



**“The Fossil Fish Capital of the World”  
City of Kemmerer, Wyoming  
AGENDA  
KEMMERER CITY COUNCIL MEETING  
Monday, October 13, 2025**

**5:00 p.m. – Pre-Meeting Workshop**

Agenda Review

**6:00 p.m. – Regular Meeting**

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** October 13, 2025
- **DEPARTMENT REPORTS:**
- **PRESENTATION:**
  - (a) Bob King, Lincoln County Economic Development Director on Wyoming Semi Quincentennial Celebration (America’s 250th Birthday)
  - (b) Adam Calkins –Ice Hockey Program Presentation
- **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
  - General comments
- **CONSENT AGENDA:**

(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)

  - (a) Approval of Meeting Minutes of September 22, 2025;
  - (b) Approval of payment of bills, payroll, and ACH payments.
- **TABLED BUSINESS:**
  - (a) Pass, Approve and Adopt on 3<sup>rd</sup> Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer.

- **NEW BUSINESS:**

- (a) Request for Additional Funding to Purchase the Interface Module to assist with the crossover from eForce e-Citations to our Caselle Court Module
- (b) Purchase of a New PD Vehicle
- (c) Authorize the Mayor to sign Check # to Ken Garff Ford Cheyenne in the amount of \$49,976.00
- (d) South Lincoln Training and Event Center Application for Fee Waiver – Eric Jenkins for Medicare Changes for 2026
- (e) South Lincoln Training and Event Center Application for Fee Waiver – Rocky Mountain Elk Foundation for Annual Rocky Mountain Elk Foundation Banquet
- (f) Pass, Approve and Adopt Resolution No. 2025-862, Authorizing the Transfer of Street Department Savings from FY 24-25 to a Reserve Fund for Future Street Maintenance

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, OCTOBER 27, 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

# Presentations

(a) Bob King

(b) Adam

Calkins

# Consent Agenda

(a)

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

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

**DEPARTMENT REPORTS:**

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

**VISITOR COMMENTS:**

None.

**CONSENT AGENDA:**

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

(a) Approval of Special Meeting Minutes of August 20, 2025, as amended, and Regular Meeting Minutes of August 25, 2025;

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

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

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

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

**TABLED BUSINESS:**

- (a) Motion was made by Councilmember Batista to remove from the table the 3<sup>rd</sup> Reading, Ordinance No. 2025-899; seconded by Councilmember Popp and unanimously approved by council present.  
Motion was made by Councilmember Batista to table on 3<sup>rd</sup> Reading, Ordinance No. 2025-899, Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer; seconded by Councilmember Price and unanimously approved by council.

**OLD BUSINESS:**

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

**NEW BUSINESS:**

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

**COMMENTS:**

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

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

BY: \_\_\_\_\_  
ROBERT BOWEN, MAYOR

ATTEST:

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NATASIA DIERS  
CITY CLERK-TREASURER

