



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, April 27, 2026**

5:00 p.m. – Pre-Meeting Workshop

Department Reports
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** April 27, 2026
- **PRESENTATIONS:**
Tim and Stacie Nicols - Church of Jesus Christ of Latter-Day Saints Montpelier, Idaho Temple Open House
Zach Wenz – Property & Casualty Insurance Quotes
- **PROCLAMATION:**
National Nurses Week
- **PUBLIC HEARING:**
Purchase and Sale of two vacant commercial lots in the norther part of Kemmerer along Highway 189
- **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 April 13, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments
 - (c) Old Town Hall Lease with Megan Hansen
- **TABLED BUSINESS:**

- (a) Consider Quote from AllWest for Internet at the Outdoor Pool
- (b) Canyon Road Holdings LLC Tract 3 Phase One Development Agreement

- **OLD BUSINESS:**

- (a) Second Reading Ordinance No. 2026-905, Conditional Use Temporary Workforce & Short Term Housing in Light Industrial Zone II

- **NEW BUSINESS:**

- (a) Consider Changes to Rec Advisory Board By-laws
- (b) Consider Purchase of a New Door and Lock for Visitor's Center
- (c) Consider Passing, Approving, and Adopting Resolution 2026-874, South Lincoln Training and Event Center Fee Schedule Effective May 1, 2026
- (d) Consider City Hall Audio Visual Quotes in City Council Chambers for Municipal Court
- (e) Consider Changes to Golf Advisory Board By-laws
- (f) Consider Request for Fee Waiver for FunRazor Golf Tournament
- (g) Consider the Use of Impact Funding for Large Street Patches
- (h) Proposal and Lease Option Agreement with Target Logistics Management LLC
- (i) Letter of Support for Workforce Hub on City property – Target Logistics
- (j) Appoint Thayne Peterson as interim City Attorney
- (k) Consider WYDOT 2026-2027 Salt and Sand Project Agreement
- (l) Resolution No. 2026-875, Economic Finding for City Property Adjacent to Kettle Restaurant
- (m) 1st Reading Ordinance No. 2026-903, Granting AllWest Permission to Operate Cable Systems (Franchise Agreement)
- (n) 1st Reading Ordinance No. 2026-904, Granting AllWest Permission to Operate Telecommunication Systems (Franchise Agreement)

- **COMMENTS:**

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

- **EXECUTIVE SESSION:**

Real Estate

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, MAY 11, 2026.

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

- Tim & Stacie Nicols
- Zach Wenz

Proclamation
National
Nurses Week

Thank you for your consideration and support.

NURSES WEEK PROCLAMATION

WHEREAS, nurses constitute Wyoming's largest healthcare profession, providing indispensable, high-quality care that is essential to the safety and well-being of all patients; and **WHEREAS**, the nursing profession meets the evolving health needs of our population across all settings, while the Wyoming Nurses Association advocates for increased access to primary and preventive healthcare; and

WHEREAS, the demand for nursing services continues to grow due to an aging population and increasing clinical complexities, making a highly skilled nursing workforce more vital than ever to our state's future; and

WHEREAS, the Wyoming Nurses Association has designated May 6-12 as Nurses Week, with the theme "The Power of Nurses," to celebrate the unparalleled impact and contributions nurses make to enrich our lives;

NOW, THEREFORE, BE IT RESOLVED, that I, [Governor's/Mayor's name], urge all residents of Wyoming to join me in honoring the nurses who care for us and celebrating their accomplishments during this week and at every opportunity throughout the year.

Kara Beech, BSBA, SHRM-CP, CTA
Executive Director
Wyoming Nurses Association
307-222-6931
PO Box 252
Rock Springs, WY 82902-0252



Public Hearing

Purchase and Sale of two
vacant commercial lots in
the northern part of
Kemmerer along
Highway 189

Notice is hereby given that The City of Kemmerer is holding a public hearing at the regular City Council Meeting on Monday, April 27th 2027 at 6:00 p.m. at the Kemmerer City Hall, 220 State Hwy 233, Kemmerer, Wyoming, regarding the possible purchase and sale of the following city-owned property in Kemmerer Wyoming: two proposed vacant commercial lots in the northern part of Kemmerer along Highway 189, consisting of 1.04 acres, part of a 4.13 acres parcel owned by the City of Kemmerer, estimated appraised value \$2,000. It is anticipated that the Kettle Restaurant and expansion of the RV Park at this location will provide new jobs and revenues for the Kemmerer economy and add to the Kemmerer and Lincoln County tax base.

Publish in the April 9th, April 16th, and April 25th, 2026 editions of the *Kemmerer Gazette*.

Consent Agenda (a)

The Kemmerer City Council met in regular session this 13th day of April, 2026, 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 Brantley Popp, and Councilmember Bill Price. Councilmember Caleb Ellis, Councilmember David McConkie and Councilmember Mark Quinn were absent.

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

Motion was made by Councilmember Popp to amend the agenda to remove New Item (j) Driveway Permit for Advantage Plus Credit Union and add New Business (j), 1st Reading Ordinance No 2026-905, Conditional Use Temporary Workforce and Short-term Housing in Light Industrial Zone II; seconded by Councilmember Price and unanimously approved by council present. Motion was made by Councilmember Price to amend the agenda again to add a Presentation by Scott Heiner; seconded by Councilmember Popp and unanimously approved by council present.

PRESENTATIONS:

State Representative Scott Heiner made a presentation to the council. Jenn Benson, Kemmerer Junior-Senior High Golf Coach, made comments.

VISITORS' COMMENTS AND PETITIONS:

Marty Carollo with All West Communications made comments to the council.

CONSENT AGENDA:

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

(a) Approval of Special Meeting Minutes of March 18, 2026, and Regular Meeting Minutes of March 23, 2026.

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

18873 NCPERS	\$48.00	18874 UMWA	\$60.00
18875 Wyoming Retirement System	23,405.98	18877 Ace Hardware	107.73
18878 All West Communications	492.95	18879 Bugman, Inc.	270.00
18880 Centurylink	1,047.97	18881 Centurylink Communications	12.96
18882 City of Kemmerer Acct	247.00	18883 Dex Imaging, LLC	179.34
18884 DJ's Glass	134.00	18885 Ellis, Seth	48.00
18886 First Bank of Wyoming	5,358.41	18887 Freedom Mailing Services, Inc.	707.26
18888 GoTo Technologies	276.98	18889 Intermountain Fire Protection	400.00
18890 Intermountain Fire Protection	256.60	18891 Jorgensen Associates, Inc.	5,093.97
18892 JUB Engineers	15,928.78	18893 KD Joint Powers Board	1,938.98
18894 Lincoln County Sheriff	2,580.00	18895 Lozier, Lilly	42.00
18896 Murdock, Jeff	200.00	18897 Netwize	7,789.75

18898 Norco	15.50	18899 Personnel Screening Services	433.00
18900 Pitney Bowes, Inc.	926.84	18901 Pope, Christian	12.00
18902 Rocky Mountain Power	11,776.63	18903 Stout Law Center, LLC	2,250.00
18904 Verizon Wireless	611.77	18905 Wex Bank	2,863.03
18906 Wolfies	436.29	18907 WEBT	44,704.62
3/25/26 Federal Tax Deposit-ACH	14,777.47	3/25/26 Payroll Direct Deposit-ACH	51,164.43
3/25/26 AFLAC-ACH	12.24	3/25/26 Expert Pay-ACH	1,270.52
3/25/26 Orchard Trust-ACH	1,200.00	4/1/26 Wyo Workers Comp-ACH	18,036.63
3/31/26 Core Business Tech-ACH	19.95		

NEW BUSINESS:

- (a) Motion was made by Councilmember Price to appoint David Hunzie to the Airport Board for a term to expire on December 31, 2028; seconded by Councilmember Popp and unanimously approved by council present.
- (b) The purchase of a new door for the cabin in the Triangle died for lack of motion.
- (c) Motion was made by Councilmember Price to update the Fossil Island Golf Club Tournament Information and Agreement; seconded by Councilmember Popp and unanimously approved by council present.
- (d) Motion was made by Councilmember Popp to Pass, Approve, and Adopt Resolution No. 2026-872, A Resolution Setting the 2026 Kemmerer Golf Course Fee Schedule and Effective Date; seconded by Councilmember Batista and unanimously approved by council present.
- (e) Motion was made by Councilmember Batista to authorize the mayor to sign the Operator Location Agreement with Jenkins Music of Wyoming for pool tables, dart boards, and a jukebox in the Fossil Island Golf Clubhouse; seconded by Councilmember Price and unanimously approved by council present.
- (f) Motion was made by Councilmember Popp to Pass, Approve and Adopt Resolution No. 2026—873, A Resolution Establishing Updated Rental Rates for Old Town Hall; seconded by Councilmember Price and unanimously approved by council present.
- (g) Motion was made by Councilmember Popp to table All West Quote and Drop Fee for internet at the outdoor pool; seconded by Councilmember Batista and unanimously approved by council present.
- (h) Motion was made by Councilmember Popp to table the Canyon Road Holdings LLC Tract 3 Phase One Development Agreement; seconded by Councilmember Batista and unanimously approved by council present.
- (i) Motion was made by Councilmember Popp to authorize the mayor to sign the Development Agreement for Gateway PUD Phase 1A “Addendum”; seconded by Councilmember Batista and unanimously approved by council present.
- (j) Motion was made by Councilmember Popp to pass on 1st Reading Ordinance No. 2026-905, Adding Temporary Workforce Housing and Short-term Housing as Conditional Uses in the Light Industrial Zone, I1; seconded by Councilmember Price and unanimously approved by council present.

COMMENTS:

