



**“The Fossil Fish Capital of the World”  
City of Kemmerer, Wyoming  
AGENDA  
KEMMERER CITY COUNCIL MEETING  
Monday, October 14, 2019**

**6:00 p.m. – Pre-Meeting Workshop**

Agenda Review

6:15 – 6:30 – Clarify Roles of Kemmerer Area Economic Development Diversification Committee and Roles of City under the EDA Grant

Department Reports

**7:00 p.m. – Regular Meeting**

1. **CALL TO ORDER:** Mayor Tony Tomassi
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVAL OF AGENDA:** October 14, 2019
5. **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.)
  - Comments regarding items on the agenda
  - General comments
6. **PUBLIC HEARINGS:**  
None
7. **PRESENTATIONS:**  
Glen Gillard – 35 year service award
8. **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 Minutes of September 23, 2019
  - (b) Approval of payment of bills; payroll
9. **TABLED ITEMS:**
  - (a) Lincoln Heights Drive Rehabilitation Project

**10. OLD BUSINESS:**

- (a) RFP – Engineering Review & Design of Heating Upgrades

**11. NEW BUSINESS:**

- (a) Approve Change Order #1 on Airport Project
- (b) Award Bid on Administration Vehicle
- (c) Accept or Reject Resignation of David Crosland from City Council – Ward #3
- (d) Declaration of Vacancy to Exist in Kemmerer City Council - Ward #3
- (e) Event Scholarship Requests
- (f) Approve Rezoning of K-D Parcels and Parcel KS-6 of Kemmerer South Parcels from R to RE
- (g) Agreement with Forest Service
- (h) Letter of Request to WYDOT

**12. COMMENTS:**

- (b) Council Comments
- (c) Mayor Comments

**13. EXECUTIVE SESSION**

- (a) Adjourn into Executive Session as per W.S. 16-4-405(a)(vii) – To Consider the selection of a site or purchase of real estate when publicity regarding such consideration would cause a likelihood of an increase in the price

**14. ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE MONDAY, OCTOBER 28, 2019

# Consent Item (a)

The Kemmerer City Council met in regular session this 23<sup>rd</sup> day of September, 2019, at 7 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited.

Present on roll call were Mayor Anthony Tomassi, Councilman Robert Bowen, Councilman Vance Chamberlain, Councilman David Crosland, Councilman Dave McGinnis, and Councilman Mark Quinn. Councilman Eric Rudy was absent.

Motion was made by Councilman Quinn to excuse the absence of Councilman Rudy; seconded by Councilman Bowen. The Mayor then called for the question. Those voting “Yea” – Councilman Bowen, Councilman Chamberlain, and Councilman Quinn. Those voting “Nay” – Mayor Tomassi, Councilman Crosland, and Councilman McGinnis. Motion died.

Motion was made by Councilman Bowen to approve the agenda for September 23, 2019, as amended with the addition of new business item (g) Caboose Moving Service Agreement, new business item (h) County Subdivision Proposal, and striking from consent agenda Wagner and Wagner Invoice 203151; seconded by Councilman McGinnis and unanimously approved by Council present.

**VISITORS’ COMMENTS & PETITIONS**

Lewis Nielsen was recognized for 5 years of service.

**PUBLIC HEARING**

None.

**PRESENTAION**

None.

**CONSENT AGENDA**

Motion was made by Councilman Bowen to approve the items on the consent agenda as amended; seconded by Councilman McGinnis and unanimously approved by Council present. Those items were:

- (a) Approval of the minutes of September 9, 2019 and September 12, 2019 as presented;
- (b) Approval of the payment of the bills and payroll as presented;

13366 WRS Life Insurance	\$64.00	13367 Wyoming Retirement System	\$16,115.38
13368 Auto Inn Repair, Inc.	1,726.35	13369 Avfuel Corporation	20,130.49
13370 Big Pee Industries, Inc.	550.00	13371 BCBS of Wyoming	34,050.00
13372 BMI	358.00	13373 Centurylink	15.15
13374 Centurylink	650.76	13375 Crank Companies, Inc.	315.00
13376 Dominion Energy	542.89	13377 Fossil Basin Promo. Board	12,458.29
13378 Harris Law Office, PC	750.00	13379 High Desert Construction, Inc.	4,414.90
13380 Kemmerer Gazette	216.08	13381 Linc. County Landfill	11,028.88
13382 Linc. County Sheriff Office	2,360.00	13383 Linc. County Treasurer	6,016.09
13384 NGL Connection	377.40	13385 One-Call of Wyoming	34.50
13386 Outlaw Supply, Inc.	890.25	13387 Par West Turf Services, Inc.	246.79
13388 Petty Cash-Adm or Natasia	45.37	13389 Ricketts, Wendell	1,000.00
13390 Safety Supply & Sign Co.	1,243.00	13391 Sublette Examiner	275.00

13392 UMB Card Center	14,913.29	13393 Voided	0.00
13394 Wells Fargo Financial Lease	289.00	13395 Western Wyo. Beverage	31.65
13396 Xerox Corporation	320.62	13397 Wagner & Wagner	1,369.64
9/18/19 Expert Pay-ACH	119.62	8/31/19 Secure Instant Payments-ACH	19.95
9/18/19 Payroll Direct Deposit-ACH	41,045.56	9/18/19 Federal Tax Deposit-ACH	11,589.85
9/18/19 Orchard Trust-ACH	670.00	9/18/19 Flex Account Deposit-ACH	400.00
9/18/19 ICMA-ACH	225.00		

**TABLED ITEMS:**

None.

**OLD BUSINESS:**

None.

**NEW BUSINESS:**

- (a) Motion was made by Councilman Bowen to authorize the mayor to sign an addendum to the March 27, 2017 agreement with Thomas and Corina Crank; seconded by Councilman Quinn and unanimously approved by Council present.
- (b) Motion was made by Councilman Bowen to award the Engineering Services Proposal of the Lincoln Heights Drive Rehabilitation project to Crank Companies, Inc.; seconded by Councilman Chamberlain. After a brief discussion, Councilman Bowen amended his motion to table the Engineering Services Proposal of the Lincoln Heights Drive Rehabilitation project to Crank Companies, Inc. until the October 14, 2019 council meeting; seconded by Councilman McGinnis and unanimously approved by Council present.
- (c) No action was taken on this item.
- (d) Motion was made by Council Quinn to accept the resignation of Councilman McGinnis effective October 1, 2019; seconded by Councilman Bowen and unanimously approved by Council present.
- (e) Motion was made by Councilman Bowen to declare a vacancy in Ward #2 and direct staff to move forward with advertising the vacancy with an application deadline of October 28, 2019; seconded by Councilman McGinnis and unanimously approved by Council present.
- (f) Councilman McGinnis nominated Robert Bowen as the President of the Governing Body; seconded by Councilman Quinn and unanimously approved by Council present.
- (g) Motion was made by Councilman Bowen to authorize the mayor to sign the service agreement with WM Services to move the caboose from Archie Neil Park; seconded by Councilman Quinn and unanimously approved by Council present.
- (h) Motion was made by Councilman Bowen to move to allow the City Administrator to set forth the city's position on the county subdivision (Crosland Subdivision) based on prior requested conditions; seconded by Councilman Quinn.  
 Councilman Crosland recused himself from the meeting; 7:53 p.m.  
 The mayor then called for the question with the motion being approved unanimously by the Council present.  
 Councilman Crosland rejoined the meeting; 8:01 p.m.

**COMMENTS:**

Rachelle Points made comments. Councilman Bowen, Councilman Chamberlain, Councilman Quinn, and Councilman McGinnis made comments. Mayor Tomassi made comments.

**ADJOURN:**

There being no further business before the council, motion was made by Councilman McGinnis to adjourn the meeting; seconded by Councilman Quinn and unanimously approved by Council present, 8:10 p.m.

CITY OF KEMMERER, WYOMING

BY: \_\_\_\_\_

ANTHONY TOMASSI, MAYOR

ATTEST:

