

**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, September 22, 2025**

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor, Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** September 22, 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 September 8, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments.
- **TABLED BUSINESS:**
 - (a) Pass, Approve and Adopt on 3rd Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer.
- **NEW BUSINESS:**
 - (a) Pass, Approve and Adopt Resolution No. 2025-861, A Resolution Authorizing the City of Kemmerer to Join with other Political Subdivisions of the State of Wyoming as a Participant (“Participant”) in the Wyoming Cooperative Liquid Assets Securities System “Wyoming Class” (The “Trust”) to Pool Funds for Investment.
 - (b) Letter of Support for the South Lincoln Hospital District Long-Term Care Project
 - (c) Impact Funding MOU with Lincoln, Sublet, Uinta, and Sweetwater County for the Blue

Spruce Dry Helium Project

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

- **EXECUTIVE SESSION**
Real Estate

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, OCTOBER 13, 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

Consent Agenda (a)

The Kemmerer City Council met in regular session this 8th day of September, 2025, at 6:01 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. President of the Council, Mark Quinn, preceded over the meeting. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen (via telecon), Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp, Councilmember Bill Price, and Councilmember Mark Quinn.

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

DEPARTMENT REPORTS:

Lois Hicks, Rec Center Coordinator; Chad Nielson, Public Works Director; John Tibbetts, Golf and Parks Director; Kaylynn Williams, Community Events Coordinator; and Jake Walker, Police Sergeant; gave department reports to the council.

VISITOR COMMENTS:

None.

CONSENT AGENDA:

Motion was made by Councilmember McConkie to approve the items on the consent agenda as amended with the changes to the special city council meeting minutes of August 20, 2025; seconded by Councilmember Popp and unanimously approved by council. Those items were:

- (a) Approval of Special Meeting Minutes of August 20, 2025, as amended, and Regular Meeting Minutes of August 25, 2025;
- (b) Approval of the payment of the bills, payroll, and ACH payments as presented;

18427 NCPERS	\$48.00	18428 Wyoming Retirement System	\$22,984.93
18429 ABI, LLC	15,777.00	18430 Ace Hardware	286.46
18431 All West Communications	496.12	18432 City of Kemmerer Acct	380.50
18433 CNA Surety	500.00	18434 Commercial Lighting	580.49
18435 DJ's Glass	8.22	18436 Elliott Equipment	576.88
18437 First Bank of Wyoming	5,358.41	18438 Freedom Mailing Services	349.68
18439 GoTo Technologies	278.51	18440 Howmedica Osteonics	609.00
18441 J Solutions	1,260.00	18442 K-D Joint Powers Board	9,905.51
18443 Krell, Tammy	420.00	18444 Lincoln Cty School Dist #1	35.00
18445 Netwize	2,033.69	18446 Norco	15.50
18447 Stout Law Center	1,500.00	18448 Stout, E. Dean	3,300.00
18449 Verizon Wireless	751.75	18450 Wex Bank	2,024.30
18451 Wolfies	347.36	18452 WYDOT Fuel Tax Admin	50.00
18453 WEBT	47,712.24	8/27/25 Federal Tax Deposit-ACH	15,633.00
8/27/25 Net Payroll Direct-ACH	56,128.75	8/27/25 AFLAC-ACH	12.24
8/27/25 Expert Pay-ACH	488.54	8/27/25 Orchard Trust-ACH	625.00
8/22/25 Wyo Liquor Division-ACH	650.56	8/13/25 WWB-ACH	316.10

8/13/25 WWB-ACH	279.40	8/13/25 Teton Dist-ACH	816.90
8/14/25 WWB-ACH	239.60	8/14/25 WWB-ACH	59.65
8/19/25 Teton Dist-ACH	53.50	8/20/25 WWB-ACH	443.70
8/20/25 WWB-ACH	77.50	8/20/25 Teton Dist-ACH	303.25
8/21/25 WWB-ACH	46.00	8/22/25 WWB-ACH	41.40
8/22/25 WWB-ACH	18.00	8/27/25 WWB-ACH	251.15
8/27/25 WWB-ACH	108.40	8/27/25 Teton Dist-ACH	149.95

- (c) Authorize the President of the Council to sign the lease agreement with Guild Mortgage for Old Town Hall Suite 102.

TABLED BUSINESS:

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

OLD BUSINESS:

- (a) Motion was made by Councilmember Batista to Pass, Approve and Adopt on 3rd Reading, Ordinance No. 2025-900, Amending Chapter 1, General Provision; seconded by Councilmember Popp and unanimously approved by council present.

NEW BUSINESS:

- (a) Motion was made by Councilmember Popp to authorize the President of Council to sign the Lincoln County Recreation Commission Grant for an amount not to exceed \$23,243.94 for hockey equipment; seconded by Councilmember McConkie and unanimously approved by council.

COMMENTS:

City Administrator, Brian Muir, made comments. Councilmember Batista, Councilmember McConkie, and Councilmember Popp made comments. President of the Council, Mark Quinn, made comments. Mayor Bowen made comments.

There being no further business before the council, Councilmember Popp made a motion to adjourn the meeting; seconded by Councilmember Price and unanimously approved by council; 6:40 p.m.

