



“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, August 25, 2025

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

5:45 p.m. - Interview for Rec Advisory Board – Dale Hicks

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Council President Mark Quinn
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** August 25, 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 August 11, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the President of the Council to sign the lease agreement with Tina Kruckenberg, dba Center of Harmony, for Old Town Hall Suite 202;
 - (d) Authorize the President of the Council to sign the lease agreement with Tina Kruckenberg, dba Center of Harmony, for Old Town Hall Suite 205.
- **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.
- **OLD BUSINESS:**
 - (a) Pass on 2nd Reading Ordinance No. 2025-900, Amending Chapter 1, General Provisions.

- **NEW BUSINESS:**
 - (a) Non-Federal Reimbursable Agreement Between FAA and Kemmerer Airport on Flight Inspection on Runways Kemmerer Municipal Airport
 - (b) Elk Street from Coulson Ave to 5th West Reconstruction Project

- **COMMENTS:**
 - (a) City Administrator
 - (b) Council Comments
 - (c) Mayor Comments

- Interview Bart Jernigan-Recreation Advisory Board

- **EXECUTIVE SESSION:** Personnel

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY SEPTEMBER 8, 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

APPLICATION FOR APPOINTMENT
KEMMERER RECREATION ADVISORY BOARD

APPLICANT NAME: Dale L. Hicks

APPLICANT STREET ADDRESS: 717 Cedar Ave
Kemmerer Wy 83101

APPLICANT MAILING ADDRESS: Same

APPLICANT PHONE NUMBER: (HOME) Cell (307) 689-0660
(OFFICE) _____

IS APPLICANT A UNITED STATES CITIZEN? YES ___ NO

IS APPLICANT A BONA FIDE RESIDENT OF THE CITY OF KEMMERER? YES ___ NO

IN WHAT CITY OF KEMMERER VOTING WARD DOES APPLICANT RESIDE? (1) 2 3

IS APPLICANT REGISTERED TO VOTE IN THE CITY OF KEMMERER? YES ___ NO

WHY ARE YOU INTERESTED IN HOLDING THE POSITION OF MEMBER OF THE REC ADVISORY BOARD?
I feel this board can be useful to the success
of our recreation center

WHAT QUALIFICATIONS OR EXPERTISE DO YOU HAVE THAT WOULD BENEFIT THE REC ADVISORY BOARD?
I was on this board for several years & have
a good knowledge of how our rec center operates

PLEASE IDENTIFY THE THREE MOST IMPORTANT CURRENT ISSUES FACING THE KEMMERER RECREATION ADVISORY BOARD IN YOUR OPINION?

Rules of conduct by the patrons
Equipment replacement & upgrades
Community Information (what's happening @ the center)

FOR OFFICE USE ONLY:
DATE RECEIVED: 8.6.25 RECEIVED BY: RW

Registered Voter: Yes Md 8.15.25

Consent Agenda (a)

The Kemmerer City Council met in regular session this 11th day of August, 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 Bill Price. Councilmember David McConkie and Councilmember Mark Quinn. Councilmember Marlin Batista, Councilmember Caleb Ellis, and Councilmember Brantley Popp were absent.

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

Motion was made by Councilmember Quinn to approve the agenda as amended to add an Executive Session for personnel; seconded by Councilmember McConkie and unanimously approved by council present.

DEPARTMENT REPORTS:

John Tibbetts, Golf and Parks Director, gave a department report to the council. Jamie Thornock and Kaylynn Williams gave the Event Center department report. Chad Nielson, Public Works Director and Jake Walker, Police Sergeant, gave department reports to the council. Brian Muir, City Administrator, gave the Recreation Center department report. Natasia Diers, City Clerk-Treasurer gave her department report to the council.

VISITOR COMMENTS:

None.

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of July 28, 2025;
 - (b) Approval of the payment of the bills; payroll, and ACH payments as presented;
- | | | | |
|--------------------------------|-------------|-------------------------------------|------------|
| 18362 Wyoming Retirement | \$32,788.36 | 18363 Ace Hardware | \$586.29 |
| 18364 All West Communications | 493.90 | 18365 American Road Maintenance | 148,488.56 |
| 18366 City of Kemmerer Acct. | 320.00 | 18367 Freedom Mailing Services | 276.62 |
| 18368 GoTo Technologies, Inc | 278.51 | 18369 Gunter’s Service | 3,400.81 |
| 18370 Intermountain Fire | 200.00 | 18371 J Solutions | 1,635.00 |
| 18372 JUB Engineers | 3,599.58 | 18373 K-D Joint Powers Board | 8,178.14 |
| 18374 Kemmerer Gazette | 1,262.70 | 18375 Krell, Tammy | 175.00 |
| 18376 Kruckenbergl, Dan & Tina | 32.00 | 18377 Lincoln County Sheriff Office | 2,520.00 |
| 18378 Marlin Leasing Corp | 257.00 | 18379 Netwize | 4,440.25 |
| 18380 Outlaw Supply | 1,459.50 | 18381 Personnel Screening Services | 520.20 |
| 18382 Reladyne West | 1,782.75 | 18383 Rocky Mountain Power | 12,732.98 |
| 18384 Rugged Mountain Aviation | 4,205.70 | 18385 Shums Coda Associates | 610.00 |
| 18386 Stotz Equipment | 41,719.58 | 18387 Stout, E. Dean | 4,257.50 |

18388 Tom's HVAC	310.53	18389 Turf Equipment & Irrigation	2,000.34
18390 Verizon Wireless	751.74	18391 Wells Fargo Financial Leasing	96.00
18392 Wex Bank	1,989.60	(18393 Wyoming Machinery Co.	3,581.44
7/30/25 Federal Tax Deposit-ACH	15918.34	7/30/25 Net Payroll Deposit-ACH	56837.01
7/30/25 AFLAC-ACH	12.24	7/30/25 Expert Pay-ACH	488.54
7/23/25 Wyo Liquor Div-ACH	621.98	7/23/25 WWB-ACH	308.10
7/23/25 WWB-ACH	206.30	7/23/25 Teton Dist.-ACH	333.10
7/30/25 Wyo Liquor Div.-ACH	41.00	7/30/25 Wyo Liquor Div.-ACH	53.50
7/30/25 Teton Dist.-ACH	84.25		

- (c) Authorize the mayor to sign the 2025 Mosquito Grant Agreement with the Wyoming Department of Agriculture.

TABLED BUSINESS:

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

NEW BUSINESS:

- (a) Motion was made by Councilmember McConkie to appoint Kenneth Kuluski Jr to the Kemmerer-Diamondville Water and Wastewater Joint Powers Board for a term to expire on 12/31/2006; seconded by Councilmember Quinn and unanimously approved by council present.
- (b) Motion was made by Councilmember Quinn to authorize the Mayor to sign the MOU with the South Lincoln County Development Corporation, as amended, to correct the mathematical error in the line item of South Lincoln County Development in the committed funding table, the mathematical error in the total line item in the committed funding table, and correct the mathematical wording in the subsequent paragraphs; seconded by Councilmember Price and unanimously approved by council present.
- (c) Motion was made by Councilmember McConkie to Pass on 1st Reading Ordinance No. 2025-900, Amending Chapter 1, General Provisions; seconded by Councilmember Price and unanimously approved by council present.
- (d) Pat Warner with Fibertel, the general contractor under All West, made comments to the council. Kirby DeGraw owner of Sage Electric made comments to the council. Ryan Williams the Area Manager with Sage Electric was also present. Motion was made Council Quinn to authorize the mayor to enter into a secondary agreement with Sage Electric if the scheduled items do not occur authorizing payment of the initial amount of \$19,367.44 for materials and subsequently making the agreement for the total balance of the repairs as quoted with the alternate costs for the volt feeder repair and the weather

station communications cables repairs in an amount of \$66,132.64. The agreement shall be entered covered by August 13 on behalf of the Kemmerer Airport Board. Contract work and associated fees related to this incident will be sought for reimbursement from All West Communications; seconded by Councilmember McConkie and unanimously approved by council present.

