



“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, September 8, 2025

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

5:15 p.m. Interview for Rec Advisory Board – April Corwin

5:30 p.m. Interview for Rec Advisory Board – Adam Calkins – Virtual via Google Meets

5:45 p.m. Interview for Rec Advisory Board – Timothy Sherwin

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** President of Council, Mark Quinn
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** September 8, 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 Special City Council Meeting of August 20, 2025 and Regular City Council Meeting of August 25, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the President of the Council to sign the lease agreement with Guild Mortgage for Suite 102 at Old Town Hall.
- **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, Approve and Adopt on 3rd Reading Ordinance No. 2025-900, Amending Chapter 1, General Provisions

- **NEW BUSINESS:**
 - (a) Lincoln Count Recreation Grant for Hockey Equipment

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY SEPTEMBER 22, 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)

Kemmerer City Council Special Meeting Minutes
Kemmerer Zoning Board Invited to Participate
Topic: Comprehensive Plan Workshop
Wednesday, August 20th 2025

Present were: Kemmerer Mayor Robert Bowen, Councilman Dave McConkie, Councilman Bill Price, Councilman Marlin Batista, City Administrator Brian Muir, Zoning Board Chairman Tim Cassidy, Zoning Board Members: Mark Vickery, Scott Miller, Barb Peevler, John Sawaya, and Mark Thatcher. Also present Kaylynn Williams, Kemmerer Community Events Coordinator, City Planner and Comprehensive Plan Facilitator Alison Tompkins, Lincoln County Engineer Amy Butler, Lincoln County Grants Writer Mary Crosby, Lincoln County Economic Development Director Bob King, South Lincoln Economic Coalition Liaison Sarah Dayton

Even though not a quorum at the beginning, at 4:00 pm Mayor Bowen asked Alison Tompkins to begin the workshop. Alison Tompkins oriented those present to the purpose of the workshop, which was to learn about and begin planning for the City of Kemmerer Comprehensive Plan (KCP). Last time the KCP was updated was in 2018 and typically there are updated every 10 years, depending on what's going on in the community.

At 4:16, Mayor Bowen called the meeting to order as there was a quorum. Pledge of Allegiance followed and roll call was made with all the above council members present. Motion to approve the agenda made by Councilman McConkie, seconded by Councilman Batista, with unanimous approval.

There was a review of the statutory requirements, purpose, and benefits of a Comprehensive Master Plan, identification of focus areas and project funding sources, and a review of the public involvement format and options.

Several challenges and opportunities for the City's economic growth were identified, including the need for economic diversification through attracting suppliers and service providers, addressing workforce shortages linked to limited housing, and leveraging historical and recreational assets. Also highlighted was the importance of specific workforce training, improving housing stock and affordability, and expanding tourism infrastructure, such as RV accommodations and senior community housing. Alison suggested a new comprehensive plan is necessary due to community changes and statutory requirements, outlining the variable costs and 12-18-month timeline, and noting that the decision to proceed with an update or full rewrite rests with the council and zoning board.

The need for economic diversification and ancillary opportunities in the nuclear industry was noted by Brian, including the importance of attracting suppliers and service providers to diversify the local economy. There is also a need for ATV/snowmobile repair shops and tour bus-friendly restaurants, represent opportunities for economic growth.

Workforce challenges and housing were identified a limited workforce as a significant issue, particularly for businesses like Pizza Hut, which struggle to find employees. They connected this to limited housing, especially for lower-income individuals, noting that current housing stock is a major constraint for home development and company relocation.

Historical and cultural assets were discussed, including the JC Penney landmark district and an improved museum, which can attract visitors and generate economic benefits. They also noted that the area's boom-bust economy reputation has sometimes deterred investors and state support for housing and infrastructure. Recreational opportunities and infrastructure were developing a green belt walking trail along the river, similar to Boise's, to enhance recreational offerings. It was suggested moving the music festival from Triangle Park to an amphitheater at the old football field to accommodate more attendees and avoid water issues.

Workforce training and skill gaps were addressed the need for specific training to support major employers, noting a mismatch between what students are taught and industry requirements, particularly in welding and technical skills. There's a shortage of skilled tradespeople like HVAC technicians, who might be more inclined to relocate if the town were larger.

Housing stock and affordability was discussed. Housing is still relatively affordable, although the median income can pose challenges for qualifying for small business loans. They also highlighted issues with zoning, where non-conforming homes cannot be rebuilt if they cease to exist, creating financing problems. Housing strengths and developments were noted with a positive trend of older homes being rehabilitated, which strengthens established neighborhoods and community pride. They also mentioned ongoing residential subdivisions expected to add 250 apartments to support the anticipated workforce.

Discussions with tourism and RV Accommodations highlighted that local hotels primarily serve workers rather than tourists, suggesting an opportunity to expand RV accommodations. Senior community housing was discussed, that such developments could be beneficial for the City. They emphasized the importance of meeting the demand for housing, especially for younger generations who wish to stay in the area.