City Administrator, Brian Muir, made comments. Mayor Bowen made comments.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the regular meeting;
7:47 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						
LEGISLATIVE						
10-41-430 PUBLIC RELATIONS & COMM						
21005	UMB CARD CENTER	000667	CITY SUMMIT DINNER	03/19/2026	139.65	
21005	UMB CARD CENTER	000667-B	REFUND SALES TAX	03/23/2026	6.65	
21005	UMB CARD CENTER	036255	CITY COUNCIL SUMITT - SODA	03/25/2026	33.05	
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - CITY COUNCIL	03/01/2026	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0426	LODGING TAX - MARCH 2026	04/10/2026	4,342.67	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	0740245	GLUE STICK	03/24/2026	7.98	
21005	UMB CARD CENTER	2242611	GEL INK PENS	03/03/2026	6.79	
21005	UMB CARD CENTER	2961820	5 REAMS OF 11 X 17 PAPER	03/19/2026	92.70	
21005	UMB CARD CENTER	4958662	1 REAM OF 11 X 17 PAPER	03/14/2026	18.89	
21005	UMB CARD CENTER	525190-POS	CARBONLESS PAPER ROLLS	03/23/2026	105.95	
21005	UMB CARD CENTER	9725827	BOTTOM TAB DIVIDERS	03/25/2026	39.92	
10-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	4347430	FUEL - BM	03/12/2026	54.80	
10-43-310 FINANCE & RECORDKEEPING						
30068	CASELLE, INC.	INV - 14650	SOURCE CODE ESCROW	12/30/2025	200.00	
10-43-560 SAFETY						
21005	UMB CARD CENTER	6409815	ALCOHOL PADS - FIRST AID KIT	03/12/2026	4.96	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5038404210	XEROX COPIER LEASE - CH	04/14/2026	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	1DZNLX8N	ICLOUD STORAGE	03/16/2026	99	
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - ADMIN	03/01/2026	134.40	
CITY HALL COMPLEX						
10-47-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	7589046	BATTERY - KEY FOB SYSTEM -	03/13/2026	35.09	
21005	UMB CARD CENTER	9353024	BATTERY - KEY FOB SYSTEM -	03/13/2026	44.97	
21005	UMB CARD CENTER	9760217	BATTERY - FIRE PANEL - CH	03/13/2026	45.99	
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS-0326	FUEL	03/31/2026	241.02	
10-47-285 BLDG. AND GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	6916231	HVAC FILTERS - CH	03/06/2026	185.61	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8455-0326	JANITORIAL - CITY HALL	03/31/2026	362.25	
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - BLDGS	03/01/2026	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426	BLDG MAINT - INTERNET	03/20/2026	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0426	CITY HALL	04/07/2026	839.77	
17007	ENBRIDGE GAS UTAH	7197-0426	CITY HALL II	04/07/2026	382.45	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	028284	CAR WASH CARD	03/26/2026	78.00	
21005	UMB CARD CENTER	176390	DUI MOUTHPIECES (500)	03/16/2026	180.00	
21005	UMB CARD CENTER	24204762	GLOCK MAGAZINE (20)	03/24/2026	629.79	
21005	UMB CARD CENTER	F71900	VELCRO TAPE & ONE SIDED KE	03/17/2026	23.95	
10-50-230 K-9 UNIT CARE						
21005	UMB CARD CENTER	006960	TRAINING DOG TOYS	03/10/2026	33.90	
21005	UMB CARD CENTER	040425	ON DUTY K9 WATER	03/06/2026	3.99	
21005	UMB CARD CENTER	750310	TACTICAL LEASH K9	03/11/2026	84.48	
21005	UMB CARD CENTER	75633061	DOG TOYS - K9	03/01/2026	13.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	75633691	K9 CARE SUPPLIES	03/06/2026	97.91	
21005	UMB CARD CENTER	75637388	K9 CARE SUPPLIES	03/30/2026	27.97	
21005	UMB CARD CENTER	YG8KQQK0-00	PACK TRACK HANDLER SUBSC	03/31/2026	140.00	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	003026	CAR WASH CARD	03/18/2026	78.00	
21005	UMB CARD CENTER	016144	VEHICLE MAINT. - DB	03/18/2026	154.11	
21005	UMB CARD CENTER	032441	VEHICLE REPAIR - DB	03/18/2026	638.60	
21005	UMB CARD CENTER	3389002	CARSEAT COVERS & TACTICAL	03/30/2026	45.61	
10-50-430 PUB RELATIONS/COMMUNICATIONS						
21005	UMB CARD CENTER	167904	DARE SUPPLIES	03/10/2026	620.73	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	016320	MEAL - MK	03/12/2026	17.54	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	026084	MEAL - JW	03/09/2026	25.18	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	032748	MEAL - MK, JW, DB	03/11/2026	74.21	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	048956	MEAL - JW, DB	03/09/2026	29.88	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	063382	MEAL - JW, DB	03/13/2026	67.15	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	065761	MEAL - MK	03/10/2026	22.02	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	080771	MEAL - DB	03/09/2026	44.77	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	091035	MEAL - DB, MK, JW	03/11/2026	328.77	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	097983	MEAL - JW, DB, MK	03/10/2026	164.89	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	30026	MEAL - MK	03/09/2026	13.35	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	339671	MEAL - MK	03/10/2026	20.87	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	477192	MEAL - MK	03/09/2026	31.32	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	478396	MEAL - MK	03/13/2025	27.11	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	821114	MEAL - JW, DB	03/13/2026	137.87	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	889972-DB	ROOM STAY - DB	03/13/2026	268.71	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	889972-JW	ROOM STAY - JW	03/13/2026	268.71	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	889973-A2	ROOM STAY - MK	03/14/2026	438.78	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	889973-B	ROOM OVERSTAY REFUND - M	03/14/2026	180.27	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	94502203	MEAL - JW, DB	03/10/2026	18.73	K9 TRAINING, LAS VEGA
21005	UMB CARD CENTER	99296242	MEAL - DB, JW	03/13/2026	18.84	K9 TRAINING, LAS VEGA
10-50-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5038266487	COPIER LEASE - PD	04/03/2026	96.00	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
90269	INTELCHOICE, INC.	1234792	ANNUAL LICENSE & SUPPORT	04/15/2026	3,187.41	
21005	UMB CARD CENTER	03292026	UNKNOWN CHARGE - DISPUTI	03/29/2026	432.00	
21005	UMB CARD CENTER	527969276	SWORN OFFICER MEMBERSHI	03/23/2026	150.00	
21005	UMB CARD CENTER	6535919	MICROSOFT 365 SUBSCRIPTIO	03/19/2026	209.99	
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS-PD	03/01/2026	151.20	
10-50-820 LINEN AND UNIFORMS						
21005	UMB CARD CENTER	334797	POLOS FOR TRAINING - JW	03/09/2026	88.40	
ANIMAL CONTROL						
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0426	ANIMAL SHELTER	04/07/2026	58.52	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	F69858	SCOTCH TAPE	03/02/2026	4.59	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	2913828	DIGITAL MULTIMETER	03/16/2026	669.57	
21005	UMB CARD CENTER	5674603	BUFFING WHEEL FOR DRILL	03/04/2026	12.29	
21005	UMB CARD CENTER	75634981	LOCK RING PLIERS	03/16/2026	37.99	
21005	UMB CARD CENTER	F71336	REPLACE BENT LADDER	03/13/2026	119.99	
10-66-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	STREET-0326	FUEL	03/31/2026	3,180.01	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	5149044	FOLDABLE MARKING PAINT	03/12/2026	59.98	
21005	UMB CARD CENTER	7563400	PROPANE - POTHOLES	03/09/2026	19.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-66-280 EQUIPMENT MAINTENANCE						
10540	AUTO INN REPAIR, INC	44069	REPLACE DRUMS, BRAKES, SL	03/12/2026	3,657.00	
90350	INTERWEST SUPPLY COMPANY	IN0126556	LOADER END BLADE & 950 LOA	04/09/2026	1,210.52	
21005	UMB CARD CENTER	150764	REPLACE HOSES ON SWEEPE	03/18/2026	373.57	
21005	UMB CARD CENTER	75634023	LEAF BLOWER PULL ROPE	03/09/2026	27.99	
21005	UMB CARD CENTER	P11159R6	REPLACE CRANK CASE FILTER	03/26/2026	49.77	
21005	UMB CARD CENTER	S203079	SANDER POWER SOURCE REP	03/05/2026	555.87	
23050	WYOMING MACHINERY COMPA	PO8843784	AIR COMPRESSOR	02/10/2026	915.20	
10-66-285 BLDG. & GROUNDS MAINTENANCE						
21005	UMB CARD CENTER	0295428	TOILET BOWL CLEANER	03/02/2026	14.24	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - STREETS	03/01/2026	33.60	
10-66-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426	STREETS - INTERNET	03/20/2026	31.45	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	79202	LOCATES - 0326	04/10/2026	140.70	
21005	UMB CARD CENTER	75633102	BOTTLED WATER	03/02/2026	15.96	
21005	UMB CARD CENTER	75636300	BOTTLED WATER	03/24/2026	23.94	
21005	UMB CARD CENTER	F72016	STRAP - CAMLOCK	03/18/2026	9.99	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0426	STREET DEPT	04/07/2026	303.12	
SANITATION - OPERATIONS/MAINT.						
10-69-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75636683	CAMERAACCESSORIES - TREE	03/26/2026	170.96	
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI-0326	FUEL	03/31/2026	1,563.33	
10-69-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	75633350	RIGHT SIDE WINDSHIELD WIPE	03/04/2026	8.99	
21005	UMB CARD CENTER	80638	LEFT SIDE WINDSHIELD WIPER	03/04/2026	13.99	
10-69-360 CONTRACTUAL SERVICES						
90012	IDAWY SOLID WASTE DISTRICT	63X00198	LANDFILL FEES - 0326	03/31/2026	8,964.75	
10-69-450 PRINTING & REPRODUCTION						
21007	UPPER CASE PRINTING, INK.	4227	UTILITY BILLING & ENVELOPES	04/08/2026	2,908.40	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0426	SAN DEPT.	04/07/2026	163.22	
PARKS MAINTENANCE						
10-75-250 VEHICLE MAINTENANCE & REPAIRS						
21005	UMB CARD CENTER	2924231	NEW PLOW CONTROLLER - V1	03/06/2026	79.99	
21005	UMB CARD CENTER	2924231-B	PLOW CONTROLLER REFUND	03/10/2026	79.99	
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F72114	ROPE FLAG POLE & TRIANGLE	03/19/2026	19.99	
21005	UMB CARD CENTER	F72672	PULLEY - FLAG POLE @ TRIAN	03/23/2026	7.99	
10-75-285 BUILDING AND GROUNDS MAINTENAN						
21005	UMB CARD CENTER	75634429	LATEX GLOVES	03/12/2026	28.98	
10-75-420 POSTAGE						
21005	UMB CARD CENTER	089435	LARGE ENVELOPE	03/24/2026	1.90	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0426	BLDG/PARKS SHOP	04/07/2026	468.45	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-440 ADVERTISING						
11020	KEMMERER GAZETTE	04/02/26-3742	PUBLIC HEARING - ZONING MA	04/02/2026	61.00	
MUNICIPAL COURT						
10-88-420 POSTAGE						
21005	UMB CARD CENTER	6063783-2	POSTAGE	03/13/2026	10.48	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - COURT	03/01/2026	16.80	
CAPITAL PROJECTS FUND						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
PUBLIC SAFETY						
26-70-012 PD VEHICLE						
40128	DIAMONDVILLE COLLISION CE	3071	UPFIT 2025 FOR INTERCEPTOR	04/13/2026	8,908.17	
GOLF COURSE FUND						
54-11310 PETTY CASH						
16002	PETTY CASH - ADMINISTRATIO	2026 GOLF	CLUBHOUSE CASH TILLS	04/15/2026	600.00	
OPERATIONS AND MAINTENANCE						
54-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	044766	7.5 FT TOURNAMENT GOLF FLA	03/26/2026	789.00	
21005	UMB CARD CENTER	F71954	KEY & ELECTRICAL TERMINAL	03/18/2026	10.97	
54-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	003439	LAWN MOWER MAINT.	03/05/2026	63.75	
21005	UMB CARD CENTER	14422-74727-A	BEDKNIFE SCREWS	03/26/2026	16.16	
21005	UMB CARD CENTER	14422-74727-B	GREEN MASTER BEDKNIFE	03/26/2026	622.63	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0326	GOLF MAINT. - INTERNET	03/02/2026	34.37	
54-73-560 SAFETY						
21005	UMB CARD CENTER	099603	BOTTLED WATER	03/09/2026	10.58	
54-73-620 ELECTRIC						
17007	ENBRIDGE GAS UTAH	4097-0426	GOLF SHOP	04/07/2026	213.59	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS-GOLF MAINT	03/01/2026	16.80	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-260 MAINTENANCE SUPPLIES						
21005	UMB CARD CENTER	S107705750	SPRINKLER VALVE	03/25/2026	1,354.85	
21005	UMB CARD CENTER	S107705750.0	FREIGHT CHARGE FOR SPRIN	03/25/2026	44.21	
CLUBHOUSE						
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0633001	AMERICAN FLAG, INSULATED B	03/26/2026	112.98	
21005	UMB CARD CENTER	61073210	GLOVES & TOWELS	03/25/2026	466.07	
21005	UMB CARD CENTER	93877	BALL MARKERS, PENCILS, DIV	03/24/2026	1,867.35	
21005	UMB CARD CENTER	TVAPAAOEL	GOLF TEES	03/24/2026	451.57	
54-80-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F73114	WATER LINE REPAIR	03/26/2026	8.77	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0326	CLUBHOUSE - INTERNET	03/02/2026	34.37	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0426	GOLF CLUBHOUSE	04/07/2026	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS, DUE						
21005	UMB CARD CENTER	67809	GOLF COURSE CLUBHOUSE P	03/01/2026	340.20	
21005	UMB CARD CENTER	68372	GOLF COURSE CLUBHOUSE P	04/01/2026	340.20	
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - CLUBHOUSE	03/01/2026	16.80	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	8242621	CREDIT CARD MACHINE CLEA	03/20/2026	18.43	
55-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	2136251	BATTERIES - FIRE PANEL - AIR	03/13/2026	40.58	
55-73-240 GAS, OIL AND LUBRICANTS						
21005	UMB CARD CENTER	043283	TEST CARD READER	03/20/2026	12	
21005	UMB CARD CENTER	072985	TEST CARD READER	03/20/2026	2.74	
99234	GUNTER'S SERVICE	AIRPORT-0326	FUEL	03/31/2026	165.50	
55-73-270 RADIO MAINTENANCE						
40065	DBT TRANSPORTATION SERVI	90187077	AWOS & NAVAID MAINTENANC	10/29/2025	1,795.00	
40065	DBT TRANSPORTATION SERVI	9900074687	AWOS & NAVAID MAINTENANC	02/17/2026	1,795.00	
55-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	1034	REPAIR PIN RAMOM	03/18/2026	445.20	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	132775831	REPLACE ALTERNATION - SNO	03/05/2026	256.99	
55-73-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC	8456-0326	JANITORIAL - AIRPORT	03/31/2026	120.75	
55-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426	AIRPORT - INTERNET	03/20/2026	51.45	
55-73-610 PROPANE						
20887	BRIDGER VALLEY PROPANE	119145	PROPANE - LOUNGE	04/08/2026	347.61	
AIRPORT CAPITAL						
55-75-016 REPLACE AWOS EQUIPMENT						
11020	KEMMERER GAZETTE	03/26/26-3746	INVITATION TO BID	03/27/2026	305.00	
11020	KEMMERER GAZETTE	04/02/26-3742	INVITATION TO BID	04/02/2026	305.00	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	7845020	PENS	03/08/2026	20.79	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	4245817	SPRAY NOZZLES	03/17/2026	11.27	
21005	UMB CARD CENTER	43671	CUSTODIAL NEEDS	03/19/2026	12.89	
21005	UMB CARD CENTER	45623637	DUSTERS	03/21/2026	10.71	
21005	UMB CARD CENTER	60163238-B	JUMBO TOILET PAPER ROLLS	03/03/2026	31.10	
21005	UMB CARD CENTER	608000011917	LATEX GLOVES CUSTODIAL	03/21/2026	13.98	
21005	UMB CARD CENTER	9549060	HVAC FILTER - REC CENTER	03/06/2026	102.67	
56-82-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	3584235	FLUORESCENT BULB	03/20/2026	81.22	
56-82-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8454-0326	JANITORIAL - REC CENTER	03/31/2026	493.50	
56-82-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426	REC CENTER - INTERNET	03/20/2026	31.45	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV53399	COPIES	04/06/2026	33.69	
56-82-510 TRAINING						
21005	UMB CARD CENTER	00534	SPRING CONFERENCE TRAINI	03/19/2026	25.00	
21005	UMB CARD CENTER	00535	SPRING CONFERENCE TRAINI	03/19/2026	25.00	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0426	REC CENTER	04/07/2026	435.49	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	50383	COPIER LEASE - REC	04/08/2026	259.00	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	00535	WRPA MEMBERSHIP (YEAR)	03/19/2026	35.00	
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - REC	03/01/2026	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	017943	FOOD FOR PICKLEBALL	03/27/2026	34.99	
21005	UMB CARD CENTER	3213024	PICKLEBALL NET SYSTEM	03/17/2026	104.99	
21005	UMB CARD CENTER	3584235	PROGRAM NEEDS (ROAD RAC	03/20/2026	82.07	
21005	UMB CARD CENTER	4365825	ADULT SIZE BASKETBALL	03/12/2026	46.99	
21005	UMB CARD CENTER	44F53-5Q5	REC CENTER DRAWSTRING BA	03/30/2026	235.74	
21005	UMB CARD CENTER	56705268	FOOD FOR PICKLEBALL	03/26/2026	72.29	
21005	UMB CARD CENTER	60163238-A	STORAGE TOTES	03/03/2026	106.32	
21005	UMB CARD CENTER	9112287	T - SHIRTS (MAY 4TH RACE)	03/25/2026	173.89	
21005	UMB CARD CENTER	9300225	SOCCER BALLS, INFLATER ME	03/17/2026	100.07	
21005	UMB CARD CENTER	9367407	DESICANT PACKETS	03/06/2026	23.39	
21005	UMB CARD CENTER	F71939	32 GALLON TRASH CANS	03/18/2026	107.96	
21005	UMB CARD CENTER	US314670	SHARPENING RINGS X 2	03/13/2026	166.47	
21010	SEG BASKETBALL LLC	JJ758	JUNIOR JAZZ 25-26 SEASON IN	04/14/2026	1,495.00	
99238	WOLFIES LLC	601	T-SHIRTS - WALKING CLUB	04/09/2026	616.50	
56-82-895 INCIDENTALS/SODA AND WATER						
21005	UMB CARD CENTER	016050	WATER - BASKETBALL	03/17/2026	5.29	
21005	UMB CARD CENTER	10166986-A	VARIOUS VENDING SNACKS	03/05/2026	134.44	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	10166986-B	VARIOUS VENDING SNACKS	03/05/2026	104.38	
21005	UMB CARD CENTER	10166986-C	VARIOUS VENDING SNACKS	03/10/2026	33.50	
21005	UMB CARD CENTER	10166986-D	VARIOUS VENDING SNACKS	03/12/2026	17.00	
21005	UMB CARD CENTER	4365825	VARIOUS VENDING SNACKS	03/12/2026	63.80	
21005	UMB CARD CENTER	7845020	VARIOUS VENDING SNACKS	03/06/2026	73.72	
OUTDOOR POOL						
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0426	SWIMMING POOL	04/07/2026	138.62	
56-88-710 EQUIPMENT LEASES						
23002	WAM-WCCA	4315E	OUTDOOR POOL BOILER LEAS	04/08/2026	208.00	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	3925033	OFFICE PENS	03/02/2026	7.64	
57-43-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	2868256	BATTERIES - FIRE PANEL - EVE	03/13/2026	172.08	
57-43-285 BUILDING AND GROUNDS MAINT						
18099	SAGE ELECTRIC, LLC	2733	REPLACE PARKING LOT LIGHT	03/11/2026	1,650.00	
21005	UMB CARD CENTER	4008252	HVAC FILTER - EVENT CENTER	03/06/2026	381.05	
21005	UMB CARD CENTER	7311464	HAND SOAP & LAUNDRY DETE	03/13/2026	82.14	
21005	UMB CARD CENTER	8192246	HVAC FILTER - EVENT CENTER	03/06/2026	46.74	
21005	UMB CARD CENTER	F70916	ADHESIVE FOR WALL REPAIR	03/10/2026	16.77	
57-43-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8453-0326	JANITORIAL - EVENT CENTER	03/31/2026	304.50	
57-43-560 SAFETY						
21005	UMB CARD CENTER	6239464	BATTERY - AED	03/23/2026	292.05	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0426	EVENT CENTER	04/07/2026	501.13	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0326	GOOGLE APPS - EC	03/01/2026	33.60	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	1797957,18005	RAGS	03/10/2026	79.26	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	071704	MILK, COCO, & TEA	03/03/2026	24.04	
21005	UMB CARD CENTER	091420	SODA & BOTTLED WATER	03/04/2026	43.95	
21005	UMB CARD CENTER	095832-A	COFFEE CUPS & NAPKINS	03/03/2026	13.95	
21005	UMB CARD CENTER	099924	BOTTLED WATER	03/02/2026	15.87	
VISITORS' SERVICES						
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT - 0326	VISITOR CENTER - INTERNET	03/02/2026	34.36	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0426	VISITOR CENTER	04/07/2026	86.24	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	0341846	BATTERY - FIRE PANEL - OTH	03/13/2026	58.79	
21005	UMB CARD CENTER	1025041	HVAC FILTERS - OTH	03/06/2026	76.42	
21005	UMB CARD CENTER	5505835	BATTERIES - FIRE PANEL - OTH	03/13/2026	52.79	
60-93-260 CONSTRUCTION & REPAIR SUPPLIES						
21005	UMB CARD CENTER	F72963	THERMOSTAT BATTERY	03/25/2026	15.98	
60-93-360 CONTRACTUAL SERVICES						
15017	OTIS ELEVATOR COMPANY	100402292265	YEARLY ELAVATOR MAINT. - OT	03/31/2026	2,713.87	SERVICE FROM 03/15/20
15020	OUTLAW SUPPLY, INC.	8452-0326	JANITORIAL - 700 CEDAR	03/31/2026	152.25	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0426	700 CEDAR	04/07/2026	320.44	
KEMMERER POWER STATION UNIT 1						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
71-43-200 ACQUIRE POLICE K9						
21005	UMB CARD CENTER	001867	UPFIT PATROL VEHICLE - K9	03/18/2026	3,862.50	
21005	UMB CARD CENTER	02282026	PARKING PASS - AUSTIN TX	03/06/2026	49.03	K9 TRAINING
21005	UMB CARD CENTER	023049	MEAL - DB, CE	03/27/2026	33.23	K9 TRAINING IN TX
21005	UMB CARD CENTER	195092405	TOLL FEE - TX	03/07/2026	15.22	
21005	UMB CARD CENTER	46519781	ROOM STAY - DB	02/28/2026	196.43	K9 TRAINING IN TX
21005	UMB CARD CENTER	475117612	CAR RENTAL - TX	02/28/2026	1,259.03	K9 TRAINING IN TX
21005	UMB CARD CENTER	5312882164	MEAL - DB, CE	02/27/2026	61.92	K9 TRAINING IN AUSTIN
21005	UMB CARD CENTER	BV76BZ	CHECKED BAG - DOG CRATE	02/08/2026	35.00	K9 TRAINING IN TX
23048	WYOMING ST BOARD OF PHAR	2026 - K9	K9 HANDLER LICENSE	04/22/2026	80.00	
Grand Totals:					<u>83,231.28</u>	

