

“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, October 27, 2025

5:00 p.m. – Pre-Meeting Workshop

Aleks Gampel of CUBY – City Hall Conference Room – Online Link available through City Clerk’s Office
5:45 – Interview: Shellie Oliva-Jensen – Fossil Basin Promotion Board
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** October 27, 2025
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
Scott Myers – EMS
- **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 October 13, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Accept the Resignation of Jennifer Edinger from the Fossil Basin Promotion Board;
 - (d) Approve Lease Renewal at OTH Suite 103 with Quality Realty;
 - (e) Approve Lease Renewal at OTH Suite 203 with Quality Realty;
 - (f) Approve Lease Renewal at OTH Suite 201 with Anderson Tax and Consulting.
- **TABLED BUSINESS:**
 - (a) Pass, Approve and Adopt on 3rd Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and

Maintenance of Gas Distribution System in the City of Kemmerer.

- **NEW BUSINESS:**

- (a) Consideration of Appointment of Shellie Olivia-Jensen to the Fossil Basin Promotion Board At-Large Position for a term which will expire on 12/31/2027
- (b) DBT Transportation Aviation Support and Maintenance Services Agreement
- (c) Accept Bid from Phillip Stranton for the 2014 Ford Interceptor
- (d) Pass, Approve, and Adopt Resolution No. 2025-864, A Resolution Rescinding Resolution No. 2025-862, Authorizing the Transfer of Street Department Savings form FY 24-25 to a Reserve Fund for Future Street Maintenance
- (e) Authorize the Mayor to Sign Check # 18565 to Sage Electric to Replace the Damaged Power Cables to the Airport Runway Lighting
- (f) City Hall Heaters

- **COMMENTS:**

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

- **EXECUTIVE SESSION:**

Personnel

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, NOVEMBER 10, 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

10-27-25 @ 5:45 pm

APPLICATION FOR APPOINTMENT
FOSSIL BASIN PROMOTION BOARD

Applicant Name: Shellie Olivé-Jensen

Applicant Street Address: 59 Cottonwood

Applicant Mailing Address: Box 694 Kemmerer

Applicant Phone Number: 307-747-5236

E-mail Address: shellieoliv73@gmail.com

Is applicant a United States Citizen? Yes No

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

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

Why are you interested in holding a position on the Fossil Basin Promotion Board?
~~to get involved in the community~~ To get involved in the Community
to learn new things, to help promote new ideas
to help with tourism.

What qualifications or expertise do you have that would benefit the Fossil Basin Promotion Board?
I have worked with the public for years
I have help and set up different trips at the Senior Center in
Bishop Valley & Kemmerer. Team player, Organized
people person, good leader

Please identify the three most important current issues facing the Fossil Basin Promotion Board, in your opinion
lodging tax
advertising more events Summer & Winter
Christmas Craft fair w/ trees decorated + for sale.
Events Calander - Brochures OLD History
Haunted house.

Applicant certifies that he/she is a resident of Kemmerer and is a qualified elector.
Signature: Shellie Olivé-Jensen Date: 10/21/25

For office use only:
Date Received: 10-22-25 Received by: DW
Verified applicant is qualified elector: yes md 10-22-25

Presentation

Scott Myers

Consent Agenda (a)

The Kemmerer City Council met in regular session this 13th day of October, 2025, at 6:00 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp and Councilmember Bill Price.

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

Motion was made by Councilmember McConkie to approve the agenda as amended to add New Business Item (g), Authorize the Mayor to Sign Change Order No. 1 for the Rehabilitation of the Airport Lighting Project and New Business Item (h), Staff Direction on the Impact Funding from Lincoln County for the Terra Power Unit #1 Project; seconded by Councilmember Popp and unanimously approved by council present.

DEPARTMENT REPORTS:

Chad Nielson, Public Works Director; John Tibbetts, Golf and Parks Director; Kaylynn Williams, Community Events Coordinator; Lois Hick, Recreation Coordinator; Mike Kahre, Police Chief; and Natasia Diers, City Clerk-Treasurer, gave department reports to the council.

PRESENTATIONS:

Bob King, Lincoln County Economic Development Director gave a presentation to the council on the Wyoming Semi Quincentennial Celebration in Lincoln County. Grayson Seamons, Maddox Seamons, and Graham Calkins made comments to the city council. Adams Calkins presented an idea for a “Winter Sports Complex” at the golf course to the city council.

VISITOR COMMENTS:

None.

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of September 22, 2025 as amended;
 - (b) Approval of the payment of the bills, payroll, and ACH payments as presented;
- | | | | |
|-------------------------------|---------|---------------------------------|-------------|
| 18485 NCPERS | \$48.00 | 18486 Wyoming Retirement System | \$22,984.93 |
| 18487 UMWA | 198.60 | 18488 Ace Hardware | 104.14 |
| 18489 All West Communications | 503.03 | 18490 Avfuel Corp. | 27,762.05 |
| 18491 Barnes, Corey | 840.00 | 18492 Bluemel, Ann | 298.61 |
| 18493 Bugman, Inc. | 265.00 | 18494 Century Equipment Co. | 113.99 |
| 18495 City of Kemmerer Acct | 60.50 | 18496 VOID | 0.00 |
| 18497 VOID | 0.00 | 18498 VOID | 0.00 |

18499 VOID	0.00	18500 VOID	0.00
18501 VOID	0.00	18502 Dex Imaging	62.21
18503 First Bank of Wyoming	5,358.41	18504 First Bank, Divs of Glacier	5,358.41
18505 GoTo Technologies	279.49	18506 Higgins, Thomas	347.34
18507 Intermountain Fire Protection	200.00	18508 J Solutions, LLC	2,120.00
18509 Jorgensen Assoc	9,846.50	18510 JUB Engineers, Inc.	10,627.48
18511 K-D Joint Powers Board	8,719.14	18512 Kemmerer Gazette	1,459.30
18514 Lincoln Cty Sheriff Office	2,460.00	18515 Lincoln County Treasurer	6,639.76
18516 Mountain Peak Builders	650.00	18517 Netwize	2,041.69
18518 Norco, Inc.	15.00	18519 Outlaw Supply, Inc	1,900.50
18520 Pedigree Stage Stop	2,000.00	18521 Pitney Bowes, Inc	426.84
18522 Reed, Zachariah	340.00	18523 Rickert, Shannon	1,250.00
18524 Rocky Mountain Power	12,141.47	18525 Rodgers, Lacy	64.00
18526 South Lin HR Confederation	20.00	18527 South Lin Cty Development	38,509.61
18528 South Lin Hospital District	250.00	18529 Stout Law Center, LLC	6,892.50
18530 Verizon Wireless	494.20	18531 Viviano's Concrete	38,850.00
18532 WAM-WCCA	208.00	18533 Wells Fargo Financial	878.47
18534 Wex Bank	2,006.66	18535 Wyo Asso of Municipalities	660.00
18536 WEBT	45,760.05	18537 Wyo Law Enforcement	2,014.05
18538 Wyoming State Golf Assoc.	200.00	9/24/25 Federal Tax Deposit-ACH	14,676.34
9/24/25 Net Payroll Direct-ACH	51,548.22	9/24/25 AFLAC-ACH	12.24
9/24/25 Expert Pay-ACH	488.54	9/24/25 Orchard Trust-ACH	625.00
10/8/25 Federal Tax Deposit-ACH	15,172.35	10/8/25 Net Payroll Direct-ACH	52,919.27
10/8/25 AFLAC-ACH	12.24	10/8/25 Expert Pay-ACH	488.54
10/8/25 Orchard Trust-ACH	625.00	9/24/25 Workers Comp Prem-ACH	21,682.24
9/30/25 CORE Business Tech-ACH	19.95	9/3/25 WWB-ACH	354.45
9/3/25 WWB-ACH	132.50	9/3/25 Teton Dist.-ACH	505.50
9/10/25 WWB-ACH	103.00	9/10/25 WWB-ACH	121.00
9/10/25 Teton Dist.-ACH	139.50	9/17/25 WWB-ACH	260.10
9/17/25 Teton Dist.-ACH	124.50	9/18/25 WWB-ACH	493.20
9/24/25 Teton Dist.-ACH	111.00	10/1/25 WWB-ACH	293.40
10/1/25 Teton Dist.-ACH	89.00	10/1/25 WWB-ACH	(143.15)
10/1/25 Teton Dist.-ACH	(76.80)		

TABLED BUSINESS:

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

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

NEW BUSINESS:

- (a) Motion was made by Councilmember Ellis to authorize the Mayor to sign the quote for the purchase of the Interface Crossover module from eForce Software Solutions to Caselle; seconded by Councilmember Popp and unanimously approved by council present.
- (b) Motion was made by Councilmember Popp to authorize the Mayor to sign the vehicle buyer's order and any related documents to purchase the 2025 Ford Interceptor and authorize the city treasurer to prepare a budget amendment for the FY 25-26 budget; seconded by Councilmember Price and unanimously approved by council present.
- (c) Motion was made by Councilmember McConkie to authorize the Mayor to sign check no. 18513 to Ken Garff Ford Cheyenne in the amount of \$49,976.00 to purchase the 2025 Ford Interceptor; seconded by Councilmember Ellis and unanimously approved by council present.
- (d) Motion was made by Councilmember Popp to deny the fee waiver application at the South Lincoln Training Event Center by Eric Jenkins for Medicare Changes for 2026; seconded by Councilmember Price. The mayor then called for the question. Those voting "Yea," were Councilmember Ellis, Councilmember McConkie, Councilmember Popp, Councilmember Price and Mayor Bowen. Councilmember Batista voted "Nay." Motion carried.
- (e) Kelly Jo Scott made comments to council.
Motion was made by Councilmember Price to grant a 50% fee waiver to the Rocky Mountain Elk Foundation for their November 15, 2025 annual banquet. In addition, the city council extends its apology to the Rocky Mountain Elk Foundation for the prior miscommunication regarding setup and teardown procedures ; seconded by Councilmember Popp. The mayor then called for the question. Those voting "Yea," were Councilmember Batista, Councilmember McConkie, Councilmember Popp, Councilmember Price and Mayor Bowen. Councilmember Ellis voted "Nay." Motion carried.
- (f) Motion was made by Councilmember Popp to Pass, Approve and Adopt Resolution No. 2025-862, Authorize the Transfer of Street Department Savings from FY 24-25 to a Reserve Fund for Future Street Maintenance; seconded by Councilmember McConkie and unanimously approved by council present.
- (g) Motion was made by Councilmember Popp to authorize the Mayor to sign Change Order No. 1 for the Rehabilitation of the Runway Lighting Project at the airport contingent on the Airport Committee approving the emergency decision within the next 48 hours; seconded by Councilmember Batista and unanimously approved by council present.
- (h) Motion was made by Councilmember Popp to direct the Mayor to have a voucher prepared and sent to Lincoln County requesting impact funds to be used for unmitigated impacts and sent to the County requesting funds to be distributed to the City of Kemmerer per the distribution ratio set established by the industrial siting council during a public hearing in Kemmerer, Wyoming as directed in Wyoming Statute section 39-15-11, for the Terra Power, Kemmerer Unit 1 Project; seconded by Councilmember Batista and unanimously approved by council present.