Housing challenges included the boom-bust nature of housing as a threat, as seen with the Regency building, and stressed the need for developers to build only what is needed to avoid vacant properties. They also noted that residents prefer larger homes with more acreage, three-car garages, and space for animals, which contributes to the spread-out nature of the community.

Brian mentioned snow removal as a signature service that the town excels at, contributing to community pride.

With retail and business opportunities it was discussed the lack of certain retail options, like shoe stores, and suggested that smaller-scale shops or a provider that is a "shop kind of store" might be more realistic for a small town than larger chains like Walmart. Alison noted the presence of vacant buildings on Main Street, which could be converted into new businesses.

Funding sources to support the comprehensive plan were discussed, especially for capital improvement projects like trails or an amphitheater. Alison emphasized that public involvement and engagement are crucial for securing grants, as granting agencies prefer community-supported initiatives.

Funding challenges include local sales tax passage (6th penny) is a significant problem for the community due to county-wide voting dynamics. They also noted that the City currently lacks impact fees for new developments beyond sewer and water, potentially missing out on revenue for transportation and parks.

Economic development grants and Main Street designation discussions indicated that the City often does not qualify for economic development grants due to various reasons. They mentioned that regaining the Main Street community designation could help secure national historic funds, and the Chamber of Commerce has expressed willingness to support this effort. Revolving Loan Funds and Urban Renewal highlighted the Lincoln County Revolving Loan Fund and a similar fund managed by Lower Valley Energy as available, though small, funding sources for businesses. They also noted that while blighted areas offer opportunities for urban renewal, the process is staff-intensive and challenging.

Community amenities and aesthetics discussions mentioned the town's existing amenities, including an event center, golf course, rec center, library, and indoor swimming pool. They also discussed efforts to improve downtown aesthetics, such as lamp poles and banners, with the Chamber of Commerce taking the lead on these initiatives.

Alison discussed next steps for a potential comprehensive plan project, indicating that a summary of the current discussions will be compiled to serve as a record and starting point for the council and zoning board. She emphasized that the decision to proceed with updating the comp plan, or how to utilize the current information, rests with the council and zoning board.

The cost of a comprehensive plan varies significantly, ranging from \$70,000 to \$80,000 and up, depending on factors such as public involvement, the extent of in-person versus virtual activities, and whether it's a complete rewrite or an update. She also mentioned that the timeline for most comp plan projects is typically between 12 to 18 months, which allows for splitting the cost over two years. She explained that an update to a comprehensive plan might be necessary due to significant community changes or new state statutory requirements, with a full rewrite sometimes being more appropriate than minor changes. She noted that the existing 2018 plan includes sections on demographics, housing, economic vision, land use analysis, and implementation strategies, but identified transportation as a missing element in both the future land use and transportation sections.

Alison clarified that the decision to use an existing template or create a new comprehensive plan from scratch is up to the community, as good planning practice involves tailoring the plan to specific statutory requirements and local issues like transportation, utilities, and housing. She advised that while they could use the current information as much as possible, an update is

due, and the plan should consistently guide decisions made by staff and the zoning board regarding new applications.

Alison will put together a summary of the workshop discussions so the group can see what has been put together and also has a record.

Meeting adjourned at 7:53 pm.

BY: _____
ROBERT BOWEN,
MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

The Kemmerer City Council met in regular session this 25th day of August, 2025, at 6 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 David McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember Caleb Ellis was absent.

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

Motion was made by Councilmember McConkie to approve the agenda as amended with moving the Executive Session to after Comments; seconded by Councilmember Popp and unanimously approved by council present.

DEPARTMENT REPORTS:

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

VISITOR COMMENTS:

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of August 11, 2025;
 - (b) Approval of the payment of the bills; payroll, and ACH payments as presented;
- | | | | |
|-----------------------------------|----------|----------------------------------|-----------|
| 18394 UMWA | \$198.60 | 18395 Bugman, Inc. | \$360.00 |
| 18396 Bush-Wells Sporting Goods | 201.99 | 18397 Butler, Nathaniel & Rachel | 64.00 |
| 18398 Century Equipment | 281.84 | 18399 Centurylink | 1,201.01 |
| 18400 Centurylink Communications | 12.74 | 18401 Corff, Kelly | 60.50 |
| 18402 Dex Imaging | 256.79 | 18403 Enbridge Gas, Utah | 553.39 |
| 18404 First Bank of Wyoming | 5,358.41 | 18405 Fossil Basin Promo Board | 14,029.82 |
| 18406 Gunter's Service | 5,046.93 | 18407 IDAWY | 10,903.13 |
| 18408 Jackson Group Peterbilt | 2,332.68 | 18409 Jorgensen Associates | 765.00 |
| 18410 JUB Engineers, Inc. | 1,666.50 | 18411 Lessley, Judy | 650.00 |
| 18412 Nichols, Will | 39.33 | 18413 Norco, Inc. | 66.71 |
| 18414 One-Call of Wyoming | 192.15 | 18415 R&D Sweeping & Asphalt | 48,300.00 |
| 18416 Rocky Mountain Sewer Pros | 150.00 | 18417 Safety Supply & Sign | 1,606.92 |
| 18418 Shums Coda | 360.00 | 18419 Stout Law Center, LLC | 1,500.00 |
| 18420 Turf Equipment & Irrigation | 407.75 | 18421 UMB Card Center | 25,868.60 |
| 18422 Viviano's Concrete | 4,400.00 | 18423 WAMCAT | 75.00 |
| 18424 Wells Fargo Financial Lease | 603.94 | 18425 Wolfies | 213.76 |

