



**“The Fossil Fish Capital of the World”
City of Kemmerer, Wyoming
AGENDA
KEMMERER CITY COUNCIL MEETING
Monday, July 14, 2025**

5:00 p.m. – Pre-Meeting Workshop

Discussion with Brandon Teppo on BLM Land Acquisition
Discussion if Traffic Study is Needed for 189/Pine
Agenda Review

6:00 p.m. – Regular Meeting

- **CALL TO ORDER:** Mayor Robert Bowen
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **APPROVAL OF AGENDA:** July 14, 2025
- **DEPARTMENT REPORTS:**
- **PRESENTATIONS:**
2026 Wyoming Hunting and Fishing Expo-Vance McGahey
- **PUBLIC HEARING:**
Budget Amendments 2025-01 through 2025-03
Bootleggers Bar and Grill Liquor License Application
- **VISITORS’ COMMENTS AND PETITIONS:** (This is a listening session only, no action will be taken. Council will not comment on matters of litigation or personnel.)
 - General comments
- **CONSENT AGENDA:**
(The items listed under consent agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any items is desired, that item will be removed from the consent agenda and considered separately.)
 - (a) Approval of Meeting Minutes of June 23, 2025;
 - (b) Approval of payment of bills, payroll, and ACH payments;
 - (c) Approval of Budget Amendments 2025-01, 2025-02, and 2025-03;
 - (d) Approval of Bootleggers Bar and Grill Liquor License;
 - (e) Authorize the Mayor to Sign the 24-Hour Malt Beverage Permit for Oyster Ridge Music Festival

on July 25 and 26, 2025.

- **TABLED BUSINESS:**

- (a) Pass, Approve, and Adopt on 3rd Reading, Ordinance No. 2025-898, Amending Chapter 2 of the Kemmerer City Code

- **OLD BUSINESS:**

- (a) Pass, Approve and Adopt on 3rd Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer

- **NEW BUSINESS:**

- (a) Amending Runway Lighting and Windcone Grant Application for the Kemmerer Municipal Airport
- (b) University of Wyoming Standard Addenda Form for Event Center Rental

- **COMMENTS:**

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

- **ADJOURN**

NEXT REGULAR COUNCIL MEETING WILL BE ON MONDAY JULY 28, 2025.

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

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

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

Presentation
2026 Wyoming
Hunting and
Fishing Expo-
Vance McGahey

Public Hearing
Budget Amendments
2025-01 through
2025-03

&

Bootleggers Bar &
Grill Liquor License
Application

BUDGET RESOLUTION NO. 2025-01

A BUDGET RESOLUTION SHOWING THE USE OF THE EVENT CENTER KITCHEN ESCROW TO FUND EQUIPMENT REPLACEMENT AT THE EVENT CENTER.

BE IT RESOLVED that the following revenues and expenditures are amended in the FY 24-25 budget:

REVENUES		<u>DR</u>	<u>CR</u>
10-29-854	Reserve-Kitchen Fee Escrow	\$6,244.81	
EXPENDITURES:			
57-43-960	Equipment Replacement		\$6,244.81

PASSED, APPROVED AND ADOPTED this 14th day of July, 2025

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

BUDGET RESOLUTION NO. 2025-02

A BUDGET RESOLUTION SHOWING THE USE OF FUNDS FROM PRIOR FUND BALANCE (LINCOLN COUNTY RECREATION COMMISSION) TO PURCHASE A TREADMILL AND LEG PRESS AT THE RECREATION CENTER.

BE IT RESOLVED that the following revenues and expenditures are amended in the FY 24-25 budget:

REVENUES

56-39-837 Transfer from Prior Year Fund Balance \$8,200.00

EXPENDITURES:

56-82-980 New Equipment \$8,200.00

PASSED, APPROVED AND ADOPTED this 14th day of July, 2025

CITY OF KEMMERER, WYOMING

BY: _____

ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS

CITY CLERK-TREASURER

BUDGET RESOLUTION NO. 2025-03

A BUDGET RESOLUTION SHOWING THE RECEIPT OF GRANT FUNDS FROM THE KEMMERER FOUNDATION (WYOMING COMMUNITY FOUNDATION) AND THE EXPENDITURES TO PURCHASE GOLF CARTS AND A MULTIPRESS AT THE RECREATION CENTER.

BE IT RESOLVED that the following revenues and expenditures are amended in the FY 24-25 budget:

REVENUES

54-35-836	Kemmerer Foundation	\$19,975.00
56-39-836	Kemmerer Foundation	\$3,850.00

EXPENDITURES:

54-73-980	New Equipment	\$19,975.00
56-82-980	New Equipment	\$3,850.00

PASSED, APPROVED AND ADOPTED this 14th day of July, 2025

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN, MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk

License Fees: Annual Fee: \$ 1500.00 Prorated Fee: \$ _____ Transfer Fee: \$ _____ Publishing Fee: \$ 60.00

Local License #: _____ Date filed with clerk: 06 / 17 / 2025 Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 07.01.25 & 07.08.25 Public Hearing Date: 07 / 14 / 2025

Publishing Fee Direct Billed to Applicant:

License Term: 08 / 01 / 2025 Through 07 / 31 / 2026
Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant (Business Name): BOOTLEGGERS 317 S MAIN LLC

Doing Business As (DBA) / Trade Name: BOOTLEGGERS

Building to be licensed / Building Address: 817 S MAIN ST
(Address Number, and Suite or Unit Number, and Street or Road Name)
KEMMERER WY 83101 LINCOLN
City State Zip County

Local Mailing Address: 817 S MAIN ST
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
KEMMERER WY 83101 LINCOLN
City State Zip County

Local Business Telephone Number: 307.749.3853 Fax Number: _____

Business E-Mail Address: BOOTLEGGERSKEMMERER@GMAIL.COM Outlook.com

Business Primary Contact: LISA MULLINS
First Name Last Name

FILING FOR <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OF OWNERSHIP <small>ASSIGNMENT LETTER MUST BE ATTACHED</small> FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY / TOWN OF: <u>KEMMERER</u> <input type="checkbox"/> COUNTY OF: _____	FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP <input type="checkbox"/> LLP <input type="checkbox"/> LLLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LC <input type="checkbox"/> CORPORATION (INC) <input type="checkbox"/> POLITICAL SUBDIVISION <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE) <input type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input checked="" type="checkbox"/> BAR AND GRILL LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE LIMITED RETAIL LIQUOR LICENSE (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY PERMIT <input type="checkbox"/> WINERY PERMIT <input type="checkbox"/> MANUFACTURER SATELLITE PERMIT <input type="checkbox"/> WINERY SATELLITE PERMIT <input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT <input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT
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SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)

<input type="checkbox"/> COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) <input type="checkbox"/> GOLF CLUB (W.S. 12-5-201(f)) <input type="checkbox"/> GUEST RANCH (W.S. 12-5-201(f))	<input type="checkbox"/> RESORT (W.S. 12-4-401(iv) / 12-5-201(f)) <input type="checkbox"/> GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f)) <input type="checkbox"/> Other: _____
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OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

FULL TIME MONTHS OF OPERATION from _____ to _____ All Year (Jan-Dec)

SEASONAL	DAYS OF WEEK OF OPERATION	from <u>MON</u> to <u>SUN</u> Every Day (Mon-Sun)
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from <u>10 AM</u> to <u>2 AM</u> <input type="checkbox"/> 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

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

Does the Applicant own or lease the licensed building?

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

If the building is leased, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page 1 paragraph 3.

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

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 1 paragraph 7.

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

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

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? YES NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

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

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

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

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? YES NO

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

- (a) Will food and beverage services be contracted or subcontracted? YES NO
1. If **YES**, is a copy of the food and beverage contract or lease attached? YES NO

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

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

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

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

W.S. 12-4-401(b)(iv)

- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) YES NO
S O
- 1 If YES to (e), is a copy of the food and beverage contract or lease attached? YES NO
S O

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

- (a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? YES NO
O

If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
S O
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO
S O

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
S O
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO
S O

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

- (a) Does the golf club have more than fifty (50) bona fide members? YES NO
S O
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? YES NO
S O
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? YES NO
S O
- 1 Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) YES NO
S O
- 2 If YES, is a copy of the food and beverage contract or lease attached? YES NO
S O

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
S O
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
S O
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? YES NO
S O
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
S O
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
S O
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
S O
- (g) Is a true copy of the club bylaws attached to this application? YES NO
S O
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) YES NO
S O

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
LISA MARIE MULLINS	2/11/70	11751 HIGHLAND DR SANTA ANA, CA 92705	(714) 278-8836	1	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

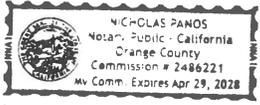
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

california)
STATE OF ~~WYOMING~~ W.V.)
COUNTY OF Orange,) SS.

Signed and sworn to before me on this 27th day of May, 2025 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-----------------------------------|---------------------------------------|-----------------------|
| 1) | <u>[Signature]</u>
(Signature) | <u>LISA MULLINS</u>
(Printed Name) | <u>OWNER</u>
Title |
| 2) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |



(SEAL)

Witness my hand and official seal:

[Signature]
Signature of Notary Public

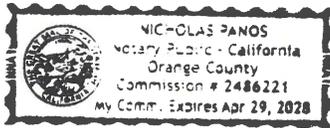
My commission expires: 04/29/2028

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this, 27th
day of May, 2025, by Lisa Mullins

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Nicolas Panos

note; new or Transfer Liquor License
or permit Application

Consent Agenda (a)

The Kemmerer City Council met in regular session this 23rd day of June, 2025, at 6 p.m. in the City Council Chambers, City Hall, Kemmerer, Wyoming. The Pledge of Allegiance was recited. Present on roll call were Mayor Robert Bowen, Councilmember Marlin Batista, Councilmember Caleb Ellis, Councilmember David McConkie, and Councilmember Bill Price. Councilmember Brantley Popp and Councilmember Mark Quinn were absent.

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

Motion was made by Councilmember McConkie to approve the agenda as amended to add New Business (h), Authorize the mayor to sign the NRC Guidance for Purchase Card Holders; move Consent Agenda Item (e), the Approval of Liquor License Renewals for 2025 to New Business (i); remove New Business Item (e); and renumber the remaining new business items; seconded by Councilmember Batista and unanimously approved by council present.

DEPARTMENT REPORTS:

Chad Nielson, Public Works Director; John Tibbetts, Golf and Parks Director; Lois Hicks, Rec Center Coordinator and Natasia Diers, City Clerk-Treasurer, gave department updates. Brian Muir, City Administrator, gave the police department update.

PUBLIC HEARING:

The mayor opened the public hearing for the liquor license renewals; 6:15 p.m. There being no comment, the mayor closed the public hearing; 6:16 p.m.

VISITOR COMMENTS:

Cindy Vetos made comments to the council.

CONSENT AGENDA:

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

(a) Approval of Meeting Minutes of June 9, 2025;

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

18253 NCPERS	\$48.00	18254 Wyoming Retirement	\$21,290.54
18255 307 Tire LLC	15,311.20	18256 Division of Victim Services	250.00
18257 Bugman, Inc.	295.00	18258 Centurylink	970.54
18259 Centurylink Communications	16.06	18260 Cole, Frank	64.00
18261 Dex Imaging, LLC	169.08	18262 Enbridge Gas	1,792.15
18263 Fossil Basin Promo Board	5,565.84	18264 Game One	2,100.00
18265 Gunter's Service	4,447.70	18266 Gunter's Tire & Lube	450.00
18267 IDAWY	12,250.25	18268 Independent Fee Estimates	2,370.00
18269 Intellichoice, Inc.	918.11	18270 Jackson Group Peterbilt, Inc.	88.90

18271 Jorgensen Associates	4,747.50	18272 Kemmerer Gazette	513.59
18273 Kemmerer Gun Club	180.00	18274 Lincoln County Sheriff Office	2,420.00
18275 MC2 Engineering	1,600.00	18276 Mountain West Business	99.30
18277 One-Call of Wyoming	352.80	18278 Outlaw Supply, Inc.	1,947.75
18279 Rotary Club of Kemmerer	480.00	18280 Safe Checks	650.45
18281 Stout, E. Dean	4,680.00	18282 Turf Equipment & Irrigation	1,734.32
18283 UMB Card Servcie	13,386.72	18284 Wells Fargo Financial	355.00
18285 Westar Printing, LLC	8.95	18286 Wilcox, Eric & Jessie	60.50
18287 Wolfies, LLC	327.00	18288 Wyo City Managers Assoc.	30.00
18289 Wyoming Machinery Co.	1,720.05	6/2/25-WWB-ACH	144.90
5/31/25 Worldpay-ACH	1,080.70	6/11/25 WWB-ACH	153.05
6/11/25 WWB-ACH	796.44	6/11/25 Teton Distributors-ACH	843.25
4/10/25 Wyo Liquor Division-ACH	2,184.05	6/10/25 Wyo Liquor Division-ACH	428.99
6/12/25 WWB-ACH	116.80	6/12/25 WWB-ACH	12.00
6/18/25 WWB-ACH	355.06	6/18/25 WWB-ACH	219.05
6/18/25 Teton Distributors-ACH	710.90	6/17/25 Wyo Liquor Division-ACH	781.34
6/18/25 Federal Tax Deposit-ACH	15,933.35	6/18/25 Net Payroll Deposit-ACH	55,421.74
6/18/25 Orchard Trust-ACH	625.00	6/18/25 AFLAC-ACH	12.24
6/18/25 Expert Pay-ACH	488.54		

- (c) Authorize the mayor to sign the agreement between the City of Kemmerer, a managing member of the Kemmerer Municipal Airport, and World Fuel Services;
- (d) Authorize Brian Muir to sign the electronic acceptance agreement with the Wyoming Community Foundation for the Kemmerer Foundation Grant in the amount of \$67,950.00

OLD BUSINESS:

- (a) Motion was made by Councilmember McConkie to table on 3rd Reading, Ordinance No. 2025-898, Amending Chapter 2 of the Kemmerer City Code; seconded by Councilmember Batista and unanimously approved by council.
- (b) Motion was made by Councilmember Batista to Pass on 2nd Reading Ordinance No. 2025-899 Granting to Questar Gas Company, dba Enbridge Gas Wyoming a Franchise for the Construction, Operation, and Maintenance of Gas Distribution System in the City of Kemmerer; seconded by Councilmember Ellis and unanimously approved by council.

NEW BUSINESS:

- (a) Motion was made by Councilmember McConkie to grant an easement to All West Communications, Inc. to construct, install, and maintain telecommunications facilities at the Kemmerer Airport; seconded by Councilmember Price and unanimously approved by council present.
- (b) Motion was made by Councilmember Batista to authorize the mayor to sign the agreement with AlSCO Uniforms for linens at the South Lincoln Training and Event Center; seconded by Councilmember Ellis and unanimously approved by council present.
- (c) Motion was made by Councilmember McConkie to authorize the mayor to sign the agreement with Dex Imaging for a Xerox copier at city hall; seconded by Councilmember

- Ellis and unanimously approved by council present.
- (d) Motion was made by Councilmember Batista to authorize the city treasurer to write off bad debt as presented; seconded by Councilmember Ellis and unanimously approved by council present.
- (e) Motion was made by Councilmember Price to authorize the mayor to sign the agreement with JUB for planning services for Fiscal Year 25-26 for an amount not to exceed \$15,000, unless otherwise authorized; seconded by Councilmember Batista and unanimously approved by council present.
- (f) Motion was made by Councilmember McConkie to Pass, Approve and Adopt Resolution No. 2025-857, Setting Sanitation Fees Effective July 1, 2025, as amended; seconded by Councilmember Batista and unanimously approved by council present.
- (g) Motion was made by Councilmember Ellis to authorize the mayor to sign the National Defense Authorization Act Section 889(a)(1)(B) Guidance for Purchase Card Holders Disclosure; seconded by Councilmember Price and unanimously approved by council present.
- (h) Motion was made by Councilmember Batista to approval the annual Liquor License Renewals as presented with the renewal of Grumpies, LLC being contingent upon Grumpies, LLC providing proof to the City by June 30, 2025, that their status is active with the Wyoming Secretary of State; seconded by Councilmember McConkie and unanimously approved by council present.

COMMENTS:

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

There being no further business before the Council, Mayor Bowen adjourned the meeting; 7:12 p.m.