COMMENTS:

Old Town Hall renewal and rates were discussed by the council. Brian Muir, City Administrator, made comments. Councilmember Batista, Councilmember McConkie, Councilmember Popp, Councilmember Price, and Councilmember Ellis made comments. Mayor Bowen made comments.

There being no further business before the council, Mayor Bowen adjourned the meeting; 8:32 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-14230 DUE FROM OTHERS						
19010	SHUMS CODA ASSOCIATES	11637	PLAN REVIEWS - JUSTICE CEN	10/15/2025	382.50	
21005	UMB CARD CENTER	058618	HEATER	09/11/2025	559.98	
10-23501 CUSTOMER DEPOSITS - SAN.						
30121	CITY OF KEMMERER ACCT.	15.0110.5	APPLY GARBAGE DEPOSIT - D	10/09/2025	64.00	
30121	CITY OF KEMMERER ACCT.	17.3400.9	APPLY GARBAGE DEPOSIT - N	10/09/2025	64.00	
30121	CITY OF KEMMERER ACCT.	21.7270.5	APPLY GARBAGE DEPOSIT - PE	10/09/2025	64.00	
30121	CITY OF KEMMERER ACCT.	21.7387.1	APPLY GARBAGE DEPOSIT - E	10/09/2025	64.00	
30121	CITY OF KEMMERER ACCT.	21.7737.7	APPLY GARBAGE DEPOSIT - JO	10/09/2025	64.00	
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	036319	SODA - CR	09/30/2025	21.98	
10-41-450 PRINTING & REPRODUCTION						
21005	UMB CARD CENTER	VP_07TR9PW	BUSINESS CARDS - RB	09/08/2025	57.52	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - CITY COUNCIL	09/01/2025	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	1025	LODGING TAX - SEPT 2025	10/07/2025	5,242.81	
60226	FOSSIL BASIN PROMOTION BO	1025-02	LODGING TAX	10/15/2025	4,968.80	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	7336258	ENVELOPE SEALER	09/18/2025	11.93	
21005	UMB CARD CENTER	9312252	PRINTER PAPER 8.5 X 14 (3PK)	09/11/2025	40.98	
21005	UMB CARD CENTER	9574642	3 RING BINDERS	09/26/2025	25.74	
10-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	562420	FUEL - ND	09/12/2025	45.99	
21005	UMB CARD CENTER	94535	FUEL - ND	09/15/2025	50.92	
10-43-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	8D318FB	CERAMIC WASH	09/08/2025	27.99	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	ADMINISTRATION LONG DISTA	10/01/2025	3.40	
17099	CENTURYLINK	2345-1025	ADMINISTRATION	10/01/2025	40.40	
17099	CENTURYLINK	2355-1025	ADMINISTRATION	10/01/2025	32.90	
17099	CENTURYLINK	3189-1025	ADMINISTRATION	10/01/2025	80.80	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	10-16-25	SALE OF FORD INTERCEPTOR	10/16/2025	67.10	
11020	KEMMERER GAZETTE	10-9-25	SALE OF 2014 FORD INTERCEP	10/09/2025	67.10	
10-43-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	183966	1 MEAL - ND	09/11/2025	13.61	
21005	UMB CARD CENTER	26418682	1 ROOM/1 NIGHT - ND	09/19/2025	201.40	
21005	UMB CARD CENTER	3975852	FUEL - BM	09/11/2025	52.87	
21005	UMB CARD CENTER	58251	1 MEAL - ND	09/09/2025	11.01	
21005	UMB CARD CENTER	82683	1 MEAL - ND	09/18/2025	18.49	
21005	UMB CARD CENTER	85462968	1 ROOM/3 NIGHTS-ND	09/12/2025	437.95	
21005	UMB CARD CENTER	9010007	1 MEAL - ND	09/10/2025	29.18	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5036226631	XEROX COPIER LEASE - CH	10/15/2025	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	1D9KNLL0	ICLOUD STORAGE	09/16/2025	.99	
21005	UMB CARD CENTER	3227112390	SOFTWARE SUBSCRIPTION	09/24/2025	188.87	
21005	UMB CARD CENTER	G110682409	MICROSOFT 365 SUBSTATION	09/05/2025	103.95	
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - ADMIN	09/01/2025	134.40	
LEGAL SERVICES						
10-45-340 LEGAL SERVICES - GENERAL						
19031	STOUT LAW CENTER, LLC	07-25 CA	LEGAL FEES	10/23/2025	3,317.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	596X01363906	WATER - CH	09/08/2025	36.40	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-0925	FUEL	09/30/2025	180.14	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	036319	PLATES	09/30/2025	6.19	
21005	UMB CARD CENTER	2639447	DOOR STOPPERS	09/09/2025	5.39	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8217-0925	JANITORIAL- CITY HALL	09/30/2025	288.75	
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - BLDGS	09/01/2025	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	1025-INT	BLDG. MAINT INTERNET	09/20/2025	41.50	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4589	FIRE ALARM SYSTEM - CH	09/01/2025	50.00	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-1025	CITY HALL	10/07/2025	97.01	
17007	ENBRIDGE GAS UTAH	7197-1025	CITY HALL II	10/07/2025	15.10	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F46089	OIL FOR CAR	09/06/2025	15.98	
10-50-250 VEHICLE MAINT & REPAIRS						
20005	THE TIRE DEN	1-GS407963	TIRES - JH	09/11/2025	628.00	
21005	UMB CARD CENTER	17413	TIRE MAINT.	09/29/2025	144.00	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	POLICE DEPT. LONG DISTANCE	10/01/2025	.85	
17099	CENTURYLINK	2345-1025	POLICE DEPT.	10/01/2025	40.40	
17099	CENTURYLINK	2355-1025	POLICE DEPT.	10/01/2025	32.90	
10-50-560 SAFETY						
21005	UMB CARD CENTER	0301803	SAFETY EAR MUFFS	09/21/2025	315.36	
21005	UMB CARD CENTER	9210031721	AED PADS	09/19/2025	609.00	
21005	UMB CARD CENTER	F47954	MARKING PAINT	09/18/2025	9.99	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	23942577	CANVA PRO	09/07/2025	120.00	
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - PD	09/01/2025	134.40	
21005	UMB CARD CENTER	N7H3KY9	GPS HUNTING MAPS MEMBER	09/30/2025	36.74	
10-50-820 LINEN AND UNIFORMS						
21005	UMB CARD CENTER	096473	PATROL PANTS	09/18/2025	95.00	
ANIMAL CONTROL						
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-1025	ANIMAL SHELTER	10/07/2025	15.10	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	5274625	OTTERBOX PHONE CASE	09/18/2025	36.99	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	17160	OIL FOR SERVICE	09/17/2025	1,596.00	
21005	UMB CARD CENTER	194047	FUEL - CN	09/26/2025	68.94	
21005	UMB CARD CENTER	75608835	DIESEL FLUID EXHAUST	09/22/2025	815.00	
99234	GUNTER'S SERVICE	STREET - 092	FUEL	09/30/2025	2,047.25	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
11033	KILGORE COMPANIES LLC	1568688	ASPHALT MIX (11.61 TONS)	10/02/2025	1,117.69	
11033	KILGORE COMPANIES LLC	1572710	ASPHALT MIX (11.02 TONS)	10/09/2025	1,060.90	
19000	SAFETY SUPPLY & SIGN CO. IN	195294	SIGN REPAIR SUPPLIES	09/05/2025	1,512.35	
10-66-280 EQUIPMENT MAINTENANCE						
60219	FLOYD'S TRUCK CENTER WY	X303046743:0	FILTERS	09/15/2025	938.54	
16003	PEWAG TRACTION CHAIN INC	4223922	TIRE CHAIN	10/06/2025	3,017.00	
21005	UMB CARD CENTER	135958	SNOW HUNTER, RPM BLOWER	09/15/2025	1,899.11	
21005	UMB CARD CENTER	17318	REPLACE BATTERIES - SH	09/22/2025	570.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	3236257	LIGHT BULBS	09/23/2025	39.24	
21005	UMB CARD CENTER	75608835	WRENCH IMPACT	09/22/2025	289.99	
21005	UMB CARD CENTER	75610044	DE-ICER & ANTIFREEZE	09/29/2025	40.93	
21005	UMB CARD CENTER	76321	BULBS FOR STROKS	09/22/2025	39.96	
21005	UMB CARD CENTER	76533	FILTERS FOR CASE LOADER	09/29/2025	333.38	
10-66-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	F47847	NEW LOCK FOR SHOP DOOR	09/17/2025	152.38	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - STREETS	09/01/2025	33.60	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	STREET DEPT LONG DISTANC	10/01/2025	.56	
17099	CENTURYLINK	2374-1025	STREET DEPT.	10/01/2025	42.77	
21005	UMB CARD CENTER	1025-INT	STREETS INTERNET	09/20/2025	31.45	
10-66-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	023348	MEAL - CN	09/23/2025	59.78	
21005	UMB CARD CENTER	030337	MEAL - CN	09/26/2025	22.13	
21005	UMB CARD CENTER	045329	DINNER @ SNOW CONFERENC	09/23/2025	48.01	
21005	UMB CARD CENTER	056573	MEAL - CN	09/24/2025	32.00	
21005	UMB CARD CENTER	580400009	DINNER @ SNOW CONFERENC	09/24/2025	42.41	
21005	UMB CARD CENTER	88896	3N ROOM STAY - CN	09/26/2025	648.72	
21005	UMB CARD CENTER	88897	3 N ROOM STAY - PT	09/26/2025	648.72	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	77111	LOCATES - 0925	10/09/2025	151.20	
21005	UMB CARD CENTER	75608835	BOTTLED WATER	09/22/2025	23.94	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-1025	STREET DEPT.	10/07/2025	40.47	
10-66-860 SAND						
23047	WYDOT - FINANCIAL SERVICES	154443	SALT & SAND PAPERWORK	09/02/2025	407.00	
23047	WYDOT - FINANCIAL SERVICES	154839	SAND & SALT	09/29/2025	465.52	
SANITATION - OPERATIONS/MAINT.						
10-69-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	1 000282169	CAMERA ON TREE BIN	09/11/2025	20.00	
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI - 0925	FUEL	09/30/2025	1,449.86	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	59X00234	LANDFILL FEES - 0925	09/30/2025	10,127.25	135.03 TONS
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	STREET DEPT LONG DISTANC	10/01/2025	.33	
17099	CENTURYLINK	2374-1025	SANITATION DEPT.	10/01/2025	23.03	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	51426	POSTAGE UTILITY BILLS	10/10/2025	631.09	
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	51426	PRINT UTILITY BILLS	10/10/2025	145.56	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-1025	SAN DEBT	10/07/2025	21.79	
PARKS MAINTENANCE						
10-75-285 BUILDING AND GROUNDS MAINTENAN						
21005	UMB CARD CENTER	F45481	ANTIFREEZE	09/02/2025	13.00	
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	PARKS LONG DISTANCE	10/01/2025	.85	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-1025	BLDG/PARKS SHOP	10/07/2025	139.55	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-340 LEGAL FEES						
19031	STOUT LAW CENTER, LLC	07-25 CA	LEGAL FEES	10/23/2025	122.50	
19031	STOUT LAW CENTER, LLC	07-25 CA	LEGAL FEES	10/23/2025	262.50	
10-86-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	189063	PLANNING & ZONING - 9/25	10/03/2025	1,628.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10069	JUB ENGINEERS INC	189063	PLANNING & ZONING - 9/25	10/03/2025	1,897.50	
19010	SHUMS CODA ASSOCIATES	11637	PLAN REVIEWS - 0925	10/15/2025	212.50	
19010	SHUMS CODA ASSOCIATES	11638	BUILDING INSPECTION - 0825	10/15/2025	420.00	
19010	SHUMS CODA ASSOCIATES	11638	BUILDING INSPECTION - 0925	10/15/2025	540.00	
MUNICIPAL COURT						
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	COURT LONG DISTANCE	10/01/2025	.85	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - COURT	09/01/2025	16.80	
CAPITAL PROJECTS FUND						
PUBLIC SAFETY						
26-70-014 E CITATION SYSTEM						
90269	INTELLICHOICE, INC.	1234443	E CITATION CASELLE INTERFA	10/14/2025	5,780.00	
EVENTS, CULTURE AND TRAINING						
26-72-033 EVENT CENTER CHAIR REPLACEMENT						
21005	UMB CARD CENTER	WN32067740-	4 PACK LIFETIME CHAIRS	09/03/2025	125.98	
21005	UMB CARD CENTER	WN32067740-	REFUND FOR LOST IN TRANSIT	09/18/2025	125.98-	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	75607602	DRUM LINER	09/15/2025	24.99	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0925	GOLF MAINT. INTERNET	09/02/2025	34.51	
54-73-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	211807	MILK SHAKES - JT, ANTHONY T.	09/11/2025	20.83	
54-73-560 SAFETY						
21005	UMB CARD CENTER	75607602	DISOSABLE GLOVES, BOTTLED	09/15/2025	23.18	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-1025	GOLF SHOP	10/07/2025	59.53	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - GOLF MAINT.	09/01/2025	16.80	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	038694	CLEANING SUPPLIES (TECHNI	09/15/2025	36.56	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0925	CLUBHOUSE INTERNET	09/02/2025	34.52	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-1025	GOLF CLUBHOUSE	10/07/2025	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - CLUBHOUSE	09/01/2025	16.80	
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	002908	BAR SUPPLIES / FOOD	09/02/2025	290.16	
21005	UMB CARD CENTER	004386	BAR SUPPLIES	09/15/2025	21.98	
21005	UMB CARD CENTER	031759	BAR SUPPLIES	09/04/2025	23.90	
21005	UMB CARD CENTER	040818	BAR SUPPLIES	09/01/2025	7.39	
21005	UMB CARD CENTER	044662	BAR SUPPLIES	09/10/2025	6.62	
21005	UMB CARD CENTER	057463	BAR SUPPLIES / FOOD	09/18/2025	140.25	
21005	UMB CARD CENTER	060207	BAR SUPPLIES	09/21/2025	53.15	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-260 CONSTRUCTION & REPAIR SUPPLIES						
18099	SAGE ELECTRIC, LLC	2447	REPLACE DAMAGED POWER C	08/25/2025	46,765.20	
55-73-280 EQUIPMENT MAINTENANCE						
11036	KOIS BROTHERS EQUIPMENT	136632	PLOW GUIDE CONNECT	09/25/2025	2,030.47	
21005	UMB CARD CENTER	7560	IMPACT FOR AIRPORT SHOP	09/17/2025	289.99	
21005	UMB CARD CENTER	75607623	WHEEL SPACERS - JD TRACTO	09/15/2025	9.97	
55-73-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3186	PEST CONTROL - AIRPORT	10/16/2025	100.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
15020	OUTLAW SUPPLY, INC.	8214-0925	JANITORIAL - AIRPORT	09/30/2025	215.25	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	AWOS SYSTEM	10/01/2025	2.80	
30100	CENTURYLINK COMMUNICATIO	2350L-1025	AIRPORT LONG DISTANCE	10/01/2025	.85	
17099	CENTURYLINK	2343-1025	AIRPORT	10/01/2025	86.60	
17099	CENTURYLINK	3534-1025	AIRPORT	10/01/2025	70.80	
17099	CENTURYLINK	9838-1025	AWOS	10/01/2025	191.68-	
21005	UMB CARD CENTER	1025-INT	AIRPORT INTERNET	09/20/2025	51.45	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4589	FIRE ALARM SYSTEM - AIRPOR	09/01/2025	50.00	
55-73-895 INCIDENTALS						
21005	UMB CARD CENTER	003266	FLY IN FUEL	09/20/2025	67.94	
21005	UMB CARD CENTER	014295	FLY IN FUEL	09/20/2025	112.79	
21005	UMB CARD CENTER	015345	FLY IN FUEL	09/20/2025	185.72	
21005	UMB CARD CENTER	043737	FLY IN FUEL	09/20/2025	61.42	
21005	UMB CARD CENTER	059722	FLY IN FUEL	09/20/2025	91.66	
21005	UMB CARD CENTER	097296	FLY IN FUEL	09/20/2025	149.44	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
13016	MODERN ELECTRIC CO.	PP#1	LIGHTING & WINDCONE PROJE	10/17/2025	192,186.48	
55-75-015 2025 SEAL COAT & MARK PVMTS						
10157	AMERICAN ROAD MAINTENAN	PP#3	2025 SEAL COAT & MARK PAVE	10/14/2025	8,898.49	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	1023428	NITRITE GLOVES	09/21/2025	12.98	
56-82-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3186	PEST CONTROL - REC CENTER	10/16/2025	60.00	
15020	OUTLAW SUPPLY, INC.	8215-0925	JANITORIAL - REC CENTER	09/30/2025	582.75	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	REC CENTER LONG DISTANCE	10/01/2025	.85	
17099	CENTURYLINK	2365-1025	REC CENTER	10/01/2025	94.73	
17099	CENTURYLINK	2366-1025	REC CENTER	10/01/2025	65.80	
21005	UMB CARD CENTER	1025-INT	REC CENTER INTERNET	09/20/2025	31.45	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV50371	COPIES	10/06/2025	17.52	
56-82-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	128166	WRPA HOTEL BILL	09/22/2025	327.00	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-1025	REC CENTER	10/07/2025	177.11	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5036185541	COPIER LEASE - REC	10/09/2025	259.00	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - REC	09/01/2025	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	SM250783	PORTA POTTY FOR PROGRAM	09/04/2025	45.00	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-1025	OUTDOOR POOL	10/01/2025	80.80	
21005	UMB CARD CENTER	INT-0925	OUTDOOR POOL INTERNET	09/02/2025	34.51	
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-1025	SWIMMING POOL	10/07/2025	91.87	
CULTURAL ARTS AND EVENTS						
ADMINISTRATION						
57-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	7055439	DRY ERASE FINE TIP MARKER	09/13/2025	3.29	
57-43-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	7055439	CELL PHONE CASE	09/13/2025	14.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	F46927	KEY COPY	09/11/2025	2.99	
57-43-285 BUILDING AND GROUNDS MAINT						
21005	UMB CARD CENTER	F46468	PLUMBING FITTING	09/08/2025	2.99	
57-43-360 CONTRACTUAL SERVICES						
20018	BIG PEE INDUSTRIES INC	20908	GREASE TRAP & SEWER	10/15/2025	475.00	
20897	BUGMAN INC	3186	PEST CONTROL - EVENT CENT	10/16/2025	75.00	
90264	INTERMOUNTAIN FIRE PROTEC	4589	FIRE ALARM SYSTEM - EC	09/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8213-0925	JANITORIAL - EVENT CENTER	09/30/2025	357.00	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-1025	EC ALARM	10/01/2025	1.40	
17099	CENTURYLINK	2226-1025	EVENT CTR.	10/01/2025	65.80	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-1025	EVENT CENTER	10/07/2025	189.98	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0925	GOOGLE APPS - EC	09/01/2025	33.71	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	LOGD767388	LINENS	09/03/2025	603.11	
VISITORS' SERVICES						
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0925	VISITOR CTR INTERNET	09/02/2025	34.51	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-1025	VISITOR CENTER	10/07/2025	27.68	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
20897	BUGMAN INC	3186	PEST CONTROL - OTH	10/16/2025	30.00	
90264	INTERMOUNTAIN FIRE PROTEC	4589	FIRE ALARM SYSTEM - OTH	09/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8216-0925	JANITORIAL - 700 CEDAR	09/30/2025	136.50	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-1025	700 CEDAR	10/01/2025	61.30	
17099	CENTURYLINK	2254-1025	700 CEDAR	10/01/2025	61.30	
17099	CENTURYLINK	2915-1025	700 CEDAR	10/01/2025	77.60	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-1025	700 CEDAR	10/07/2025	71.27	
Grand Totals:					317,985.94	