18426 WEBT	43,807.86	8/13/25 Federal Tax Deposit-ACH	16,309.59
8/13/25 Net Payroll Direct-ACH	57,352.77	8/13/25 AFLAC-ACH	12.25
8/13/25 Expert Pay-ACH	488.54	8/13/25 Orchard Trust-ACH	625.00
8/6/25 WWB-ACH	417.20	8/6/25 WWB-ACH	95.40
8/6/25 Teton Dist.-ACH	341.40	7/31/25 Worldpay-ACH	1,033.23

- (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) Motion was made by Councilmember Price 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 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 Popp and unanimously approved by council present.

OLD BUSINESS:

- (a) Motion was made by Councilmember McConkie to Pass on 2nd 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 McConkie to authorize the President of Council 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 and Kemmerer Airport on Flight Inspection on Runways; seconded by Councilmember Batista and unanimously approved by council present.
- (b) Motion was made by Councilmember McConkie to authorize the President of Council to sign the professional services agreement for the Elk Street from Coulson Avenue to 5th West reconstruction project with City Engineer, Jorgensen; seconded by Councilmember Price and unanimously approved by council present.

COMMENTS:

Brian Muir, City Administrator, made comments. Councilmember Batista, Councilmember Popp, and Councilmember Price made comments. President of the Council Quinn made comments.

EXECUTIVE SESSION:

Motion was made by Councilmember Popp to recess the regular meeting and go into executive

session for personnel; seconded by Councilmember McConkie and unanimously approved by council present; 6:39 p.m.

Motion was made by Councilmember Batista to convene into executive session; seconded by Councilmember Popp and unanimously approved by council present; 6:41 p.m.

Motion was made by Councilmember Popp to adjourn the executive session; seconded by Councilmember Price and unanimously approved by council; 8:00 p.m.

Motion was made by Councilmember McConkie to reconvene into regular session; seconded by Councilmember Batista and unanimously approved by council; 8:02 p.m.

There being no further business before the Councilmember McConkie made a motion to adjourn the regular meeting; seconded by Councilmember Popp and unanimously approved by council; 8:03 p.m.

