



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
220 State Highway 233, Kemmerer, Wy 83101
Tuesday, May 26, 2026**

5:00 p.m. – Pre-Meeting Workshop

Department Reports:

Agenda Review

5:45 – Interview Cheryl Goodwine – Golf Advisory Board

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** May 26, 2026
- **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 May 11, 2026, Special Meeting Minutes of May 18, 2026, and Special Meeting Minutes of May 20, 2026;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Authorize the Mayor to sign the City of Kemmerer Liquor License Renewal;
 - (d) Lease Release of Anderson Tax & Consulting at Old Town Hall;
 - (e) Authorize the mayor to sign the lease at Old Town Hall with Grade Tech Power Services, Inc for Suite 201 and 204.
- **TABLED BUSINESS:**
 - (a) 3rd and Final Reading Ordinance No. 2026-905, Conditional Use Temporary Workforce & Short Term Housing in Light Industrial Zone II.

- **OLD BUSINESS:**
 - (a) 3rd Reading Ordinance No. 2026-903, Granting All West Permission to Operate Cable Systems (Franchise Agreement);
 - (b) 3rd Reading Ordinance No. 2026-904, Granting All West Permission to Operate Telecommunication Systems (Franchise Agreement).

- **NEW BUSINESS:**
 - (a) Consider Appointment of Cheryl Goodwine to the Golf Advisory Board for a term to expire on 12/31/2026;
 - (b) Consider Handling of Golf Advisory Board Funds;
 - (c) 1st Reading Ordinance No. 2026-902, Amending Zoning Map to Rezone 51.9 Acres from Heavy Industrial to R and Ra, Residential Zones.

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY, JUNE 8, 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

RECEIVED
APR 29 2026
CITY OF KEMMERER

APPLICATION FOR APPOINTMENT
FOSSIL ISLAND GOLF ADVISORY BOARD

Applicant Name: Cheryl D. Goodwine
Applicant Street Address: 15 Chicago St., Diamondville, WY 83114
Applicant Mailing Address: P.O. Box 173, Diamondville, WY 83114
Applicant Phone Number: 307-466-2006
Applicant E-mail Address: Cheryllong1161@gmail.com

Is applicant a United States Citizen? Yes No
Is applicant a bona fide resident of the greater Kemmerer area (mailing address in Kemmerer, Diamondville or Opal)? Yes No
Is applicant registered to vote in Lincoln County at this time? Yes No

What represented position are you applying for
Senior's League Representative _____
Women's League Representative _____
Men's League Representative _____
At Large Representative

Why are you interested in holding a position on the Fossil Island Golf Advisory Board?

I have been the Sec./Treas. for the Women's golf league for 2 years. I volunteer and participate in most course events. My love for golf wants me to help make our course the best it can be.

What qualifications or expertise do you have that would benefit the Fossil Island Golf Advisory Board?

I have golfed for 30 years and have a good knowledge of golf and the needs of a golf course. My business, Bookkeeping & financial background and will to put in volunteer and work efforts to improve our course.

Please identify the three most important current issues facing the Fossil Island Golf Course.

- Upgrading and care of the course & equipment.
- increase membership and community & visitor interest in the course
- goals for future improvements of the course, as well as future growth of the course.

Applicant certifies that he/she is a resident of the greater Kemmerer and is a qualified elector.

Signature: Cheryl D. Goodwine Date: 4-29-2026

For office use only:
Date received: April 29 2026 Received by: md
Verified applicant is qualified elector: Yes

Tuesday May 26 @ 5:45 pm

Consent Agenda (a)

The Kemmerer City Council met in regular session this 11th day of May, 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 Caleb Ellis, Councilmember Brantley Popp and Councilmember Bill Price. Councilmember Dave McConkie and Councilmember Mark Quinn were absent.

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

Motion was made by Councilmember Popp to amend the agenda to add New Business (k), FirstNet Quote for Police Department telecommunications; seconded by Councilmember Batista and unanimously approved by council present.

PRESENTATIONS:

Stephen P Allen, Chief of Staff of Lincoln County, made comments to the council. The city recognized E. Dean Stout with an appreciation for years of service award.

PUBLIC HEARING:

Mayor Bowen opened the public hearing on the Final Plat approval for Canyon Road Holdings Tract 3, Phase One; 6:27 p.m. There being no comments, the mayor closed the public hearing; 6:28 p.m. Mayor Bowen opened the public hearing on the Changes to Chapter 23 of the Kemmerer Zoning Code, Workforce Housing Facility; 6:28 p.m. There being no comments, the mayor closed the public hearing; 6:28 p.m.

VISITORS' COMMENTS AND PETITIONS:

Mayor Bowen made comments.

CONSENT AGENDA:

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

Those items were:

(a) Approval of Meeting Minutes of April 27, 2026.

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

18936 UMWA	\$198.60	18937 All West Communications	\$491.74
18938 Bell-Wall, Sandy	40.00	18939 Bugman	265.00
18940 City of Kemmerer Acct.	3.00	18941 DBT Transportation Services	1,795.00
18942 Dex Imaging, LLC	142.90	18943 DJ's Glass	296.74
18944 Durgin, Shane & Carolyn	105.00	18945 Elliott Equipment Co	359.47
18946 First Bank of Wyoming	5,358.41	18947 Freedom Mailing Services	249.53
18948 GoTo Technologies	276.98	18949 Intermountain Fire Protection	200.00
18950 Jorgensen Associates	3,892.50	18951 JUB Engineers	5,143.20
18952 KD Joint Powers Board	1,962.38	18953 Mt. West Business Solutions	29.88
18954 Netwize	2,050.69	18955 Peterson Legal Services PC	3,022.50

18956 R&D Sweeping	129,307.21	18957 Rocky Mtn Power	11,008.65
18958 South Lincoln County Dev	80.65	18959 Stout Law Center, LLC	2,250.00
18960 Verizon Wireless	611.57	18961 Wyo Dept of Agriculture	100.00
18962 WEBT	44,704.62	4/23/26 WWB-ACH	157.20
4/30/26 Core Business Tech-ACH	22.45	5/6/26 Federal Tax Deposit-ACH	15,686.53
5/6/26 Payroll Direct Deposit-ACH	53,258.48	5/6/26 AFLAC-ACH	12.24
5/6/26 Expert Pay-ACH	1,270.52	5/6/26 Orchard Trust-ACH	1,200.00

- (c) Authorize the mayor to sign the 2026 Emergency Insect Management Pre-Award Acceptance Letter.

TABLED BUSINESS:

- (a) Motion was made by Councilmember Popp to remove from the table item (a); second by Councilmember Price and unanimously approved by council present. Motion was made by Councilmember Batista to authorize the mayor to sign the Canyon Road Holdings LLC, Tract 3, Phase One Development Agreement with Wyoming Development LLC as amended; seconded by Councilmember Popp and unanimously approved by council present.

OLD BUSINESS:

- (a) Motion was made by Councilmember Popp to table on 3rd Reading Ordinance No. 2026-905, Conditional Use Temporary Workforce and Short-Term Housing in Light Industrial Zone, I1; seconded by Councilmember Ellis and unanimously approved by council present.
- (b) Motion was made by Councilmember Batista to Pass on 2nd Reading Ordinance No. 2026-903, Granting All West, Wyoming the right for construction, installation, operation and maintenance of a cable system in the City of Kemmerer; seconded by Councilmember Ellis and unanimously approved by council present.
- (c) Motion was made by Councilmember Popp to Pass on 2nd Reading Ordinance No. 2026-904, Granting a Franchise to All West/Wyoming Inc. on behalf of itself and it’s affiliates (“All West”) to operate and maintain a telecommunications system (“System”) in the City of Kemmerer; seconded by Councilmember Price and unanimously approved by council present.

NEW BUSINESS:

- (a) Council gave city staff directions to collect on sanitation billing for 324 Cedar (Acct #15.0920.6), 317 Pearl (Acct #16.1880.4), and 411 Opal (Acct #17.3960.5).
- (b) Motion was made by Councilmember Batista to select Hooten Tech to install the audio and visual equipment for the Municipal Court in the City Hall Chambers in an amount not to exceed \$13,146.00; seconded by Councilmember Price and unanimously approved by council present.

Mayor Bowen recessed the meeting; 7:19 p.m. Mayor Bowen reconvened the meeting; 7:22 p.m.

- (c) Motion was made by Councilmember Price to recommend final plat approval on Canyon Road Holdings LLC, Tract 3, Phase One provided that 1) the plat is corrected to reflect the new owner and developer of WY Development, LLC; 2) they provide the city with

- proper form in accordance with Section 20-14(j)(5) of the Kemmerer City Code stating “A notarized certificate by all parties having any titled interest in or lien upon the land, consenting to the recoding of the plat and dedicating public ways, grounds, and easements;” and 3) meet and sign all the conditions of the development agreement; seconded by Councilmember Popp and unanimously approved by council present.
- (d) Motion was made by Councilmember Batista to select Councilmember David McConkie as the voting delegate and City Administrator, Brian Muir, as the alternate voting delegate for the city at the 2026 WAM Summer Convention; seconded by Councilmember Popp and unanimously approved by council present.
 - (e) Motion was made by Councilmember Ellis to authorize the mayor to sign the Canyon Road Drive-Through Exit Use Agreement with Advantage Plus Federal Credit Union; seconded by Councilmember Popp and unanimously approved by council present.
 - (f) Motion was made by Councilmember Popp to authorize the mayor to sign the Notice of Award to Sage Electric for the Airport AWOS Replacement Project in an amount not to exceed \$179,093.00; seconded by Councilmember Batista and unanimously approved by council present.
 - (g) Motion was made by Councilmember Popp to accept the quote by Gladfelter that was presented by Tegeler for the city’s 2026 property and casualty insurance in an amount not to exceed \$57,682; seconded by Councilmember Batista and unanimously approved by council present.
 - (h) Mayor Bowen appointed Ms. Lora E. Cooper as interim prosecuting attorney for a term which will expire on August 31, 2026. Motion was made by Councilmember Price to ratify the appointment of Ms. Cooper; seconded by Councilmember Popp and unanimously approved by council present.
 - (i) Motion was made by Councilmember Popp to authorize the mayor to sign a letter of support to WYDOT for adjusting the wording on the existing signage to identify the Highway 30 alternate route as the “Business Loop”; seconded by Councilmember Ellis and unanimously approved by council present.
 - (j) Motion was made by Councilmember Ellis to allow the City to be a sponsor and contribute \$1,200 to the K-Town Boomers in which they can host a golf tournament at the Fossil Island Golf Course on June 13, 2026, for an amount to be collected b zero dollars; seconded by Councilmember Batista. The mayor then called for the questions. Those voting “Yea” were Councilmember Batista, Councilmember Ellis and Councilmember Price. Those voting “Nay,” were Councilmember Popp and Mayor Bowen. Motion carried.
 - (k) Motion was made by Councilmember Ellis to authorize staff to move forward with the quote from FirstNet for the police department cell phones, tablets, and KPD Camera; seconded by Councilmember Popp and unanimously approved by council present.

COMMENTS:

Brian Muir, city administrator, made comments. Councilmember Popp, Councilmember Price, Councilmember Ellis and Mayor Bowen made comments.

EXECUTIVE SESSION:

Motion was made by Councilmember Popp to recess the regular meeting and go into executive session for personnel; seconded by Councilmember Price and unanimously approved by council present; 7:53 p.m.

Motion was made by Councilmember Popp to convene into executive session; seconded by Councilmember Batista and unanimously approved by council present; 7:55 p.m.

Motion was made by Councilmember Price to adjourn the executive session; seconded by Councilmember Popp and unanimously approved by council present; 8:05 p.m.

Motion was made by Councilmember Popp to reconvene into regular session; seconded by Councilmember Batista and unanimously approved by council present; 8:06 p.m.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the regular meeting; 8:06 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK - TREASURER

The Kemmerer City Council met in regular session this 18th day of May, 2026, at 5:00 p.m. in the City Hall Conference Room, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilman Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember Mark Quinn was absent.

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

The fiscal year 26-27 budget was discussed and amendments made to the presented budget.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the special meeting; 9:52 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

The Kemmerer City Council met in special session this 20th day of May 2026, at 5:00 p.m. in the City Hall Conference Room, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilman Caleb Ellis, Councilmember David McConkie, Councilmember Brantley Popp, and Councilmember Bill Price. Councilmember Mark Quinn was absent.

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

Motion was made by Councilmember Price to authorize the mayor to sign the Interim Collateralized Completion Surety Agreement as amended to add 2(c) to state that the "Owner asserts and states that Owner possesses the land in fee simple and that no other lien is currently in effect on the property an no other lien holder has or will have a lien superior to the security interest during its tenancy;" seconded by Councilmember McConkie and unanimously approved by the council present.

