of affordable housing inventory units in our community; and

WHEREAS, there are no additional municipal costs or associated municipal undertakings required in extending the availability of the “Welcome Home Wyoming Program” to our great city; and

WHEREAS, municipalities are created statutorily and all rights are enabled through legislation; and

WHEREAS, Wyoming State Statute §15-1-105 provides that any powers capable of exercise by a municipality or county under this chapter may be exercised jointly and the area of operation of any municipalities, county or housing authority or any combination of these bodies operating jointly may be increased to include additional contiguous areas upon the request or consent, by resolution of the governing body of the municipality within which the additional area lies; and

WHEREAS, facilitating the ability and opportunities for low and moderate income households to purchase affordable housing within the City of Kemmerer, Wyoming, provides enumerable benefits to the City of Kemmerer, including but not limited to economic development, economic vitality, helps stabilize its' population, provide stability for vulnerable families, helps reduce homelessness in addition to a plethora of other health and safety benefits to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF KEMMERER, WYOMING that the exercise within the corporal limits of the City of Kemmerer, Wyoming, by the Housing Authority of the City of Cheyenne, a/k/a the Cheyenne Housing Authority, to facilitate and provide second loan opportunities for the purchase of affordable housing by low and moderate income households is hereby consented to and the consent to the exercise of powers conferred herein shall remain in full force and effect until it has been withdrawn pursuant to formal action approved by a majority of the governing body hereto.

PASSED, APPROVED, AND ADOPTED this 9th day of March 2020.

The City of Kemmerer, a Wyoming
Municipal Corporation

Anthony Tomassi, Mayor

ATTEST:

Glenda Young
Administrative Services Director

New
Business
Item
(a)

AGENDA ITEM # A (NB) (OB)

Department: Administration

Meeting Date: March 9, 2020

SUBJECT: Tim & Melissa Cassidy Application to Vacate Common Lot Line

BRIEF DESCRIPTION/JUSTIFICATION: Tim and Melissa . Cassidy have requested to have the common lot line between lots 1 and 2 of Block 4 of the Antelope Ridge Subdivision – Phase 1 to the City of Kemmerer vacated. The Cassidy’s have put in an offer to purchase lot 1 contingent on the lot line vacation being approved.

The lot line vacation plat prepared by Crank Engineering conforms the standards of Chapter 20 Subdivision Regulations and Chapter 23 Zoning Regulations for the preparation of Lot Line Vacation plat.

The Zoning Aboard approved the lot line vacation at a special meeting on March 2, 2020

RECOMMENDED ACTION: Staff is recommending approval of vacating the lot line between lots 1 and 2 of Block 4 of the Antelope Ridge Subdivision-Phase 1.

Attachments Provided: Yes No

Submitted by: Natasia Diers for Glenda Young

SUBDIVISION PERMIT APPLICATION CITY OF KEMMERER, WYOMING

OWNERS(S)

NAME: Tim & Melissa Cassidy

MAILING

ADDRESS: P.O. Box 173

Kemmerer, WY 83101

Phone: 307-679-6596, 307-679-6679

REPRESENTATIVE/SURVEYOR/ENGINEER

NAME: CRANK COMPANIES, Incorporated

MAILING

ADDRESS: P.O. Box 365

Dimondville, WY 83114

PHONE: 307-877-9093

\$10.00 per lot (\$100 minimum/\$1000.00 maximum) fee
\$50.00 filing fee payable separately to
Lincoln County Clerk

FOR OFFICE USE ONLY	
Date Rec'd:	<u>2/18/20</u>
Date Accepted:	<u>2-18-20</u>
Zone:	<u>Ra</u>
Permit #:	<u>n/a</u>
PIN #:	<u>n/a</u>
Preliminary Approval:	<u>n/a</u>
Final Approval:	

PROJECT LOCATION: LEGAL DESCRIPTION Lots 1+2, Block 4, Antelope Ridge Subdivision
202 + 206 HANS FALK DRIVE

NAME OF PROPOSED SUBDIVISION: n/a

LOT INFORMATION: NUMBER OF LOTS 2 AVERAGE SIZE OF LOTS: Lot 1: 14,857 sq

SMALLEST LOT 14,857 sq LARGEST LOT 15,438 sq TOTAL ACREAGE OF SUBDIVISION n/a

Applicants shall refer to Chapter 20 of the Kemmerer City Code before preparing an application for a subdivision.

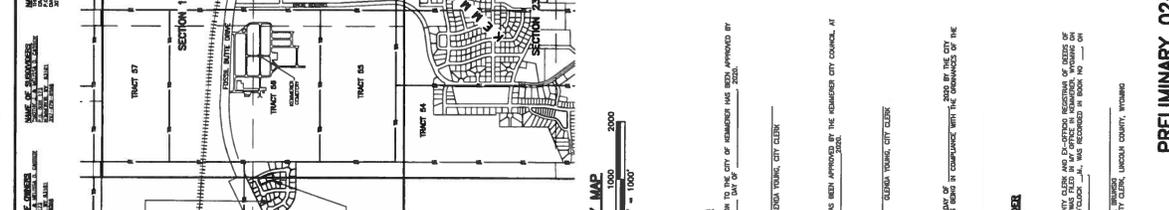
Signing this permit application authorizes City personnel the right of ingress and egress from said lands for any and all inspection purposes necessary to the exercise of this permit.

I certify to the best of my knowledge, that the information and materials submitted with this application are true and correct.