Local Purchases	Non-Local Purchase
\$ 5321.02	\$9002.89

UMB Total: \$ 14,323.91

CREDIT: \$(-125.98)

Big Ticket Purchases:

Stryker Sales Corp MI: \$609.00

Courtyard by Marriott, Loveland CO: \$648.72

Courtyard by Marriott, Loveland CO: \$648.72

Napa Auto Parts, Rock Springs WY: \$1899.11

Best Western, Sheridan WY: \$ 327.00

Amazon, WA: \$315.36

Google*Gsuite_kemmerer, CA: \$537.71

Candlewood Suites, WY: \$437.95

AlSCO Inc., UT: \$603.11

Murdochs, Evanston WY: \$559.98

Consent Agenda (c)



Natasia Diers <ndiers@kemmerer.org>

FBPB resignation

1 message

Jennifer Edinger <jaestarrsmk@yahoo.com>

Thu, Oct 9, 2025 at 2:55 PM

Reply-To: Jennifer Edinger <jaestarrsmk@yahoo.com>

To: Natasia Diers <ndiers@kemmerer.org>, "tclerk@diamondvillewyo.com"
<tclerk@diamondvillewyo.com>

I want to tender my resignation from the FBPB effective immediately. I appreciate my time on the board and experiences from it but am not able to dedicate the time and energy it requires to be a quality member and will step aside so that another may take my place. Thank you.

Jen Edinger

Yahoo Mail: [Search](#), [Organize](#), [Conquer](#)

Consent Agenda (d)

AGENDA ITEM # L (CONSENT)

Department: Administration

Meeting Date: October 27, 2025

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 103

BRIEF DESCRIPTION/JUSTIFICATION:

Despain Quality Realty, LLC /Heidi Despain is entering her 3rd year of leasing Suite 103 at Old Town Hall. Her monthly rent will stay at \$165.43.

