



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

5:00 p.m. – Pre-Meeting Workshop

Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** December 8, 2025
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
Union Wireless
Fossil Basin Chamber of Commerce – Jessica Lozier
- **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 November 24, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the Mayor to sign the lease agreement with Anderson Tax & Consulting for Suite 204 at Old Town Hall.
- **NEW BUSINESS:**
 - (a) Clubhouse Opening for the Winter
 - (b) Lincoln County Extension Office Contract at Event Center
 - (c) NAVAID Maintenance Grant Application

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

- **EXECUTIVE SESSION:**
Personnel

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, DECEMBER 22, 2025.

Top 13 Prioritized Strategic Focus Goals/Projects for FY 2025-2026

These are the Top 13 prioritized strategic focus goals and projects for Fiscal Year 2025-2026.

1. Infrastructure—Streets, sidewalks, storm drains, updated wastewater treatment facility/lines, better water quality—funded by 6-penny (special purpose tax), storm drain fund, municipal option, LID, etc. Look at general fund and over/under of departments.
2. Review/re-write/update city ordinances/codes and fairly enforce—focus on beautification and public safety, more bite on bank-owned properties, work with judge and police chief to improve, campers/trailer problems need solving. Enforce/repeal laws.
3. Compensate employees fairly.
4. Establish a public portal on city website--report road damage and monitor repair response time, and progress for citizens to view/communication on web site--agenda, budget
5. New city shop/City Hall Complex—Campus style
6. Improve City's curb appeal and bring back pride in the community, starting with city-owned properties
7. Economic development--promote local businesses, find new businesses, business growth. Add to local revenue/sustainable employment
8. Restructure city departments to maximize efficiency, create umbrella department "Parks & Rec" to cut cost.
9. Permanent Stage in triangle for events, entertainment, weddings.
10. Build City Reserves
11. Weed control--city & private property
12. Archie Neil Park improvements--concrete in front of concessions, new basketball backboard
13. Training--All departments

Presentations

1. Union Wireless
2. Fossil Basin Chamber
of Commerce – Jessica
Lozier

Consent Agenda (a)

The Kemmerer City Council met in regular session this 24th day of November, 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 David McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember Marlin Batista, Councilmember Caleb Ellis and Councilmember Mark Quinn were absent.

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

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

DEPARTMENT REPORTS:

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

PRESENTATIONS:

Michael J.D. Kahre was sworn in as a new police officer with the City of Kemmerer. Vance McGahey made a presentation to the city council regarding the Wyoming Range Hunting & Fishing Expo.

VISITOR COMMENTS:

Paul Price made comments to the council.

CONSENT AGENDA:

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

- (a) Approval of Meeting Minutes of November 10, 2025, as presented;
 - (b) Approval of the payment of the bills, payroll, and ACH payments as presented;
- | | | | |
|----------------------------------|-----------|-------------------------------------|-------------|
| 18602 NCPERS | \$48.00 | 18603 Wyo Retirement System | \$22,744.64 |
| 18604 Auto Inn Repair, Inc. | 355.60 | 18605 Bridger Valley Propane | 641.06 |
| 18606 Bugman, Inc. | 260.00 | 18607 Centurylink | 1,023.73 |
| 18608 Centurylink Communications | 13.54 | 18609 City of Kemmerer Acct | 252.50 |
| 18610 Dex Imaging | 88.66 | 18611 Enbridge Gas Utah | 2,118.34 |
| 18612 Fossil Basin Promo Board | 14,618.66 | 18613 Gunter's Service | 3,480.06 |
| 18614 IDAWY | 10,726.00 | 18615 Intermountain Fire Protection | 200.00 |
| 18616 J Solutions, Inc. | 45.00 | 18617 Jackson Group Peterbilt | 641.17 |
| 18618 Kemmerer Gazette | 1,592.10 | 18619 Kilgore Companies | 1,452.12 |
| 18620 Lincoln County Sheriff | 2,520.00 | 18621 Modern Electric | 482,477.55 |
| 18622 Mtn West Business Solution | 78.12 | 18623 One-Call of Wyoming | 143.85 |

18624 Outlaw Supply, Inc.	1,548.75	18625 Personnel Screening Services	453.00
18626 Safety Supply & Sign	1,029.02	18627 Shums Coda Associates	467.50
18628 Spartan	30.00	18629 Stout Law Center, LLC	9,474.50
18630 UMB Card Center	41,631.61	18631 Wells Fargo Financial	723.12
18632 Wolfies	46.00	18633 WYDOT-Financial Services	466.77
18634 Wyo Machinery Co	765.58	11/19/25 Federal Tax Deposit-ACH	14,669.42
11/19/25 Net Payroll Deposit-ACH	50,717.42	11/19/25 AFLAC-ACH	12.24
11/19/25 Expert Pay-ACH	488.54	11/19/25 Orchard Trust-ACH	825.00
11/14/25 Federal Aviation-ACH	21,155.04	10/31/25 Worldpay	135.13