BY: _____
ROBERT BOWEN, MAYOR

City Hall, Kemmerer, Wyoming

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ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	000460	GOLDEN RULE - MAC SALAD	08/26/2025	400.00	
21005	UMB CARD CENTER	006532	GOLDEN RULE PICNIC	08/26/2025	185.23	
21005	UMB CARD CENTER	071450	DRINKS, FORKS	08/13/2025	32.93	
21005	UMB CARD CENTER	099648	GOLDEN RULE DAY FOOD	08/25/2025	265.39	
21005	UMB CARD CENTER	1619	BOXED LUNCHES-COMP PLAN	08/18/2025	320.00	
21005	UMB CARD CENTER	235003933725	CITY CAR FUEL - JCP DAYS	08/25/2025	33.54	
21005	UMB CARD CENTER	23640	GOLDEN RULE - POTATO SALA	08/27/2025	250.00	
21005	UMB CARD CENTER	280519	GOLDEN RULE DAY FOOD	08/25/2025	325.58	
21005	UMB CARD CENTER	8700146	EMPLOYEE MEAL - VCP DAYS	08/25/2025	14.74	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-CITY COUNCIL	08/01/2025	117.80	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0925	LODGING TAX - AUG 2025	09/09/2025	8,167.78	
60226	FOSSIL BASIN PROMOTION BO	0925-02	LODGING TAX	09/15/2025	7,883.99	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1468	NAME PLATE WITH SERVICE D	08/27/2025	16.24	
21005	UMB CARD CENTER	5081807	WHITE NOISE MACHINE	08/14/2025	22.79	
21005	UMB CARD CENTER	5574663	SCOTCH TAPE	08/05/2025	21.45	
21005	UMB CARD CENTER	5983468	CORRECTION TAPE	08/05/2025	29.02	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	ADMINISTRATION LONG DISTA	09/01/2025	3.77	
17099	CENTURYLINK	2345-0925	ADMINISTRATION	09/01/2025	40.64	
17099	CENTURYLINK	2355-0925	ADMINISTRATION	09/01/2025	33.13	
17099	CENTURYLINK	3189-0925	ADMINISTRATION	09/01/2025	81.27	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR13942783	COPY IMAGES - ADMIN	09/09/2025	145.23	
21005	UMB CARD CENTER	4723454	PRINTER TONER	08/09/2025	216.99	
10-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	23525	LUNCH-COMP PLAN-BM & ND	08/19/2025	34.39	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	25-26IIMC	IIMC DUES-ND	08/15/2025	195.00	
21005	UMB CARD CENTER	D6S6FN9	ICLOUD STORAGE	08/16/2025	.99	
21005	UMB CARD CENTER	F840163	MICROSOFT SUBSCRIPTION	08/20/2025	104.99	
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-ADMIN	08/01/2025	134.40	
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	36280	WATER-CH	08/08/2025	36.40	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-0825	FUEL	08/31/2025	82.50	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	263F5-00	CITY HALL SUPPLIES	08/19/2025	35.42	
10-47-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-BLDGS	08/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0925-INT	BLDG MAINT. INTERNET	08/20/2025	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0925	CITY HALL	09/08/2025	12.12	
17007	ENBRIDGE GAS UTAH	7197-0925	CITY HALL II	09/08/2025	12.12	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0825	CITY HALL	08/26/2025	1,610.57	
18009	ROCKY MOUNTAIN POWER	047-0825	CITY HALL SPRINKLER	08/26/2025	172.90	
18009	ROCKY MOUNTAIN POWER	100-0825	CITY HALL PARKING LOT	08/26/2025	33.27	
18009	ROCKY MOUNTAIN POWER	101/105-0825	CITY HALL STREETLIGHTS	08/26/2025	735.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	30218873	PD SUPPLIES	08/21/2025	206.39	
10-50-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	16957	PD VEHICLE MAINT. - JH	08/26/2025	112.00	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	073014	PATROL VEHICLE MAINT.	08/04/2025	474.96	
21005	UMB CARD CENTER	16736	PATROL VEHICLE MAINT. - JR	08/14/2025	1,303.00	
21005	UMB CARD CENTER	16922	OIL CHANGE	08/22/2025	83.00	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	POLICE DEPT. LONG DISTANCE	09/01/2025	.94	
17099	CENTURYLINK	2345-0925	POLICE DEPT.	09/01/2025	40.63	
17099	CENTURYLINK	2355-0925	POLICE DEPT.	09/01/2025	33.14	
10-50-510 TRAINING						
21005	UMB CARD CENTER	2997209	DEFENSIVE DRIVING COURSE	08/27/2025	24.95	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	008453	MEAL - JW	08/29/2025	19.57	
21005	UMB CARD CENTER	1117158	HOTEL STAY - DB	07/31/2025	142.38	
21005	UMB CARD CENTER	117160	HOTEL STAY - MK	07/31/2025	142.38	
21005	UMB CARD CENTER	AP019052	MEAL - MK, JW,DB	08/28/2025	71.83	
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5035722306	COPIER LEASE - PD	09/04/2025	96.00	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
90269	INTELLICHOICE, INC.	1234295	ANNUAL LICENSE & SUPPORT	09/10/2025	2,494.35	
21005	UMB CARD CENTER	GFGK20NW	GPS HUNTING MAPS	08/15/2025	36.74	
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-PD	08/01/2025	134.40	
10-50-820 LINEN AND UNIFORMS						
21005	UMB CARD CENTER	301444	UNIFORM & EQUIP - DB, JW	08/08/2025	141.95	
21005	UMB CARD CENTER	30256322	PANTS - NS	08/25/2025	110.24	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0825	COMM & PRISONER CARE - 082	08/31/2025	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	0825	PRISONER CARE - 0825	08/31/2025	180.00	
ANIMAL CONTROL						
10-55-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F40805	ANIMAL SHELTER KEY COPIES	08/04/2025	10.45	
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0925	ANIMAL SHELTER	09/08/2025	12.12	
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0825	ANIMAL SHELTER	08/26/2025	59.49	
PUBLIC WORKS ADMINISTRATION						
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-0825	STREET LIGHTING	08/28/2025	9.91	
18009	ROCKY MOUNTAIN POWER	053-0825	STREET LIGHTING (HOLLAND)	08/28/2025	12.46	
18009	ROCKY MOUNTAIN POWER	061-0825	SPINEL LIFT STATION	08/28/2025	35.95	
18009	ROCKY MOUNTAIN POWER	094/099-0825	STREET LIGHTS	08/28/2025	4,082.50	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1543468	GEL PENS 36 PACK	08/26/2025	35.31	
21005	UMB CARD CENTER	75604071	OFFICE SUPPLIES	08/25/2025	32.91	
10-66-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75603374	FIX SIGN	08/21/2025	17.98	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	74841	SIPHON PUMP	08/04/2025	17.28	
21005	UMB CARD CENTER	75600459	SAWZALL BLADES	08/05/2025	21.99	
21005	UMB CARD CENTER	75603413	BATTERY CHARGER	08/21/2025	36.99	
21005	UMB CARD CENTER	F43458	CLOTH PLUMBER	08/20/2025	3.59	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75600662	WEED EATER FUEL	08/06/2025	26.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
99234	GUNTER'S SERVICE	STREET - 082	FUEL	08/31/2025	2,117.03	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
11033	KILGORE COMPANIES LLC	1547551	ASPHALT MIX (10.55 TONS)	08/25/2025	1,015.65	
21005	UMB CARD CENTER	F42491	PAINT FOR CROSSWALKS	08/14/2025	959.94	
21005	UMB CARD CENTER	F44251	BLACK TOP REPAIR	08/26/2025	89.95	
10-66-280 EQUIPMENT MAINTENANCE						
30090	CENTURY EQUIPMENT COMPA	RP79248	PARTS FOR PLATE COMPUTER	07/31/2025	387.02	
90350	INTERWEST SUPPLY COMPANY	IN0122282	WINTER ORDER, CUTTING EDG	09/05/2025	6,575.72	
21005	UMB CARD CENTER	16855	WORK TRUCK BATTERY - CN	08/18/2025	220.00	
21005	UMB CARD CENTER	4114604	LAWNMOWER TIRE	08/11/2025	118.00	
21005	UMB CARD CENTER	75277	SIDE POST BOLT	08/18/2025	5.82	
21005	UMB CARD CENTER	75601543	WEED SPRAYER REPAIR	08/11/2025	103.56	