- (e) Motion was made by Councilmember Price to approve the corrections & clarifications as noted for Ordinance No. 2025-898, Amending Chapter 2, Administration, of the Kemmerer City Code; seconded by Councilmember McConkie and unanimously approved by the council present.

COMMENTS:

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

EXECUTIVE SESSION:

Motion was made by Councilmember Quinn to recess the regular meeting and go into executive session for personnel; seconded by Councilmember Price and unanimously approved by council present; 7:45 p.m.

Motion was made by Councilmember Price to convene into executive session; seconded by Councilmember Quinn and unanimously approved by council present; 7:47 p.m.

Motion was made by Councilmember Quinne to adjourn the executive session; seconded by Councilmember Price and unanimously approved by council; 8:12 p.m.

Motion was made by Councilmember Quinn to reconvene into regular session; seconded by Councilmember McConkie and unanimously approved by council; 8:13 p.m.

There being no further business before the Council, Mayor Bowen adjourned the meeting; 8:13 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						
99252	BUTLER, NATHANIEL & RACHE	REFUND	REFUND OVERPAYMENT	08/15/2025	64.00	
GENERAL FUND						
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	09-25	HEALTH INSURANCE - 09/25	08/06/2025	41,211.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	09-25	DENTAL INSURANCE - 09/25	08/06/2025	2,035.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	09-25	LIFE INSURANCE - 09/25	08/06/2025	284.50	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	09-25	VISION INSURANCE - 09/25	08/06/2025	277.36	
10-23130 COURT BONDS HELD						
99245	LESSLEY, JUDY	BR#25-0140	BOND REFUND	08/18/2025	650.00	
10-23501 CUSTOMER DEPOSITS - SAN.						
99252	CORFF, KELLY	REFUND	GARBAGE DEPOSIT REFUND	08/19/2025	60.50	
LEGISLATIVE						
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-CITY COUNCIL	07/01/2025	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0825	LODGING TAX - JULY 2025	08/11/2025	7,168.03	
60226	FOSSIL BASIN PROMOTION BO	0825-02	LODGING TAX	08/14/2025	6,861.79	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0552247	FILE FOLDERS	07/29/2025	24.98	
21005	UMB CARD CENTER	0735445	BINDERS / ZONING BOARD	07/30/2025	18.82	
21005	UMB CARD CENTER	6399411	FILE FOLDERS	07/03/2025	15.56	
21005	UMB CARD CENTER	7589808	CHECK SIZE EXPANDING FILE	07/01/2025	17.98	
21005	UMB CARD CENTER	7869045	HIGHLIGHTERS	07/28/2025	7.32	
21005	UMB CARD CENTER	7963426-B	WALL CALENDER 2026	07/08/2025	15.54	
21005	UMB CARD CENTER	9821808	WALL CALENDER 2026	07/10/2025	18.36	
21005	UMB CARD CENTER	9956215	MACHINE TAPE ROLLERS	07/29/2025	16.75	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	ADMINISTRATION LONG DISTA	08/01/2025	3.44	
17099	CENTURYLINK	2345-0825	ADMINISTRATION	08/01/2025	40.74	
17099	CENTURYLINK	2355-0825	ADMINISTRATION	08/01/2025	33.23	
17099	CENTURYLINK	3189-0825	ADMINISTRATION	08/01/2025	81.47	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR13823840	COPY IMAGES - ADMIN	08/18/2025	256.79	
21005	UMB CARD CENTER	6985020	BLACK TONER CARTRIDGE	07/30/2025	117.78	
10-43-510 TRAINING						
21005	UMB CARD CENTER	42841	WAMCAT-CONTINUING EDUCAT	07/10/2025	315.00	
10-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	071425	HOTEL STAY - BM	07/14/2025	241.72	
21005	UMB CARD CENTER	3851169	FUEL - BM	07/25/2025	54.07	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5035465838	XEROX COPIER LEASE - CH	08/12/2025	339.47	
23015	WELLS FARGO FINANCIAL LEA	5035493032	XEROX COPIER LEASE - CH	08/14/2025	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	89055799	WIX SUBSCRIPTION	07/20/2025	204.00	
21005	UMB CARD CENTER	D3QJBL2	ICLOUD STORAGE	07/16/2025	.99	
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-ADMIN	07/01/2025	134.40	
23002	WAMCAT	25-26ND	MEMBERSHIP DUES - ND	08/14/2025	75.00	
CITY HALL COMPLEX						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	36008	WATER-CH-JULY 2025	07/21/2025	34.90	
21005	UMB CARD CENTER	596X01342504	WATER-CH-MAY 2025	07/21/2025	34.90	
21005	UMB CARD CENTER	596X01344807	CULLIGAN - STATEMENT FEE	07/21/2025	1.50	
21005	UMB CARD CENTER	596X01350804	WATER-CH-JUNE 2025	07/21/2025	37.04	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS - 0725	FUEL	07/31/2025	223.29	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	2Z8WP-00	CITY HALL SUPPLIES	07/24/2025	242.01	
21005	UMB CARD CENTER	4400265	MOP HEADS CITY HALL	07/29/2025	14.99	
21005	UMB CARD CENTER	8533026	CITY HALL LIGHTS	07/23/2025	64.67	
21005	UMB CARD CENTER	9846642	CITY HALL LIGHTS	07/10/2025	104.12	
21005	UMB CARD CENTER	F39719	WATER HEATER KIT	07/29/2025	44.99	
10-47-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-BLDGS	07/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0825-INT	BLDG MAINT INTERNET	07/20/2025	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0825	CITY HALL	08/07/2025	12.12	
17007	ENBRIDGE GAS UTAH	7197-0825	CITY HALL II	08/07/2025	12.12	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	3211202	FUEL - DB	07/01/2025	64.00	
21005	UMB CARD CENTER	3239261	FUEL - DB	07/11/2025	57.10	
21005	UMB CARD CENTER	3261961	FUEL - DB	07/18/2025	46.60	
21005	UMB CARD CENTER	3283031	FUEL - DB	07/25/2025	50.72	
21005	UMB CARD CENTER	504027	FUEL - DB	07/03/2025	15.15	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	74617	HEADLIGHT	07/26/2025	51.72	
21005	UMB CARD CENTER	74675	CABIN FILTER	07/29/2025	19.51	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	POLICE DEPT. LONG DISTANCE	08/01/2025	.86	
17099	CENTURYLINK	2345-0825	POLICE DEPT.	08/01/2025	40.73	
17099	CENTURYLINK	2355-0825	POLICE DEPT.	08/01/2025	33.24	
10-50-430 PUB RELATIONS/COMMUNICATIONS						
21005	UMB CARD CENTER	070132	LIQUID IV HYDRATION	07/24/2025	42.40	
21005	UMB CARD CENTER	072704	4TH OF JULY CANDY	07/04/2025	116.04	
21005	UMB CARD CENTER	7006607	PD PARTY FAVORS	07/06/2025	232.25	
21005	UMB CARD CENTER	8398646	PENCILS	07/07/2025	20.89	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	035648	MEAL - MK, DB	07/30/2025	118.29	
21005	UMB CARD CENTER	063539	MEAL - JW, NS	07/31/2025	117.07	
10-50-560 SAFETY						
21005	UMB CARD CENTER	262650	AXON TASER	07/11/2025	523.20	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	32QGKIK	PERSONAL CHARGE	07/13/2025	9.99	
21005	UMB CARD CENTER	32WK428	PERSONAL CHARGE	07/15/2025	2.99	
21005	UMB CARD CENTER	3344LQT	GPS HUNTING MAPS	07/17/2025	104.99	
21005	UMB CARD CENTER	90004253	GRAMMARLY SUBSCRIPTION	07/18/2025	144.00	
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-PD	07/01/2025	134.40	
ANIMAL CONTROL						
10-55-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75595927	DOG FOOD	07/12/2025	159.98	