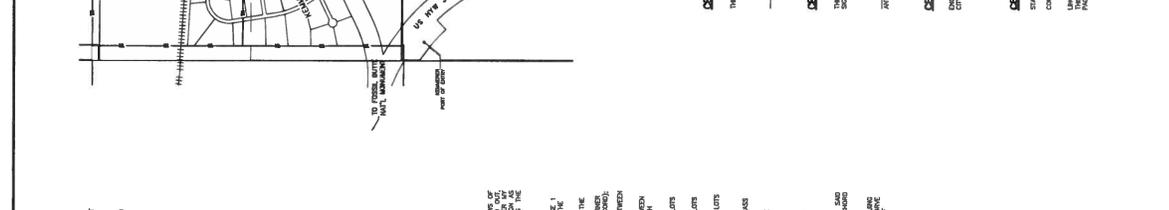
Tim Cassidy
Melissa D Cassidy
OWNER(S)

2/18/2020
DATE

CERTIFICATE OF OWNERS
 I, the undersigned, being the owner of the above described land, do hereby certify that the above described land is the same as that shown on the plat of the subdivision of the above described land, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming.



CERTIFICATE OF SURVEY
 I, the undersigned, being a duly licensed and qualified surveyor, do hereby certify that the above described land is the same as that shown on the plat of the subdivision of the above described land, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming, and that the same is being offered for sale to the public in accordance with the provisions of the laws of the State of Wyoming.



CERTIFICATE OF PLANNING & ZONING BOARD
 This is to certify that the plat of the Cassidy Addition has been approved by the Planning & Zoning Board of the City of Kemmerer, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF AMENDMENT
 This is to certify that the plat of the Cassidy Addition has been approved by the Planning & Zoning Board of the City of Kemmerer, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF CITY ENGINEER
 This is to certify that the plat of the Cassidy Addition has been approved by the City Engineer of the City of Kemmerer, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF COUNTY CLERK AND RECORDER
 This is to certify that the plat of the Cassidy Addition has been approved by the County Clerk and Recorder of Lincoln County, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF COUNTY CLERK AND RECORDER
 This is to certify that the plat of the Cassidy Addition has been approved by the County Clerk and Recorder of Lincoln County, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF COUNTY CLERK AND RECORDER
 This is to certify that the plat of the Cassidy Addition has been approved by the County Clerk and Recorder of Lincoln County, Wyoming, on this _____ day of _____, 2020.

CERTIFICATE OF COUNTY CLERK AND RECORDER
 This is to certify that the plat of the Cassidy Addition has been approved by the County Clerk and Recorder of Lincoln County, Wyoming, on this _____ day of _____, 2020.

DESIGNED BY: TC JOB NO.: 5005-20
 DRAWN BY: RK DATE: 2-12-2020
 CHECKED BY: RK BK & PG: 389-71
 APPROVED BY: TC FILE NAME: 5005bpf

PRELIMINARY PLAT OF
CASSIDY ADDITION
 TO THE CITY OF KEMMERER
 BEING THE VACATION & REPLAT OF LOTS 1 & 2 OF BLOCK 4 OF THE
 ANTELOPE RIDGE SUBDIVISION - PHASE 1 TO THE CITY OF KEMMERER

7 7229'48" W 118.00'
 (S 7229'48" W 118.00')

1" CH PLS 6450 (FOUND)
 REMAIN WITH NO CAP (FOUND)
 CALCULATED CORNER POSITION
 NO INSTRUMENT FOUND OR SET
 2" CH PLS 6445 (SET)
 CASSIDY ADDITION BOUNDARY
 LOT NUMBER
 WANTED LOT LINE
 WANTED SECTION LINE
 MEASURED BEARING AND DISTANCE
 (S 7229'48" W 118.00')

SEE DETAIL
 BLUE GRASS LANE
 HAMS FORK DRIVE
 BLOCK 1
 BLOCK 2
 BLOCK 3
 BLOCK 4
 SECTION 15
 SECTION 16
 SECTION 17
 SECTION 18
 SECTION 19
 SECTION 20
 SECTION 21
 SECTION 22
 SECTION 23
 SECTION 24
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 SECTION 96
 SECTION 97
 SECTION 98
 SECTION 99
 SECTION 100

SCALE: 1" = 50'

New
Business
Item
(b)

AGENDA ITEM # b NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: March 9, 2020

SUBJECT: Change elections from Wards to At-Large

BRIEF DESCRIPTION/JUSTIFICATION:

Because it is increasingly difficult to fill open seats on the City Council using the Ward system, which makes it difficult to conduct the business of the city in an effective and efficient manner, the City Council would like to discuss the merits of going to a City Council elected on an at large basis, as allowed by state statute.

RECOMMENDED ACTION:

Review the language from the election rules Chapter 8 that will be repealed (as well as the proposed change in Section 2, hear any comments from the public, discuss the pros and cons of Wards vs At Large and decide what is best.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORDINANCE NO. 2020-863

AN ORDINANCE AMENDING SECTION 2 AND SECTION 8 OF THE KEMMERER CITY CODE REGARDING ELECTIVE OFFICERS AND ELECTION WARD BOUNDARIES.

BE IT ORDAINED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming, that the following sections 2 and 8 of the Kemmerer City Codes are hereby amended as follows:

ARTICLE V. OFFICERS AND DUTIES

DIVISION 1. ELECTIVE OFFICERS

SECTION 2-47. OFFICES, TERMS AND SALARIES.