# Consent Agenda

(b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>COMBINED CASH FUND</b>						
<b>01-11750 UTILITY CASH CLEARING</b>						
99252	HIGGINS, THOMAS	REFUND	REFUND OVERPAYMENT	10/06/2025	347.34	
<b>GENERAL FUND</b>						
<b>10-22500 HEALTH INSURANCE PAYABLE</b>						
23012	WYOMING EDUCATOR'S BENEF	11-25	HEALTH INSURANCE - 11/25	10/01/2025	43,018.00	
<b>10-22505 DENTAL INSURANCE PAYABLE</b>						
23012	WYOMING EDUCATOR'S BENEF	11-25	DENTAL INSURANCE - 11/25	10/01/2025	2,149.00	
<b>10-22510 LIFE INSURANCE PAYABLE</b>						
23012	WYOMING EDUCATOR'S BENEF	11-25	LIFE INSURANCE - 11/25	10/01/2025	297.00	
<b>10-22515 VISION INSURANCE PAYABLE</b>						
23012	WYOMING EDUCATOR'S BENEF	11-25	VISION INSURANCE - 11/25	10/01/2025	296.05	
<b>10-22520 EMPLOYEE ACCOMODATION</b>						
19015	SOUTH LINCOLN HOSPITAL DIS	146710	ANNUAL BLOOD SCREENING -	09/11/2025	125.00	
19015	SOUTH LINCOLN HOSPITAL DIS	146710	ANNUAL BLOOD SCREENING -	09/11/2025	125.00	
<b>10-23130 COURT BONDS HELD</b>						
99153	RICKERT, SHANNON	BR#24-0206	BOND REFUND	10/09/2025	1,250.00	
99252	REED, ZACHARIAH	BR#24-0231	BOND REFUND	09/17/2025	340.00	
99252	BARNES, COREY	BR#25-0148	BOND REFUND	09/22/2025	840.00	
<b>10-23501 CUSTOMER DEPOSITS - SAN.</b>						
30121	CITY OF KEMMERER ACCT.	17.4530 2	APPLY GARBAGE DEPOSIT - S	10/07/2025	60.50	
99252	RODGERS, LACY	REFUND	GARBAGE DEPOSIT REFUND	10/06/2025	64.00	
<b>LEGISLATIVE</b>						
<b>10-41-430 PUBLIC RELATIONS &amp; COMM</b>						
11020	KEMMERER GAZETTE	09-30-25	SHOP LOCAL AD	09/30/2025	425.00	
<b>10-41-510 TRAINING</b>						
23049	WYOMING ASSOCIATION OF M	18419	NLC REGISTRATION - DM	09/29/2025	660.00	
<b>ADMINISTRATION</b>						
<b>10-43-360 CONTRACTUAL SERVICES</b>						
14015	NETWIZE	54454	ADMIN - COMPUTER SUPPORT	09/26/2025	852.08	
<b>10-43-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0628-1025	INTERNET - ADMIN	10/01/2025	51.56	
10081	ALL WEST COMMUNICATIONS	0628-1025	IP CONNECTION SLTEC TO CH	10/01/2025	15.00	
70275	GOTO TECHNOLOGIES USA, IN	IN7104275310	MONTHLY PHONE SERVICE - A	10/01/2025	195.64	
22016	VERIZON WIRELESS	6124531358	CELL PHONE - BM	09/26/2025	37.56	
<b>10-43-440 ADVERTISING</b>						
11020	KEMMERER GAZETTE	09-16-25	COUNCIL MTGS & ORDINANCE	09/16/2025	467.00	
11020	KEMMERER GAZETTE	09-30-25	COUNCIL MEETING	09/30/2025	280.60	
<b>10-43-450 PRINTING &amp; REPRODUCTION</b>						
40123	DEX IMAGING LLC	AR14068427	COPY IMAGES - ADMIN	10/01/2025	62.21	
99145	FIRST BANK, DIVISION OF GLA	09222025	DEPOSIT SLIPS QTY 450	09/16/2025	269.49	
<b>10-43-710 EQUIPMENT LEASE</b>						
16005	PITNEY BOWES, INC	3321404350	POSTAGE METER LEASE	09/29/2025	426.84	
23015	WELLS FARGO FINANCIAL LEA	5035860789	XEROX COPIER LEASE - CH	09/13/2025	264.47	
<b>LEGAL SERVICES</b>						
<b>10-45-340 LEGAL SERVICES - GENERAL</b>						
19031	STOUT LAW CENTER, LLC	09-25CA	LEGAL FEES	10/09/2025	4,022.50	
<b>CITY HALL COMPLEX</b>						
<b>10-47-285 BLDG. AND GROUNDS MAINTENANCE</b>						
10078	ACE HARDWARE	09/25	FLAG	09/25/2025	44.99	
<b>10-47-360 CONTRACTUAL SERVICES</b>						
15020	OUTLAW SUPPLY, INC	8180-0825	JANITORIAL - CITY HALL	08/31/2025	367.50	
<b>10-47-410 TELECOMMUNICATIONS</b>						
22016	VERIZON WIRELESS	6124531358	CELL PHONE - WB	09/26/2025	37.56	
<b>10-47-560 SAFETY</b>						
90264	INTERMOUNTAIN FIRE PROTEC	4680	FIRE ALARM SYSTEM - CH	10/01/2025	50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>10-47-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	003-0925	CITY HALL	09/25/2025	1,444.86	
18009	ROCKY MOUNTAIN POWER	047-0925	CITY HALL SPRINKLER	09/25/2025	133.80	
18009	ROCKY MOUNTAIN POWER	100-0925	CITY HALL PARKING LOT	09/25/2025	33.27	
18009	ROCKY MOUNTAIN POWER	101/105-0925	CITY HALL STREETLIGHTS	09/25/2025	768.14	
<b>10-47-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	1410001-0925	WATER - 226 HIGHWAY 233	09/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0925	WATER CITY HALL REAR	09/25/2025	156.44	
11015	K-D JOINT POWERS BOARD	7221910-0925	WATER CITY HALL FRONT	09/25/2025	101.53	
<b>10-47-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	1410001-0925	SEWER - 226 HIGHWAY 233	09/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0925	SEWER CITY HALL REAR	09/25/2025	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0925	SEWER CITY HALL FRONT	09/25/2025	39.86	
<b>POLICE ADMINISTRATION</b>						
<b>10-50-240 GAS, OIL &amp; LUBRICANTS</b>						
60215	WEX BANK	107670915	FUEL - PD	09/30/2025	2,006.66	
<b>10-50-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0628-1025	INTERNET - POLICE DEPT.	10/01/2025	25.39	
70275	GOTO TECHNOLOGIES USA, IN	IN7104275310	MONTHLY PHONE SERVICE - P	10/01/2025	61.49	
14015	NETWIZE	54454	POLICE - COMPUTER SUPPOR	09/26/2025	366.86	
22016	VERIZON WIRELESS	6124531358	CELL PHONE - PD (3)	09/26/2025	112.68	
22016	VERIZON WIRELESS	6124531358	TABLETS - PD (7)	09/26/2025	54.39	
22016	VERIZON WIRELESS	6124531358	KPD CAMERA	09/26/2025	40.01	
<b>10-50-440 ADVERTISING</b>						
11020	KEMMERER GAZETTE	09-30-25	SALE OF FORD INTERCEPTOR	09/30/2025	67.10	
<b>10-50-540 RECRUITMENT</b>						
23044	WYOMING LAW ENFORCEMEN	C-12656	PEACE OFFICER TRNG - DB	09/15/2025	2,014.05	
<b>10-50-710 EQUIPMENT LEASE</b>						
23015	WELLS FARGO FINANCIAL LEA	5036079089	COPIER LEASE - PD	10/03/2025	96.00	
<b>10-50-850 INTERGOVERNMENTAL SERV.</b>						
12017	LINCOLN COUNTY SHERIFF OF	0925	COMM & PRISONER CARE - 092	09/30/2025	2,400.00	
12017	LINCOLN COUNTY SHERIFF OF	0925	PRISONER CARE - 0925	09/30/2025	60.00	
<b>ANIMAL CONTROL</b>						
<b>10-55-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	015-0925	ANIMAL SHELTER	09/25/2025	63.97	
<b>10-55-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7221850-0925	WATER - ANIMAL SHELTER	09/25/2025	64.79	
<b>PUBLIC WORKS ADMINISTRATION</b>						
<b>10-65-360 ENGINEERING CONTRACTED</b>						
10020	JORGENSEN ASSOCIATES, INC	57079	ENG - GATEWAY PUD PHASE I	10/03/2025	2,327.50	
10020	JORGENSEN ASSOCIATES, INC	57079	ENG - RMP POWER LINE BOND	10/03/2025	1,235.00	
<b>10-65-630 STREET LIGHTING</b>						
18009	ROCKY MOUNTAIN POWER	028/035-0925	STREET LIGHTING	09/25/2025	9.91	
18009	ROCKY MOUNTAIN POWER	053-0925	STREET LIGHTING (HOLLAND)	09/25/2025	12.46	
18009	ROCKY MOUNTAIN POWER	061-0925	SPINEL LIFT STATION	09/25/2025	35.95	
18009	ROCKY MOUNTAIN POWER	094/099-0925	STREET LIGHTS	09/25/2025	4,050.17	
<b>STREET MAINTENANCE</b>						
<b>10-66-260 CONSTRUCTION &amp; REPAIR SUPPLIES</b>						
14018	NORCO INC	0044751154	WELDING CYLINDER RENTAL	09/30/2025	15.00	
<b>10-66-280 EQUIPMENT MAINTENANCE</b>						
30090	CENTURY EQUIPMENT COMPA	RP79413	FILTER CASE LOADER	09/15/2025	113.99	
<b>10-66-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	54454	STREETS - COMPUTER SUPPO	09/26/2025	59.44	
22016	VERIZON WIRELESS	6124531358	CELL PHONE - CN	09/26/2025	37.56	
<b>10-66-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	010-0925	INDUSTRIAL PARK	09/25/2025	8.10	
18009	ROCKY MOUNTAIN POWER	060-0925	GARAGE & SHOP	09/25/2025	61.63	
18009	ROCKY MOUNTAIN POWER	072-0925	INDUSTRIAL PARK	09/25/2025	21.64	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
18009	ROCKY MOUNTAIN POWER	106-0925	GARAGE PARKING LOT	09/25/2025	8.10	
<b>10-66-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7201350-0925	WATER - 213 PINE	09/25/2025	67.06	
<b>10-66-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7201350-0925	SEWER - 213 PINE	09/25/2025	31.92	
<b>10-66-710 EQUIPMENT LEASE</b>						
60151	FIRST BANK OF WYOMING	0565-1025	DUMP TRUCK LEASES	10/01/2025	5,358.41	
<b>SANITATION - OPERATIONS/MAINT.</b>						
<b>10-69-360 CONTRACTUAL SERVICES</b>						
10030	J SOLUTIONS, LLC	SM250849	TREE DUMP	09/27/2025	445.00	
<b>10-69-410 TELECOMMUNICATIONS</b>						
22016	VERIZON WIRELESS	6124531358	CELL PHONE - JB	09/26/2025	41.71	
<b>10-69-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	010-0925	INDUSTRIAL PARK	09/25/2025	4.36	
18009	ROCKY MOUNTAIN POWER	060-0925	GARAGE & SHOP	09/25/2025	33.18	
18009	ROCKY MOUNTAIN POWER	072-0925	INDUSTRIAL PARK	09/25/2025	11.65	
18009	ROCKY MOUNTAIN POWER	106-0925	GARAGE PARKING LOT	09/25/2025	4.36	
<b>10-69-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7201350-0925	WATER - 213 PINE	09/25/2025	36.15	
<b>10-69-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7201350-0925	SEWER - 213 PINE	09/25/2025	17.18	
<b>PARKS MAINTENANCE</b>						
<b>10-75-260 CONSTRUCTION &amp; REPAIR SUPPLIES</b>						
10078	ACE HARDWARE	09/25	CEMENT PRIMER, DEADBOLT,	09/25/2025	42.97	
<b>10-75-285 BUILDING AND GROUNDS MAINTENANCE</b>						
10078	ACE HARDWARE	09/25	33 GAL DRAW STRING BAG	09/25/2025	9.59	
<b>10-75-360 CONTRACTUAL SERVICES</b>						
10030	J SOLUTIONS, LLC	SM250814	SERVICE PORTABLE RESTROO	09/27/2025	1,225.00	
<b>10-75-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	002-0925	PARKS SHOP	09/25/2025	33.49	
18009	ROCKY MOUNTAIN POWER	018-0925	FRONTIER FIELDS	09/25/2025	33.29	
18009	ROCKY MOUNTAIN POWER	046-0925	DVILLE GATEWAY	09/25/2025	35.48	
18009	ROCKY MOUNTAIN POWER	055-0925	PIZ PARK (COULSON)	09/25/2025	34.21	
18009	ROCKY MOUNTAIN POWER	058-0925	COLD STORAGE	09/25/2025	33.39	
18009	ROCKY MOUNTAIN POWER	062-0925	KMER GATEWAY POE	09/25/2025	36.51	
18009	ROCKY MOUNTAIN POWER	067-0925	RANGER PARK	09/25/2025	33.71	
18009	ROCKY MOUNTAIN POWER	071-0925	RIVER SPRINKLER PUMPS	09/25/2025	169.53	
18009	ROCKY MOUNTAIN POWER	091-0925	ARCHIE NEIL CONCESSIONS	09/25/2025	46.33	
<b>10-75-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	1075621-0925	SPRINKLER - TRIANGLE	09/25/2025	787.42	
11015	K-D JOINT POWERS BOARD	1961821-0925	PP&L SUBSTATION	09/25/2025	344.95	
11015	K-D JOINT POWERS BOARD	7208851-0925	WATER - ARCHIE NEIL PARK	09/25/2025	2,471.73	
11015	K-D JOINT POWERS BOARD	7221890-0925	WATER - PARKS SHOP	09/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	9002632-0925	WATER - RANGER PARK	09/25/2025	413.81	
11015	K-D JOINT POWERS BOARD	9007482-0925	WATER - PIZ PARK (WEST)	09/25/2025	188.71	
11015	K-D JOINT POWERS BOARD	9007492-0925	WATER - PIZ PARK (EAST)	09/25/2025	225.46	
<b>COMMUNITY DEVELOPMENT/PLANNING</b>						
<b>10-86-340 LEGAL FEES</b>						
19031	STOUT LAW CENTER, LLC	09-25CA	LEGAL FEES	10/09/2025	950.00	
<b>10-86-360 CONTRACTUAL SERVICES</b>						
10069	JUB ENGINEERS INC	188058	PLANNING & ZONING - 08/25	09/08/2025	9,101.13	
