



“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, August 11, 2025

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

5:45 – Interview – Kenneth Kuluski Jr. -KD Water and Wastewater Joint Powers Board

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** August 11, 2025
- **DEPARTMENT REPORTS:**
- **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 July 28, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the Mayor to Sign the 2025 Mosquito Grant Agreement with the Wyoming Department of Agriculture.
- **TABLED BUSINESS:**
 - (a) Pass, Approve and Adopt on 3rd 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) Entertain Appointment of Kenneth Kuluski Jr. to the Kemmerer Diamondville Water and Wastewater Joint Powers Board for a term to expire on 12/31/2026
 - (b) Amended MOU for Economic Development Liaison

- (c) 1st Reading of Ordinance No. 2025-900, Amending Chapter 1 General Provisions
- (d) Agreement for Services with Sage Electric for Repairing Airport Power Cables at the Kemmerer Municipal Airport
- (e) Clerical Clarification Correction of Chapter 2

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY AUGUST 25, 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

Aug 11th @ 5:45 pm

APPLICATION FOR KEMMERER APPOINTMENT
KEMMERER-DIAMONDVILLE WATER & WASTEWATER JOINT POWERS BOARD

Applicant Name: Kenneth Kuluski Jr.

Applicant Street Address: Same As mailing Address

Applicant Mailing Address: 916 Elk St. Unit C Kemmerer, WY 83101

Applicant Phone Number: (520) 822-7515

E-mail Address: KennethKuluski@gmail.com

Is applicant a United States Citizen? Yes No

Is applicant a bona fide resident of the City of Kemmerer for at least one year at this time? Yes No

Is applicant registered to vote in the City of Kemmerer at the current time? Yes No

Why are you interested in holding a position on the K-D Water & Wastewater Joint Powers Board?
to help foster community development, provide safe drinking water, expand sanitation services to help the community / protect the environment

What qualifications or expertise do you have that would benefit the K-D Water & Wastewater Joint Powers Board?
Utah onsite waste water level 3 Certified, Lincoln County waste water Administrator

Please identify the three most important current issues facing the K-D Water & Wastewater Joint Powers Board, in your opinion
Sewer - New treatment facility, combined with an improved repair/replacement of main lines to fix inflow and infiltration issues
Water - work to enhance water delivery by better processing of drinking water and pressure to increase community plumbing life.
Personnel - Restructure Impact fee to add operations training and development of staff and Community Awareness.

Signature [Handwritten Signature] Date: 7/30/25

For office use only:
Date Received: 7.30.2025 Received by: R. Wood
Verified applicant is qualified elector: Yes and 8.5.25



Consent Agenda (a)

The Kemmerer City Council met in regular session this 28th day of July, 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 David McConkie, Councilmember Brantley Popp, Councilmember Bill Price, and Councilmember Mark Quinn. Councilmember Caleb Ellis was absent.

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

Motion was made by Councilmember Batista to approve the agenda as presented; seconded by Councilmember Popp and unanimously approved by council present.

DEPARTMENT REPORTS:

Chad Nielson, Public Works Director; John Tibbetts, Golf and Parks Director; and Lois Hicks, Rec Center Coordinator gave department updates. Brian Muir, City Administrator, gave the police department update. Natasia Diers, City Clerk Treasurer, and Jamie Thornock, Event and Program Assistant, made reports to the council.

VISITOR COMMENTS:

Jake Lozier, on behalf of the Oyster Ridge Music Festival, thanked the council, city staff, and the community for supporting the festival.

CONSENT AGENDA:

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

(a) Approval of Meeting Minutes of July 14, 2025;

(b) Approval of the payment of the bills; payroll, and ACH payments as presented;

18334 NCPERS	\$48.00	18335 Adept, LLC	\$2,600.00
18336 Bugman, Inc.	395.00	18337 Centurylink Communications	14.04
18338 City of Kemmerer Acct.	256.00	18339 Dex Imaging, Inc.	166.88
18340 Enbridge Gas Utah	1,151.39	18341 Fossil Basin Promo Board	4,647.53
18342 Hagler, Joshua	5,626.97	18343 IDAWY Solid Waste	9,903.13
18344 Intellichoice, Inc.	14,945.00	18345 Jorgensen Associates	2,582.50
18346 Kemmerer Gazette	1,268.70	18347 Longhorn Construction	1,572.00
18348 Mountain West Business	18.00	18349 Pitney Bowes, Inc.	500.00
18350 Reladyne West, LLC	2,029.29	18351 Roberts, Rylee	1,250.00
18352 South Lincoln Hospital Dist	125.00	18353 Stauffer, Michael	3,021.47
18354 Stetzenbach, Nicole	1,352.55	18355 Terra Power	320.10
18356 UMB Card Center	16,163.07	18357 Wells Fargo Financial	355.00
18358 Westar Printing, LLC	144.00	18359 Wolfies, LLC	58.70
18360 WAM	3,921.00	18361 Wyoming Machinery Co	1,375.73
7/16/25 Federal Tax Deposit-ACH	15,768.16	7/16/25 Net Payroll Deposit-ACH	56,577.65

7/2/25 Orchard Trust-ACH	625.00	7/2/25 AFLAC-ACH	12.24
7/2/25 Expert Pay-ACH	488.54	6/30/25 World Pay-ACH	861.75
7/16/25 WWB-ACH	63.05	7/16/25 WWB-ACH	153.85
7/16/25 Teton Dist-ACH	332.20	7/16/25 Teton Dist-ACH	21.25
7/17/25 WWB-ACH	47.90	7/17/25 WWB-ACH	60.60

TABLED BUSINESS:

- (a) Motion was made by Councilmember Quinn to remove from the table the 3rd Reading, Ordinance No. 2025-899; seconded by Councilmember Popp and unanimously approved by council present.
Motion was made by Councilmember Price to table on 3rd 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; seconded by Councilmember McConkie and unanimously approved by council present.

NEW BUSINESS:

- (a) Motion was made by Councilmember Batista to Pass, Approve, and Adopt Resolution No. 2025-858, Establishing the Kemmerer Recreation Advisory Board as amended; seconded by Councilmember Quinn and unanimously approved by council present.
- (b) Motion was made by Councilmember Price to Pass, Approve, and Adopt Resolution No. 2025-859, Amending Resolution No. 2024-832, Setting South Lincoln Training and Event Center Fee Schedule Effective August 1, 2025, as amended; seconded by Councilmember Quinn and unanimously approved by council present.
- (c) Motion was made by Councilmember Popp to authorize the mayor to sign the lease agreement with JG Grooming for the lease of the animal shelter at 316 State Highway 189; seconded by Councilmember Price. The mayor then called for the questions. Those voting "Yea" were Councilmember Batista, Councilmember Popp, Councilmember Price and Councilmember Quinn. Councilmember McConkie voted "Nay." Mayor Bowen voted "Yea." Motion carried.

COMMENTS:

Councilmember Price, Councilmember Popp, Councilmember Quinn, Councilmember McConkie and Councilmember Batista made comments. Mayor Bowen made comments.