- (a) The elective officers of the city are one (1) mayor and six (6) **at-large** councilmen. The term of office of mayor is four (4) years and the term of office of councilman is four (4) years, and until his successor is qualified.
- (b) The city council, consistent with the city's ability to pay, shall fix the salaries for mayor and councilmen. The salary for mayor shall be paid in twelve (12) or more installments and may not be less than Six Hundred Dollars (\$600.00) nor more than Four Thousand Eight Hundred Dollars (\$4,800.00) per year. The salary for councilman shall not exceed the maximum of Ten Dollars (\$10.00) for actual attendance at each regular or special meeting.

~~SECTION 8-3. WARDS. (REPEALED DATE)~~

~~There are hereby created and established within the corporate limits three (3) wards, numbered, bounded and described as follows:~~

~~(a) — WARD I~~

~~There is hereby created and established within the corporate limits, Ward I, bounded and described as all corporate territory north of and included within the following lines:~~

- ~~(1) — Commencing at a point of intersection of the east corporate limit boundary line and the easterly extension of the north line of Moose Street;~~
- ~~(2) — Thence westerly along the southerly corporate limit boundary line to the intersection of the north line of Moose Street and the centerline of Sage Avenue;~~
- ~~(3) — Thence northwesterly along the centerline of Sage Avenue to the intersection of the centerline of Sage Avenue and Emerald Street;~~

- (4) — Thence southwesterly along the centerline of Emerald Street to the intersection of the centerlines of Emerald Street and Beech Avenue;
- (5) — Thence northwesterly along the centerline of Beech Avenue to a point of intersection of the centerline of Beech Avenue and the easterly extension of the north line of Block 35 of the first addition;
- (6) — Thence southwesterly along the north property line of Block 35 of the first addition and Block 1 of the Lincoln Heights Subdivision to the northwest corner of Block 1 of the Lincoln Heights Subdivision;
- (7) — Thence southwesterly to corner #1 of Tract 53 of T21N, R116W of the 6th P.M.;
- (8) — Thence N89°39'46"W to a point on the western corporation limit boundary line of the City of Kemmerer.

(b) — WARD II.

There is hereby created and established within the corporate limits, Ward II, bounded and described as all corporate territory contained within the following lines:

(1) — Commencing at the point of intersection of the north line of Moose Street and the centerline of Sage Avenue, said point being on the corporate limit boundary line;

(2) — Thence northwesterly along the centerline of Sage Avenue to the intersection of the centerlines of Sage Avenue and Emerald Street;

(3) — Thence southwesterly along the centerline of Emerald Street to the intersection of the centerlines of Emerald Street and Beech Avenue; (4) Thence northwesterly along the centerline of Beech Avenue to the point of intersection of the centerline of Beech Avenue and the easterly extension of the north line of Block 35 of the first addition;

(5) — Thence southwesterly along the north property line of Block 35 of the first addition and Block 1 of the Lincoln Heights Subdivision to the northwest corner of Block 1 of the Lincoln Heights Subdivision;

(6) — Thence southwesterly to corner #1 of Tract 53 of T21N, R116W, of the 6th P.M.;

(7) — Thence southerly along the tract line between Tract 52 and Tract 53 to the point of intersection of the tract line and the centerline of Garnet Street;

(8) — Thence easterly along the centerline of Garnet Street to the intersection of the centerlines of Garnet and Sorensen Drive;

(9) — Thence in a southerly direction along the centerline of Sorensen Drive to the intersection of the southerly extension of the centerline of Sorensen Drive and the westerly extension of the south line of Antelope Street from the Fairview Addition;

~~(10) — Thence easterly along the westerly extension of the south line of Antelope Street from the Fairview Addition to the southwest corner of the Fairview Addition, said point also being on the corporate limit boundary line;~~

~~(11) — Thence easterly along the south line of Antelope Street and the corporate limit boundary line to the southeast corner of the Fairview Addition;~~

~~(12) — Thence northerly along the east line of the alley running north-south in Block 8 of the Fairview Addition, said line being the corporate limit boundary line, to a point on the south line of an alley running east-west in Block 8 of the Fairview Addition;~~

~~(13) — Thence easterly along the south line of the alley running east-west in Block 8 of the Fairview Addition, said line being the corporate limit boundary line, to the southeast corner of lot 1 of Block 1 of the Fairview Addition, said point being on the east line of the Fairview Addition;~~

~~(14) — Thence northerly along the east line of the Fairview Addition, said line being the corporate limit boundary line, to the northeast corner of the Fairview Addition, said point being located on the north line of Moose Street;~~

~~(15) — Thence easterly along the easterly extension of the north line of Moose Street, said extension being the corporate limit boundary line to the point of intersection of the corporate limit boundary line and the centerline of Sage Avenue, the point of beginning of this description.~~

~~(e) — WARD III.~~

~~There is hereby created and established within the corporate limits, Ward III, bounded and described as all corporate territory south and east of and included within the following lines:~~

~~(1) — Commencing at a point on the westerly corporate boundary limit line, said point being the intersection of the westerly extension of the south boundary line of Tract 55, T21N, R116W, 6th P.M. and the west corporate boundary limit line;~~

~~(2) — Thence S89°39'46"E to corner #1 of Tract 53, T21N, R116W, 6th P.M.;~~

~~(3) — Thence southerly along the tract line between Tract 52 and Tract 53 to the point of intersection of the tract line of the centerline of Garnet Street;~~