RECOMMENDED ACTION: Staff is recommending the approval of the lease with Despain Quality Realty, LLC for Suite 103 at Old Town Hall

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 27th day of October, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Despain Quality Realty, LLC, of 1501 Canyon Road/P.O. Box 272, Kemmerer, WY 83101, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the premises described below having commercial office space therein to let and desires to lease a portion of the premises that is more specifically identified below to a suitable lessee for business purposes.
2. Lessee is in the business of providing realty services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as realtor and matters directly related to that business and desires to lease office space from lessor to conduct that business.
3. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

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

SECTION ONE Description of Premises

Lessor leases to lessee a portion of a commercial office building that is described as a suite on the 1st floor of the building known as "Old Town Hall," located at 700 Cedar Avenue, City of Kemmerer, County of Lincoln, State of Wyoming hereinafter referred to as the "premises" that are more specifically described as follows:

Suite 103 of said building that encloses or consists of approximately 233 (two-hundred and thirty-three) square feet of space.

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

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

SECTION TWO

Term of Lease

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

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of one-thousand nine-hundred eighty-five dollars and sixteen cents (\$1,985.16) for the term of this lease, payable in advance in 12 equal monthly payments of one-hundred sixty-five dollars and forty-three cents (\$165.43). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

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

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of two-hundred ninety-one dollars and twenty six cents (\$291.26) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated,

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

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

SECTION SEVEN Taxes

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

SECTION EIGHT Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting 233 (two-hundred and thirty-three) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately

three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay ***four percent (4%)*** of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of ***six percent (6%)*** of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

SECTION SEVENTEEN
Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

SECTION TWENTY

Services Provided by Lessor

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

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Consent Agenda (e)

AGENDA ITEM # e (CONSENT)

Department: Administration

Meeting Date: October 27, 2025

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 203

BRIEF DESCRIPTION/JUSTIFICATION:

Despain Quality Realty, LLC /Heidi Despain is entering her 3rd year of leasing Suite 203 at Old Town Hall. Her monthly rent will stay at \$52.14.

RECOMMENDED ACTION: Staff is recommending the approval of the lease with Despain Quality Realty, LLC for Suite 203 at Old Town Hall

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 27th day of October, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Despain Quality Realty, LLC, of 1501 Canyon Road, Kemmerer, WY 83101, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the premises described below having commercial office space therein to let and desires to lease a portion of the premises that is more specifically identified below to a suitable lessee for business purposes.
2. Lessee is in the business of providing realty services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as realtor and matters directly related to that business and desires to lease office space from lessor to conduct that business.
3. The parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

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

SECTION ONE Description of Premises

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

Suite 203 of said building that encloses or consists of approximately 79 (seventy nine) square feet of space.

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

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

SECTION TWO

Term of Lease

The lease shall be a one (1) year lease to commence on November 1, 2025 and terminating at midnight on the last day of October, 202. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of six-hundred twenty-five dollars and sixty-eight cents (\$625.67) for the term of this lease, payable in advance in 12 equal monthly payments of fifty-two dollars and fourteen cents (\$52.14). Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

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

SECTION FIVE

Security Deposit

Lessor acknowledges receipt of ninty-one dollars and sixty-four cents (\$91.64) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease,

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

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

SECTION SEVEN Taxes

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

SECTION EIGHT Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting 79 (seventy nine) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of

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

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

SECTION SEVENTEEN
Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

SECTION TWENTY

Services Provided by Lessor

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

SECTION TWENTY ONE

Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Consent Agenda (f)

AGENDA ITEM # f (CONSENT)

Department: Administration

Meeting Date: October 27, 2025

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 201

BRIEF DESCRIPTION/JUSTIFICATION:

Anderson Tax and Consulting/Nicole Anderson is entering her 4th year of leasing Suite 201 at Old Town Hall. Her monthly rent will stay at \$217.80. Monthly rent will increase with the 5th year renewal of the lease.

RECOMMENDED ACTION: Staff is recommending approval of the lease with Anderson Tax and Consulting for Suite 201 at Old Town Hall

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 27th day of October, 2025, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Anderson Tax and Consulting, of 1434 3rd West Ave, Kemmerer WY 83101, herein referred to as lessee.

RECITALS

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

2. Lessee is in the business of providing tax and consulting services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as tax and consulting services and matters directly related to that business and desires to lease office space from lessor to conduct that business.

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

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

SECTION ONE

Description of Premises

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

Suite 201 of said building that encloses or consists of approximately three-hundred and thirty (330) square feet of space.

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

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

SECTION TWO

Term of Lease

The lease shall be a ***twelve (12) month*** lease to commence on ***November 1, 2025*** and terminating at midnight on the last day of ***October, 2026***. This provision does not give lessee any right to hold over at the expiration of the term and lessee shall surrender the premises to lessor immediately on termination of the lease.

Sale of Premises: In the event of any sale of the premises by lessor or the cessation otherwise of lessor's interest therein, lessor shall be and is hereby entirely released from any and all of its obligations to perform or further perform under this lease and from all liability hereunder accruing or arising from and after the date of such sale; and the purchaser, at such sale or any subsequent sale of the premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the lessor under this lease except for those obligations of lessor which have accrued prior to the date of such transfer. Lessee agrees to attorn to such new owner provided such new owner does not disturb lessee's use, occupancy or quiet enjoyment of the premises so long as lessee is not in default of any of the provisions of this lease.

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of ***two-thousand six-hundred thirteen dollars and sixty cents (\$2,613.60)*** for the term of this lease, payable in advance in ***12*** equal monthly payments of ***two-hundred seventeen dollars and eighty cents (\$217.80)***. Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

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

SECTION FIVE Security Deposit

Lessor acknowledges receipt of three-hundred eighty-two dollars and eighty cents (\$382.80) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not paid, other charges, or toward the payment of damages suffered by lessor by reason of any breach of the terms and conditions of this lease by lessee. In no event is the security deposit to be returned until lessee has vacated the premises and delivered possession to lessor. Lessor shall have forty-five (45) days to examine the premises and give an accounting of any damages to the premises before returning the balance of any security deposit that is not retained for repairs or otherwise.

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

Lessor shall not enter the lessee's suite without 24-hour prior written or email notice to lessee. Lessor shall give lessee at least 48-hours after written or email notice has been received by lessee to allow for lessee to arrange to be present at the time of and during entrance into suite. Entry is allowed in case of an immediate emergency.

SECTION SEVEN

Taxes

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

SECTION EIGHT

Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting three-hundred and thirty (330) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay six-percent (6%) of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of nine-percent (9%) of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN
Business Licenses and Other Business Charges

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

SECTION ELEVEN
Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

Lessor gives lessee permission to mount a secure lock box on the hallway wall outside of suite to ensure clients can deliver sensitive documents to lessee when lessee is not present. Lessee is responsible for the cost of installation of said lockbox. Lessee shall, at the termination of this, remove the lockbox and repair the hallway wall to its original state.

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

In addition to the other provisions concerning breach or default as set forth elsewhere in this lease, lessee shall have breached this lease and shall be considered in default hereunder if (1) lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes

an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against lessee under any bankruptcy act, (3) lessee fails to pay any rent or utilities when due and does not make the delinquent payment within five (5) days after receipt of notice thereof from lessor, or (4) lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days after receipt of notice thereof from lessor.

SECTION SEVENTEEN

Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

termination of this lease, lessor will remove all signs.

SECTION TWENTY
Services Provided by Lessor

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

SECTION TWENTY ONE
Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Tabled Business (a)

Tabled Business

AGENDA ITEM # A OLD BUSINESS

=====

Department: ADMINISTRATION

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

~~June 23, 2025~~

~~July 14, 2025~~

~~July 28, 2025~~

~~Aug 11, 2025~~

~~August 25, 2025~~

~~September 8, 2025~~

~~September 22, 2025~~

~~October 13, 2025~~

~~October 27, 2025~~

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

DESCRIPTION/JUSTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED ACTION:

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

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORDINANCE NO. 2025-899

DATE _____

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

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

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

NOW THEREFORE the City Council ordains as follows:

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

2. **Consideration.** In consideration of this Franchise, Enbridge Gas Wyoming shall pay to the City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____
Attn: _____

Phone: _____
Fax: _____

14. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 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)

Consideration of
appointment of Shellie
Oliva-Jensen to the
FBPB

New
Business
(b)

AGENDA ITEM # b (NB OB CONSENT)

Department: Administration

Meeting Date: October 27, 2025

SUBJECT: Agreement with DBT Transportation Services for the maintenance of the Automated Weather Observing System (AWOS) and Navigation Aids (NAVAID) at the Kemmerer Municipal Airport

BRIEF DESCRIPTION/JUSTIFICATION:

WYDOT Aeronautics conducts a competitive procurement process for AWOS and NAVAID maintenance services statewide. An Automated Weather Observing System, as defined by the FAA, is a suite of weather sensors, which measure, collect and disseminate weather data to help meteorologists, pilots and flight dispatchers prepare and monitor weather forecasts, plan flight routes, and provide necessary information for correct takeoffs and landings. A NAVAID is a physical device on the ground that airplanes can detect and fly to. They may be visual or transmitted by radio.

WYDOT has awarded a contract to DBT Transportation Services to maintain AWOS and NAVAIDS for Wyoming general aviation airports. The City is an eligible participant in this program and DBT contracts individually with each airport sponsor. This round of contracts will be for October 1, 2025 through September 30, 2028 at one set annual fee.

The airport committee approved this agreement at their October 20, 2025 meeting.

Once we have entered into these contracts, we can submit an application for a grant to WYDOT to cover the cost of DBT's AWOS services. The NAVAID Service is not covered by the grant. The grant is a 70%/30% split between the state and the airport. We will need to apply for a separate grant each fiscal year until 2028.

The agreement is for \$21,540.00, or \$7,180.00 per year

RECOMMENDED ACTION:

Authorize the mayor to sign the agreement with DBT Transportation Services.

Attachments Provided: Yes X No

Submitted by: Natasia Diers



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party: Name: City of Kemmerer Street: 220 WY Highway 233 City: Kemmerer State: WY Zip: 83101 Contact Name: Contact Email: Contact Phone: Invoice Email: ndiers@kemmerer.org	Serviced Customer Location: Name: Kemmerer Municipal Airport - EMM Street: 220 WY Highway 233 City: Kemmerer State: WY Zip: 83101 Contact Name: Chad Neilson Contact Email: cnielson@kemmerer.org Contact Phone: 307-727-7865
---	--

The Effective Date of this Agreement starts on 10/1/25.

The Term of this Agreement shall be for a period of 3 year(s) from Effective Date.