19014	SOUTH LINCOLN COUNTY DEV	SLCD-MOU	MOU WITH SLDC	10/09/2025	38,509.61	
<b>10-86-410 TELECOMMUNICATIONS</b>						
70275	GOTO TECHNOLOGIES USA, IN	IN7104275310	MONTHLY PHONE SERVICE - P	10/01/2025	11.18	
<b>MUNICIPAL COURT</b>						
<b>10-88-340 LEGAL SERVICES - COURT</b>						
19031	STOUT LAW CENTER, LLC	10-25	PROSECUTING ATTORNEY - 10	10/01/2025	1,500.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>10-88-410 TELECOMMUNICATIONS</b>						
70275	GOTO TECHNOLOGIES USA, IN	IN7104275310	MONTHLY PHONE SERVICE - C	10/01/2025	11.18	
<b>CAPITAL PROJECTS FUND</b>						
<b>HIGHWAYS/STREETS</b>						
<b>26-64-023 ELK STREET-COULSON TO 5TH WEST</b>						
10020	JORGENSEN ASSOCIATES, INC	56972	ENG - ELK ST REHAB	09/15/2025	1,140.00	
10020	JORGENSEN ASSOCIATES, INC	57080	ENG - ELK STREET REHAB	10/03/2025	5,144.00	
<b>26-64-024 CROSS PAN TOP OF MOOSE</b>						
22030	VIVIANO'S CONCRETE	745	CROSS PAN - TOP OF MOOSE	09/15/2025	27,850.00	
22030	VIVIANO'S CONCRETE	747	CROSS PAN - TOP OF MOOSE	10/03/2025	11,000.00	
<b>PUBLIC SAFETY</b>						
<b>26-70-012 PD VEHICLE</b>						
<del>11029</del>	<del>KSA-CHEY LLC</del>	<del>2025 PD</del>	<del>2025 FORD INTERCEPTOR</del>	<del>09/16/2025</del>	<del>49,976.88</del>	
<b>GOLF COURSE FUND</b>						
<b>OPERATIONS AND MAINTENANCE</b>						
<b>54-73-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	54454	GOLF MAINT. - COMPUTER SUP	09/26/2025	29.59	
<b>54-73-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	012-0925	GOLF MAINT. SHOP	09/25/2025	49.00	
18009	ROCKY MOUNTAIN POWER	048-0925	SECURITY LIGHT	09/25/2025	24.95	
18009	ROCKY MOUNTAIN POWER	049-0925	SODIUM VAPOR POLE	09/25/2025	9.91	
18009	ROCKY MOUNTAIN POWER	052-0925	GOLF CART SHED	09/25/2025	37.66	
18009	ROCKY MOUNTAIN POWER	069-0925	SECURITY LIGHT	09/25/2025	24.95	
18009	ROCKY MOUNTAIN POWER	071-0925	RIVER SPRINKLER PUMPS	09/25/2025	956.66	
<b>54-73-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7225060-0925	WATER - GOLF MAINT. SHOP	09/25/2025	64.79	
<b>54-73-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7225060-0925	SEWER - GOLF MAINT. SHOP	09/25/2025	49.10	
<b>54-73-720 EQUIPMENT RENTAL</b>						
10030	J SOLUTIONS, LLC	SM250814	SERVICE PORTABLE RESTROO	09/27/2025	450.00	
<b>OPERATIONS/MAINTENANCE-BALLFLD</b>						
<b>54-77-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	016-0925	LITTLE LEAGUE CONCESSION	09/25/2025	50.96	
18009	ROCKY MOUNTAIN POWER	068-0925	STORAGE SHED	09/25/2025	33.29	
18009	ROCKY MOUNTAIN POWER	071-0925	RIVER SPRINKLER PUMPS	09/25/2025	60.55	
18009	ROCKY MOUNTAIN POWER	077-0925	LITTLE LEAGUE CROWS NEST	09/25/2025	15.36	
<b>54-77-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7225082-0925	WATER - BALLFIELD RESTROO	09/25/2025	64.79	
<b>54-77-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7225082-0925	SEWER - BALLFIELD RESTROO	09/25/2025	40.16	
<b>CLUBHOUSE</b>						
<b>54-80-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	54454	CLUBHOUSE - COMPUTER SUP	09/26/2025	29.59	
22016	VERIZON WIRELESS	6124531358	CELL PHONE - GOLF CLUBHOU	09/26/2025	37.56	
<b>54-80-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	070-0925	GOLF CLUBHOUSE	09/25/2025	178.87	
18009	ROCKY MOUNTAIN POWER	076-0925	RV SPACE	09/25/2025	24.26	
<b>54-80-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7225051-0925	WATER - RV SPACE	09/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0925	WATER - CLUBHOUSE	09/25/2025	70.54	
<b>54-80-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7225051-0925	SEWER - RV SPACE	09/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0925	SEWER - CLUBHOUSE	09/25/2025	50.94	
<b>54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE</b>						
99070	WYOMING STATE GOLF ASSOC	1201	HANDICAPS (5)	09/02/2025	200.00	
<b>AIRPORT FUND</b>						
<b>OPERATIONS AND MAINTENANCE</b>						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>55-73-340 LEGAL FEES</b>						
19031	STOUT LAW CENTER, LLC	09-25CA	LEGAL FEES	10/09/2025	420.00	
<b>55-73-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	3138	PEST CONTROL - AIRPORT	09/16/2025	100.00	
10069	JUB ENGINEERS INC	188219	ENG - GENERAL SVS - 08/25	09/10/2025	295.60	
15020	OUTLAW SUPPLY, INC.	8178-0825	JANITORIAL - AIRPORT	08/31/2025	199.50	
<b>55-73-410 TELECOMMUNICATIONS</b>						
22016	VERIZON WIRELESS	6124531358	TABLET AND CELL PHONE - AIR	09/26/2025	45.33	
<b>55-73-560 SAFETY</b>						
90264	INTERMOUNTAIN FIRE PROTEC	4680	FIRE ALARM SYSTEM - AIRPOR	10/01/2025	50.00	
<b>55-73-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	008-0925	AIRPORT SECURITY LIGHTING	09/25/2025	32.94	
18009	ROCKY MOUNTAIN POWER	017-0925	AIRPORT EQUIP BLDG	09/25/2025	44.31	
18009	ROCKY MOUNTAIN POWER	063-0925	AIRPORT HANGAR #8	09/25/2025	33.39	
18009	ROCKY MOUNTAIN POWER	073-0925	AIRPORT TERMINAL	09/25/2025	136.65	
18009	ROCKY MOUNTAIN POWER	090-0925	AIRPORT VAULT	09/25/2025	261.34	
<b>55-73-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	8000108-0925	WATER POINT KEY A-10	09/25/2025	76.05	
<b>55-73-895 INCIDENTALS</b>						
99252	BLUEMEL, ANN	2025 FLY-IN	FLY-IN PANCAKE BREAKFAST R	09/20/2025	298.61	
<b>55-73-955 AVIATION FUEL</b>						
10546	AVFUEL CORPORATION	023215337	JET A FUEL (3997 GALLONS)	09/19/2025	12,889.81	
10546	AVFUEL CORPORATION	023230696	100 LL FUEL (3000 GALLONS)	09/22/2025	14,872.24	
<b>AIRPORT CAPITAL</b>						
<b>55-75-015 2025 SEAL COAT &amp; MARK PVMTS</b>						
10069	JUB ENGINEERS INC	188211	ENG - 2025 SEAL COAT & MARK	09/10/2025	1,230.75	
11020	KEMMERER GAZETTE	09-16-25	AIRPORT CONTRACTOR SETTL	09/16/2025	73.20	
11020	KEMMERER GAZETTE	09-23-25	AIRPORT CONTRACTOR SETTL	09/23/2025	73.20	
11020	KEMMERER GAZETTE	09-30-25	AIRPORT CONTRACTOR SETTL	09/30/2025	73.20	
<b>EVENT AND RECREATION FUND</b>						
<b>REC CENTER OPERATIONS</b>						
<b>56-82-280 EQUIPMENT MAINTENANCE</b>						
10078	ACE HARDWARE	09/25	CAM LOCK	09/25/2025	6.59	
<b>56-82-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	3138	PEST CONTROL - REC CENTER	09/16/2025	60.00	
14015	NETWIZE	54454	REC - COMPUTER SUPPORT	09/26/2025	366.86	
15020	OUTLAW SUPPLY, INC	8179-0825	JANITORIAL - REC CENTER	08/31/2025	598.50	
<b>56-82-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	084-0925	REC CENTER	09/25/2025	928.76	
<b>56-82-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7221750-0925	WATER - REC CENTER	09/25/2025	2,266.03	
<b>56-82-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7221750-0925	SEWER - REC CENTER	09/25/2025	49.10	
<b>56-82-710 EQUIPMENT LEASE</b>						
23015	WELLS FARGO FINANCIAL LEA	5035425168	COPIER LEASE - REC	08/08/2025	259.00	
23015	WELLS FARGO FINANCIAL LEA	5035799577	COPIER LEASE - REC	09/08/2025	259.00	
<b>56-82-810 SUBSCR, MEMBERSHIP, DUES</b>						
19015	SO LINCOLN HUMAN RESOUR	25930	MEMBERSHIP DUES - LH, KW (	10/01/2025	20.00	
<b>OUTDOOR POOL</b>						
<b>56-88-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	040-0925	SWIMMING POOL	09/25/2025	162.76	
<b>56-88-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7208842-0925	WATER - SWIMMING POOL	09/25/2025	234.27	
<b>56-88-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7208842-0925	SEWER - SWIMMING POOL	09/25/2025	138.38	
<b>56-88-710 EQUIPMENT LEASES</b>						
23002	WAM-WCCA	4283E	OUTDOOR POOL BOILER LEAS	10/01/2025	208.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>CULTURAL ARTS AND EVENTS</b>						
<b>ADMINISTRATION</b>						
<b>57-43-285 BUILDING AND GROUNDS MAINT</b>						
13017	MOUNTAIN PEAK BUILDERS	12835	ROOF REPAIR - EC	09/29/2025	650.00	
<b>57-43-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	3138	PEST CONTROL - EVENT CENT	09/16/2025	75.00	
90264	INTERMOUNTAIN FIRE PROTEC	4680	FIRE ALARM SYSTEM - EC	10/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8181-0825	JANITORIAL - EVENT CENTER	08/31/2025	577.50	
<b>57-43-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0212-1025	PHONE SERVICE - EC	10/01/2025	88.50	
10081	ALL WEST COMMUNICATIONS	0212-1025	PHONE SERVICE - LINC. CTY	10/01/2025	132.75	
10081	ALL WEST COMMUNICATIONS	0212-1025	INTERNET - SLTEC	10/01/2025	125.90	
10081	ALL WEST COMMUNICATIONS	0212-1025	LONG DISTANCE - EC	10/01/2025	11.55	
10081	ALL WEST COMMUNICATIONS	0212-1025	FAX & LONG DISTANCE - LINC.	10/01/2025	37.38	
10081	ALL WEST COMMUNICATIONS	0828-1025	IP CONNECTION SLETC TO CH	10/01/2025	15.00	
14015	NETWIZE	54454	SLTEC - COMPUTER SUPPORT	09/26/2025	337.27	
22016	VERIZON WIRELESS	6124531358	CELL PHONE - EVENT CENTER	09/26/2025	49.66	
<b>57-43-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	071-0925	RIVER SPRINKLER PUMPS	09/25/2025	24.22	
18009	ROCKY MOUNTAIN POWER	086-0925	EVENTS CENTER	09/25/2025	1,311.29	
<b>57-43-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7240400-0925	WATER - EVENTS CENTER	09/25/2025	206.90	
<b>57-43-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7240400-0925	SEWER - EVENTS CENTER	09/25/2025	39.86	
<b>57-43-860 SPECIAL PROJ &amp; PROGRAMS</b>						
99141	PEDIGREE STAGE STOP	2026 SPON	PEDIGREE SLED DOG SPONSO	09/18/2025	2,000.00	
<b>VISITORS' SERVICES</b>						
<b>57-45-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	005-0925	VISITOR CENTER	09/25/2025	51.58	
18009	ROCKY MOUNTAIN POWER	085-0925	TRIANGLE PARK-SOUND EQUIP	09/25/2025	36.95	
<b>57-45-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7205270-0925	WATER - VISITOR CENTER	09/25/2025	64.79	
<b>57-45-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7205270-0925	SEWER - VISITOR CENTER	09/25/2025	49.10	
<b>RENTAL FUND</b>						
<b>OLD CITY HALL RENTALS</b>						
<b>60-93-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	3138	PEST CONTROL - OTH	09/16/2025	30.00	
90264	INTERMOUNTAIN FIRE PROTEC	4680	FIRE ALARM SYSTEM - OTH	10/01/2025	50.00	
15020	OUTLAW SUPPLY, INC	8177-0825	JANITORIAL - 700 CEDAR	08/31/2025	157.50	
<b>60-93-600 COUNTY TAXES</b>						
12018	LINCOLN COUNTY TREASURER	OTH 2025	OTH PROPERTY TAXES - 2025	09/17/2025	6,639.76	
<b>60-93-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	075-0925	700 CEDAR	09/25/2025	489.37	
<b>60-93-621 WATER</b>						
11015	K-D JOINT POWERS BOARD	7202281-0925	WATER 700 CEDAR	09/25/2025	64.79	
<b>60-93-622 SEWER</b>						
11015	K-D JOINT POWERS BOARD	7202281-0925	SEWER 700 CEDAR	09/25/2025	39.86	
Grand Totals:					<del>285,889.30</del>	