\_\_\_\_\_  
GLENDA R. YOUNG

ADMINISTRATIVE SERVICES DIRECTOR

# Consent Agenda (b)





Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>GENERAL FUND</b>						
<b>10-14230 DUE FROM OTHERS</b>						
60235	FREEDOM MAILING SERVICES	36872	FLYERS IN BILLS	10/04/2019	63.12	
21007	UPPER CASE PRINTING, INK.	14939	FLYERS - BOCES & BOOSTER	09/17/2019	192.06	
21007	UPPER CASE PRINTING, INK.	14943	FLYERS - CELEBRATING WY W	09/20/2019	75.24	
<b>10-22500 HEALTH INSURANCE PAYABLE</b>						
20021	BLUE CROSS BLUE SHIELD OF	11-19	HEALTH INSURANCE	10/08/2019	34,050.00	
<b>10-22505 DENTAL INSURANCE PAYABLE</b>						
40081	DELTA DENTAL	10-19	DENTAL INSURANCE	09/20/2019	2,276.60	
<b>10-22510 LIFE INSURANCE PAYABLE</b>						
23012	WEBT	11-19	LIFE INSURANCE	10/04/2019	285.00	
<b>10-23501 CUSTOMER DEPOSITS - SAN.</b>						
99135	FEELEY, JOSH & MIRIAM	REFUND	GARBAGE DEPOSIT REFUND	10/01/2019	60.50	
99197	CORBRIDGE, KYLE	REFUND	GARBAGE DEPOSIT REFUND	10/01/2019	60.50	
<b>LEGISLATIVE</b>						
<b>10-41-430 PUBLIC RELATIONS &amp; COMM</b>						
11020	KEMMERER GAZETTE	09-19	ADS	09/30/2019	314.00	
<b>ECONOMIC DEVELOPMENT</b>						
<b>10-42-993 4% LODGING TAX</b>						
60226	FOSSIL BASIN PROMOTION BO	10-19	LODGING TAX	10/04/2019	9,343.31	
<b>ADMINISTRATION</b>						
<b>10-43-310 FINANCE &amp; RECORDKEEPING</b>						
10020	JONES SIMKINS LLC	34759	PARTIAL PAYMENT AUDIT	09/30/2019	10,920.85	
<b>10-43-360 CONTRACTUAL SERVICES</b>						
14015	NETWIZE	38923	COMPUTER SUPPORT - ADMIN	09/26/2019	443.04	
<b>10-43-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0628-1019	INTERNET - ADMIN	10/01/2019	22.59	
10081	ALL WEST COMMUNICATIONS	0628-1019	IP CONNECTION SLTEC TO CH	10/01/2019	14.25	
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - A	10/01/2019	96.70	
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - ADMIN	09/30/2019	6.60	
22016	VERIZON WIRELESS	9838933570	CELL PHONE - BM	09/26/2019	42.14	
22016	VERIZON WIRELESS	9838933570	TABLET & CELL PHONE - GY	09/26/2019	82.15	
<b>10-43-440 ADVERTISING</b>						
11020	KEMMERER GAZETTE	09-19	ADS	09/30/2019	727.06	
<b>10-43-710 EQUIPMENT LEASE</b>						
16005	PITNEY BOWES, INC.	3309832948	POSTAGE METER LEASE	09/29/2019	400.35	
24005	XEROX CORPORATION	098265675	COPIER LEASE - ADMIN	10/01/2019	362.54	
<b>10-43-860 SPECIAL PROJ &amp; PROGRAMS</b>						
10081	ALL WEST COMMUNICATIONS	0628-1019	INTERNET - JPB/CITY CONTRA	10/01/2019	21.93	
60235	FREEDOM MAILING SERVICES	36872	PROCESS UTILITY BILLS	10/04/2019	571.52	
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - J	10/01/2019	29.01	
14015	NETWIZE	38923	COMPUTER SUPPORT - ADMIN/	09/26/2019	297.12	
<b>10-43-960 EQUIPMENT REPLACEMENT</b>						
14015	NETWIZE	18221	3 COMPUTERS	09/25/2019	3,434.31	
<b>CITY HALL COMPLEX</b>						
<b>10-47-240 GAS, OIL &amp; LUBRICANTS</b>						
23001	WAGNER & WAGNER, INC.	BLDG-0919	FUEL	10/02/2019	52.91	
<b>10-47-410 TELECOMMUNICATIONS</b>						
22016	VERIZON WIRELESS	9838933570	TABLET & CELL PHONE - BH	09/26/2019	82.15	
<b>10-47-620 ELECTRIC</b>						
30120	CITY OF KEMMERER	1410001-0919	SEWER 226 HWY 233	09/25/2019	15.00	
18009	ROCKY MOUNTAIN POWER	003-0919	CITY HALL	09/25/2019	894.96	
18009	ROCKY MOUNTAIN POWER	047-0919	CITY HALL SPRINKLER	09/25/2019	186.16	
<b>10-47-621 WATER</b>						
30120	CITY OF KEMMERER	1410001-0919	WATER 226 HWY 233	09/25/2019	15.00	
30120	CITY OF KEMMERER	7221820-0919	WATER CITY HALL REAR	09/25/2019	131.59	
30120	CITY OF KEMMERER	7221910-0919	WATER CITY HALL FRONT	09/25/2019	86.02	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-47-622	SEWER					
30120	CITY OF KEMMERER	7221820-0919	SEWER CITY HALL REAR	09/25/2019	42.28	
30120	CITY OF KEMMERER	7221910-0919	SEWER CITY HALL FRONT	09/25/2019	38.78	
<b>POLICE ADMINISTRATION</b>						
<b>10-50-220 TECHNICAL SUPPLIES</b>						
23005	WATCHGUARD VIDEO	ACCINV00217	BATTERIES FOR BODY CAMS	09/09/2019	120.00	
<b>10-50-240 GAS, OIL &amp; LUBRICANTS</b>						
60215	WEX BANK	61594266	FUEL - PD	09/30/2019	1,161.09	
<b>10-50-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0628-1019	INTERNET - POLICE DEPT.	10/01/2019	21.93	
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - P	10/01/2019	54.80	
14015	NETWIZE	38923	COMPUTER SUPPORT - POLIC	09/26/2019	345.74	
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - PD	09/30/2019	1.29	
22016	VERIZON WIRELESS	9838933570	CELL PHONE - PD (2)	09/26/2019	50.42	
22016	VERIZON WIRELESS	9838933570	TABLETS - PD (6)	09/26/2019	240.06	
<b>10-50-430 PUB RELATIONS/COMMUNICATIONS</b>						
30403	CREATIVE PRODUCT SOURCIN	113176	DARE SUPPLIES	09/19/2019	911.05	
<b>10-50-450 PRINTING &amp; REPRODUCTION</b>						
18003	RICOH USA, INC	102585216	ADDITIONAL IMAGES 09/19	09/04/2019	19.98	
<b>10-50-710 EQUIPMENT LEASE</b>						
18003	RICOH USA, INC	102585216	PD COPIER LEASE - 09/19	09/04/2019	144.85	
<b>10-50-850 INTERGOVERNMENTAL SERV.</b>						
12017	LINCOLN COUNTY SHERIFF OF	09-19	COMMUNICATIONS - SEPT 201	09/30/2019	2,300.00	
<b>10-50-960 EQUIPMENT REPLACEMENT</b>						
23005	WATCHGUARD VIDEO	ADVREP16883	BODY CAMERA EXCHANGE (3)	09/09/2019	585.00	
<b>ANIMAL CONTROL</b>						
<b>10-55-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	015-0919	ANIMAL SHELTER	09/25/2019	38.80	
<b>10-55-621 WATER</b>						
30120	CITY OF KEMMERER	7221850-0919	WATER ANIMAL SHELTER	09/25/2019	54.83	
<b>PUBLIC WORKS ADMINISTRATION</b>						
<b>10-65-360 ENGINEERING CONTRACTED</b>						
19036	SUNRISE ENGINEERING	0105406	WILCOX BLDG. ENGINEERING	09/19/2019	2,097.00	
<b>10-65-630 STREET LIGHTING</b>						
18009	ROCKY MOUNTAIN POWER	006-0919	STOP LIGHTS	09/25/2019	25.14	
18009	ROCKY MOUNTAIN POWER	028/035-0919	STREET LIGHTING	09/25/2019	341.68	
18009	ROCKY MOUNTAIN POWER	053-0919	STREET LIGHTING (HOLLAND)	09/25/2019	19.73	
18009	ROCKY MOUNTAIN POWER	061-0919	SPINEL LIFT STATION	09/25/2019	27.21	
18009	ROCKY MOUNTAIN POWER	078/083-0919	STREET LIGHTS	09/25/2019	4,980.84	
<b>STREET MAINTENANCE</b>						
<b>10-66-240 GAS, OIL &amp; LUBRICANTS</b>						
23001	WAGNER & WAGNER, INC.	201468	THF FLUID	10/02/2019	99.00	
23001	WAGNER & WAGNER, INC.	STREET-0919	FUEL	10/02/2019	2,148.16	
<b>10-66-260 CONSTRUCTION &amp; REPAIR SUPPLIES</b>						
80133	HIGH DESERT CONSTRUCTION	9903	ASPHALT (28.05 TONS)	09/18/2019	2,384.25	
80133	HIGH DESERT CONSTRUCTION	9906	ASPHALT (26.15 TONS)	09/24/2019	2,222.75	
80133	HIGH DESERT CONSTRUCTION	9907	ASPHALT (28.25 TONS)	09/26/2019	2,401.25	
12014	LEWIS & LEWIS, INC.	659520	ASPHALT	09/05/2019	1,124.70	
<b>10-66-280 EQUIPMENT MAINTENANCE</b>						
16003	PEWAG TRACTION CHAIN INC	4068524	CHAIN PARTS	09/20/2019	339.25	
<b>10-66-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	38923	COMPUTER SUPPORT - STR	09/26/2019	24.31	
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - STREET	09/30/2019	.85	
22016	VERIZON WIRELESS	9838933570	CELL PHONE - CN	09/26/2019	42.14	
<b>10-66-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	010-0919	INDUSTRIAL PARK	09/25/2019	14.69	
18009	ROCKY MOUNTAIN POWER	060-0919	GARAGE & SHOP	09/25/2019	64.94	
18009	ROCKY MOUNTAIN POWER	072-0919	INDUSTRIAL PARK	09/25/2019	16.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>10-66-621 WATER</b>						
30120	CITY OF KEMMERER	7201350-0919	WATER 213 PINE	09/25/2019	148.69	
30120	CITY OF KEMMERER	8000108-0919	WATER POINT KEY A-10	09/25/2019	56.58	
<b>10-66-622 SEWER</b>						
30120	CITY OF KEMMERER	7201350-0919	SEWER 213 PINE	09/25/2019	27.48	
<b>10-66-710 EQUIPMENT LEASE</b>						
21000	UINTA BANK	10-19	SWEEPER LEASE	10/01/2019	3,955.83	
<b>SANITATION - OPERATIONS/MAINT.</b>						
<b>10-69-240 GAS, OIL &amp; LUBRICANTS</b>						
23001	WAGNER & WAGNER, INC.	201468	THF FLUID	10/02/2019	99.00	
23001	WAGNER & WAGNER, INC.	SANI-0919	FUEL	10/02/2019	1,195.42	
<b>10-69-280 EQUIPMENT MAINTENANCE</b>						
14002	NATIONAL ENVIRONMENTAL W	0713-A	GRIP PIN ROD & TUBE	08/15/2019	331.91	
<b>10-69-410 TELECOMMUNICATIONS</b>						
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - STREET	09/30/2019	46	
<b>10-69-420 POSTAGE</b>						
60235	FREEDOM MAILING SERVICES	36872	PROCESS UTILITY BILLS	10/04/2019	211.39	
<b>10-69-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	010-0919	INDUSTRIAL PARK	09/25/2019	7.91	
18009	ROCKY MOUNTAIN POWER	060-0919	GARAGE & SHOP	09/25/2019	34.97	
18009	ROCKY MOUNTAIN POWER	072-0919	INDUSTRIAL PARK	09/25/2019	8.80	
<b>10-69-621 WATER</b>						
30120	CITY OF KEMMERER	7201350-0919	WATER 213 PINE	09/25/2019	80.06	
<b>10-69-622 SEWER</b>						
30120	CITY OF KEMMERER	7201350-0919	SEWER 213 PINE	09/25/2019	14.80	
<b>PARKS MAINTENANCE</b>						
<b>10-75-240 GAS, OIL &amp; LUBRICANTS</b>						
23001	WAGNER & WAGNER, INC.	PARKS-0919	FUEL	10/02/2019	305.21	
<b>10-75-280 EQUIPMENT MAINTENANCE</b>						
13019	MVP OF MOUNTAIN VIEW	4587	DIAGNOSE - RANGER SIDE BY	09/13/2019	110.25	
<b>10-75-360 CONTRACTUAL SERVICES</b>						
20018	BIG PEE INDUSTRIES INC	61299	PORTABLE TOILETS - CAMPGR	09/30/2019	100.00	
20018	BIG PEE INDUSTRIES INC	61300	PORTABLE TOILETS - WALKIN	09/30/2019	100.00	
20018	BIG PEE INDUSTRIES INC	61301	PORTABLE TOILETS - FISHING	09/30/2019	100.00	
20018	BIG PEE INDUSTRIES INC	61460	PORTABLE TOILETS - LIONS CL	09/30/2019	200.00	
<b>10-75-410 TELECOMMUNICATIONS</b>						
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - PARKS	09/30/2019	1.29	
22016	VERIZON WIRELESS	9838933570	TABLET & CELL PHONE - MP	09/26/2019	82.15	
<b>10-75-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	002-0919	PARKS SHOP	09/25/2019	25.28	
18009	ROCKY MOUNTAIN POWER	018-0919	FRONTIER FIELDS	09/25/2019	25.14	
18009	ROCKY MOUNTAIN POWER	046-0919	DVILLE GATEWAY	09/25/2019	26.70	
18009	ROCKY MOUNTAIN POWER	055-0919	PIZ PARK (COULSON)	09/25/2019	25.89	
18009	ROCKY MOUNTAIN POWER	058-0919	COLD STORAGE	09/25/2019	27.54	
18009	ROCKY MOUNTAIN POWER	062-0919	KMER GATEWAY POE	09/25/2019	27.69	
18009	ROCKY MOUNTAIN POWER	067-0919	RANGER PARK	09/25/2019	25.44	
18009	ROCKY MOUNTAIN POWER	071-0919	RIVER SPRINKLER PUMPS	09/25/2019	76.65	
18009	ROCKY MOUNTAIN POWER	091-0919	ARCHIE NEIL CONCESSIONS	09/25/2019	37.08	
<b>10-75-621 WATER</b>						
30120	CITY OF KEMMERER	1961821-0919	PP&L SUBSTATION	09/25/2019	214.74	
30120	CITY OF KEMMERER	7205261-0919	SPRINKLER TRIANGLE	09/25/2019	836.49	
30120	CITY OF KEMMERER	7208851-0919	WATER ARCHIE NEIL PARK	09/25/2019	2,714.37	
30120	CITY OF KEMMERER	7221890-0919	WATER PARKS SHOP	09/25/2019	54.83	
30120	CITY OF KEMMERER	9002272-0919	9TH WEST TOT LOT	09/25/2019	60.40	
30120	CITY OF KEMMERER	9002632-0919	WATER RANGER PARK	09/25/2019	562.19	
30120	CITY OF KEMMERER	9007482-0919	WATER PIZ PARK (WEST)	09/25/2019	336.06	
30120	CITY OF KEMMERER	9007492-0919	WATER PIZ PARK (EAST)	09/25/2019	264.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>COMMUNITY DEVELOPMENT/PLANNING</b>						
<b>10-86-360 CONTRACTUAL SERVICES</b>						
19036	SUNRISE ENGINEERING	0105406	ZONING ENGINEERING	09/19/2019	1,015.00	
<b>10-86-410 TELECOMMUNICATIONS</b>						
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - P	10/01/2019	16.12	
<b>10-86-440 ADVERTISING</b>						
11020	KEMMERER GAZETTE	09-19	ADS	09/30/2019	25.80	
<b>MUNICIPAL COURT</b>						
<b>10-88-410 TELECOMMUNICATIONS</b>						
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - C	10/01/2019	16.12	
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - COURT	09/30/2019	1.29	
<b>GEN FUND DEBT OBLIGATIONS</b>						
<b>10-91-880 DEBT PRINCIPAL</b>						
23056	WYOMING WATER DEVELOPM	29	PRINCIPAL	09/30/2019	12,383.30	
<b>10-91-885 DEBT INTEREST</b>						
23056	WYOMING WATER DEVELOPM	29	INTEREST	09/30/2019	674.03	
<b>CAPITAL PROJECTS FUND</b>						
<b>ADMINISTRATION</b>						
<b>26-43-003 JPB PROJECT</b>						
11015	K-D JOINT POWERS BOARD	WST/TL#30FIN	WST/TRANS LINE GRANT - FIN	09/27/2019	12,283.00	
<b>GOLF COURSE FUND</b>						
<b>OPERATIONS AND MAINTENANCE</b>						
<b>54-73-260 CONSTRUCTION &amp; REPAIR SUPPLIES</b>						
13016	MILE HIGH TURFGRASS LLC	6877	CHEMICALS TO WINTERIZE GR	09/26/2019	920.75	
<b>54-73-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	38923	COMPUTER SUPPORT - GOLF	09/26/2019	24.31	
22016	VERIZON WIRELESS	9838933570	CELL PHONE - GOLF MAINTEN	09/26/2019	42.14	
<b>54-73-510 TRAINING</b>						
16001	PEAKS & PRAIRIES GCSA	2754	FALL CONFERENCE REGISTRA	09/04/2019	245.00	
<b>54-73-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	012-0919	GOLF MAINT SHOP	09/25/2019	38.19	
18009	ROCKY MOUNTAIN POWER	048-0919	SECURITY LIGHT	09/25/2019	22.60	
18009	ROCKY MOUNTAIN POWER	049-0919	SODIUM VAPOR POLE	09/25/2019	13.93	
18009	ROCKY MOUNTAIN POWER	052-0919	GOLF CART SHED	09/25/2019	29.04	
18009	ROCKY MOUNTAIN POWER	069-0919	SECURITY LIGHT	09/25/2019	15.63	
18009	ROCKY MOUNTAIN POWER	071-0919	RIVER SPRINKLER PUMPS	09/25/2019	941.68	
<b>54-73-621 WATER</b>						
30120	CITY OF KEMMERER	7225060-0919	WATER GOLF MAINT SHOP	09/25/2019	54.83	
<b>54-73-622 SEWER</b>						
30120	CITY OF KEMMERER	7225060-0919	SEWER GOLF MAINT SHOP	09/25/2019	42.28	
<b>54-73-710 EQUIPMENT LEASES</b>						
23002	WAM-WCCA	3856E	PMT ON GOLF PUMPS	10/03/2019	550.00	
<b>54-73-720 EQUIPMENT RENTAL</b>						
20018	BIG PEE INDUSTRIES INC	61302	PORTABLE TOILETS - GOLF CO	09/30/2019	100.00	
<b>OPERATIONS/MAINTENANCE-BALLFLD</b>						
<b>54-77-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	016-0919	LITTLE LEAGUE CONCESSION	09/25/2019	49.09	
18009	ROCKY MOUNTAIN POWER	068-0919	STORAGE SHED	09/25/2019	25.14	
18009	ROCKY MOUNTAIN POWER	071-0919	RIVER SPRINKLER PUMPS	09/25/2019	54.75	
18009	ROCKY MOUNTAIN POWER	077-0919	LITTLE LEAGUE CROWS NEST	09/25/2019	5.18	
<b>54-77-621 WATER</b>						
30120	CITY OF KEMMERER	7225082-0919	WATER BALLFIELD RESTROOM	09/25/2019	54.83	
<b>54-77-622 SEWER</b>						
30120	CITY OF KEMMERER	7225082-0919	SEWER BALLFIELD RESTROO	09/25/2019	42.85	
<b>CLUBHOUSE</b>						
<b>54-80-410 TELECOMMUNICATIONS</b>						
14015	NETWIZE	38923	COMPUTER SUPPORT - CLUBH	09/26/2019	24.31	
22016	VERIZON WIRELESS	9838933570	CELL PHONE - GOLF CLUBHOU	09/26/2019	42.14	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>54-80-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	070-0919	GOLF CLUBHOUSE	09/25/2019	148.26	
18009	ROCKY MOUNTAIN POWER	076-0919	RV SPACE	09/25/2019	20.23	
<b>54-80-621 WATER</b>						
30120	CITY OF KEMMERER	7225051-0919	WATER RV SPACE	09/25/2019	15.00	
30120	CITY OF KEMMERER	7225071-0919	WATER CLUBHOUSE	09/25/2019	55.86	
<b>54-80-622 SEWER</b>						
30120	CITY OF KEMMERER	7225051-0919	SEWER RV SPACE	09/25/2019	15.00	
30120	CITY OF KEMMERER	7225071-0919	SEWER CLUBHOUSE	09/25/2019	45.01	
<b>AIRPORT FUND</b>						
<b>OPERATIONS AND MAINTENANCE</b>						
<b>55-73-240 GAS, OIL AND LUBRICANTS</b>						
23001	WAGNER & WAGNER, INC.	AIR-0919	FUEL	10/02/2019	.00	
<b>55-73-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	936	PEST CONTROL - AIRPORT	09/18/2019	50.00	
10069	JUB ENGINEERS INC	0128154	ENGINEERING - AIRPORT	09/17/2019	1,294.21	
23046	WYDOT FUEL TAX ADMINISTRA	20 LIC APP	AIRPORT FUEL LICENSE	09/19/2019	50.00	
<b>55-73-410 TELECOMMUNICATIONS</b>						
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - AIRPORT	09/30/2019	1.29	
22016	VERIZON WIRELESS	9838933570	TABLET - DM	09/26/2019	40.01	
<b>55-73-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	008-0919	AIRPORT	09/25/2019	53.22	
18009	ROCKY MOUNTAIN POWER	017-0919	AIRPORT EQUIP BLDG	09/25/2019	51.86	
18009	ROCKY MOUNTAIN POWER	063-0919	AIRPORT HANGAR #8	09/25/2019	29.56	
18009	ROCKY MOUNTAIN POWER	073-0919	AIRPORT TERMINAL	09/25/2019	49.09	
18009	ROCKY MOUNTAIN POWER	090-0919	AIRPORT	09/25/2019	161.18	
<b>RECREATION FUND</b>						
<b>ADMINISTRATION</b>						
<b>56-43-410 TELECOMMUNICATIONS</b>						
17099	CENTURYLINK	2350L-0919	LONG DISTANCE - REC	09/30/2019	3.58	
<b>REC CENTER OPERATIONS</b>						
<b>56-82-360 CONTRACTUAL SERVICES</b>						
14015	NETWIZE	38923	COMPUTER SUPPORT - REC	09/26/2019	345.74	
<b>56-82-410 TELECOMMUNICATIONS</b>						
22016	VERIZON WIRELESS	9838933570	TABLET & CELL PHONE - DS	09/26/2019	82.16	
<b>56-82-450 PRINTING &amp; REPRODUCTION</b>						
60235	FREEDOM MAILING SERVICES	36872	FLYERS IN BILL	10/04/2019	21.04	
21007	UPPER CASE PRINTING, INK.	14939	FLYERS - REC READER	09/17/2019	97.68	
<b>56-82-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	084-0919	REC CENTER	09/25/2019	685.79	
<b>56-82-621 WATER</b>						
30120	CITY OF KEMMERER	7221750-0919	WATER REC CENTER	09/25/2019	860.69	
<b>56-82-622 SEWER</b>						
30120	CITY OF KEMMERER	7221750-0919	SEWER REC CENTER	09/25/2019	42.28	
<b>LEISURE PROGRAMS</b>						
<b>56-84-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	040-0919	SWIMMING POOL	09/25/2019	29.72	
<b>56-84-621 WATER</b>						
30120	CITY OF KEMMERER	7208842-0919	WATER SWIMMING POOL	09/25/2019	132.20	
<b>56-84-622 SEWER</b>						
30120	CITY OF KEMMERER	7208842-0919	SEWER SWIMMING POOL	09/25/2019	43.73	
<b>56-84-710 EQUIPMENT LEASES</b>						
23002	WAM-WCCA	3857E	PMT ON POOL BOILER	10/03/2019	208.00	
<b>CULTURAL ARTS AND EVENTS</b>						
<b>ADMINISTRATION</b>						
<b>57-43-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	936	PEST CONTROL - EC	09/18/2019	85.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
<b>57-43-410 TELECOMMUNICATIONS</b>						
10081	ALL WEST COMMUNICATIONS	0212-1019	INTERNET - SLTEC	10/01/2019	66.45	
10081	ALL WEST COMMUNICATIONS	0628-1019	IP CONNECTION SLTEC TO CH	10/01/2019	14.25	
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - E	10/01/2019	54.80	
10006	JIVE COMMUNICATIONS INC	INV600041484	MONTHLY PHONE SERVICE - LI	10/01/2019	54.80	
14015	NETWIZE	38923	COMPUTER SUPPORT - SLTEC	09/26/2019	321.43	
22016	VERIZON WIRELESS	9838933570	TABLET & CELL PHONE - RP	09/26/2019	82.16	
<b>57-43-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	071-0919	RIVER SPRINKLER PUMPS	09/25/2019	21.90	
18009	ROCKY MOUNTAIN POWER	086-0919	EVENTS CENTER	09/25/2019	1,023.32	
<b>57-43-621 WATER</b>						
30120	CITY OF KEMMERER	7240400-0919	WATER EVENTS CENTER	09/25/2019	175.12	
<b>57-43-622 SEWER</b>						
30120	CITY OF KEMMERER	7240400-0919	SEWER EVENTS CENTER	09/25/2019	40.63	
<b>VISITORS' SERVICES</b>						
<b>57-45-360 CONTRACTUAL SERVICES</b>						
20897	BUGMAN INC	936	PEST CONTROL - VISITOR CEN	09/18/2019	75.00	
<b>57-45-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	005-0919	VISITOR CENTER	09/25/2019	34.83	
18009	ROCKY MOUNTAIN POWER	085-0919	TRIANGLE PARK - SOUND EQUI	09/25/2019	28.02	
<b>57-45-621 WATER</b>						
30120	CITY OF KEMMERER	7205270-0919	WATER VISITOR CENTER	09/25/2019	54.83	
<b>57-45-622 SEWER</b>						
30120	CITY OF KEMMERER	7205270-0919	SEWER VISITOR CENTER	09/25/2019	42.28	
<b>RENTAL FUND</b>						
<b>OLD CITY HALL RENTALS</b>						
<b>60-93-620 ELECTRIC</b>						
18009	ROCKY MOUNTAIN POWER	075-0919	700 CEDAR	09/25/2019	270.48	
18009	ROCKY MOUNTAIN POWER	093-0919	700 CEDAR	09/25/2019	.00	
<b>60-93-621 WATER</b>						
30120	CITY OF KEMMERER	7202281-0919	WATER 700 CEDAR	09/25/2019	54.83	
<b>60-93-622 SEWER</b>						
30120	CITY OF KEMMERER	7202281-0919	SEWER 700 CEDAR	09/25/2019	35.66	
Grand Totals:					139,596.29	