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0825	ANIMAL SHELTER	08/07/2025	12.12	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	56742	ENG - GATEWAY PUD	08/11/2025	190.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10020	JORGENSEN ASSOCIATES, INC	56743	ENG - ELK ST. REHAB	08/11/2025	575.00	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	75599084	OFFICE SUPPLIES	07/28/2025	34.75	
10-66-240 GAS, OIL & LUBRICANTS						
14018	NORCO INC	0044233485	WELDING CYLINDER RENTAL	07/31/2025	15.50	
21005	UMB CARD CENTER	75594920	OIL FOR 950	07/07/2025	53.97	
21005	UMB CARD CENTER	75595394	BRAKE CLEANER	07/10/2025	7.98	
21005	UMB CARD CENTER	75595459	BRAKELEEN	07/10/2025	41.94	
21005	UMB CARD CENTER	75597770	PINS FOR NEW TRAFFIC CONT	07/22/2025	23.94	
99234	GUNTER'S SERVICE	STREET - 072	FUEL	07/31/2025	3,265.37	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	0044324948	R-OXYGEN & MC - ACETYLENE	08/13/2025	51.21	
18001	R & D SWEEPING & ASPHALT	18477	ANTELOPE PEARL, 3RD WEST	08/18/2025	48,300.00	5288 SQ FT
19000	SAFETY SUPPLY & SIGN CO. IN	194693	TRAFFIC BARRICADES	07/21/2025	1,606.92	
21005	UMB CARD CENTER	189385	FENCE SUPPLIES - ANTELOPE	07/29/2025	63.66	
21005	UMB CARD CENTER	5319189	GREEN DUMP SIGNAGE	07/11/2025	157.50	
21005	UMB CARD CENTER	F36168	MARKING PAINT	07/09/2025	29.97	
22030	VIVIANO'S CONCRETE	740	CURB & GUTTER APPROACH -	08/18/2025	4,400.00	
99242	ROCKY MOUNTAIN SEWER PR	2702	CAMERA THE STORM DRAIN O	08/05/2025	150.00	
10-66-280 EQUIPMENT MAINTENANCE						
30090	CENTURY EQUIPMENT COMPA	RP79300	GAS STRUT FOR CASE LOADE	08/14/2025	281.84	
21005	UMB CARD CENTER	0325031	DORMAN	07/02/2025	58.47	
21005	UMB CARD CENTER	16472	CHARGE A/C ON TRUCK 30	07/17/2025	165.00	
21005	UMB CARD CENTER	16475	CHARGE A/C ON TRUCK 31	07/17/2025	65.00	
21005	UMB CARD CENTER	16634	TRUCK #31 TIRE	07/30/2025	438.00	
21005	UMB CARD CENTER	482671	SHIFTER CABLE	07/02/2025	75.59	
21005	UMB CARD CENTER	5081820	RANGE SELECTOR LEVER CAB	07/03/2025	117.88	
21005	UMB CARD CENTER	73782	SHIFTER CABLE	07/02/2025	274.18	
21005	UMB CARD CENTER	73807	SHIFTER CABLE	07/02/2025	266.08	
21005	UMB CARD CENTER	74707	TUNE UP WEED EATER & LEAF	07/30/2025	19.01	
21005	UMB CARD CENTER	74722	REPLACE ROCKE SWITCH	07/30/2025	8.09	
21005	UMB CARD CENTER	75599471	TUNE UP KIT	07/30/2025	39.98	
21005	UMB CARD CENTER	F37380	NUTS & BOLTS	07/15/2025	4.08	
10-66-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	024876	FRIDGE	07/17/2025	597.38	
21005	UMB CARD CENTER	0989841	URINAL DEODORIZER	07/29/2025	68.99	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-STREETS	07/01/2025	33.80	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	STREET DEPT LONG DISTANC	08/01/2025	.56	
17099	CENTURYLINK	2374-0825	STREET DEPT.	08/01/2025	43.21	
21005	UMB CARD CENTER	0825-INT	STREETS INTERNET	07/20/2025	31.45	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	76451	LOCATES - 0725	08/08/2025	192.15	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0825	STREET DEPT.	08/07/2025	21.34	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0825	DUMP TRUCK LEASES	08/01/2025	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	6551461	ENVELOPES-SAN. CAN PICKUP	07/29/2025	59.77	
10-69-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0245DXE	CAMERA - TREE & LEAF DUMP	07/10/2025	1.33	
21005	UMB CARD CENTER	507751Q7	CAMERA - TREE & GRASS DUM	07/12/2025	19.35	
10-69-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75599084	DEF FLUID FOR GARBAGE TRU	07/28/2025	260.80	
99234	GUNTER'S SERVICE	SANI - 0725	FUEL	07/31/2025	1,558.27	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-69-280 EQUIPMENT MAINTENANCE						
16002	JACKSON GROUP PETERBILT, I	15013RS	FUEL TANK & CORE EXCHANG	08/08/2025	2,332.68	
21005	UMB CARD CENTER	75595239	CAMERA - TREE & GRASS DUM	07/09/2025	89.98	
21005	UMB CARD CENTER	75595284	CAMERA - TREE & GRASS DUM	07/09/2025	169.98	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	57X00257	LANDFILL FEES - 0725	07/31/2025	10,903.13	
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	STREET DEPT. LONG DISTANC	08/01/2025	.30	
17099	CENTURYLINK	2374-0825	SANITATION DEPT.	08/01/2025	23.26	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0825	SAN DEPT.	08/07/2025	11.49	
PARKS MAINTENANCE						
10-75-230 SMALL TOOLS						
21005	UMB CARD CENTER	75599032	DIGGING BAR	07/28/2025	39.99	
21005	UMB CARD CENTER	75599090	HOLE DIGGER	07/28/2025	49.99	
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	75597996	DISCHARGE PUMP HOSE	07/23/2025	29.80	
21005	UMB CARD CENTER	75598054	SPRINKLER PUMP REPAIR	07/23/2025	180.08	
10-75-285 BUILDING AND GROUNDS MAINTENAN						
20010	TURF EQUIPMENT & IRRIGATIO	3035273-00	TORO T5 SPRINKLERS	08/14/2025	244.60	
21005	UMB CARD CENTER	F40121	WEED SPRAYER	07/31/2025	48.98	
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	PARKS LONG DISTANCE	08/01/2025	.86	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0825	BLDG/PARKS SHOP	08/07/2025	36.35	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	187258	PLANNING & ZONING - 07/25	08/13/2025	1,666.50	
19010	SHUMS CODA ASSOCIATES	11401	BUILDING INSPECTIONS - 03/25	03/11/2025	360.00	
MUNICIPAL COURT						
10-88-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	3740214	COURT ENVELOPES & FOLDER	07/09/2025	43.08	
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	08-25	PROSECUTING ATTORNEY	08/01/2025	1,500.00	
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	COURT LONG DISTANCE	08/01/2025	.86	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-COURT	07/01/2025	16.80	
CAPITAL PROJECTS FUND						
ADMINISTRATION						
26-43-010 FIREWALL & ADMIN COMPUTERS						
21005	UMB CARD CENTER	200972025174	NEW ADMIN COMPUTERS - QT	07/25/2025	4,160.00	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-260 CONSTRUCTION & REPAIR SUPPLIES						
20010	TURF EQUIPMENT & IRRIGATIO	3033036-01	SPRINKLER BODY	08/13/2025	163.15	
54-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	75598064	FASTENERS	07/23/2025	2.09	
21005	UMB CARD CENTER	8482657	EAI OIL SEAL	07/09/2025	24.60	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0725	GOLF MAINT. INTERNET	07/02/2025	34.51	
54-73-560 SAFETY						
21005	UMB CARD CENTER	045615	DRINKING WATER	07/14/2025	12.00	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0825	GOLF SHOP	08/07/2025	25.65	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-GOLF MAINT.	07/01/2025	16.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
CLUBHOUSE						
54-80-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1565034	OFFICE SUPPLIES	07/09/2025	57.55	
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	4774640	THERMAL PAPER ROLLS	07/01/2025	19.99	
21005	UMB CARD CENTER	4833162-6012	CUSTOM GOLF BALLS	07/23/2025	226.02	
21005	UMB CARD CENTER	940881569	MERCH. GOLF BALLS	07/25/2025	1,216.39	
21005	UMB CARD CENTER	940881569	MERCH. GOLF BALLS	07/25/2025	50.15	
21005	UMB CARD CENTER	940895821	MERCH. GOLF BALLS	07/29/2025	461.88	
