



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, June 23, 2025**

5:00 p.m. – Pre-Meeting Workshop

BLM Presentation – Brandon Teppo
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** June 23, 2025
- **DEPARTMENT REPORTS:**
- **PUBLIC HEARING:**
Liquor License Renewals
- **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.)
 - General comments
- **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 Meeting Minutes of June 9, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the Mayor to Sign the Agreement between the City of Kemmerer, a managing member of the Kemmerer Municipal Airport, and World Fuel Services;
 - (d) Authorize Brian Muir to sign the electronic acceptance agreement with the Wyoming Community Foundation for the Kemmerer Foundation Grant in the amount of \$67,950.00;
 - (e) Approval of Liquor Licenses Renewals for 2025.

- **OLD BUSINESS:**

- (a) Pass, Approve and Adopt on 3rd Reading Ordinance No. 2025-898, Amending Section 2 of the Kemmerer City Code
- (b) Pass on 2nd Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer

- **NEW BUSINESS:**

- (a) Grant of Easement at Airport to Allwest Communications, Inc.
- (b) Agreement with AlSCO Uniforms for linen rental at the South Lincoln Training and Event Center.
- (c) Lease agreement with Dex Imaging for a new Xerox copier at City Hall.
- (d) Authorize City Staff to Write Off Bad Debt
- (e) Donation of Loaned City Property to Hams Fork Museum
- (f) Agreement for Planning Services with JUB Engineers
- (g) Pass, Approve and Adopt Resolution No. 2025-857, Setting Sanitation Fees Effective July 1, 2025.

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY JULY 14, 2025.

Top 13 Prioritized Strategic Focus Goals/Projects for FY 2025-2026

These are the Top 13 prioritized strategic focus goals and projects for Fiscal Year 2025-2026.

1. Infrastructure—Streets, sidewalks, storm drains, updated wastewater treatment facility/lines, better water quality—funded by 6-penny (special purpose tax), storm drain fund, municipal option, LID, etc. Look at general fund and over/under of departments.
2. Review/re-write/update city ordinances/codes and fairly enforce—focus on beautification and public safety, more bite on bank-owned properties, work with judge and police chief to improve, campers/trailer problems need solving. Enforce/repeal laws.
3. Compensate employees fairly.
4. Establish a public portal on city website--report road damage and monitor repair response time, and progress for citizens to view/communication on web site--agenda, budget
5. New city shop/City Hall Complex—Campus style
6. Improve City's curb appeal and bring back pride in the community, starting with city-owned properties
7. Economic development--promote local businesses, find new businesses, business growth. Add to local revenue/sustainable employment
8. Restructure city departments to maximize efficiency, create umbrella department "Parks & Rec" to cut cost.
9. Permanent Stage in triangle for events, entertainment, weddings.
10. Build City Reserves
11. Weed control--city & private property
12. Archie Neil Park improvements--concrete in front of concessions, new basketball backboard
13. Training--All departments

Public Hearing

**NOTICE OF APPLICATION FOR ISSUANCE OR RENEWAL
OF RETAIL, RESTAURANT, BAR & GRILL AND LIMITED LIQUOR LICENSES**

Notice is hereby given that the following have filed applications for renewal of retail liquor licenses, limited liquor licenses, restaurant liquor licenses, and bar and grill liquor licenses in the office of the City Clerk, City of Kemmerer, for the following described places, and protests, if any there be, against the renewal of the licenses will be heard at the hour of 6 p.m. on Monday, June 23, 2025, in the City Council Chambers, City Hall, Kemmerer, Wyoming.

1. Renewal - Retail Liquor License #1 - Michael R. Julian dba Stock Exchange Club, 712 J.C. Penney Drive, Kemmerer, Wyoming
2. Renewal - Retail Liquor License #2 – Sage Lanes Bar & Grill, dba Sage Lanes Bar & Grill, 918 Sage Avenue, Kemmerer, Wyoming
3. Renewal - Retail Liquor License #3 - Maverik, Inc. dba Maverik #235, 521 Coral, Kemmerer, Wyoming
4. Renewal - Retail Liquor License #4 - Grumpies, LLC dba Grumpies, 815 South Main Street, Kemmerer, Wyoming
5. Renewal - Retail Liquor License #5 – Alarcon’s, LLC dba Hamsfork Liquor, 302 Highway 189 North, Kemmerer, Wyoming
6. Renewal - Retail Liquor License #6 – Ridley’s Family Markets Inc. dba Ridley’s Family Market, 620 Pine Avenue, Kemmerer, Wyoming
7. Renewal - Retail Liquor License #7 – Fast Stop 2231 Inc., dba Fast Stop, 1209 Beech Street, Kemmerer, Wyoming
8. Renewal - Limited Liquor License #1 - City of Kemmerer dba Fossil Island Golf Club, 107 State Highway 233, Kemmerer, Wyoming
9. Renewal - Limited Liquor License #2 - Fraternal Order of Eagles, 806 Klondyke Street, Kemmerer, Wyoming
10. Renewal – Restaurant Liquor License #2 – K&M Kelley, Inc, dba Caribou Café, 1012 Pine Avenue, Kemmerer, Wyoming
11. Renewal - Restaurant Liquor License #3 – Guerrero’s Inc. dba El Jalisciense, 1433 Central Avenue, Kemmerer, Wyoming
12. Renewal - Bar and Grill Liquor License #1 – Kettle, dba Kettle, 307 Highway 189 North, Kemmerer, Wyoming

Publish June 10 and June 17, 2025

Consent Agenda (a)

The Kemmerer City Council met in regular session this 9th day of June, 2025, at 6 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember David McConkie, Councilmember Bill Price, and Councilmember Mark Quinn. Councilmember Brantley Popp was absent.

Motion was made by Councilmember Quinn to excuse the absence of Councilmember Popp; seconded by Councilmember Batista and unanimously approved by the council present.

Motion was made by Councilmember Quinn to approve the agenda as amended to remove from the presentations, Lincoln County Semi Quincentennial Celebration of the County by Bob King; seconded by Councilmember Batista and unanimously approved by council present.

DEPARTMENT REPORTS:

John Tibbetts, Golf and Parks Director; Lois Hicks, Recreation Coordinator; Jamie Thornock, Event and Program Assistant; Mike Kahre, Police Chief; Natasia Diers, City Clerk-Treasurer; and Chad Nielson, Public Works Director; gave department reports to the council.

PUBLIC HEARING:

Mayor Bowen opened the public hearing on the Fiscal Year 2025-2026 Annual Budget; 6:19 p.m. There being no comments the Mayor closed the public hearing; 6:19 p.m.

PRESENTATIONS:

Lisa Mueller with MC2 presented an update on the safe routes for all grant to the council. Kathryn Robinson-Zimmerman gave the Fossil Basin Promotion Board Financial Report.

VISITOR COMMENTS:

Kathryn Robinson-Zimmerman made comments to the council.

CONSENT AGENDA:

Motion was made by Councilmember Quinn to approve the items on the consent agenda as presented; seconded by Councilmember Batista and unanimously approved by council present. Those items were:

- (a) Approval of Meeting Minutes of May 27, 2025;
 - (b) Approval of the payment of the bills; payroll, and ACH payments as presented;
- | | | | |
|-------------------------------|---------|--------------------------------|---------|
| 18215 UMWA | 231.70 | 18216 Ace Hardware | 651.13 |
| 18217 All West Communications | 495.99 | 18218 Bruin Group, LLC | 212.22 |
| 18219 Century Equipment Co. | 917.88 | 18220 First Bank of Wyoming | 5358.41 |
| 18221 Flowtech | 5443.08 | 18222 Freedom Mailing Services | 723.19 |
| 18223 GoTo Technologies | 279.67 | 18224 Great Basin Turf | 4750.00 |
| 18225 Intermountain Fire | 200.00 | 18226 J Solutions, Inc. | 630.00 |
| 18227 Jorgensen Associates | 1567.50 | 18228 JUB Engineers | 5810.36 |

18229 Kaiser, Andrew & Stephanie	713.75	18230 K-D Joint Powers Board	2823.33
18231 Kemmerer Gazette	463.60	18232 Marlin Leasing Corporation	257.00
18233 Netwize	2036.69	18234 Norco, Inc.	15.50
18235 Outlaw Supply, Inc.	1832.25	18236 Proffit, Jhett & Lyndsie	64.00
18237 R&D Sweeping	25350.00	18238 Reed, Eric	390.00
18239 Rocky Mountain Power	11070.96	18240 Rotary Club of Kemmerer	450.00
18241 SEG Basketball, LLC	2006.00	18242 Shums Coda Associates	2465.00
18243 South Lincoln Hospital Dist.	250.00	18244 Stout Law Center, LLC	1500.00
18245 Verizon Wireless	782.04	18246 WAM-WCCA	30.00
18247 Wex Bank	1989.32	18248 Workman, Daniel	1070.00
18249 Wyo Dept of Ag	200.00	18250 Wyo Educator's Benefit Trust	45836.88
18251 Wyo Machinery Company	573.35	18252 Wyo State Golf Association	1500.00
5/28/25 WWB – ACH	57.30	5/28/25 WWB-ACH	211.45
5/28/25 Teton Distributors – ACH	372.45	5/31/25 CORE Business – ACH	22.45
6/4/25 WWB - ACH	505.55	6/4/25 Teton Distributors - ACH	372.45
6/3/25 Federal Tax Deposit-ACH	14,470.38	6/3/25 Net Payroll Deposit-ACH	51,326.53
6/3/25 Orchard Trust-ACH	625.00	6/3/25 AFLAC-ACH	12.24
6/3/25 Expert Pay-ACH	488.54		

- (c) Authorize Wyoming Class Local Government Investment Pool as a city depository for Calendar Year 2025.

Motion was made by Councilmember Price to amend the agenda to add New Business Item (c), Water Supply at the Outdoor Pool; seconded by Councilmember Batista and unanimously approved by council present.

OLD BUSINESS:

- (a) Motion was made by Councilmember Quinn to Pass on 2nd Reading, Ordinance No. 2025-898, Amending Chapter 2 of the Kemmerer City Code as amended; seconded by Councilmember Ellis and unanimously approved by council present.

NEW BUSINESS:

- (a) Motion was made by Councilmember Price to Pass, Approve, and Adopt Resolution No. 2025-855, Adopting a Budget for FY 2025-2026; seconded by Councilmember Ellis and unanimously approved by council present.
- (b) Motion was made by Councilmember Quinn to Pass on 1st Reading, Ordinance No. 2025-899, Granting to Questar Gas Company, dba Enbridge Gas Wyoming a franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer as amended; seconded by Councilmember Batista and unanimously approved by council present.
- (c) Motion was made by Councilmember Quinn to authorize the plumbing repairs to the water supply line at the outdoor pool in an amount not to exceed \$8,043; seconded by Councilmember Batista. The mayor then called for the questions. Those voting, “Yea” were Councilman Batista, Councilman Ellis, Councilman Price and Councilman Quinn.

Councilman McConkie voted “Nay” with the mayor voting “Yea.” Motion carried.

COMMENTS:

City Administrator, Brian Muir, made comments. Councilmember McConkie made comments. Mayor Bowen made comments.