~~(4) — Thence easterly along the centerline of Garnet Street to the point of intersection of the centerlines of Garnet Street and Sorensen Drive.~~

~~(5) — Thence southerly along the centerline of Sorensen Drive to the point of intersection of the southerly extension of the centerline of Sorensen Drive and the westerly extension of the south line of Antelope Street from the Fairview Addition;~~

~~(6) Thence easterly along the extension of the south line of Antelope Street from the Fairview Addition to the Southwest corner of the Fairview Addition, said point being on the corporate limit boundary line;~~

~~(7) Thence southerly along the corporate limit boundary line to the south corporate limit boundary line of the City of Kemmerer.~~

SECTION 8-4. ELECTION CYCLE AND PROCESS

- (a) In presidential election years the Mayor and three council members shall be elected. In off year election three council members shall be elected.**
- (b) During the primary phase of the election cycle the number of candidates shall be narrowed to the two (2) candidates for Mayor receiving the most votes, and the six (6) candidates for council member receiving the most votes.**
- (c) During the general election qualified voters of the City of Kemmerer may cast one vote for Mayor and may cast up to three (3) votes for City Council Members.**

PASSED on First Reading this

PASSED on Second Reading this

PASSED., APPROVED AND ADOPTED on Third Reading this

CITY OF KEMMERER, WYOMING

BY:

ANTHONY TOMASSI, MAYOR

ATTEST:

GLENDA R. YOUNG
ADMINISTRATIVE SERVICES DIRECTOR

New
Business
Item
(c)

AGENDA ITEM # c NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: March 9, 2020

SUBJECT: Exxon/Mobil Impact Funding Request Pre-Hearing Statement

BRIEF DESCRIPTION/JUSTIFICATION:

Even though the City Council has already given direction to us to request \$350,000 in mitigation impact funding for the Exxon/Mobil Carbon Capture Project near Shute Creek, the City Council should have more detail regarding how this funding will be budgeted, should it be approved by the Industrial Siting Division of the Wyoming Department of Environmental Quality. Mayor Tomassi will also need your approval to sign the document.

This signed packet will need to be sent out no later than Tuesday to arrive at the destinations of the parties involved by March 20, 2020. All parties listed will also be attending a pre-hearing conference on March 27 2020 at the Best Western in Kemmerer where we will be given the opportunity to demonstrate why we think we will be impacted and why we will need these funds.

RECOMMENDED ACTION:

Review the pre-hearing statement and accompanying exhibit, suggest any changes, and grant approval for the Mayor to sign.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

**IN THE OFFICE OF ADMINISTRATIVE HEARINGS
UPON REFERRAL FROM THE
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
INDUSTRIAL SITING DIVISION**

STATE OF WYOMING

IN THE MATTER OF THE INDUSTRIAL)	OAH Docket No. 20-005-020
SITING PERMIT APPLICATION OF)	DOCKET NO. DEQ/ISC 19-06
EXXON MOBIL CORPORATION, WYOMING)	
OPERATIONS; LABARGE CARBON)	
CAPTURE PROJECT)	

CITY OF KEMMERER PRE-HEARING CONFERENCE STATEMENT

COMES NOW **City of Kemmerer**, a party to the above entitled matter and responds to the State of Wyoming, Office of Administrative Hearings ordered statement as follows:

1. Statement of Party Positions:

- a. Whether the application is complete?**
 - i.

- b. Whether the proposed facilities complies with all applicable law?**
 - i.

- c. Whether the facility will pose a threat of serious injury to the environment or to the social and economic condition or inhabitants or expected inhabitants in the affected area?**
 - i.

- d. Whether the facility will substantially impair the health, safety or welfare of the inhabitants?**
 - i.

- e. **Whether the applicant has financial resources to decommission and reclaim the facility, and for applicable wind energy projects, whether the applicant has financial resources to construct, maintain and operate the facility?**
 - i.

- 2. **Any proposed terms, conditions or modifications of the construction, operation or maintenance of the facility?**
 - a. **None requested from the City of Kemmerer.**

- 3. **Witnesses who may be called during City of Kemmerer's testimony:**
 - a. **Brian Muir, City Administrator – Will Testify**
City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-466-3128

Expected Testimony:
Testimony regarding City of Kemmerer's anticipated funding needs for expected impact due to increased needs in law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public works assets (public safety) and increased clerical costs affecting taxpayer funding for services (public wellbeing).

 - b. **Tony Tomassi, Mayor – May Testify**
City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-723-7226

Testimony regarding City of Kemmerer's anticipated funding needs for expected impact due to increased needs in law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public works assets (public safety) and increased clerical costs affecting taxpayer funding for services (public wellbeing).