CITY OF KEMMERER, WYOMING

BY: _____
ROBERT BOWEN,
MAYOR

ATTEST:

NATASIA DIERS
CITY CLERK-TREASURER

Consent Agenda (b)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
COMBINED CASH FUND						
01-11750 UTILITY CASH CLEARING						
99251	NWRECC	REFUND	UTILITY OVERPAYMENT	07/07/2025	2,082.54	
GENERAL FUND						
10-14230 DUE FROM OTHERS						
19010	SHUMS CODA ASSOCIATES	11173	PLAN REVIEWS - JUSTICE CEN	06/20/2025	892.50	
10-22500 HEALTH INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	08-25	HEALTH INSURANCE - 08/25	07/02/2025	41,211.00	
10-22505 DENTAL INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	08-25	DENTAL INSURANCE - 08/25	07/02/2025	2,035.00	
10-22510 LIFE INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	08-25	LIFE INSURANCE - 08/25	07/02/2025	259.50	
10-22515 VISION INSURANCE PAYABLE						
23012	WYOMING EDUCATOR'S BENEF	08-25	VISION INSURANCE - 08/25	07/02/2025	277.36	
10-23501 CUSTOMER DEPOSITS - SAN.						
99243	FOSSIL FISH ADVENTURES, LL	REFUND-1	REISSUE GARBAGE DEPOSIT R	06/25/2025	102.00	
ECONOMIC DEVELOPMENT						
10-42-993 4% LODGING TAX						
60226	FOSSIL BASIN PROMOTION BO	0725	LODGING TAX	07/10/2025	5,043.01	
ADMINISTRATION						
10-43-310 FINANCE & RECORDKEEPING						
30068	CASELLE, INC	8965	ANNUAL ACCOUNTING SOFTW	07/01/2025	19,528.00	
10-43-360 CONTRACTUAL SERVICES						
14015	NETWIZE	53840	ADMIN - COMPUTER SUPPORT	06/25/2025	848.61	
10-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0725	INTERNET - ADMIN	07/01/2025	51.56	
10081	ALL WEST COMMUNICATIONS	0628-0725	IP CONNECTION SLETG TO CH	07/01/2025	15.00	
70275	GOTO TECHNOLOGIES USA, IN	IN7103990326	MONTHLY PHONE SERVICE - A	07/01/2025	194.96	
17099	CENTURYLINK	2345-0725	ADMINISTRATION	07/01/2025	40.69	
17099	CENTURYLINK	2355-0725	ADMINISTRATION	07/01/2025	33.19	
17099	CENTURYLINK	3189-0725	ADMINISTRATION	07/01/2025	81.38	
22016	VERIZON WIRELESS	6117037635	CELL PHONE - BM	06/26/2025	40.57	
10-43-420 POSTAGE						
16005	PITNEY BOWES, INC.	04-30-25	REFILL POSTAGE METER	06/30/2025	649.83	
10-43-440 ADVERTISING						
11020	KEMMERER GAZETTE	06-10-25	LIQ LIC RENEWALS BUDGET, C	06/10/2025	908.90	
11020	KEMMERER GAZETTE	6-17-25	LIQUOR LICENSE RENEWAL	06/17/2025	122.00	
10-43-710 EQUIPMENT LEASE						
13000	MARLIN LEASING CORPORATI	40658054	COPIER LEASE - ADMIN	06/26/2025	257.00	
16005	PITNEY BOWES, INC.	3320991715	POSTAGE METER LEASE	06/29/2025	426.84	
CITY HALL COMPLEX						
10-47-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8092-0625	JANITORIAL-CITY HALL	06/30/2025	367.50	
10-47-410 TELECOMMUNICATIONS						
22016	VERIZON WIRELESS	6117037635	CELL PHONE - WB	06/26/2025	40.57	
10-47-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4454	FIRE ALARM SYSTEM - CH	07/01/2025	50.00	
10-47-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	003-0625	CITY HALL	06/25/2025	1,548.02	
18009	ROCKY MOUNTAIN POWER	047-0625	CITY HALL SPRINKLER	06/25/2025	73.87	
18009	ROCKY MOUNTAIN POWER	100-0625	CITY HALL PARKING LOT	06/25/2025	34.86	
18009	ROCKY MOUNTAIN POWER	101/105-0625	CITY HALL STREETLIGHTS	06/25/2025	737.47	
10-47-621 WATER						
11015	K-D JOINT POWERS BOARD	1410001-0625	WATER - 226 HIGHWAY 233	06/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0625	WATER CITY HALL REAR	06/25/2025	224.51	
11015	K-D JOINT POWERS BOARD	7221910-0625	WATER CITY HALL FRONT	06/25/2025	101.53	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-47-622 SEWER						
11015	K-D JOINT POWERS BOARD	1410001-0625	SEWER - 226 HIGHWAY 233	06/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7221820-0625	SEWER CITY HALL REAR	06/25/2025	77.89	
11015	K-D JOINT POWERS BOARD	7221910-0625	SEWER CITY HALL FRONT	06/25/2025	42.81	
POLICE ADMINISTRATION						
10-50-240 GAS, OIL & LUBRICANTS						
60215	WEX BANK	REFUND	FUEL - PD	07/02/2025	2,023.88	
10-50-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0628-0725	INTERNET - POLICE DEPT.	07/01/2025	25.39	
70275	GOTO TECHNOLOGIES USA, IN	IN7103990326	MONTHLY PHONE SERVICE - P	07/01/2025	61.27	
14015	NETWIZE	53840	POLICE - COMPUTER SUPPOR	06/25/2025	365.71	
17099	CENTURYLINK	2345-0725	POLICE DEPT.	07/01/2025	40.69	
17099	CENTURYLINK	2355-0725	POLICE DEPT.	07/01/2025	33.19	
22016	VERIZON WIRELESS	6117037635	CELL PHONE - PD (3)	06/26/2025	121.71	
22016	VERIZON WIRELESS	6117037635	TABLETS - PD (7)	06/26/2025	280.07	
22016	VERIZON WIRELESS	6117037635	KPD CAMERA	06/26/2025	40.01	
10-50-440 ADVERTISING						
11020	KEMMERER GAZETTE	06-10-25	BID - NEW PD VEHICLE	06/10/2025	134.20	
11020	KEMMERER GAZETTE	6-17-25	BID-NEW PD VEHICLE	06/17/2025	134.20	
10-50-850 INTERGOVERNMENTAL SERV.						
12017	LINCOLN COUNTY SHERIFF OF	0625	COMMUNICATIONS-0625	06/30/2025	2,300.00	
12017	LINCOLN COUNTY SHERIFF OF	0625	PRISONER CARE-0625	06/30/2025	180.00	
ANIMAL CONTROL						
10-55-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	015-0625	ANIMAL SHELTER	06/25/2025	84.96	
10-55-621 WATER						
11015	K-D JOINT POWERS BOARD	7221850-0625	WATER - ANIMAL SHELTER	06/25/2025	64.79	
PUBLIC WORKS ADMINISTRATION						
10-65-630 STREET LIGHTING						
18009	ROCKY MOUNTAIN POWER	028/035-0625	STREET LIGHTING	06/25/2025	10.05	
18009	ROCKY MOUNTAIN POWER	053-0625	STREET LIGHTING (HOLLAND)	06/25/2025	12.88	
18009	ROCKY MOUNTAIN POWER	061-0625	SPINEL LIFT STATION	06/25/2025	31.95	
18009	ROCKY MOUNTAIN POWER	STREET LIGH	STREET LIGHTS	06/25/2025	4,120.54	
STREET MAINTENANCE						
10-66-240 GAS, OIL & LUBRICANTS						
14018	NORCO INC	0043976653	WELDING CYLINDER RENTAL	06/30/2025	15.00	
10-66-260 CONSTRUCTION & REPAIR SUPPLIES						
99066	DJ'S GLASS	122139	PROPANE	06/23/2025	118.40	
99092	TOM'S SEWER SERVICE	994861	CLEAN OUT STORM DRAINS-B	06/05/2025	200.00	
10-66-280 EQUIPMENT MAINTENANCE						
90271	INTERMOUNTAIN SWEEPER C	125209	SEG STEEL & BROOM	06/18/2025	930.00	
90272	INTERMOUNTAIN BOBCAT	P30744	TIRES, MOUNT, FUEL TUBE, FRI	06/17/2025	845.08	
10-66-410 TELECOMMUNICATIONS						
14015	NETWIZE	53840	STREETS - COMPUTER SUPPO	06/25/2025	58.61	
17099	CENTURYLINK	2374-0725	STREET DEPT.	07/01/2025	43.15	
22016	VERIZON WIRELESS	6117037635	CELL PHONE - CN	06/26/2025	40.57	
10-66-560 SAFETY						
15010	ONE-CALL OF WYOMING	76068	LOCATES - 0725	07/07/2025	122.85	
10-66-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0625	INDUSTRIAL PARK	06/25/2025	8.37	
18009	ROCKY MOUNTAIN POWER	060-0625	GARAGE & SHOP	06/25/2025	264.09	
18009	ROCKY MOUNTAIN POWER	072-0625	INDUSTRIAL PARK	06/25/2025	20.73	
18009	ROCKY MOUNTAIN POWER	106-0625	GARAGE PARKING LOT	06/25/2025	8.37	
10-66-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0625	WATER - 213 PINE	06/25/2025	65.99	
10-66-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0625	SEWER - 213 PINE	06/25/2025	31.91	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-66-710 EQUIPMENT LEASE						
60151	FIRST BANK OF WYOMING	0565-0725	DUMP TRUCK LEASES	07/01/2025	5,358.41	
SANITATION - OPERATIONS/MAINT.						
10-69-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2374-0725	SANITATION DEPT.	07/01/2025	23.23	
22016	VERIZON WIRELESS	6117037635	CELL PHONE - JB	06/26/2025	44.72	
10-69-420 POSTAGE						
60235	FREEDOM MAILING SERVICES I	50709	POSTAGE UTILITY BILLS	06/27/2025	550.47	
10-69-450 PRINTING & REPRODUCTION						
60235	FREEDOM MAILING SERVICES I	50709	PRINT UTILITY BILLS	06/27/2025	203.59	
21007	UPPER CASE PRINTING, INK.	3341	FLYERS - SANITATION BILLING	07/07/2025	112.86	
10-69-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	010-0625	INDUSTRIAL PARK	06/25/2025	4.51	
18009	ROCKY MOUNTAIN POWER	060-0625	GARAGE & SHOP	06/25/2025	142.19	
18009	ROCKY MOUNTAIN POWER	072-0625	INDUSTRIAL PARK	06/25/2025	11.16	
18009	ROCKY MOUNTAIN POWER	106-0625	GARAGE PARKING LOT	06/25/2025	4.51	
10-69-621 WATER						
11015	K-D JOINT POWERS BOARD	7201350-0625	WATER - 213 PINE	06/25/2025	35.54	
10-69-622 SEWER						
11015	K-D JOINT POWERS BOARD	7201350-0625	SEWER - 213 PINE	06/25/2025	17.19	
PARKS MAINTENANCE						
10-75-260 CONSTRUCTION & REPAIR SUPPLIES						
10078	ACE HARDWARE	06/25	TRASH BAGS, SANDBELT, STR	06/25/2025	23.56	
10078	ACE HARDWARE	06/25	VALVE REPAIR	06/25/2025	50.10	
10-75-285 BUILDING AND GROUNDS MAINTENAN						
10078	ACE HARDWARE	06/25	KEYS & PAINT SUPPLIES	06/25/2025	338.60	
10-75-360 CONTRACTUAL SERVICES						
10030	J SOLUTIONS, LLC	SM250476	SERVICE POTA RESTROOMS	06/27/2025	1,125.00	
10-75-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	002-0625	PARKS SHOP	06/25/2025	29.77	
18009	ROCKY MOUNTAIN POWER	018-0625	FRONTIER FIELDS	06/25/2025	29.56	
18009	ROCKY MOUNTAIN POWER	046-0625	DVILLE GATEWAY	06/25/2025	31.28	
18009	ROCKY MOUNTAIN POWER	055-0625	PIZ PARK (COULSON)	06/25/2025	32.88	
18009	ROCKY MOUNTAIN POWER	058-0625	COLD STORAGE	06/25/2025	77.98	
18009	ROCKY MOUNTAIN POWER	062-0625	KMER GATEWAY POE	06/25/2025	34.33	
18009	ROCKY MOUNTAIN POWER	067-0625	RANGER PARK	06/25/2025	28.72	
18009	ROCKY MOUNTAIN POWER	071-0625	RIVER SPRINKLER PUMPS	06/25/2025	164.48	
18009	ROCKY MOUNTAIN POWER	091-0625	ARCHIE NEIL CONCESSIONS	06/25/2025	34.50	
10-75-621 WATER						
11015	K-D JOINT POWERS BOARD	1961821-0625	PP&L SUBSTATION	06/25/2025	28.28	
11015	K-D JOINT POWERS BOARD	7205261-0625	SPRINKLER - TRIANGLE	06/25/2025	602.36	
11015	K-D JOINT POWERS BOARD	7208851-0625	WATER - ARCHIE NEIL PARK	06/25/2025	1,582.63	
11015	K-D JOINT POWERS BOARD	7221890-0625	WATER - PARKS SHOP	06/25/2025	64.79	
11015	K-D JOINT POWERS BOARD	9002632-0625	WATER - RANGER PARK	06/25/2025	331.78	
11015	K-D JOINT POWERS BOARD	9007482-0625	WATER - PIZ PARK (WEST)	06/25/2025	206.37	
11015	K-D JOINT POWERS BOARD	9007492-0625	WATER - PIZ PARK (EAST)	06/25/2025	180.10	
COMMUNITY DEVELOPMENT/PLANNING						
10-86-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	185820	PLANNING & ZONING - 5/25	06/19/2025	740.10	
10069	JUB ENGINEERS INC	186263	PLANNING & ZONING - 6/24	06/26/2025	1,744.50	
13012	MC2 ENGINEERING & CONSTR	4036	GRANT APPLICATION - SAFE S	07/03/2025	4,000.00	
19010	SHUMS CODA ASSOCIATES	11174	BUILDING INSPECTION - 0525	06/20/2025	240.00	
10-86-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7103990326	MONTHLY PHONE SERVICE - P	07/01/2025	11.14	
MUNICIPAL COURT						
10-88-340 LEGAL SERVICES - COURT						
19031	STOUT LAW CENTER, LLC	07-25	PROSECUTING ATTORNEY	07/01/2025	1,500.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
10-88-410 TELECOMMUNICATIONS						
70275	GOTO TECHNOLOGIES USA, IN	IN7103990326	MONTHLY PHONE SERVICE - C	07/01/2025	11.14	
GOLF COURSE FUND						
OPERATIONS AND MAINTENANCE						
54-73-220 TECHNICAL SUPPLIES						
10078	ACE HARDWARE	06/25	KEY	06/25/2025	5.98	
54-73-280 EQUIPMENT MAINTENANCE						
10078	ACE HARDWARE	06/25	SCREWS	06/25/2025	3.80	
54-73-410 TELECOMMUNICATIONS						
14015	NETWIZE	53840	GOLF MAINT. - COMPUTER SUP	06/25/2025	29.32	
22016	VERIZON WIRELESS	6117037635	CELL PHONE - GOLF MAINTEN	06/26/2025	52.67	
54-73-560 SAFETY						
10078	ACE HARDWARE	06/25	SUNSCREEN & BUG SPRAY	06/25/2025	75.14	
54-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	012-0625	GOLF MAINT. SHOP	06/25/2025	105.59	
18009	ROCKY MOUNTAIN POWER	048-0625	SECURITY LIGHT	06/25/2025	25.77	
18009	ROCKY MOUNTAIN POWER	049-0625	SODIUM VAPOR POLE	06/25/2025	10.05	
18009	ROCKY MOUNTAIN POWER	052-0625	GOLF CART SHED	06/25/2025	32.56	
18009	ROCKY MOUNTAIN POWER	069-0625	SECURITY LIGHT	06/25/2025	25.77	
18009	ROCKY MOUNTAIN POWER	071-0625	RIVER SPRINKLER PUMPS	06/25/2025	928.18	
54-73-621 WATER						
11015	K-D JOINT POWERS BOARD	7225060-0625	WATER - GOLF MAINT. SHOP	06/25/2025	64.79	
54-73-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225060-0625	SEWER - GOLF MAINT. SHOP	06/25/2025	49.10	
54-73-710 EQUIPMENT LEASES						
23002	WAM-WCCA	4265E	REPLACE GOLF COURSE PUM	07/01/2025	550.00	
54-73-720 EQUIPMENT RENTAL						
10030	J SOLUTIONS, LLC	SM250476	SERVICE PORTA RESTROOMS	06/27/2025	360.00	
OPERATIONS/MAINTENANCE-BALLFLD						
54-77-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	016-0625	LITTLE LEAGUE CONCESSION	06/25/2025	114.84	
18009	ROCKY MOUNTAIN POWER	068-0625	STORAGE SHED	06/25/2025	29.67	
18009	ROCKY MOUNTAIN POWER	071-0625	RIVER SPRINKLER PUMPS	06/25/2025	58.75	
18009	ROCKY MOUNTAIN POWER	077-0625	LITTLE LEAGUE CROWS NEST	06/25/2025	13.99	
54-77-621 WATER						
11015	K-D JOINT POWERS BOARD	7225082-0625	WATER - BALLFIELD RESTROO	06/25/2025	64.79	
54-77-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225082-0625	SEWER - BALLFIELD RESTROO	06/25/2025	46.88	
CLUBHOUSE						
54-80-410 TELECOMMUNICATIONS						
14015	NETWIZE	53840	CLUBHOUSE - COMPUTER SUP	06/25/2025	29.32	
22016	VERIZON WIRELESS	6117037635	CELL PHONE- GOLF CLUBHOU	06/26/2025	40.57	
54-80-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	070-0625	GOLF CLUBHOUSE	06/25/2025	416.22	
18009	ROCKY MOUNTAIN POWER	076-0625	RV SPACE	06/25/2025	21.84	
54-80-621 WATER						
11015	K-D JOINT POWERS BOARD	7225051-0625	WATER - RV SPACE	06/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0625	WATER - CLUBHOUSE	06/25/2025	78.71	
54-80-622 SEWER						
11015	K-D JOINT POWERS BOARD	7225051-0625	SEWER - RV SPACE	06/25/2025	15.00	
11015	K-D JOINT POWERS BOARD	7225071-0625	SEWER - CLUBHOUSE	06/25/2025	50.94	
54-80-810 SUBSCRIPTIONS, MEMBERSHIPS,DUE						
30121	CITY OF KEMMERER ACCT.	5208	LIQUOR LICENSE RENEWAL	07/01/2025	150.00	
54-80-860 SPECIAL PROJECTS AND PROGRAMS						
99230	KRELL, TAMMY	3	T-SHIRTS (13)	06/26/2025	156.00	