BY: _____
ROBERT BOWEN,
MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	10-25	HEALTH INSURANCE - 10/25	09/03/2025	44,825.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	10-25	DENTAL INSURANCE - 10/25	09/03/2025	2,263.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	10-25	LIFE INSURANCE - 10/25	09/03/2025	309.50	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	10-25	VISION INSURANCE - 10/25	09/03/2025	314.74	
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT.	15.0620.1	APPLY GARBAGE DEPOSIT - E	09/03/2025	64.00	
30121	CITY OF KEMMERER ACCT.	15.1740.7	APPLY GARBAGE DEPOSIT - JO	09/03/2025	64.00	
30121	CITY OF KEMMERER ACCT.	16.2430.7	APPLY GARBAGE DEPOSIT - H	09/03/2025	60.50	
30121	CITY OF KEMMERER ACCT.	19.6240.6	APPLY GARBAGE DEPOSIT - P	09/03/2025	64.00	
30121	CITY OF KEMMERER ACCT.	51.1011.8	APPLY GARBAGE DEPOSIT - C	09/03/2025	64.00	
30121	CITY OF KEMMERER ACCT.	51.1039.6	APPLY GARBAGE DEPOSIT - SI	09/03/2025	64.00	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
12017	LINCOLN COUNTY SCHOOL DIS	25-26 YEARBO	YEARBOOK AD	09/04/2025	35.00	
ADMINISTRATION						
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	54240	ADMIN - COMPUTER SUPPORT	08/28/2025	848.69	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0925	INTERNET - ADMIN	09/01/2025	51.56	
10081	ALL WEST COMMUNICATIONS	0628-0925	IP CONNECTION SLETC TO CH	09/01/2025	15.00	
70275	GOTO TECHNOLOGIES USA, IN	IN7104206157	MONTHLY PHONE SERVICE - A	09/01/2025	194.96	
22016	VERIZON WIRELESS	6122046817	CELL PHONE - BM	08/26/2025	37.54	
10-43-830 INSURANCE						
30013	CNA SURETY	25-26ND	TREASURES BOND - ND	09/02/2025	500.00	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT, E DEAN	06-25	LEGAL SERVICES	06/30/2025	2,722.50	
CITY HALL COMPLEX						
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
30326	COMMERCIAL LIGHTING	12532170	LIGHT BULBS (12)	08/06/2025	580.49	
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6122046817	CELL PHONE - WB	08/26/2025	37.54	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0825	WATER - 226 HIGHWAY 233	08/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0825	WATER CITY HALL REAR	08/25/2025	167.36	
11015	K-D JOINT POWERS BOARD	7221910-0825	WATER CITY HALL FRONT	08/25/2025	101.53	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0825	SEWER - 226 HIGHWAY 233	08/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0825	SEWER CITY HALL REAR	08/25/2025	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0825	SEWER CITY HALL FRONT	08/25/2025	44.41	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	107046622	FUEL - PD	08/31/2025	2,024.30	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0925	INTERNET- POLICE DEPT.	09/01/2025	25.39	
70275	GOTO TECHNOLOGIES USA, IN	IN7104206157	MONTHLY PHONE SERVICE - P	09/01/2025	61.27	
14015	NETWIZE	54240	POLICE - COMPUTER SUPPOR	08/28/2025	365.70	
22016	VERIZON WIRELESS	6122046817	CELL PHONE - PD (3)	08/26/2025	112.62	
22016	VERIZON WIRELESS	6122046817	TABLETS - PD (7)	08/26/2025	280.07	
22016	VERIZON WIRELESS	6122046817	KPD CAMERA	08/26/2025	40.01	
10-50-560 SAFETY						
19031	HOWMEDICA OSTEONICS COR	9210031721	AED PAD REPLACEMENT	08/14/2025	609.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
ANIMAL CONTROL						
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0825	WATER - ANIMAL SHELTER	08/25/2025	64.79	
STREET MAINTENANCE						
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	0044481699	WELDING CYLINDER RENTAL	08/31/2025	15.50	
99066	DJ'S GLASS	123329	LUMBER TO REPAIR STORM D	08/14/2025	8.22	
10-66-410 TELECOMMUNICATIONS						
14015	NETWIZE	54240	STREETS - COMPUTER SUPPO	08/28/2025	58.60	
22016	VERIZON WIRELESS	6122046817	CELL PHONE - CN	08/26/2025	37.54	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0825	WATER - 213 PINE	08/25/2025	65.99	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0825	SEWER - 213 PINE	08/25/2025	31.91	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0925	DUMP TRUCK LEASES	09/01/2025	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-280 EQUIPMENT MAINTENANCE						
50116	ELLIOTT EQUIPMENT COMPAN	188149	GRIPPER PADS FOR ARM ON G	08/22/2025	576.88	
10-69-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6122046817	CELL PHONE - JB	08/26/2025	41.69	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	51141	POSTAGE UTILITY BILLS	08/27/2025	255.27	
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	51141	PRINT UTILITY BILLS	08/27/2025	94.41	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0825	WATER - 213 PINE	08/25/2025	35.54	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0825	SEWER - 213 PINE	08/25/2025	17.19	
PARKS MAINTENANCE						
10-75-230 SMALL TOOLS						
10078	ACE HARDWARE	08/25	MASONRY WHEEL, CUT WHEE	08/25/2025	11.56	
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	08/25	SPRINKLER	08/25/2025	38.71	
10-75-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM250723	SERVICE PORTABLE RESTROO	08/27/2025	900.00	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0825	PP&L SUBSTATION	08/25/2025	1,024.72	
11015	K-D JOINT POWERS BOARD	7205261-0825	SPRINKLER - TRIANGLE	08/25/2025	872.12	
11015	K-D JOINT POWERS BOARD	7208851-0825	WATER - ARCHIE NEIL PARK	08/25/2025	4,004.18	
11015	K-D JOINT POWERS BOARD	7221890-0825	WATER - PARKS SHOP	08/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	9002632-0825	WATER - RANGER PARK	08/25/2025	449.17	
11015	K-D JOINT POWERS BOARD	9007482-0825	WATER - PIZ PARK (WEST)	08/25/2025	292.64	
11015	K-D JOINT POWERS BOARD	9007492-0825	WATER - PIZ PARK (EAST)	08/25/2025	287.32	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104206157	MONTHLY PHONE SERVICE - P	09/01/2025	11.14	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	09-25	PROSECUTING ATTORNEY	09/01/2025	1,500.00	
10-88-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104206157	MONTHLY PHONE SERVICE - C	09/01/2025	11.14	
CAPITAL PROJECTS FUND						
EVENTS, CULTURE AND TRAINING						
26-72-022 FISHING POND REHAB						
10078	ACE HARDWARE	08/25	FISH POND REHAB	08/25/2025	228.62	
GOLF COURSE FUND						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
OPERATIONS AND MAINTENANCE						
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	54240	GOLF MAINT - COMPUTER SUP	08/28/2025	29.30	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0825	WATER - GOLF MAINT. SHOP	08/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	7240400-0825	WATER - EVENTS CENTER	08/25/2025	206.90	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0825	SEWER - GOLF MAINT. SHOP	08/25/2025	49.10	
54-73-720 EQUIPMENT RENTAL						
10030	J SOLUTIONS, LLC	SM250723	SERVICE PORTABLE RESTROO	08/27/2025	360.00	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-621 WATER						
11015	K-D JOINT POWERS BOARD	7225082-0825	WATER - BALLFIELD RESTROO	08/25/2025	64.79	
54-77-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225082-0825	SEWER - BALLFIELD RESTROO	08/25/2025	41.24	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
10078	ACE HARDWARE	08/25	KEYS	08/25/2025	5.98	
99230	KRELL, TAMMY	5	SHIRTS & HOODIES (18)	08/21/2025	420.00	
54-80-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	08/25	SWITCH	08/25/2025	1.59	
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	54240	CLUBHOUSE - COMPUTER SUP	08/28/2025	29.30	
22016	VERIZON WIRELESS	6122046817	CELL PHONE - GOLF CLUBHOU	08/26/2025	37.54	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0825	WATER - RV SPACE	08/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0825	WATER - CLUBHOUSE	08/25/2025	67.81	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0825	SEWER - RV SPACE	08/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0825	SEWER - CLUBHOUSE	08/25/2025	50.94	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-285 BUILDING MAINTENANCE						
10300	ABI LLC	497	SPRAY INSULATION - TERMINA	08/27/2025	15,777.00	
55-73-340 LEGAL FEES						
19031	STOUT, E DEAN	06-25	LEGAL SERVICES	06/30/2025	577.50	
55-73-360 CONTRACTUAL SERVICES						
23046	WYDOT FUEL TAX ADMINISTRA	26LICAPP	AIRPORT FUEL LICENSE	08/25/2025	50.00	
55-73-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6122046817	TABLET AND CELL PHONE - AIR	08/26/2025	77.55	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-0825	WATER POINT KEY A-10	08/25/2025	165.75	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-360 CONTRACTUAL SERVICES						
14015	NETWIZE	54240	REC - COMPUTER SUPPORT	08/28/2025	365.70	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0825	WATER - REC CENTER	08/25/2025	909.58	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0825	SEWER - REC CENTER	08/25/2025	49.10	
56-82-860 SPECIAL PROJ & PROGRAMS						
99238	WOLFIES LLC	401	JR RANGER SHIRTS	08/08/2025	347.36	
OUTDOOR POOL						
56-88-621 WATER						
11015	K-D JOINT POWERS BOARD	7208842-0825	WATER - SWIMMING POOL	08/25/2025	193.07	
56-88-622 SEWER						
11015	K-D JOINT POWERS BOARD	7208842-0825	SEWER - SWIMMING POOL	08/25/2025	97.18	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0925	PHONE SERVICE - EC	09/01/2025	88.50	
10081	ALL WEST COMMUNICATIONS	0212-0925	PHONE SERVICE - LINC. CTY	09/01/2025	132.73	
10081	ALL WEST COMMUNICATIONS	0212-0925	INTERNET - SLTEC	09/01/2025	125.90	
10081	ALL WEST COMMUNICATIONS	0212-0925	LONG DISTANCE - EC	09/01/2025	4.27	
10081	ALL WEST COMMUNICATIONS	0212-0925	FAX & LONG DISTANCE - LINC.	09/01/2025	37.77	
10081	ALL WEST COMMUNICATIONS	0628-0925	IP CONNECTION SLETC TO CH	09/01/2025	15.00	
14015	NETWIZE	54240	SLTEC - COMPUTER SUPPORT	08/28/2025	336.40	
22016	VERIZON WIRELESS	6122046817	CELL PHONE - EVENT CENTER	08/26/2025	49.65	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0825	SEWER - EVENTS CENTER	08/25/2025	61.64	
VISITORS' SERVICES						
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0825	WATER - VISITOR CENTER	08/25/2025	64.79	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0825	SEWER - VISITOR CENTER	08/25/2025	49.10	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0825	WATER 700 CEDAR	08/25/2025	64.79	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0825	SEWER 700 CEDAR	08/25/2025	43.39	
Grand Totals:					<u>94,556.62</u>	