There being no further business before the Council, Mayor Bowen adjourned the meeting; 9:10 p.m.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN,
MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-23140 CRIME VICTIM SURCHARGE PAYABLE						
40169	DIVISION OF VICTIMS SERVICE	05-25	CRIME VICTIM SURCHARGE	05/31/2025	250.00	
10-23501 CUSTOMER DEPOSITS - SAN.						
99250	COLE, FRANK	REFUND	GARBAGE DEPOSIT REFUND	06/09/2025	64.00	
99250	WILCOX, ERIC & JESSIE	REFUND	GARBAGE DEPOSIT REFUND	06/11/2025	60.50	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	036587	DRINKS - CONFERENCE ROOM	05/07/2025	46.64	
21005	UMB CARD CENTER	048957	PIZZA - BUDGET MEETING	05/28/2025	70.47	
21005	UMB CARD CENTER	060820	CANDY - BUDGET MEETING	05/28/2025	21.68	
21005	UMB CARD CENTER	077732	PIZZA - BUDGET MEETING	05/01/2025	88.28	
21005	UMB CARD CENTER	52972	BUDGET WORKSHOP DINNER	05/02/2025	82.94	
21005	UMB CARD CENTER	53611	BUDGET WORKSHOP SNACKS	05/01/2025	53.46	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-CITY COUNCIL	05/01/2025	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0625	LODGING TAX - MAY 2025	06/09/2025	2,861.28	
60226	FOSSIL BASIN PROMOTION BO	0625-2	LODGING TAX	06/13/2025	2,704.56	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0752233	TONER CARTRIDGE	05/01/2025	47.51	
21005	UMB CARD CENTER	1389857	PAPER	05/08/2025	899.80	
21005	UMB CARD CENTER	2467420	EXPANDABLE FILE FOLDERS	05/31/2025	46.05	
21005	UMB CARD CENTER	25394877	ENVELOPE MOISTENER	05/16/2025	21.99	
21005	UMB CARD CENTER	2923428	HEAVY DUTY STAPLER	05/05/2025	30.37	
10-43-310 FINANCE & RECORDKEEPING						
23015	WESTAR PRINTING LLC	59902-1	NOTARY STAMP SHIPPING - ND	05/31/2025	8.95	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	ADMINISTRATION LONG DISTA	06/01/2025	4.76	
17099	CENTURYLINK	2345-0625	ADMINISTRATION	06/01/2025	40.52	
17099	CENTURYLINK	2355-0625	ADMINISTRATION	06/01/2025	33.02	
17099	CENTURYLINK	3189-0625	ADMINISTRATION	06/01/2025	81.03	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	05-27-25	ORDINANCE CHANGES	05/27/2025	463.60	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR13475067	COPY IMAGES - ADMIN	06/13/2025	169.08	
19000	SAFE CHECKS	0547252	BUSINESS CHECKS	06/13/2025	650.45	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
11020	KEMMERER GAZETTE	25-26 SUB	NEWSPAPER SUBSCRIPTION	06/19/2025	49.99	
21005	UMB CARD CENTER	3090003578	ADOBE SUBSCRIPTION-ND	05/03/2025	239.88	
21005	UMB CARD CENTER	8204825222	MICROSOFT 365 SUBSCRIPTIO	05/27/2025	104.99	
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-ADMIN	05/01/2025	134.40	
21005	UMB CARD CENTER	MT1BXVVS73	ICLOUD STORAGE	05/16/2025	.99	
23044	WYOMING CITY MANAGERS AS	106	WORKSHOP / MEETING	04/01/2025	30.00	
10-43-960 EQUIPMENT REPLACEMENT						
21005	UMB CARD CENTER	2387405	PRINTER-ND	05/05/2025	309.00	
21005	UMB CARD CENTER	616260	BATTERY BACKUP-ND	05/06/2025	119.90	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT, E. DEAN	04-25	LEGAL FEES	06/19/2025	2,538.75	
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	2201847	FIRE EXTINGUISHER / SIGN STI	05/20/2025	217.19	
21005	UMB CARD CENTER	596X01336902	WATER-CH	05/08/2025	36.40	
21005	UMB CARD CENTER	7878615	NEW CITY HALL FLAGS	05/05/2025	44.79	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS - 0525	FUEL	05/31/2025	239.98	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8070-0525	JANITORIAL - CITY HALL	05/31/2025	194.25	
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-BLDGS	05/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0625-INT	BLDG MAINT. INTERNET	05/20/2025	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0625	CITY HALL	06/05/2025	191.75	
17007	ENBRIDGE GAS UTAH	7197-0625	CITY HALL II	06/05/2025	220.84	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0519	PERSONAL CHARGE - NS	05/19/2025	112.38	
21005	UMB CARD CENTER	0520	PERSONAL CHARGE - NS	05/20/2025	10.54	
21005	UMB CARD CENTER	05318	GUN CLEANING SUPPLIES	05/07/2025	9.99	
21005	UMB CARD CENTER	063499	FIREARMS BLANKS	05/03/2025	42.96	
21005	UMB CARD CENTER	7653802	USB CABLE	05/15/2025	31.47	
10-50-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	032737	FUEL - DB	05/02/2025	48.50	
21005	UMB CARD CENTER	034060	FUEL - MK	05/08/2025	51.08	
21005	UMB CARD CENTER	05/01	FUEL - RP	05/01/2025	33.72	
21005	UMB CARD CENTER	055545	FUEL - DB	05/16/2025	20.65	
21005	UMB CARD CENTER	141077	FUEL - DB	05/05/2025	69.88	
21005	UMB CARD CENTER	3056662	FUEL - DB	05/09/2025	46.58	
21005	UMB CARD CENTER	3065977	FUEL - DB	05/12/2025	60.00	
21005	UMB CARD CENTER	3095657	FUEL - DB	05/23/2025	64.05	
21005	UMB CARD CENTER	3114272	FUEL - DB	05/30/2025	55.95	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	15665	VEHICLE MAINT. - NS	05/15/2025	67.00	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	POLICE DEPT. LONG DISTANCE	06/01/2025	1.19	
17099	CENTURYLINK	2345-0625	POLICE DEPT.	06/01/2025	40.51	
17099	CENTURYLINK	2355-0625	POLICE DEPT.	06/01/2025	33.01	
10-50-420 POSTAGE						
21005	UMB CARD CENTER	575054-0487	PD POSTAGE EVIDENCE TO DC	05/22/2025	6.20	
10-50-430 PUB RELATIONS/COMMUNICATIONS						
21005	UMB CARD CENTER	044655	DARE SUPPLIES	05/09/2025	20.93	
21005	UMB CARD CENTER	084872	PIZZA - DARE GRADUATION	05/21/2025	129.87	
21005	UMB CARD CENTER	46028504	BOWLING - DARE GRADUATION	05/21/2025	175.00	
10-50-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV47054	COPIES	03/17/2025	71.91	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	010142	DINNER - MK, JW, DB, NS	05/05/2025	251.00	
21005	UMB CARD CENTER	011864	MEAL - MK	05/08/2025	18.58	
21005	UMB CARD CENTER	020513	MEAL - MK, JW, NS	05/06/2025	38.20	
21005	UMB CARD CENTER	051495	MEAL - MK, JW, NS	05/08/2025	29.90	
21005	UMB CARD CENTER	079792	MEAL - MK, JW, NS	05/07/2025	37.35	
21005	UMB CARD CENTER	10L28H	ROOM STAY - NS	05/08/2025	294.00	
21005	UMB CARD CENTER	10L28I	ROOM STAY - MK	05/08/2025	294.00	
21005	UMB CARD CENTER	10L28J	ROOM STAY - JW	05/08/2025	294.00	
21005	UMB CARD CENTER	167318	MEAL - MK, JW, NS	05/06/2025	61.41	
21005	UMB CARD CENTER	5041	LUNCH - JW, NS	05/08/2025	40.00	
21005	UMB CARD CENTER	AP024299	MEAL - MK, NS, JW	05/06/2025	25.84	
10-50-560 SAFETY						
21005	UMB CARD CENTER	29540853	BOOTS - MK	05/30/2025	207.44	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5034614887	COPIER LEASE - PD	06/04/2025	96.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
90269	INTELLICHOICE, INC.	1233958	ANNUAL LICENSE & SUPPORT	06/01/2025	918.11	
11020	KEMMERER GUN CLUB	100	GUN CLUB MEMBERSHIP	06/09/2025	180.00	
18010	ROTARY CLUB OF KEMMERER	ROTARY25MK	ROTARY MEMBERSHIP - MK	06/19/2025	480.00	
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-PD	05/01/2025	134.40	
10-50-820 LINEN AND UNIFORMS						
21005	UMB CARD CENTER	031243909	CARGO PANTS - JH	05/06/2025	112.64	
21005	UMB CARD CENTER	29452020	CARGO PANTS - NS	05/17/2025	89.15	
21005	UMB CARD CENTER	29540745	CARGO PANTS - MK	05/30/2025	203.27	
21005	UMB CARD CENTER	WR25015479	SHORT SLEEVE SHIRT - NS	05/16/2025	84.68	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0525	PRISONER CARE	06/09/2025	120.00	
12017	LINCOLN COUNTY SHERIFF OF	0525	COMMUNICATIONS - 0525	06/09/2025	2,300.00	
ANIMAL CONTROL						
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0625	ANIMAL SHELTER	06/05/2025	15.09	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	56218	ENG - GENERAL SERVICES	06/10/2025	3,427.50	
10-65-560 SAFETY						
21005	UMB CARD CENTER	2211956	WORK BOOTS - CN	05/27/2025	142.79	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	2776231	INK CARTRIDGES	05/15/2025	107.80	
21005	UMB CARD CENTER	3897819	TRI - COLOR INK CARTRIDGES	05/15/2025	101.98	
21005	UMB CARD CENTER	75583050	BOTTLED WATER	05/14/2025	14.36	
21005	UMB CARD CENTER	75586058	FILTER FOR SHOP USE	05/28/2025	14.99	
21005	UMB CARD CENTER	F24805	NOTEBOOK & PENS	05/05/2025	8.98	
10-66-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	7310661	FIRE EXTINGUISHER	05/19/2025	167.40	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	1796250	HEAT SHRINK BUTT CONNECT	05/22/2025	50.97	
21005	UMB CARD CENTER	75582665	SNIPS FOR SHOP	05/12/2025	22.99	
21005	UMB CARD CENTER	75584316	RATCHETS & BELT CONNECTO	05/21/2025	148.43	
21005	UMB CARD CENTER	F26044	SAWZALL BLADES & CUTOFF	05/12/2025	22.98	
21005	UMB CARD CENTER	F26145	RIVETS FOR SHOP	05/13/2025	24.95	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	72084	GEAR OIL	05/06/2025	49.71	
21005	UMB CARD CENTER	75585771	FUEL FOR WEED EATERS	05/27/2025	26.99	
21005	UMB CARD CENTER	75585862	RELEASE RUSTED BOLTS	05/27/2025	5.99	
99234	GUNTER'S SERVICE	STREET - 052	FUEL	05/31/2025	2,720.16	
10-66-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	000001	DRIVER SIDE WINDOW	05/21/2025	350.00	
21005	UMB CARD CENTER	125053	SERVICE CITY TRUCK - CN	05/06/2025	171.89	
21005	UMB CARD CENTER	453647	OIL SEAL	05/06/2025	20.99	
21005	UMB CARD CENTER	56427	SERVICE BOBCAT	05/06/2025	454.40	
21005	UMB CARD CENTER	71914	FIX POWER TO SANDER/SPINN	04/30/2025	12.89	
21005	UMB CARD CENTER	72066	SERVICE CITY TRUCK - CN	05/06/2025	130.22	
21005	UMB CARD CENTER	72317	AIR FILTERS	05/14/2025	272.48	
21005	UMB CARD CENTER	72318	SERVICE TRAVERSE	05/14/2025	35.88	
21005	UMB CARD CENTER	75583137	POWER PLUG - WEED SPRAYE	05/15/2025	22.98	
21005	UMB CARD CENTER	75583173	FITTING & HOSE	05/15/2025	104.10	
21005	UMB CARD CENTER	75583193	REFUND PLUG FOR WEED SPR	05/15/2025	10.99-	
21005	UMB CARD CENTER	75583194	FITTING FOR WEED SPARYER	05/15/2025	2.41-	
21005	UMB CARD CENTER	F25282	REPLACE BROKEN VALVE	05/08/2025	23.97	
21005	UMB CARD CENTER	F26313	WEATHERSTRIP	05/14/2025	14.99	
21005	UMB CARD CENTER	F26487	REPLACE WEATHERED FITTIN	05/15/2025	3.08	
21005	UMB CARD CENTER	F27589	SHACKLES	05/22/2025	19.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
23050	WYOMING MACHINERY COMPA	PO8555473	FLANGES FOR NEW TIRES	06/06/2025	1,720.05	
25007	307 TIRE LLC	10595	950 LOADER TIRES/ 2- 14H BLA	06/09/2025	15,311.20	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-STREETS	05/01/2025	33.60	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	STREET DEPT. LONG DISTANC	06/01/2025	.78	
17099	CENTURYLINK	2374-0625	STREET DEPT.	06/01/2025	42.92	
21005	UMB CARD CENTER	0625-INT	STREETS INTERNET	05/20/2025	31.45	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	75693	LOCATES - 0625	06/06/2025	352.80	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0625	STREET DEPT	06/05/2025	107.04	
SANITATION - OPERATIONS/MAINT.						
10-69-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75583050	DIESEL FLUID EXHAUST	05/14/2025	228.20	
21005	UMB CARD CENTER	75585977	ANTI FREEZE	05/28/2025	29.98	
21005	UMB CARD CENTER	7969829	ODOR EILIMINATOR SPRAY	05/29/2025	119.98	
99234	GUNTER'S SERVICE	SANI-0525	FUEL	05/31/2025	1,487.56	
10-69-280 EQUIPMENT MAINTENANCE						
16002	JACKSON GROUP PETERBILT, I	13504RS	LUBE FILTER	06/05/2025	88.90	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	55X00249	LANDFILL FEES - 0525	05/31/2025	11,721.50	156.19 TONS
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	STREET DEPT. LONG DISTANC	06/01/2025	.43	
17099	CENTURYLINK	2374-0625	SANITATION DEPT.	06/01/2025	23.11	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0625	SAN DEPT	06/05/2025	57.64	
PARKS MAINTENANCE						
10-75-250 VEHICLE MAINTENANCE & REPAIRS						
21005	UMB CARD CENTER	75581681	BATTERY TERMINALS	05/08/2025	3.99	
10-75-285 BUILDING AND GROUNDS MAINTENAN						
20010	TURF EQUIPMENT & IRRIGATIO	3033036-00	T-5 SPRINKLERS	06/05/2025	128.01	
21005	UMB CARD CENTER	F24791	2" PLUG FOR SPRINKLER PIPE	05/05/2025	7.59	
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	PARKS LONG DISTANCE	06/01/2025	1.19	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0625	BLDG/ PARKS SHOP	06/05/2025	198.15	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-340 LEGAL FEES						
19031	STOUT, E. DEAN	04-25	LEGAL FEES	06/19/2025	2,141.25	
10-86-360 CONTRACTUAL SERVICES						
10020	JORGENSEN ASSOCIATES, INC	56218	ENG. - CR HOLDINGS TRACT 3	06/10/2025	1,320.00	
13012	MC2 ENGINEERING & CONSTR	4012	GRANT APPLICATION - STREET	06/05/2025	1,600.00	
MUNICIPAL COURT						
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	COURT LONG DISTANCE	06/01/2025	1.19	
10-88-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	028433	GAS - CITY CAR - COURT TRAI	05/01/2025	33.00	
21005	UMB CARD CENTER	2132-080603	HOTEL - COURT TRAINING	04/30/2025	250.20	
21005	UMB CARD CENTER	235003641778	GAS - CITY CAR - COURT TRAI	05/01/2025	34.00	
21005	UMB CARD CENTER	71	MEAL - COURT TRAINING	05/01/2025	15.00	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-COURT	05/01/2025	16.80	
CAPITAL PROJECTS FUND						
EVENTS, CULTURE AND TRAINING						
26-72-022 FISHING POND REHAB						
90012	IDAWY SOLID WASTE DISTRICT	55X00249	FISHING POND PAVILION SHIN	05/31/2025	528.75	5.36 TONS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-220 TECHNICAL SUPPLIES						
20010	TURF EQUIPMENT & IRRIGATIO	3033036-00	SPRINKLER HOUSING	06/05/2025	1,004.16	
20010	TURF EQUIPMENT & IRRIGATIO	3033036-00	FLEX 800 SPRINKLERS	06/05/2025	502.34	
20010	TURF EQUIPMENT & IRRIGATIO	3033036-00	ADAPTOR FLANGE	06/05/2025	99.81	
54-73-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	3354632	CARBURETOR FITS	05/19/2025	58.18	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0525	GOLF MAINT. INTERNET	05/02/2025	34.51	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0625	GOLF SHOP	06/05/2025	71.14	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-GOLF MAINT.	05/01/2025	20.40	
54-73-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	2657890	SHOES - JT	05/14/2025	94.49	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0473063	TIP JAR FOR BAR	05/07/2025	290.94	
21005	UMB CARD CENTER	3394661	DISPENSER GUN	05/15/2025	59.39	
21005	UMB CARD CENTER	F28501	KEYS	05/27/2025	7.95	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0525	CLUBHOUSE INTERNET	05/02/2025	34.52	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0625	GOLF CLUBHOUSE	06/05/2025	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-CLUBHOUSE	05/01/2025	16.80	
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	006621	LIME - BAR SUPPLIES	05/15/2025	3.12	
21005	UMB CARD CENTER	0068021	BAR SUPPLIES / PERSONAL CH	05/30/2025	28.98	
21005	UMB CARD CENTER	048298	BAR SUPPLIES - GC	05/13/2025	35.14	
21005	UMB CARD CENTER	060147	BAR SUPPLIES - GC	05/21/2025	11.30	
21005	UMB CARD CENTER	076985	SODA - GC	05/07/2025	53.75	
21005	UMB CARD CENTER	087695	BAR SUPPLIES - GC	05/14/2025	10.38	
21005	UMB CARD CENTER	099797	BAR SUPPLIES - GC	05/27/2025	43.35	
21005	UMB CARD CENTER	456461	CLUBHOUSE FOOD ORDER	05/01/2025	1,130.87	
21005	UMB CARD CENTER	457989	CLUBHOUSE FOOD ORDER	05/14/2025	110.13	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F27676	PICK UP TOOL	05/22/2025	26.99	
55-73-250 VEHICLE MAINTENANCE						
70401	GUNTERS TIRE AND LUBE SHO	1852	BATTERY	03/27/2025	225.00	
55-73-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0099626-IN	LIGHT BULBS	05/13/2025	493.80	
21005	UMB CARD CENTER	1213017	BATTERIES FOR EXIT LIGHTS	05/21/2025	138.03	
55-73-280 EQUIPMENT MAINTENANCE						
70401	GUNTERS TIRE AND LUBE SHO	1866	BATTERY	04/11/2025	225.00	
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3000	PEST CONTROL - AIRPORT	06/13/2025	100.00	
15020	OUTLAW SUPPLY, INC.	8069-0525	JANITORIAL - AIRPORT	05/31/2025	215.25	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	AIRPORT LONG DISTANCE	06/01/2025	1.19	
30100	CENTURYLINK COMMUNICATIO	2350L-0625	AWOS SYSTEM	06/01/2025	2.76	
17099	CENTURYLINK	2343-0625	AIRPORT	06/01/2025	86.81	
17099	CENTURYLINK	3534-0625	AIRPORT	06/01/2025	71.03	
17099	CENTURYLINK	9838-0625	AWOS	06/01/2025	66.03	
21005	UMB CARD CENTER	0625-INT	AIRPORT INTERNET	05/20/2025	51.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
90262	INDEPENDANT FEE ESTIMATES	050725	IFE - LIGHTING & WINDCONES	06/09/2025	2,370.00	
EVENT AND RECREATION FUND						
ADMINISTRATION						
56-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	REC CENTER LONG DISTANCE	06/01/2025	1.19	
17099	CENTURYLINK	2346-0625	REC ADMIN	06/01/2025	24.37-	
17099	CENTURYLINK	2365-0625	REC ADMIN	06/01/2025	37.10	
17099	CENTURYLINK	2366-0625	REC ADMIN	06/01/2025	21.79	
56-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5034675801	COPIER LEASE - REC	06/06/2025	259.00	
REC CENTER OPERATIONS						
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	044114	TRASH BAGS	05/05/2025	31.99	
21005	UMB CARD CENTER	5295465	ENTRANCE HEATER MOTOR	05/01/2025	229.76	
21005	UMB CARD CENTER	648661	PULLEY FOR LAT PULL DOWN	05/20/2025	47.03	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	016813	REFUND FOR BRUSHES	05/02/2025	4.99-	
21005	UMB CARD CENTER	071287	PAINT & SUPPLIES FOR DOOR	05/01/2025	51.95	
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3000	PEST CONTROL - REC CENTER	06/13/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8068-0525	JANITORIAL - REC CENTER	05/31/2025	588.00	
56-82-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2346-0625	REC CENTER	06/01/2025	49.49-	
17099	CENTURYLINK	2365-0625	REC CENTER	06/01/2025	75.33	
17099	CENTURYLINK	2366-0625	REC CENTER	06/01/2025	44.24	
21005	UMB CARD CENTER	0625-INT	REC CENTER INTERNET	05/20/2025	31.45	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV47954	COPIES	05/06/2025	27.39	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0625	REC CENTER	06/05/2025	219.79	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-REC	05/01/2025	16.80	
LEISURE PROGRAMS						
56-84-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F27466	SWIMMING POOL PIPE REPAIR	05/21/2025	25.56	
21005	UMB CARD CENTER	F28680	SWIMMING POOL PIPE REPAIR	05/28/2025	45.96	
56-84-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0625	OUTDOOR POOL	06/01/2025	81.03	
21005	UMB CARD CENTER	INT - 0525	OUTDOOR POOL INTERNET	05/02/2025	34.51	
56-84-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0625	SWIMMING POOL	06/05/2025	305.82	
56-84-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	090800	GOODIES FOR WALK CLUB	05/06/2025	22.35	
21005	UMB CARD CENTER	097208	GOODIES FOR WALK CLUB	05/07/2025	41.16	
99238	WOLFIES LLC	365	SHIRTS FOR 5K PARTICIPANTS	06/11/2025	327.00	
99250	GAME ONE	10435528	FOOTBALL HELMET RECERTIFI	06/17/2025	2,100.00	
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	83246884	HANDSOAP FOR RESTROOMS	05/20/2025	132.93	
21005	UMB CARD CENTER	F28939	TRASH BAGS - EC	05/29/2025	31.99	
57-43-285 BUILDING AND GROUNDS MAINT						
21005	UMB CARD CENTER	F24236	CABIN TOWELS FOR RESTROO	05/02/2025	37.99	
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3000	PEST CONTROL - EVENT CENT	06/13/2025	75.00	
15020	OUTLAW SUPPLY, INC.	8072-0525	JANITORIAL - EVENT CENTER	05/31/2025	813.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	3111571876	ACROBAT PRO	05/04/2025	20.99	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0625	EC ALARM	06/01/2025	1.38	
17099	CENTURYLINK	2226-0625	EVENT CENTER	06/01/2025	66.03	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0625	EVENT CENTER	06/05/2025	209.61	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE APP	GOOGLE APPS-EC	05/01/2025	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD1743140	LINENS	05/20/2025	80.78	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	003761	POP FOR MEETINGS	05/23/2025	21.98	
21005	UMB CARD CENTER	005115	POP FOR MEETING	05/13/2025	49.92	
21005	UMB CARD CENTER	022809	MOTHERS DAY TEA	05/07/2025	50.50	
21005	UMB CARD CENTER	037079	FOOD FOR EVENTS	05/03/2025	22.33	
21005	UMB CARD CENTER	063987	FOOD FOR EVENTS	05/02/2025	42.29	
21005	UMB CARD CENTER	081999	MOTHERS DAY TEA	05/07/2025	28.41	
21005	UMB CARD CENTER	083048	KITCHEN SUPPLIES	05/16/2025	26.08	
VISITORS' SERVICES						
57-45-285 BUILDING AND GROUNDS MAINT.						
21005	UMB CARD CENTER	063987	CABIN CLEANING SUPPLIES	05/02/2025	18.67	
21005	UMB CARD CENTER	F24188	MOPS MOPHEAD - CABIN	05/05/2025	20.98	
57-45-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3000	PEST CONTROL - VISITER CEN	06/13/2025	40.00	
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0525	VISITOR CENTER INTERNET	05/02/2025	34.51	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0625	VISITOR CENTER	06/05/2025	46.29	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3000	PEST CONTROL - OTH	06/13/2025	30.00	
15020	OUTLAW SUPPLY, INC.	8071-0525	JANITORIAL - 700 CEDAR	05/31/2025	136.50	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0625	700 CEDAR	06/01/2025	61.53	
17099	CENTURYLINK	2254-0625	700 CEDAR	06/01/2025	61.53	
17099	CENTURYLINK	2915-0625	700 CEDAR	06/01/2025	77.83	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0625	700 CEDAR	06/05/2025	136.87	
Grand Totals					82,352.76	

Local Purchases	Non-Local Purchase
\$ 2829.34	\$10557.38

UMB Total: \$ 13,386.72

CREDIT: \$(18.39)

Big Ticket Purchases:

BOBCAT OF ROCK SPRINGS, ROCK SPRINGS, WY: \$454.40

FLIGHT LIGHT INC., CA: \$493.80

GOOGLE GSUITE_kemmerer.or, CA: \$541.20

AMAZON, WA: \$ 309.00

AMAZON, WA: \$899.80

F.B MCFADDEN WHOLESALE CO, WY: \$1130.87

Automatic Payments/Debits

Date	Payee	Payment Description	Amount
6/5/25	Western Wyoming Beverage	Malt Beverage Order	\$144.90
5/31/25	WorldPay	Golf Credit Card Processing Fee	\$1,080.70
6/11/25	Western Wyoming Beverage	Malt Beverage Order	\$153.05
6/11/25	Western Wyoming Beverage	Malt Beverage Order	\$796.44
6/11/25	Teton Dist.	Malt Beverage Order	\$843.25
04/10/25	Wyoming Liquor Division	Hard Liquor Order	\$2,184.05
6/10/25	Wyoming Liquor Division	Hard Liquor Order	\$428.99
06/12/25	Western Wyoming Beverage	Malt Beverage Order	\$116.80
6/12/25	Western Wyoming Beverage	Malt Beverage Order	\$12.00
6/18/25	Western Wyoming Beverage	Malt Beverage Order	\$355.06
6/18/25	Western Wyoming Beverage	Malt Beverage Order	\$219.05
6/18/25	Teton Dist.	Malt Beverage Order	\$710.90
6/17/25	Wyoming Liquor Division	Hard Liquor Order	\$781.34
		Total:	\$7,826.53

Date Approved: 06/23/2025

Mayor _____

Council _____

Council _____

Council _____

Council _____

Council _____

Council _____

Treasurer _____

Consent Agenda (c)

AGENDA ITEM # C (CONSENT TB OB NB)

Department: Administration

Meeting Date: June 23, 2025

SUBJECT: NEW CREDIT CARD PROCESSOR AT THE KEMMERER MUNICIPAL AIRPORT

BRIEF DESCRIPTION/JUSTIFICATION:

Our current credit card processor at the airport is Epic Fuel Systems. Epic Fuel Systems has been bought out by World Fuel/Ascent Aviation Group; therefore, the Airport Board with the City of Kemmerer as the managing member of the airport, needs to enter into an agreement with World Fuel in order to keep the credit card processing system at the airport.

The airport board approved the agreement at their regular board meeting on June 16, 2025.

RECOMMENDED ACTION:

Authorize Mayor Bowen to sign the agreement between the City of Kemmerer, a managing member of the Kemmerer Municipal Airport and World Fuel.

Attachments Provided: Yes No

Submitted by: Natasia Diers



World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this 23 day of June 2025 ("Agreement") between City of Kemmerer/Municipal Airport Municipality company ("Merchant"), and World Fuel Services, Inc., a Texas corporation ("World Fuel") entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 ("Card Processing Services") for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the "Cards", and each individually, a "Card"). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, "Applicable Law" means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council's ("PCI") requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as "Operating Procedures"). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant's own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.



3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the "Gateways") and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel's consent in its sole discretion.
- b. Subject to Merchant's compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the "Documentation") exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel's competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel's approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction



information (each, a "Compromised Data Event"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel's gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and



- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.
- 8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
- 9. Indemnification: Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
- 10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

[Signature Page to Follow]



Executed this 23 day of June, 2025

Merchant Name:

City of Kemmerer

By: _____

Name: Robert Bowen

Title: Mayor

Accepted this ____ day of _____, 20 ____.

World Fuel Services, Inc.

By: _____

Name: _____

Title: _____



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.



Global Relationships. Global Solutions.

Software Setup FBO Data Sheet

Today's Date _____

Company Name _____

Local Base Address _____

City _____ Province _____ Postal Code _____

Airport Name _____ Airport Identifier: (IATA) _____ (ICAO) _____

Remit to Address (If different from above)

Base Manager _____ Time Zone _____

Email _____

Telephone _____

User Access: Levels are Admin, Accountant, Manager, CSR

Name/Title _____ Email _____ Phone _____

Level _____

Name/Title _____ Email _____ Phone _____

Level _____

Name/Title _____ Email _____ Phone _____

Level _____

Type of Fuel Available [] Jet A1 [] FSII [] Avgas Other _____

Fueling Capabilities [] Truck [] Self-Serve Unit Type [] QTT [] Fuel Master [] Other

Software Type _____

Reporting/Remittance contact: Frequency Daily, Weekley,

Monthly

Phone _____ E-mail _____

Contact person/Title _____

Phone _____ E-mail _____

Contact person/Title _____

Phone _____ E-mail _____

Contact person/Title _____

Notes:



SCHEDULE 2

PRICING – OUT OF NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
Visa Qualified	2.24%	✓
Visa Non-Qualified	3.29%	✓
MasterCard Qualified	2.24%	✓
MasterCard Non-Qualified	3.29%	✓
American Express	3.75%	✓
Discover	2.95%	✓

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Visa/MasterCard Qualified Transactions: Qualified transactions are Visa and MasterCard cards (excluding those specifically classified as commercial or purchasing card) swiped through an electronic point of sale system (excluding a self-service unit) and settled before midnight of the same day. All other scenarios are non-qualified Visa/MasterCard transactions.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

Merchant Name: City of Kemmerer Initial: _____ Date: 6-23-25

Robert Bowen, Mayor
 9800 NW 41st Street • Doral, FL • USA • wfscorp.com

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Kemmerer

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Government Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
220 State Hwy 233

6 City, state, and ZIP code
Kemmerer, WY 83101

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	3	-	6	0	0	0	0	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Natasia Sin* Date ▶ *6-23-25*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Consent Agenda (d)

AGENDA ITEM # NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: June 23rd, 2025

SUBJECT: Accept Wyoming Community Kemmerer Foundation Grant Award 2025

DESCRIPTION/JUSTIFICATION:

The Wyoming Community Foundation's Board of Directors has approved the City of Kemmerer Equipment and General Operating request for \$67,950.00 to City of Kemmerer. The Agreement is attached, which includes the following special conditions for usage of this money:

- \$7,950 for tables
- \$25,000 for Rec Center Operations
- \$35,000 for Tractor [golf course]

RECOMMENDED ACTION:

Authorize City Administrator Brian Muir to accept and sign the agreement between the City of Kemmerer and the Wyoming Community Foundation receiving the \$67,950 award for equipment and general operating request.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Skip to main content

Select Language 

Powered by Google Translate

Follow Up

 Collaborate 0

City of Kemmerer Equipment and General Operating

Process: Wyoming Community Foundation Competitive Grant - Spring 2025 - WYCF

Contact Info Request Documents 0

No additional Request Documents have been uploaded by an Administrator.