The fiscal year 26-27 budget was discussed and amendments made.

ADJOURN:

There being no further business before the council, Mayor Bowen adjourned the special meeting; 8:12 p.m.

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
GENERAL FUND						
10-23501 CUSTOMER DEPOSITS - SAN.						
99254	SKINNER, AMBER & MICHAEL	REFUND	GARBAGE DEPOSIT REFUND	05/13/2026	64.00	
LEGISLATIVE						
10-41-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-CITY COUNCIL	04/01/2026	117.60	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0426-02	LODGING TAX	05/11/2026	4,134.92	
60226	FOSSIL BASIN PROMOTION BO	0526	LODGING TAX - APRIL 2026	05/07/2026	4,769.48	
60226	FOSSIL BASIN PROMOTION BO	0526-02	LODGING TAX	05/19/2026	4,558.28	
ADMINISTRATION						
10-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	5388238	CALCULATOR TAPE	04/01/2026	28.49	
21005	UMB CARD CENTER	7229804	MANILLA ENVELOPES	04/26/2026	14.71	
10-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	235004448650	FUEL-BM	04/29/2026	71.62	
10-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	ADMINISTRATION LONG DISTA	05/01/2026	3.98	
10-43-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5038760381	XEROX COPIER LEASE	05/14/2026	264.47	
10-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-ADMIN	04/01/2026	134.40	
21005	UMB CARD CENTER	MT1F2VLL0W	ICLOUD STORAGE	04/16/2026	99	
10-43-830 INSURANCE						
20002	TEGELER & ASSOCIATES	21419	PROPERTY & CASUALTY INSUR	05/19/2026	54,473.00	
CITY HALL COMPLEX						
10-47-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	BLDGS - 0426	FUEL	04/30/2026	305.65	
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8507-0426	JANITORIAL- CITY HALL	04/30/2026	288.75	
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-BLDGS	04/01/2026	16.80	
10-47-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	0526-INT	INTERNET-BUILDING MAINTEN	04/20/2026	41.50	
10-47-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3097-0426A	CITY HALL	05/07/2026	504.89	
17007	ENBRIDGE GAS UTAH	7197-0426A	CITY HALL II	05/07/2026	293.91	
POLICE ADMINISTRATION						
10-50-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75639932	STORAGE TOTE	04/17/2026	29.99	
10-50-230 K-9 UNIT CARE						
21005	UMB CARD CENTER	75638627	K9 FOOD	04/08/2026	56.99	
21005	UMB CARD CENTER	75638955	K9 WONDER DUST	04/10/2026	8.99	
21005	UMB CARD CENTER	91212	K9 WELLNESS EXAM	04/14/2026	101.45	
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	112247518	FUEL - PD	04/30/2026	2,851.13	
21005	UMB CARD CENTER	42826	FUEL-MJDK	04/28/2026	77.15	
10-50-250 VEHICLE MAINT & REPAIRS						
21005	UMB CARD CENTER	3186	REPAIR VEHICLE-DB	04/17/2026	1,281.76	
21005	UMB CARD CENTER	3199	REPLACE SPOTLIGHT/REPAIR	04/28/2026	644.26	
21005	UMB CARD CENTER	3203	TOW & REPAIR VEHICLE-JW	04/28/2026	502.15	
21005	UMB CARD CENTER	BIRDQ1RCG	CAR WASHES-JR & DB	04/03/2026	156.00	
10-50-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	POLICE DEPARTMENT LONG DI	05/01/2026	98	
10-50-420 POSTAGE						
21005	UMB CARD CENTER	6115945-2	POSTAGE-EVIDENCE FOR DCI	04/20/2026	31.50	
21005	UMB CARD CENTER	72808	POSTAGE	04/06/2026	10.48	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-50-510 TRAINING						
15009	ON TARGET AMMUNITION, LLC	109568	AMMUNITION FOR TRAINING -J	05/14/2026	1,239.69	
10-50-520 TRAVEL & SUBSISTENCE						
21005	UMB CARD CENTER	42626	1 MEAL-MJDK	04/26/2026	12.90	
21005	UMB CARD CENTER	889973A	1 ROOM/1 NIGHT-MK	04/15/2026	180.27	
10-50-810 SUBSCRIPTIONS, MEMB. & DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-PD	04/01/2026	122.47	
ANIMAL CONTROL						
10-55-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8097-0426A	ANIMAL SHELTER	05/07/2026	40.73	
PUBLIC WORKS ADMINISTRATION						
10-65-360 ENGINEERING CONTRACTED						
10020	JORGENSEN ASSOCIATES, INC	58388	ENG-GATEWAY PUD PHASE 1	04/29/2026	205.00	
10020	JORGENSEN ASSOCIATES, INC	58388	ENG-CRH TRACT 1	04/29/2026	307.50	
10020	JORGENSEN ASSOCIATES, INC	58388	ENG - STREET REPAIR CAP X	04/29/2026	2,122.50	
10020	JORGENSEN ASSOCIATES, INC	58388	ENG - GENERAL SERVICES	04/29/2026	922.50	
STREET MAINTENANCE						
10-66-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	4219453	INK CARTRIDGES	04/11/2026	107.67	
21005	UMB CARD CENTER	75640967	PAPER TOWELS	04/23/2026	31.98	
21005	UMB CARD CENTER	F75137	BATTERIES	04/13/2026	17.99	
21005	UMB CARD CENTER	F75538	AA BATTERIES	04/10/2026	17.99	
10-66-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	F75778	MARKING PAINT FOR ONE-CAL	04/14/2026	19.98	
10-66-230 SMALL TOOLS						
21005	UMB CARD CENTER	75638359	SMALL TOOL REPLACEMENT	04/07/2026	119.55	
10-66-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	19383A	BULK GREASE FOR GREASE G	04/09/2026	714.00	
21005	UMB CARD CENTER	75638141	TWO STROKE FUEL	04/06/2026	26.99	
21005	UMB CARD CENTER	75640967	BRAKLEEN	04/23/2026	13.98	
99234	GUNTER'S SERVICE	STREET - 042	FUEL	04/30/2026	4,163.95	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
14018	NORCO INC	46652684	WELDING CYLINDER RENTAL	04/30/2026	15.00	
21005	UMB CARD CENTER	40926	WEED SPRAY	04/09/2026	890.00	
21005	UMB CARD CENTER	75369432	DUCT TAPE & BOLTS	04/14/2026	62.73	
10-66-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	14702-81957	AIR FILTERS-STREETS LAWN M	04/17/2026	44.31	
21005	UMB CARD CENTER	14702-82007	AIR FILTERS-STREETS LAWN M	04/20/2026	11.44	
21005	UMB CARD CENTER	3699439	HALOGEN BULB	04/23/2026	45.96	
21005	UMB CARD CENTER	75640814	HALOGEN BULB FOR SWEEPE	04/22/2026	28.99	
21005	UMB CARD CENTER	F77594	BUMPER REPAIR-BLACK DUMP	04/28/2026	9.98	
23025	WHEELER MACHINERY CO., IN	PS002087507	BACKHOE REPAIRS	05/02/2026	303.80	
10-66-360 CONTRACTUAL SERVICES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-STREETS	04/01/2026	33.60	
10-66-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	STREET DEPT. LONG DISTANC	05/01/2026	.63	
21005	UMB CARD CENTER	0526-INT	INTERNET-STREETS	04/20/2026	31.45	
10-66-560 SAFETY						
21005	UMB CARD CENTER	2911426	NYLON GLOVES	04/26/2026	319.06	
21005	UMB CARD CENTER	75638326	DRINKING WATER	04/07/2026	21.54	
21005	UMB CARD CENTER	75640967	DRINKING WATER	04/23/2026	31.92	
10-66-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0426A	STREET DEPT.	05/07/2026	175.55	
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0526	DUMP TRUCK LEASE	05/10/2026	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	75639296	CAMERA & LOCKBOX-TREE DU	04/13/2026	179.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	F75519	LOCKS FOR TREE DUMP CAME	04/13/2026	37.99	
10-69-240 GAS, OIL & LUBRICANTS						
99234	GUNTER'S SERVICE	SANI - 0426	FUEL	04/30/2026	2,021.00	
10-69-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	14702-81501	REBUILD FRON END STEERING	04/02/2026	897.90	
21005	UMB CARD CENTER	19316	REPLACE TIRES/FRONT END A	04/06/2026	1,124.00	
10-69-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM2604-314	TREE DUMP	04/16/2026	236.85	
10-69-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	STREET DEPT LONG DISTANCE	05/01/2026	35	
10-69-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	2858-0426A	SAN DEPT.	05/07/2026	94.53	
10-69-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	9647QK4	CAMERA SUBSCRIPTION FOR	04/16/2026	237.34	
PARKS MAINTENANCE						
10-75-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	PARKS LONG DISTANCE	05/01/2026	98	
10-75-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	5167-0426A	BLDG/ PARKS SHOP	05/07/2026	305.62	
10-75-945 LANDSCAPING & DEVELOPMENT						
12016	LINCOLN COUNTY PLANNING	050526	MAP OF CITY - WEED SPRAYIN	05/05/2026	80.00	
MUNICIPAL COURT						
10-88-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	4284200	COURT FILE FOLDERS	04/11/2026	57.26	
10-88-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	COURT LONG DISTANCE	05/01/2026	98	
10-88-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-COURT	04/01/2026	16.80	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	6506647A	DESK CALENDAR	04/14/2026	17.99	
21005	UMB CARD CENTER	6593042	DRY ERASE WHITEBOARD	04/07/2026	71.99	
54-73-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	6593042	HAND SCOOP	04/07/2026	9.50	
21005	UMB CARD CENTER	75639455	WINSHIELD WASHER FLUID	04/14/2026	8.97	
54-73-230 SMALL TOOLS						
21005	UMB CARD CENTER	14702-82262	TIE ROD SEPERATOR	04/28/2026	34.99	
21005	UMB CARD CENTER	588514	BEDKNIFE	04/21/2026	42.63	
21005	UMB CARD CENTER	75640835	TROWELS	04/22/2026	12.98	
54-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	590254	REEL	04/23/2026	1,863.49	
54-73-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426A	INTERNET-GOLF MAINTENANC	04/02/2026	34.37	
54-73-420 POSTAGE						
21005	UMB CARD CENTER	065755	SHIPPING-CLUBHOUSE RETUR	04/07/2026	32.15	
54-73-560 SAFETY						
21005	UMB CARD CENTER	32260	WATER	04/13/2026	15.16	
54-73-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	4097-0426A	GOLF SHOP	05/07/2026	162.85	
54-73-720 EQUIPMENT RENTAL						
10030	J SOLUTIONS, LLC	SM2604-312	SET & SERVICE PORTABLE RE	04/16/2026	345.00	
54-73-810 SUBSCRIPTIONS, MEMBER. & DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-GOLF MAINT	04/01/2026	16.80	
CLUBHOUSE						
54-80-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	1744224	DRY ERASE MARKERS/WALL C	04/21/2026	36.61	
21005	UMB CARD CENTER	1744224CR	RETURN WALL CALENDAR	04/27/2026	18.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
21005	UMB CARD CENTER	5445010	INK CARTRIDGE	04/13/2026	35.99	
21005	UMB CARD CENTER	9710651	WALL CALENDAR	04/24/2026	33.99	
54-80-220 TECHNICAL SUPPLIES						
21005	UMB CARD CENTER	036634	KEY-CLUBHOUSE	04/29/2026	2.99	
21005	UMB CARD CENTER	0752326-IN	CLUBHOUSE PRODUCT	04/23/2026	247.09	
21005	UMB CARD CENTER	75639642	DISHWASHING LIQUID	04/15/2026	11.99	
99230	KRELL, TAMMY	051126	GOLF MERCHANDISE	05/11/2026	234.00	
54-80-285 BUILDING MAINTENANCE						
21005	UMB CARD CENTER	1744224	CLEANING GLOVES	04/21/2026	8.16	
54-80-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426A	INTERNET-CLUBHOUSE	04/02/2026	34.37	
54-80-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8358-0426A	GOLF CLUBHOUSE	05/07/2026	12.12	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS,DUE						
21005	UMB CARD CENTER	70969	FOREUP SUBSCRIPTION	05/01/2026	340.20	
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-CLUBHOUSE	04/01/2026	16.80	
54-80-895 LIQUOR/MALT BEVERAGE/FOOD						
21005	UMB CARD CENTER	031210	BAKING SODA/COOKING SPRA	04/21/2026	4.98	
21005	UMB CARD CENTER	469587	SNACKS	04/02/2026	894.08	
21005	UMB CARD CENTER	83519	BAR SUPPLIES	04/15/2026	44.72	
AIRPORT FUND						
OPERATIONS AND MAINTENANCE						
55-73-250 VEHICLE MAINTENANCE						
21005	UMB CARD CENTER	14702-81868	SERVICE COURTESY VEHICLE	04/15/2026	60.48	
55-73-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	650606	CLOCK GAUGE & LITHIUM BAT	04/10/2026	1,886.08	
55-73-285 BUILDING MAINTENANCE						
21005	UMB CARD CENTER	12037	AIRPORT TERMINAL SIGN REP	04/08/2026	230.00	
55-73-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8504-0426	JANITORIAL - AIRPORT	04/30/2026	131.25	
55-73-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	AWOS SYSTEM	05/01/2026	2.78	
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	AIRPORT LONG DISTANCE	05/01/2026	.98	
21005	UMB CARD CENTER	0526-INT	INTERNET-AIRPORT	04/20/2026	51.45	
55-73-510 TRAINING						
21005	UMB CARD CENTER	200000125	REGISTRATION-WAC-PT & CN	04/13/2026	150.00	
55-73-520 TRAVEL AND SUBSISTENCE						
21005	UMB CARD CENTER	12718	1 MEAL-PT	04/30/2026	36.10	WAC-PINEDALE WY
21005	UMB CARD CENTER	74427	1 MEAL-CN	04/30/2026	35.30	WAC-PINEDALE WY
21005	UMB CARD CENTER	78173	1 ROOM/1 NIGHT-CN	04/30/2026	80.00	
21005	UMB CARD CENTER	78174	1 ROOM/1 NIGHT-PT	04/30/2026	80.00	WAC-PINEDALE WY
55-73-830 INSURANCE						
20002	TEGELER & ASSOCIATES	21419	PROPERTY & CASUALTY INSUR	05/19/2026	3,209.00	
RECREATION AND EVENT FUND						
REC CENTER OPERATIONS						
56-82-240 GAS, OIL AND LUBRICANTS						
21005	UMB CARD CENTER	389005025206	FUEL	04/08/2026	76.00	
56-82-260 CONSTRUCTION & REPAIR SUPPLIES						
18000	REAL KLEEN INC	68039	JANITORIAL SUPPLIES	05/12/2026	483.65	
21005	UMB CARD CENTER	F75766	GARBAGE BAGS	04/14/2026	31.99	
21005	UMB CARD CENTER	F77177	KEY-REC CENTER	04/24/2026	2.99	
21005	UMB CARD CENTER	F77670	DRILL BIT	04/28/2026	4.59	
21005	UMB CARD CENTER	F77982	KEYS & KEY RINGS	04/30/2026	13.95	
56-82-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8505-0426	JANITORIAL-REC CENTER	04/30/2026	551.25	
56-82-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	REC CENTER LONG DISTANCE	05/01/2026	.98	
21005	UMB CARD CENTER	0526-INT	INTERNET-REC CENTER	04/20/2026	31.45	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
56-82-420 POSTAGE						
21005	UMB CARD CENTER	046313	STAMPS	04/24/2026	31.20	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV53988	COPIES	05/06/2026	41.61	
56-82-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	1348-0426A	REC CENTER	05/07/2026	316.79	
56-82-710 EQUIPMENT LEASE						
23015	WELLS FARGO FINANCIAL LEA	5038692748	COPIER LEASE - REC CENTER	05/08/2026	259.00	
56-82-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-REC	04/01/2026	16.80	
56-82-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	1783435	SOCCER BALLS	04/30/2026	68.09	
21005	UMB CARD CENTER	7186637	SCORE KEEPER/TOWELS/SOC	04/29/2026	118.03	
21005	UMB CARD CENTER	8564241	LANYARDS	04/29/2026	76.33	
21005	UMB CARD CENTER	F77544	PVC PIPE TO REPAIR SOCCER	04/27/2026	25.54	
99238	WOLFIES LLC	644	T-SHIRTS FOR PROGRAM	05/08/2026	245.91	
56-82-895 INCIDENTALS/SODA AND WATER						
21005	UMB CARD CENTER	7258620	WATER	04/16/2026	15.08	
OUTDOOR POOL						
56-88-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	8758-0426A	SWIMMING POOL	05/07/2026	125.14	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-210 OFFICE SUPPLIES						
21005	UMB CARD CENTER	2301861	DRUM UNIT FOR PRINTER	04/22/2026	84.99	
57-43-240 GAS, OIL & LUBRICANTS						
21005	UMB CARD CENTER	076090	OIL CHANGE-WORK TRUCK	04/02/2026	88.00	
57-43-280 EQUIPMENT MAINTENANCE						
21005	UMB CARD CENTER	124563268	GARBAGE DISPOSAL PART	04/24/2026	2,657.95	
57-43-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8503-0426	JANITORIAL-EVENT CENTER	04/30/2026	498.75	
57-43-410 TELECOMMUNICATIONS						
30100	CENTURYLINK COMMUNICATIO	2350L-0426A	EC ALARM	05/01/2026	1.39	
57-43-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	3107-0426A	EVENT CENTER	05/07/2026	420.93	
57-43-810 SUBSCR, MEMBERSHIP, DUES						
21005	UMB CARD CENTER	GOOGLE-0426	GOOGLE APPS-EC	04/01/2026	16.80	
57-43-820 LINENS AND UNIFORMS						
21005	UMB CARD CENTER	1803116,18057	RAGS	04/11/2026	79.26	
57-43-860 SPECIAL PROJ & PROGRAMS						
21005	UMB CARD CENTER	019617	HOT COCO PACKETS	04/27/2026	4.39	
21005	UMB CARD CENTER	2301861	NAPKINS	04/22/2026	9.57	
VISITORS' SERVICES						
57-45-285 BUILDING AND GROUNDS MAINT.						
21005	UMB CARD CENTER	9497050	KEYLESS ENTRY LOCK	04/30/2026	67.98	
57-45-410 TELECOMMUNICATIONS						
21005	UMB CARD CENTER	INT-0426A	INTERNET-VISITOR CENTER	04/02/2026	34.36	
57-45-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	7708-0426A	VISITOR CENTER	05/07/2026	65.80	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8506-0426	JANITORIAL- 700 CEDAR	04/30/2026	126.00	
60-93-610 NATURAL GAS						
17007	ENBRIDGE GAS UTAH	6172-0426A	700 CEDAR	05/07/2026	216.12	
KEMMERER POWER STATION UNIT 1						