54-80-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	75597840	ADHESIVE GORILLA SPRAY	07/22/2025	25.98	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0725	CLUBHOUSE INTERNET	07/02/2025	34.52	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0825	GOLF CLUBHOUSE	08/07/2025	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	52909	FOREUP SERVICE - MAY 25	07/09/2025	324.00	
21005	UMB CARD CENTER	52910	FOREUP SERVICE - JAN 25	07/09/2025	324.00	
21005	UMB CARD CENTER	52911	FOREUP SERVICE - FEB 25	07/09/2025	324.00	
21005	UMB CARD CENTER	52912	FOREUP SERVICE - MARCH 25	07/09/2025	324.00	
21005	UMB CARD CENTER	52913	FOREUP SERVICE - APRIL 25	07/09/2025	324.00	
21005	UMB CARD CENTER	53817	FOREUP SERVICE - JUNE 25	07/09/2025	340.20	
21005	UMB CARD CENTER	54549	FOREUP SERVICE - JULY 25	07/09/2025	340.20	
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-CLUBHOUSE	07/01/2025	16.80	
54-80-840 REFUNDS						
99252	NICHOLS, WILL	REFUND	REFUND 08-15-25 DOUBLE CHA	08/19/2025	39.33	
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	026122	BAR SUPPLIES	07/28/2025	51.23	
21005	UMB CARD CENTER	033581	BAR SUPPLIES	07/03/2025	32.87	
21005	UMB CARD CENTER	055985	LIMES	07/25/2025	1.98	
21005	UMB CARD CENTER	067668	BAR SUPPLIES	07/15/2025	5.88	
21005	UMB CARD CENTER	460189	GOLF COURSE FOOD ORDER	07/09/2025	320.95	
21005	UMB CARD CENTER	460775	GOLF COURSE FOOD ORDER	07/23/2025	147.33	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F35100	REPLACE SIGNS ON FUEL TAN	07/02/2025	5.37	
55-73-285 BUILDING MAINTENANCE						
21005	UMB CARD CENTER	099743	SALES TAX REFUND	07/03/2025	15.68	
21005	UMB CARD CENTER	2666280-00	FUSES FOR LINE STRIKE	07/02/2025	284.80	
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3091	PEST CONTROL - AIRPORT	08/13/2025	100.00	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	AWOS SYSTEM	08/01/2025	2.76	
30100	CENTURYLINK COMMUNICATIO	2350L-0825	AIRPORT LONG DISTANCE	08/01/2025	.86	
17099	CENTURYLINK	2343-0825	AIRPORT	08/01/2025	87.27	
17099	CENTURYLINK	3534-0825	AIRPORT	08/01/2025	71.47	
17099	CENTURYLINK	9838-0825	AWOS	08/01/2025	234.30	
21005	UMB CARD CENTER	0825-INT	AIRPORT INTERNET	07/20/2025	51.45	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0391461	HAMMERMILL PAPER - COPIER	07/02/2025	69.98	
21005	UMB CARD CENTER	2225031	OFFICE SUPPLIES	07/09/2025	20.65	
21005	UMB CARD CENTER	2233013	OFFICE SUPPLIES	07/13/2025	13.99	
21005	UMB CARD CENTER	4911409	OFFICE SUPPLIES	07/09/2025	38.27	
21005	UMB CARD CENTER	5340216	COPY PAPER	07/04/2025	44.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
56-82-220 TECHNICAL SUPPLIES						
20899	BUSH-WELLS SPORTING GOO	BBT012034-BA	HELMET STICKERS (60)	08/05/2025	180.00	
20899	BUSH-WELLS SPORTING GOO	BBT012034-BA	FREIGHT	08/05/2025	21.99	
21005	UMB CARD CENTER	5340216	SCAN'N CUT VINYL	07/04/2025	53.36	
21005	UMB CARD CENTER	F37256	TECHNICAL SUPPLIES	07/14/2025	5.98	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	2233013	CUSTODIAL SUPPLIES	07/13/2025	19.99	
21005	UMB CARD CENTER	5046665-A	LARGE TRASH BAGS	07/12/2025	23.99	
21005	UMB CARD CENTER	5046665-B	CUSTODIAL SUPPLIES	07/15/2025	16.47	
21005	UMB CARD CENTER	5340216	GARBAGE BAGS & TP	07/04/2025	66.85	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	9385878	MAINTENANCE - LIGHT BULB	07/19/2025	84.00	
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3091	PEST CONTROL - REC CENTER	08/13/2025	65.00	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	REC CENTER LONG DISTANCE	08/01/2025	.86	
17099	CENTURYLINK	2365-0825	REC CENTER	08/01/2025	95.47	
17099	CENTURYLINK	2366-0825	REC CENTER	08/01/2025	66.47	
21005	UMB CARD CENTER	0825-INT	REC CENTER INTERNET	07/20/2025	31.45	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0825	REC CENTER	08/07/2025	127.75	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-REC	07/01/2025	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	008058	5K - SNACKS	07/04/2025	15.46	
99238	WOLFIES LLC	425	LEAGUE T-SHIRTS (16)	08/19/2025	213.76	
56-82-895 INCIDENTALS/SODA AND WATER						
21005	UMB CARD CENTER	5577865	INCIDENTALS - VENDING	07/26/2025	107.14	
56-82-960 EQUIPMENT REPLACEMENT						
21005	UMB CARD CENTER	200972025174	NEW REC CENTER COMPUTER	07/25/2025	1,040.00	
21005	UMB CARD CENTER	5340216	CARABINER CLIP	07/04/2025	4.99	
56-82-980 NEW EQUIPMENT						
21005	UMB CARD CENTER	3790643-A	HOCKEY EQUIPMENT	07/02/2025	363.32	
21005	UMB CARD CENTER	3790643-B	HOCKEY EQUIPMENT	07/03/2025	1,744.45	
21005	UMB CARD CENTER	3790643-C	HOCKEY EQUIPMENT	07/06/2025	663.60	
21005	UMB CARD CENTER	3790643-D	HOCKEY GOAL	07/11/2025	122.99-	
21005	UMB CARD CENTER	4316233-A	STORE BIN	07/01/2025	26.95	
21005	UMB CARD CENTER	4316233-A	FOLDING TABLE	07/01/2025	59.99	
21005	UMB CARD CENTER	4316233-B	STORAGE BIN RETURN	07/08/2025	26.95-	
21005	UMB CARD CENTER	6693829	HOCKEY EQUIPMENT	07/02/2025	2,769.60	
21005	UMB CARD CENTER	7640213	ELBOW PADS	07/01/2025	891.00	
21005	UMB CARD CENTER	8978656	SMALL HOCKEY SHIN PAD	07/01/2025	133.62	
OUTDOOR POOL						
56-88-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	1344240	GRAMULAR POOL CHLORINE	07/14/2025	504.92	
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0825	OUTDOOR POOL	08/01/2025	81.47	
21005	UMB CARD CENTER	INT - 0725	OUTDOOR POOL INTERNET	07/02/2025	34.51	
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0825	SWIMMING POOL	08/07/2025	156.33	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	081354	LAUNDRY DETERGENT	07/28/2025	34.99	
57-43-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3091	PEST CONTROL - EVENT CENT	08/13/2025	165.00	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0825	EC ALARM	08/01/2025	1.38	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
17099	CENTURYLINK	2226-0825	EVENT CENTER	08/01/2025	66.47	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0825	EVENT CENTER	08/07/2025	83.65	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0725	GOOGLE APPS-EC	07/01/2025	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD1753040	LINENS	07/03/2025	167.32	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	081354	COFFEE CUPS - FOAM	07/28/2025	8.07	
21005	UMB CARD CENTER	1991405	FACIAL TISSUE	07/28/2025	33.15	
VISITORS' SERVICES						
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0725	VISITOR CTR. INTERNET	07/02/2025	34.51	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0825	VISITOR CENTER	08/07/2025	15.01	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	2Z8W6-00	OLD TOWN HALL SUPPLIES	07/24/2025	181.96	
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3091	PEST CONTROL - OTH	08/13/2025	30.00	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0825	700 CEDAR	08/01/2025	61.97	
17099	CENTURYLINK	2254-0825	700 CEDAR	08/01/2025	61.97	
17099	CENTURYLINK	2915-0825	700 CEDAR	08/01/2025	78.27	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0825	700 CEDAR	08/07/2025	27.34	
Grand Totals					171,336.75	