23050	WYOMING MACHINERY COMPA	PO8661060	420F FILTERS	09/09/2025	350.48	
10-66-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	1821804	ELECTRICAL SWITCHES	08/19/2025	24.00	
21005	UMB CARD CENTER	5021601	REPLACE STORM DOOR	08/14/2025	144.00	
21005	UMB CARD CENTER	75600527	WEED KILLER	08/05/2025	59.98	
21005	UMB CARD CENTER	75601722	SPRAY WEEDS IN ROAD CRAC	08/12/2025	149.99	
21005	UMB CARD CENTER	9093046	MILTON FILTERS	08/11/2025	133.53	
21005	UMB CARD CENTER	F43189	SPRAY FOAM	08/19/2025	11.18	
21005	UMB CARD CENTER	F43192	INSTALL WATER TRAPS	08/19/2025	53.13	
21005	UMB CARD CENTER	F44162	INSTALL AIRLINES DRYERS	08/25/2025	42.13	
21005	UMB CARD CENTER	F44170	CLEANING SUPPLIES	08/25/2025	21.17	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-STREETS	08/01/2025	33.60	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	STREET DEPT. LONG DISTANC	09/01/2025	.61	
17099	CENTURYLINK	2374-0925	STREET DEPT.	09/01/2025	61.93	
21005	UMB CARD CENTER	0925-INT	STREETS INTERNET	08/20/2025	31.45	
10-66-510 TRAINING						
21005	UMB CARD CENTER	0719-0757	CONFERENCE REGISTRATION	08/19/2025	650.00	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	76745	LOCATES - 0825	09/09/2025	165.90	
21005	UMB CARD CENTER	75601543	BOTTLED WATER	08/11/2025	23.94	
21005	UMB CARD CENTER	75601839	DISPOSABLE GLOVES	08/12/2025	14.99	
21005	UMB CARD CENTER	75601910	YETI COOLER FOR WATER	08/13/2025	275.00	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0925	STREET DEPT.	09/08/2025	21.74	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0825	INDUSTRIAL PARK	08/26/2025	8.10	
18009	ROCKY MOUNTAIN POWER	060-0825	GARAGE & SHOP	08/26/2025	80.15	
18009	ROCKY MOUNTAIN POWER	072-0825	INDUSTRIAL PARK	08/26/2025	21.64	
18009	ROCKY MOUNTAIN POWER	106-0825	GARAGE PARKING LOT	08/26/2025	8.10	
SANITATION - OPERATIONS/MAINT.						
10-69-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	1.000281978	CAMERA ON TREE BIN	08/11/2025	20.00	
10-69-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	75604256	DEF FOR GARBAGE TRUCK	08/26/2025	195.60	
21005	UMB CARD CENTER	F40790	PIPE JOINT	08/04/2025	5.99	
99234	GUNTER'S SERVICE	SANI - 0825	FUEL	08/31/2025	1,539.08	
10-69-280 EQUIPMENT MAINTENANCE						
16002	JACKSON GROUP PETERBILT, I	15959RS	FUEL FILTER	09/08/2025	353.91	
21005	UMB CARD CENTER	16685	TIRES	08/04/2025	1,368.00	
21005	UMB CARD CENTER	74831	PATCH FUEL TANK	08/04/2025	23.72	
21005	UMB CARD CENTER	75600370	PATCH FUEL TANK	08/04/2025	3.39	
10-69-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	75603369	FIX TREE, DUMP SIGN	08/21/2025	20.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	58X00251	LANDFILL FEES - 0825	08/31/2025	9,674.25	128.99 TNS
10030	J SOLUTIONS, LLC	SM250753	TREE DUMP	08/27/2025	330.00	
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	STREET DEPT. LONG DISTANC	09/01/2025	.33	
17099	CENTURYLINK	2374-0925	SANITATION DEPT.	09/01/2025	33.34	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0925	SAN DEPT	09/08/2025	11.70	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0825	INDUSTRIL PARK	08/28/2025	4.36	
18009	ROCKY MOUNTAIN POWER	080-0825	GARAGE & SHOP	08/28/2025	43.16	
18009	ROCKY MOUNTAIN POWER	072-0825	INDUSTRIAL PARK	08/28/2025	11.65	
18009	ROCKY MOUNTAIN POWER	106-0825	GARAGE PARKING LOT	08/28/2025	4.36	
PARKS MAINTENANCE						
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	PARKS LONG DISTANCE	09/01/2025	.94	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0925	BLDG/PARKS SHOP	09/08/2025	48.29	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0825	PARKS SHOP	08/28/2025	33.60	
18009	ROCKY MOUNTAIN POWER	018-0825	FRONTIER FIELDS	08/28/2025	33.29	
18009	ROCKY MOUNTAIN POWER	046-0825	DVILLE GATEWAY	08/26/2025	35.16	
18009	ROCKY MOUNTAIN POWER	055-0825	PIZ PARK (COULSON)	08/26/2025	34.33	
18009	ROCKY MOUNTAIN POWER	058-0825	COLD STORAGE	08/26/2025	55.34	
18009	ROCKY MOUNTAIN POWER	062-0825	KMER GATEWAY POE	08/26/2025	36.83	
18009	ROCKY MOUNTAIN POWER	067-0825	RANGER PARK	08/26/2025	33.60	
18009	ROCKY MOUNTAIN POWER	071-0825	RIVER SPRINKLER PUMPS	08/26/2025	191.65	
18009	ROCKY MOUNTAIN POWER	091-0825	ARCHIE NEIL CONCESSIONS	08/26/2025	47.92	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-440 ADVERTISING						
11020	KEMMERER GAZETTE	09/02/25	PUBLIC GATEWAY DEV1A	09/02/2025	42.70	
11020	KEMMERER GAZETTE	09/02/25	PUBLIC HEARING GATEWAY PU	09/02/2025	48.80	
MUNICIPAL COURT						
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	COURT LONG DISTANCE	09/01/2025	.94	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-COURT	08/01/2025	16.80	
CAPITAL PROJECTS FUND						
ADMINISTRATION						
26-43-010 FIREWALL & ADMIN COMPUTERS						
21005	UMB CARD CENTER	6814649	MONITORS (2)	08/05/2025	159.98	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-240 GAS, OIL AND LUBRICANTS						
30396	RELADYNE WEST, LLC	1274618-IN	FUEL - GC	09/05/2025	1,554.70	
54-73-260 CONSTRUCTION & REPAIR SUPPLIES						
19023	STAR VALLEY HUMUS LLC	2308	TOP DRESSING SAND (26.15 T	08/27/2025	1,202.90	
54-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	75603996	BULK BOLTS	08/25/2025	1.48	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0825	GOLF MAINT. INTERNET	08/02/2025	34.51	
54-73-560 SAFETY						
21005	UMB CARD CENTER	052739	BOTTLED WATER	08/05/2025	6.29	
21005	UMB CARD CENTER	1.000281822	BOTTLED WATER	08/13/2025	11.96	
21005	UMB CARD CENTER	75603196	HAND WIPES	08/20/2025	25.98	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0925	GOLF SHOP	09/08/2025	26.02	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-0825	GOLF MAINT. SHOP	08/26/2025	46.07	
18009	ROCKY MOUNTAIN POWER	048-0825	SECURITY LIGHT	08/26/2025	24.95	
18009	ROCKY MOUNTAIN POWER	049-0825	SODIUM VAPOR POLE	08/26/2025	9.91	
18009	ROCKY MOUNTAIN POWER	052-0825	GOLF CART SHED	08/26/2025	38.91	
18009	ROCKY MOUNTAIN POWER	069-0825	SECURITY LIGHT	08/26/2025	24.95	
18009	ROCKY MOUNTAIN POWER	071-0825	RIVER SPRINKLER PUMPS	08/26/2025	1,081.46	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-GOLF MAINT.	08/01/2025	16.80	
54-73-820 LINENS AND UNIFORMS						
99230	KRELL, TAMMY	6	HOODIES (6)	08/30/2025	120.00	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-0825	LITTLE LEAGUE CONCESSION	08/26/2025	61.99	
18009	ROCKY MOUNTAIN POWER	068-0825	STORAGE SHED	08/26/2025	33.29	
18009	ROCKY MOUNTAIN POWER	071-0825	RIVER SPRINKLER PUMPS	08/26/2025	68.45	
18009	ROCKY MOUNTAIN POWER	077-0825	LITTLE LEAGUE CROWS NEST	08/26/2025	15.36	
CLUBHOUSE						
54-80-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	7554645	OFFICE SUPPLIES	08/05/2025	42.75	
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0734727-IN	MERCH.	08/07/2025	1,862.44	
21005	UMB CARD CENTER	921199478	MERCH.	08/11/2025	1,854.50	
21005	UMB CARD CENTER	921315986	MERCH.	08/26/2025	243.75	
21005	UMB CARD CENTER	941113163	MERCH.	08/29/2025	238.75	
21005	UMB CARD CENTER	941113163	MERCH.	08/29/2025	11.21	
99230	KRELL, TAMMY	6	HOODIES (3)	08/30/2025	60.00	
54-80-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0668215	ICE MACHINE CONDENSOR	08/11/2025	138.59	