# ON TABLE

**Engineering Services Proposal**  
for  
**City of Kemmerer**  
**Lincoln Heights Drive Rehabilitation Project**

prepared by  
**Crank Companies, Inc.**

Revised 9-25-19

This proposal has been developed following a request from the City of Kemmerer and discussions with Brian Muir & Chad Nielson on the scope of work to be performed. Lincoln Heights Drive from 3rd West Avenue to Elk Street is the sole remaining section of unimproved street surfacing from Central Avenue (U.S. Hwy. 189) west to the Kemmerer Elementary School. The section of street under review is part of the bus route to the school and has been selected for upgrades. Following direction from the City council on 9/23/2019, CCI understands that no curb, gutter or sidewalk replacement will be completed and the scope is limited to asphalt street surface improvements only. No underground utilities are proposed to be improved. Adjustments of valve boxes and manhole covers at the surface are anticipated. Design plans and specifications are assumed to be completed and ready for the City to receive construction bids by March 30, 2020 or earlier and construction anticipated during summer of 2020.

Crank Companies, Inc. proposes to complete the work based on the following tasks and our assumptions as presented below. Individual task costs are not to be considered "not to exceed fees". Sub-total for Design Engineering and Construction Engineering are considered "not to exceed fees" based on the scope as presented. We propose that the work will be completed and billed at our hourly rates as per the attached rate schedule with an effective date of January 1, 2019 which is hereby made a part of this proposal.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>PERSONNEL</u>	<u>HOURS</u>	<u>COST</u>
<b>A.</b>	<b><u>Design Phase - Engineering &amp; Surveying</u></b>			
<b>1</b>	<b>Review Existing Information / Old Plans</b>			
		Eng. Hrs.	6	6 \$ 600.00
<b>2</b>	<b>Site Topographical Survey &amp; Mapping</b>			
		2 Man Crew Hrs.	16	\$ 3,450.00
<b>3</b>	<b>Surface Modeling &amp; Site Mapping</b>			
		Eng. Hrs.	10	
		Tech. Hrs.	24	\$ 2,990.00
<b>4</b>	<b>Cross-Sections &amp; Details</b>			
	This task includes the development of cross-section and volume estimates for the removal and replacement of the existing asphalt and road base down 9" inches and replaced with 5 1/2" new gravel base and 3 1/2" new asphalt pavement. (Street section thickness subject to change.) Details include typical street sections and misc. concrete collars and patch details.			
	The scope of work for the project does not include curb, gutter or sidewalk improvements and does not include replacements of the water and sewer systems which exists below the street surface.			
		Eng. Hrs.	16	
		Tech. Hrs.	32	\$ 4,050.00
<b>5</b>	<b>Materials Take Off &amp; Estimates.</b>			
	A single preliminary materials take-off and one final materials take-off & Engineers Estimate of probable Construction Cost.			
		Eng. Hrs.	4	
		Tech. Hrs.	8	\$ 940.00
<b>6</b>	<b>Specification Preparation &amp; Bidding</b>			
	Prepares specifications, answer bidder questions and prepare a single bid addendum.			
		Eng. Hrs.	24	
		Clerk	8	\$ 3,540.00
<b>7</b>	<b>Project Management &amp; Meetings</b>			

(Assumes 3 meetings with City over course of 3 months and direct CCI personnel

Eng. Hrs.	12		
Clerk	12	\$	2,260.00

**SUB-TOTAL DESIGN PHASE = \$ 17,830.00**

**B. Construction Phase - Engineering**

**1 Bid Review**

Attend bid opening, review bids and make recommendation on award to Owner.

Eng. Hrs.	4	\$	525.00
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**2 Shop Drawing Review**

Eng. Hrs.	6	\$	790.00
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**3 Construction Surveying**

CCI proposes to provide construction surveying consisting of blue topping of the top or sub-grade and base gravel in the street only.

2 Man Crew Hrs.	16	\$	2,750.00
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**4 Construction Materials Testing**

CCI has assumed that construction materials testing will be completed by testing firm hired by the Contractor and approved by the City. No additional budget is anticipated through CCI at this time.

\$ -

**5 Construction Observation/ Project Management**

The following is based on full time construction observation for up to 8 hrs. per day, 5 days per week for 5 weeks during the spring and summer of 2020. Vehicle charges are assumed to be full time as well for 40 hrs. per week. Note, this is an estimate only and typical min. construction contract is around 45 calendar days (6 weeks). Const. observation is considered an estimate only and subject to change with Owner approval.

Eng. Hrs.	216		
Clerk	24	\$	23,020.00

**SUB-TOTAL CONSTRUCTION PHASE = \$ 27,085.00**

**ESTIMATED TOTAL PROJECT ENGINEERING COST = \$ 44,915.00**

Old  
Business  
(a)



CITY OF KEMMERER, WYOMING

**REQUEST FOR PROPOSALS**  
**ENGINEERING REVIEW & DESIGN OF**  
**HEATING UPGRADES**  
  
**FOR THE**  
  
**KEMMERER RECREATION CENTER**  
**KEMMERER, WYOMING**

**Responses Due:**

**No later than 4:00pm, November 22, 2019**

**Send To:**

**BRIAN MUIR, CITY ADMINISTRATOR**

**KEMMERER CITY**

**220 WYOMING HIGHWAY 233**

**KEMMERER, WY 83101**

**[BMUIR@KEMMERER.ORG](mailto:BMUIR@KEMMERER.ORG)**

## ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

### A. Purpose

Proposals are being solicited from qualified engineers, trade professionals with the expertise needed to review, evaluate, make recommendations, and design HVAC systems and municipal hot water systems for the 18,000 square foot Kemmerer Recreation Center located at 1776 Del Rio Drive, Kemmerer, WY 83101. Upon completion of design and equipment specifications the City of Kemmerer will solicit proposals from qualified contractors for the upgrades as may be determined most appropriate at this time.

### Proposal Conditions

#### 1. Primary Contact

Any questions relating to this RFP and specifically the work required as part of this request shall be directed to Brian Muir, Kemmerer City Administrator, [bmuir@kemmerer.org](mailto:bmuir@kemmerer.org) or via phone at 307-828-2350. No submitting Consultant shall contact any City representative other than Brian Muir for purposes related to this proposal, on or after the date of publication of this RFP.

#### 2. MANDATORY Site Meeting/Proposal Submittal Deadline and Procedure

A **mandatory** pre-proposal meeting will be held at the project site 1776 Del Rio Drive, Kemmerer, WY 83101 on Tuesday, November 12, 2019 at 1:30 p.m. local time. This meeting will provide consultants the opportunity to view, photograph and measure all necessary areas of the building required for the efficient and accurate review and design of the HVAC system. In order to ensure accurate design and specs, proposals will only be accepted from firms that attend this meeting.

The packaged proposal (including all hard and electronic copies) shall be submitted to the City of Kemmerer by 4:00pm on October 18, 2019 in a sealed envelope clearly marked as follows:

ATTN: Mr. Brian Muir, City Administrator  
Kemmerer City Hall  
220 Wyoming Highway 233  
Kemmerer, WY 83101  
[bmuir@kemmerer.org](mailto:bmuir@kemmerer.org)

**Response to Kemmerer Recreation Center, Heating  
and Plumbing Upgrades RFP**

Proposals received after the deadline for any reason shall remain unopened and will not be considered.

### **3. Exclusion**

No oral, fax, or telephone proposals shall be considered. Emailed proposals will be accepted in "pdf" file format which print out as described below without alteration to the file. File formats which do not print out as identified below in Section 4 may be rejected. The City of Kemmerer will not be responsible for formatting and arranging files to view correctly.

### **4. Proposal Construction**

Each proposal shall contain no more than twenty (20) 8.5"x 11" pages with printing on one side only, including cover letters, tables of contents, resumes or any pre-printed or other promotional material included with the proposal, whether bound or unbound. Any pages left blank, front and back decorative cover and section dividers shall not be included in the page count.

### **5. Proposal Contents**

Each proposal shall include, at a minimum, the following:

#### **a. Cover letter**

Limited to one (1) page, create a cover letter that succinctly explains the Consultant's interest and qualifications for the project and contains the name, address, phone number and email address of the principal contact person.

#### **b. Qualifications of the Consultant**

Describe the Consultant's qualifications and relevant or related experience. One overall team should be proposed even when separate subcontractors are proposed. Include the location of the Consultant's home office and the location(s) where services will be performed.

Include a list of related projects that the consultant has started and completed in the last ten (10) years. Identify the year range of each project, the owner's contact person and telephone number. Projects which are referred to as having been accomplished by your firm shall be projects which were managed by personnel who are currently on your staff.

#### **c. Names and Qualifications of Project Team**

A current resume for professional persons who would be working on the design, which includes a description of qualifications, skills and current workload/availability. Identify each person's role on the review and design effort. At a minimum, resumes for the project manager, primary technical and mechanical designers must be included. List any outside consultants who may perform services for this project. Describe what services each outside consultant would provide.

#### **d. Strategy and Implementation Plan**

-Describe your interpretation of the objectives with regard to this RFP.

-Describe your proposed strategy and/or plan for achieving the objectives of this RFP.

-Proposer may utilize a written narrative or any other printed technique to demonstrate the ability to satisfy the scope of services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be

accomplished and continuing until all proposed tasks are fully described and the RFP objectives and deliverables are accomplished. Include a detailed time schedule for completion of the project.

**e. References**

A list of at least (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past six (6) years. Include the name of the organization, a brief summary of the work, the cost of the project and the name and telephone number and/or email address of a responsible contact person.

**f. Cost Breakdown**

Provide a breakdown of all costs estimated for completion of the project. Refer to Section 11.D. for specifics on the proposed budget.

**6. Copies of Proposal**

Interested Consultants must submit four (4) complete hardcopies of their proposal.

**7. Altering Proposals**

Proposals cannot be altered or amended after they are received by the City of Kemmerer.

**8. Confidential Information**

All materials submitted in response to this RFP shall ultimately become public record. Any material to be treated as confidential or proprietary in nature must be clearly identified with the words "Confidential Disclosure," placed in a separate envelope, and shall include a justification for the request. Note that confidential materials shall be included in the page count. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

**9. Material Ownership**

All proposals and related materials become the property of the City of Kemmerer upon receipt and shall not be returned to the proposer. The City of Kemmerer shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to the limitations outlined in the section titled "Confidential Material."

**10. Right to Cancel**

The City reserves the right to cancel the RFP at any time when it is in the best interest of the City of Kemmerer. The City of Kemmerer also reserves the right to accept or reject any and all submitted responses to the RFP. State statute and funder guidelines do not require the City of Kemmerer to accept the lowest priced proposal.

**11. Authorization to Begin Work**

Notice to proceed will be given to the Consultant as soon as the contract is approved and signed by all parties and returned to the City of Kemmerer.

## II. SCOPE OF SERVICES

### A. Background

The Kemmerer Recreation Center was built in the early 1980's and currently uses 2- 400,000 BTU boilers for heat, which is circulated through 5 heat exchangers with pneumatic controls. No air conditioning is provided. Currently problems develop with the control system not being able to adequately modulate heat to the various heat exchangers / zones. The age of all components is also an issue as well as efficiency. In addition to the heating system, the Consultant shall review the adequacy of the existing municipal hot water delivery system. The hot water system consist of 3-80 gallon gas fired hot water heaters and copper supply piping to the various showers, sinks and bathing facilities. The age of the system and ongoing maintenance with piping leaks shall be reviewed and analyzed to provide recommendations, and improvements to the hot water system.

### B. Project Goals

The desired outcome of this project will be a construction ready designs for and including all necessary equipment specification, quantities, locations and project diagrams needed to solicit proposals from:

- 1) Qualified HVAC installation contractors who will direct the removal and installation of the system improvements from beginning through completion and satisfactory operation.
- 2) Qualified plumbing contractors who will direct the removal and installation of the system improvement from beginning through completion and satisfactory operation.