NEW BUSINESS:

- (a) Item died for lack of motion.
- (b) Motion was made by Councilmember McConkie to authorize the mayor to sign change order #2 for the Rehab Runway Lighting and Windcone project at the airport in the amount not to exceed \$3,119.00; seconded by Councilmember Popp and unanimously approved by council present.
- (c) Motion was made by Councilmember McConkie to authorize the mayor to sign the agreement with JUB for engineering services to Replace the Automated Weather Observation Station (AWOS) equipment in an amount not to exceed \$45,000; seconded by Councilmember Popp and unanimously approved by council present.
- (d) Motion was made by Councilmember Popp to authorize the mayor to cast a vote for Brad Basse and sign as the individual submitting the ballot for the 2025 LGLP Board Member Election on behalf of the City of Kemmerer; seconded by Councilmember McConkie and unanimously approved by council present.
- (e) Ron Schramm, Chairman of the Kemmerer-Diamondville Water and Wastewater Joint Powers Board made comments to the council.
Motion was made by Councilmember McConkie to authorize the mayor to sign a letter of support from the City of Kemmerer to Congresswoman Harriet Hageman for a \$70 million congressional appropriations request to fund the replacement of Kemmerer-Diamondville Water and Wastewater Joint Powers Board's 43-year old wastewater treatment plan; seconded by Councilmember Popp and unanimously approved by council present.
- (f) A discussion was had on the proposed itemization for the Dry Helium Impact Funding.

COMMENTS:

Brian Muir, City Administrator, made comments. Councilmember Price and Councilmember McConkie made comments. Mayor Bowen made comments.

EXECUTIVE SESSION:

Item died for lack of a motion.