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
71-43-200 ACQUIRE POLICE K9						
40058	DAY WIRELESS SYSTEMS	912896	K9 CAGE & EQUIPMENT	03/12/2026	7,386.87	
21005	UMB CARD CENTER	57652	K9 GRAPHICS FOR PD VEHICL	04/14/2026	80.00	
21005	UMB CARD CENTER	75638955	K9 PET PORTER	04/10/2026	105.99	
Grand Totals:					<u>123,946.78</u>	

Local Purchases: \$7,255.25

Non-Local Purchases: \$11,357.68

Big Ticket Purchases

Mascott Equipment - \$1,886.08

Google - \$508.87

Webstaurant Store - \$2,657.95

F.B. McFadden - \$894.08

R & R Products - \$1,863.49

Consent Agenda (c)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY			
Customer #:	L-1072		
1 st Reviewer:		/	/
2 nd Reviewer:		/	/

CLERK SECTION: Completed by City / Town / County Clerk		Local License #	Limited #1
Filing In Jurisdiction:	CITY OF KEMMERER	Date filed with clerk:	____/____/____
Fees	Annual License Fee: \$ 150.00	Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)	06, 18, 2026 & 06, 25, 2026
	Publishing Fee: \$ 15.00	Public Hearing Date:	06, 29, 2026
	Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	8/1/2026	Through	7/31/2027

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!
PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): CITY OF KEMMERER

Doing Business As (DBA) / Trade Name: FOSSIL ISLAND GOLF CLUB

Building to be licensed / Building Address: 107 HWY 233
KEMMERER, WY 83101 LINCOLN

Local Mailing Address: 220 HWY 233
KEMMERER, WY 83101

Business Telephone Number: (307) 828-2350 Fax Number: (307) 828-2355

Business E-Mail Address: ndiers@kemmerer.org

Business Primary Contact: Natasia Diers
First Name Last Name

SECTION 2: FILING AS: MUNICIPALITY-TOWN OR CITY JURISDICTION **SECTION 3: FILING FOR:** RENEWAL OF LICENSE OR PERMIT

SECTION 4: TYPE OF LICENSE OR PERMIT

(a) LIMITED RETAIL (CLUB) LIQUOR LICENSE

(f) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales* (W.S. 12-6-101(c)(vi))

Primary Business Type (CHOOSE ONLY ONE)

ON-PREMISE: BAR STORE OFF-PREMISE: PACKAGE STORE ON & OFF PREMISE: BAR & PACKAGE STORE

*APPLIES TO ONLY THE FOLLOWING: (RETAIL LIQUOR LICENSE, COUNTY MALT BEVERAGE PERMIT, MICROBREWERY OR WINERY PERMIT, WINERY SATELLITE, MANUFACTURER SATELLITE)

SECTION 5: SPECIAL STATUTORY DESIGNATIONS: NONE IF BLANK

GOLF CLUB DESIGNATION W.S. 12-5-201(f)

Other:

SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxd) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)

SEASONAL MONTHS OF OPERATION: from April to October All Year (Jan-Dec)

NON-OPERATIONAL / PARKED DAYS OF WEEK OF OPERATION: from _____ to _____ Every Day (Mon-Sun)

NON-OPERATIONAL START DATE: HOURS OF OPERATION: from 7am to 10pm 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1 BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. YES (own)
- (b) The Applicant **LEASES** the licensed building. YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

(i) The lease term expiration date is: _____ / _____ / _____; or, Does not expire / Automatically Renews.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit.

(ii) The lease term information is located on page(s) _____ paragraph(s) _____

(iii) Sales provision for alcoholic or malt beverages located on page(s) _____ paragraph(s) _____

Note: The lease **MUST** contain a provision specifically allowing the **SALE OF ALCOHOLIC or MALT BEVERAGES.**

- (c) The lease is current and on file with the Licensing Authority. YES NO
- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (f) through (iii)

ALL APPLICANTS MUST COMPLETE QUESTIONS 2-3

2 LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? YES NO
- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3 INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4 RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? YES NO
- (i) If YES to (a), The contract or subcontract is current and on file with the Licensing Authority. YES NO
- (ii) If NO to (a) (i), attach a copy of the current contract or subcontract.

5 BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? YES NO

6 RESTAURANT LIQUOR LICENSE: W.S. 12-4-407(a) / W.S. 12-4-408

(a) Gross sales figures and percentages of income derived from:	(Line 1) Liquor Sales:	\$ _____	(_____)%
		-	
	(Line 2) Food Sales:	\$ _____	(_____)%
		-	
(Line 1 + Line 2 must = Line 3)	(Line 3) Gross Sales:	\$ _____	(_____)%
		-	

7 BAR AND GRILL LICENSE LIQUOR LICENSE: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

(a) Gross sales figures and percentages of income derived from:	(Line 1) Liquor Sales:	\$ _____	(_____)%
	(Line 2) Food Sales:	\$ _____	(_____)%
	(Line 3) Entertainment Sales:	\$ _____	(_____)%
(Line 1 + Line 2 + Line 3 must = Line 4)	(Line 4) Gross Sales:	\$ _____	(_____)%

8 RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv) YES NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) YES NO
- (i) If YES to (e), The contract or subcontract is current and on file with the Licensing Authority. YES NO

(ii If NO to (e) (i), attach a copy of the current contract or subcontract.

9 RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

- (a) Have an actual valuation of at least five million dollars... (b) Include a full-service restaurant? (c) Include not less than twenty (20) sleeping rooms... (d) Provide dining services to guest rooms... (e) Provide facilities to accommodate business meetings... (f) Will food and beverage services be contracted or subcontracted? (i) If YES to (f), The contract or subcontract is current and on file with the Licensing Authority.

(ii If NO to (f) (i), attach a copy of the current contract or subcontract.

10 MICROBREWERY PERMIT:

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?

If YES to (a); contact the Wyoming Liquor Division for further information

PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)

- (b) Malt Beverage Production Minimum barrel production required for the current license term: 50.00 (i) Barrels produced to date for the current license term: (ii) Variance: (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law?

(i) If NO to (c), attach a written explanation.

11 LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(III)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? (b) Has the fraternal organization been actively in existence for at least twenty (20) years?

12 LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(III)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

13 LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(III)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? (i) Will food and beverage services be contracted or subcontracted? (ii) If YES to (c) (i), The contract or subcontract is current and on file with the Licensing Authority.

(iii If NO to (c) (ii), attach a copy of the current contract or subcontract.