AIRPORT FUND**OPERATIONS AND MAINTENANCE**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
55-73-270 RADIO MAINTENANCE						
40065	DBT TRANSPORTATION SERVI	90179318	AWOS MAINTENANCE	07/01/2025	1,735.75	
55-73-285 BUILDING MAINTENANCE						
20006	TOM'S HVAC LLC	6861	AIRPORT AC REPAIR	07/03/2025	288.99	
55-73-360 CONTRACTUAL SERVICES						
10069	JUB ENGINEERS INC	185822	ENG-GEN SERVICES-5/25	06/19/2025	2,876.30	
15020	OUTLAW SUPPLY, INC.	8088-0625	JANITORIAL - AIRPORT	06/30/2025	147.00	
55-73-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2343-0725	AIRPORT	07/01/2025	87.18	
17099	CENTURYLINK	3534-0725	AIRPORT	07/01/2025	71.38	
17099	CENTURYLINK	9838-0725	AWOS	07/01/2025	151.16	
22016	VERIZON WIRELESS	6117037635	TABET AND CELL PHONE - AIRP	06/26/2025	80.58	
55-73-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4454	FIRE ALARM SYSTEM - AIRPOR	07/01/2025	50.00	
55-73-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	008-0625	AIRPORT SECURITY LIGHTING	06/25/2025	34.51	
18009	ROCKY MOUNTAIN POWER	017-0625	AIRPORT EQUIP BLDG	06/25/2025	38.91	
18009	ROCKY MOUNTAIN POWER	063-0625	AIRPORT HANGER #8	06/25/2025	29.67	
18009	ROCKY MOUNTAIN POWER	073-0625	AIRPORT TERMINAL	06/25/2025	200.65	
18009	ROCKY MOUNTAIN POWER	090-0625	AIRPORT VAULT	06/25/2025	218.78	
55-73-621 WATER						
11015	K-D JOINT POWERS BOARD	8000108 - 062	WATER POINT KEY A-10	06/25/2025	77.45	
AIRPORT CAPITAL						
55-75-014 REHAB R/W LIGHT & REPLACE WIND						
10069	JUB ENGINEERS INC	185750	ENG-LIGHTING & WINDCONES	06/18/2025	1,090.00	
10069	JUB ENGINEERS INC	185751	ENG-LIGHTING & WINDCONES	06/18/2025	4,358.50	
55-75-015 2025 SEAL COAT & MARK PVMTS						
10069	JUB ENGINEERS INC	185814	ENG-2025 SEAL COAT & MARK	06/19/2025	2,591.95	
EVENT AND RECREATION FUND						
REC CENTER OPERATIONS						
56-82-210 OFFICE SUPPLIES						
80025	MOUNTAIN WEST BUSINESS S	48448	COPIES	06/06/2025	18.11	
56-82-360 CONTRACTUAL SERVICES						
14015	NETWIZE	53840	REC - COMPUTER SUPPORT	06/25/2025	365.71	
15020	OUTLAW SUPPLY, INC.	8089-0625	JANITORIAL-REC CENTER	06/30/2025	454.25	
56-82-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2365-0725	REC CENTER	07/01/2025	63.90	
17099	CENTURYLINK	2365-0725	REC ADMIN	07/01/2025	31.48	
17099	CENTURYLINK	2366-0725	REC CENTER	07/01/2025	44.47	
17099	CENTURYLINK	2366-0725	REC ADMIN	07/01/2025	21.91	
56-82-450 PRINTING & REPRODUCTION						
80025	MOUNTAIN WEST BUSINESS S	INV47442	COPIES	04/07/2025	39.11	
56-82-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	084-0625	REC CENTER	06/25/2025	954.35	
56-82-621 WATER						
11015	K-D JOINT POWERS BOARD	7221750-0625	WATER - REC CENTER	06/25/2025	359.60	
56-82-622 SEWER						
11015	K-D JOINT POWERS BOARD	7221750-0625	SEWER - REC CENTER	06/25/2025	49.10	
LEISURE PROGRAMS						
56-84-220 TECHNICAL SUPPLIES						
10078	ACE HARDWARE	06/25	MURIATIC ACID	06/25/2025	50.97	
56-84-510 TRAINING						
99211	SMITH, MEGAN	20347032	LIFEGUARD CERTIFICATIONS	06/27/2025	295.00	
56-84-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	040-0625	SWIMMING POOL	06/25/2025	63.16	
56-84-621 WATER						
11015	K-D JOINT POWERS BOARD	7208842-0625	WATER- SWIMMING POOL	06/25/2025	366.72	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Location/Training
56-84-622 SEWER						
11015	K-D JOINT POWERS BOARD	7208842-0625	SEWER - SWIMMING POOL	06/25/2025	265.02	
OUTDOOR POOL						
56-88-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2368-0725	OUTDOOR POOL	07/01/2025	81.38	
56-88-710 EQUIPMENT LEASES						
23002	WAM-WCCA	4266E	OUTDOOR POOL BOILER LEAS	07/01/2025	208.00	
CULTURAL ARTS AND EVENTS ADMINISTRATION						
57-43-360 CONTRACTUAL SERVICES						
15020	OUTLAW SUPPLY, INC.	8090-0625	JANITORIAL-EVENT CENTER	06/30/2025	577.50	
57-43-410 TELECOMMUNICATIONS						
10081	ALL WEST COMMUNICATIONS	0212-0725	PHONE SERVICE - EC	07/01/2025	88.72	
10081	ALL WEST COMMUNICATIONS	0212-0725	PHONE SERVICE - LINC. CTY	07/01/2025	133.08	
10081	ALL WEST COMMUNICATIONS	0212-0725	INTERNET - SLTEC	07/01/2025	125.90	
10081	ALL WEST COMMUNICATIONS	0212-0725	LONG DISTANCE - EC	07/01/2025	2.40	
10081	ALL WEST COMMUNICATIONS	0212-0725	FAX & LONG DISTANCE - LINC.	07/01/2025	38.82	
10081	ALL WEST COMMUNICATIONS	0628-0725	IP CONNECTION SLTEC TO CH	07/01/2025	15.00	
14015	NETWIZE	53840	SLETC - COMPUTER SUPPORT	06/25/2025	336.41	
17099	CENTURYLINK	2226-0725	EVENT CENTER	07/01/2025	66.38	
57-43-560 SAFETY						
90264	INTERMOUNTAIN FIRE PROTEC	4454	FIRE ALARM SYSTEM - EC	07/01/2025	50.00	
57-43-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	071-0625	RIVER SPRINKLER PUMPS	06/25/2025	23.50	
18009	ROCKY MOUNTAIN POWER	086-0625	EVENTS CENTER	06/25/2025	1,245.09	
57-43-621 WATER						
11015	K-D JOINT POWERS BOARD	7240400-0625	WATER - EVENTS CENTER	06/25/2025	210.60	
57-43-622 SEWER						
11015	K-D JOINT POWERS BOARD	7240400-0625	SEWER - EVENTS CENTER	06/25/2025	65.61	
57-43-840 REFUNDS						
99251	STATE OF WYOMING DEQ	REFUND	EVENTS CENTER RENTAL OVE	07/07/2025	258.00	
VISITORS' SERVICES						
57-45-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	005-0625	VISITOR CENTER	06/25/2025	40.01	
18009	ROCKY MOUNTAIN POWER	085-0625	TRIANGLE PARK - SOUND EQUI	06/25/2025	31.78	
57-45-621 WATER						
11015	K-D JOINT POWERS BOARD	7205270-0625	WATER - VISITOR CENTER	06/25/2025	64.79	
57-45-622 SEWER						
11015	K-D JOINT POWERS BOARD	7205270-0625	SEWER - VISITOR CENTER	06/25/2025	49.10	
RENTAL FUND						
OLD CITY HALL RENTALS						
60-93-360 CONTRACTUAL SERVICES						
90264	INTERMOUNTAIN FIRE PROTEC	4454	FIRE ALARM SYSTEM - OTH	07/01/2025	50.00	
15020	OUTLAW SUPPLY, INC.	8091-0625	JANITORIAL - 700 CEDAR	06/30/2025	204.75	
60-93-410 TELECOMMUNICATIONS						
17099	CENTURYLINK	2241-0725	700 CEDAR	07/01/2025	61.88	
17099	CENTURYLINK	2254-0725	700 CEDAR	07/01/2025	61.88	
17099	CENTURYLINK	2915-0725	700 CEDAR	07/01/2025	78.18	
60-93-620 ELECTRIC						
18009	ROCKY MOUNTAIN POWER	075-0625	700 CEDAR	06/25/2025	346.56	
60-93-621 WATER						
11015	K-D JOINT POWERS BOARD	7202281-0625	WATER 700 CEDAR	06/25/2025	64.79	
60-93-622 SEWER						
11015	K-D JOINT POWERS BOARD	7202281-0625	SEWER 700 CEDAR	06/25/2025	43.38	

Grand Totals:

136,837.76

Automatic Payments/Debits

Date	Payee	Payment Description	Amount
6/26/25	Wyoming Workers Compensation	Quarterly Payment	\$21,545.12
6/23/25	Wyoming Liquor Division	Hard Liquor Order	\$929.69
6/25/25	Western Wyoming Beverage	Malt Beverage Order	\$146.50
6/25/25	Western Wyoming Beverage	Malt Beverage Order	\$274.36
6/25/25	Teton Dist.	Malt Beverage Order	\$462.25
06/24/25	Department of Workforce Services	2nd Qtr 2025 Workers Comp Premiums	\$21,545.12
7/1/25	Teton Dist.	Malt Beverage Order	\$20.40
06/30/25	Core Business Tech. (secure instant pymt)	Monthly Fee	\$19.95
7/9/25	Western Wyoming Beverage	Malt Beverage Order	\$107.05
7/9/25	Teton Dist.	Malt Beverage Order	\$254.95
		Total:	\$45,305.39

Date Approved: _____ 07/14/2025

Mayor _____

Council _____

Council _____

Council _____

Council _____

Council _____

Council _____

Treasurer _____

Consent Agenda

(c)

Approve Budget
Amendments 2025-01
through 2025-03

Consent Agenda (d)

Approve Bootlegger's
Bar and Grill Liquor
License

Consent Agenda (e)

APPLICATION FOR 24 HR MALT BEVERAGE/CATERING PERMIT

Licensing Authority: City of Kemmeyer

Name of Event: Oyster Ridge Music Festival

Permit From: 07/25/2025 To: 07/26/2025 Local Permit Number: _____

Number of Days Permitted: 2 Fee per day: \$10 Total Fee: \$20

Applicant: Original Oyster Guys Inc. D/B/A: ORMF

Contact Person: Kayla Nishi Phone: (307) 800-4025

Company Location: _____ City: Kemmeyer State: WY Zip: 83101

Mailing Address: PO Box 424 City: Kemmeyer State: WY Zip: 83101

Business Phone: _____ Residence Phone: _____

Location of Sales: Triangle Park, Pine Ave, S Main St & J.C. Penney Drive

Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following:

As an applicant for a 24 hour malt beverage or catering permit, are you:

A nonprofit corporation organized under the laws of this state; YES NO

Qualified as a tax exempt organization under the Internal Revenue Code; YES NO

And have been in continuous operation for not less than two (2) years. YES NO

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL PARTNERSHIP CORPORATION LLC LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicants Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michael LOZIER	11/24/84	10641 HWY 233 Kemmeyer, WY 83101	814-660-1888	0	-	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Brandon Theule	11/6/89	2435 Aspen Springs Rd Kemmeyer WY 83101	406-574-0652	0	-	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Kayla Nishi	11/15/90	511 OPAL ST. Kemmeyer, WY 83101	307-800-4025	0	-	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

Tabled Business (a)

AGENDA ITEM # 2 TABLED BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: ~~May 27, 2025~~
~~June 9, 2025~~
~~June 23, 2025~~
July 14, 2025

SUBJECT: 3rd Reading on Ordinance No. 2025-898, Amending Chapter 2

DESCRIPTION/JUSTIFICATION:

The City of Kemmerer currently sets the mayor and council’s pay by ordinance. The attached ordinance would change Chapter 2 Section 47 to set the mayor and council’s pay from time to time by resolution.

This would eliminate having to change the ordinance to set the mayor and council’s salaries per the annual budget.

At the first reading on May 27th 2025, the Mayor asked staff add changes he had suggested and asked the Council to review Chapter 2 for any other changes they thought needed to be done. The City Attorney is also reviewing the ordinance according for compliance with State of Wyoming statute.

At the 2nd Reading on June 9, 2025, the City Attorney said that the proposed changes to Mayor and Council pay did not follow the state ordinance. Those changes have been taken out.

Additional minor changes were suggested in making he/she and similar language consistent with the intent of that language which was previously added. Staff has researched another way to make those types of changes that will cost significantly less to publish them in the paper, by putting most of them in one paragraph by reference, and would appreciate tabling this item to have more time to make such corrections. Staff has also researched the proposed changes in Section 2-42 regarding contracts for public improvements and needs more time to integrate language from State Statute (15-1-113), City Sole-Sourcing Policy (which we recommend be turned into a resolution), and City Local Preference Policy per Resolution 98-439. City Attorney also needs to re-write section 2-10 on “Order of Business” and research state statute on 2-16 regarding abstaining from voting.

At the 3rd Reading on June 23, 2025, the City Council tabled this item. The following language could be considered to amend the ordinance:

“Whenever in this ordinance chapter the pronoun "he" is used, it shall be deemed to include and refer to all persons, partnerships, corporations, joint ventures, trusts, limited liability companies,

associations, clubs, or any other legal entity or entities subject to the provisions of this ordinance chapter, regardless of gender, number, or legal classification. The use of the masculine pronoun is for convenience of reference only and shall not be construed to exclude any person or entity from the application, requirements, prohibitions, penalties, or enforcement provisions of this ordinance chapter. This rule of construction shall apply throughout this ordinance chapter unless the context clearly indicates otherwise. All ordinances enacted under the jurisdiction of Wyoming shall be interpreted in accordance with this provision. For purposes of clarity, the pronouns "she," "they," and "it" shall likewise be deemed to include all persons or entities subject to this ordinance chapter.”

Staff recommends instead to put this in Chapter 1 (General Provisions) to have it apply to all Chapters of City Code that may need such language in the future, which would save significant publishing costs. The City Attorney is working on researching WY state statute and updating other language.

RECOMMENDED ACTION:

Table on 3rd Reading Ordinance No. 2025-898, Amending Chapter 2.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator and Natasia Diers, City Clerk-Treasurer

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CHAPTER 2

ADMINISTRATION

[In order to save money on publishing, need a paragraph referencing all references to he/him/his, etc. to be he/she, him/her, his/her, councilman/council member, etc.]

ARTICLE I. IN GENERAL

SECTION 2-1. MEETINGS GENERALLY - TO BE OPEN; INFORMATION REQUIRED OF ATTENDING PUBLIC.

- (a) All meetings of the city council and all other boards, commissions and agencies of the city shall be open to the public at all times, except as provided in Sections 2-2 and 2-3. No action of such a body shall be taken except during a public meeting.
- (b) A member of the public shall not be required, as a condition of attendance at any meeting, to register his name, to supply information, to complete a questionnaire, or fulfill any other conditions precedent to his attendance except that a person seeking recognition may be required to give his name and affiliation.

SECTION 2-2. SAME - EXECUTIVE SESSIONS.