There being no further business before the council, Mayor Bowen adjourn the regular meeting; 7:32 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						
10020	JORGENSEN ASSOCIATES, INC	57491	ENG - NATIONS & DEL RIO WAT	11/29/2025	940.00	
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	01-26	HEALTH INSURANCE - 01/26	12/03/2025	42,070.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	01-26	DENTAL INSURANCE - 01/26	12/03/2025	2,052.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	01-26	LIFE INSURANCE - 01/26	12/03/2025	309.50	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	01-26	VISION INSURANCE - 01/26	12/03/2025	285.62	
10-23130 COURT BONDS HELD						
99253	PAUL, MARISSA	BR #25-0218	BOND REFUND	12/01/2025	1,325.00	
ADMINISTRATION						
10-43-250 VEHICLE MAINTENANCE & REPAIR						
20007	TOWN OF DIAMONDVILLE	13339	FLEET CARD - CAR WASH	11/24/2025	10.00	
10-43-310 FINANCE & RECORDKEEPING						
10020	JONES SIMKINS LLC	68272	FY 25 AUDIT PP#2	11/30/2025	2,950.00	
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	54830	ADMIN - COMPUTER SUPPORT	11/26/2025	856.16	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-1225	INTERNET - ADMIN	12/01/2025	51.56	
10081	ALL WEST COMMUNICATIONS	0628-1225	IP CONNECTION SLTEC TO CH	12/01/2025	15.00	
70275	GOTO TECHNOLOGIES USA, IN	IN7104472448	MONTHLY PHONE SERVICE - A	12/01/2025	195.64	
10-43-420 POSTAGE						
16005	PITNEY BOWES, INC.	120125	REFILL POSTAGE METER	12/01/2025	500.00	
10-43-450 PRINTING & REPRODUCTION						
40123	DEX IMAGING LLC	AR14407285	COPY IMAGES - ADMIN	12/01/2025	94.19	
CITY HALL COMPLEX						
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
70400	GUNTER'S LAWN & GARDEN S	5989	ICE MELT - CH	11/27/2025	172.48	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4826	FIRE ALARM SYSTEM - CH	12/01/2025	50.00	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-1125	CITY HALL	11/14/2025	201.00	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-1125	CITY HALL	11/25/2025	1,355.55	
18009	ROCKY MOUNTAIN POWER	047-1125	CITY HALL SPRINKLER	11/25/2025	37.73	
18009	ROCKY MOUNTAIN POWER	100-1125	CITY HALL PARKING LOT	11/25/2025	33.27	
18009	ROCKY MOUNTAIN POWER	101/105-1125	CITY HALL STREETLIGHTS	11/25/2025	780.96	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-1125	WATER - 226 HIGHWAY 233	11/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-1125	WATER CITY HALL REAR	11/25/2025	241.10	
11015	K-D JOINT POWERS BOARD	7221910-1125	WATER CITY HALL FRONT	11/25/2025	101.53	
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-1125	SEWER - 226 HIGHWAY 233	11/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-1125	SEWER CITY HALL REAR	11/25/2025	77.89	
11015	K-D JOINT POWERS BOARD	7221910-1125	SEWER CITY HALL FRONT	11/25/2025	42.02	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	109063299	FUEL - PD	11/30/2025	1,818.33	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-1225	INTERNET - POLICE DEPT.	12/01/2025	25.39	
70275	GOTO TECHNOLOGIES USA, IN	IN7104472448	MONTHLY PHONE SERVICE - P	12/01/2025	61.49	
14015	NETWIZE	54830	POLICE - COMPUTER SUPPOR	11/26/2025	368.22	
10-50-540 RECRUITMENT						
55296	EVANSTON CLINIC CORP	5481K1583	POST PHYSICAL - MICHAEL K	11/17/2025	105.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-1125	ANIMAL SHELTER	11/25/2025	68.95	
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-1125	WATER - ANIMAL SHELTER	11/25/2025	64.79	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	57491	ENG. - GATEWAY PUD PHASE 1	11/29/2025	1,900.00	
10020	JORGENSEN ASSOCIATES, INC	57491	ENG - CRH TRACT 1	11/29/2025	1,805.00	
10020	JORGENSEN ASSOCIATES, INC	57491	ENG - INDUSTRIAL SITE	11/29/2025	860.00	
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-1125	STREET LIGHTING	11/25/2025	9.91	
18009	ROCKY MOUNTAIN POWER	053-1125	STREET LIGHTING (HOLLAND)	11/25/2025	12.46	
18009	ROCKY MOUNTAIN POWER	061-1125	SPINEL LIFT STATION	11/25/2025	35.95	
18009	ROCKY MOUNTAIN POWER	094/099-1125	STREET LIGHTS	11/25/2025	4,037.70	
STREET MAINTENANCE						
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
11033	KILGORE COMPANIES LLC	1594715	COLD MIX ASPHALT (25.11 TON	11/20/2025	2,887.65	
11033	KILGORE COMPANIES LLC	1595287	COLD MIX ASPHALT (27.57 TON	11/21/2025	3,170.55	
14018	NORCO INC	0045288473	WELDING CYLINDER RENTAL	11/30/2025	15.00	
10-66-280 EQUIPMENT MAINTENANCE						
30090	CENTURY EQUIPMENT COMPA	RP79564	CLAMP HOSE	11/20/2025	346.34	
10-66-410 TELECOMMUNICATIONS						
14015	NETWIZE	54830	STREETS - COMPUTER SUPPO	11/26/2025	59.86	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-1125	INDUSTRIAL PARK	11/25/2025	8.09	
18009	ROCKY MOUNTAIN POWER	072-1125	INDUSTRIAL PARK	11/25/2025	21.64	
18009	ROCKY MOUNTAIN POWER	106-1125	GARAGE PARKING LOT	11/25/2025	8.09	
18009	ROCKY MOUNTAIN POWER	180095	GARAGE & SHOP	11/25/2025	285.64	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-1125	WATER - 213 PINE	11/25/2025	65.99	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-1125	SEWER - 213 PINE	11/25/2025	31.91	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-1225	DUMP TRUCK LEASE	12/01/2025	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-280 EQUIPMENT MAINTENANCE						
50116	ELLIOTT EQUIPMENT COMPAN	190011	LIMIT SWITCH FOR LABRIE	11/18/2025	259.47	
50116	ELLIOTT EQUIPMENT COMPAN	190157	FILTER HYDRAULIC	11/25/2025	168.16	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	5BX00218	LANDFILL FEES - 1125	11/30/2025	8,320.50	110.95 TONS
10030	J SOLUTIONS, LLC	SM251064	TREE DUMP	11/27/2025	141.64	
10-69-440 ADVERTISING						
11020	KEMMERER GAZETTE	11/20/25	THANKSGIVING GARBAGE PU	11/21/2025	97.60	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-1125	INDUSTRIAL PARK	11/25/2025	4.37	
18009	ROCKY MOUNTAIN POWER	072-1125	INDUSTRIAL PARK	11/25/2025	11.65	
18009	ROCKY MOUNTAIN POWER	106-1125	GARAGE PARKING LOT	11/25/2025	4.37	
18009	ROCKY MOUNTAIN POWER	180095	GARAGE & SHOP	11/25/2025	153.81	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-1125	WATER - 213 PINE	11/25/2025	35.54	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-1125	SEWER - 213 PINE	11/25/2025	17.19	
PARKS MAINTENANCE						
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	11/25	CHRISTMAS LIGHTS	11/25/2025	31.98	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-1125	PARKS SHOP	11/25/2025	33.49	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
18009	ROCKY MOUNTAIN POWER	018-1125	FRONTIER FIELDS	11/25/2025	33.29	
18009	ROCKY MOUNTAIN POWER	046-1125	DVILLE GATEWAY	11/25/2025	35.48	
18009	ROCKY MOUNTAIN POWER	055-1125	PIZ PARK (COULSON)	11/25/2025	34.33	
18009	ROCKY MOUNTAIN POWER	058-1125	COLD STORAGE	11/25/2025	77.08	
18009	ROCKY MOUNTAIN POWER	062-1125	KMER GATEWAY POE	11/25/2025	36.71	
18009	ROCKY MOUNTAIN POWER	067-1125	RANGER PARK	11/25/2025	33.71	
18009	ROCKY MOUNTAIN POWER	071-1125	RIVER SPRINKLER PUMPS	11/25/2025	4.58	