There being no further business before the Council, Mayor Bowen adjourned the meeting; 7:49 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
COMBINED CASH FUND						
01-11750 UTILITY CASH CLEARING						
99228	KRUCKENBERG, DAN & TINA	REFUND	GARBAGE OVERPAYMENT REF	08/05/2025	32.00	
GENERAL FUND						
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT	16 2760 3	APPLY GARBAGE DEPOSIT - LI	08/04/2025	64.00	
30121	CITY OF KEMMERER ACCT	21 7495 4	APPLY GARBAGE DEPOSIT - A	08/04/2025	64.00	
30121	CITY OF KEMMERER ACCT	21 7768 8	APPLY GARBAGE DEPOSIT - M	08/04/2025	64.00	
30121	CITY OF KEMMERER ACCT	21 7783.8	APPLY GARBAGE DEPOSIT - M	08/04/2025	64.00	
30121	CITY OF KEMMERER ACCT	51.1025.4	APPLY GARBAGE DEPOSIT - B	08/04/2025	64.00	
ADMINISTRATION						
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	54039	ADMIN - COMPUTER SUPPORT	07/28/2025	847.29	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0825	INTERNET - ADMIN	08/01/2025	51.56	
10081	ALL WEST COMMUNICATIONS	0628-0825	IP CONNECTION SLETC TO CH	08/01/2025	15.00	
70275	GOTO TECHNOLOGIES USA, IN	IN7104098723	MONTHLY PHONE SERVICE - A	08/01/2025	194.96	
22016	VERIZON WIRELESS	6119555513	CELL PHONE - BM	07/26/2025	37.54	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	7-22-25	SALARIES COUNCIL MINUTES	07/22/2025	530.70	
11020	KEMMERER GAZETTE	7-29-25	ORDINANCE	07/29/2025	414.80	
10-43-710 EQUIPMENT LEASE						
13000	MARLIN LEASING CORPORATI	40764128	COPIER LEASE	07/27/2025	257.00	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT, E. DEAN	05-25	LEGAL FEES - ADMINISTRATIO	06/30/2025	2,625.00	
CITY HALL COMPLEX						
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-0625	FUEL	06/30/2025	217.66	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
20006	TOM'S HVAC LLC	6958	CITY HALL CONFERENCE ROO	07/31/2025	310.53	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8134-0725	JANITORIAL - CITY HALL	07/31/2025	304.50	
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6119555513	CELL PHONE - WB	07/26/2025	37.54	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4529	FIRE ALARM SYSTEM - CH	08/01/2025	50.00	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0725	CITY HALL	07/28/2025	1,446.82	
18009	ROCKY MOUNTAIN POWER	047-0725	CITY HALL SPRINKLER	07/28/2025	171.42	
18009	ROCKY MOUNTAIN POWER	100-0725	CITY HALL PARKING LOT	07/28/2025	33.55	
18009	ROCKY MOUNTAIN POWER	101/105-0725	CITY HALL STREETLIGHTS	07/28/2025	735.73	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0725	WATER - 226 HIGHWAY 233	07/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0725	WATER CITY HALL REAR	07/25/2025	163.79	
11015	K-D JOINT POWERS BOARD	7221910-0725	WATER CITY HALL FRONT	07/25/2025	101.53	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0725	SEWER - 226 HIGHWAY 233	07/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0725	SEWER CITY HALL REAR	07/25/2025	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0725	SEWER CITY HALL FRONT	07/25/2025	42.68	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	106389256	FUEL - PD	07/31/2025	1,989.60	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0825	INTERNET - POLICE DEPT.	08/01/2025	25.39	
70275	GOTO TECHNOLOGIES USA, IN	IN7104098723	MONTHLY PHONE SERVICE - P	08/01/2025	61.27	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
14015	NETWIZE	54039	POLICE - COMPUTER SUPPOR	07/28/2025	365.27	
22016	VERIZON WIRELESS	6119555513	CELL PHONE - PD (3)	07/26/2025	112.62	
22016	VERIZON WIRELESS	6119555513	TABLETS - PD (7)	07/26/2025	280.07	
22016	VERIZON WIRELESS	6119555513	KPD CAMERA	07/26/2025	40.01	
10-50-440 ADVERTISING						
11020	KEMMERER GAZETTE	7-22-25	BID - NEW PD VEHICLE	07/22/2025	134.20	
11020	KEMMERER GAZETTE	7-29-25	BID - NEW POLICE VEHICLE	07/29/2025	134.20	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5035352896	COPIER LEASE - PD	08/04/2025	96.00	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0725	COMMUNICATIONS - 0725	07/31/2025	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	0725	PRISONER CARE - 0725	07/31/2025	120.00	
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0725	ANIMAL SHELTER	07/28/2025	69.34	
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0725	WATER -ANIMAL SHELTER	07/25/2025	64.79	
PUBLIC WORKS ADMINISTRATION						
10-65-560 SAFETY						
16002	PERSONNEL SCREENING SER	11315	RANDOM TESTING	06/24/2025	520.20	
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-0725	STREET LIGHTING	07/28/2025	9.95	
18009	ROCKY MOUNTAIN POWER	053-0725	STREET LIGHTING (HOLLAND)	07/28/2025	12.56	
18009	ROCKY MOUNTAIN POWER	061-0725	SPINEL LIFT STATION	07/28/2025	35.95	
18009	ROCKY MOUNTAIN POWER	094/099-0725	STREET LIGHTS	07/28/2025	4,101.95	
STREET MAINTENANCE						
10-66-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	STREET -0625	FUEL	06/30/2025	1,805.80	
10-66-280 EQUIPMENT MAINTENANCE						
23050	WYOMING MACHINERY COMPA	W08616250	TURBOCHARGE & MUFFLER	07/31/2025	3,581.44	
10-66-410 TELECOMMUNICATIONS						
14015	NETWIZE	54039	STREETS - COMPUTER SUPPO	07/28/2025	58.39	
22016	VERIZON WIRELESS	6119555513	CELL PHONE - CN	07/26/2025	37.54	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0725	INDUSTRIAL PARK	07/28/2025	8.17	
18009	ROCKY MOUNTAIN POWER	060-0725	GARAGE & SHOP	07/28/2025	202.48	
18009	ROCKY MOUNTAIN POWER	072-0725	INDUSTRIAL PARK	07/28/2025	21.64	
18009	ROCKY MOUNTAIN POWER	106-0725	GARAGE PARKING LOT	07/28/2025	8.17	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0725	WATER - 213 PINE	07/25/2025	65.99	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0725	SEWER - 213 PINE	07/25/2025	31.92	
SANITATION - OPERATIONS/MAINT.						
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI-0625	FUEL	06/30/2025	1,377.35	
10-69-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM250561	GREEN DUMP	07/29/2025	330.00	
10-69-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6119555513	CELL PHONE - JB	07/26/2025	41.69	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	50939	POSTAGE UTILITY BILLS	07/29/2025	201.93	
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	50939	PRINT UTILITY BILLS	07/29/2025	74.69	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0725	INDUSTRIAL PARK	07/28/2025	4.39	
18009	ROCKY MOUNTAIN POWER	060-0725	GARAGE & SHOP	07/28/2025	109.03	
18009	ROCKY MOUNTAIN POWER	072-0725	INDUSTRIAL PARK	07/28/2025	11.65	
18009	ROCKY MOUNTAIN POWER	106-0725	GARAGE PARKING LOT	07/28/2025	4.39	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0725	WATER - 213 PINE	07/25/2025	35.53	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0725	SEWER - 213 PINE	07/25/2025	17.19	
PARKS MAINTENANCE						
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	07/25	ADAPTOR, CLAMP, DUSTER, N	07/25/2025	28.95	
10-75-285 BUILDING AND GROUNDS MAINTENANCE						
10078	ACE HARDWARE	07/25	TRIMMER LINE, SPRINKLER, R	07/25/2025	42.57	
10-75-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM250606	PORTABLE RESTROOM SERVI	07/28/2025	945.00	
18075	RUGGED MOUNTAIN AVIATION	25028	MOSQUITO SPRAYING 2025	07/24/2025	4,205.70	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0725	PARKS SHOP	07/28/2025	33.50	
18009	ROCKY MOUNTAIN POWER	018-0725	FRONTIER FIELDS	07/28/2025	33.29	
18009	ROCKY MOUNTAIN POWER	046-0725	DVILLE GATEWAY	07/28/2025	35.14	
18009	ROCKY MOUNTAIN POWER	055-0725	PIZ PARK (COULSON)	07/28/2025	34.36	
18009	ROCKY MOUNTAIN POWER	058-0725	COLD STORAGE	07/28/2025	73.34	
18009	ROCKY MOUNTAIN POWER	062-0725	KMER GATEWAY POE	07/28/2025	36.81	
18009	ROCKY MOUNTAIN POWER	067-0725	RANGER PARK	07/28/2025	33.73	
18009	ROCKY MOUNTAIN POWER	071-0725	RIVER SPRINKLER PUMPS	07/28/2025	173.68	
18009	ROCKY MOUNTAIN POWER	091-0725	ARCHIE NEIL CONCESSIONS	07/28/2025	48.94	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0725	PP&L SUBSTATION	07/25/2025	767.35	
11015	K-D JOINT POWERS BOARD	7205261-0725	SPRINKLER - TRIANGLE	07/25/2025	729.71	
11015	K-D JOINT POWERS BOARD	7208851-0725	WATER - ARCHIE NEIL PARK	07/25/2025	2,979.90	
11015	K-D JOINT POWERS BOARD	7221890-0725	WATER - PARKS SHOP	07/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	9002632-0725	WATER - RANGER PARK	07/25/2025	409.12	
11015	K-D JOINT POWERS BOARD	9007482-0725	WATER - PIZ PARK (WEST)	07/25/2025	234.44	
11015	K-D JOINT POWERS BOARD	9007492-0725	WATER - PIZ PARK (EAST)	07/25/2025	238.02	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-340 LEGAL FEES						
19031	STOUT, E. DEAN	05-25	LEGAL FEES - COMMUNITY DE	06/30/2025	1,510.00	
10-86-360 CONTRACTUAL SERVICES						
19010	SHUMS CODA ASSOCIATES	11344	PLAN REVIEWS - 0625	07/26/2025	340.00	
19010	SHUMS CODA ASSOCIATES	11345	BUILDING INSPECTION - 0625	07/26/2025	270.00	
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104098723	MONTHLY PHONE SERVICE - P	08/01/2025	11.14	
10-86-440 ADVERTISING						
11020	KEMMERER GAZETTE	7-29-25	PUBLIC HEARING - RMP SUBST	07/29/2025	48.80	
MUNICIPAL COURT						
10-88-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104098723	MONTHLY PHONE SERVICE - C	08/01/2025	11.14	
CAPITAL PROJECTS FUND						
ADMINISTRATION						
26-43-010 FIREWALL & ADMIN COMPUTERS						
14015	NETWIZE	26217	SONIC WALL SUBSCRIPTION	07/28/2025	2,409.56	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-240 GAS, OIL AND LUBRICANTS						
30396	RELADYNE WEST, LLC	1259042-IN	FUEL - GC	07/29/2025	1,782.75	
54-73-250 VEHICLE MAINT & REPAIRS						
10078	ACE HARDWARE	07/25	TIRE REPAIR	07/25/2025	30.79	
54-73-260 CONSTRUCTION & REPAIR SUPPLIES						
20010	TURF EQUIPMENT & IRRIGATIO	3034379-00	FLX 54 / SPRINKLER HEADS	07/28/2025	2,000.34	
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	54039	GOLF MAINT. - COMPUTER SUP	07/28/2025	29.19	
22016	VERIZON WIRELESS	6119555513	CELL PHONE - GOLF MAINT.	07/26/2025	49.64	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
54-73-560 SAFETY						
10078	ACE HARDWARE	07/25	GLOVES & SUNSCREEN	07/25/2025	52.46	
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-0725	GOLF MAINT. SHOP	07/28/2025	47.47	
18009	ROCKY MOUNTAIN POWER	048-0725	SECURITY LIGHT	07/28/2025	25.12	
18009	ROCKY MOUNTAIN POWER	049-0725	SODIUM VAPOR POLE	07/28/2025	9.95	
18009	ROCKY MOUNTAIN POWER	052-0725	GOLF CART SHED	07/28/2025	37.84	
18009	ROCKY MOUNTAIN POWER	069-0725	SECURITY LIGHT	07/28/2025	25.12	
18009	ROCKY MOUNTAIN POWER	071-0725	RIVER SPRINKLER PUMPS	07/28/2025	980.03	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0725	WATER - GOLF MAINT. SHOP	07/25/2025	64.79	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0725	SEWER - GOLF MAINT. SHOP	07/25/2025	49.10	
54-73-720 EQUIPMENT RENTAL						
10030	J SOLUTIONS, LLC	SM250606	PORTABLE RESTROOM SERVI	07/28/2025	360.00	
54-73-980 NEW EQUIPMENT						
19030	STOTZ EQUIPMENT	25128	TRACTOR & BACKHOE	08/07/2025	41,719.58	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-0725	LITTLE LEAGUE CONCESSION	07/28/2025	84.73	
18009	ROCKY MOUNTAIN POWER	068-0725	STORAGE SHED	07/28/2025	33.29	
18009	ROCKY MOUNTAIN POWER	071-0725	RIVER SPRINKLER PUMPS	07/28/2025	62.03	
18009	ROCKY MOUNTAIN POWER	077-0725	LITTLE LEAGUE CROWS NEST	07/28/2025	17.70	
54-77-621 WATER						
11015	K-D JOINT POWERS BOARD	7225082-0725	WATER - BALLFIELD RESTROO	07/25/2025	64.79	
54-77-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225082-0725	SEWER - BALLFIELD RESTROO	07/25/2025	43.16	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
99230	KRELL, TAMMY	4	SHIRTS & STICKERS	08/04/2025	175.00	
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	54039	CLUBHOUSE - COMPUTER SUP	07/28/2025	29.19	
22016	VERIZON WIRELESS	6119555513	CELL PHONE - GOLF CLUBHOU	07/26/2025	37.54	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-0725	GOLF CLUBHOUSE	07/28/2025	189.20	
18009	ROCKY MOUNTAIN POWER	076-0725	RV SPACE	07/28/2025	24.26	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0725	WATER - RV SPACE	07/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0725	WATER - CLUBHOUSE	07/25/2025	84.02	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0725	SEWER - RV SPACE	07/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0725	SEWER - CLUBHOUSE	07/25/2025	50.94	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-340 LEGAL FEES						
19031	STOUT, E. DEAN	05-25	LEGAL FEES - AIRPORT	06/30/2025	122.50	
55-73-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	186867	ENG - GENERAL SERVICES	06/30/2025	442.50	
15020	OUTLAW SUPPLY, INC.	8133-0725	JANITORIAL - AIRPORT	07/31/2025	131.25	
55-73-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6119555513	TABLET AND CELL PHONE - AI	07/26/2025	77.55	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4529	FIRE ALARM SYSTEM - AIRPOR	08/01/2025	50.00	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-0725	AIRPORT SECURITY LIGHTING	07/28/2025	33.22	
18009	ROCKY MOUNTAIN POWER	017-0725	AIRPORT EQUIP BLDG	07/28/2025	42.59	
18009	ROCKY MOUNTAIN POWER	063-0725	AIRPORT HANGER #8	07/28/2025	34.27	
18009	ROCKY MOUNTAIN POWER	073-0725	AIRPORT TERMINAL	07/28/2025	146.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
18009	ROCKY MOUNTAIN POWER	090-0725	AIRPORT VAULT	07/28/2025	123.69	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-0725	WATER POINT KEY A-10	07/25/2025	65.10	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	186853	ENG LIGHTING & WINDCONES	06/30/2025	1,398.50	
10069	JUB ENGINEERS INC	186856	ENG - LIGHTING & WINDCONE	06/30/2025	227.08	
55-75-015 2025 SEAL COAT & MARK PVMTS						
10157	AMERICAN ROAD MAINTENAN	PP#1	2025 SEAL COAT & MARK PAVE	07/30/2025	148,488.56	
10069	JUB ENGINEERS INC	186865	ENG - 2025 SEAL COAT & MARK	06/30/2025	1,531.50	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-360 CONTRACTUAL SERVICES						
14015	NETWIZE	54039	REC - COMPUTER SUPPORT	07/28/2025	365.27	
15020	OUTLAW SUPPLY, INC.	8131-0725	JANITORIAL - REC CENTER	07/31/2025	509.25	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0725	REC CENTER	07/28/2025	966.24	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0725	WATER - REC CENTER	07/25/2025	647.91	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0725	SEWER - REC CENTER	07/25/2025	49.10	
OUTDOOR POOL						
56-88-220 TECHNICAL SUPPLIES						
10078	ACE HARDWARE	07/25	MURIATIC ACID	07/25/2025	431.52	
56-88-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0725	SWIMMING POOL	07/28/2025	341.17	
56-88-621 WATER						
11015	K-D JOINT POWERS BOARD	7208842-0725	WATER - SWIMMING POOL	07/25/2025	295.36	
56-88-622 SEWER						
11015	K-D JOINT POWERS BOARD	7208842-0725	SEWER - SWIMMING POOL	07/25/2025	199.47	
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4529	FIRE ALARM SYSTEM - EC	08/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8130-0725	JANITORIAL - EVENT CENTER	07/31/2025	409.50	
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0825	PHONE SERVICE - EC	08/01/2025	88.50	
10081	ALL WEST COMMUNICATIONS	0212-0825	PHONE SERVICE - LINC. CTY	08/01/2025	132.73	
10081	ALL WEST COMMUNICATIONS	0212-0825	INTERNET - SLTEC	08/01/2025	125.90	
10081	ALL WEST COMMUNICATIONS	0212-0825	LONG DISTANCE - EC	08/01/2025	1.39	
10081	ALL WEST COMMUNICATIONS	0212-0825	FAX & LONG DISTANCE - LINC	08/01/2025	38.43	
10081	ALL WEST COMMUNICATIONS	0628-0825	IP CONNECTION SLTEC TO CH	08/01/2025	15.00	
14015	NETWIZE	54039	SLTEC - COMPUTER SUPPORT	07/28/2025	336.09	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	071-0725	RIVER SPRINKLER PUMPS	07/28/2025	24.81	
18009	ROCKY MOUNTAIN POWER	086-0725	EVENTS CENTER	07/28/2025	1,447.16	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-0725	WATER - EVENTS CENTER	07/25/2025	206.90	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0725	SEWER - EVENTS CENTER	07/25/2025	50.85	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0725	VISITOR CENTER	07/28/2025	58.59	
18009	ROCKY MOUNTAIN POWER	085-0725	TRIANGLE PARK - SOUND EQUI	07/28/2025	50.63	
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0725	WATER - VISITOR CENTER	07/25/2025	64.79	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0725	SEWER - VISITOR CENTER	07/25/2025	49.10	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4529	FIRE ALARM SYSTEM - OTH	08/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8132-0725	JANITORIAL- 700 CEDAR	07/31/2025	105.00	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0725	700 CEDAR	07/28/2025	437.44	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0725	WATER 700 CEDAR	07/25/2025	64.79	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0725	SEWER 700 CEDAR	07/25/2025	43.33	
Grand Totals:					<u>252,162.22</u>	