### C. Project Tasks and Deliverables

It is expected that the Consultant will meet the following deliverables. The proposal must clearly articulate how the project's goals, tasks and deliverables will be met within the time and budget allotted. All materials collected or created by the selected Consultant become the property of the City of Kemmerer.

#### 1. Deliverables

Project deliverables include the following:

- a. Existing building heating and hot water systems needs, equipment review, evaluation and upgrade recommendations. The task shall conclude with a report outlining the evaluation process, efficiencies and upgrade priorities and probable costs. It is anticipated that funding will more than likely cause phasing of the project so logical sequences of the work should be presented.
- b. Construction ready design plans, specifications, diagrams to enable an HVAC contractor to remove all or part of the old HVAC system components and install the new HVAC system improvements specified in preferred design.
- c. Construction ready design plans, specifications, diagrams to enable a plumbing contractor to remove all or part of the old hot water heating system components and install the new hot water system improvements specified in preferred design.
- d. Be available in a timely fashion to the selected construction/installation contractor and the City of Kemmerer to assist with any questions, concerns or items needing clarification or modification throughout the complete installation of the new HVAC system or hot water system.

#### **D. Project Timeline and Deadlines**

The effort is anticipated to begin on or soon after December 11, 2019.

An approximate timeline for project completion follows.

- **November 12, 2019: Mandatory Pre-Proposal Meeting at 1:30 p.m.**, to be held at the project site 1776 Del Rio Drive, Kemmerer, WY 83101 on
- **November 22, 2019: Deadline for Submission of Proposals** by no later than 4:00pm local time.
- **November 22 – December 10, 2019: Proposal Review and Selection Process**
- **December 10, 2019: Contract Award**
- **December 11, 2019 – February 20, 2020: Existing System Review & Recommendations.**
- **March 11, 2020 – May 15, 2020: Improvement Design Phase**
- **May 18, 2020: Due date for Completion of Plans and Specifications:** Presentation in open public meeting to follow at next regular scheduled meeting of the Kemmerer City Council.
- **June 15 – September 15, 2020: Construction Phase:** Consultant available for consultation with construction / installation contractor and City of Kemmerer to answer questions and resolve installation issues for the successful completion of the HVAC project.

### **III. CONSULTANT SELECTION**

#### **A. Selection Committee**

A Selection Committee consisting of three (3) to five (5) members will be appointed by the City of Kemmerer to evaluate the proposals received. The Selection Committee members will independently review and score all proposals based upon selection criteria. The Selection Committee will then meet to discuss the proposals and comments from each member. The final score for each proposal will be determined by taking the average of all Selection Committee member scores. If necessary, the Selection Committee will prepare a consultant short list of the top-ranked proposers. The Selection Committee may conduct either phone or oral on-site interviews to complete the consultant selection process; however, the Selection Committee reserves the right to make a selection based solely upon the proposal received.

The members of the Selection Committee shall not be disclosed to submitting consultants. No submitting consultants shall contact any City representative other than Brian Muir for purposes related to this proposal, on or after the date of publication of the notice.

#### **B. Contract Award**

After the selection of a consultant and review and approval by the City Council a contract will be awarded.

New  
Business  
(a)

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AIRPORT IMPROVEMENT PROGRAM**

CONTRACT CHANGE ORDER NO. 1 or SUPPLEMENT AGREEMENT NO. \_\_\_\_\_

AIRPORT Kemmerer Municipal Airport (EMM) DATE: 9/25/2019

AIP PROJECT NO.: AEMM22C (State Only)

CONTRACTOR: Granite Petroleum, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Engineer: Route, clean and fill cracks in PCC Fueling Apron.

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Crack Seal Concrete Fuel Apron	LF	200	\$13.92	\$2,784.00
This Change Order Total					\$2,784.00
Previous Change Order(s) Total					\$0.00
All Change Orders to-Date Total					\$2,784.00
Original Contract Total					\$574,822.00
Revised Contract Total					\$577,606.00

The time provided for completion in the contract is changed by 2 working days. This document shall become an amendment to the contract and all provisions of the contract will apply.

Changes are shown on Drawing(s) No. \_\_\_\_\_

Recommended by:  9/25/2019  
Engineer (J-U-B Engineers, Inc.) Date

Approved by: \_\_\_\_\_  
Owner (City of Kemmerer) Date

Accepted by: \_\_\_\_\_  
Contractor (Granite Petroleum, Inc.) Date

Concurred by: \_\_\_\_\_  
State Aeronautics Date

Approved by: N/A  
Federal Aviation Administration Date

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction; otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO.: 3-56-0015-20/21, AEMM22ABC CHANGE ORDER NO.: 1  
(Supplement Agreement)

AIRPORT: Kemmerer Municipal Airport (EMM) LOCATION: Kemmerer, WY

JUSTIFICATION FOR CHANGE

- 1. Brief description of the proposed contract change(s) and location(s) respect to runway centerline stationing.

*Cracks in Concrete Fueling Apron shall be routed to 3/4" wide and 1/2" deep, cleaned then filled with either an approved hot or cold poured self-leveling joint sealant. The Concrete Fueling Apron is located approx. 600-ft from Rwy 16/34 Centerline.*

- 2. Reason(s) for the change(s) (Continue on reverse if necessary).

*Multiple cracks have appeared on the Concrete Apron (installed in 2016 under EMM14B) and need to be filled prior to winter weather to prevent further intrusion of water under the apron.*

- 3. Justifications for unit prices or total cost.

*The Contractor provided the attached price proposal, which considers using an epoxy type crack sealant. Below is an independent estimate of the proposed bit items by the engineer:*

*Materials: 0.75"W x 0.5"D x 2400"L = 900-in<sup>3</sup> / (1.8-in<sup>3</sup>/ 1-oz)=500 oz  
500 oz / 8.6-oz/tube = 59 tubes x \$22/tube = **\$1,298 materials**  
Labor: Laborer Gp 2 @ \$21.16/hr x 2 (Overhead) x 16 hrs = \$677.12  
Supervisor @ \$30.00/hr x 2 (Overhead) x 16 hrs = \$960.00  
**Subtotal for Labor: \$1,637.12***

**Total Engineer's Estimate: \$2,935.12 >\$2,784.00 CO1 Total**

- 4. The sponsor's share of this cost is available from:

*The Kemmerer Airport's share of this cost will be available from their Airport Fund.*

- 5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes X No \_\_\_ Not Applicable \_\_\_.
- 6. Has consent of surety been obtained? Yes \_\_\_ Not Necessary X.
- 7. Will this change affect the insurance coverage? Yes \_\_\_ No X.
- 8. If yes, will the policies be extended? Yes \_\_\_ No \_\_\_ Not Applicable X.
- 9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials? Yes X No \_\_\_  
When 9/24/2019 With Whom Cheryl Bean (WYDOT)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**KEMMERER MUNICIPAL AIRPORT  
KEMMERER CITY  
INSTALL JET A & 100LL FUEL SYSTEMS  
AIP Project No. 3-56-0015-20/21  
WYDOT Project No. AEMM22ABC**

Price Proposal No. 1  
Crack Sealing Concrete Fuel Apron

Items	FAA Item No.	Description	Unit	Qty.	Unit Price	Total
1.		Crack Seal Concrete Fuel Apron	LF	200	\$13.92	\$2,784.00
<b>Total</b>						<b>\$2,784.00</b>

Cracks shall be routed to 3/4" wide and 1/2" deep, cleaned then filled with either an approved hot or cold poured self-leveling joint sealant.

\* Payment will be made on the quantities as measured in the field.

Requested number of added Working Days: ~~10~~ 2 days was negotiated.

Price Proposal Submitted by Granite Petroleum, Inc.

*Mark A. Smith* 9-12-19  
(Contractor's Signature) Date



Fig. 1. EMM Apron, looking N

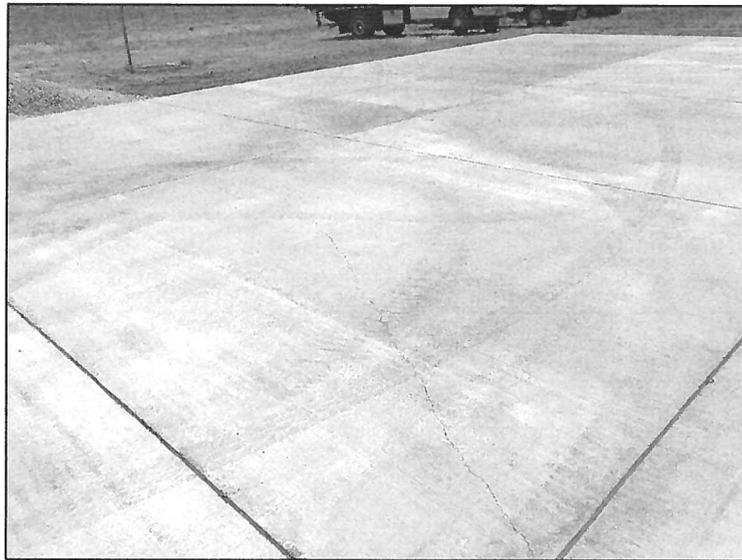


Fig. 1. EMM Apron, looking SE



Fig. 3. EMM Apron, looking SE

New  
Business  
(b)

**AGENDA ITEM # ' \_\_ NEW BUSINESS**

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Department: ADMINISTRATION

Meeting Date: October 14,  
2019

**SUBJECT: Purchase of new or used employee and elected official travel car**

**BRIEF DESCRIPTION/JUSTIFICATION:**

We have received five bids for the vehicle, three of which we have test driven.

**RECOMMENDED ACTION:** Choose one of the three vehicles we recommend based on the criteria that you see as most important based on the attached spreadsheet.

Attachments Provided: Yes  X  No

Submitted by: Brian Muir, City Administrator

VEHICLE BID OPENING 27-Sept 19	New/Used	Year Make and Model	Mileage	Bid	Availability	Highway Mileage	Estimated Annual Gas Cost at 7000 miles	Comments
Vehicle #1	Used	2018 Ford Edge SEL AWD	14,600 miles	\$27,000	on lot	26	\$1,505	loaded, 2 year warranty, 5 seats, less leg and head room, comfortable seats
Vehicle #2	New	2020 Ford Escape AWD		\$24,070	60 -90 days			5 seats, small
Vehicle #3	New	2020 Chevrolet Equinox AWD		\$23,365	60 - 90 days	31	\$1,262	comfortable seats not as comfortable

Vehicle #4	New	2020 Chevrolet Traverse AWD		\$27,548	8 to 10 weeks	27	\$1,449	V6 power, 8 seats, 3 year warranty, great leg and head room, very comfortable seats
Vehicle #5	New	2019 Chevrolet Trax AWD		\$22,404	on lot - subject to prior sale			5 seats small
Vehicle #6	New	2019 Chevrolet Malibu FWD		\$19,796	on lot - subject to prior sale			5 seats, prefer SUV, not so good in the snow

New  
Business  
(c)

**AGENDA ITEM # 11(c) NEW BUSINESS**

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Department: ADMINISTRATION

Meeting Date: OCTOBER 14, 2019

SUBJECT: ACCEPT OR REJECT RESIGNATION OF DAVID CROSLAND FROM CITY COUNCIL SEAT IN WARD #3

BRIEF DESCRIPTION:

I have received written resignation from Councilman David Crosland, Ward #3, effective October 7, 2019.

Please see the attached Section from Ordinance No. 2011-820, Section F. (1) – (4).

RECOMMENDED ACTION:

Accept the resignation of Councilmember in Ward #3 – David Crosland

Attachments provided:  Yes  No

Submitted by: Glenda Young, Administrative Services Director

RECEIVED

OCT - 2 2019

CITY OF KEMMERER  
CLERK/TREASURER'S OFFICE

David D. Crosland  
1505 Canyon Road  
Kemmerer, WY 83101

October 2nd, 2019

City of Kemmerer  
220 WY Highway 233  
Kemmerer, WY 83101

In accordance with city policy, I would like to tender my resignation from the elected body as a member of the City Council effective October 7<sup>th</sup>, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "D. D. Crosland", written in a cursive style.

David D. Crosland

members from each ward. A council member shall be deemed a non-resident, and a vacancy therefore to exist, if during his or her term of office he or she shall have failed to occupy a fixed, permanent and customary place of habitation, within the boundaries of the ward where he or she resided when elected, provided further, that the rules concerning residency as set forth in Wyoming Statute 22-1-102 (as amended) shall govern.

D. A council member shall be deemed to have been convicted of a felony, a crime involving moral turpitude, or a breach of his or her oath of office upon receipt of a certified copy of an order of a court of competent jurisdiction showing a conviction, plea of guilty or a plea of nolo contendere.

E. The death of a council member shall be evidenced by the receipt of a certified copy of a death certificate.

F. A resignation shall be deemed effective and a vacancy to have occurred as follows:

- (1) A council member desiring to resign his or her position on the governing body shall submit a resignation in writing to the municipal clerk specifying the date he or she desires the resignation to be effective, which date shall not be more than 120 days after the post mark date of the letter, if mailed, or after a date of delivery to the municipal clerk.
- (2) The municipal clerk shall place the question of resignation before the governing body for acceptance or rejection at the regular meeting next succeeding the postmark date of the letter of resignation or the delivery thereof to the municipal clerk.
- (3) The resignation may be withdrawn at any time prior to acceptance or rejection by the governing body; provided that a request for withdrawal of a resignation must also be in writing and received by the municipal clerk prior to the regular meeting at the resignation is to be considered. Upon acceptance by the governing body, the resignation is irrevocable.
- (4) The resignation, unless withdrawn as stated in (3) above, shall be deemed effective as of the date specified in the written resignation. The process of filling the vacancy shall commence upon the acceptance of the resignation by the governing body and the formal vote on the selection of an appointee shall not take place until after the effective date of the resignation.

G. The refusal of the mayor or a council member to take the oath of office, as required by law, at the time and place, and before the person designated, shall constitute a failure to take the oath as required by Section 1, B(6) and a vacancy shall be deemed to exist at said time.

Section 3. The Kemmerer City Council shall determine by a majority vote of all council members whether and when a vacancy occurs in the office. An abstention by any voting member of the governing body shall be considered a no vote. Upon the declaration by the City Council

New  
Business  
(d)

**AGENDA ITEM # \_11(d)\_\_\_\_\_ NEW BUSINESS**

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Department: ADMINISTRATION

Meeting Date: OCTOBER 14, 2019

SUBJECT: DECLARATION OF VACANCY TO EXIST IN KEMMERER CITY COUNCIL – WARD #3

**BRIEF DESCRIPTION:**

Upon acceptance of the resignation of Councilman Crosland, the Council will follow Section 3 as attached and highlighted.

**RECOMMENDED ACTION:**

Determine that a vacancy will occur in Council Ward #2 as of October 7, 2019.

Direct staff to follow the written procedures to publicly solicit applications from qualified electors to fill the vacancy, as per Sections 4, 5 and 6 of Ordinance No. 2011-820.

Attachments provided:  Yes  No

Submitted by: Glenda Young, Administrative Services Director

members from each ward. A council member shall be deemed a non-resident, and a vacancy therefore to exist, if during his or her term of office he or she shall have failed to occupy a fixed, permanent and customary place of habitation, within the boundaries of the ward where he or she resided when elected, provided further, that the rules concerning residency as set forth in Wyoming Statute 22-1-102 (as amended) shall govern.