Local Purchases	Non-Local Purchase
\$ 6,099.31	\$ 19,565.74

UMB Total: \$ 25,665.05

CREDIT: \$(266.91)

Big Ticket Purchases:

Creative Product, CA: \$620.73

Palmetto State Armory, SC: \$629.79

Microsoft, WA: \$432.00

Reading Truck, Salt Lake City UT: \$555.87

Amazon, WA: \$669.57

Morcon Specialty 2, WY: \$373.57

In*Forge Point Industrial, WY: \$445.20

Tuscany Suites, Las Vegas NV: \$438.78

Mountainland Supply-MSRS, WY: \$1,354.85

Amazon, WA: \$381.05

Google*Workspace Kemmerer, CA: \$554.40

Enterprise Rent-a-car, Austin TX: \$1,259.03

Lawrys, Las Vegas NV: \$328.77

Foreup, UT: \$340.20

Foreup, UT: \$340.20

SP NAME-IT-GOLF, ME: \$451.57

Custom Made Enterprise, NY: \$1,867.35

GolfGalaxy.com, PA: \$466.07

Ebay, CA: \$622.63

Golf Griffi, IA: \$789.00

Automatic Payments/Debits			
Date	Payee	Payment Description	Amount
4/8/26	WYOMING DEPARTMENT OF REVENUE	1ST QTR 2026 SALES & LODGING TAX	\$6.77
4/7/26	WYOMING LIQUOR DIVISION	HARD LIQUOR ORDER	\$700.49
3/31/26	WORLDPAY	GOLF COURSE MERCHANT FEES-MARCH 2026	\$435.89
		Total:	\$1,143.15

Date Approved: 04/27/2026

Mayor

Council

Council

Council

Council

Council

Council

Treasurer

Consent Agenda (c)

AGENDA ITEM # C (NB OB CONSENT)

Department: Administration

Meeting Date: April 27, 2026

SUBJECT: RENEWAL OF OLD TOWN HALL LEASE FOR SUITE 104

BRIEF DESCRIPTION/JUSTIFICATION:

Designing Women is entering its 2nd year of leasing Suite 104 at Old Town Hall. Under the current tiered rent structure her rent will increase from \$256.25 to \$291.10. Next April if they elect to renew the lease rent will increase to the recently approved \$1.50/square foot (\$615.00)

RECOMMENDED ACTION: Staff recommends approval of the lease with Designing Women for Suite 104 at Old Town Hall

Attachments Provided: Yes No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 27th day of April, 2026, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Designing Women, of 94 South Canyon Rd./P.O. Box 66 Diamondville, WY 83116, 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 cosmetology and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as a salon 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 104 of said building that encloses or consists of approximately four hundred and ten (410) 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 May 1st, 2026 and terminating at midnight on the last day of April, 2027. 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 (three-thousand four hundred ninety-three dollars and twenty cents (\$3493.20)) for the term of this lease, payable in advance in 12 equal monthly payments of (two-hundred ninety-one dollars and ten cents (\$291.10)). 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 (five-hundred twelve dollars and fifty cents (\$512.50)) 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 ***(four hundred ten (410))*** 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 (seven percent (7%)) 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 (eleven percent (11%)) 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

Tabled Business (a)

AGENDA ITEM # 2 (NB OB CONSENT TABLED)

Department: Rec and Events

Meeting Date: April 27, 2026

SUBJECT: Consider Internet Service at the Outdoor Pool

BRIEF DESCRIPTION/JUSTIFICATION:

At the last City Council meeting, the quote for internet service with All West Communications at the outdoor pool was tabled so staff could conduct additional research on the best option for operating the Rec Desk point-of-sale system at that location.

The quote from All West is for 100/100 Business Fiber at \$98.95 per month, with a one-time \$150.00 drop fee. The City would have the option to disconnect service during the months it is not in use. Based on seasonal operation, the estimated cost would be:

Summer 2026:

\$150.00 – Drop Fee

\$296.85 – June–August Internet

~\$250.00 – Laptop with Windows

Total: \$696.85

Summer 2027: \$296.85

Summer 2028: \$296.85

Total (3 years): \$1,290.55

Staff also obtained a quote for a new iPad (A16) through Verizon. Under a two-year contract, the City would pay \$199.99 upfront, with a monthly plan cost of \$20.00. A three-year contract option would provide the iPad at no upfront cost. If the plan is canceled early, an equipment recovery fee would apply based on remaining contract duration.

2-Year Contract:

Summer 2026: \$259.99

Summer 2027: \$240.00

Summer 2028: \$240.00

Total: \$739.99

3-Year Contract Total: \$599.99

Staff contacted Rec Desk technical support regarding compatibility with a credit card reader on an iPad. Support advised that Rec Desk performs best on a Microsoft platform. While the quoted iPad (A16) is currently compatible, future compatibility is uncertain due to frequent Apple updates.

Following that discussion, staff explored a Microsoft-based laptop option with Verizon Wi-Fi service. The cost would be \$1899.99 up front and \$20.00 per month for unlimited data.

Summer 2026: \$1959.991

Summer 2027: \$240.00

Summer 2028: \$240.00

Total: \$2439.99

A few considerations:

- The iPad is the lowest-cost option; however, there is a risk of future incompatibility with Rec Desk, which could require purchasing a replacement device at an unknown cost.
- The Verizon laptop option provides a reliable Microsoft platform but comes at the highest overall cost, particularly if the device is not needed outside of the pool season.
- The All West option offers a balanced approach in both cost and reliability. It allows the City to pay only for service during the months it is needed, avoiding unnecessary year-round expenses. It also supports a stable Microsoft-based system, which Rec Desk identifies as the most reliable platform for point-of-sale operations. This reduces the risk of compatibility issues, service disruptions, or unexpected replacement costs. Additionally, using fiber internet provides a consistent and secure connection, which is critical for processing transactions and maintaining efficient operations during the busy pool season.

RECOMMENDED ACTION: Consider internet options at the Outdoor pool and direct staff which option to pursue. If council wants staff to consider different options, the matter can be tabled again.

Attachments Provided: Yes ___ No X

Submitted by: Lois Hicks and Natasia Diers

Tabled Business

(b)

There have been no changes to the DRAFT Agreement; therefore, recommendation is to table item again until
May 11, 2026

Old Business (a)

AGENDA ITEM # 2 **OLD BUSINESS**

Department: ADMINISTRATION

Meeting Date: April 13th, 2026
April 27th, 2026

SUBJECT: **2nd Reading Ordinance 2026-905 Conditional Use Temporary Workforce and Short-term Housing in Light Industrial Zone I-1**

DESCRIPTION/JUSTIFICATION:

With the TerraPower Natrium™ nuclear plant coming to Kemmerer there is a need in the City limits for temporary workforce housing and other short-term housing. Staff believes the best zone for this is the Light Industrial Park I-1 listed in Chapter 23 of City Code. The following items are important to consider in the area of standards, which went before the zoning board, on April 21, 2026:

- Parking – number of spaces per occupancy
- Setbacks and/or buffers from property lines abutting industrial zoned property – possibly screening (fence or landscaping)
- Location of propane storage tanks (just a thought, not sure if this is necessary)
- Accessory structures (like storage sheds) – consider if/how they should be permitted. Might make sense for maintenance, but what if they want detached storage for ATVs, etc? This might not be a concern based on development prerogatives, but it's possible.
- Dining hall
- Recreation center with work out facilities
- Cantina

Attached is the suggested code change, which may be further improved by the zoning board in a Special Session on May 5th 2026. In its April 21st 2026 Zoning Board Regular Meeting, they provided the following feedback based on the 1st Reading the City Council passed:

- They would like to get a copy of the RFP provided to potential developers by Bechtel, who is building the plant, so they know the specifications related to this project. For example, is there fencing around the housing, how high or wide can it be built. I have already asked Bechtel to provide it if possible.
- They want the maximum density to be no more than 20 units per acre, just as in the M2 zone.
- They want to consider the appropriate distance (buffer) between the temporary workforce housing and any nearby residential.
- They don't want a lagoon but would consider other types of waste-water treatment.
- They want to make sure it is bonded so that if the company building it doesn't end up removing it, there are resources to for the City to hire someone to do it themselves. (I told them that could be a requirement of their conditional use permit.)
- Most like the idea of doing this to avoid over-building rental housing such as apartments.

Some of the suggested definitions of terms came from an AI search. The Temporary Workforce Housing Facility definition covers all types of structures types (RV, modular, etc.), acknowledges common facilities, and ties it to a specific project or industry.

A public hearing and the 3rd reading are scheduled for May 11th 2026.

RECOMMENDED ACTION:

Pass on 2nd Reading Ordinance 2026-905 adding Temporary Workforce and Short-term Housing in Chapter 23 Light Industrial Zone I-1.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ARTICLE II. DEFINITIONS AND RULES OF CONSTRUCTION

Section 23-5 Definition of Terms

Temporary Workforce Housing Facility (commonly known as man camp or temporary workforce hub)

A coordinated development of multiple temporary housing units, which may include modular buildings, recreational vehicles, manufactured housing, dormitory-style structures, or similar accommodations, established to provide temporary lodging for a limited duration for a workforce associated with a specific project or industry. Such facilities may include shared dining, sanitation, recreation, and support services; and after such project is completed, facilities shall be decommissioned (see "Decommissioning" defined in this Article II, Section 23-5), except that useful infrastructure and improvements (roads, sewer, water, etc.) built during the project may remain, and may be required to remain, based on Zoning Board approval or as set forth in the Conditional Use Permit.

Decommissioning

The removal of all temporary housing units, structures, utilities, and associated improvements and the restoration of the site to a condition consistent with surrounding land uses, as required upon expiration or termination of the Conditional Use Permit.

Short-term Rentals

A residential dwelling, or a portion thereof, for lodging purposes for less than 30 consecutive days, excluding long-term leases (30 days or more) and traditional hotels.

SECTION 23-50. I-1 – LIGHT INDUSTRIAL DISTRICT

SECTION 23-51. PURPOSE

The I-1 Light Industrial zone district is intended for the purpose of allowing certain industrial uses which may, in general, be compatible with residential and/or commercial activities. Land coverage, building height, traffic generation, obnoxious sounds, glare, dust and odor are minimal to insure compatibility with adjoining properties.

SECTION 23-52. PERMITTED USES

The following uses may be permitted in a I-1 district:

- (a) Automobile and vehicular sales and repairs;
- (b) Bottling works;
- (c) Building material sales (except for ready-mix concrete and similar uses which emit dust, odor or smoke);
- (d) Carpenter, cabinet, plumbing or sheet metal shops;

- (e) Contractor's office and equipment storage yard;
- (f) Dry cleaning and/or laundry plants;
- (g) Frozen food lockers;
- (h) Greenhouse and nurseries, retail and wholesale;
- (i) Light manufacturing operations, providing that such use is not noxious or offensive by reason of vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke;
- (j) Sales, service repairs, painting and storage;
- (k) Monument sales and manufacture;
- (l) Motor vehicle sales, services, repairs and painting;
- (m) Printing, publishing and newspaper services
- (n) Public utility and public service uses as follows:
 - (1) Substations,
 - (2) Railroads,
 - (3) Telephone exchange, microwave towers, radio towers, television towers, telephone transmission buildings, small electric generation facilities.
 - (4) Public utility storage yards;
- (o) Sign printing, painting and manufacturing;
- (p) Parcel warehousing and distribution and trucking facilities;
- (q) Upholstery shops;
- (r) Urgent care medical facility;
- (s) Warehouses;
- (t) Welding shops;
- (u) Wholesale merchandise sales and storage;
- (v) Other industrial uses which have similar influences as the above uses.

SECTION 23-53. CONDITIONAL USES

- (a) Parking lots;
- (b) Public or private cemetery;
- (c) Private recreation facility;
- (d) Telecommunications facility not on city property;
- (e) Public or private utility facility and public or private service installations and facilities, excluding business offices and repair/storage facilities.
- (f) Temporary workforce housing
- (e)(g) Short-term housing [this may be more appropriate in other zones, like residential, commercial, and commercial combined]

SECTION 23-54. PROHIBITED USES

- (a) Single family dwelling
- (b) Two family dwelling
- (c) Multifamily dwelling
- (d) Domesticated farm animals

Coops, barns, stalls, pens and any other animal housing per Chapter 5, Section 5-12, Keeping of Animals, of the City code.

SECTION 23-55. MAXIMUM AND MINIMUM LOT STANDARDS

- (a) Setbacks. The minimum setback from any lot line or public right-of-way shall be as set forth below:

<u>Buildings:</u>	<u>Feet</u>
Front	35
Interior side and rear	15
Corner side	30
Residential Zone Boundary	60

<u>Parking lots:</u>	<u>Feet</u>
Front	6
Interior side and rear	10
Corner side	10
Residential Zone Boundary	25

- (b) Minimum lot area shall be determined by building, area, parking requirements and required setbacks.

(b)(c) Temporary Workforce Housing shall have a maximum of 20 dwelling units per acre, and shall be no closer than xx feet to any residential area.

All business utilizing outdoor storage of materials shall have that portion of the property fenced and screened from all public rights-of-way and any adjoining residential or commercial land use.

SECTION 23-56. HEIGHT REQUIREMENTS AND PROVISIONS

(a) When a building or structure is within one hundred fifty (150) feet of a more restrictive residential district zone, such building or structure shall not exceed forty-five (45) feet in height.

SECTION 23-57. OFF-STREET PARKING AND LOADING

Loading and unloading spaces shall be provided off-street and on the premises and in the side or rear yard for such uses involving receipt or distribution of materials or merchandise by motor vehicle or rail. All loading and unloading operations shall be so located to avoid undue interference with public use of streets, alleys and walkways. Such space shall include a twelve (12) foot by fifty (50) foot loading area for loading and unloading operations and shall have a minimum height clearance of fourteen (14) feet.

The minimum number of required parking spaces shall be provided as follows:

Five (5) employee parking spaces for the first 3,000 square feet plus the additional parking required by the following table:

NUMBER OF SPACES	GROSS FLOOR AREA (IN SQUARE FEET)
1	3,001 – 20,000
2	20,000 – 40,000
3	40,000 – 60,000
4	60,000 – 80,000
5	80,000 – 100,000
6	100,000 – 150,000

One additional space shall be provided for each fifty thousand (50,000) square feet above one hundred fifty thousand (150,000) square feet.

SECTION 23-58. SIGNS

The signs permitted in this zone shall be in conformance with Chapter 23, Article XIII, Signs, of the Kemmerer Municipal Code.

SECTION 23-59. WATER/SEWER REQUIREMENTS

All buildings or properties used for human occupancy, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer of the city, is required, at the owner(s) expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this article, within thirty days after date of official notice to do so, provided that the sanitary sewer is within four hundred feet of the site.