Executive sessions, not open to the public, of the city council and all other boards, commissions and agencies of the city may, upon vote of two-thirds (2/3) of the members present be held:

- (a) With the prosecuting attorney, city attorney, chief of police or their respective deputies, or other officers of the law, on matters posing a threat to the security of public or private property or a threat to the public's right of access;
- (b) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The city council may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the city council may deliberate on its decision in executive sessions;
- (c) On matters concerning litigation to which the city council is a party or proposed litigation to which the city council may be a party;

- (d) When the agency is a licensing agency while preparing, administering or grading examinations;
- (e) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price;
- (f) To consider acceptance of gifts, donations and bequests which the donor has requested in writing be kept confidential;
- (g) To consider or receive any information classified as confidential by law;
- (h) To consider accepting or tendering offers concerning wages, salaries, benefits and terms of employment during all ~~such~~ negotiations.

SECTION 2-3. SAME - DISRUPTION.

If any public meeting is ~~wilfully~~willfully disrupted by a person or group of persons so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored by the removal of the person or persons who are ~~wilfully~~willfully interrupting the meeting, the removal of such person or group from the meeting room may be ordered and the meeting continued, or the meeting may be recessed to another location. Procedures for readmitting an individual or individuals not responsible for disturbing the conduct of a meeting shall be established by the body conducting such meeting. Duly accredited members of the press or other news media, except those who participated in a disturbance, shall be allowed to attend any meeting permitted by this section.

ARTICLE II. CITY COUNCIL

DIVISION 1. MEETINGS OF CITY COUNCIL

SECTION 2-4. DATE AND TIME OF REGULAR MEETING.

Regular meetings of the council shall be held on the second (2nd) and fourth (4th) Monday of each month at an hour designated by the council; provided, that in all instances that such day is observed as a legal holiday for municipal offices, the regular meeting of the city council shall be held on the following day; provided, however, the council may change the date of a regular meeting by resolution and giving notice of the date and time of the change to a newspaper of general circulation in the City of Kemmerer not less than one (1) week before such meeting.

SECTION 2-5. SPECIAL MEETINGS.

Special meetings of the city council may be called from time to time by the mayor or any two (2) councilmen. The subject for the special meeting shall be submitted to the city council in writing; and the city clerk shall give notice of a special meeting to each

member of the governing body and to each newspaper of general circulation, radio or television station requesting such notice. The notice shall specify the time and place of the special meeting and the business to be transacted. The action of the city council at each special session shall be confined to the subject submitted in writing to the city council, and the minutes of the meeting shall be entered upon the journal of the city council by the city clerk.

The governing body of an agency may hold an emergency meeting on matters of serious immediate concern to take temporary action without notice. All action taken at an emergency meeting is of a temporary nature and in order to become permanent shall be reconsidered and acted upon at an open public meeting within forty-eight (48) hours.

SECTION 2-6. ADJOURNED OR RECESSED MEETINGS.

Adjourned or recessed meetings may be held at such times as the council may determine.

SECTION 2-7. PRESIDENT OF GOVERNING BODY; ACTING PRESIDENT; ELECTION, DUTIES, ETC.

The governing body may elect from their number a president who, in the absence of the mayor, shall preside at all meetings of the governing body. If the office of mayor is vacant, the president shall occupy the office until the vacancy is filled. The governing body may elect one (1) councilman to serve temporarily as acting president in the president's absence. The president and acting president, when occupying the place of the mayor, may exercise all of the powers of that office and have the same privileges as other members of the governing body. All acts of the president or acting president, while so acting, are as binding upon the council and upon the city as if done by the mayor.

The president and acting president of the City Council shall be elected at the first meeting in January in odd numbered years and shall serve a two year term.

SECTION 2-8. DUTIES OF CLERK AS TO JOURNAL.

It shall be the duty of the city clerk to keep the journal of the city council. The governing body shall designate a legal newspaper and publish the minutes of all of its meetings and the titles of all ordinances passed therein. The clerk shall, within forty-eight (48) hours after the adjournment of any regular or special meeting of the city council, furnish the legal newspaper a copy of the proceedings of such meeting for publication. Such copy shall include every bill presented to the city council showing the amount of the bill, the amount allowed, what the bill was for and by whom claimed. In addition the clerk shall be responsible for the safekeeping of such journal, and shall show it to the public when so requested.

DIVISION 2. RULES OF ORDER.

SECTION 2-9. CALL TO ORDER; QUORUM.

At the hour appointed for the meeting, the governing body shall be called to order by the presiding officer.

The city clerk, or some competent person acting for him, shall call the roll. If a quorum is present, the governing body shall proceed to the business which may come before it.

A majority of the governing body shall constitute a quorum for the transaction of business at any meeting.

SECTION 2-10. ORDER OF BUSINESS.

The order of business at each regular council meeting shall be as follows, and shall not in any case be altered, except by consent of a majority of the members present voting thereon. [Attorney re-writing to allow for more flexibility and adding "Presentations".]

- (a) Call to Order. The mayor, or in his/her absence, the president of the city council, shall call the meeting to order precisely at the appointed hour.
- (b) Roll Call. Before proceeding with the order of business, the clerk or his deputy shall call the roll of the members, and the names of those present shall be entered in the minutes.
- (c) Public Hearings. Unless otherwise provided, public hearing shall be scheduled as the first order of business when scheduled on the same night as a regular city council meeting.
- (d) Reading of the Minutes. Unless a reading of the minutes of a council meeting is requested by a member of the council, the minutes of the proceeding meeting, which have been furnished by the clerk to each councilman, shall be considered approved if correct, and errors rectified, if any exist.
- (e) Approve Agenda. The mayor shall determine if there are any proposed changes to the agenda. Once approved, business discussed shall be limited to that which is on the agenda.
- (f) Visitors Comments and Petitions. Petitions, remonstrances, communications and comments or suggestions from citizens present, shall be heard by the council. All such remarks shall be addressed to the council as a whole, and not to any member thereof. Such remarks shall be limited to a reasonable time and such determination will be in the discretion of the presiding officer. No other person than the individual speaking shall enter into the discussion without the permission of the presiding officer.

- (g) Reports by Officers. City officials and/or committees shall present such reports as may be required by the city council.
- (h) Old Business. The council shall consider any business that has been previously considered and which is still unfinished.
- (i) New Business. The Council shall consider any business not heretofore considered, including the introduction or readings of ordinances and resolutions.
- (j) Councilmember Comments. Comments, suggestions, questions or reports shall be heard from individual councilmembers at this time.
- (k) Mayor's Comments. Comments, suggestions, questions or reports shall be given by the Mayor or presiding officer of the meeting.
- (l) Approve Payment of Bills. As provided in Section 2-31 of the Kemmerer City Code, no bills or claims against the city shall be allowed except as authorized by written requisition, except salaries of city officials, until approved by a majority of the council.
- (m) Adjournment. The council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall always be in order and decided without debate.

SECTION 2-11. PRESERVATION OF ORDER.

The mayor or presiding officer shall preserve order, prevent personal reflections, confine members in debate to the questions, and shall decide who shall be first heard when two (2) members arise at the same time. Any member of the council when called to order by the presiding officer shall at once suspend his remarks.

SECTION 2-12. RECOGNITION BY PRESIDING OFFICER.

Each councilman before speaking on any question shall address himself to the presiding officer by his proper title, and shall not proceed with his remarks until recognized and named by the presiding officer.

SECTION 2-13. MOTIONS - GENERALLY.

No question on a motion shall be debated or put to a vote unless the same be seconded. When a motion is seconded it shall be stated by the presiding officer before debate or action thereon. Any motion shall be reduced to writing by the councilman making it, if the presiding officer or councilman shall ask it.

SECTION 2-14. DIVISION OF QUESTION.

If the question before the council contains more than one (1) distinct proposition, any councilman may have the same divided.

SECTION 2-15. REASON FOR VOTING.

Any member of the council may state his reason for voting upon any question either immediately before or immediately after the vote is taken, but he shall confine his remarks to the subject under consideration.

SECTION 2-16. VOTING OF COUNCILMEN.

Each member of the council who shall be present when a question is to be voted upon shall vote thereon, unless ~~they wish to abstain, other than for a conflict of interest~~~~excused therefrom by the council.~~ [Attorney checking state statute on this.] He may, before the vote is called for, give his reasons for not voting. If he is directly interested in the question he shall not vote. When he is on trial he shall not vote.

SECTION 2-17. RECORD OF AYES AND NAYS.

On the question of the passage of an ordinance or resolution the vote of the council shall be taken by ayes and nays and a record of the same shall be made upon the journal, which shall show how each member voted.

SECTION 2-18. CALL FOR AYES AND NAYS; RECORD; CHANGE OF VOTE.

The ayes and nays shall be taken at the request of a councilman, and a record of the same, together with the name of the councilman calling for the division, shall be entered upon the journal, which shall show how each member voted. Any member can change his vote previous to the announcement of the vote of the council.

SECTION 2-19. PRECEDENCE OF SUBSIDIARY MOTIONS.

When a question is before the council no motion shall be received, except as herein specified, which motion shall have precedence in the order stated as follows:

- (a) To adjourn.
- (b) The previous question.
- (c) To lay on the table.
- (d) To close debate at specified time.

- (e) To especially assign to a time certain.
- (f) To refer to a committee.
- (g) To amend.
- (h) To postpone indefinitely.

These several motions shall not be applied to each other, except that the motion to assign, refer, amend or to close debate at a specified time, may be amended; and the previous question may be demanded upon the amendment, which motion shall be decided without debate. When one (1) of these motions has been made, none of the other inferior to it in precedence shall be made, and in proceeding to vote motions pending shall be put in the order of their rank as above arranged. No motion or proposition or a subject different from that under consideration shall be admitted under color or amendment.

SECTION 2-20. MOTION TO ADJOURN.

A motion to adjourn the council shall always be in order, except:

- (a) When a member is in possession of the floor.
- (b) While a vote is being taken.
- (c) When adjournment was the last preceding motion.
- (d) When it has been decided that the previously question shall be taken.

A motion simply to adjourn cannot be amended; but a motion to adjourn to a time named may be amended and is open to debate.

The Mayor, Council President or other council member presiding or running the meeting, may adjourn the meeting without a motion when it's the next item on the agenda.

SECTION 2-21. PREVIOUS QUESTION.

The previous question shall be in this form:

"Shall the main question now be put?" It shall only be admitted when demanded by a majority of the members present, and its effect shall be to put an end to all debate and bring the council to a direct vote, first upon pending amendments, and then upon the main question.

When the previous question is decided in the negative, it shall leave the main question

under debate for the remainder of the meeting unless sooner disposed of by taking the question, or in some other manner.

SECTION 2-22. MOTION TO LAY ON THE TABLE.

A motion to simply lay a question on the table is not debatable. A motion to take the subject matter from the table may be proposed and carried into effect provided that two-thirds (2/3) of the councilmen present vote in favor thereof.

A motion to lay any particular proposition on the table shall apply to that proposition only.

SECTION 2-23. SPECIAL ORDER OF BUSINESS.

Any matter before the council may be set down as a special order of business at a certain time if two-thirds (2/3) of the councilmen present vote in the affirmative; but not otherwise.

When such time arrives, if the council is in session, the presiding officer or any councilman may call up such special order, which shall then be considered.

SECTION 2-24. MOTION TO AMEND.

A motion to amend an amendment shall be in order; but one to amend an amendment to an amendment shall not be entertained.

An amendment modifying the intention of a motion shall be in order; but an amendment relating to a different subject shall not be in order.

SECTION 2-25. MOTION TO STRIKE OUT AND INSERT.

On an amendment to "strike out and insert" the paragraph or sentence to be amended shall be first read as it stands, then the words proposed to be struck out, and then

those proposed to be inserted and finally the paragraph or sentence as it would stand if so amended.

SECTION 2-26. INDEFINITE POSTPONEMENT.

When a motion is postponed indefinitely, it shall not be taken up again at the same meeting.

SECTION 2-27. RECONSIDERATION.

A vote or question may be considered at any time during the same meeting, or at the first

regular meeting held thereafter.

A motion for reconsideration being once made and decided in the negative, shall not be renewed, nor shall a vote to reconsider be reconsidered.

A motion to reconsider must be made and seconded by a member who voted in the majority.

SECTION 2-28. PETITION, COMMUNICATIONS, ETC.

Petitions, memorials and all communications and papers addressed to the council, mayor or presiding officer, or presented by a councilman in his place, may be read by the city clerk, city administrator, mayor or mayor's designee at the request of a councilman or the presiding officer.

All petitions, memorials, communications and papers which may be filed with, or delivered to the city clerk prior to the meeting of the council shall be laid upon the desk of the mayor or presiding officer.

SECTION 2-29. RECORD OF NAMES OF MOVERS OF MOTIONS.

In all cases where a motion is entered upon the journal of the council, the name of the member moving the same shall also be entered.

SECTION 2-30. JOURNAL OF PROCEEDINGS.

The city clerk shall keep a correct journal of the proceedings of the council, and shall cause councilmen and officers of the city to be informed of such duties as they may be charged with by the council, from time to time, and he shall perform such other duties as appertain to him as city clerk. He shall not allow the journal, records, accounts or papers to be taken from his table or out of his custody, except by the regular mode of business of the council, or by an officer authorized so to do; and if any paper in his charge shall be missing he shall report the fact to the presiding officer at once, in order that the loss may be investigated.

The journal of the proceedings shall be open to the public for inspection at all reasonable times.

SECTION 2-31. ALLOWANCE OF BILLS OR CLAIMS.

No bills or claims against the city shall be allowed except as authorized by written requisition, except salaries of city officials, and until approved by a majority of the council.

SECTION 2-32. AMENDMENT OR REPEAL OF RULES.

The foregoing rules may be amended or repealed at a regular meeting of the council, provided that any proposed amendment or repeal has been proposed in writing at a previous meeting, and provided further that a majority of the council shall agree to the amendment or repeal.

ARTICLE III. ORDINANCES AND RESOLUTIONS

SECTION 2-33. ORDINANCES - MANNER OF ENACTMENT.

All laws of the city shall be enacted by the passage of ordinances, all of which shall be reviewed by the city attorney. All ordinances hereafter adopted and passed by the city council shall be introduced in writing or typewriting. Every ordinance, except emergency ordinances, shall have public reading on three (3) different days. Public reading may be by title only. At least ten (10) days shall elapse between the introduction and final passage of every ordinance, except emergency ordinances. For an emergency ordinance, the requirements of this section may be suspended by the affirmative vote of three-fourths (3/4) of the qualified members of the governing body. No franchise may be granted by emergency ordinance.

SECTION 2-34. ORDINANCES - FORM.

The style of all ordinances shall be "Be it ordained by the Mayor and City council of the City of Kemmerer, Wyoming". No ordinance, except one (1) making appropriations or one (1) for the codification of general revision of ordinances, may contain more than one (1) subject.

SECTION 2-35. ORDINANCE - VOTE REQUIRED.

- (a) A majority vote of all the qualified members of the city council shall be required for the passage of any ordinance.
- (b) Passage of an ordinance requires the affirmative vote of the majority of the qualified members of the governing body. Passage of an emergency ordinance requires the affirmative vote of three-fourths (3/4) of the qualified members of the governing body.
- (c) The mayor is entitled to sign or veto any ordinance passed by the governing body and to sign or veto any order, bylaw, resolution, award or vote to enter into any contract, or the allowance of any claim. A veto may be overridden by a vote of two-thirds (2/3) of all the qualified members of the council. If the mayor neglects or refuses to sign any ordinance and fails to return it with his objections in writing at the next regular meeting of the governing body, it becomes law without his signature. The mayor may veto any item of any appropriation ordinance and approve the remainder thereof. The items vetoed may be passed over the veto as

in other cases. The mayor does not have a vote in any matter involving the override of a veto.

SECTION 2-36. ORDINANCES - PUBLICATION, RECORDATION, EFFECTIVE DATE.

- (a) Every ordinance before becoming effective shall be published at least once in a newspaper of general circulation in the City of Kemmerer. Except that emergency ordinances shall become effective upon proclamation of the mayor, and as soon thereafter as practicable they shall be published and posted in the manner required of all ordinances.
- (b) Every ordinance shall, within a reasonable time after passage, be signed by the mayor and attested by the clerk and recorded in a book kept for that purpose. The attestation of the clerk shall show that the ordinance was duly published and posted.

SECTION 2-37. AMENDMENT OR REPEAL OF CODE PROVISIONS.

The amendment or repeal of existing provisions of this Code or the insertion of additional provisions in this Code shall be done in the following manner:

- (a) Ordinances amending existing sections shall designate, by section number, the sections which are affected and set out in full the entire ordinance or section as amended.
- (b) Ordinances repealing existing sections shall designate, by section number, the sections which are repealed.
- (c) Ordinances adding sections to the code shall designate where such sections are to be inserted.
 - (1) Section which should be placed between existing sections shall be numbered decimally as illustrated in the following example: An ordinance addition three (3) sections which should logically fall between Sections 1-2 and 1-3 would be numbered 1-2.1, 1-2.2 and 1-2.3 respectively.
 - (2) Ordinances adding new material not presently covered by a chapter heading in the code shall be inserted in alphabetical order between existing chapters based on the subject matter of the ordinance. The new chapter shall be numbered decimally as illustrated in the following example: An ordinance adding a new chapter which should be inserted between existing Chapters 2 and 3 would be numbered 2.1 with the individual sections of such chapter being number 2.1-1 et seq.