 - c. **Glenda Young, Administrative Services Director – May Testify**
City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-828-2350 ext. 103

Testimony regarding City of Kemmerer's anticipated funding needs for expected impact due to increased needs in law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public

works assets (public safety) and increased clerical costs affecting taxpayer funding for services (public wellbeing).

d. Mike Kahre, Police Chief – May Testify

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-677-3792

Expected Testimony:

Testimony regarding City of Kemmerer’s anticipated need for expected impact due to increased needs in law enforcement (public safety).

e. Robert Bowen, Council President– May Testify

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
254-223-3204

Expected Testimony:

Testimony regarding City of Kemmerer’s anticipated funding needs for expected impact due to increased needs in law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public works assets (public safety) and increased clerical costs affecting taxpayer funding for services (public wellbeing).

f. Chad Nielson, Public Works Director – May Testify

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-727-7865

Expected Testimony:

Testimony regarding City of Kemmerer’s anticipated funding needs for expected impact due to increased needs in wear and tear and maintenance of public works assets (public safety and well-being).

g. Natasia Diers, Deputy Clerk/Treasurer – May Testify

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-828-2350 ext. 122

Testimony regarding City of Kemmerer’s anticipated funding needs for expected impact due to increased needs in law enforcement (public safety), usage of recreation

and events centers (public health and safety), wear and tear and maintenance of public works assets (public safety and wellbeing) and increased clerical costs affecting taxpayer funding for services (public wellbeing).

h. Dave McConkie, Public Works – May Testify

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
307-220-8963

Expected Testimony:

Testimony regarding City of Kemmerer’s anticipated funding needs for expected impact due to increased needs in wear and tear and maintenance of public works assets (public safety and well-being).

4. **Exhibits** which may be introduced at trial include the following:
 - a. Memorandum of Understanding and Exhibit A between parties (Exhibits KCC1-KCC16)
 - b. City of Kemmerer Exxon Mobil LaBarge Carbon Capture Anticipated Impacts for law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public work assets (public safety and wellbeing) and increased clerical costs affecting taxpayers funding for services (public wellbeing) (Exhibit KCC17)
5. City of Kemmerer reserves the right to supplement the Pre-Hearing Conference Statement, with notice to the parties.

DATED this _____ day of March, 2020.

Mayor Tony Tomassi
City of Kemmerer
Kemmerer, WY 83101

**IN THE OFFICE OF ADMINISTRATIVE HEARINGS
UPON REFERRAL FROM THE
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
INDUSTRIAL SITING DIVISION**

STATE OF WYOMING

IN THE MATTER OF THE INDUSTRIAL)	OAH Docket No. 20-005-020
SITING PERMIT APPLICATION OF)	DOCKET NO. DEQ/ISC 19-06
EXXON MOBIL CORPORATION, WYOMING)	
OPERATIONS; LABARGE CARBON)	
CAPTURE PROJECT)	

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Pre-Hearing Conference Statement was served upon the following parties by placing such in the United States Postal Service, postpaid, on the _____ day of March, 2020, to the following on the aforementioned date:

Wyoming Department of Environmental Quality – (ORIGINAL)
Industrial Siting Division
Attn: Kimber Wichmann, Chief Economist
200 West 17th Street, 4th Floor
Cheyenne, WY 82002

Brian Lovett, Administrator
Wyoming Department of Environmental Quality
Industrial Siting Division
200 West 17th Street, 4th Floor
Cheyenne, WY 82002

Office of Administrative Hearings
Hearing Examiner Sean Chambers
1800 Carey Avenue, Fifth Floor
Cheyenne, WY 82002-0270

Jeff Pope – Attorney for Applicant
2515 Warren Avenue, Suite 4th Floor
Cheyenne, WY 82001

Matt VanWormer – Agency Attorney for Industrial Siting Division
Assistant Attorney General

2320 Capitol Avenue
Cheyenne, WY 82002

Andrew Kuhlmann – Board Attorney for Industrial Siting Division
Assistant Attorney General
2320 Capitol Avenue
Cheyenne, WY 82002

Board of Lincoln County Commissioners
Chairman Kent Connelly
925 Sage Avenue, Suite 302
Kemmerer, WY 83101

Town of LaBarge
Attn: Larry Stepp, Mayor
PO Box 327, 228 S. LaBarge St.
LaBarge, WY 83123

City of Kemmerer
Attn: Anthony Tomassi, Mayor
220 State Highway 233
Kemmerer, WY 83101

Town of Diamondville
Attn: Charles Mark Langley, Mayor
20 US 30 189
Diamondville, WY 83116

Town of Opal
Attn: Anthony J. Ritzdorf
PO Box 130, 651 N Front Street
Opal, WY 83124

Town of Cokeville
Attn: Rose Arndt, Mayor
PO Box 99, 110 Pine Street
Cokeville, WY 83114

Board of Sweetwater County Commissioners
Chairman Randy “Doc” Wendling
80 West Flaming Gorge Way, Suite 150
Green River, WY 82935

City of Rock Springs
Attn: Timothy A. Kaumo, Mayor
212 D. Street

Rock Springs, WY 82901

City of Green River
Attn: Pete Rust, Mayor
50 E 2nd N
Green River, WY 82935

Town of Granger
Attn: Bradley S. McCollum, Mayor
PO Box 42
Granger, WY 82934

Mayor Tony Tomassi, City of Kemmerer

Kemmerer City Hall
220 State Highway 233
www.kemmerer.org
Kemmerer, WY 83101



(307) 828-2350

Make it Matter – Make it Better – Make it Happen

March 10th, 2020

Kimber Wichmann
Chief Economist,
Department of Environmental Quality
Industrial Siting Division
200 West 17th Street, 4th Floor
Cheyenne, WY 82002

Re: *In the matter of the Industrial Siting Permit Application of Exxon Mobil Corporation, Wyoming Operations; LaBarge Carbon Capture Project; OAH Docket Number: 20-005-020; DEQ/ISC 19-06*

Dear Kimber Wichmann

I received a letter dated February 6 2020 from Sean C. Chambers, Hearing Examiner for the State of Wyoming Office of Administrative Hearings, informing me that we have been granted status as a party in accordance with Wyoming Statute 35-102-11 (LexisNexis). He asked us to mail you all original documents, which are enclosed, for the pre-hearing statement in preparation for the March 27, 2020 pre-hearing conference in Kemmerer Wyoming.