54-80-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	20672647	BALL WASHER MOTOR	08/15/2025	429.39	
21005	UMB CARD CENTER	6089069	BALL WASHER MOTOR	08/19/2025	8.39	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0825	CLUBHOUSE INTERNET	08/02/2025	34.52	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0925	GOLF CLUBHOUSE	09/08/2025	12.12	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-0825	GOLF CLUBHOUSE	08/26/2025	174.72	
18009	ROCKY MOUNTAIN POWER	076-0825	RV SPACE	08/26/2025	24.26	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	08-2025-56765	SUBSCRIPTION SOFTWARE	08/11/2025	340.20	
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-CLUBHOUSE	08/01/2025	16.80	
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	021089	BAR SUPPLIES	08/01/2025	25.76	
21005	UMB CARD CENTER	042173	BAR SUPPLIES	08/23/2025	28.70	
21005	UMB CARD CENTER	061481	BAR SUPPLIES	08/29/2025	3.92	
21005	UMB CARD CENTER	084372	SNACKS/FOOD/ BAR SUPPLIES	08/21/2025	467.20	
21005	UMB CARD CENTER	088707	BAR SUPPLIES	08/27/2025	21.16	
21005	UMB CARD CENTER	091162	BAR SUPPLIES	08/08/2025	28.48	
21005	UMB CARD CENTER	096187	BAR SUPPLIES	08/15/2025	58.80	
21005	UMB CARD CENTER	461367	CLUBHOUSE FOOD ORDER	08/06/2025	466.31	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	9641854	VACUUM CLEANER	08/29/2025	139.99	
55-73-280 EQUIPMENT MAINTENANCE						
20008	TRANSPORT DIESEL SERVICE I	01S150952	DEF PUMP & HARNESS UPATE	09/08/2025	749.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
55-73-285 BUILDING MAINTENANCE						
10300	ARGYLE BROS INSULATION/ABI	500	LAST PHASE CAPEX INSULATI	09/06/2025	2,810.00	
21005	UMB CARD CENTER	263FX-00	AIRPORT SUPPLIES	08/19/2025	45.22	
55-73-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	187474	ENG - GEN SERVICES - 7/25	08/18/2025	654.10	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	AWOS SYSTEM	09/01/2025	2.76	
30100	CENTURYLINK COMMUNICATIO	2350L-0925	AIRPORT LONG DISTANCE	09/01/2025	.94	
17099	CENTURYLINK	2343-0925	AIRPORT	09/01/2025	87.07	
17099	CENTURYLINK	3534-0925	AIRPORT	09/01/2025	71.27	
17099	CENTURYLINK	9838-0925	AWOS	09/01/2025	165.20	
21005	UMB CARD CENTER	0925-INT	AIRPORT INTERNET	08/20/2025	51.45	
55-73-610 PROPANE						
20887	BRIDGER VALLEY PROPANE	116453	PROPANE - AIRPORT LOUNGE	09/04/2025	520.30	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-0825	AIRPORT SECURITY LIGHTING	08/26/2025	32.94	
18009	ROCKY MOUNTAIN POWER	017-0825	AIRPORT EQUIP BLDG	08/26/2025	43.70	
18009	ROCKY MOUNTAIN POWER	063-0825	AIRPORT HANGER #8	08/26/2025	33.29	
18009	ROCKY MOUNTAIN POWER	073-0825	AIRPORT TERMINAL	08/26/2025	162.98	
18009	ROCKY MOUNTAIN POWER	090-0825	AIRPORT VAULT	08/26/2025	103.59	
55-73-895 INCIDENTALS						
99238	WOLFIES LLC	439	FLY - IN HATS	09/15/2025	495.00	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	187354	ENG - LIGHTING & WINDCONES	08/15/2025	7,448.85	
55-75-015 2025 SEAL COAT & MARK PVMTS						
10157	AMERICAN ROAD MAINTENAN	PP#2	2025 SEAL COAT & MARK PAVE	09/08/2025	20,582.70	
10069	JUB ENGINEERS INC	187379	ENG - 2025 SEAL COAT & MARK	08/15/2025	18,825.30	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	000217	COPIER PAPER & PAPER CLIPS	08/28/2025	112.08	
21005	UMB CARD CENTER	0391461-A	COPIER PAPER	08/21/2025	69.98-	
56-82-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	5025063	SHOWER CURTAIN & ROD	08/23/2025	19.97	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	020495	TRI FOLD TOWELS	08/27/2025	37.99	
21005	UMB CARD CENTER	029107	HAND SOAP & REFILLS	08/22/2025	7.88	
21005	UMB CARD CENTER	9902605	HAND SANITIZER	08/28/2025	41.52	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	REC CENTER LONG DISTANCE	09/01/2025	.94	
17099	CENTURYLINK	2365-0925	REC CENTER	09/01/2025	66.27	
17099	CENTURYLINK	2366-0925	REC CENTER	09/01/2025	81.27	
21005	UMB CARD CENTER	0925-INT	REC CENTER INTERNET	08/20/2025	31.45	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0925	REC CENTER	09/08/2025	139.76	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0825	REC CENTER	08/26/2025	948.94	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-REC	08/01/2025	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
99238	WOLFIES LLC	434	T SHIRT FOR LEAGUE	09/01/2025	13.36	
56-82-960 EQUIPMENT REPLACEMENT						
21005	UMB CARD CENTER	1153002	LAP COUNTERS - 24PK	08/28/2025	27.99	
OUTDOOR POOL						
56-88-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	8029802	CHLORINE & LIQUID REAGENT	08/08/2025	45.36	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0925	OUTDOOR POOL	09/01/2025	66.27	
21005	UMB CARD CENTER	INT - 0825	OUTDOOR POOL INTERNET	08/02/2025	34.51	
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0925	SWIMMING POOL	09/08/2025	182.53	
56-88-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0825	SWIMMING POOL	08/26/2025	280.89	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	0371425	SIGN FOR CLEANING	08/18/2025	31.95	
21005	UMB CARD CENTER	046639	CLEANING SUPPLIES	08/15/2025	29.15	
21005	UMB CARD CENTER	F41617	GLUE FOR LIGHT COVER	08/09/2025	8.98	
21005	UMB CARD CENTER	F42454	TRASH BAGS, BATTERIES	08/14/2025	85.97	
57-43-360 CONTRACTUAL SERVICES						
20018	BIG PEE INDUSTRIES INC	20771	DRAINING SEPTIC TANKS - EC	09/08/2025	475.00	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0925	EC ALARM	09/01/2025	1.38	
17099	CENTURYLINK	2226-0925	EVENT CTR.	09/01/2025	66.27	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0925	EVENT CENTER	09/08/2025	105.19	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	071-0825	RIVER SPRINKLER PUMPS	08/26/2025	27.38	
18009	ROCKY MOUNTAIN POWER	086-0825	EVENTS CENTER	08/26/2025	1,401.51	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0825	GOOGLE APPS-EC	08/01/2025	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD1757758	LINENS	08/08/2025	484.42	
21005	UMB CARD CENTER	P134212	LIGHT COVER (GREAT ROOM)	08/14/2025	262.95	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	004603	DRINKS & CUPS	08/21/2025	35.66	
21005	UMB CARD CENTER	006532	SUPPLIES FOR EVENT CENTER	08/26/2025	18.94	
21005	UMB CARD CENTER	036467	WATER FOR MEETINGS	08/14/2025	11.96	
21005	UMB CARD CENTER	099848	EVENT CENTER SUPPLIES	08/25/2025	32.81	
21005	UMB CARD CENTER	F42329	OFFICE FAN	08/13/2025	54.99	
VISITORS' SERVICES						
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0825	VISITOR CTR. INTERNET	08/02/2025	34.51	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0925	VISITOR CENTER	09/08/2025	14.30	
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0825	VISITOR CENTER	08/26/2025	83.62	
18009	ROCKY MOUNTAIN POWER	085-0825	TRIANGLE PARK-SOUND EQUIP	08/26/2025	73.29	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0925	700 CEDAR	09/01/2025	61.77	
17099	CENTURYLINK	2254-0925	700 CEDAR	09/01/2025	61.77	
17099	CENTURYLINK	2915-0925	700 CEDAR	09/01/2025	78.07	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0925	700 CEDAR	09/08/2025	32.16	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0825	700 CEDAR	08/26/2025	489.37	
Grand Totals:						<u>132,961.35</u>