 Application

 Follow Up

 FollowUp Packet

 Question List



 Due by 07/15/2025 11:59 PM MDT.

 Fields with an asterisk (*) are required.

ACH Information

Congratulations on your grant award! In order to get awards to grantees as quickly as possible, the Wyoming Community Foundation is moving to electronic payments rather than sending paper checks. Grant distributions will be made via ACH payments to your organization's bank account.

ACH Payments

This information will be required, but if you have concerns, please reach out to Allison Anderson (allison@wycf.org or 307-721-8300) to discuss. **Please initial under the following statements:**

I hereby authorize the Wyoming Community Foundation to initiate automatic deposits to my account at the financial institution named below. I also authorize the Wyoming Community Foundation to make a reversal from this account in the event that a credit entry is made in error.

bm

Further, I agree not to hold the Wyoming Community Foundation responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

bm

This agreement will remain in effect until the Wyoming Community Foundation receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Wyoming Community Foundation.

bm

Account Holder Name*

CITY OF KEMMERER

Bank or Financial Institution Name*

FIRST BANK OF WYOMING A DIVISION OF GLACIER BANCORP

Address of Bank or Financial Institution*

716 PINE AVE., KEMMERER, WYOMING 83101

Phone Number of Bank or Financial Institution*

3078773926

Institution Routing Number*

#

Account Number*

#

Is this a checking account or savings account?*

Checking Account

Savings Account

∨ Terms & Conditions

Question #1. Project name

Name of Project.

City of Kemmerer Equipment and General Operating

Amount Awarded

\$ 67,950.00

Special Conditions (If Applicable)

\$7,950.00 for tables, \$25,000 Rec Center Operations, \$35k Tractor

934 characters left of 1,000

GRANT TERMS

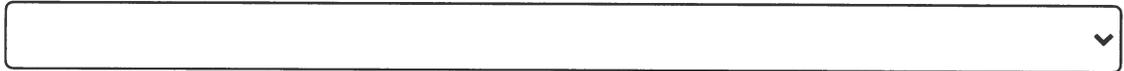
1. Grantee shall use the funds only for the designated purpose as described in the submitted grant proposal and subsequent award letter. Grantee must seek approval from the Wyoming Community Foundation (WYCF), hereinafter referred to as WYCF, to spend funds on items not listed in the grant application.
2. Grantee shall publicize receipt of this grant using social media (please "tag" Wyoming Community Foundation). We also encourage local media releases (templates and logo available at <https://wycf.org/wycf-logos-press-release-template/>). For access to the WYCF logo or further assistance, please contact Director of Communications, Kathleen Chick: kathleen@wycf.org.

Committee Recognition: Grantees must recognize the selected committee(s) when publicizing this grant.

Committee 1

Kemmerer Foundation Fund held by the Wyoming Community Foundation 

Committee 2



3. Grantee shall maintain books and records for a period of at least four (4) years after completion of project to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which grant funds have been expended.

4. Grantee shall permit WYCF, at its request, to have reasonable access to the grantee's files and records for financial audits, verification, and investigations as it deems necessary concerning the grant.

5. Grantee shall return to WYCF any unexpended funds or any portion of the grant which is not used for the purposes specified.

6. Grantee shall submit the final report *within one year of the date on this award letter*. To be eligible to reapply for funds through WYCF, previous grants must be closed out which may mean **submitting a final report in less than 12 months**. Additionally, a grantee shall limit their application to one time per year, based on the submission date unless granted permission otherwise. For example, a grantee submitting an application in the Fall 2023 Cycle and receiving funds in December of 2023, may not reapply until the Fall 2024 Cycle. Instructions for completing a final report are available at <http://wycf.org/final-reporting/>.

7. All copyright interests in materials produced as a result of this grant are owned by Grantee. Grantee grants to WYCF a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, and all such materials produced in connection with this grant.

8. To abide by federal law strictly prohibiting charitable grantees from providing *quid pro quo* benefits to either the Foundation or its donors as a result of gifts from **donor advised funds**. *Quid pro quo*

benefits are defined as any goods or services that are provided to a donor advisor, or persons related to the donor advisor, that have been assigned a monetary value by the charitable organization.

9. No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, marital or parental status, political affiliation, military service, physical or mental ability, or any other improper criterion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the community foundation.

Please initial under the following statements:

I have read and understand all terms outlined above, including any special conditions*

BM

Receipt of this grant will be publicized on social media*

giving recognition to the committee(s) listed under term 2

BM

A final report will be submitted within 12 months after being notified of this grant award*

Grant reports should be submitted online to WYCF. Any changes to the project, budget, or timeline must be discussed with WYCF staff before proceeding. If applicant is unable to submit report for any reason, they are responsible for ensuring another party associated with their organization will do so in their stead.

BM

ACCEPTANCE OF TERMS & CONDITIONS*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

I Decline Grant Terms and Conditions

AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name*

Title*

Date*

i Due by 07/15/2025 11:59 PM MDT.

Save Follow Up

Submit Follow Up

Consent Agenda (e)

**NOTICE OF APPLICATION FOR ISSUANCE OR RENEWAL
OF RETAIL, RESTAURANT, BAR & GRILL AND LIMITED LIQUOR LICENSES**

Notice is hereby given that the following have filed applications for renewal of retail liquor licenses, limited liquor licenses, restaurant liquor licenses, and bar and grill liquor licenses in the office of the City Clerk, City of Kemmerer, for the following described places, and protests, if any there be, against the renewal of the licenses will be heard at the hour of 6 p.m. on Monday, June 23, 2025, in the City Council Chambers, City Hall, Kemmerer, Wyoming.

1. Renewal - Retail Liquor License #1 - Michael R. Julian dba Stock Exchange Club, 712 J.C. Penney Drive, Kemmerer, Wyoming
2. Renewal - Retail Liquor License #2 – Sage Lanes Bar & Grill, dba Sage Lanes Bar & Grill, 918 Sage Avenue, Kemmerer, Wyoming
3. Renewal - Retail Liquor License #3 - Maverik, Inc. dba Maverik #235, 521 Coral, Kemmerer, Wyoming
4. Renewal - Retail Liquor License #4 - Grumpies, LLC dba Grumpies, 815 South Main Street, Kemmerer, Wyoming
5. Renewal - Retail Liquor License #5 – Alarcon’s, LLC dba Hamsfork Liquor, 302 Highway 189 North, Kemmerer, Wyoming
6. Renewal - Retail Liquor License #6 – Ridley’s Family Markets Inc. dba Ridley’s Family Market, 620 Pine Avenue, Kemmerer, Wyoming
7. Renewal - Retail Liquor License #7 – Fast Stop 2231 Inc., dba Fast Stop, 1209 Beech Street, Kemmerer, Wyoming
8. Renewal - Limited Liquor License #1 - City of Kemmerer dba Fossil Island Golf Club, 107 State Highway 233, Kemmerer, Wyoming
9. Renewal - Limited Liquor License #2 - Fraternal Order of Eagles, 806 Klondyke Street, Kemmerer, Wyoming
10. Renewal – Restaurant Liquor License #2 – K&M Kelley, Inc, dba Caribou Café, 1012 Pine Avenue, Kemmerer, Wyoming
11. Renewal - Restaurant Liquor License #3 – Guerrero’s Inc. dba El Jalisciense, 1433 Central Avenue, Kemmerer, Wyoming
12. Renewal - Bar and Grill Liquor License #1 – Kettle, dba Kettle, 307 Highway 189 North, Kemmerer, Wyoming

Publish June 10 and June 17, 2025

Old
Business
(a)

AGENDA ITEM # a OLD BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~May 27, 2025~~
~~June 9, 2025~~
June 23, 2025

SUBJECT: 3rd Reading on Ordinance No. 2025-898, Amending Chapter 2

DESCRIPTION/JUSTIFICATION:

The City of Kemmerer currently sets the mayor and council’s pay by ordinance. The attached ordinance would change Chapter 2 Section 47 to set the mayor and council’s pay from time to time by resolution.

This would eliminate having to change the ordinance to set the mayor and council’s salaries per the annual budget.

At the first reading on May 27th 2025, the Mayor asked staff add changes he had suggested and asked the Council to review Chapter 2 for any other changes they thought needed to be done. The City Attorney is also reviewing the ordinance according for compliance with State of Wyoming statute.

At the 2nd Reading on June 9, 2025, the City Attorney said that the proposed changes to Mayor and Council pay did not follow the state ordinance. Those changes have been taken out.

Additional minor changes were suggested in making he/she and similar language consistent with the intent of that language which was previously added. Staff has researched another way to make those types of changes that will cost significantly less to publish them in the paper, by putting most of them in one paragraph by reference, and would appreciate tabling this item to have more time to make such corrections. Staff has also researched the proposed changes in Section 2-42 regarding contracts for public improvements and needs more time to integrate language from State Statute (15-1-113), City Sole-Sourcing Policy (which we recommend be turned into a resolution), and City Local Preference Policy per Resolution 98-439. City Attorney also needs to re-write section 2-10 on “Order of Business” and research state statute on 2-16 regarding abstaining from voting.

RECOMMENDED ACTION:

Table on 3rd Reading Ordinance No. 2025-898, Amending Chapter 2.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator and Natasia Diers, City Clerk-Treasurer

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CHAPTER 2

ADMINISTRATION

[In order to save money on publishing, need a paragraph referencing all references to he/him/his, etc. to be he/she, him/her, his/her, councilman/council member, etc.]

ARTICLE I. IN GENERAL

SECTION 2-1. MEETINGS GENERALLY - TO BE OPEN; INFORMATION REQUIRED OF ATTENDING PUBLIC.

- (a) All meetings of the city council and all other boards, commissions and agencies of the city shall be open to the public at all times, except as provided in Sections 2-2 and 2-3. No action of such a body shall be taken except during a public meeting.
- (b) A member of the public shall not be required, as a condition of attendance at any meeting, to register his/her name, to supply information, to complete a questionnaire, or fulfill any other conditions precedent to his/her attendance except that a person seeking recognition may be required to give his/her name and affiliation.

SECTION 2-2. SAME - EXECUTIVE SESSIONS.

Executive sessions, not open to the public, of the city council and all other boards, commissions and agencies of the city may, upon vote of two-thirds (2/3) of the members present be held:

- (a) With the prosecuting attorney, city attorney, chief of police or their respective deputies, or other officers of the law, on matters posing a threat to the security of public or private property or a threat to the public's right of access;
- (b) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The city council may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the city council may deliberate on its decision in executive sessions;
- (c) On matters concerning litigation to which the city council is a party or proposed litigation to which the city council may be a party;

- (d) When the agency is a licensing agency while preparing, administering or grading examinations;
- (e) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price;
- (f) To consider acceptance of gifts, donations and bequests which the donor has requested in writing be kept confidential;
- (g) To consider or receive any information classified as confidential by law;
- (h) To consider accepting or tendering offers concerning wages, salaries, benefits and terms of employment during all such negotiations.

SECTION 2-3. SAME - DISRUPTION.

If any public meeting is wilfully disrupted by a person or group of persons so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of the person or persons who are wilfully interrupting the meeting, the removal of such person or group from the meeting room may be ordered and the meeting continued, or the meeting may be recessed to another location. Procedures for readmitting an individual or individuals not responsible for disturbing the conduct of a meeting shall be established by the body conducting such meeting. Duly accredited members of the press or other news media, except those who participated in a disturbance, shall be allowed to attend any meeting permitted by this section.

ARTICLE II. CITY COUNCIL

DIVISION 1. MEETINGS OF CITY COUNCIL

SECTION 2-4. DATE AND TIME OF REGULAR MEETING.

Regular meetings of the council shall be held on the second (2nd) and fourth (4th) Monday of each month at an hour designated by the council; provided, that in all instances that such day is observed as a legal holiday for municipal offices, the regular meeting of the city council shall be held on the following day; provided, however, the council may change the date of a regular meeting by resolution and giving notice of the date and time of the change to a newspaper of general circulation in the City of Kemmerer not less than one (1) week before such meeting.

SECTION 2-5. SPECIAL MEETINGS.

Special meetings of the city council may be called from time to time by the mayor or any two (2) councilmen. The subject for the special meeting shall be submitted to the city council in writing; and the city clerk shall give notice of a special meeting to each member of the governing body and to each newspaper of general circulation, radio or

television station requesting such notice. The notice shall specify the time and place of the special meeting and the business to be transacted. The action of the city council at each special session shall be confined to the subject submitted in writing to the city council, and the minutes of the meeting shall be entered upon the journal of the city council by the city clerk.

The governing body of an agency may hold an emergency meeting on matters of serious immediate concern to take temporary action without notice. All action taken at an emergency meeting is of a temporary nature and in order to become permanent shall be reconsidered and acted upon at an open public meeting within forty-eight (48) hours.

SECTION 2-6. ADJOURNED OR RECESSED MEETINGS.

Adjourned or recessed meetings may be held at such times as the council may determine.

SECTION 2-7. PRESIDENT OF GOVERNING BODY; ACTING PRESIDENT; ELECTION, DUTIES, ETC.

The governing body may elect from their number a president who, in the absence of the mayor, shall preside at all meetings of the governing body. If the office of mayor is vacant, the president shall occupy the office until the vacancy is filled. The governing body may elect one (1) council member~~man~~ to serve temporarily as acting president in the president's absence. The president and acting president, when occupying the place of the mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the president or acting president, while so acting, are as binding upon the council and upon the city as if done by the mayor.

The president and acting president of the City Council shall be elected at the first meeting in January in odd numbered years and shall serve a two year term.

SECTION 2-8. DUTIES OF CLERK AS TO JOURNAL.

It shall be the duty of the city clerk to keep the journal of the city council. The governing body shall designate a legal newspaper and publish the minutes of all of its meetings and the titles of all ordinances passed therein. The clerk shall, within forty-eight (48) hours after the adjournment of any regular or special meeting of the city council, furnish the legal newspaper a copy of the proceedings of such meeting for publication. Such copy shall include every bill presented to the city council showing the amount of the bill, the amount allowed, what the bill was for and by whom claimed. In addition the clerk shall be responsible for the safekeeping of such journal, and shall show it to the public when so requested.

DIVISION 2. RULES OF ORDER.

SECTION 2-9. CALL TO ORDER; QUORUM.

At the hour appointed for the meeting, the governing body shall be called to order by the presiding officer.

The city clerk, or some competent person acting for him/her, shall call the roll. If a quorum is present, the governing body shall proceed to the business which may come before it.

A majority of the governing body shall constitute a quorum for the transaction of business at any meeting.

SECTION 2-10. ORDER OF BUSINESS.

The order of business at each regular council meeting shall be as follows, and shall not in any case be altered, except by consent of a majority of the members present voting thereon. [Attorney re-writing to allow for more flexibility and adding "Presentations".]

- (a) Call to Order. The mayor, or in his/her absence, the president of the city council, shall call the meeting to order precisely at the appointed hour.
- (b) Roll Call. Before proceeding with the order of business, the clerk or his/her deputy shall call the roll of the members, and the names of those present shall be entered in the minutes.
- (c) Public Hearings. Unless otherwise provided, public hearing shall be scheduled as the first order of business when scheduled on the same night as a regular city council meeting.
- (d) Reading of the Minutes. Unless a reading of the minutes of a council meeting is requested by a member of the council, the minutes of the proceeding meeting, which have been furnished by the clerk to each council member, shall be considered approved if correct, and errors rectified, if any exist.
- (e) Approve Agenda. The mayor shall determine if there are any proposed changes to the agenda. Once approved, business discussed shall be limited to that which is on the agenda.
- (f) Visitors Comments and Petitions. Petitions, remonstrances, communications and comments or suggestions from citizens present, shall be heard by the council. All such remarks shall be addressed to the council as a whole, and not to any member thereof. Such remarks shall be limited to a reasonable time and such determination will be in the discretion of the presiding officer. No other person than the individual speaking shall enter into the discussion without the permission of the presiding officer.

- (g) Reports by Officers. City officials and/or committees shall present such reports as may be required by the city council.
- (h) Old Business. The council shall consider any business that has been previously considered and which is still unfinished.
- (i) New Business. The Council shall consider any business not heretofore considered, including the introduction or readings of ordinances and resolutions.
- (j) Councilmember Comments. Comments, suggestions, questions or reports shall be heard from individual councilmembers at this time.
- (k) Mayor's Comments. Comments, suggestions, questions or reports shall be given by the Mayor or presiding officer of the meeting.
- (l) Approve Payment of Bills. As provided in Section 2-31 of the Kemmerer City Code, no bills or claims against the city shall be allowed except as authorized by written requisition, except salaries of city officials, until approved by a majority of the council.
- (m) Adjournment. The council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall always be in order and decided without debate.

SECTION 2-11. PRESERVATION OF ORDER.

The mayor or presiding officer shall preserve order, prevent personal reflections, confine members in debate to the questions, and shall decide who shall be first heard when two (2) members arise at the same time. Any member of the council when called to order by the presiding officer shall at once suspend his/her remarks.

SECTION 2-12. RECOGNITION BY PRESIDING OFFICER.

Each council ~~member~~man before speaking on any question shall address himself/herself to the presiding officer by his/her proper title, and shall not proceed with his/her remarks until recognized and named by the presiding officer.

SECTION 2-13. MOTIONS - GENERALLY.

No question on a motion shall be debated or put to a vote unless the same be seconded. When a motion is seconded it shall be stated by the presiding officer before debate or action thereon. Any motion shall be reduced to writing by the council member~~man~~ making it, if the presiding officer or council member~~man~~ shall ask it.

SECTION 2-14. DIVISION OF QUESTION.

If the question before the council contains more than one (1) distinct proposition, any council member~~man~~ may have the same divided.

SECTION 2-15. REASON FOR VOTING.

Any member of the council may state his/~~her~~ reason for voting upon any question either immediately before or immediately after the vote is taken, but he/~~she~~ shall confine his/~~her~~ remarks to the subject under consideration.

SECTION 2-16. VOTING OF COUNCIL MEMBERS ~~MEN.~~

Each member of the council who shall be present when a question is to be voted upon shall vote thereon, unless they wish to abstain, other than for a conflict of interest~~excused therefrom by the council.~~ [Attorney checking state statute on this.] He/~~she~~ may, before the vote is called for, give his/~~her~~ reasons for not voting. If he/~~she~~ is directly interested in the question he/~~she~~ shall not vote. When he/~~she~~ is on trial he/~~she~~ shall not vote.

SECTION 2-17. RECORD OF AYES AND NAYS.

On the question of the passage of an ordinance or resolution the vote of the council shall be taken by ayes and nays and a record of the same shall be made upon the journal, which shall show how each member voted.

SECTION 2-18. CALL FOR AYES AND NAYS; RECORD; CHANGE OF VOTE.

The ayes and nays shall be taken at the request of a council member~~man~~, and a record of the same, together with the name of the council member~~man~~ calling for the division, shall be entered upon the journal, which shall show how each member voted. Any member can change his/~~her~~ vote previous to the announcement of the vote of the council.

SECTION 2-19. PRECEDENCE OF SUBSIDIARY MOTIONS.

When a question is before the council no motion shall be received, except as herein specified, which motion shall have precedence in the order stated as follows:

- (a) To adjourn.

- (b) The previous question.
- (c) To lay on the table.
- (d) To close debate at specified time.
- (e) To especially assign to a time certain.
- (f) To refer to a committee.
- (g) To amend.
- (h) To postpone indefinitely.

These several motions shall not be applied to each other, except that the motion to assign, refer, amend or to close debate at a specified time, may be amended; and the previous question may be demanded upon the amendment, which motion shall be decided without debate. When one (1) of these motions has been made, none of the other inferior to it in precedence shall be made, and in proceeding to vote motions pending shall be put in the order of their rank as above arranged. No motion or proposition or a subject different from that under consideration shall be admitted under color or amendment.

SECTION 2-20. MOTION TO ADJOURN.

A motion to adjourn the council shall always be in order, except:

- (a) When a member is in possession of the floor.
- (b) While a vote is being taken.
- (c) When adjournment was the last preceding motion.
- (d) When it has been decided that the previously question shall be taken.

A motion simply to adjourn cannot be amended; but a motion to adjourn to a time named may be amended and is open to debate.

The Mayor, Council President or other council member presiding or running the meeting, may adjourn the meeting without a motion when it's the next item on the agenda.

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SECTION 2-21. PREVIOUS QUESTION.

The previous question shall be in this form:

"Shall the main question now be put?" It shall only be admitted when demanded by a majority of the members present, and its effect shall be to put an end to all debate and bring the council to a direct vote, first upon pending amendments, and then upon the main question.

When the previous question is decided in the negative, it shall leave the main question under debate for the remainder of the meeting unless sooner disposed of by taking the question, or in some other manner.