All structures intended for human occupancy within the municipal boundaries on lots of one (1) acre or less shall connect to the municipal water system, subdivisions with lot areas greater than one acre shall have the option of using a domestic well for potable water.

Lots greater than two (2) acres and further than 400 feet from a sewer main may use individual sewage disposal systems.

New Business (a)

AGENDA ITEM # a NEW BUSINESS

Department: Recreation

SUBJECT: Rec Advisory Board By-Laws

BRIEF DESCRIPTION/JUSTIFICATION:

The proposed by-laws are intended to update and clarify the number of board members that need to be present to constitute a quorum to conduct Recreation Advisory Board meetings. Adopting updated by-laws will support transparency, accountability, and the effective functioning of the Advisory Board.

RECOMMENDED ACTION:

Authorize the City Council and Mayor to approve these updated by-laws of the Recreation Advisory Board.

Attachments Provided: Yes No

Submitted by: Lois Hicks

Kemmerer Recreation Advisory Board ByLaws

Section 1. MEMBERSHIP

The Kemmerer Recreation Advisory Board shall consist of five (5) to seven (7) members, all of whom shall reside within the greater Kemmerer area (mailing addresses of Kemmerer, Diamondville, Frontier, Opal)

Section 2. TERM OF MEMBERSHIP

There is here by created a Recreation Board of the City of Kemmerer, Wyoming, consisting of five to seven (5-7) members to be appointed by the Mayor and confirmed by the City Council. Initially, one (1) member shall be appointed for a term of one year; two (2) members shall be appointed for a term of two years; and two (2) members shall be appointed for a term of three year. There after all terms shall be for a period of three (3) years.

Section 3. REMOVAL FROM BOARD

If a member fails to attend three (3) consecutive meetings without justification, he/she may be removed from the Board. The Board members shall serve at the pleasure of the Mayor and City Council.

Section 4. MEETINGS

Meetings will be held at least once per month through the year to be scheduled by the Chair and the Coordinator of the Recreation Center.

Section 5. OFFICERS

Each January the Board will appoint (re-appoint) a Chair, Vice Chair, and a Secretary to serve for the calendar year.

Duties of Officers

Chair – conduct the meetings and keep track of membership and terms

Vice-Chair – conduct the meetings in the absence of the Chair and assist with leadership duties.

Secretary – keep minutes of the meetings and keep track of attendance, conduct the meetings when the Chair and Vice-Chair are absent.

Section 6. VOTING

~~Two thirds (2/3) of the Board members shall constitute a quorum. The Program Coordinator can break a tie vote.~~

Three (3) members of the Board shall constitute a quorum. The Recreation Director or Program Coordinator can break a tie vote.

Section 7. AMENDING

These ByLaws may be amended as needed by a quorum of the Board.

Updated: April 27, 2026

Kemmerer, Lincoln County, this 27 day of April, 2026

CITY OF KEMMERER, WYOMING

BY: _____

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS, CLERK/TREASURER

New
Business
(b)

AGENDA ITEM # b (NB) OB (CONSENT) Department: Admin-EC-visitor cabin
Meeting Date: 4/27/26

SUBJECT: Door and lock for visitors center (cabin at the triangle)

BRIEF DESCRIPTION / JUSTIFICATION:

The Fossil Basin Chamber of Commerce is requesting replacement of the visitor center (cabin) door at the Triangle using Lodging Tax funds (current balance: \$74,000+).

Of the three bids received, the preferred option includes a door with a window, creating a more welcoming and visible entrance for tourists and community members. The current door is outdated, difficult to operate, and poses a security concern due to multiple keys being in circulation. In addition, a new door lock will be purchased to further improve security and allow better control of access to the facility.

This project will improve both the appearance and functionality of the visitor center by enhancing curb appeal, accessibility, and security. Upgrading the door supports a more positive first impression for visitors while ensuring better control and protection of the city's visitor's center.

RECOMMENDED ACTION: Approve to have Kaylynn purchase a new door (\$1,338.76) and lock (\$79.98), total of \$1,418.74.

Attachments Provided: Yes No

Submitted by: Kaylynn Williams

ESTIMATE

Dream Custom Interiors
PO Box 44
Diamondville, WY 83116-0044

dreamcustom1@outlook.com
+1 (307) 747-0203

Bill to
Jessica Lozier

Ship to
Jessica Lozier

Estimate details

Estimate no.: 1001
Estimate date: 01/27/2026

#	Product or service	Description	Qty	Rate	Amount
1.	services	Front door replacement on Cabin on Triangle: Fiberglass wood grain, Brown tone door	1	\$5,300.00	\$5,300.00
				Total	\$5,300.00

Accepted date

Accepted by

Item 1

(4-6 weeks)

66021



OUTSIDE

Product Type	Exterior Doors
Product Line	Therma-Tru Steel and Fiberglass Doors
Door Configuration	Single Prehung
Door Handing	Left Hand Outswing (1C)
Door Height	6/8
Door Width	3/0
Style Number	S6021
Door Category	Clear Glass Doors
Material	Fiberglass
Door Texture	Smooth-Star
Door Thickness	1 3/4"
Glass Shape	Half Lite Rectangle
Glass Collection	Clear Glass
Door Style	Half Lite 1 Panel
Glass Name	Clear Lite
Frame Profile	Flat Lite Frame
Low-E Glass	No
Style Option Number	S6021-ADVF
Lock System Type	Lock Prep Only - No Hardware
Door Bore	Single Bore (Lockset Only)
Bore Backset	2 3/8"
Edge Prep	Mortise (Radius Corner)
Mail Slot	No Thank You
Jamb Species	Primed
Jamb Width	Custom
Weatherstrip	Bronze Weatherstrip
Exterior Trim	No Exterior Trim
Sill	Mill Composite Fixed Sill Outswing
Hinge Finish	Brushed Nickel (US15)
Hinge Type	Self-Aligning NRP / Ball-Bearing
Hinge Shape	5/8" Radius x Square LH
Add-Ons	No

Size	Width	Height
Rough Opening	38 1/4"	61 7/16"
Net Unit Size	37 1/2"	60 15/16"

Specification	Dimension
Custom Jamb	5 1/2"

	Qty	Rate	
ING -		787.42	787.42
		276.00	276.00
		225.00	225.00
		516.00	516.00

The estimate provided herein is an estimate only.
 Additional materials or labor may be required.
 Estimates good for 30 Days.

Item 1

*** (4-6 weeks)**

Product Type	Exterior Doors
Product Line	Therma-Tru Steel and Fiberglass Doors
Door Configuration	Single Prehung
Door Handing	Left Hand Outswing (1C)
Door Height	6/8
Door Width	3/0
Style Number	FCM6021
Door Category	Clear Glass Doors
Material	Fiberglass
Door Texture	Fiber-Classic Mahogany Collection
Door Thickness	1 3/4"
Glass Shape	Half Lite Rectangle
Glass Collection	Clear Glass
Door Style	Half Lite 1 Panel
Glass Name	Clear Lite
Frame Profile	Scrolled Lite Frame
Low-E Glass	Yes
Style Option Number	FCM6021-LE
Lock System Type	Lock Prep Only - No Hardware
Door Bore	Single Bore (Lockset Only)
Bore Backset	2 3/8"
Edge Prep	Mortise (Radius Corner)
Mull Slot	No Thank You
Jamb Species	Primed
Jamb Width	Custom
Weatherstrip	Bronze Weatherstrip
Exterior Trim	Brickmould
Exterior Trim Application	Ship Brickmould Loose
Sill	Bronze Composite Fixed Sill Outswing
Hinge Finish	Oil-Rubbed Bronze (US10B)
Hinge Type	Self-Aligning NRP / Ball-Bearing
Hinge Shape	5/8" Radius x Square LH
Add-Ons	No

FCM6021



OUTSIDE

Size	Width	Height
Rough Opening	38 1/4"	81 7/16"
Net Unit Size	37 1/2"	80 15/16"

Specification	Dimension
Custom Jamb	5 1/2"

		5.00%	93.04
<p>The estimate provided herein is an estimate only. Additional materials or labor may be required. Estimates good for 30 Days.</p>			

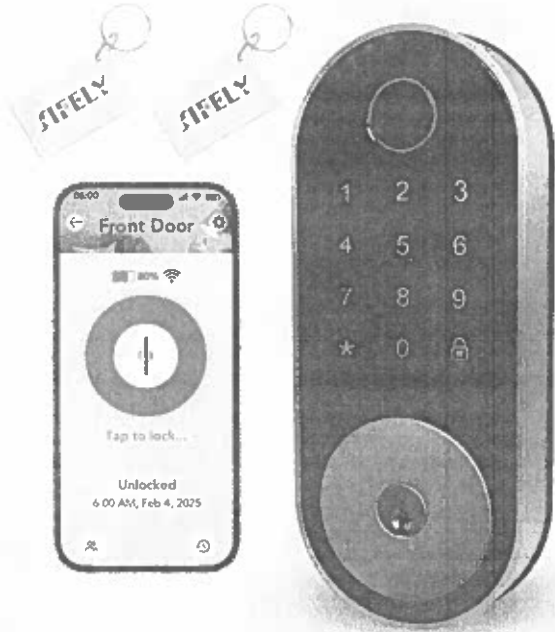
Phone #	307-875-9132	Fax #	307-875-9138	Total	\$1,338.78
---------	--------------	-------	--------------	-------	------------

Signature

amazon business

Fix it before year-end

Tools & Home Improvement > Hardware > Door Hardware & Locks > Deadbolts



Click to see full view



4+

2 VIDEOS

Ask Rufus

- Can it store multiple fingerprints? Does it have an alarm?
- Is installation hardware included? Why you might like this
- Compare with similar Ask something else

Built-in WiFi Fingerprint Smart Deadbolt with Keypad – Keyless Entry Lock for Home, Airbnb, Rental, Kids/Seniors, Remote App Access, Auto Lock, DIY Setup (No Gateway Needed), Alexa & Google Compatible

Visit the Sifely Store

4.4 (121) | Search this page

100+ bought in past month

Limited time deal

-11% \$79.98

List Price: \$89.99

Two-Day

FREE Returns

Save 5% on 2 select item(s) Shop items

Color: Silver

Brand Sifely

Special Feature Weather Resistant, Fingerprint, Fob Unlock, Passcode Unlock, Auto-Lock, One-Touch Lock, Touchscreen, Anti-

Lock Type Biometric, Deadbolt, Keypad

Item dimensions 6.3 x 2.6 x 1.9 inches

L x W x H

Material Aluminum, Zinc

About this item

- [Built-in WiFi – No Gateway Needed]** Connect directly to WiFi and control your door from anywhere using the app. No additional hub or gateway required—ideal for Airbnb hosts and rental properties.
- [Remote App Access for Airbnb & Rental Guests]** Create, share and delete passcodes remotely. Track every unlock in real time—perfect for property managers, rental owners, kids or seniors at home.
- [Five Ways to Unlock]** Fingerprint, keypad, app, passcode or key. No more lost keys—simple access for kids, seniors, guests or service workers when you're not home.
- [Easy DIY Setup – Fits Most US Doors]** Installs with a screwdriver in minutes. Fits standard deadbolt holes on most front and interior doors—no wiring or professional help needed.
- [Alexa & Google Compatible + Auto Lock]** Use voice commands to lock or unlock the door.

\$79.98

Two-Day

FREE Returns

FREE delivery Friday, April 24.
Order within 12 hrs 46 mins

Deliver to CITY - Kemmerer
83101

In Stock

Qty: 1

Add to cart

Need more than 126 units?

Request for Quote

Secure transaction

Sold by Sifely and Fulfilled by Amazon.

Return policy:
FREE 30-day refund/replacement

Support:

Product support included

Add a Protection Plan:

- 4-Year B2B Home Improvement Protection Plan for \$15.99
- 3-Year B2B Home Improvement Protection Plan for \$10.99

Add a gift receipt for easy returns

Add to Auto Buy

Add to List

Sponsored

New Business (c)

AGENDA ITEM # C (NB/OB CONSENT) Department: Admin-EC
Meeting Date: 4/27/26

SUBJECT: SLTEC fees - invoice worksheet form

BRIEF DESCRIPTION/JUSTIFICATION:

The stage and wet bar fees need updating as we will need to replace them soon. A small increase from \$90 to \$100 for the stage (takes two people to set up and tear down the stage, plus wear and tear on it) and wet bars from \$40 to \$50 each. Include the 10% Admin fee for soda, bottle water and paper dishware as that is an increased service and time of staff to prepare (more than coffee service which does have that 10% fee). Also, get rid of the second punch pass with the 7th half off as we lose money, rarely used and confusing to staff and customers.

With the attached forms, the yellow highlighted parts are changes, additions or deletions and the second form without any color, is the final draft.

RECOMMENDED ACTION: Approve fee increases and take away 2nd punch pass.

Attachments Provided: Yes No

Submitted by: [Kaylynn Williams](#)

RESOLUTION NO. 2026-874

A RESOLUTION AMENDING RESOLUTION 2025-859 SOUTH LINCOLN TRAINING EVENT CENTER FEE SCHEDULE EFFECTIVE MAY 1, 2026

WHEREAS, the City Council has determined that it is the best interest of the City to set a fee schedule annually at the South Lincoln Training and Event Center;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming, as follows:

Large Training Room (Mioplosus or Heliobatis and Dragonfly)	\$60/Hr	\$240/Day
Expanded Training Room (Heliobatis, Dragonfly, Mioplosus)	\$90/Hr	\$360/Day
Great Room (Knightia/Priscacara)	\$210/Hr	\$840/Day
Expanded Great Room	\$300/Hr	\$1200/Day

DISCOUNTS: City/County Residents-20%, Nonprofit/Gov Org-20%, County/LCSD #1-50%

Wedding Package

Access to the space for 8 hours the day before the event and 4 hours the day after the event (at Event Center Director's discretion).

Example: 8 hours Friday, all day Saturday, 4 hours Sunday.

Package includes the use of the kitchen and one portable wet bar, second portable wet bar, linen rental, stage use or additional time will be billed according to regular rates.

Great Room	\$1500/3 day period
Expanded Great Room	\$2000/3 day period

Additional Rentals

Great Room

Funeral/Memorial Services (Two-hour service in Great Room)	\$300
--	-------

Expanded Training Room

Celebrations (Birthday Party/Bridal Shower/Baby Shower)	\$150
---	-------

Security Deposit

Security deposits are due at the time rental is booked.