D. A council member shall be deemed to have been convicted of a felony, a crime involving moral turpitude, or a breach of his or her oath of office upon receipt of a certified copy of an order of a court of competent jurisdiction showing a conviction, plea of guilty or a plea of nolo contendere.

E. The death of a council member shall be evidenced by the receipt of a certified copy of a death certificate.

F. A resignation shall be deemed effective and a vacancy to have occurred as follows:

- (1) A council member desiring to resign his or her position on the governing body shall submit a resignation in writing to the municipal clerk specifying the date he or she desires the resignation to be effective, which date shall not be more than 120 days after the post mark date of the letter, if mailed, or after a date of delivery to the municipal clerk.
- (2) The municipal clerk shall place the question of resignation before the governing body for acceptance or rejection at the regular meeting next succeeding the postmark date of the letter of resignation or the delivery thereof to the municipal clerk.
- (3) The resignation may be withdrawn at any time prior to acceptance or rejection by the governing body; provided that a request for withdrawal of a resignation must also be in writing and received by the municipal clerk prior to the regular meeting at the resignation is to be considered. Upon acceptance by the governing body, the resignation is irrevocable.
- (4) The resignation, unless withdrawn as stated in (3) above, shall be deemed effective as of the date specified in the written resignation. The process of filling the vacancy shall commence upon the acceptance of the resignation by the governing body and the formal vote on the selection of an appointee shall not take place until after the effective date of the resignation.

G. The refusal of the mayor or a council member to take the oath of office, as required by law, at the time and place, and before the person designated, shall constitute a failure to take the oath as required by Section 1, B(6) and a vacancy shall be deemed to exist at said time.

Section 3. The Kemmerer City Council shall determine by a majority vote of all council members whether and when a vacancy occurs in the office. An abstention by any voting member of the governing body shall be considered a no vote. Upon the declaration by the City Council

that a vacancy exists or will exist, the Council shall then publicly solicit applications from qualified electors to fill the vacancy. An appointment to fill the vacancy of a council member's seat shall be a qualified elector who resides within the boundaries of the ward within which the predecessor council member resided at the time he or she was elected to office.

Section 4. The term "qualified elector" includes every citizen of the United States who is a bona fide resident of the City of Kemmerer, Wyoming, who has registered to vote and who is at least eighteen years of age. No person is a qualified elector who is a mentally incompetent person, or who has been convicted of a felony and who civil rights have not been restored or who is otherwise barred from holding office by reason of state or federal law.

Section 5. The City Council shall cause public notice to be given of its intention to solicit application to fill any vacancy on the city council. Said notice shall be published in a local newspaper of general circulation on two (2) consecutive weeks. The application shall be submitted on a form approved by the City Council which form shall require that the applicant submit information establishing applicant's legal qualifications to hold office.

Section 6. The City Council shall specify a time period for submitting applications and the City Council shall then review applications received and may conduct any further review of candidates deemed necessary and, by majority vote of all council members, shall appoint a temporary successor.

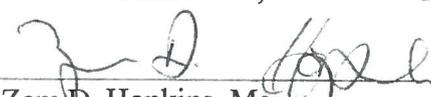
Section 7. This ordinance shall replace Ordinance No. 2009-815 and shall become effective after its passage, approval and publication.

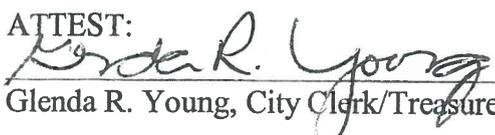
PASSED on First Reading this 8<sup>th</sup> day of August, 2011.

PASSED on Second Reading this 22<sup>nd</sup> day of August, 2011.

PASSED, APPROVED AND ADOPTED on Third and Final Reading this 12<sup>th</sup> day of September, 2011.

CITY COUNCIL OF  
CITY OF KEMMERER, WYOMING

BY:   
Zem D. Hopkins, Mayor

ATTEST:  
  
Glenda R. Young, City Clerk/Treasurer

Published September 14, 2011

New  
Business  
(e)

AGENDA ITEM # \_\_\_\_\_

Tabled

NB



OB

Department: Recreation and Events

Meeting Date: October 14, 2019

**SUBJECT: South Lincoln Training & Events Center Fee Waiver Requests**

**BRIEF DESCRIPTION/JUSTIFICATION:**

The following groups have requested a fee waiver for FY 19/20. Fee Waivers are for the room fee only.

**100% Fee Waivers**

1. Living Water Community Church- Breakfast with Santa (Value \$480)
2. Kemmerer Junior Senior High School ACT Testing (Value \$300)
3. Class of 2021 Prom (Value \$500)
4. South Lincoln Medical Center Health Fair (Value \$800)
5. Rocky Mountain Elk Foundation (Value \$1,000)
6. Canyon Elementary PTO (Value \$1,000)
7. LSR (Value \$300) Application was turned in after the deadline of Sept. 30th

**50% Fee Waiver**

1. Muley Fanatic Wyoming Range Chapter Banquet ( Value \$1,000)
2. Holiday Magic Boutique Committee (Value \$900)

Total Waived Fees Requested \$6,280

**RECOMMENDED ACTION:**

Approve Fee Waivers that meet the South Lincoln Training and Event Center Fee Waiver Policy

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

Submitted by: Rachelle Points  
Director of Recreation & Events

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

Date of Application: Sept 25, 2019 Name of Event: MFF Wyoming Range Chapter Banquet

Name of Organization: Muley Fanatic Wyoming Range Chapter

Type of Organization:  Non Profit  Government Organization  
 School District  Other

Contact Person: Cody McFarland

Phone: 605-490-9011 Email: opy88@hotmail.com

Mailing Address: 1676 Nations Dr, Kemmerer, WY 83101

Date of Event: May 9<sup>th</sup>, 2019

Type of Waiver (circle one):  
50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 150

Are you charging any money to attend this event? If yes explain how the funds raised will be spent.

Yes. Funds raised will go back into our local wildlife areas  
& decided on by a local committee.

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

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

Are you able to complete your own setup and teardown of the event without staff assistance?

We will need to use the stage, microphone, podium, projector, kitchen, + all rooms usable at the event center for a banquet.

Yes, we are able to facilitate set up + tear down.

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

The City will be listed as a sponsor of the event, + if you could electronically deliver the City logo to us, that would be great so we can use it for advertising our sponsor.

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

Social media, flyers, radio, + word of mouth.

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

Possibly. The more money the Chapter raises + saves, equals more money going toward our area wildlife projects.

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

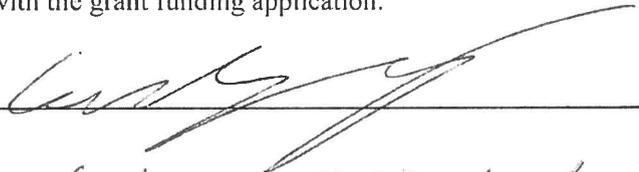
Applicants further understand that they are financially responsible for the deposit and agree to pay said fee by the due date given. Applicants understand that if the facility is not left in satisfactory condition as outlined in the South Lincoln Training & Event Center Policies & Procedures, Applicant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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

**Supplemental Information**

1. A letter of support from the requesting board/committee must accompany this application.  
*(MFF headquarters will work on getting this to you asap)*
2. Kemmerer City Council will fund only the items that have been approved in the request. Not all items in a request may be funded.
3. Applicants are encouraged in their long range planning to make their program/event self-supporting. Subsequent applications for a particular event are discouraged.
4. Grantees must use the South Lincoln Training & Event Center within a year of grant approval date.

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed   
Print Name: Cody McFarland  
Date: 09/25/2019

muleyfanatic.org



9-27-19

City of Kemmerer  
220 State Highway 233  
Kemmerer, WY 83101

Governing Body,

I am writing to express our support from Muley Fanatic Headquarters, located in Green River, Wyoming, in support of the upcoming Wyoming Range Chapter's (formerly the Kemmerer Chapter) fundraising banquet, scheduled for May 9<sup>th</sup>, 2020.

This event is scheduled to be held at the North Lincoln Training and Events Center, and I understand the Wyoming Range Chapters leadership is applying for a grant for a reduced rate. As you probably are aware, as a non-profit conservation organization, every opportunity to put more money on the ground for mule deer conservation is greatly appreciated.

Should you have any questions, feel free to contact me at the Muley Fanatic Foundation office.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Steffen".

Chris Steffen  
Director of Operations  
Muley Fanatic Foundation  
520 Wilkes Drive Suite #1  
Green River, Wyoming 82935  
(307)875-3133

Tax ID #45-3578215

TO ENSURE THE CONSERVATION OF MULE DEER AND THEIR HABITAT TO  
PROVIDE SUCH SUPPORTING SERVICES TO FURTHER THE SPORT OF HUNTING  
AND SOUND WILDLIFE MANAGEMENT

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

Date of Application: 9/27/19 Name of Event: Holiday Magic Boutique  
Name of Organization: Holiday Magic Boutique Committee  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: Sham Parks  
Phone: 801-367-9020 Email: holidaymagicboutique@outlook.com  
Mailing Address: 1460 Nations Ave. Kemmerer WY 83101  
Date of Event: NOV. 2nd 2019  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 300 people or more (projected from previous year)  
Are you charging any money to attend this event? NO

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

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

Are you able to complete your own setup and teardown of the event without staff assistance?

We would like to use both the main big rooms, the bathrooms, and the kitchen. We would like to use the microphone + speaker system. We are capable of setting up the tables + chairs and taking them down. We do need assistance in getting them out of the storage room. In the kitchen we would like for our vendors to be able to use all the amenities. The vendors and ourselves will be able to have it all cleaned and put back as it was.

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

If we are sponsored by the city of Kemmerer, we will put the city of Kemmerer's logo on our advertising. We feel that the event promoted the Event Center because we have over 300 people attend the fair. They are getting an inside view of the building and seeing how versatile it is. We also believe that if the city sponsors us, it shows their willingness to want to see these events happen for our community.

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

We advertise by Facebook, local and surrounding areas' newspapers and we also put it on the radio. We hang flyers around town and the schools sometimes lets us put it in their announcements.

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

It would depend. We could probably hold it this year, the next year we would have to raise the booth rental fee if we raise the fee we might not have as many vendors attend. If we have less vendors, the community doesn't attend the event as well.

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

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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### **Supplemental Information**

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

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed Mckenzee Ellis

Print Name: Mckenzee Ellis

Date: 9/27/19

South Lincoln Training & Event Center  
Application for Fee Waiver

Date of Application: 9-16-19 Name of Event: BREAKFAST WITH SANTA  
Name of Organization: LIVEDO WATER COMMUNITY CHURCH  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: AL BELLA  
Phone: 307-248-0852 Email: ALANBELLA98@yahoo.com  
Mailing Address: PO BOX 1058 KEMMERER WY 83101  
Date of Event: 12-15-19 I BELIEVE  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

All applicants must turn in their proposals by September 30, 2019

Submit Original.

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 300

Are you charging any money to attend this event? NO

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

Will you need to use other equipment (microphone, stage, podium, projector)? *TABLES*  
Are you able to complete your own setup and teardown of the event without staff assistance? *NO*

2. Explain how this event will promote the South Lincoln Training & Event Center/City of Kemmerer. *EVERY YEAR THIS EVENT HAS BEEN A HUGE SUCCESS*

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

4. If no fee waiver is awarded would you still hold your event? If not explain why. *YES, THE COMMUNITY LOVES THIS EVENT!*

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

Applicants further understand that they are financially responsible for the deposit and agree to pay said fee by the due date given. Applicants understand that if the facility is not left in satisfactory condition as outlined in the South Lincoln Training & Event Center Policies & Procedures, Applicant may forfeit part

of or all of the security deposit and/or be assigned other fees for damages as deemed appropriate by the Director.

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### Supplemental Information

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

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed Alan J. Bella

Print Name: ALAN BELLA

Date: 9-16-19

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

Date of Application: 9/26/19 Name of Event: ACT Testing  
Name of Organization: Kemmerer Junior/Senior High School  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: Cynthia Platt  
Phone: 307-877-6991 x4026 Email: cplatt@Rangers1.net  
Mailing Address: PO Box 335 Diamondville, WY 83116  
Date of Event: April 21, 2020  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpointr@kemmerer.org](mailto:rpointr@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

### 1. Event Description.

How many people plan on attending this event?

Are you charging any money to attend this event? If yes explain how the funds raised will be spent.

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

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

Are you able to complete your own setup and teardown of the event without staff assistance?

Approximately 35 students (juniors) will be taking the ACT this year. The kids pay no money. We use the big room for the test and store breakfast food (already prepared) in the fridge. Our maintenance department will set it up. We won't need any equipment.

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

This test is very important in determining options in the futures of our youth. Having the test at the events center puts the SLT+ECU + the City of Kemmerer in a position to really help our youth. The community sees this and knows that you care about our kids!

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

The kids will be notified on ~~announcements~~ announcements thru the school of the location of the test. Parents would be notified by text and email.

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

Yes, the test will be held no matter what. We have offered the test at the school for many years. Using the event center worked so well last year. We don't have to worry about turning off bells, it is less intrusive for the other grades, + the kids look forward to the breakfast + novelty of testing outside school, creating a more positive environment for a high stakes test!

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

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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### **Supplemental Information**

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

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed Cynthia Platt

Print Name: Cynthia Platt

Date: 9/26/19

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

**Date of Application:** September 5, 2019 **Name of Event:** Prom

**Name of Organization:** Class of 2021

**Type of Organization:**  Non Profit  Government Organization  
 School District  Other

**Contact Person:** Ro Maxwell

**Phone:** 877-6991 ext 4000 **Email:** rmaxwell@rangersh.net

**Mailing Address:** P.O. Box 335 Diamondville, WY 83116

**Date of Event:** April 11, 2020

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

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

### 1. Event Description.

How many people plan on attending this event? 100

Are you charging any money to attend this event? Yes

Which room(s) would you like to use at the Event Center? Main room for dance and small room

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

Are you able to complete your own setup and teardown of the event without staff assistance? Yes

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

Prom is a community event where parents and students will get together, dance, and take pictures.

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

We will advertise by newspaper, Facebook, word of mouth, posters, and radio.

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

We would still hold the event, but go somewhere different.

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

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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### **Supplemental Information**

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

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed 

Print Name: Redning Maxwell

Date: 9/5/2019

# *Kemmerer Junior Senior High School*

*Lincoln County School District #1*

P.O. Box 335, Diamondville, Wyoming 83116

Telephone 307-877-6991 Fax 307-877-6911

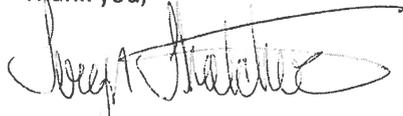
September 10, 2019

Dear City of Kemmerer/South Lincoln Training and Events Center,

Hello, my name is Teryn Thatcher and on behalf of Kemmerer High School student council, I am requesting the fee waiver for our prom this year. Our prom will be held April 11, 2020. I am a senior at Kemmerer High and have attended prom at the events center the past few years. I also helped plan and set up the prom last year. I have been extremely pleased with our outstanding prom turnouts. The events center has much to do with how well these dances have been.

There are so many reasons as to why we love hosting the prom in your facility. First and foremost, the room and space we have is so beneficial to everyone involved. Being able to set up in such a room allows us to have all our ideas and wants to develop in a very pleasing way. Though the inside room is a huge plus, the amount of parking is also beneficial. When trying to host this event at school, parking becomes cramped and at night this can cause a lot of problems especially considering student safety. When thinking of the decorative side of things, the events center is amazing because of the size compared to the gym or commons here. Our school facility limits the Juniors' ability to decorate as they wish. The events center also seems to make the dance more special. When holding the dance in the school the excitement seems to go down as students spend eight hours a day working in the rooms they are trying to enjoy themselves in. Having the prom at the events center allows and almost magical feel not only because of the decorations, but because of the off-campus location. Having prom in the events center always results in a more formal dance because the students are not acclimated to having events take place off campus. Not to mention, it is a great opportunity to display the events center to the community when parents, family and friends come to the dance for coronation. KJSHS could not think of a better place to hold our prom!