SECTION 2-22. MOTION TO LAY ON THE TABLE.

A motion to simply lay a question on the table is not debatable. A motion to take the subject matter from the table may be proposed and carried into effect provided that two-thirds (2/3) of the councilmen present vote in favor thereof.

A motion to lay any particular proposition on the table shall apply to that proposition only.

SECTION 2-23. SPECIAL ORDER OF BUSINESS.

Any matter before the council may be set down as a special order of business at a certain time if two-thirds (2/3) of the councilmen present vote in the affirmative; but not otherwise.

When such time arrives, if the council is in session, the presiding officer or any council member may call up such special order, which shall then be considered.

SECTION 2-24. MOTION TO AMEND.

A motion to amend an amendment shall be in order; but one to amend an amendment to an amendment shall not be entertained.

An amendment modifying the intention of a motion shall be in order; but an amendment relating to a different subject shall not be in order.

SECTION 2-25. MOTION TO STRIKE OUT AND INSERT.

On an amendment to "strike out and insert" the paragraph or sentence to be amended shall be first read as it stands, then the words proposed to be struck out, and then

those proposed to be inserted and finally the paragraph or sentence as it would stand if so amended.

SECTION 2-26. INDEFINITE POSTPONEMENT.

When a motion is postponed indefinitely, it shall not be taken up again at the same

meeting.

SECTION 2-27. RECONSIDERATION.

A vote or question may be considered at any time during the same meeting, or at the first regular meeting held thereafter.

A motion for reconsideration being once made and decided in the negative, shall not be renewed, nor shall a vote to reconsider be reconsidered.

A motion to reconsider must be made and seconded by a member who voted in the majority.

SECTION 2-28. PETITION, COMMUNICATIONS, ETC.

Petitions, memorials and all communications and papers addressed to the council, mayor or presiding officer, or presented by a council member ~~man~~ in his/her place, may be read by the city clerk, city administrator, mayor or mayor's designee at the request of a council member ~~man~~ or the presiding officer.

All petitions, memorials, communications and papers which may be filed with, or delivered to the city clerk prior to the meeting of the council shall be laid upon the desk of the mayor or presiding officer.

SECTION 2-29. RECORD OF NAMES OF MOVERS OF MOTIONS.

In all cases where a motion is entered upon the journal of the council, the name of the member moving the same shall also be entered.

SECTION 2-30. JOURNAL OF PROCEEDINGS.

The city clerk shall keep a correct journal of the proceedings of the council, and shall cause councilmen and officers of the city to be informed of such duties as they may be charged with by the council, from time to time, and he shall perform such other duties as appertain to him/her as city clerk. He/she shall not allow the journal, records, accounts or papers to be taken from his/her table or out of his/her custody, except by the regular mode of business of the council, or by an officer authorized so to do; and if any paper in his/her charge shall be missing he/she shall report the fact to the presiding officer at once, in order that the loss may be investigated.

The journal of the proceedings shall be open to the public for inspection at all reasonable times.

SECTION 2-31. ALLOWANCE OF BILLS OR CLAIMS.

No bills or claims against the city shall be allowed except as authorized by written

requisition, except salaries of city officials, and until approved by a majority of the council.

SECTION 2-32. AMENDMENT OR REPEAL OF RULES.

The foregoing rules may be amended or repealed at a regular meeting of the council, provided that any proposed amendment or repeal has been proposed in writing at a previous meeting, and provided further that a majority of the council shall agree to the amendment or repeal.

ARTICLE III. ORDINANCES AND RESOLUTIONS

SECTION 2-33. ORDINANCES - MANNER OF ENACTMENT.

All laws of the city shall be enacted by the passage of ordinances, all of which shall be reviewed by the city attorney. All ordinances hereafter adopted and passed by the city council shall be introduced in writing or typewriting. Every ordinance, except emergency ordinances, shall have public reading on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance, except emergency ordinances. For an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (3/4) of the qualified members of the governing body. No franchise may be granted by emergency ordinance.

SECTION 2-34. ORDINANCES - FORM.

The style of all ordinances shall be "Be it ordained by the Mayor and City council of the City of Kemmerer, Wyoming". No ordinance, except one (1) making appropriations or one (1) for the codification of general revision of ordinances, may contain more than one (1) subject.

SECTION 2-35. ORDINANCE - VOTE REQUIRED.

- (a) A majority vote of all the qualified members of the city council shall be required for the passage of any ordinance.
- (b) Passage of an ordinance requires the affirmative vote of the majority of the qualified members of the governing body. Passage of an emergency ordinance requires the affirmative vote of three-fourths (3/4) of the qualified members of the governing body.
- (c) The mayor is entitled to sign or veto any ordinance passed by the governing body and to sign or veto any order, bylaw, resolution, award or vote to enter into any contract, or the allowance of any claim. A veto may be overridden by a vote of two-thirds (2/3) of all the qualified members of the council. If the mayor neglects or refuses to sign any ordinance and fails to return it with his/her

objections in writing at the next regular meeting of the governing body, it becomes law without his/her signature. The mayor may veto any item of any appropriation ordinance and approve the remainder thereof. The items vetoed may be passed over the veto as in other cases. The mayor does not have a vote in any matter involving the override of a veto.

SECTION 2-36. ORDINANCES - PUBLICATION, RECORDATION, EFFECTIVE DATE.

- (a) Every ordinance before becoming effective shall be published at least once in a newspaper of general circulation in the City of Kemmerer. Except that emergency ordinances shall become effective upon proclamation of the mayor, and as soon thereafter as practicable they shall be published and posted in the manner required of all ordinances.
- (b) Every ordinance shall, within a reasonable time after passage, be signed by the mayor and attested by the clerk and recorded in a book kept for that purpose. The attestation of the clerk shall show that the ordinance was duly published and posted.

SECTION 2-37. AMENDMENT OR REPEAL OF CODE PROVISIONS.

The amendment or repeal of existing provisions of this Code or the insertion of additional provisions in this Code shall be done in the following manner:

- (a) Ordinances amending existing sections shall designate, by section number, the sections which are affected and set out in full the entire ordinance or section as amended.
- (b) Ordinances repealing existing sections shall designate, by section number, the sections which are repealed.
- (c) Ordinances adding sections to the code shall designate where such sections are to be inserted.
 - (1) Section which should be placed between existing sections shall be numbered decimally as illustrated in the following example: An ordinance addition three (3) sections which should logically fall between Sections 1-2 and 1-3 would be numbered 1-2.1, 1-2.2 and 1-2.3 respectively.
 - (2) Ordinances adding new material not presently covered by a chapter heading in the code shall be inserted in alphabetical order between existing chapters based on the subject matter of the ordinance. The new chapter shall be numbered decimally as illustrated in the following

example: An ordinance adding a new chapter which should be inserted between existing Chapters 2 and 3 would be numbered 2.1 with the individual sections of such chapter being number 2.1-1 et seq.

- (3) Nothing in subsection (c) of this section shall be interpreted as prohibiting the rearrangement of such additional materials by the official codifier of the city's ordinances in order to insure the proper codification of such ordinances.

SECTION 2-38. REPEAL OF REPEALERS.

The repeal of an ordinance which repeals a former ordinance or provision of this Code shall not revive the former ordinance or provision of this Code unless expressly so provided.

SECTION 2-39. RESOLUTIONS - REQUIRED.

Resolutions shall be used in every case where an ordinance is not required. Resolutions shall be appropriate in the following instances:

- (a) Setting fees;
- (b) Adoption of policy concerning employees, utility services or equipment;
- (c) Expressing the will, intent or opinion of the Council;
- (d) Authorizing the issuance of bonds;
- (e) And in every other case where it is deemed in the public interest that a full and permanent record be made and kept of the action of the city council.

SECTION 2-39.1. SUSPENSION OF CODE REQUIREMENTS.

The City Council may by majority vote of its members, approve, by resolution, the temporary suspension of one or more sections of the City Code upon a finding after a public hearing that said action is as a result of an actual emergency or will result in an economic and civic benefit to the citizens of the City of Kemmerer. The following code sections may be suspended for the duration of the emergency or for that period of time designated in the Council's resolution:

Sections 3-1, 3-2, 3-3 Advertising
Sections 5-6, 5-13 Animals
Chapter 6 Bicycles
Section 9-3 Fuel Storage
Section 9-4 Bonfires
Section 9-5, 9-6 Waste Materials

Sections 11-19 thru 11-22 Business Licenses
Section 12-3 R.V. Parks
Section 13-69 Snowmobiles
Section 15-4 Camping
Sections 17-15, 17-19 Junk Dealers
Sections 19-1, 19-3 Sidewalks/Obstructions
Sections 21-9 thru 21-17 Transient Merchants
Section 23-35 Livestock
Sections 23-42, 23-43 Signs
Section 23-49 Campers, Trailers, etc.

SECTION 2-40. RESOLUTIONS - NUMBERING, RECORDATION.

Resolutions shall be numbered consecutively giving first the calendar year; and shall bear a title which shall set forth in general terms its subject matter; shall contain a resolving clause; and shall bear the date, signature of the mayor, attestation of the city clerk and the city seal. The city clerk shall keep a permanent log book in which the original of each resolution considered, whether adopted or not, shall be kept.

SECTION 2-41. RESOLUTIONS - STYLE.

The style of a resolution shall be "Be it resolved by the City Council of the City of Kemmerer, Wyoming".

ARTICLE IV. PUBLIC CONTRACTS; CONFLICTS OF INTEREST

SECTION 2-42. CONTRACTS FOR PUBLIC IMPROVEMENTS - GENERALLY.

- (a) All contracts, except for professional, medical, legal or engineering services, for purchases of property or for any public improvement, contracts relating to the municipal water supply, public buildings and public places, and any other public work or improvement for the City of Kemmerer shall be advertised for bid when the cost exceeds ~~Seventy-Five Thousand Five Hundred~~ Dollars (\$75,0500.00) and if there is an automobile or truck for trade-in, it shall be included as a part of the advertisement and bid. [City Attorney getting proper language for WS 15-1-113 on quotes and proposals. City follows state statute on purchasing and also has Sole-Sourcing purchasing policy approved by Kemmerer City Council on 8-12-19, which would be best if turned into a resolution, and also has Local Preference Policy per Resolution 98-439 that may need to be referenced here.]
- (b) The advertisement shall be published on two (2) different occasions, at least seven (7) days apart, in a newspaper of general circulation in the City of Kemmerer.
- (c) The published notice shall recite the place, date and time when bids will be received and publicly opened and the place where interested persons may obtain complete specifications of work to be performed.
- (d) The contract shall be let to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the city council, provided, that the city council may reject all bids submitted when it finds that none of them would serve the public interest. In selecting the lowest responsible bidder the council shall comply with the provisions of Title 16, Chapter 6, Wyoming Statutes (1977 Repub. Ed.), as the same may from time to time be amended, which statutes afford "resident" Wyoming contractors a preference.
- (e) The successful bidder shall give the city a bond in a penal sum equal to the amount of his/her bid, with two (2) sureties for the faithful performance of his/her contract. The sureties shall be residents of the State of Wyoming, who own property in the state amounting in the aggregate to double the amount of the bond upon which they become sureties, however, any surety or guaranty company, duly qualified to act as surety or guarantor in this state upon executing individual bonds, shall be accepted in lieu of such sureties.

SECTION 2-43. CONTRACTS; OFFICERS NOT TO BE INTERESTED.

- (a) No qualified member of the city council of the City of Kemmerer or any member of that qualified member's immediate family may receive any monetary or other

economic benefit from any contract to which the City of Kemmerer or anyone for its benefit is a party. The obligation on the part of the City of Kemmerer is void in any contract in which a monetary or other economic benefit will be received by a qualified member of the city council or his/her family who does not comply with subsection (b) of this section. Any money paid on the contract may be recovered by the City of Kemmerer from any persons by an action brought in the name of the City of Kemmerer.

- (b) Subsection (a) of this section does not apply to any qualified member of the city council or any member of that qualified member's immediate family who may receive any monetary or other economic benefit from any contract made by the city council if the qualified member complies with the following:
- (1) The interested person shall not participate in the consideration or discussion relating to said contract, and
 - (2) The interested person shall not attempt to influence the members of the city council in any way relating to said contract, and
 - (3) The interested person shall reveal the nature and extent of any monetary or other economic benefit he/she or any member of his/her immediate family may receive to the other members of the city council prior to considerations on said contract, and
 - (4) The interested person shall not vote on the matter of granting said contract, and
 - (5) The interested person shall absent himself/herself during the consideration, discussion and vote on said contract and provided that the interested person shall not act, directly or indirectly, for the city council in inspection, operation, administration or performance under the contract in which he has such interest.

SECTION 2-44. WARRANTY AGAINST PROCUREMENT, ETC. OF PUBLIC CONTRACTS, LOANS, BOND ISSUES, AND GRANTS.

- (a) All public contracts entered into by the City of Kemmerer or coming within this Article shall contain the following warranty:

The City of Kemmerer, its mayor, council, engineer, attorney, and all other elected or appointed officers and agents warrant that none of the aforesaid nor either of them has been employed or retained to secure any public contract, loan, bond issue or grant from any agency whatsoever upon an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid for securing any of the above, except as provided below.

No contract for the procurement of special engineering, legal, architectural or any other special service shall be let, allowed or approved for a fee other than a reasonable fee based upon time and reasonable charges for labor and services actually done and provided and materials actually furnished.

- (b) For any contract which is in violation of this warranty, the City of Kemmerer shall:
 - (1) Annul such contract without liability on its part; or, in its discretion,
 - (2) Deduct from the contract for such services the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 2-45. CONFLICTS OF INTEREST - DISCLOSURE REQUIRED.

- (a) Any mayor, council member~~man~~, city administrator, city engineer, city attorney or any person holding any appointed power
 - (1) who shall, during the time he may occupy such office or hold such appointing power and discharge the duties thereof, be interested directly or indirectly, in any contract for the construction of any city building, or work of any kind, erected or built for the use or benefit of the city in which he exercises any official jurisdiction; or
 - (2) who shall bargain for or receive any percentage, drawback, premiums, or profits, or money whatever on any contract, or for the letting of any contract or making any appointment wherein the city is concerned.

shall be deemed guilty of malfeasance in office and subject to removal in the manner provided by law.

- (b) If any such officer, official or person, as mentioned in subsection (a) hereof, shall be interested as aforesaid in any such contract, but shall disclose the nature and extent thereof to all contracting parties concerned therewith and shall absent himself/herself during the considerations and vote thereon and not attempt to influence any of the contracting parties and not act directly or indirectly for the City of Kemmerer in inspection, operation, administration or performance of any such contract, then the said acts shall not constitute malfeasance. It shall be the duty of the mayor and council to inform the Lincoln County and Prosecuting Attorney of all such facts and disclose all evidence pertaining to such malfeasance of which they have knowledge.
- (c) All contracts executed in contravention of the provisions of this section are void.

SECTION 2-46. CONTINGENT REVENUE SOURCES AND FINANCIAL OBLIGATIONS.

No entity legally associated with the City of Kemmerer, Wyoming, including but not limited to, the Kemmerer/Southwest Lincoln County Airport Board, the Kemmerer Downtown Improvement Corporation, the Kemmerer Volunteer Fire Department, or the Kemmerer Zoning Board, shall apply for any federal and/or state grants-in-aid, or other financial assistance, without first (1st) obtaining the consent of the Kemmerer City Council.

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 council members. The term of office of mayor is four (4) years and the term of office of council members is four (4) years, and until his/her successor is qualified.
- (b) The city council, consistent with the city's ability to pay, shall fix the salaries for mayor and council members. 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 Six Thousand Dollars (\$6,000.00) per year. The salary for a council member shall not be less than Ten Dollars (\$10.00) for actual attendance at each regular meeting, special meeting, or committee meeting. The salaries shall be set by Ordinance.
- (c) The Mayor's salary shall be Four Hundred and Fifty Dollars (\$450.00) per month.
- (d) The Council Member's salary shall be Twenty Five Dollars (\$25.00) for actual attendance per meeting.

SECTION 2-48. MAYOR - DUTIES AND POWERS, GENERALLY.

Unless otherwise provided the mayor shall:

- (a) Preside at all meetings of the city council; the president will preside in the mayor's absence as provided in Section 2-7;
- (b) Have superintending control of all officers and affairs of the city;
- (c) Take care that the ordinances and laws are complied with;
- (d) Administer oaths;

- (e) Sign commissions and appointments;
- (f) Sign all bonds, contracts and other obligations required to be signed in the name of the city.

DIVISION 2. OTHER OFFICERS

SECTION 2-49. APPOINTIVE OFFICERS - GENERALLY.

- (a) The selection and appointment of officers and employees of the City of Kemmerer shall be made in conformance with the Charter Ordinance approved and adopted by the City of Kemmerer in accordance with law on the 12th day of April, 1982, as the same may from time to time be amended; and the personnel policies of the City of Kemmerer, as the same may from time to time be amended.
- (b) The city council, by ordinance or resolution, may specify conditions for any office or position to which a person is appointed under this section including:
 - (1) Level or range of salary;
 - (2) A description of the duties and responsibilities of the position;
 - (3) Term of appointment;
 - (4) Requirements for:
 - i. Promotions
 - ii. Suspension; and
 - iii. Hearing of appeals from decisions of the mayor to remove or discharge an appointee other than members of a board or commission, after which the governing body may affirm, modify or reverse the decision of the mayor; and
 - (5) Other matters which are part of the personnel policies of the city.

SECTION 2-50. CITY TREASURER - DUTIES.

The duties of the city treasurer shall be as follows:

- (a) Receive all money derived for the benefit of the city, from any and every source, in each instance giving his/her official receipt therefor.
- (b) Disburse the same only on proper orders signed by the mayor, attested by the city clerk, and having affixed thereto the corporate seal. Such orders shall be paid in

the order of their issue. All orders and warrants on the city treasurer shall have specified therein the services or indebtedness for which same are drawn.

- (c) Keep permanent, accurate and complete accounts and records of all receipts, orders and warrants.
- (d) If, at any time, any orders and warrants are not paid for lack of funds, the city treasurer shall endorse the date of presentation across the back thereof, and the reason for nonpayment; and the holder of such order or warrant shall be entitled to receive interest thereon, at the lawful rate from such date until paid.
- (e) The city treasurer shall endorse upon or attach to every bond or other evidence issued by the city pursuant to law, a certificate that the same is within the lawful debt limit of the city and is issued pursuant to law. He/she shall sign such certificates in his/her official character.
- (f) The city treasurer shall at the end of each and every quarter and as often as required, render an account to the city council, under oath, showing the state of the treasury at the date of such account, amount of money remaining in each fund, amount paid therefrom, and the balance of the money in the treasury; he/she shall also accompany such accounts with a statement of all receipts and disbursements, together with all warrants redeemed and paid by him/her.
- (g) The city treasurer shall prepare and compile with the assistance of the mayor and city council and city officers, the annual budget as required by state law.
- (h) The city treasurer shall allow examination of his/her books, accounts, and vouchers by the city council or any elector of the city.
- (i) He/she shall also perform such other duties as may be required of him/her by the mayor or city council, or by law.

SECTION 2-51. CITY CLERK - DUTIES.

The duties of the city clerk shall be as follows:

- (a) Safely keep the corporate seal, papers, records and books belonging to the city.
- (b) Attend the meetings of the city council, recording the minutes thereof, which minutes, after approval of each meeting, shall be signed by the mayor, attested by the city clerk and have the city seal affixed.
- (c) Preserve consecutive record of all resolutions and ordinances passed by the council, promptly filing with each city department copies of any ordinance which may be of concern to such department; he/she shall also promptly file with the mayor a complete record of the titles of all ordinances, when the same are passed.

and an exact copy of each governing ordinance, or ordinance requiring law enforcement.

- (d) Attest the signature of the mayor and affix the seal of the city to: All minutes of council proceedings, all resolutions and new ordinances passed, all bonds and business licenses issued, and such other documents as shall be required.
- (e) Attest all orders and warrants upon the city treasurer keeping an accurate and permanent record thereof.
- (f) Keep a record of all outstanding bonds against the city, showing the number and amount of each, for and to whom such bonds were issued, and when any bonds are purchased, or paid, or cancelled, such record shall show the fact, and in his/her annual report he shall describe particularly the bonds issued and sold during the year, and the terms of sale, with each and every item of expense thereof.
- (g) Issue business licenses in accordance with this Code and the city ordinances.
- (h) Perform such other duties as may be required of him/her by the mayor or the city council, or by law.

SECTION 2-52. CITY ATTORNEY - DUTIES.

The duties of the city attorney shall be as follows:

- (a) He/she shall commence, prosecute and defend all suits to which the city is a party, in all courts of the city and state.
- (b) Prosecute all suits for the violation of any provision of this Code or other city ordinance.
- (c) Give his/her advice to the mayor and any member of the city council on legal questions arising that relate to the business of the city.
- (d) Draw contracts to which the city is a party as directed by the mayor, council or city administrator.
- (e) Revise, when necessary, all ordinances prior to their final passage by the council.
- (f) Draft and prepare all ordinances when so requested by the mayor or any member of the city council or city administrator.
- (g) Attend the meetings of the council when directed by the mayor, council or city

administrator.

- (h) Do all legal work relating to the city's business and perform such other duties as may be required of him/[her](#) by the mayor or the city council, or by law.