Automatic Payments/Debits

Date	Payee	Payment Description	Amount
7/23/25	Wyoming Liquor Division	Hard Liquor Order	\$621.98
7/23/25	Western Wyoming Beverage	Malt Beverage Order	\$308.10
7/23/25	Western Wyoming Beverage	Malt Beverage Order	\$206.30
7/23/25	Teton Dist.	Malt Beverage Order	\$333.10
7/30/25	Wyoming Liquor Division	Malt Beverage Order	\$41.00
07/30/25	Wyoming Liquor Division	Malt Beverage Order	\$53.50
7/30/25	Teton Dist.	Malt Beverage Order	\$84.25
		Total:	\$1,648.23

Date Approved: _____ 08/11/2025

Mayor _____

Council _____

Council _____

Council _____

Council _____

Council _____

Council _____

Treasurer _____

Consent Agenda (c)

AGENDA ITEM # C *Consent Agenda*
NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 11, 2025

SUBJECT: 2025 Emergency Insect Management Grant Agreement

DESCRIPTION/JUSTIFICATION:

The City of Kemmerer previously submitted and was approved for a \$2998 grant for Emergency Insect Management from the Wyoming Department of Agriculture (WYDOA). To receive the funding the City needs to complete an agreement with WYDOA, which has been approved by the Attorney General's Office and is attached.