SERVICES	
<input checked="" type="checkbox"/> Periodic/ Pre-Season Maintenance	
<input checked="" type="checkbox"/> Equipment Restoration	3
<input checked="" type="checkbox"/> Data Services – NADIN	Modem
<input type="checkbox"/> Data Services - ALIS	
<input type="checkbox"/> Data Services - RCR	
<input type="checkbox"/> Other Data Services - (Restorative not Included) Select	_____

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS <input checked="" type="checkbox"/>	DBT VC/VD	III	Tri Annual	9/15/26
DME <input type="checkbox"/>	Select		Select	
GS <input type="checkbox"/>	Select		Select	
LOC <input type="checkbox"/>	Select		Select	
VOR <input type="checkbox"/>	Select		Select	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers <input type="checkbox"/>	Select	Select	Select	
NDB <input type="checkbox"/>	Select		Select	
RVR <input type="checkbox"/>	Select		Select	
RWIS Runway/Road <input type="checkbox"/>	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
<input type="checkbox"/>	Approach Lighting		
<input type="checkbox"/>	Bolt Torquing		
<input type="checkbox"/>	CCR PMA		
<input type="checkbox"/>	Control Tower		
<input type="checkbox"/>	Moventor Skiddometer		
<input type="checkbox"/>	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 7,180.00	Annually
Pricing Year Two	\$ 7,180.00	Annually
Pricing Year Three	\$ 7,180.00	Annually
Pricing Year Four	\$	Select
Pricing Year Five	\$	Select
Contract Total	\$ 21,540.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- Airfield Lighting Statement of Work
- AWOS & Navaid Statement of Work
- Data Services Statement of Work
- DBT Terms and Conditions
- RWIS Maintenance Statement of Work
- Additional Notes and Attachments

Pricing Breakdown:

AWOS Maintenance Service \$6,180.00

NADIN Data Service \$1,000.00

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Nick J Haines*
ENG

Title: Chief Operating Officer

Date: 9/16/25

Contracted Party

By:

Title:

Date:

New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: October 27, 2025

SUBJECT: Accept Bid for 2014 Ford Interceptor

BRIEF DESCRIPTION/JUSTIFICATION:

The City of Kemmerer went out to bid to sale a 2014 Ford Interceptor. The city received two bids. One from Diamondville Collision for \$1,500 and the other from Phillip Straton for \$1,601.00

VIN # for this vehicle is: 1FM5K8AR8EGA75826

RECOMMENDED ACTION:

Accept the bid from Phil Stratton in the amount of \$1,601.00 and authorize the mayor to sign the title for 2014 Ford Interceptor.

Attachments Provided: Yes X No

Submitted by: Natasia Diers, City Clerk-Treasurer

CITY OF KEMMERER, WYOMING
BID FORM

The City of Kemmerer will receive original, signed, sealed bids on this form at the office of the City Clerk-Treasurer, 220 Wyoming Highway 233, Kemmerer, WY 83101, until 2 p.m. local time, Friday, October 17th, 2025, at which time and place the bids will be publicly opened and read aloud for sale of the 2014 Ford Interceptor, as is. **BID IS TO BE IN SEALED ENVELOPE CLEARLY MARKED "2014 Ford Interceptor" - DO NOT OPEN UNTIL 2 P.M. ON OCTOBER 17TH 2025**".

The City of Kemmerer reserves the right to reject any or all bids, to waive any informality in bids, and to accept such bid or bids as may be deemed in the best interest of the seller.

ITEM#	ARTICLE/SERVICE	TOTAL BID PRICE
#1	Sale of one (1) 2014 Ford Interceptor, <u>as is</u> Current Mileage is estimated over 70,000 minimum bid is \$1,500 /or \$1,500 worth of services credit	\$ 1500.00

TOTAL OF BID \$ 1500.00

DATE OF BID Oct 6, 20 25

In compliance with the above, and subject to all conditions hereof, the undersigned offers and agrees to purchase all items upon which prices are quoted, at the price set, if this bid is accepted within 60 days from the date of opening.

The undersigned also agrees to pay for and pick up the within 30 days after notification of the award of the bid to the undersigned.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

NAME OF BIDDER: Diamondville Collision Center LLC
809 Susie Ave
Diamondville, WY 83112

(Address of Bidder)

BY: Jeremy Rodgers

Signature

DATE: 10-6-25

**CITY OF KEMMERER, WYOMING
BID FORM**

The City of Kemmerer will receive original, signed, sealed bids on this form at the office of the City Clerk-Treasurer, 220 Wyoming Highway 233, Kemmerer, WY 83101, until 2 p.m. local time, Friday, October 17th, 2025, at which time and place the bids will be publicly opened and read aloud for sale of the 2014 Ford Interceptor, as is. **BID IS TO BE IN SEALED ENVELOPE CLEARLY MARKED "2014 Ford Interceptor" - DO NOT OPEN UNTIL 2 P.M. ON OCTOBER 17TH 2025".**

The City of Kemmerer reserves the right to reject any or all bids, to waive any informality in bids, and to accept such bid or bids as may be deemed in the best interest of the seller.

ITEM#	ARTICLE/SERVICE	TOTAL BID PRICE
#1	Sale of one (1) 2014 Ford Interceptor, <u>as is</u> Current Mileage is estimated over 70,000 minimum bid is \$1,500 /or \$1,500 worth of services credit	\$ 1,601

TOTAL OF BID \$ 1,601

DATE OF BID 10-10, 2025

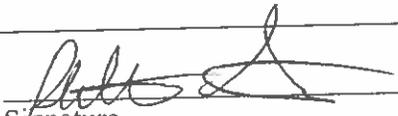
In compliance with the above, and subject to all conditions hereof, the undersigned offers and agrees to purchase all items upon which prices are quoted, at the price set, if this bid is accepted within 60 days from the date of opening.

The undersigned also agrees to pay for and pick up the within 30 days after notification of the award of the bid to the undersigned.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the above quoted prices and that none will be added.

NAME OF BIDDER: Phillip Stanton
720 Knotty Pine St
Green River, WY. 82935

(Address of Bidder) phone # 307-389-6165

BY: _____

Signature

DATE: 10-10-25

New
Business
(d)

AGENDA ITEM # d (NB OB CONSENT)

Department: Administration

Meeting Date: October 27, 2025

SUBJECT: Pass, Approve and Adopt Resolution No. 2025-864, Rescinding Resolution No. 2025-862, Authorizing the Transfer of Street Department Savings from FY 24-25 to a Reserve Fund for Future Street Maintenance.

BRIEF DESCRIPTION/JUSTIFICATION

During the preparation for the City's annual audit, staff identified two invoices from R&D Sweeping that had been miscoded to GL 10-14-230 ("Due from Others") rather than GL 10-66-260 ("Construction and Repair Supplies"). The coding error has been corrected by staff in consultation with the auditors and I have reviewed related transactions to ensure accuracy.

The underlying error has been identified and is being addressed through retraining and increased work product oversight.

As a result of this correction, the previously identified unexpended Street Department funds for FY 2024–2025 have been revised from \$63,614 to \$28,072.

This resolution supersedes Resolution No. 2025-862.

RECOMMENDED ACTION:

Authorize the Mayor to sign Resolution No. 2025-864, rescinding Resolution No. 2025-862, and authorizing the transfer of Street Department savings from FY 2024–2025 to a reserve fund for future street maintenance.

Attachments Provided: Yes No

Submitted by: Natasia Diers

RESOLUTION NO. 2025-864

**A RESOLUTION OF THE CITY OF KEMMERER, WYOMING, RESCINDING
RESOLUTION NO 2025-862, 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 realized cost savings during fiscal year 2024-2025 due to favorable weather conditions; and

WHEREAS, the Governing Body previously approved the transfer of \$63,614.00 in unexpended and unencumbered Street Department funds to a dedicated reserve fund for future street maintenance and improvements; and

WHEREAS, during the preparation of the City's annual audit, an accounting error was identified which reduced the available savings for transfer; and

WHEREAS, the underlying error has been identified and is being addressed through retraining and increased work product oversight; and

WHEREAS, the Governing Body finds it to be in the best interest of the City to revise the amount transferred to accurately reflect the corrected balance of available funds.

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

1. That Resolution No. 2024 is hereby rescinded and the previously authorized transfer amount of \$63,614.00 is hereby amended to reflect the corrected amount of \$28,072.00 in unexpended and unencumbered savings from the Street Department budget for fiscal year 2024-2025.
2. That said amount of \$28,072.00 shall be transferred to a designated reserve fund to be used solely for street maintenance, repairs, improvements, or associated infrastructure needs, as determined by the Governing Body.
3. That the City Treasurer's Office is hereby authorized and directed to make the revised transfer and to manage the reserve fund in accordance with applicable accounting standards and municipal financial policies.

PASSED, APPROVED AND ADOPTED this 27th day of October 2025.

CITY OF KEMMERER, WYOMING

BY:

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

CITY OF KEMMERER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET MAINTENANCE</u>					
10-66-110	.00	163,938.98	164,057.00	118.02	99.9
10-66-111	.00	5,371.70	4,913.00	(458.70)	109.3
10-66-120	.00	12,789.31	12,927.00	137.69	98.9
10-66-130	.00	28,386.55	30,563.00	2,176.45	92.9
10-66-140	.00	52,537.74	61,765.00	9,227.26	85.1
10-66-150	.00	9,600.16	9,530.00	(70.16)	100.7
10-66-210	.00	1,151.58	500.00	(651.58)	230.3
10-66-220	19.98	678.94	2,500.00	1,821.06	27.2
10-66-230	104.78	4,835.54	3,000.00	(1,835.54)	161.2
10-66-240	1,947.32	38,267.57	53,000.00	14,732.43	72.2
10-66-260	1,980.27	60,328.40	100,000.00	39,671.60	60.3
10-66-270	.00	.00	1,000.00	1,000.00	.0
10-66-280	3,852.27	89,046.25	90,000.00	953.75	98.9
10-66-285	113.93	14,432.68	2,500.00	(11,932.68)	577.3
10-66-360	33.60	356.14	1,000.00	643.86	35.6
10-66-410	72.02	1,737.46	1,600.00	(137.46)	108.6
10-66-420	.00	9.68	50.00	40.32	19.4
10-66-440	.00	390.40	450.00	59.60	86.8
10-66-450	.00	.00	100.00	100.00	.0
10-66-510	.00	.00	7,000.00	7,000.00	.0
10-66-520	.00	92.43	1,000.00	907.57	9.2
10-66-540	.00	195.20	500.00	304.80	39.0
10-66-560	23.94	2,041.60	5,000.00	2,958.40	40.8
10-66-610	.00	2,822.63	5,500.00	2,677.37	51.3
10-66-620	301.56	4,239.79	3,300.00	(939.79)	128.5
10-66-621	65.99	773.40	1,000.00	226.60	77.3
10-66-622	31.91	374.86	500.00	125.14	75.0
10-66-710	.00	64,300.92	64,308.00	7.08	100.0
10-66-820	.00	174.99	1,000.00	825.01	17.5
10-66-835	.00	.00	2,500.00	2,500.00	.0
10-66-860	.00	34,050.06	30,000.00	(4,050.06)	113.5
10-66-895	.00	5,023.16	500.00	(4,523.16)	1004.6
TOTAL STREET MAINTENANCE	8,547.57	597,948.12	661,563.00	63,614.88	90.4
TOTAL FUND EXPENDITURES	8,547.57	597,948.12	661,563.00	63,614.88	90.4
NET REVENUE OVER EXPENDITURES	(8,547.57)	(597,948.12)	(661,563.00)	(63,614.88)	(90.4)