18009	ROCKY MOUNTAIN POWER	091-1125	ARCHIE NEIL CONCESSIONS	11/25/2025	37.40	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-1125	PP&L SUBSTATION	11/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	7221890-1125	WATER - PARKS SHOP	11/25/2025	64.79	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104472448	MONTHLY PHONE SERVICE - P	12/01/2025	11.18	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	12-25	PROSECUTING ATTORNEY - 12	12/01/2025	1,500.00	
10-88-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7104472448	MONTHLY PHONE SERVICE - C	12/01/2025	11.18	
CAPITAL PROJECTS FUND						
ADMINISTRATION						
26-43-010 FIREWALL & ADMIN COMPUTERS						
14015	NETWIZE	54916	INSTALL SONIC WALL	11/30/2025	214.89	
HIGHWAYS/STREETS						
26-64-023 ELK STREET-COULSON TO 5TH WEST						
10020	JORGENSEN ASSOCIATES, INC	57492	ENG - ELK ST REHAB	11/29/2025	5,920.00	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	54830	GOLF MAINT. - COMPUTER SUP	11/26/2025	29.97	
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-1125	GOLF MAINT. SHOP	11/25/2025	68.75	
18009	ROCKY MOUNTAIN POWER	048-1125	SECURITY LIGHT	11/25/2025	24.95	
18009	ROCKY MOUNTAIN POWER	049-1125	SODIUM VAPOR POLE	11/25/2025	9.91	
18009	ROCKY MOUNTAIN POWER	052-1125	GOLF CART SHED	11/25/2025	34.75	
18009	ROCKY MOUNTAIN POWER	069-1125	SECURITY LIGHT	11/25/2025	24.95	
18009	ROCKY MOUNTAIN POWER	071-1125	RIVER SPRINKLER PUMPS	11/25/2025	25.77	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-1125	WATER - GOLF MAINT. SHOP	11/25/2025	64.79	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-1125	SEWER - GOLF MAINT. SHOP	11/25/2025	49.10	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-1125	LITTLE LEAGUE CONCESSION	11/25/2025	79.87	
18009	ROCKY MOUNTAIN POWER	068-1125	STORAGE SHED	11/25/2025	33.29	
18009	ROCKY MOUNTAIN POWER	071-1125	RIVER SPRINKLER PUMPS	11/25/2025	1.63	
18009	ROCKY MOUNTAIN POWER	077-1125	LITTLE LEAGUE CROWS NEST	11/25/2025	15.36	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	54830	CLUBHOUSE - COMPUTER SUP	11/26/2025	29.97	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-1125	GOLF CLUBHOUSE	11/25/2025	432.62	
18009	ROCKY MOUNTAIN POWER	076-1125	RV SPACE	11/25/2025	24.26	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-1125	WATER - RV SPACE	11/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-1125	WATER - CLUBHOUSE	11/25/2025	64.79	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-1125	SEWER - RV SPACE	11/25/2025	15.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
11015	K-D JOINT POWERS BOARD	7225071-1125	SEWER - CLUBHOUSE	11/25/2025	49.10	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-280 EQUIPMENT MAINTENANCE						
23050	WYOMING MACHINERY COMPA	PO8753035	IT LOADER SPRING ASSEMBLY	11/21/2025	70.04	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4826	FIRE ALARM SYSTEM - AIRPOR	12/01/2025	50.00	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-1125	AIRPORT SECURITY LIGHTING	11/25/2025	32.94	
18009	ROCKY MOUNTAIN POWER	017-1125	AIRPORT EQUIP BLDG	11/25/2025	64.81	
18009	ROCKY MOUNTAIN POWER	063-1125	AIRPORT HANGER #8	11/25/2025	100.99	
18009	ROCKY MOUNTAIN POWER	073-1125	AIRPORT TERMINAL	11/25/2025	155.38	
18009	ROCKY MOUNTAIN POWER	090-1125	AIRPORT VAULT	11/25/2025	359.93	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108-1125	WATER POINT KEY A-10	11/25/2025	65.10	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	18734A	ENG LIGHTING & WINDCONES	08/15/2025	40.00	
10069	JUB ENGINEERS INC	190770	ENG - LIGHTING & WINDCONES	11/21/2025	30,549.11	
10069	JUB ENGINEERS INC	191087	ENG - LIGHTING & WINDCONE	11/30/2025	1,286.28	
11020	KEMMERER GAZETTE	11-20-25	NOTICE OF SETTLEMENT - MO	11/21/2025	73.20	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
70400	GUNTER'S LAWN & GARDEN S	5989	ICE MELT - REC	11/27/2025	161.70	
56-82-360 CONTRACTUAL SERVICES						
50112	ELLIS, SETH	25-23 JAZZ	REF - JR JAZZ	11/20/2025	72.00	
14015	NETWIZE	54830	REC - COMPUTER SUPPORT	11/26/2025	368.22	
99247	POPE, CHRISTIAN	25-23 JAZZ	REF - JR JAZZ	11/20/2025	12.00	
99249	ALBINS, EASTON CARL	25-23 JAZZ	REF - JR JAZZ	11/20/2025	108.00	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-1125	REC CENTER	11/25/2025	990.39	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-1125	WATER - REC CENTER	11/25/2025	206.90	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-1125	SEWER - REC CENTER	11/25/2025	49.10	
56-82-860 SPECIAL PROJ & PROGRAMS						
99238	WOLFIES LLC	502	T-SHIRTS FOR K2 SOCCER	11/28/2025	491.82	
OUTDOOR POOL						
56-88-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-1125	SWIMMING POOL	11/25/2025	35.26	
CULTURAL ARTS AND EVENTS						
57-23147 EVENT CENTER DEPOSIT						
99253	WYOMING RANGE HUNTING &	REFUND	SECURITY DEPOSIT REFUND	11/25/2025	3,000.00	
ADMINISTRATION						
57-43-285 BUILDING AND GROUNDS MAINT						
70400	GUNTER'S LAWN & GARDEN S	5989	ICE MELT - EC	11/27/2025	161.70	
57-43-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4826	FIRE ALARM SYSTEM - EC	12/01/2025	50.00	
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-1225	PHONE SERVICE - EC	12/01/2025	88.88	
10081	ALL WEST COMMUNICATIONS	0212-1225	PHONE SERVICE - LINC. CTY	12/01/2025	133.32	
10081	ALL WEST COMMUNICATIONS	0212-1225	INTERNET - SLTEC	12/01/2025	125.90	
10081	ALL WEST COMMUNICATIONS	0212-1225	LONG DISTANCE - EC	12/01/2025	6.03	
10081	ALL WEST COMMUNICATIONS	0212-1225	FAX & LONG DISTANCE - LINC	12/01/2025	35.46	
10081	ALL WEST COMMUNICATIONS	0628-1225	IP CONNECTION SLTEC TO CH	12/01/2025	15.00	
14015	NETWIZE	54830	SLTEC - COMPUTER SUPPORT	11/26/2025	338.29	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	071-1125	RIVER SPRINKLER PUMPS	11/25/2025	.65	
18009	ROCKY MOUNTAIN POWER	086-1125	EVENTS CENTER	11/25/2025	1,063.04	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-1125	WATER - EVENTS CENTER	11/25/2025	211.99	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-1125	SEWER - EVENTS CENTER	11/25/2025	67.00	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-1125	VISITOR CENTER	11/25/2025	50.03	
18009	ROCKY MOUNTAIN POWER	085-1125	TRIANGLE PARK - SOUND EQUI	11/25/2025	36.83	
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-1125	WATER - VISITOR CENTER	11/25/2025	64.79	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-1125	SEWER - VISITOR CENTER	11/25/2025	49.10	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
70400	GUNTER'S LAWN & GARDEN S	5989	ICE MELT - OTH	11/27/2025	43.12	
60-93-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4826	FIRE ALARM SYSTEM - OTH	12/01/2025	50.00	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-1125	700 CEDAR	11/25/2025	360.41	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-1125	WATER 700 CEDAR	11/25/2025	64.79	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-1125	SEWER 700 CEDAR	11/25/2025	43.62	
Grand Totals:					138,066.69	