Thank you,



Teryn Thatcher  
Student Body President

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

Date of Application: 9/17/19 Name of Event: SLTTC Health Fair  
Name of Organization: South Lincoln Medical Center  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: Tom Wilson  
Phone: 307-877-5565 Email: twilson@southlincolmedical.com  
Mailing Address: 711 W. 1st St Kemmerer, WY  
Date of Event: End of March / First of April, 2020  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 900-1,000  
Are you charging any money to attend this event? NO

Which room(s) would you like to use at the Event Center? *Main and side rooms*  
Will you need to use other equipment (microphone, stage, podium, projector)? *Microphone*  
Are you able to complete your own setup and teardown of the event without staff assistance?

*Staff has always with setup and take down but  
not necessary.*

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

*There are a lot of people from the community and surrounding areas as far as Colorado that attend the event.*

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

*Social media, billboards, newspaper*

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

*Yes*

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

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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### **Supplemental Information**

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

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

**Signed**

*Tori Nelson*

**Print Name:**

Tori Nelson

**Date:**

9/27/19



**SOUTH LINCOLN MEDICAL CENTER**  
*Caring for our Community*

September 27, 2019

City of Kemmerer  
ST Hwy 233  
Kemmerer, WY 83101

Dear Mayor and Council Member,

The purpose of this letter is to ask that the fee for the use of the Event Center be waived for the Community Health Fair that our organization puts on in March/April. We have over 40 vendors that come from Wyoming, Utah, Colorado, and Idaho to help provide education and information for a healthy lifestyle.

This is one of the largest events that is held in our community and we have hosted this event for over 20 years. Our average number of attendances is usually around 900, however in the past we have had fairs with over a 1,000 people. We do this event completely free of charge as a way of giving back to our community.

Your continued support in this event would be greatly appreciated.

Sincerely,

*Tori Nielson*

Executive Assistant  
South Lincoln Medical Center  
Kemmerer, WY  
307-877-4401 x-3102

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

Date of Application: 9-29-19 Name of Event: Rocky Mountain Elk Foundation  
Banquet  
Name of Organization: Kemmerer Rocky Mountain Elk Foundation  
Type of Organization:  Non Profit  Government  
Organization  
 School District  Other  
Contact Person: Kelly Jo Scott  
Phone: 307-723-1959 Email: kays2010@yahoo.com  
Mailing Address: P.O. Box 323, Kemmerer, WY 83101  
Date of Event: Nov. 7, 2020  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

Original application will be accepted at the Kemmerer Rec Center by delivery or mailing to South Lincoln Training & Event Center, 215 WY Hwy 233 Suite A, Kemmerer, Wyoming 83101. Application may be picked up at the Kemmerer Rec Center, or requested by email at [rpoints@kemmerer.org](mailto:rpoints@kemmerer.org) or phone (307) 828-4083.

City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 125  
Are you charging any money to attend this event? Charging for food  
Which room(s) would you like to use at the Event Center? Main Room + Kitchen  
Will you need to use other equipment (microphone, stage, podium, projector)? Stage + microphone  
Are you able to complete your own setup and teardown of the event without staff assistance? yes

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

Participants come from various parts of Wyoming, Idaho + Utah. They stay in local hotels, eat at restarants and visit various local places. Having this venue at the Events Center. If we have the banquet at the Events Center, it will leave a good impression on them and they will want to come back.

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

It is advertised in the Nationwide RMEF magazine and Newsletter, posters, facebook and invitations.

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

Probably not as we raise money for wildlife management, research, habitat enhancement and land protection. We have a budget so that we can donate more to our programs.

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

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

If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

**Supplemental Information**

1. A letter of support from the requesting board/committee must accompany this application. *See Attachment*

2. Kemmerer City Council will fund only the items that have been approved in the request. Not all items in a request may be funded.

3. Applicants are encouraged in their long range planning to make their program/event self-supporting. Subsequent applications for a particular event are discouraged.

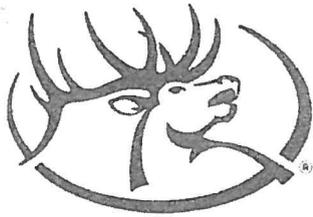
4. Grantees must use the South Lincoln Training & Event Center within a year of grant approval date.

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed *Kelly Jo Scott*

Print Name: Kelly Jo Scott

Date: 9-29-19



**RMEF**

September 30, 2019

Rocky Mountain Elk Foundation  
Kemmerer Big Game Banquet  
P.O. Box 323  
Kemmerer, WY 83101

Dear Kemmerer Mayor and City Council,

The Kemmerer Big Game Banquet has been supported in the Kemmerer/Diamondville area for over 24 years, thanks to generous donations from community members, businesses and organizations. As Volunteer Board Members, we are asking for your continued support in the coming year.

The mission of the Rocky Mountain Elk Foundation, "is to insure the future of the elk, other wildlife, their habitat and our hunting heritage." This is done by raising funds to protect lands used by the public, conservation of elk habitat, providing a better understanding of hunting heritage and elk restoration projects to states which have seen a huge decline in elk populations. Since its inception in 1984, the RMEF has protected and enhanced 7.4 million acres of wildlife habitat. There are 514 RMEF Chapters nationwide that host and participate in fund raising banquets.

Last year the RMEF Kemmerer Chapter raised \$16,000. Over 120 people participated in the banquet. Those whom attended came from surrounding communities such as LaBarge, Star Valley, Evanston and Rock Springs as well as several out of state participants from Utah and Idaho.

As you know, RMEF Kemmerer Chapter is planning to host the Big Game Banquet on November 7, 2020. We are asking for the fee to be waved to use the South Lincoln Training and Event Center for the 2020 banquet. Thank you for your continued support of the RMEF and generous donations in making our community exceptional!

Please contact Kelly Scott at (307) 723-1959 or Barbara Hartmann (307) 877-4145 for further questions.

Sincerely,

RMEF Kemmerer Big Game Banquet Volunteer Board

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

Date of Application: 29 Sept Name of Event: PTO Playground fundraiser  
Name of Organization: Canyon Elementary PTO  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: Annemarie Albias  
Phone: 307-727-8490 Email: annemarie33@yahoo.com  
Mailing Address: 1800 Holland Dr Kemmerer WY 83101  
Date of Event: Feb 14, 2020  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

**Submit Original.**

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City Council will review applications on October 14, 2019.

turn over  
→

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

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If granted, the Grantee agrees to list the South Lincoln Training & Event Center as a sponsor on all advertising. The City logo can be delivered electronically on request. Grantee will be responsible for Setup and Cleanup of the event by dates and times specified upon accepting this grant.

### **Supplemental Information**

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- 4. Grantees must use the South Lincoln Training & Event Center within a year of grant approval date.**

Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed Annemarie Albino

Print Name: Annemarie Albino

Date: 9-29-19



## Kemmerer Elementary PTO

11 Adaville Dr., Kemmerer, WY 83116 • [Canynppto@gmail.com](mailto:Canynppto@gmail.com)

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September 29, 2019

Dear Kemmerer City Council,

Thank you for considering Kemmerer Elementary PTO's application to waive the fee to use the events center. We appreciate the opportunity to use your facilities for our event.

Our PTO has been working hard to raise money to install a new playground at Canyon Elementary. We have fundraising goal of \$50,000. Aside from applying for grants and requesting donations from local companies, we have been trying to involve the community in our fundraising efforts without adding a financial burden to the families in our community. One of our fundraising ideas is to hold a Valentines dinner at the Events Center. This will provide a night out for couples and an opportunity to support a good cause.

Waiving the fee or reducing the cost would greatly help us in our fundraising efforts. We are grateful for any consideration you may give our organization.

Sincerely,

Calli Cunningham  
PTO President

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

Date of Application: 9/30/19 Name of Event: Award Banquet  
Name of Organization: LSR  
Type of Organization:  Non Profit  Government Organization  
 School District  Other  
Contact Person: Shirley Deason  
Phone: 877-1321 ext 110 Email: Shirley@LSRSERVICES.ORG  
Mailing Address: P.O. Box 3047  
Date of Event: Oct 25<sup>th</sup>  
Type of Waiver (circle one):

50% fee waiver

100% fee waiver

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

**All applicants must turn in their proposals by September 30, 2019**

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City Council will review applications on October 14, 2019.

**1. Event Description.**

How many people plan on attending this event? 112

Are you charging any money to attend this event? No

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

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

Are you able to complete your own setup and teardown of the event without staff assistance? *YES*

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

*We Have the Commissioners come +  
Sent to the the MAYORS in Kemmerer + Diamondville +  
All the Family*

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

*Sending out  
invitations + the clients talk about*

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

*YES*

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

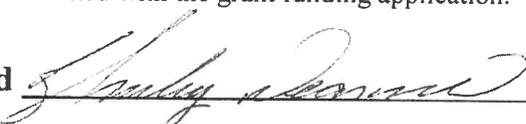
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### **Supplemental Information**

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Event/promotion sponsor to sign below that they understand the above guidelines and policies. This page is to be submitted with the grant funding application.

Signed 

Print Name: Shirley Deason

Date: 9/30/19

New  
Business  
(f)

**AGENDA ITEM # 11 (f) NEW BUSINESS**

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Department: BUILDING, PLANNING AND ZONING Meeting Date: OCTOBER 14, 2019

**SUBJECT: APPROVE REZONING OF K-D PARCELS AND PARCEL KS-6 OF  
KEMMERER SOUTH PARCELS FROM R TO RE**

**BRIEF DESCRIPTION/JUSTIFICATION:**

The Zoning Board held a public hearing, after a 30 day notice period, of their intent to rezone these parcels from R to RE. The Public Hearing was held on October 9, and was then approved during a special meeting by the Zoning Board for the rezone. The City Council now has to approve.

**RECOMMENDED ACTION:**

Approve the rezoning of K-D Parcels and Parcel KS-6 of Kemmerer South Parcels from R to RE.

Attachments Provided: Yes   X   No       

Submitted by: Brian Muir, Administrator

## NOTICE OF PUBLIC HEARING ON REZONING

THERE WILL BE A PUBLIC HEARING BEFORE THE KEMMERER ZONING BOARD ON **WEDNESDAY, OCTOBER 9, 2019 AT 6:30 P.M.** IN THE CITY COUNCIL CHAMBERS OF THE CITY HALL COMPLEX LOCATED AT 220 STATE HIGHWAY 233.

To conform with Article VIII, Section 23-55(g)(3) of the Kemmerer City Code, the public is hereby notified that a public hearing will be held on the following:

Re-zoning of the K-D Parcels from Single Family Residential (R) to Very Low Density Residential (Re).

Anyone interested in providing comments is urged to attend. Any questions or concerns may be directed to City Administrator, Brian Muir, at 307-828-2350 ext. 102 by 5:00 p.m. on September 30, 2019.

**Publish Thursday, September 5, 2019**

Proof of Publication



- |                            |                              |
|----------------------------|------------------------------|
| 1. Robert Fox              | 6. George & Betty Collins    |
| 2. Wade & Blanche Becker   | 7. Melvin & Paula Bowling    |
| 3. Komsan Wooden           | 8. Andrew & Stephanie Kaiser |
| 4. Richard Miller          | 9. Jere & Karen McMillan     |
| 5. Jerimiah McKenzee Ellis | 10. Michael & Dana Stroud    |

New  
Business  
(g)

**AGENDA ITEM # ? NEW BUSINESS**

=====

Department: ADMINISTRATION

Meeting Date: October 14<sup>th</sup>, 2019

**SUBJECT: Lander-Cut-off/Salt River Remediation MOA with the Forest Service**

**BRIEF DESCRIPTION/JUSTIFICATION:**

The U.S. Forest Service has acknowledged their damaging land in the Lander Cut-off, Salt River Section in Lincoln County of the Bridger Teton National Forest and has a plan to remediate and repair the damage. They would like the City of Kemmerer, along with other parties, to sign off on this plan and agree to the terms of a Memorandum of Agreement.

Because there were historical issues related to this, we had previously asked the Kemmerer Historical Society to give us advice about signing this; but they felt that it was beyond what their by-laws allowed them to do. They and I would prefer that the City Council give us direction on whether I should sign the MOA.

John Shubert Forest Archaeologist / Heritage Program Manager will be in attendance to explain this issue and answer any further questions.

**RECOMMENDED ACTION:** Review the MOA and remediation plan and decide whether we want to sign on to this agreement.

Attachments Provided: Yes   X   No     

Submitted by: Brian Muir, City Administrator

# **Appendix A - Repair Plan for the Lander Cut-off, Salt River Section**

**John P. Schubert  
Forest Archaeologist  
Bridger-Teton National Forest**

## **ABSTRACT**

This repair plan presents solutions for the last stage of cultural resource ground work repairs to mitigate damage to the Lander Cut-off on the Greys River Ranger District on the southern edge of Star Valley next to the Salt River. The purpose of this report is to provide a plan to finish physical repairs to previous cultural resource damage. These repairs are one of several mitigations stipulations in the Lander Cut-off, Salt River Section Memorandum of Agreement (MOA). No historic properties will be adversely affected by the proposed repair work.

## **REPAIR PLAN BACKGROUND**

Implementation of a watershed restoration project in August 2016 resulted in an adverse effect to the Lander Cut-off and was documented in the Site Recordation and Damage Assessment Report (BT-17-1020). Initial repair work took place in July 2017 within areas of previous ground disturbance and included no new ground disturbance (Survey and Initial Repair Report [BT-18-1072]). Finally, the Repair Plan was created with public input from MOA meetings, a public meeting at the Greys River Ranger District Office on Aug. 15, 2017, and internal meetings with Forest Service (FS) resource specialists. The Repair Plan goal is to physically resolve adverse effects to Lander Cut-off that occurred in August 2016 on the Greys River Ranger District of the Bridger-Teton National Forest.

The Locations 1-5 (see attached maps) previously outlined in the Survey and Initial Repair Report are used in this repair plan and are described below:

### **Location 1**

Cultural Resources: none present, not relevant to this report.

### **Location 2**

Cultural Resource: Segment B ineligible Class 3 Verified Trail of the Lander Cut-off on either side of FS Road 10390C.

Recreation Use Values: Segment B has been impacted by dispersed camping, a FS road, ATV use, and firewood gathering activities. A two track route adjacent to the marked Lander Cut-off has been used by the public for equestrian access and interpretive walks adjacent to the marked Lander Cut-off. The route also provides direct access from the Smith Fork Road to the popular dispersed camping area.

Condition: Previous watershed activities in the area created a tank trap and ripped a segment of an access route for a dispersed camping site. 2017 initial repair work on the Section B ineligible Class 3 Verified Trail corridor resulted in a tank trap being filled in and a ripped segment of access route restored. The area to the south of the berm is an area where the location of the

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

marked Lander Cut-off roughly merges with a two track trail that was ripped in 2016. The two track trail was previously used by the public and is currently blocked.

Repair Action: Smooth ripped section of unauthorized two-track with hand tools to allow for horse and hiker access across the general corridor of the Lander Cut-Off toward its junction with Smiths Fork Road. The route will likely be serpentine to avoid erosion concerns. Only the ripped area wide enough to provide for horse/hiker access will be altered.

Repair Intent: Restore public walking and equestrian access along the trail while discouraging motorized impacts to the trail.



Photo# DSCN1504. July 25, 2017. Backfilled tank trap and ripped route repair in background left-center at Location 2. Proposed repair to create access trail in center right.