235,909.30





Automatic Payments/Debits			
Date	Payee	Payment Description	Amount
9/24/25	DEPARTMENT OF WORKFORCE SERVICES	3RD QTR 20225 WORKERS COMP PREMIUM	\$21,682.24
9/30/25	CORE BUSINESSS TECH.	ADMIN CREDIT CARD PROCESSING FEE	\$19.95
9/3/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$354.45
9/3/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$132.05
9/3/25	TETON DIST	MALT BEVERAGE ORDER	\$505.50
9/10/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$103.00
09/10/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$121.00
9/10/25	TETON DIST	MALT BEVERAGE ORDER	\$139.50
09/17/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$260.10
9/17/25	TETON DIST	MALT BEVERAGE ORDER	\$124.50
9/18/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$493.20
9/24/25	TETON DIST	MALT BEVERAGE ORDER	\$111.00
10/1/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	\$293.40
10/1/25	TETON DIST	MALT BEVERAGE ORDER	\$89.00
10/1/25	WESTERN WYOMING BEVERAGE	MALT BEVERAGE ORDER	-\$143.15
10/1/25	TETON DIST	MALT BEVERAGE ORDER	-\$76.80
		<b>Total:</b>	<b>\$24,208.94</b>
Date Approved:	10/13/2025		
Mayor			
Council			
Treasurer			

# Tabled Business

(a)

*Tabled Business*

**AGENDA ITEM # A OLD BUSINESS**

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Department: ADMINISTRATION

Meeting Date: ~~June 9<sup>th</sup>, 2025~~  
~~June 23, 2025~~  
~~July 14, 2025~~

*July 28, 2025*  
*Aug 11, 2025*  
*Aug 25, 2025*  
*September 8, 2025*  
*September 22, 2025*  
*October 13, 2025*

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

**DESCRIPTION/JUSTIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

**RECOMMENDED ACTION:**

Consider any revisions after discussions, then pass on 3<sup>rd</sup> and final Reading, Ordinance 2025-899 granting Questar Gas Company, dba Enbridge Gas Wyoming a franchise for the construction, operation and maintenance of a gas distribution system in the City of Kemmerer.

Attachments Provided: Yes   X   No       

Submitted by: Brian Muir, City Administrator

ORDINANCE NO. 2025-899

DATE: \_\_\_\_\_

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

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

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

NOW THEREFORE the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Enbridge Gas Wyoming a nonexclusive franchise (Franchise) to construct, maintain and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, "Streets") a distribution system for furnishing natural and manufactured gas to the City and its inhabitants for heating and other purposes. Enbridge Gas Wyoming shall have the right to erect, construct, equip and maintain along, over and under the Streets a system of mains, pipes, laterals and related equipment ("Facilities") as are reasonably necessary for supplying gas service in accordance with this Franchise.
2. **Consideration.** In consideration of this Franchise, Enbridge Gas Wyoming shall pay to the City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

3. **Term.** ~~This Franchise is granted for an initial term of twenty (20) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The City may terminate the Franchise at the end of the initial term, or any renewal period, by giving Enbridge Gas Wyoming written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.~~ This Franchise is granted for an initial term of five (5) years, with an automatic renewal for additional terms of five (5) years, unless the governing body or utility chooses not to renew, and gives proper notice. The City or utility may terminate the Franchise at the end of the initial term, or any renewal term, by giving written notice of its intent not to renew the franchise grant, not less than one hundred eighty (180) calendar days before the expiration of the term.

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

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

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

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

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

7. Franchise Fee As further consideration for this franchise, and in lieu of all municipal occupation or license taxes upon the Enbridge Gas Wyoming, which provides for the use by Enbridge Gas Wyoming of the streets and other public places within the City, the Company shall pay to the City a Franchise Fee in the amount of two percent (2%) of the Gross Revenue, as defined below in subsection 7.3.

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

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

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

8. **Information Exchange.** Upon request by either the City or Enbridge Gas Wyoming, as reasonably necessary, Enbridge Gas Wyoming and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

9. **Relocation.** Upon written notice to Enbridge Gas Wyoming, the City may require the relocation and removal or reinstallation (collectively, "Relocation") of any Facilities located in, on, along, over, across, through, or under any of the Streets located within the City Right-of-Way. After receipt of such written notice, Enbridge Gas Wyoming shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements and that the City provide Enbridge Gas Wyoming with a reasonable new location for the Facilities. The Relocation of Facilities by Enbridge Gas Wyoming shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Enbridge Gas Wyoming franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense. Enbridge Gas Wyoming shall not pay any costs of relocation regardless of the location of the right-of-way for projects and purposes related to private development. Following Relocation of any Facilities, Enbridge Gas Wyoming may maintain and operate such Facilities in

a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Enbridge Gas Wyoming up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds.

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

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

11. **Indemnification.** Enbridge Gas Wyoming shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the exercise by Enbridge Gas Wyoming of its rights under this Franchise, and Enbridge Gas Wyoming shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, Enbridge Gas Wyoming shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

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

13. **Designation of Representative.** The Parties respective designated representatives authorized to receive and respond to issues and inquiries by the other Party in

connection with the Franchise are set forth below. The Parties may designate a new representative from time to time upon prior written notice to the City.