Automatic Payments/Debits			
Date	Payee	Payment Description	Amount
11/30/25	CORE BUSINESS TECH.	MONTHLY CREDIT CARD PROCESSING FEE	\$22.45
		Total:	\$22.45
Date Approved:	12/08/2025		
Mayor			
Council			
Treasurer			

Consent Agenda (c)

AGENDA ITEM # C (CONSENT)

Department: Administration

Meeting Date: December 8, 2025

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 204

BRIEF DESCRIPTION/JUSTIFICATION:

Anderson Tax and Consulting/Nicole Anderson is entering her 3rd year of leasing Suite 204 at Old Town Hall. Her monthly rent will stay at \$225.72.

RECOMMENDED ACTION: Staff is recommending approval of the lease with Anderson Tax and Consulting for Suite 204 at Old Town Hall

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 8th day of December, 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 204 of said building that encloses or consists of approximately three-hundred forty-two (342) 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 January 1, 2026 and terminating at midnight on the last day of December, 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 seven-hundred eight dollars and sixty-four cents (\$2,708.64) for the term of this lease, payable in advance in 12 equal monthly payments of two-hundred twenty-five dollars and seventy-two cents (\$225.72). 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 ninety-six dollars and seventy-two cents (\$396.72) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not paid, other charges, or toward the payment of damages suffered by lessor by reason of any breach of the terms and conditions of this lease by lessee. In no event is the security deposit to be returned until lessee has vacated the premises and delivered possession to lessor. Lessor shall have forty-five (45) days to examine the premises and give an accounting of any damages to the premises before returning the balance of any security deposit that is not retained for repairs or otherwise.