	Without Alcohol	With Alcohol
Large Training Room	\$120.00	\$240.00
Expanded Training Room	\$180.00	\$360.00
Great Room	\$420.00	\$840.00
Expanded Great Room	\$600.00	\$1200.00

Rental Equipment

Stage	\$90.00 <u>\$100.00</u>
Portable Wet Bar	\$40.00 <u>\$50.00</u>
Linens	**

**In-house black tablecloths available to rent for \$3.50/piece + 10% Administrative Fee

Color napkins and tablecloths available

ASK FOR PRICE QUOTE

ALL LINEN RENTALS \$15.00 SERVICE CHARGE

Full Kitchen Use	\$200.00/Day
Limited Kitchen Use (Dishes Only)	\$100.00/Day
Coffee, Tea and Water Service *	\$60.00/\$120.00 <u>+ 10% Administrative Fee</u>
	*up to 100 people/over 100 people
Catering	Request quote
Copies	\$0.25/page

PASSED, APPROVED AND ADOPTED this 27th day of April, 2026

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS, CITY CLERK/TREASURER

Client: _____ Event Date: _____
 Billing Address: _____

Discounts Applied (discounts only on room rental, not packages):

- City or County Resident, Nonprofit/Gov't (20%)
 County/School District (50%) Punch Pass (6th use free) Punch Pass (7 or more 50%)

Security Deposit: Amount to be refunded \$ _____
 Amount to be surrendered for damages, etc. \$ _____ (attach pictures & receipts)

Room(s)	X	Base Rate		Hours Used	Price
		Hour	Day		
Training Room		\$60.00	\$240.00		
Expanded Training Room		\$90.00	\$360.00		
Great Room		\$210.00	\$840.00		
Expanded Great Room		\$300.00	\$1200.00		
Kitchen		\$200.00			
Kitchen Limited Use (Dishes only)		\$100.00			
Pkg Wedding Great Room		\$1500.00			
Pkg Wedding Expanded Great Room		\$2100.00			
Pkg Funeral/Memorial Service		\$300.00			
Pkg Celebration (Birthday, Baby)		\$150.00			
Stage		\$90.00			
Portable Wet Bar		\$40.00			

Linen Rental	Y	N	Quantity	10% Admin Fee	Service Fee	Total
Tablecloth \$5.50					\$15.00	
Napkins \$.55						
In-house tablecloth (BLACK only) \$3.50					N/A	

Additional Services	Yes	No	# of Guests	Rate	10% Admin Fee	Total
Catering set up or provided by SLTEC						
Coffee, Tea & Water Service 0-100 people \$60 Over 100 people \$120					N/A	
Soda and bottled water (\$1 per person per bowl)						
Plates, plasticware and napkins (\$.50 per person per meal)						

SLTEC Rental Invoice Worksheet Total

Room Rental	+
Kitchen Use	+
Equipment Use (Stage, Wet Bar, etc.)	+
Linen Rental	+
Additional Services	+
Security Deposit to be applied, enter amount	-
Enter discount amount, if any	-

Enter Fee Waiver by City Council, if any	-
Total Due	=

Client: _____ Event Date: _____

Billing Address: _____

Discounts Applied (discounts only on room rental, not packages): City or County Resident, Nonprofit/Gov't (20%) County/School District (50%) Punch Pass (6th use free) Punch Pass (7 or more 50%)

Room(s)	X	Base Rate		Hours Used	Price
		Hour	Day		
Training Room		\$60.00	\$240.00		
Expanded Training Room		\$90.00	\$360.00		
Great Room		\$210.00	\$840.00		
Expanded Great Room		\$300.00	\$1200.00		
Kitchen Full Use		\$200.00			
Kitchen Limited Use remove(DISHES only)		\$100.00			
Pkg Wedding Great Room		\$1500.00			
Pkg Wedding Expanded Great Room		\$2100.00			
Pkg Funeral/Memorial Service		\$300.00			
Pkg Celebration (Birthday, Baby)		\$150.00			

Linen Rental	Y	N	Quantity	10% Admin Fee	ALSCO Service Fee	Total
Colored Tablecloth \$5.50					\$15.00	
Cloth Napkin \$.55						
In-house tablecloth (BLACK rectangle, 9 cream round) \$3.50					N/A	

Equipment/Additional Services	Yes	No	# count	Rate	10% Admin Fee	Total
Stage set up (up to 4 panels, 2 stairs)				\$100		
Portable Wet Bar (2 available)				\$50		
Catering set up/provided by SLTEC						
Coffee, Tea & Cocoa Service 0-100 people \$60 Over 100 people \$120						
Soda and bottled water (SI remove per person per bowl)					N/A	
Plates, plasticware and napkins (\$.50 per person per meal)					N/A	

SLTEC Rental Invoice Worksheet Total

Room Rental	+
Kitchen Use	+
Linen Rental	+
Equipment Use (stage, wet bar etc)	+
Additional Services	+
<p align="center">Security Deposit to be applied</p> <p>Security Deposit: applied to total due \$ _____ refunded \$ _____ apply for damages etc \$ _____ (attach pictures & receipts)</p>	-
Enter discount amount, including if received Fee Waiver from City Council	-
Total Due =	

South Lincoln Training and Event Center Invoice Worksheet

Client: _____ Event Date: _____

Billing Address: _____

Discounts Applied (discounts only on room rental, not packages): City/County Resident, Nonprofit/Gov't (20%)
 County/School District (50%) Punch Pass (6th use free)

Room(s)	X	Base Rate		Hours Used	Price
		Hour	Day		
Training Room		\$60.00	\$240.00		
Expanded Training Room		\$90.00	\$360.00		
Great Room		\$210.00	\$840.00		
Expanded Great Room		\$300.00	\$1200.00		
Kitchen Full Use		\$200.00			
Kitchen Limited Use		\$100.00			
Pkg Wedding Great Room		\$1500.00			
Pkg Wedding Expanded Great Room		\$2000.00			
Pkg Funeral/Memorial Service		\$300.00			
Pkg Celebration (Birthday, Baby)		\$150.00			

Linen Rental	Y	N	Quantity	10% Admin Fee	ALSCO Service Fee	Total
Colored Tablecloth \$5.50					\$15.00	
Cloth Napkin \$.55						
In-house tablecloth (BLACK rectangle, 9 cream round) \$3.50					N/A	

Equipment/Additional Services	Yes	No	# count	Rate	10% Admin Fee	Total
Stage set up (up to 4 panels, 2 stairs)				\$100.	N/A	
Portable Wet Bar (2 available)				\$50	N/A	
Catering set up/provided by SLTEC						
Coffee, Tea & Cocoa Service 0-100 people \$60 Over 100 people \$120				\$60 \$120		
Soda and bottled water (\$1 each)				\$1		
Plates, plasticware and napkins (\$.50 per person per meal)				\$0.50		

SLTEC Rental Invoice Worksheet Total

Room Rental	+
Kitchen Use	+
Linen Rental	+
Equipment Use (stage, wet bar etc)	+
Additional Services	+
<p align="center">Security Deposit to be applied</p> <p>Security Deposit: applied to total due \$ _____ &/or refunded \$ _____ or apply for damages etc \$ _____ (attach pictures & receipts)</p>	-
<p>Enter discount amount, including if received Fee Waiver from City Council</p>	-
Total Due =	

New
Business
(d)

AGENDA ITEM # do (NB OB CONSENT) Department: City Hall Complex
Meeting Date: 4/27/26

SUBJECT: City Hall AV Quotes

BRIEF DESCRIPTION/JUSTIFICATION: Audio Video quotes for the City Council chambers and Municipal Court.

RECOMMENDED ACTION: Select Hooten Tech.

Attachments Provided: Yes No

Submitted by: John Tibbetts

Hooton		Units	Per Unit	Total
Laptops	Microsoft Surface Laptop u5/16GB/512GB	3	\$1,800.00	\$5,400.00
Keyboard	Logitech MK710 Keyboard	1	\$80.00	\$80.00
Microphone	Logitech Rally Plus System	1	\$2,599.00	\$2,599.00
Microphone mount	Logitech pod mount	10	\$70.00	\$700.00
Mount	Logitech Mounting Bracket for display hub	1	\$150.00	\$150.00
Cable	Rally Mic Pod Cable	3	\$199.00	\$597.00
TV	LG-86" UA77 LED AI 4K UHD Smart webOS TV	1	\$900.00	\$900.00
TV Stand	Rolling TV Stand	1	\$200.00	\$200.00
Hardware	conduit, mounts, cable etc	1	\$300.00	\$300.00
Labor	System instalation and configuration	1	\$1,100.00	\$1,100.00
Support	Hourly	1	\$110.00	\$0.00
Total				\$12,026.00
Absolute Audio Visual		Units	Per Unit	Total
Laptop	22" LCD Laptop	3	\$2,000.00	\$6,000.00
Controller	Enterprise access hub	1	\$1,500.00	\$1,500.00
Microphones	Wireless mics	7	\$300.00	\$2,100.00
Mounts	Mic Mounts	7	\$50.00	\$350.00
TV	65" 4K LCD	1	\$1,000.00	\$1,000.00
TV Rack	Rolling TV Rack	1	\$300.00	\$300.00
Switching system	Digital Matrix Switching and Scaling System	1	\$3,500.00	\$3,500.00
Speakers	Ceiling mounted speakers	18	\$150.00	\$2,700.00
Materials	Conduit, cable etc	1	\$500.00	\$500.00
Labor	Instalation	1	\$1,800.00	\$1,800.00
Support	1 Year	1	\$9,858.00	\$9,858.00
Total				\$29,608.00
Harris Co.		Units	Per Unit	Total
Laptop	Universal Workstation Computer	3	\$2,500.00	\$7,500.00
Microphone	External Microphone	4	\$1,000.00	\$4,000.00
AV system	mounts for mic and sound	10	\$100.00	\$1,000.00
TV	64" 4K LCD	1	\$1,200.00	\$1,200.00
TV Stand	Rolling TV Stand	1	\$350.00	\$350.00
Controller	AV Mater Controller	1	\$4,500.00	\$4,500.00
Microphone	Wireless Microphone	2	\$500.00	\$1,000.00
Audio	Audio Amplifiers	6	\$300.00	\$1,800.00
Materials	Conduit, hardware etc.	1	\$1,000.00	\$1,000.00
Labor	Instalation	1	\$2,500.00	\$2,500.00
Support	1 Year	1	\$0.00	\$0.00
Total				\$24,850.00

New
Business
(e)

AGENDA ITEM # e (NB) OB CONSENT) Department: Golf
Meeting Date: 4/27/26

SUBJECT: Golf Advisory Board request to change bylaws

BRIEF DESCRIPTION/JUSTIFICATION: The Golf Advisory Board would like to change Section 3. TERM OF MEMBERSHIP of the Fossil Island Golf Course Advisory Board Bylaws. This change is requested due to difficulty finding someone to fill the vacant position representing the Men's League. The Fossil Island Golf Advisory Board is also requesting to change the term limits for the senior men's league, men's league and ladie's league representatives from three years to two years.

RECOMMENDED ACTION: Approve both requests

Attachments Provided: Yes x No

Submitted by: John Tibbetts

Section 3. TERM OF MEMBERSHIP

The Mayor and City Council shall appoint members to the Board for three (3) year terms each for the Senior's Golf League, Women's Golf League, and Men's Golf League appointees; and for two (2) year terms each for the two at-large appointees. Upon a vacancy of an unexpired term, the Mayor and City Council shall appoint a new member to fill the unexpired term. At the end of a three (3)-year or two (2)-term, members may re- apply for another term.

The Mayor and City Council shall appoint members to the Board from the Senior's Golf League, Women's Golf League, and Men's Golf League appointees and the two at-large appointees will all serve for two (2) year terms. The Senior's Women's and Men's league will expire the opposite year that the at-large members expire, so that their appointments do not expire in the same year, ensuring staggered representation on the Board.

If no qualified individuals apply from any league, then an individual that plays golf may apply and be selected. The member appointed to fill a vacant seat shall serve the term, whether it is a three (3)-year or two (2)-year term, as applicable. If an individual is appointed to fill a vacancy during an unexpired term, that individual will serve for the remainder of the existing term. This ensures continuity and proper representation on the Board.

New
Business
(f)

AGENDA ITEM # f (NB) OB (CONSENT) Department: Golf
Meeting Date: 4/27/26

SUBJECT: FunRazor fee waiver request.

BRIEF DESCRIPTION/JUSTIFICATION: Representatives of the FunRazor golf tournament would like to request that the \$1,500.00 fee be waived.

RECOMMENDED ACTION: Approve the fee waiver as sponsorship.

Attachments Provided: Yes ___ No x

Submitted by: John Tibbetts

New
Business
(g)

AGENDA ITEM # 9 (NB) OB CONSENT)

Department: Administration Public Works

Meeting Date: 4/27/26

SUBJECT: Use of impact funding for large street patches.

BRIEF DESCRIPTION/JUSTIFICATION:

This ask is for 10 large street patches that are listed on attachment with location, size and cost. R&D sweeping is currently working on the Elk Street project and will have a paving machine in town, which saves the city a mobilization fee. I believe we get a better finished product when utilizing a paving machine instead of city owned equipment. R&D sweeping quoted us \$10sf for asphalt material and placement along with a seal coat once patches are complete. City crews will be conducting the cutting and subgrade work for these patches. I have included a 5% overage with costs in case we need to add a little more size to patches, due to unforeseen issues.

RECOMMENDED ACTION:

Approve engaging the services of R&D Sweeping to provide asphalt and asphalt patching at the rate of \$10 per square foot, for a not-to-exceed amount of \$73,450.

Attachments Provided: Yes X No

Submitted by: Chad Nielson

R & D SWEEPING & ASPHALT MAINTENANCE LC
1931 Yellowstone Rd
Rock Springs, WY 82901-3245
US
rfranich@rdsweeping.net

Estimate

ADDRESS

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101

ESTIMATE #	DATE
7122	04/23/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	12	City of Kemmerer Asphalt Patching Asphalt Patching 4" In Depth (Prep to be performed by the city) - 7,345 SF @ \$10/SF	7,345	10.00	73,450.00
Contact R & D Sweeping & Asphalt Maintenance, LC to pay.					
				SUBTOTAL	73,450.00
				TAX (0%)	0.00
				TOTAL	\$73,450.00

Accepted By

Accepted Date

Patch Location	Patch Size	Cost
1. Garnet and 9 th West	8x87	\$6,960
2. Emory Street and Fur	8x87	\$6,960
3. Sorenson and Elk	14x44	\$6,160
4. Sorenson and Elk	15x21	\$3,150
5. Sorenson and Garnet	29x43	\$12,470
6. Canyon Court	25x71	\$17,750
7. Garnet and Park	20x15	\$3,000
8. Beach and Topaz	12x25	\$3,000
9. Mica and Fir	20x33	\$6,600
10. Mica and Fir	23x17	\$3,910

TOTAL \$69,960

5% OVERAGE \$3,498

GRAND TOTAL \$73,458

New
Business
(h)

AGENDA ITEM # h NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: April 27th, 2026

SUBJECT: Proposal and Lease Option Agreement with Target Logistics Management LLC

DESCRIPTION/JUSTIFICATION:

Target Logistics Management LLC of The Woodlands Texas has submitted a proposal and lease option agreement to the City of Kemmerer property in the new Light Industrial Park. It wishes to lease approximately 71.37 acres of land for placement of a proposed Temporary Workforce Hub to house construction and other workers for construction of TerraPower's Natrium™ Kemmerer Unit #1 nuclear plant.

Electronic brochures of the company will have been e-mailed on Friday. Printed copies of the proposal and agreement will be shared with the City Council Monday night.

RECOMMENDED ACTION:

Consider Approval of the Lease Option Agreement with Target Logistics Management LLC of The Woodlands Texas.

Attachments Provided: Yes No

Please see your email for attachments

Submitted by: Brian Muir, City Administrator

New
Business
(i)

AGENDA ITEM # L NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: April 27th, 2026

SUBJECT: Letter of Support Target Hospitality Workforce Hub

DESCRIPTION/JUSTIFICATION:

Target Logistics Management LLC (branded as Target Hospitality) of The Woodlands Texas is applying for and responding to Bechtel's recent RFP regarding providing a temporary workforce hub in the Kemmerer Area. They have also submitted a proposal and lease option agreement to the City of Kemmerer property in the new Light Industrial Park. It wishes to lease approximately 71.37 acres of land for placement of a proposed Temporary Workforce Hub to house construction and other workers for construction of TerraPower's Natrium™ Kemmerer Unit #1 nuclear plant.

Target Hospitality has asked the City of Kemmerer to provide a letter of support in this endeavor. The Mayor and I have met with them and reviewed their materials and you will have seen their brochures previously sent electronically for your review.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the attached letter of support for Target Hospitality's Workforce Hub coming to the City of Kemmerer.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Kemmerer City Hall
220 State Highway 233
Kemmerer, WY 83101



(307) 828-2350
www.kemmerer.org

Make it Matter – Make it Better – Make it Happen

April 27, 2026

Re: Letter of Support for Target Hospitality's Proposed Workforce Hub

To Whom It May Concern,

On behalf of the City of Kemmerer, Wyoming, I am pleased to offer this letter of support for Target Hospitality as a provider of workforce accommodations and hospitality services for the many workers we expect to come to our area in support of the region's energy infrastructure projects.

As our community prepares for the opportunities and responsibilities associated with these transformative projects, it is critical that workforce housing be approached thoughtfully. Based on our engagement with Target Hospitality, we believe their proposed workforce hub is a well-planned, professionally managed solution that aligns with the needs of both the project and our community.