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

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

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

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

~~17. **Contamination:** If Enbridge Gas Wyoming encounters any contaminated soil or groundwater during the Work that requires remediation or disposal, or poses a hazard as determined solely by Enbridge Gas Wyoming, Enbridge Gas Wyoming may suspend the Work until the contamination is removed, disposed of, and/or appropriately remediated to Enbridge Gas Wyoming's satisfaction and at no cost to Enbridge Gas Wyoming. Upon written notice to the City, if Enbridge Gas Wyoming elects to remediate the contamination, City shall pay all costs incurred by Enbridge Gas Wyoming arising from or caused by the remediation as Additional Construction Costs.~~

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

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

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

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

22. **Natural Gas Service:** This Agreement is for natural gas facilities only and is not an agreement to provide natural gas service. Upon completion of the Facilities, Enbridge Gas Wyoming shall provide natural gas service utilizing the Facilities in accordance with Enbridge Gas Wyoming Natural Gas Tariff ("Tariff") on file with the Wyoming Public Service Commission ("Commission") as may be revised from time to time. No Party shall be precluded from this Agreement from petitioning the Commission for modification of any applicable rate schedules or rules and regulations pertaining to natural gas service. Nothing in this Agreement shall be deemed to require Enbridge Gas Wyoming to install additional capacity to serve future needs.

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

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

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

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

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

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

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

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[CITY]

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor \_\_\_\_\_

**City Council Members**

**Yea**

**Nay**

**Abstaining**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ACCEPTANCE OF FRANCHISE**

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

Dated at Salt Lake City, Utah this \_\_\_\_\_ of \_\_\_\_\_, 2025.

QUESTAR GAS COMPANY,  
dba ENBRIDGE GAS WYOMING

\_\_\_\_\_  
Judd Cook  
Vice President and General Manager of  
Western Distribution

# New Business

(a)

AGENDA ITEM # a (NB) OB CONSENT)

Department: PD and Administration

Meeting Date: October 13, 2025

SUBJECT: Purchase of Interface Crossover module from eForce Software Solutions to Caselle

**BRIEF DESCRIPTION/JUSTIFICATION:**

Dear Mayor and Council Members,

We request additional unforeseen funding of **\$5,780.00** to purchase an interface crossover module from eForce Software Solutions, which will facilitate the electronic input of e-citation information into the Caselle Court System used by our municipal court. This will eliminate the need for manual data input. This will be a one-time purchase with a nominal yearly licensing fee. The fee is currently unknown.

**Background:**

- During the implementation of the e-citation module for the Police Department, it became apparent that an interface crossover is required to ensure compatibility between eForce and Caselle, thereby preventing the need for manual data entry into Caselle.
- Unfortunately, the need for this interface was not anticipated in the approved budget, as we were not made aware that it was necessary to complete the transition. Its procurement is essential to avoid unnecessary data input by our court clerk. This purchase will reduce her workflow, minimize clerical errors, save valuable time, and prevent higher wage costs as initially presented during the budget request.

**Justification:**

- **Function:** The interface crossover enables seamless communication/data transfer between the two programs.

**Funding Request:**

- Amount requested: **\$5,780.00**

**RECOMMENDED ACTION:**

Authorize the purchase of the interface crossover between eForce and Caselle in an amount not to exceed \$5,780.00 and authorize the City Treasure to prepare a budget amendment to account for this purchase as a capital project expense for the FY 25-26 budget..

Attachments Provided: Yes X No \_\_\_\_\_

Submitted by: PD and Admin



168 N. Gateway Drive, Providence, UT 84332

## Kemmerer Police Department

## QUOTE

Date: 09 / 16 / 2025

To: Michael Kahre

222 Highway 233  
Kemmerer, WY 83101

### Summary

Total: \$5,780.00

Quantity	Item	Subtotal
1	<b>Caselle Interface</b> EFORCE citation data is imported in the Caselle court product.	\$5,780.00
		\$5,780.00

Total \$5,780.00

### Terms and Conditions

Acceptance of this Quote ("Acceptance") is indicated by any or all of the following actions: Customer signature on Quote, Customer issuance of purchase order for Licensed Product(s) or custom deliverable(s) ("Quoted Deliverables"), written promise to pay transmitted via email and duly acknowledged, or payment for Quoted Deliverables.

The Agreement previously executed between Customer and Intellichoice governs this Quote which acts to amend the Agreement with the Acceptance of the Quote. The Quote becomes a part of Schedule 1 of the Agreement and attached thereto and made a part thereof by this reference.

If the quoted Licensed Product *type* or custom deliverable are listed on Schedule 1 of the existing Agreement, then the Annual License and Support Fees for Subsequent Years adopt the Renewal Date set forth in the Agreement. If the Quoted Deliverables are not on Schedule 1 of the existing Agreement, then the Quote date is made the Effective Date for the Quoted Deliverables herein and generates a new Renewal Date for the associated Annual License and Support Fees for the Quoted Deliverables as defined in the Agreement.



168 N. Gateway Drive, Providence, UT 84332

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

New Business

(b)

AGENDA ITEM # 6 (NB) OB CONSENT)

Department: PD and Administration

Meeting Date: October 13, 2025

SUBJECT: Police Car Purchase

**BRIEF DESCRIPTION/JUSTIFICATION:**

From PD:

Dear Mayor and Council Members,

In accordance with the approved budget for FY 2024-25, which extends into FY 2025-26, we request the City Council's authorization to finalize the paperwork and arrange shipment for a 2025 Ford Explorer Police Interceptor.

Background:

The vehicle purchase was included and approved in the FY 2024-25 budget. Due to waiting for an MRG grant to come through, it was continued into the FY 2025-26 budget.

The City followed procurement guidelines and statutory requirements for a Request for Proposals (RFP) as outlined in W.S.S. 15-1-113. The RFP received no responses.

After the RFP closed with no bids, staff pursued an available vehicle through a licensed dealer in accordance with procurement rules for non-responsive solicitations, as outlined in W.S.S. 15-1-113 (t).

We secured a 2025 Ford Explorer Police Interceptor from Ken Garff Ford out of Cheyenne, Wyoming, for \$49,976.00

Request:

From Administration:

If the council decides to go through with the purchase of the car, a budget amendment will need to be made to move monies from Capital Projects in the FY 24-25 budget to Capital Projects in FY 25-26. The total amount budgeted for a PD car in FY 24-25 was \$54,000

**RECOMMENDED ACTION:**

Please sign the attached vehicle buyers order and any related documents required to complete this transaction and permit the dealer to ship the vehicle to the City of Kemmerer and authorize the City Treasure to prepare a budget amendment for the FY 25-26 budget..

Attachments Provided: Yes X No     

Submitted by: PD and Admin



By initialing below, you represent that you have thoroughly inspected the Vehicle and approve and accept it. You had an opportunity to have the Vehicle inspected by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller/Dealer or its employees that is not contained in the written agreements you are signing today.

Buyer's Initials \_\_\_\_\_ Co-Buyer's Initials N/A

**Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Other Credit (Describe)	N/A

<b>TOTAL CREDITS</b>	\$ 0.00
Trade-in Balance Owing	0
<b>TOTAL BALANCE DUE</b>	\$ 49,976.00

We may retain or receive a portion of any amounts paid to others.  
\*This fee is not a government fee.

**HOW THE BALANCE DUE WILL BE PAID:**  
 RETAIL INSTALLMENT SALES CONTRACT  
 OTHER N/A

**AGREEMENT TO ARBITRATE**

This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision. (See page 4 for all the terms and conditions of the Arbitration Provision).

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X N/A

**HOW THIS AGREEMENT CAN BE CHANGED.** This Agreement contains all the terms and conditions between you and us relating to this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes are binding.

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X N/A

**This Agreement is not effective until it is signed by both you and us.** Until it becomes effective, the terms of this Agreement are not binding and you may cancel it and get back any deposit.

By signing below, you represent that: (1) you are at least 18 years old, (2) you read all pages of this Agreement, (3) the Agreement is completely filled in and you agree to all of its terms, and (4) you received a completed copy of this Agreement.

**BUYER SIGNS X** \_\_\_\_\_ **DATE** 09/18/2025

**CO-BUYER SIGNS X** N/A **DATE** N/A

**SELLER/DEALER**  
(Must be signed by an authorized representative of the Seller/Dealer)

X By:  Title: F&I MANAGER **DATE** 09/18/2025  
Print Name: \_\_\_\_\_

## Additional Terms and Conditions

**Definitions.** The following definitions apply to this Agreement:

- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to a separate agreement with Seller/Dealer, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

**Manufacturer – New Vehicle Pricing, Design and Availability.** The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If canceled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

**Vehicle Delivery Delays.** Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

**Trade-In Vehicle.** You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information. We are relying on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the trade-in payoff amount(s). You understand that each payoff amount quoted is an estimate. We agree to pay the provided payoff amount to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the amount provided in this Agreement, you agree to pay us on demand the additional amount owing. If the actual payoff amount is less than the amount provided in this Agreement, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

**Trade-In Allowance.** The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may reappraise it if you deliver it to us at a later date. The reappraised value will become the trade-in allowance. If the reappraised value is less than the trade-in allowance in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

**Refusal or Failure to Accept Delivery and Other Non-Performance.** If you refuse or fail to accept delivery of the Vehicle or otherwise do not perform under this Agreement, you will be liable for the damages it causes us. These damages may include our losses, expenses, and reasonable attorneys' fees. To pay these damages, we may keep any cash deposit up to the amount owed, unless prohibited by law. You agree to pay us any amount owed in excess of the cash deposit that we keep. You will be liable for these amounts except to the extent that they are limited or prohibited by law.

This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if we cancel this Agreement because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

**Taxes.** Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. For example, taxes may include sales, use, ad valorem, or other federal, state or local taxes. It does not include any taxes required to be paid only by us.