14 LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(III)(E) / W.S. 12-4-301(b)

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Is a true copy of the club bylaws on file with the Licensing Authority? YES NO
- (i) If NO to (g), attach a copy of the current club bylaws.
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? YES NO

15 For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Robert Bowen, Mayor	9-25-1980	221 Mica St. Kemmerer, WY 83101	254-223-3204	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

16 For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws? YES NO NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**APPLICATION FOR EXEMPTION
FOR PORTION OF BUILDING
BEING PART OF DISPENSING ROOM**

RETAIL LIQUOR LICENSE HOLDER: CITY OF KEMMERER

Dbas: FOSSIL ISLAND GOLF CLUB

Street Address: 107 STATE HWY 233

Kemmerer, WY 83101

Except as provided in this section, no licensee or agent, employee or server shall knowingly permit any person under the age of twenty-one (21) years to enter or remain in the licensed building where alcoholic or malt beverages are dispensed, with the exception of the following described portion of the building:

Description of portion of building desiring to be exempted as part of licensed building for dispensing of alcohol and malt beverages: (such as bottom floor, 14' x20' room in back of building, east corner)

Entire building except 13' X 22' 4" room in center of building and a 12' X 23' 8" room in the south east
portion of the building

Reason for application for exemption:

The golf course's primary revenue is from golf related operations. The clubhouse needs to be
Accessible for customers of all ages to take advantage of the full range of services.

Signature of license owner: _____

Printed Name: _____

Date: _____

Approved by Kemmerer City Council on _____.

Signature: _____

NATASIA S DIERS, CITY CLERK-TREASURER

Consent Agenda (d)

AGENDA ITEM # d (NB OB CONSENT)

Department: Administration

Meeting Date: May 26, 2026

SUBJECT: ANDERSON TAX & CONSULTING OLD TOWN HALL SUITES
201&204 LEASE RELEASE

BRIEF DESCRIPTION/JUSTIFICATION:

Nicole Anderson has found a location that is more suitable for her growing business. She has requested early release from both leases.
The lease for Suite 201 expires 10/31/2026
The lease for Suite 204 expires 12/31/2026

RECOMMENDED ACTION: Staff recommends releasing Anderson Tax & Consulting from its leases for Suites 201 & 204 at Old Town Hall.

Attachments Provided: Yes ___ No X

Submitted by: Rachel Wood

Consent Agenda (e)

AGENDA ITEM # e (NB OB CONSENT)

Department: Administration

Meeting Date: May 26, 2026

SUBJECT: NEW LEASES AT OLD TOWN HALL SUITES 201& 204

BRIEF DESCRIPTION/JUSTIFICATION:

Grade Tech Power Services, Inc., is interested in leasing two Suites at Old Town Hall. Rory Hall, a representative of Grade Tech. hopes to begin their lease term on June 1, 2026.

The new rental rates at Old Town Hall are effective on July 1, 2026. I have drafted the lease to read that the tenant will pay the old rate for the month of June and the new rate beginning in July for the remainder of the lease term.

201: Old rate \$191.40, New rate \$498.30

204: Old rate \$198.36, New rate \$516.42

RECOMMENDED ACTION: Staff recommends signing two new leases with Grade Tech Power Services, Inc.

Attachments Provided: Yes X No

Submitted by: Rachel Wood

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 26th day of May, 2026, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Grade Tech Power Services, Inc., of 6905 South 1300 East #283 Midvale, UT 84047, 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 excavating and grading services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as excavating and grading services and matters directly related to that business and desires to lease office space from lessor to conduct that business.

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

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

SECTION ONE

Description of Premises

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

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

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

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

SECTION TWO

Term of Lease

The lease shall be a twelve (12) month lease to commence on June 1, 2026 and terminating at midnight on the last day of May, 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.

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

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of five-thousand six-hundred seventy-two dollars and seventy cents (\$5,672.70) for the term of this lease, payable in advance in 12 monthly payments of one-hundred ninety one dollars and forty cents (\$191.40) for the first month and four-hundred ninety-eight dollars and thirty cents (\$498.30) for the remaining 11 months of the lease term. Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

Lessee will be billed by lessor on or before the first (1st) day of each month for the rent. Payment of rent is due and shall be paid on or before the fifteenth (15th) day of each month. Payments for rent shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly rent payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly rent. On lessee's failure to pay the monthly rent payment on a timely basis, lessor shall have the right to

terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE Security Deposit

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

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

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

Entry is allowed in case of an immediate emergency.

SECTION SEVEN

Taxes

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

SECTION EIGHT

Utilities and Property Taxes

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

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

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

SECTION NINE

Liens

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

SECTION TEN
Business Licenses and Other Business Charges

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

SECTION ELEVEN
Insurance

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

SECTION TWELVE
Alterations and Modifications; Repair

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

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

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

SECTION SEVENTEEN

Effect of Breach

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

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

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

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

SECTION EIGHTEEN

Waiver

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

SECTION NINETEEN

Business Signs

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

termination of this lease, lessor will remove all signs.

SECTION TWENTY
Services Provided by Lessor

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

SECTION TWENTY ONE
Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

AGREEMENT FOR COMMERCIAL SPACE

This lease is made this 26th day of May, 2026, between the City of Kemmerer, a Wyoming Municipality of 220 Highway 233, Kemmerer, WY 83101, herein referred to as lessor, and Grade Tech Power Services, Inc., of 6905 South 1300 East # 283 Midvale, UT 84047, 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 excavating and grading services and desires to lease from lessor that portion of the premises more specifically identified below for the sole purpose of conducting business described as excavating and grading services and matters directly related to that business and desires to lease office space from lessor to conduct that business.

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

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

SECTION ONE

Description of Premises

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

Suite 204 of said building that encloses or consists of approximately three-hundred forty-two (342) square feet of space.

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

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

SECTION TWO

Term of Lease

The lease shall be a twelve (12) month lease to commence on June 1, 2026 and terminating at midnight on the last day of May, 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.

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

SECTION THREE

Delivery of Possession

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

SECTION FOUR

Rental

Lessee shall pay a total of five-thousand eight-hundred seventy-eight dollars and ninety-eight cents (\$5,878.98) for the term of this lease, payable in advance in 12 monthly payments of one-hundred ninety-eight dollars and thirty-six cents (\$198.36) for the first month and five-hundred sixteen dollars and forty-two cents (\$516.42) for the remaining 11 months of the lease term. Lessee shall have access to the premises at 8 a.m. on the day set forth in Section Two above and upon signing this lease and shall pay in advance the first month's payment together with the sum set forth in Section Five immediately below describing the security and utility deposit to be made.

Lessee will be billed by lessor on or before the first (1st) day of each month for the rent. Payment of rent is due and shall be paid on or before the fifteenth (15th) day of each month. Payments for rent shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly rent payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly rent. On lessee's failure to pay the monthly rent payment on a timely basis, lessor shall have the right to

terminate this lease without further notice and the lease will thereupon be forfeited.

SECTION FIVE Security Deposit

Lessor acknowledges receipt of three-hundred ninety-six dollars and seventy-two cents (\$396.72) that lessor is to retain as security for the faithful performance of all the terms and conditions of this lease. In no event shall lessor be obligated to apply the deposit on rents, utilities, late payment penalties, or other charges in arrears or on damages for failure to perform the terms and conditions of this lease by lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be solely at the option of lessor, and the right to possession of the premises by lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to lessee when this lease is terminated, according to the terms of this lease, if not applied toward the payment of rent in arrears, utilities in arrears, late payment penalties not paid, other charges, or toward the payment of damages suffered by lessor by reason of any breach of the terms and conditions of this lease by lessee. In no event is the security deposit to be returned until lessee has vacated the premises and delivered possession to lessor. Lessor shall have forty-five (45) days to examine the premises and give an accounting of any damages to the premises before returning the balance of any security deposit that is not retained for repairs or otherwise.

The security deposit will draw no interest.

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

SECTION SIX Restrictions on Use

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

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

Entry is allowed in case of an immediate emergency.

SECTION SEVEN

Taxes

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

SECTION EIGHT

Utilities and Property Taxes

Lessor shall furnish all heat and air conditioning, all electricity, garbage disposal from the building garbage bin, together with all water and sewer service to the demised premises provided however, lessee agrees to pay their pro rata portion of the cost of those utilities. Lessee is renting three-hundred and forty-two (342) square feet of space as described above in Section One. The total building square footage is five-thousand seven-hundred thirty-five (5,735). There are approximately three-thousand sixty-seven (3,067) square feet of common space that lessee will have access to and shared use of as part of this lease. Lessee shall pay six-percent (6%) of the monthly utilities and property taxes on the building for their share of common space building plus their proportionate share of their space for a total of nine-percent (9%) of the total square footage. Lessee will be billed by lessor on or the first (1st) day of each month for these utilities. Payment of lessee's portion that shall be set forth in the monthly billing is due and shall be paid on or before the fifteenth (15th) day of each month for these utilities. Payments for utilities shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifteenth (15th) day of the succeeding month. If a monthly utility payment is delinquent there shall be an additional fifty dollar (\$50.00) fee added to the monthly utility payment. On lessee's failure to pay the monthly utility payment on a timely basis, lessor shall have the right to terminate this lease without further notice and the lease will thereupon be forfeited.

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

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

SECTION NINE

Liens

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

SECTION TEN

Business Licenses and Other Business Charges

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

SECTION ELEVEN

Insurance

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

SECTION TWELVE

Alterations and Modifications; Repair

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

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

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

SECTION THIRTEEN
Destruction of Premises

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

SECTION FOURTEEN
Condemnation

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

SECTION FIFTEEN
Assignment and Sublease

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

SECTION SIXTEEN
Breach or Default

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

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

SECTION SEVENTEEN
Effect of Breach

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

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

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

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

SECTION EIGHTEEN
Waiver

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

SECTION NINETEEN
Business Signs

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

termination of this lease, lessor will remove all signs.

SECTION TWENTY
Services Provided by Lessor

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

SECTION TWENTY ONE
Unlawful Detainer and Attorney's Fees

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

SECTION TWENTY TWO
Sovereign Immunity and No Third Party Rights

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

SECTION TWENTY THREE
Remedies of Lessor Cumulative

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

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

LESSOR - CITY OF KEMMERER

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

Attested: _____
NATASIA DIERS,
City Clerk

LESSEE - _____ (Personally and as a business)

By: _____, Personally

_____, Personally

Tabled Business (a)

AGENDA ITEM # a **TABLED BUSINESS**

=====

Department: ADMINISTRATION

Meeting Date: April 13th, 2026
April 27th, 2026
May 11, 2026
May 26 2026

SUBJECT: 3rd 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, **and then again on May 5, 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--**some on the City Council don't like having a 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 structure types (RV, modular, etc.), acknowledges common facilities, and ties it to a specific project or industry.

In its Special Session May 5th 2026 the zoning board reviewed and accepted the changes the City Council passed on 2nd reading. A public hearing was held on May 11th 2026 at the Regular Session of the The Kemmerer City Council, with no public comments, but the Council tabled it, wanting to give the Zoning Board one more chance to provide feedback, especially on the density and the proximity to residential areas. The zoning board met on May 19 2026 and provides the following feedback:

1. The zoning board does not object to including the language/definition for Short Term Occupancy (workforce)
2. The zoning board does not like the idea of a cantina being allowed.
3. The zoning board would like to see the workforce hub be at least ½ mile from any residential neighborhood.
4. The zoning board would like to see language included that requires the hub have a secure perimeter fence that is a minimum of 6 feet in height.
5. The zoning board would like to limit the density of the workforce hub to no more than 40 units per acre.

These suggestions have been added to code submitted in this packet.

RECOMMENDED ACTION:

Pass, **Approve and Adopt** on 3rd 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 Occupancy (workforce)

Occupancy of a dwelling unit or sleeping quarters for a period of less than thirty (30) consecutive days by individuals whose primary residence is elsewhere and whose presence is related to employment, contract work, or project-based activity in the area.

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 facility
- (g) Short-term occupancy workforce
- ~~(e)~~ ~~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
- ~~(d)~~(e) Cantinas

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, TEMPORARY WORKFORCE HOUSING DENSITY, PROXIMITY AND OTHER REQUIREMENTS

- (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 Facility shall have a maximum of 2040 to 60 or up to 60 dwelling units per acre, and shall be no closer than 1/4 or 1/2 mile to any permanent residential area. Once such facility is conditionally approved by the zoning board, it will be become a temporary residential area only. ~~[City Council discussed that density could also be set by # of people—discussion point—and City Attorney pointed out that man camps are residential—so I made a suggested change here.]~~ It shall have a secure perimeter fence that is a minimum of 6 feet in height.

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.

Old
Business
(a)

AGENDA ITEM # a **OLD BUSINESS**

Department: ADMINISTRATION

Meeting Date: ~~April 27, 2026~~
~~May 11, 2026~~
May 26, 2026

SUBJECT: **3rd 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.