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

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 forty-two (342) 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 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.

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

New
Business
(a)

AGENDA ITEM # a (NB OB CONSENT) Department: Golf
Meeting Date: 12/8/2025

SUBJECT: Clubhouse opening for winter

BRIEF DESCRIPTION/JUSTIFICATION: To open the clubhouse this winter, the budget needs to be amended to have sewer line inspected and repaired, the heating paid and hire a part time bartender. To secure pool tables and dart boards, we are required to be open four nights a week, therefore proposing to be open :

~Wednesday, Thursday, Friday and Saturday.

~11am-1pm, accommodating cross-country skiers, snowshoeing, ice skaters

~4pm-10pm, accommodating hockey, pool and dart league players

RECOMMENDED ACTION: Amend the budget to cover costs for sewer repair, heating clubhouse and hiring a part time bartender at \$12./hour.

Attachments Provided: Yes___ No x

Submitted by: John Tibbetts

New
Business
(b)

AGENDA ITEM # 6 (NB OB CONSENT) Department: Admin-EC Meeting
Date: 12/8/2025

SUBJECT: Annual contract with County for Event Center use

BRIEF DESCRIPTION/JUSTIFICATION: Contract expires December 31st. 4H wanted some changes. Event Center Coordinator needs some clarification on usage and proposes an increase on building maintenance fee to catch up with inflation costs to maintain EC. See highlighted changes in contract.

Under #2, change building maintenance annual fee from \$2,000 to \$2,300 based on a conservative estimate of inflation of 15% since no increase has happened since before the 2022 contract.

Under #4 title, added "space" to help clarify;

Under 4B, changing the amount 4H has free uses of non extension space from 52 to 35, per conversation with the current 4H Educator.

Under 4C, adding "or 4H club leader" for another adult to be allowed as a supervisor in the Event Center for 4H club activities.

Under 4D, include the club leader to require training.

Under 4F, added for clarification "The scheduling of the additional uses at the Event Center need to come from the County Commissioners' office."

RECOMMENDED ACTION: Authorize Mayor Bowen to sign the contract with the county for usage.

Attachments Provided: Yes No

Submitted by: Kaylynn Williams

**South Lincoln Training and Event Center
Utility and Usage Agreement**

THIS AGREEMENT, made on the _____ day of _____, 2025, voluntarily entered into by the parties, the CITY OF KEMMERER, a municipality existing under the laws of the State of Wyoming, of 220 State Highway 233, Kemmerer, Wyoming, 83101, hereinafter referred to as "City" and LINCOLN COUNTY, a county existing under the laws of the State of Wyoming, 925 Sage Avenue, Kemmerer, Wyoming, 83101, hereinafter referred to as "County" mutually agree to the following terms and conditions.

WITNESSETH

WHEREAS, the City of Kemmerer is the owner of land and improvements commonly known and numbered as the South Lincoln Training and Event Center ("Event Center"), 215 State Highway 233, Kemmerer, Wyoming, 83101; and

WHEREAS, the City makes available for use to the County a portion of the Event Center designated as approximately 1,100 square feet of office space ("Extension Office") located on the southeast corner of the Event Center. The Extension Office includes a separate entrance, two(2) offices, one (1) reception, one(1) interior closet, one (1) exterior closet, limited pantry space and together with access to and use of common areas that are the hallways, corridors and restrooms; and

WHEREAS, the County desires to occupy the Extension Office, and the City wishes to allow the County to occupy the Extension Office and has access to and use of the hallways, corridors and restrooms which are common areas, upon the covenants conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration , it is agreed as follows:

1. RATE SCHEDULE

The County shall have use of the Extension Office according to the terms set forth until the **31st day of December, 2026**. Thirty days prior to the date of expiration the City and County will meet to renegotiate the terms of the contract.

2. UTILITIES

The County shall pay four hundred and seventy-five dollars (\$475) per month for electricity, sewer, gas, water, internet, Wi-Fi, and other goods and services provided to the County by the City for the Extension Office. Two thousand **three hundred** dollars (\$**2,300**) annual fee for building maintenance. Said fees to be paid semi-annually in the amount of **Four** thousand dollars (**\$4,000**) for a total of **eight** thousand dollars (**\$8,000**) per year.

3. CLEANING AND MAINTENANCE

- A. The County shall be responsible for the cleaning of the Extension Office, excluding common areas such as hallways, corridors and restrooms, and may contract with an individual or company of its choosing to do so. The Extension Office shall be responsible for cleanup of any condition caused by an event or meeting held at the Event Center for the Extension Office. The City shall be responsible for cleaning the remainder of the premises, and may contract with an individual or company of its choosing to do so. The entire facility shall have routine cleaning no less than once per calendar week.
- B. The City shall be responsible for all routine maintenance of the Event Center, both in the Extension Office and in the remaining portions of the Event Center. Routine maintenance can be defined as maintenance that is deemed necessary through normal and appropriate usage of the space and equipment in the Event Center. The City shall make all necessary repairs to the Extension Office. Repairs shall include such items as routine repairs of floors, walls, ceilings and other parts of the Extension Office damaged or worn through normal occupancy. If non-routine maintenance or repair is required because of damage incurred due to misuse or inappropriate use on the part of the County employees, the County shall be responsible for maintenance and repairs of the damaged property.
- C. The County shall make the Extension Office available and open for all legally required inspections and at the request of the City. The City shall make all effort to notify the County at least twenty-four (24) hours in advance of the need for inspection, except in the case of emergency.
- D. The City shall maintain a security camera in the hallway with the security camera pointing to the Extension Office door.