Below is our supporting documentation for our pre-hearing statement, labeled as:

Exhibit KCC17--City of Kemmerer Exxon Mobil LaBarge Carbon Capture Anticipated Impacts for law enforcement (public safety), usage of recreation and events centers (public health and safety), wear and tear and maintenance of public work assets (public safety and wellbeing) and increased clerical costs affecting taxpayers funding for services (public wellbeing).

Executive Summary

We hereby request \$349,393 in funds toward the specific needs listed in Table 1 below related to public safety, public health, and the welfare of our residents and the temporary working residents who will be here for the 29-month LaBarge Carbon Capture Project that begins in August 2020 and ends in December 2022. These requested funds are based on per capita

needs according to our estimated population of 2,734 and an average of 126 new people living in our community between August 2020 and January 2022. We are assuming the most heavy draw on municipal services will be during the peak months of April 2021 through November 2021 and April 2022 through September 2022, when there could be about 250+ new people and their families living in Kemmerer.

Table 1

Need	Requested Amount (73%)	Kemmerer Portion (27%)	Estimated Total Impact Cost for 29 months
<i>1 FTE Police/Animal Control Officer</i>	183,473	67,860	251,333
<i>1 Police Car</i>	36,500	13,500	50,000
<i>1 PT Clerk Police/Administration</i>	52,396	19,379	71,775
<i>2 PT Rec Center Workers</i>	33,025	12,215	45,240
<i>Extra Hours for Rec/Event Worker</i>	11,270	4,168	15,438
<i>Public Works Materials & Maintenance</i>	24,665	9,123	33,788
<i>Garbage Impact--Increased Costs</i>	8,257	3,054	11,311
Total	349,586	129,299	478,885

Supporting Reasoning:

Given the difficulty of forecasting actual numbers of workers and their families coming to Kemmerer, we are assuming that, although all the workers will not likely locate here, most of them will due to our proximity to all of the construction sites. For the health and safety of both residents and temporary residents, if we err, we want to err on the side of caution, by having adequate funding for police service (public safety), recreation services (public health and welfare), and the ability to compensate for the wear and tear and maintenance of our public infrastructure (public works). We are also prepared to take the risk of funding 27% of our estimated forecasted total impact costs for the 29-month duration of the project.

We understand that all the construction sites are at or very nearby the existing Exxon/Mobil Shute Creek Processing Facility. Kemmerer is only 33 to 35 miles southwest of the Shute Creek Facility and other sites. Kemmerer is largest nearest city with *the most available affordable temporary housing* (especially hotels, RV Parks, apartments, homes, and rental homes) and restaurants. It also has the closest full-service grocery store (Ridley’s), recreation center, gas stations, and theater. There are many other stores and services available as well, such as automobile repair and maintenance, and many temporary construction workers like to shop here because they don’t have to pay the extra gas and vehicle depreciation to drive to neighboring communities.

Even though it is forecasted that 16 people will come from the local workforce, of which roughly 50% or more could possibly come from Kemmerer, given our current unemployment rate of 3.7% and our difficulty finding skilled construction and other workers currently in our community, we doubt there will be many people, if any at all, from our local workforce working

on this project. We are actually assuming no local workers from Kemmerer. With all our projections, we are assuming an average of 126 temporary workers during the 29 months and a population of 2734.

Our request for \$349,393 in funding represents 73% of the estimated total impact cost of \$478,620. The City of Kemmerer will provide \$129,200 (or 27%) of the estimated impact costs and hope that increases in sales tax revenue from purchases of these temporary residents will help us to compensate for our share of the forecasted impact costs.

The following narrative explains in more detail our needs by requested line-item and how these were calculated:

One Full Time Equivalent Kemmerer Police/Animal Control Officer and Police Car

The Kemmerer Police are the only public safety first-responders on duty 24 hours a day, seven days a week within the South Lincoln County area, which includes the City of Kemmerer, the Town of Diamondville and surrounding unincorporated Lincoln County. It is anticipated that there will be increased calls for service, accidents and crime and code enforcement (our police officers do all animal control and code enforcement) during hours when we are the only ones available to respond quickly, which can sometimes be a matter of life and death and safety from danger. Based on our experience with previous similar expansions and projects, there will be many times, especially during peak seasons and peak hours, where more than one officer will be needed to make our community safe. Currently we are only staffed to have one officer on duty at a time. We will need to hire one new full-time police officer and purchase a new police car in August of 2020 in order to have them trained and ready for the increase in population that will occur when we need to have two officers on duty.

The costs for a police officer for 29 months is \$251,133 (\$104,000 per year in salary and benefits x (29 months/12 months or 2.416). The estimated cost for a police car is \$50,000. *Since we would be paying 27% of those costs, the requested amount would be \$219,973 (\$183,473 for officer and \$36,500 for car).*

One Part-time Police/Administrative Clerk

Based on past experience, we anticipate a significant increase in police and administrative clerk work to support increased accidents, citations, and crime, and increased visits to our city offices for those who require customer service. There will be an increase in time compiling reports and for filing and for supporting our municipal court. There will be an increase in time and paperwork required for new residents who come to City Hall to setup (as well as close out, when they leave) their billing accounts for water, sewer, and garbage. We will need a part-time person working 20 hours a week to meet this increase in services. There will also be increased work for our HR department to hire our new police officer, police/admin clerk, and our new part time events and recreation center worker. (These types of positions also tend to have turnover, requiring more HR work in on-boarding, job advertising, etc.)