The Allwest Representative is checking on the possibility of re-imbursing the publishing fee. They seemed willing to consider a 5-year term with renewal. Council passed this on 2nd Reading at its May 11 2026 meeting. Allwest has confirmed that they will re-imburse the publishing fee. They would prefer to keep the 10 years but are open to a 5-year review. The attached agreement has a five-year automatic renewal unless either party wants to re-open.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on 3rd 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. State in motion that Allwest must reimburse the city for the cost of publishing the ordinance in the Kemmerer Gazette.

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 meetings hearing on April 26, May 11th, and May 26th _____, 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 ~~five~~ ~~ten~~ (5+10) years (“Initial Term”). ~~If A~~ after the expiration of the first ~~five~~ ~~ten~~ (5+10) year period, the Franchise will automatically renew for another five years unless either party provides written notice to the other of its intent to renegotiate the terms of the Franchise, in which event 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 Staet 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: _____

Old
Business
(b)

AGENDA ITEM # b OLD BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~April 27, 2026~~
~~May 11, 2026~~
May 26, 2026

SUBJECT: 3rd 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.

The Allwest Representative is checking on the possibility of re-imbursing the publishing fee. They seemed willing to consider a 5-year term with renewal. The City Council passed this on second reading in its May 11 2026 meeting.

Allwest has confirmed that they will re-imburse the publishing fee. They are Ok with increasing the rate to 3.5%. They would prefer to keep the 10 years but are open to a 5-year review. The attached agreement has a five-year automatic renewal unless either party wants to re-open.

RECOMMENDED ACTION:

Consider any revisions after discussions, then pass on **3rd** 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. **Motion should state that the franchise fee rate will increase from 3.0 to 3.5%. Allwest must reimburse the city for the cost of publishing the ordinance in the *Kemmerer Gazette*.**

Attachments Provided: Yes 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 ~~fiveten (510)~~ years (“Initial Term”). ~~If A~~after the expiration of the first ~~fiveten (510)~~ year period, ~~the Franchise will automatically renew for another five (5) years unless~~ either party provides written notice to the other of its intent to renegotiate the terms of the Franchise, ~~in~~ which event 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 ~~and one half~~ percent (3.5%) 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.

New Business

(a)

Consider Appointment of
Cheryl Goodwine to the
Golf Advisory Board

New
Business
(b)

AGENDA ITEM # 6 (NB OB CONSENT)

Department: Golf & Parks and Administration Meeting Date: May 26, 2026

SUBJECT: Handling of Golf Advisory Board Funds

BRIEF DESCRIPTION/JUSTIFICATION:

The Golf Advisory Board has approached city staff in regard to creating a restricted fund within the city's budget for revenues and expenditures. The board has provided a letter from their tax accountant on the handling of advisory board funds that is attached. The letter raises legitimate concerns about the current arrangement involving the Women's League account, and I agree that a long-term solution should provide transparency, accountability, and legal clarity.

However, I do not believe transferring the Advisory Board's fundraising activities and financial management into the City's accounting system is the best solution for the City or its taxpayers.

The recommendation presented frames the creation of a City-managed restricted fund as simple and low-burden, but in practice it creates several concerns that deserve careful consideration before the City assumes responsibility for privately raised funds connected to an advisory body.

First, while the Advisory Board was created by the City, it remains an advisory board — not an operational department of municipal government. Expanding the City's role from oversight of public facilities into active management of privately raised donations, sponsorships, and expenditures would broaden the City's administrative and fiduciary responsibilities.

Once the City accepts and manages these funds, several practical issues arise:

- City staff time and administrative resources would be required for bookkeeping, receipting, auditing, purchasing, approvals, reporting, and compliance oversight.
- The City could face public pressure or disputes regarding how donated funds are allocated, approved, or denied.
- The City may unintentionally assume expectations for future financial support tied to privately raised money.
- Managing earmarked or restricted donations can create accounting complications and increase audit exposure for the municipality.

- Taxpayers ultimately bear the risk and administrative cost whenever the City expands beyond its core governmental functions.

The letter suggests this arrangement would cost the City “almost nothing,” but any additional fund administered by a municipality creates ongoing obligations for finance personnel, legal oversight, records retention, public transparency compliance, and auditing standards. Even relatively small accounts require staff attention and municipal accountability.

Additionally, there is an important governance concern. The Advisory Board was established to advise the City regarding the golf course — not to operate as an independent fundraising entity under municipal administration. If fundraising and private donations become a significant component of the Board’s activities, a separate nonprofit organization may actually provide clearer boundaries and better accountability than placing those functions inside City government.

For that reason, I believe the most appropriate long-term solution is the one identified in the letter as the “backup plan”: the creation of an independent “Friends of Fossil Island Golf Course” nonprofit organization.

A separate nonprofit would:

- Keep private fundraising activities outside of municipal government;
- Protect taxpayers from liability and administrative burden;
- Allow fundraising, grant applications, sponsorships, and donations to occur independently;
- Provide transparent governance with its own board, bylaws, and reporting requirements;
- Preserve the City’s proper role as owner/operator of the public facility while allowing community support efforts to continue voluntarily.

RECOMMENDED ACTION:

For the reasons above, I would encourage the Council not to establish a City-managed restricted fund for Advisory Board fundraising activities and instead encourage the formation of an independent nonprofit support organization if ongoing fundraising is desired.

Attachments Provided: Yes No

Submitted by: Natasia Diers



May 3, 2026

**Kemmerer Women's League Golf Association
Fossil Island Golf Course Advisory Board**

Re: Handling of Advisory Board funds

Hi everyone -

I wanted to put my thoughts together in writing so both groups have something to reference as you figure out next steps. The short version is that this is a very common situation, there's a clean way to handle it going forward, and nobody has done anything wrong here. The Advisory Board had a perfectly reasonable question to ask when this arrangement started, and the Women's League stepped up and helped because that's what neighbors do in a small town.

After running the arrangement for a year, the Women's League is now pausing to ask whether it should continue, and that's exactly the right instinct. The arrangement worked in the short term, but it isn't a sustainable long-term solution, and the reasons why are worth understanding so both groups can land on something that protects everyone and supports the Advisory Board's mission for the long haul.

Below I've walked through three things: why the Women's League account isn't the right long-term place for the Advisory Board's funds, what the Advisory Board should ask the City Council to do, and what to do if the City says no.

1. Why the Women's League Account Should Not Continue to Be Used

The Kemmerer Women's League Golf Association has operated for many years with an EIN and a bank account, but it has not been formally recognized by the IRS as a tax-exempt nonprofit organization under any 501(c) designation. For day-to-day operations of a member-funded golf league, this hasn't created problems. Accepting and disbursing funds on behalf of another organization, however, is a different matter, and continuing to do so creates real exposure for the League and its members. Specifically:

- **Tax exposure.** Funds deposited into the Women's League account are, from the IRS's perspective, income to whatever entity owns that account. Continuing to run another organization's money through could increase the League's reportable income and create tax liability the League was never intended to carry.



- **Commingling of funds.** Mixing the Advisory Board's money with the League's money makes it difficult to track what belongs to whom, complicates bookkeeping, and creates problems if either organization is ever audited or questioned.
- **Personal liability.** Because the Women's League is not an incorporated entity, the individuals who manage the account can be held personally responsible for any disputes, misuse, or accounting errors involving funds that pass through it.
- **Misrepresentation risk.** If anyone donates to the Advisory Board through the League's account believing the funds are going to a recognized nonprofit, that creates a misrepresentation problem regardless of intent.
- **No legal authority to act as a fiscal sponsor.** Acting as a pass-through for another organization's funds is called fiscal sponsorship, and it requires a recognized 501(c)(3) nonprofit with a written agreement and proper accounting protocols. The Women's League is not in a position to do this.

For all of these reasons, my recommendation is that the Women's League discontinue the arrangement going forward. This isn't a reflection on the Advisory Board or its mission, and it doesn't mean the past year was handled improperly. It's simply the right answer for both organizations' long-term protection.

2. Recommended Approach: A Restricted Fund Within the City

The Fossil Island Golf Course Advisory Board was created by the City of Kemmerer and operates under the City's authority. As an advisory body of city government rather than an independent legal entity, the Advisory Board cannot hold its own bank account or independently accept funds. The cleanest solution is for the funds to live where the Advisory Board itself lives, which is within the City's accounting structure, in a designated restricted fund earmarked for the Advisory Board's use.

This is a common arrangement used by cities across the country to handle donations and earmarked funds for parks boards, library boards, recreation commissions, and similar advisory bodies. I'd recommend the Advisory Board formally request this from the Kemmerer City Council.

Key points to make to City Council:

- **The Advisory Board is an official body of the City.** It was created by the City, its members are appointed through the City's process, and it operates under the City's authority. Funds raised in support of its mission are appropriately held by the City.
- **This is a restricted fund, not general revenue.** The Advisory Board is asking the City to establish a separate accounting line (often called a "restricted fund," "gift fund," or "designated fund") where contributions are earmarked exclusively for Advisory Board purposes and cannot be redirected to general city operations.



- **Donations to the City for public purposes are tax-deductible.** Under IRC §170(c)(1), contributions made to a state or local government for exclusively public purposes are deductible to donors, just as they would be to a 501(c)(3). Donors are not disadvantaged by giving through the City.
- **The City retains full oversight.** All disbursements would go through standard city accounting and approval processes, providing transparency and accountability while protecting the City from any misuse concerns.
- **It costs the City almost nothing.** Establishing a designated fund is typically a one-time accounting setup. There is no ongoing administrative burden beyond normal recordkeeping for any city account.
- **It removes liability from individuals.** Currently, any funds raised informally would have to be held by an individual or another organization. A City-held restricted fund removes that personal exposure entirely.

Suggested ask to City Council:

“The Fossil Island Golf Course Advisory Board respectfully requests that the City of Kemmerer establish a designated restricted fund within the City’s accounting system for the purpose of holding and disbursing donations, sponsorships, and other earmarked contributions made in support of the Advisory Board’s mission. We propose that disbursements from this fund be made upon recommendation of the Advisory Board and approval through the City’s standard procedures.”

It would also help to bring a one-page summary to the meeting outlining the request, the legal basis (IRC §170(c)(1) for donor deductibility), and examples of similar arrangements used by other Wyoming municipalities.

3. Backup Plan: A “Friends of” 501(c)(3) Nonprofit

If the City Council declines the request, whether for administrative reasons, policy preferences, or anything else, the Advisory Board’s next-best option is to support the formation of a separate 501(c)(3) nonprofit organization, often called a “Friends of” group, that exists to support the Advisory Board’s work.

This is also a very common arrangement. Friends of the Library, Friends of the Parks, and similar organizations exist in nearly every community in the country and serve exactly this function: they raise and hold money in support of a public body that cannot hold money itself.

What this would look like:

- **A separate legal entity.** The Friends group would be incorporated in Wyoming as a nonprofit corporation, with its own articles of incorporation, bylaws, board of directors, and EIN. It would be



legally independent from both the City and the Advisory Board, though its mission would be to support the Advisory Board's work.

- **Federal tax-exempt status.** After incorporating, the Friends group would apply to the IRS for 501(c)(3) recognition using either Form 1023-EZ (the streamlined application, \$275 filing fee, available for organizations projecting under \$50,000 in annual gross receipts) or the full Form 1023 (\$600 filing fee). Most Friends groups qualify for the 1023-EZ.
- **Tax-deductible donations.** Once recognized, the Friends group can accept donations that are fully tax-deductible to donors and can apply for grants from foundations and other funders that require 501(c)(3) status.
- **Separate governance.** The Friends group must have its own board of directors and hold its own meetings, separate from the Advisory Board's meetings. There can be overlapping membership (and often is), but the two bodies make their own decisions independently. This separation is what keeps the Friends group legally distinct from the City.
- **Ongoing requirements.** The Friends group would need to file an annual IRS Form 990 (or 990-N for very small organizations), maintain corporate records, hold annual board meetings, and renew its registration with the Wyoming Secretary of State each year. These obligations are modest but real.

Steps to form a Friends of 501(c)(3):

1. **Choose a name.** Something like "Friends of Fossil Island Golf Course" is descriptive and clearly signals the supportive role. Verify availability with the Wyoming Secretary of State.
2. **Recruit a founding board.** A minimum of three unrelated individuals to serve as initial directors. They do not have to be Advisory Board members, though some overlap is common.
3. **File Articles of Incorporation.** Submit nonprofit articles of incorporation to the Wyoming Secretary of State. Filing fee is approximately \$25. The articles must include specific 501(c)(3) language regarding purpose and dissolution. The IRS provides sample language.
4. **Adopt bylaws and hold an organizational meeting.** The board adopts bylaws, elects officers, and approves initial resolutions (banking, EIN application, etc.).
5. **Obtain an EIN.** Apply through the IRS website. Free and immediate.
6. **Apply for 501(c)(3) recognition.** File Form 1023-EZ if eligible (\$275) or Form 1023 if not (\$600). Approval typically takes 2 to 6 months.
7. **Open a bank account.** Once the EIN is obtained, the Friends group can open its own bank account. Donations received before 501(c)(3) approval are retroactively deductible once approval is granted, provided the application is filed within 27 months of incorporation.