Automatic Payments/Debits			
Date	Payee	Payment Description	Amount
8/22/25	Wyoming Liquor Division	Hard Liquor Order	\$650.56
8/13/25	Western Wyoming Beverage	Malt Beverage Order	\$316.10
8/13/25	Western Wyoming Beverage	Malt Beverage Order	\$279.40
8/13/25	Teton Dist.	Malt Beverage Order	\$816.90
8/14/25	Western Wyoming Beverage	Malt Beverage Order	\$239.60
08/14/25	Western Wyoming Beverage	Malt Beverage Order	\$59.65
8/19/25	Teton Dist.	Malt Beverage Order	\$53.50
08/20/25	Western Wyoming Beverage	Malt Beverage Order	\$443.70
8/20/25	Western Wyoming Beverage	Malt Beverage Order	\$77.50
8/20/25	Teton Dist.	Malt Beverage Order	\$303.25
8/21/25	Western Wyoming Beverage	Malt Beverage Order	\$46.00
8/22/25	Western Wyoming Beverage	Malt Beverage Order	\$41.40
8/22/25	Western Wyoming Beverage	Malt Beverage Order	\$18.00
8/27/25	Western Wyoming Beverage	Malt Beverage Order	\$251.15
8/27/25	Western Wyoming Beverage	Malt Beverage Order	\$108.40
8/27/25	Teton Dist.	Malt Beverage Order	\$149.95
		Total:	\$3,596.71
Date Approved:	09/08/2025		
Mayor			
Council			
Treasurer			