The City of Kemmerer's match on this is \$3,596, as well as \$1,215 in City Labor; Diamondville also matched \$2,400; the Lincoln County Weed and Pest will be paying for the chemical at \$8,629.50; so the total matching funds is \$15,840.50 with a total budget with the grant of \$18,838.50.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the 2025 Emergency Inset Management Grant Agreement with the Wyoming Department of Agriculture to receive grant payment of no more the \$2,998.00.

Attachments Provided: Yes X No

2025 Emergency Insect Management Grant Agreement
Appendix/Attachment A. Grant Application

Submitted by: Brian Muir, City Administrator

Appendix C – Grant Application

Applicant Information:

Organization (Grantee): The City of Kemmerer

Contact Name: Brian Muir

Contact Title: City Administrator

Address: 220 State Highway 233

City, State, and Zip: Kemmerer, WY 83101

Phone: 307-828-2350 Fax: 307-828-2355

Email: bmuir@kemmerer.org

Fiscal Year End Date (MM/DD): 06 / 30 Calendar Year 2025

Is someone other than the Contact listed responsible for signing contracts? If so;

Name Robert Bowen Title Mayor

Grant Request

Program Title: Kemmerer Area Mosquito Control

	Check if Appropriate:	State Designated	County Declared
Targeted Insect(s) (Please Check)	<input checked="" type="checkbox"/>		
<u>West Nile Virus Vector Mosquitoes</u>			<input type="checkbox"/>
<input type="checkbox"/> <u>Mountain Pine Beetle</u>		<input type="checkbox"/>	
<input type="checkbox"/> <u>Grasshoppers</u>		<input type="checkbox"/>	
<input type="checkbox"/> <u>Other: (List)</u>		<input type="checkbox"/>	<input type="checkbox"/>

EIMP Grant Funds: \$ 2998

Matching Funds: \$ 15,840.50

Total Amount: \$ 18,838.50

*Entries **MUST** match values in the "Partners" and "Budget" Sections of the Application*

Please list any living species currently listed as threatened or endangered or any candidate species, as defined by the Endangered Species Act that could affect your program.

Land Units Benefited

Please list the number of acres *benefited by this program based on land ownership.*

	Specify Name for: Units, District, Facilities, etc.	Acres to be incorporated in the Program Area	Acres Treated in the Program Area
Bureau of Land Management			
Bureau of Reclamation			
Department of Defense			
National Park Service			
Wyoming Game and Fish			
Fish and Wildlife Service			
USDA-Forest Service			
Other Federal Land			
Tribal Land			
State Land (<i>excluding State Fair and State Parks</i>)			
City/Town		65,472	65,472
Special Districts			
Private Land			
TOTAL		65,472	65,472

Partners

Please indicate all Matching Funds including district, federal, tribal, state, local, private, and non-governmental partners and their level of participation (**do not include grant funds**). Separate Cash and In-Kind match for each Partner identified. Include your own contribution.

Partners	Contribution Amount	Cash or In-kind Services
Kemmerer	\$ 3,596	C
Diamondville	\$ 2,400	C
LC Weed and Pest	\$ 8,629.50	I
City of Kemmerer Emp	\$ 1,215	I
	\$	
	\$	
	\$	
TOTAL	\$ 15,840.50	

Budget

	Grant Funds	Matching Funds Cash	Matching Funds In-Kind	TOTALS
Salaries: Part-time			\$1215	\$1215
Contractual Services:	\$2998	\$4996		\$7994.00
Supplies: (ex. PPE)		\$8,629.50		\$8629.50
Pesticides: (Larvacides/Adulticides)				
<i>Equipment:</i>				
Equipment Rental:				
In-State Travel:				
<i>Mapping/survey:</i>				
<i>Research:</i>				
Education:				
<i>Administration:</i>		\$1,000		\$1,000
Other:				
Other:				
Other:				
TOTALS				\$18,838.50

Only 20% of EIMPA funds may go to administrative costs, equipment, research and mapping activities during the first three years of a management program, and not more than 10% of these funds shall be used for those purposes in subsequent years.

Only 20% of all allocated EIMPA funds for the Fiscal Year may go to research.

Provide an approximated itemized account for each of the above categories:

1. Salaries – 1 Staff Employed for 5 months, from Mid May through Mid September \$30.39 @ 2 hours per week X 20 = \$1215.66
2. Pesticides – Iyfanon 2 55 gallon drums x \$4314.75 = \$8,629.50, 6tl tablets 10 boxes x = total
3. Application \$3000 per application, 2 applications per year - \$6,000

Use the space below, or attach Itemized budget

Program Narrative

A program narrative is required. Funding will only be awarded to applications that address **all** of the following components.

- I. **Program Name and Summary** City of Kemmerer Area Mosquito Control
- II. **Program Abstract** a joint Kemmerer/Diamondville public health initiative aimed at reducing mosquito populations and the risk of mosquito-borne diseases.
- III. **Program Description**
 - A. **Program:** Kemmerer and Diamondville are located next to the Hams Fork River drainage. This includes shallows, oxbows and still water areas. The mentioned areas are natural breeding grounds for mosquito larva. To control the mosquito population, We use Bti briquettes as early as larva are detected and we spray for them via aircraft. These applications are applied Mid-June, July and sometimes in August depending on weather and testing sites.
 - B. **Objectives:** This program is designed to reduce the risk of exposure to disease (West Nile Virus). This is obtained by reducing the population of the mosquitoes and in turn also lessening the annoyance of mosquitoes during outdoor activities.
 - a. Improve mosquito incubation areas
 - b. Help control mosquitoes at the larvicide life cycle
 - c. Update mosquito traps for improved sampling
 - C. **Methodology:** The City and Citizens sponsor multiple outdoor events every year during the months of June and July. We start monitoring the mosquito population during the month of may in select areas around the city (youth fishing pond, and north of the municipal golf course), which gives us great testing/sample sites. We apply bti briquettes as soon as we we larva activity. Around the 3a week of June we schedule our first aerial application or earlier if needed. During this application we apply Fyfanon in the program area. The first application will help control the mosquito population for the beginning in July. Our second application occurs around the 3rd week of July or earlier or later as needed and continues to control the mosquito population in August and September, BTI's are also used in slews, still water areas, and oxbows to help regulate larval.
 - D. **Tax Mechanism :** All tax are paid through the mill levy in the area.
 - E. **Management Implications:** Management is performed by the City of Kemmerer's Park Department. The department is comprised of one individual. In May that employee starts distributing BTI's around known

areas that have been identified as high larva grounds. Spraying starts in the 3rd or 4th week of June, depending on weather and infestation mosquitos. We then typically reapply in the later part of July for a 2nd application depending on mosquito

F. Notifications: The general public is notified 24 hours in advance by radio and social media before planned application date.

G. Monitoring and Evaluation: Monitoring of larvae and adult populations is collected by the City of Kemmerer Parks Department. We plan to mail in species for testing.

H. Education: Before the application is applied, information is sent to and reported by the local radio station, KMER. Also it is included on the community social media page on Facebook. All the information about Fyfonal is listed on there.

I. Results: The results of this program can be noted in the appreciation that the city council receives for the citizens and the lowering of mosquito population in the area after applications have been made and that there are no new west Nile virus cases.

IV. Justification With the support of this program we have been able to help control our mosquito population and help aid in no cases of West Nile in our area. We look forward to our continued partnership with the Wyoming Department of Agriculture in this program.

Attachments

Attach copies of the following items.

A. Organization Information

- 1. The Mosquito abatement will be run by John Tibbetts, Golf and Parks Director, with two years experience working under the direction of former Golf and Parks Director Cory See at the Fossil Island Golf Course. John has a B.S. in Psychology From Florida Atlantic University.*
- 2. List of applicants: Mayor Robert Bowen, City Council Members: Mark Quinn, Bill Price, Dave McConkie, Brantley Popp, Caleb Ellis, Marlin Batista*

B. Program Information

- 1. Map of the program area that is delineates program borders.*
- 2. Samples of Educational Material*

-
-
- **Mail the complete application and attachments to:**

Attachment A to Emergency Insect Management Program Grant Agreement between Wyoming Department of Agriculture
Wyoming Department of Agriculture
Attn: Lindsey Woodward
-6 of 6



The Wyoming Department of Agriculture is dedicated to the promotion and enhancement of Wyoming's agriculture, natural resources and quality of life.