**Balance Due and Payment.** By signing this Agreement, you agree to purchase the Vehicle. If there is a Total Balance Due, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Total Balance Due, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. Your promise to purchase the Vehicle applies even if you are not able to obtain financing, or are not able to obtain the terms you wanted or expected. If you finance the Total Balance Due through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

**Returned or Dishonored Payments.** We may declare this Agreement null and void and retake the Vehicle if your deposit, down payment, balance due or other payment is returned or dishonored. If you make any payment under this Agreement that is returned or dishonored, you agree to pay a fee of \$30 following written demand.

**BUYER TO PURCHASE VEHICLE INSURANCE.** This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. A creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

**Accessories and Additional Equipment.** If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any).

**Servicing and Collection Contacts.** In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, or other electronic messaging/communication applications, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information. Except as required by law, any change to the agreements in this paragraph must be in writing and we must sign it.

**Rebates, Incentives, and Discounts.** We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

**Applicable Law.** Federal law and the law of the State of Wyoming apply to this Agreement.

**General Terms.** If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

**ARBITRATION PROVISION**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

DEAL# 1027328

CUST# 1327648UTH

# KEN GARFF FORD CHEYENNE

# WE OWE

NAME CITY OF KEMMERER STK NO. SGA74024 NEW xx USED \_\_\_\_\_  
 ADDRESS 222 STATE HIGHWAY 223 YEAR 2025 MAKE FORD  
 CITY KEMMERER STATE WY ZIP 83101 MODEL POLICE INTERCEPTOR UTILITY  
 E-MAIL NDIERS@KEMMERER.ORG SERIAL NO. 1FM5K8AW9SGA74024  
 PHONE - HOME NO. (307) 828-6251 WORK NO. (307) 828-2350 CELL NO. (307) 828-6251  
 SALESPERSON RONALD DOWNEY DEL. DATE 09/18/2025

QTY.	NAME OF ITEM	PART	LABOR

For any repairs not listed above, see your Buyers Guide.

No verbal promises or representations have been made except \_\_\_\_\_  
 I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF  
 ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above  
 work can be performed.

**(FOR APPOINTMENT CALL SERVICE DEPT.)**

# YOU OWE

YOU OWE	TO BE RECEIVED		YOU OWE	TO BE RECEIVED	
	DATE	TIME		DATE	TIME
1) Title to Trade in Vehicle			4) Other		
2) All Monies			5) Other		
3) Valid Insurance Card			6) Other		

I hereby agree to provide such items in a timely manner

DATE 09/18/2025

APPROVED RONALD DOWNEY *Rd*

MANAGER

CUSTOMER \_\_\_\_\_



DEAL# 1027328

STOCK# SGA74024

CUST# 1327648UTH

# Wyoming Sales/Use Tax Statement for Motor Vehicle Sales

Wyoming Department of Revenue  
Excise Tax Division  
122 West 25<sup>th</sup> Street, Suite E301  
Cheyenne, WY 82002-0110  
Phone: (307) 777-5200

### Purchaser's Information:

### Seller's Information:

Purchaser's Name <b>CITY OF KEMMERER</b>		Phone Number <b>(307) 828-6251</b>	Seller's Name <b>KEN GARFF FORD CHEYENNE</b>		Phone Number <b>(307)757-2200</b>
Principal Place of Residence – Street or Other Address <b>222 STATE HIGHWAY 223</b>			Street or Other Address <b>2200 WESTLAND RD</b>		
City <b>KEMMERER</b>	State <b>WY</b>	Zip Code <b>83101</b>	City <b>CHEYENNE</b>	State <b>WY</b>	Zip Code <b>82001</b>

### Purchased Vehicle's Description:

Year <b>2025</b>	Make <b>FORD</b>	Model <b>POLICE INTERCEPTOR UTILITY</b>	Trim <b>AWD</b>	Fuel Type <b>ELECTRIC/GAS</b>
Vehicle Identification Number (VIN) <b>1FM5K8AW9SGA74024</b>		Manufacturer's Suggested Retail Price (MSRP) <b>N/A</b>		Date of Purchase <b>09/18/2025</b>

### Trade-In Vehicle's Description:

Year	Make	Model	Trim	Fuel Type
Vehicle Identification Number (VIN)		Name on Title		

### Tax Computation:

1. Total sales price .....	1	<b>49,976.00</b>
2. Less trade-in allowance .....	2	<b>N/A</b>
(a) Leased vehicle's buyout amount on trade-in value.....		<b>N/A</b>
3. Less manufacturer's rebate assigned to dealer at time of sale.....	3	<b>N/A</b>
4. Tax base (Line 1 minus Lines 2 and 3) .....	4	<b>49,976.00</b>
5. Total estimated sales tax due (Line 4 times tax rate of <b>6%</b> ) .....	5	<b>2,998.55</b>

### Instructions:

- **Manufacturer's Suggested Retail Price (MSRP)** is based on the year, make, model, and trim level only. Additional options (such as sunroof, AC, power seats, etc.) should not be added to this figure.
- **Total sales price** must include all costs incurred by the vendor or seller prior to the retail sale (i.e. incoming freight, accessories, documentary fees, preparation & handling, and standard warranties). Total sales price does not include costs incurred after the retail sale (i.e. outgoing freight, titling and licensing fees, and extended warranties).
- **Trade-in vehicle's title** must already be in purchaser's name to reduce sales/use tax due on purchased vehicle.
- **Leased vehicles** may not be used as the trade-in allowance unless the leased vehicle's buy-out option has been exercised, title has been transferred to the purchaser, and sales/use tax has been paid on the buyout amount.
- **Line 5 must be completed for estimated tax the purchaser can expect to pay based on Principal Place of Residence.**
- Payment of the sales/use tax must be made within 65 days of the date of purchase.
- Penalty for late payment is 10% of the tax due, with a minimum penalty of \$25.
- Interest on late payment is 1% of the tax due per month or fraction thereof.

STGN  
HERE

*[Signature]*  
Signature of Seller

\_\_\_\_\_  
Signature of Purchaser or Agent of Purchaser

09/18/2025  
Date

DEAL# 1027328

WYOMING MOTOR VEHICLE DEALER FORM  
\*\*TITLE RE-ASSIGNMENT\*\* ODOMETER STATEMENT \*\*VIN INSPECTION\*\*

CUST# 1327649079  
STOCK# SGA74024

2906079

Make FORD Year 2025 Body SPORT UTILITY Title No. \_\_\_\_\_ State \_\_\_\_\_

Trim AWD VIN 1FM5K8AW9SGA74024 BASE/MSRP PRICE FOR NEW VEHICLES N/A

DEALER REASSIGNMENT AND ODOMETER STATEMENT

PLEASE PRINT

PURCHASER(S) NAME CITY OF KEMMERER

OWNERS AGREE THAT TITLE WILL SHOW JOINT OWNERSHIP WITH SURVIVORSHIP

YES  
 NO

PURCHASER(S) ADDRESS 222 STATE HIGHWAY 223, KEMMERER, WY 83101

Amount of Lien \$ \_\_\_\_\_ Date of Lien \_\_\_\_\_

Name and Address Of Secured Party \_\_\_\_\_

FEDERAL AND STATE LAW require that you state mileage upon transfer of ownership. Failure to comply or providing a false statement may result in fines and / or imprisonment.

I, KEN GARFF FORD CHEYENNE state that the odometer now reads

68 miles and to the best of my knowledge that it reflects the actual mileage of the Odometer reading (No Tenths)

vehicle described herein, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is not the actual mileage: WARNING - ODOMETER DISCREPANCY

I/WE do hereby certify and warrant that I/WE am/are the true and lawful owner of the vehicle described herein and further warrant that the liens and encumbrances noted hereon are the only liens and encumbrances against the vehicle herein described and hereby transfer and convey all rights, title and interest that I/WE have in the vehicle herein described to the described purchaser; and if the vehicle herein described is a mobile home, do hereby certify that all taxes due for the preceding and current year on the mobile home have been paid.

NOTE - Effective 1/1/2021 the Federal odometer statement exemption is for vehicles with 20 years or more of service for vehicles of a model year of 2011 and newer. Vehicles with a model year of 2010 and older remain under the 10 years or more of service exemption.

DEALER SIGNATURE \_\_\_\_\_ DATE 09/18/2025

PRINT NAME KEN GARFF FORD CHEYENNE  
(Dealership Name & Individual Signing for Dealer)

PRINT ADDRESS OF DEALER CHEYENNE, WY 82001 DEALER # F02-12863  
(City, State, Zip)

Does this motor vehicle currently have or ever had a branded title? Yes  No

Has this motor vehicle been declared a total loss by an insurance company OR sustained 75% damage of actual cash value? Yes  No

REQUIRED

\*\*PURCHASER(S) SIGNATURE \_\_\_\_\_ CITY OF KEMMERER \_\_\_\_\_  
(ACKNOWLEDGMENT OF ODOMETER STATEMENT AND BRAND DISCLOSURE) \*\*PRINT NAME (REQUIRED)

VEHICLE IDENTIFICATION STATEMENT

I HAVE PERSONALLY INSPECTED THE VEHICLE IDENTIFICATION NUMBER DISPLAYED ON THE DESCRIBED VEHICLE IN WYOMING. The information entered by me is correct, according to my personal inspection, and subject to the penalties of perjury.