Consent Agenda (c)

AGENDA ITEM # C (NB OB CONSENT)

Department: Administration

Meeting Date: September 8, 2025

SUBJECT: Guild Mortgage Lease at Old Town Hall Lease for Suite 102

BRIEF DESCRIPTION/JUSTIFICATION:

Guild Mortgage would like to renew their lease at Old Town Hall for another year. This is their 6th year renting the suite so their rent will not go up.

RECOMMENDED ACTION: Authorize the President of the Council to sign the lease with Guild Mortgage.

Attachments Provided: Yes X No

Submitted by: Natasia Diers

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 8th day of September, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Guild Mortgage Company LLC, of 5887 Copley Dr, San Diego CA 92111, 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 professional mortgage services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as professional mortgage services 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 1st 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 102 of said building that encloses or consists of approximately two-hundred thirty five (235) 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 October 1, 2025 and terminating at midnight on the last day of September, 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 two-thousand six-hundred and seventy-nine dollars (\$2,679.00) for the term of this lease, payable in advance in 12 equal monthly payments of two-hundred twenty-three dollars and twenty-five cents (\$223.25). 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 ninty-three dollars and seventy-six cents (\$293.76) 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 thirty-five (235) 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 of 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, unless due to lessor's gross negligence or willful misconduct, 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 with reasonable notice, 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, which shall not be unreasonable withheld. 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) business 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-Treasurer

LESSEE – Guild Mortgage Company LLC (Business)

By: _____,

Tabled Business (a)

Tabled Business

AGENDA ITEM # A OLD BUSINESS

=====

Department: ADMINISTRATION

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

~~June 23, 2025~~

~~July 14, 2025~~

~~July 28, 2025~~

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.**

~~Aug 11, 2025~~

~~Aug 25, 2025~~

~~September 8, 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 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 _____

<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

Old Business (a)

a OLD BUSINESS

AGENDA ITEM # C NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~August 11, 2025~~
September 8, 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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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: September 8th, 2025

SUBJECT: Lincoln County Recreation Grant Hockey Equipment

DESCRIPTION/JUSTIFICATION:

Additional funding has become available from the Lincoln County Recreation Commission, and we would like to apply for a grant for hockey equipment for \$23,243.94. A letter of request and itemized equipment is attached.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign a letter to the Lincoln County Recreation Commission for a \$23,243.94 grant for Hockey Equipment to support Hockey in our community.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

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



(307) 828-2350

Make it Matter – Make it Better – Make it Happen

September 8th , 2025

Lincoln County Recreation Commission
P.O. Box 237
LaBarge WY 83123

Re: Lincoln County Recreation Commission Grant for Hockey Equipment

Dear Commission Members,

The City of Kemmerer appreciates your help and support for growing hockey in our community. Earlier this year, the Lincoln County Recreation Commission granted the City of Kemmerer \$12,874.43 to purchase an ice rink for youth interested in developing their hockey skills, which will also be available to figure skaters, and recreational skaters. This will allow youth interested in Hockey to have a place to practice and play games. Thank you!

Last year, a group of private individuals operated an “open ice” type hockey program. The City of Kemmerer prepared a place for them to practice and play on an ice rink it built at the Archie Neil Park basketball court. Almost 40 youth participated in their program. It is expected to have around the same number of interested players this year. For the 2025-2026 season, the Kemmerer Recreation Department plans to locate its ice rink at a pond near the Fossil Island Golf Course.

USA Hockey provides a list of equipment critical to keep our youth safe¹. To properly outfit a player in equipment can range from \$300-500. This can make it difficult for parents and youth to afford to play. The City of Kemmerer recognizes this. In an effort to help their program gain momentum, and in order to make hockey affordable for all players, the City of Kemmerer has set aside \$9,000 to purchase much needed safety equipment, most of which has already been purchased. The City’s role will be to keep all procured equipment for future use, including any equipment obtained through this grant. With this money, the City was able to purchase helmets, shin pads, and elbow pads. However, this is only about half of the equipment needed to properly outfit each participant.