- (3) Nothing in subsection (c) of this section shall be interpreted as prohibiting the rearrangement of such additional materials by the official codifier of the city's ordinances in order to insure the proper codification of such ordinances.

SECTION 2-38. REPEAL OF REPEALERS.

The repeal of an ordinance which repeals a former ordinance or provision of this Code shall not revive the former ordinance or provision of this Code unless expressly so provided.

SECTION 2-39. RESOLUTIONS - REQUIRED.

Resolutions shall be used in every case where an ordinance is not required. Resolutions shall be appropriate in the following instances:

- (a) Setting fees;
- (b) Adoption of policy concerning employees, utility services or equipment;
- (c) Expressing the will, intent or opinion of the Council;
- (d) Authorizing the issuance of bonds;
- (e) And in every other case where it is deemed in the public interest that a full and permanent record be made and kept of the action of the city council.

SECTION 2-39.1. SUSPENSION OF CODE REQUIREMENTS.

The City Council may by majority vote of its members, approve, by resolution, the temporary suspension of one or more sections of the City Code upon a finding after a public hearing that said action is as a result of an actual emergency or will result in an economic and civic benefit to the citizens of the City of Kemmerer. The following code sections may be suspended for the duration of the emergency or for that period of time designated in the Council's resolution:

Sections 3-1, 3-2, 3-3 Advertising
Sections 5-6, 5-13 Animals
Chapter 6 Bicycles
Section 9-3 Fuel Storage
Section 9-4 Bonfires
Section 9-5, 9-6 Waste Materials
Sections 11-19 thru 11-22 Business Licenses
Section 12-3 R.V. Parks

Section 13-69 Snowmobiles
Section 15-4 Camping
Sections 17-15, 17-19 Junk Dealers
Sections 19-1, 19-3 Sidewalks/Obstructions
Sections 21-9 thru 21-17 Transient Merchants
Section 23-35 Livestock
Sections 23-42, 23-43 Signs
Section 23-49 Campers, Trailers, etc.

SECTION 2-40. RESOLUTIONS - NUMBERING, RECORDATION.

Resolutions shall be numbered consecutively giving first the calendar year; and shall bear a title which shall set forth in general terms its subject matter; shall contain a resolving clause; and shall bear the date, signature of the mayor, attestation of the city clerk and the city seal. The city clerk shall keep a permanent log book in which the original of each resolution considered, whether adopted or not, shall be kept.

SECTION 2-41. RESOLUTIONS - STYLE.

The style of a resolution shall be "Be it resolved by the City Council of the City of Kemmerer, Wyoming".

ARTICLE IV. PUBLIC CONTRACTS; CONFLICTS OF INTEREST

SECTION 2-42. CONTRACTS FOR PUBLIC IMPROVEMENTS - GENERALLY.

- (a) All contracts, except for professional, medical, legal or engineering services, for purchases of property or for any public improvement, contracts relating to the municipal water supply, public buildings and public places, and any other public work or improvement for the City of Kemmerer shall be advertised for bid when the cost exceeds ~~Seventy-Five~~ Thousand ~~Five Hundred~~ Dollars (\$~~75,050~~00.00) and if there is an automobile or truck for trade-in, it shall be included as a part of the advertisement and bid. [City Attorney getting proper language for WS 15-1-113 on quotes and proposals. City follows state statute on purchasing and also has Sole-Sourcing purchasing policy approved by Kemmerer City Council on 8-12-19, which would be best if turned into a resolution, and also has Local Preference Policy per Resolution 98-439 that may need to be referenced here.]
- (b) The advertisement shall be published on two (2) different occasions, at least seven (7) days apart, in a newspaper of general circulation in the City of Kemmerer.
- (c) The published notice shall recite the place, date and time when bids will be received and publicly opened and the place where interested persons may obtain complete specifications of work to be performed.
- (d) The contract shall be let to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the city council, provided, that the city council may reject all bids submitted when it finds that none of them would serve the public interest. In selecting the lowest responsible bidder the council shall comply with the provisions of Title 16, Chapter 6, Wyoming Statutes (1977 Repub. Ed.), as the same may from time to time be amended, which statutes afford "resident" Wyoming contractors a preference.
- (e) The successful bidder shall give the city a bond in a penal sum equal to the amount of his bid, with two (2) sureties for the faithful performance of his contract. The sureties shall be residents of the State of Wyoming, who own property in the state amounting in the aggregate to double the amount of the bond upon which they become sureties, however, any surety or guaranty company, duly qualified to act as surety or guarantor in this state upon executing individual bonds, shall be accepted in lieu of such sureties.

SECTION 2-43. CONTRACTS; OFFICERS NOT TO BE INTERESTED.

- (a) No qualified member of the city council of the City of Kemmerer or any member

of that qualified member's immediate family may receive any monetary or other economic benefit from any contract to which the City of Kemmerer or anyone for its benefit is a party. The obligation on the part of the City of Kemmerer is void in any contract in which a monetary or other economic benefit will be received by a qualified member of the city council or his family who does not comply with subsection (b) of this section. Any money paid on the contract may be recovered by the City of Kemmerer from any persons by an action brought in the name of the City of Kemmerer.

- (b) Subsection (a) of this section does not apply to any qualified member of the city council or any member of that qualified member's immediate family who may receive any monetary or other economic benefit from any contract made by the city council if the qualified member complies with the following:
- (1) The interested person shall not participate in the consideration or discussion relating to said contract, and
 - (2) The interested person shall not attempt to influence the members of the city council in any way relating to said contract, and
 - (3) The interested person shall reveal the nature and extent of any monetary or other economic benefit he or any member of his immediate family may receive to the other members of the city council prior to considerations on said contract, and
 - (4) The interested person shall not vote on the matter of granting said contract, and
 - (5) The interested person shall absent himself during the consideration, discussion and vote on said contract and provided that the interested person shall not act, directly or indirectly, for the city council in inspection, operation, administration or performance under the contract in which he has such interest.

SECTION 2-44. WARRANTY AGAINST PROCUREMENT, ETC. OF PUBLIC CONTRACTS, LOANS, BOND ISSUES, AND GRANTS.

- (a) All public contracts entered into by the City of Kemmerer or coming within this Article shall contain the following warranty:

The City of Kemmerer, its mayor, council, engineer, attorney, and all other elected or appointed officers and agents warrant that none of the aforesaid nor either of them has been employed or retained to secure any public contract, loan, bond issue or grant from any agency whatsoever upon an agreement or understanding that a commission, percentage, brokerage or contingent fee would

be paid for securing any of the above, except as provided below.

No contract for the procurement of special engineering, legal, architectural or any other special service shall be let, allowed or approved for a fee other than a reasonable fee based upon time and reasonable charges for labor and services actually done and provided and materials actually furnished.

- (b) For any contract which is in violation of this warranty, the City of Kemmerer shall:
 - (1) Annul such contract without liability on its part; or, in its discretion,
 - (2) Deduct from the contract for such services the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 2-45. CONFLICTS OF INTEREST - DISCLOSURE REQUIRED.

- (a) Any mayor, councilman, city administrator, city engineer, city attorney or any person holding any appointed power
 - (1) who shall, during the time he may occupy such office or hold such appointing power and discharge the duties thereof, be interested directly or indirectly, in any contract for the construction of any city building, or work of any kind, erected or built for the use or benefit of the city in which he exercises any official jurisdiction; or
 - (2) who shall bargain for or receive any percentage, drawback, premiums, or profits, or money whatever on any contract, or for the letting of any contract or making any appointment wherein the city is concerned.

shall be deemed guilty of malfeasance in office and subject to removal in the manner provided by law.

- (b) If any such officer, official or person, as mentioned in subsection (a) hereof, shall be interested as aforesaid in any such contract, but shall disclose the nature and extent thereof to all contracting parties concerned therewith and shall absent himself during the considerations and vote thereon and not attempt to influence any of the contracting parties and not act directly or indirectly for the City of Kemmerer in inspection, operation, administration or performance of any such contract, then the said acts shall not constitute malfeasance. It shall be the duty of the mayor and council to inform the Lincoln County and Prosecuting Attorney of all such facts and disclose all evidence pertaining to such malfeasance of which they have knowledge.
- (c) All contracts executed in contravention of the provisions of this section are void.

SECTION 2-46. CONTINGENT REVENUE SOURCES AND FINANCIAL OBLIGATIONS.

No entity legally associated with the City of Kemmerer, Wyoming, including but not limited to, the Kemmerer/Southwest Lincoln County Airport Board, the Kemmerer Downtown Improvement Corporation, the Kemmerer Volunteer Fire Department, or the Kemmerer Zoning Board, shall apply for any federal and/or state grants-in-aid, or other financial assistance, without first (1st) obtaining the consent of the Kemmerer City Council.

ARTICLE V. OFFICERS AND DUTIES

DIVISION 1. ELECTIVE OFFICERS

SECTION 2-47. OFFICES, TERMS AND SALARIES.

- (a) The elective officers of the city are one (1) mayor and six (6) at-large council members. The term of office of mayor is four (4) years and the term of office of council members is four (4) years, and until his successor is qualified.
- (b) The city council, consistent with the city's ability to pay, shall fix the salaries for mayor and councilmembers . The salary for mayor shall be paid in twelve (12) or more installments and may not be less than Six Hundred Dollars (\$600.00) nor more than Six Thousand Dollars (\$6,000.00) per year. The salary for a council member shall not be less than Ten Dollars (\$10.00) for actual attendance at each regular meeting, special meeting, or committee meeting. The salaries shall be set by Ordinance.
- (c) The Mayor's salary shall be Four Hundred and Fifty Dollars (\$450.00) per month.
- (d) The Council Member's salary shall be Twenty Five Dollars (\$25.00) for actual attendance per meeting.

SECTION 2-48. MAYOR - DUTIES AND POWERS, GENERALLY.

Unless otherwise provided the mayor shall:

- (a) Preside at all meetings of the city council; the president will preside in the mayor's absence as provided in Section 2-7;
- (b) Have superintending control of all officers and affairs of the city;
- (c) Take care that the ordinances and laws are complied with;

- (d) Administer oaths;
- (e) Sign commissions and appointments;
- (f) Sign all bonds, contracts and other obligations required to be signed in the name of the city.

DIVISION 2. OTHER OFFICERS

SECTION 2-49. APPOINTIVE OFFICERS - GENERALLY.

- (a) The selection and appointment of officers and employees of the City of Kemmerer shall be made in conformance with the Charter Ordinance approved and adopted by the City of Kemmerer in accordance with law on the 12th day of April, 1982, as the same may from time to time be amended; and the personnel policies of the City of Kemmerer, as the same may from time to time be amended.
- (b) The city council, by ordinance or resolution, may specify conditions for any office or position to which a person is appointed under this section including:
 - (1) Level or range of salary;
 - (2) A description of the duties and responsibilities of the position;
 - (3) Term of appointment;
 - (4) Requirements for:
 - i. Promotions
 - ii. Suspension; and
 - iii. Hearing of appeals from decisions of the mayor to remove or discharge an appointee other than members of a board or commission, after which the governing body may affirm, modify or reverse the decision of the mayor; and
 - (5) Other matters which are part of the personnel policies of the city.

SECTION 2-50. CITY TREASURER - DUTIES.

The duties of the city treasurer shall be as follows:

- (a) Receive all money derived for the benefit of the city, from any and every source, in each instance giving his official receipt therefor.

- (b) Disburse the same only on proper orders signed by the mayor, attested by the city clerk, and having affixed thereto the corporate seal. Such orders shall be paid in the order of their issue. All orders and warrants on the city treasurer shall have specified therein the services or indebtedness for which same are drawn.
- (c) Keep permanent, accurate and complete accounts and records of all receipts, orders and warrants.
- (d) If, at any time, any orders and warrants are not paid for lack of funds, the city treasurer shall endorse the date of presentation across the back thereof, and the reason for nonpayment; and the holder of such order or warrant shall be entitled to receive interest thereon, at the lawful rate from such date until paid.
- (e) The city treasurer shall endorse upon or attach to every bond or other evidence issued by the city pursuant to law, a certificate that the same is within the lawful debt limit of the city and is issued pursuant to law. He shall sign such certificates in his official character.
- (f) The city treasurer shall at the end of each and every quarter and as often as required, render an account to the city council, under oath, showing the state of the treasury at the date of such account, amount of money remaining in each fund, amount paid therefrom, and the balance of the money in the treasury; he shall also accompany such accounts with a statement of all receipts and disbursements, together with all warrants redeemed and paid by him.
- (g) The city treasurer shall prepare and compile with the assistance of the mayor and city council and city officers, the annual budget as required by state law.
- (h) The city treasurer shall allow examination of his books, accounts, and vouchers by the city council or any elector of the city.
- (i) He shall also perform such other duties as may be required of him by the mayor or city council, or by law.

SECTION 2-51. CITY CLERK - DUTIES.

The duties of the city clerk shall be as follows:

- (a) Safely keep the corporate seal, papers, records and books belonging to the city.
- (b) Attend the meetings of the city council, recording the minutes thereof, which minutes, after approval of each meeting, shall be signed by the mayor, attested by the city clerk and have the city seal affixed.

- (c) Preserve consecutive record of all resolutions and ordinances passed by the council, promptly filing with each city department copies of any ordinance which may be of concern to such department; he shall also promptly file with the mayor a complete record of the titles of all ordinances, when the same are passed, and an exact copy of each governing ordinance, or ordinance requiring law enforcement.
- (d) Attest the signature of the mayor and affix the seal of the city to: All minutes of council proceedings, all resolutions and new ordinances passed, all bonds and business licenses issued, and such other documents as shall be required.
- (e) Attest all orders and warrants upon the city treasurer keeping an accurate and permanent record thereof.
- (f) Keep a record of all outstanding bonds against the city, showing the number and amount of each, for and to whom such bonds were issued, and when any bonds are purchased, or paid, or cancelled, such record shall show the fact, and in his annual report he shall describe particularly the bonds issued and sold during the year, and the terms of sale, with each and every item of expense thereof.
- (g) Issue business licenses in accordance with this Code and the city ordinances.
- (h) Perform such other duties as may be required of him by the mayor or the city council, or by law.

SECTION 2-52. CITY ATTORNEY - DUTIES.

The duties of the city attorney shall be as follows:

- (a) He shall commence, prosecute and defend all suits to which the city is a party, in all courts of the city and state.
- (b) Prosecute all suits for the violation of any provision of this Code or other city ordinance.
- (c) Give his advice to the mayor and any member of the city council on legal questions arising that relate to the business of the city.
- (d) Draw contracts to which the city is a party as directed by the mayor, council or city administrator.
- (e) Revise, when necessary, all ordinances prior to their final passage by the council.

- (f) Draft and prepare all ordinances when so requested by the mayor or any member of the city council or city administrator.
- (g) Attend the meetings of the council when directed by the mayor, council or city administrator.
- (h) Do all legal work relating to the city's business and perform such other duties as may be required of him by the mayor or the city council, or by law.

SECTION 2-53. CITY ENGINEER - DUTIES.

The duties of the city engineer shall be as follows:

- (a) He shall prepare maps, estimates, etc., when needed, or at the request of the mayor or council.
- (b) He shall make all surveys and establish grades for streets, sidewalks, curb and gutter and sewer installation.
- (c) He shall inspect the materials and workmanship of all curb and gutter and similar installations, supervise all such construction, and require the same to conform with certain specifications to be furnished by his office.
- (d) He shall issue such permits, when applied for, as may be authorized under this Code or other ordinances, or with the approval of the council in accordance with the provisions thereof.
- (e) He shall perform such other duties as may be required of him by the mayor or city council, or by law.

The city engineer may delegate such of his powers or duties to any of his assistants, as will render the maximum of service and efficiency in his department.

SECTION 2-54. DUTIES OF OTHER OFFICERS.

The duties of other appointive officers shall be as set forth under this Code or other ordinances pertaining to their respective departments.

SECTION 2-55. CITY ADMINISTRATOR - POWERS AND DUTIES.