4. USE AND RATE SCHEDULE FOR NON-EXTENSION OFFICE SPACE

- A. The County may schedule use on non-extension office portions of the Event Center in accordance with the rental policy adopted by Kemmerer City Council for use of the Event Center. All non-extension office space is available on a first-come, first served basis.
- B. As part of this agreement, the University of Wyoming 4H/Outreach may use the facility meeting spaces and/or kitchen **thirty-five (35)** times per year without charge. Preparation time is allowable at the discretion of the City staff.
- C. Supervising staff of the University of Wyoming 4H/Outreach, **or 4H club leader**, must be present during each use and not allow attendees to run throughout the building and hallways.
- D. Any staff of the University of Wyoming 4H/Outreach, **or club leader**, to be used as activity supervisors, are required to participate in a training and rules review with designated City staff.
- E. The University of Wyoming 4H/Outreach is responsible for setup and teardown of tables and chairs needed for the events. Should City staff be needed for setup or teardown of tables and chairs, the University of Wyoming 4H/Outreach will be

billed the additional staff time rate set by the City Council in resolution. After each use the University of Wyoming 4H/Outreach is responsible for clean-up of the facility according to the standards set in the policies of the Event Center. If this does not occur, the University of Wyoming 4H/Outreach will be billed by the City at a rate of one-hundred percent (100%) the City's costs to have the facility cleaned. Any kitchen use will require a check in/check out process to ensure that all equipment is returned in clean and good working order.

- F. This agreement further allows Lincoln County, Wyoming 24 additional uses for any purposes the County finds beneficial to the County. The scheduling of the additional uses at the Event Center need to come from the County commissioners' office.
- G. Cancellation policy:
 - i) Cancellations made sixty (60) days prior to the reserved date will result in a fee of \$50.00;
 - ii) Cancellations made within fifty-nine to thirty (59-30) days prior to the reserved date will result in a fee of \$150.00;
 - iii) Cancellations made twenty-nine or less (≤ 29) days prior to the event will result in a fee of \$250.00.
- H. The County and/or any parties utilizing the County facility uses shall also be required to follow the South Lincoln Training & Event Center Policies & Procedures (save the cancellation policies), as modified from time to time.

5. USE OF EXTENSION OFFICE

Notwithstanding the foregoing, County and those entities using space under the authority of the County per this Agreement shall not use the Extension Office for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

6. SUBLEASE

Occupancy of the Extension Office is restricted to the County, the University of Wyoming 4H/Outreach, CentSible Nutrition food program of the University of Wyoming Outreach, and Lincoln County Weed and Pest. The County shall not have the right without the City's written consent, which may be withheld with or without cause, to assign this Agreement to another entity or allow any other entity to utilize the Extension Office pursuant to this Agreement.

7. ALTERATIONS AND DECORATING

The County, at the County's expense, shall have the right, only upon receipt of the City's written consent to remodel, redecorate, and make improvements and replacement of and to all or part of the Extension Office from time to time as County may deem desirable, provided the same are made in workmanlike manner and utilizing good quality materials. The County shall have the right to place and install personal property, trade fixture, equipment and other temporary installations in and upon the Extension Office by County thereafter, shall remain in the County's

property free and clear of any claim by the City. Upon removal of any personal property, trade fixtures, equipment, machinery or other temporary installations, County agrees to pay for all repairs related to removal, so the Extension Office is restored to the condition it was in prior to the installation of the personal property, trade fixtures, equipment, machinery or other temporary installations.

8. SIGNS

Following City's written consent, the County shall have the right to place on the Extension Office, at locations approved by the City, any signs which are permitted by applicable zoning ordinances and private restrictions. The City may refuse consent to any proposed signage that is solely in City's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Extension Office. The County shall repair all damage to the Extension Office resulting from the removal of signs installed by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year first above written.

LESSOR:
City of Kemmerer

BY: _____
Robert Bowen, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK

LESSEE:
Lincoln County, Wyoming

BY: _____
Kent Connely, Chair, Board of County Commissioners

ATTEST:

APRIL BRUNSKI, LINCOLN COUNTY CLERK

New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: December 8, 2025

SUBJECT: NAVAID Maintenance Grant

BRIEF DESCRIPTION/JUSTIFICATION:

At the November 19, 2025 Airport Board meeting, the Board authorized submitting the annual NAVAID Maintenance Grant application. The application is attached.