SECTION 2-53. CITY ENGINEER - DUTIES.

The duties of the city engineer shall be as follows:

- (a) He/[she](#) shall prepare maps, estimates, etc., when needed, or at the request of the mayor or council.
- (b) He/[she](#) shall make all surveys and establish grades for streets, sidewalks, curb and gutter and sewer installation.
- (c) He/[she](#) shall inspect the materials and workmanship of all curb and gutter and similar installations, supervise all such construction, and require the same to conform with certain specifications to be furnished by his/[her](#) office.
- (d) He/[she](#) shall issue such permits, when applied for, as may be authorized under this Code or other ordinances, or with the approval of the council in accordance with the provisions thereof.
- (e) He/[she](#) shall perform such other duties as may be required of him/[her](#) by the mayor or city council, or by law.

The city engineer may delegate such of his/[her](#) powers or duties to any of his/[her](#) assistants, as will render the maximum of service and efficiency in his/[her](#) department.

SECTION 2-54. DUTIES OF OTHER OFFICERS.

The duties of other appointive officers shall be as set forth under this Code or other ordinances pertaining to their respective departments.

SECTION 2-55. CITY ADMINISTRATOR - POWERS AND DUTIES.

- (a) The city council shall employ a city administrator, and fix compensation by contract or otherwise. The city administrator shall receive no other or additional salary for the performance of any of the duties required of him/[her](#) as city administrator. The city administrator is an employee and serves at the pleasure of the Governing Body, subject to the superintending control of the mayor. His/[her](#) salary may be changed from year to year, and he may be discharged and his/[her](#) employment terminated at any time by a majority vote of the city council.
- (b) The city administrator shall give a least thirty (30) days notice in writing to the

city council before resigning his/her position. If the position becomes vacant for any reason, the city council shall immediately proceed to employ another person. If there is a delay in securing a new city administrator, the mayor shall act as city administrator at no additional compensation. He/she shall be vested with the authority and charged with the duties and responsibilities of the city administrator until a replacement is hired and qualified.

- (c) The city council may employ experts to perform unusual or special services upon the recommendation of the city administrator or otherwise.
- (d) The city administrator shall appoint a city clerk, city treasurer, police chief, and such other employees as he/she deems necessary for the health, safety and - welfare of the city, subject to the review and approval of the governing body. All employees employed by the city administrator shall be selected on merit. He/she shall fix their salaries, by and with the consent of the city council consistent with the city's ability to pay. Said employees shall be terminated only for cause or on account of lack of funding or lack of work.
- (e) The city administrator shall attend all meetings of the city council and may recommend necessary and expedient measures. He/she shall prepare and submit to the city council reports required by it, or that he/she considers advisable. He/she shall keep the city council fully advised of the financial condition and its future needs. He/she shall prepare the budget annually, submit it to the city council and be responsible for its administration after adoption. He/she shall perform all du- ties imposed on him/her by the city council, not inconsistent with state law or city ordinances. The city administrator shall be the purchasing agent for the city.
- (f) The city administrator shall manage any utility owned and operated by the city. The city council shall fix all rates and compensation to be paid by consumers of water, sewer, sanitation, electric current or any service furnished by any other public utility owned or operated by the city. The city administrator shall make and enforce their collection, or for the protection of the property and rights pertaining to such public utilities.

**ARTICLE VI. RULES OF PRACTICE AND
PROCEDURE FOR ADMINISTRATIVE HEARINGS**

SECTION 2-56. DEFINITIONS.

The following definitions shall prevail in the construction of these rules.

Agency means all boards, commissions, authorities, departments, bureaus and officers of the city except the city council and the municipal court judge.

Contested Case means a proceeding including but not restricted to rate-makings, price fixing and licensing, in which legal rights, duties or privileges of a party are required by law to be determined by an agency after an opportunity for hearing.

License includes the whole or part of an agency permit, certificate, approval, registration, franchise, charter or similar form of permission required by law, but does not include a license required solely for the purpose of raising revenue for the city.

Licensing includes the agency process respecting the grant, denial, renewal, modification, revocation, suspension, annulment, withdrawal or amendment of a license.

Party means each person or agency named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party.

Person means any individual, partnership, corporation, association, municipality, governmental subdivision or private or public organization of a character not an agency.

Rule means each agency statement of general applicability that implements, interprets and prescribes law, policy or ordinances of cities and towns, or describes the organization, procedures, or practice requirements of any agency. The term includes the amendment or repeal of a prior rule, but does not include:

- (a) Statements concerning only the internal management of an agency and not affecting private rights or procedures available to the public; or
- (b) Intraagency memoranda; or
- (c) Agency decisions and findings in contested cases; or
- (d) Rules concerning the use of public roads or facilities which are indicated to the public by means of signs and signals; or
- (e) Ordinances of cities and towns.

SECTION 2-57. INITIATION OF CONTEST.

All contested cases to which these rules of practice and procedure apply shall be initiated either by the city council, agency, or by a contestee, upon a written verified petition wherein shall be alleged the acts or omissions from which the contestee is aggrieved or adversely affected. The petition shall be filed within ten (10) days of the act or omission, or discovery of the same, from which the petitioner is aggrieved or adversely affected.

SECTION 2-58. PETITIONS.

The verified petition shall be filed with the city clerk and shall set forth:

- (a) The name of the agency to which the petition is directed.
- (b) The name and address of each contestee and his/her attorney, if any.
- (c) The legal description and a plat plan of real property involved in the contest, if any.
- (d) A statement in ordinary and concise language, of the facts upon which the petition is based including reference of statutory law, ordinances, rules, regulations and orders, and including any instruments or regulations and orders, and including any instruments or documents, involved in the allegations therein contained.
- (e) A concise request or prayer for the specific relief desired.
- (f) Such other information as may be required from time to time by the city council or by any commission, board or agency of the city.

SECTION 2-59. SERVICE OF PETITION.

The petitioner shall cause to be served upon all agencies and persons named in the petition a full, true and correct copy thereof. Service shall be made personally or by registered or certified mail with return receipt thereof in accordance with the provisions of Rule 4, Wyoming Rules of Civil Procedure, provided, however, that personal service made within the City of Kemmerer may be made by a member of the Kemmerer police department. In the case of the agency service shall be made upon the mayor of the city council or the chairman of the board or commission involved. Proof of service shall be made in accordance with the provisions of said Rule 4.

SECTION 2-60. ANSWER.

The agencies or persons against whom the petition has been filed shall be allowed twenty (20) days from and after the date of service of the petition within which to file with the city clerk his, her or its answer or other appearance. A copy of such answer or other appearance shall be served upon the petitioner in accordance with the provisions of Rule 5, Wyoming Rules of Civil Procedure.

SECTION 2-61. DOCKET.

When a proceeding is instituted by the filing of a petition as herein provided, the city clerk shall assign it a number and enter it with the date of its filing on a separate page of a docket provided for that purpose. The city clerk shall keep separate dockets for all agencies and shall establish a separate file for each docketed case, in which shall be placed all pleadings, documents, papers, transcripts, evidence and exhibits pertaining thereto, and all such items shall have noted thereon, the docket number assigned, and the date of filing. There shall be a filing fee in the amount of Five Dollars (\$5.00) which

shall be paid to the city clerk at the time of filing of the verified petition.

SECTION 2-62. DEFAULT.

In the event of failure of either the council, commission, board or agency as the case may be, or any contestee to answer or otherwise appear within the time allowed by these rules, and provided that Section 2-57 hereof has been complied with, said agency or contestee so failing to answer or otherwise appear, shall not be allowed to answer or otherwise appear thereafter and after written notice to the petitioner, the proceeding will be brought before the agency to which it was presented for consideration and appropriate action.

SECTION 2-63. DISPOSITION WITHOUT HEARING.

Any proceeding initiated hereunder may be concluded by stipulation, agreed settlement, consent order or default of the parties or motion and order of dismissal if such disposition is approved by the agency before which it was initiated. If a proceeding is so disposed of, an appropriate order shall be entered and included in the case record.

SECTION 2-64. MOTIONS.

The agency before which the proceeding was initiated may, after ten (10) days notice given in accordance with Section 2-65 hereof, hear any motion filed in connection with any proceeding initiated pursuant to these rules.

SECTION 2-65. DISPOSITIONS AND DISCOVERY.

Any party to a proceeding initiated pursuant to these rules may take depositions and discovery in accordance with Section 16-3-107 (g), (h), Wyoming Statutes annotated (1977 Repub. Ed.), as the same may be from time to time amended or modified.

SECTION 2-66. PRE-HEARING CONFERENCE.

Prior to the day of hearing, the agency before which the proceeding was initiated may direct the parties to the proceeding or their attorneys to appear before the agency for a pre-hearing conference.

SECTION 2-67. HEARING.

After the issues of the case have been jointed the agency before which the proceeding was initiated shall set a date, time and place for hearing. The agency shall give notice of hearing to all parties to the proceeding in accordance with the provisions of Section 16-3-102, Wyoming Statutes annotated (1977 Repub. Ed.) as the same may from time to time be amended or modified. Such notice shall be given personally or by certified or registered mail with return receipt thereof not less than fifteen (15) days prior to the date of the hearing. If notice of hearing is given by mail, the computation of time shall begin

to run on the date the notice is deposited in the United States mail. All issues and matters involved in a proceeding shall be presented on behalf of the council, commission, board or agency, as the case may be, by an officer or agent of such council, commission, board or agency as designated by it. Any contestee may be represented personally or by counsel subject to the provisions of Section 2-70 hereof.

SECTION 2-68. SUBPOENAS.

The presiding officer of the agency before which a proceeding is initiated pursuant to these rules shall, upon written request of any party to the proceeding, issue subpoenas for appearance or to produce books, papers, or other documents or subpoenas duces tecum in accordance with the provisions of Section 16-3-107 (c), (d), (e), (f). Wyoming Statutes annotated (1977 Repub. Ed.), as may from time to time be amended or modified.

SECTION 2-69. ORDER OF PROCEDURE AT HEARING.

As nearly as may be, hearings shall be conducted in accordance with the following order of procedure:

- (a) The presiding officer of the agency before which the hearing is being conducted shall announce that the hearing is convened upon the call of the docket number and title of the matter to be heard and shall direct the reading into the record of the formal notice of hearing given by the agency, and shall note for the record all subpoenas issued and all appearances of record including contestees and their counsels of record.
- (b) The petitioner or his/~~her~~ or its agent or attorney shall be allowed to make an opening statement to briefly explain his position to the agency and to outline the evidence he/she proposes to offer.
- (c) The petitioner or his, her or its agent or attorney shall thereupon proceed to present his, her, or its evidence. Witnesses may be cross-examined by the other parties and may be examined by members of the agency. All exhibits offered by and on behalf

of the Petitioner shall be marked by letters of the alphabet beginning with "A".
- (d) The other party or parties shall, in the order of answers or appearances made, be heard in the same manner as the petitioner.
 - (1) They shall be allowed to make an opening statement in the same manner and for the same purpose as the petitioner.
 - (2) Their evidence, witnesses and exhibits shall be presented and heard in the same manner as allowed the petitioner and their exhibits shall be marked by numbers beginning with "1".

- (e) The agency may, in its discretion, allow evidence to be offered out of order.
- (f) At the conclusion of the presentation of the other party's evidence, the petitioner may present rebuttal evidence.
- (g) At the conclusion of the petitioner's rebuttal evidence, or if there is no rebuttal evidence, at the conclusion of the other party's evidence, the chairman of the agency shall declare the evidence closed.
- (h) Closing statements will be made in the following sequence:
 - (1) Petitioner.
 - (2) Other party or parties.
 - (3) Petitioner in rebuttal.

The time for oral argument or closing statement may be limited by the agency.

- (i) After all the proceedings have been concluded, the agency shall declare the hearing closed. Any party may tender briefs of law to the agency and the agency may call for reasonable time within which to prepare and submit briefs to aid the agency in arriving at a decision. The agency shall take the case under advisement and shall declare that its decision will be announced within a reasonable time, not to exceed twenty (20) days, following consideration of all the matters presented at the hearing.

SECTION 2-70. WITNESSES TO BE SWORN.

All persons testifying at any hearing pursuant to these rules shall stand and be administered the following oath by either the presiding officer or secretary of the agency:

"Do you swear (or affirm) to tell the truth, the whole truth and nothing but the truth in this hearing now before the (name of agency)?"

SECTION 2-71. APPLICABLE RULES OF CIVIL PROCEDURE TO APPLY.

- (a) The following rules of practice and procedure contained in the Rules of Civil Procedure of the State of Wyoming insofar as the same may be applicable and not inconsistent with the laws of the State of Wyoming in matters before an agency and applicable to the rules, orders and regulations promulgated by an agency under such laws, shall apply: 4(c) (d) (m) (1) (2) (i, ii, iii, v) (n); 5; 6; 10; 11; 17(a); 20; 26; 28 through 37 (excepting Rule 37 (b) (1) and 37 (b) (2) (iv) therefrom); 45; and Rule 12 Wyoming Rules of Appellate Procedure, all as the same may be from time to time amended or modified.

- (b) Such other Rules of Civil Procedure of the State of Wyoming as may be applicable and not inconsistent with the laws of the State of Wyoming in matters before the agency shall also apply.

SECTION 2-72. ATTORNEYS.

The filing of an answer or other appearance by an attorney constitutes his/her appearance for the party for whom the pleading is filed. The agency before which the proceeding is initiated shall be notified in writing of his/her withdrawal from any hearing. Any person appearing before an agency at a hearing in a representative capacity shall be precluded from examining or cross-examining any witness unless such person shall be an attorney licensed to practice law in the State of Wyoming, or a non-resident attorney associated with a Wyoming attorney qualified to practice law in the State of Wyoming. This rule shall not be construed to prohibit any person from representing himself/herself in any hearing before an agency.

SECTION 2-73. RECORD OF PROCEEDINGS - REPORTERS.

When oral testimony of witnesses is taken in contested cases before an agency, the proceedings, including all testimony, shall be reported verbatim by a competent reporter or by other reliable and appropriate means. The compensation of such reporter shall be paid by the unsuccessful party or as otherwise ordered by the agency. If a transcript of testimony is required in the subsequent agency deliberations, the cost thereof shall be furnished to the agency by the unsuccessful party.

SECTION 2-74. DECISIONS, FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER.

The agency before which the hearing is conducted shall, following the full and complete hearing, make and enter a written decision and order in all contested cases, in accordance with the provisions of Section 16-3-110, Wyoming Statutes annotated (1977 Repub. Ed.), as amended. Such decisions and orders shall be filed with the agency and will, without further action, become the decision and order as a result of the hearing. Forthwith upon entry and filing, the agency shall send a copy by prepaid mail to each party or their attorneys of record.

SECTION 2-75. RATE MAKING, PRICE FIXING AND LICENSING.

In all contested cases conducted in accordance with these rules of practice and procedure, the subject of which is rate making, price fixing or licensing, the decision of the agency before which the proceeding is initiated shall be final and shall not be subject to review or re-hearing by such agency. Subsequent petitions requesting the same or similar relief shall not be accepted by the city clerk or considered by an agency subject to these rules for a period of six (6) months following the entry of the decision of the agency before which the original proceeding was initiated.

SECTION 2-76. APPEALS TO DISTRICT COURT.

Appeals to the District Court from decisions of an agency are governed by Section 16-3-114, Wyoming Statutes annotated (1977 Repub. Ed.), and Rule 12 of the Rules of Appellate Procedure promulgated by the Supreme Court of the State of Wyoming, as the same may from time to time be amended or modified.

SECTION 2-77. TRANSCRIPT IN CASE OF APPEAL.

In case of an appeal to the District Court, the party appealing shall secure and file a transcript of the testimony and all other evidence offered at the hearing which transcript must be verified by the oath of the reporter who took the testimony as a true and correct transcript of the testimony and other evidence in the case. The compensation of the reporter for making the transcript of the testimony and all other costs involved in such appeal shall be borne by the party prosecuting such appeal.

SECTION 2-78. WYOMING ADMINISTRATIVE PROCEDURE ACT.

In all proceedings before an agency pursuant to these rules, the Wyoming Administrative Procedure Act (16-3-101 through 16-3-115, Wyoming Statutes annotated [1977 Repub. Ed.], as the same may from time to time be amended or modified) shall apply. If a conflict arises between said Act and these rules, the Act shall supersede these rules.

SECTION 2-79. SEVERABILITY.

If any provision of these rules or the application thereof to any persons or circumstance is held invalid, such invalidity shall not affect other provisions or applications of these rules which can be given effect without the invalid provision or application and to this end the provisions of these rules are severable.

SECTION 2-80. AMENDMENTS.

Amendments to these rules shall be promulgated and become effective as provided in Section 16-3-103, Wyoming Statutes (1977 Repub. Ed.), as the same may from time to time be amended or modified.

ARTICLE VII

SECTION 2-81. SCOPE.

- (a) Whenever an appeal to the city administrator is provided in this Code or by ordinance, the procedure set out hereinafter shall be followed.
- (b) Appeals from decisions of the city engineer under the Building, Plumbing and Fire Codes and the Plumbing Licensing Code shall be governed by this Article.

- (c) Hearings before the city administrator pursuant to proposed suspension or revocation of a license, except for a liquor license, shall be governed by this Article.

SECTION 2-82. TIME.

Requests for hearings and notices of appeal must be made in the time allowed by code section or ordinance providing for the hearing or appeal.

SECTION 2-83. NOTICE OF APPEAL; REQUEST FOR HEARING.

- (a) The notice of appeal or request for hearing shall include the following, in the following order:
 - 1. The decision being appealed or contested and the date thereof.
 - 2. The basis and reasons for appeal or contest.
 - 3. The facts supporting the appeal or contest.
 - 4. A summary of argument(s) supporting the appeal or contest.
 - 5. The relief requested.
- (b) Upon written request and for good cause the city administrator may allow up to an additional twenty (20) days in which to submit the information required in the notice of appeal or request for hearing.
- (c) The city administrator shall, upon receipt, provide a copy of the notice of appeal or request for hearing to the person whose decision is being appealed or contested. Such person shall submit a written position paper to the city administrator within seven (7) days, setting forth all facts supporting his/her decision, the basis for such decision and a summary of argument(s) supporting the decision. Upon written request and for good cause the city administrator may allow up to an additional ten (10) days for submittal of the position paper.

SECTION 2-84. HEARINGS.

- (a) The city administrator shall set hearings as soon as practicable, but will attempt to set such hearings no later than two (2) weeks from the receipt of the notice of appeal or request for hearing; provided, however, in the event the aggrieved party requests time to conduct discovery, the hearing shall be scheduled in a manner to reasonably accommodate such requests.

- (b) If the parties to the contest agree, hearing may be waived and decision rendered upon the written submittals. Such decision shall be in writing and shall set forth the city administrator's findings and ruling; the aggrieved party shall be notified of the decision by certified mail, return receipt requested. Appeal of the decision may be made as provided hereinafter.

SECTION 2-85. HEARINGS - GENERAL PROCEDURE.

- (a) If hearing is not waived, the city administrator shall, after receipt of the written submittals, serve the aggrieved parties personally or by mail with notice of the hearing, which shall set forth:
 - i. time, place and nature of hearing;
 - ii. the legal authority and jurisdiction under which the hearing is to be held; and
 - iii. the statutes, code section(s), ordinance(s) or rules involved.
- (b) Discovery may be had in accordance with 16-3-107, W.S.
- (c) Upon application by a party to the proceeding, the city administrator is hereby empowered to, and shall, issue a subpoena requiring the appearance of a witness for purposes of deposition and/or hearing. Subpoenas may be enforced as provided by W.S., 16-3-107(f).
- (d) All parties shall be afforded the opportunity to respond, present evidence and argument on all issues involved.
- (e) Any aggrieved party, or witness, may be represented by an attorney, at such party's, or witness's, own cost.
- (f) Hearings before the city administrator shall be tape recorded; the proceedings may be transcribed at the cost of the party requesting such transcription.

SECTION 2-86. HEARINGS - EVIDENCE.

- (a) The city administrator shall exclude all irrelevant, immaterial or unduly repetitious evidence.
- (b) The city administrator shall give effect to the rules of privilege as recognized by law.
- (c) Documentary evidence may not be received in the form of copies or excerpt, if the original is not available. Upon request, parties shall be given the opportunity

to compare the copy with the original.

- (d) A party, or his/her attorney, may conduct cross-examination as required for a full and fair disclosure of the facts.
- (e) A party is entitled to confront all opposing witnesses.
- (f) Notice may be taken of all judicially recognizable facts. The parties shall be notified either before, during or after the hearing, but before decision and ruling, of any material facts so noticed and they shall be given a reasonable opportunity to respond.

SECTION 2-87. HEARINGS - BRIEFS AND ARGUMENT.

- (a) The city administrator shall consider the whole record or any portion stipulated to by the parties.
- (b) Upon request, a party shall be given the opportunity to file a brief referencing the evidence presented, applicable law and concise argument.
- (c) The city administrator in his/her sole discretion may allow oral argument at the close of the evidence.

SECTION 2-88. HEARINGS - POWERS OF CITY ADMINISTRATOR.