Automatic Payments/Debits

Date	Payee	Payment Description	Amount
8/31/25	Worldpay	Golf Credit Card Processing Fees	\$886.59
9/16/25	Wyoming Liquor Division	Hard Liquor Order	\$352.43
Total:			\$1,239.02

Date Approved: 09/22/2025

Mayor _____

Council _____

Council _____

Council _____

Council _____

Council _____

Council _____

Treasurer _____

Tabled Business (a)

Tabled Business

AGENDA ITEM # A OLD BUSINESS

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Department: ADMINISTRATION

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

~~June 23, 2025~~

~~July 14, 2025~~

~~July 28, 2025~~

Aug 11, 2025

Aug 25, 2025

September 8, 2025

September 22, 2025

SUBJECT: 3rd Reading Ordinance 2025-899 granting to Questar Gas Company, dba Enbridge Gas Wyoming a franchise for the construction, operation and maintenance of a gas distribution system in the City of Kemmerer.

DESCRIPTION/JUSTIFICATION:

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

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

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

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

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

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

I have also inquired with Enbridge about what we are currently charging for our

franchise fee and staff has researched the amount we get annually from our franchise fees. Enbridge is researching the % to confirm. Whatever the fee, here is what we received in previous years:

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

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

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

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

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 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 119, 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 _____

<u>City Council Members</u>	<u>Yea</u>	<u>Nay</u>	<u>Abstaining</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACCEPTANCE OF FRANCHISE

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

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

QUESTAR GAS COMPANY,
dba ENBRIDGE GAS WYOMING

Judd Cook
Vice President and General Manager of
Western Distribution

New
Business
(a)

AGENDA ITEM # a (NB) OB (CONSENT)

Department: Administration

Meeting Date: September 22, 2025

SUBJECT: Pass, Approve and Adopt Resolution No. 2025-861, A Resolution Authorizing the City of Kemmerer to Join with other Political Subdivisions of the State of Wyoming as a Participant (“Participant”) in the Wyoming Cooperative Liquid Assets Securities System “Wyoming Class” (The “Trust”) to Pool Funds for Investment.

BRIEF DESCRIPTION/JUSTIFICATION:

I have been working with Wyoming Class to get a reserve account set up to allow the city to invest funds into. In reviewing the Wyoming Class registration packet I realized that the previous resolution that was passed to deposit funds into Wyoming Class did not include all the needed information. The resolution has been created and is attached. Once the resolution has passed, I will have the mayor, president of the council, vice-president of the council, city administrator and city clerk-treasurer sign the signature cards and email the packet to Wyoming Class to get our account set up and initiate the transfer of funds from the city’s BMO pooled fund account to Wyoming Class.

RECOMMENDED ACTION: Pass, Approve and Adopt Resolution No. 2025-861.

Attachments Provided: Yes No

Submitted by: Natasia Diers

RESOLUTION NO. 2025-861

A RESOLUTION AUTHORIZING THE CITY OF KEMMERER TO JOIN WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OF WYOMING AS A PARTICIPANT (“PARTICIPANT”) IN THE WYOMING COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM “WYOMING CLASS” (THE “TRUST”) TO POOL FUNDS FOR INVESTMENT.

WHEREAS, W.S. 9-4-831 authorizes political subdivisions of the State of Wyoming as defined therein under W.S. 9-4-831(a) (“Political Subdivisions”) to invest in eligible securities as defined in W.S. 9-4-831 (“Legal Investments”); and

WHEREAS, W.S. 9-4-831(a)(viii) authorizes Political Subdivisions to invest jointly with other investors in a commingled fund of Legal Investments; and

WHEREAS, the Trust is statutory trust formed under the laws of the State of Wyoming in accordance with W.S. 17-23-114 and it is the intent and purpose of the Trust to provide for the investment in only those Legal Investments for Political Subdivisions in accordance with W.S. 9-4-831; and

WHEREAS, U.S. Bank National Association is custodian for the Trust (“Custodian”) and all eligible securities of the Trust are held through the Custodian; and

WHEREAS, it is in the interest of the Participants to permit their respective cash balances to be invested in the Trust; and

WHEREAS, the City of Kemmerer, a Political Subdivision, desires to become a Participant in the Trust.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THIS POLITICAL SUBDIVISION AS FOLLOWS:

1. City of Kemmerer hereby approves, adopts, and thereby joins as a Participant with other Political Subdivisions pursuant to the Wyoming CLASS Indenture of Trust dated may 29, 2020, as amended from time-to-time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and
2. The Custodian, acting as a depository, is hereby designated as a depository for the funds of this Political Subdivision which shall be invested in the Trust on behalf of its general fund and all other accounts, and the Key Contact is directed and authorized to execute any and all

depository forms and resolutions of said Custodian, and that said resolutions are adopted as reflected thereon. The application of U.S. Bank National Association to become a depository is hereby accepted.

3. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
4. The Key Contact and Authorized Signatories may be changed from time-to-time by written notice to Wyoming CLASS.

I undersigned hereby certifies that the City of Kemmerer has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in the city's possession

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming this 22nd day of September 2025.

CITY OF KEMMERER

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

BY: _____
NATASIA DIERS, CITY CLERK/TREASURER

New
Business
(b)

AGENDA ITEM # b NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: September 22nd, 2025

SUBJECT: Letter of support for South Lincoln Hospital District Long-Term Care Project

DESCRIPTION/JUSTIFICATION:

The South Lincoln Hospital District (SLHD) is applying for a Wyoming State Loan and Investment Board (SLIB) grant for a proposed long-term care project in Kemmerer. The project can significantly enhance the quality of life for our aging population, provide essential services for families, and contribute to the overall economic and social well-being of Kemmerer and the surrounding region.

RECOMMENDED ACTION:

Review the attached feasibility study and SLIB grant application and authorize Mayor Robert Bowen to sign a letter of support on behalf of SLHD for the SLIB Application.

Attachments Provided: Yes X No

Feasibility Study

SLIB Grant Application

Letter of Support for SLHD SLIB Grant Application

Submitted by: Brian Muir, City Administrator

Kemmerer City Hall
220 State Highway 233
Kemmerer, WY 83101



(307) 828-2350
www.kemmerer.org

Make it Matter – Make it Better – Make it Happen

September 22, 2025

RE: Letter of Review – SLIB Application for South Lincoln Hospital District Long Term Care Project

To Whom It May Concern,

On behalf of the City of Kemmerer, I am writing to express our full support for the SLIB application submitted by the South Lincoln Hospital District for the proposed Long Term Care Project in Kemmerer, Wyoming.

The City has reviewed the scope and objectives of the project and finds it to be a vital addition to our community's healthcare infrastructure. The development of a long-term care facility will significantly enhance the quality of life for our aging population, provide essential services to families, and contribute to the overall economic and social well-being of Kemmerer and the surrounding region.

We believe this project aligns with the City's strategic goals and long-term planning efforts of providing a quality that will reflect the highest standards of living in the region. It will not only improve access to healthcare but also sustain our goal of creating jobs and strengthening our local economy. The City of Kemmerer has no objections to the proposed project and is committed to supporting its implementation through coordination and collaboration with the South Lincoln Hospital District and other stakeholders.

Thank you for your consideration of this important initiative. Please feel free to contact our office if additional information or documentation is required.

If you have further questions or need to reach me, contact Kemmerer City Administrator Brian Muir via e-mail at bmuir@kemmerer.org or cell phone/text at 307-466-3128.