The State of Wyoming previously funded NAVAID maintenance on an 80/20 basis with the City/County, but last year reduced the split to 70/30.

The City executed the NAVAID and AWOS maintenance agreement with DBT Transportation on October 27, 2025, in the amount of \$7,180. Of that, \$6,180 covers NAVAID maintenance. At the 70% reimbursement rate, the grant will reimburse \$4,326.

RECOMMENDED ACTION

Authorize the Mayor to sign the 2026 NAVAID Maintenance Grant application in the amount of \$4,326.00.

Attachments Provided: Yes X No

Submitted by: Natasia Diers, City Clerk-Treasurer



Wyoming Airport Improvement Program Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. AEM037X to CITY OF KEMMERER (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Kemmerer Municipal Airport. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$4,326.00, or at a rate of Seventy percent (70.00%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$1,854.00, or at a rate of Thirty percent (30.00%) of eligible costs.

The description of work to be accomplished is as follows:

2026 NAVAID Maintenance

It is understood by both the WAC and the Sponsor hereto that the participation by the State of Wyoming in this project is contingent upon all of the work listed in the above description of work being performed or caused to be performed by the Sponsor. No item of work shall be added or omitted from this description of work without specific written consent from the WAC in the form of an amendment to the existing grant.

The WAC reserves the right to cancel this Grant if acceptable progress is not undertaken within one hundred eighty (180) days of the date of the Grant, at the WAC's sole discretion.

Fiscal Year End Accounting: For the period between October 1 of the prior year through September 30 of the current year:

- (i) The Subrecipient shall provide end-of-fiscal-year financial reporting by October 31 of each year that this Agreement is in effect. Subrecipient must report all expenses incurred that have not yet been submitted for reimbursement by October 31.
- (ii) Reimbursement requests must be submitted by November 30.

Failure to meet these deadlines may result in WYDOT rejecting reimbursement requests.



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5300 Bishop Boulevard, Cheyenne, WY 82009-3340

Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available to complete this project, this Agreement may be terminated by the Division. The Division will notify the Sponsor at the earliest possible time should this event occur. No penalty shall accrue to the Division in the event this provision is exercised, and the Division will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This Grant was approved by the WAC as a component of the Wyoming Airport Capital Improvement Program as set forth under Wyoming Statute § 10-3-401 et seq.

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming, the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

In consideration of, and by accepting, funding from the WAC, the Sponsor agrees to the following terms and conditions. These terms and conditions shall remain in full force and effect throughout the useful life of the facilities developed and equipment or land acquired unless there is prior written approval from the Division. Useful life is generally accepted to be a period of twenty (20) years from the date of acceptance of a grant offer. However, in the case of land acquisition, these terms and conditions apply in perpetuity. Failure to comply could result in the WAC pursuing the return of state funds and/or withholding of future funds.

1. State funds awarded through the grant must be used to benefit the public.
2. The Sponsor agrees to operate the airport in accordance with the Division's policies and procedures, and in a safe and efficient manner.
3. Projects will be completed in accordance with contract documents; local codes, rules and regulations; the Division's policies and procedures; and the approved scope.
4. The project must maintain consistency with local plans and consider local interests.
5. Supervision of the construction will be performed actively on-site by a trained project manager/inspector with appropriate and relevant experience.
6. The Sponsor agrees to have a written contractual agreement with the contractor performing work related to the grant.



Wyoming Airport Improvement Program Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
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7. Professional services pertaining to the execution of the grant will be selected via a qualifications-based process that has been pre-approved by the Division.
8. The Sponsor will not permit any person or entity the exclusive right to use airport facilities funded with state funds.
9. The Sponsor will develop and encourage compatible land use around the airport, including acquiring and protecting runway protection zones, in accordance with the approved Airport Layout Plan, to assure that current and future airport airspace is protected.
10. The Sponsor must maintain accurate records of all labor, equipment, and materials for projects funded by the WAC. The Sponsor may be subject to monitoring activities by the Wyoming Department of Transportation, including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall also permit Division authorized representatives to examine the books, documents, papers, records and accounts of the Sponsor pertaining to the project. The Sponsor shall keep audit reports and audit documents on file for a minimum of three (3) years after the grant is closed.
11. Permit the WAC, or its designee, to use the material prepared in connection with the grant for purposes of record keeping, studies, and other informational purposes.
12. Provide written notification and receive written approval from the WAC prior to the disposition of any airport land purchased with WAC funds. The WAC may require return of state funds used to purchase the property, adjusted to current appraised value.
13. Secure and maintain insurance or otherwise protect against all perils, all equipment, buildings, structures and contents thereof, and other properties purchased with state funds, in accordance with Wyoming Statute 9-2-1016(b)(xi), (xii), & (xiii).

Sponsor's Representative

**This Grant-in-Aid is duly executed on authority of
the Wyoming Aeronautics Commission**

Mayor

Title

Date

Aeronautics Administrator

Date