Local Purchases	Non-Local Purchase
\$ 3097.40	\$22771.20

UMB Total: \$ 25,868.60

CREDIT: \$(447.24)

Big Ticket Purchases:

Axon, AZ: \$523.20

Amazon, WA: \$891.00

Amazon, WA: \$363.32

Amazon, WA: \$2769.60

Amazon, WA: \$1744.45

Amazon, WA: \$663.60

Google GSuite, CA: \$537.60

Casper College, WY: \$315.00

DMI*Dell Higher Education, TX: \$4750.00

DMI*Dell Higher Education, TX: \$450.00

F.B Mcfadden Wholesale CO, WY: \$320.95

Foreup.com, UT: \$324.00

Foreup.com, UT: \$340.20

Foreup.com, UT: \$340.20

Callaway, CA: \$1216.39

Callaway, CA: \$461.88

Consent Agenda (c)

AGENDA ITEM # C (CONSENT)

Department: Administration

Meeting Date: August 25, 2025

SUBJECT: Old Town Hall Lease with Tina Kruckenberg

BRIEF DESCRIPTION/JUSTIFICATION:

Tina Kruckenberg is entering her 3rd year of leasing Suite 202 at Old Town Hall. Her monthly rent will stay at \$374.22.

RECOMMENDED ACTION: Staff is recommending approval of the lease with Tena Kruckenberg for Suite 202 at Old Town Hall.

Attachments Provided: Yes No

Submitted by: Natasia Diers

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 25th day of August, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Tina Kruckenberg, dba Center of Harmony, of P O Box 821, Kemmerer WY 83101, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the premises described below having commercial office space therein to let and desires to lease a portion of the premises that is more specifically identified below to a suitable lessee for business purposes.
2. Lessee is in the business of providing quantum biofeedback and biofield tuning for energy/chakra balancing and sound therapy. Harmonic Egg sound and light therapy and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as stress and anxiety reduction and matters directly related to that business and desires to lease office space from lessor to conduct that business.
3. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

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

SECTION ONE Description of Premises

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

Suite 202 of said building that encloses or consists of approximately five-hundred and sixty-seven (567) square feet of space.

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

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

SECTION TWO

Term of Lease

The lease shall be a one (1) year lease to commence on September 1, 2025 and terminating at midnight on the last day of August 2026. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of four-thousand four-hundred ninety dollars and sixty-four cents (\$4,490.64) for the term of this lease, payable in advance in 12 equal monthly payments of three hundred seventy four dollars and twenty-two cents (\$374.22). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

Lessee will be billed by lessor on or before the first (1st) day of each month for the rent. Payment of rent is due and shall be paid on or before the fifteenth (15th) day of each month. Payments for rent shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly rent payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly rent. On lessee's failure to pay the monthly rent payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of six-hundred fifty-seven dollars and seventy-two cents (\$657.72) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to

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

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

SECTION SEVEN Taxes

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

SECTION EIGHT Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting five-hundred and sixty-seven (567) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately

three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay ten percent (10%) of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of fifteen percent (15%) of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE

Alterations and Modifications; Repair

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

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

SECTION THIRTEEN

Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

SECTION SEVENTEEN
Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

SECTION TWENTY

Services Provided by Lessor

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

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

By: _____
ROBERT BOWEN, Mayor
220 Wyoming Highway 233
Kemmerer, WY 83101

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Consent Agenda (d)

AGENDA ITEM # d (CONSENT)

Department: Administration

Meeting Date: August 25, 2025

SUBJECT: Old Town Hall Lease with Tina Kruckenberg

BRIEF DESCRIPTION/JUSTIFICATION:

Tina Kruckenberg is entering her 3rd year of leasing Suite 205 at Old Town Hall. Her monthly rent will stay at \$142.56.

RECOMMENDED ACTION: Staff is recommending approval of the lease with Tena Kruckenberg for Suite 205 at Old Town Hall.

Attachments Provided: Yes No

Submitted by: Natasia Diers

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 25th day of August, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Tina Kruckenberg, dba Center of Harmony, of P O Box 821, Kemmerer WY 83101, herein referred to as lessee.

RECITALS

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

2. Lessee is in the business of providing quantum biofeedback and biofield tuning for energy/chakra balancing and sound therapy. Harmonic Egg sound and light therapy and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as stress and anxiety reduction and matters directly related to that business and desires to lease office space from lessor to conduct that business.

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

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

SECTION ONE Description of Premises

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

Suite 205 of said building that encloses or consists of approximately two-hundred and sixteen (216) square feet of space.

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

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

SECTION TWO

Term of Lease

The lease shall be a one (1) year lease to commence on September 1, 2025 and terminating at midnight on the last day of August 2026. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of one-thousand seven-hundred ten dollars and seventy-two cents (\$1,710.72) for the term of this lease, payable in advance in 12 equal monthly payments of one-hundred forty-two dollars and fifty-six cents (\$142.56). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

Lessee will be billed by lessor on or before the first (1st) day of each month for the rent. Payment of rent is due and shall be paid on or before the fifteenth (15th) day of each month. Payments for rent shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly rent payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly rent. On lessee's failure to pay the monthly rent payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of two-hundred fifty-dollars and fifty-six cents (\$250.56) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease,

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

The security deposit will draw no interest.