Sincerely,

Mayor Robert Bowen
City of Kemmerer

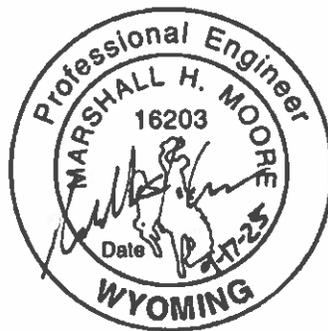


South Lincoln Hospital District

Feasibility Study

Architectural, Mechanical and Electrical Assessment

IMEG #24004248.00





**Feasibility Study
for
South Lincoln Hospital District
Kemmerer, Wyoming**

**IMEG #23004248.00
July 3, 2024**

- A.** Objectives: IMEG was contracted by the South Lincoln Hospital District to visit the South Lincoln Medical Center and assess the existing conditions of the long-term care portion of the building located in Kemmerer, WY. Based on our site assessment that took place on June 25, 2024, IMEG will provide preliminary recommendations and associated costs required to upgrade the Architectural and MEP systems as necessary to accommodate the planned repurposing of the building.
- B.** Cost of Work Summary:
1. Electrical/Mechanical/Plumbing
 - a. Required = \$717,000 - \$860,000
 - b. Alternate = \$204,000 - \$245,000
 2. Architectural
 - a. Required = \$75,000 - \$100,000
 - b. Alternate = \$135,000 - \$175,000
 3. Plus; design fees, general contractor fees, contingency etc.
- C.** Existing Conditions:
1. Electrical:
 - a. The existing 208V 3-phase 4-wire electrical service is established on the east side of the campus off Ash Ave, through a 500kVA pad mount transformer. The service is fed through overhead primary lines from the alley to the northeast. The overhead service line transitions down a utility pole within 17 feet of the transformer location. Rocky Mountain Power was confirmed to be the electrical service utility provider. A service feeder transitions from the wet-type transformer to the exterior NEMA 3R main switchboard, to a metering section, with enclosed meter socket (Tag# 0337050), then to the 2500A main service disconnecting means. This is a 2-section service-rated General Electric AV-Line AVS switchboard, with 100kA SCCR and fully rated neutral bus. There appears to be another service present at this building, which serves the mobile MRI trailer. It is fed through the same utility transformer, but is routed through a separate CT cabinet with nearby meter, then to an exterior heavy duty 400A disconnect, through an



exterior 150kVA step-up dry-type transformer, and finally to a 200A disconnect with nearby pin and sleeve connection to the trailer. A ground rod was confirmed to be present for this second service, but labeling on the disconnect was not present, in identifying this as a second service disconnect.

Within the building, three (3) switchboards are fed from a 2500A bus duct. Two of the switchboards are 800A, and the third is a 1600A switchboard. These switchboards were not installed at the same time, but all appear to working condition. The existing motor control centers (MCC) which are fed from the existing switchboards appear to be some of the oldest electrical equipment in the building. The MCC's would not be recommended to serve any new mechanical equipment needed for this remodel.

There is an existing emergency generator located in the building interior. It is a 250kVA 208/120V 3-phase 4-wire Cummins/Onan diesel generator, which feeds into an emergency distribution switchboard, and then through to two (2) automatic transfer switches (ATS). The equipment branch ATS is rated at 400A, and the emergency branch ATS is rated at 200A. The Emergency branch is assumed to feed both critical and life safety loads. It was noted by staff that the generator currently runs at about 30% capacity. This means that the essential load on the building is less than 150kVA, and these branches are therefore permitted to be served by a single transfer switch.

- b. Existing lighting fixtures in the long-term patient care areas consists of surface mounted, 1-lamp, fluorescent cove/ perimeter slot lighting in main corridors, with recessed lensed CFL-lamped fixtures in patient rooms. Patient beds have wall mount fluorescent up-down fixtures. All lighting control systems appear to be locally switched with snap switches. No dimming or daylighting systems appear to exist. There is one occupancy-based control system in the dining area, which controls some general lighting in the space. Exterior lighting is controlled through a traditional timeclock/photocell combination.
- c. The existing fire alarm system is a Silent Knight (FACP model IFP-1000), with notification and initiation devices varying by brand and vintage (Silent Knight smoke detectors, Gentex horn/strobes, among others) with an annunciator located near the nurse's station in the long-term care wing (model 5860). The long-term care wing appears to be fully detected per plans, but smoke detectors were not identified in all patient rooms, while on site. It was mentioned during site evaluation that the company that services the system (Api System Integrators based in Casper, WY) has deemed it no longer serviceable. The system appears functional, but does indeed appear to be an older system.
- d. The existing nurse call system is manufactured by Dukane. The master station equipment (model ProCare 2000) is located at the nurse's station of the long-term care wing, and call lights are present at each patient room door. Pull cord stations are located in restrooms, and dual pull cord and speaker stations are located at patient beds. The system is functional, but a replacement is needed given the age of the system. The current devices do not appear to have the ability to connect to patient beds, or to initiate a code blue alert.



- e. The existing telephone/structured cabling system has a main demarc in the lower-level electrical room, with CenturyLink copper service entrances present, as well as antiquated POTS lines for telephones. There does appear to be established telecom rooms with floor mounted racks and dedicated cooling systems. Nurse staff and patient rooms have access to wireless access points.
 - f. Security systems are minimal to non-existent, and door hardware seen within the long-term care wing is traditional key-based. There are no card swipe access control systems present. There are no active camera systems. At minimum, there was mention that there is a strong need to have some exterior cameras installed, to monitor the portion of the wing near dining that has many windows which are accessible to the public.
 - g. There are some existing ceiling speakers present in the space but are currently not active. There is a desire from the staff to have a paging system installed throughout the building, so that various codes/alerts can be communicated to the entire paging staff.
 - h. Existing patient rooms in the long-term care wing currently have one duplex receptacle per patient bed, which is served by Panel CC3, then to an upstream panel named EMC1, which is then fed through the emergency branch ATS. Panel CC3 is a 125A 120/208V 3P4W 18-space panel and is completely full. The panel serves patient bed receptacle loads, receptacles at the nurse's station, as well as some mechanical equipment. The branch circuits serving receptacles in patient rooms are shared across multiple rooms, which does not meet NEC 517 compliance.
2. Mechanical
- a. The existing Long-Term Care Unit portion of the building is heated by its own primary variable condensing boiler system located in the basement mechanical room. Individual rooms are heated through baseboard radiant heaters and individual VAV boxes with hydronic heating coils. The existing heating water system will be maintained. We recommend replacing the major components in the near future based on the age of the equipment being past the ASHRAE recommended useful expectancy. The major components would be the two pumps and two boilers.
 - b. The existing Long-Term Care Unit portion of the building is cooled by a single chiller chilled water system that is shared between the long-term care and hospital. Chilled water only serves the existing air handler with a pumped chilled water coil in the basement that provides the primary cooling throughout the long-term care facility. The existing chilled water system will be maintained.
 - c. The existing long term care facility is ventilated through a single variable air volume indoor air handler with chilled and heating water coils. This unit is located in the basement. Each patient room has it's on own hydronic variable air volume box to control space conditioning and ventilation. We recommend replacing this air handler in the near future based on the age of the equipment being past the ASHRAE recommended useful expectancy.
3. Plumbing



a. The building has plumbing throughout with restrooms in each resident room. In addition, there is a central bathing area with a shower. The existing water entry is under the existing hospital portion of the building and has a whole building water softener. The long-term care unit has it's own electric water heater for domestic hot water.

D. Recommendations / Costs

1. Electrical:

- a. Provide required new branch panel space for patient bed receptacles, for both normal and emergency/critical branches, to meet the requirements of NEC 517.18 for a Category 2 space. Replace existing Panel CC3 with a new 42-space panel (match ampacity and SCCR rating). Re-use existing feeder (1/0 copper conductors). Replace existing Panel NC14 with a new 60-space panel (match ampacity and SCCR). Re-use existing feeder (3/0 copper conductors). Both panelboards shall be bonded per NEC 517.14.

Estimated Cost (Long-Term Patient Care) = \$17,900

- b. Provide new patient bed receptacles (EM and Normal) with redundant ground to each of the 22 patient beds. Receptacles shall be hospital-grade, and EM devices (with cover plate) provided with Red finish. Quantity of receptacles shall be eight (8) total, per bed. Wiring methods shall be in accordance with NEC 517.13, and be replaced and/or inspected back to serving panel. HCF cabling is permitted to be ran to devices, by fishing into existing walls. Replace wiring to patient bed lights, to meet NEC 517.13.