8. **Register for charitable solicitation if required.** Wyoming does not currently require state-level charitable solicitation registration for most organizations, but this should be confirmed at the time of formation.
9. **Establish a relationship with the Advisory Board.** While the two organizations remain legally separate, they should have a clear understanding (ideally in writing) of how the Friends group will support the Advisory Board's priorities and how funding requests will be handled.

Approximate startup cost: \$300 to \$700 in filing fees, plus any professional fees for assistance with the formation documents and IRS application. Many small Friends groups complete the process for well under \$1,000 total.

Closing Thoughts

Both groups are doing good work for the Kemmerer community, and the question that brought us here has a clean, well-established answer. The Advisory Board's funds belong either with the City (through a restricted fund) or with a properly formed nonprofit (a Friends of group), not in a third party's account, however well-intentioned. Either path will give the Advisory Board a sustainable, transparent, and legally sound way to handle the resources it raises in support of Fossil Island Golf Course.

Please reach out if either group would like help preparing materials for the City Council presentation, drafting incorporation documents for a Friends group, or thinking through any other aspect of this. I am happy to help where I can.

Warmly,

Nicole Anderson

Nicole Anderson, EA
Anderson Tax & Consulting

New
Business
(c)

AGENDA ITEM # C NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: May 26, 2026

SUBJECT: 1st Reading Ordinance 2026-902 Amending Zoning Map 51.9 Acres of Heavy Industrial to R & Ra Zone

DESCRIPTION/JUSTIFICATION:

Pursuant to Wyoming Statute 15-1-602b and City of Kemmerer Code Section 23-108g3, notice was given in the April 2nd 2026 *Kemmerer Gazette* that the Kemmerer Zoning Board would be holding a public hearing Tuesday, May 5th, 2026, at 6:00 p.m. at the Kemmerer City Hall Conference Room, 220 State Hwy 233, Kemmerer, Wyoming, regarding amending its zoning map. Owner Robert B. Fox is requesting changing 51.9 acres of land currently zoned Heavy Industrial I-3 contained within parcels 2116-352-003-5600 and 2116-351-003-5300, to Residential R and Residential Ra lying: East of U.S. Highway 189 and South of U.S. 30. All interested persons were invited to attend and present verbal or written statements. **In a Special Session of Kemmerer Zoning Board May 5th 2026, the public hearing was held. No comments were received. The Zoning Board then unanimously approved the change.**

Staff analysis: Staff has reviewed this application and found it to be complete. The application is partially consistent with the Kemmerer Comprehensive Plan and Future Land and Transportation Map, since there is specific policy direction to consider rezoning from industrial to agricultural, commercial, or low-density residential. See attached Staff Report-Zone Change for more analysis, including considering buffering, proximity to quarry, and public services infrastructure.

Options for City Council Action

- 1. Approve the zone change.
- 2. Approve with conditions.
- 3. Table the Decision – request additional information.
- 4. Deny if deemed non-compliant with Kemmerer City Code and inconsistent with the Comprehensive Plan.

RECOMMENDED ACTION: Discuss alignment with the Comprehensive plan, buffering, gravel pit proximity, infrastructure and other issues, and if further information is needed. If not, pass on 1st Reading Ordinance 2026-902 amending the City of Kemmerer Zoning Map, changing 51.9 acres of land currently zoned Heavy Industrial I-3 to R and Ra, lying: East of U.S. Highway 189 and South of U.S. Highway 30, as set forth in the submitted legal descriptions.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

Kemmerer City Zoning Board

Staff Report – Zone Change (Zoning Map Amendment) Cumberland Hills Phase I

Date: April 30, 2026

Prepared by: Planning Staff (J-U-B Engineers)

Purpose

The applicant (Fox Development) is requesting a zone change from the Medium Industrial (I2) zoning designation to the Residential, Single Family Detached, one-acre minimum (R) zoning designation and the Residential, Single Family, Detached, 7,500 sq ft minimum (Ra) zoning designation for the subject property located east of Highway 189 and south and east of Highway 30. The purpose of the request is to permit the subdivision of land for the development of detached single-family homes, which is permitted in the proposed zoning district. Zone changes are legislative actions that amend the Official Zoning Map adopted pursuant to Kemmerer City Code Chapter 23 – Land Use Zone District Ordinance.

Background

- Rezone Application Received: March 13, 2026.

Attachments

- Zone Change Application
- Proposed Zoning Exhibit
- Legal Description
- Zoning Map
- Future Land Use Map

Surrounding Land Uses and Zoning:

Direction	Zoning District	Existing Land Use	In the General Area
North	Medium Industrial	Vacant Land	Rock Quarry
South	Medium Industrial	Vacant Land	Vacant Land
East	Medium Industrial	Vacant Land	Highway 30
West	Medium Industrial	Vacant Land	Highway 189

Existing Zoning and Proposed Zoning:

Existing Zoning: Medium Industrial (I-2)

- Purpose: The I-2 Medium Industrial zone district is intended for the purpose of allowing certain industrial uses which may, in general, be less intense than heavy industry, but are not compatible with residential and/or commercial activities. Land coverage, building

height, traffic generation, obnoxious sounds, glare, dust and odor are minimal to ensure compatibility with adjoining properties.

- **Typical permitted uses:** The I-2 district allows a wide range of medium-intensity industrial, and commercial activities that support manufacturing, vehicle- and equipment-related services, distribution, and utility functions. Permitted uses generally include light manufacturing and fabrication, warehousing and wholesale operations, contractor and industrial service yards, printing and data-related facilities, and industries that do not produce excessive noise, vibration, odors, or emissions beyond the building. The district also accommodates vehicle sales, repair, fueling, and trucking-related services, as well as certain specialized uses such as greenhouses, nurseries, medical urgent care, and public utility infrastructure. The full list of permitted uses can be found in Kemmerer City Code Section 23-62.
- **Prohibited Uses:** Single-family dwelling, two-family dwelling, multifamily dwelling, junk yard, domesticated farm animals, coops, barns, stalls, pens, and any other animal housing per City Code Chapter 5, Section 5-12 - Keeping of Animals.
- **Relevant development standards:** General building and parking lot setbacks are required. There is no fixed minimum lot size; lot area is determined by building footprint, parking requirements, and required setbacks. Outdoor storage areas must be fenced and screened from public rights of way and from adjoining residential or commercial properties.

Proposed Zoning: Single Family Residential (R)

- **Purpose:** Single family residential to provide for limited equestrian and limited livestock on property from 1 to 5 acres in size without creating a nuisance to neighboring uses.
- **Permitted uses applicable to the proposal:** Low-intensity residential development and a range of supporting civic and neighborhood uses. Allowed activities include conventional single-family and modular homes, licensed home occupations, and community-serving uses such as schools, libraries, places of worship, daycare centers, and public recreation facilities. The full list of permitted uses and applicable conditions can be found in Kemmerer City Code Section 23-12.
- **Prohibited Uses:** Not listed
- **Relevant development standards:** Minimum size from 1 to 5 acres with a minimum width of 150 feet and a minimum depth of 250 feet. General building setbacks are required. Minimum square footage for a single-story home is 900 square feet. Minimum square footage for a multi-story home is 750' on the main floor with a balance on other levels.

Proposed Zoning: Single Family Residential (Ra)

- **Purpose:** The purpose of the Ra, Single Family Residential Zone, is to establish and maintain a conventional, detached and modular housing residential neighborhood characterized by moderately sized lots with adequate space provided for landscaping and play.
- **Permitted uses applicable to the proposal:** Permitted uses include conventional single-family and modular residential development constructed of approved materials, limited home-based businesses subject to permitting, and essential community facilities

such as schools, libraries, places of worship, parks, and recreational facilities. The designation also accommodates supportive residential uses, including facilities for elderly residents, customary accessory structures, utilities, and telecommunications facilities on city property. Limited personal and recreational activities, such as household pets and outdoor fire pits, are permitted when they comply with established safety and operational standards. The full and detailed list of permitted uses and conditions is provided in Kemmerer City Code Section 23-12.

- Prohibited Uses: Two-family dwelling, multifamily dwelling, domesticated farm animals, group homes unless expressly permitted by Sections 23-15, coops, barns, stalls, pens and any other animal housing other than dogs and cats per City Code Chapter 5, Section 5-12, Keeping of Animals.
- Relevant development standards: Maximum density of five units per acre, with a minimum lot size of 8,500 for a single-family dwelling. A required minimum lot depth of 100' and width of 70'. Ra lots with a slope over thirty percent (30%) require additional standards, guidelines, and criteria which permit reasonable development of private property while minimizing flooding, erosion, and other environmental hazards, and which protect the natural scenic character of hill areas, and which insure the efficient expenditure of public funds.

Descriptions of zoning districts and permitted/conditional uses are established in Chapter 23, Article III – District Regulations.

Comprehensive Plan Consistency

The Comprehensive Plan Future Land Use Map designates the subject property as Agricultural (A).

The Comprehensive Plan indicates that this would be consistent with A and A1 zoning designations.

- The proposed zoning is not consistent with the Future Land Use Designation of Agricultural. However, the Comprehensive Plan states, “Rezoning of all land south of Highway 30 from Industrial to Agricultural, Commercial Highway, or low-density residential. The intent is to provide large parcels (approximately 30-35 acres) to allow for residential or agricultural uses.” (Page 17)
- The Future Land Use Map designates land in close proximity to the south as Low Density Residential (LDR). Within the Comprehensive Plan, LDR zoning designation describes the compatible zoning designations as R, Ra, and Rb.
- Land Use Goal LUH-3 states, “Promote land use patterns that provide housing of all types supported by parks and services.”
- Land Use Goal LUH-10 states, “Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or manmade buffers are not available.”

Public Services and Infrastructure

- All utilities would need to be extended to the site upon development

Staff Analysis:

Consistent Partially Consistent Inconsistent

Analysis Summary.

With respect to the Kemmerer Comprehensive Plan, the Future Land Use Map designates the site as Agricultural (A), which does not directly align with the requested R/Ra designations. However, the plan also includes specific policy direction to consider rezoning lands south of Highway 30 from industrial to agricultural, commercial highway, or low-density residential to create large parcels suitable for residential or agricultural use. In addition, nearby areas to the south are shown as Low Density Residential, with R and Ra identified as compatible zoning districts. The request can be viewed as partially consistent with the Comprehensive Plan: inconsistent with the map label at the site, but supportive of stated transition objectives and housing-related land use goals (LUH 3 and LUH 10).

Considerations for the Board Include:

- Land use compatibility and transition – introducing residential uses within an industrially designated area may warrant buffering, access management, and/or phasing to ensure gradual transitions where natural/manmade buffers are limited.
- Potential nuisance exposure, proximity to the quarry and highways may introduce noise, dust, vibration, lighting, and traffic impacts that are typically less compatible with residential expectations and may generate nuisances.
- Public services and infrastructure – utilities will need to be extended to serve residential development, and future subdivision review should confirm adequate water/sewer capacity, legal access, and emergency service provisions.

Public Notice and Comment

- **Notice Method:**
 - Published notice
 - Mailed notice to property owners within the required distance
 - Posted notice
- **Public Comments Received:**
 - Staff has not received any public comment at this time.