MEMORANDUM

TO: Robert Bowen, Mayor
City of Kemmerer

FROM: Mercedes De La Torre
Contracts Coordinator

SUBJECT: 2025 Emergency Insect Management Grant Agreement

DATE: July 23, 2025

Robert,

Enclosed is the original signature page for the grant agreement for the City of Kemmerer 2025 Kemmerer Area Mosquito Control project. Please review the document carefully, sign where indicated and return this original grant agreement to me in the provided return envelope. Once the agreement is fully executed, I will return a copy to you for your records.

Please call me at (307)777-6577 or email me at mercedes.delatorre@wyo.gov with any questions or concerns that you may have.

Thank you!

Equal Opportunity in Employment and Services

BOARD MEMBERS

Andrew Patrick, *District 1* • James Rogers, *District 2* • Kim Bright, *District 3* • Amanda Hulet, *District 4* • Mike Riley, *District 5*
Jody Bajley, *District 6* • Larry Krause, *District 7*

YOUTH BOARD MEMBERS

Meredith Halweg, *Southern* • Benjamin Anson, *Northwest* • Hadley Manning, *Southwest* • Lexi Baudet, *Northeast*

**EMERGENCY INSECT MANAGEMENT PROGRAM GRANT AGREEMENT
BETWEEN
WYOMING DEPARTMENT OF AGRICULTURE
AND
CITY OF KEMMERER**

1. **Parties.** The parties to this Grant Agreement (Agreement) are Wyoming Department of Agriculture (Agency), whose address is: 2219 Carey Avenue, Cheyenne, Wyoming 82002, and City of Kemmerer (Grantee), whose address is: 220 State Highway 223, Kemmerer, Wyoming 83101.
2. **Purpose of Agreement.** Agreement is to set forth the terms and conditions by which the Agency shall distribute funding to the Grantee for the 2025 Kemmerer Area Mosquito Control (Project) as described in Grantee's Emergency Insect Management Grant Application, Attachment A, which is attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through February 1, 2026. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Grantee for the services described in Section 5 below and Attachment A. Total payment under this Agreement shall not exceed two thousand, nine hundred ninety-eight dollars (\$2,998.00). Payment shall be made from Agency's BFY 25 0451 budget. Payment shall be made within forty-five (45) days after submission and approval of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees to:
 - A. Submit a signed voucher to the Agency requesting the Emergency Insect Management Project Grant funds.

- B.** Perform the proposed tasks and activities for the Project described in Attachment A.
- C.** Conduct Project activities while concurrently abiding by all applicable state and federal regulations, including but not limited to:
 - (i)** Wyoming Pollution Discharge Elimination System (WYPDES).
 - (ii)** Wyoming Environmental Pesticide Control Act of 1973.
- D.** Notify Agency immediately before making any changes to original program objectives or methodology, as described in Attachment A.
- E.** Acknowledge that monitoring of Project progress may occur during the Grant Period, and audits may take place during Project and up to five (5) years after Project completion.
- F.** Maintain and retain accurate records on completed Project for five (5) years, starting from the date Grantee's final report is approved by the Agency.
- G.** Provide a match of fifteen thousand, eight hundred forty dollars and fifty cents (\$15,840.50), as stated in Attachment A. If the full match is not met, Grantee agrees to provide a narrative explaining the factors that resulted in shortages from original budget submitted.
- H.** Notify registered beekeepers in their treatment areas of any scheduled pesticide applications.
- I.** Submit to the Agency a final report consisting of Appendices D, E, and F of the Grant application. Appendices D, E, and F can be located on the Agency's website at <http://agriculture.wy.gov/>, and are incorporated into this Agreement by this reference. The final report is due upon completion of the Project but in no event later than December 31, 2025. The final report shall include:
 - (i)** Status of Project tasks and activities that have been performed;
 - (ii)** List of Subgrantees who received Emergency Insect Management funding as outlined in Attachment A;
 - (iii)** Detailed accounting information about grant funds and cash and in-kind matching funds used for the Project described in Attachment A;
 - (iv)** Monitoring data as required by Appendix E and F of the Grant application;
 - (v)** Verification that all applicators were properly licensed with the Agency;

- (vi) Verification that any contracted pesticide aerial applicator(s) have properly licensed all applicator airplanes with the Agency; and
 - (vii) Success of the Project, including proposed versus actual outcomes.
- J. Return to the Agency any unused Emergency Insect Project Management Grant funds that have not been expended by completion of Grantee's Project. All unused funds shall be returned with the final report, in no event later than December 31, 2025.
 - K. Acknowledge that Grantee's non-compliance with the responsibilities of the Grantee listed above may disqualify Grantee from future Emergency Insect Management Grant funding.
 - L. Acknowledge that Grantee's failure to perform in a manner consistent with the terms and conditions listed above and to the satisfaction of the Agency, may result in the Grantee repaying the full amount of all grant funds expended plus four percent (4%) interest.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Grantee in accordance with Section 4 above.
 - B. Review the Grantee's voucher and written reports within forty-five (45) days of receipt of each. Agency shall also notify Grantee of any changes that need to be made to any documents received or approved within the same forty-five (45) days.
 - C. Notify Grantee of the date final report is approved by the Agency, for document retention purposes, as detailed in Section 5(F) above.
7. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
 - B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
 - C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other

party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Grantee shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Grantee shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Grantee is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. Grantee shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Agency for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Agreement.** This Agreement, consisting of nine (9) pages; Attachment A, Emergency Insect Management Grant Application, consisting of six (6) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** Grantee shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Grantee's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment

insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- S. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- U. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

- V. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- W. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- X. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- Y. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Z. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- AA. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

DD. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

EE. Counterparts. This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:
Wyoming Department of Agriculture

Doug Miyamoto, Director

Date

Slade Franklin, Technical Services Manager

Date

GRANTEE:
City of Kemmerer

Robert Bowen, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

my # 250199
Megan Pope, Senior Assistant Attorney General

7/22/25
Date

Tabled Business (a)

Tabled Business

AGENDA ITEM # A ~~OLD BUSINESS~~

=====

Department: ADMINISTRATION

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

~~June 23, 2025~~

~~July 14, 2025~~

~~July 28, 2025~~

Aug 11, 2025

SUBJECT: 3rd 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 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.

In our June 23, 2025 meeting we discussed adding a four-year term with automatic renewal. It appears that Enbridge will be OK with a five-year term. Enbridge has confirmed that we are receiving a 2% franchise fee which language has been added in section 7, along with associated language from section 10 of our current Franchise Ordinance No 97-754, along with additional language needed for reporting and tracking revenues for the City Treasurer's purposes.

Enbridge has some concerns about the bonding and about continuing the 2% franchise fee and may not be ready to sign-off on this agreement. It should be clear that not having the bonding creates more risk for the city and lowering the franchise fee would lower the city's annuals significantly and potentially increase expenses should there be excavations. In fact the recently approved budget includes a forecast of over \$30,000 in franchise tax revenues from Enbridge, which we recommend not reducing.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 3^d and final 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 X No

Submitted by: Brian Muir, City Administrator

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 (20) 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 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. — This Franchise is granted for an initial term of five (5) years, with an automatic renewal for additional terms of five (5) years, unless the governing body or utility chooses not to renew, and gives proper notice. The City or utility may terminate the Franchise at the end of the initial term, or any renewal term, by giving written notice of its intent not to renew the franchise grant, not less than one hundred eighty (180) calendar days before the expiration of the term.~~

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. Franchise Fee As further consideration for this franchise, and in lieu of all municipal occupation or license taxes upon the Enbridge Gas Wyoming, which provides for the use by Enbridge Gas Wyoming 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 7.3.

7.1 Within forty-five (45) days after the close of each quarter in each calendar year, Enbridge Gas Wyoming 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/she may request, the City Treasurer may investigate the statement and determine the accuracy of the amounts reported, and if the City Treasurer finds any mathematical errors, report them to Enbridge Gas Wyoming for correction. If the Franchise Fee as paid shall be found deficit, Enbridge Gas Wyoming 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, Enbridge Gas Wyoming shall make payment under protest during the resolution of the dispute between the parties.

7.2 The records of Enbridge Gas Wyoming pertaining to the report(s) required in this Section shall be open for inspection by the City and its duly authorized representatives for the purpose of verification.

7.3 "Gross Revenue" refers to any revenue of Enbridge Gas Wyoming 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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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: _____

14. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 110, in lieu of any insurance as may be required in any City ordinances.

15. **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?]

16. **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.

~~17. **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.~~

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

24. **Survival of Terms:** The Parties’ obligations of indemnity and limitations of damages shall survive termination of this Agreement.