Before audit adjustment

CITY OF KEMMERER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET MAINTENANCE</u>					
10-66-110	SALARIES	.00	163,938.98	164,057.00	118.02 99.9
10-66-111	OVERTIME	.00	5,371.70	4,913.00 (458.70) 109.3
10-66-120	FICA	.00	12,789.31	12,927.00	137.69 98.9
10-66-130	RETIREMENT	.00	28,386.55	30,563.00	2,176.45 92.9
10-66-140	HEALTH INSURANCE	.00	52,537.74	61,765.00	9,227.26 85.1
10-66-150	WORKER'S COMPENSATION	.00	9,600.16	9,530.00 (70.16) 100.7
10-66-210	OFFICE SUPPLIES	.00	1,151.58	500.00 (651.58) 230.3
10-66-220	TECHNICAL SUPPLIES	.00	678.94	2,500.00	1,821.06 27.2
10-66-230	SMALL TOOLS	.00	4,835.54	3,000.00 (1,835.54) 161.2
10-66-240	GAS, OIL & LUBRICANTS	.00	38,267.57	53,000.00	14,732.43 72.2
10-66-260	CONSTRUCTION & REPAIR SUPPLIES	35,542.40	95,870.80	100,000.00	4,129.20 95.9
10-66-270	RADIO MAINTENANCE	.00	.00	1,000.00	1,000.00 .0
10-66-280	EQUIPMENT MAINTENANCE	.00	89,046.25	90,000.00	953.75 98.9
10-66-285	BLDG & GROUNDS MAINTENANCE	.00	14,432.68	2,500.00 (11,932.68) 577.3
10-66-360	CONTRACTUAL SERVICES	.00	356.14	1,000.00	643.86 35.6
10-66-410	TELECOMMUNICATIONS	.00	1,737.46	1,600.00 (137.46) 108.6
10-66-420	POSTAGE	.00	9.68	50.00	40.32 19.4
10-66-440	ADVERTISING	.00	390.40	450.00	59.60 86.8
10-66-450	PRINTING & REPRODUCTION	.00	.00	100.00	100.00 .0
10-66-510	TRAINING	.00	.00	7,000.00	7,000.00 .0
10-66-520	TRAVEL & SUBSISTENCE	.00	92.43	1,000.00	907.57 9.2
10-66-540	RECRUITMENT	.00	195.20	500.00	304.80 39.0
10-66-560	SAFETY	.00	2,041.60	5,000.00	2,958.40 40.8
10-66-610	NATURAL GAS	.00	2,822.63	5,500.00	2,677.37 51.3
10-66-620	ELECTRIC	.00	4,239.79	3,300.00 (939.79) 128.5
10-66-621	WATER	.00	773.40	1,000.00	226.60 77.3
10-66-622	SEWER	.00	374.86	500.00	125.14 75.0
10-66-710	EQUIPMENT LEASE	.00	64,300.92	64,308.00	7.08 100.0
10-66-820	LINEN AND UNIFORMS	.00	174.99	1,000.00	825.01 17.5
10-66-835	CLAIMS AND DAMAGES	.00	.00	2,500.00	2,500.00 .0
10-66-860	SAND	.00	34,050.06	30,000.00 (4,050.06) 113.5
10-66-895	INCIDENTALS	.00	5,023.16	500.00 (4,523.16) 1004.6
TOTAL STREET MAINTENANCE		35,542.40	633,490.52	661,563.00	28,072.48 95.8
TOTAL FUND EXPENDITURES		35,542.40	633,490.52	661,563.00	28,072.48 95.8
NET REVENUE OVER EXPENDITURES		(35,542.40)	(633,490.52)	(661,563.00)	(28,072.48) (95.8)

after audit adjustment

VENDOR	991789	R & D SWEEPING & ASPHALT	9/09/2024	Check No: 17602
INVOICE NO	INV DATE	DESCRIPTION	INV TOTAL	
17545	8/26/2024	ASPHALT PATCHING (896SF)	9,542.40	

TOTAL NET AMOUNT: 9,542.40

CITY OF KEMMERER
220 WYOMING HIGHWAY 233
KEMMERER, WY 83101

1ST BANK
716 PINE AVE.
KEMMERER, WYOMING 83101
89-33/1023
2

017602

17602

MUST BE CASHED WITHIN 90 DAYS

PAY	DATE	AMOUNT
	9/09/2024	9,542.40
Nine Thousand Five Hundred Forty-two and 40/100 Dollars		

TO THE ORDER OF R & D SWEEPING & ASPHALT
1931 YELLOWSTONE ROAD
ROCK SPRINGS WY 82901

COPY NOT NEGOTIABLE

AUTHORIZED SIGNATURE

⑈017602⑈ ⑆102300336⑆ 11 80765 8⑈

CITY OF KEMMERER
R & D SWEEPING & ASPHALT (991789)
1931 YELLOWSTONE ROAD
ROCK SPRINGS WY 82901

017602

DATE	INVOICE #	DESCRIPTION	9/09/2024 AMOUNT	17602 GL ACCOUNT #
8/26/2024	17545	ASPHALT PATCHING (896SF)	9,542.40	10-14230

Total Amount: \$9,542.40

**CITY OF KEMMERER
PURCHASE REQUISITION**

Invoice # 17545

Vendor # 991789
New Vendor

Vendor Name: B & D Sweeping &
Vendor Address: Asphalt

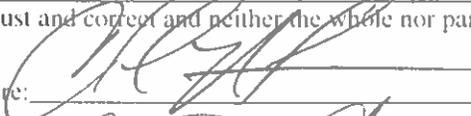
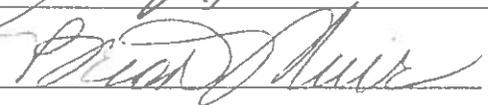
Invoice Date: 8-26-24

9/4/24

Exp. Account#	Quantity	Item Description	Unit Cost	Cost
10-14232		Asphalt Patching (896SF)		9,542.40
		Should have been coded to		
		10-66-360 Fixed		
		in the 14/25 period md		
		Total		\$ 9542.40

I do solemnly swear, under the penalty of perjury, that the above account is just and correct and neither the whole nor part of the same has been paid by the City of any individual.

Comments: _____

Dept. Head Signature: 
City Administrator Signature: 

INVOICE

**R AND D SWEEPING AND
ASPHALT MAINTENANCE LC**
1931 Yellowstone Rd
Rock Springs, WY 82901-3245

ap@rdsweeping.net
307-362-5606

City of Kemmerer - Customer

Bill to

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

Ship to

City of Kemmerer
City of Kemmerer
P.O. Box 365
Diamond ville, WY 83116

Invoice details

Invoice no.: 17545
Terms: Net 30
Invoice date: 08/26/2024
Due date: 09/25/2024

#	Product or service	Description	Qty	Rate	Amount
1.	12	Asphalt Patching 896 sq ft	1	\$9,542.40	\$9,542.40

Total

\$9,542.40

Ways to pay



Pay invoice

PAID

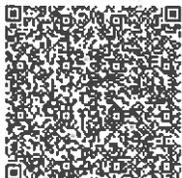
SEP 09 2024

CITY OF KEMMERER

View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)



CITY OF KEMMERER

017686

VENDOR:	991789	R & D SWEEPING & ASPHALT	10/14/2024	Check No: 17686
INVOICE NO	INV DATE	DESCRIPTION		INV TOTAL
17664	9/18/2024	ASPHALT PATCHING (4493SF)		26,000.00

TOTAL NET AMOUNT: 26,000.00

CITY OF KEMMERER
220 WYOMING HIGHWAY 233
KEMMERER, WY 83101

MUST BE CASHED WITHIN 90 DAYS

1ST BANK
716 PINE AVE.
KEMMERER, WYOMING 83101
99-33/1023
2

017686

17686

PAY	DATE	AMOUNT
Twenty-six Thousand and 00/100 Dollars	10/14/2024	26,000.00

TO THE ORDER OF R & D SWEEPING & ASPHALT
1931 YELLOWSTONE ROAD
ROCK SPRINGS WY 82901

COPY NOT NEGOTIABLE

AUTHORIZED SIGNATURE

⑈017686⑈ ⑆102300336⑆ 11 80765 8⑈

CITY OF KEMMERER

R & D SWEEPING & ASPHALT (991789)
1931 YELLOWSTONE ROAD
ROCK SPRINGS WY 82901

017686

DATE	INVOICE #	DESCRIPTION	10/14/2024 AMOUNT	17686 GL ACCOUNT #
9/18/2024	17664	ASPHALT PATCHING (4493SF)	26,000.00	10-14230

Total Amount: \$26,000.00

INVOICE

R AND D SWEEPING AND
ASPHALT MAINTENANCE LC
1931 Yellowstone Rd
Rock Springs, WY 82901-3245

ap@rdsweeping.net
307-362-5606

City of Kemmerer - Customer

Bill to

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

Ship to

City of Kemmerer
City of Kemmerer
P.O. Box 365
Diamond ville, WY 83116

Invoice details

Invoice no.: 17664
Terms: Net 30
Invoice date: 09/18/2024
Due date: 10/18/2024

#	Product or service	Description	Qty	Rate	Amount
1.	12	Asphalt Patching: 4493 sq ft	1	\$26,000.00	\$26,000.00

2.

Total

\$26,000.00

Ways to pay

BANK

Contact R AND D SWEEPING AND ASPHALT MAINTENANCE LC to pay.

[View and pay](#)

PAID
SEP 23 2024
CITY OF KEMMERER

View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)

New
Business
(e)

AGENDA ITEM # 2 NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: October 27th, 2025

SUBJECT: Payment to Sage Electric for Airport Electrical Repair for Allwest Damage

DESCRIPTION/JUSTIFICATION:

As stated in our August 11, 2025 City Council meeting, on June 23rd 2025, during All West Communications' construction of the installation of telecommunications lines and equipment (fiber) at the Kemmerer Municipal Airport, there were at least three cuts to the wiring at the Kemmerer Municipal Airport (EMM), including electrical, resulting in a loss of power to our runway lighting, among other problems.

Allwest sub-contractors were the ones who damaged the lines and the Kemmerer Airport has an Easement Agreement with Allwest. The Airport Board recommended to the City, as the Managing Agent of Kemmerer Airport, that we contract with a firm to get it repaired, no later than Thursday August 14th 2025, then get reimbursed later from Allwest. The firm we contracted with was Sage Electric Solutions and they completed the work as shown in the attached Scope of Work, including the alternate costs for the Old Vault Feeder Repair and Weather Station Area as follows:

- Materials \$19,367.44
- Labor \$28,896.00
- Equipment \$9,782.35
- **Sub-total: \$58,045.79**
- Alternate Cost Old Vault Feeder Repair \$4981.85
- Alternate Cost Weather Station Area \$3,105.00
- **Total: \$66,132.64.**

Since the August 11, 2025 meeting staff has followed up with Sage Electric and found that Fibertel, a sub-contractor of Allwest, did pay them for the \$19,367.44 in materials, leaving a balance owing to Sage of \$46,765.20, which invoice #2447 is attached.

Staff has also been working on a settlement agreement with the sub-contractor's insurance company to get the remainder and Allwest has verbally communicated that they will pay for our staff time, including attorney fees for doing this work.

Note that Sage Electric has also submitted another invoice for \$2,783.79 for a change order on this project. Staff is asking for further explanation and documentation on this. When such is submitted, the Airport Board will need to review and approve before submitting to the City, who is the managing agent of the airport.