Possible Board Actions

1. **Approve** the zone change.
2. **Approve with Conditions**
3. **Deny** if deemed non-compliant with Kemmerer City Code and inconsistent with the Comprehensive Plan.
4. **Table Decision** and request additional information



PROPOSED ZONING PHASE 1

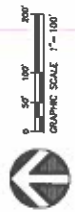
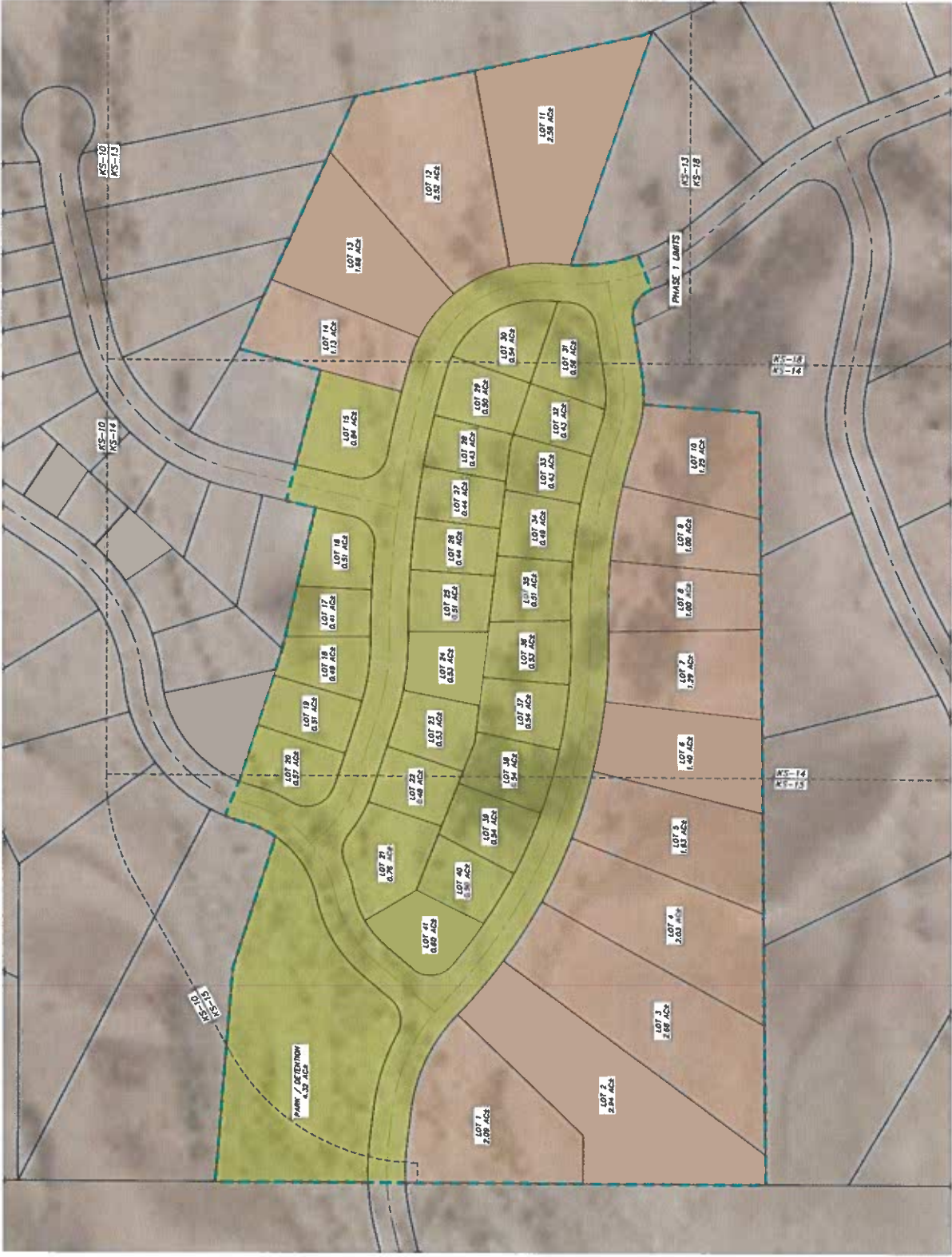
FOX SUBDIVISION PHASE 1
US-30 / US-189
KENAMERE, WY 83101

CI
 Custer Landmark
 Registered Professional Planner
 95 Golf Course Rd.
 3rd Fl. Lb. 101
 Leadville, CO 80451
 435-713-0099

DATE: 11 March 2009
 SCALE: 1" = 100'
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 S. B.A.R.
 SURVEYOR & M.A.P.
 PROJECT NUMBER: [Number]
 SHEETS: [Number]
 SHEET: [Number]

LEGEND

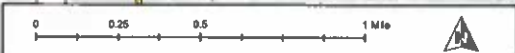
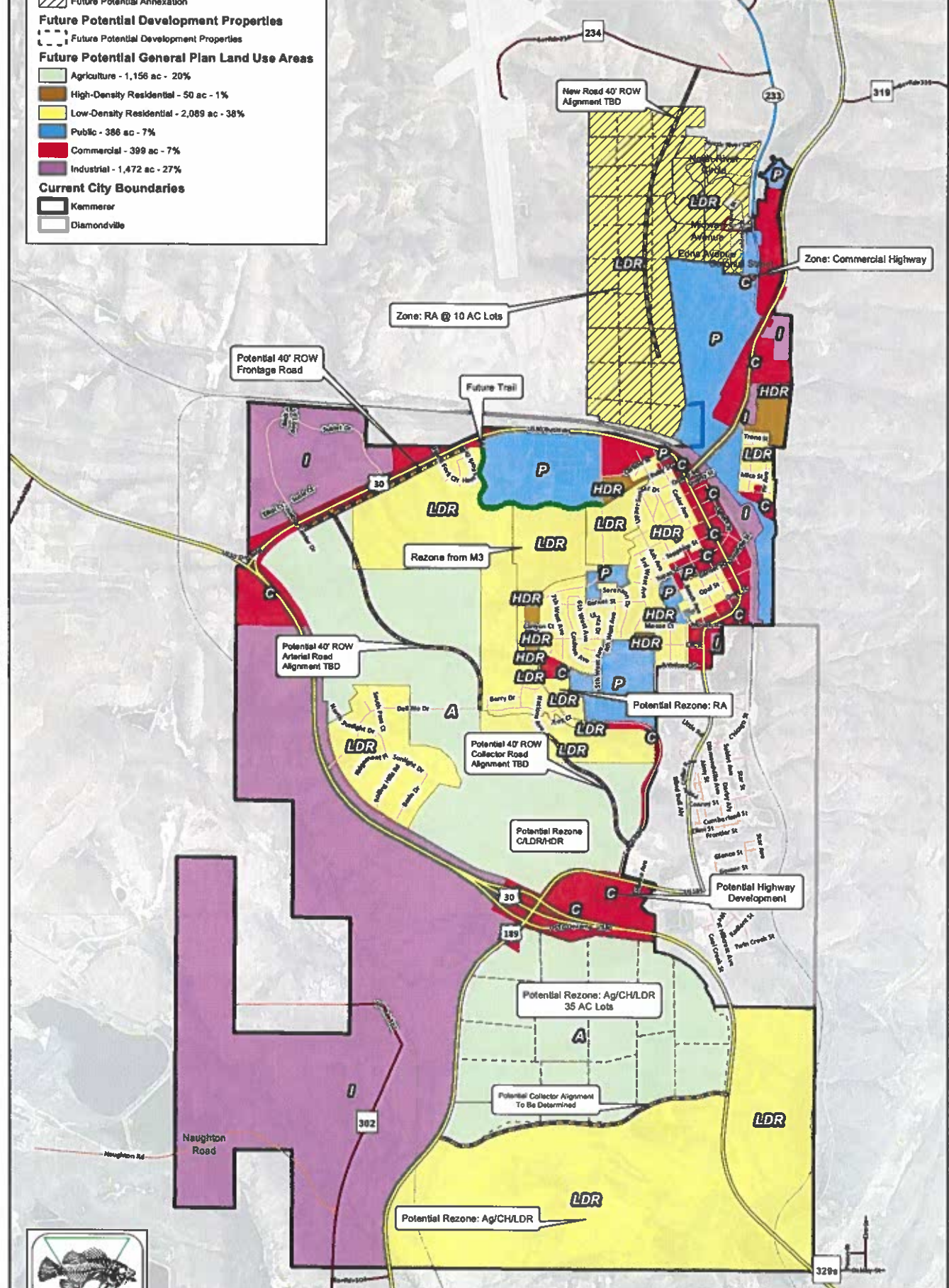
- PROPOSED RA ZONING
- PROPOSED R ZONING
- EXISTING PARCEL LINE
- PHASE 1 BOUNDARY



City of Kemmerer

Future Land Use & Transportation Map

- Future Potential Roads and Trails**
 - Potential Road
 - Potential Trail
- Future Potential Annexation**
 - Future Potential Annexation
- Future Potential Development Properties**
 - Future Potential Development Properties
- Future Potential General Plan Land Use Areas**
 - Agriculture - 1,156 ac - 20%
 - High-Density Residential - 50 ac - 1%
 - Low-Density Residential - 2,089 ac - 38%
 - Public - 386 ac - 7%
 - Commercial - 399 ac - 7%
 - Industrial - 1,472 ac - 27%
- Current City Boundaries**
 - Kemmerer
 - Diamondville



Information displayed on this map is created using the most accurate information available. It is for informational and planning purposes only and should not be construed to be an official survey, nor a resolution for any boundary disputes, of any data presented. Revised 7/1/2013

Proposed R Zoning

PART OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 116 WEST, 6TH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF KEMMERER, COUNTY OF LINCOLN, STATE OF WYOMING, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;
THENCE S00°16'35"W 2636.88 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE N81°54'07"E 282.75 FEET TO THE POINT OF BEGINNING;
THENCE EASTERLY 84.78 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 460.00 FEET AND A LONG CHORD BEARING S87°54'03"E 84.66 FEET;
THENCE S82°37'16"E 67.34 FEET;
THENCE SOUTHEASTERLY 230.69 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 360.00 FEET AND A LONG CHORD BEARING S64°15'49"E 226.76 FEET;
THENCE SOUTHEASTERLY 915.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1145.00 FEET AND A LONG CHORD BEARING S68°48'22"E 891.10 FEET;
THENCE EASTERLY 407.19 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1145.00 FEET AND A LONG CHORD BEARING S81°31'05"E 405.05 FEET;
THENCE EASTERLY 74.37 FEET ALONG A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 290.00 FEET AND A LONG CHORD BEARING S78°40'38"E 74.17 FEET;
THENCE S03°58'33"W 247.51 FEET;
THENCE S89°31'57"W 1645.17 FEET;
THENCE N00°11'04"E 767.02 FEET TO THE POINT OF BEGINNING;
CONTAINING 17.32 ACRES, MORE OR LESS.

ALSO,

PART OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 116 WEST, 6TH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF KEMMERER, COUNTY OF LINCOLN, STATE OF WYOMING, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;
THENCE S00°16'35"W 2636.88 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE N88°37'58"E 1966.41 FEET TO THE POINT OF BEGINNING;
THENCE N14°39'24"E 356.96 FEET;
THENCE S65°25'01"E 594.06 FEET;
THENCE S12°07'03"E 624.60 FEET;
THENCE S25°42'36"E 22.82 FEET;
THENCE N70°46'12"W 529.92 FEET;
THENCE NORTHERLY 26.35 FEET ALONG A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 360.00 FEET AND A LONG CHORD BEARING N04°52'16"E 26.34 FEET;
THENCE NORTHWESTERLY 406.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 290.00 FEET AND A LONG CHORD BEARING N33°11'47"W 374.09 FEET;
THENCE WESTERLY 71.26 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2055.00 FEET AND A LONG CHORD BEARING N74°21'14"W 71.25 FEET TO THE POINT OF BEGINNING;
CONTAINING 7.91 ACRES, MORE OR LESS.

Proposed Ra Zoning

PART OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 116 WEST, 6TH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF KEMMERER, COUNTY OF LINCOLN, STATE OF WYOMING, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;
THENCE S00°16'35"W 2636.88 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;
THENCE N81°54'07"E 282.75 FEET TO THE POINT OF BEGINNING;
THENCE N00°11'04"E 405.49 FEET;
THENCE S85°14'36"E 456.51 FEET;
THENCE S71°51'04"E 294.06 FEET;
THENCE NORTHEASTERLY 73.95 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 210.00 FEET AND A LONG CHORD BEARING N24°28'00"E 73.56 FEET;
THENCE NORTHEREASTERLY ALONG A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 340.00 FEET AND A LONG CHORD BEARING N18°00'22"E 43.02 FEET;
THENCE S71°51'12"E 297.48 FEET;
THENCE S76°50'12"E 309.33 FEET;
THENCE N13°09'48"E 63.54 FEET;
THENCE S75°21'07"E 288.46 FEET;
THENCE S14°39'24"W 178.67 FEET;
THENCE EASTERLY 71.26 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2055.00 FEET AND A LONG CHORD BEARING S74°21'14"E 71.25 FEET;
THENCE SOUTHEASTERLY 406.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 290.00 FEET AND A LONG CHORD BEARING S33°11'47"E 374.09 FEET;
THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 360.00 FEET AND A LONG CHORD BEARING S06°49'19"E 171.62 FEET;
THENCE S69°23'19"W 80.00 FEET;
THENCE NORTHWESTERLY 82.17 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 60.00 FEET AND A LONG CHORD BEARING N59°50'35"W 75.89 FEET;
THENCE S80°55'32"W 115.01 FEET;
THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 290.00 FEET AND A LONG CHORD BEARING N85°12'09"W 139.06 FEET;
THENCE WESTERLY 407.19 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1145.00 FEET AND A LONG CHORD BEARING N81°31'05"W 405.05 FEET;
THENCE NORTHWESTERLY 915.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1145.00 FEET AND A LONG CHORD BEARING N68°48'22"W 891.10 FEET;
THENCE NORTHWESTERLY 230.69 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 360.00 FEET AND A LONG CHORD BEARING N64°15'49"W 226.76 FEET;
THENCE N82°37'16"W 67.34 FEET;
THENCE WESTERLY 84.78 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 460.00 FEET AND A LONG CHORD BEARING N87°54'03"W 84.66 FEET TO THE POINT OF BEGINNING;
CONTAINING 3.72 ACRES, MORE OR LESS.