### **Location 3 Overview**

Cultural Resource: Segment C is an eligible Class 1 Unaltered Trail visible as a swale depression in an open meadow.

Recreation Use Values: FS Road 10390 is used by the public and FS staff. The road provides public access to the Salt River and the Lander Cut-off. All existing wing ditches are well placed with regards to providing road drainage and facilitating reasonable public access.

Conditions: Six wing ditches drain the FS road in the Trail corridor. Five of the ditches directly impact the Lander Cut-off. See condition for Wing Ditches 1-6 below.

Repair Actions: The area has been review by FS hydrology, watershed, roads, and cultural resource staff along with the Greys River District Ranger to determine what actions, if any, would provide additional short or long term protection to the Lander Cut-off. The following describes the recommendations developed by the FS team and describes the existing condition, proposed repair action, and suggested repair intent for Wing Ditches 1-6.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Wing Ditch 1

Condition – This ditch is in the trail corridor, was likely preexisting and mechanically cleaned in 2016, and does not touch or drain into the Lander Cut-off.

Repair Action – Continue to maintain as needed. No repair suggested.

Action Intent – Continue to keep water and sediment from going down the road closer to the Lander Cut-off.

### Wing Ditch 2

Condition – Measures 17 m long, and ends .5 m inside the swale of the Lander Cut-off on the west side, then barely continues through the main part of the swale because of the depth of the Lander Cut-off swale, and then exits the swale on the east side and continues about 5 m. This ditch has functioned as intended and drained water from the road and passes through Section C and water and soil debris exit on the east side of Section C. However, as the terminal part of the ditch continues to fill up with sediment the possibility exists that water may enter into the swale of the Lander Cut-off and create additional damage.

Repair Action – Keep ditch and maintain with the following prescription: No further excavation of part of ditch in swale of Lander Cut-off. Pile excavated sediment on either side of Lander Cut-off but do not pile on swale. Place a vegetation plug from the nearby area in the swale on the downhill side of the ditch.

Repair Intent – The vegetation plug will blend in to the surrounding vegetation (more than an exposed soil berm) to ensure the visual continuity of the trail. Also it would ensure that water and sediment pass over the Lander Cut-off, and prevent water and sediment from draining onto and down the Lander Cut-off in the future.



Photo DSCN1659. Oct. 2, 2017. View to the south of Wing Ditch 2 crossing over Lander Cut-off.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Wing Ditch 3

Condition – Old wing ditch that has not been recently cleaned and does not currently divert water from the road. Water appears to have once been diverted from the road, and then paralleled the road downhill (to the north) for about 43 m as evidenced by scouring in the ground that had since overgrown with vegetation. The drainage scouring is separated from the edge of the road by an earthen berm. Water drainage from the road at this point poses a problem for determining the Lander Cut-off swale with confidence. Past water drainage has effected the Lander Cut-off trail corridor - either the Lander Cut-off swale or the area immediately to the west of the Lander Cut-off.

Repair Action – No action. Do not maintain ditch. Monitor.

Repair Intent – Continue to keep water and sediment drainage out of the ditch to prevent further erosion.



Photo DSCN1665. Oct. 2, 2017. View to the northeast of the now defunct Wing Ditch 3. It crossed from the road in the mid-ground to the Lander Cut-off in the foreground. Past drainage from the ditch appears to have joined with the Trail swale in the center and drained to the right.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Wing Ditch 4

Condition – Measures 13 m long and ends at the western edge of the Lander Cut-off swale. It does not cross over the swale. This ditch appears to have been newly created in 2016.

Repair Action – Continue to maintain ditch. Consider rock, marker, or sign at endpoint of ditch to ensure it is not lengthened in the future.

Repair Intent – Provide a controlled area for water and sediment that accumulates adjacent to the Lander Cut-off to settle.



Photo DSCN1686. Oct. 2, 2017. View to the south of Wing Ditch 4. Slight swale of Lander Cut-off passes straight through center of photo from top to bottom.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Wing Ditch 5

Condition – Measures 15 m long. The Lander Cut-off swale is not obviously clear at this point, however field investigation suggests the ditch terminates in the Lander Cut-off.

Repair Action – Let the ditch fill in over time. Do not maintain. Monitor.

Repair Intent – Provide a controlled area for water and sediment that accumulates adjacent to the Lander Cut-off to settle.



Photo DSCN1684. Oct. 2, 2017. View to the south of Wing Ditch 5 that likely terminates in the Lander Cut-off.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Wing Ditch 6 –

Condition – Measures 18.5 m long and crosses over Lander Cut-off. The ground contours from past hydraulic activity suggest that past water drainage more-or-less parallels the road and Lander Cut-off to the uphill (south) of Wing Ditch 6. Past water drainage inhibits identifying the uphill Trail area with certainty. This ditch appears to have been created in 2016.

Repair Action – Continue to maintain ditch. When maintaining ditch, fan out soil that creates berm. Consider rock, marker, or sign at endpoint of ditch to ensure it is not lengthened in the future.

Repair Intent – Provide a controlled area for water and sediment that accumulates adjacent to the Lander Cut-off to settle. Maintain to keep silt from accumulating further onto the Lander Cut-off. Fanning out berm will reduce the visual impact of the ditch to the Lander Cut-off.



Photo DSCN1681. Oct. 2, 2017. View to the north of Wing Ditch 6. Lander Cut-off passes from the bottom to the center of the photo.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Location 4

Cultural Resource: Section G, an eligible Class 2 Used Trail (two track) along the Salt River terrace.

Recreation Use Values: Currently used as a turn-around or parking area. Previously used as driving and ATV access northward along the Trail to the Forest boundary. Public has shown interest in having either a flat walking and equestrian access point from this area to the north along the Trail, or having driving access completely return allowing access through this area to the Forest boundary to the north.

Condition: The turn-around area was created in 2016 by blading the ground surface. A berm and linear hole from which the soil was obtained is directly on the Lander Cut-off. The berm is smaller as it continues along portions of the outer edge of the turn-around area. The Lander Cut-off was ripped for 93 m northward from the turn-around area.

Repair Action: Fill in linear hole and remove berm at turn-around area. Create buck and rail fence perpendicular to the Trail. Consider interpretive sign for the Lander Cut-off. Smooth ripped portion of Trail with excavator scoop.

Repair Intent: Restore Lander Cut-off to a smooth surface void of ditches and berms. Encourage public walking and equestrian access along the trail with opening in buck and rail fence and possible adjacent interpretive sign. Discourage motorized travel along Trail. Return ripped portion of Trail to a smoother surface that more closely resembles prior condition.

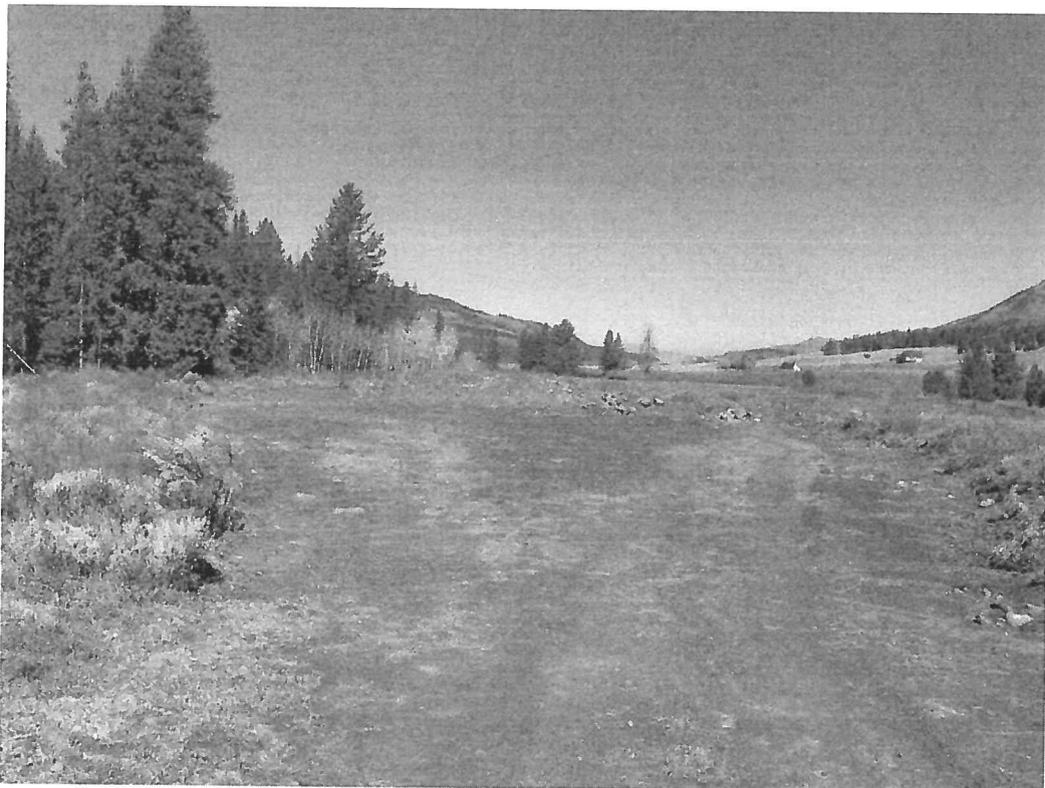


Photo HPIM3313. September 27, 2016. Location 4 on the terrace of the Salt River. Turn around area and berm. Linear ditch and ripped Trail is behind berm.

## Appendix A - Repair Plan for the Lander Cut-off, Salt River Section

### Location 5

Cultural Resource: River crossing area and route along terrace that may have been associated with use of the Lander Cut-off.

Recreation Use Values: Old FS road. Currently used as a cattle driveway as well as hiking and equestrian trails. Visited by public as Lander Cut-off crossing.

Condition: Trails were ripped and small tank traps installed in 2016.

Repair Action: Mechanically smooth out ripped trails and small tank traps.

Repair Intent: Return area to a condition that more closely matches previous condition. Restore area by considering it a part of the Lander Cut-off corridor for management purposes based on public comments.



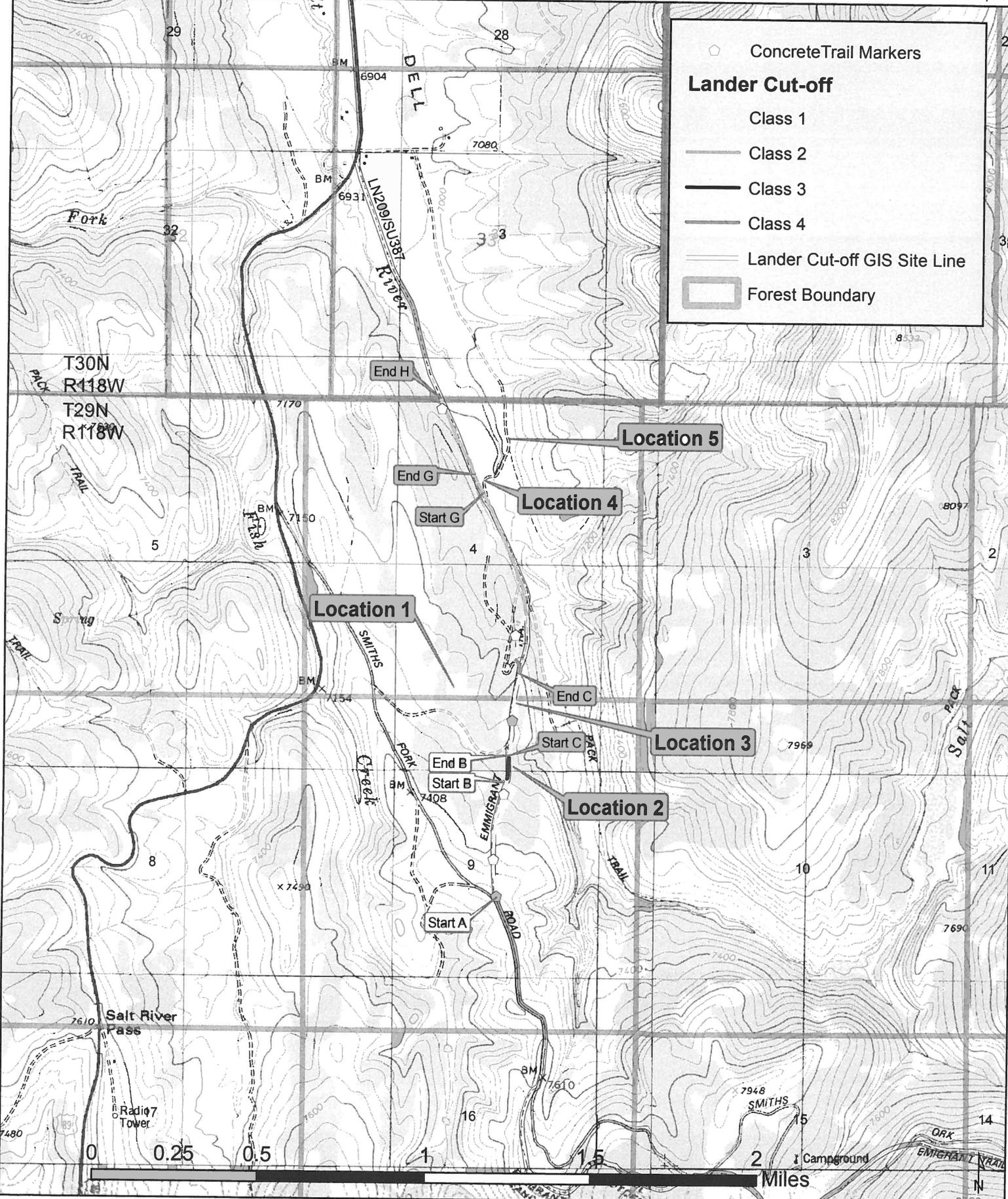
Photo DSCN1322. June 29, 2017. Location 5 on the east side of the Salt River. View to the south. Overview of past disturbance.

### CONCLUSIONS/SUMMARY

This repair plan aims to physically repair damage done to the Lander Cut-off and nearby river crossing area. The plan also addresses water buildup and sediment drainage in the Trail corridor. While past ground disturbing damage cannot be undone, much of the repair plan would roughly return soils to pre-impact elevations and contours. Revegetation and continued use over time will eventually bring the setting and feeling of the area closer to pre 2016 impact levels. Additional mitigations are outlined in the MOA.