Target Hospitality has demonstrated a clear commitment to collaborating with the City of Kemmerer. Their approach includes leasing city-owned land and delivering tangible economic benefits, such as new revenue streams and broader tax contributions that will support our local economy. These and other commitments are meaningful and reflect an understanding of how large-scale projects can and should contribute positively to the communities where they operate.

Equally important, we recognize Target Hospitality's emphasis on safety, security, and operational standards. Their experience in managing workforce accommodations at scale, combined with a disciplined approach, instills confidence that their presence will be well-managed and respectful of our community. We believe these measures will help address and alleviate any concerns from our residents while supporting a safe and productive environment for the project workforce.

In our view, Target Hospitality's proposed workforce hub will be additive to Kemmerer—supporting economic growth, minimizing strain on local resources, and contributing positively to the overall character of our community. For these reasons, the City of Kemmerer supports Target Hospitality's participation in this project and encourages serious consideration of their proposal. If you have further questions or need to reach me, contact Kemmerer City Administrator Brian Muir via e-mail at bmuir@kemmerer.org or cell phone/text at 307-466-3128.

Sincerely,

Mayor Robert Bowen, City of Kemmerer

New
Business
(j)

AGENDA ITEM # J NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: April 27th, 2026

SUBJECT: Appointment of Thayne Peterson as Interim City of Kemmerer Attorney

DESCRIPTION/JUSTIFICATION:

After over 12 years of exceptional service to the City of Kemmerer, City Attorney Dean Stout will be resigning and taking on a new role as Circuit Court Judge for the Third Judicial District serving Sweetwater County.

Given the amount of projects in motion and the urgent need for legal services, Mayor Bowen and City Administrator Brian have met with Thayne Peterson of Lyman Wyoming and he is willing to take on the role of Interim City Attorney. An engagement letter with his terms will be provided.

RECOMMENDED ACTION:

After Mayor Robert Bowen appoints Thayne Peterson at City of Kemmerer Interim Attorney, the City Council should ratify said appointment.

Attachments Provided: Yes _____ No X

Submitted by: Brian Muir, City Administrator

New
Business
(k)

AGENDA ITEM # k NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: April 27th 2026

SUBJECT: WYDOT FY 2026-2027 SALT SAND PROJECT AGREEMENT

BRIEF DESCRIPTION/JUSTIFICATION:

We have the opportunity to save money on high quality salt and sand by participating in the annual WYDOT bid. In previous years we have ordered anywhere from \$10,000 to \$30,000; this year we have been approved to get up to \$20,000 (with current tonnage being 500 and 45 tons of sodium chloride at that rate) to replenish our stockpile. We have preliminarily budgeted \$20,000 in FY 2026-2027.

In order to participate in the WYDOT bid, we need to authorize the Mayor to signed attached cooperative agreement with WYDOT. Unfortunately, WYDOT did not include Exhibit "A" and I asked them to get this to us by Monday latest, otherwise I recommend tabling.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the WYDOT Cooperative Agreement, including Exhibits A, for salt and sand for a not-to-exceed amount of \$20,00 for State Project ARSCT PEG2A04 Kemmerer Industrial Park 2027 District 3 Stockpiles.

Attachments Provided: Yes x No

Submitted by: Brian Muir, City Administrator

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF KEMMERER**

State Project ARCT PEG2A04
Kemmerer Industrial Park
2027 District 3 Stockpiles
Lincoln County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Kemmerer (City), whose address is: 220 State Highway 233, Kemmerer, Wyoming 83101.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City will purchase approximately five hundred tons (500 t) of salt/sand mix and forty-five tons (45 t) of sodium chloride from WYDOT to be crushed, hauled, and stockpiled at the Kemmerer Industrial Park lot (Project). This Project is associated with WYDOT's main project PEG2631.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through March 31, 2027. All services shall be completed during this term.
4. **Payment.**
 - A. The City agrees to pay WYDOT the entire actual cost of the Project, including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA). Estimated costs are set forth in Exhibit A, Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2027, at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on the Project, as shown in Exhibit A.
 - B. The costs shown in Exhibit A are estimates only and the City understands that it must reimburse WYDOT for all final actual costs, which may be higher or lower.
 - C. The City shall reimburse WYDOT within forty-five (45) days after billing pursuant to Wyo. Stat. § 16-6-602. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

5. **Responsibilities of the City.** The City agrees to:

- A. Pay WYDOT in accordance with Section 4 above.
- B. Submit a letter to WYDOT designating a qualified Project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the Project. The representative will notify WYDOT if quantities should be adjusted. Any adjustment must be agreed upon by the parties in writing.
- C. Upon completion and acceptance of the Project by WYDOT and the City, the City shall return, within thirty (30) days of the WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents.

6. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Crush, haul, and deliver approximately five hundred tons (500 t) of salt/sand mix and forty-five tons (45 t) of sodium chloride to be stockpiled at a mutually agreed upon location at the Kemmerer Industrial Park lot.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.

- E. Award of Related Agreements.** WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- F. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- H. Entirety of Agreement.** This Agreement, consisting of seven (7) pages; Exhibit A, Summary of Project Costs, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- N. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw

warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

- R. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- S. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 Agreement 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.
- V. Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days' written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

**WYDOT:
WYOMING DEPARTMENT
OF TRANSPORTATION**

Signature

Keith R. Fulton, P.E., Chief Engineer

Print Name, Title

Date

ATTEST:

**CITY:
CITY OF KEMMERER**

Signature

Signature

Print Name

Print Name


Title

Title

Date

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Nicholas T. Garcia, Assistant Attorney General

26
~~04~~ *04/13/26*

Date

EXHIBIT A

Summary of Project Costs

State Project ARCT PEG2A04
Kemmerer Industrial Park
2027 District 3 Stockpiles
Lincoln County

Costs were prepared by WYDOT.

Estimated Project Costs:

<u>Item</u>		<u>Cost</u>
Construction	=	\$ 16,777.00
Preliminary Engineering	=	\$ 336.00
Construction Engineering	=	\$ 839.00
Total Direct Costs (TDC)	=	\$ 17,952.00
Indirect Cost Allocation Plan (ICAP) (11% of TDC)	=	\$ 1,975.00
Total Project Costs	=	\$ 19,927.00

NOTE: All costs shown are rounded to the nearest dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of the Project.

Construction Engineering includes project closeout costs.

New Business (1)

AGENDA ITEM # 4 NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: April 27, 2026

SUBJECT: Resolution 2026-875 Economic Benefit Findings for 2 lots and 1.04 Acres of City Property along Highway 189

BRIEF DESCRIPTION/JUSTIFICATION:

Matt Wright of Kettle Restaurant is interested in purchasing 2 lots totaling 1.04 acres of City Property adjacent to theirs, has conducted and paid for a survey, and will be reimbursing the City for the previously completed appraisal of said lots and acreage, more particularly described as two vacant commercial lots, consisting of 1.04 acres, part of a 4.13-acre parcel along Highway 189 and East of the Fossil Island Golf Club, adjacent to Kettle Restaurant. (See map Exhibit A.) The appraised value of the real property is \$2,000. Matt is offering \$1200 for the property.

Per Wyoming Statute (W.S.) 115-1-112 the City sell municipal property without bid if proper conditions are met, including a finding of economic benefit to the City by the City Council, such as jobs, increased sales tax and property values. Kettle Restaurant plans to develop this land to add more units for his RV Park, in anticipation of the coming workforce for TerraPower and it should also create more demand for the Restaurant. (See attached resolution and Exhibit A.)

The appraisal is attached.

RECOMMENDED ACTION:

Approve Resolution 2026-875 finding selling City of Kemmerer property, described as two vacant commercial lots, consisting of 1.04 acres, part of a 4.13 acre parcel along Highway 189 and East of the Fossil Island Golf Club, adjacent to Kettle Restaurant, as shown in map "Exhibit A"; will benefit the economic development of the City of Kemmerer and direct City Administrator Brian Muir to negotiate a potential purchase and sale agreement prepared for review and consideration of the City Council.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

RESOLUTION NO. 2026-875

A RESOLUTION FINDING SELLING CITY OF KEMMERER OWNED PROPERTY LOCATED ON HIGHWAY HIGHWAY 189 EAST OF THE FOSSIL ISLAND GOLF COURSE WILL BENEFIT THE ECONOMIC DEVELOPMENT OF THE CITY

WHEREAS, at the April 27, 2026 City Council meeting The City of Kemmerer received an offer from Matt Wright of Kettle Restaurant, in Kemmerer Wyoming, to purchase City of Kemmerer owned property, described as two vacant commercial lots, consisting of 1.04 acres, part of a 4.13 acre parcel along Highway 189 and East of the Fossil Island Golf Club, adjacent to Kettler Restaurant, as shown in map “Exhibit A”; and

WHEREAS, The City has received no other proposals for this property; and

WHEREAS, an appraisal received for the property was estimated at \$2,000; and

WHEREAS, the proposed expansion of the RV Park on this 1.04 acres will bring in new jobs to the City of Kemmerer; and

WHEREAS, Wyoming Statute (W.S.) 115-1-112 allows the City to sell a municipality property without bid if:

- a) It obtains an appraised value of the property;
- b) It holds a public hearing which has been advertised in a newspaper for three (3) consecutive weeks, and;
- c) Following the public hearing, the governing body determines the sale will benefit the economic development of the municipality.

WHEREAS, public notice was given in *The Kemmerer Gazette* April 9th, April 16th, and April 23rd, 2026, that:

- a) on April 27th 2026, The City of Kemmerer would hold a public hearing at the Regular City Council Meeting regarding the possible purchase and sale of said parcel; and
- b) the appraised estimated value of this parcel is \$2,000;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Kemmerer, Lincoln County, Wyoming, that it finds that the sale of the 1.04-acre parcel, consisting of two vacant commercial lots, part of a 4.13 acre parcel along Highway 189 and East of the Fossil Island Golf Club, adjacent to Kettler Restaurant, shown in Exhibit A, for the outlined purposes, will benefit the economic development of the City of Kemmerer by generating:

- a) new jobs;
- b) increased availability and affordability of temporary workforce and RV pads;

- c) increase tourism revenues from visiting recreators;
- d) increased property and sales tax revenues;
- e) increased economic activity and jobs and revenues at the Kettle Restaurant, and more based on the economic multiplier effect;

FURTHER, the governing body directs the City Administrator to negotiate a potential purchase and sale agreement prepared for review and consideration for the City Council.

PASSED, APPROVED, CERTIFIED AND ADOPTED this 27th day of April 2026.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

PROPOSAL

From: mwright@wabash.net
Subject: Re: Appraisals
Date: April 24, 2026 at 1:31 PM
To: Brian Muir bmuir@kemmerer.org

The appraisal has two options A & B
I would like to purchase options B 1.04 acre
for \$1200.00
This the larger options that includes
along the golf course going north.
The city will still have the drainage ditch
and take care of it. Which needs done !!

On 2026-04-24 10:45 am, Brian Muir wrote:

Matt,

Could you e-mail an offer for the purchase of this property for \$1200

We will be discussing it in Monday's City Council meeting.

thank you

Brian

Brian Muir

City Administrator

City of Kemmerer

220 State Highway 233

Kemmerer WY 83101

307-828-4061 Office

307-466-3128 Cell

bmuir@kemmerer.org

E-mail correspondence to and from me in connection with this
transaction of public business is subject to the Wyoming Public
Records Act and may be disclosed to third parties

On Mar 23, 2026, at 4:35 PM, mwright <mwright@wabash.net> wrote:

Thanks. That is how I thought it was going to work

Sent from my Galaxy

New
Business
(m)

AGENDA ITEM # M NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: April 27, 2026

SUBJECT: 1st Reading Ordinance 2026-903 granting to All West, Wyoming the right for construction, installation, operation and maintenance of a cable system in the City of Kemmerer.

DESCRIPTION/JUSTIFICATION:

Our franchise cable agreement with Allwest, has expired, and needs to be renewed. Consider discussing the following:

- 1) 10 years is different than the 5-year term we have done previously with the other utilities. Perhaps a 5-year term with automatic renewal would serve both parties well.
- 2) Is the 5% fee that is aligned with federal standards sufficient? Staff believes so. Note that the combined franchise revenue received for both cable systems and telecommunications systems last year was only \$1,273.71. So far this year, total revenue received for both cable systems and telecommunications is only \$675.40. Publishing ordinances this large in the paper are costly. The **estimated** cost to publish the cable system ordinance is \$800.00. We suggest asking All West to reimburse the City for the publishing fee.
- 3) Consider any advice from the City Attorney.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 1st Reading, Ordinance 2026-903 granting All West/Wyoming Inc., its successors and assigns, the right, permission, and authority to construct, install, maintain, and operate a cable system in the city.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORDINANCE 2026-903

AN ORDINANCE GRANTING TO ALL WEST/WYOMING INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM IN THE CITY, LIMITING THE TERM OF SAID GRANT AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.

This Cable Franchise Agreement ("Franchise") is entered into this _____ day of _____, 2026, by and between the City of Kemmerer, Wyoming, a municipal corporation, organized under the laws of the State of Wyoming (hereinafter "City" or "Grantor"), and All West/Wyoming Inc. (hereinafter "Grantee").

RECITALS

WHEREAS, the City wishes to grant Grantee a new nonexclusive franchise to construct, install, maintain, extend and operate a Cable System in the City as designated in this Franchise;

WHEREAS, the City is a franchising authority in accordance with the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law;

WHEREAS, the Grantor finds that the Grantee has the financial, legal and technical ability to provide services, facilities and equipment necessary to meet the future cable-related needs and interests of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, and having held a public hearing on _____, 2026. Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms and conditions set forth herein.

NOW, THEREFORE, Be it Ordained By the Governing Body of the City of Kemmerer and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor and Grantee agree as follows:

SECTION 1: Definitions

1.1 For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Affiliate" when used in relation to Grantee means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- B. "Basic Service" means any service tier which includes the retransmission of local television broadcast signals.
- C. "Cable Act" shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Cable Operator," "Cable System," and "Cable Service" shall be defined as set forth in the Cable Act.
- E. "City Council" shall mean the governing body of the Grantor.
- F. "Complaint" shall mean written correspondence received by Grantee via U.S. mail or email from a Subscriber in the City expressing dissatisfaction with the operation of the Cable System or with the Cable Service.
- G. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. "Franchise" shall mean this Franchise, and the nonexclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within the City.

- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the City including locally-derived advertising revenues less commissions paid to third parties that are not Affiliates. Gross Revenues shall include only revenues derived from the provision of Cable Service and shall not include revenues derived from non-cable services. Where Cable Service is offered together with internet access, telecommunications services, or other non-cable services in a bundled offering, Grantee shall allocate revenue to Cable Service using Grantee's reasonable and consistently applied accounting practices. Gross Revenues shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity but shall not mean the Grantor.
- K. "Service Area" shall mean the geographic boundaries of the City and shall include any additions thereto by annexation or other legal means.
- L. "State" shall mean the State of Wyoming.
- M. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2: Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive right, privilege, and authority to erect, construct, operate, maintain, upgrade, and improve in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its term, any poles, wires, cable, underground conduits, manholes, and other conductors, equipment, and fixtures for the maintenance and operation of a Cable System within the present and future boundaries of the City.

Nothing in this Franchise shall be interpreted to authorize the City to regulate internet access services, broadband services, telecommunication services, or any service other than Cable Service to the extent such is prohibited by federal or state law in connection with the granting of this Franchise.

Each provision or condition herein is subject to the provisions of State law, federal law, and the lawful, generally applicable provisions of the City Code, and ordinances and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any street; it does not provide Grantee with any interest in any particular location within the street; and it does not confer rights other than as expressly provided in the grant hereof.

Grantee agrees, with regard to the placement of its facilities, that it shall first attempt to use established public utility easements if, space is available, and in good faith. All West determines the placement is technically and economically feasible. Grantee further agrees to secure the approval of WYDOT, the Union Pacific Railroad, and private Right-of-Way or easement owners, if necessary, before placing any of its facilities.