Based on a previous construction project in 2007-2008 in our community with Enterprise, we saw the number of municipal court cases per year go from 426 in 2006 to 531 in 2007, and up to 597 in 2008, then back down to 316 in 2009 when the project was done. In addition, there was an increased clerical workload for circuit court cases and Wyoming state statute violations paperwork. This significantly increased the workload of the person supporting the court system. It is also anticipated that this increase in workload will increase the amount of money we will need to pay our prosecuting attorney and judge, who work on a contractual basis.

The costs for a part-time police/admin clerk for 29 months is \$71,775 (1508 hours per year assuming 29 hours per week x 2.416 years x \$19.69 per hour). *Since we would be paying 27% of those costs, the requested amount would be \$52,396 for the part-time police/administration clerk.*

Two Part-time Kemmerer Worker and more hours for Rec/Event Center Maintenance Worker

It is common for visiting workers to our community during these types of projects to bring recreational vehicles and stay in our RV parks and nearby camping areas. Many of them use our showers at the Recreation Center, which puts a strain on our heating and domestic water system, which is now 35 years old. Both the Rec Center and the Events Center are significantly subsidized by our taxpayers and the rates charged do not cover our costs. We would also have additional water, sewer, and water heating costs associated at the Rec Center when usage increases. Many of the workers and their family will also use the rec center for their health and well-being.

We also anticipate increased usage of the South Lincoln County Training and Event Center for safety training of both permanent and seasonal employees who will be doing the expansion work. We currently have a maintenance worker who repairs and maintains both the event center and the recreation center, as well as providing deep cleaning, technical assistance, and customer service for the events center and its attendees. This position is currently budgeted at 20 hours per week and we see an impact of needing to increase this by 7 hours per week.

In order to handle the anticipated increase in usage of the rec center for showers as well as for capacity of more attendees using our weight room, indoor track and climbing wall, basketball gym, racketball court, and our many recreational classes and programs, we will need to increase the hours of operations. Due to limited funding we currently are open M-F from 5:30 am to 11:30 am and 1:30 pm to 8:00 pm, Saturday from 10:00 am to 2:00 pm and Sunday from 1:00 pm to 4:00 pm. We plan to open our rec center during for four hours more per-day during the whole week to accommodate the increased demand. This will require that we hire two additional part-time rec center employees at 20 hours per week. (Note that these workers actually work before and after these shifts to do preparation and cleaning. Also during peak hours and when there are more attendees there is often a need for two workers at a time to assist with youth and other programs.) These employees check people in and also provide

cleaning and communications with customers, as well as providing a comfortable level of security in the building.

The cost for two part-time recreation center employees at 20 hours per week and increasing the hours of our part-time maintenance worker for rec and event by 7 hours per week will be \$60,478 (1040 hours per year x 2 employees at \$9 per hour for the recreations center works plus 364 more hours per year for the maintenance workers increase in hours x \$17.55 per hour x 2.416 years). *Since we would be paying for 27% of these costs, the requested amount would be \$44,295 for these 2 new part-time positions and for increasing our part-time maintenance worker by 7 hours per week.*

Public Works Materials and Maintenance

With the new temporary workers coming to Kemmerer there will be additional wear and tear and maintenance costs associated with our asphalt roads and trails. The best way for us to compensate for this wear and tear is to increase funding for asphalt and associated maintenance costs. The estimated impact costs for this would be \$33,788 (the average cost per resident per year for roads and maintenance is \$221.92 x 126 average temporary worker residents x 2.4166 (29 months of wear and tear)*50% (due to temperature we only do asphalt 6 months of the year—much of the rest of the transportation is for snow removal). *Since we would be paying 27% of those costs, the requested amount would be \$24,665.*

Garbage Impact—Increased Costs:

Based on past experience with temporary residents, most of them stay in hotels, multi-unit apartments, and RV parks, which have big dumpsters. The fees these residences pay are constant, so the city does not get increased funding from their bill, unless they need another garbage can. The city pays the county landfill \$75 a ton. Based on the average cost per resident, we anticipate a total additional cost of \$11,311 (\$8463 average monthly cost for city to county landfill / 2734 residents * 126 temporary workers * 29 months). *Since we would be paying 27% of these costs, the requested amount would be \$8257.*

Big Picture of Needs—Table 2

The table below was used to show all potential per capita impacts based on our budget. It shows that there is at least an overall need for \$409,888 in impacts. The line items highlighted in blue demonstrate the funds/departments most impacted for a total of \$377,480. The garbage increased costs are shown at \$11,311 (from new residents increasing the tonnage and associated costs at the Lincoln County Landfill. This table also shows our assumption of 126 workers on average residing in Kemmerer and using our services and it also shows 29 months calculated as 2.417 in years. This will give you the big picture on how our calculations were derived.