Estimated Cost (Long Term Patient Care) = \$33,200

- c. Mechanical and Plumbing Electrical Feeders and Branch Circuits: Provide all new power connections to mechanical and plumbing equipment, throughout the long-term care wing as necessary. This would include re-wiring of branch circuit wiring to existing equipment served by panels being replaced, and feeder re-connections to the AHU and Med Vac systems.

Estimated Cost (Whole Building) = \$2,200

- d. Provide conduit and raceways throughout the wing to be remodeled for future low voltage/technology wiring for nurse call. Low voltage/technology cabling and equipment cost is not included in the estimated costs below.

Estimated Cost (Long Term Patient Care) = \$3,600

- e. Alternate: Provide new lighting and lighting controls throughout the 1st floor of the long-term care wing. All fixtures shall be LED typ. Dimming controls will be provided. Occupancy and vacancy sensors will be installed to turn light fixtures off when spaces



are unoccupied. Daylight harvesting sensors will also be installed in areas with adequate daylighting.

*Estimated Cost (Long Term Patient Care) = \$105,000**

**Note: Rocky Mountain Power offers energy rebates which could reduce this overall cost.*

- f. Alternate: Provide a digital, addressable fire alarm system throughout the long-term patient care wing to comply with current building codes. This will include smoke detection, notification devices, manual pull stations, etc. System to be interfaced to the existing portion of the building which was more recently updated with a fire alarm system.

Estimated Cost Long Term Patient Care) = \$69,000

2. Mechanical

- a. The existing indoor handler appears to have the capacity of outside air and total air required to meet the conditions for ASHRAE 170 for patient rooms. The existing unit does not have the existing filtration requirements for those and the existing filters, filter section, and fans/fan section will need to be replaced to meet the additional filtration requirements. The fan section will need to be replaced to handle the additional pressure requirements of the additional filtration. The age of the unit is near/at the ASHRAE expected life and with these upgrades would be replaced. The chilled water coil recirculation pump would be replaced along with it.
- b. Add exhaust ventilation for existing and upgraded medical gas storage areas in accordance with NFPA 55.

Estimated Cost = \$470,000

3. Plumbing

- a. Existing resident rooms to be upgraded with additional lavatory in order to meet health code requirements.
- b. Plumbing systems for the medical gas system to contain all new piping, outlets for each room, central alarm panels, and central system with all valves.

Estimated Cost = \$190,000

- c. Alternate: The existing shower room will be upgraded from a shower to having a walk-in tub. This is an alternate and not required for conversion to an in-patient care unit.

Alternate Estimated Cost = \$30,000 (not included in total)

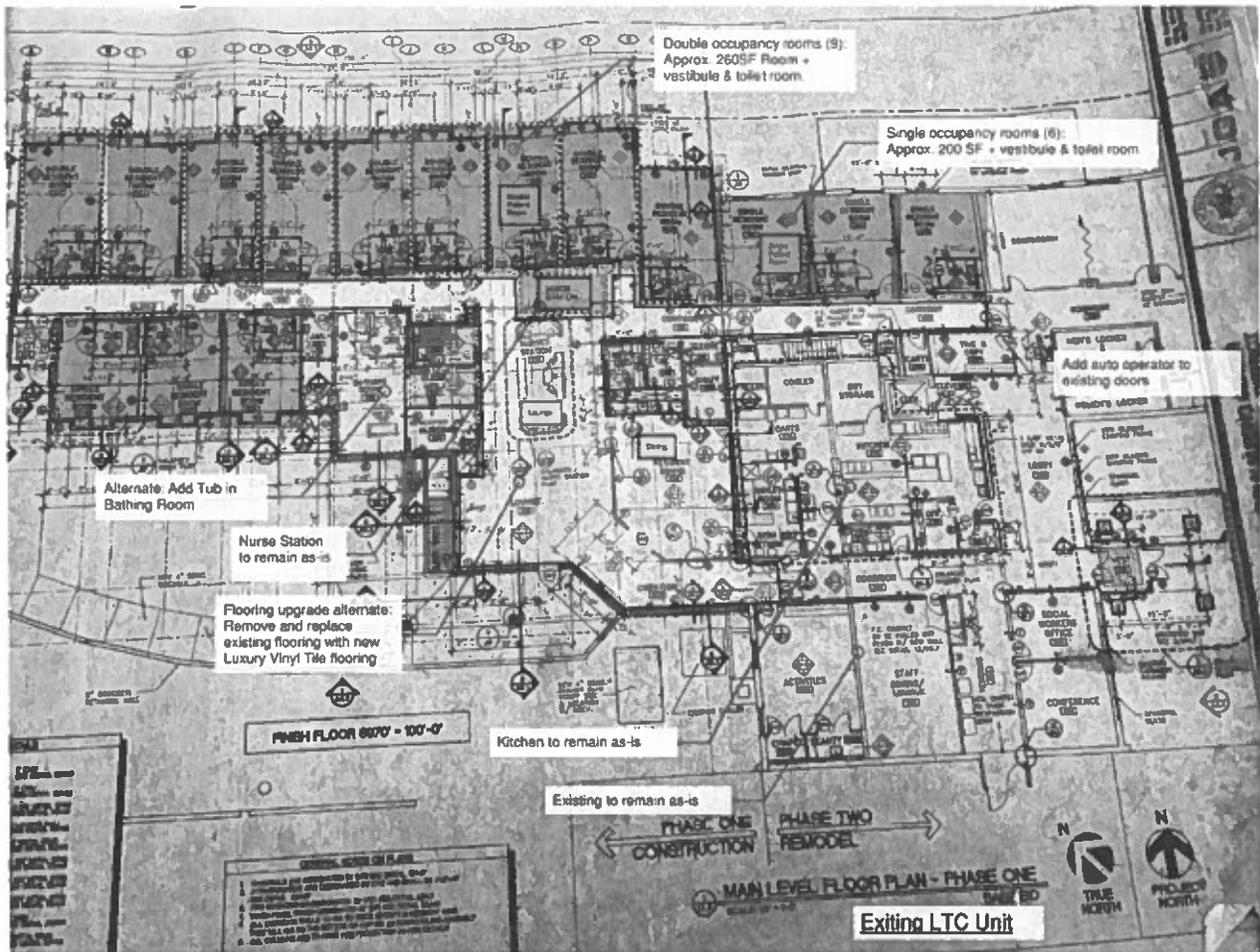


- E. Summary: Treanor is providing preliminary summary (for Architectural & FGI regulatory assessment) and associated costs estimates required to upgrade the Architectural components as necessary to accommodate the planned redesignation of the Long-Term Care Unit to In-patient Care Unit.

Base Scope: Convert existing Long-term-care, 15 room (24 bed), unit to Hospital In-patient Unit.

The total existing unit is approximately 10,000 SF.

Alternate Scope: Upgrade finishes in each patient room, flooring in main corridors, tub in shower room, doors and hardware, access control, general finish upgrades throughout the unit (floors, walls, ceiling).



F. Recommendations / Costs

1. Regulatory:

- a. Current FGI regulations adopted by the State of Wyoming, edition 2006. Opportunity for waivers for future code adoptions and direct conversations with the State to confirm compliance with any minor variances from the current guideline compliance.

Estimated Cost = \$30,000

3.1.1 Typical Patient Rooms

Each patient room shall meet the following standards:

3.1.1.1 Capacity

- (1) In new construction, the maximum number of beds per room shall be one unless the functional program demonstrates the necessity of a two-bed arrangement. Approval of a two-bed arrangement shall be obtained from the licensing authority.
- (2) Where renovation work is undertaken and the present capacity is more than one patient, maximum room capacity shall be no more than the present capacity, with a maximum of four patients.

3.1.1.2 Space requirements. Minor encroachments, including columns and hand-washing stations, that do not interfere with functions may be ignored when determining space requirements for patient rooms.