2.2 Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for ten (10) years ("Initial Term"). If after the expiration of the first ten (10) year period, either party provides written notice to the other of its intent to renegotiate the terms of the Franchise, the parties shall engage in good-faith negotiations to renegotiate such terms during the succeeding year. Each succeeding renewal term shall be five (5) years for a total of two additional renewal terms prior to expiration. If the parties fail to reach an agreement at any negotiation after the Initial Term, this Franchise will renew for a subsequent one (1) year term

until either Party provides written notice of its intent to terminate the Franchise at least thirty (30) days prior to the expiration of the current renewal term.

2.3 Police Powers and Conflict with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted local ordinance necessary for the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. In the event of any conflict between this Franchise and any City ordinance or regulation, this Franchise shall control.

Grantee and the City shall comply with all federal and State laws, including any changes in such laws that occur subsequent to the Effective Date of this Franchise; provided, however, that nothing in this Franchise shall preclude Grantee or the City from challenging any such laws on any basis.

SECTION 3: Franchise Renewal

The Grantor and the Grantee agree, subject to the early Franchise renewal negotiation which may take place pursuant to Section 2.2, that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (codified at 47 U.S.C. § 546), or any such successor statute.

SECTION 4: Indemnification

Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Grantee of its Facilities. Grantee shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys' fees, costs and expenses of whatsoever kind or nature on account of Grantee's use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City. Despite the foregoing language, the Parties agree the City shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7.

SECTION 5. Insurance Requirements.

5.1 Grantee will maintain in full force and effect for the term of the Franchise, at Grantee's expense, the following insurance coverage:

A) Workers' Compensation and Employers Liability Insurance. Grantee shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. Grantee's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. Grantee's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. Grantee shall also supply to the City proof of workers' compensation and employer's liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.

B) Commercial General Liability Insurance. Grantee shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.

C) Business Automobile Liability. Grantee shall maintain, during the entire term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

5.2 Policies Primary. All policies required hereunder shall be in effect for the Term of this Franchise. All policies shall be primary and not contributory. Grantee shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance

may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

5.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Grantee shall provide a copy of an endorsement providing this coverage.

5.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

SECTION 6. Service Obligations

6.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

6.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 7: Service Availability

7.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas, subject to technical and economic feasibility. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

7.2 Underground Installation. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Grantee.

7.3 Adding Conduit. Before installation of new underground facilities or replacing existing underground facilities, Grantee shall first notify the Grantor. The filing of any properly completed permit application shall constitute Grantee's notice. Thereafter, and within ten (10) business days of such notice, the Grantor shall notify Grantee in writing whether it elects to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay Grantee's project completion or increase Grantee's construction costs. Failure to respond within such period shall constitute a waiver of such opportunity for the applicable project. Any such work or facilities shall be offered to the Grantor at Grantee's incremental cost.

7.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice

that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 8: Construction and Technical Standards

8.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code and applicable FCC technical requirements.

8.2 Construction Practices and Requirements. All of the Grantee's plant and equipment, including, but not limited to, the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

8.3 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as they may be amended from time to time, regardless of the transmission technology utilized.

8.4 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

8.5 One Call of Wyoming. In the event of underground construction by the City, Grantee shall comply with Wyoming 811 requirements and promptly mark the location of its underground facilities in the area of construction.

SECTION 9: Conditions on Street Occupancy

9.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other underground facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property, provided Grantee has access to the foregoing on reasonable terms and conditions. Where Grantee does not have access on reasonable terms and conditions, Grantee shall apply for all required permits of the Grantor, and Grantor shall not unreasonably delay or withhold approval of such permits.

9.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may place its facilities aerially, if the City consents in writing, with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of lines underground or the movement of lines, Grantee shall be reimbursed upon the same terms and conditions as any telephone and electric utilities.

9.3 Codes and Permits. Grantee, its contractors and subcontractors, as applicable, shall obtain all required permits, at its and their expense, before commencing any work requiring a permit, including, but not limited to, the opening or disturbance of any Street or use of any public easement within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

9.4 System Construction. All of Grantee's cable and fiber optic lines, equipment and structures shall be so installed and located as to cause minimal interference with the rights and reasonable convenience of the City and property owners and at all times shall be kept and maintained in a safe, adequate and operational condition and in good order and repair. The Grantee shall at all times employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

9.5 Inspection of Construction and Facilities. The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice.

9.6 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's lawful, non-discriminatory ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors.

9.7 Restoration of Public Ways. Grantee shall, at its own expense, restore and repair any damage or disturbance caused to the public ways or Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the public ways or Streets immediately prior to such damage or disturbance.

9.8 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

9.9 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

9.10 Relocation for the Grantor. The Grantor agrees to provide Grantee with as much advance written notice as is reasonably possible of any requirement for the Grantor to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Grantee's Facilities for a public purpose. Weather permitting, Grantee shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Grantee property located in the Rights-of-Way when required by the Grantor consistent with its police powers. Grantee shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

9.11 Relocation for a Third Party. Grantee shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Grantee property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Grantee is given advance written notice of not less than sixty (60) days. In said situation, Grantee will require advance payment of the costs.

9.12 Alternatives to Relocation. Grantee may, after receipt of written notice requesting a relocation of Facilities, submit to the Grantor written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The Grantor shall promptly evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable. If requested by the Grantor, Grantee shall promptly submit additional information to assist the Grantor in such evaluation. The Grantor shall give each alternative proposed by Grantee full and fair consideration. In the event the Grantor determines there is no reasonable alternative, Grantee shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Grantee shall in all cases have the right to abandon the Facilities and convey title to the Grantor, if the Grantor is so inclined.

9.13 Reimbursement of Costs. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

9.14 Emergency Use. Grantee shall comply with all federal laws and regulations issued pursuant thereto with respect to an Emergency Alert System.

SECTION 10: Service and Rates

10.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

10.2 Notification of Procedures. The Grantee shall furnish each Subscriber, at the time service is installed, with written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and telephone number. Grantee shall give the Grantor written notice sufficiently in advance of any rate increases, channel lineup or other substantive service changes before such notice is given to Subscribers.

10.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC and the Cable Act.

10.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under this Franchise.

10.5 Service to Public Building. The Grantee will provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) at City Hall, located at 222 Wyoming State Hwy 233, Kemmerer, Wyoming, to be used for the City's internal, non-commercial and non-public use, at no charge to the City. The Grantee will provide the Grantor with at least one hundred twenty (120) days written notice in advance of any decision to alter or discontinue such complimentary service, provided that the Grantee will immediately discontinue such service to such location and at such time that the Grantor is not using such location for municipal purposes.

10.6 Customer Service Standards. Grantee shall comply with the customer service standards in 47 C.F.R. § 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

SECTION 11: Franchise Fee

11.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of Grantee's annual Gross Revenues. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

11.2 Payment of Fees. Payment of the franchise fees due the Grantor shall be made on a quarterly basis, within thirty (30) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees are to be paid to the Grantor pursuant to this Franchise commencing with the Effective Date of this Franchise.

11.3 Franchise Fee Reports. Upon request from the Grantor, Grantee shall provide a written report to the Grantor, containing an accurate statement in summarized form, as well as in reasonable and customary detail, of the Grantee's Gross Revenue and the computation of the payment amount.

11.4 Audit of Franchise Fee Payments.

A) Every five (5) years during the Term of this Franchise, the City may, upon written notice to Grantee request that Grantee conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City's written request, Grantee shall provide a written report to the City Clerk containing the audit findings.

B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and Grantee shall cooperate, including but not necessarily limited to, providing the City's auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.

C) If the results of a City audit conducted pursuant to subsection 11.4 B) conclude that Grantee has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, Grantee shall also pay all reasonable costs of the City's audit.

D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve Grantee from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments. Permit fees shall include all time and expenses incurred by the City, such as inspection fees and plan review, that relate to an employee of the City or third-party contractor engaged by the City.

11.5 Interest. In the event of any late undisputed payment or underpayment, the Grantee shall pay, in addition to the amount due, interest at the rate of one percent (1%) per month, calculated from the date the payment was originally due until the date the Grantor receives the payment.

11.6 Other Fees and Charges. The franchise fee shall be in addition to all lawful and non-discriminatory taxes, levies, assessments, license fees, permit fees, or charge on the business, occupation, property or income of the Grantee which are now or will be required to be paid to the Grantor under federal, State or local law.

11.7 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable under this Franchise.

11.8 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment was made by Grantee.

SECTION 12: Transfer of Franchise and Cable System

Grantee's right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the Grantor. Such consent shall not be unreasonably withheld, conditioned, or delayed. The Grantor shall approve or deny such request within one hundred twenty (120) days of receipt of a written request, or such other time as may be agreed to by Grantee and the Grantor, and failure to act within such time shall constitute approval. The following are excluded from such requirement: a transfer or assignment to an entity that purchases all or substantially all of Grantee's assets used to provide service under this Franchise, any entity that acquires a majority of the equity interests in Grantee or a direct or indirect parent company of Grantee, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Grantee or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with Grantee, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of Grantee in the Franchise or Facilities to secure indebtedness. For the avoidance of doubt, no consent shall be required for Grantee to grant a security interest in the Franchise or Facilities to a lender.

SECTION 13: Policies, Records and Maps

13.1 Policies. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures, and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

13.2 Records Required. The Grantee shall at all times maintain and provide for inspection upon written request the following:

- A. A record of all written Complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year; and
- B. A service area map showing the location of the Cable System.

13.3 Inspection of Records. Grantee shall make available to the Grantor, upon reasonable advance written notice of no less than sixty (60) days, such records and information as are reasonably necessary to enforce the terms of this Ordinance, and in such form and at such times as Grantee can reasonably provide. Subject to applicable laws, including the Wyoming Public Records Act (Wyo. Stat. Ann. Sections 16-4-201 through 16-4-205), any records or information designated by Grantee as proprietary or confidential and provided to the Grantor for in-camera review shall be treated as confidential and shall not be disclosed publicly or used for any purpose other than verifying compliance with this Ordinance. Any such records provided to the Grantor shall be promptly returned to Grantee following review, and the Grantor shall not retain or reproduce any copies, except as may be required by the Wyoming Public Records Act or other applicable federal, state or local law or as may be reasonably necessary for recordkeeping by the City Clerk or legal counsel and only if such materials are protected under applicable confidentiality requirements. If a request is made under the Public Records Act for disclosure of Grantee's confidential information, the Grantor shall promptly notify Grantee in writing, so that Grantee may seek protective relief or other appropriate remedies. Unless and until a court of competent jurisdiction determines that such records must be disclosed under law, the Grantor shall maintain their confidentiality. The Grantor agrees to disclose confidential information only to those of its employees, representatives, legal counsel, or agents who have a legitimate need to know such information for purposes of enforcing the Franchise and who are under a legal obligation to preserve its confidentiality. Nothing in this section shall prevent the Grantor from complying with a final court order requiring disclosure of records under the Wyoming Public Records Act or other applicable law.

SECTION 14: Enforcement or Revocation

14.1 In the event the Grantor believes that Grantee has materially not complied with the terms of this Ordinance, the Grantor shall informally discuss the matter with Grantee. If those discussions do not lead to resolution of the problem, the Grantor shall notify Grantee in writing of the exact nature of the alleged non-compliance. Material non-compliance shall mean a failure to comply with a material provision of this Ordinance that substantially frustrates the purpose of this Franchise and remains uncured after notice and opportunity to cure. Events caused by *force majeure*, acts of third parties, and events outside Grantee's control shall not be grounds for revocation.

14.2 Grantee shall have thirty (30) days from receipt of the written notice described in subsection 14.1 to either respond to the Grantor, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the Grantor of the steps being taken and the projected date that the steps will be completed. If the non-compliance cannot reasonably be cured within thirty (30) days, Grantee shall not be deemed in default so long as it has commenced cure within such period, diligently pursues completion, and regularly informs the Grantor of its progress to cure the non-compliance including a reasonable estimate of the time remaining for the cure.

14.3 In the event that Grantee does not comply with subsection 14.2, above, the Grantor shall schedule a public hearing to address the asserted material non-compliance issue. The Grantor shall provide Grantee at least fifteen (15) days prior written notice of and the opportunity to be heard at the hearing.

14.4 Subject to applicable federal and state law, in the event the Grantor, after the hearing set forth in subsection 14.3, determines that Grantee is materially non-compliant with this Ordinance, the Grantor may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or
- C) In the case of material non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5, below.

14.5 Revocation. Should the Grantor seek to revoke the Franchise after following the procedures set forth above, the Grantor shall give written notice to Grantee. Grantee shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Grantor may seek revocation of the Franchise at another public hearing. The Grantor shall cause to be served upon Grantee, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Grantor shall give Grantee an opportunity to state its position on the matter, after which the Grantor shall determine whether or not the Franchise shall be revoked. Such action shall constitute final agency action within the meaning of the Wyoming Administrative Procedures Act. Grantee may appeal the Grantor's determination to an appropriate court, which shall have the power to review the decision of the Grantor. Such appeal must be taken within thirty (30) days of service of the Grantor's determination, consistent with the Wyoming Administrative Procedures Act and Wyoming Rules of Appellate Procedure, or such time as is then required by applicable statutes and rules. If Grantee appeals, any revocation shall be stayed pending final judicial review. The Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

SECTION 15: Miscellaneous Provisions

15.1 Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party's ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which Grantee's Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or wireline video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an

alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Every notice required by this Franchise shall be in writing, and shall be deemed to have been duly given to the required party when hand delivered or five (5) business days after having been posted in a properly sealed and correctly addressed envelope when sent by certified or registered mail, postage prepaid, or when sent via electronic mail (email).

The notices or responses to the Grantor shall be addressed as follows:

City of Kemmerer
222 Wyoming State Hwy 233
Kemmerer, WY 83101
Attention: City Clerk

The notices or responses to the Grantee shall be addressed as follows:

All West/Wyoming Inc.
1581 Gateway Blvd.
Rock Springs, WY 82901
Attention: _____

The Grantor and Grantee may designate another address from time to time by giving written notice to the other without having to amend this Franchise.

15.6 Public Notice. Notice of any public meeting relating to this Franchise or any grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights-of-way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative building of the Grantor.

15.7 Descriptive Headings. The headings to sections or subsections are intended solely to facilitate the reading thereof. They shall not affect the meaning or interpretation of the text herein.

15.8 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

15.9 Severability. If any section, subsection, sentence, clause, or phrase of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise constitutes the entire agreement between Grantee and Grantor regarding the Cable System and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Amendments to Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and Grantee.

15.12 Publication Cost. Grantee shall pay the City for the documented cost incurred for publication and notice of this Franchise.

15.13 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

15.14 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to nor shall either party act

toward third persons or the public in any manner which would indicate any such relationship with the other.

15.15 No Waiver. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

15.16 Venue. Venue for any judicial dispute between the parties shall be in State Court in Uinta County, Wyoming, or the United States District Court for the District of Wyoming.

15.17 Wyoming Governmental Immunity. The Grantor does not waive its governmental immunity or its defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

15.18 Laws. This Franchise and the respective rights and obligations of the parties hereunder are subject to all present and future laws or regulations, whether federal or State, of duly constituted authorities which have jurisdiction over this Franchise, one or both of the parties, or any transaction hereunder.

15.19 Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between Grantor and Grantee as of the date first above written.

15.20 Conflict. All ordinances or parts of ordinances in existence at the time of the adoption of this Ordinance in conflict herewith are hereby repealed to the extent of such conflict. If the Grantor adopts in the future ordinances that conflict with this Ordinance, this Ordinance shall control.

APPROVED on 1st Reading this ____ day of _____, 2026

APPROVED on 2nd Reading this ____ day of _____, 2026

APPROVED on 3rd Reading this ____ day of _____, 2026

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ____ day of _____, 2026.

THE CITY OF KEMMERER
A Municipal Corporation

By: _____
_____, Mayor

ATTEST:

City Clerk

All West/Wyoming Inc
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

Sponsored by: _____

New Business (n)

AGENDA ITEM # n NEW BUSINESS

Department: ADMINISTRATION

Meeting Date: April 27, 2026

SUBJECT: 1st Reading Ordinance 2026-904 granting a franchise to All West/Wyoming Inc. on behalf of itself and its affiliates (“all west) to operate and maintain a telecommunications system (“system”) in the city of Kemmerer, Wyoming.