Table 2

	2019-2020 Annual Budget	Annual cost per resident 2,734	Monthly cost per resident Monthly	Impact \$ Needed Avg 126 workers Annually	29-month \$ Impact Avg 126 workers
EXPENDITURES:*					
General Fund:					
Legislative	\$25,535	\$9.34	\$0.78	\$1,177	\$2,844
Economic Development	\$71,000	\$25.97	\$2.16	\$3,272	\$7,908
Administration	\$659,629	\$241.27	\$20.11	\$30,400	\$73,466
Legal Services	\$20,000	\$7.32	\$0.61	\$922	\$2,228
City Hall Complex	\$135,616	\$49.60	\$4.13	\$6,250	\$15,104
Police Administration	\$772,759	\$282.65	\$23.55	\$35,614	\$86,066
Animal Control	\$2,960	\$1.08	\$0.09	\$136	\$330
Public Works Admin	\$157,751	\$57.70	\$4.81	\$7,270	\$17,570
Street Maintenance	\$448,988	\$164.22	\$13.69	\$20,692	\$50,006
Sanitation - Op/Maint	\$353,681	\$129.36	\$10.78	\$16,300	\$39,391
Comm Dev/Planning	\$12,465	\$4.56	\$0.38	\$574	\$1,388
Parks Maintenance	\$134,332	\$49.13	\$4.09	\$6,191	\$14,961
Municipal Court	\$32,718	\$11.97	\$1.00	\$1,508	\$3,644
Golf Course /Ballfields	\$244,173	\$89.31	\$7.44	\$11,253	\$27,195
Airport	\$186,546	\$68.23	\$5.69	\$8,597	\$20,777
Recreation	\$293,649	\$107.41	\$8.95	\$13,533	\$32,705
Cultural Arts and Events	\$102,079	\$37.34	\$3.11	\$4,704	\$11,369
Rental Fund	\$26,360	\$9.64	\$0.80	\$1,215	\$2,936
TOTAL EXPENDITURES:	\$3,680,241	\$1,346.10	\$112.18	\$169,609	\$409,888
Impact Police, Rec/Events, Pub Wks, Parks	\$3,389,265	\$1,240	\$103	\$156,199	\$377,480
Garbage Use Impact (29 months)	\$11,311				
Average Estimated # of workers	126				
Number of Years (based on 29 months)	2.416667				

*Blue Budget line items indicate impacted areas

CITY OF KEMMERER							
FY 19-20							
	2019-2020	Annual cost	Monthly cost	Impact \$ Needed	29-month \$ Impact	Impact \$ Needed	30-month \$
	Annual	per resident	per resident	Avg 126 workers	Avg 126 workers	Peak 194 Workers	Peak 194 workers
	Budget	2,734	Monthly	Annually		Annually	
EXPENDITURES:*							
General Fund:							
Legislative	\$25,535	\$9.34	\$0.78	\$1,177	\$2,844	\$1,811.92	\$4,529.80
Economic Development	\$71,000	\$25.97	\$2.16	\$3,272	\$7,908	\$5,038.04	\$12,595.10
Administration	\$659,629	\$241.27	\$20.11	\$30,400	\$73,466	\$46,806.15	\$117,015.39
Legal Services	\$20,000	\$7.32	\$0.61	\$922	\$2,228	\$1,419.17	\$3,547.92
City Hall Complex	\$135,616	\$49.60	\$4.13	\$6,250	\$15,104	\$9,623.08	\$24,057.70
Police Administration	\$772,759	\$282.65	\$23.55	\$35,614	\$86,066	\$54,833.67	\$137,084.17
Animal Control	\$2,960	\$1.08	\$0.09	\$136	\$330	\$210.04	\$525.09
Public Works Admin	\$157,751	\$57.70	\$4.81	\$7,270	\$17,570	\$11,193.74	\$27,984.36
Street Maintenance	\$448,988	\$164.22	\$13.69	\$20,692	\$50,006	\$31,859.43	\$79,648.57
Sanitation - Op/Maint	\$353,681	\$129.36	\$10.78	\$16,300	\$39,391	\$25,096.60	\$62,741.51
Comm Dev/Planning	\$12,465	\$4.56	\$0.38	\$574	\$1,388	\$884.50	\$2,211.24
Parks Maintenance	\$134,332	\$49.13	\$4.09	\$6,191	\$14,961	\$9,531.97	\$23,829.93
Municipal Court	\$32,718	\$11.97	\$1.00	\$1,508	\$3,644	\$2,321.61	\$5,804.03
Golf Course /Ballfields	\$244,173	\$89.31	\$7.44	\$11,253	\$27,195	\$17,326.13	\$43,315.33
Airport	\$186,546	\$68.23	\$5.69	\$8,597	\$20,777	\$13,236.99	\$33,092.47
Recreation	\$293,649	\$107.41	\$8.95	\$13,533	\$32,705	\$20,836.83	\$52,092.09
Cultural Arts and Events	\$102,079	\$37.34	\$3.11	\$4,704	\$11,369	\$7,243.35	\$18,108.38
Rental Fund	\$26,360	\$9.64	\$0.80	\$1,215	\$2,936	\$1,870.46	\$4,676.15
TOTAL EXPENDITURES:	\$3,680,241	\$1,346.10	\$112.18	\$169,609	\$409,888	\$261,143.68	\$652,859.21
Impact Police, Rec/Events, Pub Wks, Parks	\$3,389,265	\$1,240	\$103	\$156,199	\$377,480	\$240,497	\$601,241
Garbage Use Impact (29 months)	\$11,311						
Average Estimated # of workers	126						
Number of Years (based on 29 months)	2.41666667						
*Blue Budget line Items indicate impacted areas							