25. **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.

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

27. **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.

28. **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.

29. **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

New Business

(a)

KD JPB Appointment for
a term to expire on
December 31, 2026

New Business (b)

AGENDA ITEM # b NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 11, 2025

SUBJECT: Amended MOU for Economic Development Liaison

DESCRIPTION/JUSTIFICATION:

The City of Kemmerer, The South Lincoln County Development Corporation (SLCDC), a newly formed 501c6, and the Town of Opal plan to contribute the following funds for an Economic Development Liaison who coordinates economic development activities, including helping to attract, provide information to, and vet businesses wanting to locate in South Lincoln County. This position also includes running the SLCDC’s monthly meeting with TerraPower, Bechtel, and other parties interested in helping to develop our economy. This position also helps to provide a central point of contact for disseminating and coordinating economic related information to all the parties.

On March 24th 2025 the Kemmerer City Council approved funding this position in the amount of \$38,509.61 and signing the MOU. Since then Lincoln County has withdrawn their financial participation for the Liaison position due to loss of property tax revenue, but still has membership on the board. Their withdrawal necessitates amending the MOU. The Town of Cokeville is also considering being a party and we currently have two applicants for the Economic Development Liaison position. Below is the status of the funding all parties have committed, what has been spent, and what remains available in a fund at the County Treasurer.

	AMOUNT COMMITTED	AMOUNT SPENT ON LIAISON	AMOUNT REMAINING
City of Kemmerer	60,000.00	21,490.39	38,509.61
SLCDC	20,000.00	7,163.46	12,836.54
Town of Opal	5,000.00	1,790.86	3,209.14
TOTAL	\$85,000.00	\$30,444.71	\$54,105.29

The original MOU among the parties has expired and needs to be extended another two years so we can contract with a new economic development liaison which has been offered the position.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the attached MOU with the SLCDC, and the Town of Opal, committing to an amount remaining of \$38,509.61 to contract with an Economic Development Liaison.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORIGINAL MEMORANDUM OF UNDERSTANDING
COMMITTEE TO GUIDE DIVERSIFICATION OF KEMMERER AREA ECONOMY

PURPOSE AND SCOPE

This new MOU sets forth the agreement of funding the *Contract for Economic Development Liaison Consulting and/or Staffing Services* and the supervising and administrating thereof.

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) forming a Committee to Guide Diversification of Kemmerer Area Economy and later amended that MOU to add the Town of Opal as a party;

AND WHEREAS, Lincoln County no longer wishes to be a party;

AND WHEREAS, the Parties, provided and committed funding and were spent as follows to Contract for Economic Development Liaison Consulting Services (Consultant), and the following amounts remain available for Contracting Consultant:

<u>PARTY</u>	<u>AMOUNT COMMITTED</u>	<u>AMOUNT SPENT ON LIAISON</u>	<u>AMOUNT REMAINING</u>
<u>City of Kemmerer</u>	<u>60,000.00</u>	<u>21,490.39</u>	<u>38,509.61</u>
<u>SLCDC</u>	<u>20,000.00</u>	<u>7,163.46</u>	<u>12,836.54</u>
<u>Town of Opal</u>	<u>5,000.00</u>	<u>1,790.86</u>	<u>3,209.14</u>
<u>TOTAL</u>	<u>\$85,000</u>	<u>\$30,444.71</u>	<u>\$54,105.29</u>

AND WHEREAS, the October 10, 2022 MOU and amended MOU with Opal added as a party remained in effect until December 31, 2024 and now needs to be extended so that Consultant may be contracted with for at least another year from the date of the last signatory of this new MOU;

AND WHEREAS, other parties may wish to fund Consultant;

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

FUNDING

Parties shall provide funding for the Contract in the following manner:

~~Lincoln County, Wyoming shall contribute forty-five thousand dollars (\$45,000) to the Lincoln County Treasurer on or before October 14, 2025, for 2025-2026 Contract funding.~~

~~Lincoln County, Wyoming shall contribute forty-five thousand dollars (\$45,000) to the Lincoln County Treasurer on or before October 14, 2026 for 2026-2027 Contract funding.~~

The City of Kemmerer, Wyoming shall contribute its amount remaining with the Lincoln County Treasurer of thirty-eight thousand five hundred and nine dollars and 61 cents (\$38,509.61)~~thirty thousand dollars (\$30,000)~~ to the Lincoln County Treasurer on or before October 14, 2025, for 2025-2026 for Contract funding.

~~The City of Kemmerer, Wyoming shall contribute thirty thousand dollars (\$30,000) to the Lincoln County Treasurer on or before October 14, 2026, for 2026-2027 Contract funding.~~

The South Lincoln County ~~Economic~~ Development Corporation (SLC~~EDC~~) shall contribute its amount remaining with the Lincoln County Treasurer of twelve thousand, three hundred and eight-six

~~The SLCEDC shall contribute ten thousand dollars(\$10,000) to the Lincoln County Treasurer on or before October 14, 2026, for 2026-2027 Contract funding.~~

The Town of Opal shall contribute its amount remaining with the Lincoln County Treasurer of three thousand two hundred and nine dollars and fourteen cents (\$3209.14) ~~two thousand five hundred dollars (\$2,500) to the Lincoln County Treasurer on or before October 14, 2025, for 2025-2026 for~~ Contract funding.

~~The Town of Opal shall contribute two thousand five hundred dollars (\$2,500) to the Lincoln County Treasurer on or before October 14, 2026, for 2026-2027 Contract funding.~~

Said funding can be altered and additional funding provided by additional parties with agreement of all funding parties.

CONTRACT ADMINISTRATION

The SLCEDC is seeking to hire a contractor and/or staff to support, plan and encourage economic development in South Lincoln County.

The SLCEDC is the party designated to provide and attend to the day-to-day supervision and administration of the Contract. The SLCEDC shall be the contact with the Contractor on day- to-day operation.

DURATION

The intent is for this Amended MOU to remain in effect until two years from the last date of the signatory of this MOU ~~December 31, 2026.~~

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Amended MOU. All parties and the organization as a whole retain all governmental liability protections, immunities and limits either

ENTIRE UNDERSTANDING

The herein contained Amended MOU constitutes the entire understanding of the duties and obligations of the Parties pertaining to all matters contemplated hereunder at this time.

CONTACTS

City of Kemmerer 220
WY Hwy. 233
Kemmerer, WY 83101

~~Lincoln County, Wyoming
925 Sage Avenue, Suite 302
Kemmerer, WY 83101~~

SLCEDC
P.O. Box 263 Diamondville,
WY 83116

Town of Opal
P.O. Box 130 Opal, WY
83124

The signing of this Amended MOU simply intends that the signatories shall strive to reach, to the best of their abilities, the Mission outlined in this Amended MOU.

AUTHORIZATION AND EXECUTION

This Amended MOU shall be signed by all Parties and shall be effective as of the date of the last signatory.

~~IN WITNESS WHEREOF, the Commission has caused this Amended Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its County Clerk.~~

~~BOARD OF COMMISSIONERS OF THE COUNTY OF LINCOLN, WYOMING:~~

By: _____
_____ Kent Connelly, Chairman

Date: _____

ATTEST:

By: _____
April Brunski
Lincoln County Clerk

IN WITNESS WHEREOF, the City Council has caused this Amended Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF KEMMERER, WYOMING:

By: _____
Robert Bowen, Mayor

Date: _____

ATTEST:

By: _____
Natasia Diers, Kemmerer City Clerk

IN WITNESS WHEREOF, the Town Council has caused this Amended Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

TOWN OF OPAL, WYOMING:

By: _____
Mary Hall, Mayor

Date; _____

ATTEST:

By: _____
Laura Gerber, Opal Town Clerk

IN WITNESS WHEREOF, the SLCEDC has caused this Amended Memorandum of Understanding to be signed and executed in its behalf by its President, and duly attested by its Secretary.

SLCEDC AN INCORPORATED COMPANY IN THE STATE OF WYOMING:

By: _____
Teresa Chaulk, President

Date; _____

ATTEST:

By: _____
Stephen P. Allen, Secretary

New Business (c)

AGENDA ITEM # C NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 11, 2025

SUBJECT: Ordinance 2025-900 Amending Chapter 1 General Provisions 1st Reading

DESCRIPTION/JUSTIFICATION:

In order to strengthen and clarify all Chapters of City Code, the following paragraph has been suggested for Pronoun Use in Chapter 1 Section 1-2 Definitions and Rules of Construction:

Pronoun Use. Whenever the pronoun "he" is used in City of Kemmerer Code, it shall be deemed to include and refer to all persons, partnerships, corporations, joint ventures, trusts, limited liability companies, associations, clubs, or any other legal entity or entities subject to the provisions of this ordinance chapter, regardless of gender, number, or legal classification. The use of the masculine pronoun is for convenience of reference only and shall not be construed to exclude any person or entity from the application, requirements, prohibitions, penalties, or enforcement provisions of this ordinance chapter. This rule of construction shall apply throughout the Code unless the context clearly indicates otherwise.