The city administrator at hearings provided for herein shall have the power to:

- i. administer oaths and affirmatives;
- ii. issue subpoenas;
- iii. rule upon offers of proof and receipt of evidence;
- iv. regulate the course of the hearing;
- v. hold conference(s) for settlement or simplification of issues;
- vi. dispose of procedural requests of similar matters; and
- vii. examine or cross examine witnesses, subject to the opportunity of the parties to cross examine.

SECTION 2-89. APPEAL OF FINAL DECISION.

The final decision and ruling of the city administrator may be appealed to the mayor and

council. Such appeal must be filed in the office of the city clerk no later than ten (10) days from service of the final decision and ruling.

ARTICLE VIII. SALE OF PROPERTY FOR DELINQUENCY, SPECIAL ASSESSMENT.

SECTION 2-90. SALE OF PROPERTY

If an assessment or any installment thereof is delinquent, the City may sell said property as described in the assessment roll as provided by ' 15-6-410 W.S. or any other applicable law.

Old
Business
(b)

AGENDA ITEM # ~~b~~ ^{OLD} NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: ~~June 9th, 2025~~
June 23, 2025

SUBJECT: 2nd Reading Ordinance 2025-899 granting to Questar Gas Company, dba Enbridge Gas Wyoming a franchise for the construction, operation and maintenance of a gas distribution system in the City of Kemmerer.

DESCRIPTION/JUSTIFICATION:

Our Franchise with our natural gas utility, Questar, now doing business as Enbridge Gas Wyoming, has expired, and needs to be renewed.

This has previously been done by ordinance and the original ordinance is attached, as well as the language for the new ordinance. At least two items that should be discussed:

- 1) the Franchise fee, which in our most recent Ordinance 97-754 was two percent (2 %) of Gross Revenue derived from the sale and use of natural gas used within the corporate limits of the City, and whether that should/could be added and raised; and
- 2) the new language in section 14 asking the City to waive any type of bond requirement. The City has required bond permits for other utilities such as Rocky Mountain Power and Allwest, which protects us if we are not satisfied with the impact of replacement, repair, testing, and relocations that typically occur from time to time.

In our June 9th meeting, it was asked if the bond was necessary. In checking with other Cities, the City of Rock Springs also requires a bond to protect themselves from excavation costs (cuts to the streets for example). I am checking on the amount of bond they require. Suggestions were made about the bonding/permit fees language in section 14 and have been added.

It was also suggested that section 16 regarding contamination should be stricken due to the risk to the City and it not necessarily being our responsibility.

I have also checked with our municipalities on the typical terms, and one had a 5-year and one a 15-year term. This agreement has an initial term of 20 years. I suggest and have written an initial 5-year term, given that changes can happen in legislation and a future council may want to weigh in on any changes in the regulatory environment or in the costs to the city of providing any easement.

I have also inquired with Enbridge about what we are currently charging for our franchise fee and staff has researched the amount we get annually from our franchise fees. Enbridge is researching the % to confirm. Whatever the fee, here is what we received in previous fiscal years:

--FY 23-24 the City received \$38,663.62 from Dominion Energy in franchise taxes.
--FY 24-25 the City has received \$30,526.06 from Dominion Energy in franchise taxes.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 2nd Reading, Ordinance 2025-899 granting Questar Gas Company, dba Enbridge Gas Wyoming a franchise for the construction, operation and maintenance of a gas distribution system in the City of Kemmerer.

Attachments Provided: Yes No

Submitted by: Brian Muir, City Administrator



**QUESTAR GAS COMPANY D/B/A
ENBRIDGE GAS WYOMING
WYOMING NATURAL GAS TARIFF**

**P.S.C. Wyo. No. 5
Original Page 76**

LOCAL CHARGES

Some municipalities have imposed franchise, license, or utility revenue taxes or other local charges on natural gas service. If the charge is over one percent, each customer within the corporate limits of the municipality will be billed a separately itemized local charge derived by applying the percentage amount over one percent to the customer's bill for gas service. The Company collects these local charges on natural gas service for each municipality through its billing process, and remits them to each municipality with the filing of periodic revenue reports.

City	Local charge in excess of 1%
Green River	1%
Rock Springs	1%
Kemmerer	1%

COUNTY AND STATE SALES TAX

Within certain counties, a county sales tax is imposed on natural gas service. In all areas in which the Company operates, a state sales tax is imposed on natural gas service. The amount of taxes charged is derived by applying the total tax percentage to the customer's bill for gas service. The total tax is itemized separately on the customer's bill.

ORDINANCE NO. 2025-899

DATE: _____

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY, DBA ENBRIDGE GAS WYOMING A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN THE CITY OF KEMMERER, LINCOLN COUNTY, STATE OF WYOMING.

Questar Gas Company, dba Enbridge Gas Wyoming, a Utah corporation (Enbridge Gas Wyoming) desires to construct, maintain and operate a gas distribution system within the City of Kemmerer, Wyoming (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Enbridge Gas Wyoming to use the roads and streets within the City for such purpose;

NOW THEREFORE the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Enbridge Gas Wyoming a nonexclusive franchise (Franchise) to construct, maintain and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, “Streets”) a distribution system for furnishing natural and manufactured gas to the City and its inhabitants for heating and other purposes. Enbridge Gas Wyoming shall have the right to erect, construct, equip and maintain along, over and under the Streets a system of mains, pipes, laterals and related equipment (“Facilities”) as are reasonably necessary for supplying gas service in accordance with this Franchise.

2. **Consideration.** In consideration of this Franchise, Enbridge Gas Wyoming shall pay to the City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

3. **Term.** This Franchise is granted for an initial term of ~~twenty~~ (520) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of ~~five~~ ~~fifteen~~ (15) years each. The City may terminate the Franchise at the end of the initial term, or any renewal period, by giving Enbridge Gas Wyoming written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance.** Within sixty (60) days after the passage of this ordinance, Enbridge Gas Wyoming shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. All Facilities that are installed during the term of the Franchise shall be sited without unreasonable additional cost to Enbridge Gas Wyoming to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

Enbridge Gas Wyoming shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

6. **Compliance with Ordinances – Conflict.** Enbridge Gas Wyoming shall comply with all City ordinances, regulations and requirements and shall pay all applicable excavation

fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Enbridge Gas Wyoming, including this Franchise and any lawful revisions made and accepted by Enbridge Gas Wyoming during the term of the Franchise.

The City shall have the right to inspect the construction, operation and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event Enbridge Gas Wyoming should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give Enbridge Gas Wyoming written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of Enbridge Gas Wyoming to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Enbridge Gas Wyoming including any minimum cost provided by ordinance. Nothing in this Franchise limits Enbridge Gas Wyoming's right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the City or Enbridge Gas Wyoming, as reasonably necessary, Enbridge Gas Wyoming and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future

capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8. **Relocation.** Upon written notice to Enbridge Gas Wyoming, the City may require the relocation and removal or reinstallation (collectively, “Relocation”) of any Facilities located in, on, along, over, across, through, or under any of the Streets located within the City Right-of-Way. After receipt of such written notice, Enbridge Gas Wyoming shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City’s requirements and that the City provide Enbridge Gas Wyoming with a reasonable new location for the Facilities. The Relocation of Facilities by Enbridge Gas Wyoming shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Enbridge Gas Wyoming franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City’s expense. Enbridge Gas Wyoming shall not pay any costs of relocation regardless of the location of the right-of-way for projects and purposes related to private development. Following Relocation of any Facilities, Enbridge Gas Wyoming may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Enbridge Gas Wyoming up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds.

Notwithstanding the preceding paragraph, Enbridge Gas Wyoming shall be responsible for any costs associated with an authorized City project that are not attributable to Enbridge Gas Wyoming's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

9. **Terms of Service.** Enbridge Gas Wyoming shall furnish gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Enbridge Gas Wyoming, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Enbridge Gas Wyoming may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Enbridge Gas Wyoming shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Enbridge Gas Wyoming's rules and regulations.

10. **Indemnification.** Enbridge Gas Wyoming shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the exercise by Enbridge Gas Wyoming of its rights under this Franchise, and Enbridge Gas Wyoming shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, Enbridge Gas Wyoming shall not be obligated to indemnify, defend or hold the City

harmless to the extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

11. **Assignment.** Enbridge Gas Wyoming may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Enbridge Gas Wyoming, to any entity having fifty percent (50%) or more direct or indirect common ownership with Enbridge Gas Wyoming, or to any successor-in-interest or transferee of Enbridge Gas Wyoming having all necessary approvals, including those from the Wyoming Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Enbridge Gas Wyoming shall not transfer, assign or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld or delayed. Inclusion of the Franchise as an asset of Enbridge Gas Wyoming subject to the liens and mortgages of Enbridge Gas Wyoming shall not constitute a transfer or assignment requiring the City's prior written consent.

12. **Designation of Representative.** The Parties respective designated representatives authorized to receive and respond to issues and inquiries by the other Party in connection with the Franchise are set forth below. The Parties may designate a new representative from time to time upon prior written notice to the City.

Questar Gas Company
Attn: [REDACTED]
P.O. Box 45360
Salt Lake City, Utah 84145-0360
Phone: 801-324-[REDACTED]
Fax: 801-324-[REDACTED]

Name: _____
Attn: _____

Phone: _____
Fax: _____

13. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any City ordinances.

14. **Bonding/Permit fees.** The City expressly waives any type of bond requirement for Enbridge Gas Wyoming for City requested relocations ~~as well as Enbridge Gas Wyoming replacement, repair, testing, or maintenance projects within the City right of way.~~ Further, the City expressly waives any type of required permitting fees for City requested relocations ~~as well as Enbridge Gas Wyoming replacement, repair, testing, or maintenance projects within the City right of way.~~ The waiver of the foregoing bond and permitting fee requirements shall not include projects related to private development in which case the City shall accept required bond and fees from the owner, developers, or contractor requesting the project. The City may require a bond from Enbridge Gas Wyoming for any replacement, repair, testing, or maintenance projects within the City right of way. [Amount of bond to be?]

15. **Subcontractors:** Enbridge Gas Wyoming may subcontract with third parties, at its sole discretion, for the provisions of any of the services contemplated by this Agreement, and so doing does not create or pose third-party beneficiary status upon City.

~~16. **Contamination:** If Enbridge Gas Wyoming encounters any contaminated soil or groundwater during the Work that requires remediation or disposal, or poses a hazard as determined solely by Enbridge Gas Wyoming, Enbridge Gas Wyoming may suspend the Work until the contamination is removed, disposed of, and/or appropriately remediated to Enbridge Gas Wyoming's satisfaction and at no cost to Enbridge Gas Wyoming. Upon written notice to the City, if Enbridge Gas Wyoming elects to remediate the contamination, City shall pay all~~

~~costs incurred by Enbridge Gas Wyoming arising from or caused by the remediation as
Additional Construction Costs.~~

~~17.16.~~ **Safety/Emergency Access:** At all times, Enbridge Gas Wyoming shall have immediate access to, and authorization to perform whatever action necessary to its Facilities in the event of an emergency or under any circumstances where the safety of any person or property may be compromised. In such event, Enbridge Gas Wyoming shall notify the City as quickly as practicable as circumstances dictate.

~~18.17.~~ **Ownership of Facilities:** The Facilities that Enbridge Gas Wyoming constructs to render natural gas service shall at all times remain solely the property of Enbridge Gas Wyoming. Enbridge Gas Wyoming may render services from these Facilities and otherwise utilize them as it sees fit without liability of any kind, or obligation to any party.

~~19.18.~~ **Minimum Distance:** City shall not install and shall not permit the installation of any underground facilities within three (3) feet horizontally or one foot vertically from Enbridge Gas Wyoming's Facilities. City shall not install and shall not permit the installation of any above-ground structures within fifteen (15) feet of Enbridge Gas' Facilities.

~~20.19.~~ **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

~~21.20.~~ **Natural Gas Service:** This Agreement is for natural gas facilities only and is not an agreement to provide natural gas service. Upon completion of the Facilities, Enbridge Gas Wyoming shall provide natural gas service utilizing the Facilities in accordance with Enbridge Gas Wyoming Natural Gas Tariff ("Tariff") on file with the Wyoming Public Service Commission ("Commission") as may be revised from time to time. No Party shall be

precluded from this Agreement from petitioning the Commission for modification of any applicable rate schedules or rules and regulations pertaining to natural gas service. Nothing in this Agreement shall be deemed to require Enbridge Gas Wyoming to install additional capacity to serve future needs.

~~22.21.~~ **Amendment.** This ordinance shall not be altered or amended unless mutually agreed upon in writing by Enbridge Gas Wyoming and the City.

~~23.22.~~ **Survival of Terms:** The Parties' obligations of indemnity and limitations of damages shall survive termination of this Agreement.

~~24.23.~~ **Waiver:** The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

~~25.24.~~ **Effective Date.** This ordinance shall become effective upon the date of acceptance by Enbridge Gas Wyoming as established above.

~~26.25.~~ **Entire Agreement:** This Agreement contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communication, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

~~27.~~^{26.} **Counterpart:** This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

~~28.~~^{27.} **Authority:** Each person signing this Agreement warrants that the person has full legal capacity power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

APPROVED and ADOPTED this _____ day of _____, 2023.

[CITY}

ATTEST:

City Recorder

By: _____
Mayor _____

City Council Members

Yea

Nay

Abstaining

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company, dba Enbridge Gas Wyoming accepts the franchise for the construction, operation and maintenance of a gas distribution system granted by the Council of the City of _____, _____ County, State of Wyoming, as evidenced by an Ordinance and adopted by the Mayor and Council on _____, 20___. Questar Gas Company, dba Enbridge Gas Wyoming accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise. This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah this _____ of _____, 2025.

QUESTAR GAS COMPANY,
dba ENBRIDGE GAS WYOMING

Judd Cook
Vice President and General Manager of
Western Distribution

ORDINANCE NO. 97-754

AN ORDINANCE GRANTING TO WYOMING INDUSTRIAL GAS COMPANY, A CORPORATION OF THE STATE OF WYOMING, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE FOR THE CONSTRUCTION AND OPERATION OF A GAS DISTRIBUTION SYSTEM IN THE CITY OF KEMMERER, LINCOLN COUNTY, STATE OF WYOMING, FOR A TERM OF 25 YEARS, AND FIXING AND PRESCRIBING CONDITIONS AND TERMS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KEMMERER, LINCOLN COUNTY, WYOMING:

Section 1. Grant of Franchise

That there is hereby granted to Wyoming Industrial Gas Company, a Wyoming Corporation, its successors or assigns, hereinafter called Grantee, the right, privilege and franchise to construct, maintain and operate in the present and future streets, alleys and parkways, and other public places in that portion of the incorporated City of Kemmerer, Wyoming, within the city limits as now existing or subsequently extended, a system of gas mains, supply lines and laterals and with all necessary or desirable appurtenances thereto, for the purpose of supplying gas for light, heat, power, industrial and other purposes to Kemmerer, Wyoming, the inhabitants thereof, and persons and corporations beyond the corporate limits thereof, for the term and under the conditions hereinafter set forth.

Section 2. Company Excavations and Relocations

A. The Company shall have the right to excavate in, occupy and use any and all such streets, alleys, viaducts, bridges, roads, lanes, public ways and other public places subject to the conditions and requirements of the ordinances and rules and regulations of the City.

B. Whenever the City shall, in the interest of public convenience, necessity, health, safety or welfare, and after consultation with the Company, require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way or public property of the City, it shall be the obligation of the Company, upon notice of such requirement to promptly commence work to remove or relocate or reinstall such property as may be reasonably necessary to meet the requirements of the City. Such relocation, removal or reinstallation by the Company and all rights to reimbursement shall be as provided in the applicable Rules and Regulations of the Public Service Commission.

C. All mains, pipes and laterals shall be so laid as to interfere as little as possible with traffic over the streets and alleys.

erected and maintained by the Grantee; and in the event of injury to any person or damage to any property by reason of construction, operation or maintenance of the gas distribution system of Grantee, the Grantee shall indemnify and keep harmless the City of Kemmerer from any and all liability in connection therewith.

Section 9. Failure to Comply

In the event of said company, its successors or assigns, violating or failing to conform substantially to any of the conditions and requirements contained in this Ordinance, after receiving written notice by certified mail and at least thirty days to address such issues, and reasonable time therefor, then it shall, at the option of said City, forfeit to the City of Kemmerer all of the rights and franchises acquired under this Ordinance.

Section 10. Franchise Fee

A. As further consideration for this franchise, and in lieu of all municipal occupation or license taxes upon the Grantee, which provides for the use by the Company of the streets and other public places within the City, the Company shall pay to the City a Franchise Fee in the amount of two percent (2 %) of the Gross Revenue, as defined below in subsection (D).

B. Within forty-five (45) days after the close of each quarter in each calendar year, the Company shall file with the City's Treasurer, a report of such Gross Revenues for such quarter, together with a check for the amount due. Such report shall contain a statement of Gross Revenues and any deductions made because of adjustments or corrections as herein provided. Within thirty (30) days from the submission of the statement of Gross Revenues and Franchise Fee owing, or within such reasonable additional time as he may request, the Treasurer shall investigate the statement and determine the accuracy of the amounts reported, and if the Treasurer finds any mathematical errors, report them to the Company for correction, If the Franchise Fee as paid shall be found deficient, the Company shall promptly remit the difference, and if the Fee as paid be found excessive, the City shall promptly refund the difference. In the event of a disagreement, the Company shall make payment under protest during the resolution of the dispute between the parties.

C. The records of the Company pertaining to the reports(s) required in this Section shall be open for inspection by the City and its duly authorized representatives for the purpose of verification.

D. "Gross Revenue" refers to any revenue of the Company derived from the sale and use of natural gas used within the corporate limits of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

Section 11. Indemnification

The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by the Company of its lines and appurtenances hereunder. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise, the exercise by the Company of the related

CONSENT TO ASSIGNMENT OF FRANCHISE

The City of Kemmerer, Wyoming, a municipality under the laws of the State of Wyoming, (City), hereby consents to the transfer or assignment of the Franchise For the Construction and Operation of a Gas Distribution System in the City of Kemmerer that was awarded by the City to Wyoming Industrial Gas Company, a Wyoming Corporation (Wyoming Industrial Gas) by ordinance 97-754 as enacted on June 9, 1997. The City specifically consents to the transferor assignment of the Franchise For the Construction and Operation of a Gas Distribution System granted to Wyoming Industrial Gas from Wyoming Industrial Gas to Questar Gas Company, a Utah Corporation (Questar) since satisfactory evidence has been shown to the City that Questar is financially responsible and capable of performing the obligations and duties specified in said ordinance.

The consent to the assignment is such that the Ordinance shall remain in full force and effect except that the last two (2) sentences of Section 12, concerning continued operation and maintenance of a local office within the corporate limits of the City of Kemmerer, be deleted and is hereby modified to comply and be in accord with the Stipulation and Agreement dated the 12th day of June, 2001 that was entered into between the City, Questar, Wyoming Industrial Gas, the City of Diamondville and the Consumer Advocate Staff of the Wyoming Public Service Commission and made part of the public record before the Wyoming Public Service Commission in Docket Nos. 30010-GA-01-56 and 30012-GA-01-43 (Record No. 6469).

This consent, as required by the underlying Franchise Ordinance, continues to be and is further conditioned upon Questar filing with the City Clerk of the City of Kemmerer, within ninety (90) days of the passage of this consent by the City, a written instrument, declaring Questar's acceptance of the terms and conditions of the Franchise Ordinance and its intention to be bound by and perform the same in accord with Section 6 of that Franchise Ordinance.

DATED this day of July, 2001.

CITY OF KEMMERER, WYOMING

BY: JIM CARROLL, MAYOR

ATTEST:

GLENDIA R. YOUNG, CLERK/TREASURER

DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS OF FRANCHISE ASSIGNMENT

Questar Gas Company, a Utah Corporation (Questar) hereby declares its acceptance of the terms and conditions of the Franchise For the Construction and Operation of a Gas Distribution

New
Business
(a)

AGENDA ITEM # a NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: June 23rd, 2025

SUBJECT: Grant of Easement at Airport to Allwest Communications, Inc.

DESCRIPTION/JUSTIFICATION:

Allwest Communications has applied for a grant to run fiber to the Kemmerer Airport at no cost to the airport. They have requested an easement to construct, operate, maintain, replace, and remove telecommunications equipment, structures, wires, etc. under and upon the Airport facilities. The City of Kemmerer is the administrating body of the airport and is the grantor. Both Lincoln County and City of Kemmerer legal counsel have reviewed the attached easement agreement, which was submitted to the Airport Joint Powers Board.

In its June 16 2025 regular meeting, the Airport Board recommended approval of the attached agreement. Allwest has also reviewed and accepted the proposed changes.

RECOMMENDED ACTION:

Approve a Grant of Easement to Allwest Communications Inc., to construct, install, and maintain telecommunications facilities at the Kemmerer Airport.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

WHEN RECORDED, RETURN TO:

Jack Walkenhorst
All West Communications, Inc.
50 West 100 North
Kamas, Utah 84036

GRANT OF EASEMENT

For the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged City of Kemmerer, as administrating body of the Airport Board, GRANTOR or Party, hereby gives and grants to All West Communications, Inc., a Utah corporation, whose address is 50 West 100 North, Kamas, Utah 84036, **GRANTEE, Party, or together with Grantor, Parties**, an easement to construct, install, and maintain telecommunications facilities as hereinafter described. The following recitals are a material part of this Grant of Easement ("Agreement"):

RECITALS:

A. Grantor is the owner of that certain parcel of real property ("Grantor's Property"), which is located in, part of the Lots 17, 18, 21 withing Tract 76 of Section 2, Lots 4 & 28 within Tract 68 of Section 11, Township 21 North, Range 116 West, 6th Principal Meridian, State of Wyoming, more particularly described in Document #817236, Recorded March 25th, 1996, Lincoln County Wyoming.