Community Development Department
 220 State Highway 233, Kemmerer WY 83101
 307-466-3128
 bmuir@kemmerer.org

Zone Change Application

Please refer to Section 23-108(g) of Kemmerer City Code for detailed information.

INCOMPLETE APPLICATIONS WILL RESULT IN DELAYS AND SHALL BE RETURNED TO APPLICANT.

Property Owner

Name: Robert B Fox

Mailing Address: 10283 State Hwy 233, Kemmerer WY
83101

Phone #: 307/727/6165.

Email Address: zkfox73@gmail.co

Applicant (if different than owner)

Name: Fox Development,

Mailing Address: 10283 State Hwy
Kemmerer, WY.

Phone #: 307-727-616

Email Address: zkfox73@gmail.co

Design Professional (if applicable)

Name: Cache Landmark Eng.,

Mailing Address: 95 W. Golf Course RD. #101 Logan UT

Phone #: 435-713-0099

Email Address: searl@cachelandmark.co

Property Information

Tax Parcel(s): 00R0030313Lot13,

Address (if applicable): 00R0030317Lot15,

Acres: 51.9 AC.

Zoning

Existing Zone: Industrial

Proposed Zone: R, RA

Owner Authorization

I/We the undersigned have read and understand this application and attachments and certify that the information provided is true and correct to the best of my/our knowledge.

I/We the undersigned have read and understand all planning and development requirements in Chapter 23 of Kemmerer City Code.

Robert B Fox 3-13-26

Property Owner Name(s) Robert B Fox Date 3/13/26



Community Development Department
 220 State Highway 233, Kemmerer WY 83101
 307-466-3128
 bmuir@kemmerer.org

Existing Land Use and Characteristics: Agriculture, rolling hills, sage

Proposed Land Use: Subdivision, Phase One Cumberland

Is the property adjacent to or directly across a street or alley from other property already in the zone requested? Yes No

Is adjacent property in a less-restrictive zone than the new zone requested? Yes No

Comprehensive Plan Future Land Use Designation: Proposed

Future Land Use Map can be found [HERE](#).

Rationale for zone change – why is the property suited for the zone proposed?

This is a perfect spot for a subdivision. The access right off of Hwy 189 is well suited to a subdivision of this size. The rolling hillside will help provide a pleasing view and look to the subdivision. Having both R and RA zoning makes it appealing to a large range of buyers and will meet the needs of more people. There are no property owners within 300 feet of the proposed subdivision. The closest property owners are the BLM and Cowboy State Trucking

***** REQUIRED ATTACHMENTS*****

- Legal description of total area proposed for zone change
- Location map of lots/parcels proposed for zone change
- Property owner names and addresses within 300' feet of the subject property

For Official Use Only

Date Submitted: 3.13.2026 Received by: D. Wood
 Application Fee (\$50.00): 2.000006022 Paid: Yes No (application incomplete)
 Hearing Date: _____ Case Number: _____
 Hearing Packet Date: _____ Public Notice Begins By: _____



PROPOSED ZONING PHASE 1

FOX SUBDIVISION PHASE 1
US-30 / US-189
KEMMERER, WY 83101

1/1

11/11/2020

1" = 100'

DATE: 11/11/2020

PROJECT: FOX SUBDIVISION PHASE 1

CONTRACT NO.:

CLIENT: FOX SUBDIVISION

PREPARED BY: [Name]

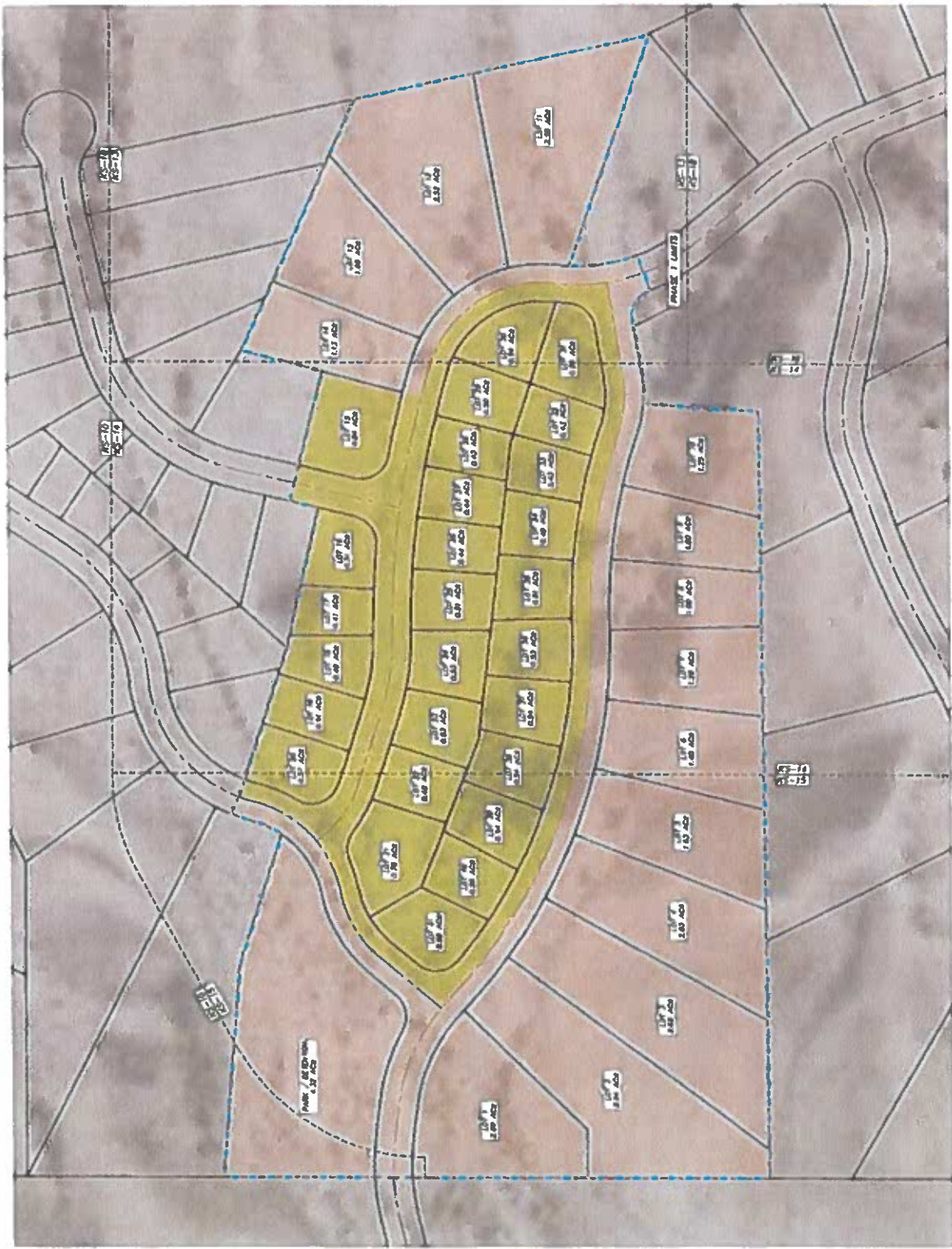
CHECKED BY: [Name]

SCALE: 1" = 100'

DATE: 11/11/2020

LEGEND

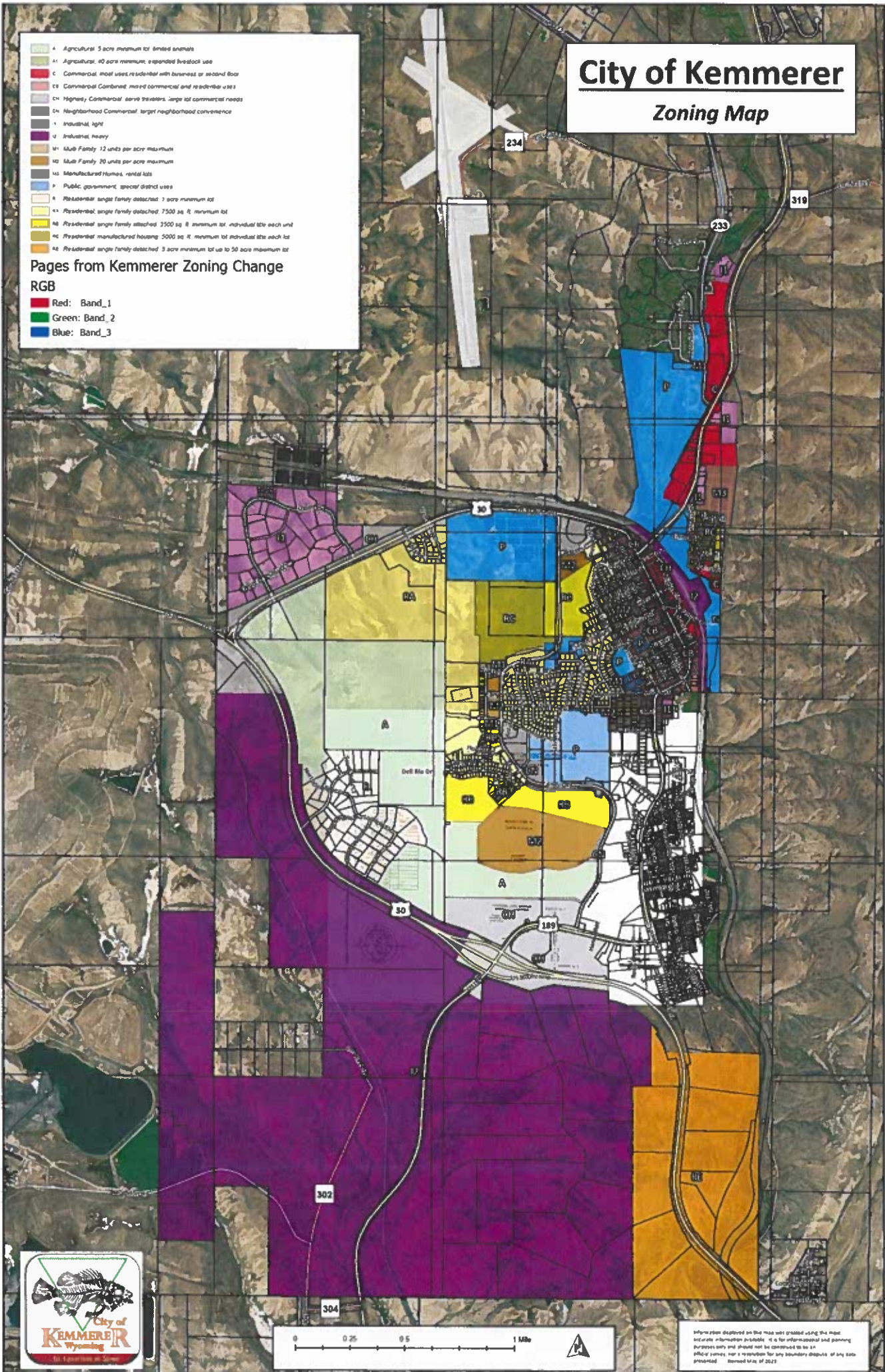
- PROPOSED RA ZONING
- PROPOSED R ZONING
- EXISTING PARCEL LINE
- PHASE 1 BOUNDARY



City of Kemmerer

Zoning Map

- A Agricultural, 5 acre minimum lot, limited animals
 - A1 Agricultural, 40 acre minimum, expanded livestock use
 - C Commercial, most uses, residential with business or second floor
 - C2 Commercial Combined, mixed commercial and residential uses
 - C3 Highway, Commercial, serve travelers, large lot commercial needs
 - C4 Neighborhood Commercial, target neighborhood convenience
 - I Industrial, light
 - I2 Industrial, heavy
 - M1 Multi-Family, 12 units per acre maximum
 - M2 Multi-Family, 20 units per acre maximum
 - M3 Manufactured Homes, rental lots
 - P Public, government, special district uses
 - R Residential, single family detached, 7 acre minimum lot
 - R1 Residential, single family detached, 7500 sq. ft. minimum lot
 - R2 Residential, single family detached, 3500 sq. ft. minimum lot, individual lots each unit
 - R3 Residential, manufactured housing, 5000 sq. ft. minimum lot individual lots each lot
 - R4 Residential, single family detached, 3 acre minimum lot up to 50 acre maximum lot
- Pages from Kemmerer Zoning Change
 RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3



Information displayed on this map was created using the most accurate information available. It is for informational and planning purposes only and should not be construed to be an official survey. No responsibility for any boundary disputes of any size is provided. Issued for: 01/2019