SIGNATURE \_\_\_\_\_ DATE 09/18/2025

DEALER LICENSE NO. F02-12863 DEALERSHIP NAME KEN GARFF FORD CHEYENNE

NOTARY SEAL

NOTARY OF DEALER'S SIGNATURE

\_\_\_\_\_ APPEARED BEFORE ME IN THE STATE OF WY  
COUNTY OF \_\_\_\_\_ THIS 18 DAY OF 09, 2025

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRATION DATE

I hereby swear and affirm under penalty of perjury that All information on this application for CERTIFICATE OF TITLE is true and correct and that I am lawfully applying for Wyoming Title. I further warrant that said vehicle is owned by me (us) and is subject to the liens shown and none other.

SIGNATURE OF PURCHASER(S) \_\_\_\_\_

SIGNATURE OF PURCHASER(S) \_\_\_\_\_

ORIGINAL  
MV-301A(9-20)

DEALER REASSIGNMENT AND ODOMETER STATEMENT AND BRAND DISCLOSURE

VIN INSPECTION

NOTARY

PURCHASER'S APPLICATION

# New Business

(c)

Authorize the Mayor to  
sign Check #18507 to  
KGA-CHEY LLC dba

Ken Garff Ford

Cheyenne in the amount  
of \$49,976.00

# New Business

(d)

AGENDA ITEM # d (NB) OB CONSENT)

Department: Administration

Meeting Date: 10/13/2025

SUBJECT: Eric Jenkins (Medicare Seminar)  
50% Fee Waiver application

**BRIEF DESCRIPTION/JUSTIFICATION:** Eric Jenkins works under Complete Retirement Solutions Group and helps senior citizens understand upcoming changes to Medicare plan coverage. He is presenting at the senior center during the day and wants to provide more events cost efficiently. He originally scheduled three times at the event center and then is applying for a fee waiver to hold more. He has now scheduled another three times, totaling six evenings at the event center (October 8, 20, 23, November 12, 13 and December 10th). He has a letter from Terri Cartwright, sharing his invaluable insight over the years, please see attached. He is providing his knowledge at no charge to our senior citizens, which is especially helpful to those wary of phone fraud and possible hearing issues over the phone, making these in person events even more important and needed.

**RECOMMENDED ACTION:** As a first time applicant, I would recommend at least a 25% fee waiver be granted to Mr. Jenkins.

Attachments Provided: Yes X No     

Submitted by: Kaylynn Williams

**South Lincoln Training & Event Center**  
**Application for Fee Waiver**

Date of Application: 9-25-25 Name of Event: Medicare Changes 2026  
Name of Organization: Complete Retirement Solutions Group  
Is your organization a non-profit? Yes:  No:   
Contact Person: ERIC JENKINS  
Phone: 702 249 0514 email: ejenkins@crsgadvisors.com  
Date of Event: 10-8, 10-20, 11-10  
Type of Waiver: (Circle one) would like to add more  
50% fee waiver  
100% fee waiver

**Fee Waivers are for room fee only & does not include staff time.**

Copies of application will be accepted at the South Lincoln Training & Event Center by delivery or mailing to South Lincoln Training & Event Center, 215 Wyo State Hwy 233, Suite A, Kemmerer, WY 83101. Application may be picked up at the South Lincoln Training and Event Center, or requested by email at [kwilliams@kemmerer.org](mailto:kwilliams@kemmerer.org), or phone (307) 828-4084. Applications must be received at least one month prior to the event to allow time for City Council to review and be presented for approval at a City Council Meeting. The meetings are held on the 2nd and 4th Mondays of each month.

Applicants will conform to the South Lincoln Training and Event Center's Policies and Procedures and agree that they have read and understand them and agree to comply with them prior to accepting this sponsorship. The City of Kemmerer/South Lincoln Training and Event Center reserves the right to disallow any claims made, in their opinion, that do not follow the guidelines.

Applicants further understand that they are financially responsible for the deposit and agree to pay said fee by the due date given. Applicants understand that if the facility is not left in satisfactory condition as outlined in the South Lincoln Training and Event Center's Policies and Procedures, applicant may forfeit part or all of the security deposit and/or be assigned other fees for damages as deemed appropriate by South Lincoln Training and Event Center staff.

If granted, the Grantee agrees to list the South Lincoln Training and Event Center and City of Kemmerer as a sponsor on all advertising. The city logo can be delivered electronically upon request. Grantee will be responsible for helping with setup and clean up of the event by the dates and times specified upon.

**Supplemental Information**

1. A letter of support from the requesting board/committee must accompany this application.
2. Kemmerer City Council will fund only the items that have been approved in the request. Not all items in a request may be funded.
3. Applicants are encouraged in their long range planning to make their program/event self-supporting. Subsequent applications for a particular event are discouraged.
4. Grantees must use the fee waiver within a year of approval.

Event/promotion sponsor to sign below that they understand the above guidelines and policies. All supporting documentation must be turned in with this application.

Signed: 

Print Name: ERIC JENKINS

Date: 9-25-25

**1. Event Description**

Please include the following:

How many people plan on attending the event? 125 approximately but open to public

Are you charging money to attend the event? NO

Which room(s) would you like to use at the Event Center?

Will you need to use other equipment (microphone, stage, podium, projector)? MIC

Are you able to help with setup and tear down for the event? YES

**2. Explain how this event will promote the South Lincoln Training & Event Center and/or the City of Kemmerer.**

It would promote the City of Kemmerer helping facilitate a building that is providing help to the Senior population on Medicare when faced with changes and the challenging decision of what plans to pick for New Year

**3. Please indicate how you plan on advertising your event.**

Email clients - Senior Center  
Facebook

**4. If no fee waiver is awarded, would you still hold your event? If not, please explain why.**

YES - just limited meetings due to cost

City of Kemmerer  
South Lincoln Training & Events Center  
215 Wyoming State Highway 233  
Kemmerer, WY 83101

September 24, 2025

Kaylynn,

This letter of support is in behalf of Eric Jenkins, a Medicare insurance advisor, to be considered for a waiver of fees in using a conference room at the SLTEC. He would like to schedule and be considered for multiple dates during the Medicare Open Enrollment period (October 15<sup>th</sup>-December 7<sup>th</sup>).

I have worked with Eric for more that 10 years in assisting senior citizens with their Medicare insurance needs and changes. He is very knowledgeable and an excellent resource to navigate the confusing waters of the Medicare world. I have needed his expertise many times in my volunteer work.

In 2026 it is anticipated that supplemental insurance plans for seniors living in our city and county will experience significant changes which could affect a large number of people. Eric is choosing to hold meetings in person and explain the changes to beneficiaries rather than a phone call which is difficult for many to hear or comprehend the changes.

I understand Mr. Jenkins will be able to hold meetings at the Kemmerer Senior Center during their operating hours of 8 am- 3 pm. To allow all beneficiaries the opportunity to meet with him, Eric is hoping to hold evening seminars at the Training & Event Center. Eric does not charge and can not charge Medicare aged clients for his services, so by granting him a waiver of fees he can reach more people at convenient hours for them without a huge expense for him personally.

Thank you for considering this request.



Terri Cartwright  
WSHIIP/SMP Medicare Counselor  
307-723-8033

# New Business

(e)

AGENDA ITEM # e (NB) OB CONSENT)

Department: Administration

Meeting Date: 10/13/2025

SUBJECT: Rocky Mountain Elk Foundation  
Fee Waiver application

**BRIEF DESCRIPTION/JUSTIFICATION:**

RMEF is applying for a 50% fee waiver, in place of the non profit 20% discount. They have been holding their annual fundraiser at the events center for ten years and in at least three of those years, they have received fee waivers, in addition to their non profit discount. In 2024, they were denied a fee waiver because they had raised over \$27,000 in the 2023 event.

**RECOMMENDED ACTION:**

For the council to follow resolution 2022-805 and not give fee waiver but to continue to honor the 20% discount available to RMEF as a non profit organization.

Attachments Provided: Yes X No     

Submitted by: Kaylynn Williams

**South Lincoln Training & Event Center**  
**Application for Fee Waiver**

**Date of Application:** 10-05-2025 **Name of Event:** RMEF Kemmerer Banquet

**Name of Organization:** Rocky Mountain Elk Foundation

**Is your organization a non-profit? Yes:** X **No:**       

**Contact Person:** Kelly Jo Scott

**Phone:** 3077231959 **email:** hays2010@yahoo.com

**Date of Event:** 11-15-2025

**Type of Waiver: (Circle one)**

**50% fee waiver**

**100% fee waiver**

**Fee Waivers are for room fee only & does not include staff time.**

Copies of application will be accepted at the South Lincoln Training & Event Center by delivery or mailing to South Lincoln Training & Event Center, 215 Wyo State Hwy 233, Suite A, Kemmerer, WY 83101. Application may be picked up at the South Lincoln Training and Event Center, or requested by email at [kwilliams@kemmerer.org](mailto:kwilliams@kemmerer.org), or phone (307) 828-4084. Applications must be received at least one month prior to the event to allow time for City Council to review and be presented for approval at a City Council Meeting. The meetings are held on the 2nd and 4th Mondays of each month.