- (1) Area. In new construction, patient rooms shall be constructed to meet the needs of the functional program and have a minimum of 100 square feet (9.29 square meters) of clear floor area per bed in multiple-bed rooms and 120 square feet (11.15

square meters) of clear floor area in single-bed rooms, exclusive of toilet rooms, closets, lockers, wardrobes, alcoves, or vestibules.

- (2) Dimensions and clearances. The dimensions and arrangement of rooms shall be such that there is a minimum of 3 feet (91.44 centimeters) between the sides and foot of the bed and any wall or any other fixed obstruction. In multiple-bed rooms, a clearance of 4 feet (1.22 meters) shall be available at the foot of each bed to permit the passage of equipment and beds. (See "bed size" in the glossary.)
- (3) Renovation. Where renovation work is undertaken, every effort shall be made to meet the above minimum standards. If it is not possible to meet the above minimum standards, the authorities having jurisdiction shall be permitted to grant approval to deviate from this requirement. In such cases, patient rooms shall have no less than 80 square feet (7.43 square meters) of clear floor area per bed in multiple-bed areas and 100 square feet (9.29 square meters) of clear floor area in single-bed rooms exclusive of the spaces previously noted in this section.

*3.1.1.3 Windows. Each patient room shall have a window in accordance with Section 2.1-8.2.2.5.

3.1.1.4 Patient privacy. In multiple-bed rooms, visual privacy from casual observation by other patients and visitors shall be provided for each patient. The design for privacy shall not restrict patient access to the entrance, hand-washing station, or toilet.

*3.1.1.5 Hand-washing stations. These shall be provided to serve each patient room.

- (1) A hand-washing station shall be located in the toilet room.
- (2) A hand-washing station shall be provided in the patient room in addition to that in the toilet room. This shall be located outside the patient's cubicle curtain and convenient to staff entering and leaving the room.
- (3) A hand sanitation station in patient rooms utilizing waterless cleaners may be used in renovation

APPENDIX

A3.1.1.2 (1) In new construction, single patient rooms should be at least 12 feet (3.66 meters) wide by 13 feet (3.96 meters) deep (or approximately 160 square feet, or 14.86 square meters) exclusive of toilet rooms, closets, lockers, wardrobes, alcoves, or vestibules. These spaces should accommodate comfortable furniture for family members (one or two) without blocking access of staff members to patients. Efforts should be made to provide the patient with some control of the room environment.

A3.1.1.3 Windows are important for the psychological well-being of many patients, as well as for meeting fire safety code requirements. They are also essential for continued use of the area in the event of mechanical ventilation system failure.

A3.1.1.5 Where renovation work is undertaken, every effort should be made to meet this standard. Where space does not permit the installation of an additional hand-washing station in the patient room, or where it is technically infeasible, the authority having jurisdiction may grant approval of alternative forms of hand cleansing.



2. Architectural Design (required)

- a. Provide architectural demolition and new construction to accommodate the necessary renovations to accommodate the new program elements.

Estimated Cost (allowance) = \$5,000 per room x 15 rooms - \$75,000

3. Alternates:

- a. Flooring in corridors, approx. 3,500 SF. LVT + rubber base.

Estimated Cost = \$15/SF - \$52,500

- b. Casework

Estimated Cost = \$1,500/room - \$22,500

- c. Add tub to existing tub/shower room, upgrade finishes

Estimated Cost = \$3,500

- d. Door hardware. Add auto door operator to existing suite doors, replace existing hardware as required in each patient room.

Estimated Cost = \$30,000



Cost estimate for General Contractor to perform work (ARCHITECTURAL ONLY!):

South Lincoln Hospital District - Typical Patient Room					
Concept Budget 7/3/2024					
Description	Quantity	Unit	Unit Cost	Total Cost	Notes
General Conditions					
Super	0.7	WK	\$ 4,931.20	\$ 3,452	40hr/wk
PM	0.7	WK	\$ 1,017.76	\$ 712	8hr/wk
PE	0.7	WK	\$ -	\$ -	
PA/PC	0.7	WK	\$ 609.52	\$ 427	
GRs	0.7	WK	\$ 200.00	\$ 140	
Misc	0.7	WK	\$ 200.00	\$ 140	trailer not included
Subtotal				\$ 4,871	per room
	82	LF	perim		
Patient Room Remodel	320	SF	area		
Demo existing space to stud:	320	SF	\$ 5.00	\$ 1,600	
Reframe stair	0	LS	\$ 3,000.00	\$ -	
Repair concrete wall	0	LS	\$ 2,000.00	\$ -	
Level floor	0	SF	\$ 15.00	\$ -	
Replace doors	0	EA	\$ 2,000.00	\$ -	
Patch drywall	738	SF	\$ 3.00	\$ 2,214	
LVT	320	SF	\$ 10.00	\$ 3,200	
Paint	738	SF	\$ 2.00	\$ 1,476	
ACT	320		\$ 9.00	\$ 2,880	
HVAC	320	SF	\$ -	\$ -	
Electrical	320	SF	\$ -	\$ -	
Subtotal				\$ 11,370	per room
Construction Total				\$ 16,241	per room
Fees					
Design and Engineering Fees				\$ -	
Municipal Fee			0.00%	\$ -	
Contingency			10.00%	\$ 1,624	
Warranty			0.15%	\$ 24	
Bonding			1.00%	\$ 179	
Insurances			1.75%	\$ 316	
Construction Fee			5.00%	\$ 919	
Grand Total				\$ 19,304	per room

*Excludes toilet rooms, corridors, and other rooms outside patient room proper.

Prepared by: Ryan C. Whitted, Michael A. Hagan and Marshall H. Moore
RCW/MHM/MAH/

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New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: September 22, 2025

SUBJECT: Impact Funding MOU with Lincoln, Sublett, Uinta, and Sweetwater County

DESCRIPTION/JUSTIFICATION:

On September 3, 2025, City Staff attended a stakeholder meeting in Pinedale, Sublett County with Sublett County, Sweetwater County, Uinta County, Lincoln County, and their associated cities and towns to propose and mutually decide how to apply for over \$14 million in mitigation impact funding for the Blue Spruce Operating LLC Dry Piney Helium and Carbon Sequestration project, located near LaBarge. Lincoln County proposed that the County and its cities, districts, and other parties be able to apply for \$9,132,600 of this, which could be reduced to \$5,892,000 if Sublett County ends up qualifying to participate, which was verbally accepted by all parties. The City of Kemmerer and Lincoln County have come to a verbal understanding that we will apply for 20% of Lincoln County's overall portion.

There will be an average of 209 workers during the construction months between 2026 and 2028 and an average of 318 workers during peak. Staff is currently working on providing supporting details on demonstrating impact, based on population, proximity, and the amount of workers likely to be housed in Kemmerer, which will be submitted as exhibits to reach an upcoming deadline. These details will be provided to the City Council at a future meeting. The Mayor and staff will be participating in a Pre-hearing conference with the Industrial Siting Council to demonstrate our interest in applying and then again at a Permit Hearing to propose our impacts and get final funding approval.

In order to apply for this impact funding we need the Mayor to sign a Memorandum of Understanding (MOU) between all the parties agreeing to accept what is being applied for by such parties, which MOU is being drafted by Sublett County. We are also waiting for final numbers and percentages from Lincoln County, which will be sent by e-mail once available.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the MOU which between Sublette, Sweetwater, Lincoln, and Uinta Counties and the City of Kemmerer and all other parties listed therein, authorizing the City of Kemmerer to apply for impact assistance funds for the Blue Spruce Operations LLC Dry Piney Helium and Carbon Sequestration project in near LaBarge, Wyoming, once the MOU draft is completed, with the City of Kemmerer being able to apply for up to 20% of Lincoln County's agreed-upon share.

Attachments Provided: Yes _____ No X

Submitted by: Brian Muir, City Administrator