DESCRIPTION/JUSTIFICATION:

Our franchise cable agreement with Allwest, has expired, and needs to be renewed. Consider discussing the following:

1) 10 years is different than the 5-year term we have done previously with the other utilities. Perhaps a 5-year term with automatic renewal would serve both parties well.

2) The franchise fee is 3%, and 3 to 3.5% has been standard practice and well-established in other Wyoming and regional cities All West has worked with. Consider 3.5% based on the amount of customer service we provide in oversight when there is a need to handle customer questions and concerns, such as cuts of other utility lines, calls to the city regarding excavation issues.

3) Note that the combined franchise revenue received for both cable systems and telecommunications systems last year was only \$1,273.71. So far this year, total revenue received for both cable systems and telecommunications is only \$675.40. Publishing ordinances this large in the paper are costly. The estimated cost to publish the cable system ordinance is \$800.00. We suggest asking All West to reimburse the City for the publishing fee.

4) Consider any advice from the City Attorney.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 1st Reading, Ordinance 2026-904 granting All West/Wyoming Inc., its successors and assigns, the right, permission, and authority to construct, install, maintain, and operate a cable system in the city.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORDINANCE 2026-904

ALL WEST/WYOMING INC. FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO ALL WEST/WYOMING INC. ON BEHALF OF ITSELF AND ITS AFFILIATES (“ALL WEST”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF KEMMERER, WYOMING

The City hereby ordains that it is in the public interest to grant All West a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of All West, the City of Kemmerer, Wyoming (“City”) makes the following findings:

All West’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard on _____, 2026;

All West’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard on _____, 2026; and

The Franchise granted to All West by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to All West the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its, wires, conduits, conductors, cables and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Right-of-Way” or “Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants (hereinafter “Franchise”). The Franchise area is defined as the area within the legal boundaries of the City.

All West agrees, with regard to the placement of its Facilities, that it shall first attempt to use established public utility easements if, space is available, and in good faith, All West determines the placement is technically and economically feasible. All West further agrees to secure the approval of WYDOT, the Union Pacific Railroad, and private Right-of-Way or easement owners as necessary before placing any of its facilities.

Section 2) Acceptance by All West. Within sixty (60) days after the passage of this Ordinance by the City, All West shall file a signed copy thereof with the City Clerk; otherwise the Ordinance and the rights granted herein shall be null and void.

3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for ten (10) years (“Initial Term”). If after the expiration of the first ten (10) year period, either party provides written notice to the other of its intent to renegotiate the terms of the Franchise, the parties shall engage in good-faith negotiations to renegotiate such terms during the succeeding year. Each succeeding renewal term shall be five (5) years for a total of two additional renewal terms prior to expiration. If the parties fail to reach an agreement at any negotiation after the Initial Term, this Franchise will renew for a subsequent one (1) year term until either Party provides written notice of its intent to terminate the Franchise at least thirty (30) days prior to the expiration of the current renewal term.

Section 4) Franchise Fee. As of the effective date of this Franchise, All West will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon All West’s Gross Revenues (based upon the services defined in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarity situated users of the rights of way. Further, to the extent allowed by law, All West shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of All West.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. Pursuant to the authority granted to municipalities to regulate and grant franchises under Wyo. Stat. Ann. Section 15-1-103 (a)(xxxiii) and in the interest of fiscal accountability, the following procedures shall apply. In the event that either the City or All West discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving the notice does not agree with the written notice of error, that party may challenge the written notice in writing within thirty (30) days; otherwise, the error shall be corrected and adjustments applied in the next quarterly payment following discovery. If the error results in an overpayment of the Franchise Fee to the City in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be applied to the successive quarterly payments. If such period would extend beyond the term of this Franchise, All West may elect to require the City to refund the overpayment, with such refund amortized over the same period the error went undiscovered - - even if payments occur after the termination date of this Franchise. All underpayments of the Franchise Fee shall be corrected in the next quarterly payment following discovery, together with interest computed at the rate established by the Wyoming Public Service Commission for customer security deposits from the date the amount was due until the date paid. In no event shall either party be obligated to correct, refund or recover any underpayment or overpayment which occurred more than five (5) years before the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years during the Term of this Franchise, the City may, upon written notice to All West request that All West conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to a maximum of the previous two (2) calendar years. Within sixty (60) days following the City's written request, All West shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and All West shall cooperate, including but not necessarily limited to, providing the City's auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that All West has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, All West shall also pay all reasonable costs of the City's audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve All West from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party's receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. All West shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such records and information as are reasonably necessary to enforce the terms of this Ordinance, and in such form and at such times as All West can reasonably provide. Subject to applicable laws, including the Wyoming Public Records Act (Wyo. Stat. Ann. Sections 16-4-201 through 16-4-205), any records or information designated by All West as proprietary or confidential and provided to the City for in-camera review shall be treated as confidential and shall not be disclosed publicly or used for any purpose other than verifying compliance with this Ordinance. Any such records provided to the City shall be promptly returned to All West following review, and the City shall not retain or reproduce any copies, except as may be required by the Wyoming Public Records Act or other applicable federal, state or local law or as may be reasonably necessary for recordkeeping by the City Clerk or legal counsel and only if such materials are protected under applicable confidentiality requirements. If a request is made under the Public Records Act for disclosure of All West's confidential information, the City

shall promptly notify All West in writing, so that All West may seek protective relief or other appropriate remedies. Unless and until a court of competent jurisdiction determines that such records must be disclosed under law, the City shall maintain their confidentiality. The City agrees to disclose confidential information only to those of its employees, representatives, legal counsel, or agents who have a legitimate need to know such information for purposes of enforcing the Franchise and who are under a legal obligation to preserve its confidentiality. Nothing in this section shall prevent the City from complying with a final court order requiring disclosure of records under the Wyoming Public Records Act or other applicable law.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with All West's Facilities or the rights granted All West herein.

Section 9) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by All West of its Facilities. All West shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys' fees, costs and expenses of whatsoever kind or nature on account of All West's use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City. Despite the foregoing language, the Parties agree the City shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7.

Section 11) Insurance Requirements.

11.1 All West will maintain in full force and effect for the term of the Franchise, at All West's expense, the following insurance coverage:

- A) Workers' Compensation and Employers Liability Insurance. All West shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. All West's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. All West's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. All West shall also supply to the City proof of workers' compensation and employer's liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.

- B) Commercial General Liability Insurance. All West shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. All West shall maintain, during the entire term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Term of this Agreement. All policies shall be primary and not contributory with respect to claims arising out of All West's construction, operation, or maintenance of Facilities under this Franchise. All West shall pay the premiums on all insurance policies. All West shall provide the City with written notice of cancellation, non-renewal, or material reduction in required coverage within five (5) business days after receiving notice thereof from its insurer. All West shall use commercially reasonable efforts to maintain continuous coverage and shall not voluntarily cancel, fail to renew, or materially reduce required insurance without at least thirty (30) days' prior written notice to the City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured with respect to liability arising out of All West's operations under the Franchise, and shall contain a waiver of subrogation against the City, its agents and employees. All West shall provide a copy of an endorsement providing this coverage.

11.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of All West's Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 All West shall provide to the City upon written request of All West such then existing as-built maps and/or drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS") for all facilities installed after the effective date of this Franchise. All West shall also provide as-built maps and/or drawings to City staff, when specifically requested. This requirement shall not require All West to create new maps and/or drawings of existing facilities if All West does not then possess such maps and/or drawings. Facilities plans shall be provided to the City within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to All West's Facilities in the City. For purposes of this Section, "Facilities Plans" means maps, drawings, or GIS-compatible data reasonably depicting the location of Facilities All West intends at the time of the adoption of this Franchise to construct

within the public Rights-of-Way. "Facilities Plans" shall not include internal business plans, conceptual expansion plans, or other proprietary planning documents not prepared in the ordinary course of construction or installation. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law and shall not be disclosed except as required by law.

12.3. All West shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at All West's expense, in accordance with City Code and fee schedules adopted by City, which permit shall not be unreasonably withheld, conditioned or delayed. All West will abide by all applicable ordinances and reasonable, generally applicable, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, All West shall not be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore All West's services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of All West shall also be required to pull permits at their expense, unless such contractors and subcontractors are operating under All West's permit, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with any existing utilities, third-party equipment or the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, All West causes damage to or alters the Rights-of-Way or other public property, All West shall replace and restore such Rights-of-Way or public property at All West's sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, All West shall first notify the City. The filing of any properly completed permit application shall constitute All West's notice. Thereafter, and within ten (10) business days of such notice, the City shall notify All West in writing whether it elects to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay All West's project completion or increase All West's construction costs. Failure to respond within such period shall constitute a waiver of such opportunity for the applicable project. Any such work or facilities shall be offered to the City at All West's incremental cost.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, All West shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, All West shall contact the City to determine if All West will be allowed to install its Facilities aerially, or above ground.

12.9 All West shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, All West shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, All West shall obtain bonds, such as generally applicable construction bonds, in accordance with the City's ordinary policies and procedures to cover repairs, remedial work and restoration of the Rights-of-Way. *See, e.g.,* City of Kemmerer Muni. Code. § 21-8.

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide All West with as much advance written notice as is reasonably possible of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove All West's Facilities for a public purpose. Weather permitting, All West shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any All West property located in the Rights-of-Way when required by the City consistent with its police powers. All West shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. All West shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any All West property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and All West is given advance written notice of not less than sixty (60) days. In said situation, All West will require advance payment of the costs in amounts reasonably estimated by All West.

13.3 Alternatives to Relocation. All West may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include, but are not limited to, the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise All West in writing if one or more of the alternatives are suitable. If requested by the City, All West shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by All West full and fair consideration. In the event the City determines there is no reasonable alternative, All West shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, All West shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. All West shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on All West; instead, this right gives permission to All West should All West elect to conduct such activities from time-to-time in order to access and maintain its Facilities. Prior to trimming trees or other natural growth in the Rights-of-Way, All West shall give adjacent private property owners at least ten (10) days prior written notice.

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, All West and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

16.1 In the event the City believes that All West has materially not complied with the terms of this Ordinance, the City shall informally discuss the matter with All West. If those discussions do not lead to resolution of the problem, the City shall notify All West in writing of the exact nature of the alleged non-compliance. Material non-compliance shall mean a failure to comply with a material provision of this Ordinance that substantially frustrates the purpose of this Franchise and remains uncured after notice and opportunity to cure. Events caused by *force majeure*, acts of third parties, and events outside All West's control shall not be grounds for revocation.

16.2 All West shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed. If the non-compliance cannot reasonably be cured within thirty (30) days, All West shall not be deemed in default so long as it has commenced cure within such period, diligently pursues completion, and regularly informs the City of its progress to cure the non-compliance including a reasonable estimate of the time remaining for the cure.

16.3 In the event that All West does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted material non-compliance issue. The City shall provide All West at least fifteen (15) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that All West is materially non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or
- C) In the case of material non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

16.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to All West. All West shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at another public hearing. The City shall cause to be served upon All West, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give All West an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Such action shall constitute final agency action within the meaning of the Wyoming Administrative Procedures Act. All West may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City. Such appeal must be taken within thirty (30) days of service of the City's determination, consistent with the Wyoming Administrative Procedures Act and Wyoming Rules of Appellate Procedure, or such time as is then required by applicable statutes and rules. If All West appeals, any revocation shall be stayed pending final judicial review. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor All West shall be excused from complying with any of the terms and conditions contained herein by any failure of the other or any course of conduct, or any of its officers, employees or agents, upon any one or more occasion to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. All West's right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City. Such consent shall not be unreasonably withheld, conditioned, or delayed. The City shall approve or deny such request within sixty (60) days of receipt of a written request, or such other time as may be agreed to by All West and the City, and failure to act within such time shall constitute approval. The following are excluded from such requirement: a transfer or assignment to an entity that purchases all or substantially all of All West's assets used to provide service under this Franchise, any entity that acquires a majority of the equity interests in All West or a direct or indirect parent company of All West, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving All West or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with All West, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of All West in the Franchise or Facilities to secure indebtedness. For the avoidance of doubt, no consent shall be required for All West to grant a security interest in the Franchise or Facilities to a lender.

Section 19) Amendment. Except as may be provided herein, at any time during the Term of the Franchise, the City or All West may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time,

negotiate in good faith in an effort to agree upon mutually satisfactory amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party's ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which All West's Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. Pursuant to the City's authority under Wyo. Stat. Ann. Section 15-1-103(a)(xxxiii) and in recognition of the regulatory framework established by the Wyoming Telecommunications Act (Wyo. Stat. Ann. Section 37-15-101 et seq.), the parties acknowledge that this Franchise is subject to federal, state and local legal requirements. If, after the effective date of this Ordinance, there is any enactment or promulgation of a federal, state, or local law, regulation, or administrative order, or a decision by a court of competent jurisdiction, that significantly affects the rights or obligations of All West or the City under this Ordinance or that materially impacts any provision hereof, including but not limited to the imposition, calculation, collection or treatment of Franchise Fees, either party may provide written notice to the other of its intent to request that the affected portion(s) of this Ordinance be amended or supplemented by addendum. Upon such notice, the parties shall enter into good-faith negotiations within sixty (60) days and shall make reasonable efforts to conclude such negotiations within thirty (30) days thereafter. Any mutually agreed amendment or addendum shall become effective upon adoption by the City Council and formal acceptance by All West. If the parties are unable to reach agreement within the timeframes stated above, either party may initiate legal action before a court of competent jurisdiction to conform the affected provisions of this Franchise to the new legal requirements, consistent with applicable law.

Section 22) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

City of Kemmerer
220 State Highway 233
Kemmerer, WY 83101
Attention: City Clerk

All West/Wyoming, Inc.
1581 Gateway Blvd.
Rock Springs, WY 82901

Attention: _____

Section 23) Retention of Governmental Immunity. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including Wyo. Stat. Ann. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any third party or other entity.

Section 25) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 26) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise.

Section 27) Venue. Venue for any judicial dispute between the parties shall be in State Court, either Circuit or District Court, as applicable, in Uinta County, Wyoming or the United States District Court for the District of Wyoming.

Section 28) Conflict. All ordinances or parts of ordinances in existence at the time of the adoption of this Ordinance in conflict herewith are hereby repealed to the extent of such conflict. If the City adopts in the future ordinances that conflict with this Ordinance, this Ordinance shall control.

Section 29) Effective Date. This Ordinance shall take effect from and after its acceptance by All West, adoption by the City, and publication, as required by law and the ordinances of the City of Kemmerer.

APPROVED on 1st Reading this ____ day of _____, 2026

APPROVED on 2nd Reading this ____ day of _____, 2026

APPROVED on 3rd Reading this ____ day of _____, 2026

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ____ day of _____, 2026.

THE CITY OF KEMMERER
A Municipal Corporation

By: _____
_____, Mayor

ATTEST:

City Clerk

All West/Wyoming Inc
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

Sponsored by: _____

APPENDIX A

CALCULATION OF FRANCHISE FEE

Retail local exchange telecommunications services provided by All West to All West's customers within the City are subject to the Franchise fee outlined in this Franchise.

Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service
Local Access Trunks
Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
Local Voice over Internet Protocol (VoIP) (notwithstanding the Internet exclusion below)
Session Initiated Protocol Trunking
Hosted Voice Services
Business Measured Usage Local Access Service
Flat Usage Local Access Trunks
Low Income Telephone Assistance Program Local Access
Measured Rate Local Access Trunk Usage
Message Rate Local Access Trunk Usage
Public Access Line (PAL) Service
Residential Measured Usage

The following is a listing of revenue categories not representing the retail sale of local access services and, therefore, are excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

Utility and any Privilege taxes
Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
Revenue from directory advertising
Bad debt write-offs and customer credits;
Non-sufficient funds charges;
Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
Any franchise fees that are not chargeable per federal or state law;
Revenues from any carrier purchased for resale;
Revenues from Internet access; and
Revenues from private-line services not for local access.