RECOMMENDED ACTION:

Authorize the City, as Managing Agent of the Kemmerer Airport, to pay Sage Electric Solutions Invoice #2447 for \$46,765.20 for work they did to repair and replace the damaged power cables to the Kemmerer Airport Runway Lighting, according to the attached Scope of Work; then continue to seek reimbursement from Allwest Communications, their sub-contractors, and any insurance companies, for such replacement and repairs, and the associated time of staff to pursue such reimbursement.

RECOMMENDED ACTION:

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

SAGE ELECTRIC SOLUTIONS, LLC

4996 STATE HWY 374
Green River, WY 82935

Invoice

Date	Invoice #
8/25/2025	2447

Bill To
KEMMERER AIRPORT 893 NORTH 450 WEST SPRINGVILLE. UT 84663

P.O. No.	Terms	Project
KEMMERER AIR...	Net 30	*E3176- KEMMERER AIR...

Quantity	Description	Rate	Amount
	FINAL INVOICE - PO #25010183		0.00
	PROPOSAL COST-LABOR	28,896.00	28,896.00
	PROPOSAL COST-EQUIPMENT	9,782.35	9,782.35
	ALTERNATE COST-OLD VAULT FEEDER REPAIR	4,981.85	4,981.85
	ALTERNATE COST- WEATHER STATION AREA	3,105.00	3,105.00
	*MATERIALS \$19,367.44 INVOICE 2422 PAID 8/13/2025 SEE ATTACHED		
		Total	\$46,765.20

SAGE ELECTRIC SOLUTIONS, LLC

4996 STATE HWY 374
Green River, WY 82935

Invoice

Date	Invoice #
8/25/2025	2447

Bill To
KEMMERER AIRPORT 893 NORTH 450 WEST SPRINGVILLE, UT 84663

P.O. No.	Terms	Project
KEMMERER AIR...	Net 30	*E3176- KEMMERER AIR...

Quantity	Description	Rate	Amount
	FINAL INVOICE - PO #25010183	19,367.44	19,367.44
	LABOR	28,896.00	28,896.00
	EQUIPMENT	9,782.35	9,782.35
	OLD VAULT FEEDER REPAIR	4,981.85	4,981.85
	WEATHER STATION AREA	3,105.00	3,105.00
		Total	\$66,132.64



3101 HWY 374
 GREEN RIVER, WY 82935
 PHONE: 307-382-0648

FIELD TICKET # 4773

PO#: E3176
DATE: 8-14-25
CLIENT: Kemmerer Airport
AFE:
LOCATION: Airport
FIELD REP:
SIGNATURE:

DESCRIPTION OF WORK: Mobilized jobsite, pulled old cables/LOTO. Fed Mule / Mandrel, Blew out conduit sleeve / Replaced conduits under Road, pulled #8 SKU cables for Run way lights

ITEM-DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<u>EQUIPMENT</u>			
#19 Truck / Trailer	11 hrs		
#37 Truck / Compressor	11 hrs		
#29 Truck / #43 Truck	11 hrs		
<u>MATERIALS</u>			
<u>LABOR</u>			
x 2 per Drum			
S-Mayer	11 hrs		
R-Gomez	11 hrs		
M-Mooney	11 hrs		
T-Davenport	11 hrs		
CLIENT COPY			
A-housekeeper	11 hrs		
C-Pechero	11 hrs		
I-Macdonald	11 hrs		
		SUBTOTAL	



3101 HWY 374
 GREEN RIVER, WY 82935
 PHONE: 307-382-0648

FIELD TICKET # 4774

PO#: E3176
DATE: 8-15-25
CLIENT: Kempler Air port
AFE:
LOCATION: Air port
FIELD REP:
SIGNATURE:

DESCRIPTION OF WORK: pulled mandrell / Mule tape through conduits, pulled wind sock cables, papi cables, and Cab 6 cables, terminated Runway lights home run / papi lights / wind sock & tested Runway lights, Demobilized site

ITEM-DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<u>EQUIPMENT</u>			
#19 Truck / Trailer	6hrs		
#29 Truck / 43 Truck	9hrs		
#37 Truck / Compressor	9hrs		
<u>MATERIALS</u>			
<u>LABOR</u> X 6 per Drum			
S-Meyers	6hrs		
R-Gomez	9hrs		
M-Mooney	6hrs		
T-Davenport	9hrs		
CLIENT COPY			
A-housekeeper	9hrs		
C-pacheco	9hrs		
		SUBTOTAL	



3101 HWY 374
 GREEN RIVER, WY 82935
 PHONE: 307-382-0648

FIELD TICKET # 5923

PO#: E3176
DATE: 7-11-2025
CLIENT: Kemmerer Airport
AFE:
LOCATION: Kemmerer Airport
FIELD REP:
SIGNATURE:

DESCRIPTION OF WORK:

Dig holes to locate conduit
 Transport equipment

ITEM-DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<u>EQUIPMENT</u>			
crew truck 034	6		
T1 Trailer	6		
<u>MATERIALS</u>			
<u>LABOR</u>			
AP-Driver	6		
AP-m. Heiton	6		

CLIENT COPY

Per d'cmx2

SUBTOTAL

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Sage Electric Solutions

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

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

Scope of Work

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

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

Damaged Cables and Conduit Old Vault Feeders Panel LP

Conduit – 2" Conduit PVC 20ft

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

Alternate Cost Breakdown for Old Vault Feeder Repair

Materials - \$1,931.85

Labor - \$2,450.00

Equipment - \$600.00

Alternate Cost Total - \$4,981.85

Damaged Cables and Conduit to the Weather Station Area

Conduit - 2" Conduit PVC 20ft

1 – Multi conductor comms cable approximate length 300ft

Alternate Cost Break Down to the Weather Station Area

Materials - \$1,280.00

Labor - \$1,500.00

Equipment - \$325.00

Alternate Cost Total - \$3,105.00

Proposal Cost Break Down Alternates Costs Not Included Below

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

Proposal Total: **\$58,045.79**

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

Price is valid for 30 days.

SINCERELY,

Ryan Williams 7/16/2025

Damaged Cables and Conduit for Runway Power

Conduit #1 - 2" Conduit PVC 40ft

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

Conduit #2 – 2" Conduit PVC 40ft

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

Conduit #3 – 2" Conduit PVC 40ft

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

All Sage Provided Materials for Runway Power

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

Excluded work

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

Clarifications

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

New
Business
(f)

AGENDA ITEM # f NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: October 27th, 2025

SUBJECT: Heaters for City Hall Offices

DESCRIPTION/JUSTIFICATION:

Two City Hall Heaters (Reznor brand) purchased from and installed by Landmark Plumbing and Heating in Evanston in June 2022 for \$9,000 recently stopped working and require replacement. Tom’s HVAC inspected the heaters and their opinion is that the heaters should have used steel instead of aluminum for some of the components based on our climate and that contributed to early failure of the system.

Landmark was contacted and they are no longer under warranty. They came on-site to evaluate and agreed that the heaters needed to be replaced. Quotes for three options are below. Note that currently we are running our electric heaters more often and have added one more bigger electric heater and that the longer we wait, the higher our electric bill will be, counteracting any savings from waiting to go with the lower quote.

Vendor	Estimate	Description	Warranty	Parts Arrive
Tom’s HVAC Evanston	Option 1 \$31,820	Modine 250k Duct Heater Replacement— Provide install 2 new Reznor Duct Heaters with Stainless Exchanger	1 Year	3 to 4 Wks
Tom’s HVAC Evanston	Option 2 \$13,570	Remove replace (short- term fix) Unit Heat Aluminum Exchanger	1 Year	3 to 4 Wks
Landmark Plumbing and Heating Evanston	\$21,371.89	Remove both Reznor furnaces with similarly size units that have stainless steel fire boxes.	1 year parts; 1 year for install	6 weeks

RECOMMENDED ACTION:

Given the uncertainty of how cold the weather might be in 4 to 6 weeks, and the chance we may not even be able to get the office warm enough to function, choose Tom’s HVAC Option 1 at \$31,280 with a possible and hopeful three to four week delivery.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator/John Tibbetts, Golf, Parks and Building Director



SUBMITTAL SCHEDULE & DATA

Indirect Gas-Fired Indoor or Outdoor Duct Furnaces

Job Name: Josh Duct Furnace
Location:
Submitted by: Matt Butler

Date:
Engineer:
Architect:
Contractor:

		Unit Tag	
Model Number	DFP250TFRNN14A1		
Quantity of Units ¹	1		
Btu/Hr Input (each)	208,047		
Btu/Hr Output (each)	168,518		
CFM	2,630		
Altitude	4001-4500		
Temperature Rise (°F) (each)	70.0		
Airside Pressure Drop ("W.C.) (each)	0.23		
Gas Type	Natural with Retry Ignition		
Gas Control Type	Single Stage		
Supply Voltage ²	115/60/1		
Control Voltage	24 V - 40 VA		
Heat Exch/Burner/Drip Pan Mat.	409 Stainless Steel		
Unit Amps	2.35		
Operating Weights Each (lbs)			
Base Model	225		
Total with Options/Accys ³	226		
Shipping Weights Each (lbs)			
Base Model	286		
Total with Options/Accys ³	287		

Notes:

1. For units configured as "Electronic Modulation – Multiple Furnaces", Quantity of Units represents the quantity of multiple furnace sets.
2. All units are single phase voltage. For units used on 3-phase supply voltage systems, the units will be wired line-to-line on one phase only.
3. See attached pages for Options and Accessories included.



AccuSpec V4.63

SUBMITTAL SCHEDULE & DATA

Indirect Gas-Fired Duct Furnace/Make-Up Air Units

Model	Description	Qty	Tag
DFP250TFRNN14A1	Indoor Duct Furnace	1	
62016	DFP250TFRNN14A1	1	
67248	High Altitude Kit, 4001-4500 ft. Altitude	1	



DFP MODEL NOMENCLATURE

Tag:

1	2	3	4,5,6	7	8	9	10	11	12	13	14	15
D	F	P	250	T	F	R	N	N	1	4	A	1

1 - Product Type (PT)

D - Indoor Duct Furnace

2 - Unit Configuration (UC)

F - Furnace

3 - Venting (V)

P - Power

4,5,6 - Furnace Input Rating (MBH)

250 - 250,000 Btu/Hr Input

7 - Heat Exchanger/Burner/Drip Pan Material (HE)

T - 409 Stainless Steel

8 - Development Sequence Designation (DS)

F - Single Stage

9 - Access Side (AS) (as viewed with air blowing toward you)

R - Right Hand

10 - Air Temperature Rise (ATR)

Non-Specific - 60-100F (with baffle)

11- Gas Type (GT)

N - Natural with continuous retry ignition controller

12 - Gas Valve (GV)

1 - Single Stage

13- Additional Safety Switches (SS)

4 - No Additional Switches (Standard)

14 - Supply Voltage (SV)

A - 115/60/1 (Unit Voltage is 115V/60Hz/1ph)

15 - Transformer (TR)

1 - 40 VA



GENERAL PERFORMANCE DATA



Intertek

General Performance Data (Per Furnace)

Tag:	
Model	DFP250
At 0' Elevation	
Btu/Hr. Input	250,000
Btu/Hr Output	202,500
Minimum Air Temp Rise (°F)	19.6
Maximum Air Temp Rise (°F)	98.2
Minimum CFM	1875
Maximum CFM	9375