- (a) The city council shall employ a city administrator, and fix compensation by contract or otherwise. The city administrator shall receive no other or additional salary for the performance of any of the duties required of him as city

- administrator. The city administrator is an employee and serves at the pleasure of the Governing Body, subject to the superintending control of the mayor. His salary may be changed from year to year, and he may be discharged and his employment terminated at any time by a majority vote of the city council.
- (b) The city administrator shall give a least thirty (30) days notice in writing to the city council before resigning his position. If the position becomes vacant for any reason, the city council shall immediately proceed to employ another person. If there is a delay in securing a new city administrator, the mayor shall act as city administrator at no additional compensation. He shall be vested with the authority and charged with the duties and responsibilities of the city administrator until a replacement is hired and qualified.
 - (c) The city council may employ experts to perform unusual or special services upon the recommendation of the city administrator or otherwise.
 - (d) The city administrator shall appoint a city clerk, city treasurer, police chief, and such other employees as he deems necessary for the health, safety and -welfare of the city, subject to the review and approval of the governing body. All employees employed by the city administrator shall be selected on merit. He shall fix their salaries, by and with the consent of the city council consistent with the city's ability to pay. Said employees shall be terminated only for cause or on account of lack of funding or lack of work.
 - (e) The city administrator shall attend all meetings of the city council and may recommend necessary and expedient measures. He shall prepare and submit to the city council reports required by it, or that he considers advisable. He shall keep the city council fully advised of the financial condition and its future needs. He shall prepare the budget annually, submit it to the city council and be responsible for its administration after adoption. He shall perform all duties imposed on him by the city council, not inconsistent with state law or city ordinances. The city administrator shall be the purchasing agent for the city.
 - (f) The city administrator shall manage any utility owned and operated by the city. The city council shall fix all rates and compensation to be paid by consumers of water, sewer, sanitation, electric current or any service furnished by any other public utility owned or operated by the city. The city administrator shall make and enforce their collection, or for the protection of the property and rights pertaining to such public utilities.

**ARTICLE VI. RULES OF PRACTICE AND
PROCEDURE FOR ADMINISTRATIVE HEARINGS**

SECTION 2-56. DEFINITIONS.

The following definitions shall prevail in the construction of these rules.

Agency means all boards, commissions, authorities, departments, bureaus and officers of the city except the city council and the municipal court judge.

Contested Case means a proceeding including but not restricted to rate-makings, price fixing and licensing, in which legal rights, duties or privileges of a party are required by law to be determined by an agency after an opportunity for hearing.

License includes the whole or part of an agency permit, certificate, approval, registration, franchise, charter or similar form of permission required by law, but does not include a license required solely for the purpose of raising revenue for the city.

Licensing includes the agency process respecting the grant, denial, renewal, modification, revocation, suspension, annulment, withdrawal or amendment of a license.

Party means each person or agency named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party.

Person means any individual, partnership, corporation, association, municipality, governmental subdivision or private or public organization of a character not an agency.

Rule means each agency statement of general applicability that implements, interprets and prescribes law, policy or ordinances of cities and towns, or describes the organization, procedures, or practice requirements of any agency. The term includes the amendment or repeal of a prior rule, but does not include:

- (a) Statements concerning only the internal management of an agency and not affecting private rights or procedures available to the public; or
- (b) Intraagency memoranda; or
- (c) Agency decisions and findings in contested cases; or
- (d) Rules concerning the use of public roads or facilities which are indicated to the public by means of signs and signals; or
- (e) Ordinances of cities and towns.

SECTION 2-57. INITIATION OF CONTEST.

All contested cases to which these rules of practice and procedure apply shall be initiated either by the city council, agency, or by a contestee, upon a written verified petition wherein shall be alleged the acts or omissions from which the contestee is aggrieved or adversely affected. The petition shall be filed within ten (10) days of the act or omission,

or discovery of the same, from which the petitioner is aggrieved or adversely affected.

SECTION 2-58. PETITIONS.

The verified petition shall be filed with the city clerk and shall set forth:

- (a) The name of the agency to which the petition is directed.
- (b) The name and address of each contestee and his attorney, if any.
- (c) The legal description and a plat plan of real property involved in the contest, if any.
- (d) A statement in ordinary and concise language, of the facts upon which the petition is based including reference of statutory law, ordinances, rules, regulations and orders, and including any instruments or regulations and orders, and including any instruments or documents, involved in the allegations therein contained.
- (e) A concise request or prayer for the specific relief desired.
- (f) Such other information as may be required from time to time by the city council or by any commission, board or agency of the city.

SECTION 2-59. SERVICE OF PETITION.

The petitioner shall cause to be served upon all agencies and persons named in the petition a full, true and correct copy thereof. Service shall be made personally or by registered or certified mail with return receipt thereof in accordance with the provisions of Rule 4, Wyoming Rules of Civil Procedure, provided, however, that personal service made within the City of Kemmerer may be made by a member of the Kemmerer police department. In the case of the agency service shall be made upon the mayor of the city council or the chairman of the board or commission involved. Proof of service shall be made in accordance with the provisions of said Rule 4.

SECTION 2-60. ANSWER.

The agencies or persons against whom the petition has been filed shall be allowed twenty (20) days from and after the date of service of the petition within which the file with the city clerk his, her or its answer or other appearance. A copy of such answer or other appearance shall be served upon the petitioner in accordance with the provisions of Rule 5, Wyoming Rules of Civil Procedure.

SECTION 2-61. DOCKET.

When a proceeding is instituted by the filing of a petition as herein provided, the city

clerk shall assign it a number and enter it with the date of its filing on a separate page of a docket provided for that purpose. The city clerk shall keep separate dockets for all agencies and shall establish a separate file for each docketed case, in which shall be placed all pleadings, documents, papers, transcripts, evidence and exhibits pertaining thereto, and all such items shall have noted thereon, the docket number assigned, and the date of filing. There shall be a filing fee in the amount of Five Dollars (\$5.00) which shall be paid to the city clerk at the time of filing of the verified petition.

SECTION 2-62. DEFAULT.

In the event of failure of either the council, commission, board or agency as the case may be, or any contestee to answer or otherwise appear within the time allowed by these rules, and provided that Section 2-57 hereof has been complied with, said agency or contestee so failing to answer or otherwise appear, shall not be allowed to answer or otherwise appear thereafter and after written notice to the petitioner, the proceeding will be brought before the agency to which it was presented for consideration and appropriate action.

SECTION 2-63. DISPOSITION WITHOUT HEARING.

Any proceeding initiated hereunder may be concluded by stipulation, agreed settlement, consent order or default of the parties or motion and order of dismissal if such disposition is approved by the agency before which it was initiated. If a proceeding is so disposed of, an appropriate order shall be entered and included in the case record.

SECTION 2-64. MOTIONS.

The agency before which the proceeding was initiated may, after ten (10) days notice given in accordance with Section 2-65 hereof, hear any motion filed in connection with any proceeding initiated pursuant to these rules.

SECTION 2-65. DISPOSITIONS AND DISCOVERY.

Any party to a proceeding initiated pursuant to these rules may take depositions and discovery in accordance with Section 16-3-107 (g), (h), Wyoming Statutes annotated (1977 Repub. Ed.), as the same may be from time to time amended or modified.

SECTION 2-66. PRE-HEARING CONFERENCE.

Prior to the day of hearing, the agency before which the proceeding was initiated may direct the parties to the proceeding or their attorneys to appear before the agency for a pre-hearing conference.

SECTION 2-67. HEARING.

After the issues of the case have been jointed the agency before which the proceeding was initiated shall set a date, time and place for hearing. The agency shall give notice of hearing to all parties to the proceeding in accordance with the provisions of Section 16-3-102, Wyoming Statutes annotated (1977 Repub. Ed.) as the same may from time to time be amended or modified. Such notice shall be given personally or by certified or registered mail with return receipt thereof not less than fifteen (15) days prior to the date of the hearing. If notice of hearing is given by mail, the computation of time shall begin to run on the date the notice is deposited in the United States mail. All issues and matters involved in a proceeding shall be presented on behalf of the council, commission, board or agency, as the case may be, by an officer or agent of such council, commission, board or agency as designated by it. Any contestee may be represented personally or by counsel subject to the provisions of Section 2-70 hereof.

SECTION 2-68. SUBPOENAS.

The presiding officer of the agency before which a proceeding is initiated pursuant to these rules shall, upon written request of any party to the proceeding, issue subpoenas for appearance or to produce books, papers, or other documents or subpoenas duces tecum in accordance with the provisions of Section 16-3-107 (c), (d), (e), (f), Wyoming Statutes annotated (1977 Repub. Ed.), as may from time to time be amended or modified.

SECTION 2-69. ORDER OF PROCEDURE AT HEARING.

As nearly as may be, hearings shall be conducted in accordance with the following order of procedure:

- (a) The presiding officer of the agency before which the hearing is being conducted shall announce that the hearing is convened upon the call of the docket number and title of the matter to be heard and shall direct the reading into the record of the formal notice of hearing given by the agency, and shall note for the record all subpoenas issued and all appearances of record including contestees and their counsels of record.
- (b) The petitioner or his or its agent or attorney shall be allowed to make an opening statement to briefly explain his position to the agency and to outline the evidence he proposes to offer.
- (c) The petitioner or his or its agent or attorney shall thereupon proceed to present his evidence. Witnesses may be cross-examined by the other parties and may be examined by members of the agency. All exhibits offered by and on behalf of the Petitioner shall be marked by letters of the alphabet beginning with "A".
- (d) The other party or parties shall, in the order of answers or appearances made, be heard in the same manner as the petitioner.

- (1) They shall be allowed to make an opening statement in the same manner and for the same purpose as the petitioner.
 - (2) Their evidence, witnesses and exhibits shall be presented and heard in the same manner as allowed the petitioner and their exhibits shall be marked by numbers beginning with "1".
- (e) The agency may, in its discretion, allow evidence to be offered out of order.
 - (f) At the conclusion of the presentation of the other party's evidence, the petitioner may present rebuttal evidence.
 - (g) At the conclusion of the petitioner's rebuttal evidence, or if there is no rebuttal evidence, at the conclusion of the other party's evidence, the chairman of the agency shall declare the evidence closed.
 - (h) Closing statements will be made in the following sequence:
 - (1) Petitioner.
 - (2) Other party or parties.
 - (3) Petitioner in rebuttal.

The time for oral argument or closing statement may be limited by the agency.

- (i) After all the proceedings have been concluded, the agency shall declare the hearing closed. Any party may tender briefs of law to the agency and the agency may call for reasonable time within which to prepare and submit briefs to aid the agency in arriving at a decision. The agency shall take the case under advisement and shall declare that its decision will be announced within a reasonable time, not to exceed twenty (20) days, following consideration of all the matters presented at the hearing.

SECTION 2-70. WITNESSES TO BE SWORN.

All persons testifying at any hearing pursuant to these rules shall stand and be administered the following oath by either the presiding officer or secretary of the agency:

"Do you swear (or affirm) to tell the truth, the whole truth and nothing but the truth in this hearing now before the (name of agency)?"

SECTION 2-71. APPLICABLE RULES OF CIVIL PROCEDURE TO APPLY.

- (a) The following rules of practice and procedure contained in the Rules of Civil Procedure of the State of Wyoming insofar as the same may be applicable and not inconsistent with the laws of the State of Wyoming in matters before an agency and applicable to the rules, orders and regulations promulgated by an agency under such laws, shall apply: 4(c) (d) (m) (1) (2) (i, ii, iii, v) (n); 5; 6; 10; 11; 17(a); 20; 26; 28 through 37 (excepting Rule 37 (b) (1) and 37 (b) (2) (iv) therefrom); 45; and Rule 12 Wyoming Rules of Appellate Procedure, all as the same may be from time to time amended or modified.
- (b) Such other Rules of Civil Procedure of the State of Wyoming as may be applicable and not inconsistent with the laws of the State of Wyoming in matters before the agency shall also apply.

SECTION 2-72. ATTORNEYS.

The filing of an answer or other appearance by an attorney constitutes his appearance for the party for whom the pleading is filed. The agency before which the proceeding is initiated shall be notified in writing of his withdrawal from any hearing. Any person appearing before an agency at a hearing in a representative capacity shall be precluded from examining or cross-examining any witness unless such person shall be an attorney licensed to practice law in the State of Wyoming, or a non-resident attorney associated with a Wyoming attorney qualified to practice law in the State of Wyoming. This rule shall not be construed to prohibit any person from representing himself in any hearing before an agency.

SECTION 2-73. RECORD OF PROCEEDINGS - REPORTERS.

When oral testimony of witnesses is taken in contested cases before an agency, the proceedings, including all testimony, shall be reported verbatim by a competent reporter or by other reliable and appropriate means. The compensation of such reporter shall be paid by the unsuccessful party or as otherwise ordered by the agency. If a transcript of testimony is required in the subsequent agency deliberations, the cost thereof shall be furnished to the agency by the unsuccessful party.

SECTION 2-74. DECISIONS, FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER.

The agency before which the hearing is conducted shall, following the full and complete hearing, make and enter a written decision and order in all contested cases, in accordance with the provisions of Section 16-3-110, Wyoming Statutes annotated (1977 Repub. Ed.), as amended. Such decisions and orders shall be filed with the agency and will, without further action, become the decision and order as a result of the hearing. Forthwith upon entry and filing, the agency shall send a copy by prepaid mail to each party or their attorneys of record.

SECTION 2-75. RATE MAKING, PRICE FIXING AND LICENSING.

In all contested cases conducted in accordance with these rules of practice and procedure, the subject of which is rate making, price fixing or licensing, the decision of the agency before which the proceeding is initiated shall be final and shall not be subject to review or re-hearing by such agency. Subsequent petitions requesting the same or similar relief shall not be accepted by the city clerk or considered by an agency subject to these rules for a period of six (6) months following the entry of the decision of the agency before which the original proceeding was initiated.

SECTION 2-76. APPEALS TO DISTRICT COURT.

Appeals to the District Court from decisions of an agency are governed by Section 16-3-114, Wyoming Statutes annotated (1977 Repub. Ed.), and Rule 12 of the Rules of Appellate Procedure promulgated by the Supreme Court of the State of Wyoming, as the same may from time to time be amended or modified.

SECTION 2-77. TRANSCRIPT IN CASE OF APPEAL.

In case of an appeal to the District Court, the party appealing shall secure and file a transcript of the testimony and all other evidence offered at the hearing which transcript must be verified by the oath of the reporter who took the testimony as a true and correct transcript of the testimony and other evidence in the case. The compensation of the reporter for making the transcript of the testimony and all other costs involved in such appeal shall be borne by the party prosecuting such appeal.

SECTION 2-78. WYOMING ADMINISTRATIVE PROCEDURE ACT.

In all proceedings before an agency pursuant to these rules, the Wyoming Administrative Procedure Act (16-3-101 through 16-3-115, Wyoming Statutes annotated [1977 Repub. Ed.], as the same may from time to time be amended or modified) shall apply. If a conflict arises between said Act and these rules, the Act shall supersede these rules.

SECTION 2-79. SEVERABILITY.

If any provision of these rules or the application thereof to any persons or circumstance is held invalid, such invalidity shall not affect other provisions or applications of these rules which can be given effect without the invalid provision or application and to this end the provisions of these rules are severable.

SECTION 2-80. AMENDMENTS.

Amendments to these rules shall be promulgated and become effective as provided in Section 16-3-103, Wyoming Statutes (1977 Repub. Ed.), as the same may from time to time be amended or modified.

ARTICLE VII

SECTION 2-81. SCOPE.

- (a) Whenever an appeal to the city administrator is provided in this Code or by ordinance, the procedure set out hereinafter shall be followed.
- (b) Appeals from decisions of the city engineer under the Building, Plumbing and Fire Codes and the Plumbing Licensing Code shall be governed by this Article.
- (c) Hearings before the city administrator pursuant to proposed suspension or revocation of a license, except for a liquor license, shall be governed by this Article.

SECTION 2-82. TIME.

Requests for hearings and notices of appeal must be made in the time allowed by code section or ordinance providing for the hearing or appeal.

SECTION 2-83. NOTICE OF APPEAL; REQUEST FOR HEARING.

- (a) The notice of appeal or request for hearing shall include the following, in the following order:
 - 1. The decision being appealed or contested and the date thereof.
 - 2. The basis and reasons for appeal or contest.
 - 3. The facts supporting the appeal or contest.
 - 4. A summary of argument(s) supporting the appeal or contest.
 - 5. The relief requested.
- (b) Upon written request and for good cause the city administrator may allow up to an additional twenty (20) days in which to submit the information required in the notice of appeal or request for hearing.
- (c) The city administrator shall, upon receipt, provide a copy of the notice of appeal or request for hearing to the person whose decision is being appealed or contested. Such person shall submit a written position paper to the city administrator within seven (7) days, setting forth all facts supporting his/her decision, the basis for such decision and a summary of argument(s) supporting the decision. Upon written request and for good

cause the city administrator may allow up to an additional ten (10) days for submittal of the position paper.

SECTION 2-84. HEARINGS.

- (a) The city administrator shall set hearings as soon as practicable, but will attempt to set such hearings no later than two (2) weeks from the receipt of the notice of appeal or request for hearing; provided, however, in the event the aggrieved party requests time to conduct discovery, the hearing shall be scheduled in a manner to reasonably accommodate such requests.
- (b) If the parties to the contest agree, hearing may be waived and decision rendered upon the written submittals. Such decision shall be in writing and shall set forth the city administrator's findings and ruling; the aggrieved party shall be notified of the decision by certified mail, return receipt requested. Appeal of the decision may be made as provided hereinafter.

SECTION 2-85. HEARINGS - GENERAL PROCEDURE.