**1. Event Description**

Please include the following:

How many people plan on attending the event?

Are you charging money to attend the event?

Which room(s) would you like to use at the Event Center?

Will you need to use other equipment (microphone, stage, podium, projector)?

Are you able to help with setup and tear down for the event?

We usually have 120-160 guests.

Yes we sell tickets for the event.

We use the expanded great room.

We like to use the stage, microphone, podium, and bar.

We have always setup, tore down, and cleaned even without getting the fee waived.

**2. Explain how this event will promote the South Lincoln Training & Event Center and/or the City of Kemmerer.**

We will list them as a donor in our program.

**3. Please indicate how you plan on advertising your event.**

We list our event on the RMEF website, social media page, we mail out invites and we put up flyers around towns.

**4. If no fee waiver is awarded, would you still hold your event? If not, please explain why.**

Yes

Applicants will conform to the South Lincoln Training and Event Center's Policies and Procedures and agree that they have read and understand them and agree to comply with them prior to accepting this sponsorship. The City of Kemmerer/South Lincoln Training and Event Center reserves the right to disallow any claims made, in their opinion, that do not follow the guidelines.

Applicants further understand that they are financially responsible for the deposit and agree to pay said fee by the due date given. Applicants understand that if the facility is not left in satisfactory condition as outlined in the South Lincoln Training and Event Center's Policies and Procedures, applicant may forfeit part or all of the security deposit and/or be assigned other fees for damages as deemed appropriate by South Lincoln Training and Event Center staff.

If granted, the Grantee agrees to list the South Lincoln Training and Event Center and City of Kemmerer as a sponsor on all advertising. The city logo can be delivered electronically upon request. Grantee will be responsible for helping with setup and clean up of the event by the dates and times specified upon.

**Supplemental Information**

1. A letter of support from the requesting board/committee must accompany this application.
2. Kemmerer City Council will fund only the items that have been approved in the request. Not all items in a request may be funded.
3. Applicants are encouraged in their long range planning to make their program/event self-supporting. Subsequent applications for a particular event are discouraged.
4. Grantees must use the fee waiver within a year of approval.

Event/promotion sponsor to sign below that they understand the above guidelines and policies. All supporting documentation must be turned in with this application.



**Signed:** \_\_\_\_\_

**Print Name:** KellyJo Scott

**Date:** 10-05-2025

To whom it may concern,

I KellyJo Scott am writing this letter to apply for a fee waiver for our 2025 RMEF banquet. We have been using the South Lincoln Training & Event Center for many years now to put on our banquet. We are very thankful for the non-profit discount that has been given, but would be so grateful if we could get the 50% fee waiver. The money we would save on the fees, if waived would go back to helping more wildlife and their habitat. We would also list the South Lincoln Training & Event Center as a donor. We thank you for your time.

Thanks,

KellyJo Scott

**RESOLUTION NO. 2022-805**

**A RESOLUTION AMENDING AND ADOPTING THE SOUTH LINCOLN TRAINING AND EVENT CENTER FEE WAIVER POLICY**

WHEREAS, The City of Kemmerer passed and approved a fee waiver policy for the South Lincoln Training and Event Center on August 12, 2019; and

WHEREAS, the approved policy requires amendments to meet the best customer service level; and

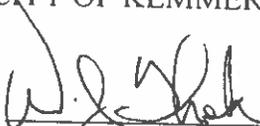
WHEREAS, amending the policy will allow for easier decision making when applications are presented; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County Wyoming, that the South Lincoln Training and Event Center Fee Waiver Policy read;

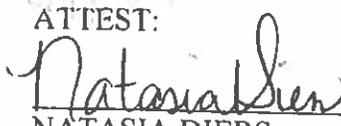
1. Kemmerer City Council must approve all fee waivers.
2. Applications will be accepted by the Director of Events and Recreation. The Director will then present the application to the City Council at the next scheduled City Council meeting.
3. Applicants who qualify for a discount under the fee schedule for the South Lincoln Training and Event Center will not receive said discount should a fee waiver be granted by City Council.
4. The Director of Events & Recreation will have the authority to write the application questions, based on the following direction of the City Council:
  - a. Applications will promote the South Lincoln Training and Event Center to its customers, colleagues, business associates, and the community. They will explain this promotion in the application.
  - b. In its advertising the applicant will brand and give credit to the South Lincoln Training and Event Center.
  - c. Applicant should demonstrate a need for the fee waiver, how the event will benefit the community, and provide a plan showing what the applicant will do to prepare to use this event as a way to make future events self-supporting. This will be explained in the application.
  - d. Applicants are encouraged to only apply for one event. Those who re-apply will receive a lower priority and may be rejected.
5. Applicants must adhere to the terms of the South Lincoln Training and Event Center Fee Waiver and the South Lincoln Training and Event Center Rental Policies and Procedures. If they do not, they may not be eligible to apply for another fee waiver in the future.

PASSED, APPROVED, AND ADOPTED this 22<sup>nd</sup> day of August, 2022.

CITY OF KEMMERER, WYOMING

BY:   
WILLIAM THEK, MAYOR

ATTEST:

  
NATASIA DIERS

CITY CLERK-TREASURER

	Nov. 16, 2013	(np?) discount on room \$700.	> \$355.
	they PD \$960.00	<del>net cost \$155</del> stage, wet bar & coffee \$155.	
	Nov. 15, 2014	\$800 for room, not accounting \$700 room discount	> \$375.
	they PD \$832.67	FREE wet bar, stage & kitchen \$175.	
	Nov 17, 2016	np 70% discount AND	> \$600.
	they PD \$535.	50% grant waiver on room (discount on kitchen? 25 instead of 75)	\$600. + 50?
	Nov. 11, 2017	fee grant waiver per council \$500.	> \$690.
	they PD \$811.79	np 70% discount \$140. and FREE stage use \$50	
	Nov. 14, 2020	(only \$800 for bldg rental)	\$400?
	they PD \$718.05	fee waiver city council \$400. np 70% discount \$80. (fee change on stage & wet bar? \$75.)	> \$480. \$75?
	Nov. 13, 2021	(only \$800 for bldg rental)	\$400?
	they PD \$1,033.13 on March 29, 2022	np 70% discount \$160. (half price on stage & wet bar?)	\$50?
	Nov. 17, 2022	np 70% discount	\$740.
	they PD \$1,536.58		
	Nov. 11, 2023	np 70% discount	\$740.
	they PD \$1,447.75	city council denied waiver	
	Nov. 9, 2024	np 70% discount	\$740.
	they PD \$1,581.87	city council denied waiver	

skipped?  
2015

skipped?  
2018  
2019  
\$600 fee waiver

(summary written by K. Williams, 10/6/2025, of RMEF invoices)

Department: Events & Recreation

Meeting Date: September 23, 2024

SUBJECT: SLTEC Fee Waiver for Rocky Mountain Elk Foundation

**BRIEF DESCRIPTION/JUSTIFICATION:**

The local Rocky Mountain Elk Foundation has scheduled their annual fundraiser event at SLTEC for November 9th. They have filled out the application for fee waiver asking for a 50% to 100% fee waiver of the rental cost.

The City's fee waiver resolution states that applicants should demonstrate a need for the fee waiver. We determine need by reviewing current financials for the organization.

In reviewing the financials in front of you, the 2023 event had a total event net income of \$27,217.98. That is a large amount of money raised.

In the last 3 years (my records) the RMEF has received the non-profit discount of 20% and by resolution will receive that discount for the 2024 event.

**RECOMMENDED ACTION:**

Deny the 50%-100% fee waiver and allow the non-profit discount of 20% for the event.

**Attachments Provided:**      Yes              No

**Submitted By:** Trista Gordon, Director of Events & Recreation

# New Business

(f)

**RESOLUTION NO. 2025-862**

**A RESOLUTION OF THE CITY OF KEMMERER, WYOMING, AUTHORIZING THE  
TRANSFER OF STREET DEPARTMENT SAVINGS FROM FY 24-25 TO A RESERVE  
FUND FOR FUTURE STREET MAINTENANCE**

WHEREAS, the City of Kemmerer Wyoming, is committed to the long-term maintenance and improvement of its streets and road infrastructure; and

WHEREAS, the Street Department has realized cost savings during fiscal year 2024-2025 due to favorable weather conditions, and

WHEREAS, the Governing Body finds it to be in the best interest of the City to reserve these unspent funds for the specific purpose of future street maintenance and improvements; and

WHEREAS, the establishment of a dedicated reserve fund for street maintenance will enhance fiscal responsibility, ensure continued upkeep of critical infrastructure, and reduce the need for unplanned expenditures in future budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF KEMMERER, WYOMING:

1. That the unexpended and unencumbered savings in the amount of \$63,614.00 from the Street Department budget for fiscal year 2024-2025 shall be transferred to a designated reserve fund.
2. That said reserve fund shall be used solely for the purpose of street maintenance, repairs, improvements, or associated infrastructure needs, as determined by the Governing Body.
3. That the City Treasures office is hereby authorized and directed to establish and manage this reserve fund in accordance with applicable accounting standards and municipal financial policies.

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of October 2025.

CITY OF KEMMERER, WYOMING

BY:

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ROBERT BOWEN, MAYOR

ATTEST:

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NATASIA DIERS  
CITY CLERK-TREASURER