Also note that the following is already in City Code and is bolded in the attached ordinance:

Gender: Words importing the masculine gender include the feminine and neuter.

It is also suggested that the Mayor and Council come prepared to the 1st Reading with other items they think should be amended in this chapter.

RECOMMENDED ACTION:

Pass on 1st Reading Ordinance 2025-900 Amending Chapter 1 General Provisions.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

CHAPTER 1

GENERAL PROVISIONS

Sec. 1-1. How Code Designated and Cited 101
Sec. 1-2. Definitions and Rules of Construction 101
Sec. 1-3. Catchlines; Headings 103
Sec. 1-4. Severability of Parts of Code..... 103
Sec. 1-5. General Penalty; Remedies Generally; Continuing Violations..... 103
Sec. 1-6. Actions for Penalties or Fines 104
Sec. 1-7. City Seal 104

CHAPTER 1

GENERAL PROVISIONS

SECTION 1-1. HOW CODE DESIGNATED AND CITED.

The ordinances embraced in this chapter and the following chapters and sections shall constitute and be designated as "The Code of the City of Kemmerer" or "The Kemmerer City Code" and may be so cited.

SECTION 1-2. DEFINITIONS AND RULES OF CONSTRUCTION.

In the construction of this Code and of all ordinances of the city, the following rules of construction shall be observed, unless they are inconsistent with the manifest intent of the city council or the context clearly requires otherwise:

Administrative Official. The term "administrative official" shall mean the board, commission, committee, officer, agent or employee of the City of Kemmerer charged by the city council with the administration and enforcement of the particular provisions of this Code in which the term is used.

Computation of Time. The time within which an act is to be done shall be computed by excluding the first and including the last day unless the last day is a Saturday, a Sunday or a legal holiday, in which case the period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Council. The word "council" or "city council" shall mean the mayor and the six (6) council persons of the City of Kemmerer, in the County of Lincoln, in the State of Wyoming.

County. The word "county" means the County of Lincoln, State of Wyoming.

Gender. **Words importing the masculine gender include the feminine and neuter.**

Governing Body. The term "governing body" shall mean the Kemmerer city council.

In the City. The words "in the city" or "in the corporate limits of the city" shall mean and include any territory within the corporate limits of the City of Kemmerer, Wyoming, and the police jurisdiction thereof, and any other territory over which regulatory power has been conferred on the City of Kemmerer by general or special act.

Joint Authority. All words giving a joint authority to three (3) or more persons shall be construed as giving such authority to a majority of such persons.

Month. The word "month" shall mean a calendar month.

Number. Words used in the singular include the plural and words used in the plural include the singular.

Oath. The word "oath" includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" are equivalent to the words "affirm" and "affirmed".

Owner. The word "owner", when applied to a building or land, shall include not only the owner of the whole but also any part owner, joint owner, tenant in common or joint tenant of the whole or a part of such building or land and shall include any agent of such owner, and where such owner is a body corporate, it shall include the managing agent or officer within the city.

Person. The word "person" includes a firm, partnership, association of persons, corporation, organization or any other group acting as a unit, as well as an individual.

Personal Property. The term "personal property" includes every species of property, except real property.

Preceding, Following. The words "preceding" and "following" shall mean next before and next after, respectively.

Pronoun Use. Whenever the pronoun "he" is used in City of Kemmerer Code, it shall be deemed to include and refer to all persons, partnerships, corporations, joint ventures, trusts, limited liability companies, associations, clubs, or any other legal entity or entities subject to the provisions of this ordinance chapter, regardless of gender, number, or legal classification. The use of the masculine pronoun is for convenience of reference only and shall not be construed to exclude any person or entity from the application, requirements, prohibitions, penalties, or enforcement provisions of this ordinance chapter. This rule of construction shall apply throughout the Code unless the context clearly indicates otherwise.

Property. The word "property" includes real and personal property.

Quorum. A majority of the members of the city council constitutes a "quorum" for the transaction of business.

Real Property. The term "real property" includes lands, tenements and hereditaments.

Shall; May. The word "shall" is mandatory, and the word "may" is permissive.

Sidewalk. The word "sidewalk" means any portion of a street between the curb line and the adjacent property line intended for the use of pedestrians, or any portion of a private lot providing an easement to the public for passage.

State. The word "state" shall mean the State of Wyoming.

State Law. References to "state law" shall mean the Statutes of the State of Wyoming, as from time to time amended and supplemented.

Street. The word "street" shall mean and include public streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the city.

Tenant; Occupant. The words "tenant" and "occupant" when applied to a building or land, shall mean any person who occupies the whole or a part of such building or land, whether alone or with others.

Written; In Writing. The words "written" or "in writing" shall include printing, lithographing or other modes of representing words and letters; provided, that, in all cases where the written signature of a person is required, the proper handwriting of such person, or his mark, shall be required.

Year. The word "year" shall mean a calendar year.

SECTION 1-3. CATCHLINES; HEADINGS.

The catchlines of the sections and the headings of chapters, articles, divisions and subdivisions of this Code are intended as mere catchwords to indicate the contents of the sections, chapters, articles, divisions and subdivisions and shall not be deemed or taken to be titles of such sections, chapters, articles, divisions and subdivisions nor as any part of any section, nor, unless expressly so provided, shall they be so deemed when any section, chapter, article, division or subdivision including its catchline or heading, is amended or re-enacted.

SECTION 1-4. SEVERABILITY OF PARTS OF CODE.

If for any reason any part, section, subsection, sentence, clause or phrase of this Code, or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this

Code.

SECTION 1-5. GENERAL PENALTY; REMEDIES GENERAL; CONTINUING VIOLATIONS.

- (a) Except as otherwise provided hereunder whenever in this Code or in any ordinance, resolution or regulation promulgated by any officer or agency of the City under authority vested in him by law or ordinance, any act is prohibited or is declared to be unlawful or an offense or a misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided therefor, or in the case of any penalty provision with respect to a misdemeanor, the violation of any such provision of this Code or any such ordinance, resolution or regulation shall be punished as follows:
- (i) For a violation charged as a first offense or first violation, by a fine or incarceration not to exceed the maximum allowed by law, provided however, the court may in its discretion suspend all or any portion of the fine or incarceration and place the convicted person upon probation for a term of up to six (6) months.
 - (ii) For a violation charged as a second or subsequent offense or violation within five (5) years of conviction of a first offense or violation, by a fine of not more than the maximum fine allowed by law and/or by incarceration for a period not to exceed that allowable by law.
 - (iii) In addition to the foregoing, the court may, in its discretion, provide for the payment of a fine by a juvenile offender by means of community service as the court may determine.
- (b) Except as otherwise provided, each day any violation of this Code or any ordinance, resolution or regulation of the City continues shall constitute a separate offense.

SECTION 1-6. ACTIONS FOR PENALTIES OR FINES.

- (a) To be Brought in Name of "City of Kemmerer". All actions brought to recover any penalty or fine shall be brought in the name of the "City of Kemmerer".
- (b) Disposition of Recoveries. The recoveries, when collected, shall be paid into the treasury of the City of Kemmerer.
- (c) Recoveries; Warrants. The process in every such action shall be a warrant, and

the person named therein shall be arrested and taken before the municipal court judge for trial.

SECTION 1-7. CITY SEAL.

- (a) The seal of the city shall be of the following design: A seal, the impression of which shall be in circular form, bearing the words, "City of Kemmerer, Lincoln County, Wyoming", on the outer edge, and the words, "Incorporated January 23rd, 1899" in the center.
- (b) The city seal shall be affixed to all vouchers, licenses, contracts, deeds, resolutions, ordinances, minutes of the city council and all other papers which are signed by the mayor and attested by the city clerk.

New
Business
(d)

AGENDA ITEM # d NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 11, 2025

SUBJECT: Agreement for Services with Sage Electric for Repairing Airport Power Cables

DESCRIPTION/JUSTIFICATION:

On June 23rd 2025, during All West Communications' construction of the installation of telecommunications lines and equipment (fiber) at the Kemmerer Municipal Airport, there were at least three cuts to the wiring at the Kemmerer Municipal Airport (EMM), including electrical, resulting in a loss of power to our runway lighting, among other problems. This continues to be an Emergency and Emergency Maintenance Situation at the Airport, as this airport is a vital part of our ability to life-flight critical care patients into and out of our airport as needed by the South Lincoln County Hospital.

Allwest sub-contractors were the ones who damaged the lines and the Kemmerer Airport has an Easement Agreement with Allwest. Attempts have been made to get this repaired, and are still in process, but in the event that Allwest does not get a contractor here to repair it next week, the Airport Board has recommended to the City, as the Managing Agent of Kemmerer Airport, that we contract with a firm to get it repaired, no later than Thursday August 14th 2025, then get reimbursed later from Allwest.