As Configured at 4001-4500 Ft. Elevation

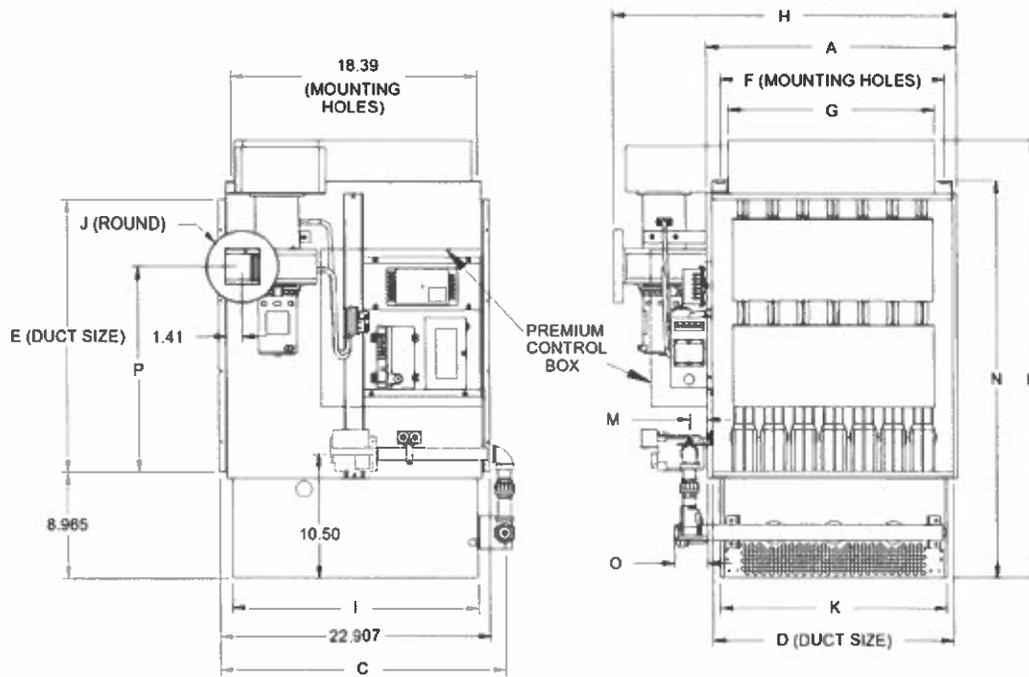
Btu/Hr. Input	208,047
Btu/Hr Output	168,518
Configured Air Temp Rise (°F)	70.0
Configured Airflow	2,630



AccuSpec V4.63

DIMENSIONS – UNIT

Model DFP250 Dimensions



Tag:

Dimensions (inches)

A	27.33
B	37.05
C	24.09
D	27.13
E	23.07
F	26.01
G	24.6
H	35.79
I	20.68
J	6
K	26.44
M	1.94
N	33.65
O (max. approx.)	6.2
P	17.4
Gas Connection Pipe Size	3/4"
Base Model Weight (lbs) (each)	193
Control Box Type	Standard

Note: This is a general submittal drawing showing right hand access. Left hand access units will be rotated.

SPECIFICATIONS

Tag:

SUBMITTALS

All information in this document, as provided by Modine Manufacturing Company, is provided without representation or warranty of any kind as to the user or any other party, including, without limitation, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT. To the greatest extent permitted by applicable law, Modine Manufacturing Company assumes no liability, and the user assumes all liability and risk, for the use or results from the use of this document or the information contained herein, whether as modified by the user or not. This document must be carefully reviewed by the Engineer to ensure it meets the requirements of the project and local building code(s).

As Modine Manufacturing Company has a Continuous Product Improvement program, it reserves the right to change design and specifications without notice.

QUALITY ASSURANCE

The duct furnace(s) shall include ETL design certification for use in both the US and Canada to the ANSI Z83.8 - latest revision, standard for "Gas Unit Heater and Gas-Fired Duct Furnaces" for safe operation, construction, and performance.

Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

WARRANTY

Gas-Fired Heat Exchangers: One year from date of first beneficial use by buyer or any other user, within one year from date of resale by buyer in any unchanged condition, or within 18 months from date of shipment from seller, whichever occurs first.

Sheet Metal: One year from date of first beneficial use by buyer or any other user, within one year from date of resale by buyer in any unchanged condition, or within 18 months from date of shipment from seller, whichever occurs first.

All Other Parts: Two years from date of first beneficial use by buyer or any other user, within two years from date of resale by buyer in any unchanged condition, or within 30 months from date of shipment from seller, whichever occurs first.

MANUFACTURERS

The basis-of-design product for the indirect gas-fired duct furnace unit is the Modine model DFP.

MECHANICAL CONFIGURATION

Unit(s) shall be designed for indoor installation and shall have right side control access when looking into the discharge.

The duct furnace shall be provided with four mounting holes to insure level hanging of suspended units. The unit shall also be designed to allow for slab mounting on a non-combustible surface.

VENTING ARRANGEMENT

The venting shall be power vented with an integral, factory installed power exhauster with a side access round vent connection to allow for tighter installation to duct system components. The furnace controls shall include a differential air pressure switch to ensure proper venting and power exhauster operation. The unit shall be tested

to insure proper ignition when the unit is subjected to 40 mile per hour wind velocities.

UNIT CASING

The unit casing shall be constructed of not less than 20 gauge aluminized steel.

HEAT EXCHANGER AND GAS TRAIN

The heat exchanger(s) shall be made of 20 gauge 409 stainless steel tubes and headers. Each heat exchanger tube shall be individually and directly flame-fired. The heat exchanger tube shall be contoured and dimpled to provide efficient heat transfer and crimped to allow for thermal expansion and contraction. The flue collector box shall be made of 20 gauge aluminized steel.

The thermal efficiency of the unit(s) shall be a minimum of 81% efficient for all air flows within the temperature rise range.

The heat exchanger(s) seams and duct connections shall be certified to withstand 3.0" W.C. external static pressure without burner flame disturbance.

The burner(s) shall be made of the same material as the heat exchanger with a thickness of not less than 28 gauge. Burner(s) shall have non-clogging, slotted ports with a stainless steel separator strip designed for good lighting characteristics without noise of extinction for both natural and propane gas. The burner(s) shall be located for service removal without disconnecting the main gas supply piping.

The bottom of the unit shall be angled for draining any condensation to the center of the unit. The condensation shall be removed through the connection of a drain to the knockout opening in the bottom pan. The drain pan shall be constructed of 20 gauge 409 stainless steel.

The gas manifold piping shall allow for gas piping connection on the side of the unit for slab mounted units and through the unit bottom for suspended units. The manifold shall include a ground joint union for ease of servicing of the orifices without removing the burner assembly or main gas valve string.

The orifices shall be provided on both natural and propane gas with adjustable air shutters for controlling the primary air mixture.

The ignition controller(s) shall be 100% shut-off with continuous retry for natural gas.

The gas pressure shall be between 6-7" W.C for natural gas.

The solid state ignition system shall intermittently light the pilot each time the system is energized. Once the pilot is proven, the main gas valve shall open and allow gas flow to the main burner.

The unit gas controls shall be provided with the following:

Single-stage gas controls with a single-stage combination gas control and an ignition control for use with a single-stage low voltage thermostat. The unit fires at 100% full fire based on a call for heat from the thermostat.

A 1/8" manifold pressure tap shall be located after all valves to test the manifold pressure directly before the main burner orifices.

Automatic reset high limit switch.

The unit shall include a high altitude kit for operation at elevations of 4001-4500 feet above sea level.

THERMOSTAT(S)

The unit shall be provided with no thermostat. A customer supplied thermostat is required.

ELECTRICAL

All electrical components shall carry UL, ETL, or CSA listing.

The unit shall be provided with a single gas control transformer to step down the supply voltage to 24V.

A control terminal board shall be provided to prevent the unit from being incorrectly wired.

Tom's HVAC

233 Main St
 Evanston, WY 82930
 (307) 789-8894
 office@tomshvacllc.com

Estimate

ESTIMATE#	1076897932
DATE	10/17/2025
PO#	

CUSTOMER
City of Kemmerer 220 Wyoming Hwy 233 Kemmerer WY 83101

SERVICE LOCATION
City of Kemmerer City Hall 220 Wyoming Hwy 233 Kemmerer WY 83101

DESCRIPTION	<p>Scope Of Work . Repair Options For ducted heaters</p> <p>Excludes Patching of walls or ceiling if access hole is needed</p> <p>Note: Ignore Total at bottom of page We will only be doing one of the options</p> <p>.All work will be done to local/national codes (SMACNA, IFGC) Toms HVAC will warranty all work for 1yr from start up. Honor any manufacturer warranty provided with the equipment. Toms HVAC will be responsible for cleaning the work area at the end of each shift. Toms HVAC employees will work as safely as possible following OSHA standards and do the job as efficiently as possible to help maintain the job schedule.</p>
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Estimate			
Description	Qty	Rate	Total
Modine 250K Duct Heater Replacement (Option 1) Scope of Work Long Term Fix 3-4 Weeks Out * Remove/Dispose of Existing Unit * Provide/Install 2 New 250k Reznor Duct Heaters with Stainless Exchanger * Adapt to Existing flue, Ductwork, Gas Line * Perform Proper Startup with altitude deration			31,820.00
Heat Exchanger Replacement Scope of work (Short Term Fix) 3-4 week Out * Remove/ Replace Unit Heat Exchanger * Perform Co Test to Verify Exchanger is installed properly * Perform Combustion Test to ensure system is firing properly to prevent future failure * Replace Gas valve and pilot assembly on one of the units due to mechanical issues			13,570.00

CUSTOMER MESSAGE

PAYMENT TERMS NET 30 DAYS

PROPOSAL VALID FOR 30 DAYS

Acceptance of Proposal- The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, as specified. Payment will be made as outlined above.

Authorized
Signature _____

Acceptance
Signature _____

Date _____

Estimate Total:

\$45,390.00



QUOTE #500

SENT ON:

Oct 23, 2025

RECIPIENT:

City of Kemmerer

220 Wy. Hwy 233
Kemmerer, WY 83101

SENDER:

Landmark Plumbing and Heating

PO Box 730
Evanston, Wyoming 82931

SERVICE ADDRESS:

220 Wy. Hwy 233
Kemmerer, WY 83101

Phone: 307-789-8793

Email: landmark05llc@yahoo.com

Product/Service	Description	Qty.	Unit Price	Total
Replace Reznor furnaces	Remove both Reznor furnaces with similiar size units that have stainless steel fire boxes. Price includes disposal of both old units. Install will take several days. Price does not include electrical changes if needed. Price includes all material, labor and shipping. We need to collect payment for the new heaters and the shipping to be able to order the units.	1	\$21,371.89	\$21,371.89

A deposit of \$15,500.00 will be required to begin.

Total

\$21,371.89

It will take 6 weeks to receive the new units from when they are paid for and ordered. Warranty on this type of unit is 12 months from the factory and 12 months for the install.

This quotation is valid for a period of 30 days, after which the values may be subject to change.