B. Grantee is a telecommunications service provider desiring to place telecommunications facilities under and upon Grantor's Property.

C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor a nonexclusive revocable easement to construct, install, and maintain utility facilities under and on Grantor's Property.

An Easement: Commencing at the Center Quarter Corner of Section 2, T. 21N. R. 116W, 6th P.M, Thence S.00°.02 W for a distance of 998 feet more or less to **POINT OF BEGINNING** of this easement description. Thence southwesterly, this easement being a 10-foot-wide strip of land lying five feet on both sides of the center line, paralleling and abutting the south side of the Airport Road, staying approximately five feet from said Road for a distance of 3,273 feet more or less to a

POINT OF TERMINUS.

Compaction, cleanup, restoration, and reseeding, if needed, will be restored to a condition that is just as good, if not better, than it was prior to the installation of the Telecommunication Facilities and Appurtenances. See **EXHIBIT A**, which represents a more definite location of the easement, which is attached to and made part of this agreement.

THEREFORE, Grantor and Grantee make the following grant, agreements, covenants and restrictions:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee and to Grantee's successors, assigns, and agents, a non-exclusive, revocable easement to construct, operate, maintain, replace, and remove such telecommunications facilities equipment and structures as Grantee may require including wires, cables, conduits, and fixtures, under and upon Grantor's Property ("Facilities"). This grant includes the right of ingress and egress to and from the right-of-way where the Facilities are located on Grantor's Property. As necessary for temporary periods, the Grantee may use the property along or adjacent to the right-of way easement in connection with construction, maintenance, repair, removal

or replacement of the Facilities. The Grantee will not, in the maintenance, repair removal, relocation or replacement of its described facility, or in the exercise of any other right, go upon Grantor's said property or in a manner interfere with or interrupt the use of operation

of said airport or its attendant facilities, without prior approval of the Grantor: and the Grantor must not unreasonably withhold such approval.

2. Grantor's Uses. Grantee is allowed the use of the easement as the approval of Grantor. Pursuant to FAA regulations, the Grantor has the right to revoke the easement at any time should the property be needed for airport operations. Grantee would be required to relocate their facilities, at their cost. Grantor will not unreasonably require the relocation beyond that necessary to accommodate Grantor's property improvement needs.

The Grantee expressly agrees for itself, its successors and assigns to prevent any use Grantor property which would interfere with landing or taking off of aircraft at the Kemmerer airport, otherwise constitute an airport hazard. Such hazards includes uses that create electrical interference with navigation signals or radio communication between the airport and aircraft, make it difficult distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

The Grantee is required to adhere to the terms and conditions set forth in the Department of the Interior's USA Patent Agreement concerning the Atomic Energy Act of 1946. This includes all materials such as Uranium, Thorium, and any others defined under the Act. In the event that the installation of buried fiber optic cables and their accompanying components leads to the extraction of these materials, the project will be immediately halted. The Airport Board Members will provide the necessary guidance before any further action is taken. Any extracted materials will remain the property of the Atomic Energy Commission.

3. Maintenance and Repair. Grantee shall maintain the easement in good repair and agrees, in the event Grantee damages Grantor's Property, to pay for the damage or restore Grantor's Property. The decision to pay for damages or alternatively to restore Grantor's Property is left solely to Grantee's discretion. Grantee shall not be responsible for damage to the easement caused by Grantor or by a third party.
4. Indemnification. ~~Grantor and~~ Grantee agrees to indemnify, hold harmless, and defend Grantor ~~one another~~, their affiliates, directors, officers, shareholders, members, employees, and agents from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses, (including, without limitation, attorney's fees, court costs, and any other costs of litigation) arising from: their use of Grantor's Property; a breach of any obligation of this Agreement; a violation of law; any claim of injury or death, loss, or damage to property caused by or relating to any work or action required or permitted by this Agreement; or any negligent acts or omissions or willful misconduct.
5. Enforcement of Covenants. It is understood and agreed that the rights and easement herein granted shall be binding upon Grantor and Grantor's successors and assigns and shall inure to the benefit of Grantee and Grantee's successors and assigns. In the event of a breach of this Agreement by either Party, by any of their successors or assigns, both Parties shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from the breach thereof, or both.
6. Choice of Law and Forum. **The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Third Judicial District, Lincoln County, Wyoming.**

7. Nature of Easement. The easement granted herein is an easement in gross and may be freely assigned or transferred by Grantee with the consent of Grantor. Grantor's consent may not be unreasonably withheld.
8. No Partnership. Nothing in this instrument shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the Parties hereto.
9. Miscellaneous:
- a. Attorneys' Fees. In the event any action is instituted by a Party to enforce any of the provisions contained herein, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.
 - b. Modification of Amendments. No amendment or modification of this instrument shall be valid unless in writing and signed by the Parties hereto.
 - c. Entire Agreement. This instrument constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.
 - d. Immunity Waivers. **The City of Kemmerer, Lincoln County, and Airport Joint Powers Board do not waive any sovereign or governmental immunity by entering into this Agreement and specifically retain all immunity and all defenses available to them. The parties agree that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.**
 - e. Captions. The captions appearing in this instrument are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.
 - f. Waiver. The waiver by any Party to this instrument of a breach of any provision of covenants set forth herein shall not be deemed a continuing waiver or waiver of any subsequent breach.

DATED as of this ____ day of _____, 2025.

CITY OF KEMMERER
Grantor

Signature of Grantor

New
Business
(b)

AGENDA ITEM # b (CONSENT TB OB NB)

Department: Administration

Meeting Date: June 23, 2025

SUBJECT: Also Uniforms Service Agreement

BRIEF DESCRIPTION/JUSTIFICATION:

The agreement for linens at the Event Center is up at the end of the month. Also has provided Jamie Thornock with a new service agreement. They have increased the cost for napkins. A new rate schedule will be brought before you to offset the cost increase.

RECOMMENDED ACTION:

Authorize Mayor Bowen to sign the agreement with Also Uniforms for linens at the Event Center.

Attachments Provided: Yes X No _____

Submitted by: Natasia Diers and Jamie Thornock



TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

Location No. 026865

The parties hereby agree as follows:

- 1. Scope of Agreement. During the Term of this Agreement, AlSCO, Inc. ("Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, which may be amended from time to time through ordering, invoicing and usage. Pricing is based on the amount of goods and services covered by this Agreement and may change as the amount of goods and services changes.
2. Term. This Agreement shall remain in full force and effect for a period of 60 months, commencing on the date of installation of the goods. To the extent allowed by law, Customer agrees that this Agreement shall be automatically renewed for consecutive 60-month periods thereafter unless either party gives the other party written notice of termination by registered mail at least 90 days prior to the expiration of the current term.
3. Changes. Customer agrees to pay the charges set forth on Schedule A and other applicable charges, which are described in the Glossary on the reverse side of this Agreement and any updates to that list at www.alsco.com. All charges are based on 52 weeks per year whether or not service is actually used. Revenue from all charges is used to offset costs and to provide general revenue to Supplier.
4. Price Adjustments. On the first anniversary date and annually thereafter, Customer agrees that Supplier will increase prices by 5%. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices beyond this annual 5% increase as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase in the form of an adjusted invoice or statement. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement, and Section 9 will then apply.
5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A Processing Fee of up to 4% may be imposed if Customer uses a credit card or electronic payment service to make payment. A Finance Charge of 1.2% per month will be imposed on all past due credit account balances. If payment is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply goods on a cash-on-delivery basis only.
6. Representation and Indemnity. Customer agrees that unless indicated in writing by Supplier: (a) goods supplied are designed only for general purpose use, including working with non-hazardous materials; (b) goods supplied are not Flame Retardant or treated to resist acids or other caustic or hazardous materials; (c) Customer is solely responsible for the type, usage and placement of goods supplied; (d) Customer is solely responsible for safety at Customer's location(s); and (e) Customer is solely responsible for all taxes and charges in taxes applicable to Customer. Customer expressly agrees to indemnify, defend and hold Supplier harmless from any claim, liability or judgment, including court costs and attorneys' fees, arising out of the foregoing.
7. Title to Goods and Replacing Lost or Damaged Goods. All goods supplied under this Agreement are and shall remain Supplier's property. Goods individualized to a particular employee shall be immediately returned to Supplier when that employee of Customer using said goods terminates employment with Customer or when this Agreement expires or is otherwise terminated. All goods supplied hereunder shall be regularly cleaned and maintained by Supplier. During the Term, Supplier shall replace any goods that require replacement due to normal wear and tear at Supplier's sole cost and expense. Customer shall be responsible for all goods that are lost, destroyed, stolen or not returned as required herein, and with respect to such goods Customer shall promptly pay to Supplier the then current Replacement Charge for such goods (as specified in Schedule A as amended), including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
8. Liquidated Damages. Customer understands that Supplier owns the goods covered by this Agreement, that these goods may be unique to Customer's requirements, that the value of the goods is depreciating with time, and thus that the damages that Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be substantial and difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable. This provision does not apply to termination pursuant to Section 11 of this Agreement.
9. Payment for Goods Upon Termination. Upon termination of this Agreement, with or without cause, Customer agrees to immediately return to Supplier all goods supplied pursuant to this Agreement. Customer also agrees to pay Supplier's then current Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. For any specialty/custom goods, whether or not returned, Customer shall pay the then current Replacement Charge. Any payment required under this Section shall be in addition to any liquidated damages required pursuant to Section 8.
10. Change of Customer's Location. Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Sections 8 and 9 shall apply.
11. Undertaking and Quality. Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service and/or goods furnished hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of all deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct the claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement.
12. Other Contracts. Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
13. Enforcement of Agreement, Jurisdiction, Venue, Choice of Law, Waiver. Customer shall pay Supplier's reasonable costs of enforcing, defending and/or protecting its rights under this Agreement, including attorneys' fees. The parties agree that the exclusive jurisdiction, forum, and venue for any suit with respect to this Agreement shall be the state or federal court of the county of Supplier's billing address. This Agreement, and any disputes arising under or related thereto, shall be governed by the laws of the state of Delaware without regard to conflicts of laws principles. FOR ANY DISPUTE WITH SUPPLIER, CUSTOMER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY, ANY RIGHT TO SUE SUPPLIER AS PART OF A CLASS, AND ANY RIGHT TO CONSEQUENTIAL OR PUNITIVE DAMAGES.
14. Binding Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder. In such event, Supplier shall have the option of terminating this Agreement, and Section 9 will then apply.
15. Severability. If any provision of this Agreement is determined to be invalid, all remaining terms and conditions shall remain in full force and effect.

CUSTOMER'S ACCEPTANCE:

SUPPLIER'S ACCEPTANCE:

South Lincoln Training and Events CTR
215 State Highway 233
KEMMERER, WY, 83101

BY:
TITLE: (AUTHORIZED SIGNATURE)
DATE:

BY:
TITLE: (AUTHORIZED REPRESENTATIVE)
DATE:

GLOSSARY OF ALSCO CHARGES

Location No. 026865

Note: Revenue from all charges listed below is used to offset costs and provide general revenue to Alasco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Flex Rate Service: Some customers have agreed to have their inventory set every delivery based on either soil count or goods ordered back. Prices are then determined by multiplying unit prices by the soil count or order back number multiplied by 2.5 for deliveries once per week or 2.2 for deliveries more than once per week. Prices may or may not include Inventory Maintenance charges. This pricing will be shown as "Flex Rate" on Customer's invoice.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use, which may change over time based on Customer needs or usage. The agreed Inventory Minimum Quantity for an item is found by multiplying the agreed Inventory Minimum % on Schedule A and the then current Total Inventory for the item. When the quantity actually used by the customer for an item falls below the agreed Inventory Minimum Quantity, the customer is charged the unit price multiplied by the then current agreed Inventory Minimum Quantity for the item. This charge will be shown as "Inventory Minimum Charge" on Customer's invoice.

Special Charges

A/R Account Maintenance (AR Acct Maint): This charge may be applied to carry credit for non-COD customers.

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life based on Supplier's professional judgment.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when more than incidental amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage Service" explained above.)

Invoice Copy: There is no charge for the first invoice. This charge is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by Customer as identified by Supplier. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Processing Fee: This charge helps offset various fluctuating costs related to merchant fees, interchange fees, network fees, swipe fees, switch fees, charge backs, and similar fees charges imposed by credit card companies and other electronic payment service providers on Supplier.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the then current agreed upon unit price charge, which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Service Charge: This charge helps offset various fluctuating costs related to the environment, energy, service and delivery of our goods and services.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Uniform Shield: This is an optional program that offers a weekly charge in lieu of being billed for damaged items. This is for garments and patient gowns only. This program does not include intentional abuse or lost garments.



SERVICE AGREEMENT
SCHEDULE A

Location # 026865	Route # 08	Stop # 290	Delivery Days: Thu	Delivery Frequency: EOWB
Renewal				
Deliver To: South Lincoln Training and Events CTR Address: 215 State Highway 233 City, State, Zip: KEMMERER, WY, 83101 Phone: 307-727-6461 Fax: 307-828-2355 Key Contact & Title: Jamie Thornock, Director of Events E-Mail Address:		Bill To: South Lincoln Training and Event Center Address: 220 State Highway 233 City, State, Zip: KEMMERER, WY, 83101-9700 Phone: 307-828-4084 Fax:		
Website: Delivery Minimum: \$10.00 Special Delivery Charge: Time Open: Time Close: Tax Exempt # 83-6000070		Website: COD or Charge: Charge Contract Class: 12 Contract Expiration Date:		
E-Mail Address: Website:		E-Mail Address: # Duplicate Invoices: # Returned Signed: PO #		
Sales Code: Sales Person:		Sales Code: Sales Person:		
Page 1 of 3				

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Invt. Min.	Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mint. %
0402	9650				Laundry Bag Stand	1			1	EPUMINDQ	EOWB	0.4900	14.00	
0403	5505				Laundry Bag	2			2	EPUMINDQ	EOWB	0.4900	8.00	
1001	3205-BK				Bit Apron, Black	0			0	SOILCOUNQ	EOWB	1.3850	4.50	
1002	4999-WH				Front of House MicroTech Pro Towel, V	50			25	EPUMINDQ	EOWB	0.5900	1.40	
1003	297005-GN				Micro Fiber Dust Cloth, Green	50			25	EPUMINDQ	EOWB	0.3700	2.00	
1004	70006-CE				Napkin, Chocolate	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1102	70006-BK				Napkin, Black	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1110	70006-BN				Napkin, Brown	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1112	70006-BY				Napkin, Burgundy	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1114	70006-BO				Napkin, Burnt Orange	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1116	70006-CH				Napkin, Champagne	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1132	70006-GD				Napkin, Gold	0			0	SOILCOUNQ	EOWB	0.4300	2.00	
1136	70006-GY				Napkin, Grey	0			0	SOILCOUNQ	EOWB	0.4300	2.00	

Continued on next page

UNIFORM CHARGES Charge Name Emblem Company Emblem Preparation Charge Oversize Charge Other	Price/Each
Invoice Service Charge Inventory Maintenance % on entire invoice Service Charge % on entire invoice Min: 12.60	% or \$ 11.23 % 13.91 %
Notes: 	
Customer's Initials _____	

Line No.	Item No.	Code	Wearer Name	Size	Item Description/Color	Total Invt.	Billing %	Invt. Min. Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
1138	70006-GN				Napkin, Green			0	SOILCOUNT	EOWB	0.4300	2.00	
1142	70006-LV				Napkin, Lavender			0	SOILCOUNT	EOWB	0.4300	2.00	
1144	70006-LB				Napkin, Light Blue			0	SOILCOUNT	EOWB	0.4300	2.00	
1150	70006-NV				Napkin, Navy			0	SOILCOUNT	EOWB	0.4300	2.00	
1151	70006-OR				Napkin, Orange			0	SOILCOUNT	EOWB	0.4300	2.00	
1160	70006-PH				Napkin, Peach			0	SOILCOUNT	EOWB	0.4300	2.00	
1162	70006-PK				Napkin, Pink			0	SOILCOUNT	EOWB	0.4300	2.00	
1163	70006-PP				Napkin, Purple			0	SOILCOUNT	EOWB	0.4300	2.00	
1164	70006-RD				Napkin, Red			0	SOILCOUNT	EOWB	0.4300	2.00	
1168	70006-RB				Napkin, Royal Blue			0	SOILCOUNT	EOWB	0.4300	2.00	
1172	70006-RT				Napkin, Rust			0	SOILCOUNT	EOWB	0.4300	2.00	
1176	70006-SW				Napkin, Sandalwood			0	SOILCOUNT	EOWB	0.4300	2.00	
1178	70006-SF				Napkin, Seafam Green			0	SOILCOUNT	EOWB	0.4300	2.00	
1180	70006-SG				Napkin, Spruce Green			0	SOILCOUNT	EOWB	0.4300	2.00	
1182	70006-TL				Napkin, Teal			0	SOILCOUNT	EOWB	0.4300	2.00	
1188	70006-WH				Napkin, White			0	SOILCOUNT	EOWB	0.4300	2.00	
1192	70006-YW				Napkin, Yellow			0	SOILCOUNT	EOWB	0.4300	2.00	
1193	70006-DR				Napkin, Dusty Rose			0	SOILCOUNT	EOWB	0.4300	2.00	
1302	60050-BK				52X52 Tablecloth, Black			0	SOILCOUNT	EOWB	3.3850	15.00	
1312	60050-BY				52X52 Tablecloth, Burgundy			0	SOILCOUNT	EOWB	3.3850	15.00	
1316	60050-CH				52X52 Tablecloth, Champagne			0	SOILCOUNT	EOWB	3.3850	15.00	
1323	60050-LB				52X52 Tablecloth, Light Blue			0	SOILCOUNT	EOWB	3.3850	15.00	
1356	60050-PH				52X52 Tablecloth, Peach			0	SOILCOUNT	EOWB	3.3850	15.00	
1364	60050-RD				52X52 Tablecloth, Red			0	SOILCOUNT	EOWB	3.3850	15.00	
1388	60050-WH				52X52 Tablecloth, White			0	SOILCOUNT	EOWB	3.3850	15.00	
1488	60051-WH				52X69 Tablecloth, White			0	SOILCOUNT	EOWB	3.3850	20.00	
1602	60060-BK				52X114 Tablecloth, Black			0	SOILCOUNT	EOWB	4.9750	20.00	
1610	60060-BN				52X114 Tablecloth, Brown			0	SOILCOUNT	EOWB	4.9750	20.00	
1612	60060-BY				52X114 Tablecloth, Burgundy			0	SOILCOUNT	EOWB	4.9750	20.00	
1616	60060-CH				52X114 Tablecloth, Champagne			0	SOILCOUNT	EOWB	4.9750	20.00	
1664	60060-RD				52X114 Tablecloth, Red			0	SOILCOUNT	EOWB	4.9750	20.00	
1680	60060-SG				52X114 Tablecloth, Spruce Green			0	SOILCOUNT	EOWB	4.9750	20.00	
1688	60060-WH				52X114 Tablecloth, White			0	SOILCOUNT	EOWB	4.9750	20.00	

Line No.	Item No.	Code	Wearer Name	Size	Hem Description/Color	Total Invt.	Invt. Min.	Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
1702	60054-BK				62X62 Tablecloth, Black				0 SOILCOUNT	EOWB		3.1250	8.09	
1768	60054-RB				62X62 Tablecloth, Royal Blue				0 SOILCOUNT	EOWB		3.1250	8.09	
1788	60054-WH				62X62 Tablecloth, White				0 SOILCOUNT	EOWB		3.1250	8.09	
1812	60055-BY				72X72 Tablecloth, Burgundy				0 SOILCOUNT	EOWB		4.1800	22.00	
1850	60055-NV				72X72 Tablecloth, Navy				0 SOILCOUNT	EOWB		4.1800	22.00	
1864	60055-RD				72X72 Tablecloth, Red				0 SOILCOUNT	EOWB		4.1800	22.00	
1868	60055-RB				72X72 Tablecloth, Royal Blue				0 SOILCOUNT	EOWB		4.1800	22.00	
1888	60055-WH				72X72 Tablecloth, White				0 SOILCOUNT	EOWB		4.1800	22.00	
1902	60118-BK				85X85 Tablecloth, Black				0 SOILCOUNT	EOWB		4.9750	27.00	
1910	60118-BN				85X85 Tablecloth, Brown				0 SOILCOUNT	EOWB		4.9750	27.00	
1912	60118-BY				85X85 Tablecloth, Burgundy				0 SOILCOUNT	EOWB		4.9750	27.00	
1918	60118-CH				85X85 Tablecloth, Champagne				0 SOILCOUNT	EOWB		4.9750	27.00	
1944	60118-LB				85X85 Tablecloth, Light Blue				0 EPUMINDQ	EOWB		4.9750	27.00	
1950	60118-NV				85X85 Tablecloth, Navy				0 EPUMINDQ	EOWB		4.9750	27.00	
1960	60118-PP				85X85 Tablecloth, Purple				0 EPUMINDQ	EOWB		4.9750	27.00	
1964	60118-RD				85X85 Tablecloth, Red				0 EPUMINDQ	EOWB		4.9750	27.00	
1968	60118-RB				85X85 Tablecloth, Royal Blue				0 SOILCOUNT	EOWB		4.9750	27.00	
1974	60118-SW				85X85 Tablecloth, Sandalwood				0 SOILCOUNT	EOWB		4.9750	27.00	
1980	60118-SG				85X85 Tablecloth, Spruce Green				0 SOILCOUNT	EOWB		4.9750	27.00	
1988	60118-WH				85X85 Tablecloth, White				0 SOILCOUNT	EOWB		4.9750	27.00	
2000	9920				Delivery Charge				0 SOILCOUNT	EOWB		72.1400	27.00	
1688	60060-WH				52X114 Tablecloth, White				0 SOILCOUNT	EOWB		4.9750	20.00	

New
Business
(c)

AGENDA ITEM # C (CONSENT TB OB NB)

Department: Administration

Meeting Date: June 23, 2025

SUBJECT: NEW COPIER AT CITY HALL ADMINISTRATIVE OFFICES

BRIEF DESCRIPTION/JUSTIFICATION:

Our current copier lease will expire on June 30, 2025. We have received a proposal for a new copier from Dex Imaging. The new copier will have the same features as our current copier.