¹ <https://www.usahockeyrulebook.com/page/show/1084402-rule-304-protective-equipment>

The City was unable to purchase all of the needed equipment to help them get their program started. The items we were unable to purchase include chest protectors, hockey pants, and gloves. Right now, that cost is being shifted to parents and can range from \$200-300 per child. We want to keep our youth safe and make hockey accessible to everyone who wants to play. Therefore, the City is asking the Lincoln County Recreation Commission, *New Start Program*, for \$23,243.94 to purchase the rest of the equipment and uniforms needed. An itemized list can be found on the following pages. This total also includes a Zamboni Model 100 to create the safest ice sheet possible.

We know this letter and request contains a lot of equipment. We understand you may not be able to fulfill this entire request. If you are, that would be wonderful. If you are only able to fulfill some of the request, our first priorities would be the equipment in tables 1-4. The Zamboni and ice skates in table 1-5 would be nice, but are less critical at this time.

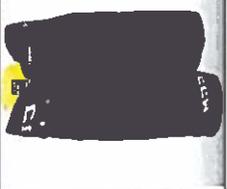
With this grant, the Kemmerer Recreation Department will be able to provide equipment for the safety of this hockey group's participants as they grown their program. Safety of children and youth is a top priority for us all. Thank you for taking the time to review our application. We look forward to continuing to work with the Lincoln County Recreation Commission to grow hockey in our community.

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

Hockey Pants Table 1

Size	Quantity	Price	Link	Picture
Youth/Medium	7	\$39.99 / \$279.93	https://www.purehockey.com/product/bauer-x-ice-hockey-pants-youth/itm/62546-11/?attr_id=170	
Youth/Large	7	\$24.97 / \$174.79	https://www.purehockey.com/product/pure-hockey-phx-elite-hockey-pants-youth/itm/41751-11/?attr_id=170	
Junior/Medium	7	\$59.99 / \$419.93	https://www.purehockey.com/product/ccm-tacks-9550-ice-hockey-pants-junior/itm/45377-21/?attr_id=170	
Junior/Large	7	\$59.99 / \$419.93	https://www.purehockey.com/product/bauer-x-ice-hockey-pants-junior/itm/62542-21/?attr_id=170	
Senior/Medium	6	\$79.99 / \$479.94	https://www.purehockey.com/product/ccm-next-ice-hockey-pants-senior/itm/57086-41/?attr_id=170	

Senior/Large	6	\$79.99 / \$479.94	https://www.purehockey.com/product/ccm-next-ice-hockey-pants-senior/itm/57086-41/?attr_id=170	
Total	40	\$2,254.46		

Hockey Gloves—Table 2

Size	Quantity	Price	Link	Picture
Size 8	8	\$39.99 / \$319.92	https://www.hockeymonkey.com/sherwood-hockey-gloves-code-encrypt-4-yr.html	
Size 10	10	\$54.99 / \$549.90	https://www.hockeymonkey.com/sherwood-hockey-gloves-code-encrypt-4-jr.html	
Size 12	12	\$54.99 / \$659.88	https://www.hockeymonkey.com/sherwood-hockey-gloves-code-encrypt-4-jr.html	

Size 13	10	\$69.99 / 699.90	https://www.hockeymonkey.com/sherwood-hockey-gloves-code-encrypt-4-sr.html	
Total	40	\$2229.6		

Should Pads/Chest Protector-Table 3

Size	Quantity	Price	Link	Picture
Youth/Large	12	\$34.99 / \$419.88	https://www.purehockey.com/product/ccm-next-hockey-shoulder-pads-youth/itm/57073-11/	
Junior/Medium	12	\$69.99 / \$839.88	https://www.hockeymonkey.com/sherwood-shoulder-pads-t60x-jr.html	
Junior/ Large	10	\$69.99 / \$699.90	https://www.hockeymonkey.com/sherwood-shoulder-pads-t60x-jr.html	

Senior/Medium	8	\$79.99 / \$639.92	https://www.purehockey.com/product/bauer-x-hockey-shoulder-pads-senior/itm/62544-41/	
Total	40	\$2599.58		

Hockey Jerseys- Table 4

Size	Quantity	Price	Link	Picture
Youth Small/Medium (With numbers and Logo)	17	\$27.96 / \$475.32	https://soccer.epicsports.com/prod/171368/pearsox-adult-youth-lightweight-1-ply-reversible-hockey-jersey.html?_gl=1*17qqim8*_gcl_au*MjA0ODA5MDYwNC4xNzU1MDIwMDc4*_ga*NDIyNzU1OC4xNzU1MDIwMDc5*_ga_PZHFNE2E25*_czE3NTUwMjAwNzgkbzEkZzEkdDE3NTUwMjAwODEkajUxJGwwJGgw	
Youth L/XL (With numbers and Logo)	12	\$27.39 / \$328.68		
Adult M (With numbers and Logo)	9	\$27.96 / \$251.64		
Total	40	\$1,055.64		