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

SECTION SIX

Restrictions on Use

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

SECTION SEVEN

Taxes

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

SECTION EIGHT

Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting *two-hundred and sixteen (216)* square feet of space as described above in Section One. The total building square footage is *five-thousand seven-hundred thirty-five (5,735)*. There are approximately *three-thousand sixty-seven (3,067)* square feet of common space that lessee will have access to

and shared use of as part of this lease. Lessee shall pay four percent (4%) of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of six percent (6%) of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

SECTION SEVENTEEN
Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

SECTION TWENTY

Services Provided by Lessor

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

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

By: _____
ROBERT BOWEN, Mayor
220 Wyoming Highway 233
Kemmerer, WY 83101

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Tabled Business (a)

Tabled Business

AGENDA ITEM # A OLD BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~June 9th, 2025~~
~~June 23, 2025~~
~~July 14, 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.**

July 28, 2025
Aug 11, 2025
Aug 25, 2025

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 3rd 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

Old
Business
(a)

a OLD BUSINESS

AGENDA ITEM # 6 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

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Sec. 1-2. Definitions and Rules of Construction 101
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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 (a)

AGENDA ITEM # a NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 25, 2025

SUBJECT: Non-Federal Reimbursable Agreement Between FAA and Kemmerer Airport on Flight Inspection on Runways Kemmerer Municipal Airport

DESCRIPTION/JUSTIFICATION:

The Kemmerer—Lincoln County Joint Powers Airport Board has reviewed and approved the attached agreement with the FAA to provide a commissioning flight inspection over (fly-over) of the Kemmerer Municipal Airport. A commissioning flight inspection is required for all airport lighting systems, including approach lights, runway end identifier lights (REILS), runway lights, and radio control of lights, that support a public-use or military instrument approach procedure. (The manual is available online - Chpt 7 addresses lighting systems.)

https://www.faa.gov/documentLibrary/media/Order/8200.1D_USSFIM_with_CHG_1.pdf

Doing this became necessary when the airport runway lighting was upgraded recently.

The estimated cost will be \$21,155.04 and 97.5% of the funding will be provided by federal (AIP) and state grants, with the City and Lincoln County splitting the remaining 2.5% (\$264.44 each), which is in our budget.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign on behalf of the City of Kemmerer, as managing agent of the Kemmerer Airport Administration, the Non-Federal Reimbursable Agreement between the Federal Aviation Administration, with the estimated cost being \$21,155.04, which is reimbursable through federal and state grants, with the City's match being \$264.44.

Attachments Provided: Yes X No

Non-Federal Reimbursable Agreement Between FAA and Kemmerer Airport

Submitted by: Brian Muir, City Administrator

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**KEMMERER CITY, AS MANAGING AGENT OF THE KEMMERER AIRPORT
ADMINISTRATION
KEMMERER, WY**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Kemmerer City, as Managing Agent of the Kemmerer Airport Administration** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **Kemmerer City, as Managing Agent of the Kemmerer Airport Administration**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(1)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the REILs/MIRLs on Rwy 16/34 at Kemmerer Municipal Airport (KEMM) Kemmerer, WY**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Kemmerer City, as Managing Agent of the Kemmerer Airport Administration,
Kemmerer, WY**

- B. The FAA will **perform a commissioning flight inspection of the REILs/MIRLs on Rwy 16/34 at Kemmerer Municipal Airport (KEMM) Kemmerer, WY.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [] No. If Yes, the grant date is: TBD and the grant number is: 3-56-0015-028-2025. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at richard.montgomery@faa.gov. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: Kemmerer City, as Managing Agent of the Kemmerer Airport Administration
ATTN: Chad Nielson, EMM Airport Manager
Address: 220 State Highway 233
 Kemmerer, WY 83101-9700
Phone: 307-727-7865
Email: cnielson@kemmerer.org

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$19,588.00
Non-Labor Overhead (8%)	\$ 1,567.04
Total Non-Labor	\$21,155.04
TOTAL ESTIMATED COST	\$21,155.04

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Challenger Rate \$4,897/hr REILs/MIRLs Rwy 16/34 at KEMM</i>	Type	Hours	Inspections	Estimated Cost
	Commission	4	1	\$19,588.00
	8% Administrative Overhead			\$ 1,567.04
	Total Estimated Cost			\$21,155.04

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 4040.28 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex/ UPS/USPS Priority (**overnight**):

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Kemmerer City, as Managing Agent of the Kemmerer Airport Administration
ATTN: Natasia Diers, Clerk-Treasurer
220 State Highway 233
Kemmerer, WY 83101-9700
307-828-4081
ndiers@kemmerer.org

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**KEMMERER CITY, AS
MANAGING AGENT OF THE
KEMMERER AIRPORT
ADMINISTRATION**

SIGNATURE _____

NAME Michele Mustin

TITLE Contracting Officer

DATE _____

SIGNATURE _____

NAME Robert Bowen

TITLE Mayor

DATE _____

New
Business
(b)

AGENDA ITEM # b NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: August 25, 2025

SUBJECT: Elk Street from Coulson Ave to 5th West Reconstruction Project

DESCRIPTION/JUSTIFICATION:

During previous budgeting sessions for Fiscal Year 2025-2026 the City Council directed me to move ahead with using reserves to work on our highest priority street project, which is Elk Street from Coulson Ave to 5th West. I have asked our City Engineer, Jorgensen Associates, to provide an estimate for their services to include the site survey, field review and data collection; preliminary design; final design and permitting; project bidding, contractor selection and contract procurement; and construction administration observation, and QA/QC testing phases; which is attached. Jorgensen will oversee the bidding/letting process and will also be the project managers from the City's perspective. They will follow all proper notification processes and advise us on which bidder is lowest that properly meets the scope of work.

Although the actual construction would not begin until Spring of 2026 earliest, it is important that we go out to bid soon to get multiple competing bids to get the project done in the most affordable and timely fashion. Jorgensen's fees for this scope of work are:

Total Estimated Fee summary

Basic Services (Removal and Replacement of Paving Section Only)

- Site Survey, Field Review & Data Collection \$7,000
- Preliminary Design \$16,000
- Final Design and Permitting \$5,000
- Project Bidding \$5,000
- Construction Administration, Observation & QA/QC Testing \$28,000

Total Estimated Basic Services \$61,000

RECOMMENDED ACTION:

Award the professional services portion of the Elk Street from Coulson Ave to 5th West Reconstruction Project to our City Engineer, Jorgensen, for an estimated total project engineering cost of \$61,000, and authorize Mayor Robert Bowen to sign the attached Professional Services Agreement with Jorgensen.

Attachments Provided: Yes X No

Professional Services Agreement Between The City of Kemmerer and Jorgensen Associates, Inc.

Submitted by: Brian Muir, City Administrator

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

The CITY of KEMMERER, Wyoming

AND

Jorgensen Associates, Inc.

THIS AGREEMENT is made and entered into this ___ day of _____ 2025, by and between the CITY of KEMMERER, a municipal corporation (hereinafter "CITY"), and Jorgensen Associates, Inc., a Wyoming corporation (hereinafter "CONSULTANT"), authorized to conduct business in the State of Wyoming.

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed on EXHIBIT A, which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 - SCOPE OF SERVICES

CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein. Consultant shall acquire a Change Order signed by the Mayor and approved by the CITY Council for all work performed outside the scope of the services specified in said "SCOPE OF SERVICES". Consultant shall not be required to perform work outside the scope of the services specified in said "SCOPE OF SERVICES" unless provided with such Change Order and the CITY shall not be required to pay for any work performed by Consultant outside the scope of the services specified in said "SCOPE OF SERVICES" where Consultant has not acquired such Change Order prior to performing such work.

SECTION 2 - TERM OF AGREEMENT

The term of this AGREEMENT shall be from the date of July 1, 2025 to September 30, 2026 inclusive, subject to the provisions of SECTION 11 of this AGREEMENT. The CITY Council has the discretion of extending the term of this AGREEMENT, as desired.