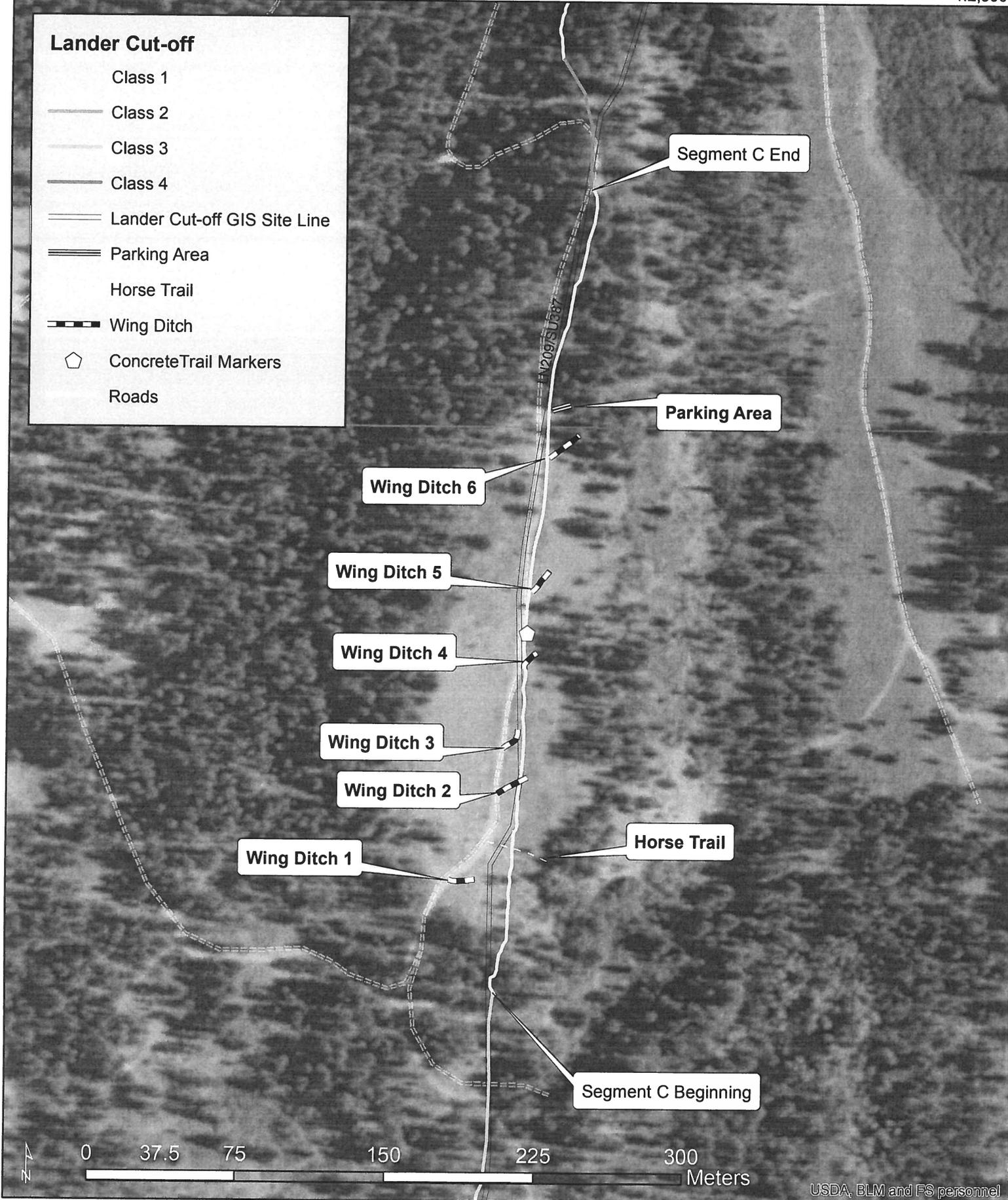
USGS 7.5' Quad: Smoot, Mount Wagner (ImageService://166.2.126.235/Maps/eTOPO/24k\_Only\_48\_States

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**MEMORANDUM OF AGREEMENT**  
AMONG  
THE UNITED STATE DEPARTMENT OF AGRICULTURE FOREST SERVICE,  
BRIDGER-TETON NATIONAL FOREST,  
WYOMING STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE REMEDIATION OF DAMAGE TO THE  
LANDER CUT-OFF, SALT RIVER SECTION  
IN LINCOLN COUNTY, WYOMING

WHEREAS, U.S. Forest Service (FS) personnel conducted the Salt River Watershed Restoration Project (Project) in 2016 along the banks of the Salt River on the Greys River Ranger District of the Bridger-Teton National Forest (BTNF) to address soil compaction from user created routes and dispersed camping over time, which had resulted in decreased vegetation and increased soil runoff into the Salt River posing problems for watershed and fisheries health; and

WHEREAS, the Project implementation activities, occurring from August 16<sup>th</sup> to September 1<sup>st</sup> 2016, included ripping areas in which soil was compacted due to dispersed camping and vehicle use, general road work, and the creation of berms to restrict access and stop the process of soil compaction; and

WHEREAS, the Project area was located in T29N R118W, Sections 4 and 9, within a half mile of the Salt River to include land adjacent to the north and south side of the river and affected portions of the Lander Cut-off (48LN209), a segment of the California National Historic Trail (NHT), which passes through much of the Project area; and

WHEREAS, the FS determined that the Project damaged and diminished the integrity of the Lander Cut-off, a segment of the California NHT, which is eligible for the National Register of Historic Places. The FS acknowledges the damaged portion of the Lander Cut-off has importance to the history and community of Lincoln County; and

WHEREAS, the FS determined the Project activities were performed without consultation pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), and included a section of the Lander Cut-off without the approval of the agency official; and

WHEREAS, the FS provided notification of the Project to the Wyoming State Historic Preservation Office (WYSHPO) on September 29<sup>th</sup>, 2016 and the Advisory Council on Historic Preservation (ACHP) on November 10<sup>th</sup>, 2016; and

WHEREAS, the FS, with WYSHPO concurrence, has determined that the Project resulted in four separate effects to the Salt River Section of the Lander Cut-off:

(1) in Segment A (Class 1 Unaltered Trail) 60 meters (m) of two-track road parallel to the Trail was ripped, resulting in an adverse effect to a contributing (eligible) trail segment corridor; however, the action did not affect the remaining visible trail ruts, and

(2) in Segment B (Class 3 Verified Trail) road ripping and berm impacted 40 m of non-contributing (ineligible) Trail Corridor, and

(3) in Segment C (Class 1 Unaltered Trail) three road drainage ditches adversely affected portions of contributing (eligible) trail, and

(4) in Segment G (Class 2 Used Trail) 93 m of contributing (eligible) trail was adversely affected from road ripping, light surface scraping, and the installation of a trench and berm; and

WHEREAS, the FS has carried out post-Project consultation with WYSHPO and the ACHP on project effects, determination of eligibility, cultural resource surveys, regulatory noncompliance, and remediation of the damages to the historic property; and

WHEREAS, the FS proposes to remediate the damage caused by the Project, to provide public access to and interpretation of this section of the Lander Cut-Off, and to implement management practices to improve its protection of this historic property (Undertaking); and

WHEREAS, the FS has defined the Undertaking's Area of Potential Effect (APE) as T29N R118W, Sections 4 and 9, located at Locations 2, 3 and 4 on the Repair Plan map (Appendix A); and

WHEREAS, the FS has determined that its proposed Undertaking may adversely affect the Lander Cut-Off, which is eligible for listing in the National Register of Historic Places, and has consulted with the WYSHPO, pursuant to the Section 106 process in 36 C.F.R. part 800, to develop a Memorandum of Agreement (MOA); and

WHEREAS, the Shoshone-Bannock and Eastern Shoshone Tribes were invited to participate in the development of this MOA and have not indicated a desire to participate; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the FS notified the ACHP of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, The Lander Cut-off, a designated segment of the California NHT, is administered by the National Park Service (NPS); and

WHEREAS, the FS has invited parties interested in actions that affected the Lander Cut-off to be included in the development of this MOA, including the National Trails Intermountain Region (National Park Service Salt Lake City Office), Oregon California Trails Association (OCTA), Lincoln County Board of County Commissioners, Star Valley Historical Society, Lincoln County Historical Society, Lander Trail Foundation, and the City of Kemmerer (from the perspective of a Certified Local Government [CLG]) and has invited them to sign this MOA as concurring parties and they have accepted; and

NOW, THEREFORE, the FS, WYSHPO, the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

### I. MITIGATION MEASURES

The FS shall ensure that the following measures are carried out:

- A. Repair Plan – the FS will remediate the on-the-ground damage to the Trail through actions outlined in the Lander Cut-off, Salt River Section, Repair Plan (Appendix A). The remediation efforts outlined in Appendix A will be completed within one year following the execution of this agreement.

- B. Trail Markers – the FS shall provide and install trail markers for all portions of the Lander Cut-off NHT on the BTNF within five years of signing this document. The FS will provide opportunities for local partner involvement and will specifically invite participation from Lander Trail Museum, the Star Valley Historical Society, and local youth. The FS shall ensure the trail marking is completed according to existing guidance, such as direction in management plans and advice from OCTA.
- C. Interpretive Signs – The FS shall collaboratively design, produce, and install two interpretive signs on the Salt River Section of the Lander Cut-off within five years of signing this document. The signs are planned to be located at Locations 2 and 4 on the Repair Plan map (Appendix A). FS will work with the National Trails Intermountain Region (NPS) on the design and provide the Lander Trail Museum, Star Valley Historical Society, and OCTA with an opportunity to participate in sign development. WYSHPO will have 30 days to review the sign designs.
- D. Management of the Lander Cut-off on the Bridger-Teton National Forest –
1. The FS acknowledges the National Park Services' *Comprehensive Management and Use Plan of the Oregon and California National Historic Trails*. This is a broad plan that speaks to cooperation with other agencies.
  2. In the absence of a BTNF Lander Cut-off Management Plan, the FS will formally recognize and use *The Way West: A Historical Context of the Oregon, California, Mormon Pioneer, and Pony Express National Historic Trails in Wyoming* and *BLM Manual 6280 Management of National Scenic and Historic Trails* as guidance documents for management of the Trail.
  3. The FS shall complete or update Trail Management Objectives (TMOs) for all segments of the Lander Cut-off that have existing detailed cultural resource survey within five years of the execution of this agreement. The FS will also update TMOs for all unrecorded Trail segments if they are newly recorded in the future. All TMO updates will be developed by FS staff from both the BTNF Trails and Heritage Programs, and the BNTF will provide consulting parties and WYSHPO the opportunity to comment on updated TMOs. TMO updates may result in new internal BTNF Lander Cut-off information sharing and management tools.
  4. The FS shall incorporate management direction for the Lander Cut-off in the BTNF Forest Plan.
  5. During the BNTF plan revision process, the FS shall identify any unsurveyed portions of the Lander Cut-off as high priority for future cultural resource surveys.
  6. The FS shall work cooperatively with the Lander Trail Foundation to ensure that known arborglyphs associated with the Lander Cut-off are documented and considered for management actions. Management actions considered by the FS shall include preservation in place for arborglyphs on living trees and preservation and display at the Lander Trail Museum for arborglyphs on dead trees.
  7. The FS shall prepare an undertaking status report each January during the operational period of this MOA. The FS shall distribute this report to each MOA signatory and concurring party.

## II. CONFIDENTIALITY OF CULTURAL RESOURCE DATA

To the extent consistent with the National Historic Preservation Act, Section 304, and the Archaeological Resources Protection Act, Section 9(a), cultural resources data from National Forest System lands

will be treated as confidential by all signatories and will not be released to any party not a signatory to this agreement. Duplication or distribution of cultural resource data from National Forest System lands by any signatory requires written authorization from the FS.

## II. DISPUTE RESOLUTION

- A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the FS shall consult with such party to resolve the objection. If the FS determines that such objection cannot be resolved, the FS will:
1. Forward all documentation relevant to the dispute, including the FS's proposed resolution, to the ACHP. The ACHP shall provide FS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The FS will then proceed according to its final decision.
  2. If the ACHP does not provide its advice regarding the dispute within a thirty (30) day time period, the FS may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, the FS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
  3. The FS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## IV. AMENDMENT

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

## V. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IV, above. If within ninety (90) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FS must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7.

## VI. SUNSET TERMS

This MOA shall remain in effect for five years after the date of execution hereof. The Signatories shall evaluate the MOA every two years from the time of signing this agreement. The FS shall ensure the MOA will be re-evaluated and amended to accommodate any changes to the terms. All signatories will be consulted during the amendment process (See Section IV).

## General Provisions

- a. **Entirety of Agreement.** This MOA, consisting of fifteen (15) pages and Appendix A consisting of eleven (11) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, regarding compliance with Section 106 of the National Historic Preservation Act for those aspects of the Salt River Watershed Restoration Project that adversely affected a historic property.
- b. **Prior Approval.** This MOA shall not be binding upon any party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless the MOA is approved as to form by the State of Wyoming Attorney General or his representative.
- c. **Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- d. **Sovereign Immunity.** The State of Wyoming and the WYSHPO expressly reserve sovereign immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the MOA.
- e. **Liability.** Each signatory to this MOA shall assume the risk of any liability arising from its own conduct. Each Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this MOA.

Execution of this MOA by FS, WYSHPO, and the ACHP and implementation of its terms evidence that FS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**Signatures.** In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the last signatory signature affixed to these pages.

**Signatories:**

**Bridger-Teton National Forest**

---

PATRICIA M. O'CONNOR, Forest Supervisor

Date

**Signatories:**

**Wyoming State Historic Preservation Officer**

\_\_\_\_\_  
MARY HOPKINS, WYSHPO Date

**Approval as to Form:  
Wyoming Attorney General's Office**

\_\_\_\_\_  
TYLER M. RENNER, Assistant Attorney General Date

**Signatories:**

**Advisory Council on Historic Preservation**

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JOHN M. FOWLER, Executive Director

Date

**Concurring Parties:**

---

JOHN WINNER, Oregon-California Trails Association                      Date

**Concurring Parties:**

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AARON MAHR, NPS National Trails Intermountain Region      Date

**Concurring Parties:**

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STATE SENATOR DAN DOCKSTADER, Lander Trail Foundation    Date

**Concurring Parties:**

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JOAN MARTIN, Star Valley Historical Society Date

**Concurring Parties:**

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JERRY HARMON, Lincoln County Board of Commissioners      Date

**Concurring Parties:**

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DENNIS ODEN, Lincoln County Historical Society

Date

**Concurring Parties:**

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ANDREW NELSON, City of Kemmerer Date

New  
Business  
(h)

**AGENDA ITEM # ? NEW BUSINESS**

=====

Department: ADMINISTRATION

Meeting Date: October 14<sup>th</sup>,  
2019

**SUBJECT: Letter requesting study to lower speed limit on Hwy 30 at POE into town**

**BRIEF DESCRIPTION/JUSTIFICATION:**

A group of concerned parents has expressed concern about the speed limit along HWY 30, at the Port of Entry heading into the City of Kemmerer. Former Kemmerer Chief of Police Stacy Buck had requested this previously in June 2016 and the study was conducted but the speed limit was not lowered. Since then the Antelope Ridge subdivision has become full and the school-bound bicycle and pedestrian traffic has apparently increased, so another study with an objective of lowering of the speed limits to 45 MPH at the POE and 35 MPH at the second industrial park and into town is desired. Chief Kahre has been consulted and is OK with lowering it. This time we ask that the Mayor and City Council approve sign the letter of request instead of the Chief of Police.

**RECOMMENDED ACTION:** Review, suggest any wording changes to the letter and sign.

Attachments Provided: Yes  No

Submitted by: Brian Muir, City Administrator

10/14/2019

Darin Kaufman  
Wyoming Department of Transportation  
District 3 Traffic Engineer  
Rock Springs, Kemmerer, WY 82902

Dear Mr. Kaufman,

We once again request that you examine the speed limits on Business U.S. Hwy 30 which runs from the Port of Entry into the City of Kemmerer. The speed limit on this roadway is currently posted at 65 MPH from the POE to Canyon Rd. In our June 6, 2016 letter from then Police Chief Stacy C. Buck he talked about the increased traffic on that road due to the Lincoln County Sheriff's Office and Bridge Department, as well as a new residential development, Antelope Ridge, of which the first phase is now complete and full.

Since WYDOT completed its last study we grow increasingly concerned with the number of school children who either ride bikes or walk along the highway as they head toward Canyon Road on their way to school and other activities. Our desire is to have a safer, more walkable, bicycle-friendly community. We are fortunate that no serious accidents have occurred and want to do everything in our power to prevent them in the future.

We suggest you lower the speed limit to 45 MPH at the turn of the port of entry onto U.S. Hwy 30 and then at the 2<sup>nd</sup> turn of the Industrial Park drop it down to 35 MPH the rest of the way into town (Pine Street).

Thank you for your attention to this matter. We look forward to your response.

Kemmerer Mayor and City Council