Non-Essential Other Equipment—Table 5

Item	Quantity	Price	Link	Picture
Hockey Goalie Target	2	\$41.69 / \$83.38	https://www.amazon.com/Targets-Training-Practice-Accuracy-Include/dp/B0CTKBSSC4/ref=sr_1_9?crid=1YSA74PSQCRP2&dib=eyJ2IjoiMSJ9.kFpWlbnmWXpw9_x3tQRCsmgWlnP01qUd7q48WX456iUoyt-LPU07F3ZibMKjZnqhMqHqSQvKjj9TxaS7kOn6ci_4DS tVuosd4RhGBX69qbI3ABW1GMwP7MCmwwyFhF0u8m2nzA6nRPa6Smm4bfwY_2gKZkmP0R2TwOJBH9xTxgKoGp5-9qRJ5FAbYy0FuwmF1uVcMSoAlfLZBMbcjBaEb6HnGH1odgFiAdf0OqCWZVer4CdNdxmhviQ4_DigfRkm6gMUCgjHeyB2wmQCBD6aOhdwOdLC6hX-TTEF9ZX3ng.rY-YGHKQdfj_HPoRhkSGku4Fz4oJ64xglWqZyNBiEY0&dib_tag=se&keywords=hockey+goalie+target&qid=1755021969&sprefix=hockey+goalie+target%2Caps%2C138&sr=8-9	
Helmet Stickers	200	\$.335 / \$67	https://www.stickermule.com/products/circle-stickers	

<p>Hockey Tape</p>	<p>6</p>	<p>\$5.98 / \$35.88</p>	<p>https://www.amazon.com/Hockey-Tape-Multipurpose-Protector-Accessories/dp/B09BDGFW4X/ref=sr_1_5?crid=3T7WC EWS1BKGN&dib=eyJ2IjoiMSJ9.A._IBdegotAmdc3xi8WJxkYPy0pT6V7W9x_vN4gPPuzu64uzglef_aat1qAfybeyH1Tv0S2y6gz4slpNzR66eBEpuJJE7d buTiYYhiu3kzqcXVVWp6CJOFCKTb7alqhykKBFiQLE PV0utbagtQIIHvuzrohmVsfus98A5CySD_Fb_Tsq0tSn3C l3e8Xv8mt4s4uRL3xOtmK6ysl247655hw9w9Y4_YCw0 ov5ptv19sQUrwKRWemF2JDpkjcP55qixXMEHZkwXcB gNB-_Mlc4rDtOuJ0yJ5sjfpe6r6pTovwo.dlfoH8oNNQRsVHzp EUjOUEVSC_Bc-Q2LEVdr-K-xXd4&dib_tag=se&keywords=hockey+tape&qid=1755033772&sprefix=hockey+tape%2Caps%2C131&sr=8-5</p>	
<p>Score Book</p>	<p>2</p>	<p>\$9.25 / \$18.50</p>	<p>https://www.amazon.com/Ice-Hockey-Scorebook-Logbook-Notebook/dp/B0CX8CVK4V/ref=sr_1_4?crid=1HWHEY4C2CPKDH&dib=eyJ2IjoiMSJ9.B3rhf6fXJmPiRvXNFD1I7t590QVZRUmzlhXu7ng-icEuGYoLK2dEGf-mqcQOYmj04-IYNx0Oct0ycAXCbHZ83RO2U2q9JyeakyizS6JBSQntIq9IxxhQ5xcfNbuABIUCEI8i5SqR4fMbgEbeHxrlmfQOm9cGjsLP4Nca8P6JEPRWrYwCj7ba5gZzGtMNHV680pjd1U3nr58afEcqoDjoPneJmVOzRYK5I_z9f8Q70RpDTmXFdsVosAXf_xblpXaUKTuz8CThl2lmbkeAwq6HX_LdtuvcOWxn2IN7e4HaPlg.r5CBT5JiNWD-EkarUwGSM0kVnDEIYPvqx9otOmg09vM&dib_tag=se&keywords=hockey+scorebook&qid=1755033889&sprefi x=hockey+score%2Caps%2C174&sr=8-4</p>	

Youth Hockey Skates	10	\$64.99 / \$649.90	https://www.amazon.com/dp/B0CCX2T13Q?ref=cm_sw_r_cso_sms_apan_dp_75PHGZ4GFTVFJBXAFM8Y&ref_cm_sw_r_cso_sms_apan_dp_75PHGZ4GFTVFJBXAFM8Y&social_share=cm_sw_r_cso_sms_apan_dp_75PHGZ4GFTVFJBXAFM8Y&titleSource=true&csmig=1&th=1	
Hockey Zamboni Model 100	1	\$14,250 / \$14,250	https://zamboni.com/product/model-100/	
Total	221	\$15,104.66		