SECTION 3 – SCHEDULE OF PERFORMANCE

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4 - COMPENSATION

The compensation to be paid to CONSULTANT for professional services and reimbursable expenses, shall not exceed Sixty-One Thousand & 00/100 (\$61,000.00) Dollars, unless agreed to in writing by CITY. The rate and schedule of payment is set out in EXHIBIT B, entitled "SCHEDULE OF RATES", which is attached hereto and incorporated herein.

SECTION 5 - METHOD OF PAYMENT

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

The CITY of KEMMERER
ATTN: Brian Muir, City Administrator
220 State Highway 233
KEMMERER, WY 83101

SECTION 6 - INDEPENDENT CONTRACTOR

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7 – ASSIGNABILITY

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in the AGREEMENT nor the performance of any of CONSULTANT'S obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8 – INDEMNIFICATION

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT'S officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9 – INSURANCE REQUIREMENTS

CONSULTANT agrees to have and maintain the policies provided in EXHIBIT C, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT

agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10 – NONDISCRIMINATION

CONSULTANT shall not discriminate, in anyway, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11 - TERMINATION

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY'S Mayor is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed to the date of termination.

SECTION 12 – GOVERNING LAW

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of Wyoming.

SECTION 13 – COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14 – CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15 – OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16 – WAIVER

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term

or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17 – CONSULTANTS BOOKS AND RECORDS

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records of documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records of documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the CITY Attorney, CITY Auditor, CITY Clerk, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at CITY Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT'S address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT'S business, CITY may, by written request by any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in CITY Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT'S representatives, or CONSULTANT'S successor-in-interest.

SECTION 18 – CONFLICT OF INTEREST

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 19 – GIFTS

- A. CONSULTANT is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift.
- C. The offer of giving of any gift shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 20 – SPECIAL PROVISIONS

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT D, entitled, “SPECIAL PROVISIONS”, which is attached hereto and incorporated herein.

SECTION 21 – NOTICES

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY: CITY of KEMMERER
 ATTN: Brian Muir, City Administrator
 220 State Highway 233
 KEMMERER, WY 83101

To CONSULTANT: Jorgensen Associates, Inc.
 ATTN: Brian Gray, P.E.
 P.O. Box 365
 Diamondville, WY 83116

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 22 – VENUE

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Lincoln, or if federal jurisdiction is appropriate, exclusively in the United States District Court, District of Wyoming, Cheyenne, Wyoming.

SECTION 23 – PRIOR AGREEMENTS AND AMENDMENTS

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to the AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF KEMMERER, a municipal corporation

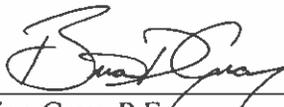
Dean Stout
CITY Attorney

By _____
Robert Bowen
CITY Mayor

Attest _____
Brian Muir
City Administrator

220 State Highway 233
Kemmerer, WY 83101

“CONSULTANT”

By  _____
Brian Gray, P.E.
Civil Engineering Manager

Jorgensen Associates, Inc.
PO Box 365
Diamondville, WY 83116

Employer I.D. 83-0255572

EXHIBIT A

SCOPE OF SERVICES



PROJECT UNDERSTANDING

Our current understanding of the proposed project is providing the surveying, civil engineering design and specifications, bidding services and construction administration services to provide reconstruction of Elk Street from Coulson Avenue to 5th West Avenue located in the City of Kemmerer, Wyoming as shown in Exhibit A – Scope of Services in this agreement.

Generally, the project schedule will be to perform the preliminary and final engineering design including specifications and to prepare final construction documents for bidding and construction. Construction is anticipated to be completed during the 2026 construction season. Please refer to Exhibit B – Schedule for the proposed project schedule.

The proposed basic site improvements include the following (**Basic Services**):

- **Provide full depth asphalt milling and base gravel excavation removal and disposal to a depth of 12 inches below the proposed finished grade. Additional sub excavation will be included for soft spot repair, if encountered.**
- **Provide an 8-inch crushed base course placed on geotextile separation fabric**
- **Provide a 4-inch asphalt paving section**
- **Provide minor sidewalk, curb and gutter and valley pan removal and replacement as necessary**
- **Adjust existing manholes, valve boxes and catch basins to match finished grade**

SCOPE OF WORK

The following tasks are included in the engineering Scope of Work:

SITE SURVEY, FIELD REVIEW & DATA COLLECTION

In order to adequately perform the planning and design of the project site, data will need to be collected to develop an accurate base map of the existing conditions, surface improvements, underground utilities and topography of the site.

Anticipated deliverables for this phase of the project are as follows:

- Field topographic survey and existing conditions base map
- Underground utility locates to be provided by private locating sub consultant
- Data collection including field walk-through, site photos, historical documents/drawings, etc.

The total **estimated** fee for the above scope is estimated to be **\$7,000**

PRELIMINARY DESIGN

Upon completion of the site survey, field review and data collection phases, Jorgensen will initiate the preliminary design process to develop project construction drawings and project specifications. Generally, the scope of work will be to provide engineering design, specifications and permitting to complete the proposed basic improvements. In addition, we would develop more refined Engineer's Opinion of Probable Costs (EOPC) on a unit price basis based on recent historical cost data on projects of similar scope and size. Project documents will be provided for stakeholder review at 50% design.

Anticipated deliverables for this phase of the project are as follows:

- 50% preliminary design drawings, project specifications and EOPC
- 95% preliminary design drawings, project specifications and EOPC

The total **estimated** fee for the above scope for the **Basic Services** is estimated to be **\$16,000**

FINAL DESIGN AND PERMITTING WITH GOVERNING AGENCIES

Upon completion of the preliminary design phase, Jorgensen will initiate the final design and permitting phase to develop the final project construction drawings, project specifications and permitting applications suitable for agency review and project bidding. In addition, we would develop a final Engineer's Opinion of Probable Costs (EOPC). Project documents would be provided for final stakeholder and agency review. Anticipated deliverables for this phase of the project are as follows:

- 100% construction drawings, project specifications and EOPC incorporating final review comments and approvals

The total **estimated** fee for the above scope for the **Basic Services** is estimated to be **\$5,000**

PROJECT BIDDING, CONTRACTOR SELECTION AND CONTRACT PROCUREMENT

Upon completion of the final design, Jorgensen will initiate the project public bidding process by preparing the necessary bid documents and public advertisements in accordance with City of Kemmerer contract procurement requirements. Upon receipt and opening of the bids, Jorgensen will tabulate, review and validate the bids for any errors, omissions or inconsistencies and provide a recommendation to the City of Kemmerer for contractor selection in accordance with the procurement requirements. Anticipated deliverables for this phase of the project are as follows:

- Provide final bid documents and assist with public notice and advertisement requirements
- Conduct pre-bid conference with interested contractors/stakeholders and meeting minutes
- Respond to RFI's, prepare addendums as necessary during the bidding process
- Tabulate received bids, review bids and provide recommendation for contractor selection
- Facilitate contract execution with selected contractor

The total **estimated** fee for the above scope is estimated to be **\$5,000**



CONSTRUCTION ADMINISTRATION, OBSERVATION AND QA/QC TESTING

Upon execution of the construction contract, Jorgensen will coordinate with the selected contractor and project stakeholders to develop a final construction schedule and provide review of shop drawings for material procurement of the project. In addition, Jorgensen will facilitate a pre-construction conference with the prime contractor and key sub-contractors, project stakeholders, the Jorgensen construction