- (a) If hearing is not waived, the city administrator shall, after receipt of the written submittals, serve the aggrieved parties personally or by mail with notice of the hearing, which shall set forth:
 - i. time, place and nature of hearing;
 - ii. the legal authority and jurisdiction under which the hearing is to be held; and
 - iii. the statutes, code section(s), ordinance(s) or rules involved.
- (b) Discovery may be had in accordance with 16-3-107, W.S.
- (c) Upon application by a party to the proceeding, the city administrator is hereby empowered to, and shall, issue a subpoena requiring the appearance of a witness for purposes of deposition and/or hearing. Subpoenas may be enforced as provided by W.S., 16-3-107(f).
- (d) All parties shall be afforded the opportunity to respond, present evidence and argument on all issues involved.
- (e) Any aggrieved party, or witness, may be represented by an attorney, at such party's, or witness's, own cost.
- (f) Hearings before the city administrator shall be tape recorded; the proceedings

may be transcribed at the cost of the party requesting such transcription.

SECTION 2-86. HEARINGS - EVIDENCE.

- (a) The city administrator shall exclude all irrelevant, immaterial or unduly repetitious evidence.
- (b) The city administrator shall give effect to the rules of privilege as recognized by law.
- (c) Documentary evidence may not be received in the form of copies or excerpt, if the original is not available. Upon request, parties shall be given the opportunity to compare the copy with the original.
- (d) A party, or his attorney, may conduct cross-examination as required for a full and fair disclosure of the facts.
- (e) A party is entitled to confront all opposing witnesses.
- (f) Notice may be taken of all judicially recognizable facts. The parties shall be notified either before, during or after the hearing, but before decision and ruling, of any material facts so noticed and they shall be given a reasonable opportunity to respond.

SECTION 2-87. HEARINGS - BRIEFS AND ARGUMENT.

- (a) The city administrator shall consider the whole record or any portion stipulated to by the parties.
- (b) Upon request, a party shall be given the opportunity to file a brief referencing the evidence presented, applicable law and concise argument.
- (c) The city administrator in his sole discretion may allow oral argument at the close of the evidence.

SECTION 2-88. HEARINGS - POWERS OF CITY ADMINISTRATOR.

The city administrator at hearings provided for herein shall have the power to:

- i. administer oaths and affirmatives;
- ii. issue subpoenas;
- iii. rule upon offers of proof and receipt of evidence;

- iv. regulate the course of the hearing;
- v. hold conference(s) for settlement or simplification of issues;
- vi. dispose of procedural requests of similar matters; and
- vii. examine or cross examine witnesses, subject to the opportunity of the parties to cross examine.

SECTION 2-89. APPEAL OF FINAL DECISION.

The final decision and ruling of the city administrator may be appealed to the mayor and council. Such appeal must be filed in the office of the city clerk no later than ten (10) days from service of the final decision and ruling.

ARTICLE VIII. SALE OF PROPERTY FOR DELINQUENCY, SPECIAL ASSESSMENT.

SECTION 2-90. SALE OF PROPERTY

If an assessment or any installment thereof is delinquent, the City may sell said property as described in the assessment roll as provided by ' 15-6-410 W.S. or any other applicable law.

Old Business

(a)

AGENDA ITEM # a OLD BUSINESS

Department: ADMINISTRATION

Meeting Date: ~~June 9th, 2025~~
~~June 23, 2025~~
July 14, 2025

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

DESCRIPTION/JUSTIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED ACTION:

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

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

ORDINANCE NO. 2025-899

DATE: _____

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

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

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

NOW THEREFORE the City Council ordains as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____
Attn: _____

Phone: _____
Fax: _____

14. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 110, in lieu of any insurance as may be required in any City ordinances.

15. **Bonding/Permit fees.** The City expressly waives any type of bond requirement for Enbridge Gas Wyoming for City requested relocations ~~as well as Enbridge Gas Wyoming replacement, repair, testing, or maintenance projects within the City right of way.~~ Further, the City expressly waives any type of required permitting fees for City requested relocations ~~as well as Enbridge Gas Wyoming replacement, repair, testing, or maintenance projects within the City right of way.~~ The waiver of the foregoing bond and permitting fee requirements shall not include projects related to private development in which case the City shall accept required bond and fees from the owner, developers, or contractor requesting the project. The City may require a bond from Enbridge Gas Wyoming for any replacement, repair, testing, or maintenance projects within the City right of way. [Amount of bond to be?]

16. **Subcontractors:** Enbridge Gas Wyoming may subcontract with third parties, at its sole discretion, for the provisions of any of the services contemplated by this Agreement, and so doing does not create or pose third-party beneficiary status upon City.

~~17. **Contamination:** If Enbridge Gas Wyoming encounters any contaminated soil or groundwater during the Work that requires remediation or disposal, or poses a hazard as determined solely by Enbridge Gas Wyoming, Enbridge Gas Wyoming may suspend the Work until the contamination is removed, disposed of, and/or appropriately remediated to Enbridge Gas Wyoming's satisfaction and at no cost to Enbridge Gas Wyoming. Upon written notice to the City, if Enbridge Gas Wyoming elects to remediate the contamination, City shall pay all costs incurred by Enbridge Gas Wyoming arising from or caused by the remediation as **Additional Construction Costs.**~~

18. **Safety/Emergency Access:** At all times, Enbridge Gas Wyoming shall have immediate access to, and authorization to perform whatever action necessary to its Facilities in the event of an emergency or under any circumstances where the safety of any person or property may be compromised. In such event, Enbridge Gas Wyoming shall notify the City as quickly as practicable as circumstances dictate.

19. **Ownership of Facilities:** The Facilities that Enbridge Gas Wyoming constructs to render natural gas service shall at all times remain solely the property of Enbridge Gas Wyoming. Enbridge Gas Wyoming may render services from these Facilities and otherwise utilize them as it sees fit without liability of any kind, or obligation to any party.

20. **Minimum Distance:** City shall not install and shall not permit the installation of any underground facilities within three (3) feet horizontally or one foot vertically from Enbridge Gas Wyoming's Facilities. City shall not install and shall not permit the installation of any above-ground structures within fifteen (15) feet of Enbridge Gas' Facilities.

21. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

22. **Natural Gas Service:** This Agreement is for natural gas facilities only and is not an agreement to provide natural gas service. Upon completion of the Facilities, Enbridge Gas Wyoming shall provide natural gas service utilizing the Facilities in accordance with Enbridge Gas Wyoming Natural Gas Tariff (“Tariff”) on file with the Wyoming Public Service Commission (“Commission”) as may be revised from time to time. No Party shall be precluded from this Agreement from petitioning the Commission for modification of any applicable rate schedules or rules and regulations pertaining to natural gas service. Nothing in this Agreement shall be deemed to require Enbridge Gas Wyoming to install additional capacity to serve future needs.

23. **Amendment.** This ordinance shall not be altered or amended unless mutually agreed upon in writing by Enbridge Gas Wyoming and the City.

24. **Survival of Terms:** The Parties’ obligations of indemnity and limitations of damages shall survive termination of this Agreement.

25. **Waiver:** The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

26. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Enbridge Gas Wyoming as established above.

27. **Entire Agreement:** This Agreement contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communication, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

28. **Counterpart:** This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

29. **Authority:** Each person signing this Agreement warrants that the person has full legal capacity power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

APPROVED and ADOPTED this _____ day of _____, 2023.

[CITY}

ATTEST:

City Recorder

By: _____
Mayor _____

City Council Members

Yea

Nay

Abstaining

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company, dba Enbridge Gas Wyoming accepts the franchise for the construction, operation and maintenance of a gas distribution system granted by the Council of the City of _____, _____ County, State of Wyoming, as evidenced by an Ordinance and adopted by the Mayor and Council on _____, 20___. Questar Gas Company, dba Enbridge Gas Wyoming accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise. This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah this _____ of _____, 2025.

QUESTAR GAS COMPANY,
dba ENBRIDGE GAS WYOMING

Judd Cook
Vice President and General Manager of
Western Distribution

New Business

(a)

AGENDA ITEM # W NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: July 14th, 2025

SUBJECT: Amending Grant Application for Kemmerer Airport

DESCRIPTION/JUSTIFICATION:

In February, the Kemmerer Airport submitted 2 Grant Applications, signed by Mayor Bowen totaling \$1,005,714.74 (Total, including WYDOT, City and County matches). Those amounts were based on estimated funding needed for Construction Phase, prior to actually opening bids. Once bids opened, we submitted to FAA the total funding needed, slightly lower than originally requested.

The Airport currently has 2 “pots” of FAA grant funding available until 2026. The 1st is the usual and reliable Non-Primary Entitlement (NPE) that is allocated to the airport annually in the amount of \$150,000 per year. EMM has \$621,429 in that “Pot”.

The 2nd source is the AIG/BIL “pot” resulting from the BIL that allocated between \$108,000 and \$113,000 per year from 2022 thru 2026. We thought we would need to dip into both “pots” to fund this project. However, the FAA was able to find some additional funding under the AIP program, called “State Apportionment”.

This is another pot of funding that FAA allocates to each state to help fund larger projects, where normal NPE or BIL funding is not sufficient. WY had some left over \$\$ in the State Apportionment fund, so they are applying some of those funds (the gap between the available NPE of \$621,429 and the total FAA funding needed of \$854,862) to the Rwy Lighting Project this year, negating the need for the BIL Grant (AIP 27) altogether. That “frees up” the BIL funding of \$334,000 to be used by EMM on a future project.

In the June 16 2025 airport board meeting it was discussed_possibly using the freed up fuding in FY26 to replace the AWOS Equipment – which we’ll discuss more in our WACIP meeting later this month with FAA and WYDOT. This represents a significant potential savings to what is needed at the airport.

The tables below show how the funding is broken down and that the originally approved/signed grant applications totaled (with WYDOT, City and County matches) \$1,005,715.

The updated AIP 28 Grant Application that we need signed by the Mayor is for \$899,855, or \$105,860 lower than the originally approved/signed grant applications.

Funding			
FAA (95%)	WYDOT (2.5%)	Kemm City (1.25%)	Lincoln Co. (1.25%)
Construction Costs			
\$692,075.00	\$18,212.50	\$9,106.25	\$9,106.25
\$692,075.00	\$18,212.50	\$9,106.25	\$9,106.25
Administrative Costs			
\$2,375.00	\$62.50	\$31.25	\$31.25
\$950.00	\$25.00	\$12.50	\$12.50
\$20,097.00	\$529.00	\$264.52	\$264.52
\$4,750.00	\$125.00	\$62.50	\$62.50
\$28,172.00	\$741.50	\$370.77	\$370.77
Construction Engineering Fees			
\$134,615.00	\$3,542.00	\$1,771.50	\$1,771.50
\$190,959.00	\$5,025.00	\$2,513.04	\$2,513.04
\$854,862.00	\$22,496.00	\$11,248.52	\$11,248.52

FAA (95%)	WYDOT (2.5%)	Kemm City (1.25%)	Lincoln Co. (1.25%)
\$334,000.00	\$8,789.00	\$4,394.97	\$4,394.97
\$621,429.00	\$16,353.00	\$8,176.89	\$8,176.89
\$955,429.00	\$25,142.00	\$12,571.87	\$12,571.87

FAA (95%)	WYDOT (2.5%)	Kemm City (1.25%)	Lincoln Co. (1.25%)
\$0.00	\$0.00	\$0.00	\$0.00
\$854,862.00	\$22,496.00	\$11,248.52	\$11,248.52
\$854,862.00	\$22,496.00	\$11,248.52	\$11,248.52

EMM - Rehabilitate Rwy 16/34 Lighting, Signs, Wind Cones

Construction Phase: Descriptions	Construction
Construction Costs	
BB1 - Rehabilitate Rwy 16/34 Lights, Signs & Wind Cones	\$728,500.00
Base Bid + AA1	\$728,500.00
Administrative Costs	
Independent Fee Estimates *Estimated	\$2,500.00
Advertisement Costs (Final Ad)*Estimated	\$1,000.00
Reimbursable Agreement (Flight Check) (FAA Estimate)	\$21,155.04
Single Audit	\$5,000.00
Total Administrative Costs	\$29,655.04
Construction Engineering Fees	
Construction Engineering Phase (J-U-B)	\$141,700.00
	\$201,010.08
Total Construction Project Costs	\$899,855.04

EMM - Rehabilitate Rwy 16/34 Lighting, Signs, Wind Cones

Original Request, Signed by Mayor Bowen on 2/25/2025	Total (100%)
AIP 27 (AIP/NPE)	\$351,578.95
AIP 28 (AIG/BIL)	\$654,135.79
Total	\$1,005,714.74

New Grant Application Request	Total (100%)
AIP 27 (AIP/NPE)	\$0.00
AIP 28 (AIG/BIL)	\$899,855.04
Total	\$899,855.04

The Grant Application is attached and a summary of the signatures needed is below:

Page 3 – Very bottom of page

Page 12 – Standard DOT Title VI Assurances – Middle of the page

Page 16 – Cert for Contracts, Grants, Loans, and Cooperative Agreements – near the bottom

Page 19 – Form 5100-129 – Sponsor Cert for Const. Project Final Acceptance – Bottom of page

Page 22 – Form 5100-130 – Sponsor Cert for Drug Free Work Place– Bottom of page

Page 26 – Form 5100-131 – Sponsor Cert for Equipment and Const. Contracts– Bottom of page

Page 29 – Form 5100-132 – Sponsor Cert for Project Plans and Specs– Bottom of page

Page 32 – Form 5100-134 – Sponsor Cert for Selection of Consultants– Bottom of page

Page 34 – Form 5100-135 – Sponsor Cert for Conflicts of Interest– Bottom of page

In its June 16 2025 meeting the Airport Board recommended approving amending this grant application.

RECOMMENDED ACTION:

Authorize Mayor Robert Bowen to sign the amended and updated AIP 28 Grant Application.

Attachments Provided: Yes No

Submitted by: Brian Muir, City Administrator

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:
06/25/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:
20-106

*5b. Federal Award Identifier:
3-56-0015

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Kemmerer

*b. Employer/Taxpayer Identification Number (EIN/TIN):
80-6000070

*c. UEI:
VAVJMN5DKEH4

d. Address:

*Street 1: 220 WYO Highway 233

Street 2:

*City: Kemmerer

County/Parish: Lincoln

*State: WY

*Province:

*Country: USA: United States

*Zip / Postal Code 83101-9700

e. Organizational Unit:

Department Name:
N/A

Division Name:
N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Robert

Middle Name:

*Last Name: Bowen

Suffix:

Title: Kemmerer Mayor, as managing agent of Kemmerer Airport Administration

Organizational Affiliation:
Kemmerer City

*Telephone Number: (254) 223-3204

Fax Number:

*Email: rbowen@kemmerer.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

AIP 3-56-0015-028-2025

*Title:

Rehabilitate RW 16/34 Lighting, Signs and Wind Cones

13. Competition Identification Number:

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Kemmerer, Lincoln County, Wyoming

***15. Descriptive Title of Applicant's Project:**

Remove/replace existing R/W 16/34 Edge, Threshold, Taxiway A Edge Lights on existing bases, lit RW/TW signs, Primary and 1 supplemental lit wind cones.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: WY-001

*b. Program/Project: WY-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/01/2025

*b. End Date: 03/30/2027

18. Estimated Funding (\$):

*a. Federal	\$ 854,862
*b. Applicant	\$ 0
*c. State	\$ 22,496
*d. Local	\$ 22,497
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 899,855

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Robert

Middle Name: _____

*Last Name: Bowen

Suffix: _____

*Title: Kemmerer Mayor, as managing agent of Kemmerer Airport administration

*Telephone Number: (254) 223-3204

Fax Number:

* Email: rbowen@kemmerer.org

*Signature of Authorized Representative:

*Date Signed: 06/25/2025

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

All work is within existing airport property. Land uses adjacent to, or in the vicinity of the airport are currently compatible with Airport Objectives with the exception of Sewage Sludge Drying Ponds which are scheduled for relocation to an off-airport site.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no known circumstances that would preclude the Sponsor from carrying out and completing the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The Contractor will be required to provide a project-specific SWPPP prior to construction.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right for the conduct of aeronautical activities on the Airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Yes. The project will occur within the boundaries of the Kemmerer Municipal Airport, as shown on the current Exhibit "A" property map on file with the FAA's Denver ADO in Denver, CO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All physical construction work is or will be within the current ownership of Kemmerer Municipal Airport.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All physical construction work is or will be within the current ownership of Kemmerer Municipal Airport.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 29,655
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			141,700
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			728,500
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 899,855
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			899,855
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 899,855
19. Federal Share requested of Line 18			854,862
20. Grantee share			22,497
21. Other shares			22,496
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 899,855

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Sponsor General Funds	22,497
h. TOTAL - Grantee share	\$ 22,497
25. Other Shares	Amount
a. State	22,496
b. Other	
c. TOTAL - Other Shares	\$ 22,496
26. TOTAL NON-FEDERAL FINANCING	\$ 44,993