Current Cost - \$257.00

New Cost - \$264.47

The lease will increase by \$7.47 per month.

Per copy charges will decrease. Black and white copies will go from \$.005 per page to \$.0045 per page. Color copies will go from \$.05 per page to \$.0446 per page.

All supplies (excluding paper) is included in the lease agreement.

The lease will be a 63 month lease with a option to upgrade at 60 months.

RECOMMENDED ACTION:

Authorize Mayor Bowen to sign the agreement with Dex Imaging for a Xerox C8255 copier.

Attachments Provided: Yes X No _____

Submitted by: Natasia Diers

**MASTER COST PER COPY
AGREEMENT**



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **CITY OF KEMMERER** FEDERAL TAX ID #: **TBD**

ADDRESS: **220 STATE HWY 233** **KEMMERER WY 83101**

EQUIPMENT AND PAYMENT TERMS						SEE ATTACHED SCHEDULE	
TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY COPY ALLOWANCE		EXCESS PER COPY CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Xerox C8255							
TOTAL CONSOLIDATED MONTHLY COPY ALLOWANCE AND EXCESS PER COPY CHARGES (IF CONSOLIDATED)				0	0	.0045	.0446

EQUIPMENT LOCATION: **220 STATE HWY 233 KEMMERER, WY 83101** METER FREQUENCY: **Monthly**

TERM IN MONTHS: **63** MONTHLY BASE PAYMENT AMOUNT*: **\$264.47** (*PLUS TAX)

SECURITY DEPOSIT: **END OF TERM PURCHASE OPTION**

INDICATE PURCHASE OPTION – IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.
PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT
THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE
BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) Robert Bowen Mayor 6-23-25
CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

LESSOR ("WE", "US", "OUR")
Dex Imaging, LLC
LESSOR SIGNATURE PRINT NAME & TITLE DATE
 5109 W Lemon St Tampa, FL 33609-1102

1.AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

2.NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3.COPY CHARGES AND OVERRAGES. You are entitled to make the total number of copies shown under Copy Allowance (or Total Consolidated Copy Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed copies in any period, you will pay us an additional amount equal to the number of the excess copies made during such period multiplied by the applicable Excess Per Copy Charge. Regardless of the number of copies made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of copies used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Copy Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Copy Charges (and, at our election, the Base Payment Amount and Excess Per Copy Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 14% of the then existing payment or charge. Copies made on equipment marked as not financed under this Agreement will be included in determining your copy and overage charges.

4.EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5.SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

6.SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

7.LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

8.ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

9.LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.

10.INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11.OWNERSHIP/TAXES. Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.

12.END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.

13.DEFAULT/REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14.UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15.LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16.MISCELLANEOUS. All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.



Company Information
CITY OF KEMMERER

Bill To Address

220 STATE HWY 233
KEMMERER, WY 83101

Contacts

Dex Imaging Sales Representative

Name: Nate Painter
Phone:
Email: nathan.painter@deximaging.com

A/P Contact

Name:
Phone:
Fax:
Email:

INSTALLATION for CITY OF KEMMERER

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-124720



Sales Order / Service Agreement

Equipment Delivery Location

CITY OF KEMMERER 220 STATE HWY 233 KEMMERER, WY 83101	Equip. Contact: Phone: Email:
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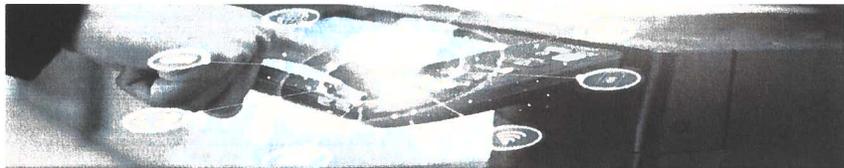
Base: (Monthly) / Overages: ()

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0045	\$0.00	0	0.0446
Yes	1	Xerox AltaLink C8255/H2 A3 55ppm Color MF Copier						
Yes	1	Xerox 1 Line Fax Kit						
Yes	1	Xerox Office Finisher B8100 Series						
Yes	1	Xerox 2/3 Hole Punch Kit						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: 0



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 220 STATE HWY 233

City: KEMMERER	State: WY	Zip: 83101
Phone Number: 3078282350	Email: ndiers@kemmerer.org	

Name: <i>City of Kemmerer - Robert Bowen</i>	Title: <i>Mayor</i>
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Signature:	Date: <i>6-23-25</i>
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EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best
Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 14% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$150.00. If DEX IMAGING, LLC Patrol Wi-Fi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if the DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis. For each non-reported unit, a nominal charge will be added or DEX MPS will dispatch a representative to secure all meters at a rate of \$120 per hour.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER – Service and Supplies
PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.
PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.
PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.
Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.

Special Instructions

DEX Imaging, LLC Sales Associate

Name: Nate Painter

Date: 6/18/2025

Approvals

I have read and agree to all terms and conditions contained in this 6 page document.

DEX Imaging, LLC.

CITY OF KEMMERER

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name: Robert Bowen, Mayor

Date:

Title: Mayor

Date: 6-23-25

New
Business
(d)

AGENDA ITEM # d (CONSENT TB OB NB)

Department: Administration

Meeting Date: June 23, 2025

SUBJECT: AUTHORIZATION TO WRITE OFF BAD DEBT

BRIEF DESCRIPTION/JUSTIFICATION:

The City of Kemmerer has not written of any bad debt since June 2020. There are multiple utility accounts that need to be considered for bad debt write off.

Utility Accounts:

Account Number	Location/Reason	Allocation	Amount
90.1843.0	Diamondville Address (Owner Deceased)	Penalty	\$88.39
90.0613.1	Diamondville Address (Owner Deceased)	Penalty	\$78.00
17.3400.3	Kemmerer Address (Owner Deceased)	Penalty	\$63.00
21.7782.1	Kemmerer Address (Owner Deceased)	Penalty Garbage	\$44.00 \$23.00
90.0384.1	Diamondville Address (Owner Deceased)	Penalty	\$33.00
15.0245.2	Kemmerer Address (Owner Deceased)	Penalty Garbage	\$20.82 \$352.00
17.3840.1	Kemmerer Address (Owner Deceased)	Penalty Garbage	\$93.00 \$46.00
18.5660.8	Kemmerer Address (Property Sold without Notification by Title Company)	Garbage	\$41.00
21.7510.3	Kemmerer Address (Foreclosure)	Garbage	\$32.00
90.0315.2	Diamondville Address (Property Sold without Notification by Title Company)	Penalty	\$21.00
72.0620.0	Kemmerer Address (Bankruptcy)	Garbage	\$84.10
16.3330.5	Kemmerer Address (Property Sold without Notification by Title Company)	Penalty	\$2.62
90.0373.1	Diamondville Resident (Owner Deceased)	Penalty	\$41.77
90.0368.1	Diamondville Resident (Owner Deceased)	Penalty	\$111.00
15.0330.1	Kemmerer Resident (Property Sold-No Longer Kemmerer Resident)	Penalty Garbage	\$114.00 \$45.00
15.0240.5	Kemmerer Resident (Foreclosure)	Penalty Garbage	\$60.00 \$363.00
54.4049.2	Kemmerer Resident (Foreclosure)	Penalty Garbage	\$31.97 \$466.76
90.0598.1	Diamondville Resident (Owner Deceased)	Penalty	\$87.00
90.0632.1	Diamondville Resident (Owner Deceased)	Penalty	\$42.00
90.0642.3	Diamondville Resident (Property Sold-No Longer Diamondville Resident)	Penalty	\$105.00
51.1049.5	Kemmerer Resident (Foreclosure)	Penalty Garbage	\$18.00 \$30.25

51.1049.6	Kemmerer Resident (Foreclosure)	Penalty	\$63.00
90.0616.3	Diamondville Resident (Owner Deceased)	Penalty	\$57.00
90.0275.0	Kemmerer Resident (Property Sold-No Longer Kemmerer Resident)	Garbage	\$44.00

Total Garbage Write-Off: \$1,527.11

Total Penalty Write-Off \$1,174.57

RECOMMENDED ACTION:

After review of the accounts, give City Treasure authorization to write off bad debts.

Attachments Provided: Yes ____ No X

Submitted by: Natasia Diers

New
Business
(e)

AGENDA ITEM # e NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: June 23rd, 2025

SUBJECT: Donation of loaned City Property to Hams Fork Museum

DESCRIPTION/JUSTIFICATION:

Over the years the City of Kemmerer has loaned hundreds of items, many of them collectibles, to the Hams Fork Museum (formerly the Fossil Country Museum) to exhibits and displays. (See attached inventory of items and agreements, sent by e-mail with the packet.) The Hams Fork Museum wishes for these no longer to be “on loan” but for them to be unconditionally donated, which means the Museum reserves the right to keep, lend, sell, or disposed of the donated materials. (See attached form “Items Custody Receipt”.)

Another option to consider would be for the Ham’s Fork Museum, instead of disposing or selling such items, giving the City the opportunity to take them back, should the museum no longer wish to keep or lend them.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the form donating all City Property previously loaned to the Fossil Country Museum (now known as the Hams Fork Museum), as listed in e-file labeled “Inventory of City Property to Donate to Hams Fork Museum Exhibit 1”), provided that any items the museum no longer wishes to keep or lend, be given back to the City of Kemmerer, and that such items not be disposed or sold.

Attachments Provided: Yes X No

--E-mailed file “Inventory of City Property to Hams Fork Museum Exhibit 1”

--Donation Form to be signed

Submitted by: Brian Muir, City Administrator



Receipt No: _____

Item(s) Custody Receipt

Hamsfork Museum, Inc.
400 Pine Ave. / PO Box 854
Kemmerer, WY 83101

Name: _____	Date: _____
Address: _____	
City: _____	State: _____ Zip: _____
Work #: _____	Cell #: _____
Email: _____	Website: _____

This is to acknowledge receipt of the items listed below by the Hamsfork Museum:

The items listed below are left in the custody of the Hamsfork Museum to be considered as:

- Unconditional donation. The Museum reserves the right to keep, lend, sale or dispose of the donated material.
- To be considered for acquisition.
- For identification. Does not constitute an authentication; will not include appraisals. The Hamsfork Museum reserves the right to photograph.
- For other. Please specify _____

Disposition if not accepted for accession:

- Source will pick up.
- Please dispose of or destroy.
- May be sold to benefit the Hamsfork Museum.

Items and Description

Received by:

Received from:

(Signature)

(Signature)

(Date)

(Date)

New
Business
(f)

AGENDA ITEM # f NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: June 23rd, 2025

SUBJECT: Contract for Planner Services with JUB Engineering

DESCRIPTION/JUSTIFICATION:

JUB has been as our contracted planner since April of 2022 and I continue to be pleased with their work and would like to continue to use their services for FY 25-26. Alison Tompkins has been our chief point-of-contact, and in essence, is our City Planner. She attends both zoning and city council meetings remotely as needed, saving us costs substantially on travel. There is the potential for her to come this August to help us prepare to update our Comprehensive Plan, which was last updated in 2018. She keeps travel costs down by coordinating trips to other clients in the region. Almost all of the billing is from Alison. The only changes to this agreement from last year are to the rates as follows:

Position/Role Hourly Bill Rate FY 24-25 to FY 25-26

Sheri Freemuth, AICP | Principal Planner | \$214.00 (no change)

Alison Tompkins, PLA, AICP | Senior Planner | \$174.00 to \$214

Andrea Gumm | Public Involvement Specialist | \$170.00 (no change)

Danika Montgomery | GIS Specialist | \$128.00 (no change)

Clerical Support | \$63.00 (no change)

The contract is for an amount not to exceed \$15,000, allowing the amount to go higher with written permission. With the continued interest in zoning code changes, four subdivisions in the works, and other zoning issues associated with our upcoming economic growth, it is important that we have Alison's expertise, institutional knowledge and continuity to be efficient and effective.

RECOMMENDED ACTION:

Authorize Mayor Bowen to sign the agreement with JUB for the remainder of Fiscal Year 25-26 for a not-to-exceed amount of \$15,000, unless otherwise authorized.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -
J-U-B Project Manager: Alison Tompkins

This Agreement entered into and effective this 23rd day of June 2025, between City of Kemmerer, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: secure assistance with on-call planning services hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Brian Muir</u>	Work telephone	<u>307-828-2350</u>
	Address	<u>220 Wyoming Highway 233</u>	Home/cell phone	<u>307-466-3128</u>
		<u>Kemmerer, Wyoming</u>	FAX telephone	<u></u>
		<u>83101</u>	E-mail address	<u>bmuir@kemmerer.org</u>

For J-U-B:

1.	Name	<u>Alison Tompkins</u>	Work telephone	<u>208-301-7133</u>
	Address	<u>201 S Jackson Street</u>	Cell phone	<u>208-301-7133</u>
		<u>Moscow ID</u>	FAX telephone	<u></u>
		<u>83843</u>	E-mail address	<u>atompkins@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: 2025 Planning Services

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Kemmerer

NAME
220 Wyoming Highway 233

STREET
Kemmerer WY 83101

CITY / STATE / ZIP CODE

BY (Signature)
Mayor Robert Bowen

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
201 S Jackson Street

STREET
Moscow ID 83843

CITY / STATE / ZIP CODE

BY (Signature)
David Watkins, Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

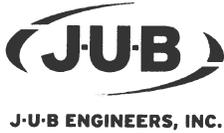
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: On-call Planning

CLIENT: City of Kemmerer

J-U-B PROJECT NUMBER: XX-XX-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: 6/23/2025; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B will provide on-call planning services and staff support to the Community Development Department and the City of Kemmerer.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: General On-call Planning Support

1. Review Development Applications: J-U-B will provide technical review of incoming subdivision and other land use applications as requested by CLIENT. J-U-B anticipates participating in meetings with subject property owners, developers, and City personnel, to ensure compliance with all relevant local regulations and requirements. J-U-B will provide comments to City Staff and the applicant, and prepare for any department and agency reviews. J-U-B will support public meetings and hearings by preparing written and/or verbal staff reports and decisions as needed.
2. Interpretation of Ordinances: J-U-B will assist with development code interpretation and recommend proper procedure and best practices in response to CLIENT questions and requests for assistance on these issues.
3. Estimated Travel Requirements: In person attendance for task may include the Project Manager and Senior Planner, Alison Tompkins (Round Trip Evanston to Kemmerer, Wyoming). Additional J-U-B planning support staff may participate remotely as needed.

B. Task 002: Evaluate Potential Code and Policy Amendments

1. J-U-B will continue to provide support for zoning code and/or comprehensive plan amendments and other City policies.
2. J-U-B will continue to collaborate with the CLIENT to establish mutually agreeable procedures and recommendations for updates. A facilitated steering committee meeting may be advised to arrive at consensus and/or provide direction for next steps.
3. No in-person attendance is anticipated for this task.

C. Task 003: Planning and Zoning Workshop(s)

1. J-U-B led workshops for the City of Kemmerer Planning and Zoning Board and City Council: Workshops may provide training on the topic of procedure, open meeting law, and facilitated discussion of a comprehensive plan update.
2. Estimated Travel Requirements: In person attendance for task may include the Project Manager and Senior Planner, Alison Tompkins (Round Trip Evanston to Kemmerer, Wyoming). Additional J-U-B planning support staff may participate remotely as needed.

D. Task 004: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Comprehensive and Specific Plans
2. Traffic Analysis and Impact Studies
3. Surveying
4. Municipal Engineering

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - c. Fees are not to exceed \$15,000 without Client written consent for services performed by J-U-B through June 30, 2026.

B. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-A: Rate Table
-

For internal J-U-B use only:

PROJECT LOCATION (STATE): Wyoming

TYPE OF WORK: City

R&D: No

DISCIPLINE: Planning

PROJECT DESCRIPTION(S):

1. Planning (P05)
2. Public Involvement (201)

Exhibit 1-A

Position/Role Hourly Bill Rate

Alison Tompkins, PLA, AICP | Senior Planner | \$214

Aimee Hennrich, AICP | Planner | \$155

Danika Montgomery | GIS Specialist | \$128.00

Clerical Support | \$75.00

New
Business
(g)

KEMMERER SANITATION FEE RATES
EFFECTIVE JULY 1, 2022

MONTHLY RESIDENTIAL RATES

1. 90 gallon container – 1 pickup per week per container \$32.00 month
2. Two 90 gallon containers – 1 pickup per week per container \$44.00 month
(Both cans shall be picked up at the same time each week)
(Second can will be billed minimum of six months)
3. Special one-time extra pickup (within 2 working days of call):
 - a. One residential can \$24.00
 - b. Two residential cans \$29.00

MONTHLY COMMERCIAL RATES

1. 350 gallon container – 1 pickup per week per container \$55.00 month
2. Multiple pickups during week, multiply above rates by number of pickups per week.
3. Special one-time extra pickup (within 2 days of call):
 - a. 350 gallon can \$55.00
4. Special 350 gallon can service:
 - a. City to deliver can, dump once and then pickup can
 - 1 can \$100.00
 - 2 cans \$200.00
 - 3 cans \$300.00
 - 4 cans \$400.00
 - b. Additional dumps each can \$100.00

MONTHLY RATES FOR CUSTOMERS ON STATE HIGHWAY 233

1. 7 mile service radius Base Rate + \$7.50
2. 14 mile service radius Base Rate + \$14.75
3. 21 mile service radius Base Rate + \$21.75
4. 14 mile radius (350 gal) Base Rate + \$14.75

RESOLUTION NO. 2025-857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMMERER, LINCOLN COUNTY, WYOMING, AMENDING RESOLUTUION NO. 2022-803, SETTING SANITATION FEES EFFECTIVE JULY 1, 2025.

WHEREAS, the city council has not increased garbage fees since July 1, 2022; and

WHEREAS, the city council wishes to amend sanitation fees to cover the costs of garbage pickup and the fees that will apply;

WHEREAS, the city council wishes to bill residential sanitation fees on a quarterly basis and commercial sanitation fees on a monthly basis;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming that the attached Kemmerer Sanitation Fee Base Rates shall be in force until revised by resolution of the City Council.

FURTHER BE IT RESOLVED that any other resolutions or sanitation fee scheduled are hereby amended to conform to the new rates.

PASSED, APPROVED AND ADOPTED this 23rd day of JUNE, 2025.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS, CITY CLERK/TREASURER

KEMMERER SANITATION FEE RATES
EFFECTIVE JULY 1, 2025

MONTHLY AND QUARTERLY RESIDENTIAL RATES:

	<u>MONTHLY</u>	<u>QUARTERLY</u>
1. 90 gallon container 1 pickup per week per container	\$35.00	\$105.00
2. Two 90 gallon containers 1 pickup per week per container (Both cans shall be picked up at the same time each week)	<u>MONTHLY</u> \$47.00	<u>QUARTERLY</u> \$141.00
3. Special one-time extra pickup (within two working days of call):		
a. One residential can	\$27.00	
b. Two residential cans	\$32.00	

MONTHLY COMMERCIAL RATES:

	<u>MONTHLY</u>
1. 350 gallon container 1 pickup per week per container	\$61.00
2. Multiple pickups during week, multiply above rates by number of pickups per week.	
3. Special one-time extra pickup (within two days of call):	
a. One residential can	\$61.00
4. Special 350 gallon can service:	
a. City to deliver can, dump once and then pick up can	
i. 1 can	\$115.00
ii. 2 cans	\$215.00
iii. 3 cans	\$315.00
iv. 4 cans	\$415.00
b. Additional dumps each can	\$115.00

MONTHLY RATES FOR CUSTOMERS ON STATE HIGHWAY 233:

	<u>MONTHLY</u>	<u>QUARTERLY</u>
1. 7 mile service radius	\$42.50	\$127.50
2. 14 mile service radius	\$49.75	\$149.25
3. 21 mile service radius	\$56.75	\$170.25
4. 14 mile radius (350 gallon)	\$75.75	