Upon initiation of project construction, Jorgensen will provide the necessary construction administration, observation and QA/QC testing in accordance with agency and stakeholder requirements to ensure compliance with the approved construction drawings, project specifications and QA/QC requirements. Anticipated deliverables for this phase of the project are as follows:

- Pre-construction conference and meeting minutes
- Shop drawing review and material procurement
- Final construction schedule
- Project construction initiation
- Respond to RFI's and prepare field orders/directives as required
- Administer the construction contract, pay estimates, change orders and contract modifications
- Monitor schedule in relation to actual progress and provide progress updates on a regular basis
- Provide construction observation and daily construction logs/documentation
- QA/QC testing in accordance with project requirements
- Substantial completion walk-through, punch list verification and final pay estimate
- One-year warranty inspection, punch list verification and project closeout
- Construction record drawings in hard copy and digital format

The total **estimated** fee for the above scope for the **Basic Services** is estimated to be **\$28,000**

Total Estimated Fee summary

Basic Services (Removal and Replacement of Paving Section Only)

• Site Survey, Field Review & Data Collection	\$7,000
• Preliminary Design	\$16,000
• Final Design and Permitting	\$5,000
• Project Bidding	\$5,000
• Construction Administration, Observation & QA/QC Testing	<u>\$28,000</u>
Total Estimated Basic Services	\$61,000



The project will be billed on a **time and material basis to a maximum** per the attached current rate schedule based on the agreed upon scope and fee or as otherwise agreed to at the time of contract. Any outside fees or permitting expenses are excluded for this project.

Our goal in estimating project fees is to anticipate the potential requirements of the project to the best of our ability. Jorgensen will communicate any potential scope/fee changes as we become aware of them. Jorgensen is available to begin work on this project upon receipt of the signed contract.

Again, we appreciate the opportunity to offer these services to you for Elk Street Rehabilitation project. Please call me with any questions, comments, or concerns you may have regarding this proposal.

Respectfully,
JORGENSEN ASSOCIATES, Inc.

Pat Davies

Patrick Davies, P.E.
Senior Project Engineer



Brian Gray, P.E.
Principal Engineer



EXHIBIT B

FEE SCHEDULE



SCHEDULE OF RATES

Professional Engineering Services

Senior Principal Engineer	\$290 /hour
Principal Engineer	\$265 /hour
Senior Project Manager	\$220 /hour
Senior Project Engineer	\$205 /hour
Project Manager	\$190 /hour
Project Engineer II	\$180 /hour
Project Engineer I	\$165 /hour
Design Engineer Technician II	\$150 /hour
Design Engineer Technician I	\$130 /hour
Intern	\$80 /hour

Professional Surveying Services

Principal Surveyor	\$265 /hour
Senior Project Surveyor	\$210 /hour
Project Surveyor II	\$195 /hour
Project Surveyor I	\$160 /hour
Survey Party Chief	\$145 /hour
Survey Field Technician	\$125 /hour

Construction Services

Construction Project Administrator	\$165 /hour
Construction Technician II	\$135 /hour
Construction Technician I	\$125 /hour
Water Operator - Level II	\$180 /hour
Water Operator - Level I	\$110 /hour

Planning Services

Planner II	\$170 /hour
Planner I	\$160 /hour
Planning Tech II	\$135 /hour
Planning Tech I	\$125 /hour
GIS Senior Analyst	\$175 /hour
GIS Specialist I	\$165 /hour

Support Services

CAD Technician II	\$155 /hour
CAD Technician I	\$130 /hour
Project Assistant	\$145 /hour
Clerical/Administrative Support	\$115 /hour

Expert Witness/Preparation and Court

\$400 /hour

Equipment

CADD System	no charge
Copies/Prints/Plots/Field Supplies	no charge
GPS System/Total Station	\$65.00/hour
Vehicles for Project Use	IRS Mileage Rate
Unmanned Aerial Vehicle (UAV)	\$1,000/day
HD Laser Scanner	\$1,000/day

Reimbursable Expenses

At cost plus 10%

Consultants

Fee plus 10%

This Schedule of Rates is subject to change without notice after 12/31/2025.

Work done on Saturdays, Sundays or holidays to meet the Client's schedule will be charged at 1½ times the above rates for services.

Charges for travel to out-of-office meetings, site visits and court appearances begin on departure from office and end on return to office.

Client Initials _____

EXHIBIT C

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	CONTACT NAME: ACEC Certificates PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: ACECcertificates@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Jorgensen Associates PO Box 9550 1315 Hwy 89 S., Suite 201 Jackson WY 83002	INSURER A : Sentinel Insurance Company, Ltd. NAIC # 11000	
	INSURER B : Hartford Accident and Indemnity Company 22357	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1897369762

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		20SBWZM3005	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER		20UEGNM6150	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		20SBWZM3005	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 6,000,000
						AGGREGATE	\$ 6,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	20WEGAS0FR7	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #23802-General Engineering-City of Kemmerer.

City of Kemmerer is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Kemmerer
 Attn: Brian Muir, City Administrator
 220 State Hwy 233
 Kemmerer, WY 83101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

CITY OF KEMMERER
BRIAN MUIR
220 STATE HWY 233
KEMMERER, WY 83101

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER: 214383
ONLY VALID AS ISSUED TO: CITY OF KEMMERER
EFFECTIVE DATE: 8/7/2025
EXPIRATION DATE: 8/7/2026

PROJECT: Project 23802-General Engineering-City of Kemmerer

A review of the Division files indicates that JORGENSEN ASSOCIATES, INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use JORGENSEN ASSOCIATES, INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

JORGENSEN ASSOCIATES, INC
PO BOX 9550
JACKSON, WY 83002-9550



Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
<https://dws.wyo.gov>



Elizabeth Gagen, J.D
Director

Recipient:

Employer:

CITY OF KEMMERER
Attn: BRIAN MUIR
220 STATE HWY 233
KEMMERER, WY 83101

JORGENSEN ASSOCIATES, INC
PO BOX 9550
JACKSON, WY
83002-9550

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date: 8/7/2025

EXPIRATION DATE: 8/7/2026

Job Reference: Project 23802-General Engineering-City of Kemmerer

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation

- Comments
- Interview of
Bart Jernigan-
Rec Advisory
Board
- Executive
Session

APPLICATION FOR APPOINTMENT
KEMMERER RECREATION ADVISORY BOARD

Applicant Name: Bart Jernigan

Applicant Street Address: 1791 Del Rio Drive, Kemmerer, WY 83101

Applicant Mailing Address: same

Applicant Phone Number: (801) 941-4896

E-mail Address: bartjernigan@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 Kemmerer Recreation Advisory Board?

I believe that a city's recreation department plays a central role in the culture, morale, and economy of a city. I also truly love living in Kemmerer. I feel as if I could help our recreation department build up the culture, morale, and economy as a part of this board.

What qualifications or expertise do you have that would benefit the Kemmerer Recreation Advisory Board?

I started working in my hometown's recreation department at the age of 12 and continued working there until age 19. From roles of ref, event help, event organizer, & facility/Event supervisor, I helped build a growing rec department. Additionally, I have coached, played, and participated for years in sports and recreational activities from my youth up until today.

Please identify the three most important current issues facing the Kemmerer Recreation Advisory Board, in your opinion

The local economy, morale, and civic pride are the three most important issues facing Kemmerer. I think a thriving recreation department has an ability to positively contribute to the betterment of each of these areas. I'd love to see Kemmerer Recreation play a vital role in re-vitalizing our community.

Applicant certifies that he/she is a resident of Kemmerer and is a qualified elector.

Signature Bart Jernigan Date: 8/14/25

For office use only:

Date Received: 8-14-25 Received by: Emily Fox
Verified applicant is qualified elector: Yes. Md. 8-15-25