SECTION E – REMARKS (Attach sheets if additional space is required)
24.g. Grantee Share will be split 50/50 between Kemmerer City and Lincoln County.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Rehabilitate RW 16/34 Lighting, Signs and Wind Cones
AIRPORT: Kemmerer Municipal Airport
1. Objective: Rehabilitate aging runway, threshold and taxiway edge lights, airport guidance signs as well as replace two non-functioning wind cones with new tip-down wind cones in the same location.
2. Benefits Anticipated: Increased reliability and visualization of the lighting and lit signs. Replacing the wind cones, which are currently not rotating, will allow pilots to see localized wind conditions when taking off and landing. The tip-down poles for the wind cones will make it much easier for maintenance crews to change the lights and socks on the wind cones.
3. Approach: (See approved Scope of Work in Final Application) Scope of work includes construction phase services for a project that will remove/replace the existing R/W 16-34 edge and threshold lights and Twy A and B edge lights with new lights on existing bases. New cable will also be run through the existing conduit. The Primary and one Supplemental wind cones will also be replaced with new tip-down poles. Lit Rwy/Twy signs will also be replaced. The project will be built per applicable and current FAA Advisory Circulars.
4. Geographic Location: Kemmerer Airport, Kemmerer City, Lincoln County, Wyoming. 41 deg 49' 14.61"N, 110 deg 33' 16.44"W
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Mr. Robert Bowen, Kemmerer Mayor, as managing agent of Kemmerer Airport Administration 220 Wyo Highway 233 Kemmerer, WY 83101 Phone: (254) 223-3204

STANDARD DOT TITLE VI ASSURANCES

Kemmerer City, as managing agent of Kemmerer Airport Administration (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 06/24/2025

**Kemmerer City, as managing agent of
Kemmerer Airport Administration**

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Kemmerer Municipal Airport (EMM)

LOCATION: Kemmerer, Wyoming

AIP PROJECT NO.: 3-56-0015-028-2025

STATEMENTS APPLICABLE TO THIS PROJECT Rehabilitate RW 16/34 Lighting and Wind Cones

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Kemmerer Municipal Airport (EMM).
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Kemmerer Municipal Airport (EMM), and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Robert Bowen **DATE:** 06/24/2025

TITLE: Mayor

SPONSORING AGENCY: Kemmerer City, as managing agent of Kemmerer Airport Administration

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date 06/24/2025
Sponsor's Authorized Representative

Title Kemmerer Mayor, as managing agent of Kemmerer Airport Administration

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Kemmerer

Address: 220 WYO Highway 223, Kemmerer, WY 83101

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
-
- Yes
-
- No
-
- N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
-
- Yes
-
- No
-
- N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
-
- Yes
-
- No
-
- N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer, as managing agent of EMM Administration

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer City, as managing agent of EMM Admin

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Administration

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer City, managing agent of EMM Admin

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Kemmerer City, as managing agent of Kemmerer Airport Admin

Airport: Kemmerer Municipal Airport (EMM)

Project Number: 3-56-0015-028-2025

Description of Work: Rehabilitate RW 16/34 Lighting and Wind Cones

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: Kemmerer City, managing agent of EMM Admin

Name of Sponsor's Authorized Official: Robert Bowen

Title of Sponsor's Authorized Official: Kemmerer Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

New Business

(b)

AGENDA ITEM # 10 NEW BUSINESS

=====

Department: ADMINISTRATION

Meeting Date: July 14th, 2025

SUBJECT: University of Wyoming Standard Addenda Form for Eventer Center Rental

DESCRIPTION/JUSTIFICATION:

The University of Wyoming is renting the Event Center on July 29 2025 and has agreed to all of our policies and procedures. They are also asking us to sign their “University of Wyoming Standard Addenda regarding sovereign immunity/government claim, governing law and venue, and equal employment opportunity applicable local, state, and federal law.

Our policy and their proposed addenda are attached.

RECOMMENDED ACTION:

Authorize City Administrator Brian Muir to sign the University of Wyoming Standard Addenda form for their rental of the Kemmerer Recreation Center.

Attachments Provided: Yes X No

Submitted by: Brian Muir, City Administrator

SOUTH LINCOLN TRAINING & EVENT CENTER POLICIES & PROCEDURES

RESERVATIONS

- The South Lincoln Training & Event Center will tentatively reserve a date on a first-come, first-serve basis.
- Reservations are not confirmed until Rental Agreement and deposits are received by the South Lincoln Training & Event Center.
- Reservations will be accepted up to one year prior to the date of the event. Exceptions are at the discretion of the Director.
- The South Lincoln Training & Event Center reserves the right to refuse rental if request is made less than ten (10) working days prior to the date of the event.
- All rental applicants must be at least eighteen (18) years of age at time of application, and twenty-one (21) if event will include alcoholic service.
- Renter-supplied insurance may be required for events serving alcohol, events deemed to be high risk, as well as events open to the public.
- The South Lincoln Training & Event Center is available for use from 6 a.m. until midnight. Your event must be finished by midnight and everyone vacated from the building one hour before shut down. All personal belongings and equipment must be removed from the building at this time including all trailers and vehicles related to the events, unless prior arrangements have been made with the Director.
- Motorized vehicles or trailers of any type are not allowed in the building without pre-approval. If vehicle or trailer is desired for display or decorative purposes, pre-approval must be obtained to ensure appropriate surface and floor protection. Pre-approval will need to be done 5 days in advance of the event and signed off by the Director. If vehicles or trailers are in the building without pre-approval, 50% of your cleaning and damage deposit will be collected.
- If weather conditions present snow and ice, the South Lincoln Training & Event Center has provided ice melt and shovels and it is the renter's responsibility to make sure paths are clear and ice free for the safety of patrons.

EQUIPMENT USE

- Please refer to fee schedule for rental rates of equipment, both onsite and offsite.
- Report any problems, malfunctions or damages immediately to South Lincoln Training & Event Center staff.
- Damages to equipment will result in a repair or replacement charge to the rental representative (Rental Agreement signatory).
- Staff reserves the right to instruct patrons on proper equipment usage.

SECURITY DEPOSIT

- The renter(s) will be required to submit a refundable security deposit made payable to the City of Kemmerer prior to a firm reservation date being placed on the calendar.
- Direct and indirect costs for additional cleaning or equipment or facility damages will be deducted as appropriate from the security deposit.
- The security deposit will be deposited into the City's bank account and will be refunded by City check within (30) days of the event, less any charges for damages incurred or excessive cleaning.
- The South Lincoln Training and Event Center staff will determine deductions to be made from the security deposits and communicate any deductions to the rental representative.
- In the event the cost of repairs or cleaning exceeds the amount of the security deposit, the difference will be billed to the rental representative (Rental Agreement signatory).

CATERERS/FOOD AND BEVERAGE

- While renters may bring in a caterer, all caterers must be approved by the South Lincoln Training & Event Center staff and are required to have a business license the City of Kemmerer and proof of insurance.
- A copy of licensing, permit and proof of insurance by the caterer must be received by the South Lincoln Training and Event Center at least ten (10) working days before the day of the event.
- The South Lincoln Training and Event Center shall not be liable for failure by the caterer to perform service as agreed up on between the rental group and the catering company. All agreements between the renter and the caterer are as such and shall be treated and recognized as a contract agreement between the renter and catering company.
- Extra fees apply for full or limited use of the kitchen (see rental agreement and rates).
- No food or beverage shall be served on premises without approval from the Training and Event Center staff, this will be discussed and considered for approval during the event planning stage.
- The kitchen must be cleaned after use in accordance with the Caterer's Checklist ultimately, the South Lincoln Training and Event Center will hold the renter accountable for any damage to the kitchen, or for improper or incomplete clean-up. Renters should have clear understanding with their caterers regarding serving and clean-up responsibilities.
- The South Lincoln Training & Event Center shall not be liable for any equipment failure leading to the spoilage or waste of food. Please report any equipment failure to staff promptly, so that the City's maintenance department can address the issue.

ALCOHOL & TOBACCO

- Alcoholic beverages are permitted when provided and served by an approved caterer possessing the appropriate liquor licensing, permit and liquor liability insurance.
- Renters **MAY NOT BRING IN THEIR OWN ALCOHOL EITHER FOR SALE OR CONSUMPTION.**

- The actual permit must be posted inside the facility during the event.
- Permission for “kegs” is at the discretion of the Director and must be obtained prior to the event.
- If alcoholic beverages are served, non-alcoholic beverages must also be served.
- Alcoholic consumption must be in accordance with the municipal and state laws.
- **ALCOHOLIC SERVICE MUST STOP AT LEAST ONE HOUR BEFORE THE DESIGNATED END OF YOUR RENTAL TIME.**
- Servers and/or bartenders must comply with state and local laws regarding ID checks and other safety practices.
- Alcohol is allowed only in the building.
- The rental representative (Rental Agreement signatory) bears responsibility for the compliance of his or her guests.
- The South Lincoln Training and Event Center is a strictly smoke-free and tobacco-free environment. Smoking, vaping and chewing tobacco are permitted only in designated outdoor areas as indicated.

CANCELLATION POLICY

- Cancellation made sixty (60) days or more prior to your reserved date will result in the retainage by the SLTEC of 25% your security deposit. The remaining 75% will be refunded to you.
- Cancellation made fifty-nine to thirty (59-30) days prior to your reserved date will result in the retainage by the SLTEC of 50% of your security deposit. The remaining 50% will be refunded to you.
- Cancellation made twenty-nine to eight (29-8) days prior to your reserved date will result in the retainage by the SLTEC of 75% of your security deposit. The remaining 25% will be refunded to you.
- Cancellation made seven (7) days or less prior to your reserved date will result in the retainage by the SLTEC of 100% of your security deposit. There will be no refund to you.
- Cancellation made within forty-eight (48) hours to your reserved date will result in a billing of 50% the anticipated room rental rate plus any linen rentals.
- Date changes made less than thirty (30) days prior to your reserved date will be treated as a cancellation.

RENTER IS RESPONSIBLE FOR THE FOLLOWING:

- Delivery and unloading event materials and supplies during approved delivery or contracted hours. Arrangements should be made with the Coordinator ahead of time.
- Decorating facility for event per regulations and on-site direction.
- Setting up any equipment brought in by renter or outside vendor unless otherwise specified or approved by South Lincoln Training and Event Center staff.
- **MONITORING CONDUCT OF GUESTS AND CONTRACTED VENDORS.**
- Bussing tables or ensuring that hired responsible party has done so.

- Cleaning any food or drink spills on the carpet immediately.
- Dismantling and removing all decorating items, both indoor and outdoors.
- Removing all items and supplies brought into the facility.
- Placing all trash in appropriate dumpsters and replacing cans with fresh garbage bags (supplied by the Events Center).
- Mopping any areas that are excessively sticky or soiled.
- Picking up event litter from parking lots and/or patios as applicable.
- Checking out with staff.

DECORATIONS AND ADDITIONAL EQUIPMENT

- It is preferred that renters use freestanding floor and table decoration. If the renter wished to affix any items to the ceilings, walls, doors, windows or columns, they must be pre-approved with the South Lincoln Training and Event Center staff.
- There may be additional charges for use (set-up and tear down) of certain equipment such as portable stage. Please refer to rental rates for any such fees.
- Any use of additional equipment (such as lighting, special electrical equipment, lifts, platforms, ladders, etc.) must be pre-approved by the South Lincoln Training & Event Center staff.
- If you need to rent any extra items from a rental company the delivery and pick up of these items must be done the day of the event, unless prearranged with the South Lincoln Training & Event Center staff.
- Candles/flames may not be used as decorations outside of the building. Usage inside the Center must be pre-approved by the South Lincoln Training & Event staff.
- The South Lincoln Training & Event Center staff reserves the right to refuse any decorating items as deemed dangerous or potentially damaging to the building or grounds.
- Absolutely NO GLITTER OR CONFETTI ALLOWED. If a glitter or confetti mess is left, a flat \$50 fee will be withheld from the security deposit for cleaning.
- Birdseed may be used outside the building (Rice is not permitted).

PETS AND OTHER ANIMALS

- As a general rule, pets and other animals are not allowed on the grounds or inside the buildings of the South Lincoln Training and Event Center, with the exception of service animals.
- If a pet or animal is needed for part of an event, demonstration or training, arrangements must be pre-approved by the South Lincoln Training & Event Center staff.

DIVERSITY STATEMENT

- The South Lincoln Training & Event Center does not discriminate in the rental or use of its facilities on the basis of race, ethnicity, gender, religious affiliation, sexual orientation or disability.

- The South Lincoln Training & Event Center reserves the right to refuse rental or use of its facilities to groups who advocate the use of violence, or discriminate explicitly or implicitly against any race, ethnicity, gender, religious affiliation, sexual orientation or disability.
- No conduct or activity is allowed which constitutes a public nuisance or which endangers the public.

THE FOLLOWING EQUIPMENT IS NOT PROVIDED TO RENTERS BY THE FACILITY. IT IS OFTEN ASKED FOR, SO PLEASE CHECK YOUR SUPPLY BEFORE COMING TO SET UP YOUR EVENT:

- Scissors and tape
- Batteries
- Computer and/or printer
- Photocopies (available at extra charge)
- Markers and pens
- Zip ties, binders and pens
- Paper products
- Ceiling fabric
- Tools
- Decorative lights
- Helium tank
- Candelabras/table centerpieces
- Linens (the Event Center staff can order these for you for the cost of the linens plus a nominal service fee; see rental agreement for rates.) There are not additional linens available beyond what you ordered.

WALK-THROUGHS

- The renter will be allowed a walk-through of the facility when making the reservation and for one (1) other pre-agreed upon time between the time of the reservation and the time of the event. Additional walk-throughs must be scheduled with the South Lincoln Training & Event Center staff.

SETUP TIME

- The renter will be allowed to set up two (2) hours immediately before an event, and will likewise be allowed two (2) hours for clean-up and take down immediately after an event. Any other arrangements must be made prior to the event are at the discretion of the Director and are subject to the Event Center schedule.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of these policies and procedures. I understand that it is my responsibility to read through them and comply by them throughout my event. I further understand that failure to comply may result in forfeiture of part or all of my security deposit and other costs incurred for cleaning or other damages.

Print Name John Koprowski

Signature  _____

Date 7/10/2025

SLTEC Staff Signature _____

Date _____

 The University of Wyoming Standard Addenda is incorporated herein.

Quoted Fee

*This is ONLY a quote. The final invoice amount will be billed after the event. Any changes to rental requests may not be reflected in this quote.

Room Rental	
Discount	
Kitchen Use	
Additional Equipment	
Linen Rental	
Refreshments/Catering	
Total Quote	

Security Deposit Amount

Room(s)	Without Alcohol		With Alcohol	
Small TR	\$75.00		\$150.00	
Large TR	\$120.00		\$240.00	
Expanded TR	\$180.00		\$360.00	
Great Room	\$360.00		\$720.00	
Expanded Great Room	\$600.00		\$1,200.00	



Date: June 5, 2025
 INVOICE # 250605

To: University of Wyoming

South Lincoln Training & Event Center
 215 State Highway 233
 Kemmerer, WY 83101

INVOICE

Qty	Description	Line Total	
1	Room Rental July 29, 2025 (3 hours @ \$90 per hour)	\$270.00	
1	Non-profit/Government Discount 20%	<\$54.00>	
1	Coffee, Tea and Water Service + 10% Admin Fee	66.00	
1	Room Rental July 31, 2025 (3 hours @ \$90 per hour)	\$270.00	
1	Non-profit/Government Discount 20%	<\$54.00>	
1	Coffee, Tea and Water Service + 10% Admin Fee	66.00	
		Subtotal	\$564.00
		Sales Tax	\$.00
		Total	\$564.00

Make all checks payable to City of Kemmerer
Mail check payments to 215 State Highway 233, Kemmerer, WY 83101
 If you would like to pay by credit card, please call Jamie Thornock,
 at 307-828-4084 or (307) 727-6995.

**Security Deposit will be applied to final invoice if there are
 no damages to building or equipment.**

Make it Matter • Make it Better • Make it Happen

UNIVERSITY OF WYOMING STANDARD ADDENDA

SOVEREIGN IMMUNITY/ GOVERNMENTAL CLAIMS

Neither party waives its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

INTERPRETATION

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

EQUAL EMPLOYMENT OPPORTUNITY

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. **If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

INCORPORATION OF ADDENDA INTO ORIGINAL CONTRACTUAL ARRANGEMENT

The signing of this Standard Addenda shall incorporate the Addenda into the original contractual arrangement between the parties. It is further intended that in the event of any inconsistency between the agreement and its other attachments and the Standard Addenda, that the terms of the Standard Addenda be construed as final and binding.

University of Wyoming

Contractor

DocuSigned by:
John Koprowski
CF2F280DE062642A

7/10/2025

Signature

Date

Signature

Date

John Koprowski

Name/Title

Dean, Haub School of Environ & Nat Res

Name/Title