The firm we recommend is Sage Electric Solutions, of Green River Wyoming, who has significant experience with airports, and their proposal is attached. The Scope of Work is attached for a total \$58,045.79, which includes options for additional improvements. They will have a representative at the meeting to explain.

RECOMMENDED ACTION:

Authorize the City, as Managing Agent of the Kemmerer Airport, to enter into an agreement with Sage Electric Solutions, for them to repair and replace the damaged power cables to the Kemmerer Airport Runway Lighting, according to the attached Scope of Work and proposal dated 7/16/2025 for an amount not to exceed \$58,045.79; then seek reimbursement from Allwest Communications for such replacement and repairs.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator



Sage Electric Solutions

3101 HWY 374
Green River, WY 82935
307-382-0648

Location : Kemmerer Airport WY
Scope : Replace Damaged Power Cables to RWY Lighting
Date : 7/16/2025
Attention : Chad Nielson

Scope of Work

1. Verify LOTO on all power cables that were damaged and disconnect cable ends in the vault Prior to starting any work.
2. Coordinate with FiberTel to dig and expose conduits on the opposite side of the road from where the conduits were hit.
3. Clean out both trenches with a shovel where the cables and conduits need fixed.
4. Have FiberTel break up any concrete duct to expose conduits as needed.
5. Pull out cables and temporarily replace them with a rope or string to the vault and the runway base can. If a rope can't be installed, blow in strings line with an air compressor once conduits are fixed.
6. Blow out the 4" chases under the road with an air compressor and run a 4" mandrill through each 4" conduit to verify they are clean and not damaged underground.
7. Fix all the damaged 2" conduits running under the roadway reattach conduits underground on both sides.
8. Clean out conduits by pulling a mandrill inside each 2" conduit from the vault to the runway base can.
9. Have FiberTel backfill open trenches.
10. Verify there is no damage to any cables further down the runway.
11. Identify all cables out at the runway and label each cable end accordingly.
12. Setup and pull in new cables in each of the 2" conduits. Pull in the same type and quantity of wire that were damaged.
13. Re connect all terminations on the vault side for each conduit run.
14. Spice together all connections on the runway side in base can while maintaining proper labeling.
15. Remove LOTO and test system function.

Clarifications

- All work will be completed by WY, State licensed electricians.
- All work will be installed according to Local, State and NEC code.
- Sage will verify all wiring is correct to each device before terminating and testing.
- Approximate lengths of damaged cables to be replaced are around 600ft
- Sage will splice all cables in the base can junction boxes next to RWY 16/34.
- Sage will use Type L823 splices for #8 5KV cable.
- Sage will splice all other 600v or less cables according to NEC code.
- Sage equipment will consist of tooled work trucks, job trailer, cable tugger or line truck, and an air compressor for cleaning out the conduits.
- Proposal includes initial call out costs for 6/24/2025 trouble shooting the issue and first mobilization of crew plus work involved on 7/11/2025. This was where we discovered more damaged conduits and wiring underground.
- Sage will not provide any excavation equipment for this project.
- Crew size between 3-6 electricians for approximately 4 days.
- Sage will label all new cables for identification purposes in the base can and Vault.
- Sage has already acquired some of the materials needed to repair one of the conduits that was initially approved. After mobilizing a crew and equipment on 7/11/2025 we discovered additional damaged conduits that were then addressed during a site visit meeting on 7/14/2025 at 10am. We were then directed by Chad Nielson with the Airport and Wes Baldwin with FiberTel to get the remaining materials ordered and coming this way. The lead times on those materials is approximately 1 week.
- Should any additional work be required or discovered when Sage returns that is not part of the scope of work above all additional cost will be extra.
- The following items below is what Sage will provide and fix according to this scope of work. All excluded items and cost breakdowns are extra and can be added to our proposed total at the bottom of the document. Please let us know if we need to provide any excluded items.

Damaged Cables and Conduit for Runway Power

Conduit #1 - 2" Conduit PVC 40ft

- 4 - #8 5KV Airport Lighting Cables Black 2400ft

Conduit #2 – 2" Conduit PVC 40ft

- 2 - #2 THHN 600V Black Cables Black 1200ft
- 1 - #8 THHN 600V Green Ground Cable 600ft

Conduit #3 – 2" Conduit PVC 40ft

- 2 - #8 5KV Airport Lighting Cables Black 1200ft
- 4 - #4 THHN 600V Black Cables 2400ft
- 1 - #8 THHN 600V Ground Green 600ft

All Sage Provided Materials for Runway Power

- 3600ft - #8 5KV Airport Lighting Cable.
- 1200ft - #2 THHN Stranded Copper Wire
- 1200ft - #8 Green THHN Stranded Copper Wire.
- 2400ft - #4 Black THHN Stranded Copper Wire.
- QTY 8 – Type L823 Splice Kits for 5KV cables includes 2 spares.
- 4 – 3M Splice Kits for #2 cables
- 6 – 3M Splice kits for #4 cables includes 2 spares.
- 8 – Polaris Type 2 Hole splicing Lugs
- 120' – 2" PVC SCH 40
- Miscellaneous materials such as string, glue, PVC couplings, tape, labels, burial tape, pulling lube, etc..

Excluded work

- Additional trenching and backfill work for the open trench by (FiberTel)
Sage will call to coordinate when we are back on location to start working so they can excavate what is needed by the roadway for us and backfill when we are finished fixing the underground conduits.
- Damaged cables and conduits that feed power to the Old Vault Panel LP next to the Beacon tower and the weather station area next to the vault.
Power cables have been spliced and left exposed underground to restore power to the Beacon by others. The comms cable has been removed by Allwest underground and needs replaced.

- If you would like Sage to provide services to repair these excluded cables and conduits please let us know and refer to alternate costs listed in the section below.

Damaged Cables and Conduit Old Vault Feeders Panel LP

Conduit – 2” Conduit PVC 20ft

- 3 - #2 Cables Black Triplex 400ft
- 1 - #6 THHN Ground Green 400ft

Alternate Cost Breakdown for Old Vault Feeder Repair

Materials - \$1,931.85

Labor - \$2,450.00

Equipment - \$600.00

Alternate Cost Total - \$4,981.85

Damaged Cables and Conduit to the Weather Station Area

Conduit - 2” Conduit PVC 20ft

1 – Multi conductor comms cable approximate length 300ft

Alternate Cost Break Down to the Weather Station Area

Materials - \$1,280.00

Labor - \$1,500.00

Equipment - \$325.00

Alternate Cost Total - \$3,105.00

Proposal Cost Break Down Alternates Costs Not Included Below

- Materials – \$19,367.44
- Labor - \$28,896.00
- Equipment - \$9,782.35

Proposal Total:

\$58,045.79

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT US.

Price is valid for 30 days.

SINCERELY,

Ryan Williams 7/16/2025

New
Business
(e)

AGENDA ITEM # NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 11, 2025

SUBJECT: Clerical Clarification Correction of Ordinance 2025-898 Amending Chapter 2

DESCRIPTION/JUSTIFICATION:

As I was reviewing the minutes of the 3rd and final reading 2025-898 Amending Chapter 2 (Administration) of City Code and listening to the recording, and trying to understand the intent of the City Council regarding to items, I still need clarification on two sections of the code before drafting the final wording and before getting the Mayor’s signature. I propose clarifying and correcting as follows:

- 1) Section 2-10 Order of Business. Need clarification of the intent of the City Council regarding the heading “Approve Payment of Bills”. It is believed that the intent of the council was to follow our normal processes on this, and as the approvement of payment of bills is normally a part of the Consent agenda, it is suggested for clarify of intent that this heading be corrected to “**Consent Agenda**” and that instead of just reading “**A consent agenda may be used for bill paying as deemed appropriate by the City Council**” the following words be added in blue, “**A consent agenda may be used for bill paying, minutes, and other items as deemed appropriate by the City Council**” and that the following be moved from the Old Business section and moved to the Consent Agenda section: “**Unless a reading of the minutes of a council meeting is requested by a member of the council, the minutes of the preceding meeting, which have been furnished by the clerk to each councilman, shall be considered approved if correct, and errors rectified, if any exist.**”

- 2) Need clarification that the red and blue items below were to be put in Section 2-20 and not in Section 2-10. The red items were from the document our City Attorney gave to you and the blue items were from the Mayor’s notes and recollections of previous meeting.

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 meeting may be adjourned by the Mayor or presiding member if Adjournment is the next item on the agenda, or upon the judgment of the Mayor or presiding officer the meeting conduct and tenor of the meeting participants is interfering in the orderly conduction of City business or if there is an emergency, natural disaster or if it is out of control or other extenuating circumstances exist that would reasonably suggest the meeting should be adjourned, (such determination shall be noticed before adjournment to allow opportunity for a vote by the governing body). Such adjournment is therefore subject to a vote by the City Council upon a Motion and Second to adjourn the meeting.

RECOMMENDED ACTION: Approve corrections & clarifications as noted.

Attachments Provided: Yes _____ No X

Submitted by: Brian Muir, City Administrator